



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

AGENDA

Joint REGULAR Meeting

Wednesday, October 23, 2024 * 6:00 p.m.

City Hall / Council Chambers, 635 S. Highway 101, Solana Beach, California

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



PUBLIC MEETING ACCESS

The Regular Meetings of the City Council are scheduled for the 2nd and 4th Wednesdays and are broadcast live. The video taping of meetings are maintained as a permanent record and contain a detailed account of the proceedings. Council meeting tapings are archived and available for viewing on the City's [Public Meetings](#) webpage.

WATCH THE MEETING

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

AGENDA MATERIALS

A full City Council agenda packet including relative supporting documentation is available at City Hall, the Solana Beach Branch [Library](#) (157 Stevens Ave.), La Colonia Community Ctr., and online www.cityofsolanabeach.org. Agendas are posted at least 72 hours prior to regular meetings and at least 24 hours prior to special meetings. Writings and documents regarding an agenda of an open session meeting, [received](#) after the official posting, and distributed to the Council for consideration, will be made available for public viewing at the same time. In addition, items received at least 1 hour 30 minutes prior to the meeting time will be uploaded online with the agenda posting. Materials submitted for consideration should be forwarded to the [City Clerk's department](#) 858-720-2400. The designated location for viewing of hard copies is the City Clerk's office at City Hall during normal business hours.

PUBLIC COMMENTS

Written correspondence (supplemental items) regarding an agenda item at an open session meeting should be submitted to the City Clerk's Office at clerkoffice@cosb.org with a) Subject line to include the meeting date b) Include the Agenda Item # as listed on the Agenda.

- Correspondence received after the official posting of the agenda, but two hours prior to the meeting start time, on the meeting day, will be distributed to Council and made available online along with the agenda posting. All submittals received before the start of the meeting will be made part of the record.
- Written submittals will be added to the record and not read out loud.

And/Or

Verbal Comment Participation:

Please submit a speaker slip to the City Clerk prior to the meeting, or the announcement of the Section/Item, to provide public comment. Allotted times for speaking are outlined on the speaker's slip for each agenda section: Oral Communications, Consent, Public Hearings and Staff Reports. Public speakers have 3 minutes each to speak on each topic. Time may be donated by another

individual who is present at the meeting to allow an individual up to 6 minutes to speak. Group: Time may be donated by two individuals who are present at the meeting allowing an individual up to 10 minutes to speak. Group Hearings: For public hearings only, time may be donated by two individuals who are present at the meeting allowing an individual up to 15 minutes to speak.

COUNCIL DISCLOSURE

Pursuant to the Levine Act (Gov't Code Section 84308), any party to a permit, license, contract (other than competitively bid, labor or personal employment contracts) or other entitlement before the Council is required to disclose on the record any contribution, including aggregated contributions, of more than \$250 made by the party or the party's agents within the preceding 12 months to any Council Member. Participants and agents are requested to make this disclosure as well. The disclosure must include the name of the party or participant and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made.

SPECIAL ASSISTANCE NEEDED

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

As a courtesy to all meeting attendees, please set all electronic devices to silent mode and engage in conversations outside the Council Chambers.

CITY COUNCILMEMBERS

Lesa Heebner
Mayor

Jewel Edson
Deputy Mayor / Councilmember District 3

Kristi Becker
Councilmember District 2

Jill MacDonald
Councilmember District 4

David A. Zito
Councilmember District 1

Alyssa Muto
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

SPEAKERS:

Please submit your speaker slip to the City Clerk prior to the meeting or the announcement of the Item. Allotted times for speaking are outlined on the speaker's slip for Oral Communications, Consent, Public Hearings and Staff Reports.

READING OF ORDINANCES AND RESOLUTIONS:

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

CALL TO ORDER AND ROLL CALL:

CLOSED SESSION REPORT:

FLAG SALUTE:

APPROVAL OF AGENDA:

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

- The Proposed Double Tracking Project Update by SANDAG

PROCLAMATIONS/CERTIFICATES: *Ceremonial*

- Red Ribbon Week

ORAL COMMUNICATIONS:

Comments relating to items on this evening's agenda are taken at the time the items are heard. This portion of the agenda provides an opportunity for members of the public to address the City Council on items relating to City business and not appearing on today's agenda by submitting a speaker slip (located on the back table) to the City Clerk. Pursuant to the Brown Act, no action shall be taken by the City Council on public comment items. Council may refer items to the City Manager for placement on a future agenda. The maximum time allotted for each presentation is THREE MINUTES. No donations of time are permitted (SBMC 2.04.190). Please be aware of the timer light on the Council Dais.

CITY COUNCIL COMMUNITY ANNOUNCEMENTS - COMMENTARY:

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

CITY MANAGER / CITY ATTORNEY REPORTS:

An opportunity for the City Manager and City Attorney to make brief announcements or report on various activities. These items are not agendized for official City business with no action or substantive discussion.

A. CONSENT CALENDAR: (Action Items) (A.1. - A.6.)

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion. Any member of the public may address the City Council on an item of concern by submitting to the City Clerk a speaker slip (located on the back table) before the Consent Calendar is addressed. Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be heard immediately after approval of the Consent Calendar to hear the public speaker.

All speakers should refer to the public comment section at the beginning of the agenda for details. Please be aware of the timer light on the Council Dais.

A.1. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the City Council meetings held on September 25, 2024.

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

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

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

Recommendation: That the City Council

1. Ratify the list of demands for September 21, 2024 – October 04, 2024.

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

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

A.3. Temporary Staffing Services. (File 0560-40)

Recommendation: That the City Council

1. Approve **Resolution 2024-103** authorizing the City Manager to execute a Professional Services Agreement with Kforce Staffing Inc. for Temporary Staffing Services with the option to extend the agreement for four (4) additional one (1) year periods, or parts thereof, as needed for a not-to-exceed amount of \$65,000 per year.

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

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

A.4. Electric Vehicle Purchase for the Parks and Recreation Department.

(File 0370-26)

Recommendation: That the City Council

1. Approve **Resolution 2024-101**:
 - a. Approving the purchase of a model year 2025 Ford F-150 Lightning, EV pickup truck, including accessories, for \$63,270.42.
 - b. Authorizing an appropriation of \$13,270.42 from the Measure S Fund Balance into the Parks and Recreation Vehicle Asset Replacement Fund.
 - c. Authorizing the City Treasurer to amend the Fiscal Year 2024/2025 Adopted Budget accordingly.

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

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

A.5. Quarterly Budget Update – Fiscal Year (FY) 2025. (File 0330-30)

Recommendation: That the City Council

1. Receive the quarterly report listing changes made to the FY 2025 General Fund Adopted Budget.

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

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

A.6. City Attorney Services. (File 0400-05)

Recommendation: That the City Council

1. Adopt **Resolution 2024-104** authorizing the Mayor to execute the Second Amendment to the Agreement between the City of Solana Beach and the Successor Agency to the Solana Beach Community Development Agency and Burke, Williams & Sorensen LLP.

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

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

NOTE: The City Council shall not begin a new agenda item after 10:30 p.m. unless approved by a unanimous vote of all members present. (SBMC 2.04.070)

C. STAFF REPORTS: (C.1. – C.3.)

Submit speaker slips to the City Clerk.

All speakers should refer to the public comment section at the beginning of the agenda for time allotments. Please be aware of the timer light on the Council Dais.

C.1. This item has been pulled from the agenda.

C.2. Introduce Ordinance 537 (1st Reading) - Prohibiting the Sale and Distribution of Kratom Products to Persons Under the Age of 21. (File 0230-10)

Recommendation: That the City Council

1. Introduce **Ordinance 537** (1st Reading) adding Chapter 6.40 to the Solana Beach Municipal Code to prohibit the sale and distribution of kratom products to persons under the age of 21.

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

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

C.3. Adopt (2nd Reading) Ordinance 535 - City Council Monthly Compensation Consideration. (File 0520-10)

Recommendation: That the City Council

1. Adopt **Ordinance 535** (2nd Reading) amending Solana Beach Municipal Code (SBMC) section 2.04.020 to reflect the compensation adjustment to take effect when a new term of office commences in December 2024.

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

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

WORK PLAN COMMENTS:

Adopted June 26, 2024

COMPENSATION & REIMBURSEMENT DISCLOSURE:

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

COUNCIL COMMITTEE REPORTS: [Council Committees](#)

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

- a. City Selection Committee (meets twice a year) Primary-Heebner, Alternate-Edson
- b. Clean Energy Alliance (CEA) JPA: Primary-Becker, Alternate-Zito
- c. County Service Area 17: Primary-MacDonald, Alternate-Edson
- d. Escondido Creek Watershed Authority: Becker / Staff (no alternate).
- e. League of Ca. Cities' San Diego County Executive Committee: Primary-MacDonald, Alternate-Becker. Subcommittees determined by its members.
- f. League of Ca. Cities' Local Legislative Committee: Primary-MacDonald, Alternate-Becker
- g. League of Ca. Cities' Coastal Cities Issues Group (CCIG): Primary-MacDonald, Alternate-Becker
- h. North County Dispatch JPA: Primary-MacDonald, Alternate-Becker
- i. North County Transit District: Primary-Edson, Alternate-MacDonald
- j. Regional Solid Waste Association (RSWA): Primary-Zito, Alternate-MacDonald
- k. SANDAG: Primary-Heebner, 1st Alternate-Zito, 2nd Alternate-Edson. Subcommittees determined by its members.
- l. SANDAG Shoreline Preservation Committee: Primary-Becker, Alternate-Zito
- m. San Dieguito River Valley JPA: Primary-MacDonald, Alternate-Becker
- n. San Elijo JPA: Primary-Zito, Primary-Becker, Alternate-City Manager
- o. 22nd Agricultural District Association Community Relations Committee: Primary-Edson, Primary-Heebner

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

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

CITIZEN COMMISSION(S)

- a. Climate Action Commission – Zito, Becker

ADJOURN:

Next Regularly Scheduled Meeting is November 13, 2024

Always refer to the City's website Event Calendar for an updated schedule or contact City Hall. www.cityofsolanabeach.org 858-720-2400

AFFIDAVIT OF POSTING

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

I, Megan Bavin, Deputy City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the October 23, 2024 Council Meeting was called by City Council, Successor Agency to the Redevelopment Agency, Public Financing Authority, and the Housing Authority of the City of Solana Beach, California, was provided and posted on October 17, 2024 at 1:55 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., October 23, 2024, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk
City of Solana Beach, CA

UPCOMING CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:

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

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



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

MINUTES

Joint Meeting - Closed Session
Wednesday, September 25, 2024 5:00 p.m.
 City Hall / Council Chambers, 635 S. Highway 101, Solana Beach, California



<u>CITY COUNCILMEMBERS</u>		
Jewel Edson Deputy Mayor / Councilmember District 3	Lesa Heebner Mayor	Kristi Becker Councilmember District 2
Jill MacDonald Councilmember District 4		David A. Zito Councilmember District 1
Alyssa Muto City Manager	Johanna Canlas City Attorney	Angela Ivey City Clerk

CALL TO ORDER AND ROLL CALL:

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

Present: Lesa Heebner, Jewel Edson, Kristi Becker, Jill MacDonald, David A. Zito
 Absent: None
 Also Present: Alyssa Muto, City Manager
 Johanna Canlas, City Attorney

PUBLIC COMMENT ON CLOSED SESSION ITEMS (ONLY): None

CLOSED SESSION:

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
 Pursuant to Government Code Section 54956.9(d)(2)
 One (1) Potential case.

- 2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
 Pursuant to Government Code section 54956.8
 Property: APN: 263-352-03,04,05,06 and 07 and 263-342-02 City Negotiators: City Manager Alyssa Muto and City Attorney Johanna Canlas Negotiating Parties: Tracy Foster, North County Transit District Under negotiation: Purchase Price and Terms

- 3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
 Pursuant to Government Code Section 54956.9(d)(2)
 Two (2) Potential cases.

No reportable action.

ADJOURN:

Mayor Heebner adjourned the meeting at 6:02 p.m.

Angela Ivey, City Clerk

Approved:



CITY OF SOLANA BEACH

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

MINUTES

Joint REGULAR Meeting

Wednesday, September 25, 2024 * 6:00 p.m.

City Hall / Council Chambers, 635 S. Highway 101, Solana Beach, California



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

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CITY COUNCILMEMBERS

Lesa Heebner
Mayor

Jewel Edson
Deputy Mayor / Councilmember District 3

Kristi Becker
Councilmember District 2

Jill MacDonald
Councilmember District 4

David A. Zito
Councilmember District 1

Alyssa Muto
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 6:09 p.m.

Present: Lesa Heebner, Jewel Edson, Kristi Becker, Jill MacDonald, David A. Zito
 Absent: None
 Also Alyssa Muto, City Manager
 Present: Johanna Canlas, City Attorney
 Angela Ivey, City Clerk
 Dan King, Deputy City Manager
 Mo Sammak, City Engineer/Public Works Dir.
 Rachel Jacobs, Finance Dir.
 Joseph Lim, Community Development Dir.

CLOSED SESSION REPORT: None

FLAG SALUTE:

APPROVAL OF AGENDA:

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

ORAL COMMUNICATIONS: None

Comments relating to items on this evening's agenda are taken at the time the items are heard. This portion of the agenda provides an opportunity for members of the public to address the City Council on items relating to City business and not appearing on today's agenda by submitting a speaker slip (located on the back table) to the City Clerk. Pursuant to the Brown Act, no action shall be taken by the City Council on public comment items. Council may refer items to the City Manager for placement on a future agenda. The maximum time allotted for each presentation is THREE MINUTES. No donations of time are permitted (SBMC 2.04.190). Please be aware of the timer light on the Council Dais.

COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:

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

A. CONSENT CALENDAR: (Action Items) (A.1. - A.2.)

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion. Any member of the public may address the City Council on an item of concern by submitting to the City Clerk a speaker slip (located on the back table) before the Consent Calendar is addressed. Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be heard immediately after approval of the Consent Calendar to hear the public speaker.

All speakers should refer to the public comment section at the beginning of the agenda for details. Please be aware of the timer light on the Council Dais.

A.1. Register Of Demands. (File 0300-30)

Recommendation: That the City Council

1. Ratify the list of demands for August 17, 2024 – September 06, 2024.

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

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

A.2. State Homeland Security Program (SHSP) Grant Funds for Firefighting Equipment. (File 0260-40)

Recommendation: That the City Council

1. Approve **Resolution 2024-095:**
 - a. Accepting \$9,409 in federal funds from a 2023 State Homeland Security Program (SHSP) grant awarded to the City of Solana Beach for the purchase of firefighting hoods and gas monitors.
 - b. Authorizing the City Manager, or her designee, to sign and submit the required California Governor's Office of Emergency Services Standard Assurances for Cal OES Federal Non-Disaster Grant Programs.
 - c. Approving a budget amendment of \$9,409 to the Misc. Grant Fund - Federal Grants revenue account 246-46600 and the Minor Equipment expenditure account 2466120-64190.
 - d. Authorizing the City Treasurer to amend the FY 2024/25 Adopted Budget accordingly.

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

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

B. PUBLIC HEARINGS: (B.1.)

This portion of the agenda provides citizens an opportunity to express their views on a specific issue as required by law after proper noticing by submitting a speaker slip (located on the back table) to the City Clerk. After considering all of the evidence, including written materials and oral testimony, the City Council must make a decision supported by findings and the findings must be supported by substantial evidence in the record. An applicant or designee(s) for a private development/business project, for which the public hearing is being held, is allotted a total of fifteen minutes to speak, as per SBMC 2.04.210. A portion of the fifteen minutes may be saved to respond to those who speak in opposition. *All other speakers should refer to the public comment section at the beginning of the agenda for time allotment.* Please be aware of the timer light on the Council Dais.

B.1. Public Hearing: 403 Pacific Ave., Applicant: Bates, Case No.: MOD24-001, APN: 263-051-07 (File 0600-40)

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15301 of the State CEQA Guidelines.
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2024-088** conditionally approving a to a Development Review Permit (DRP) to remodel the interior of the residence and replace the windows, exterior doors, roofing, siding, and replace existing fireplace with a gas fireplace at the existing two-story residence at 403 Pacific Avenue.

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

Alyssa Muto, City Manager, introduced the item.

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

Council disclosures.

Applicant had no presentation.

Council and Reggie Reyes, Applicant's architect, discussed capping off the irrigation.

Motion: Moved by Councilmember Zito and second by Deputy Mayor Edson to close the public hearing. **Approved 5/0.** Ayes: Heebner, Edson, Becker, MacDonald, Zito. Noes: None. Motion carried unanimously.

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

C. STAFF REPORTS: (C.1. – C.3.)

Submit speaker slips to the City Clerk.

All speakers should refer to the public comment section at the beginning of the agenda for time allotments. Please be aware of the timer light on the Council Dais.

C.1. Wildcoast Petition to Change Swami’s Marine Protected Area (MPA) Boundaries. (File 0220-70)

Recommendation: That the City Council

1. Provide direction on next steps, if any, for community outreach and involvement.

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

[Item C.1. Supplemental Items \(9-25-24, 5:00pm\)](#)

Alyssa Muto, City Manager, introduced the item.

Joe Lim, Community Development Dir., stated that this was an informational item regarding a petition submitted by Wildcoast to the California Department of Fish and Wildlife pertaining to proposed boundary changes for the Swami’s Marine Protected Area (MPA), that City Staff has been in discussions with Wildcoast, other interested agencies, and representatives from Encinitas and the California State Lands Commission about the proposal.

Katy O’Donnell, US Ocean Conservation Manager, presented a PowerPoint (on file).

Angela Kensley, Director of Conservation at Wildcoast, addressed the findings from biological surveys conducted as part of the Decadal Management Review.

Council, City Manager and Speaker Discussion to ask numerous questions about the proposal and process that has occurred to date, and what the next steps would be for the consideration of the proposal. (video of discussion on file).

The City Manager shared that City staff had not been engaged on the Wildcoast proposal prior to submittal to the State. Council stated that the City requests Wildcoast to advocate to California Department of Fish and Wildlife to move the proposal from “Bin 1” to “Bin 2” (part of the progression of the project) to allow the community to better understand and engage with Wildcoast on their proposal before any final decisions are made.

John LaGrange spoke about his opposition to the proposed boundary changes for the Marine Protected Areas (MPAs).

Travis Vaughn said that on behalf of the California Lobster Trap Fishing Association (C-L-T-F-A) there were concerns about the potential impacts of the proposed MPAs.

Council discussed that there was a consensus that more information was needed before any decisions should be made by the State, and that concerns regarding potential negative impacts on fishing activities and beach enjoyment needed to be addressed. The Council appreciated Wildcoast's presentation of information at the public hearing but noted that the City had not been informed or engaged in advance, leaving little time to assess the full implications of the proposal. Therefore, the City is requesting that this proposal be moved to Bin 2.

C.2. Utility Underground Districts and Adopting District Boundary Maps for the Glenmont/Mar Vista/Marview UUD and the Nardo/Granados/Rios UUD. (File 0820-48)

Recommendation: That the City Council

1. Adopt **Resolution 2024-006**:
 - a. Authorizing payment of \$18,647 to SDG&E from the City's share of CPUC Rule 20A allocation for the redesign of the Glenmont/Mar Vista/Marview Utility Underground District.
 - b. Approving the Revised District Boundary Map for the Glenmont/Mar Vista/Marview Utility Underground District subject to final voting approval from the District property owners as outlined in the "Steps to Forming a Private Residential Utility Underground District" brochure.

2. Adopt **Resolution 2024-007**:
 - a. Authorizing payment of \$24,979 to SDG&E from the City's share of CPUC Rule 20A allocation for the redesign of the of the Nardo/Granados/Rios Utility Underground District.
 - b. Approving the Revised District Boundary Map for the Nardo/Granados/Rios Utility Underground District subject to final voting approval from the District property owners as outlined in the "Steps to Forming a Private Residential Utility Underground District" brochure.

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

[Item C.2. Supplemental Items \(9-25-24, 5:00pm\)](#)

Alyssa Muto, City Manager, introduced the item.

Deputy Mayor Edson disclosed that a small portion of her property interest is within 1,000 ft. of the project and could remain fair and impartial.

Mo Sammak, Engineering/Public Works Dir., presented a PowerPoint (on file) reviewing the projects.

Joe Gabaldon, SDG&E, presented a PowerPoint (on file).

Council, City Manager, Mr. Gabaldon, SDG&E representatives, and Staff discussion. (video of discussion on file)

Councilmember Becker recused herself having property interests within 500 ft. of the Nardo, Granados, Rios UUD.

Bob DeSimone, Richard Marcos, Connor Bates, Carla Hayes, Karen Griglak, and Jeff Becker spoke regarding the Nardo/Granados/Rios Utility Underground District.

Council, Staff, and SDG&E discussion.

Motion: Moved by Councilmember Zito and second by Mayor Heebner to adopt Resolution 2024-007 with modifications adopting the exterior boundary for the district and delegating authority to the City Manager to finalize any interior parcels that require exclusion due to easements or other constraints. **Approved 4/0/1.** Ayes: Heebner, Edson, MacDonald, Zito. Noes: None. Absent: Becker (recused). Motion carried.

Mayor Heebner recused herself from C.2. recommendation 1. (Glenmont) due to property interests within 500 feet of the project.

Phil Lane, Lawrence “Pete” Cohen, Ian Heidt, Kevin Shaw, Eric Lodge, Nathan Rose, Craig Faulkner, Shane Noroozi, and Diana Driscoll spoke regarding the Glenmont/Mar Vista/Marview Utility Underground District.

Council, Staff, and SDG&E discussion.

Motion: Moved by Councilmember Zito and second by Deputy Mayor Edson to adopt Resolution 2024-006 with modifications adopting the exterior boundary for the district and delegating authority to the City Manager to finalize any interior parcels that require exclusion due to easements or other constraints. **Approved 4/0/1.** Ayes: Edson, Becker, MacDonald, Zito. Noes: None. Absent: Heebner (recused). Motion carried.

Mayor Heebner recessed the meeting at 9:06 p.m. for a break and reconvened at 9:12 p.m.

C.3. General Fund Update (Unaudited) for Fiscal Year (FY) 2024. (File 0330-30)

Recommendation: That the City Council

1. Accept and file the General Fund Update for FY24.
2. Provide direction to Staff regarding whether to use an amount of the projected General Fund surplus to fund the PARS Irrevocable Trust for Pensions as part of a budget appropriation to the General Fund Unreserved Fund Balance, and other funds as determined by the Finance Department, in FY24.
3. Provide direction to Staff regarding whether to use an amount of the projected General Fund surplus to add funding to the Asset Replacement Fund as part of a budget appropriation to the General Fund Unreserved Fund Balance in FY24.
4. Provide direction to Staff regarding whether to use an amount of the projected General Fund surplus to add funding to the Facilities Replacement Fund as part of a budget appropriation to the General Fund Unreserved Fund Balance in FY24.
5. Approve **Resolution 2024-100** revising appropriations in the FY24 budget.
6. Authorize the City Treasurer to amend the FY24 budget accordingly.

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

Alyssa Muto, City Manager, introduced the item.

Rachel Jacobs, Finance Director, presented a PowerPoint (on file).

Council and Staff discussion. (video of discussion on file)

Motion: Moved by Councilmember Zito and second by Deputy Mayor Edson to approve with some specific General fund allocations of PARS \$1,067,341, OPEB \$197,860, Asset Replacement \$500,000, Facilities \$500,000 and from Measure S funds CIP Pavement \$500,000, CIP Stormwater \$500,000, and Marine Safety Center \$1,000,000. **Approved 5/0.** Ayes: Heebner, Edson, Becker, MacDonald, Zito. Noes: None. Motion Carried.

WORK PLAN COMMENTS:

Adopted June 26, 2024

COMPENSATION & REIMBURSEMENT DISCLOSURE:

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

COUNCIL COMMITTEE REPORTS: [Council Committees](#)

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

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

CITIZEN COMMISSION(S)

ADJOURN:

Mayor Heebner adjourned the meeting at 9:40 p.m.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: October 23, 2024
ORIGINATING DEPT: Finance – Rachel Jacobs, Finance Director
SUBJECT: Register of Demands

BACKGROUND:

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

Register of Demands: 09/21/2024 through 10/4/2024

Check Register - Disbursement Fund (Attachment 1)		\$	1,041,158.99
Net Payroll Staff P07	September 27, 2024		266,722.44
TOTAL		\$	1,307,881.43

DISCUSSION:

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

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The register of demands for September 21, 2024, through October 4, 2024, reflects total expenditures of \$1,307,881.43 from various City sources.

WORK PLAN: N/A

OPTIONS:

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

CITY COUNCIL ACTION: _____

CITY STAFF RECOMMENDATION:

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

A handwritten signature in blue ink, appearing to read 'Alyssa Muto', is written over a horizontal line.

Alyssa Muto, City Manager

Attachments:

1. Check Register – Disbursement Fund



City of Solana Beach

Register of Demands

9/21/2024 - 10/4/2024

Department Vendor	Description	Date	Check/EFT Number	Amount
100 - GENERAL FUND				
MISSION SQUARE PLAN 302817	Payroll Run 1 - Warrant P07	09/26/2024	9001695	\$12,711.31
SOLANA BEACH FIREFIGHTERS ASSOC	Payroll Run 1 - Warrant P07	09/26/2024	9001701	\$900.00
CALPERS	P07 457 CONT	09/27/2024	990120325	\$3,383.61
PRE-PAID LEGAL SERVICES, INC	GROUP#108410-SEP 24 PPD LEGAL	10/03/2024	107331	\$25.90
AFLAC	SEPTEMBER 24	10/03/2024	107311	\$914.88
STERLING HEALTH SERVICES, INC.	P07 FSA/DCA CONTRIBUTIONS	10/03/2024	9001713	\$2,106.98
STERLING HEALTH SERVICES, INC.	P07 FSA/DCA CONTRIBUTIONS	10/03/2024	9001713	\$1,825.04
SELF INSURED SERVICES COMPANY	OCT 24-DENTAL	10/03/2024	9001705	\$3,046.80
SELF INSURED SERVICES COMPANY	OCT 24-LIFE & ADD INS	10/03/2024	9001705	\$1,287.30
SELF INSURED SERVICES COMPANY	OCT 24-SUPP LIFE INS	10/03/2024	9001705	\$350.75
SELF INSURED SERVICES COMPANY	OCT 24-LTD	10/03/2024	9001705	\$1,181.07
INSTATAX	P07 TAXES	09/27/2024	990120328	\$44,822.52
INSTATAX	P07 TAXES	09/27/2024	990120328	\$2,568.68
INSTATAX	P07 TAXES	09/27/2024	990120328	\$10,262.24
INSTATAX	P07 TAXES	09/27/2024	990120328	\$18,360.89
INSTATAX	P07 TAXES	09/27/2024	990120328	\$2,609.20
PAYMENTUS CORPORATION	AUGUST 2024	09/26/2024	107296	\$383.43
FIDELITY SECURITY LIFE INSURANCE COMPANY	OCT 24-VISION GROUPID# 1051871	10/03/2024	107322	\$521.32
IAFF-MERP	SEP 24 FF TRUST PAYMENT	10/03/2024	9001715	\$4,975.00
TOTAL GENERAL FUND				\$112,236.92
1005100 - CITY COUNCIL				
US BANK	AU-COUNCIL BINDER SUPPLIES	09/26/2024	107277	\$96.69
TOTAL CITY COUNCIL				\$96.69
1005150 - CITY CLERK				
STAPLES CONTRACT & COMMERCIAL	PENS/NOTEBOOKS	09/26/2024	107306	\$85.35
US BANK	AI-REFUND PRIME CHARGE	09/26/2024	107277	(\$9.99)
US BANK	AI-REFUND ENCRYPTION SERVICE	09/26/2024	107277	(\$22.50)
US BANK	MB-TRAINING- TIME MANAGEMENT IN MUNI WORLD	09/26/2024	107277	\$60.00
US BANK	MB-TRAINING- FINDING BALANCE	09/26/2024	107277	\$60.00
US BANK	GZ-TRANSLATION SERVICES	09/26/2024	107277	\$7.00
GRANICUS INC	FY 25-RECORD REQUEST SOFTWARE	10/03/2024	107325	\$3,958.82
CORODATA RECORDS MANAGEMENT, INC	AUG 24- STORAGE	09/26/2024	107282	\$1,134.04
TOTAL CITY CLERK				\$5,272.72
1005200 - CITY MANAGER				
US BANK	AM-MEETING WITH CHAMBERS	09/26/2024	107277	\$18.67
US BANK	AU-STAFF CARDS	09/26/2024	107277	\$42.34
TOTAL CITY MANAGER				\$61.01
1005250 - LEGAL SERVICES				
BURKE WILLIAMS & SORENSEN	96-0001-PROF SVC	10/03/2024	9001706	\$7,735.00

BURKE WILLIAMS & SORENSEN	96-0002-PROF SVC	10/03/2024	9001706	\$136.00
BURKE WILLIAMS & SORENSEN	96-0006-PROF SVC	10/03/2024	9001706	\$1,904.00
BURKE WILLIAMS & SORENSEN	96-0014-PROF SVC	10/03/2024	9001706	\$2,130.20
BURKE WILLIAMS & SORENSEN	96-0037.004-PROF SVC	10/03/2024	9001706	\$4,297.60
BURKE WILLIAMS & SORENSEN	96-0040.002-PROF SVC	10/03/2024	9001706	\$126.80
BURKE WILLIAMS & SORENSEN	96-0040.04-PROF SVC	10/03/2024	9001706	\$261.80
BURKE WILLIAMS & SORENSEN	RETAIN-JUL 24	10/03/2024	9001706	\$13,441.00
TOTAL LEGAL SERVICES				\$30,032.40
1005300 - FINANCE				
HDL COREN & CONE	JUL-SEP 24 -CONTRACT SVC PROPERTY TAX & AUDIT	10/03/2024	9001708	\$3,871.17
AMAZON.COM SALES, INC	1FPL-HHLT-NTC1-DESK FAN/DISH SOAP	09/26/2024	9001689	\$38.33
AMAZON.COM SALES, INC	1FPL-HHLT-NTC1-PENS	09/26/2024	9001689	\$21.75
FOSTER & FOSTER CONSULTING ACTUARIES, IN	OPEB ACTUARIAL VALUATION - GASB 74/75 REPORT-	10/03/2024	107324	\$21,250.00
TOTAL FINANCE				\$25,181.25
1005350 - SUPPORT SERVICES				
STAPLES CONTRACT & COMMERCIAL	PAPER	10/03/2024	107335	\$359.36
CULLIGAN OF SAN DIEGO	SEP 24-EQUIPMENT-PW	09/26/2024	107285	\$73.00
CULLIGAN OF SAN DIEGO	AUG 24-WATER/SEP 24-EQUIPMENT-LC	09/26/2024	107285	\$55.25
CULLIGAN OF SAN DIEGO	AUG 24-WATER/SEP 24-EQUIPMENT-CH	09/26/2024	107285	\$150.18
BUSINESS PRINTING COMPANY INC	WINDOW ENVELOPES	10/03/2024	107315	\$1,171.21
AMAZON.COM SALES, INC	1FPL-HHLT-NTC1-DESK FAN/DISH SOAP	09/26/2024	9001689	\$19.84
TOTAL SUPPORT SERVICES				\$1,828.84
1005400 - HUMAN RESOURCES				
DEPARTMENT OF JUSTICE	AUG 24-FINGERPRINT APPS	10/03/2024	107319	\$32.00
US BANK	JB-RECRUITMENT ADVERTIZING SNR CIVIL ENG	09/26/2024	107277	\$125.00
US BANK	JB-FLSA&CALPERS COMPLIANCE	09/26/2024	107277	\$75.00
US BANK	JB-JR PLANNER PANEL LUNCH	09/26/2024	107277	\$79.61
US BANK	JB-JR PLANNER PANEL SUPPLIES	09/26/2024	107277	\$29.34
US BANK	PS-MOUSE (S. FRANCISDAKY)	09/26/2024	107277	\$70.63
US BANK	PS-FAX SERVICES	09/26/2024	107277	\$49.99
US BANK	PS-EXECUTIVE RETREAT SUPPLIES	09/26/2024	107277	\$54.36
US BANK	PS-EXECUTIVE RETREAT SUPPLIES	09/26/2024	107277	\$758.00
US BANK	AU-CITY LOGO KOOZIES	09/26/2024	107277	\$818.36
KAYLA MOSHKI	REIMB: PUBLIC SECTOR MNGMNT-MOSHKI	10/03/2024	9001709	\$2,000.00
TOTAL HUMAN RESOURCES				\$4,092.29
1005450 - INFORMATION SERVICES				
VERIZON WIRELESS-SD	670601022-00001 - 07/24/24-08/23/24	09/26/2024	107308	\$128.05
COX COMMUNICATIONS INC	0013410039730701-09/19/24-10/18/24	10/03/2024	107317	\$321.77
US BANK	MM-APPLE DEVICE MANAGER	09/26/2024	107277	\$672.00
US BANK	KM-CANVA SUBSCRIPTION	09/26/2024	107277	\$989.99
US BANK	KM-CONSTANT CONTACT	09/26/2024	107277	\$98.00
AT&T CALNET 3	9391053641 - 06/24/24-09/23/24-3 MONTHS	09/26/2024	107268	\$311.10
AT&T CALNET 3	9391012278 - 06/24/24-09/23/24 - 3 MONTHS	09/26/2024	107269	\$7,490.77
AT&T CALNET 3	9391012282 - 06/24/24-09/23/24 - 3 MONTHS	09/26/2024	107271	\$67.76
AT&T CALNET 3	9391062899 - 06/24/24-09/23/24-3 MONTHS	09/26/2024	107275	\$311.10
AMAZON.COM SALES, INC	1FPL-HHLT-NTC1-LAPTOP CHARGER	09/26/2024	9001689	\$160.72
AMAZON.COM SALES, INC	1FPL-HHLT-NTC1-INLINE COUPLER KEYSTONE JACK	09/26/2024	9001689	\$104.36
AMAZON.COM SALES, INC	1FPL-HHLT-NTC1-SURGE PROTECTOR POWER STRIP	09/26/2024	9001689	\$100.00
AMAZON.COM SALES, INC	1FPL-HHLT-NTC1-CABLE CONNECTORS	09/26/2024	9001689	\$17.17

AMAZON.COM SALES, INC	1FPL-HHLT-NTC1-HEADPHONES	09/26/2024	9001689	\$97.71
TOTAL INFORMATION SERVICES				\$10,870.50
1005550 - PLANNING				
CENTRAL SQUARE	08/25/24-09/28/24-ETRAKIT CITIZEN PORTAL & API	10/03/2024	9001707	\$1,620.00
AMAZON.COM SALES, INC	1FPL-HHLT-NTC1-CARD STOCK/FILE FOLDERS/DESK DRAWER	09/26/2024	9001689	\$20.96
AMAZON.COM SALES, INC	1FPL-HHLT-NTC1-NOTEPADS	09/26/2024	9001689	\$69.43
TOTAL PLANNING				\$1,710.39
1005560 - BUILDING SERVICES				
AMAZON.COM SALES, INC	1FPL-HHLT-NTC1-CARD STOCK/FILE FOLDERS/DESK DRAWER	09/26/2024	9001689	\$58.31
TOTAL BUILDING SERVICES				\$58.31
1005590 - CODE ENFORCEMENT				
DATATICKET INC.	JUL 25-PARKING CITE ADMIN	09/26/2024	107287	\$1,394.48
DATATICKET INC.	JUL 24-PARKING CITE ADMIN	09/26/2024	107287	\$1,057.48
DATATICKET INC.	AUG 24-PARKING CITE ADMIN FY 24/25	10/03/2024	107318	\$1,362.51
DATATICKET INC.	AUG 24-PARKING CITE ADMIN	10/03/2024	107318	\$1,405.00
US BANK	DW-CAR WASH/GAS	09/26/2024	107277	\$74.00
US BANK	DW-TRAINING REGULATION OF COMMERCIAL	09/26/2024	107277	\$90.00
DIAMOND MMP, INC.	PARKING CITATION NOTICES	10/03/2024	9001711	\$4,193.24
TOTAL CODE ENFORCEMENT				\$9,576.71
1006120 - FIRE DEPARTMENT				
VERIZON WIRELESS-SD	962428212-00001 - 07/29/24-08/28/24	09/26/2024	107308	\$729.00
SANTA FE IRRIGATION DISTRICT	005512-000-07/02/24-09/03/24	09/26/2024	107303	\$849.87
FIRE ETC.	MVP HOSE PACKS	10/03/2024	107323	\$1,304.89
REGIONAL COMMS SYS, MS 056 - RCS	AUG 24-FIRE RADIO	09/26/2024	107298	\$1,298.00
REGIONAL COMMS SYS, MS 056 - RCS	AUG 24-SHERIFF RADIO	09/26/2024	107298	\$796.50
REGIONAL COMMS SYS, MS 056 - RCS	AUG 24-CAP CODE	09/26/2024	107298	\$32.50
US BANK	JS-PAINT	09/26/2024	107277	\$42.38
US BANK	EP-WATER	09/26/2024	107277	\$68.70
US BANK	JS-NOISE CANCELLING HEADPHONES	09/26/2024	107277	\$21.74
FIRE STATS, LLC	AUG 24-MAINT & OPERATIONS	09/26/2024	107290	\$212.50
AT&T CALNET 3	9391059865 - 06/01/24-06/30/24	09/26/2024	107272	\$452.44
AT&T CALNET 3	9391059865 - 07/01/24-07/31/24	09/26/2024	107273	\$453.66
AT&T CALNET 3	9391059865 - 08/01/24-08/31/24	09/26/2024	107274	\$453.66
CHARLES MEAD	REIMB:REMS ROPE RESCUE LV 1-09/13-09/17/24-MEAD	10/03/2024	107329	\$1,100.00
NORTH COUNTY EVS, INC.	FIRE APPARATUS MAINT/REPAIRS	09/26/2024	107295	\$1,806.26
NORTH COUNTY EVS, INC.	FIRE APPARATUS MAINT/REPAIRS	09/26/2024	107295	\$16,041.86
NORTH COUNTY EVS, INC.	FIRE APPARATUS MAINT/REPAIRS	09/26/2024	107295	\$1,801.87
NORTH COUNTY EVS, INC.	FIRE APPARATUS MAINT/REPAIRS	09/26/2024	107295	\$1,188.79
BESTWAY LAUNDRY SOLUTIONS	WASHER REPAIR & PARTS-FS	10/03/2024	107314	\$993.77
TOTAL FIRE DEPARTMENT				\$29,648.39
1006130 - ANIMAL CONTROL				
HABITAT PROTECTION, INC	SEP 24- DEAD ANIMAL REMOVAL	09/26/2024	9001694	\$50.00
HABITAT PROTECTION, INC	SEP 24- DEAD ANIMAL REMOVAL	09/26/2024	9001694	\$160.00
SAN DIEGO HUMANE SOCIETY & S.P.C.A.	SEP 24-ANIMAL SERVICES	09/26/2024	107300	\$7,603.00
TOTAL ANIMAL CONTROL				\$7,813.00

1006150 - CIVIL DEFENSE

COUNTY OF SAN DIEGO-EMERGENCY SVC	FY 25-UDC MEMBERSHIP FEE	09/26/2024	107284	\$1,267.57
COUNTY OF SAN DIEGO-EMERGENCY SVC	FY 25-HIRT MEMBERSHIP	09/26/2024	107284	\$33,210.00
AT&T CALNET 3	9391012275-06/24/24-07/23/24	10/03/2024	107312	\$155.55
AT&T CALNET 3	9391012275-07/24/24-08/23/24	10/03/2024	107313	\$155.55

TOTAL CIVIL DEFENSE**\$34,788.67****1006170 - MARINE SAFETY**

VERIZON WIRELESS-SD	962428212-00001 - 07/29/24-08/28/24	09/26/2024	107308	\$152.04
CAMEO PAPER & JANITORIAL SUPPLY INC	TOWELS	09/26/2024	107278	\$78.74
US BANK	RM-HOT PACKS	09/26/2024	107277	\$30.29
US BANK	RM-GLOVES	09/26/2024	107277	\$55.44
US BANK	RM-COLD PACKS	09/26/2024	107277	\$53.16
US BANK	RM-FIRST AID SUPPLIES	09/26/2024	107277	\$563.14
US BANK	RM-TRIATHLON SUPPLIES	09/26/2024	107277	\$71.00
US BANK	RM-SCHEDULING SOFTWARE	09/26/2024	107277	\$245.99
US BANK	RM-FIRST AID SUPPLIES	09/26/2024	107277	\$38.90
US BANK	RM-2383 BATTERY REPLACEMENT	09/26/2024	107277	\$337.47
US BANK	EM-SDR-ALERT MEETING SUPPLIES	09/26/2024	107277	\$288.00
US BANK	EM-BUNGEE CORDS	09/26/2024	107277	\$65.77
US BANK	EM-UTV SERVICE	09/26/2024	107277	\$636.73
US BANK	EM-USLA ASSOCIATION DUES	09/26/2024	107277	\$40.00
US BANK	EM-CLEANING SUPPLIES	09/26/2024	107277	\$5.43
US BANK	GU-SCUBA TANK FILLS (3)	09/26/2024	107277	\$42.00
US BANK	GU-TRIATHLON SUPPLIES	09/26/2024	107277	\$101.31
US BANK	GU-CAUTION TAPE/STAKES/TAPE	09/26/2024	107277	\$128.73
US BANK	GU-STORAGE SHED	09/26/2024	107277	\$405.80
CULLIGAN OF SAN DIEGO	SEP 24-EQUIPMENT	09/26/2024	107286	\$16.62
AT&T CALNET 3	9391053651 - 06/25/24-07/24/24	09/26/2024	107266	\$308.43
AT&T CALNET 3	9391053651 - 07/25/24-08/24/24	09/26/2024	107267	\$320.36
AT&T CALNET 3	9391012281 - 06/25/24-09/24/24 - 3 MONTHS	09/26/2024	107270	\$398.92
BRZ PERFORMANCE, LLC	MS-SHIRTS/POLOS	09/26/2024	107265	\$1,525.00

TOTAL MARINE SAFETY**\$5,909.27****1006510 - ENGINEERING**

VERIZON WIRELESS-SD	362455526-00001 - 08/02/24-09/01/24	09/26/2024	107308	\$53.10
US BANK	DG-REFUND APWA MEETING	09/26/2024	107277	(\$30.00)
US BANK	DG-PUBLIC WORKS SEMINAR -AA/EM	09/26/2024	107277	\$698.00
WEST COAST CIVIL, INC	AUG 24-WEST COAST CIVIL ENGINEERING SERVICES	09/26/2024	107309	\$5,225.00

TOTAL ENGINEERING**\$5,946.10****1006520 - ENVIRONMENTAL SERVICES**

VERIZON WIRELESS-SD	362455526-00001 - 08/02/24-09/01/24	09/26/2024	107308	\$53.10
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	09/26/2024	107294	\$14.80
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	09/26/2024	107294	\$14.80
SAN ELIJO JPA	Q2-FY25-OPERATIONS & MAINTENANCE	09/26/2024	107302	\$3,139.00
MIKHAIL OGAWA ENGINEERING, INC.	AUG 24- STORMWATER PROGRAM	09/26/2024	9001696	\$10,618.37
DOG WASTE DEPOT	DOG WASTE BAGS	10/03/2024	107321	\$2,482.17
CLEAN EARTH ENVIROMENTAL SOLUTIONS	AUG 24- HHW COLLECTION	09/26/2024	107280	\$1,254.76
IDRAINS LLC	P-STORMDRAIN MAINT AND VIDEO INSPECTIONS	09/26/2024	107263	\$3,190.00
IDRAINS LLC	O-STORMDRAIN MAINT AND VIDEO INSPECTIONS	09/26/2024	107263	\$5,360.00

TOTAL ENVIRONMENTAL SERVICES**\$26,127.00**

1006530 - STREET MAINTENANCE

VERIZON WIRELESS-SD	362455526-00001 - 08/02/24-09/01/24	09/26/2024	107308	\$53.10
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	09/26/2024	107294	\$24.07
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	09/26/2024	107294	\$24.07
DIXIELINE LUMBER CO INC	BLACK TOP PATCH	10/03/2024	107320	\$179.33
DIXIELINE LUMBER CO INC	TAPE/PLIERS	10/03/2024	107320	\$56.85
US BANK	DH-WATER	09/26/2024	107277	\$12.72
BILL SMITH FOREIGN CAR SERVICE INC	OIL CHANGE/FILTER	09/26/2024	107276	\$72.31

TOTAL STREET MAINTENANCE**\$422.45****1006540 - TRAFFIC SAFETY**

VERIZON WIRELESS-SD	362455526-00001 - 08/02/24-09/01/24	09/26/2024	107308	\$37.93
ZUMAR INDUSTRIES INC	SIGN POSTS/ANCHORS/SIGN ASSC.	09/26/2024	107310	\$1,380.68
REDFLEX TRAFFIC SYSTEMS, INC	JUL 24- RED LIGHT CAMERA ENFORCEMENT	09/26/2024	9001699	\$7,879.50
REDFLEX TRAFFIC SYSTEMS, INC	AUG 24- RED LIGHT CAMERA ENFORCEMENT	09/26/2024	9001699	\$7,879.50
ALL CITY MANAGEMENT SERVICES, INC	CROSSING GUARDS-09/01/24-09/14/24	10/03/2024	9001704	\$11,328.13

TOTAL TRAFFIC SAFETY**\$28,505.74****1006550 - STREET CLEANING**

PRIDE INDUSTRIES	AUG 24-TRASH ABATEMENT SERVICES	09/26/2024	107297	\$1,998.13
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TOTAL STREET CLEANING**\$1,998.13****1006560 - PARK MAINTENANCE**

VERIZON WIRELESS-SD	362455526-00001 - 08/02/24-09/01/24	09/26/2024	107308	\$75.85
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	09/26/2024	107294	\$17.59
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	09/26/2024	107294	\$17.59
DIXIELINE LUMBER CO INC	LUMBER	10/03/2024	107320	\$18.96
DIXIELINE LUMBER CO INC	FLOORING KNIFE/ROCK SALT	10/03/2024	107320	\$45.76
SANTA FE IRRIGATION DISTRICT	07/02/24-09/03/24-005979-001	10/03/2024	107334	\$127.63
W.W. GRAINGER, INC	SCREWDRIVER BIT/HOSE/COUPLING KEY	09/26/2024	9001693	\$135.99
US BANK	LC-FLEXBOND MORTAR	09/26/2024	107277	\$78.51
US BANK	LC-SCREWS/DRILL BITS	09/26/2024	107277	\$123.15
US BANK	LC-STRING TRIMMER HEAD	09/26/2024	107277	\$20.55
US BANK	LC-BASKET BALL NET	09/26/2024	107277	\$30.40
US BANK	LC-STAINLESS STEEL GRATING CLIP	09/26/2024	107277	\$37.65
US BANK	DH-PAINT/PAINTING SUPPLIES	09/26/2024	107277	\$62.11
STANDARD PLUMBING SUPPLY COMPANY	KITCHEN PULLOUT FAUCET/TEFLON TAPE/CHATEAU PK	09/26/2024	107305	\$277.23

TOTAL PARK MAINTENANCE**\$1,068.97****1006570 - PUBLIC FACILITIES**

DIXIELINE LUMBER CO INC	PLIERS/INSECT REPELLANT	10/03/2024	107320	\$38.14
DIXIELINE LUMBER CO INC	PLUMBER PUTTY/GLOVES/GRID DRAIN	10/03/2024	107320	\$50.86
DIXIELINE LUMBER CO INC	STAKES/DOOR STOP	10/03/2024	107320	\$58.49
DIXIELINE LUMBER CO INC	BUNGEE CORDS/LUMBER	10/03/2024	107320	\$83.74
DIXIELINE LUMBER CO INC	CABLE TIES/GLOVES	10/03/2024	107320	\$53.31
DIXIELINE LUMBER CO INC	GRID DRAIN/HACKSAW BLADE	10/03/2024	107320	\$28.36
LEE'S LOCK & SAFE INC	LEVER LOCK REPAIR	09/26/2024	107292	\$315.37
SAN ELIJO JPA	Q2-FY25-OPERATIONS & MAINTENANCE	09/26/2024	107302	\$4,389.00
SEASIDE HEATING & AIR CONDITIONING	AUG 24-HVAC SERVICES AT CITY FACILITIES	09/26/2024	107304	\$240.00
US BANK	LC-SHOWER TRIM SET	09/26/2024	107277	\$57.22
US BANK	LC-CLIPS HOLDER FLUORESCENT TUBE LIGHT	09/26/2024	107277	\$16.94
US BANK	LC-SCREWS	09/26/2024	107277	\$4.69

24 HOUR ELEVATOR, INC	SEP 24- ELEVATOR PREVENTATIVE MAINT/REPAIR	09/26/2024	107262	\$204.20
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-PW	10/03/2024	107316	\$161.57
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-CH	10/03/2024	107316	\$371.94
SUNBELT RENTALS, INC.	SCISSORLIFT	10/03/2024	107336	\$500.00
SUNBELT RENTALS, INC.	SCISSORLIFT	10/03/2024	107336	\$120.50
STANDARD PLUMBING SUPPLY COMPANY	CLOSET SPUD	09/26/2024	107305	\$14.13
STANDARD PLUMBING SUPPLY COMPANY	CLOSET FL VALVE/CLOSET SPUD	09/26/2024	107305	\$187.42
STANDARD PLUMBING SUPPLY COMPANY	CLOSET VALVE	09/26/2024	107305	\$173.29
PRIDE INDUSTRIES	AUG 24-TRASH ABATEMENT SERVICES	09/26/2024	107297	\$1,998.12
TOTAL PUBLIC FACILITIES				\$9,067.29
1007100 - COMMUNITY SERVICES				
STAPLES CONTRACT & COMMERCIAL	CARDSTOCK/PENCILS	10/03/2024	107335	\$18.33
TOTAL COMMUNITY SERVICES				\$18.33
1007110 - GF-RECREATION				
US BANK	KW-LC MOVIE NIGHT FILM LICENSE	09/26/2024	107277	\$415.00
RAPHAEL'S PARTY RENTALS	GENERATORS-DIA DE LOS MUERTOS-10/18/24	10/03/2024	107332	\$295.50
MATTHEW JAMES BASSON	STAGE RENTAL-DIA DE LOS MUERTOS-10/19/24	10/03/2024	107328	\$3,500.00
TOTAL GF-RECREATION				\$4,210.50
1205460 - SELF INSURANCE RETENTION				
GEORGE HILLS COMPANY, INC.	GL CLAIMS SERVICES	09/26/2024	9001692	\$71.40
DEAN GAZZO ROISTACHER LLP	AUG 24-2308.MACDONALD PROF SVC	09/26/2024	107288	\$1,009.00
TOTAL SELF INSURANCE RETENTION				\$1,080.40
1255465 - WORKERS COMPENSATION				
RANDALL LOFTIS	1764-WC-17-0300001MajPPD	09/27/2024	1000807	\$580.00
PAUL C MURPHY MD	1764-WC-17-0300001DOCTOR	09/30/2024	1000810	\$122.22
SAN DIEGO HEART AND MEDICAL CLINIC	1764-WC-09-0300015DOCTOR	09/30/2024	1000817	\$130.47
PINNACOL ASSURANCE	FY25 Q1-POLICY 4236357	10/03/2024	107330	\$496.00
CORVEL ENTERPRISE COMP INC.	JUL 25- CLAIMS SERVICES	09/26/2024	107283	\$38.00
CORVEL ENTERPRISE COMP INC.	AUG 24 CLAIMS SERVICES	09/26/2024	107283	\$1,738.00
CORVEL ENTERPRISE COMP INC.	AUG 24 CLAIMS SERVICES	09/26/2024	107283	\$250.00
CORVEL	BILL REVIEW ALE	09/30/2024	1000818	\$35.03
CORVEL	BILL REVIEW ALE	09/25/2024	1000806	\$9.83
CORVEL	BILL REVIEW ALE	09/30/2024	1000811	\$13.50
CORVEL	BILL REVIEW ALE	09/30/2024	1000812	\$9.83
CORVEL	BILL REVIEW ALE	09/30/2024	1000819	\$12.48
CORVEL	BILL REVIEW ALE	09/23/2024	1000804	\$9.83
CORVEL	BILL REVIEW ALE	09/30/2024	1000814	\$9.83
CORVEL	BILL REVIEW ALE	09/30/2024	1000816	\$9.50
CORVEL	BILL REVIEW ALE	09/30/2024	1000809	\$12.48
OCCUPATIONAL HEALTH CENTERS OF CALIFOR	1764-WC-24-0300012DOCTOR	09/30/2024	1000815	\$33.67
CAREIQ	1764-WC-17-0300001PHYS THERAPY	09/25/2024	1000805	\$145.69
CAREIQ	1764-WC-24-0300012PHYS THERAPY	09/30/2024	1000813	\$126.56
HEALTHLIFT PHARMACY SERVICES, LLC	1764-WC-25-0300002RX	09/30/2024	1000808	\$20.83
TOTAL WORKERS COMPENSATION				\$3,803.75
1355200 - ASSET REPLACEMENT-CTY MNGR				
TYLER TECHNOLOGIES, INC.	SEP 24-REMOTE IMPLEMENTATION	10/03/2024	107337	\$1,013.32
TYLER TECHNOLOGIES, INC.	AUG 24-REMOTE IMPLEMENTATION	10/03/2024	107337	\$1,519.98
TOTAL ASSET REPLACEMENT-CTY MNGR				\$2,533.30

1355300 - ASSET REPLACEMENT-FINANCE

TYLER TECHNOLOGIES, INC.	SEP 24-REMOTE IMPLEMENTATION	10/03/2024	107337	\$386.68
TYLER TECHNOLOGIES, INC.	AUG 24-REMOTE IMPLEMENTATION	10/03/2024	107337	\$580.02
TOTAL ASSET REPLACEMENT-FINANCE				\$966.70

1355550 - ASSET REPLACEMENT-COMM DEVEL

US BANK	CA-PLANNING CONFERENCE ROOM CHAIRS	09/26/2024	107277	\$1,196.14
US BANK	JL-PLANNING CONFERENCE ROOM CHAIRS	09/26/2024	107277	\$1,028.99
TOTAL ASSET REPLACEMENT-COMM DEVEL				\$2,225.13

1605360 - OPEB OBLIGATION

MIDAMERICA	OCTOBER 24	10/03/2024	9001710	\$8,805.00
TOTAL OPEB OBLIGATION				\$8,805.00

2047520 - MID 9C SANTA FE HILLS

SANTA FE HILLS HOA	SEP 24-FY25 SANTA FE HILLS HOA MID	10/03/2024	9001712	\$18,625.00
SANTA FE HILLS HOA	AUG 24- SANTA FE HILLS HOA MID	09/26/2024	9001700	\$18,625.00
TOTAL MID 9C SANTA FE HILLS				\$37,250.00

2057530 - MID 9E ISLA VERDE

ISLA VERDE HOA	AUG 24- ISLA VERDE HOA MID	09/26/2024	107291	\$433.33
ISLA VERDE HOA	SEP 24-FY25 ISLA VERDE HOA MID	10/03/2024	107327	\$433.33
TOTAL MID 9E ISLA VERDE				\$866.66

2077550 - MID 9H SAN ELIJO #2

SAN ELIJO HILLS II HOA	SEP 24-FY25 SAN ELIJO HOA MID	10/03/2024	107333	\$11,100.00
SAN ELIJO HILLS II HOA	AUG 24-SAN ELIJO HOA MID	09/26/2024	107301	\$11,100.00
TOTAL MID 9H SAN ELIJO #2				\$22,200.00

2117600 - STREET LIGHTING DISTRICT

VERIZON WIRELESS-SD	362455526-00001 - 08/02/24-09/01/24	09/26/2024	107308	\$15.17
TOTAL STREET LIGHTING DISTRICT				\$15.17

2135550 - DEVELOPER PASS-THRU- PLANNING

HELIX ENVIRONMENTAL	DRP24001-JUN 24	10/03/2024	107326	\$1,959.45
TOTAL DEVELOPER PASS-THRU- PLANNING				\$1,959.45

2465200 - MISC GRANTS - CM

SOLANA CENTER FOR ENVIRONMENTAL INNOV	AUG 24-SB1383 FOOD RECOVERY TA AND OUTREACH	09/26/2024	9001702	\$3,363.96
STAPLES CONTRACT & COMMERCIAL	CARDSTOCK/PENCILS	10/03/2024	107335	\$17.09
TOTAL MISC GRANTS - CM				\$3,381.05

2505570 - COASTAL BUSINESS/VISITORS

US BANK	KW-MOVIE NIGHT EVENT REFRESHMENTS	09/26/2024	107277	\$168.03
US BANK	KW-MOVIE NIGHT EVENT REFRESHMENTS	09/26/2024	107277	\$318.40
US BANK	KW-MOVIE NIGHT GIVE AWAY	09/26/2024	107277	\$150.00
TOTAL COASTAL BUSINESS/VISITORS				\$636.43

2557110 - CAMP PROGRAMS

US BANK	KW-CAMP ADMISSIONS	09/26/2024	107277	\$375.00
US BANK	KW-CAMP ADMISSIONS	09/26/2024	107277	\$893.00
US BANK	KW-CAMP SUPPLIES	09/26/2024	107277	\$194.72
US BANK	JP-PAZANOWSKI EMT RECERTIFICATION	09/26/2024	107277	\$71.75
US BANK	JP-SCHEDULING SOFTWARE	09/26/2024	107277	\$12.00
US BANK	EM-JG STAFF APPRECIATION	09/26/2024	107277	\$142.40
US BANK	EM-JG STAFF APPRECIATION	09/26/2024	107277	\$19.53
BRZ PERFORMANCE, LLC	MS-SHIRTS/POLOS	09/26/2024	107265	\$995.00
TOTAL CAMP PROGRAMS				\$2,703.40

2706120 - PUBLIC SAFETY- FIRE

VERIZON WIRELESS-SD	962428212-00001 - 07/29/24-08/28/24	09/26/2024	107308	\$114.03
ENTERPRISE RENT A CAR	STRIKTM-PARK FIRE-07/29/24-08/21/24	09/26/2024	107289	\$2,569.13
ROBERT BARRON	STRKTM-REIMB: PARK FIRE CFAA-07/29/24-08/22/24	09/26/2024	107299	\$669.31
LIFE-ASSIST, INC	CSA.17-SIMULAIDS CRITICAL AIRWAY MANGMNT TRAINER	09/26/2024	107293	\$1,706.71
AMR	CSA.17-NEEDLES/WIFI CAMERA KIT	09/26/2024	107264	\$1,215.25
NATIONWIDE MEDICAL SURGICAL INC	CSA.17-EPINEPHRINE	09/26/2024	9001697	\$419.40
NATIONWIDE MEDICAL SURGICAL INC	CSA.17-AFLURIA/APLISOL TEST	09/26/2024	9001697	\$593.20
CARDIO PARTNERS INC	CSA.17-AEDS SUPPLIES/BATTERY	09/26/2024	107279	\$2,096.25
TOTAL PUBLIC SAFETY- FIRE				\$9,383.28

4506190 - SAND REPLNSHMNT/RETENTION

WARWICK GROUP CONSULTANTS, LLC	APR 24-CONSULTING SERVICES	09/26/2024	9001703	\$5,833.00
TOTAL SAND REPLNSHMNT/RETENTION				\$5,833.00

4595450 - MISC.CAPITALPROJECTS-IS

AMAZON.COM SALES, INC	1FPL-HHLT-NTC1-PC MOUNT/MONITOR/WALL MOUNT BRACKET	09/26/2024	9001689	\$856.50
AMAZON.COM SALES, INC	1FPL-HHLT-NTC1-WIRE HIDING KIT FOR WALL MOUNT	09/26/2024	9001689	\$28.26
TOTAL MISC.CAPITALPROJECTS-IS				\$884.76

4596510 - MISC.CAPITALPROJECTS-ENG

COFFMAN ENGINEERS INC.	AUG 24-#9397 FIRE STATION GENERATOR DESIGN	09/26/2024	107281	\$8,778.25
TOTAL MISC.CAPITALPROJECTS-ENG				\$8,778.25

5097700 - SANITATION

VERIZON WIRELESS-SD	362455526-00001 - 08/02/24-09/01/24	09/26/2024	107308	\$15.17
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	09/26/2024	107294	\$9.26
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	09/26/2024	107294	\$9.26
SAN ELIJO JPA	Q2-FY25-OPERATIONS & MAINTENANCE	09/26/2024	107302	\$567,926.00
US BANK	#6712205300-CITY SB 2017 WASTE WATER	09/26/2024	107307	\$2,535.00
TOTAL SANITATION				\$570,494.69

6718510 - BARBARA UNDERGROUNDING-DS

WILLDAN	FY25 Q1-LOCAL IMPROVEMENT DISTRICT	10/03/2024	9001714	\$293.70
TOTAL BARBARA UNDERGROUNDING-DS				\$293.70

6728520 - PACIFIC UNDERGROUNDING-DS

WILLDAN	FY25 Q1-LOCAL IMPROVEMENT DISTRICT	10/03/2024	9001714	\$262.88
TOTAL PACIFIC UNDERGROUNDING-DS				\$262.88

6738530 - MARSOLAN UNDERGROUNDNG-DS

WILLDAN	FY25 Q1-LOCAL IMPROVEMENT DISTRICT	10/03/2024	9001714	\$260.12
TOTAL MARSOLAN UNDERGROUNDNG-DS				\$260.12

REPORT TOTAL:**\$1,041,158.99**



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: October 23, 2024
ORIGINATING DEPT: Human Resources/City Clerk’s – Pouneh Sammak, Human Resources Director
SUBJECT: **Authorizing Professional Service Agreements for Temporary Staffing Services**

BACKGROUND:

City Departments at various times may have vacancies that require temporary staffing to backfill the positions until they are permanently filled. Due to a retirement in February 2024, the City Clerk’s Department has had a vacancy in the Management Analyst position, and temporary staffing has been utilized to backfill the position. These temporary services were obtained by Kforce Staffing for Fiscal Year (FY) 2023/2024.

The City Clerk’s Department hired temporary staff in 2024; however, the position has since been vacated. Therefore, while the City works to reissue the recruitment for this position, the Department is still in need of assistance and temporary staffing and would like to continue obtaining services through Kforce Staffing.

This item is before City Council (Council) to consider adoption of Resolution 2024-103 (Attachment 1) authorizing the City Manager to execute a Professional Services Agreement with the option to extend the agreement for four (4) additional one (1) year periods, or parts thereof, to provide necessary temporary staffing for coverage in the City Clerk’s Office, and any other City Department, as needed.

DISCUSSION:

Temporary Staffing Costs – Management Analyst Vacancy

Temporary staffing services have continued to be used to provide coverage for the vacant Management Analyst position in the City Clerk’s Department, utilizing Kforce Staffing.

COUNCIL ACTION:

Council approval for continued use of these services is required as the total cost for Kforce agreement will exceed the City Manager's approval authority.

Staff is requesting Council authorization for the City Manager to execute a Professional Services Agreement (Attachment 2) in the amount not to exceed \$65,000 per year with Kforce Staffing Inc. with the City's option to extend the agreement for four (4) additional one (1) year periods, or parts thereof, as needed.

CEQA COMPLIANCE STATEMENT: N/A

FISCAL IMPACT:

The total costs for temporary staffing services are anticipated to not exceed \$65,000 per year, if extended. Any temporary staffing service would be in lieu of a budgeted part-time or full-time position(s) for base salary and benefits. Because the position in the City Clerk's Department is vacant there is a cost savings that exists to cover the costs of temporary staffing services.

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments / modifications.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council:

1. Approve Resolution 2024-103 authorizing the City Manager to execute a Professional Services Agreement with Kforce Staffing Inc for Temporary Staffing Services with the option to extend the agreement for four (4) additional one (1) year periods, or parts thereof, as needed for a not-to-exceed amount of \$65,000 per year.


Alyssa Muto, City Manager

Attachments:

1. Resolution 2024-103
2. Kforce Staffing Inc. Agreement

RESOLUTION 2024-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KFORCE STAFFING, INC.

WHEREAS, a vacancy within the City Clerk's Department requires the assistance of temporary staff from an employment agency to cover the position; and

WHEREAS, the City may use temporary staff from an employment agency to cover additional vacancies, as needed; and

WHEREAS, the proposed Professional Services Agreement with Kforce Staffing, Inc. will allow the City to cover the vacancy within the City Clerk's Department and any other vacant positions within the City, as needed; and

WHEREAS, temporary staffing coverage for vacant positions at the City have an estimated cost of \$65,000 per contract year; and

WHEREAS, the proposed Professional Services Agreement would provide temporary staffing until June 30, 2025; and

WHEREAS, the City Manager may extend the agreement for up to (4) four additional one year periods.

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

1. That the above recitations are true and correct.
2. That the City Council authorizes the City Manager to execute a Professional Services Agreement with Kforce Staffing, Inc. with the option to extend the agreement for four (4) additional one (1) year periods, or parts thereof, to provide necessary temporary staffing for coverage in the City Clerk's Office, and any other City Department as needed for an amount not to exceed \$65,000 per contract year.

PASSED AND ADOPTED this 23rd day of October, 2024, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



(CONTRACT NO. 99652)

CLIENT SERVICES AGREEMENT

This Agreement (hereinafter the "Agreement"), is effective 07/01/2024, between Kforce Inc., a Florida corporation ("KFORCE") with its principal office at 1001 East Palm Avenue, Tampa, FL 33605 and SOLANA BEACH, CITY OF ("CLIENT") with offices at 635 S Highway 101, Solana Beach, CA, 92075-2297 and sets forth the terms and conditions by which KFORCE's office will provide professional flexible consultant personnel, (hereinafter "Consultant(s)") to CLIENT.

Whereas, KFORCE is in the business of providing professional consultants (hereinafter the "KFORCE Consultant(s)" or "Consultant");

Whereas, CLIENT is in need of the services of KFORCE and KFORCE has represented that it can meet CLIENT's needs; and

Whereas, the City Council of the CLIENT authorized entry into this Agreement on October 23, 2024.

NOW, THEREFORE, in consideration of the covenants and the agreements contained herein, KFORCE and CLIENT agree as follows:

For purposes of this Agreement, "KFORCE" and its corresponding obligations hereunder shall only apply to services provided by KFORCE's La Jolla, CA office for Information Technology and Finance & Accounting services.

- 1. Scope of Services.** Specific Consultant assignments will be set forth in a KFORCE work order ("Work Order"). CLIENT will not change Consultant's job duties without KFORCE's prior consent and will provide Consultants with a safe worksite and appropriate information, training and safety equipment with respect to hazardous substances or conditions to which they may be exposed at CLIENT's worksite. Unless otherwise agreed to by KFORCE, Consultants are not authorized to and shall not transport or handle cash, negotiable instruments or other valuables of any kind; render an opinion on financial statements or sign any financial statement or tax return while on assignment; or operate automotive equipment or any other machinery of any kind while on assignment.
- 2. Acceptance of Service.** CLIENT shall approve time sheets for each Consultant promptly at the end of each week. CLIENT's approval of time sheets shall be by its signature or, if electronic time sheets are used, by the approval method in the electronic timekeeping system. Such approval shall not constitute acceptance of the work performed by the KFORCE Consultant(s), but shall constitute approval of the number of hours and CLIENT's agreement to pay KFORCE. Acceptance by CLIENT shall not be unreasonably withheld. Any refusal to accept shall be noted on the time sheet for the relevant week with a written explanation of the reasons that the hours are not acceptable. Failure to so note such refusal shall constitute acceptance. CLIENT will pay KFORCE for all time expended and expenses incurred by KFORCE Consultants, as set forth in the time sheets, at the rate specified on the applicable Work Order. CLIENT shall promptly address any issues with the quality of the KFORCE Consultant(s)' work product and the parties shall cooperate in good faith to resolve any such issues. Payment shall not constitute a waiver of any claim with respect to the quality of the work product.
- 3. Invoicing and Payment.** Bill rates do not include applicable state sales taxes. CLIENT is solely responsible for payment of state sales taxes and shall either pay KFORCE, as invoiced, or shall provide to KFORCE documentation exempting CLIENT from payment of sales tax. KFORCE shall invoice CLIENT weekly. Invoices will list each Consultant assigned to CLIENT and all applicable charges, sales taxes, and expenses, by Consultant. CLIENT shall pay KFORCE the invoiced amount within Net 30 days of the invoice date (the "Due Date"). CLIENT shall pay interest on any amount not paid to KFORCE by the Due Date at the maximum rate of interest permitted where the services are performed. The total cost for all work described in the Scope of Services and Fee shall not exceed Sixty-Five Thousand Dollars (\$65,000.00) annually without prior written authorization from CLIENT in the form of a written extension or amendment to this Agreement. The City shall have the option to extend the agreement for four (4) additional one (1) year periods or parts thereof for an amount not to exceed Sixty-Five Thousand Dollars (\$65,000.00) per agreement year. Extensions shall be in the sole discretion of the CLIENT's City Manager and shall be based upon KFORCE's satisfactory past performance, CLIENT needs, and appropriation of funds by the CLIENT's City Council. The CLIENT shall give written notice to KFORCE prior to exercising the option.
- 4. Rates for Services.** During the first quarter of each calendar year this Agreement remains in effect, KFORCE may modify the then-existing rates and/or fees by percentages commensurate with increases to SUTA, FUTA, Social Security rates

and/or wage bases, as well as Medicare rates, increases in benefit costs (including any mandated health/medical cost), and other factors such as labor rate increases and wage inflation by providing CLIENT at least thirty (30) day's prior written notice.

- 5. Term and Termination.** This Agreement shall remain in effect until terminated by either party or until the maximum amount of services authorized by this Agreement and any amendments thereto have been provided, whichever is earlier. CLIENT shall provide at least 24 hours prior written notice to KFORCE of termination. Notwithstanding any other provision in this Agreement, CLIENT may immediately terminate any KFORCE Consultant for the following behavior: (a) insubordination or failure to follow instructions; (b) unexcused failure to report to work; or (c) bad acts, including, but not limited to, theft, or violence, or the attempt or threat of same. CLIENT will pay KFORCE for all work performed through the effective date of termination. If a Consultant leaves or is unable to perform the services, KFORCE will notify the CLIENT and endeavor to replace the Consultant with another of similar qualifications, unless CLIENT terminates the Work Order. If KFORCE is unable to find a replacement, CLIENT's sole recourse shall be to terminate the Work Order. In the event that KFORCE plans to terminate without cause or reassign any KFORCE Consultant(s) performing services under this Agreement as KFORCE's employee(s), it shall give CLIENT at least 30 days prior written notice. If KFORCE plans to terminate any KFORCE Consultant for cause, it shall give CLIENT written notice as soon as possible. If any KFORCE Consultant providing services under this Agreement has terminated his or her relationship with KFORCE, KFORCE shall notify CLIENT in writing of such termination upon receipt of notice from the KFORCE Consultant.
- 6. Non-Solicitation.** CLIENT agrees that while Consultant is providing services under this Agreement, and for 12 months thereafter (regardless of the reason for termination), CLIENT will not solicit for employment, retain the services of, employ, or contract with any Consultant who is providing or has provided services related to this Agreement ("Non-Solicitation Period"), whether directly or through another company. Additionally, during the Non-Solicitation Period, CLIENT may not, whether directly or through another company, solicit for employment, retain, employ, or contract with: (i) any KFORCE employee; or (ii) any Consultant or candidate submitted by KFORCE for any position with CLIENT. "Solicit" means the direct targeting and seeking out of such person and does not include general public solicitation notices or where such person independently seeks out the CLIENT. If CLIENT violates this Section, CLIENT shall, without limiting KFORCE's other remedies, as liquidated damages and not a penalty, pay a fee equal to 30% of such Consultant's or employee's expected annual base earnings with CLIENT.
- a. Right to Hire.* If CLIENT would like to employ a Consultant who has provided services under this Agreement during the Non-Solicitation Period, CLIENT shall notify KFORCE and not communicate the request to or through the Consultant. If CLIENT has received KFORCE's consent and paid all outstanding invoices, CLIENT may hire the Consultant upon payment of a percentage of the Consultant's annual base earnings with CLIENT (the "Conversion Fee") set forth below:

Hours of Service Provided Prior to Conversion	0-173	174-347	348-520	521-693	694-867	868-1040	>1040
Conversion Fee	20%	18%	15%	12%	10%	5%	0

- 7. Confidentiality.** KFORCE will instruct its Consultants to keep confidential all CLIENT information designated as confidential by CLIENT. CLIENT will keep confidential all KFORCE information designated as confidential by KFORCE. KFORCE acknowledges that none of the foregoing is intended to and shall not limit the CLIENT's compliance with applicable law, including the California Public Records Act.
- 8. Intellectual Property.** The products of the services shall be the sole and exclusive property of CLIENT. The parties agree that such products shall be works made for hire within the meaning of the U.S. Copyright Act and for all such products CLIENT shall have the right to obtain in its own name patents or copyrights for the protection of its rights. KFORCE shall not to use, sell, transfer, or assign any product that belongs solely and exclusively to CLIENT.
- 9. Indemnification.** Subject to Section 10, KFORCE agrees to indemnify, defend (with counsel acceptable to CLIENT), and hold harmless the CLIENT, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of KFORCE, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this Agreement. KFORCE's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. KFORCE's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The parties expressly agree that any payment, attorney's fees, costs or expense CLIENT incurs or makes to or on behalf of an injured employee under the KFORCE's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

Except for workers' compensation claims, CLIENT agrees to indemnify and hold harmless KFORCE, its officers, agents, employees and consultants from and against any and all liability to third parties for bodily injury, death, or physical damage to tangible property to the extent proximately caused by the negligent errors, acts, or omissions of CLIENT, as judicially determined by a court of competent jurisdiction. If, in contravention of Section 1 hereof, a KFORCE Consultant transports or handles cash, negotiable instruments or other valuables, or renders an opinion or signs any financial statement or tax return or operates any equipment or machinery at CLIENT's request while on assignment with CLIENT, CLIENT accepts

full responsibility for and will hold KFORCE harmless from all resulting loss, theft, claims, penalties, assessments, bodily injury, death, property damage, fire, collision and public liability claims.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL KFORCE, ITS EMPLOYEES, CONSULTANTS, OR CONTRACTORS BE LIABLE FOR ANY LOSS OF REVENUE OR PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THEY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NO WARRANTIES, EXPRESS OR IMPLIED, APPLY TO ANY PRODUCTS RESULTING FROM THE SERVICES. EXCEPT AS OTHERWISE PROVIDED HEREIN ALL CLAIMS AGAINST KFORCE MUST BE MADE IN WRITING AND BROUGHT WITHIN 1 YEAR OF THE DATE OF PERFORMANCE ON WHICH SUCH CLAIM IS BASED. THE FOREGOING LIMITATION OF LIABILITY SHALL ONLY APPLY TO BREACH OF CONTRACT CLAIMS AND SHALL NOT APPLY TO TORT CLAIMS OR KFORCE'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

11. INSURANCE

- a. KFORCE shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by KFORCE, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CLIENT's Risk Manager.
- b. **Types and Amounts Required.** KFORCE shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:
 - 1 **Commercial General Liability (CGL).** KFORCE shall maintain CGL insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than \$2,000,000.00 per occurrence and subject to an annual aggregate of \$4,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If KFORCE maintains higher limits than the limits shown above, the CLIENT shall be entitled to coverage for the higher limits maintained by KFORCE. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualification as KFORCE's primary policy. Any general liability policy, including any excess or umbrella policies being used to meet the required limits of insurance, shall contain, or be endorsed to contain the following provisions:
 - i. The City of Solana Beach, its officers, officials, employees, and representatives shall be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of KFORCE including materials, parts, or equipment furnished in connection with such work or operations. The CLIENT's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CLIENT.
 - ii. The policies are primary and non-contributory to any insurance that may be carried by the CLIENT, as reflected in an endorsement at least as broad as CG 20 01 04 13 which shall be submitted to CLIENT. Any insurance or self-insurance maintained by CLIENT, its officers, officials, employees, or representatives shall be excess of KFORCE's insurance and shall not contribute with it.
 - 2 **Workers' Compensation.** KFORCE shall maintain Worker's Compensation insurance for the KFORCE Consultant(s) and all of KFORCE's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. KFORCE shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.
 - 3 **Professional Liability.** KFORCE shall also maintain Professional Liability (errors and omissions) coverage with a limit of no less than \$1,000,000 per claim and \$2,000,000 annual aggregate. KFORCE shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this Agreement whichever occurs last. KFORCE agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CLIENT's exposure to loss. All defense costs shall be outside the limits of the policy. If KFORCE maintains higher limits than the limits shown above, CLIENT shall be entitled to coverage for the higher limits maintained by KFORCE.
- c. **Self-Insured Retentions.** Any self-insured retentions are the responsibility of KFORCE and must be declared to and approved by the CLIENT. At the option of the CLIENT, either (1) the insurer shall reduce or eliminate such self-insured retentions as respects CLIENT, its officers, officials, employees and representatives, or (2) KFORCE shall provide a financial guarantee satisfactory to the CLIENT guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- d. **Verification of Coverage.** KFORCE shall furnish CLIENT with original certificates and amendatory endorsements effecting coverage required by this Section. The endorsements should be on forms approved by the CLIENT or on other forms provided those endorsements conform to CLIENT's requirements. All certificates and endorsements are to be received and approved by the CLIENT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive KFORCE's obligation to provide them. CLIENT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specification at any time.
- e. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.
- 12. Assignment.** Neither party will assign or transfer any of its rights, obligations or duties under this Agreement without the prior written consent of the other party, except that KFORCE may assign its rights, obligations, or duties under this Agreement to any of its affiliates, or subsidiaries with notice to CLIENT and KFORCE may subcontract the performance of the work to a KFORCE-approved subcontractor so long as (a) KFORCE causes the subcontractor to agree in writing to be subject to all of KFORCE's obligations hereunder with respect to the subcontracted work and (b) KFORCE shall remain responsible to CLIENT for the performance of the subcontracted services in accordance with this Agreement.
- 13. Notices.** Notices shall be in writing and are effective when delivered or 3 days following deposit into the United States mail, certified mail, return receipt requested at the parties' addresses set forth in the introductory paragraph, if to KFORCE, 1001 East Palm Avenue, Tampa, FL 33605, Attn: Contracts Management and if to CLIENT, 635 South Coast Highway 101 Solana Beach, CA 92075, Attn: Pouneh Sammak, Director of Human Resources.
- 14. Compliance with Laws.** Each party agrees to comply with all federal, state, and laws applicable to them or any Candidate or Consultant, including without limitation federal, state, and local labor and employment laws. Each party agrees to apply nondiscriminatory standards of employment opportunity, and to comply in full with any and all requirements of federal, state, and local law, including those regarding equal employment opportunity, discrimination, harassment, retaliation, and reporting. Each party agrees to indemnify the other for any and all claims caused by such party's failure to comply with this Section 14.
- 15. Relationship of Parties.** Neither party shall represent itself to be the agent, employee, partner, or joint venture of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. KFORCE shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.
- 16. Severability.** If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision in the Agreement, but this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 17. Headings.** The headings in this Agreement are for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.
- 18. Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.
- 15. Miscellaneous.** The laws of the State of California (without giving effect to conflict of law principles) shall govern all matters arising out of or relating to this Agreement, including interpretation and performance. Each party submits to the exclusive jurisdiction of, and consents to personal jurisdiction of and venue in, the state or federal courts of County of San Diego, California for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. KFORCE hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394 or to object to jurisdiction or venue, including on the grounds of forum nonconveniens. KFORCE hereby irrevocably consents to jurisdiction in the State of California and consents to accept service of process outside such state. This Agreement together with any validly executed Work Orders and Consultant(s) time sheets made pursuant to this Agreement, constitute the entire agreement of the parties with respect to the subject matter covered and supersedes all prior and contemporaneous arrangements or agreements concerning such subject matter. In the event of a conflict in terms the following priority shall control: (a) this Agreement, (b) Work Order, and (c) time sheets. This Agreement, and any applicable Work Order(s) and time sheet(s), shall prevail over any contrary or different terms in any CLIENT document. The provisions of Sections 6-16 shall survive completion or termination of this Agreement. In the event it becomes necessary for KFORCE to pursue collection of any amounts due for its services, CLIENT agrees to bear collection and suit costs, charges, expenses, filing fees, and reasonable attorney's fees, including but not limited to those incurred on appeal. This Agreement may only be amended in writing signed by an authorized agent of KFORCE and CLIENT.
- 16. Signing Authority.** The representative for each party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other party or parties hereto harmless if it is later determined that such authority does not exist.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereby confirm their intent to be legally bound by the foregoing Agreement and have caused this Agreement to be executed by their duly authorized representatives.

KFORCE INC.

By: Alexandra Donley

Name: Alexandra Donley

Title: Senior Vice President

Date: 10/8/2024

SOLANA BEACH, CITY OF

By: _____

Name: Gregory Wade

Title: City Manager

Date: _____

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Director of Human Resources, Pouneh Sammak

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: October 23, 2024
ORIGINATING DEPT: Public Works Department – Mo Sammak, Public Works Director
SUBJECT: **Authorizing the Purchase of Electric Vehicle for the Parks and Recreation Department**

BACKGROUND:

Currently, the Parks and Recreation Department operate a model year 2001 Dodge Dakota pickup truck. This pickup is primarily used by the Parks and Recreation Department for transporting supplies and City Staff, but it is also used during special events such as Santa’s Sleigh Ride, Beach Blanket Movie Night, Tree Lighting Events, and Fiesta Del Sol. The current pickup truck has been in service for over 20 years and has surpassed its expected useful life. Given the condition of the current pickup truck, it is time to replace it with a more reliable, cost-effective and sustainable alternative.

This item is before the City Council to consider adopting Resolution 2024-101 (Attachment 1) authorizing the purchase of an electric vehicle replacement pickup truck for the Parks and Recreation Department.

DISCUSSION:

The City of Solana Beach operates and maintains a fleet of 19 street-legal vehicles and other heavy equipment for the purpose of inspecting, maintaining and operating City facilities and infrastructure. These vehicles must be replaced when they have met the end of their useful life or require excessive and frequent maintenance.

As part of our commitment to environmental sustainability and in alignment with the City’s Climate Action Plan, City Staff recommends replacing the outdated vehicle with an electric vehicle (EV) pickup truck. EV’s produce zero tailpipe emissions, significantly reducing air pollution and contributing to cleaner air in the community. Additionally, the shift to an electric fleet aligns with the City’s goals to reduce greenhouse gas emissions and promote environmentally friendly alternatives.

The EV pickup truck will not only reduce fuel and maintenance costs, but also support our broader climate action objectives by minimizing the City’s carbon footprint. This investment in electric vehicle technology represents a forward-thinking approach to our fleet management, demonstrating the City’s leadership in environmental stewardship.

CITY COUNCIL ACTION: _____

The City’s purchasing ordinance, Section 3.08.130(C) of the Solana Beach Municipal Code, authorizes “public agencies” to participate in cooperative purchasing agreements like those established by the California Department of General Services State Contracts. Where no joint powers authority exists, the City may utilize the bid lists of the state or another governmental agency where it is beneficial and economically advantageous to do so, as long as the bid process utilized by the other governmental agency is similar to the City process.

After careful evaluation of various purchasing options and in consultation with other City Departments, Staff determined it is in the best interest of the City to proceed with this vehicle purchase utilizing the California Department of General Services State Contract.

Staff obtained a quote from Sacramento Downtown Ford utilizing the California Department of General Services State Contract to locate an EV pickup truck that meets the City’s needs. Upon receipt of the new vehicle, Public Works Staff will complete all necessary steps to get the vehicle into use. Should the City Council approve and authorize the purchase of this new vehicle, Staff will start the process for installation of a charging station at La Colonia Park which will be exclusive to the city owned electric vehicles (Staff is currently researching options to install public charging stations at the park as well). The current vehicle used by the Parks and Recreation Department will be taken out of service in accordance with the City’s equipment disposal policy.

CEQA COMPLIANCE STATEMENT: N/A

FISCAL IMPACT:

The new EV pickup truck for the Parks and Recreation Department will be purchased utilizing the \$50,000 budgeted funds available in the City’s Parks and Recreation Vehicle Asset Replacement Fund, 1357110-66500. The total cost for the EV with light package is \$63,270.42. Staff is requesting an additional \$13,270.42 be transferred from Measure S Fund Balance (fund 110) to the Vehicle Asset Replacement Fund. The base price and options discussed are itemized in Table 1 below:

Table 1 – Electric Vehicle Descriptions and Cost

Item	Description	Cost
2025 EV Ford F-150 Lightning	California Department of General Services: State Contract: 1-22-23-20F CLIN 42	\$53,702.00
Emergency Light Package	Provide and Install 16” Whelen Mini-Lightbar	\$4,000
Sales tax		\$4,564.67
Delivery		\$995.00
CA Tire Tax		\$8.75
Total Cost		\$63,270.42

WORK PLAN: The purchase of vehicles is not expressly included in the City's Work Plan, but the purchase of a replacement electric vehicle aligns with the Environmental Sustainability section of the Work Plan.


OPTIONS:

- Approve Staff recommendation.
- Deny Staff recommendation and provide direction.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2024-101:

1. Approving the purchase of a model year 2025 Ford F-150 Lightning, EV pickup truck, including accessories, for \$63,270.42
2. Authorizing an appropriation of \$13,270.42 from the Measure S Fund Balance into the Parks and Recreation Vehicle Asset Replacement Fund.
3. Authorizing the City Treasurer to amend the FY 2024/2025 Adopted Budget accordingly.



Alyssa Muto, City Manager

Attachments:

1. Resolution 2024-101

RESOLUTION 2024-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE PURCHASE OF AN ELECTRIC VEHICLE FOR THE PARKS AND RECREATION DEPARTMENT

WHEREAS, currently, the Parks and Recreation Department operate a model year 2001 Dodge Dakota pickup truck. This pickup is primarily used by the Parks and Recreation Department for transporting supplies and City Staff, it is also used during special events such as Santa's Sleigh Ride, Beach Blanket Movie Night, Tree Lighting Events, and Fiesta Del Sol. The current pickup truck has been in service for over 20 years and has surpassed its expected useful life; and

WHEREAS, the City of Solana Beach operates and maintains a fleet of 19 street-legal vehicles and other heavy equipment for the purpose of inspecting, maintaining and operating City facilities and infrastructure. These vehicles must be replaced when they have met the end of their useful life or require excessive and frequent maintenance; and

WHEREAS, as part of the City's commitment to environmental sustainability and in alignment with the City's Climate Action Plan, Staff recommends replacing the outdated vehicle with an electric vehicle (EV) pickup truck. EVs produce zero tailpipe emissions, which significantly reduce air pollution and contribute to cleaner air in the community; and

WHEREAS, the City's purchasing ordinance, Section 3.08.130(C) of the Solana Beach Municipal Code, authorizes "public agencies" to participate in cooperative purchasing agreements like those established by the California Department of General Services State Contracts. Where no joint powers authority exists, the City may utilize the bid lists of the state or another governmental agency where it is beneficial and economically advantageous to do so, as long as the bid process utilized by the other governmental agency is similar to the City process; and

WHEREAS, Staff is recommending the Parks and Recreation Electric Vehicle pickup truck be purchased utilizing the California Department of General Services State Contract from Sacramento Downtown Ford.

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

1. That the foregoing recitations are true and correct.
2. That the City Council approves the purchase of a model year 2025 Ford F-150 Lightning, Electric Vehicle pickup truck, including accessories, for \$63,270.42.
3. That the City Council approves a transfer of \$13,270.42 from the Measure S

Fund Balance into the Parks and Recreation Vehicle Asset Replacement Fund.

4. That the City Council authorizes the City Treasurer to amend the Fiscal Year 2024/2025 Adopted Budget accordingly.

PASSED AND ADOPTED this 23rd day of October 2024, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: October 23, 2024
ORIGINATING DEPT: Finance – Rachel Jacobs, Finance Director
SUBJECT: **Quarterly Budget Report - Fiscal Year 2025**

BACKGROUND:

Staff provides a quarterly report to Council of changes made to the current Fiscal Year (FY) 2025 General Fund Adopted Budget. The information provided in this Staff Report lists the changes made through September 30, 2024.

DISCUSSION:

The following table reports the revenues, expenditures, and transfers for 1) the Adopted General Fund Budget approved by Council on June 28, 2023 (Resolution 2023-089); 2) any other resolutions passed by Council that amended the Adopted General Fund Budget.

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES 9/30/2024						
General Fund - Operations						
Date	Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
06/28/2023	Reso 2023-089	Adopted Budget	24,265,232	(24,076,998)	-	\$ 188,234
11/29/2023	Reso 2023-128	Engineering Survey Services		(100,000)		88,234
04/10/2024	Reso 2024-030	West Coast Arborist		(9,600)		78,634
04/10/2024	Reso 2024-031	Handyman Services		(50,000)		28,634
04/10/2024	Reso 2024-033	Elevator Maintenance Services		(2,500)		26,134
04/24/2024	Reso 2024-037	Trash Abatement Services		(15,600)		10,534
07/10/2024	Reso 2024-059	FY25 Budget Update	745,000	(694,435)		61,099
						61,099
General Fund - Measure S						
Date	Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
06/28/2023	Reso 2023-089	Adopted Budget	4,488,000	(390,000)	(1,046,400)	\$ 3,051,600
07/10/2024	Reso 2024-059	FY25 Budget Update	200,000	(1,313,000)		1,938,600
						1,938,600
Combined General Fund Net Surplus						\$ 1,999,699

COUNCIL ACTION:

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Receive the report.
- Do not accept the report and require further revisions.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council receive the quarterly report listing changes made to the FY 2025 General Fund Adopted Budget.



Alyssa Muto, City Manager



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto City Manager
MEETING DATE: October 23, 2024
ORIGINATING DEPT: City Manager's Office
SUBJECT: **Council Consideration of Resolution 2024-104 Approving the Second Amendment to the Agreement between the City of Solana Beach and Burke, Williams & Sorensen LLP for City Attorney Services**

BACKGROUND:

Johanna Canlas has served as the appointed City Attorney for the City of Solana Beach (City) since January 2008. When Ms. Canlas joined Burke, Williams & Sorensen LLP (Burke) in November 2020, the City Council unanimously approved an agreement for legal services with Burke effective November 5, 2020 (Agreement). The City Council approved the First Amendment to the Agreement on August 23, 2023.

The action before the Council is consideration of Resolution 2024-104 approving the Second Amendment to the Agreement between the City and Burke for City Attorney Services.

DISCUSSION:

Ms. Canlas has served the City and the community of Solana Beach as its City Attorney for almost 17 years. She works closely with the City Manager and her staff to implement the Council's long-range plans and policy directions in all areas including, but not limited to, land use, housing, and Coastal Act issues. She has built a trusted relationship with current and former Council Members and is a valued and trusted member of the City's Executive Team.

The City Council conducted Ms. Canlas' annual evaluation this summer and concluded with a positive review of her performance and service to the City. As part of the annual performance review, the City conducted a market survey for legal services rates and determined an adjustment is warranted. The Second Amendment provides an adjustment to the current monthly retainer and General and Special Legal Services hourly rates effective November 1, 2024 (Attachment 1). All other terms of the Agreement remain unchanged.

4894-1782-2704 v2

COUNCIL ACTION:

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

Effective November 1, 2024, the monthly retainer amount will be \$15,000 for the first sixty (60) hours of General City Services.

For additional services, the hourly rates as enumerated in Exhibit B will apply, including:

- Attendance at City Council Meetings \$250
- General City Services (after 60 hours) \$265
- Special Legal Services \$297
- Litigation \$317
- Third Party Reimbursable Legal Services \$448
- Paralegal/Legal Intern \$163

On or before July 1 of each calendar year commencing in 2025, the rates of compensation shall be adjusted automatically on July 1 of each year in amount equal to five dollars (\$5.00) per hour or by a percentage equal to the percentage change in the Urban Consumers Price Index (CPI) for the San Diego-Carlsbad metropolitan area, whichever is greater. The annual CPI increase shall not exceed 5%.

Sufficient funds have been allocated in the FY 2024-25 budget to absorb the rate changes.


WORKPLAN: N/A

OPTIONS:

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments / modifications.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2024-104 authorizing the Mayor to execute the Second Amendment to the Agreement between the City of Solana Beach and the Successor Agency to the Solana Beach Community Development Agency and Burke, Williams & Sorensen LLP.


Alyssa Muto, City Manager

Attachments:

1. Second Amendment to Agreement with Burke William & Sorensen LLP
2. Resolution 2024-104

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOLANA BEACH AND THE SUCCESSOR AGENCY TO THE SOLANA BEACH COMMUNITY DEVELOPMENT AGENCY AND BURKE, WILLIAMS & SORENSEN, LLP

This SECOND AMENDMENT to the Legal Services Agreement (Amendment) is made and entered into by and between the City of Solana Beach and Successor Agency to the Solana Beach Community Development Agency (CITY) and Burke, Williams & Sorensen LLP (Burke), and shall be effective October 23, 2024.

Section 8.1 is hereby amended to read as follows:

8.1 Rate Adjustment

After having concluded a positive annual performance review and a comparative market analysis, effective November 1, 2024, current rates will be adjusted as reflected in the attached revised Exhibit B.

Except as provided herein, all other provisions of the Agreement shall remain in full force and effect.

By signing below, each signatory warrants and represents that they executed this Agreement in their authorized capacity, and that they have the authority to bind the entity listed below to contractual obligations.

CITY OF SOLANA BEACH

BURKE, WILLIAMS & SORENSEN, LLP

Lesa Heebner, Mayor

Eric Vail, Partner and Chair
Public Law Practice Group

Johanna N. Canlas, Partner

EXHIBIT B

RATES FOR LEGAL SERVICES

Effective November 1, 2024, Burke will provide services under a fixed monthly retainer of \$15,000 per month for the first sixty (60) hours of General City Services.

The following hourly rates will apply for these categories:

Category of Legal Service	Hourly Rate
Attendance at City Council Meetings	\$250
General City Services (after 60 hours)	\$265
Special Legal Services	\$297
Litigation	\$317
Third Party Reimbursable Legal Services	\$448
Paralegal/Legal Intern	\$163

On or before July 1 of each calendar year commencing in 2025, the rates of compensation shall be adjusted automatically on July 1 of each year in amount equal to five dollars (\$5.00) per hour or by a percentage equal to the percentage change in the Urban Consumers Price Index (CPI) for the San Diego-Carlsbad metropolitan area, whichever is greater. The annual CPI increase shall not exceed 5%.

RESOLUTION 2024-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOLANA BEACH AND BURKE, WILLIAMS & SORENSEN, LLP

WHEREAS, Johanna Canlas has served as the appointed City Attorney for the City of Solana Beach (City) since January 2008; and

WHEREAS, when Ms. Canlas joined Burke, Williams & Sorensen LLP (Burke), the City entered into an agreement with Burke for legal services effective November 5, 2020 (Agreement); and

WHEREAS, the City Council approved the First Amendment to the Agreement on August 23, 2023; and

WHEREAS, the City Council conducted the annual performance evaluation and concluded with a positive review; and

WHEREAS, an amendment to the Agreement between City and Burke is needed to effectuate rate adjustments.

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

1. That the above recitations are true and correct.
2. That the Second Amendment to the Agreement with Burke, Williams & Sorensen LLP is approved and the Mayor is authorized to sign the Second Amendment to the Agreement.

PASSED AND ADOPTED this 23rd day of October 2024, at a meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: October 23, 2024
ORIGINATING DEPT: Engineering Department - Mo Sammak, City Engineer
SUBJECT: **Update on Construction of Walkways in Public Rights of Ways and Other Public Walking Paths**

BACKGROUND:

To make the public right-of-way more user friendly for all users, as part of the private development process as well as implementation of the City's Capital Improvement Projects, under City Council's direction, Staff continues to make every effort to create the space adjacent to the vehicle travel lanes available for walking and parking purposes. Since maintaining the community character is one of the pillars of the City's Work Plan, Staff has traditionally required private development applicants to improve their street frontage by constructing a low profile mountable concrete curb along the edge of the pavement and 10 feet of bonded and compacted Decomposed Granite (DG) surface in the public right-of-way for walking and parking. In general, the use of DG for walking and parking purposes has proven to require regular maintenance, particularly when exposed to frequent and excessive stormwater run-off or vehicular traffic.

At the of April 24, 2024, City Council meeting, Staff presented a report identifying locations where the installation of DG has been successful and not so successful. Staff also presented a series of alternative surfaces for walking and parking, including pavers of varying types and brickwork. At that meeting, the City Council accepted the report and directed Staff to further explore the use of treatments that can be further stabilized on sloped roadways and withstand heavy rains and vehicular traffic. A relatively new product, "GraniteCrete", was shared with staff to look into further and to visit locations where installation has occurred.

This item is before the City Council to share the information regarding GraniteCrete and seek further direction from the City Council regarding the subject matter.

COUNCIL ACTION:

DISCUSSION:

GraniteCrete is a relatively new product using a proprietary product that can be mixed with DG or crushed aggregate to be placed on surfaces for walking and driving purposes. According to their website, GraniteCrete was first developed in 1995 for installation as a natural paving surface for residential gardens and entry ways. It has since been tried and tested in harsh environments such as State Parks and beach accesses. It contains no oils, resins, polymers, or enzymes to leach into the environment. If properly constructed, it is firm, stable, porous and more durable than conventional bonded and compacted DG. Based on the manufacturer's description, it requires minimal maintenance during the life of the product, which is mentioned in the manufacturer's website to be 15 years. The final GraniteCrete surface is permeable which will reduce the potential for standing water and is available in multiple colors.

While GraniteCrete has not been installed in Solana Beach to date, Engineering Staff visited a site in the City of La Mesa where this product was installed approximately 2 years ago. Based on Staff's observation, the material is very firm, stable and smooth. Minor cracks were observed but the surface did not show any sign of deterioration or irregular surface deformation. It is important to note that the site in La Mesa was not regularly used by public vehicle traffic, however, based on a conversation with the park ranger, the site is subjected to occasional pickup truck traffic by the maintenance crew.

Subsequent conversations with the vendor were had where it was confirmed that there are a range of colors and application techniques to provide varying textures to replicate adjacent natural areas or other design aesthetics. As mentioned above, the manufacturer offers several different colors for this product. A color chart is included as Attachment 1 for the City Council's consideration.

City Staff have conducted field investigations to determine preferable sites that the Council can consider for application of the material as a pilot program. There are two locations (outside the public right-of-way and under the City's control) that are currently surfaced with the conventional DG, Fletcher Cove Overlook Park and El Viento Neighborhood Park. Both locations are good candidates as they have somewhat steep slopes and have been subjected to erosion and require frequent maintenance by the public works department, particularly after storm events. However, City Engineering Staff recommend El Viento Neighborhood Park over Fletcher Cove as the park has smaller areas for pilot application. The City Council may direct Staff to select a small area of the steep portion and a second small area in the flat portion of one or both locations as part of a pilot program. Following implementation, City staff will monitor the performance of the product on a monthly basis – or as needed more frequently after storm events - and report back to the City Council at six months for review and consideration of possible wider implementation. In addition to the public pilot project, private property owners may be interested in testing this product for frontage improvements. The Council may also

consider a pilot program for residents interested in trying the material, to incorporate into permits design for use of this product for a limited period at their discretion.

CEQA COMPLIANCE STATEMENT:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the State CEQA Guidelines, which is an exemption for pedestrian trails and similar facilities.

FISCAL IMPACT:

The 2024/25 Capital Improvement Program (CIP) has set aside \$200,000 for Fletcher Cove Overlook and/or El Viento Neighborhood Parks Renovation Project. The material and construction costs of a pilot project for GraniteCrete vary depending on the scope of work. If directed, Staff will engage the representative from the manufacturer and develop a scope and cost based on Council's direction and within the authorized CIP budget.

WORK PLAN:


This proposed project is consistent with Item B.14 (Fletcher Cove Community Center and El Viento Neighborhood Park Trail Upgrade) of the Community Character Priorities section of the FY 2024/25 Work Plan.

OPTIONS:

- Select one or two areas (one steep section and one flat section) in El Viento Neighborhood Park.
- Select one or two areas (one in steep section and one in flat section) of Fletcher Cove Overlook Park.
- Select one or two areas in both parks.
- Select other areas in town.
- Include a residential pilot program for permits near completion for frontage improvements.
- Do not select any areas for installation.

CITY STAFF RECOMMENDATION:

Select areas (one steep section and one flat section) in El Viento Neighborhood Park and provide direction for color. Consider a residential pilot program for a limited period for application along project frontage as part of a development permit.



Alyssa Muto, City Manager

Attachments:

1. GraniteCrete color chart



Natural Gold



Carmel Coast



Sonora Adobe



Ash Gray



Desert Sand



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: October 23, 2024
ORIGINATING DEPT: Community Development Department/City Attorney's Office
SUBJECT: **Introduce (1st Reading) Ordinance 537 Adding Chapter 6.40 to the Solana Beach Municipal Code to Prohibit the Sale and Distribution of Kratom Products to Persons Under the Age of 21**

BACKGROUND:

This item is before the City Council to consider introduction of Ordinance 537 which would prohibit the sale and distribution of kratom (krat-um) to persons under 21 years old in the City. If adopted, Ordinance 537 would add Chapter 6.40 to the Solana Beach Municipal Code and include enforcement mechanisms to prohibit the sale and distribution of kratom to persons under 21 years old throughout the City.

DISCUSSION:

Kratom products are derived from the *Mitragyna speciosa* tree in Southeast Asia, where the leaves of the plant are chewed and brewed in teas. The effects of ingesting kratom have been tied to chemical compounds found in the plant that contain mitragynine and 7-hydroxymitragynine. These chemicals can produce a broad range of effects on the user including psychotic symptoms, psychological and physiological dependence, addiction, hallucinations, delusion, confusion, nausea, itching, sweating, dry mouth, constipation, increased urination, loss of appetite, anorexia, weight loss, and insomnia. Its effects have been described as both a stimulant in low doses and a sedative in high doses.

Kratom products typically come in greenish powders, capsules and extracts, and are readily found in smoke shops and online. Synthetic versions of Kratom are also readily available. Because Kratom is not regulated at the federal level or by the State of

COUNCIL ACTION:

California, there is a wide variety of products with different levels of potency creating potentially hazardous situations for users of all ages.

The U. S. Drug Enforcement Administration ("DEA") has labeled kratom a "Drug and Chemical of Concern" which are substances not currently controlled by the Controlled Substances Act, but pose risks to individuals who abuse them.

Roughly 2 million Americans use kratom, often to self-treat conditions without medical supervision, despite FDA warnings that kratom is not appropriate for medical use or for use as a dietary supplement, and has been found to be associated with serious health risks.

The FDA has not approved any prescription or over-the-counter drug products containing kratom or its two main chemical components, mitragynine and 7-hydroxymitragynine, which pose a high risk of abuse and can be found in higher doses in synthetic kratom products.

On April 12, 2019, the U.S. Center for Disease Control and Prevention ("CDC") published a report, "Notes from the Field: Unintentional Drug Overdose Deaths with Kratom Detected - 27 States, July 2016 - December 2017," which states that: (1) kratom use has recently increased in the United States where it is usually marketed as a dietary or herbal supplement; (2) studies suggest that kratom has the potential for creating user dependence and abuse; and (3) reports have documented several overdose deaths involving kratom.

Kratom products are not federally regulated in the United States and are not subject to government-mandated safety standards, resulting in a lack of oversight and accountability for safe use, regulation of ingredients, purity levels, and dosage.

States and local governments have prohibited the sale or possession of kratom within their respective jurisdictions including, but not limited to, the cities of San Diego and Newport Beach, and the states of Alabama, Arkansas, Indiana, Rhode Island, Vermont, and Wisconsin. Some states have prohibited the sale or possession of kratom by persons under the age of 21, including Colorado, Florida, Louisiana and Oregon. The City of Solana Beach does not currently regulate the sale or distribution of kratom in the City.

In California, Assembly Bill 2365 (Kratom Safety Act) was introduced in April 2024 by Assemblymember Matt Haney. AB 2365 did not advance in the 2023/2024 legislative session and was held on the Senate Appropriations Committee suspense file due to cost (cost was estimated at \$3 to \$4.5 million annually). The Bill would require kratom products to be registered with the public health department. It would also regulate their chemical content, mandate labeling with alkaloid amounts, require warnings regarding the effects of kratom and bar kratom sales to anyone under the age of 21. The Bill would also ensure that kratom contains safe ingredients, safe dosages, passes laboratory testing, and be advertised appropriately in order to be sold in California.

It is anticipated that AB 2365 will be re-introduced next legislative session as there has been wide reaching support for greater regulation of kratom in California.

The full effects of kratom are not entirely clear, but research is continuing. In the meantime, this unregulated substance is available to individuals of all ages without restriction or safety standards. The proposed ordinance attached hereto aims to completely abolish the sale and distribution of kratom to persons under the age of 21 in the City.

OPTIONS:

- 1) Approve and Introduce Ordinance as drafted.
- 2) Approve and Introduce Ordinance with modifications.
- 3) Provide other direction to staff related to kratom regulation.

CEQA COMPLIANCE STATEMENT:

The proposed City Council action is not subject to the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) and 15060(c)(3) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a "project," as defined in Section 15378 of the CEQA Guidelines.

FISCAL IMPACT:

There are no direct fiscal impacts related to this item. There will be some additional costs associated with implementation related to enforcement; however, due to the limited number of establishments selling these products, the enforcement time would be relatively minimal in the scope of overall Code Enforcement staff and Sheriff's staff resources.

WORK PLAN: N/A

STAFF RECOMMENDATION:

Staff recommends the City Council adopt Ordinance 537 adding Chapter 6.40 to the Solana Beach Municipal Code to prohibit the sale and distribution of kratom products to persons under the age of 21.


Alyssa M. Muto, City Manager

Attachment:

1. Ordinance 537

ORDINANCE 537

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ADDING CHAPTER 6.40 TO THE SOLANA BEACH MUNICIPAL CODE TO PROHIBIT THE SALE AND DISTRIBUTION OF KRATOM TO PERSONS UNDER THE AGE OF 21

WHEREAS, the U. S. Drug Enforcement Administration ("DEA") has stated that consumption of kratom produces both stimulant effects (in low doses) and sedative effects (in high doses), and can lead to psychotic symptoms, psychological and physiological dependence, addiction, hallucinations, delusion, confusion, nausea, itching, sweating, dry mouth, constipation, increased urination, loss of appetite, anorexia, weight loss, and insomnia, and has labeled kratom a "Drug of Concern;" and

WHEREAS, the U. S. Food and Drug Administration ("FDA") has stated that an estimated 1.7 million Americans used kratom in 2021, often to self-treat conditions without medical supervision, despite FDA warnings that kratom is not appropriate for use as a dietary supplement, and has been found to be associated with serious health risks including, but not limited to, seizures, vomiting, liver problems, physical dependence, substance abuse disorder, and neonatal abstinence syndrome in which newborns exposed to kratom prior to birth experienced withdrawal signs such as jitteriness, irritability, and muscle stiffness, and even death; and

WHEREAS, the FDA has not approved any prescription or over-the-counter drug products containing kratom or its two main chemical components, mitragynine and 7-hydroxymitragynine, which pose a high risk of abuse and can be found in higher doses in synthetic kratom products; and

WHEREAS, on April 12, 2019, the U. S. Center for Disease Control and Prevention ("CDC") published a report, "Notes from the Field: Unintentional Drug Overdose Deaths with Kratom Detected - 27 States, July 2016 - December 2017," which states that: (1) kratom use has recently increased in the United States where it is usually marketed as a dietary or herbal supplement; (2) studies suggest that kratom has the potential for creating

user dependence and abuse; and (3) reports have documented several overdose deaths involving kratom; and

WHEREAS, kratom products are not federally regulated in the United States and are not subject to government-mandated safety checks, resulting in a lack of oversight and accepted safety standards for use, regulation of ingredients, purity levels, and dosage; and

WHEREAS, states, local governments, and municipalities have prohibited the sale or possession of kratom within their respective jurisdictions, including but not limited to, the cities of San Diego and Newport Beach, and the states of Alabama, Arkansas, Indiana, Rhode Island, Vermont, and Wisconsin; and

WHEREAS, in the interest of the health, safety, and welfare of the people of the City of Solana Beach, the City Council desires to prohibit the sale and distribution of any product containing kratom to any person under the age of 21 within the jurisdiction of the City; and

WHEREAS, Title 6 of the Solana Beach Municipal Code contains health and safety procedures for the City of Solana Beach.

The City Council of the City of Solana Beach, California, ordains as follows:

SECTION 1. All of the above recitals are true and correct and are incorporated herein as findings.

SECTION 2. The adoption of the ordinance is not subject to CEQA pursuant to Section 15060(c)(2) and 15060(c)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a “project,” as defined in Section 15378 of the CEQA Guidelines.

SECTION 3. Chapter 6.40 is added to the Solana Beach Municipal Code to read as follows:

6.40 REGULATION OF THE SALE AND DISTRIBUTION OF KRATOM

6.40.010 Purpose.

The city council recognizes the inherent danger of kratom products and that the use of kratom products can have devastating health and economic consequences. The city council further recognizes that kratom may be habit forming and is currently available to people of all ages, including children.

Allowing kratom products to be sold in the city increases access to these harmful and dangerous products. To that end, no kratom products shall be sold or distributed to any person under the age of 21 in the city as is specifically enumerated below.

6.40.020 Definitions.

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

“Distribute” or “distribution” means the transfer, by any person other than a common carrier, of a kratom product at any point from the place of manufacture or thereafter to the person who sells the kratom product to an individual for personal consumption.

“Kratom” or “Kratom Product” means the leaf of the plant *Mitragyna speciosa* or any food product, food ingredient, dietary ingredient, dietary supplement, or beverage intended for human consumption that contains any part of the leaf of the plant *Mitragyna speciosa* or any extract, synthetic alkaloid, or synthetically derived compound of such plant or its leaf including, but not limited to, any powder, capsule, pill, beverage, or other edible product intended for human consumption.

“Leaf” means any or all parts of the leaf of the plant *Mitragyna speciosa* that contains mitragynine or 7- hydroxymitragynine.

“Sell,” “sale” and “to sell” mean any transaction where, for any consideration, ownership of a kratom product is transferred from one person to another, including but not limited to any transfer or title or possession for consideration, exchange, or barter, in any manner or by any means.

6.40.030 Prohibition on Sale or Distribution of Kratom to Persons Under the Age of 21.

It is unlawful to sell, advertise for sale, offer for sale, or distribute, directly or indirectly, any Kratom Product to any person under the age of 21 in the City.

6.40.040 Posting requirement.

A. A sign with letters of not less than one inch in height shall be clearly, sufficiently and conspicuously posted at the sales counter stating that “Kratom sales are prohibited to individuals under the age of 21” as controlled by this chapter, by the owner, operator, manager or other person having control of such building or other place.

6.40.050 Enforcement.

A. The city manager, or designee, is authorized to establish regulations and to take any and all actions reasonable and necessary to obtain compliance with this chapter, including, but not limited to, inspecting the premises of any business to verify compliance.

B. Any person, business or tobacco retailer violating this chapter shall be guilty of an infraction, which shall be punishable by a fine in accordance with Chapter 1.16 or 1.18 SBMC, or a misdemeanor, which shall be punishable by a fine not exceeding \$1,000, or by imprisonment in the county jail for a period not exceeding six months or by both such fine and imprisonment. In addition to criminal fines, any person, business or tobacco retailer violating this chapter shall also be subject to civil penalties or administrative fines or both under Chapters 1.16 and 1.18 SBMC.

C. The city attorney may seek legal, injunctive, or other equitable relief to enforce this chapter.

D. Administrative enforcement of this chapter shall proceed pursuant to Chapter 1.18 SBMC.

E. Each violation of this chapter shall be considered a separate offense.

F. The remedies and penalties provided in this section are cumulative and not exclusive, and nothing in this chapter shall preclude any person from pursuing any other remedies provided by law.

G. Notwithstanding any other provision of this chapter, this chapter may be enforced through any remedy as provided for in this section upon its effective date

6.40.060 No Conflict with Federal or State Law.

Nothing in this chapter shall be interpreted or applied so as to create any requirement, power, or duty that is preempted by federal or state law.

6.40.070 Severability.

If any section, subsection, sentence, clause, phrase, or word of this chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this chapter. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Solana Beach hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, phrase, or portion may be declared invalid or unconstitutional.

SECTION 5. This ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk shall cause this ordinance to be published pursuant to state law.

INTRODUCED at a regular meeting of the City Council of the City of Solana Beach, California held on the 23rd day of October 2024, and thereafter,

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, on the ___ day of _____, 2024, by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: October 23, 2024
ORIGINATING DEPT: City Manager/City Attorney
SUBJECT: **Adoption (2nd Reading) of Ordinance 535 Related to City Council Monthly Compensation**

BACKGROUND:

The monthly compensation for each Councilmember is \$860.00. The monthly compensation for the Mayor is \$960.00. The City Council last adjusted the monthly salaries in 2019, and the salaries became effective in December 2020.

At the October 9, 2024 meeting, the City Council introduced Ordinance 535 to adjust the compensation pursuant to the formula provided in state law.

This item is before the City Council for adoption (2nd Reading) of Ordinance 535, to increase the monthly compensation for the Mayor and Councilmembers, with the adjustment taking effect when a new term of office commences in December 2024.

DISCUSSION:

City Council Salary. Any increase to the Council monthly compensation is dictated by a formula established in state law—either five percent multiplied by the number of years since the last adjustment or adjusted for inflation since January 2024 according to the Consumer Price Index.

Using the traditional method, five percent of \$860.00 is \$43.00. If the Council adopts the salary adjustment to be effective in December 2024, four years will have passed since the last adjustment became operative in December 2020. Thus, the Council may adjust its monthly compensation by up to \$172.00 ($\$43.00 \times 4 = \172.00) for a maximum total monthly compensation of **\$1,032.00**.

CITY COUNCIL ACTION:

Mayoral Salary. The City has directly elected the Mayor since the first district elections in 2020. A directly elected mayor may receive additional compensation with the consent of the electorate or by ordinance of the Council. (Govt. Code 36516.1.) As such, the Council can choose to provide additional compensation above the current salary of \$960.00 per month to the separately-elected mayor should Council desire.

Using the first method above, five percent of \$960.00 is \$48.00. If the Council adopts the salary adjustment to be effective in December 2024, four years will have passed since the last adjustment became operative in December 2020. Thus, the Council may adjust its monthly compensation by up to \$192.00 ($\$48.00 \times 4 = \192.00) for a maximum total monthly compensation of **\$1,152.00**

Effective Date. Per Government Code section 36516.5, a change in compensation does not apply to an elected official during their term in office. However, the compensation of all members of a City Council serving staggered terms can be adjusted by virtue of the beginning of a new term of office for a single member. Therefore, any approved salary increase will not take place until the new terms begin in December.

Attached for adoption is Ordinance 535 amending Solana Beach Municipal Code (SBMC) section 2.04.020 to reflect an increase in the Mayor's salary from \$960.00 to an amount not to exceed \$1,152.00 per month, and the salaries of each of the members of the City Council from \$860.00 to an amount not to exceed \$1,032.00 per month, to take effect when a new term of office commences in December 2024, should the Council decide to make adjustments to its monthly compensation.

CEQA COMPLIANCE STATEMENT:

This action is not a "project" as defined by CEQA; a salary adjustment measure will not have a direct or reasonably foreseeable indirect physical impact on the environment.

FISCAL IMPACT:

The maximum fiscal impact to the General Fund Budget for Fiscal Year 2025 would be \$6,160.

WORK PLAN: N/A

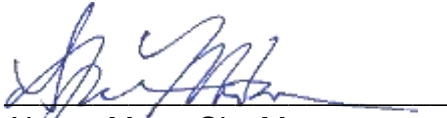
OPTIONS:

- Adopt Ordinance 535
- Do not adopt Ordinance 535 and provide direction.

STAFF RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Ordinance 535 amending Solana Beach Municipal Code (SBMC) section 2.04.020 to reflect the compensation adjustment to take effect when a new term of office commences in December 2024.

A handwritten signature in blue ink, appearing to read 'Alyssa Muto', is written over a horizontal line.

Alyssa Muto, City Manager

Attachments:

1. Ordinance 535

ORDINANCE 535

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 2.04 OF THE SOLANA BEACH MUNICIPAL CODE BY THE AMENDMENT OF SECTION 2.04.020 TO ADJUST THE AMOUNT OF MONTHLY COMPENSATION PAID TO THE MAYOR AND THE MEMBERS OF THE CITY COUNCIL AS AUTHORIZED BY GOVERNMENT CODE SECTIONS 36516 AND 36516.1

WHEREAS, Section 2.04.020 of the Solana Beach Municipal Code sets forth the salary of the Mayor and for each member of the City Council of the City of Solana Beach; and

WHEREAS, the City Council has previously established the salary of the Mayor at \$960.00 per month, and its members \$860.00 per month, pursuant to the applicable statutory formula; and

WHEREAS, the City Council has not increased the amount of monthly compensation paid to its members and the Mayor since February 2019, which increase became operative in December 2020, and now desires to provide a salary increase as authorized by law.

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

Section 1. Title 2, Chapter 2.04, Section 2.04.020.A. is amended to read as follows:

- A. Each member of the City Council shall receive as salary the sum of ~~\$860.00~~ \$1,032.00 per month.
 - 1. The separately elected mayor shall receive the sum of ~~\$960.00~~ \$1,152.00 per month.

Section 2. Title 2, Chapter 2.04, Section 2.04.020.D. is amended to read as follows:

- D. The salary authorized by subsection A of this section shall become operative only on and after the date upon which one or more of the members of the City Council becomes eligible for such increase pursuant to Government Code Section 36516.5 by virtue of beginning a new term of office following the election to be held in November, 2024. Until subsection A of this section becomes

operative, the salary of the Mayor shall be \$960.00 per month and the salaries of each of the members of the City Council shall be \$860.00 per month.

This ordinance shall become effective thirty days following its adoption. Within fifteen days after its adoption the City Clerk shall cause this ordinance to be published pursuant to state law.

INTRODUCED at a regular meeting of the City Council of the City of Solana Beach, California held on the 9th day of October, 2024, and thereafter,

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, on the 23rd day of October, 2024, by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk