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# 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, February 3, 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

**Leslie E. Devaney**  
City Attorney

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

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

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

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

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

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

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

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

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

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

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

**1. Approval of Minutes: January 20, 2026 Regular and Special Meeting**

Recommended Action: Approve Minutes.

Reference: Clerk's Minutes Book

**2. Ratification of List of Demands dated February 3, 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. Second Reading and Adoption of an Ordinance to Process Administrative Corrections to Del Mar Municipal Code Chapter 23.12, Division 7 to Reflect Adoption of the 2025 California Green Building Code with Local Amendments**

Recommended Action: Staff recommends the City Council adopt an Ordinance (Attachment A) to process administrative corrections requested by the California Building Standards Commission that involve amending Del Mar Municipal Code (DMMC) Chapter 23.12, Division 7 to reflect the City Council's local adoption of the 2025 California Green Building Code in September 2025, and the City's intent to carry forward local amendments previously adopted by the City Council in 2018 that require new non-residential construction to comply with the CalGreen Code Appendix A5.

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

**5. Council Consideration of the 2026 Legislative Policy Guidelines**

Recommended Action: Staff recommends that the City Council approve the City's 2026 Legislative Policy Guidelines (Attachment A).

Reference: Clerk's File No. 401-7, 401-8

**6. Adoption of a Resolution to Amend the State Lands Commission Lease No. 8181 for the Camino Del Mar Bridge Replacement Project**

Recommended Action: Staff recommends that the City Council adopt a Resolution approving an Amendment to State Lands Commission General Lease Agreement No. 8181 for the Camino Del Mar Bridge Replacement Project (Attachment A) and authorizing the City Manager to execute the Amendment on behalf of the City.

Reference: Clerk's File No. 406-1

**7. Proposed Addition of Management Analyst Position to the Finance Division**

Recommended Action: Staff recommends that the City Council adopt a Resolution (Attachment A) authorizing the addition of a Management Analyst position to the Finance Division and amend the FY 2025-2026 Operating and Capital Budget as described in the Fiscal Impact.

Reference: Clerk's File No. 501-3

**8. Treasurer's Investment Report for the Quarter Ended December 31, 2025**

Recommended Action: Staff recommends that the City Council receive and file the informational Treasurer's Investment Report for the quarter ended December 31, 2025.

Reference: Clerk's File No. 102-2, 209-2

**9. Recommended Compensation Adjustment Related to the City Manager's Performance Evaluation and Second Amendment to Employment Contract**

Recommended Action: The City Council Human Resources Subcommittee recommends the City Council: 1) Adopt the Resolution (Attachment A) approving changes to the City Manager's compensation retroactively effective to December 13, 2025, and updating the Management and Professional Compensation Plan to reflect those changes (Exhibit A to Attachment A); and 2) Approve the Second Amendment to the City Manager's Employment Agreement (Attachment B) increasing City deferred compensation contributions and life insurance benefit.

Reference: Clerk's File No. 102-8, 502-1

**10. Establishment of Short-Term Rental (STR) Permit Application Period**

Recommended Action: Staff recommends the City Council adopt a Resolution to set clear timing for the Short-Term Rental (STR) permit application and implementation process in anticipation of pending action by the California Coastal Commission (CCC) (Attachment A).

Reference: Clerk's File No. 301-19

**VIII. PUBLIC HEARING**

**11. Introduction of an Ordinance Amending Del Mar Municipal Code Section 8.04 to Regulate the Digging of Hazardous Holes on the Public Beach**

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

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

**IX. COUNCIL MEETING RECESS**

X. CITY COUNCIL OTHER BUSINESS

**12. Preparations for 2026 City Council Goals & Priorities Setting Workshop**

Recommended Action: Staff recommends that the City Council provide feedback on the proposed 2026 City Council Goals & Priorities Setting Workshop (Workshop) (Attachment A) and provide direction to staff, as needed.

Reference: Clerk's File No. 401-1

XI. REGIONAL ORGANIZATION REPORTS

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

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

XII. COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORG REPORTS

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

- A. Civic Center Operations Guide Subcommittee (Spelich/Gaasterland)
- B. Del Mar Community Connections (Martinez/Spelich)
- C. Del Mar Village Association (Gaasterland/Martinez)
- D. Finance Committee (Spelich/Gaasterland/)
- E. Housing Subcommittee (Gaasterland/Martinez)
- F. Human Resources Subcommittee (Gaasterland/Martinez)
- G. Legislative Subcommittee (Martinez/Spelich)
- H. Measure Q Citizen Oversight Committee (Quirk/Gaasterland)
- I. Parks and Recreation Committee (Martinez/Quirk)

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

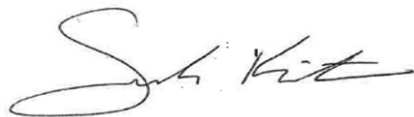
**XIII. UPCOMING AGENDA ITEMS**

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

<b>February 17, 2026</b>
Bid Award for Jimmy Durante Blvd Pavement and Striping Improvements Project
Resolution Authorizing the City Manager to Submit California Ocean Protection Council SB 1 Sea Level Ride Adaptation Grant Program Application Materials
Second Reading of Ordinance for Digging of Hazardous Holes in Sand
Resolution Approving STR Permit Fee
Review and Potential Updates to the 2026 Local and Regional Appointments due to Council Liaison Resignation
Undergrounding Program Update and UPAC Subcommittee Presentation

**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 29th day of January, 2026 at approximately 12:20 p.m.



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

1/29/2026  
Date



**CITY OF DEL MAR  
CITY COUNCIL REGULAR MEETING MINUTES  
JANUARY 20, 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](http://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 4:40 p.m.

**ROLL CALL**

Present: Mayor Tracy Martinez; Deputy Mayor John Spelich; Councilmembers Terry Gaasterland and Dan Quirk

**CITY ATTORNEY CLOSED SESSION REPORT**

Assistant City Attorney Ralph Hicks reported that there were no recusals and no reportable actions for the January 20, 2026, Closed Session.

**PLEDGE OF ALLEGIANCE**

Mayor Martinez led the Pledge of Allegiance.

**PUBLIC ORAL COMMUNICATIONS**

None.

**CITY COUNCIL COMMUNITY ANNOUNCEMENTS**

Mayor Martinez reported on the successful Fire Ops 101 led by the Fire Departments of the cities of Del Mar and Solana Beach and the Rancho Santa Fe Fire Protection District and expressed appreciation to the departments for the experience and their excellent service to the community.

**CITY MANAGER'S REPORT**

City Manager Ashley Jones reported on the absolute work window for the San Diego Association of Government (SANDAG) Del Mar Bluff 5 Stabilization Project from January 23, 2026, through January 26, 2026. She also announced that SANDAG staff are scheduled to provide a presentation on the project and related bluff access improvements at the March 3, 2026, City Council meeting.

**CONSENT CALENDAR**

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

**IT WAS MOVED BY COUNCILMEMBER GAASTERLAND, SECONDED BY COUNCILMEMBER QUIRK TO APPROVE THE CONSENT CALENDAR ITEMS 1 THROUGH 9. (VOTE 4-0)**

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

**ITEM 1: APPROVAL OF MINUTES: JANUARY 6, 2026 REGULAR AND SPECIAL MEETING, JANUARY 12, 2026 SPECIAL MEETING (CLERK'S MINUTES BOOK)**

Council approved the minutes, on consent.

**ITEM 2: RATIFICATION OF LIST OF DEMANDS, DATED JANUARY 20, 2026 (CLERK'S FILE NO. 201-3)**

Council approved the list of demands, on consent.

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

Council waived the reading of ordinances, on consent.

**ITEM 4: RESOLUTIONS TO APPROVE THE SECOND AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE PARTICIPATING AGENCIES IN THE METROPOLITAN SEWERAGE SYSTEM (CLERK'S FILE NO. 406-1)**

Council questions focused on the terms of the second amendment; rational for remaining in the Metro JPA; and gallons of wastewater sent to San Elijo JPA per day.

Council adopted Resolution 2026-02 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA AUTHORIZING THE CITY MANAGER TO APPROVE THE SECOND AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE PARTICIPATING AGENCIES IN THE METROPOLITAN SEWERAGE SYSTEM" and Resolution 2026-03 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA AUTHORIZING THE CITY MANAGER TO APPROVE THE METROPOLITAN SEWERAGE SYSTEM ADMINISTRATIVE AGREEMENT NO. 1 FOR UNIFIED MANAGEMENT OF INDUSTRIAL WASTE DISCHARGE PRETREATMENT AND ENHANCED SOURCE CONTROL PROGRAMS BETWEEN THE CITY OF SAN DIEGO AND THE PARTICIPATING AGENCIES IN THE METROPOLITAN SEWERAGE SYSTEM", on consent.

**ITEM 5: AUTHORIZATION TO PURCHASE VACTOR RAMJET AND TRUVAC HYDRO EXCAVATION TRUCKS FOR THE PUBLIC WORKS DEPARTMENT (CLERK'S FILE NO. 601-5)**

Council approved the purchase of a Vactor Ramjet truck in Fiscal Year (FY) 2025-2026 and a Truvac Hydro Excavation Truck in FY 2026-2027; authorized the City Manager to execute the necessary paperwork to facilitate the purchases; and amended the FY 2025-2026 Operating and Capital Budget for the purchase of the Vactor Ramjet truck and directed staff to include funds for the purchase of the Truvac Hydro Excavation Truck in the FY 2026-2027 Operating and Capital Budget as described in the Fiscal Impact, on consent.

**ITEM 6: AGREEMENT WITH CLEARSOURCE FINANCIAL CONSULTING FOR A COST ALLOCATION PLAN AND COMPREHENSIVE USER FEE STUDY (CLERK'S FILE NO. 406-1)**

Council approved the Agreement for a Cost Allocation Plan and Comprehensive User Fee Study with ClearSource Financial Consulting; and authorized the City Manager to execute the Agreement and any subsequent amendments provided for under the Agreement contingent upon satisfactory performance by the consultant, on consent.

**ITEM 7: APPOINTMENT TO THE MEASURE Q CITIZEN OVERSIGHT COMMITTEE (CLERK'S FILE NO. 401-5)**

Council appointed Caitlin Laipeniaks to the Measure Q Citizen Oversight Committee as an at-large voting member for a full three-year term from January 20, 2026, through January 31, 2029, on consent.

**PUBLIC HEARING**

**ITEM 8: INTRODUCTION OF AN ORDINANCE TO PROCESS ADMINISTRATIVE CORRECTIONS TO DEL MAR MUNICIPAL CODE CHAPTER 23.12, DIVISION 7 TO REFLECT ADOPTION OF THE 2025 CALIFORNIA GREEN BUILDING CODE WITH LOCAL AMENDMENTS (CLERK'S FILE NO. 401-4, 401-9)**

Mayor Martinez opened the public hearing. There were no public speakers. Mayor Martinez closed the public hearing. The ordinance was introduced, on consent.

**CITY COUNCIL OTHER BUSINESS**

**ITEM 9: CONSIDERATION OF A COST SHARING AGREEMENT WITH THE CITY OF SOLANA BEACH FOR FIRE MANAGEMENT TRANSITION SERVICES (CLERK'S FILE NO. 406-1, 1101-8)**

A presentation was provided by City Manager Jones.

Council questions focused on the timing for returning to the City Council to consider options and next steps for fire management services.

City Council approved the cost sharing agreement with the City of Solana Beach for Fire Management Transition Services and authorized the City Manager to execute the Agreement and any subsequent amendments provided for under the Agreement contingent upon satisfactory performance, on consent.

**ITEM 10: OFFICIAL COUNCIL VOTE ON DEL MAR 2026 SANDAG BOARD APPOINTMENTS (CLERK'S FILE NO. 1506-1)**

An introduction to the item was provided by Mayor Martinez.

Council questions focused on rationale for the agenda item.

There were no public speakers for the item.

**IT WAS MOVED BY COUNCILMEMBER GAASTERLAND AND SECONDED BY COUNCILMEMBER QUIRK TO CONTINUE GAASTERLAND AS PRIMARY, MARTINEZ AS FIRST ALTERNATE, AND SPELICH AS SECOND ALTERNATE. (VOTE 2-2, WITH MAYOR MARTINEZ AND DEPUTY MAYOR OPPOSED). MOTION FAILED.**

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

In accordance with the formal notice from SANDAG Board Counsel provided to the City Attorney on January 8, 2026, per CPUC Article 2, 132351.1, the City's 2025 appointed representatives to the SANDAG Board, which includes Councilmember Gaasterland (Primary); Mayor Martinez (1<sup>st</sup> Alternate); and Deputy Mayor Spelich (2<sup>nd</sup> Alternate), will continue to serve until such time the City Council votes to recall or replace them.

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

Mayor Martinez reported on the North County Transit District.

**ADJOURNMENT**

Mayor Martinez adjourned the meeting at 5:35 p.m.

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Sarah Krietor, Administrative Services Manager/  
City Clerk



**DEL MAR CITY COUNCIL  
SPECIAL MEETING MINUTES  
CLOSED SESSION  
JANUARY 20, 2026**

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

**CALL TO ORDER**

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

**ROLL CALL**

Present: Mayor Tracy Martinez; Deputy Mayor John Spelich; Councilmembers Terry Gaasterland and Dan Quirk

**CLOSED SESSION**

- A) Public Employment  
Title: City Attorney  
Authority: Government Code Section 54957  
Reportable Action: None.
  
- B) Conference with Legal Counsel- Existing Litigation  
Lazier v. City of Del Mar  
San Diego Superior Court Case No. 25CU058363C  
Authority: Government Code Section 54956.9(d)(1)  
Reportable Action: None.
  
- C) Public Employee Performance Evaluation  
Title: City Manager  
Authority: Government Code Section 54957  
Reportable Action: None.

**ADJOURNMENT**

Mayor Martinez adjourned the meeting at 4:30 p.m.

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Sarah Krietor, Administrative Services Manager/  
City Clerk



**LIST OF DEMANDS**  
**CITY OF DEL MAR**  
*for*  
**City Council Meeting**  
**February 3, 2026**

Vendor Payment Checks	\$ 743,573.02
Voids	(4,028.58)
Electronic Fund Transfers (EFT)	239,403.20
Electronic Wires	112,813.28
Total	<u>\$ 1,091,760.92</u>

Approved by: 

\_\_\_\_\_  
Marco Camacho  
Finance Manager/Treasurer

Date: 1/26/26  
\_\_\_\_\_

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	
7461	1/16/2026	bak09	BAKER ELECTRIC	6893	12/22/2025	ELECTRICAL SRVCS CH	2,925.94	2,925.94
	Voucher:	7461						
7462	1/16/2026	civ01	CIVICPLUS LLC	352025	12/7/2025	CIVIC PLUS SUBSCRPTN	3,426.58	3,426.58
	Voucher:	7462						
7463	1/16/2026	phi01	CLEAN EARTH	72404431853	12/26/2025	HSHLD HAZ WASTE NOV	311.14	
	Voucher:	7463		72404433698	12/31/2025	HSHLD HAZ WASTE DEC	65.48	376.62
7464	1/16/2026	coa21	COAST NEWS GROUP	00159713	12/26/2025	AD - PUBLIC HEARING	162.75	
	Voucher:	7464		00159646	12/19/2025	AD - ORDIN INTRO	54.25	217.00
7465	1/16/2026	cor07	CORODATA RECORDS MGT	RS7132460	12/31/2025	STORAGE SRVCS DEC	166.98	166.98
	Voucher:	7465						
7466	1/16/2026	cor22	CORVEL CORPORATION	1951574	12/15/2025	MED MAINT - DEC	256.00	
	Voucher:	7466		1956523	12/31/2025	WC SRVCS - DEC	189.44	
				1952275	12/16/2025	FNOL FEES - DEC	75.78	521.22
7467	1/16/2026	cos06	COSCO FIRE PROTECTION I	1000755654	12/24/2025	ANNUAL INSPECTIONS	2,955.00	2,955.00
	Voucher:	7467						
7468	1/16/2026	del02	DEL MAR BLUE PRINT CO, I	635921	1/2/2026	PARK SIGNS CMO	45.68	
	Voucher:	7468		636073	1/7/2026	PARK SIGNS CMO	22.84	68.52
7469	1/16/2026	del31	DELL MARKETING L.P., C/O I	10856013291	1/3/2026	COMPUTER EQUIP PW	1,109.00	1,109.00
	Voucher:	7469						
7470	1/16/2026	dix01	DIXIELINE LUMBER CO	06-0625765	12/19/2025	OPERATING SUPP FIRE	808.80	
	Voucher:	7470		06-0627530	1/12/2026	OPERATING SUPP FIRE	436.81	
				06-0627282	1/8/2026	OPERATING SUPP FIRE	44.99	1,290.60
7471	1/16/2026	fer07	FERGUSON ENTERPRISES I	0896895	1/5/2026	WATER METER PARTS	691.74	
	Voucher:	7471		0897686	12/26/2025	WATER METER PARTS	197.85	889.59
7472	1/16/2026	kno11	KNOWBE4 INC	INV415968	1/6/2026	SEURITY AWARENESS TRNG	3,074.25	3,074.25
	Voucher:	7472						
7473	1/16/2026	ful01	KURT MORGAN	44606	1/12/2026	BUSINESS CARDS	277.00	277.00
	Voucher:	7473						
7474	1/16/2026	mik03	MIKHAIL OGAWA ENGINEER	12356	1/4/2026	DM TRASH DEVICE DEC	80.56	80.56
	Voucher:	7474						
7475	1/16/2026	opt03	OPTIMIZED INVESTMENT PA	1567	1/7/2026	INVSTMT SRVCS DEC	2,861.70	2,861.70
	Voucher:	7475						
7476	1/16/2026	pru01	PRUDENTIAL OVERALL SUP	132356386	1/9/2026	MATS PW - 1/9	20.84	
	Voucher:	7476		132356387	1/9/2026	SHOP TOWELS PW - 1/9	4.41	25.25

Bank : eusbnk EFT GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7477	1/16/2026	red04	REDFLEX TRAFFIC SYSTEM INV0114187	12/31/2025	RED LIGHT CAMERA DEC	5,441.49	5,441.49
		Voucher: 7477					
7478	1/16/2026	tow05	TOWNSEND PUBLIC AFFAIR 24594	1/1/2026	LEGISLATIVE SRVCS JAN	4,500.00	4,500.00
		Voucher: 7478					
7479	1/16/2026	wex01	WEX BANK 0496-00-496530-7	1/6/2026	GAS & OIL PW DEC	3,023.55	
		Voucher: 7479	0496-00-495760-1	1/6/2026	GAS & OIL FIRE DEC	1,110.96	4,134.51
7480	1/16/2026	gan04	WILLIAM GANDER, DBA RES DM-RT20260105	1/5/2026	SOLAR MONITORING DEC	200.00	200.00
		Voucher: 7480					
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>							<b>34,541.81</b>

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
140609	1/16/2026	abx01	ABX COLLISION CENTERS, I 8730	10/27/2025	VEH MTC PW	5,909.94	5,909.94
		Voucher: 140609					
140610	1/16/2026	sbc03	AT&T 9391059863	1/1/2026	TELEPHONE DEC	672.37	
		Voucher: 140610	9391026231	12/20/2025	TELEPHONE DEC	62.21	
			9391026228	12/20/2025	TELEPHONE DEC	31.89	766.47
140611	1/16/2026	azt02	AZTEC LANDSCAPING INC, I J2238	12/31/2025	JANITORIAL SRVCS CH DEC	2,564.00	
		Voucher: 140611	J2239	12/31/2025	JANITORIAL SRVCS PW DEC	501.00	3,065.00
140612	1/16/2026	cal91	CALIFORNIA BANK & TRUST 01062026	1/6/2026	TC CONST RETENTION #2	29,861.60	29,861.60
		Voucher: 140612					
140613	1/16/2026	cin02	CINTAS 5312094301	1/9/2026	FIRST AID KIT SUPP PW	409.91	409.91
		Voucher: 140613					
140614	1/16/2026	cit07	CITY OF SAN DIEGO 1000755654	12/23/2025	WATER TREATMENT NOV	18,194.17	18,194.17
		Voucher: 140614					
140615	1/16/2026	coa10	COASTAL LIVESCAN SERVIC 43601	12/31/2025	LIVESCAN SRVCS DEC	62.00	62.00
		Voucher: 140615					
140616	1/16/2026	cul06	CRH CALIFORNIA WATER, IN 1502331	12/31/2025	WATER CH	95.40	95.40
		Voucher: 140616					
140617	1/16/2026	dav24	DAVIS FARR LLP 4007	1/6/2026	AUDIT SRVCS DEC	5,000.00	5,000.00
		Voucher: 140617					
140618	1/16/2026	dep13	DEPT OF HEALTH & HUMAN 32333 50000 0251	12/17/2025	WC MSP SRVCS	577.94	577.94
		Voucher: 140618					
140619	1/16/2026	gal02	GALLS LLC 033549644	12/21/2025	UNIFORMS CS	34.03	34.03
		Voucher: 140619					
140620	1/16/2026	haa01	HAAKER EQUIPMENT CO INV25632	12/29/2025	HOG REPAIR PW	452.81	452.81
		Voucher: 140620					
140621	1/16/2026	hom01	HOME DEPOT CREDIT SRVC 6035 3225 0103 7	12/28/2025	OPERATING SUPP PW	244.70	244.70
		Voucher: 140621					
140622	1/16/2026	bio03	HOUSTON HOLD EM INC DB 80924	10/7/2025	ENVIRONMENTAL SRVCS	3,418.72	3,418.72
		Voucher: 140622					
140623	1/16/2026	jac22	JACOBS PROJECT MANAGE 01092026	1/9/2026	RAILROAD SFTY TRNG PW	694.00	694.00
		Voucher: 140623					
140624	1/16/2026	boh02	NANCY K. BOHL INC. DBA.; T INV107931	1/5/2026	EAP SERVICES JAN	390.00	390.00
		Voucher: 140624					
140625	1/16/2026	con17	OCCUPATIONAL HEALTH CT 89317324	12/24/2025	EMPLOYEE TESTING DEC	126.00	126.00
		Voucher: 140625					

Bank : qusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
140626	1/16/2026	rcp01	RCP BLOCK & BRICK INC.	33529045	1/6/2026	FLOOD SUPPLIES PW	782.40	782.40
		Voucher:	140626					
140627	1/16/2026	san138	SAN DIEGO ELEVATOR & LIF	7102266	12/31/2025	ELEV MAINT LFGRDS	1,507.03	
		Voucher:	140627	11116	10/14/2025	ELEVATOR MAINT CH OCT	200.00	1,707.03
140628	1/16/2026	sdq02	SAN DIEGO GAS & ELECTRI	0081 7377 2988 5	1/7/2026	UTILITIES DEC	7,713.84	
		Voucher:	140628	0066 5491 6833 1	1/7/2026	UTILITIES DEC	6,297.24	
				2100 0065 8024 7	1/7/2026	UTILITIES DEC	1,403.97	
				0067 3735 0888 1	1/7/2026	UTILITIES DEC	330.72	
				0099 5222 5392 9	1/5/2026	UTILITIES DEC	42.99	
				0085 7750 3585 7	1/7/2026	UTILITIES DEC	20.71	
				0066 5491 5032 1	1/5/2026	UTILITIES DEC	13.59	15,823.06
140629	1/16/2026	sig12	SIGNA DIGITAL SOLUTIONS	AR-S340483	1/9/2026	COPIER CS	184.69	184.69
		Voucher:	140629					
140630	1/16/2026	sou02	SOUTHCOAST HEATING & A	1464990	12/26/2025	HVAC SRVCS 9TH STREET	288.00	288.00
		Voucher:	140630					
140631	1/16/2026	sou08	SOUTHWEST SIGNAL SERVI	84754	12/31/2025	SIGNAL MAINT DEC	6,008.45	
		Voucher:	140631	84752	12/31/2025	SIGNAL MAINT DEC	490.42	
				84753	12/31/2025	SIGNAL MAINT DEC	342.53	6,841.40
140632	1/16/2026	qui14	STEVE QUIRK	01072026	1/7/2026	PHCC EVENT REFUND	800.00	800.00
		Voucher:	140632					
140633	1/16/2026	tcc01	TC CONSTRUCTION COMPA	01062026	1/6/2026	UUD X1A CREST CNYN	567,370.44	567,370.44
		Voucher:	140633					
140634	1/16/2026	t-mo01	T-MOBILE USA INC	980755647	12/21/2025	TELEPHONE DEC	12.10	12.10
		Voucher:	140634					
140635	1/16/2026	und01	UNDERGROUND SERVICE A	1220250240	1/1/2026	CONT SRVCS DEC	124.00	
		Voucher:	140635	25-262058	1/1/2026	CONT SRVCS DEC	67.58	191.58
140636	1/16/2026	ver12	VERIZON	Z1973895	1/8/2026	TELEPHONE DEC	2.64	2.64
		Voucher:	140636					
140637	1/16/2026	ver03	VERIZON WIRELESS	542070053-00002	12/20/2025	TELEPHONE DEC	168.62	168.62
		Voucher:	140637					
140638	1/16/2026	wax02	WAXIE'S ENTERPRISES, LLC	83708835	12/30/2025	JANITORIAL SUPPLIES	489.16	489.16
		Voucher:	140638					
140639	1/16/2026	act03	WILLIAMS SCOTSMAN INC	9025205001	12/15/2025	MOBILE OFFICE PW JAN	156.12	156.12
		Voucher:	140639					

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Sub total for GENERAL ACCOUNT US BANK: 664,119.93



51 checks in this report.

Grand Total All Checks: 698,661.74

VoidCKEP  
01/15/26 11:56AM

Void Check Posting List  
City of Del Mar

Document #: 924530      Void Date: 12/29/2025      Posting #: 36957      Group: eescalante  
Check #: 140565      Bank code: gusbnk      Check Date: 12/26/25  
Vendor: nea02 NEAL ELECTRIC CORP  
Post into: 06/2026      Check amount: 1,594.42

Doc Source	Account Number	Description	Amount
disb	B 01.2110.0000	A/P GENERAL	1,594.42 CR
disb	S* B 01.1100.0000	CASH AND INVESTMENTS	1,594.42 DB
disb	S* B 72.1160.0000	UNION BANK - GENER	1,594.42 DB
disb	S* B 72.1100.0000	CASH AND INVESTMENTS	1,594.42 CR
<b>Balance Sheet Totals:</b>		3,188.84 CR	Difference: 0.00



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		<i>Balance Sheet Fund Totals</i>		
<u>Fund</u>		<u>Debits</u>	<u>Credits</u>	<u>Difference</u>
01	GENERAL	1,594.42	1,594.42	0.00
72	INVESTMENTS	1,594.42	1,594.42	0.00

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*Errors / Warnings*

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Documents with errors : 0  
Documents with warnings : 0

Vendor #  Customer # 
 First active 
 Status:  Active  Inactive  Hold payments

Last name 
 Last active 
 Type   Preferred vendor

First name  Release

Type	Invoice #	Invoice Date	Description	Bank	Check #	Status	Check Date	Invoice Amount
in	22600-1124	12/09/2024	NCTD LEGAL FEES	gusbnk	00139173	Void	01/10/2025	825.00

VoidCKEP  
01/15/26 3:32PM

Void Check Posting List  
City of Del Mar

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Document #: 924551      Void Date: 01/15/2026      Posting #: 36966      Group: eescalante  
Check #: 139650      Bank code: gusbnk      Check Date: 05/13/25  
Vendor: rus01 RUSTY DEL MAR  
Post into: 00/0000      Check amount: 93.53

<u>Doc Source</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
			0.00
<b>Balance Sheet Totals:</b>	0.00 DB	0.00 CR	Difference: 0.00

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<i>Balance Sheet Fund Totals</i>			
<u>Fund</u>	<u>Debits</u>	<u>Credits</u>	<u>Difference</u>

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*Errors / Warnings*

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Documents with errors : 0  
Documents with warnings : 0

VoidCKEP  
01/15/26 3:16PM

Void Check Posting List  
City of Del Mar

Document #: 924550      Void Date: 01/15/2026      Posting #: 36965      Group: eescalante  
Check #: 139426      Bank code: gusbnk      Check Date: 03/18/25  
Vendor: des07 DESANTIS, MARIA  
Post into: 00/0000      Check amount: 56.00

<u>Doc Source</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
			0.00
<b>Balance Sheet Totals:</b>	0.00 DB	0.00 CR	Difference: 0.00

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<i>Balance Sheet Fund Totals</i>			
<u>Fund</u>	<u>Debits</u>	<u>Credits</u>	<u>Difference</u>

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*Errors / Warnings*

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Documents with errors : 0  
Documents with warnings : 0

VoidCKEP  
01/15/26 3:04PM

Void Check Posting List  
City of Del Mar

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Document #: 924549      Void Date: 01/15/2026      Posting #: 36964      Group: eescalante  
Check #: 139268      Bank code: gusbnk      Check Date: 01/31/25  
Vendor: slo03 SLOVER & LOFTUS LLP  
Post into: 00/0000      Check amount: 1,375.00

<u>Doc Source</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
			0.00
<b>Balance Sheet Totals:</b>	0.00 DB	0.00 CR	Difference: 0.00

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VoidCKEP  
01/15/26 3:04PM

Void Check Posting List  
City of Del Mar

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<i>Balance Sheet Fund Totals</i>			
<u>Fund</u>	<u>Debits</u>	<u>Credits</u>	<u>Difference</u>

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*Errors / Warnings*

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Documents with errors : 0  
Documents with warnings : 0

VoidCKEP  
01/15/26 1:58PM

Void Check Posting List  
City of Del Mar

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Document #: 924547      Void Date: 01/15/2026      Posting #: 36962      Group: eescalante  
Check #: 138522      Bank code: gusbnk      Check Date: 08/02/24  
Vendor: mun10 MUNSCH HOMES CORPORATION  
Post into: 00/0000      Check amount: 84.63

<u>Doc Source</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
			0.00
<b>Balance Sheet Totals:</b>	0.00 DB	0.00 CR	Difference: 0.00

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<i>Balance Sheet Fund Totals</i>			
<u>Fund</u>	<u>Debits</u>	<u>Credits</u>	<u>Difference</u>

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*Errors / Warnings*

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Documents with errors : 0  
Documents with warnings : 0

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
7481	1/23/2026	civ02	CIVIC SOLUTIONS INC	107589	1/2/2026	CONSULTING SRVCS DEC	12,542.50	12,542.50
	Voucher:	7481						
7482	1/23/2026	coa21	COAST NEWS GROUP	00159718	1/2/2026	AD - ADMIN HEARING	108.50	108.50
	Voucher:	7482						
7483	1/23/2026	dix01	DIXIELINE LUMBER CO	06-0624326	12/8/2025	OPERATING SUPP CS	383.33	
	Voucher:	7483		06-0624860	12/11/2025	OPERATING SUPP CS	374.51	
				06-0626294	12/29/2025	OPERATING SUPP PW	159.47	917.31
7484	1/23/2026	ful01	KURT MORGAN	44573	12/31/2025	PRINTING SVCS CODE ENF	413.25	413.25
	Voucher:	7484						
7485	1/23/2026	mic11	MICHAEL BAKER INTERNATI	1271274	12/19/2025	CITY ENGR SRVCS NOV	58,859.62	
	Voucher:	7485		1271056	12/18/2025	CITY ENGR SRVCS NOV	56,016.00	114,875.62
7486	1/23/2026	tru09	TRUE NORTH COMPLIANCE	DM25-12	1/6/2026	BLDG CODE PC INSP DEC	61,305.38	61,305.38
	Voucher:	7486						
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>								<b>190,162.56</b>

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
140640	1/23/2026	cou01	COUNTY OF SAN DIEGO	12092025	12/9/2025	PARKING BAIL NOV	22,583.00	22,583.00
		Voucher: 140640						
140641	1/23/2026	cou16	COUNTY OF SAN DIEGO - RI	26CTOFDMC06	1/1/2026	RCS PAGING SRVCS - DEC	70.00	70.00
		Voucher: 140641						
140642	1/23/2026	cou03	COUNTY OF SAN DIEGO-A/F	202600037	1/6/2026	RECORDING FEE DEC	2.00	2.00
		Voucher: 140642						
140643	1/23/2026	del21	DEL MAR TELEVISION FOUN	20251231	12/31/2025	Q2 FY26 SRVCS	25,110.84	
		Voucher: 140643		20250930	12/31/2025	Q1 FY26 SRVCS	25,110.84	50,221.68
140644	1/23/2026	dep04	DEPT. OF INDUSTRIAL RELA	E 2219693 SD	10/22/2025	ELEVATOR INSP CS	450.00	450.00
		Voucher: 140644						
140645	1/23/2026	fur01	FURGERSON'S GARAGE	123733	12/19/2025	SMOG CHECK CS	58.75	58.75
		Voucher: 140645						
140646	1/23/2026	gol16	GOLDFARB & LIPMAN LLP	489530	12/24/2025	LEGAL FEES OCT/NOV	1,734.00	1,734.00
		Voucher: 140646						
140647	1/23/2026	fir12	PAUL ROTTENBERG, DBA FI	2026-376	1/14/2026	FIRE STATS PROG DEC	125.00	125.00
		Voucher: 140647						
140648	1/23/2026	pur07	PURDY TREE FARMS, LLC	Ref000183281	1/15/2026	UB Refund Cst #00008650	2,146.65	2,146.65
		Voucher: 140648						
140649	1/23/2026	rec01	RECON ENVIRONMENTAL IN	72532	12/19/2025	CDM SEAWALL	557.25	557.25
		Voucher: 140649						
140650	1/23/2026	sdg06	SDG&E	01152026	1/15/2026	PERMIT REFUND	501.00	501.00
		Voucher: 140650						
140651	1/23/2026	sig12	SIGNA DIGITAL SOLUTIONS	42519884	1/12/2026	COPER CH DEC	812.64	812.64
		Voucher: 140651						
140652	1/23/2026	act03	WILLIAMS SCOTSMAN INC	9025404500	1/15/2026	MOBILE OFFICE PW JAN/FEB	191.12	191.12
		Voucher: 140652						
<b>Sub total for GENERAL ACCOUNT US BANK:</b>								<b>79,453.09</b>

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19 checks in this report.

Grand Total All Checks: 269,615.65



**Bank : qusbnk GENERAL ACCOUNT US BANK**

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
4198	1/23/2026	irs01	IRS, UNITED STATES TREAS	Ben183315	1/23/2026	FEDERAL TAX: PAYMENT	40,920.83	40,920.83
	Voucher:	4198						
4199	1/23/2026	per01	PERS	Ben183317	1/23/2026	PERS CONTRIBUTIONS: PAYMEN	57,319.72	57,319.72
	Voucher:	4199						
4200	1/23/2026	per02	PERS 457	Ben183319	1/23/2026	CALPERS 457 DEFERRED COMF	2,551.49	2,551.49
	Voucher:	4200						
4201	1/23/2026	edd01	EMPLOYMENT DEVELOPME	Ben183321	1/23/2026	STATE TAX: PAYMENT	12,021.24	12,021.24
	Voucher:	4201						
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							<b>112,813.28</b>	

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

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
7487	1/23/2026	mis07	107413 STATE ST BANK & TF Ben183311	1/23/2026	401A PLAN: PAYMENT	555.16	555.16
		Voucher:	7487				
7488	1/23/2026	mis08	303845 STATE ST BANK & TF Ben183303	1/23/2026	MISSION SQUARE 457B: PAYMEI	9,760.59	9,760.59
		Voucher:	7488				
7489	1/23/2026	mis09	803808 STATE ST BANK & TF Ben183313	1/23/2026	RETIREMENT HEALTH SAVINGS	748.81	748.81
		Voucher:	7489				
7490	1/23/2026	uni21	DEL MAR CITY EMPLOYEES Ben183305	1/23/2026	DMCEA DUES: PAYMENT	286.00	286.00
		Voucher:	7490				
7491	1/23/2026	nat15	NATIONAL BENEFIT SERVICE Ben183309	1/23/2026	SEC. 125 FLEXIBLE SAVINGS AC	1,856.19	1,856.19
		Voucher:	7491				
7492	1/23/2026	par21	U.S. BANK PARS FFC 674602 Ben183307	1/23/2026	PUBLIC AGENCY RETIREMENT S	1,492.08	1,492.08
		Voucher:	7492				
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>							<b>14,698.83</b>

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10 checks in this report.

Grand Total All Checks: 127,512.11





# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Nicole Morrow, AICP, Associate Planner  
Isam Hasenin, Contract Building Official  
Karen Brindley, Planning & Community Development Director  
Via Ashley Jones, City Manager

DATE: February 3, 2026

SUBJECT: Second Reading and Adoption of an Ordinance to Process Administrative Corrections to Del Mar Municipal Code Chapter 23.12, Division 7 to Reflect Adoption of the 2025 California Green Building Code with Local Amendments

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council adopt an Ordinance (Attachment A) to process administrative corrections requested by the California Building Standards Commission that involve amending Del Mar Municipal Code (DMMC) Chapter 23.12, Division 7 to reflect the City Council's local adoption of the 2025 California Green Building Code in September 2025, and the City's intent to carry forward local amendments previously adopted by the City Council in 2018 that require new non-residential construction to comply with the CalGreen Code Appendix A5.

## BACKGROUND

The City of Del Mar, through its Building Services Division, reviews development projects to ensure new construction protects public health and safety. As a basis for review, the City relies on the regulations contained in the California Building Standards Code. On July 1, 2025, the State published the new 2025 Edition of the California Building Standards Code. The State regularly updates its Building Standards Code to incorporate updated safety standards. The updated codes were prepared with amendments based on updates from the International Code Council, International Association of Plumbing and Mechanical Officials, and the National Fire Protection Association, intended to further improve public health and safety standards.

On September 22, 2025, the City Council adopted Ordinance No. 1022 to reflect local adoption of the 2025 Edition of the California Building Standards Code, including applicable chapters of Title 24 of the California Code of Regulations, as well as 11 local amendments to the Building Code. The City's intent was that the September 2025 Council

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## City Council Action:

action included and carried forward an existing local amendment from 2018 (Ordinance No. 937) requiring new non-residential development to comply with CalGreen Code Appendix A5, which is a measure that supports the City's Climate Action Plan.

However, on December 2, 2025, the California Building Standards Commission (CBSC), following its review of Ordinance No. 1022 in accordance with State procedures, partially accepted the Ordinance for filing and requested administrative corrections to Del Mar Municipal Code Chapter 23.12, Division 7 to clarify the City's intent to continue applying the CalGreen-related local amendment. Specifically, the CBSC requested the City re-adopt Section 23.12.070, including the required findings, to complete the filing of the City's 2025 Building Code update.

The proposed Ordinance was introduced by the City Council on January 20, 2026, at a duly noticed public hearing.

DISCUSSION/ANALYSIS:

The proposed Ordinance includes the necessary findings required by California Health and Safety Code Sections 17958.7(a), 17958.7(b), and 18941.5(b) for ordinances associated with adoption of the 2025 Green Building Code and local amendment to be considered timely filed.

As amended, DMMC Section 23.12.070 would continue to reflect the City's adoption of the 2025 California Green Building Code (CalGreen Code). To facilitate processing of future State code updates, a new DMMC Section 23.12.071 is proposed to clearly state the CalGreen Code Appendix A5 language for the local amendment in its own section, which is the standard format for local amendments. As shown in Attachment C, the substance of the language in Section 23.12.071 remains consistent with what was adopted in Ordinance No. 1022; only formatting and minor grammatical edits are proposed.

Following City Council adoption, the Ordinance will be filed with the CBSC to complete the State filing process in accordance with California Health and Safety Code Section 17958.7(a).

A related consideration is that the 2025 California Building Standards Code took effect statewide on January 1, 2026, and Assembly Bill 130 (2025) imposed an October 1, 2025, moratorium prohibiting amendments to a local jurisdiction's building standards through June 1, 2031. Under AB 130, a jurisdiction may amend its Building Standards under specified conditions and with CBSC approval. In this case, the City is eligible to adopt the proposed Ordinance pursuant to the exception in Health and Safety Code Section 17958(b)(1), which allows adoption of regulations that are substantially similar to those in effect as of September 30, 2025.

FISCAL IMPACT:

There is no fiscal impact or action to be taken by the City Council related to this agenda item. The review of a development's conformance with the applicable building codes is processed through a separate review of development applications and building permits. As part of that process, the City applies fee charges to recover a portion of the administrative costs incurred to provide such reviews. No changes are proposed for the existing City's fee schedule for issuance of Building Division related permits.

ENVIRONMENTAL IMPACT:

This project is not subject to the provisions of the California Environmental Quality Act pursuant to Section 15061(b)(3). It can be seen with certainty that the adoption of the State-mandated Building Codes with minor amendments will not have a significant effect on the environment.

HOUSING IMPACT:

Local adoption of the updated State-mandated building-related regulations will facilitate development of housing that complies with the minimum public health and safety standards as well as additional standards to reflect Del Mar's unique characteristics and approach to design and development review.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Updating the DMMC to adopt the California Building Codes by reference and incorporate local modifications is a Tier 1 priority for Fiscal Year 2025-26.

ATTACHMENTS:

Attachment A – Ordinance to Amend DMMC Sections 23.12.070 and 23.12.071  
Attachment B – Strikeout of Adopted DMMC Section 23.12.070  
Attachment C – Ordinance No. 1022 Filing Letter

ORDINANCE NO. XXXX

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

WHEREAS, the Del Mar City Council adopted Ordinance No. 1022 on September 22, 2025 to adopt the updated 2025 State of California Building Standards Code with local modifications; and

WHEREAS, the City's Building Official submitted Ordinance No. 1022 to the California Building Standards Commission for filing on September 25, 2025; and

WHEREAS, the California Building Standards Commission issued a letter to the City of Del Mar on December 2, 2025 stating that Ordinance No. 1022 was partially accepted for filing, excluding Section 23.12.070 of the DMMC due to deficiencies related to Sections 17958.7(a), 17958.7(b), and 18941.5(b) of the California Health and Safety Code due to the absence of express findings for an existing local amendment that was initially adopted by the Del Mar City Council through Ordinance No. 937 on June 18, 2018; and

WHEREAS, the California Building Standards Commission directed the City to amend Ordinance No. 1022 to process the administrative correction and refile the amended ordinance; and

WHEREAS, this Ordinance is intended to further clarify and supplement Ordinance No. 1022 adopted by the City Council on September 22, 2025 to include express findings to justify the need for local modifications to the California Green Building Code; and

WHEREAS, the 2025 California Building Standards Code is based on the 2024 editions of the International Building Code, Uniform Plumbing Code, and Uniform Mechanical Code; 2023 edition of the National Electrical Code; 2025 California Energy Code; 2025 California Residential Code; 2025 California Green Building Code; 2025 California Administrative Code; 2025 California Reference Standards Code and 2025 California Wildland-Urban Interface Code; and

WHEREAS, California Health and Safety Code section 17958 requires that cities adopt building regulations that are substantially the same as those adopted by the

California Building Standards Commission and contained in the California Building Standards; and

WHEREAS, California Health and Safety Code section 17958 permits local jurisdictions to make such changes or modifications to the California Building Standards Codes as are necessary due to local climatic, geological or topographical conditions; and

WHEREAS, on January 9, 2026, the notice of City Council public hearing was published in digital and paper versions of general circulation of the Coast News; and

WHEREAS, on January 20, 2025, the City Council held a duly noticed public hearing for introduction of the Ordinance; and

WHEREAS, the City Council finds that the minor modifications and changes to the California Building Standards Code are reasonably necessary to ensure consistent application of the codes throughout the State as has been applied to proposed development since 2018; and

WHEREAS, the proposed amendments do not constitute an amendment to the City's certified Local Coastal Program, which means that the final decision on the ordinance will be made by the Del Mar City Council.

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

**SECTION ONE:**

That Section 23.12.070 Chapter 23.12 Division 1 (Building Code) of the Municipal Code is amended to read as follows:

**23.12.070 - Adoption of the 2025 California Green Building Code, Part 11, Title 24 of the California Code of Regulations.**

The California Green Building Code is hereby adopted and incorporated by reference herein as the City's green building code for the stated purpose of prescribing regulations in the City of Del Mar for improving public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices, the 2025 California Green Building Code, Part 11, Title 24 of the California Code of Regulations, a portion of the California Building Code, as defined in the California Health and Safety Code, Section 18902 et seq.

**Required Findings:**

The adoption of the CalGreen Code is consistent with required State standards and is necessary to bring the DMMC into consistency Title 24 of the California Code of Regulations.

**SECTION TWO:**

That Section 23.12.071 of Chapter 23.12 Division 1 (Building Code) is added to read as follows:

**23.12.071 - Local Amendment to the California Green Building Code - Implementation of Voluntary Tier 1 Building Code Standards as Mandatory Measures for Non-residential Construction.**

Except as otherwise provided in this Chapter or by other parts of the Del Mar Municipal Code, all construction shall be in conformance with the California Building Standards Code and rules and regulations promulgated pursuant thereto, including the 2025 California Green Building Code, published by the California Building Standards Commission and Appendix A5 (Tier 1 non-residential voluntary measures), incorporated herein by reference, is adopted as mandatory provisions for all new non-residential construction and any non-residential construction over a \$150,000.00 valuation as determined by the City of Del Mar Building Division.

**Required Findings:**

The City of Del Mar City Council by a duly noticed public hearing adopted its Climate Action Plan (CAP) on June 6, 2016. By adopting the CAP, the City committed to reducing greenhouse gas emissions by up to 50% through the year 2035. As part of the implementation of the programs within the CAP, the City Council specifically prioritized efforts to adopt more stringent construction standards as a way to reduce energy consumption. CalGreen Tier 1 standards represent a 15% reduction (on average) of energy consumption when compared to the minimum State mandated code.

Considering the small population and land size of the City and the variety of unique factors which influence both the City's ability and need to adopt mitigation measures to reduce the impact of climate change, the adoption of Tier 1 commercial construction standards represents a commitment to meeting the City's designated emissions targets. The adoption of this modification is reasonably necessary to reach the emissions reductions targets established by the CAP and to further reduce the risks to the City imposed by climate change.

These provisions were adopted in 2018 to implement the CAP and has continued to be adopted under DMMC Section 23.12.070 in subsequent code update cycles. The language, as it will now appear in Section 23.12.071 of the DMMC, is textually the same as was adopted in Ordinance No. 937 and Ordinances No. 957 and 994

which codified the 2019 and 2022 triennial code cycles respectively. The purpose of this amendment is to allow readers to be able to distinguish between the adoption of the CalGreen Code and the requirements of Ordinance No. 937 and to establish the required findings necessary to comply with Health and Safety Code Section 17958.7. Based on the longstanding history of Ordinances No. 937, 957, and 994, this Amendment is substantially equivalent to an existing policy which conforms to State law and is therefore consistent with California Health and Safety Code Section 17958 which would permit a jurisdiction to adopt language which was previously filed by the governing body of the city or county and was in effect as of September 30, 2025.

**SECTION THREE:**

This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. The City Council hereby finds that under Section 15061(b)(3) of the State CEQA Guidelines, this Ordinance is exempt from the requirements of CEQA because based on substantial evidence it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

**SECTION FOUR:**

This Ordinance was introduced by the City Council on January 20, 2026.

**SECTION FIVE:**

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

**SECTION SIX:**

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

**SECTION SEVEN:**

Upon adoption, the City Building Official is hereby authorized and directed to file a copy of this Ordinance with the California Building Standards Commission consistent with Section 17958.7(a) of the California Health and Safety Code.

**SECTION EIGHT:**

This Ordinance shall take effect and be in force thirty (30) days after its passage and the City Clerk of the City of Del Mar is hereby authorized to use summary publication procedures pursuant to Government Code Section 36933 utilizing a newspaper of general circulation published in the City of Del Mar.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California at the Regular Meeting held this 3<sup>rd</sup> day of February 2026.

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Tracy Martinez, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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Leslie E. Devaney, City Attorney  
City of Del Mar

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

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Ordinance No. XXXX, which has been published pursuant to law, and adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 3<sup>rd</sup> day of February 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

---

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

**Strikeout of Ordinance No. 1022**

**Chapter 23.12 – CA CODES FOR CONSTRUCTION**

**DIVISION 7. - GREEN BUILDING CODE**

**23.12.070 - Adoption of the 2025 California Green Building Code, Part 11, Title 24 of the California Code of Regulations.**

~~The California Green Building Code There is adopted and incorporated by reference herein as the City's city green building code for the stated purpose of prescribing regulations in the City of Del Mar for improving public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices, the 2025 California Green Building Code, Part 11, Title 24 of the California Code of Regulations, a portion of the California Building Code, as defined in the California Health and Safety Code, Section 18902 et seq. Except as otherwise provided in this chapter and other parts of the Del Mar Municipal Code, all construction shall be in conformance with the California Building Standards Code and rules and regulations promulgated pursuant thereto, including the 2025 California Green Building Code, published by the California Building Standards Commission and Appendix A5 (Tier 1 non-residential voluntary measures), incorporated herein by reference, is adopted as mandatory provisions for all new non-residential construction and any non-residential construction over a \$150,000.00 valuation as determined by the City of Del Mar Building Division.~~

**23.12.071 - Local Amendment to the California Green Building Code - Implementation of Voluntary Tier 1 Building Code Standards as Mandatory Measures for Non-residential Construction.**

Except as otherwise provided in this Chapter or by other parts of the Del Mar Municipal Code, all construction shall be in conformance with the California Building Standards Code and rules and regulations promulgated pursuant thereto, including the 2025 California Green Building Code, published by the California Building Standards Commission and Appendix A5 (Tier 1 non-residential voluntary measures), incorporated herein by reference, is adopted as mandatory provisions for all new non-residential construction and any non-residential construction over a \$150,000.00 valuation as determined by the City of Del Mar Building Division.

**BUILDING STANDARDS COMMISSION**

2525 Natomas Park Drive, Suite 130  
Sacramento, California 95833-2936  
(916) 263-0916

December 2, 2025

Nicole Morrow, AICP, Associate Planner nmorrow@delmar.ca.us  
City of Del Mar, Planning and Community Development  
1050 Camino del Mar  
Del Mar, CA 92014

Re: Ordinance # 1022 – Partial

Dear Nicole Morrow:

The purpose of this letter is to provide the determination of the California Building Standards Commission (CBSC) following review of the ordinance(s) referenced above from **City of Del Mar** on **9/25/2025** pertaining to local modifications to the provisions of the **2025** California Building Standards Code, Title 24, California Code of Regulations (Title 24).

**The code modifications are partially accepted for filing.** This letter attests to the filing’s compliance with the Health and Safety Code (HSC) Sections noted below, with the exception of the following deficiencies:

<input checked="" type="checkbox"/>	Missing express findings based on local conditions per HSC Sections 17958.7(a) and (b) and 18941.5(b).
<b>Deficiencies:</b>	<b>23.12.070 - Adoption of the 2025 California Green Building Code</b> , adopting Appendix A5 as Mandatory for all new non-residential construction and any non-residential construction over \$150,000.00 valuation as determined by City of Del Mar Building Division.

Please resubmit the filing including the item(s) identified in the table above. At that time, CBSC will again review the submittal for a fully acceptable for filing determination.

**Additional information:**

Please note that local modifications to Title 24 are specific to each edition and must be readopted by the authority having jurisdiction and filed with CBSC for each subsequent triennial edition to remain in effect.

**Fire Protection District:** Per HSC Section 13869.7, ordinances making modifications to Title 24, require such ratified ordinances and express findings to be filed with the Department of Housing and Community Development (HCD), Division of Codes and Standards, State Housing Law Program, rather than CBSC.

**Energy efficiency:** Ordinances making modifications to the energy efficiency and conservation provisions in the California Energy Code, Part 6 of Title 24, may require approval from the California Energy Commission pursuant to Public Resources Code Section 25402.1(h)(2).

If you have questions or need further information, please contact me at (916) 263-0916.

Sincerely,

*Beth Maynard*

Beth Maynard  
Associate Construction Analyst



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: February 3, 2026

SUBJECT: Council Consideration of the 2026 Legislative Policy Guidelines

**REQUESTED ACTION/RECOMMENDATION:**

Staff recommends that the City Council approve the City's 2026 Legislative Policy Guidelines (Attachment A).

**BACKGROUND:**

Starting in 2011, the City Council adopted Legislative Policy Guidelines (Guidelines) to allow the City to take appropriate positions on state and federal legislative and administrative issues that affect the City of Del Mar. The Guidelines are brought forward to the City Council annually for review early in the calendar year and are intended to comprehensively identify and memorialize the City's position on a broad spectrum of issues. The most recent revisions to the Guidelines were adopted on February 3, 2025.

**DISCUSSION/ANALYSIS:**

The Guidelines assist the City Council and staff in representing the City in state and federal advocacy and provide guidance to Councilmembers and staff who may be called upon by regional, state, and federal officials, or their staff, to represent the City of Del Mar on a wide range of policy issues.

The Guidelines allow the City Council to take the following actions:

- Bring forward a proposed revision to the Guidelines (by two Councilmembers);
- Advocate in support of or opposition to legislation in accordance with the Guidelines;
- Take a position on a matter in accordance with the Guidelines;
- Represent the City on issues outlined in the Guidelines;
- Bring periodic updates to Council on important legislative issues; and/or
- Seek support for City policy at all levels of the federal and state government, including administrative departments.

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City Council Action:

For issues not addressed in the Guidelines, or where mitigating factors may warrant a position different from those identified in the Guidelines, the matter shall be considered by the full City Council for direction.

To review the 2026 Guidelines for potential updates, staff sought feedback from City staff, the City's legislative affairs consultant, Townsend Public Affairs (TPA), and the City Council. The following recommendations were provided by City staff and TPA:

- **Remove** from the "Elections" section the following provision, as all registered voters now receive mail balls: "Support legislation that authorizes the City to conduct a special election wholly by mail or via a secure, online voting system."
- **Add** to the "Elections" section: "Oppose legislation that would impose overly costly, burdensome, or administratively complex election requirements on local governments, including mandates that increase operational expenses without providing corresponding funding."
- **Add** to the "Public Works" section: "Support coordinated planning, design, and delivery of public works and transportation projects through strong collaboration among local, state, and federal governments, transportation agencies, and utility providers to achieve intended outcomes, ensure efficient implementation, and maximize community and regional benefits."
- **Add** to the "Housing" section: "Support measures that would create standardized housing element review processes and increased information sharing with the Department of Housing and Community Development (HCD)."

Staff recommends that the City Council adopt the 2026 Guidelines with these revisions as show in Appendix A.

**FISCAL IMPACT:**

There is no fiscal impact or action required 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.

**ATTACHMENTS:**

Attachment A – 2026 Legislative Policy Guidelines

# CITY OF DEL MAR



## 2026 LEGISLATIVE POLICY GUIDELINES

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APPROVED FEBRUARY 3, 2026

## INTRODUCTION

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The following guidelines shall be utilized by the City to take appropriate positions regarding both State of California and federal legislative and administrative issues that affect the City of Del Mar. The guidelines are to define City Council approved positions and to assist the City Council and staff in pro-active advocacy and in responding to various issues as they arise so that the City response may be timely, clear, and consistent with City Council direction. The guidelines are also to guide the official positions of Council Members that represent the City on regional and/or local government bodies and in making public statements reflecting City positions. At any time, any two Council Members may recommend changes to the Legislative Policy Guidelines. Individual Council Members retain the right to state personal positions different from these adopted guidelines but only when such statements are identified as a personal expression differing from adopted City positions.

When a legislative matter arises that is addressed in these guidelines, City staff may prepare a letter for the Mayor's signature taking a position on the matter in accordance with these guidelines. For issues not addressed in these guidelines, or if there are mitigating factors where the City Council may want to take a position different from those indicated in these guidelines, the issue shall be considered by the City Council for direction.

As needed, any two Council Members can provide periodic updates of important legislative issues to the City Council at regular City Council Meetings. The City Council will then have the opportunity to approve a position statement on the issues. The City Council will review the Legislative Policy Guidelines annually to recommend changes prior to the beginning of each legislative session.

If for some reason there is a conflict between City Council adopted goals and these legislative policies, the adopted goals shall supersede these policies.

### **Guiding Principles**

#### *I. Preserve Local Control and Governance*

Preserve and protect the City's authority, duties, and prerogatives to enact local legislation and policy direction concerning local affairs. Oppose legislation that preempts local authority and advocate for the preservation of the City's ability to raise revenue and provide vital services for its residents.

#### *II. Promote Fiscal Stability*

Support measures that promote fiscal stability, predictability, financial solvency, and preserve the City's revenue base. Maintain maximum control over local government budgeting while opposing measures that shift local funds to the county, state, or federal governments to implement unfunded mandates and other regulatory costs.

#### *III. Support Funding Opportunities for Projects Consistent with City Goals*

Support funding opportunities that allow the City to compete for its fair share of regional, state, and federal funding. Support funding for programs consistent with City goals including but not limited to economic development, infrastructure development, housing, transportation, air quality, climate change, sustainability, water quality, parks and recreation, fairgrounds, hazard mitigation, public safety, and public health.

Support efforts to strengthen, modernize, and provide funding for local emergency response and preparedness capacities.

Support ongoing investments from the State and Federal governments to allow the city to effectively respond to public health emergencies.

Support legislation and budgetary measures that provide funding for local governments to beautify their communities and remove trash and debris.

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## I. LOCAL GOVERNMENT FINANCE

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### A. State-Federal Mandated Programs

1. Support legislation requiring the State and Federal Government to provide full cost reimbursement to cities for all mandated programs and for all programs resulting in revenue losses.
2. Oppose any measure that mandates procedures (such as maintenance-of-effort) that would make local government more dependent on the State for financial stability.
3. Support legislation that further protects local government revenue from being taken, confiscated, shifted, diverted, or otherwise used to fund State government operations and responsibilities.

### B. Long-Term Financing of Local Agencies

1. Support legislation to stabilize local government financing, to increase funding to local agencies and to permit the most cost-efficient management of state-mandated programs.
2. Support enhancement of Community Development Block Grant and other Federal funding.
3. Support efforts to create financing options to help local governments encourage sensible affordable housing development.

### C. Revenues, Fees and Taxes

1. Support legislation that increases revenues or improves local government's ability to generate revenue.
2. Support legislation to protect and preserve local control over locally imposed taxes and fees (such as transient occupancy tax, wireless communication infrastructure fees, and franchise fees).
3. Support legislation that would prevent property and sales tax shifting from cities.
4. Support legislation to protect critical local programs, services, and funding from administrative action and/or State budget cuts during the current legislative session.
5. Support legislation that would create cost recovery for local police, fire, and emergency medical services to state properties.
6. Support legislation that would create cost recovery for local non-safety public services to state properties.

7. Support legislation that would amend the State Constitution Article XIID, Section 6.C. to include storm drain fees among the list of types of fees that are exempt from the voting requirements imposed by Proposition 218.
8. Oppose legislation or administrative action that reduces or reallocates revenues attributable to Del Mar to any other governmental entity, including the County, State, or Federal governments.
9. Support efforts that would authorize local governments to participate in revenue sharing agreements with federal, state, and local agencies, as well as non-profits and community-based organizations.

**D. Procurement**

1. Oppose legislation that would overly complicate, prolong, or make existing laws pertaining to procurement of goods and services more onerous for local cities.

**E. Public Health Relief Measures**

1. Support all local, state, and federal legislation or administrative action that provides direct funding relief to cities that have been economically impacted by a public health emergency and/or stay-at-home mandate, including the flexibility to backfill lost revenue.
2. Support all local, state, and federal legislation or administrative action that provides direct relief funding and/or programmatic support for local businesses that have been economically impacted by a public health emergency and/or stay-at-home mandate.

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**II. GENERAL GOVERNMENT**

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**A. Workers' Compensation**

1. Oppose legislation that would increase employee benefits without system reforms which would offset increased employer costs.
2. Oppose legislation that would provide presumptive eligibility for the award of benefits for Workers' Compensation or other employee health benefits.
3. Support legislation that would remove existing presumptive eligibility for the award of benefits for Workers' Compensation or other employee health benefits.
4. Support legislation that would reform the Workers' Compensation system to reduce employer cost through the reduction of system abuse.

**B. Unemployment Compensation**

1. Oppose legislation which would increase employer liability for unemployment compensation, or which would reduce local discretion to manage this risk.

**C. Labor Relations**

1. Oppose legislation that would impede local administration of labor relations.
2. Oppose legislation that would require, impose, or expand compulsory binding arbitration for public employees.
3. Oppose legislation that would increase the cost of benefits, the cost of administering benefits, or mandate that a special group health and welfare benefit be provided to all employees.
4. Oppose legislation that reduces local control over public employee disputes and/or imposes regulations from an outside agency.
5. Oppose legislation that makes disciplinary proceedings for public safety employees similar to criminal proceedings, making it virtually impossible for employers to prove an administrative violation.
6. Oppose legislation restricting the availability of evidence in administrative investigations and hearings involving public safety employees.
7. Support legislation that would categorize employers with 50-99 employees as “Large Group Employers,” for purposes of the Affordable Care Act.

**D. Pension Reform**

1. Support legislation consistent with the League of California Cities’ recommendations for pension reform that provides sustainable pensions for employees.
2. Support legislation that would allow employees to be able to pay for a greater amount of the pension costs.
3. Support pension reform that would control or decrease employer liability or increase transparency in reporting without imposing undue hardships or administrative burdens on local governments.

**E. Elections**

1. Oppose legislation that would impose overly costly, burdensome, or administratively complex election requirements on local governments, including

mandates that increase operation expenses without providing corresponding funding.

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### III. PUBLIC PROTECTION

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#### A. Crimes

1. Support legislation that would protect the public from the dangerous and improper use of weapons and enact necessary regulations to control their use.
2. Pursuant to Resolution 2013-09, support legislation that bans the sale, transfer, manufacturing, and importation of military-style assault weapons and high-capacity ammunition magazines.
3. Oppose legislation that would weaken the authority of local law enforcement to control the issuance of concealed weapon permits.
4. Support legislation that strengthens State graffiti law and provides local government revenue and resources for graffiti abatement.
5. Support legislation that would protect the public from crimes, including identity theft, committed by use of computers, Internet or other electronic means.

#### B. Drugs

1. Support legislation that strengthens the ability of local government to restrict or regulate the sale, manufacture, and the use of alcohol, electronic smoking devices and flavored tobacco products, and/or other controlled substances.
2. Support legislation that would provide a greater share of seized assets to localities.

#### C. Fire Protection

1. Support legislation protecting local discretion regarding building and fire code standards.
2. Support legislation that provides funding for local emergency operations including equipment, services, and personnel.
3. Support legislation that provides funding to enhance wildfire mitigation and emergency response efforts.
4. Oppose legislation and administrative action that would change or eliminate inverse condemnation and make utilities not liable for fires caused by their equipment with consideration of the conduct of the utility in the design, operation and maintenance

of its assets, and with consideration of factors outside of the control of the utility such as extreme climate.

5. Support legislation and administrative action that requires utilities to work cooperatively with local government to plan for reducing wildfire risks.
6. Support legislation that would sustain or enhance federal homeland security grants.

**D. Homeland Security**

1. Support legislation that would encourage community safety and provide funding for Homeland Security measures.
2. Support legislation that would require communicating with city officials regarding threats to local safety, as threats occur.

**E. Homelessness**

1. Support legislation that would provide funding for mental health resources and housing solutions for the homeless and facilitate inter-agency partnerships and shared resources to collaborate on solutions between regional agencies.

**F. Aircraft Noise**

1. Support legislation and regulations that promotes the reduction of aircraft noise impacting the City.
2. Support legislative and regulatory efforts to monitor, regulate and enforce helicopter noise in residential areas while being respectful of United States Military, law enforcement and emergency first responder operations.

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**IV. TRANSPORTATION AND PUBLIC WORKS**

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**A. Transportation**

1. Support legislation to enable SANDAG and local cities and the county to update the Regional Transportation Plan and take actions to enhance transit options based on clean vehicles and technology over carbon fueled motor vehicles.
2. Support legislation and administrative action that promote alternative clean fuel vehicles and their support facilities.
3. Support legislation and administrative action that facilitates innovation in transportation options including autonomous vehicles.

4. Support legislation and administrative action that promotes options to single occupancy carbon fueled car travel such as rapid bus lanes and service, HOV lanes, rail, shared use vehicles, autonomous, and on demand systems.
5. Support legislation that provides equitable amounts of Federal and State funding for roads, and highways, and transit and facilitates in the timely construction of local transportation projects.
6. Support legislation that reaffirms Federal and State responsibility for transportation including but not limited to highway funding.
7. Support legislation to authorize financial incentives for employees who commute to work in carpools, use public transportation, or utilize clean modes of transportation, such as bicycling and electric vehicles.
8. Support funding for increased bike lanes, and associated infrastructure (e.g., lighting and traffic barriers), to provide safe, accessible, and strategic bike routes for both commuters and recreational users.
9. Support legislation that provides funding from SANDAG, the Federal, and/or the State Government for the planning and construction of the following types of improvements at the Del Mar Fairgrounds: seasonal and permanent rail platform; affordable housing; mobility hubs; fleet mobility services; and micro-mobility solutions.
10. Support legislation and funding to promote and construct safe pedestrian railroad crossings, including at-grade crossings where over/underpass crossings are not feasible.
11. Support funding for studies where at-grade and/or over/underpass pedestrian railroad crossings are feasible.
12. Support legislation and administrative action at the Federal and State level to minimize or eliminate the liability of local governments, including cities and transit districts, for rail accidents involving pedestrians or vehicles. Support railroad safety measures, including dedicated safe crossings, while upholding public stewardship and self-governance to protect precious coastal resources, scenic views, and public access to bluffs, trails, beaches, and the ocean.
13. Support legislation to allow non-ADA compliant over/underpasses to cross rails to access the beach where there is an ADA compliant access point nearby.
14. Support Federal and State legislation and administrative action to further mobility strategies that encourage alternative forms of transportation to reduce reliance on automobiles.

15. Support legislation, funding opportunities, and administrative action to further electric and zero emission vehicles and their needed support services.
16. Support legislation and administrative action to help local governments manage transportation issues to further their adopted Climate Action Plan goals.
17. Support legislation, funding, and administrative action to accelerate relocation of the rail line from the Del Mar bluffs to an appropriate inland location.
18. Support legislation, funding, and administrative action for interim repairs on the Del Mar bluffs to keep the rail line safe until it can be relocated inland, including full mitigation for any impacts of interim repairs.

**B. Solid Waste and Recycling**

1. Support legislation that would assist local agencies in implementing recycling and diversion programs.
2. Support legislation that encourages the State to provide funding for added costs of implementing mandatory solid waste, household hazardous waste, organics diversion, and recycling programs to local agencies.
3. Support legislation that sets reasonable and flexible recycling standards.
4. Support legislation that would exempt a city from AB 939 or other state legislation penalties due to a State installation's excessive contribution to the city's waste stream.
5. Support legislation encouraging active development of markets for recycled goods.
6. Support legislation requiring local agencies to prepare and implement household hazardous waste collection plans and provide funding therefore.
7. Support legislation that reduces local government's superfund liability for solid waste.
8. Support legislation that promotes or provides funding for zero waste programs, composting programs, and other programs for addressing organic waste.
9. Support legislation that addresses plastics and other difficult to recycle/manage pollutants at the source by shifting from producing and using such materials to alternatives that reduce the need to recycle or landfill waste.
10. Support measures that provide flexibility for local jurisdictions to meet mandated short lived-climate pollutant goals set by the State through SB 1383 and other mandatory organics recycling regulations.

11. Oppose solid waste regulations without coordinated support and funding from the State and waste haulers.

**C. Public Works**

1. Support legislation that would address poor performance by contractors selected under low bid contract requirements.
2. Support legislation that would allow all cities to use design build or other delivery methods for constructing capital improvement programs.
3. Support coordinated planning, design, and delivery of public works and transportation projects through strong collaboration among local, state, and federal governments, transportation agencies, and utility providers to achieve intended outcomes, ensure efficient implementation, and maximize community and regional benefits.

**D. Utilities Undergrounding**

1. Support legislation and administrative action that would help facilitate the implementation of the City's Undergrounding Project, including advocating to the California Public Utilities Commission to issue rulemaking that would make undergrounding projects more cost effective.

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**V. RESOURCES AND ENVIRONMENT**

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**A. California Environmental Quality Act**

1. Oppose legislation that would weaken or substitute the CEQA requirements in favor of a lesser process, such as National Environmental Policy Act (NEPA).

**B. Offshore Drilling**

1. Oppose legislation that includes any San Diego coastal areas in the lease sale program.
2. Support legislation that provides for oil spill prevention and response.
3. Support legislation that creates a Coastal Sanctuary that prohibits a state agency from entering into a new lease for the extraction of oil in state waters.
4. Oppose any legislation that increases gas or oil drilling off the coast of California.

**C. Waterfront**

1. Support legislation that provides funding for waterfront coastal restoration, protection, and enhancement.
2. Support efforts to protect the San Dieguito Lagoon and the Los Peñasquitos Lagoon.
3. Support legislation, administrative action, and provision of funding to assist in implementation of the City's Sea Level Rise Adaptation Plan.

**D. Water**

1. Support legislative efforts to improve the potable water quality in San Diego County.
2. Support legislation to provide Southern California with a stable source of water.
3. Support legislation that would provide incentives and funding for alternative water sources and for water conservation measures sponsored by local agencies.
4. Support legislation that would advance the opportunity to secure and utilize reclaimed/recycled water.
5. Support legislation that will require a showing of the availability of potable water in connection with any new development in San Diego County.
6. Support legislation, policies or practices that would decrease pollution to the ocean or waterways.

**E. Storm Drain and Sewer**

1. Support legislation to provide funding for mitigation measures and projects to reuse, recharge, divert, or treat urban runoff.
2. Oppose legislation that imposes more stringent requirements on storm drain runoff without providing funding and/or consideration of the feasibility of monitoring and mitigation of such requirements.
3. Monitor any new or reviewed requirements by State or Federal agencies for testing water quality and water body closures.
4. Support state and federal legislation and administrative action to encourage reclamation and recycling of wastewater from the Metro Waste Water System and the San Elijo Joint Powers Authority for potable and purple pipe reuse.

**F. Regional Growth Management**

1. Support legislation that would produce additional resources, including adequate funding, to local agencies to address regional growth and transportation issues.
2. Support legislation and administrative action that would encourage managing growth in a manner that is consistent with State and local climate action goals of reducing vehicle miles travelled and greenhouse gas emissions.

**G. Air Quality**

1. Support legislation to improve the air quality in San Diego County.
2. Support legislation that allocates State and/or Federal funds for compliance with Federal and State air quality standards.
3. Support legislation that would provide funding for zero emission vehicles and their support infrastructure.

**H. Wetlands**

1. Oppose legislation that adversely impacts the wetlands.
2. Support legislation that provides funding for the acquisition, enhancement and protection of wetlands and wildlife habitat.
3. Support legislative and administrative actions to allow wetlands to adapt to climate change and rising sea levels without loss of habitat value.

**I. Energy**

1. Support legislation that effectively stabilizes energy availability and reduces energy costs.
2. Support legislation that would provide funding for alternative energy sources, energy efficiency, energy storage, and conservation measures.
3. Support legislation that provides for the safe decommissioning/removal of nuclear material at the San Onofre Nuclear Generating Station (SONGS).
4. Support legislation at the federal and state levels to allow for removal of nuclear waste from SONGS to a safe inland temporary storage location pending federal identification of a permanent storage option. Oppose ongoing storing this waste on the beach at SONGS.
5. Support Community Choice Aggregation (CCA) [also known as Community Choice Energy (CCE)] and the Clean Energy Alliance to allow residents and

businesses the option to purchase clean energy from renewable sources and oppose any efforts to impede CCA's/CCE's, including but not limited to, increased departure charges.

6. Support CCA programs including the Clean Energy Alliance that pursue distributed energy, community solar, micro grid projects, and similar local programs of benefit to the city.

## **J. Land Use**

1. Oppose legislation that takes a punitive approach to City General Plan Housing Element and the imposition of any extraordinary powers in State agencies with regard to City Housing Elements.
2. Support legislation to allow local governments flexibility in how they meet their state mandated housing goals.
3. Support legislation that allows jurisdictions to review, validate, and raise concerns regarding Regional Housing Needs Allocation (RHNA) data and methodologies prior to approval and takes into consideration unique situations (e.g., Fairgrounds).
4. Oppose legislation, or other agency actions, that would usurp local control of land use decision-making.
5. Oppose legislation that would impose State-mandated development standards or procedures that are contrary to the Del Mar Community Plan or local land use policy.
6. Oppose legislation that is inflexible and cannot be modified through local review.
7. Monitor proposals that would alter air traffic systems that would impact Del Mar.
8. Support legislation to reaffirm that regulation of short-term rentals is a local matter.
9. Oppose legislation to reduce or encroach upon the autonomy of Charter Cities as to home rule powers, including as to land use, housing, and zoning.

## **K. Sea-Level Rise and Climate Change**

1. Support legislation that continues to monitor sea-level rise and climate change and the effect on local jurisdictions.
2. Support legislation that would provide local jurisdictions funding for resilience and response to sea-level rise and climate change.
3. Support legislation that allows local governments flexibility in how they implement sea level rise and climate change adaptation goals and meet federal and state flood management standards.

4. Support legislation and administrative action at the federal and state level to provide funding and assistance to coastal cities addressing adaptation to sea level rise and increased flooding risks.
5. Support legislation and administrative action at the federal and state level to increase funding for local governments implementing sand replenishment and other adopted strategies for addressing sea level rise.
6. Support legislation, funding, and administrative action to remove sediment accumulation in the regions coastal lagoons and upstream behind dams and use it for beach sand replenishment.

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## **VI. RECREATION**

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### **A. Funding**

1. Support legislation that would provide funds for local and regional recreation areas, parks, trails, facilities, and services including visitor parking facilities.

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## **VII. CITY – 22<sup>ND</sup> DAA RELATIONS**

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### **A. Jurisdiction and Land Use**

1. Support legislation and Coastal Commission findings that reaffirm the limits of the sovereign powers of the 22<sup>nd</sup> DAA to its governmental mandate to promote California Agriculture, business, and products.
2. Support legislation that subjects all activities conducted on the Fairgrounds to local health, safety, and noise ordinances.
3. Support legislation to allow the City of Del Mar to obtain credit for affordable housing programs on 22<sup>nd</sup> DAA property within or contiguous to the city.
4. Support legislation to allow the 22<sup>nd</sup> DAA to engage in all types of transactions with the city to further affordable housing programs, including leases, sales, joint ventures partnerships, Joint Powers Agreements, and the like.
5. Oppose efforts that require the City to ministerially approve housing development projects without adequate input from local agencies or a robust public engagement process.

### **B. Housing**

1. Support legislation and administrative action that facilitates the 22<sup>nd</sup> DAA to provide on-site affordable housing, including work force housing, to help the City meet its assigned Regional Housing Needs Assessment (RHNA) requirements for affordable housing requirements attributable to the number of employees who work at the Fairgrounds and because the State property accounts for approximately 25% of the City's total land area.
2. Support legislation to allow local implementation of creative solutions to local housing needs while gaining RHNA credit, such as: student housing programs implemented in conjunction with local universities and community colleges and housing on the Del Mar Fairgrounds.
3. Support measures that would create standardized housing element review processes and increased information sharing with the Department of Housing and Community Development (HCD).
4. Support legislative and administrative action to confirm that local governments can adopt local rules clarifying that Accessory Dwelling Units (ADUs) can be used only for housing.

**C. Financial Relationship**

1. Support legislation and administrative action to cause the 22<sup>nd</sup> DAA to pay for its fair share of municipal services and road and bridge maintenance and repairs.
2. Support legislation and administrative action to encourage the State Department of General Services to reduce the rent of the Del Mar Fire Station.
3. Support legislation and administrative action that would give Del Mar a revenue share for sports gaming, concerts, and other revenue activities on 22<sup>nd</sup> DAA property within the city limits.

**D. Events**

1. Oppose legislation or administrative action that would overturn prohibitions on the sale of firearms and ammunition at the Del Mar Fairground.
2. Support legislation or requirements that prohibit on-site smoking, on-site consumption, or on-site sale of cannabis products at state fairgrounds where the local city prohibits such use.



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: February 3, 2026

SUBJECT: Adoption of a Resolution to Amend the State Lands Commission Lease No. 8181 for the Camino Del Mar Bridge Replacement Project

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution approving an Amendment to State Lands Commission General Lease Agreement No. 8181 for the Camino Del Mar Bridge Replacement Project (Attachment A) and authorizing the City Manager to execute the Amendment on behalf of the City.

## BACKGROUND:

The California State Lands Commission (SLC) was established in 1938 and manages four million acres of tide and submerged lands and the beds of natural navigable rivers, streams, lakes, bays, estuaries, and straits. These lands are often referred to as sovereign or Public Trust lands. SLC protects and enhances these lands and natural resources by issuing leases for use or development, providing public access, and resolving boundaries between public and private lands. Through its actions, SLC secures and safeguards the public's access rights to natural navigable waterways and the coastline and preserves irreplaceable natural habitats for wildlife, vegetation, and biological communities.

SLC has jurisdiction and management responsibility for the lands where the Camino del Mar Bridge crosses over the San Dieguito River, and for which the City has an existing General Lease Agreement No. 8181 (Lease Agreement) (Attachment B). The Lease Agreement covers maintenance of the existing bridge for a 49-year term beginning June 1, 2000, and ending May 31, 2049.

## DISCUSSION/ANALYSIS:

Following review of the design plans and environmental documents for the Camino Del Bridge Replacement Project, SLC notified the City that an Amendment to the Lease Agreement is required to allow for project construction activities as further described in the attached Resolution (Attachment A) and proposed General Lease Amendment (Lease Amendment) (Attachment C). Approval of the Lease Amendment is critical to ensuring timely construction of the Camino

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## City Council Action:

Del Mar Bridge Replacement Project and will be considered by the SLC at its February 9, 2026, meeting.

The Lease Amendment reflects the SLC's current standardized formatting and language, and references project-specific environmental protections that will be included in the bid package for the contractor. Staff recommends that the City Council approve the required SLC Lease Amendment and authorize the City Manager to execute the amendment.

FISCAL IMPACT:

There is no fiscal impact or action required by the City Council related to the recommended action.

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

The Camino Del Mar Bridge Replacement Project is a Tier 1 City Council priority item.

ATTACHMENTS:

Attachment A – Resolution No. 2026-XX

Attachment B – SLC Lease Agreement No. 8181

Attachment C – Proposed Amendment to SLC Lease Agreement No. 8181

## RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA APPROVING THE AMENDED GENERAL LEASE AGREEMENT NO. 8181 BETWEEN THE STATE OF CALIFORNIA STATE LANDS COMMISSION AND THE CITY OF DEL MAR

WHEREAS, the California State Lands Commission (SLC) was established in 1938 and manages four million acres of tide and submerged lands and the beds of natural navigable rivers, streams, lakes, bays, estuaries, and straits; and

WHEREAS, the SLC protects and enhances these lands and natural resources by issuing leases for use or development, providing public access, resolving boundaries between public and private lands; and

WHEREAS, the SLC has jurisdiction and management responsibility for the lands that the Camino del Mar Bridge crosses over the San Dieguito River; and

WHEREAS, the City has an existing General Lease Agreement (No. 8181) with SLC that covers maintenance of the existing bridge beginning June 27, 2000; and

WHEREAS, the SLC is requiring the City to execute an Amendment to General Lease Agreement (No. 8181) to allow for construction activities related to the Camino Del Mar Bridge Replacement Project.

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

1. The above recitals are true and correct;
2. The City Council hereby approves the Amended General Lease Agreement (No. 8181);
3. The City Manager is authorized to execute the Amended General Lease Agreement (No.8181) on behalf of the City; and
4. For any future General Lease Agreement (No. 8181) with non-substantive impacts to the City of Del Mar, the City Manager is authorized to sign such a modified agreement.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 3<sup>rd</sup> day of February 2026.

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Tracy Martinez, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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Leslie E. Devaney, City Attorney  
City of Del Mar

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

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2026-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 3rd day of February, 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
California State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

**STATE OF CALIFORNIA**  
**OFFICIAL BUSINESS**  
Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 299-030-08/09  
County: San Diego

W 25622

**LEASE PRC 8/81.9**

This Lease consists of this summary and the following attached and incorporated parts:

- Section 1                      Basic Provisions
- Section 2                      Special Provisions Amending or Supplementing Section 1 or 4
- Section 3                      Description of Lease Premises
- Section 4                      General Provisions

**SECTION 1**

**BASIC PROVISIONS**

**THE STATE OF CALIFORNIA**, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to:

**City of Del Mar**

hereinafter referred to as Lessee:

**WHOSE MAILING ADDRESS IS:**                      1050 Camino Del Mar  
Del Mar, California 92014

those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

**LEASE TYPE:** General Lease - Public Agency Use

**LAND TYPE:** Sovereign Land

**LOCATION:** San Dieguito River, Del Mar, San Diego County

**LAND USE OR PURPOSE:** Maintenance of existing Camino Del Mar Bridge and the replacement of the existing Barrier Railing and Pedestrian Walkway.

**TERM:** 49 years; beginning June 1, 2000; ending May 31, 2049, unless sooner terminated as provided under this Lease.

**CONSIDERATION:** The public use and benefit; with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest.

Subject to modification by Lessor as specified in Paragraph 2(b) of Section 4 - General Provisions.

**AUTHORIZED IMPROVEMENTS:**

  X   **EXISTING:**

       **TO BE CONSTRUCTED; CONSTRUCTION MUST BEGIN BY:** N/A

**AND BE COMPLETED BY:** N/A

**LIABILITY INSURANCE:** \$1,000,000 Combined Single Limit Coverage

**SURETY BOND OR OTHER SECURITY:** N/A

**SECTION 2  
SPECIAL PROVISIONS**

**BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED,  
REVISED OR SUPPLEMENTED AS FOLLOWS:**

1. Lessee will provide Lessor with copies of final design plans for the Barrier Railing/Pedestrian Walkway Replacement Project.

SECTION 3

All of those sovereign tide and submerged lands of the State of California, in the bed of the San Dieguito River, situated in the City of Del Mar, County of San Diego, State of California, lying within the former California State Highway Right of Way (now known as Camino Del Mar), being 100.00 feet in width, as shown on the CALTRANS Right of Way map for Route XI – SD – 2 – DIMr, filed as LO-9605 and being Sheet 4 of 22 on file in the CALTRANS DISTRICT 11 office, San Diego, California.

END OF DESCRIPTION

## SECTION 4

## GENERAL PROVISIONS

1. **GENERAL**

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. **CONSIDERATION**(a) **Categories**(1) **Rental**

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) **Non-Monetary Consideration**

If the consideration to Lessor for this Lease is the public use, benefit, health or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

(b) **Modification**

Lessor may modify the method, amount or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

(c) **Penalty and Interest**

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

3. **BOUNDARIES**

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

4. **LAND USE**(a) **General**

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements and

within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) **Continuous Use**

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

(c) **Repairs and Maintenance**

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

(d) **Additions, Alterations and Removal**

(1) **Additions** - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) **Alteration or Removal** - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

(e) **Conservation**

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

(f) **Toxics**

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, state or local law, regulation or ordinance dealing with such wastes, substances or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

(g) **Enjoyment**

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use

and enjoyment of the Lease Premises as provided under this Lease.

(h) **Discrimination**

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

(i) **Residential Use**

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

5. **RESERVATIONS, ENCUMBRANCES AND RIGHTS-OF-WAY**

(a) **Reservations**

- (1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.
- (3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) **Encumbrances**

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances and claims and is made without warranty by Lessor of title, condition or fitness of the land for the stated or intended purpose.

6. **RULES, REGULATIONS AND TAXES**

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtain and maintain all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

7. **INDEMNITY**

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury or casualty on the Lease Premises.

8. **INSURANCE**

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the

policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

#### 9. SURETY BOND

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

#### 10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise

transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrancing or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of

or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

## 11. DEFAULT AND REMEDIES

### (a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;
- (6) Lessee's failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or
- (7) Lessee's failure to comply with applicable provisions of federal, state or local laws or

ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

### (c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

## 12. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All plans for and subsequent removal and restoration

shall be to the satisfaction of Lessor and shall be completed within ninety (90) days after the expiration or sooner termination of this Lease or after compliance with paragraph 12(d), whichever is the lesser.

(d) In removing any or all the improvements Lessee shall be required to obtain any permits or other governmental approvals as may then be required by lawful authority.

(e) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law regulation or ordinance.

13. **QUITCLAIM**

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

14. **HOLDING-OVER**

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of this Lease, except that the annual rental then in effect shall be increased by twenty-five percent (25%).

15. **ADDITIONAL PROVISIONS**

(a) **Waiver**

- (1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.
- (2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

(b) **Time**

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) **Notice**

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) **Consent**

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) **Changes**

This Lease may be terminated and its term, covenants and conditions amended, revised or supplemented only by mutual written agreement of the parties.

(f) **Successors**

The terms, covenants and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) **Joint and Several Obligation**

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) **Captions**

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

(i) **Severability**

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

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STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE P.R.C. NO. 8181.9

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE

City of Del Mar

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

Laurence Brekke-Espaya  
CITY MANAGER  
6/22/00

By: David S. Anderson  
Title: Assistant Chief  
Land Management Division  
Date: JUL 05 2000

ACKNOWLEDGEMENT

This Lease was authorized by the California State Lands Commission on

June 27, 2000  
(Month Day Year)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego

On June 22, 2000 before me, Connie S. Smith Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Lauraine Brekke-Esparza  
Name(s) of Signer(s)

personally known to me - OR -  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.



WITNESS my hand and official seal.

Connie S. Smith  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: lease PRC  
Document Date: 6/22/2000 Number of Pages: 6 (2-sided) <sup>some</sup>

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Lauraine Brekke-Esparza Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here



Signer Is Representing:  
City of Del Mar

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

**STATE OF CALIFORNIA  
OFFICIAL BUSINESS**

Document entitled to free  
Recordation pursuant to  
Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 299-030-08 & 09  
County: San Diego

**STATE OF CALIFORNIA  
STATE LANDS COMMISSION  
AMENDMENT OF LEASE 8181**

**WHEREAS**, the State of California, acting through the **State Lands Commission**, hereinafter called Lessor, and, **City of Del Mar** hereinafter called the Lessee, have heretofore entered into an agreement designated as Lease 8181 (Lease), authorized by the State Lands Commission on June 27, 2000, whereby Lessor granted to Lessee a General Lease – Public Agency Use covering certain State lands situated in San Diego County; and

**WHEREAS**, Section 4, Paragraph 15(e) provides that the Lease may be terminated and its terms, covenants and conditions amended, revised, or supplemented only by mutual written agreement of the Lessor and the Lessee (hereinafter referred to as the Parties); and

**WHEREAS**, Lessee has requested that the lease be amended to authorize the use of the Lease Premises for components of the Camino Del Mar Bridge Replacement Project; and

**WHEREAS**, by reason of the foregoing, it is now the desire of the Parties to amend the Lease.

**NOW THEREFORE**, the Parties hereto agree as follows:

1. Section 1, Land Use or Purpose, is deleted in its entirety and replaced with: Demolition of the existing Camino Del Mar Bridge, and the construction and use of a new vehicle bridge with bicycle and pedestrian lanes; and use of temporary construction easement areas in and adjacent to the San Dieguito River, as part of the Camino Del Mar Bridge Replacement Project (Project).
2. Section 1, Authorized Improvements to be Constructed, is amended to read: One approximately 624-foot-long vehicle bridge with bicycle and pedestrian lanes.
3. Section 2, Special Provision 1 is deleted in its entirety and replaced with: Lessee is authorized to conduct activities of the Camino Del Mar Bridge Replacement Project, substantially as described in the Camino Del Mar Bridge Replacement Project Mitigated Negative Declaration (MND) State Clearinghouse No. 2022050089. The MND and a Mitigation Monitoring and Reporting Program (MMRP) were adopted by Lessee on April 3, 2023. Lessee will fully carry out, implement, and comply with all mitigation measures and reporting obligations related to the land uses authorized by this lease and identified as the responsibility of the City of Del Mar, as set forth in the MMRP or as modified as permitted by law. The MMRP is attached as Exhibit C, and by this reference is made a part of this Lease.
4. Section 2, Special Provision 2, is added to read: Lessee shall not install, attach, or authorize the placement or expansion of any other improvements on the bridge or within the Lease Premises without Lessor's prior review and approval.
5. Section 2, Special Provision 3, is added to read: Prior to the start of construction, Lessee shall have all permits and authorizations from all federal, state, and local agencies having jurisdiction over the project.
6. Section 2, Special Provision 4, is added to read: Lessee shall design, construct, maintain, and conduct necessary inspections in timely manner for all facilities within the Lease Premises as per applicable industry codes, standards, regulations, and permit requirements from all federal, state, and local agencies having jurisdiction over the project.
7. Section 2, Special Provision 5, is added to read: Dumping of any debris into State waters during construction is not allowed. Any construction

debris and all temporary work-related structures/materials shall be removed in their entirety from the Lease Premises or lands subject to the Lessor's jurisdiction by the prior to the project completion. The project area shall be restored to pre-project conditions to the maximum extent practicable.

8. Section 2, Special Provision 6, is added to read: Prior to the start of construction, Lessee shall place warning signage or buoys clearly visible from the shore and in the water both upstream and downstream of the construction site to provide notice of the bridge project and to advise the public to exercise caution. Such signage shall conform to the requirements specified in California Code of Regulations (CCR) title 14, section 7000, et seq. and shall be in place and maintained by Lessee at all times during bridge removal and construction activities. Additionally, Lessee shall notify the California Department of Parks and Recreation, Division of Boating and Waterways of the location, description, and purpose of such signage or buoys upon installation and removal pursuant to CCR title 14, section 7003, subdivision (c).
9. Section 2, Special Provision 7, is added to read: Lessee acknowledges that the land described in Exhibit A of this Lease is subject to the Public Trust and is presently available to members of the public for recreation, waterborne commerce, navigation, fisheries, open space, and any other recognized Public Trust uses. Any construction activities and subsequent use of the Lease Premises shall not unreasonably interfere with or limit Public Trust rights and shall do so only to the extent necessary to protect public health and safety during construction activities authorized by Lessor, or when imminent threats to public health and safety are present.
10. Section 2, Special Provision 8, is added to read: No refueling, maintenance, or repairs to any equipment or vehicles will be permitted within the Lease Premises or lands subject to the Lessor's jurisdiction except for immovable critical/large equipment. Such equipment, if any, must be provided with secondary spill containment system and frequent inspections for leaks. Should a hazardous spill occur within State waters, Lessee shall promptly notify Lessor at (562) 590-5201, the California Governor's Office of Emergency Services at (800) 852-7550, and other applicable agencies. A spill report documenting all aspects of the leak and its final mitigation shall be immediately filed electronically with the

Lessor.

11. Section 2, Special Provision 9, is added to read: Lessee shall require the contractor(s) to maintain a logbook during construction operations conducted under the Lease to keep track of all debris created by objects of any kind that fall into the water. The logbook should include the type of debris, date, time, and location to facilitate identification and location of debris for recovery and site clearance verification. All waste material and debris created by Lessee shall be promptly and entirely removed from the Lease Premises and lands subject to Lessor's jurisdiction.
12. Section 2, Special Provision 10, is added to read: Any vehicles, equipment, or machinery to be used on the Lease Premises are limited to those which are directly required to perform the authorized use and shall not include any vehicles, equipment, or machinery that may cause damage to the Lease Premises or lands subject to Lessor's jurisdiction.
13. Section 2, Special Provision 11, is added to read: All vehicles, equipment, machinery, tools, or other property taken onto or placed within the Lease Premises or lands subject to Lessor's jurisdiction shall remain the property of the Lessee or its authorized contractors. Such property shall be promptly and properly removed by Lessee, at its sole risk and expense. Lessor accepts no responsibility for any damage to any property, including any vehicles, equipment, machinery, or tools within the Lease Premises or lands subject to Lessor's jurisdiction.
14. Section 2, Special Provision 12, is added to read: Within 60 days of completing the construction of authorized improvements, Lessee shall provide Lessor post-construction documents and photos including:
  - a. Digital "as-built" construction plans, certified (stamped, signed, and dated) by a California registered Civil/Structural Engineer, showing all design changes or other amendments to the construction as originally approved for the project, including but not limited to construction of the new bridge and any demolition activities on State land, in both plan view and profile. Lessor shall then revise exhibits to this Lease as necessary to accurately reflect the final location of the authorized improvements. Once approved by Lessor's Executive Officer or designee, the revised Exhibits shall

replace the Exhibits incorporated in the Lease at the time of Lease execution. The revised Exhibits shall be incorporated in this Lease as though fully set forth herein.

- b. Documents confirming post-construction site cleanup and restoration.
- c. The temporary construction easements granted hereby shall terminate upon the earlier of (a) completion of construction or (b) June 30, 2031.

15. Section 2, Special Provision 13, is added to read: Lessee, or its qualified contractor, shall conduct an external inspection and condition assessment of the Lease Improvements at least once every two years, performed by a licensed engineer. Upon request by Lessor, Lessee shall provide electronic copies of reports to Commission staff for review.

16. Section 2, Special Provision 14, is added to read: All future repairs, structural modifications, or the abandonment/removal of any improvements within the Lease Premises shall require prior review and approval by Lessor. In the event of an urgent repair requiring immediate action, telephone contact can be made through the Lessor's 24-hour emergency response number (562) 590-5201.

17. Section 3, Land Description, is deleted in its entirety and replaced with Section 3, General Provisions, attached hereto as Section 3 and by this reference made a part of the lease.

18. Section 4 is deleted in its entirety.

19. Exhibit A, Land Description, is added and attached hereto as Exhibit A and by this reference made a part of the lease.

20. Exhibit B, Site and Location, is added and attached hereto as Exhibit B and by this reference made a part of the lease.

The effective date of this Amendment to the Lease shall be February 9, 2026.

This Amendment is a portion of Lease 8181, with a beginning date of June 1, 2000.

All other terms and conditions of the Lease shall remain in full force and effect.

This Amendment will become binding on the Lessor only when duly executed

on behalf of the State Lands Commission of the State of California.

This Amendment may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the dates hereafter affixed.

**LESSEE:**

CITY OF DEL MAR

**LESSOR:**

STATE OF CALIFORNIA

CALIFORNIA STATE LANDS COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

Robert Brian Bugsch

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

Title: Chief, Land Management Division

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

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

Execution of this document was authorized by the California State Lands Commission on February 9, 2026. The Staff Report is available on the State Lands Commission website, [www.slc.ca.gov](http://www.slc.ca.gov).

**ATTACH NOTARY ACKNOWLEDGMENT**

## Section 3: General Provisions

### Paragraph 1: Definitions

**"Applicable Laws"** are all local, state, and federal statutes, regulations, rules, codes (including building codes), ordinances, judgments, orders, notice requirements, and other requirements of governmental authorities pertaining to the use or condition of the Lease Premises and the conduct of Lessee's business thereon in effect as of the date of execution of this Lease or subsequently enacted and lawfully applied hereto.

**"Damages"** are all liabilities, demands, claims, actions, or causes of action whether regulatory, legislative, or judicial in nature; all assessments, levies, losses, fines, penalties, damages, costs, and expenses, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) costs and expenses incurred to bring the Lease Premises into compliance with Applicable Laws, Environmental Laws, a court order, or applicable provisions of a Regulatory Agency. The term "Damages" also includes those Damages that arise as a result of strict liability, whether arising under Environmental Laws or otherwise.

**"Environmental Laws"** are any and all federal, state, or local environmental, health, or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits, or permit conditions, treaties and conventions, currently existing and as amended, enacted, issued, or adopted in the future that are or become applicable to Lessee, and the Lease Premises with respect to: (a) the protection, preservation, or clean-up of the environment, wildlife, habitat, or natural resources; (b) the use, treatment, storage, transportation, handling, or disposal of Hazardous Materials; (c) the quality of the air and the discharge of airborne wastes, gases, particles, or other emissions; (d) the preservation or protection of waterways, groundwater, or drinking water; or (e) the health and safety of persons or property.

**"Hazardous Materials"** are any chemical, substance, material, controlled substance, object, condition, waste, living organism, or combination thereof that is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity,

carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, tobacco smoke, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms, or combinations thereof that are now or become in the future listed, defined, or regulated in any manner by any Environmental Laws based on, directly or indirectly, such properties or effects.

**“Improvements”** are any modification, alteration, addition, or removal of any material and any other action that changes the condition of the Lease Premises from the natural state, whether situated above, on, or under the Lease Premises. Improvements include any construction situated on or placement of material within the Lease Premises regardless of value.

**“Lease”** is this document together with all subsequent amendments and exhibits.

**“Major Repairs”** means any work that requires a permit or approval from other agencies, requires environmental review, or requires rebuilding or replacing any of the authorized Improvement(s).

**“Mineral Resources”** includes timber, crops, sand, oil, gas, hard rock minerals and other mineral deposits as defined in Public Resources Code section 6407.

**“Natural Resources”** are all of the flora and fauna native to both the upland terrestrial, fresh water, coastal and marine ecosystems within, and adjacent to, the lease premises.

**“Public Trust”** means the constitutional, statutory, and common law doctrine providing the state’s sovereign authority over the navigable waters of the state, including the tidelands and submerged lands underlying those waters that are held in trust for the benefit of all the people of the state and for purposes that include maritime or water-dependent commerce, navigation, fisheries, the preservation of lands in their natural state for scientific study, open space, wildlife habitat, and water-oriented recreation.

**“Repairs”** means work to maintain the Lease Premises and Improvements thereon in good, safe, and clean condition. Repairs are work that is minor in scope, do not require obtaining permits, approvals, or authorizations from other agencies, such as building permits, and do not require environmental review under State or Federal environmental laws.

## Paragraph 2: Rent

2.1. **Absolute Triple Net Lease.** This Lease is an absolute triple net lease, meaning Lessor has no obligation with respect to the payment of taxes, insurance, the cost of maintenance, utilities, repairs, or other costs or obligations associated with the Leased Premises, except as expressly stated herein.

2.2. **Payment of Rent.** Lessee must pay rent annually, on or before each anniversary of this Lease unless this Lease specifies a different rent schedule. The first installment is due on the beginning date of this Lease or within 60 days of Lessor authorizing the Lease at a public meeting, whichever is later. Rent is due each year in advance. Should Lessee submit payments that are less than the full amount of rent due under this Lease, Lessor may provide a supplemental billing invoice. Rent will not be refunded or prorated if Lessee discontinues use of the Lease Premises during the term.

2.3. **Place for Payment.** All payments under this Lease must be submitted to Lessor's principal office as specified in this Lease. Lessee may contact Lessor's accounting staff for Lessor's current practices for payment by credit card or electronic fund transfer.

2.4. **Courtesy Invoices.** Lessor may send courtesy invoices to the address on file for Lessee at least thirty (30) days before a rent payment is due. Lessor's failure to, or delinquency in, providing invoices will neither excuse Lessee from paying rent nor extend the time for paying rent. If Lessor does not send a courtesy invoice, Lessee must submit rent in the amount of the prior year's rent when due and contact Lessor within thirty (30) days to determine the balance due.

2.5. **Penalties and Interest.** Penalties for late payments of any amounts due under this Lease and interest thereon are as provided in Title 2, California Code of Regulations section 1911(b). Timeliness of receipt of remittances shall be as provided in Title 2, California Code of Regulations section 1911(a).

2.6. **Annual Adjustment of Rent.** The rent specified in Section 1 of this Lease will be adjusted annually by the Consumer Price Index as specified in Title 2, California Code of Regulations section 1900(m) & (n) unless otherwise specified in this Lease.

2.7. **Review of Non-Monetary Consideration.** If rent is discounted or waived pursuant to Title 2, California Code of Regulations section 2003(e)(4), Lessor may review such determination at any time and set a monetary rental. Lessee shall be given at least thirty (30) days' notice prior to the date of the Commission

meeting wherein the rent modification is considered, or thirty (30) days' notice prior to the effective date that the rent is changed, whichever provides more notice.

**2.8. Periodic Rent Review.** Lessor may modify the method, amount, or rate of consideration effective on each tenth anniversary of the beginning date of this Lease, in addition to the last two years of the Lease as provided in Provision 14.4 below. Lessor shall consider the factors provided in Title 2, California Code of Regulations section 2003(d) when determining whether a rent modification is appropriate and which rental method listed in section 2003(a) should apply. Should Lessor fail to exercise such right effective on any tenth anniversary, it may do so on any one (1) of the next nine (9) anniversaries following such tenth anniversary, without prejudice to its right to modify rent on the next or any succeeding tenth anniversary of the beginning date. No such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered or thirty (30) days' notice prior to the effective date of the increase, whichever provides a greater notice period.

**2.9.** If Lessor elects to prepare an appraisal to establish a new rent, Lessee may, at its option, also provide a timely independent appraisal at its sole expense for Lessor's review and consideration. Prior to Lessee's contracting for such appraisal, Lessor and Lessee shall negotiate in good faith and agree upon the terms and conditions for such third-party appraisal, including but not limited to the highest and best use, appraisal methodology, and minimum appraiser credentials. Such appraisal shall be prepared in accordance with generally accepted and applicable appraisal standards as they are adopted from time to time by the Appraisal Standards Board of the Appraisal Foundation, and Lessor's Appraisal Guidelines.

**2.10. Books and Records.** Lessee must keep and maintain full and accurate accounting books and records of transactions from the Lease Premises in accordance with generally accepted accounting principles for at least the five (5) prior years. The accounting books and records kept and maintained by Lessee for audit purposes must include all records, receipts, journals, ledgers, and documents reasonably necessary to enable Lessor or its auditors to perform a complete and accurate audit of gross sales and exclusions from gross sales in accordance with generally accepted accounting principles. Lessee must also maintain an original receipt for the payment of taxes, assessments, or installments and deliver such to Lessor upon request.

**2.11. Report of Gross Income.** On Lessor's request, Lessee must submit a Report of Gross Income on a form provided by Lessor for the prior five (5) years. This report together with supporting documentation (hereinafter collectively referred to as "Income Reports") must include all business operations located on or over the Lease Premises. The gross income of sublessees and all others generating income on the Lease Premises must be reported separately and with sufficient organization and detail so that Lessor can identify the source of all gross income generated on the Lease Premises.

**2.12. Audits.** On not less than ten (10) days' prior written notice to Lessee, Lessor may cause an audit to be made of the Income Reports and all of Lessee's records and accounting books necessary (in Lessor's judgment) to audit such items. Lessee will make all such books and records available for the audit at the Lease Premises or at Lessor's offices. If the audit discloses an underpayment of Rent, Lessee will immediately pay to Lessor the amount of the underpayment with "Interest" (as provided in Paragraph 2.5), which will accrue from the date the payment should have been made through and including the date of payment. If the audit discloses an underreporting of rent in excess of two percent (2%) of the reported Gross Income, then Lessee will also immediately pay to Lessor all reasonable costs and expenses incurred in the audit and in collecting the underpayment, including auditing costs and attorney fees. If the audit discloses an overpayment of Rent, Lessee will be entitled to a credit in the amount of the overpayment against the next rent payment(s).

### Paragraph 3: Surety

**3.1. Lessee to Obtain Surety.** Lessee shall provide a surety bond or other security device acceptable to Lessor when required by Section 1 of this Lease. Such security shall be for the specified amount, name the State of California, California State Lands Commission, as the assured, and guarantee to Lessor the faithful observance and performance by Lessee of all the terms, covenants, and conditions of this Lease.

**3.2. Lessor's Modification of Surety.** Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need for security. The surety bond or other security device may be increased: (i) if any additional Improvements or activities are authorized on the Lease Premises; (ii) if Lessee modifies any existing Improvements such that the cost for removal of such Improvements is increased; (iii) when a periodic rent

review is conducted under section 2.8; (iv) on each fifth anniversary of this Lease, (v) Lessor determines it is in the best interest of the state; (v) within the last two years of the Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one of the next four anniversaries without prejudice to its right to modify the surety on the next fifth anniversary or as otherwise provided above. Lessor will provide at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of the surety is considered, or thirty (30) days' notice prior to the effective date of the increase.

**3.3. Lessee's Modification of Surety.** Any security device required under this Lease must be maintained at all times during the Lease term. Lessee must first seek approval of Lessor before changing the surety holder or the type of security device used.

#### Paragraph 4: Insurance

**4.1. Lessee Must Insure Lease Premises.** Lessee must obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all Improvements. The coverage limit must be no less than the amount specified in Section 1 of this Lease.

**4.2. Insurance Policy Requirements.** The insurance policy must identify the Lease by its assigned number. The coverage provided must be primary and non-contributing. Lessee must keep such policy current. Lessor must be named as a "certificate holder" or an "additional interest" on the policy. Lessee must provide Lessor with a current certificate of insurance at all times. At Lessor's request, Lessee must provide a full copy of the current insurance policy, along with any and all endorsements or other such documents affecting the coverage. Lessor will not be responsible for any premiums or other assessments on the policy.

**4.3. Notice to Lessor.** Lessee shall notify Lessor within five (5) business days if the insurance is canceled for any reason and shall act diligently to replace the insurance. Failure to timely replace the insurance may result in a default of the lease.

**4.4. Modification.** Lessor may require an increase in the amount of the insurance to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need. Insurance

coverage may be increased: (i) if any additional Improvements or activities are authorized on the Lease Premises; (ii) if Lessee modifies any existing Improvements or intensity of use; (iii) when a periodic rent review is conducted under section 2.8; (iv) on each fifth anniversary of this Lease; (v) Lessor determines it is in the best interest of the state; (vi) within the last two years of the Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one of the next four anniversaries without prejudice to its right to modify insurance requirements on the next fifth anniversary. Lessor will provide at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of insurance is considered, or thirty (30) days' notice prior to the effective date of the increase.

## Paragraph 5: Taxes, Assessments, and Fees

**5.1. Revenue and Tax Code Section 107.6 Statement.** Issuance of this Lease creates a possessory interest that may be subject to property taxation. The Lessee may be subject to, and is solely responsible for, any possessory interest taxes levied on the leasehold interest.

**5.2. Lessee to Pay All Taxes, Assessments, and Fees.** In addition to any Rent due under this Lease, Lessee must pay when due all real and personal property taxes imposed on or associated with the Lease Premises during the term of this Lease. This includes, without limitation: possessory interest taxes, assessments, special assessments, user fees, and service charges. If this Lease begins or ends during a tax year, Lessee must pay the taxes, assessments, and fees for the portion of the tax year the Lease was in effect.

**5.3. Reimbursement Agreements.** Lessee must pay in full any amount owed on the Application Reimbursement Agreement within 30 days of invoice.

**5.4. Records of Payments.** Lessee shall keep the official and original receipt for payments required by this paragraph 5 and provide to Lessor upon request.

## Paragraph 6: Land Use

**6.1. Only Authorized Uses.** Lessee will use the Lease Premises only for the purposes stated in this Lease. Any additional uses or Improvements require separate authorization from Lessor. Lessee must submit a separate application to Lessor to amend this Lease if Lessee intends to add to or alter the Improvements on, or change the uses of, the Lease Premises.

**6.2. Lessee to Comply with All Applicable Laws.** Lessee, at Lessee's sole expense,

will comply with all Applicable Laws. Lessee must give Lessor immediate written notice on Lessee's becoming aware that the use or condition of the Lease Premises is in violation of any Applicable Laws. Lessee must obtain and maintain all permits or other entitlements.

**6.3. Lease Does Not Substitute for Permits.** This Lease does not substitute for or provide preference in obtaining approval from other federal, state, or local agencies. Lessee is solely responsible for determining what approvals, authorizations, or certifications are required, and will be solely responsible for all costs incurred thereby.

**6.4. No Discrimination.** Lessee, in its use of the Lease Premises, must not discriminate against any person or class of persons on any basis protected by federal, state, or local law.

**6.5. "As Is."** Lessee accepts the Lease Premises "as is" and acknowledges that:

6.5.1. Lessor, including its officers and employees, made no representations or warranties as to the suitability of the Lease Premises for any uses authorized under this Lease. Lessee is solely responsible for determining the suitability of the Lease Premises for any proposed use or Improvements; and

6.5.2. Lessor, including its officers and employees, has made no representations or warranties as to the quality or value of any Improvements found on the Lease Premises, or of their conformity to Applicable Laws. Lessee agrees to inspect any preexisting Improvements at its own cost to determine whether such Improvements are safe and suitable for the Lessee's intended use; and

6.5.3. Damage to or destruction of any Improvements on the Lease Premises by any cause whatsoever does not entitle Lessee to any reduction in rent or extension of this Lease; and

6.5.4. Any Improvements on the Lease Premises are considered personal property and not fixtures; and

6.5.5. Lessee accepts the hazards involved in using or improving such lands. Lessor is not responsible for any damages or reduced use of the Lease Premises caused by: local or invasive flora or fauna, flooding, erosion, climate change, sea level rise, storms, freezing, inclement weather of any kind, acts of god, maintenance or failure of protective structures, and any other such hazards. Lessee will not be reimbursed or receive offset of rent for such hazards; and

6.5.6. The Lease Premises may be subject to pre-existing contracts, leases,

licenses, easements, encumbrances, and claims. The Lease is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

**6.6. Uses Inconsistent with the Public Trust Prohibited.** Unless specifically authorized in this Lease, any use of the Lease Premises which is inconsistent with the Public Trust is prohibited when the Lease Premises are lands subject to the Public Trust.

## Paragraph 7: Climate Change

7.1. Lessee acknowledges that the Lease Premises and adjacent upland may be subject to the hazards exacerbated by climate change, including sea level rise. Potential hazards to the Lease Premises from climate change include but are not limited to flood damage, erosion damage, earthquakes, tsunamis, and damage from waves and storm-created debris. Lessee acknowledges that these impacts associated with climate change may require additional adaptation or protection strategies applied to the improvements on the Lease Premises and additional maintenance.

7.2. Lessee assumes the risks associated with such potential hazards and agrees to be solely responsible for all damages, costs, and liabilities arising as a result of the impacts of such hazards on the Lease Premises. Any additional maintenance or protection strategies necessitated by such hazards may be subject to environmental review and require additional approval by the Lessor.

7.3. Lessee shall conduct monitoring reports within the first three years of lease execution or construction, and at five-year intervals thereafter for the life of the project; and shall also provide Lessor with monitoring reports following any extreme event, including, but not limited to: extreme tide event (including King Tides), earthquake, or tsunami that results in the declaration of a Local Emergency or a State of Emergency (as defined in Cal. Gov. Code § 8558) or a federal Emergency or Major Disaster (as defined in 44 C.F.R. § 206.2).

## Paragraph 8: Environmental Matters

**8.1. Lessee to Comply with Environmental Laws.** Lessee, at its sole cost and expense, will comply with all Environmental Laws.

**8.2. Hazardous Materials.** Lessee will immediately notify Lessor of any known violation of any Environmental Laws, along with any action, claim, demand, inquiry, or order relating to a violation of Environmental Laws on the Lease

Premises. Lessee must immediately provide copies of all related documents upon Lessor's request. Lessee must immediately notify Lessor and the appropriate governmental emergency response agency, or agencies in the event of any release or threatened release of any Hazardous Material on or about the Lease Premises.

**8.3. Cleanup of Hazardous Materials.** If Hazardous Materials are located on or released onto or about the Lease Premises due to Lessee's activities on the Lease Premises, the Lessee is responsible for the cleanup and disposal of such Hazardous Materials consistent with all Applicable Laws. Lessee must submit a site assessment and removal/remediation plan prepared by a professional, licensed and qualified to remove or remediate the Hazardous Materials for review and approval by Lessor. If Lessor approves the plan in writing, Lessee must commence the removal/remediation at its sole expense, in conformance with all Applicable Laws. Alternately, Lessor may elect to perform the removal/remediation at Lessee's expense. Lessee must compensate Lessor for the actual cost of the removal/remediation within thirty (30) days of receiving a written invoice from Lessor.

**8.4. Inspection.** Lessee will permit Lessor or its agents to enter the Lease Premises on 24-hour notice to inspect, monitor, or take remedial action with respect to Hazardous Materials. If Hazardous Materials are generated, stored, or transported on the Lease Premises, Lessor may require Lessee to conduct an independent environmental site assessment or inspection for the presence or suspected presence of Hazardous Materials. If this assessment or inspection is required, Lessor will be allowed to review and approve the contractor, and the work will be done at Lessee's expense.

**8.5. Conservation.** Lessee will cooperate with and participate in conservation programs for water, electricity, composting, natural gas and recycling programs, including those for the collection of cardboard, metals, plastics, and glass at Lessee's expense.

## Paragraph 9: Repairs, Major Repairs, and Alterations

**9.1. Lessee Required to Perform Repairs.** Lessee is solely responsible for maintaining the Lease Premises, including all Improvements, in good order and repair and in a clean, safe, sanitary, and orderly condition. Lessee is not required to get Lessor's advanced approval for routine Repairs.

**9.2. Major Repairs Require Lessor Approval.** Lessee must obtain Lessor's

advanced written approval prior to conducting any Major Repairs. The decision whether a Repair is a Major Repair, and the decision whether a lease amendment is necessary, will be made by Lessor and based on the scope, cost, and impacts of the work.

**9.3. Alterations Require Lessor Approval.** Any material change in the size, scope, density, type, nature, or intensity of Improvements on or uses of the Lease Premises from what is authorized in this Lease will be considered an Alteration. Lessee may not conduct any Alterations without a modification of this Lease approved by Lessor. The decision whether a change constitutes an Alteration will be made by Lessor and based on the individual facts.

**9.4. Improvements in Disrepair or Unsafe Condition.** Lessee's failure to maintain the Lease Premises or Improvements that have become unsafe or derelict entitle Lessor to require removal under Paragraph 14. After providing notice and opportunity to cure, Lessor may require submission of a written plan to restore the Lease Premises under Paragraph 14. Lessee's failure to comply shall entitle Lessor to terminate this Lease, remove the Improvements from the Lease Premises and recover the costs incurred in doing so from the Lessee.

## Paragraph 10: Lessor's Reservation of Rights

**10.1. Non-Exclusive Lease.** Lessee's right of occupancy is non-exclusive. Lessee may control access to the Improvements on the Lease Premises. Unless otherwise stated in this Lease, Lessee may exclude persons from the Lease Premises only when their presence or activity constitutes a material interference with the Authorized Use of the Lease Premises.

**10.2. Lessee Responsible for Impacts to Natural Resources and Public Trust Uses.** When the Lease Premises include school lands or sovereign lands, the Lessee is responsible for any damage or adverse impacts to Natural Resources within or adjacent to the Lease Premises. It is the intention of Lessor to limit the transfer of rights under this lease to the minimum level required to carry out the primary purpose of the Lease. Lessee's use of the Lease Premises must minimize impacts to the Public Trust if the Lease Premises are subject to the Public Trust. Lessee must not interfere with public access or Public Trust uses authorized under statute and common law.

**10.3. Mineral Resources.** Mineral Resources may not be removed from the Lease Premises unless specifically authorized under this Lease. Lessee shall not extract, sell, damage, or use Mineral Resources found within the Lease Premises without

specific authorization under this Lease. Lessor reserves the right to grant and transfer Mineral Resources along with the right to grant leases to third parties in and over the Lease Premises for the extraction of such Mineral Resources. Such leasing will not be inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

**10.4. Right to Inspect.** Lessor reserves the right to inspect the Lease Premises. If access to the Lease Premises is reasonably accomplished by passing through adjacent property owned by Lessee, Lessor shall provide 24-hour notice prior to entry and Lessee shall grant such entry for inspection of the Lease Premises.

**10.5. Statutory Reservations.** Lessor reserves to the public an easement across the Lease Premises complying with Public Resources Code section 6210.4 and Public Resources Code section 6210.5.

**10.6. Multiple Overlapping Leases Allowed.** Lessor reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

#### Paragraph 11: Indemnity

**11.1. Lessee's Sole Risk.** Lessee's use of the Lease Premises and any Improvements thereon, including use by guests and invitees, is at Lessee's sole and exclusive risk.

**11.2. Lessee to Indemnify Lessor.** Except to the extent caused by the sole negligence or willful misconduct of the Lessor, Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees from any and all Damages resulting from Lessee's occupation and use of the Lease Premises. Lessee shall reimburse Lessor in full for all reasonable costs and attorneys' fees, specifically including, without limitation, any Damages arising by reason of: (1) The issuance, enjoyment, interpretation, or breach of this Lease; (2) The challenge to or defense of any environmental review upon which the issuance of this Lease is based; (3) The death or injury of any person, or damage to or destruction of any property from any cause whatever in any way connected with the Lease Premises, or with any of the Improvements or personal property on the Lease Premises; (4) The condition of the Lease Premises, or Improvements on the Lease Premises; (5) An act or omission on the Lease Premises by Lessee or any person in, on, or about the Lease Premises; (6) Any work performed on the Lease Premises or material furnished to the Lease

Premises; (7) Lessee's failure to comply with any Applicable Laws or violation of any Environmental Laws; (8) The costs for any cleanup or other response costs relating to the release or threatened release of Hazardous Materials on the Lease Premises during Lessee's occupation of the Lease Premises. This obligation includes any prior leases between Lessee and Lessor and will continue until Lessee has performed all duties under Paragraph 14.

**11.3. Lessor Not Required to Defend.** Lessor need not defend itself against all or any aspect of any challenge to this Lease or any associated environmental review. However, Lessee may take whatever legal action is available to it to defend this Lease or any associated environmental review against any challenge by a third party, whether or not Lessor chooses to raise a defense against such a challenge.

**11.4. Lessee to Notify Lessor.** Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

## Paragraph 12: Assignment, Encumbrance, or Sublet

**12.1. Lessor's Consent Required for Assignment.** Lessee shall not mortgage; hypothecate; encumber; assign; sublet; enter into franchise, license, or concession agreements; or otherwise transfer all or part of this Lease (collectively "Assign" or "Assignment") without Lessor's advanced and expressed consent at a properly noticed public meeting. Any purported Assignment without Lessor's consent will be void and of no force or effect and will not confer any estate or benefit on anyone. A consent to one Assignment by Lessor will not be deemed to be a consent to any subsequent Assignment by or to any other party.

**12.2. Lessee Actions Not Considered Assignments.** If Lessee is a public corporation whose stock is traded on a nationally recognized stock exchange, sale or transfer of such stock is not an Assignment.

**12.3. Procedures.** If Lessee desires to Assign this Lease, Lessee will apply to Lessor for the proposed Assignment. The Assignment will be considered by Lessor at a public meeting. Lessor may require any of the following in considering consent of an Assignment: (a) the nature, effective date, terms, and conditions of the assignment; (b) a description of the identity, net worth, and previous business experience of the proposed assignee; (c) a complete business plan prepared by the proposed assignee; and (d) any further information relevant to the proposed Assignment that Lessor reasonably requests. Lessor may either (i) consent to the proposed Assignment; (ii) refuse to consent to the proposed

Assignment; or (iii) determine that it is preferable to terminate this Lease and issue a new lease to the proposed assignee.

**12.4. Standard for Consent.** Lessor may refuse its consent to the proposed Assignment on any reasonable grounds. Reasonable grounds include, without limitation: (a) the proposed assignee intends to use the Lease Premises for different activities or uses than those set forth in Section 1; (b) the proposed assignee's financial condition is deemed by Lessor to be inadequate to support the financial and other obligations of Lessee under this Lease; (c) the business reputation or character of the proposed assignee is not reasonably acceptable to Lessor; (d) the proposed assignee is not likely to conduct a business of a quality substantially equal to that conducted by Lessee; (e) the proposed assignee's planned use of the Lease Premises would increase the burden on the Lease Premises, involve an increased risk of the presence, use, release, or discharge of Hazardous Materials; or (f) Lessor has not received adequate assurance that all breaches will be cured before the effective date of the proposed Assignment.

**12.5. Additional Terms.** Lessee's Assignment of the Lease does not release Lessee from liability for any Hazardous Materials or ordinance manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during Lessee's tenancy. An unauthorized assignment does not relieve Lessee from its covenants and obligations under this Lease. Lessor's acceptance of any payment due under this Lease from any person other than Lessee will not be deemed to be a waiver by Lessor of any provision of this Lease or to be a consent to any Assignment.

**12.6. Bankruptcy.** If Lessee files a petition or an order for relief is entered against Lessee under the Bankruptcy Code (11 U.S.C. § 101, et seq.), then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or as that deadline may be extended by order of the court, or the Lease shall be deemed to have been rejected and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all breaches of this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (a) that within ten (10) days from the date of such assumption or assignment, all monetary breaches of this Lease will be cured; and (b) that within thirty (30) days from the date of such assumption, all non-monetary breaches of this Lease will be cured; and (c) that all provisions of this Lease will

be satisfactorily performed in the future.

12.7. **Permitted Assignments.** The following Assignments are permitted under this Lease without Lessor's consent: (a) Assignment caused by the death of a spouse where the full interest of the deceased spouse is Assigned to a surviving spouse who is a co-lessee on this Lease, provided Lessor is notified in writing within thirty (30) days of the assignment; (b) assignment caused by the dissolution of the marriage of Lessee when the full interest of one spouse is assigned to the other spouse who is a co-lessee on this Lease, provided Lessor is notified in writing within thirty (30) days of the transfer; and (c) substitution or succession of a new trustee if the Lease is held in trust and the Lessee is a trustee or successor trustee thereof, provided Lessor is notified in writing no later than sixty (60) days after the named trustee as appears on the face of this Lease becomes unable or ceases to serve as trustee for any reason.

12.8. **Lessee Remedies.** If Lessor withholds or conditions its consent and Lessee believes that Lessor did so contrary to the terms of this Lease, then Lessee's sole remedy will be to prosecute an action for declaratory relief to determine if Lessor properly withheld or conditioned its consent, and Lessee hereby waives all other remedies.

### Paragraph 13: Breach

13.1. **Events of Breach.** All covenants and agreements contained in this Lease are declared to be conditions to this Lease. Lessee's failure to pay rent when due or any other charges under this Lease for five (5) days after written notice from Lessor to Lessee will be considered a monetary breach. Lessee's failure to perform any other promise, covenant, or agreement under this Lease for more than thirty (30) days after written notice from Lessor to Lessee will be considered a non-monetary breach. If a non-monetary breach cannot be cured within the thirty (30)-day period, the breach will be deemed to be cured if Lessee begins to cure the breach within the thirty (30)-day period and continues to diligently complete the cure.

13.2. **Breach of Lease.** Lessor shall provide written notice to Lessee specifying the particulars of the breach. Should Lessee fail to cure the breach within the period specified in Paragraph 13.1, then Lessor may elect to pursue any available remedies under law, or those specified in paragraph 13.3, below.

13.3. **Remedies on Breach of Lease.** In addition to any other rights or remedies at law or equity, Lessor may, without further notice, (a) terminate this Lease, reenter

and take possession of the Lease Premises and remove all persons and all Improvements therefrom at Lessee's cost; or (b) keep this Lease in effect without declaring this Lease terminated and without terminating Lessee's right to possession, reenter the Lease Premises and occupy the whole or any part for and on account of Lessee and collect any unpaid rentals and other charges that have become payable or that may thereafter become payable; or (c) terminate this Lease after reentering the Lease Premises as provided in subclause (b) above. Any notice required to be given by Lessor above will be instead of, and not in addition to, any notice required under the laws of the State of California.

**13.4. Determination of Rental Value.** If rent under this Lease is calculated as percentage of Lessee's income attributable to the Lease Premises and Lessee abandons the Lease Premises, then the reasonable rental value shall be the percentage of proceeds Lessor would have received had Lessee operated the Lease Premises in the usual and customary manner.

**13.5. Acceptance of Rent When Lessee is in Breach.** Lessor's acceptance of any rent shall not be considered a waiver of any preexisting Breach by Lessee other than the failure to pay the particular rent accepted regardless of Lessor's knowledge of the preexisting Breach at the time rent is accepted, unless the breach was a monetary breach and the payment occurs during the cure period specified in Paragraph 13.1.

**13.6. Acceptance of Payments After Lease Termination.** Lessee's submission or Lessor's acceptance of any payments after the expiration or termination of this Lease shall not reinstate or extend this Lease. Lessor may elect to retain any payment submitted and apply these payments to offset any damages claimed against Lessee; or Lessor may elect to allow a holdover tenancy under Paragraph 14.6; or Lessor may elect to refund the payments less a reasonable handling fee.

**13.7. Waiver of Rights.** The failure or delay of either party to exercise any right or remedy shall not be construed as a waiver of such right or remedy or any Breach by the other party.

## Paragraph 14: Conditions of Lease Termination

**14.1. Use of State Land.** This Lease authorizes the use or occupation of state land for a fixed term of years without options or rights of renewal. Lessee accepts that future leases authorizing the continued existence of any Improvements

constructed or maintained by Lessee on the Lease Premises are subject to a discretionary action of the California State Lands Commission. Submission of an application for a new lease does not guarantee a new lease will be granted to Lessee. Lessee acknowledges that construction of Improvements on the Lease Premises and investment in or obtaining financing for the uses authorized under this Lease is done in full understanding that future leases are not guaranteed. Lessee also affirmatively represents that the cost of removing Improvements was considered before entering into this Lease and placing or assuming any Improvements on state land.

**14.2. Abandonment.** Lessee's right of access to the Lease Premises was a material consideration in Lessor issuing this Lease. If, without prior notice to Lessor, Lessee sells, abandons, or loses title to the upland property adjacent to the Lease Premises, or otherwise loses the legal right to access the Lease Premises, Lessor may deem this an abandonment of the Lease Premises. Lessee must actively maintain and manage any Improvements authorized by this Lease. Should Lessee discontinue use, management, or maintenance of the authorized Improvements, Lessor may deem this an abandonment and elect to terminate the Lease. Alternately, Lessor has the remedy described in California Civil Code section 1951.4 (Lessor may continue lease in effect after Lessee's breach and abandonment and recover rent as it becomes due if Lessee has right to sublet or assign, subject only to reasonable limitation). Abandonment of the Lease Premises shall not relieve Lessee of any obligations under this Lease.

**14.3. Restoration.** In issuing this Lease it is Lessor's understanding that all Improvements will be removed from state land at the expiration or termination of this Lease. If Lessee abandons the Lease Premises, or Lessor terminates this Lease, or this Lease expires without execution of a new lease authorizing Lessee's use of the Lease Premises, Lessee must: 1) remove all Improvements regardless of whether Lessee constructed or placed Improvements together with all debris at its sole expense and risk, restoring the Lease Premises to as close as possible to an unimproved condition to Lessor's satisfaction; and 2) immediately surrender possession of the Lease Premises. Lessor may, in its sole discretion, allow all or any portion of the Improvements to remain in place. In carrying out this obligation, Lessee acknowledges that further authorizations, review of the Restoration Plan, and environmental review may be necessary as outlined in Section 14.4 below.

**14.4. Two Years Prior to Expiration.** (A) If Lessee desires to continue the uses authorized under this Lease, Lessee shall submit an application together with all

required fees at least two years prior to the expiration of this Lease. Submission of an application does not guarantee a new lease will be granted to Lessee. (B) If Lessee does not desire to occupy the Lease Premises beyond the term of this Lease, then two years prior to the expiration of this Lease, Lessee shall submit an application, including a detailed plan to remove all Improvements and restore the Lease Premises to the condition existing prior to the installation or construction of any Improvements. The plan must include a timeline for obtaining all necessary permits. The restoration plan may require a subsequent environmental review and approval from Lessor. (C) Lessor may modify annual rent, surety and insurance within the last two years of the Lease.

**14.5. Failure to Restore Lease Premises.** Lessee's failure to remove improvements, restore the Lease Premises, or surrender possession of the Lease Premises at the expiration or sooner termination of this Lease shall not constitute a renewal or extension and shall not give Lessee any rights in or to the Lease Premises or any part thereof. Lessee shall not be entitled to any compensation for Improvements left on the Lease Premises at the termination or expiration of this Lease. Lessor may, in its sole discretion, elect to treat the Improvements as abandoned and remove all or any portion of Improvements from the Lease Premises. Lessee's failure to adequately restore the Lease Premises imposes significant financial liability on Lessor. As a result, Lessee shall be responsible for all expenses incurred by Lessor in restoring the Lease Premises, including, without limitation, staff time, environmental work or permitting, contractor costs, and reasonable attorney's fees.

**14.6. Holdover.** This Lease terminates without further notice at the end of its term. Lessor may, in its sole discretion, choose to accept Rent for the Lease Premises and allow a period of holdover tenancy. Any holdover tenancy shall be on a month-to-month basis. Lessee's submittal of annual rent during holdover does not constitute tenancy longer than month-to-month. Any holdover tenancy shall be on the same terms as this Lease insofar as such terms can be applicable to a month-to-month tenancy. The rent for each month or any portion thereof during such holdover period is one hundred fifty percent (150%) of one-twelfth (1/12) of the total compensation for the most recent year paid. The month-to-month tenancy may be terminated by Lessor upon thirty (30) calendar days' prior written notice to Lessee.

**14.7. Holdover on Leases with No Monetary Consideration.** In the event this Lease does not require monetary consideration, 14.6 shall continue to apply, and in addition: 1) Lessor shall have the right to establish rent based on the fair

market value of the Lease Premises, and 2) In no way shall the prior lease consideration limit damages for trespass.

14.8. **Quitclaim.** In the event this Lease is terminated prior to expiration, Lessee shall deliver a quitclaim of all rights under this Lease to Lessor on request. Lessee shall execute and deliver such quitclaim to Lessor in a form provided by Lessor. Should Lessee fail or refuse to deliver such a release, Lessor may record a written notice reciting such failure or refusal. This written notice shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

## Paragraph 15: Additional Provisions

15.1. **Conflict in Terms.** In the case of any conflict between these General Provisions and Special Provisions found in Section 2, the Special Provisions control.

15.2. **Boundaries.** This Lease does not establish the State's boundaries in so far as it relates to land and resource jurisdiction and ownership and is made without prejudice to either party regarding any land and water boundary or title claims which may be asserted presently or in the future.

15.3. **No Waiver.** Lessor's acceptance of a late or nonconforming performance shall not constitute a waiver unless such waiver is expressly acknowledged by Lessor in writing. Lessor's delay in or omission to exercise any right under this Lease shall not constitute a waiver.

15.4. **Time is of the Essence.** Time is of the essence for this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

15.5. **Notice.** All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail or other reputable private carrier with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessor's staff and Lessee may agree to accept any notice by electronic mail. Lessee shall give Lessor notice of any change in its name or address.

15.6. **Consent.** Lessor's consent to one transaction or event shall not be deemed to be a consent to any subsequent occurrence.

15.7. **Changes.** This Lease may only be amended, revised, or supplement by written agreement of the Parties.

15.8. **Joint and Several Obligation.** If more than one Lessee is a party to this

Lease, the obligations of the Lessees shall be joint and several.

15.9. **Captions.** The section and paragraph captions used in this Lease are for the convenience of the Parties. The captions are not controlling and shall have no effect upon the construction or interpretation of this Lease.

15.10. **Severability.** If any term, covenant, or condition of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

15.11. **Representations.** Lessee agrees that no representations have been made by Lessor or by any person or agent acting for Lessor except those stated in this Lease. This document contains the entire agreement of the Parties. No verbal agreements, representations, warranties, or other understandings affect this Lease. Lessor and Lessee, as a material part of the consideration of this Lease, waive all claims against the other for rescission, damages, or otherwise by reason of any alleged covenant, agreement, or understanding not contained in this Lease.

15.12. **Gender and Plurality.** In this Lease, words importing any gender include any or all genders, and the singular number includes the plural whenever the context so requires.

15.13. **Survival of Certain Covenants.** All covenants pertaining to bond, insurance, indemnification, restoration obligations, breach or remedies shall survive the expiration or earlier termination of this Lease until Lessee has fulfilled all obligations to restore the Lease Premises as required by this Lease.

15.14. **Counterparts.** This agreement may be executed in any number of counterparts and by different Parties in separate counterparts.

15.15. **Delegation of Authority.** Lessor and Lessee acknowledge that Lessor as defined herein includes the Commission Members, their alternates or designees, and the staff of the Commission. The ability of staff of the Commission to give consent, or take other discretionary actions described herein will be as described in the then-current delegation of authority to Commission staff. All other powers are reserved to the Commission.

15.16. **Successors.** The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

[Remainder of the page left intentionally blank.]

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE NUMBER: PRC 8181

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and Lessee. The submission of this Lease by Lessor, its agent, or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the date hereafter affixed.

**LESSEE:**

CITY OF DEL MAR

**LESSOR:**

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

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

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

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

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

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

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

Execution of this document was authorized by the California State Lands Commission on February 9, 2026.

ATTACH ACKNOWLEDGMENT

**EXHIBIT A****PRC 8181****LAND DESCRIPTION**

Ten parcels of State land including tide and submerged land, whether filled or unfilled, situate in the bed of the San Dieguito River, and portions of Section 11, Township 14 South, Range 4 West, San Bernardino Base and Meridian, as shown on Official Government Township Plat approved January 18, 1876, County of San Diego, State of California, more particularly described as follows:

**PARCEL 1**

**BEGINNING** at a point at the most Northerly corner of Parcel B of Record of Survey Map. No. 10040 filed May 3, 1985, as File No. 85-156596 in Book of Record of Survey Maps, San Diego County Records; said point is hereinafter referred to as Point "A" and said point is located on the easterly Right-of-Way line of Camino Del Mar (former California State Highway 101), and said point is also the northwest terminus of the Agreed Ordinary High-Water Mark as described in Boundary Line Agreement 253 recorded February 11, 1986, as Document No. 86-054469, San Diego County Records; thence from said point of beginning along said easterly Right-of-Way line, the following four (4) courses:

1. North 07° 05' 31" West 647.74 feet,
2. North 09° 36' 11" East 52.21 feet,
3. North 07° 06' 01" West 200.00 feet, and
4. along a non-tangent curve to the right with a radius of 3000.00 feet, whose center bears North 85° 07' 10" East, through a central angle of 02° 14' 04", an arc length of 116.99 feet;

thence leaving said easterly Right-of-Way line, North 64° 02' 31" West 154.66 feet to a point on the westerly Right-of-Way line of said Camino Del Mar; thence along said westerly Right-of-Way line the following three (3) courses:

1. South 04° 47' 01" East 301.40 feet,
2. South 14° 41' 35" East 151.34 feet, and
3. South 07° 05' 31" East 647.72 feet;

thence leaving said westerly Right-of-Way line, North 82° 54' 29" East 100.00 feet to the point of beginning

**EXCEPTING THEREFROM** any portions lying landward of the Ordinary High-Water Marks on the banks of the San Dieguito River.

PARCEL 2 (Temporary Construction Easement 1)

COMMENCING at said Point "A", herein above described; thence from said point of commencement, South 82° 54' 29" West 100.00 feet to a point on the westerly Right-of-Way line of Camino Del Mar (former California State Highway 101); thence along said westerly Right-of-Way line North 07° 05' 31" West 109.96 feet to the POINT OF BEGINNING, being the southeast corner of Parcel 1 as described in that certain Grant Deed recorded December 1, 1988 in Document No. 88-614453, San Diego County Records; thence continuing along said westerly Right-of-Way line North 07° 05' 31" West 105.66 feet; thence leaving said westerly Right-of-Way line South 82° 59' 56" West 35.23 feet; thence South 07° 05' 32" East 74.63 feet to a point on the southerly boundary of said Parcel 1; thence along said southerly boundary South 55° 40' 08" East 46.98 feet to the point of beginning.

PARCEL 3 (Temporary Construction Easement 2)

COMMENCING at said Point "A", herein above described; thence from said point of commencement, South 82° 54' 29" West 100.00 feet to a point on the westerly Right-of-Way line of Camino Del Mar (former California State Highway 101); thence along said westerly Right-of-Way line North 07° 05' 31" West 647.72 feet; thence North 14° 41' 35" West 1.99 feet to the POINT OF BEGINNING; thence North 14° 41' 35" West 149.35 feet; thence North 04° 47' 01" West 103.24 feet; thence leaving said westerly Right-of-Way line South 82° 54' 53" West 19.06 feet; thence South 07° 01' 12" East 251.19 feet; thence North 82° 54' 53" East 34.97 feet to the point of beginning.

PARCEL 4 (Temporary Construction Easement 4)

BEGINNING at said Point "A", herein above described; thence from said point of beginning along the easterly Right-of-Way line of Camino Del Mar (former California State Highway 101) North 07° 05' 31" West 213.90 feet; thence leaving said easterly Right-of-Way line North 83° 01' 53" East 35.90 feet; thence South 07° 05' 32" East 262.56 feet to a point on the Agreed Ordinary High-Water Mark as described in Boundary Line Agreement 253 recorded February 11, 1986, as Document No. 86-054469, San Diego County Records; thence along said Agreed Ordinary High-Water Mark North 43° 27' 43" West 60.53 feet to the point of beginning.

PARCEL 5 (Temporary Construction Easement 5)

COMMENCING at said Point "A", herein above described; thence from said point of commencement along the easterly Right-of-Way line of Camino Del Mar (former California State Highway 101) North 07° 05' 31" West 647.74 feet; thence North 09° 36' 11" East 1.65 feet to the POINT OF BEGINNING; thence North 09° 36' 11" East 50.56 feet; thence North 07° 06' 01" West 147.91 feet; thence

leaving said easterly Right-of-Way line North 83° 31' 42" East 21.02 feet; thence South 07° 03' 42" East 195.93 feet; thence South 82° 36' 52" West 35.42 feet to the point of beginning.

#### PARCEL 6 (Temporary Construction Easement 6)

COMMENCING at said Point "A", herein above described; thence from said point of commencement along the easterly Right-of-Way line of Camino Del Mar (former California State Highway 101) North 07° 05' 31" West 213.90 feet to the POINT OF BEGINNING; thence North 07° 05' 31" West 433.84 feet; thence North 09° 36' 11" East 1.65 feet; thence leaving said easterly Right-of-Way line North 82° 36' 52" East 35.42 feet; thence South 07° 05' 32" East 435.68 feet; thence South 83° 01' 53" West 35.90 feet to the point of beginning.

#### PARCEL 7 (Temporary Construction Easement 7)

COMMENCING at said Point "A", herein above described; thence from said point of commencement, South 82° 54' 29" West 100.00 feet to a point on the westerly Right-of-Way line of Camino Del Mar (former California State Highway 101); thence along said westerly Right-of-Way line North 07° 05' 31" West 215.62 feet to the POINT OF BEGINNING; thence North 07° 05' 31" West 432.11 feet; thence North 14° 41' 35" West 1.99 feet; thence leaving said westerly Right-of-Way line South 82° 54' 53" West 34.97 feet; thence South 07° 05' 32" East 434.03 feet; thence North 82° 59' 56" East 35.23 feet to the point of beginning.

#### PARCEL 8

COMMENCING at said Point "A", herein above described; thence from said point of commencement along the easterly Right-of-Way line of Camino Del Mar (former California State Highway 101) North 07° 05' 31" West 647.74 feet; thence North 09° 36' 11" East 52.21 feet; thence North 07° 06' 01" West 36.39 feet to the POINT OF BEGINNING; thence North 07° 06' 01" West 8.68 feet; thence leaving said easterly Right-of-Way line North 82° 26' 58" East 5.40 feet; thence South 07° 12' 16" East 8.68 feet; thence South 82° 27' 24" West 5.42 feet to the point of beginning.

#### PARCEL 9

COMMENCING at said Point "A", herein above described; thence from said point of commencement along the easterly Right-of-Way line of Camino Del Mar (former California State Highway 101) North 07° 05' 31" West 647.74 feet; thence North 09° 36' 11" East 52.21 feet; thence North 07° 06' 01" West 200.00 feet to a non-tangent curve to the right with a radius of 3000.00 feet, whose center bears North 85° 07' 10" East; thence along said curve through a central angle of 01° 18' 54", an arc length of 68.85 feet to the POINT OF BEGINNING; thence continuing along said curve through a central angle of 0° 10' 04", an arc length of 8.78 feet;

thence leaving curve and easterly Right-of-Way line North 81° 55' 42" East 4.57 feet; thence South 07° 33' 46" East 8.81 feet; thence South 82° 33' 06" West 5.20 feet to the point of beginning.

#### PARCEL 10

COMMENCING at said Point "A", herein above described; thence from said point of commencement, South 82° 54' 29" West 100.00 feet to a point on the westerly Right-of-Way line of Camino Del Mar (former California State Highway 101); thence along said westerly Right-of-Way line North 07° 05' 31" West 647.72 feet; thence North 14° 41' 35" West 73.05 feet to the POINT OF BEGINNING; thence North 14° 41' 35" West 8.70 feet; thence leaving said westerly Right-of-Way line South 71° 56' 43" West 7.55 feet; thence South 18° 38' 02" East 8.83 feet; thence North 70° 45' 28" East 6.95 feet to the point of beginning.

#### END OF DESCRIPTION

Prepared 10/15/2025 by the California State Lands Commission Boundary Unit.





# EXHIBIT C

## **Mitigation Monitoring and Reporting Program Adopted by the City of Del Mar**

## Mitigation Monitoring and Reporting Program

CEQA Section 21081.6 requires that a Mitigation Monitoring and Reporting Program (MMRP) be adopted along with a Mitigated Negative Declaration (MND) to ensure that proposed mitigation measures are implemented. The MMRP must specify what the mitigation measure requires, the entity responsible for monitoring the program, and when in the process it should be implemented. Table L-1 lists the mitigation measures identified in the analysis of this MND that would be required as part of the proposed project. Table L-2 identifies the Project Design Features and Best Management Practices (BMPs) to be implemented as part of the proposed project.

**Table L-1**  
**Mitigation Monitoring and Reporting Program**

Significant Impact	Mitigation Measure	Timing	Action Indicating Compliance	Responsible Entity
<i>Aesthetics</i>				
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<b>AES-1: Mitigation for Loss of Trees.</b> Mitigation for loss of trees within the Camino del Mar public road right-of-way shall be covered by the City's Public Tree/Landscape Management program as administered by the City of Del Mar Public Works Department. Existing credits that have been added to the Program via Capital Improvement Program projects shall be applied to the project to ensure compliance with Chapter 23.50 of the DMMC.	Prior to construction	Proof of application of mitigation credits	City of Del Mar Planning Division
<i>Biological Resources</i>				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<b>BIO-1: Pre-construction Protocol Surveys and Listed Species Avoidance.</b> In preparation for construction and to confirm the presence or absence of Belding's savannah sparrow, a pre-construction survey shall be conducted one year prior to construction during the breeding season (March 15 to June 30). If Belding's savannah sparrow is detected within 300 feet of the project impact footprint, the City shall notify CDFW, and if required by CDFW, shall prepare and submit an application for a Section 2081(b) Incidental Take Permit for impacts to Belding's savannah sparrow prior to construction. If it is determined by the survey that active territories for Belding's savannah sparrow are absent within 300 feet of construction, then construction shall be allowed to proceed.  If results of the pre-construction survey discussed above conclude Belding's savannah sparrow is absent, a subsequent survey shall be conducted prior to work if construction is	Prior to construction  During construction, March 15 to June 30	Retention of a qualified biologist.  Proof of completion of focused protocol surveys by a qualified biologist.  If Belding's savannah sparrow is detected within the project impact footprint during pre-construction surveys, the City shall notify CDFW, and prepare and submit an application for a Section 2081(b) Incidental Take Permit.	City of Del Mar Planning Division

Significant Impact	Mitigation Measure	Timing	Action Indicating Compliance	Responsible Entity
	<p>scheduled to commence between March 15 and June 30 (i.e., breeding season for Belding’s savannah sparrow) to ensure the absence of this species. If this subsequent survey finds active nesting territories belonging to this species, then construction shall: (1) be postponed until a qualified biologist determines the nest(s) is no longer active or until after the respective breeding season; (2) not occur until a temporary noise barrier or berm is constructed at the edge of the development footprint and/or around construction equipment to the satisfaction of the project biologist; and/or (3) shall be postponed until consultation with CDFW to address protection of this species has been completed by the City.</p>			
	<p><b>BIO-2: Construction Noise Abatement.</b>                      If noise-generating construction activities are not completed prior to the breeding season for Belding’s savannah sparrow (March 15 through June 30) and this species is found present during the pre-construction surveys completed in accordance with BIO-1, then appropriate noise attenuation measures shall be implemented to reduce construction noise levels at the edge of occupied habitat to below 60 dBA LEQ (one hour average). Such measures shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• Construction equipment shall be properly outfitted and maintained with manufacturer- recommended noise-reduction devices.</li> <li>• Diesel equipment shall be operated with closed engine doors and equipped with factory- recommended mufflers.</li> <li>• Mobile or fixed “package” equipment (e.g., arc-welders and air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.</li> <li>• Electrically powered equipment shall be used instead of pneumatic or internal-combustion powered equipment, where feasible.</li> <li>• Unnecessary idling of internal combustion engines (e.g., in excess of 5 minutes) shall be prohibited.</li> </ul>	<p>During construction, February 15 through June 30</p>	<p>Proof of implementation of appropriate noise attenuation measures.</p>	<p>City of Del Mar Planning Division</p>

Significant Impact	Mitigation Measure	Timing	Action Indicating Compliance	Responsible Entity
	<ul style="list-style-type: none"> <li>• The use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only.</li> <li>• No project-related public address or music system shall be audible at any adjacent sensitive receptor.</li> <li>• Temporary sound barriers or sound blankets shall be installed between construction operations and adjacent noise-sensitive habitat. The project Contractor shall construct a temporary noise barrier at least 6 feet in height meeting the specifications listed below (or of a Sound Transmission Class 19 rating or better) to attenuate noise.</li> <li>• All barriers shall be solid and constructed of wood, plastic, fiberglass, steel, masonry, or a combination of those materials, with no cracks or gaps through or below the wall. Any seams or cracks must be filled or caulked. If wood is used, it can be tongue and groove or close butted seams and must be at least 3/4-inch thick or have a surface density of at least 3.5 pounds per square-foot. Sheet metal of 18-gauge (minimum) may be used if it meets the other criteria and is properly supported and stiffened so that it does not rattle or create noise itself from vibration or wind. Noise blankets, hoods, or covers also may be used, provided they are appropriately implemented to provide the required sound attenuation.</li> </ul>			
	<p><b>BIO-3: Nesting Bird and Raptor Avoidance.</b>            In order to avoid violation of the federal MBTA and California Fish and Game Code, site-preparation activities (removal of trees and vegetation) shall be avoided during the general avian breeding season (January 15 to July 30 for raptors; February 15 to September 30 for other avian species).</p> <p>If site-preparation activities are to occur during the general avian or raptor breeding season, a pre-construction nesting survey shall be conducted within three days prior to the commencement of construction. A qualified biologist shall perform the nesting survey to ascertain whether there are active raptor nests or sensitive avian species nesting within</p>	<p>Prior to construction</p> <p>During construction, January 15 to July 30 for raptors; February 15 to September 30 for other avian species</p>	<p>Retention of a qualified biologist.</p> <p>Proof of completion of pre-construction nesting bird and raptor surveys by a qualified biologist.</p> <p>If nesting birds present, biological monitor to provide proof of compliance with buffer area for duration of construction</p>	<p>City of Del Mar Planning Division</p>

Significant Impact	Mitigation Measure	Timing	Action Indicating Compliance	Responsible Entity
	<p>500 feet of the project footprint and/or other bird nests within 300 feet of the project footprint. This survey shall identify the species of nesting bird and to the degree feasible, nesting stage (e.g., incubation of eggs, feeding of young, near fledging). Nests shall be mapped (not by using GPS because close encroachment may cause nest abandonment). If the surveys conclude no active nesting, the work shall resume as planned. If project activities are delayed or suspended for more than five days during the breeding season, surveys shall be repeated prior to re-initiating work. If an active nest is observed, the nest location shall be fenced off surrounding an adequate radius buffer zone as determined by biological monitor. Buffer distances may include, but shall not be restricted to, 100 feet around non-listed active passerine (e.g., perching birds and songbirds) nests and 300 feet around listed passerine (e.g., Belding’s savannah sparrow) nests. The buffers may be reduced, if appropriate, and as directed by a qualified biologist. The reduction in no-work buffers shall be approved by the City prior to implementation. Each nest avoidance buffer zone shall not be disturbed until a qualified biologist has verified that the young have fledged or the nest has otherwise become inactive.</p>		<p>activities while nest is active.</p>	
<p>b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?</p>	<p><b>BIO-4: Habitat Restoration Plan.</b> The City shall prepare and implement a habitat restoration plan. Temporary impacts to 0.02 acre of Diegan coastal sage scrub shall be restored to a pre-construction or superior condition at a 1:1 replacement within the area impacted. Permanent impacts to 0.16 acre of Diegan coastal sage scrub shall be mitigated at a 2:1 ratio. Mitigation shall occur through on- or off-site restoration, enhancement, and/or establishment with a minimum 1:1 establishment component, or the purchase of credits at an approved mitigation bank. Mitigation may occur on- or off-site by converting habitat that has been mapped as disturbed, non-native vegetation, and/or ornamental into native habitat. The habitat restoration plan shall be submitted to CDFW for review and concurrence prior to ground disturbance that may impact Diegan coastal</p>	<p>Prior to construction, during construction, post construction</p>	<p>Proof of creation and implementation of Habitat Restoration plan</p>	<p>City of Del Mar Planning Division</p>

Significant Impact	Mitigation Measure	Timing	Action Indicating Compliance	Responsible Entity
	sage scrub. The habitat restoration plan shall be submitted to CDFW for review and concurrence prior to ground disturbance that may impact Diegan coastal sage scrub. Mitigation located outside of the Coastal Zone shall require approval by the City and CCC, as well as other applicable agencies such as the CDFW.			
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<b>BIO-5: Regulatory Permits.</b> Prior to project impacts to potentially jurisdictional resources, demonstration that regulatory permits from USACE, RWQCB, CDFW, and CCC, have been issued or that no such permits are required shall be provided to the City. Implementation of permit requirements, including additional mitigation, shall be required.	Prior to construction	Retention of a qualified and permitted biologist.  Proof of avoidance on a site plan, or proof of required permits from applicable state and regulatory agencies.	City of Del Mar, USACE, RWQCB, CDFW, and CCC
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<b>BIO-6: Eelgrass Avoidance and Mitigation.</b> A pre-construction eelgrass survey shall be conducted in accordance with NOAA Fisheries California Eelgrass Mitigation Policy and Implementation Guidelines. If the pre-construction survey demonstrates eelgrass presence within the 100 feet of the construction footprint, then a mitigation plan to achieve no net loss in eelgrass function shall be developed and conducted in accordance with the California Eelgrass Mitigation Policy and Implementation Guidelines. The mitigation plan shall be reviewed and approved in consultation with NOAA Fisheries prior to project impacts to eelgrass. Mitigation options include (1) development of comprehensive management plans that protect eelgrass resources within the context of broader ecosystem needs and management objectives; (2) in-kind compensatory mitigation (e.g., creation, restoration, or enhancement of the same habitat type to mitigate for adverse impacts) that achieves a minimum final mitigation ratio of 1.38:1 once mitigation is complete (3) credits purchased through a mitigation bank or in-lieu fee program at a 1:1 ratio where the credits have been established for a full three-year period prior to use (or higher ratio should the bank credits have been in place for a period less than three years); (4) out-of-kind compensatory mitigation (e.g., creation, restoration, or enhancement of	Prior to construction	Retention of a qualified and permitted biologist.  If eelgrass is present, proof of mitigation plan to achieve no net loss.  Proof of NOAA approval of mitigation plan.	City of Del Mar Planning Division, NOAA Fisheries

Significant Impact	Mitigation Measure	Timing	Action Indicating Compliance	Responsible Entity
	another habitat type to mitigate for adverse impacts) that demonstrates to the satisfaction of NOAA Fisheries such that it can be demonstrated that the proposed mitigation will compensate for the loss of eelgrass habitat function within the ecosystem; or (5) alternate mitigation recommendations provided by NOAA Fisheries that will achieve no net loss.			
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<b>See MM AES-1 and BIO-5.</b>	See MM AES-1 and BIO-5.	See MM AES-1 and BIO-5.	See MM AES-1 and BIO-5.
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<b>See MM BIO-1 through BIO-6.</b>	See MM BIO-1 through BIO-6.	See MM BIO-1 through BIO-6.	See MM BIO-1 through BIO-6.
<b>Cultural Resources</b>				
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<b>CUL-1: Cultural Resource Monitoring.</b> A qualified archaeologist meeting the United States Secretary of the Interior's Professional Qualifications for prehistoric and historic archaeology and a Kumeyaay Native American monitor shall be retained to conduct a cultural resource monitoring program. The monitoring program shall include attendance by the archaeologist and Native American monitor at a pre-construction meeting with the construction contractor and the presence of an archaeological and Native American monitor during initial ground disturbance for the project. If it is determined by the archaeologist and Native American monitor that past grading and other disturbances have removed soils with a reasonable potential for containing cultural material, monitoring can be reduced and recommence when the ground-disturbing activities continue in native soil. If cultural material is encountered, the archaeologist and the Native American monitor shall have the authority to temporarily halt or redirect ground-disturbing activities while the cultural material is documented and assessed. If a cultural resource is determined to be significant, the	Prior to construction, during construction, post construction	Retention of a qualified archaeologist and Native American monitor.  Documentation of monitoring program by qualified archaeologist and Native American monitor.  If any artifacts collected, proof they have been cataloged, analyzed, and curated with accompanying catalog to current professional repository standards and transferred to an appropriate curating	City of Del Mar Planning Division

Significant Impact	Mitigation Measure	Timing	Action Indicating Compliance	Responsible Entity
	<p>archaeologist and Native American monitor shall coordinate with the City staff to develop and implement appropriate treatment measures. Artifacts collected (if any) shall be cataloged, analyzed, and curated with accompanying catalog to current professional repository standards and transferred to an appropriate curating facility within San Diego County. Alternatively, artifacts may be returned to the consulting tribe for reburial or for curation at a tribal facility. A report shall be completed by the qualified archaeologist describing the methods and results of the monitoring program. The final disposition of archaeological, historical, and paleontological resources recovered on State land under the jurisdiction of the California State Lands Commission must be approved by the California State Lands Commission.</p>		<p>facility within San Diego County.</p>	
<i>Geology and Soils</i>				
<p>f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</p>	<p><b>GEO-1: Paleontological Resources Monitoring and Treatment Plan.</b> Prior to the start of any ground-disturbing activity, a Paleontological Resources Monitoring and Treatment Plan (PRMTP) shall be prepared by a qualified paleontologist, subject to review and approval by the City of Del Mar. The PRMTP shall address construction monitoring procedures and provide treatment measures for paleontological resources discoveries, including the development of protocols for handling fossils discovered during construction, likely including temporary diversion of construction equipment so that the fossils could be recovered, identified, and prepared for dating, interpreting, and preserving at an established, permanent, accredited research facility.</p>	<p>Prior to construction</p>	<p>Retention of a qualified Paleontologist</p> <p>Proof of approval and implementation of a PRMTP</p>	<p>City of Del Mar Planning Division</p>
	<p><b>GEO-2: Paleontological Monitoring Program.</b> Prior to the start of any ground-disturbing activity, a qualified paleontologist shall attend the pre-construction meeting to consult with the grading and excavation contractors concerning excavation schedules, paleontological field techniques, and safety issues. A paleontological monitor shall be on site on a full-time basis during the original cutting of previously undisturbed deposits of high paleontological resource potential (Bay Point Formation and Delmar Formation) to inspect exposures for contained fossils. Grading</p>	<p>Prior to construction, during construction, post construction</p>	<p>Retention of a qualified Paleontologist</p> <p>Proof of Paleontologist attendance at the pre-construction meeting</p> <p>Documentation of monitoring program</p>	<p>City of Del Mar Planning Division</p>

Significant Impact	Mitigation Measure	Timing	Action Indicating Compliance	Responsible Entity
	<p>activities in previously undisturbed deposits of moderate paleontological resource potential (Torrey Sandstone) shall be monitored on a part-time basis.</p> <p>In the event that paleontological resources are discovered or unearthed during project subsurface activities, all earthmoving activities within radius of not less than 50 feet from the discovery shall be temporarily suspended or redirected until a certified paleontologist has recovered, identified, and/or evaluated the nature and significance of the find, in compliance with CEQA Guidelines 15064.5(f). After the find has been appropriately mitigated, work in the area may resume.</p> <p>Any fossil remains collected during monitoring and salvage shall be cleaned, repaired, sorted, and cataloged as part of the monitoring program. Prepared fossils, along with copies of all pertinent field notes, photos, and maps, shall be deposited in a scientific institution with permanent paleontological collections such as the San Diego Natural History Museum. Donation of the fossils shall be accompanied by financial support for preparation, curation, and initial specimen storage, if this work has not already been completed. A final summary report shall be completed that outlines the results of the paleontological monitoring program. This report shall include discussions of the methods used, stratigraphic section(s) exposed, fossils collected, and significance of recovered fossils.</p>		<p>by qualified Paleontologist</p> <p>In the event that paleontological resources are discovered during project, all earthmoving activities within radius of not less than 50 feet from the discovery shall be temporarily suspended or redirected until a certified paleontologist has recovered, identified, and/or evaluated the nature and significance of the find.</p>	
<i>Hazards and Hazardous Materials</i>				
<p>a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</p>	<p><b>HAZ-1: Polychlorinated Biphenyl (PCB) Mitigation.</b> Should removal of pole-mounted transformers be required as part of the project, the local utility company shall be notified for proper testing and removal. If such removal is required, a survey shall be conducted prior to demolition to determine the presence or absence of PCBs in applicable power pole transformers. These surveys shall be conducted by qualified/certified personnel, such as federal- and/or state-certified inspectors/assessors. Evidence of survey completion shall consist of a signed and stamped statement submitted to the City from the person certified to complete the</p>	<p>Prior to construction, during construction</p>	<p>If removal of pole-mounted transformers is required, retention of qualified/certified personnel, such as federal- and/or state-certified inspectors/ assessors.</p> <p>Proof of survey completion</p>	<p>City of Del Mar Planning Division</p>

Significant Impact	Mitigation Measure	Timing	Action Indicating Compliance	Responsible Entity
	<p>facility survey, indicating that the survey has been completed and that either regulated PCBs are present or absent. If regulated PCBs are present, all related handling and disposal shall be conducted pursuant to applicable federal (e.g., 40 CFR Part 761) and state (e.g., Title 22). Verification that the specified procedures were followed shall be provided to the City.</p>		<p>submitted to the City.</p>	
<p>b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</p>	<p><b>HAZ-2: Asbestos Containing Materials (ACM) Survey.</b> An ACM survey shall be conducted by a qualified individual in conformance with NESHAP 40 Code of Federal Regulation (CFR) Part 61, Subpart M, and San Diego County Air Pollution Control District (SDCAPCD) Rule 1206, prior to the start of construction. Evidence of survey completion shall consist of a signed and stamped statement submitted to the City from the person certified to complete the facility survey, indicating that the survey has been completed and that either regulated asbestos is present or absent. If regulated ACMs are present, the statement shall describe the procedures that will be taken to remediate the hazard, including applicable regulations for demolition methods and dust suppression SDAPCD Rule 1206, and proper handling and disposal under CCR Title 22, Division 4.5. Verification that the specified procedures were followed shall be provided to the City.</p>	<p>Prior to construction</p>	<p>Retention of a qualified individual in conformance with NESHAP 40 Code of Federal Regulation (CFR) Part 61, Subpart M, and San Diego County Air Pollution Control District (SDCAPCD) Rule 1206.</p> <p>Proof of survey completion submitted to the City.</p> <p>If ACMs are present, proof of creation and implementation of procedures taken to remediate the hazard.</p>	<p>City of Del Mar Planning Division</p>
	<p><b>HAZ-3 Lead Based Paint (LBP) Survey.</b> An LBP survey shall be conducted by a qualified individual in accordance with CDPH guidelines, prior to the start of construction. Evidence of survey completion shall consist of a signed and stamped statement submitted to the City from the person certified to complete the facility survey, indicating that the survey has been completed and that either regulated LBP is present or absent. Lead containing materials shall be managed in accordance with applicable regulations including, at a minimum, the hazardous waste disposal requirements (CCR Title 22, Division 4.5); and the State Lead Accreditation, Certification and Work Practice Requirements (CCR Title 17, Division 1, Chapter 8). Verification that the specified procedures were followed shall be provided to the City.</p>	<p>Prior to construction</p>	<p>Retention of a qualified individual in accordance with CDPH guidelines.</p> <p>Proof of survey completion submitted to the City.</p> <p>If LBP is present, materials shall be managed in accordance with applicable regulations.</p>	<p>City of Del Mar Planning Division</p>

Significant Impact	Mitigation Measure	Timing	Action Indicating Compliance	Responsible Entity
<i>Noise</i>				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<p><b>NOI-1: Construction Noise Management Plan.</b> Prior to the initiation of construction activities, a Construction Noise Management Plan shall be prepared that identifies measures to comply with the following:</p> <ol style="list-style-type: none"> <li>1. The construction contractor shall be required to work in such a manner so as not to exceed a 1 hour average sound level of 75 dBA at any noise-sensitive land use (residential). Sound levels may be limited by sound control devices, limiting the number of equipment operating at once, or installation of temporary noise barriers between the construction site and sensitive receptors.</li> <li>2. Construction equipment shall be properly outfitted and maintained with manufacturer recommended noise-reduction devices to minimize construction-generated noise.</li> <li>3. Stationary construction noise sources such as generators or pumps shall be located at least 100 feet from noise-sensitive land uses.</li> <li>4. Laydown and construction vehicle staging areas shall be located as far from noise-sensitive land uses as feasible.</li> </ol>	Prior to construction	Proof of creation and implementation of Construction Noise Management Plan.	City of Del Mar Planning Division
	<p><b>NOI-2: Exterior Use Area Noise Barrier.</b> To reduce traffic noise levels at exterior use areas where Caltrans and City noise standards would be exceeded, either a six-foot-high, 87-foot-long noise barrier, or a seven-foot-high, 59-foot-long noise barrier shall be provided along the fence line of the exterior use area of NSLU R-5. Both are shown on Figure 21. The noise barrier must be solid. It can be constructed of masonry, wood, plastic, fiberglass, steel, or a combination of those materials, as long as there are no cracks or gaps, through or below the barrier. Any seams or cracks must be filled or caulked. If wood is used, it can be tongue and groove and must be at least one-inch total thickness or have a density of at least 3.5 pounds per square foot. Where architectural or aesthetic factors allow, glass or clear plastic 3/8 of an inch thick or thicker may be used, if it is desirable to preserve a view. Sheet metal of 18-gauge (minimum) may be used if it meets the other criteria and is properly supported and stiffened so that it does not rattle or create noise itself from vibration or</p>	Prior to construction	Installation of noise barrier.	City of Del Mar Planning Division

Significant Impact	Mitigation Measure	Timing	Action Indicating Compliance	Responsible Entity
	wind. Any door(s) or gate(s) must be designed with overlapping closures on the bottom and sides and meet the minimum specifications of the materials described above. The gate(s) may be of wood with a thickness of at least one inch, solid-sheet metal of at least 18-gauge metal, or an exterior-grade solid-core steel door with prefabricated door jambs.			
b) Generation of excessive groundborne vibration or groundborne noise levels?	<b>NOI-3 Vibratory Pile Driver Vibration Monitoring and Reduction.</b> If a vibratory pile driver is used within 110 feet of a residential dwellings, vibration monitoring shall be conducted at the residential locations. If the measured vibration level exceeds Caltrans’ 0.1-inch per second PPV strongly perceptible annoyance potential criteria for steady state sources, the power level of the pile driver shall be reduced or vibration shielding via a trench or alternative method shall be implemented to reduce vibration levels below the 0.1-inch per second PPV level.	During construction	Retention of a qualified noise monitor.  If vibration levels exceed Caltrans’ 0.1-inch per second PPV strongly perceptible annoyance potential criteria, vibration shielding or an alternative reduction method shall be used.	City of Del Mar Planning Division
<i>Tribal Cultural Resources</i>				
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:  i. Listed or eligible for listing in the California Register of Historical	<b>See MM CUL-1.</b>	See MM CUL-1.	See MM CUL-1.	See MM CUL-1.

Significant Impact	Mitigation Measure	Timing	Action Indicating Compliance	Responsible Entity
<p>Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or</p> <p>ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.</p>				
<i>Mandatory Findings of Significance</i>				
<p>a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining</p>	<p><b>See MM BIO-1 through BIO-6 and CUL-1.</b></p>	<p>See MM BIO-1 through BIO-6 and CUL-1.</p>	<p>See MM BIO-1 through BIO-6 and CUL-1.</p>	<p>See MM BIO-1 through BIO-6 and CUL-</p>

Significant Impact	Mitigation Measure	Timing	Action Indicating Compliance	Responsible Entity
levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of past, present and probable future projects)?	<b>See MM BIO-1 through BIO-5, CUL-1, GEO-1 and GEO-2, and HAZ-1 through HAZ-3</b>	See MM BIO-1 through BIO-5, CUL-1, GEO-1 and GEO-2, and HAZ-1 through HAZ-3	See MM BIO-1 through BIO-5, CUL-1, GEO-1 and GEO-2, and HAZ-1 through HAZ-3	See MM BIO-1 through BIO-5, CUL-1, GEO-1 and GEO-2, and HAZ-1 through HAZ-3
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<b>See MM NOI-1 and NOI-2</b>	See MM NOI-1 and NOI-2	See MM NOI-1 and NOI-2	See MM NOI-1 and NOI-2

**Table L-2  
Project Design Features and Best Management Practices**

Project Design Feature or Best Management Practice	Timing	Action Indicating Compliance	Responsible Entity
<p>Implement measures to control sediment and erosion during construction. Such measures may include, but are not limited to: (1) installing erosion and sediment control devices such as silt fences, fiber rolls, mulching or soil binders, plastic covers, and gravel bags in appropriate locations; (2) placing temporary filters at storm drain inlets (e.g., gravel bags/filter fabric); (3) designating containment areas for material storage (e.g., covering/berming of soil stockpiles); (4) providing containment areas for solid waste storage and concrete washout; (5) construction of temporary berms; (6) limiting fueling/maintenance of equipment to designated areas outside and away from waters or wetlands areas; and (7) installing material containment devices for refueling or fixing equipment that is not easily movable away from waters.</p>	<p>Measures to be included in construction documents for approval by City.</p> <p>Measures to be implemented during construction, prior to activities that may result in sedimentation and/or erosion.</p>	<p>Review and approval of construction documents by City.</p> <p>Proof of implementation of appropriate measures.</p>	<p>City of Del Mar Planning Division, Engineering Department</p> <p>Construction Contractor</p>
<p>Implement construction commitments and operating procedures for “in-water” work within the San Dieguito River mouth. Such procedures may include, but are not limited to: (1) installing impermeable barriers or turbidity curtains; (2) installing exclusionary fencing to exclude grunion entry into the project work areas between September 1 and February 28; (3) using temporary cofferdams or temporary berms where practicable; (4) employing air bubble curtain technologies or cushion block devices on the pile-driving, hammering, and drilling machinery to reduce vibrations, hydroacoustic, and channel bottom disturbances; (5) limiting the use of hammer-style or pile driver machinery; (6) wrapping pile and hammer drivers with sound blankets; (7) installing vibratory dampeners on driver/hammer heads, where feasible; (8) using electrically powered equipment instead of pneumatic or internal-combustion powered equipment; and (9) scheduling construction within water and wetlands to occur during low tides. Measures prescribed during the consultation review of the project by applicable agencies (e.g., CDFW, NOAA, etc.) would also be required.</p>	<p>Measures to be included in construction documents for approval by City.</p> <p>Measures to be implemented during construction, prior to in-water work.</p>	<p>Review and approval of construction documents by City.</p> <p>Review and approval of construction commitments and operating procedures by applicable agencies.</p> <p>Proof of implementation of appropriate measures.</p>	<p>City of Del Mar Planning Division, Engineering Department</p> <p>CDFW, NOAA, etc.</p> <p>Construction Contractor</p>
<p>Develop and implement a plan to keep debris out of the lagoon. Measures included in the plan may include suspending protective covers from the existing bridge, on the ground below, or floating on the water.</p>	<p>Measures to be included in construction documents for approval by City.</p> <p>Measures to be implemented during construction.</p>	<p>Review and approval of plan by City.</p> <p>Proof of implementation of appropriate measures.</p>	<p>City of Del Mar Planning Division, Engineering Department</p> <p>Construction Contractor</p>

Project Design Feature or Best Management Practice	Timing	Action Indicating Compliance	Responsible Entity
Conduct “worker environmental awareness training” at the project site prior to construction for each on-site construction crew member.	Measure to be implemented prior to construction.	Proof of implementation of training.	City of Del Mar Planning Division  Construction Contractor
A designated project biologist shall conduct regular construction monitoring to monitor environmental compliance and ensure the project mitigation measures, construction operating procedures, and BMPs are implemented/maintained. The frequency of monitoring shall be determined by the designated project biologist in coordination with the City and Construction Contractor.	Measure to be implemented during construction; frequency to be determined by designated project biologist.	Retention of a qualified biologist.  Proof of completion of regular construction monitoring by a qualified biologist.	City of Del Mar Planning Division, Engineering Department  Construction Contractor
A Traffic Control Plan (TCP) shall be prepared by a registered traffic engineer and implemented to ensure safe movement of vehicular, bicycle, and pedestrian traffic and adequate emergency access for police, fire, and medical services in the local area. The TCP shall include public information for motorists, bicyclists, and pedestrians; lane closures and road detours associated with overnight construction activities; incident management; and construction information. Temporary signs and traffic control advanced warning devices shall be placed along the roadway, within the street right-of-way. The contractor shall obtain traffic control permits from the City.	Measure to be implemented prior to and during construction.	Retention of a registered traffic engineer.  Review and approval of TCP by City.  Proof of obtaining traffic control permits.  Proof of implementation of appropriate measures.	City of Del Mar Planning Division, Engineering Department  Construction Contractor
Preparation of the beach areas on both sides of the bridge for construction, including establishing Construction Contractor fencing at the project boundaries, installing a covered pedestrian boardwalk (southwest corner) to provide pedestrian access to Del Mar Beach, and displaying signage that directs coastal visitors to coastal amenities in the area, including the beaches and the River Path Del Mar (River Path). The two crosswalks closest to each abutment shall be temporarily relocated during construction. The crosswalk at the southern abutment that connects to the River Path to the east and Del Mar Beach to the west shall be removed and a temporary crosswalk established further south at Sandy Lane, approximately 300 feet from the southern bridge abutment. The crosswalk at the northern abutment shall also be removed and the existing crosswalk to the north shall remain to provide pedestrian access to Del Mar Beach during construction.	Measure to be implemented prior to construction.	Review and approval of construction documents by City.  Proof of implementation of appropriate measures.	City of Del Mar Planning Division, Engineering Department  Construction Contractor
Installation of permanent water quality devices to treat and discharge road runoff during storm events. Such devices may include, but are limited to, “Green Street” tree wells that include biofiltration soil.	Measure to be implemented following completion of construction.	Proof of implementation of water quality devices.	City of Del Mar Planning Division, Engineering Department  Construction Contractor

Project Design Feature or Best Management Practice	Timing	Action Indicating Compliance	Responsible Entity
Implementation of temporary lighting shall be required to be oriented downward (toward the bridge deck) and the lighting source would be required to be shielded in order to minimize light spill.	Measure to be implemented during construction.	Proof of implementation of appropriate measures.	City of Del Mar Planning Division
Implementation of standard dust control BMPs to meet the requirements of San Diego County Air Pollution Control District (SDAPCD) Rule 55, including watering all exposed surfaces twice daily.	Measures to be included in construction documents for approval by City.  Measures to be implemented during construction, prior to activities that may result in dust.	Review and approval of construction documents by City.  Proof of implementation of appropriate measures.	City of Del Mar Planning Division, Engineering Department  Construction Contractor
Implementation of standard BMPs to meet the requirements of State of California Health and Safety Code Sections 41700 and 41705, and SDAPCD Rule 51 to minimize equipment idling and maintain equipment to reduce odor emissions from equipment exhaust.	Measures to be included in construction documents for approval by City.  Measures to be implemented during construction, prior to activities that may result in objectionable odors.	Review and approval of construction documents by City.  Proof of implementation of appropriate measures.	City of Del Mar Planning Division, Engineering Department  Construction Contractor
If unknown human remains are discovered during construction, project construction activities shall be required to comply with California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98. Specifically, if human remains are discovered, the San Diego County Coroner shall be immediately contacted for a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American origin, the Coroner would notify the Native American Heritage Commission, which would determine and notify a Most Likely Descendant (MLD). With the permission of the City and/or its authorized representative, the MLD may inspect the site of the discovery, and shall complete the inspection within 24 hours of notification by the NAHC. The MLD would have the opportunity to make recommendations to the NAHC on the treatment and disposition of the remains.	Measures to be implemented during construction if human remains are discovered.	If human remains are discovered, proof of compliance with California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98.	City of Del Mar Planning Division  Construction Contractor  Native American Heritage Commission
Divert a minimum of 65 percent of construction and demolition debris, in compliance with the City's Construction and Demolition Waste Recycling Ordinance and California Green Building Standards requirements.	Measure to be included in construction documents for approval by City.	Review and approval of plan by City.	City of Del Mar Planning Division, Engineering Department

Project Design Feature or Best Management Practice	Timing	Action Indicating Compliance	Responsible Entity
	Measure to be implemented during construction.	Proof of implementation.	Construction Contractor
It shall be the responsibility of the Construction Contractor to remove demolition and construction materials from the site. The Construction Contractor shall be required to comply with federal, state, and local statutes and regulations related to solid waste reduction, including waste management, reduction, and recycling of demolition and construction debris and waste. Such waste would be source separated on-site for reuse, recycling, or proper disposal. For construction waste that cannot be diverted or recycled, such as material packaging and food-related trash generated by employees, landfills in the region would have adequate capacity to fulfill the project's solid waste generation needs.	Measures to be implemented during demolition and construction.	Review and approval of construction and demolition documents by City.  Proof of implementation of appropriate measures.	City of Del Mar Planning Division  City of Del Mar Engineering Department  Construction Contractor
Implementation of recommendations and seismic design considerations in the project Geotechnical Report and Foundation Report to provide suitable subsurface conditions to support the replacement bridge. Includes, but not limited to, recommendations for over-excavation and replacement with new, compacted engineered fill per ASTM International soil compaction standards.	Measures to be implemented during final design and construction.	Review and approval of construction documents by City.  Proof of implementation of appropriate measures.	City of Del Mar Planning Division, Engineering Department  Construction Contractor
Sampling of the sign, guard rail posts, or decking for the presence of wood-preserving chemicals shall be conducted prior to demolition and treated wood waste would be handled consistent with Caltrans' Standard Special Provisions 14-11.14.	Measure to be implemented prior to demolition.	Proof of implementation of sampling.	City of Del Mar Planning Division  Construction Contractor
Implementation of a project-specific SWQMP that includes specific BMPs to avoid or reduce potential impacts related to the use and potential discharge of construction-related hazardous materials. BMPs shall include, but not be limited to, the following: <ul style="list-style-type: none"> <li>• No demolition or construction materials, equipment, debris, or waste would be placed or stored where it may enter receiving waters or a storm drain or be subject to river, wind, rain, or tidal erosion and dispersion.</li> <li>• All stockpiles and construction materials would be covered and enclosed on all sides, be located as far away as possible from drain inlets and waterways, and may not be stored in contact with soil.</li> <li>• Machinery and equipment would be maintained and washed in confined areas specifically designed to control runoff. If thinners, petroleum products or solvents must be used on site, they would be properly recycled or disposed after use and may not be discharged into storm drains, sewers, receiving waters, or onto the unpaved ground.</li> </ul>	Measures to be included in SWQMP for approval by City.  Measures to be implemented during construction, prior to activities that may result in sedimentation and/or erosion.		City of Del Mar Planning Division, Engineering Department  Construction Contractor

Project Design Feature or Best Management Practice	Timing	Action Indicating Compliance	Responsible Entity
<ul style="list-style-type: none"> <li>• Spill prevention and control measures would be implemented to ensure the proper handling and storage of petroleum products and other construction materials. Measures would include a designated fueling and vehicle maintenance area with appropriate berms and protection to prevent spillage of gasoline or related petroleum products or contact with runoff. The designated area would be equipped with spill control materials and located to minimize the risk of spills reaching receiving waters, storm drains, sewers, or unpaved ground.</li> <li>• Reasonable and prudent measures would be taken to prevent discharge of fuel or oily waste from heavy machinery or construction equipment into coastal waters. Adequate equipment would be available to contain such spills immediately.</li> </ul>			



# City of Del Mar Agenda Report

TO: Honorable Mayor and Councilmembers

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

DATE: February 3, 2026

SUBJECT: Proposed Addition of Management Analyst Position to the Finance Division

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution (Attachment A) authorizing the addition of a Management Analyst position to the Finance Division and amend the FY 2025-2026 Operating and Capital Budget as described in the Fiscal Impact.

## BACKGROUND:

The Finance Division of the Administrative Services Department manages the City's accounting and finance activities and consists of five positions, including Finance Manager/Treasurer, Finance Officer, Accountant, and two Accounting Technicians. The Accountant and Accounting Technicians are responsible for payroll, utility billing, and accounts payable, while the Finance Manager and Finance Officer oversee higher-level strategic functions and provide executive oversight of the division.

Most City departments have a Management Analyst position supporting the department's operations, including Community Services, Planning and Community Development, Public Works, City Manager's Office, and Administrative Services. Under the current organizational structure, the Administrative Services Management Analysts provide administrative and analytical support to the Finance Division for assigned routine tasks and special projects. However, the City's fiscal operations have grown increasingly complex, and the City is embarking on several new initiatives that will place additional demands on the Finance Division. To ensure continuity of sound fiscal operations, public services, adherence to public financial management best practices, and strong internal controls, it is important to provide sufficient dedicated resources.

## DISCUSSION/ANALYSIS:

Staff recommends adding one permanent, full-time Management Analyst position assigned to the Finance Division to provide more efficient and targeted support for routine and special finance projects. Routine functions that would be performed by the Management

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City Council Action:

Analyst include analytical support for the budget and audit processes, forecasting and financial analysis, providing back up coverage for essential daily operations like accounts payable, supporting advisory committees, policy research and development, and other duties as assigned. The new Management Analyst position would play a key role in the implementation of several special projects.

The analyst would provide dedicated support for the upcoming Short-Term Rental Program following implementation, including monthly Transient Occupancy Tax (TOT) monitoring, permit payment processing, data portal entries, data analytics, reporting, and administrative support for code enforcement efforts. The position would also support development and implementation of the City's new Enterprise Resource Planning (ERP) system through participation in workflow mapping, training, and user acceptance testing, as well as by providing backup support to other subject matter experts.

In addition, the City is initiating an update to its Cost Allocation Plan to recover indirect costs related to the City's central service departments, including Finance, Human Resources, City Clerk, Facilities, Information Technology. The analyst will play a central role in this effort and in ongoing maintenance of the associated cost allocation model. Concurrently, the City will be undertaking a Comprehensive User Fee Study, with the analyst assisting in development of the study and assuming responsibility for ongoing maintenance of the user fee model and coordination of annual updates to the City's fee schedules.

These major initiatives will have ongoing requirements beyond initial implementation, for which the dedicated analyst will be well-positioned to provide continued support. Additionally, the analyst would provide management, analytical, and administrative support for the Finance Division, including budget development and monitoring for the Biennial Proposed and Budget Update, coordination of capital and special projects, support for financial forecasting efforts, and assistance with related policies. The position will also help coordinate contractual services, advisory committee support, agenda items, and annual financial reporting.

The proposed position would be funded entirely by the General Fund. The estimated fully loaded annual cost, including salary and benefits, is approximately \$100,000, which would be proportionally offset with revenues related to STR operations. The Management Analyst is included in the City's existing Management, Professional and Confidential Employees salary schedule; therefore, no amendment to the compensation plan is required.

The Management Analyst classification is an umbrella term for a multi-level classification series that includes Assistant Management Analyst, Management Analyst, Associate Management Analyst, and Senior Management Analyst levels. Following the City Council approval, the City will conduct an open recruitment process, and it is anticipated that the position will be filled by approximately April 2026. This timing is important, as the

Management Analyst is envisioned to play a primary role in the administrative activities associated with implementation of the new STR regulations.

**FISCAL IMPACT:**

If approved, the recommended action would result in an estimated increase of approximately \$22,000 for the remainder of Fiscal Year 2025-2026. Council approval of the recommended action will result in an amendment to the FY 2025-2026 Operating and Capital Budget as detailed below:

<b>ACCOUNT</b>	<b>FUND</b>	<b>ACCOUNT</b>	<b>AMOUNT</b>
<b>Salaries – Permanent</b>	<b>General</b>	<b>01.5400.1000</b>	<b>\$22,000</b>
		<b>Total</b>	<b>\$22,000</b>

**ENVIRONMENTAL IMPACT:**

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

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

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

**ATTACHMENTS:**

Attachment A – Resolution Authorizing Finance Management Analyst Position

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE ADDITION OF ONE MANAGEMENT ANALYST POSITION TO THE FINANCE DIVISION

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

WHEREAS, after a thorough assessment of the current and future work plan for the Finance Division of the Administrative Services Department and to provide the critically needed level of operational and analytical support, one new permanent full-time position is needed to provide more efficient and targeted support for routine and special finance projects; and

WHEREAS, to provide the needed support, the City Council desires to authorize and fund one additional multi-level Management Analyst position series to the Finance Division as part of the Management, Professional and Confidential Employees group; and

WHEREAS, the Management Analyst series position is a current position on the existing Management, Professional and Confidential Employees group salary schedule; therefore, no compensation plan amendment is necessary.

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

- 1. The above recitals are true and correct.
- 2. One multi-level Management Analyst series position in the Finance Division is hereby authorized and funded.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 3rd day of February, 2026.

\_\_\_\_\_  
Tracy Martinez, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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

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

I, SARAH KRIETOR, Acting City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2026-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 3rd day of February, 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Marco Camacho, Finance Manager  
Via Ashley Jones, City Manager

DATE: February 3, 2026

SUBJECT: Treasurer's Investment Report for the Quarter Ended December 31, 2025

**REQUESTED ACTION/RECOMMENDATION:**

Staff recommends that the City Council receive and file the informational Treasurer's Investment Report for the quarter ended December 31, 2025.

**BACKGROUND:**

The City contracted with Optimized Investment Partners in November 2024 to help improve the investment returns while ensuring safety of principal and sufficient liquidity for operations, in compliance with the California Government Code. Ongoing portfolio management and monitoring continue to be performed and reported on a quarterly basis in partnership with Optimized Investment Partners and the City's Finance Manager and Finance Officer.

**DISCUSSION/ANALYSIS:**

The total cash and investment portfolio book value (cost) held by the City as of December 31, 2025, was \$38,905,256 (Attachment A), which includes the following components:

<b>Portfolio Assets</b>	<b>Book Value</b>
Managed Investment Portfolio	\$22,696,197
State of CA Local Agency Investment Fund (LAIF)	\$15,328,511
San Diego County Investment Pool	\$108,487
California Asset Management Program Pooled Investment Fund (CAMP)	\$22,792
Cash/Time Deposits	\$541,157
Accrued Interest on Investments	\$208,113
<b>Total</b>	<b>\$38,905,256</b>

When reviewing the Investment Report, it is important to note that earned interest refers to interest earned on investments over a specific period, accrued interest refers to interest that has been earned but not yet received, and paid interest refers to interest that has already been received.

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City Council Action:

Cash and investments held by the City and the trustees continue to be invested in accordance with the Government Code and the City's Investment Policy.

During the quarter, two certificates of deposit totaling \$465,000 and one U.S. Treasury Bill in the amount of \$4,160,000 matured. One medium-term corporate note in the amount of \$503,663 was purchased.

Two-year Treasury yields, which were approximately 3.60% at the beginning of the quarter, declined to 3.47% by the end of the quarter, representing a decrease of 13 basis points during the period.

As of December 31, 2025, the weighted yield to maturity on the Managed Investment Portfolio was 3.73%, and the weighted average maturity of the portfolio was 2.59 years.

The Federal Open Market Committee (FOMC) meets approximately every six weeks to determine the federal funds rate. On December 10, 2025, the FOMC voted to lower the target range for the federal funds rate by 0.25 percentage points to a new range from 3.50% to 3.75%. The FOMC noted that economic activity has been expanding at a moderate pace, job gains have slowed, and the unemployment rate has edged higher through September. Inflation remains elevated, and uncertainty persists regarding the economic outlook. The FOMC is aiming for maximum employment and maintaining 2% inflation over the long run and noted that further rate adjustments will depend on incoming data, the evolving economic outlook, and risk assessment.

Based on the projected timing of cash receipts and disbursements and the structure of the City's pooled investment portfolio, the City is expected to comfortably meet overall cash flow needs over the next six months.

FISCAL IMPACT:

There is no fiscal impact or action required by the City Council related to this agenda report.

ENVIRONMENTAL IMPACT:

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

NEXUS TO COUNCIL GOALS AND PRIORITIES:

This is an operational item and not included on the Council list of Goals/Priorities.

ATTACHMENTS:

Attachment A – FY25-26 Q2 Treasurer's Investment Report:

- Summary of Cash and Investments as of December 31, 2025
- Portfolio Summary and Key Statistics for the Quarter Ended December 31, 2025
- Managed Investments Yield to Maturity as of December 31, 2025

**City of Del Mar**  
**Summary of Cash and Investments for the Quarter Ended December 31, 2025**

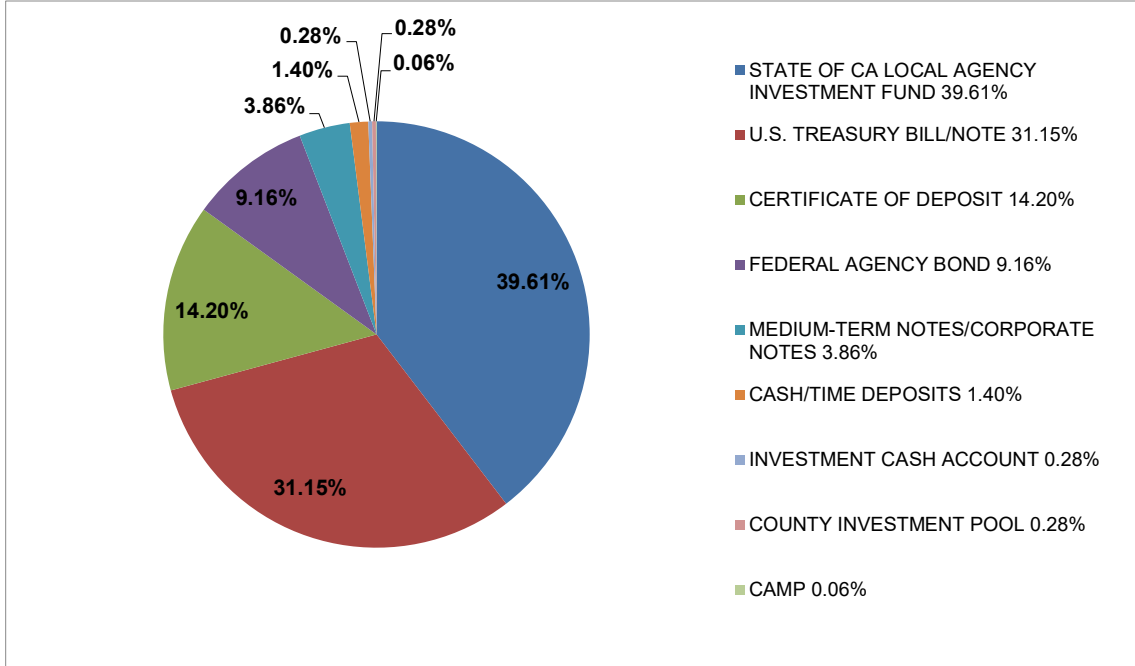
Portfolio Assets	Par Value (1)	Market Value (2)	Book Value (3)	% of Portfolio
<b>Cash &amp; Investments Held by City</b>				
<b>Investment Portfolio</b>				
<b>Managed Investments</b>				
U.S. Bank Custodial Cash Account	\$ 108,961	\$ 108,961	\$ 108,961	0.28%
U.S. Treasury Bill/ Note	12,267,000	12,181,085	12,055,441	31.15%
Medium-Term Notes/Corporate Notes	1,545,000	1,484,493	1,491,923	3.86%
Federal Agency Bond	3,554,000	3,568,137	3,544,873	9.16%
Certificate of Deposit	5,495,000	5,493,236	5,495,000	14.20%
<b>Managed Investments Subtotal</b>	<b>\$ 22,969,961</b>	<b>\$ 22,835,912</b>	<b>\$ 22,696,197</b>	<b>58.65%</b>
<b>Pooled Investments</b>				
State of CA Local Agency Investment Fund	\$ 15,328,511	\$ 15,328,511	\$ 15,328,511	39.61%
County Investment Pool	108,487	108,487	108,487	0.28%
CAMP	22,792	22,792	22,792	0.06%
<b>Pooled Investments Subtotal</b>	<b>\$ 15,459,789</b>	<b>\$ 15,459,789</b>	<b>\$ 15,459,789</b>	<b>39.95%</b>
<b>Investment Portfolio Subtotal</b>	<b>\$ 38,429,750</b>	<b>\$ 38,295,701</b>	<b>\$ 38,155,987</b>	<b>98.60%</b>
<b>Cash/Time Deposits</b>	<b>\$ 541,157</b>	<b>\$ 541,157</b>	<b>\$ 541,157</b>	<b>1.40%</b>
<b>Funds Available for Investment</b>	<b>\$ 38,970,907</b>	<b>\$ 38,836,858</b>	<b>\$ 38,697,144</b>	<b>100.00%</b>
<b>Accrued Interest</b>	<b>\$ 208,113</b>	<b>\$ 208,113</b>	<b>\$ 208,113</b>	
<b>Total Cash &amp; Investments Held by City</b>	<b>\$ 39,179,020</b>	<b>\$ 39,044,971</b>	<b>\$ 38,905,256</b>	

## Notes:

1. Par value is the principal amount of the investment on maturity.
2. Market values contained herein are received from sources we believe are reliable; however, we do not guarantee their accuracy.
3. Book value is par value of the security plus or minus any premium or discount on the security.

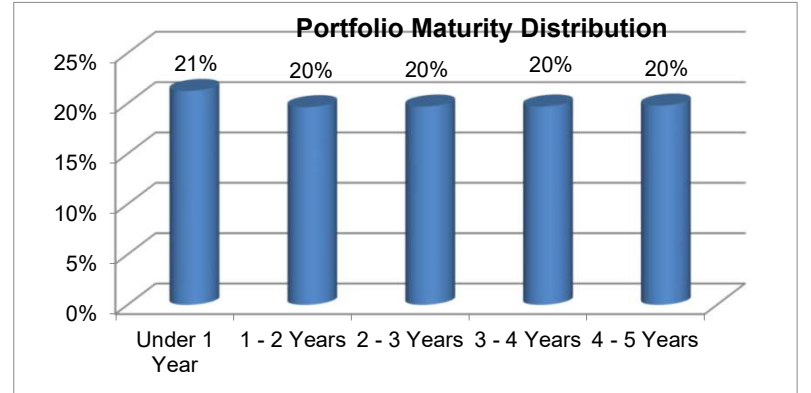
**City of Del Mar  
Investment Report for the Quarter Ended December 31, 2025**

**Investment Portfolio Summary and Key Statistics**



Portfolio Key Statistics	
PAR Value	\$ 38,429,750
Book Value (COST)	\$ 38,155,987
Market Value	\$ 38,295,701
Weighted Average Maturity (in years)	<b>2.59</b>
Weighted Yield to Maturity*	<b>3.73%</b>

\*Note: Cash/time deposits not included in WYTM



Excludes Pooled Investments and U.S. Bank Custodial Cash Account

**U.S. Treasury Yields - Quarterly Comparison**

Maturity	Dec 2025	Sep 2025	Change
3-Month	3.67%	4.02%	-0.35%
1-Year	3.48%	3.68%	-0.20%
2-Year	3.47%	3.60%	-0.13%
3-Year	3.55%	3.61%	-0.06%
5-Year	3.73%	3.74%	-0.01%
10-Year	4.18%	4.16%	0.02%

**Avg Duration of LAIF, CAMP & SD County Inv Pool**

Account	Years
LAIF	0.68
SD County Investment Pool	1.24
CAMP	0.13

\*County Pool rate is from November as Dec. rate not available at time of report

Portfolio Maturity	PAR Maturing	% Maturing
Under 1 Year	\$ 4,854,000	21%
1 - 2 Years	\$ 4,486,000	20%
2 - 3 Years	\$ 4,499,000	20%
3 - 4 Years	\$ 4,500,000	20%
4 - 5 Years	\$ 4,522,000	20%
<b>Total</b>	<b>\$ 22,861,000</b>	<b>100%</b>

**2-Year U.S. Treasury Yield - Historical Data**

Dec 2025	Dec 2024	Dec 2023	Dec 2022
3.47%	4.25%	4.23%	4.41%

Interest Earnings	FY 24-25	FY 25-26	Change
Oct	\$ 134,554	\$ 133,897	\$ (657)
Nov	\$ 120,951	\$ 114,272	\$ (6,679)
Dec	\$ 115,020	\$ 102,248	\$ (12,773)
<b>Total for Quarter</b>	<b>\$ 370,525</b>	<b>\$ 350,417</b>	<b>\$ (20,108)</b>

Note: Interest Earnings figures do not include capital gains or losses

Note: Weighted Average will change when bond is purchased, sold or matured

**CITY OF DEL MAR  
CERTIFICATE OF DEPOSITS (with U.S. BANK)  
As of December 31, 2025**

Security Description	CUSIP	PAR AMOUNT	YTM (Yield to Maturity)	Annualized Rate of Return	Portfolio Weighting	Weighted YTM	MATURITY DATE
BMO Harris Bank NA	05600XBY5	\$ 200,000	0.550%	0.550%	0.87%	0.005%	2/18/2026
Bank United NA	066519QV4	\$ 200,000	0.950%	0.950%	0.87%	0.008%	4/14/2026
Bank of America NA	06051XDT6	\$ 200,000	5.000%	5.000%	0.87%	0.044%	5/22/2026
Goldman Sachs Bank	38150VUZ0	\$ 240,000	5.050%	5.050%	1.05%	0.053%	6/11/2026
UBS Bank USA	90348JP61	\$ 248,000	0.900%	0.900%	1.08%	0.010%	7/8/2026
Synchrony Bank Draper	87165FA38	\$ 200,000	0.950%	0.950%	0.87%	0.008%	9/17/2026
M1 Bk MacKs Creek Mo	55316CDJ2	\$ 67,000	4.050%	4.050%	0.29%	0.012%	9/24/2026
Bradesco Bk Coral Gables Bk	10421ABM8	\$ 244,000	4.100%	4.100%	1.07%	0.044%	9/28/2026
Merrick Bk South Jordan Utah	59013K6K7	\$ 249,000	4.050%	4.050%	1.09%	0.044%	9/28/2026
Hapo Community Credit Union	41138NAD0	\$ 240,000	5.400%	5.400%	1.05%	0.057%	9/29/2026
State Bank of India New York	856285YH8	\$ 248,000	1.150%	1.150%	1.08%	0.012%	10/29/2026
Austin Felco Fed Credit Union	052392EA1	\$ 249,000	4.300%	4.300%	1.09%	0.047%	12/14/2026
Greenstate Cr Un Liberty	39573LCE6	\$ 248,000	1.350%	1.350%	1.08%	0.015%	1/14/2027
American Express National Bank	02589ABQ4	\$ 247,000	2.000%	2.000%	1.08%	0.022%	3/9/2027
Capital One Bank (USA) NA	14042TFJ1	\$ 245,000	2.700%	2.700%	1.07%	0.029%	4/13/2027
Discover Bank	254673G83	\$ 246,000	3.150%	3.150%	1.08%	0.034%	6/14/2027
Preferred Bank LA CA	740367QF7	\$ 248,000	4.000%	4.000%	1.08%	0.043%	9/30/2027
Liberty First Credit Union	530520AK1	\$ 200,000	4.700%	4.700%	0.87%	0.041%	8/7/2028
Somerset Tr Co Pa	835104CW8	\$ 249,000	4.050%	4.050%	1.09%	0.044%	11/13/2028
MORGAN STANLEY 61690D7G7	61690D7G7	\$ 244,000	4.300%	4.300%	1.07%	0.046%	7/1/2030
MORGAN STANLEY 61776NTM5	61776NTM5	\$ 244,000	4.300%	4.300%	1.07%	0.046%	7/1/2030
Security First Bk Lincoln Neb - 81425 81425PCA7		\$ 245,000	3.950%	3.950%	1.07%	0.042%	7/3/2030
First Natl Bk Amer East Lansin - 3211 32110YU37		\$ 249,000	3.800%	3.800%	1.09%	0.041%	8/13/2030
Sallie Mae Bk Salt Lake City U - 7954 795451EB5		\$ 245,000	3.900%	3.900%	1.07%	0.042%	8/13/2030
		<b>\$ 5,495,000.00</b>	<b>3.277%</b>	<b>3.277%</b>	<b>24.04%</b>	<b>0.789%</b>	

**UNITED STATES TREASURY BILLS/NOTES (with U.S. BANK)  
As of December 31, 2025**

Security Description	CUSIP	PAR AMOUNT	YTM (Yield to Maturity)	Annualized Rate of Return	Portfolio Weighting	Weighted YTM	MATURITY DATE
U.S. Treasury Note	91282CHU8	\$ 700,000	4.000%	4.000%	3.06%	0.122%	08/15/2026
U.S. Treasury Note	912828YQ7	\$ 267,000	3.960%	3.960%	1.17%	0.046%	10/31/2026
U.S. Treasury Bill	91282CCLY5	\$ 250,000	4.230%	4.230%	1.09%	0.046%	11/30/2026
U.S. Treasury Note	91282CFB2	\$ 1,000,000	3.920%	3.920%	4.37%	0.171%	07/31/2027
U.S. Treasury Note	91282CFH9	\$ 1,000,000	3.930%	3.930%	4.37%	0.172%	08/31/2027
U.S. Treasury Note	91282CLQ2	\$ 500,000	3.930%	3.930%	2.19%	0.086%	10/15/2027
U.S. Treasury Note	91282CHK0	\$ 1,000,000	3.790%	3.790%	4.37%	0.166%	06/30/2028
U.S. Treasury Note	91282CHQ7	\$ 1,000,000	3.790%	3.790%	4.37%	0.166%	07/31/2028
U.S. Treasury Note	91282CHX2	\$ 800,000	3.790%	3.790%	3.50%	0.133%	08/31/2028
U.S. Treasury Note	91282CCY5	\$ 1,000,000	3.790%	3.790%	4.37%	0.166%	09/30/2028
U.S. Treasury Note	91282CDF5	\$ 250,000	3.840%	3.840%	1.09%	0.042%	10/31/2028
U.S. Treasury Note	91282CEV9	\$ 1,000,000	3.810%	3.810%	4.37%	0.167%	06/30/2029
U.S. Treasury Note	91282CFC0	\$ 1,000,000	3.810%	3.810%	4.37%	0.167%	07/31/2029
U.S. Treasury Note	91282CLK5	\$ 1,000,000	3.810%	3.810%	4.37%	0.167%	08/31/2029
U.S. Treasury Note	91282CLN9	\$ 1,000,000	3.820%	3.820%	4.37%	0.167%	09/30/2029
U.S. Treasury Note	91282CFT3	\$ 500,000	3.830%	3.830%	2.19%	0.084%	10/31/2029
		<b>\$ 12,267,000.00</b>	<b>3.878%</b>	<b>3.878%</b>	<b>53.66%</b>	<b>2.067%</b>	

**GOVERNMENT AGENCIES (with U.S. BANK)  
As of December 31, 2025**

Security Description	CUSIP	PAR AMOUNT	YTM (Yield to Maturity)	Annualized Rate of Return	Portfolio Weighting	Weighted YTM	MATURITY DATE
FEDERAL FARM CREDIT BKS 4.37E 3133EPPE9		\$ 752,000	3.931%	3.931%	3.29%	0.129%	7/6/2026
FEDERAL FARM CREDIT BKS 0.60E 3133EL4F8		\$ 300,000	3.910%	3.910%	1.31%	0.051%	8/18/2026
FAMCA	31424WWW0	\$ 752,000	4.000%	4.000%	3.29%	0.132%	9/13/2027
FED FARM CREDIT 3133ETKQ9	3133ETKQ9	\$ 250,000	3.780%	3.780%	1.09%	0.041%	6/10/2030
Federal Agri Mtg Corp M T N - 31424 31424WH39		\$ 1,000,000	3.900%	3.900%	4.37%	0.171%	7/3/2030
Federal Agri Mtg Corp M T N - 31424 31424WP89		\$ 500,000	3.770%	3.770%	2.19%	0.082%	8/13/2030
		<b>\$ 3,554,000.00</b>	<b>3.882%</b>	<b>3.882%</b>	<b>15.55%</b>	<b>0.607%</b>	

**MEDIUM-TERM NOTES/CORPORATE NOTES (with U.S. BANK)  
As of December 31, 2025**

Security Description	CUSIP	PAR AMOUNT	YTM (Yield to Maturity)	Annualized Rate of Return	Portfolio Weighting	Weighted YTM	MATURITY DATE
Target Corporation - 87612EBK1	87612EBK1	\$ 1,050,000	3.950%	3.950%	4.59%	0.181%	9/15/2030
Chevron USA Inc Sr Glbl Nt - 166756 166756BJ4		\$ 495,000	3.900%	3.900%	2.17%	0.084%	10/15/2030
		<b>\$ 1,545,000.00</b>	<b>3.925%</b>	<b>3.925%</b>	<b>6.76%</b>	<b>0.266%</b>	

PAR
<b>Grand Total</b>
<b>\$ 22,861,000</b>

Portfolio Weighting
<b>Grand Total</b>
<b>100.00%</b>

Weighted YTM
<b>Grand Total</b>
<b>3.73%</b>



# City of Del Mar Agenda Report

TO: City Councilmembers

FROM: Mayor Tracy Martinez and Councilmember Terry Gaasterland  
City Council Human Resources Subcommittee

DATE: February 3, 2026

SUBJECT: Recommended Compensation Adjustment Related to the City Manager's  
Performance Evaluation and Second Amendment to Employment Contract

## REQUESTED ACTION/RECOMMENDATION:

The City Council Human Resources Subcommittee recommends the City Council: 1) Adopt the Resolution (Attachment A) approving changes to the City Manager's compensation retroactively effective to December 13, 2025, and updating the Management and Professional Compensation Plan to reflect those changes (Exhibit A to Attachment A); and 2) Approve the Second Amendment to the City Manager's Employment Agreement (Attachment B) increasing City deferred compensation contributions and life insurance benefit.

## BACKGROUND:

The City Council began the annual City Manager evaluation process in December 2025. As part of the process, the City Council met as a group during closed session to review and discuss the City Manager's performance for the period December 13, 2024, through December 13, 2025.

## DISCUSSION/ANALYSIS:

Through this collaborative effort, the City Council concluded that the City Manager's overall performance was highly favorable and met the City Council's expectations.

Below are some examples of the City Manager's significant accomplishments during the evaluation period:

- Through a comprehensive process that was directed by Council and facilitated by staff, the City Council adopted updates to the Trees, Scenic Views, and Sunlight Ordinance on December 17, 2025.
- Coordinated the City's engagement on the LOSSAN Rail Realignment, including active participation in SANDAG's Value Analysis to advocate for reduced impacts to Del Mar and preparation of Council-approved comments on SANDAG's Notice of Preparation.
- Achieved significant progress on several important capital improvement projects for the City including the Utility Undergrounding District Stratford Court South (UUD 1A) and Crest Canyon (UUD X1A).
- Advanced the Fairgrounds Exclusive Negotiating Rights Agreement (ENRA) by utilizing \$1.5 million in HAP grant funding to complete comprehensive feasibility, environmental, infrastructure, financial, and design analyses for affordable housing and executing a First

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## City Council Action:

Amendment to extend the ENRA through April 2027 to align with the Fairground's master site planning efforts.

- Maintained a balanced Operating and Capital Budget for Fiscal Year (FY) 2025-2026.
- Continued to build strong working relationships with staff; the City Council; leadership at outside agencies such as the San Diego Association of Governments, North County Transit District, and California Coastal Commission, as well as city leaders throughout the County; and most importantly the Del Mar community.

As part of the standard annual evaluation process, Human Resources staff conducted a market analysis of city manager salaries across the San Diego region. Based on the results of this research, the City of Del Mar City Manager's pay is approximately 11.70% below the regional median.

Additionally, the City Manager's employment agreement provides that upon satisfactory performance, the City Manager shall receive a compensation adjustment up to 5% based on Customer Price Index (CPI) and performance.

The San Diego Area Consumer Price Index (CPI) from January 2024-January 2025 was 3.8%. Based on the City Manager's highly favorable performance, review of regional compensation for city managers, and CPI data over the past year, the Human Resources subcommittee recommends a 5% base salary increase (3% COLA and 2% performance) for the City Manager retroactively effective December 13, 2025, as required by the City Manager's employment agreement.

Additionally, based on a regional comparison of City Manager benefits, the HR Subcommittee recommends an increase in the City's contribution to the City Manager's deferred compensation plan from \$17,500 to \$24,500 annually and increase to the City paid life insurance policy from \$300,000 to \$560,000, which has a nominal impact on premium costs. To implement the increase to deferred contribution and life insurance benefits, an amendment to the City Manager's employment agreement (Attachment B) is necessary.

FISCAL IMPACT:

Approval of this item will have an \$11,500 fiscal impact to the FY 2025-2026 Operating Budget. However, there is no fiscal action to be taken by the City Council related to this agenda item as sufficient funds are available in the current fiscal year budget.

ATTACHMENTS:

- Attachment A – Resolution Authorizing Compensation Adjustment for City Manager  
Exhibit A to Attachment A – Amended Management, Professional, Confidential Salary Schedule
- Attachment B- Second Amendment to the City Manager Employment Agreement

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING COMPENSATION ADJUSTMENT FOR ASHLEY JONES AS CITY MANAGER FOR THE CITY OF DEL MAR AND ADOPTING THE AMENDED MANAGEMENT AND PROFESSIONAL COMPENSATION PLAN

WHEREAS, on December 13, 2021, the City, by and through its City Council, appointed Ashley Jones (“City Manager”) to serve as City Manager for the City of Del Mar and entered into an agreement with City Manager for such services (the “Agreement”); and

WHEREAS, on February 20, 2024, the City, by and through its City Council, approved a First Amendment to the Agreement; and

WHEREAS, the Agreement requires that at least annually the City Council conduct an evaluation of the City Manager’s performance; and

WHEREAS, the Agreement requires that upon satisfactory performance, the City Council shall adjust the City Manager’s compensation annually, based upon regional salary data and the San Diego Regional Consumer Price Index (CPI) in the amount generally not less than 3% nor more than 5%; and

WHEREAS, through the performance evaluation process, which began in December 2025, the City Council determined that the City Manager’s overall performance for the period December 13, 2024, through December 13, 2025, was highly favorable and met the City Council’s expectations.

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

Section 1: The City Council of the City of Del Mar hereby approves a 5% compensation adjustment to the City Manager’s current base salary, effective December 13, 2025, as provided for in Section 7.C of the employment Agreement.

Section 2: The City Council adopts the amended Management and Professional Compensation Plan as shown in Exhibit A to this resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held the 3rd of February 2026.

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Tracy Martinez, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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Leslie E. Devaney, City Attorney  
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF DEL MAR

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution 2026-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 3rd of February 2026 by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

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

**EFFECTIVE JULY 1, 2025**

<b>POSITION TITLE</b>	<b>RANGE</b>	<b>ANNUAL SALARY</b>	
<b>City Manager*</b>	<b>M500</b>	Contract	280,740.60
<b>Assistant City Manager</b>	<b>M900</b>	185,259.94 -	225,184.62
<b>Department Directors</b>	<b>M850</b>	165,410.66 -	201,057.69
<b>Principal Engineer</b>	<b>M810</b>	137,468.60 -	167,093.94
<b>Deputy Directors/Managers</b>	<b>M800</b>	129,687.37 -	157,635.80
<b>Finance Officer</b>	<b>M780</b>	118,637.32 -	144,204.40
<b>Information Technology Manager II</b>	<b>P287</b>	116,065.60 -	141,078.46
<b>Public Works Operations Manager II</b>	<b>P287</b>	116,065.60 -	141,078.46
<b>Facilities Manager II</b>	<b>P287</b>	116,065.60 -	141,078.46
<b>Information Technology Manager I</b>	<b>P274</b>	101,982.51 -	123,960.38
<b>Senior Management Analyst</b>	<b>P274</b>	101,982.51 -	123,960.38
<b>Senior Planner</b>	<b>P274</b>	101,982.51 -	123,960.38
<b>Public Works Operations Manager I</b>	<b>P274</b>	101,982.51 -	123,960.38
<b>Facilities Manager I</b>	<b>P274</b>	101,982.51 -	123,960.38
<b>Associate Management Analyst</b>	<b>P259</b>	87,842.58 -	106,773.20
<b>Associate Planner</b>	<b>P259</b>	87,842.58 -	106,773.20
<b>Parking and Community Enforcement Lieutenant</b>	<b>P259</b>	87,842.58 -	106,773.20
<b>Accountant II</b>	<b>P259</b>	87,842.58 -	106,773.20
<b>Lifeguard Sergeant</b>	<b>P255</b>	78,700.92 -	95,661.46
<b>Management Analyst</b>	<b>P244</b>	75,663.17 -	91,969.05
<b>Assistant Planner II</b>	<b>P244</b>	75,663.17 -	91,969.05
<b>Accountant I</b>	<b>P244</b>	75,663.17 -	91,969.05
<b>Assistant Management Analyst</b>	<b>P233</b>	67,818.69 -	82,434.04
<b>Assistant Planner I</b>	<b>P229</b>	65,172.41 -	79,217.48

\* Amended on 2/3/2026 by Resolution 2026-xx

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

EFFECTIVE JULY 1, 2025

POSITION TITLE	Grade	A	B	C	D	E
<b>Assistant City Manager</b>	<b>M900</b>					
-Hourly		89.0673	93.5206	98.1967	103.1065	108.2618
-Bi-Weekly		7,125.38	7,481.65	7,855.73	8,248.52	8,660.95
-Monthly		15,438.33	16,210.24	17,020.76	17,871.79	18,765.38
-Annual		185,259.94	194,522.94	204,249.08	214,461.54	225,184.62
<b>Department Directors*</b>	<b>M850</b>					
-Hourly		79.5244	83.5006	87.6756	92.0594	96.6624
-Bi-Weekly		6,361.95	6,680.05	7,014.05	7,364.75	7,732.99
-Monthly		13,784.22	14,473.43	15,197.10	15,956.96	16,754.81
-Annual		165,410.66	173,681.19	182,365.25	191,483.51	201,057.69
<b>Principal Engineer *</b>	<b>M810</b>					
-Hourly		66.0907	69.3952	72.8650	76.5082	80.3336
-Bi-Weekly		5,287.25	5,551.62	5,829.20	6,120.66	6,426.69
-Monthly		11,455.72	12,028.50	12,629.93	13,261.42	13,924.50
-Annual		137,468.60	144,342.03	151,559.13	159,137.09	167,093.94
<b>Deputy Directors/Managers**</b>	<b>M800</b>					
-Hourly		62.3497	65.4672	68.7405	72.1776	75.7864
-Bi-Weekly		4,987.98	5,237.37	5,499.24	5,774.21	6,062.92
-Monthly		10,807.28	11,347.64	11,915.03	12,510.78	13,136.32
-Annual		129,687.37	136,171.73	142,980.32	150,129.34	157,635.80
<b>Finance Officer</b>	<b>M780</b>					
-Hourly		57.0372	59.8890	62.8835	66.0277	69.3290
-Bi-Weekly		4,562.97	4,791.12	5,030.68	5,282.21	5,546.32
-Monthly		9,886.44	10,380.77	10,899.80	11,444.79	12,017.03
-Annual		118,637.32	124,569.18	130,797.64	137,337.52	144,204.40
<b>Information Technology Manager II</b>	<b>P287</b>					
<b>Public Works Operations Manager II</b>						
<b>Facilities Manager II</b>						
-Hourly		55.8008	58.5908	61.5203	64.5964	67.8262
-Bi-Weekly		4,464.06	4,687.26	4,921.63	5,167.71	5,426.09
-Monthly		9,672.13	10,155.74	10,663.53	11,196.70	11,756.54
-Annual		116,065.60	121,868.88	127,962.32	134,360.44	141,078.46
<b>Information Technology Manager I</b>	<b>P274</b>					
<b>Senior Management Analyst</b>						
<b>Senior Planner</b>						
<b>Public Works Operations Manager I</b>						
<b>Facilities Manager I</b>						
-Hourly		49.0301	51.4816	54.0556	56.7584	59.5963
-Bi-Weekly		3,922.40	4,118.52	4,324.45	4,540.67	4,767.71
-Monthly		8,498.54	8,923.47	9,369.64	9,838.13	10,330.03
-Annual		101,982.51	107,081.63	112,435.72	118,057.50	123,960.38

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

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

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

EFFECTIVE JULY 1, 2025

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

**SECOND AMENDMENT TO AGREEMENT EMPLOYING ASHLEY JONES  
AS THE CITY MANAGER FOR THE CITY OF DEL MAR**

THIS SECOND AMENDMENT to the Employment Agreement (Second Amendment) is made and entered into effective the 3rd day of February 2026, by and between the City of Del Mar, a Charter City and municipal corporation (“City”), and Ashley Jones (“Manager”) (collectively “Parties”).

**RECITALS**

WHEREAS, on December 13, 2021, the City and Manager entered into an Employment Agreement (Agreement) to serve as City Manager for the City, by which the City and Manager established the terms and conditions of employment for a five-year period continuing until December 13, 2026; and

WHEREAS, on February 20, 2024, the City and Manager entered into a First Amendment to the Agreement to extend the term of the agreement to December 13, 2030, and increase deferred compensation contributions; and

WHEREAS, the Parties now desire to increase the City’ deferred compensation contribution under Section 8 of the Agreement to be more aligned with deferred compensation benefits being provided to other city managers in the region; and

WHEREAS, the Parties now desire to increase the City provided life insurance policy under Section 11 of the Agreement.

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

Section 1. Section 8 of the Agreement is amended as follows:

**8. DEFERRED COMPENSATION**

City will make, in equal proportionate amounts each pay period, an annual contribution of Twenty-Four Thousand and Five Hundred Dollars (\$24,500) into one of the City’s qualified Deferred Compensation Plans. Amounts contributed under this section shall be to the benefit of the Manager in accordance with the Deferred Compensation Participation Plan Agreement.

Section 2. Section 11 of the Agreement is amended as follows:

**11. LIFE INSURANCE**

The City agrees to provide a supplemental term life insurance benefit in the face amount of Five Hundred and Sixty Thousand Dollars (\$560,000). City reserves the right to provide supplemental

insurance in a lesser amount if Manger's medical review results in higher cost insurance. Manager shall also be entitled to participate in any group life or disability insurance programs approved by the City Council for all employees.

Section 3. Except as otherwise provided in this Second Amendment, all terms and conditions, and attachments and exhibits thereto, of the First Amendment and Agreement shall remain in full force and effect.

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

CITY OF DEL MAR,  
a municipal corporation

MANAGER

By: \_\_\_\_\_  
Tracy Martinez, Mayor

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

ATTEST:

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

APPROVED AS TO FORM:

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



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: February 3, 2026

SUBJECT: Establishment of Short-Term Rental (STR) Permit Application Period

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council adopt a Resolution to set clear timing for the Short-Term Rental (STR) permit application and implementation process in anticipation of pending action by the California Coastal Commission (CCC) (Attachment A).

## BACKGROUND:

After a multi-year process, the City Council adopted the STR Ordinance/Local Coastal Program Amendment (LCPA) on September 23, 2024, with the intent to accommodate STRs operating prior to the adoption of STR Ordinance 1010 (Attachment B). Because the Ordinance includes an LCPA, CCC certification is required before it can take effect and the City can fully implement its STR program which includes permitting, activity monitoring, public facing code complaint and STR operator contact portals, enforcement activities, and a Transient Occupancy Tax (TOT) remittance and collection platform. Implementation is planned to begin shortly after final CCC certification.

The City's STR Ordinance/LCPA is scheduled for CCC consideration on February 5, 2026. Members of the public can review the agenda report and submit a speaker slip or correspondence to the CCC for Agenda Item Th16E through their website linked here: <https://www.coastal.ca.gov/meetings/agenda/#/2026/2>. CCC staff is recommending approval of the City's STR Ordinance without modifications, which may be approved or the CCC could require modifications to the Ordinance resulting in additional City processing. Depending on the CCC determination, final certification of the Ordinance could occur as early as February 5, or in the coming months depending on timing for consideration and approval of any CCC required modifications.

## DISCUSSION/ANALYSIS:

Given the potential variability in the Ordinance effective date based on CCC action, staff recommends the City Council adopt a Resolution (Attachment A) establishing a clear STR permit application period from March 2, 2026, to May 1, 2026, as further explained below.

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## City Council Action:

### **Existing STR Operator Registry**

A key component to the adopted regulations is accommodation of STR operations that existed prior to Ordinance adoption. As such, the City conducted a pre-registration process from September 2023 to December 31, 2024, where existing STR operators provided documentation (i.e., rental agreements, advertisements, tax returns, etc.) to demonstrate existing STR use. City staff then reviewed and verified registry submissions to determine their qualification as existing STRs in operation prior to Ordinance adoption. This process was completed in June 2025. Of the 163 registry submissions to the City, 150 were determined to qualify as eligible STRs based on the objective criteria for eligibility stated in the STR Ordinance.

### **STR Permit Application Process**

As a next step in the process for existing STR operators, as deemed qualified through the registry process, they must submit an STR permit application and pay the applicable fee within 60 days following the effective date of the Ordinance (based on CCC certification date). To accomplish this and provide for a smooth and well-executed permit issuance process, staff is proposing to establish via City Resolution (Attachment A) a defined permit application period beginning on March 2, 2026, and ending May 1, 2026.

As part of this process, applicants will be required to submit additional documentation for review, in accordance with the STR Ordinance, and pay an STR permit fee once the application is approved. City staff will bring a recommended STR permit fee to the City Council for consideration on February 17, 2026.

Applications for “new STRs” will not be able to be processed until there is capacity under the maximum cap of 129 STRs specified in the STR regulations. For those interested in applying for a permit to operate a new STR, additional details (i.e., how to be added to the waitlist) will be provided with the implementation roll-out planned for March 2026.

### **Update on STR Program Implementation**

On October 20, 2025, the City Council approved an agreement with Deckard Technologies Inc. for implementation of the new STR permit process and regulations. Deckard’s software, Rentalscape, offers a comprehensive solution for short-term rental compliance, monitoring, and enforcement. The platform includes permit application processing, ongoing monitoring of STR listings within the City, TOT remittance portal, public facing STR portal, documentation to support code compliance actions when needed, 24/7 Complaint Hotline, and online complaint portal to ensure timely response to community concerns. Staff has been coordinating with the consultant on implementation details in anticipation of a “go live” implementation process in March 2026.

### **FISCAL IMPACT:**

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

ENVIRONMENTAL IMPACT:

The requested action is not a project and is exempt from environmental review.

HOUSING IMPACT:

There is no impact to housing for this agenda item.

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 Establish the STR Permit Application Period  
Attachment B– STR Ordinance 1010

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SET TIMING FOR SHORT-TERM RENTALS (STR) PERMIT PROCESS TO FOLLOW COASTAL COMMISSION CERTIFICATION OF THE CITY'S STR ORDINANCE/LOCAL COASTAL PROGRAM AMENDMENT

WHEREAS, on September 23, 2024, the Del Mar City Council adopted the STR Ordinance/Local Coastal Program Amendment (Ordinance No. 1010) after concluding a multi-year public process; and

WHEREAS, on October 22, 2024, the City submitted the Local Coastal Program Amendment to the California Coastal Commission, which was filed as complete on March 25, 2025; and

WHEREAS, Ordinance 1010 Section 30.90.040(B) and uncodified Section Four provide the ability to accommodate existing STR owners if they meet the requirements to timely register with the City by December 31, 2024, and where the existing STR owner timely applies for a STR permit within sixty (60) days of the effective date of the Ordinance; and

WHEREAS, the effective date of the STR Ordinance will be the date the California Coastal Commission grants final certification of the City's adopted STR regulations; and

WHEREAS, on October 20, 2025, the City Council approved an agreement with Deckard Technologies, Inc. for implementation of the City's new STR Regulations once they take effect with a target to "go live" in March 2026; and

WHEREAS, on February 5, 2026, the California Coastal Commission will hold a public hearing to consider certification approval of the City's adopted STR Ordinance No. 1010; and

WHEREAS, on February 17, 2026, a City Council hearing will be held to adopt a STR Permit fee; and

WHEREAS, to facilitate a smooth and well-executed STR permitting process, and provide sufficient time for outreach with STR operators, the City wishes to establish a defined STR permit application period.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California, that the City Council hereby establishes a STR permit application period starting March 2, 2026, and ending May 1, 2026.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 3rd day of February, 2026.

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Tracy Martinez, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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Leslie E. Devaney, City Attorney  
City of Del Mar

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

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2026-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 3rd day of February, 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

## ORDINANCE NO. 1010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING THE DEL MAR MUNICIPAL CODE (TITLE 30 ZONING CODE) TO ESTABLISH A NEW CHAPTER 30.96 SHORT TERM RENTAL REGULATIONS; AND AMENDING THE CITY'S CERTIFIED LOCAL COASTAL PROGRAM ALL RELATING TO THE ESTABLISHMENT OF SHORT-TERM RENTAL REGULATIONS AND PERMIT REQUIREMENTS AND IMPLEMENTATION OF THE 6<sup>TH</sup> CYCLE HOUSING ELEMENT PROGRAM 5C (PRESERVE THE CITY'S EXISTING HOUSING STOCK)

WHEREAS, the term short-term rental (STR) means the rental of a dwelling unit, or any portion thereof, for dwelling, lodging, or sleeping purposes, for a period of thirty (30) consecutive calendar days or less, unless otherwise exempted as a rental for a term of at least one month or longer; and

WHEREAS, the purpose of this Ordinance is to create a new Del Mar Municipal Code Chapter 30.96 to establish short term rental regulations that provide a permitting process and reasonable standards regulating the use and operation of STRs with the intent to preserve long term housing; and

WHEREAS, preparation of the STR Regulations Ordinance has been a multi-year process, which has involved studies and consideration of how the availability of dwelling units in the community for short-term visitor use can supplement the availability of visitor accommodations and support visitor-serving uses without sacrificing the City's need to maintain its long-term housing stock; and

WHEREAS, the State legislature declared that "Housing is a statewide concern", that California faces a housing crisis, and that local jurisdictions are mandated to comply with applicable State housing laws; and

WHEREAS, the City of Del Mar Community Plan is the General Plan for the City of Del Mar and has an overall goal to "preserve and enhance the special character of Del Mar," this includes maintaining the "village-like community of substantially single family residential character, a picturesque and rugged site, and a beautiful beach" as well as preserving and enhancing "Del Mar's special residential character and small town atmosphere with its harmonious blending of buildings and landscape in proximity to a beautiful shoreline"; and

WHEREAS, the City's certified Housing Element is one of many required components that is part of the Del Mar Community Plan consistent with State laws applicable to General Plans; and

WHEREAS, the certified Housing Element identifies programs and resources required for the preservation, improvement, and production of housing to meet the existing and projected needs of its population which requires the creation of additional affordable housing stock; and

WHEREAS, the proposed amendments to the Del Mar Municipal Code and Local Coastal Program (LCP) are required to implement the City's 6<sup>th</sup> Cycle Housing Element commitments identified in Program 5C (Preserve the City's Existing Housing Stock); and

WHEREAS, the City of Del Mar is located entirely within the "Coastal Zone" boundary and is therefore subject to compliance with the California Coastal Act, including the required submittal of all amendments to the City's certified LCP land use policies and zoning regulations for certification by the California Coastal Commission consistent with the Coastal Act; and

WHEREAS, City staff engaged in a multi-year public outreach process to encourage public participation for the formulation of guiding principles and objectives, draft regulations, and this Ordinance, which included articles posted on the City's website, multiple announcements made in the City's weekly updates, and multiple announcements made during public meetings including the Planning Commission and City Council meetings; and

WHEREAS, on September 5, 2023, the City Council provided direction to staff to establish a database of existing STRs in operation within the last ten (10) years to inform the City of a reasonable baseline to use for future City Council determinations of the number of existing STRs to be accommodated; and

WHEREAS, an online registry was established on the City of Del Mar website and beginning September 8, 2023, multiple newsflash articles were published and distributed in the City's weekly update and in all Agenda Reports to the City Council and Planning Commission relating to short term rentals from that date to the present to encourage existing STR owners seeking to continue their existing operations to add their properties to the database; and

WHEREAS, on January 22, 2024, the City Council provided policy direction to accommodate existing STRs under the new STR regulations where the existing STR owners timely register with the City and obtain a STR Permit to allow their existing STR operations to exist subject to compliance with the STR regulations, as applicable, until the property changes ownership, the STR Permit is not renewed, or the permit is revoked for non-compliance; and

WHEREAS, this STR Ordinance will accommodate existing STR owners operating in the City of Del Mar prior to adoption of the Ordinance where the owner timely registers the existing STR with the City by December 31, 2024;

WHEREAS, STR Permit applications for existing STRs must be submitted within sixty (60) days of the effective date of the Ordinance which will be the date the Coastal Commission grants final certification of the Ordinance; and

WHEREAS, the Notice of Availability and Notice of Planning Commission public hearing for the Amendments to the Community Plan, Zoning Ordinance, and LCP was posted in the Coast News on July 26, 2024, and individual mailed notices were sent to all interested parties who participated by submitting written correspondence, requested notification, and/or submitted speaker slips on the topic of short term rentals in the public

meetings of the Planning Commission and City Council held between January 2023 through September 2024; and

WHEREAS, on August 13, 2024, the Planning Commission recommended approval of the CEQA determination and recommended the City Council adopt the amendments and modify the definition of short-term rentals to define STRs as less than one month and define what that means; and

WHEREAS, on August 23, 2024, the notice of City Council public hearing was published in the San Diego Union Tribune and mailed notices were sent to all interested parties including those who participated through the Planning Commission hearing on August 13, 2024; and

WHEREAS, as part of Item 17 on the August 26, 2024, City Council meeting, the City Council reviewed options for definitions of short-term rental, long-term rental, and exemptions for monthly rentals, and the Council expressed a desire to exempt rentals for a month from the STR regulations and the requirement to collect and remit Transient Occupancy Tax (TOT); and

WHEREAS, on September 9, 2024, the City Council held a duly noticed public hearing for introduction of the Ordinance; and

WHEREAS, as introduced by the City Council on September 9, 2024, modifications were made to the Ordinance relating to the topics of the citywide cap (Section 30.96.050(B)), exemption of rentals for one month from the STR regulations (Section 30.96.025(A)(2)(a)), and STR operator self-certification of compliance with life safety requirements (30.96.040(E)(5) and deletion of 30.06.070(F)(3)), as shown in the findings under Section Two, below; and

WHEREAS, adoption of this Ordinance will amend the Del Mar Municipal Code Title 30 (Zoning) and certified Local Coastal Program to establish short term rental regulations in a new Del Mar Municipal Code Chapter 30.96 and implement the 6th Cycle Housing Element Program 5C commitment for preservation of existing stock which is consistent with the California Coastal Commission policy guidance to limit new short term rentals to primary residences.

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

**SECTION ONE:** The above stated Recitals are true and correct and are incorporated by reference into this action.

**SECTION TWO:** That a new Chapter 30.96 be added to the Del Mar Municipal Code and the City's Local Coastal Program as follows:

**Chapter 30.96 – Short-Term Rentals**

**30.96.010 – Purpose**

The purpose of this Chapter is to provide a permitting process and reasonable standards regulating the use and operation of Short-Term Rentals (STRs) for visitor lodging involving timeframes of thirty (30) consecutive days or less, with the intent to maintain long-term housing stock in the City of Del Mar; honor the existing policies in the Del Mar Community Plan; maintain the residential character of neighborhoods in residential zones; honor the tradition of vacation rentals during the summer, holiday, and horse-racing seasons; ensure protection of the public health, safety, and general welfare; ensure the City's natural resources will be preserved and protected; ensure STRs will not overburden public improvements, facilities, and services; minimize adverse impacts to adjacent private properties and the surrounding neighborhood; establish distribution and concentration of STRs throughout the community; establish enforcement protocols; and ensure the regulation of STRs is, at a minimum, revenue-neutral to the City. For purposes of this Chapter, long-term rentals (including rentals for a fixed-term or periodic tenancy and rentals for a month), and home exchanges are exempt from compliance with the provisions of this Chapter.

### **30.96.020 – Definitions**

For purposes of Chapter 30.96, the following definitions shall apply:

*Accessory Dwelling Unit (ADU)* shall have the same meaning as in Section 30.04.010(C) of this Municipal Code.

*Bedroom* shall be defined as an enclosed space within a dwelling unit that is designed for or could be used for sleeping and has or is designed to have a door permitting complete closure and separation from the kitchen, living room, and hallway areas.

*Designated Local Contact Person* means the person designated by the Owner to be available twenty-four (24) hours per day, seven (7) days per week, for the purpose of responding within thirty (30) minutes to complaints regarding the condition, operation, and/or conduct of occupants and guests of the STR, and taking remedial action to resolve any such complaints.

*Existing Short-Term Rental (Existing STR)* means a STR operating in the City prior to adoption of the City's STR Ordinance where the Owner timely registered the STR with the City as of the date stated in the Ordinance. A STR shall cease to be protected as an Existing STR upon any of the following: the transfer of ownership of the STR property, the STR Permit is not maintained in good standing, including a STR Permit that is not timely renewed prior to the permit expiration date, or the STR Permit is revoked due to non-compliance with any provision of this Chapter. A change in title that is processed in accordance with Section 30.96.030(G) shall not be considered a transfer of ownership that would terminate rights to an Existing STR. Unless otherwise expressly stated herein, an Existing STR is subject to all applicable provisions of this Chapter.

*Home Exchange* means an agreement between parties for exclusive use of each other's homes for dwelling, lodging, or sleeping purposes, for a set period of time,

with no monetary exchange or other consideration exchanged between the parties.

*Long-Term Rental* means the rental of a dwelling unit, or any portion thereof, for dwelling, lodging, or sleeping purposes, subject to a rental agreement, for (i) a fixed-term (e.g., annual) or periodic tenancy (e.g., month-to-month), with a total rental period of more than thirty (30) consecutive calendar days; or (ii) a rental for a month as described in Section 30.96.025 of this Chapter.

*Owner* means the natural person(s) who is/are the owner(s) of record of the dwelling unit, at least one of whom occupies the dwelling unit at which the STR will operate as their Primary Residence, unless identified as an Existing STR by the City. All owner(s) of record of the dwelling unit are required to sign the STR Permit application and shall be held jointly and severally liable for any violation(s) of this Chapter. For purposes of this Chapter, "Owner" may also include:

(i) A personal trust or family trust whose beneficiaries consist solely of natural persons and the trustee(s) of such trust, so long as at least one beneficiary or trustee of the trust occupies the dwelling unit at which the STR will operate as their Primary Residence. If the dwelling unit is held in a personal or family trust, each trustee must sign the STR Permit application, and shall be held jointly and severally liable for any violation(s) of this Chapter; and

(ii) A limited liability company (LLC), limited partnership (LP), or limited liability partnership (LLP) owned by natural persons (not business entities), so long as at least one manager/member occupies the dwelling unit at which the STR will operate as their Primary Residence. Each manager/member of the LLC, LP, or LLP must sign the STR Permit application, and shall be held jointly and severally liable for any violation(s) of this Chapter.

Unless identified as an Existing STR by the City, the term "Owner" does not include a dwelling unit that is fully or partially owned as a timeshare, a business trust, corporation, general partnership, or any other business entity other than a LLC, LP, or LLP.

*Primary Residence* means a dwelling unit owned and occupied as the Owner's principal place of residence, where the Owner lives more than six (6) months per year. For purposes of this Chapter, an Owner can only have one Primary Residence at any given time.

*Short-Term Rental (STR)* means, unless otherwise exempt under Section 30.96.025 of this Chapter, the rental of a dwelling unit, or any portion thereof, for dwelling, lodging, or sleeping purposes, for a period of thirty (30) consecutive calendar days or less. For purposes of this Chapter, Home Exchanges and Long-Term Rentals (each defined by this Chapter) are not considered STRs, and are expressly exempt from the requirements of this Chapter under Section 30.96.025.

**30.96.025 – Exemptions**

- A. The following uses are exempt from the provisions of this Chapter:
  - 1. Home Exchanges, as that term is defined in Section 30.96.020; and
  - 2. Long-Term Rentals, as that term is defined in Section 30.96.020, to include (i) rentals for a fixed-term (e.g., annual) or periodic tenancy (e.g., month-to-month) totaling more than thirty (30) consecutive calendar days; and (ii) rentals for a month, as described below.

For purposes of this Section, a “rental for a month” must meet all of the following requirements to be considered exempt from the provisions of this Chapter:

- a. The rental of the dwelling unit, or portion thereof, is rented for a month. This includes a rental period that starts at the beginning of a calendar month and goes through the end of the same calendar month, or a rental period that starts on a certain day within the calendar month and goes through the prior day of the subsequent calendar month;
- b. The rental of the dwelling unit, or portion thereof, is reserved to the same renter for the entire rental period of a month; and
- c. Should the renter leave the dwelling unit, or the rented portion thereof, prior to the expiration of the monthly rental period, then the dwelling unit, or the rented portion thereof, shall not be re-rented for a new rental period prior to the expiration of the monthly rental period. If the dwelling unit, or the rented portion thereof, is re-rented prior to the expiration of the monthly rental period, then the rental of the dwelling unit, or the rented portion thereof, is no longer exempt from the provisions of this Chapter and becomes subject to compliance with the requirements of this Chapter.

An Owner may choose to rent their dwelling unit, or portion thereof, both as a STR subject to compliance with this Chapter, and as a Long-Term Rental exempt from the provisions of this Chapter, so long as the Owner applies for and obtains a valid and current STR Permit issued by the City in accordance with the terms of this Chapter. During those rental periods in which the dwelling unit, or portion thereof, is rented as a STR and is not considered exempt under this Section, the Owner shall be subject to all requirements of this Chapter, including the requirement to collect and remit Transient Occupancy Tax to the City.

- B. In addition to an exemption from the provisions of this Chapter, the above uses under (A)(1) and (A)(2) of this Section are further exempt from the requirement to collect and remit Transient Occupancy Tax to the City in accordance with Chapter 3.12 of this Municipal Code.

### **30.96.030 – When a Short-Term Rental Permit is Required**

- A. Any person or entity operating a STR in the City of Del Mar must have a valid STR Permit issued by the City pursuant to Section 30.96.050 of this Chapter. Notwithstanding Section 30.96.060(A) and (B), the following properties have existing entitlements for visitor accommodations that are subject to the requirement to collect and remit Transient Occupancy Tax under Chapter 3.12 of this Municipal Code, but are not subject to the requirement to obtain a STR Permit pursuant to this Chapter:
1. Hotels in the Visitor Commercial Zone including the Best Western Premier (720 Camino del Mar), Del Mar Beach Hotel (1702 Coast Boulevard), Hotel Indigo (710 Camino del Mar), Hotel L'Auberge (1540 Camino del Mar), Les Artistes (944 Camino del Mar), and Secret Garden Inn (1140 Camino del Mar);
  2. L'Auberge Vacation Villas (1570 Camino del Mar) in the Hotel Specific Plan Zone; and
  3. Wavecrest Resort Timeshares (1400 Ocean Avenue) in the R2 Zone.
- B. A STR Permit will only be issued to the Owner of the dwelling unit.
- C. No person shall rent, offer to rent, or advertise a STR without a valid STR Permit.
- D. A STR Permit shall be valid for a period of two (2) years from the date of issuance, and must be timely renewed prior to the STR Permit expiration date every two (2) years thereafter to maintain a valid STR Permit for STR operations.
- E. The subletting of a STR is prohibited. Only an Owner with a valid STR Permit issued by the City is permitted to rent out a dwelling unit or portion thereof as a STR.
- F. A STR Permit shall not be transferred, sold or assigned to any other person or entity. Upon transfer of ownership of a dwelling unit at which an STR operates, the STR Permit shall automatically terminate and no STR may be operated at the dwelling unit until a new STR Permit is issued by the City.
- G. A new STR Permit is not required for changes in title to the dwelling unit resulting from inheritance or where an original Owner under the STR Permit remains an Owner under the new title. In such an event, notice of the change of title shall be provided to the City within thirty (30) days of such transfer.

### **30.96.040 – Application Requirements**

An application for a STR Permit, or renewal thereof, shall be filed on a form provided by the City, shall be signed by the applicant(s) under penalty of perjury, and must include all of the following information, which shall be updated when there is any change to ensure that the City has current information on file at all times relating to the STR:

- A. Legal name, address, telephone number, and email address of each Owner and the address and Assessor's Parcel Number (APN) of the STR.
  - 1. Each Owner of the dwelling unit is required to sign the STR Permit application and acknowledge that (i) all information contained in the STR Permit application is true and correct; (ii) each Owner and the Designated Local Contact Person have reviewed, understand and are familiar with the requirements of this Chapter; (iii) each Owner and the Designated Local Contact Person are responsible for ensuring compliance with this Chapter; (iv) failure to comply with this Chapter and all applicable provisions of the Del Mar Municipal Code may result in suspension and/or revocation of a STR Permit; and (v) each Owner may be held jointly and severally liable for any violation(s) of this Chapter.
  - 2. If the dwelling unit is held in a personal or family trust, the trustee(s) must sign the STR Permit application and must acknowledge the information is true and correct in accordance with Section 30.96.040(A)(1).
  - 3. If the dwelling unit Owner is a LLC, LP, LLP, or other form of business entity operating as an Existing STR, each manager/member of the entity must sign the STR Permit application and must acknowledge the information is true and correct in accordance with Section 30.96.040(A)(1).
  - 4. Each Owner of a STR, or multiple Existing STRs, operating in the City shall disclose the name(s) and contact information for each person holding the legal, equitable, and/or beneficial interest of each of their respective STR ownership properties, as applicable.
  - 5. Except for Existing STRs, documentation that the STR will operate as a Primary Residence shall be demonstrated by providing proof of the Owner's STR address as follows:
    - a. Proof of address on at least two (2) of the following documents:
      - i. Federal and State tax returns
      - ii. Bank account
      - iii. Vehicle registration
      - iv. Driver's license
      - v. Voter registration
      - vi. Employment records
      - vii. Homeowner's tax exemption
    - b. If the Owner is a LLC, LP, LLP, or other form of business entity operating as an Existing STR, the Owner shall demonstrate proof of

address by providing a current Certificate of Status, or similar documentation demonstrating the business entity is active and in good standing with the state of formation.

6. Written consent from the homeowners' association (HOA), if applicable, or acknowledgement that there are no CC&Rs, private covenants, deed restrictions, or any other governing documents that prohibit or limit STR use of the dwelling unit.
- B. Commencing from the effective date of this Ordinance, the Owner of an Existing STR, which meets the definition of an Existing STR as defined in Section 30.96.020 of this Chapter, will be eligible to apply for a STR Permit. The Owner of an Existing STR must submit and have all STR Permit application requirements to the City within sixty (60) days following the effective date of this Chapter to be considered an Existing STR.
  - C. Legal name, address, telephone number, and email address of the Designated Local Contact Person, if different from the Owner, and written consent from the Designated Local Contact Person to act as the responsible person designated by the Owner to be available twenty-four (24) hours a day, seven (7) days a week, for the purpose of responding within thirty (30) minutes to complaints regarding the condition, operation, and/or conduct of occupants and guests of the STR and taking remedial action to resolve any such complaints.
  - D. Owner shall provide a Deed or Title Report for the STR property to confirm ownership interest in the property.
  - E. STR Rental Agreement and Site-Specific Details.
    1. Owner shall provide a copy of their standard STR rental agreement, which shall, at a minimum, include the following information: STR Permit number, STR address and information regarding the maximum STR occupancy, parking capacity, noise restrictions, trash, organics, and recycling disposal requirements, and rules and regulations that will be distributed to STR occupants and acknowledgment of receipt and review of the City's Good Neighbor Policy.
    2. Site plan and/or photos showing the number and location of designated off-street parking spaces for the exclusive use of the STR.
    3. Floor plan(s) showing the layout of the dwelling unit, including all bedrooms and bathrooms; and the location of fire extinguishers, smoke alarms, and carbon monoxide alarms.
    4. Acknowledgement that the STR Permit does not authorize STR lodging in non-dwelling units such as garages or vehicles (e.g., recreational vehicles, motor homes, travel trailers, truck campers, tent trailers), treehouses, tents and other temporary shelters.

5. Prior to the issuance or renewal of a STR Permit, Owner shall complete and submit, a self-certification inspection form on a form provided by the City and signed by Owner under penalty of perjury, acknowledging that the STR and property comply with all applicable laws, rules and regulations of the STR relating to life safety, including the provisions of this Chapter.
- F. Evidence of property liability insurance in the amount of at least One Million Dollars (\$1,000,000), combined single limit, which insurance shall be maintained during the entire term of any STR Permit issued by the City. Evidence of insurance renewal must be provided to the City before expiration of the policy.
- G. Each Owner shall jointly and severally agree to indemnify, hold harmless, and defend the City and its officials, employees and agents from any and all liability, actions, claims, damages, costs, and expenses of any kind whatsoever, including reasonable attorneys' fees and costs, which may be asserted by any person or entity arising from or relating to the issuance of a STR Permit or operation of a STR.
- H. Any other information as the City Manager, or designee, deems reasonably necessary to administer this Chapter.
- I. Payment of STR Permit application fee or renewal fee, as applicable, for initial application or STR Permit renewal in accordance with the fee schedule established by the City Council, which may be amended from time-to-time.

### **30.96.050 – Permit Issuance**

- A. STR Permits shall be issued on a first-come, first-served basis, except that an Existing STR Owner, which applies for a STR Permit in accordance with Section 30.96.040(B), shall be granted priority to obtain a STR Permit.
  1. Notwithstanding the permit issuance and locational requirements applicable to new STRs under Chapter 30.96, Existing STRs shall be accommodated as allowable uses in accordance with a valid STR Permit unless a termination of existing rights occurs upon any of the following: the transfer of ownership of the STR property, the STR Permit is not maintained in good standing, including a STR Permit that is not timely renewed prior to the date of STR Permit expiration, or the STR Permit is revoked due to non-compliance with any provision(s) of this Chapter. A change in title that is processed in accordance with Section 30.96.030(G) shall not be considered a transfer of ownership that would terminate rights to an Existing STR.
  2. Notwithstanding Sections 30.96.060(A)(3)(a), (A)(4) and (A)(5) of this Chapter, Existing STRs shall be accommodated as allowable uses with a valid STR Permit, regardless of whether the existing operations are non-conforming with respect to operation of more than one STR (on the same lot or separate lots), and/or whether the operations are not within a Primary Residence.

- B. The maximum number of STR Permits issued by the City shall be limited to 129 STRs, which is equivalent to five percent (5%) of the total number of dwelling units located in the City based on the 2020 United States Census data. Any future increase in capacity for new STRs shall be subject to processing an amendment by Ordinance subject to approval by the City Council and the California Coastal Commission.
1. STR Permits for new STRs shall be restricted to one (1) per Owner and Existing STRs shall be restricted in accordance with Section 30.96.050(B)(3). Once the maximum allowable number of STR Permits has been issued by the City (including Existing STRs and new STRs), the Owner of any applications submitted that would exceed the cap identified in this Section shall be placed on a waitlist that will be established based on the order the applications are filed and applications will be processed in the order in which the applications are received.
  2. Once a STR Permit becomes available for issuance, application submittals will be accepted by the City in the order appearing on the City's STR Permit waitlist. Person(s) listed on the City's STR Permit waitlist, who are contacted by the City to submit a STR Permit application, will have thirty (30) days from the date of notification by the City to submit a STR Permit application for consideration. If the person(s) contacted by the City do not submit a STR Permit application to the City within the required thirty (30) day period, that person(s) will be removed from the waitlist and the City will move on to notifying the next person appearing on the City's STR Permit waitlist.
  3. The Owner of an Existing STR may request a separate STR Permit for each Existing STR in operation by the Owner and registered with the City as of December 31, 2024 as stated in the STR Ordinance. If the number of Existing STRs exceeds the cap identified by this Section, then no additional STR Permits shall be issued by the City for new STRs until available capacity is reached within the cap through attrition (including, but not limited to, when existing rights are terminated for Existing STRs in accordance with Section 30.96.050(A)(1)).
- C. New STR Owners may not include a dwelling unit fully or partially owned as a timeshare, a business trust, corporation, limited partnership, general partnership, or other business entity other than a LLC, LP, or LLP.
- D. A STR Permit shall be issued by the City if the applicant meets the conditions and requirements of this Chapter 30.96.
- E. A STR Permit shall not be issued by the City if:
1. The maximum number of STR Permits issued by the City already meets or exceeds the Citywide cap on STRs or exceeds the maximum number of permits allowed per Owner as established by Section 30.96.050(B).

2. The STR is a new STR, which is proposed in a prohibited location as set forth in Section 30.96.060 of this Chapter, or in a location that would exceed the neighborhood cap on STRs established by Section 30.96.060(A)(5).
  3. The Owner has a pending enforcement action by the City for any violation of the Del Mar Municipal Code relating to the operation of a STR, unless the approval is required to resolve the enforcement action.
- F. Following the issuance of a STR Permit, the City will provide written, mailed notice of the STR Permit approval to all property owners located within 300 feet of the STR. Such notice shall include the address of the STR, number of bedrooms available for rent, number of available on-site parking spaces, and contact information for the STR's Designated Local Contact Person.
- G. STR Permits may be suspended, revoked, or not renewed by the City in accordance with Section 30.96.080 of this Chapter.

### **30.96.060 – STR Locational Requirements**

#### **A. Residential Zones.**

1. STRs may be permitted in the following residential zones:
  - a. Single dwelling unit zones  
  
Very low Density Residential (R1-40)  
Modified Low Density Residential (R1-14)  
Low Density Residential (R1-10)  
Low Density Residential-Beach (R1-10B)  
Medium Density Single Family Residential (R1-5)  
Medium Density Single Family Residential-Beach (R1-5B)  
Carmel Valley Precise Plan (CVPP)
  - b. Multiple dwelling unit zones  
  
Medium Density Single-Mixed Residential-East (RM-East)  
Medium Density Mixed Residential-West (RM-West)  
Medium Density Mixed Residential-Central (RM-Central)  
Medium Density Mixed Residential-South (RM-South)  
High Density Mixed Residential (R2)
2. New STRs that are not within a Primary Residence shall be prohibited.
3. STRs are a prohibited use within:
  - a. Multi-dwelling unit rental apartment development located in residential zones.

- b. Any dwelling units that are subject to deed restrictions or affordable housing covenants that limit rental of the unit to housing for specific income-restricted households.
  - c. An Accessory Dwelling Unit located in residential zones.
  - d. Non-dwelling units including, but not limited to, garages or vehicles or temporary shelters such as tents.
4. Except for Existing STRs with a valid STR Permit, the maximum number of STRs per lot shall be restricted to:
- a. Maximum of one (1) STR per lot developed with one dwelling unit, including lots developed with one primary dwelling unit and ADU development.
  - b. Maximum of one (1) STR per Owner on a lot that is developed with two dwelling units, including lots developed with two primary dwelling units and ADU development.
  - c. Maximum of ten percent (10%) of the total primary dwelling units on a lot developed with multi-unit condominium development (three or more units). Lots with condominium development must provide documentation of written consent to operate a STR by the homeowner's association (HOA).
5. The total number of STRs permitted shall be further limited as follows to minimize the potential for overconcentration:
- a. A maximum of sixty percent (60%) of the total number of STRs may be located in the North Beach neighborhood, which includes the R1-5B, R1-10B, RM-East and RM-West zones.
  - b. A maximum of twenty-five percent (25%) of the total number of STRs may be located in the South Bluff neighborhood, which includes the R1-40, R2, RM-South, and RC zones.
  - c. A maximum of fifteen (15%) of the total number of STRs may be located in the Hills neighborhood, which includes the R1-5, R1-10, R1-14, R1-40, and RM-Central zones and the northerly R2 zone located north of 15th Street.

**B. Commercial Zones.**

1. STRs may be permitted within the following commercial zones:

Residential-Commercial (RC)  
Central Commercial (CC)  
North Commercial (NC)

Professional Commercial (PC)  
Visitor Commercial (VC)  
941 Camino del Mar Specific Plan (941SP)

2. STRs in commercial zones are subject to the requirements in Section 30.96.060(A)(2), (A)(4) and (A)(5) of this Chapter.
3. STR use is permitted in an Accessory Dwelling Unit (ADU) subject to the regulations in Chapter 30.91 of this Municipal Code, only where the ADU is used as a Primary Residence.
4. STRs are a prohibited use within:
  - a. The Beach Commercial (BC), Public Facilities (PF), Public Parkland (PP), Railroad Right-of-Way (RR), and Floodway zones.
  - b. Any dwelling units that are subject to deed restrictions or affordable housing covenants that limit rental of the unit to housing for specific income-restricted households.
  - c. Non-dwelling units including, but not limited to, garages or vehicles (e.g., recreational vehicles, motor homes, travel trailers, truck campers, tent trailers), treehouses, or temporary shelters such as tents.

### **30.96.070 – Operating Requirements**

STRs shall comply with all of the following operating requirements:

- A. Owner shall ensure that STR occupants and guests comply with all federal, state, and local laws, rules, and regulations including local regulations specific to noise, trash disposal, parking, coastal resources, and disclosure, inclusive of the following:
  1. Noise Control.
    - a. It shall be unlawful and shall constitute a public nuisance for any Owner of a STR to cause, allow or permit the emission or transmission of any loud noise from any sound-making equipment or sound-amplifying device to occur or be maintained at a STR, which may include, but is not limited to, the following: yelling, screaming, shouting, or other disturbing noises which unreasonably interfere with the peace and quiet of the nearby residents or members of the public. Owner shall ensure that STR occupants and guests comply with the noise provisions set forth in Del Mar Municipal Code Chapter 9.20 (Noise Regulations). DMMC Section 9.20.090 specifies that any noise that is plainly audible at a distance of fifty (50) feet between the hours of 10:00 p.m. and 8:00 a.m. is considered a prima facie violation.

- b. STRs are for overnight lodging. Hosting of weddings, receptions, corporate events, commercial functions, bachelor or bachelorette parties, and any other similar events or gatherings that have the potential to cause a public nuisance are strictly prohibited.
    - c. Guest hours at STRs shall be limited from 8:00 a.m. to 10:00 p.m. daily.
2. **Trash Disposal.** Trash, organic waste and recycling shall not be left or stored within public view, except in the appropriate container at a location that is designated for collection from 4:00 p.m. on the day prior to trash pick-up until up to 12:00 p.m. on the day following the day designated for pick-up. All trash and recycling shall be in approved receptacles pursuant to Del Mar Municipal Code Chapter 11.20 (Management of Solid Waste).
3. **Parking.** Owner shall limit the number of vehicles at the STR to the number designated in the STR Permit, which shall be determined by the City at the time of permit issuance based on the number of available on-site parking spaces. All garage, driveway, and designated on-site parking spaces shall be made available for the vehicles of STR occupants and guests. Vehicles shall not impede access to sidewalks and neighboring properties or driveways.
4. **Coastal Resource Protection.** The coastal resource protections in the California Coastal Act Chapter 3, Article 6, Section 30240 (Cal. Pub. Res. Code Section 30240) and the City's certified Local Coastal Program are not to be superseded or lessened in any way through implementation of the Chapter 30.96 STR regulations. The Owner shall disclose if the property contains environmentally sensitive habitat areas, and shall identify STR operational requirements to avoid potential impacts to coastal resources.
5. **Disclosure of Site-Specific STR Requirements and Contact Information.**
  - a. The primary STR occupant listed on the STR rental application and present at the STR during the STR rental period must be at least twenty-five (25) years of age, provide the Owner with a telephone number, and shall be accessible to the Owner or Local Designated Contact Person by telephone at all times during the STR rental period.
  - b. **Interior Display of STR Permit.** Owner shall affix the valid STR Permit provided by the City, which shall include reference to the City's Good Neighbor Policy and Transient Occupancy Tax rate, for interior display on the inside of the main entry door of the STR.
  - c. **Exterior Display of STR Notice.** Owner shall affix a sign on the exterior of the STR during operation, at a minimum size of 8.5 inches

by 11 inches, identifying the STR Permit number, name and contact information for the Designated Local Contact Person, the maximum number of occupants and guests permitted at the STR, and the maximum number of vehicles allowed at the property. The notice shall be located on-site in plain view of the general public and/or common areas and shall be maintained in good condition.

- d. Signs advertising availability of the STR for rent are not permitted on the property.
- B. Minimum Night Stay. STRs shall have a minimum night stay of three (3) consecutive calendar nights.
- C. Overnight Occupancy. Owner shall limit overnight STR occupancy to a specific number of occupants, not to exceed two (2) persons per Bedroom plus two (2) additional persons per dwelling unit. All other applicable occupancy laws shall apply.
- D. Avoidance of Public Nuisance. Owner shall ensure that the STR occupants and/or guests do not create a public nuisance. Owner shall ensure that any unreasonable noise disturbances, unruly gatherings, disorderly conduct, or other violations are timely abated.
- E. Prompt Response to Complaints. Owner and/or the Designated Local Contact Person must be available twenty-four (24) hours per day, seven (7) days per week, to respond to complaints. Complaints received from the City, the Sheriff's Department, or a resident must be addressed within thirty (30) minutes of receipt of the complaint. It is not intended that an Owner or Designated Local Contact Person act as a peace officer or place themselves in an at-risk situation. In follow up, Owner shall provide documentation to the City on what steps were taken to mitigate the issue. Failure to timely respond to complaints is grounds for enforcement as set forth in Section 39.96.080 of this Chapter.
- F. Safety Compliance.
- 1. The STR property must meet basic life safety requirements, including but not limited to, maintaining operable smoke alarms and carbon monoxide alarms, fire extinguishers, and first aid kits.
  - 2. All Bedrooms within a STR shall meet all applicable California Building Code life safety requirements.
- G. Advertisements. All STR advertisements, including those posted on or by web- or application-based hosting platform or third-party booking vendor websites, must include the STR Permit number provided by the City.

- H. Record Keeping, Audit. STR Owner shall maintain records related to use and occupancy of the STR for the purpose of inspection and/or audit to demonstrate compliance with Chapter 30.96.
- I. Payment of Transient Occupancy Tax. Unless otherwise exempt under Section 30.96.025 of this Chapter, Owner shall comply with all provisions of Del Mar Municipal Code Chapter 3.12 concerning the collection and remittance of Transient Occupancy Tax (TOT) for STR rentals. The TOT calculation shall include cleaning fees, resort fees, and all other fees collected as part of the total rent charged for the STR. If the STR Owner uses a web- or application-based hosting platform or third-party booking vendor, the hosting platform or booking vendor shall be considered an agent of the STR Owner for purposes of collecting and remitting the TOT to the City.

**30.96.080 – Enforcement**

- A. It shall be unlawful for any person to fail to comply with any of the requirements of this Chapter or with any standards/conditions of a STR Permit, or to operate a STR within the jurisdiction of the City contrary to or in violation of any of the provisions of this Chapter, any applicable provisions of this Municipal Code, or any other applicable laws, rules, and regulations.
- B. Any person who violates any provision of this Chapter shall be subject to the fine amounts set forth in Government Code Section 36900(d), as that Section may be amended from time to time.
- C. Violations of this Chapter may be enforced by any method allowed in Del Mar Municipal Code Title 1 (General Provisions), Title 30 (Zoning Regulations), or any other applicable enforcement mechanism available to the City.
- D. Suspension or Revocation of STR Permit. In addition to any other remedy provided by this Chapter, a STR Permit may be suspended or revoked by the City Manager, or designee pursuant to this Section.
  - 1. The decision shall be based on at least one of the following grounds:
    - a. A material misrepresentation, false or misleading information was included on the application or renewal application for a STR Permit.
    - b. A violation of any applicable provision of the Del Mar Municipal Code or other applicable law relating to the operation of the STR.
    - c. An authorized official has given notification of existing health or safety violations on the STR property, or non-compliance with applicable laws, rules or regulations relating to fire, building, health or safety on the STR property.
    - d. An applicant or STR Permit holder is delinquent in the payment of any outstanding fees, assessments or taxes owed to the City related

to any property located in the City that is owned by the applicant, including, but not limited to, Transient Occupancy Taxes (TOT).

2. If a STR Permit is revoked, the Owner shall not operate a STR at the property for a period of twelve (12) months from the date of such revocation; and no STR Permit that is revoked may be transferred to any other person or entity to operate a STR at the property during such period of revocation.
3. The appeal procedures for the denial, suspension or revocation of a STR Permit are as follows:
  - a. A STR Permit applicant or STR Permit holder may request an administrative hearing to appeal the denial, suspension or revocation of a STR Permit by the City. The request for a hearing shall be submitted to the City Clerk within fifteen (15) days from the date the denial, suspension or revocation of the STR Permit is provided in writing.
  - b. The City Manager shall designate a fair and impartial administrative hearing officer to determine whether to uphold the City's decision to deny, suspend or revoke the STR Permit. Compensation for the hearing officer, if any, shall be paid by the City.
  - c. An administrative hearing shall be set for a date that is not sooner than thirty (30) days and not more than sixty (60) days from the date the request for the hearing is filed with the City, unless extended in writing by the City and the appellant. The appellant shall be notified of the time and place set for the hearing at least fifteen (15) days prior to the date of the hearing, unless the hearing date has been expedited.
  - d. The City and the appellant shall each submit all documents relating to the denial, suspension or revocation of the STR Permit that the respective party intends to discuss during the administrative hearing to the hearing officer and the other party at least seven (7) days in advance of the hearing date.
  - e. At the administrative hearing, the hearing officer shall only consider evidence that is relevant to determine whether the denial, suspension or revocation of a STR Permit is warranted. Courtroom rules of evidence shall not apply. Relevant hearsay evidence and written reports may be admitted whether or not the speaker or author is present to testify, if the hearing officer determines that the evidence is reliable. Admission of evidence and the conduct of the hearing shall be controlled by the hearing officer in accordance with the fundamentals of due process. The hearing officer may limit the total length of the hearing to one (1) hour, at the hearing officer's

discretion, and shall allow the appellant at least as much time to present its case as is allowed the City.

- f. The appellant shall be given the opportunity to testify and present witnesses and evidence concerning the denial, suspension or revocation of the STR Permit. The appellant may be represented by counsel. The City's case shall be presented by a Code Enforcement Officer or by any other authorized agent of the City.
- g. The hearing officer may continue the hearing and request additional information from the City or the appellant prior to issuing a written decision.
- h. After considering all testimony and evidence submitted at the hearing, the hearing officer may announce a decision orally, but in any event, shall prepare a written decision. The decision shall be provided to the parties within ten (10) days of the hearing and shall either uphold the denial, suspension or revocation of the STR Permit or withdrawal the denial, suspension or revocation of the STR Permit. The decision shall briefly state the reason for the conclusion of the hearing officer. The City shall serve the decision on the appellant. The decision of the hearing officer shall be final and shall not be subject to further appeal to the City.
- i. The failure of the appellant to appear at the administrative hearing shall result in the hearing officer issuing a final decision to uphold the City's denial, suspension or revocation of the STR Permit and the appellant's exhaustion of administrative remedies.

**SECTION THREE:**

This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (General Rule) because CEQA only applies to projects with the potential for causing a significant effect on the environment. There is no change in baseline environmental conditions or potential to cause a significant effect on the environment. On April 17, 2024, the City's CEQA consultant, Interwest Group, completed an Initial Study evaluation, which concluded that no environmental factors would be potentially affected by the STR Regulations contemplated by the City Council. The subsequent revisions to the regulations also would not result in a change in baseline environmental conditions or potential to cause a significant effect on the environment. A Notice of Exemption will be prepared identifying that the activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

**SECTION FOUR:**

This Ordinance establishes STR Regulations that will accommodate Existing STR owners operating in the City of Del Mar prior to adoption of the Ordinance where the STR owner timely registers the existing STR with the City by December 31, 2024, and submits a STR Permit application within sixty (60) days of the effective date of the Ordinance which will be the date the California Coastal Commission grants final certification of the Ordinance.

Applications for all STRs will be accepted following the date this Ordinance takes effect. Permits for Existing STRs will be processed prior to applications for new STR Permits.

Prior to finalizing the Existing STR registry, the City will verify that the owner has provided proof of at least one of the approved documents listed on the City's voluntary registry webpage. This document should be provided to the City (and verified by the City) prior to the December 31, 2024 deadline.

The list of acceptable documents includes provision of at least ONE supporting document to demonstrate that the STR was in operation within the past ten years. Just one of the options below will suffice for supporting documentation:

1. Fully executed rental agreement that identifies the STR address; or
2. A City of Del Mar business license indicating the short-term rental business at the subject property; or
3. A federal or state income tax return specifying a STR business operation at the subject property. Please be sure to redact all sensitive personal information such as social security number; or
4. Printed or online advertising, or contracts, indicating actively advertised STR operations at the subject property; or
5. Other evidence of STR operations at the subject property within the past ten years may be submitted for consideration.

**SECTION FIVE:**

This Ordinance was introduced by the City Council on September 9, 2024.

**SECTION SIX:**

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

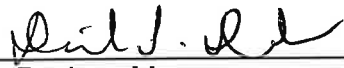
**SECTION SEVEN:**

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

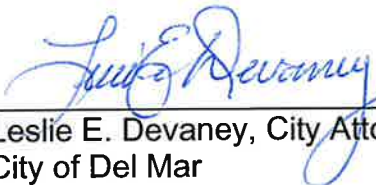
**SECTION EIGHT:**

Upon adoption, the Ordinance will be submitted to the California Coastal Commission for certification as a Local Coastal Program Amendment. The Ordinance will take effect and be in force on the date that the California Coastal Commission takes action to unconditionally certify the Local Coastal Program Amendment.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Del Mar, California, held on the 23rd day of September 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, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Ordinance No.1010, which has been published pursuant to law, and adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 23rd day of September, 2024, by the following vote:

AYES: Mayor Druker, Councilmembers Martinez, Quirk, and Worden  
NOES: Deputy Mayor Gaasterland  
RECUSE: None  
ABSENT: None  
ABSTAIN: None

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



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: February 3, 2026

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

## REQUESTED ACTIONS/RECOMMENDATION:

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

## BACKGROUND:

The City of Del Mar's beaches are heavily used recreational spaces that must remain safe and accessible for residents, visitors, and public safety personnel. Recently, staff and concerned members of the community have observed an increase in the digging of hazardous holes and the burying of individuals. This has resulted in safety concerns including collapse hazards, trip-and-fall risks, impediments to emergency vehicles and equipment, and potential injury or suffocation.

The City's existing municipal code does not clearly define prohibited sand excavation activities or enforcement protocols. The proposed amendment to Section 8.04 is intended to clarify allowable activity, establish enforceable safety standards, and ensure responsible use of the beach environment.

## DISCUSSION/ANALYSIS:

Recreational digging is a common beach activity. However, unregulated excavation has led to hazardous conditions including deep and unstable holes, buried individuals, and obstructions that can interfere with public access and emergency responses. The Ordinance (Attachment A) proposes adding Section 8.04.100 to regulate the digging of hazardous holes on the public beach in Del Mar. Prohibiting holes exceeding two (2') feet in depth, the burial of individuals below sand grade, and unattended excavations or sand displacement is intended to reduce safety risks, increase accessibility and prevent emergency incidents.

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City Council Action:

In developing the proposed ordinance, City staff reviewed regulations adopted by other coastal jurisdictions to address the safety risks associated with deep or unattended holes in beach sand. Los Angeles County, and the cities of Imperial Beach, Newport Beach, Laguna Beach, and Huntington Beach, were some of the coastal communities with depth limitations, burying prohibitions, requirements to fill excavations, and enforcement mechanisms. The proposed language in Attachment A reflects common policy objectives while remaining specific to Del Mar's beach conditions and enforcement capabilities.

The Ordinance advances operational and environmental protections by prohibiting sand holes from being used for waste disposal and requiring that any holes, regardless of depth, be filled prior to leaving the beach. Unfilled or unattended holes can hinder beach maintenance, interfere with emergency access, create safety hazards during periods of high use or limited visibility, and often result in expenditure of significant City resources to re-fill holes. The proposed regulations support ongoing efforts to maintain a clean, safe, and accessible beach for all users.

Hazardous holes dug in the beach sand may present a heightened safety risk for minors. The language in the Ordinance addresses this by assigning liability to parents or guardians when minors dig holes exceeding two (2') feet in depth. Enforcement would be conducted through the City's Community Services Department staff, who will provide education via public signage and verbal contacts; warnings; and, when necessary, administrative citations for non-compliance, consistent with Chapter 1.08 of the DMMC. Each violation would be handled as a separate offense to allow for an appropriate response based on the circumstances.

### **Implementation Schedule**

If introduced by the City Council, the Ordinance would return to Council for consideration and adoption on February 17, 2026, and would become effective thirty (30) days after adoption. Community Services staff will provide additional public education and noticing, including Ordinance details via the Del Mar Weekly e-newsletter, updates to the News and Announcements section of the City website, and updates to public signage.

### **FISCAL IMPACT:**

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

### **ENVIRONMENTAL IMPACT:**

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

### **ATTACHMENTS:**

Attachment A – Proposed Ordinance to Regulate the Digging of Hazardous Holes on the Public Beach

ORDINANCE No. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADDING CHAPTER 8.04.095 TO THE DEL MAR MUNICIPAL CODE REGULATING THE DIGGING OF HAZARDOUS HOLES ON THE PUBLIC BEACH

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

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

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

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

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

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

**SECTION ONE:**

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

**SECTION TWO:**

That a new chapter 8.04.095 be added to the Del Mar Municipal Code as follows:

**Chapter 8.04.095 – Digging of Hazardous Holes on a Public Beach**

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

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

**SECTION THREE:**

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

**SECTION FOUR:**

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

**SECTION FIVE:**

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

**SECTION SIX:**

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

**SECTION SEVEN:**

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

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

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Tracy Martinez, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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Leslie E. Devaney, City Attorney  
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF DEL MAR

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

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: February 3, 2026

SUBJECT: Preparations for 2026 City Council Goals & Priorities Setting Workshop

**REQUESTED ACTION/RECOMMENDATION:**

Staff recommends that the City Council provide feedback on the proposed 2026 City Council Goals & Priorities Setting Workshop (Workshop) (Attachment A) and provide direction to staff, as needed.

**DISCUSSION/ANALYSIS:**

During the first quarter of each calendar year, the City Council typically holds a workshop to establish the City's goals and priorities for the next fiscal year (beginning July 1). This process guides the development of the City's overall work plan and helps identify budgetary needs for the coming fiscal year.

The current fiscal year (Fiscal Year 2025-2026) is the first year of the City's adopted two-year budget. As such, the City will begin work this spring to prepare a budget update for the second year of the adopted budget (Fiscal Year 2026-2027). On March 5, 2025, the City Council held its most recent Goals & Priorities Setting Workshop and approved a two-year City Work Plan for Fiscal Years (FY) 2025-2026 and 2026-2027.

Looking ahead to the second year of a two-year budget, the Workshop provides an opportunity for the City Council to reaffirm and/or fine-tune the FY 2026-2027 City Work Plan, within existing staff and resource capacity, and to provide direction on any adjustments needed in order to inform the FY 2026-2027 Budget Update.

In preparation for the 2026 Council Workshop, staff met with Mayor Tracy Martinez and Deputy Mayor John Spelich to develop a proposed Workshop outline (Attachment A). Consistent with past practice, the purpose of this agenda item is to seek City Council input in advance of the Workshop.

**Proposed Workshop Format**

The proposed format for the Workshop (Attachment A) includes: a budget overview and status report; an overview and status update on the FY 2025-2026 Work Plan items;

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**City Council Action:**

discussion of the FY 2026-2027 Work Plan, including items continuing from the current fiscal year; and consideration of new potential Work Plan items proposed by staff or identified by the City Council.

The Work Plan document will continue to be organized by department and using the City's tiered prioritization system, which includes Tier 1 (essential services), Tier 2 (important items that support City operations/values), and Tier 3 (non-essential items that could be deferred or eliminated). While the prioritization system was developed in response to budget constraints during the COVID-19 pandemic, it has proven to be an effective tool for organizing City Council goals, priorities, and operational needs and supporting development and management of the City's budget. Based on the positive feedback provided by the Council and others, staff anticipates continuing to use this tiered system to guide discussion of goals, priorities, and potential Work Plan items.

### **Workshop Scheduling & Public Outreach**

Staff recommends that the Council hold the Workshop in early March, prior to the City's Mid-year Budget Update, which is planned for presentation to the City Council in April 2026. It is anticipated that the Workshop will require approximately three to four hours, and Wednesday, March 11, 2026, at 3:00 p.m. has been identified as a Workshop date.

Recognizing the importance of public input regarding the City's goals and priorities, information about the Workshop will be posted on the City's website, featured in the City's weekly electronic newsletter, and distributed via City public e-blasts. As with other City public meetings, members of the public may submit written comments in advance of the meeting or comment during the meeting, both in-person and remotely. The Workshop will also be televised, live streamed on the internet, and recorded/archived on the City's website.

### **FISCAL IMPACT:**

There is no immediate fiscal impact or action required 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.

### **ATTACHMENTS:**

Attachment A - 2026 Goal Setting Workshop Proposed Agenda Outline

## Proposed 2026 City Council Goal Setting Workshop Agenda

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- A. High Level City Budget Status Report
  - Staff to provide a high-level overview of the City's current financials
- B. Status of Current Fiscal Year 2025-2026 Work Plan
  - Staff to provide an overview of items that have been or will be completed this fiscal year
- C. Discussion of the FY2026-2027 Work Plan approved by City Council in March 2025
  - Includes multi-year work plan items continuing from the current FY
  - Council to provide direction reaffirm and/or fine tune Work Plan
  - Discussion of staff proposed new work plan items
  - Discussion of Councilmembers' proposed work plan items



# City of Del Mar Council Liaison Report

TO: City Council Members

FROM: Tracy Martinez, Mayor

DATE: February 3, 2026

## **NCTD Board Meeting Update (1/15/2026):**

**1) THE BOARD APPROVED PROCLAMATION RECOGNIZING JANUARY AS HUMAN TRAFFICKING AWARENESS AND PREVENTION MONTH:** The North County Transit – San Diego Railroad (NCTD) Board of Directors (Board) adopted a proclamation recognizing January 2026 as Human Trafficking Awareness and Prevention Month. NCTD is committed to combatting human trafficking by ensuring its bus and rail services are safe, vigilant, and supportive environments for all members of the communities it serves. NCTD recognizes that as a public transportation provider, it is in a unique position to help identify and report human trafficking activity and to cooperate with law enforcement agencies in protecting vulnerable individuals. NCTD's goal, along with other local agencies, is to ensure public transportation employees are trained to be aware of and to identify potential human trafficking situations on the public transportation system to enable adequate and timely response to human trafficking and to ensure victims receive appropriate care and resources.

**2) ELECTION OF NCTD'S BOARD CHAIR AND VICE-CHAIR FOR CALENDAR YEAR 2026:** The Board approved the election of Priya Bhat-Patel (City of Carlsbad) as Board Chair and Mike Sannella (City of San Marcos) as Board Vice-Chair of NCTD for Calendar Year 2026.

**3) ADOPT THE PROPOSED CALENDAR YEAR 2026 DISCRETIONARY GRANTS STRATEGY:** The Board approved the proposed Calendar Year (CY) 2026 Discretionary Grants Strategy. The Discretionary Grants Strategy is a strategic planning document to support project needs as specified in NCTD's Capital Improvement Program (CIP). NCTD has identified four key projects as high-priority projects for submittal in the CY 2026 Discretionary Grants Strategy, including SPRINTER Fleet Replacement, the SPRINTER Corridor Improvement Project, Eastbrook to Shell Double Track, and Sorrento to Miramar Phase II. Additionally, NCTD has identified two key areas for further project development and advancement, including Buena Creek Grade Separation and CP SONGS Double Track Project. The Board proposed that staff bring back an agendaized discussion related to grade separation projects throughout the entire transportation network and a reassessment of NCTD's priority projects.

**4) RECEIVE THE FY2025 FINANCIAL AUDIT RESULTS AND ANNUAL COMPREHENSIVE FINANCIAL REPORT:** The Board received a presentation from NCTD's independent auditor, Eide Bailly, issuing an unmodified (clean) opinion on the Annual Comprehensive Financial Report (ACFR), Single Audit, and Transportation Development Act (TDA) reports and determined that no material weaknesses nor issues of non-compliance were identified.