



JUNE 13, 2018
CITY COUNCIL CHAMBERS
3:30 P.M. Closed Session; 4:30 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	Sam Abed
DEPUTY MAYOR	John Masson
COUNCIL MEMBERS	Olga Diaz Ed Gallo Michael Morasco
CITY MANAGER	Jeffrey Epp
CITY CLERK	Diane Halverson
CITY ATTORNEY	Michael McGuinness
DIRECTOR OF COMMUNITY DEVELOPMENT	Bill Martin
DIRECTOR OF ENGINEERING SERVICES	Julie Procopio

ELECTRONIC MEDIA:

Electronic media which members of the public wish to be used during any public comment period should be submitted to the City Clerk's Office at least 24 hours prior to the Council meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Council during the meeting are part of the public record and may be retained by the Clerk.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.



Council Meeting Agenda

**June 13, 2018
4:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the evening meeting. The City does not participate in the selection of speakers for this portion of the agenda, and does not endorse or sanction any remarks made by individuals during this time. If you wish to be recognized during this portion of the agenda, please notify the City Clerk in advance.

FLAG SALUTE

ROLL CALL: Diaz, Gallo, Masson, Morasco, Abed

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

CONSENT CALENDAR

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: None Scheduled**

4. **REQUEST FOR AUTHORIZATION TO PROCESS AN AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN RELATED TO WEDDINGS AND RECEPTIONS WITHIN THE SOUTHERN GATEWAY DISTRICT -**

Request the City Council approve authorizing City staff to process the application to amend the Downtown Specific Plan to allow weddings and receptions within the Southern Gateway District of the Downtown Specific Plan, subject to approval of a Conditional Use Permit.

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

5. **LAKE WOHLFORD DAM REPLACEMENT DESIGN SECOND AMENDMENT -**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Second Amendment to the Consulting Agreement with Black & Veatch Corporation, in the amount of \$334,765 for engineering and environmental services for the Lake Wohlford Dam Replacement Project.

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2018-93

6. **UNDERGROUNDING THE ESCONDIDO CANAL THROUGH THE SAN PASQUAL INDIAN RESERVATION -**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Consulting Agreement with Michael Baker International, in the amount of \$1,563,297.50 for the design of the San Pasqual Undergrounding Project and authorize the Mayor and City Clerk to execute a Consulting Agreement with Helix Environmental Planning, Inc. in the amount of \$100,000 for environmental surveys and permitting for the San Pasqual Undergrounding Project.

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

A) RESOLUTION NO. 2018-94 B) RESOLUTION NO. 2018-95

CONSENT – RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/Successor Agency/RRB at a previous City Council/Successor Agency/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

7. **AMENDMENT TO ARTICLE 66 (SIGN ORDINANCE) OF THE ESCONDIDO ZONING CODE RELATING TO DRIVE THROUGH MENU BOARDS (AZ 18-0004) -**

Approved on June 6, 2018 with a vote of 5/0

ORDINANCE NO. 2018-15 (Second Reading and Adoption)

PUBLIC HEARINGS

8. **ADOPTION OF FISCAL YEAR 2018/19 ANNUAL OPERATING BUDGET AND THE APPROPRIATIONS LIMIT (GANN LIMIT) FOR FISCAL YEAR 2018/19 AND APPROVAL TO MODIFY THE BUDGETARY AND FINANCIAL POLICIES -**

Request the City Council approve the Fiscal Year 2018/19 Annual Operating Budget; approve the Appropriations Limit (GANN Limit) for Fiscal Year 2018/19; and modify the Budgetary and Financial Policies concerning the use of one-time resources.

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

A) RESOLUTION NO. 2018-82 B) RESOLUTION NO. 2018-83 C) RESOLUTION NO. 2018-106

CURRENT BUSINESS

9. **GENERAL MUNICIPAL ELECTION - NOVEMBER 6, 2018 -**

Request the City Council approve calling for and giving notice of a General Municipal Election on November 6, 2018, for the following elective offices: one (1) City Councilmember with a four-year term to represent District One, one (1) City Council Member with a four-year term to represent District Two, and one (1) Mayor with a four-year term to be elected at-large; and approve requesting the Board of Supervisors, County of San Diego, to consolidate the City's General Municipal Election with the Statewide General Election.

Staff Recommendation: **Approval (City Clerk's Office: Diane Halverson)**

A) RESOLUTION NO. 2018-90 B) RESOLUTION NO. 2018-91

FUTURE AGENDA

10. **FUTURE AGENDA -**

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: **None (City Clerk's Office: Diane Halverson)**

COUNCIL MEMBERS' SUBCOMMITTEE REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- [WEEKLY ACTIVITY REPORT](#)

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
June 20	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
June 27	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
July 4	-	-	No Meeting	-
July 11	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Submission of Speaker forms prior to the discussion of an item is highly encouraged. Comments are generally limited to 3 minutes.

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications." Please complete a Speaker's form as noted above.

Nomination forms for Community Awards are available at the Escondido City Clerk's Office or at <http://www.escondido.org/city-clerks-office.aspx>

Handouts for the City Council should be given to the City Clerk. To address the Council, use the podium in the center of the Chambers, STATE YOUR NAME FOR THE RECORD and speak directly into the microphone.

AGENDA, STAFF REPORTS AND BACK-UP MATERIALS ARE AVAILABLE:

- Online at <http://www.escondido.org/meeting-agendas.aspx>
- In the City Clerk's Office at City Hall
- In the Library (239 S. Kalmia) during regular business hours and
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

AVAILABILITY OF SUPPLEMENTAL MATERIALS AFTER AGENDA POSTING: Any supplemental writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's Office located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

Please turn off all cellular phones and pagers while the meeting is in session.

**The City Council is scheduled to meet the first four Wednesdays
of the month at 3:30 in Closed Session and 4:30 in Open Session.
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the CDC, Escondido Joint Powers
Financing Authority and the Mobilehome Rent Review Board.**

**CITY HALL HOURS OF OPERATION
Monday-Friday 8:00 a.m. to 5:00 p.m.**



If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

Listening devices are available for the hearing impaired – please see the City Clerk.



A F F I D A V I T S

O F

I T E M

P O S T I N G



Consent Item No. 2

June 13, 2018

APPROVAL

OF

WARRANT REGISTER



Consent Item No. 3

June 13, 2018

APPROVAL

OF

MINUTES

CITY COUNCIL STAFF REPORT

Consent Item No.4

June 13, 2018

File No. 0800-70

SUBJECT: Request for Authorization to Process an Amendment to the Downtown Specific Plan to Allow Weddings and Receptions Within the Southern Gateway District.

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council authorize City staff to process the application to amend the Downtown Specific Plan to allow weddings and receptions within the Southern Gateway District of the Downtown Specific Plan, subject to approval of a Conditional Use Permit.

FISCAL ANALYSIS:

For the purposes of this agenda item, the City Council will only be providing direction to staff on the processing of the prospective amendment to the Downtown Specific Plan. Authorization to process the amendment application will have no direct fiscal or staff impacts. The privately-initiated amendment application would be processed using staff resources with cost to be paid by the project proponents, applicants, or future developers of the project sites.

PREVIOUS ACTION:

On August 7, 2013, the City Council adopted Resolution No. 2013-85, approving a comprehensive update to the Downtown Specific Plan. The update provided land use regulations and development standards that would foster a more urban environment with higher residential densities and a mixture of land uses.

BACKGROUND:

The Planning Division received a request from John Korelich (Kore Architect Builders) to convert an existing dental-office building at 209 E. 4th Avenue into a venue that can accommodate weddings and receptions. The subject site was previously approved in 1997 (by conditional use permit) to allow outdoor weddings and receptions in the rear yard of the property. Since that time, the subject site was converted to an office-commercial use and the zoning use allowances have changed through the adoption of the 2013 specific plan. As of this writing, wedding and reception venues are not permitted in the entire downtown.

The existing building at 209 E. 4th Avenue is a Local Historic Register property (Wohlford-Ting house) on the southeast corner of E. 4th Avenue and S. Kalmia Street. There is a mixture of single-family residential homes on three sides and a church/parking lot on the west side across Kalmia Street. The property has a General Plan land use designation of Specific Plan Area (SPA#9), and is within the Southern Gateway District of the Downtown Specific Plan. Per Chapter VIII of the Downtown Specific Plan, amendments to said specific plan require initiation by the City Council prior to submittal of a formal application. This procedure promotes an orderly process and helps screen and/or prioritize applications for review and identify applications that City Council has no interest in pursuing in consideration of staff resources and capacities.

The City Council's authorization to process the amendment application does not have a legally binding effect on any possible future discretionary action related to the proposed use. If the City Council chooses to process the request, and if the applicant decides to proceed, the next step would be for the applicant to file the necessary applications with the Planning Division. The proposal, which would consist of a conditional use permit and a specific plan amendment, would be carefully reviewed to determine how it relates to the specific site and any potential impacts the proposed use would have to its neighborhood and the community. Further, as required by the California Environmental Quality Act (CEQA), the application will be subject to an environmental review to determine if significant environmental impacts could result from the proposed specific plan amendment and/or proposed use. The process is governed by state and local laws that require the proposed specific plan amendment request to be evaluated by the Planning Commission and the City Council at public hearings before a decision is made.

ENVIROMENTAL REVIEW:

The action before the City Council is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262, Feasibility and Planning Studies. This agenda item involves processing a Specific Planning Amendment. This general direction does not have a legally binding effect on any possible future discretionary action.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
6/6/2018 2:19 p.m.

Darren Parker, Associate Planner
6/6/2018 2:11 p.m.

CITY COUNCIL STAFF REPORT

Consent Item No. 5

June 13, 2018

File No. 0600-10, A-3060

SUBJECT: Lake Wohlford Dam Replacement Design Second Amendment

DEPARTMENT: Utilities Department, Construction and Engineering Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-93, authorizing the Mayor and the City Clerk to execute a Second Amendment to the Consulting Agreement with Black & Veatch Corporation, in the amount of \$334,765 for engineering and environmental services for the Lake Wohlford Dam Replacement Project.

FISCAL ANALYSIS:

Funding for this amendment is available in the Lake Wohlford Dam CIP Project #704912.

PREVIOUS ACTION:

On August 1, 2012, the City Council adopted Resolution No. 2012-127, authorizing the Mayor and City Clerk to execute a consulting agreement with Black & Veatch Corporation in the amount of \$3,496,740 for design and environmental services for the Lake Wohlford Dam Replacement Project.

On October 17, 2012, the City Council adopted Resolution No. 2012-167, authorizing the Mayor and City Clerk to execute a consulting agreement with RBF Consulting, Inc. in the amount of \$2,458,516 for Lake Wohlford Dam Replacement Project construction management.

On May 20, 2015, the City Council adopted Resolution No. 2015-58, authorizing the Mayor and City Clerk to execute a first amendment to the consulting agreement with Black & Veatch Corporation in the amount of \$724,641 for design of the Lake Wohlford Dam Replacement Project.

BACKGROUND:

The scope of the original contract with Black & Veatch Corporation for the Lake Wohlford Dam Replacement Project included geotechnical investigations, surveying, design alternatives evaluation, detailed design, preparation of an Environmental Impact Report (EIR), and permitting assistance. As the design progressed, several rounds of comments were received from the California Department of Water Resources Division of Safety of Dams (DSOD), the Federal Energy Regulatory Commission (FERC), and the Design Board of Consultants, which added additional design elements that were not included in the original scope. The first amendment, approved by the City Council on May 20, 2015, consisted of:

- several 2-dimensional and 3-dimensional analysis models;
- additional geotechnical borings and trenches;
- mapping of the Oakvale Road slope cut by a geologist;
- preparation of a Quality Control Inspection program;
- preparation of a Temporary Construction Emergency Action Plan;
- additional groundwater monitoring;
- and moving the Oakvale road re-alignment plans and specifications into separate documents so the road construction could start prior to the construction of the Lake Wohlford Dam replacement.

The detailed design of the new Lake Wohlford Dam is essentially complete. However, during the EIR public review period, the City received a letter submitted jointly by the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS) detailing their comments on the EIR. The comments included:

- updating the biological protocol field surveys;
- higher mitigation ratios than what was proposed in the draft EIR;
- ongoing active habitat management (such as removal of invasive animal and plant species);
- and significant environmental mitigation for the area to be re-inundated when the new dam is completed.

The additional, proposed environmental mitigation would add significantly to the cost of the dam replacement project, possibly tens of millions of dollars. City Staff and the City's environmental consultant have met with the wildlife agencies several times in attempts to develop a mutually agreeable mitigation plan. CDFW staff have indicated that a detailed mitigation and habitat management proposal is necessary in order to continue discussions regarding the potential to modify their mitigation requirements.

The Oakvale Road Re-Alignment plans were approved and signed by County of San Diego staff in October 2015. The project has not been bid for construction due to delays associated with the Lake Wohlford Dam environmental process. The County is requiring that the plans be re-signed by all parties since it has been more than 24 months and the project has not been bid for construction. County staff has also indicated that the Oakvale Road Re-Alignment plans may need to be updated to comply with the San Diego Municipal Storm Water (MS4) Permit adopted by the County after the plans were approved.

The second amendment to the consulting agreement with Black & Veatch Corporation, considered by the City Council here, includes:

- developing environmental mitigation and habitat management plans to be used while working with the wildlife agencies to finalize the EIR and obtain environmental permits;
- updating and re-signing the Oakvale Road Re-Alignment plans to comply with current MS4 Permit requirements;

- negotiating a set unit pricing for the Roller Compacted Concrete mix design aggregates to be used during the bid process by pre-qualified contractors;
- pre-qualifying contractors for the construction of the Lake Wohlford Dam Replacement;
- bid phase services for the re-alignment of Oakvale Road Project;
- and bid phase services for Lake Wohlford Dam Replacement Project.

The second amendment is needed to continue the environmental approval process for the Lake Wohlford Dam replacement, and to provide needed engineering services through the remainder of the design and bidding phases for the Oakvale Road Re-Alignment and the Lake Wohlford Dam Replacement Projects.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Director of Utilities
6/6/2018 3:57 p.m.

ATTACHMENTS:

1. Resolution No. 2018-93
2. Resolution No. 2018-93 – Exhibit “A” – Second Amendment to Consulting Agreement

RESOLUTION NO. 2018-93

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE, ON BEHALF OF THE
CITY, A SECOND AMENDMENT TO THE
CONSULTING AGREEMENT WITH BLACK &
VEATCH CORPORATION FOR THE LAKE
WOHLFORD DAM REPLACEMENT DESIGN

WHEREAS, the City Council approved a Consulting Agreement with Black & Veatch Corporation on August 1, 2012, for design services for the Lake Wohlford Dam Replacement; and

WHEREAS, the current condition of the Lake Wohlford Dam prevents said full storage capacity and requires a replacement dam; and

WHEREAS, on May 20, 2015, the City Council approved Resolution No. 2015-58, authorizing the Mayor and City Clerk to execute a First Amendment to the Consulting Agreement with Black & Veatch Corporation, for additional design services for the Lake Wohlford Dam Replacement; and

WHEREAS, additional engineering and environmental efforts are required to complete the environmental and design process; and

WHEREAS, the Director of Utilities recommends the Second Amendment to the Consulting Agreement ("Second Amendment") with Black & Veatch Corporation be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest, to approve said Second Amendment with Black & Veatch Corporation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Director of Utilities.
3. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with Black & Veatch Corporation. A copy of the Second Amendment is attached as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO
SECOND AMENDMENT TO CONSULTING AGREEMENT

This "Amendment" is made this _____ day of _____, 20__.

Between: CITY OF ESCONDIDO
 a municipal corporation
 201 N. Broadway
 Escondido, California 92025
 ("CITY")

And: Black & Veatch Corporation
 300 Rancheros Drive, Suite 250
 San Marcos, CA 92069
 Attn: Kevin Davis
 760-621-8419
 ("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on August 22, 2012 ("Agreement"), wherein CITY retained CONSULTANT to provide design drawings and specifications including environmental documentation for the Lake Wohlford Dam Replacement; and
- B. CITY and CONSULTANT desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Amendment, which is incorporated by reference;

NOW THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

- 1. The CONSULTANT will furnish the services described in "Attachment A" to this Amendment.
- 2. CITY will compensate the CONSULTANT in an additional amount not to exceed \$334,765.00, pursuant to the conditions contained in "Attachment A" to this Amendment.

3. All additional terms under the Agreement between CITY and CONSULTANT still apply to the additional work to be performed by CONSULTANT under this Amendment. If any of the terms of this Amendment conflict with the Agreement, this Amendment must prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Black & Veatch Corporation

Date: _____

(Consultant signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

**LAKE WOHLFORD DAM REPLACEMENT PROJECT
AMENDMENT NO.2**

CITY OF ESCONDIDO

BACKGROUND

At the request of the City, Black & Veatch has developed this scope and fee to address the final components of the Lake Wohlford Dam Replacement Project. In particular, the City has decided to move forward with the development of potential mitigation measures to address ongoing conversations with the regulatory permitting agencies. Under this Amendment No. 2, the following services will be performed by Black & Veatch and its subconsultants:

- Project Management
- Oakvale Road Realignment Permitting Assistance
- Development of Lake Wohlford Environmental Mitigation Measures
- Hanson Aggregate Agreement
- Lake Wohlford Dam Contractor Pre-Qualification Process
- Oakvale Road Bid Phase Services
- Lake Wohlford Dam Replacement Bid Phase Services

These items are further discussed in detail below.

SCOPE OF WORK**TASK 1.0 – PROJECT MANAGEMENT**

The following services will be provided under this task.

Task 1.1 – Project Management. This task includes ongoing project management including providing monthly invoices, project schedule updates and funding support. Monthly invoices include status reports defining progress to date of all tasks, and cost expenditures. This item also includes ongoing meetings and support to the City for 1 hour a week by Black & Veatch's Project Manager.

TASK 2.3 – PERMITTING ASSISTANCE

The following services will be provided under this task.

Task 2.3.3 – County Coordination for Signature of Bid Documents. Due to delays associated with the Lake Wohlford Environmental process, the Oakvale Road Re-Alignment has not been bid for construction. Based on recent discussions with the County the existing approved drawings will need to be re-signed by all parties as it has been more than 24 months since the permit issuance. This task includes coordination with the County to re-sign the final Oakvale Road Re-Alignment project drawings for bidding. The final bid documents will be printed on mylar, delivered to the City for signature, then delivered to the County for signature. Any fees associated with the County approval will be paid for by the City.

Task 2.3.4 – MS4 Permit Compliance. Based on recent discussion with the County the existing Oakvale Road Re-Alignment design will need to be updated to meet the new MS4 permit requirements. While these requirements were adopted by the County of San Diego in February 26, 2016, it was after the roadway plans had been approved and thus was not applicable to the original design.

**LAKE WOHLFORD DAM REPLACEMENT PROJECT
AMENDMENT NO.2**

CITY OF ESCONDIDO

Task 2.3.4.1 – Alternative Design. Prepare preliminary designs for three alternatives for Oakvale Road to comply with the County of San Diego MBP Manual. Preliminary designs will be detailed enough to determine feasibility, project impacts and order of magnitude costs.

Task 2.3.4.2 – Final Design. Once the County selects an alternative from the previous task, the selected alternative will be incorporated into the final Improvement Plans. In addition, a Storm Water Quality Management Plan will be prepared for Oakvale Road with associated calculations. This task assumes two plancheck submittals and one mylar submittal.

Task 2.3.4.3 – Meetings with County and City. Attend up to four meetings with the County and City to review the alternatives and submittals.

TASK 3.0 – ENVIRONMENTAL

The following additional environmental services will be provided under this task.

Task 3.5 – Development of Lake Wohlford Mitigation

Task 3.5.1 - Identification of Off-Site Mitigation Needs. Our environmental subconsultant, AECOM will prepare an assessment of off-site mitigation purchase opportunities. AECOM staff will also assess the availability of land suitable for off-site habitat restoration opportunities. Once these needs and opportunities are identified, AECOM will prepare a conceptual cost estimate of the outlay required by the City to meet offsite mitigation requirements.

Task 3.5.2 - Prepare Conceptual On-Site Restoration and Habitat Management Plan for Upstream Land

The AECOM work effort will identify on-site areas, both existing and restored, that will be available to limit or satisfy project mitigation requirements. In order for this land to meet its intended mitigation purpose, it will be necessary plan near-term habitat restoration activities and long-term habitat management. AECOM will prepare a plan that will address these needs. The plan will be available to memorialize the City's commitment to meeting permit mitigation requirements and will serve to guide future habitat management activities.

The plan will outline long-term management goals and will include the following habitat management components:

- **Vegetation Restoration** – Areas to be restored will be mapped and described. The distribution of existing and planned habitat to be maintained will be mapped. For areas to be restored, the constituents of the planned vegetation community will be detailed.
- **Long-Term Vegetation Maintenance** – Measures required to maintain the on-site habitat in perpetuity will be detailed. This will include programs for non-native plant removal and supplemental plantings. Performance standards, such as percentage of plant coverage, plant community composition, or plant survival rates will be specified. It is expected that a key aspect of long-term vegetation management will be long-term management of lake levels to ensure that riparian areas designated as mitigation land are not subject to extended periods of inundation. It is also expected that certain revegetated areas will require at least a temporary period of irrigation to ensure establishment.



LAKE WOHLFORD DAM REPLACEMENT PROJECT AMENDMENT NO.2

CITY OF ESCONDIDO

- Cowbird Trapping – Currently endangered riparian songbirds are not successfully nesting in riparian woodland on-site despite the presence of suitable habitat. The presence of a large population of brown-headed cowbird (*Molothrus ater*) in the lake vicinity is likely a factor in this lack of nesting success, as parasitism by cowbirds is a frequent contributor to the lack of reproductive success of these species. Trapping and elimination of cowbirds has greatly increased the likelihood of breeding success of endangered riparian songbirds. It is expected that the Resource Agencies would view the inclusion of trapping in long-term habitat management very favorably.

AECOM will provide a draft of the restoration plan to Black & Veatch, and will revise the plan based on one round of comments from Black & Veatch. AECOM will submit the revised draft to the City and revise the report based on two rounds of comments from the City.

TASK 4.4 – FINAL DESIGN SUBMITTAL

The following services will be provided under this task.

Task 4.4.3 – Finalize Hanson Aggregate Memorandum of Understanding. This task includes working with Hanson Aggregate (who was the previous chosen aggregate supplier) to develop and finalize a memorandum of understanding (MOU) to establish the set unit pricing for Hanson to provide the RCC mix design aggregates to the bidding pre-qualified Contractors. This task assumes up to two meetings with Hanson and the City, each meeting up to two hours in duration. In addition, Black & Veatch shall work with the City Attorney's office to help develop the memorandum of understanding. One meeting with the City Attorney's office is assumed.

TASK 7.0 – CONTRACTOR PRE-QUALIFICATION SERVICES

The following services will be provided under this task.

Task 7.1 – Review and Update Request for Qualification Package. Review and update the previously developed Request for Qualification (RFQ) Package prior to re-distribution to Contractors and provide input to the City and Construction Manager. Attend a review meeting with the City and Construction Manager to discuss comments. The meeting is assumed to last 2 hours. It is assumed that the City will be responsible for distribution of the RFQ package.

Task 7.2 – Contractor Pre-Qualification Meeting. The Project Manager will help prepare for and attend the Contractor Pre-Qualification Meeting. Black & Veatch will prepare and present slides showing the major elements of the project. The meeting is assumed to last 2 hours. It's assumed that the Construction Manager or the City will lead the meeting and take meeting minutes and distribute to all attendees.

Task 7.3 – Answer Question and Prepare Addenda. Assist the City and Construction Manager in answering Bidders questions and in the preparation of two addenda to clarify the RFQ Package. It is assumed that the City will be responsible for distribution of these addenda. Its assumed up to 40 questions will be answered.

Task 7.4 – Review Request for Qualification Proposals. Assist the City and Construction Manager in the review of up to six qualification packages. Attend a meeting to discuss packages with



LAKE WOHLFORD DAM REPLACEMENT PROJECT AMENDMENT NO.2

CITY OF ESCONDIDO

the City and Construction Manager. Construction Manager will lead meeting and issue meeting minutes. The meeting is assumed to last 4 hours.

TASK 8.0 – OAKVALE ROAD RE-ALIGNMENT BID PHASE SERVICES

The following services will be provided under this task.

Task 8.1 – Prepare Bid Documents. Assist the City in the development of the Bid Documents. Provide camera ready plans and specifications.

Task 8.2 – Pre-Bid Meeting. The Project Manager and Project Engineer will attend the pre-bid meeting. The meeting is assumed to last 2 hours. It's assumed that the Construction Manager or the City will lead the meeting and take meeting minutes and distribute to all attendees.

Task 8.3 – Answer Questions and Prepare Addenda. Assist the City and Construction Manager in answering Bidders questions and in the preparation of two addenda to resolve interpretations of the contract documents. It's assumed that Black & Veatch will need to respond to up to 40 questions.

Task 8.4 – Review Bids. Assist the City in reviewing the received bids to confirm they are in conformance with the Contract documents.

Task 8.5 – Conformed Documents. Prepare conformed documents incorporating all changes to drawings and specifications that were made during the bid phase and respective addenda. The language "CONFORMED DOCUMENTS" will be added to specification footers. Professional Engineer stamps removed from the drawings with conformed document language added.

TASK 9 – LAKE WOHLFORD DAM REPLACEMENT BID PHASE SERVICES

The following services will be provided under this task.

Task 9.1 – Prepare Bid Documents. Assist the City in the development of the Bid Documents. Provide camera ready plans and specifications.

Task 9.2 – Pre-Bid Meeting. The Project Manager and Project Engineer will attend the pre-bid meeting. The meeting is assumed to last 2 hours. It's assumed that the Construction Manager or the City will lead the meeting and take meeting minutes and distribute to all attendees.

Task 9.3 – Answer Questions and Prepare Addenda. Assist the City and Construction Manager in answering Bidders questions and in the preparation of four addenda to resolve interpretations of the contract documents. It's assumed that Black & Veatch will need to respond to up to 80 questions.

Task 9.4 – Review Bids. Assist the City in reviewing the received bids to confirm they are in conformance with the Contract documents.

**LAKE WOHLFORD DAM REPLACEMENT PROJECT
AMENDMENT NO.2**CITY OF ESCONDIDO

Task 9.5 – Conformed Documents. Prepare conformed documents incorporating all changes to drawings and specifications that were made during the bid phase and respective addenda. The language “CONFORMED DOCUMENTS” will be added to specification footers. Professional Engineer stamps removed from the drawings with conformed document language added.

FEE

The cost associated with the services noted above are summarized in the cost proposal following this page.

City of Escondido
Lake Wohlford Dam Replacement Project
Fee Estimate - Amendment No. 2

Task	Description	Personnel						B&V Total Hours	B&V Total Salary	B&V Direct Expenses	O'Day Consultants	AECOM	Kleinfelder	Total Subconsultants	Subconsultant Markup (5%)	Total
		Project Manager	Technical Advisor / QA/QC	Engineering Manager	Geotechnical Engineer	Project Engineer	Staff Engineer	CADD	Admin Staff							
1.0	PROJECT MANAGEMENT															
1.1	Project Management	60				20			20							\$20,600
	Subtotal Task 1.1	60	0	0	0	20	0	0	20							\$20,600
2.3	PERMITTING ASSISTANCE															
2.3.3	County Coordination for Signature of Bid Documents	4				10		2	2							\$3,460
2.3.4	MS4 Permit Compliance															
2.3.4.1	Alternative Design (Development of three alternatives)	4				8		2	2							\$680
2.3.4.2	Final Design (Two plancheck submittals and one mylar submittal)	8				8		2	2							\$2,380
2.3.4.3	Meetings with County and City (up to four meetings)	8				8		2	2							\$9,360
	Subtotal Task 2.3	24	0	0	0	34	0	6	8							\$33,420
3.1	ENVIRONMENTAL															
3.5	Development of Lake Wohlford Mitigation															
3.5.1	Identification of Off-Site Mitigation Needs	8				8		2	2							\$12,090
3.5.2	Prepare Conceptual On-Site Restoration and HMP for Upstream Land	8				8		2	2							\$65,950
	Subtotal Task 3.1	16	0	0	0	16	0	4	4							\$78,040
4.4	FINAL DESIGN SUBMITTAL															
4.4.3	Finalize Hanson Aggregate Memorandum of Understanding	16	2	4		16			2							\$11,560
	Subtotal Task 4.4	16	2	4	0	16	0	0	2							\$11,560
7.0	CONTRACTOR PRE-QUALIFICATION SERVICES															
7.1	Review/Update Request for Qualification Package (1 meeting)	6	2	2		6		2	4							\$4,100
7.2	Contractor Pre-Qualification Meeting	6				6			2							\$2,700
7.3	Answer Questions and Prepare Addenda (40 questions/2 Addenda)	10	2	6		10		2	4							\$5,550
7.4	Review Request for Qualification Proposals (1 meeting)	10	10	8		10		4	4							\$8,890
	Subtotal Task 7.0	28	14	16	0	32	0	4	14							\$21,240
8.0	OAKVALE ROAD RE-ALIGNMENT BID PHASE SERVICES															
8.1	Prepare Bid Documents	4				6			4							\$2,330
8.2	Pre-Bid Meeting	6				6			2							\$50
8.3	Answer Questions and Prepare Addenda (40 questions/2 Addenda)	8	2	6		10		4	4							\$3,750
8.4	Review Bids	2				2										\$12,465
8.5	Confirmed Documents	2	2	4		8		24	4							\$870
	Subtotal Task 8.0	22	4	10	18	58	4	28	14							\$90
9.0	LAKE WOHLFORD BID PHASE SERVICES															
9.1	Prepare Bid Documents	4				6			4							\$2,330
9.2	Pre-Bid Meeting	6				6			2							\$50
9.3	Answer Questions and Prepare Addenda (80 Questions/4 Addenda)	16	8	20		12		32	16							\$3,750
9.4	Review Bids	4	2	2		2			4							\$42,040
9.5	Confirmed Documents	8	8	8		16		140	8							\$500
	Subtotal Task 9.0	38	18	22	12	134	32	16	18							\$260
	TOTAL AMENDMENT NO. 2	204	38	52	30	310	36	58	80							\$334,765

CITY COUNCIL STAFF REPORT

Consent Item No. 6

June 13, 2018

File No. 0600-10, A-3253, A-3254

SUBJECT: Undergrounding the Escondido Canal Through the San Pasqual Indian Reservation

DEPARTMENT: Utilities Department, Construction and Engineering Division

RECOMMENDATION:

It is requested that the City Council:

- 1) Adopt Resolution No. 2018-94, authorizing the Mayor and the City Clerk to execute a Consulting Agreement with Michael Baker International in the amount of \$1,563,297.50 for the design of the San Pasqual Undergrounding Project.
- 2) Adopt Resolution No. 2018-95, authorizing the Mayor and the City Clerk to execute a Consulting Agreement with Helix Environmental Planning, Inc. in the amount of \$100,000 for environmental surveys and permitting for the San Pasqual Undergrounding Project.

FISCAL ANALYSIS:

Funding for these agreements is available in the San Pasqual Undergrounding CIP Project #701701. The Vista Irrigation District (District) will reimburse the City of Escondido (City) for half of the cost of these agreements.

PREVIOUS ACTION:

On June 3, 2009, the City Council adopted Resolution No. 2009-77, authorizing the Mayor and City Clerk to execute a consulting agreement with Black & Veatch Corporation in the amount of \$232,710.00 for engineering services to perform a study investigating the feasibility of undergrounding a portion of the Escondido Canal between Lake Henshaw and Lake Wohlford within the San Pasqual Indian Reservation. The cost was split equally between the City and the District.

On November 2, 2016, the City Council adopted Resolution No. 2016-156, adopting the Environmental Assessment/Mitigated Negative Declaration for the San Pasqual Undergrounding Project (ENV 15-0016).

BACKGROUND:

In 1969, five local Indian Bands, and the United States on their behalf, sued the City and the District, claiming that the City and the District's diversion of San Luis Rey River flows deprived the Bands of

adequate water on their reservations located downstream of the Diversion Dam. After nearly five decades of litigation and negotiations, the parties approved the San Luis Rey Indian Water Rights Settlement Agreement ("Settlement Agreement," effective May 17, 2017). The parties to the agreement are the United States (acting through the Secretary of the Interior and the Attorney General of the United States); the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians; the San Luis Rey Indian Water Authority; the City; and the District. The Settlement Agreement stipulates that portions of the Escondido Canal that cross the San Pasqual Indian Reservation must be replaced with an underground pipeline. The undergrounding of the canal, known as the San Pasqual Undergrounding Project, must be completed within six years of the effective date of the Settlement (May 17, 2023). If the project is not completed within the six-year window, the City and the District must pay damages of \$1,000 per day to the San Pasqual Band until the Project is completed.

The Settlement Agreement granted pipeline and access easements on existing reservation land. Negotiations are ongoing for the easements needed to construct the pipeline where the alignment crosses three, privately-owned parcels. These negotiations involve the San Pasqual Band, because the Band is owner of one of the properties. These three parcels are located between the San Pasqual Indian Reservation and North Lake Wohlford Road.

The San Pasqual Undergrounding Project will remove, relocate, and replace approximately 2.5 miles of the Escondido Canal that crosses the San Pasqual Indian Reservation. The proposed project consists of four primary elements:

- (1) The construction of a new desilting basin and associated access road on the San Pasqual Indian Reservation along the existing Escondido Canal alignment where the canal first enters the northern edge of the Reservation.
- (2) The replacement of about 2,000 feet of existing canal with a buried 60-inch pipeline within the existing Escondido Canal ROW.
- (3) The replacement of approximately two miles of existing canal with a buried 60-inch pipeline within new alignments crossing the San Pasqual Indian Reservation, private lands, and public right-of-way in Lake Wohlford Road.
- (4) The abandonment of approximately two miles of the existing Escondido Canal that will be dewatered when the proposed project is complete, and the potential reclamation of the land formerly occupied by the canal by means of demolition, debris removal, grading, and reestablishment of drainage, as well as any associated mitigation of environmental impacts that may be required. The downstream connection to the existing underground pipeline will be at a location south of Paradise Mountain Road near Lake Wohlford Road. No pumping will be required to convey flows through the proposed underground pipeline.

A Request for Proposal (RFP) was sent to seven engineering firms specializing in design of water and wastewater projects. A pre-proposal meeting and site visit was held on April 18, 2018, and was attended by five engineering firms. Two proposals were received from engineering firms, which

received the RFP. The proposals were reviewed by City and District staff for responsiveness, understanding of the work, proposed project approach, scope of work, relevant experience, project team, schedule, and proposed fee. The Michael Baker International team was selected based on their extensive experience of similar projects, proposed project approach, and fee.

The Environmental Assessment/Mitigated Negative Declaration (EA/MND) for the Project was adopted by City Council on November 2, 2016. The EA/MND requires several project-level biological resource surveys to be completed during design and prior to construction. The EA/MND also describes the environmental permits that may be necessary to obtain prior to starting construction, depending on the details of the final design. The Utilities Department recommends retaining Helix Environmental Planning for biological consulting services based on their extensive experience performing biological resource field surveys and obtaining environmental permits for projects located within County of San Diego jurisdiction.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Director of Utilities
6/6/2018 3:57 p.m.

ATTACHMENTS:

1. Resolution No. 2018-94
2. Resolution No. 2018-94 – Exhibit “A” –Consulting Agreement
3. Resolution No. 2018-95
4. Resolution No. 2018-95 – Exhibit “A” – Consulting Agreement

RESOLUTION NO. 2018-94

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE, ON BEHALF OF THE CITY, A
CONSULTING AGREEMENT WITH MICHAEL
BAKER INTERNATIONAL FOR THE SAN
PASQUAL UNDERGROUNDING PROJECT
DESIGN

WHEREAS, the San Luis Rey Indian Water Rights Settlement Agreement stipulates that portions of the Escondido Canal that cross the San Pasqual Indian Reservation must be replaced with an underground pipeline; and

WHEREAS, the undergrounding of the canal, known as the San Pasqual Undergrounding Project (the "Project"), must be completed within six years of the effective date of the Settlement (May 17, 2023); and

WHEREAS, the City of Escondido desires to have the engineering drawings and specifications prepared for the Project; and

WHEREAS, Michael Baker International has the personnel and expertise to provide the required engineering services; and

WHEREAS, City of Escondido staff have completed negotiations with Michael Baker International for engineering design services for said engineering services and the Director of Utilities recommends that the Consulting Agreement ("Agreement") be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$1,563,297.50.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Director of Utilities.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Michael Baker International. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

(ONLY for licensed architects, landscape architects, professional engineers, and professional land surveyors who are performing design services for the City)

This Agreement is made this _____ day of _____, 20__.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Angela Morrow, P.E.
760-839-6290 ext. 7030
("CITY")

And: Michael Baker International
9755 Clairemont Mesa Blvd.
San Diego, CA 92124-1333
Attn: John H. Harris, P.E.
858-614-5016
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide design engineering services for the San Pasqual Undergrounding Project; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$1,563,297.50. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
- 3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own costs, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____
 - c. Each insurance policy required above must be acceptable to the City Attorney:
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

- (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
 - a. Any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement, excepting only those claims resulting from the sole negligence, active negligence or intentional misconduct of CITY, its employees, officials, or agents, not including CONSULTANT;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.

15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

Michael Baker International

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

SCOPE OF WORK

Task 1 – Design

Design services are broken down into task descriptions as follows:

Task 1.1 – Meetings and Management

1.1.1 – Progress Meetings

Preparation of agendas, meeting attendance, and issuance of minutes within three working days before and after five (5) progress meetings is included in the scope of services (Kick off, PDR draft and final, 60, 90). The PDR draft meeting will be a Concept Design Workshop (CDW) as described below. The 60 percent meeting is anticipated to be a less expansive design workshop format, with active participation of agency staff in engineering and operations.

The kick off meeting is anticipated within one week of the notice to proceed. Subsequent meetings are anticipated within one week of document delivery. The included project schedule will be updated with each meeting. Five (5) additional meetings are budgeted apart from deliverables to coordinate specific issues such as pre-meetings with outside parties.

The CDW covers the preparatory work, exhibits, cost opinions and meeting time to conduct the concept design workshop with City and VID staff, City's environmental consultant and community stakeholders. As described in the Project Approach section, the CDW will present various construction options and associated environmental impact, permitting requirements, schedule impacts and cost opinions for the four project segments. The CDW will conclude with consensus among all project stakeholders and create a road map to complete the design phase. The topics for discussion will include the following:

- Desilting Basin and Access Road options
- Canal Replace-in-Place section options
- Pipeline section material options
- Abandonment section restoration options

1.1.2 – Monthly Status Reports

Consultant will prepare and deliver monthly status reports to the Project Manager for use in keeping stakeholders up to date on project progress as well as review of project issues, invoicing, and schedule. Progress will be reported and measured by indicators that are in line with the scope of services. The number of meetings is based on the design duration in the proposed schedule.

1.1.3 – Stakeholder Outreach Meetings

Participation in two (2) community stakeholder outreach meetings to be organized by City staff and led by the Consultant. Additional individualized outreach meetings are planned for eleven (11) property owners to review specific planned improvements that will impact their property. Services include preparation of exhibits and answering of technical questions related to the design. Attendance by the project manager and two task leads is anticipated with the purpose coordinating work requirements on individual properties. Onsite coordination with eleven (11) individual property owners to resolve unique challenges is anticipated as part of the individualized outreach meetings. This task also includes budget to survey and stake out the limits of the project easement within five (5) properties where work will be performed.

1.1.4 – Utility Notification and Coordination

As a subscriber to the USA Dig-Alert system, Consultant will submit a request through Dig-Alert to identify utility companies with facilities in the project area. Consultant will mail initial utility notifications to all utility companies that have facilities within the project limits making them aware of the upcoming construction activities and requesting copies of their maps, plans, and/or sketches of their existing and/or proposed facilities within the project limits. In addition to the written utility notifications, Consultant will contact the utility companies by telephone to ensure that written notifications were received and being acted upon. Copies of progress submittals will be transmitted to all affected utility companies to notify them of the anticipated project construction schedule and request any utility potholing and/or relocations necessary for the construction of the proposed improvements. Consultant will maintain a utility log tracking when and to whom notifications were sent and document the responses received. City staff will be copied on all utility correspondence.

Utility pothole services for ten (10) utilities is included with this task. The work includes coordination of the field activity with City staff, Tribal representatives and property owners, County permit acquisition and land survey services to locate potholes.

Task 1.2 – Preliminary Design**Task 1.2.1 – Survey Services**

This task will provide aerial topographic base mapping for the four primary segments of the project. Aerial photogrammetry will be completed at scale of 1"=20' with 1-foot contour intervals in AutoCAD format. Due to the tree canopy over the existing canal alignment and limited visibility for the aerial survey, field surveys will be used to supplement the aerial mapping. Field surveys will perform cross-section surveys at 50-foot intervals or less to accurately locate the existing canal, trees and other physical features along the canal alignment.

As part of the survey ground control for this task, existing road survey and property corner monuments will be located. This will enable the base map to accurately show the right-of-way for North Lake Wohlford Road and tie in the pipeline easements previously negotiated by the City for this project. Accurate location of monumentation will facilitate construction surveying.

Field survey services in this task include a detailed ground survey of surface expressions of utilities, trees, boulders, ground topography key points beneath canopy, and other features pertinent to design.

Task 1.2.2 - Right-of-Way Mapping

This task will perform research with the County of San Diego for survey records relative to North Lake Wohlford Road and property corners adjacent to the project boundaries. The work will also include coordination with the City of Escondido to define the easements developed for the new pipeline alignment. Monuments identified under this task will be located in the field under Task 1.2.1.

Following completion of Task 1.2.1, this task will add the right-of-way mapping data, easement descriptions and property line information to the project's digital base map.

Given the City has already initiated the easement process with affected property owners, this task does not include the procurement of title reports. In the event a title report is required, the City will provide upon our written request or Consultant will secure as an additional service item.

Task 1.2.3 - Utility and Base Mapping

All record drawings obtained under task 1.1 will be added to the survey base map completed in Task 1.1 above. Base mapping data is rectified at this stage in preparation for the field walk to support preliminary design. Available records from the City and VID will be consolidated and provided to the City in electronic format along with deliverables in other tasks.

Task 1.2.4 - Field Investigation

Field investigations will be performed during the design phase to confirm the base mapping and site constraints. The budgeted hours for this task include coordination with operations staff. Deliverable meetings and agency coordination is anticipated in Task 1.1.

The survival of Oaks is understood to be a high priority for this project. Therefore, the scope of services includes input from a certified arborist working with a senior environmental analyst at each phase of design. The analyst will prepare a tree inventory that will be reviewed by a certified arborist who will make recommendations to be incorporated in the PDR. The arborist will then back-check conformance of the bid documents to confirm that the requirements are met.

Task 1.2.5 - 30 Percent Design Development

After base mapping is complete, sheet cuts will be determined and preliminary alignments will be identified in two dimensions with key elevations. Based on the horizontal alignments, stationing will be developed using AutoCAD Civil 3D and profiles will be plotted with the location and critical elevations of key crossings shown. Existing features will be clearly identified and survey points will be shown. Work to be done will be schematic and symbolic in nature to support callout and detail development with future deliverables. The 30 percent drawings will be included as an appendix to the Preliminary Design Report.

Task 1.2.6 – System Hydraulic Analysis

A hydraulic analysis will be conducted to confirm the performance of the canal, pipeline and desiltation basin.

- A. Coordinate with City for the following:
 - Assist in establishment of design and hydraulic evaluation criteria by participating in a workshop with the design teams.
 - Surveying needs
 - Dimensions and hydraulics of desilting basin
 - Alignment, geometry, slopes, materials, and dimensions
 - Site visit and interview with City staff to understand any operational and hydraulic conditions/constraints of the canal.
- B. Collect existing boundary condition data for the model. Flow and water surface elevations in the canal will be collected to facilitate establishment of boundary condition for the model simulations. Water surface elevations will be measured at the locations of the desilting basin and at the proposed pipe discharge to the canal at the end of Segment 1. Preferably a range of flows (matching the 3 modeling scenario flow conditions) and water surface elevations (or water depth) can be collected.
- C. Prepare hydraulic model. This task will prepare a computer model of the project using **InfoWorks** software to confirm hydraulics and assist in selecting pipe/conveyance materials. The model will include the desilting structure, canal replace-in-place section, pipeline section, and the discharge transition structure. The inverts from hydraulic analysis documented in the San Pasqual Underground Project, Feasibility Study Part II Technical Memorandum and the surveying data

provided in Task 1.2.1 will be used as a starting point for model development.

D. Perform hydraulic analysis. This task will perform model simulations under the following flow condition scenarios for three different pipe materials.

- 55 cfs Flowrate
- Typical Operating Flowrate
- Peak and Low Flowrates

Design criteria will be developed to optimize hydraulic performance of the proposed system from San Pasqual Undergrounding Project, Feasibility Study Part II Technical Memorandum (Part II Memo) . The results of simulations will be tabulated and compared with the hydraulic results reported in the Part II Memo for comparison.

E. Revise hydraulic analysis for design adjustments from the Part II Memo pre-design. It is anticipated the model will be adjusted to represent the selected pipe material or conveyance strategy as needed to accommodate changes in alignment or inverts required by the various design options.

Deliverables:

Hydraulic profiles for each conveyance option and flow condition. One figure for each conveyance option will be prepared showing the three profiles (one for each flow condition).

- Draft report text and figures related to hydraulic modeling, results, and evaluation criteria.
- Final report text and figures related to hydraulic modeling, results, and evaluation criteria.

Assumptions:

- There will be up to five (5) turn-outs along the canal replace-in-place segment or the pipeline segment at locations to be determined by the City. Turn-outs are expected to be 6-inch or smaller in diameter and, combined, will not have sufficient flow to impact the hydraulic modeling effort.
- A side weir at the desilting basin will be included in the design to limit flow to 55 cfs
- A Parshall Flume or other similar device (located in close proximity to the pipe undergrounding segments) will be provided in the canal to measure flow.
- Boundary condition (flow and water surface) measurements can be collected for each of the flow conditions, depending on the operation of the canal during the design phase.

Task 1.2.7 – Hydrology Study

This task will analyze the site hydrology conditions to determine associated impacts and construction requirements to address the restoration of natural grade conditions for the canal replace-in-place segment and the canal abandonment segment. This task will provide the following:

- Clarify the scope of work for demolition and construction zones to restore the natural grade lines of the disturbed area.
- Determine points of concern regarding possible runoff due to the drainage pattern changes implemented by the project
- Recommend permanent BMP's and/or drainage alterations for development in the final design tasks.

- Locate and develop design criteria for energy dissipation/erosion control structures that are anticipated at locations of concentrated flow that will no longer be intercepted by a canal.

Deliverables:

- Draft and Final Design Memo with text and figures associated submitted in memo format for incorporation in the Preliminary Design Report. Calculations will be updated to support design changes and in response to comments as the design develops.

Assumptions:

- Restoration of natural grade lines is the City's desired result of the project for the replace-in-place and abandonment sections.
- Drainage analysis will utilize publicly available industry standard topographic maps and aerial imagery, such as USGS, SANGIS or County of San Diego topography

Task 1.2.8 - Geotechnical

The scope of work will consist of performing a geotechnical investigation on the alignment of the new pipelines. Our services will include the following:

- Review of geologic maps, topographic maps, prior geotechnical reports, as-built plans, and other readily available literature pertinent to the geotechnical conditions at the site.
- Obtaining subsurface exploration permit from the County of San Diego, Department of Environmental Health, and encroachment right-of-way permits from the County of San Diego.
- Drill ten (10) exploratory borings utilizing a truck-mounted drill rig to a depth of approximately 15 feet below ground surface or practical refusal, whichever is less. Consultant have assumed that four (4) of the borings might need off-road, limited-access capabilities.
- Provide four seismic lines to evaluate rock rippability. Two lines will be conducted below and adjacent to the replace in place section, and two lines will be conducted near the eastern end of the new pipeline. The seismic lines will focus on further characterizing the rock conditions at 4 feet below the existing canal in the replace in place section. The survey can be conducted whether or not the flume is in operation.
- Log the materials encountered in the borings and obtain samples for visual examination and laboratory testing. Assessment of groundwater levels, if encountered. SCST will backfill the exploratory borings with approved fill and disposing the spoils in accordance with the County of San Diego permit. The borings are planned on the shoulder of the roadway, therefore hot mix patching is not anticipated.
- Laboratory tests will consist of in situ moisture content and density, particle size distribution, Atterberg limits, direct shear, and corrosivity.
- Assess potential geologic hazards that may affect site development such as settlement, liquefaction, collapse and earthquake shaking, and develop recommendations for site preparation and earthwork, excavations, shoring, backfill, and corrosivity of the on-site soil in respect to concrete.
- Prepare a geotechnical report presenting our findings, conclusions and recommendations.
- Perform a plan review and sign the drawings as requested.
- Provide paving section and structural subgrade recommendations

Task 1.2.9 – Opinion of Probable Construction Cost (OPCC)

An opinion of probable construction cost will be developed in accordance with the standard of care for similar projects, broken down into bid schedule line items with quantities, unit costs, and extended totals. Unit pricing will be adjusted based on the current bidding climate, cost curves and other cost considerations for the unique project features. The OPCC will be updated at each stage of deliverable development.

1.2.10 - Preliminary Design Report (PDR) (Draft and Final)

The PDR will be developed based on the outline presented below, as coordinated with the City starting at the kick-off meeting to assure that all required items are addressed. Discussion sections, reports, figures, calculations, and related design information will be consolidated into a Draft PDR that will support a design workshop held within the scope of Task 1.1. The consultant team will revise the report and appendices to address any comments received for a Final Preliminary Design Report, or Update Memo(s) at the preference of the City.

PDR OUTLINE**I. Introduction**

- A. Signature Sheet
- B. Site Location Map
- C. Purpose of the Basis of Design Report
- D. Background Information
- E. Work Completed to Date
- F. Summary of Recommendations
 - 1. Alternatives
 - 2. Analysis
 - 3. Recommendations
 - 4. Stakeholder benefits of preferred alternatives

II. Design Criteria

- A. Design Standards (list of each)
 - 1. City of Escondido
 - 2. County of San Diego
 - a) Drainage Design Manual
 - b) SUSMP
 - c) Standard Drawings and ROW Design Guidelines
 - d) Map Manual
 - 3. San Diego Area Regional Standard Drawings
 - 4. APWA / AWWA
 - 5. RWQCB
- B. Pipe flows and required sizing
- C. SCADA / Electrical / I&C
 - 1. City of Escondido Standards and Preferences
 - 2. City of San Diego Water Design Guidelines
- D. ROW / Alignment Criteria
 - 1. Existing easements
 - 2. Needed easement alignments and dimensions.

III. Design Issues

- A. Geotechnical Investigation (sub)
- B. Traffic Issues
- C. Trench / Pavement Sections
- D. Right-of-Way Issues
- E. Utilities (Storm, Sewer, Electric, Cable, etc)
- F. Constructability Issues (access logistics, work space footprint, bypassing, stream impacts)
- G. Stakeholder Accommodations

IV. Administrative Issues

- A. Permits Required from Agencies
 - 1. Legal Settlement Criteria
 - 2. County ROW Permit
 - 3. RWQCB
 - 4. CDFW
 - 5. USACE
 - 6. BIA Pre-Excavation and Grading Permit
- B. Coordination with Utility Companies
- C. Coordination with Residents

V. Design Alternatives

Alignment C Description (from previous Preliminary Design Report).

- A. Materials
- B. Appurtenances
- C. SCADA / Controls
- D. Road Design Options
- E. Qualitative matrix analysis and recommendation

VI. Agency Action Needed

- A. Environmental Clearances
- B. Entitlements – permanent and temporary easements
- C. Capacity Charges / Flow Transfer Agreements / Service Agreements – if applicable
- D. Other _____

VII. Appendices

- A. Preliminary Plans (List of drawings, preferred alignment to 30%)
- B. 30% Specifications (Sections / Outline)
- C. 30% Design and Construction Schedule
- D. 30% Opinion of Probable Construction Cost Spreadsheet (OPCC)
- E. Environmental Documentation
- F. Geotechnical Report
- G. Hydraulic Analysis
- H. Hydrology Study
- I. Potholing Report – if any
- J. Other Calculations and Key References

Along with sections listed in the PDR outline, The PDR will include a Tree Assessment and Work Plan and tree inventory for the northern replace in place and southern pipeline abandonment areas. The project

area of impact will be studied in order to characterize the tree species potentially impacted by ground disturbing activities. This document will outline the following:

- Project description and characterization of protected species of trees potentially impacted by ground disturbing activity
- Tolerance of affected species to root and canopy disturbance.
- Detailed area of impact, individuals affected, and guidelines to minimize tree disturbance activity.
- Tree protection measures during construction
- Post construction Measures

The tree inventory will be an International Society of Arboriculture (ISA)-compliant survey. As part of the survey, tree stature and other physical attributes will be recorded along with apparent health and liability risk. Specifically, the following details will be recorded:

- Stature and physical attributes - These typically include diameter at breast height (DBH), canopy form/spread, and tree height.
- Health assessment – This includes signs of pest and environmental damage, as well as any apparent decay.
- Risk assessment - Trees adjacent to local walkways and roads can present a potential hazard and liability.

The trees will be tagged with a metal tag and catalogued using a GPS and digital photographs to record its precise location and current condition. These digital records will be presented in figures using Geographic Information Systems (GIS).

Task 1.3 – 60 Percent Design

Task 1.3.1 – Desilting Basin and Access Road Design

This task will evaluate sediment transport, size the facility, and develop preliminary design documents (60% design level) for the desilting basin.

- A. Estimate sediment loading to canal. Review and update the annual sediment load calculation (consider historical sediment accumulation in canal).
- B. Evaluate sediment transport and trapping efficiency. Using the hydraulic model developed in Task 1.2.6, analyze sediment mobility within the canal, the desilting basin, and pipeline to evaluate depositional conditions and trapping efficiency.
- C. Prepare documentation for preliminary design report. Prepare a technical memorandum summarizing the findings from the sediment analyses for inclusion in the preliminary design report, including any recommended modifications to the sizing of the desilting facility, an updated estimate of the sediment capture and removal rates, and an updated conceptual layout.
- D. Prepare 60-percent design documents. Develop design drawings for the desilting facility at a 60-percent design level. Design will include:
 - Plan, profile, and sections for the desilting facility
 - Details for the sluice gates, drain valves, trash racks, and access walkway
 - Structural details for the apron, ramps, and walls

- Solar powered only instrumentation and controls. Radio antenna to be provided on site to communicate with other City facilities. A radio survey and design of off-site scada facilities is not included in this scope of work.
- Access Road plan and profile and impact area footprint
- Access Road cross-sections
- Truck turn-around models
- Constructability
- Schedule
- Cost

Task 1.3.2 – Canal Replace-in-Place Segment Design

This task will further develop the recommended construction technique described in the preliminary Design section. Preliminary design will include:

- Hydraulic conveyance capacity
 - Site access requirements
 - Geotechnical considerations
 - Excavation limits, materials export and import requirements
 - Limits of work space footprint and environmental impact acreage
 - Impact to existing oak trees
 - Constructability
 - Schedule
 - Cost
- B. Prepare a technical memorandum summarizing the findings and conclusions associated with each conveyance option. The results of this TM will be presented at the Concept Design Workshop.
- C. Prepare 60-percent design documents. Develop design drawings for the canal replace-in-place section at a 60-percent design level. Design will include:
- Plan and profile for the canal section at 1"=20' scale drawings
 - Cross sections
 - Details for transitions at each end of the section
 - Structural details
 - Site access
 - Demolition plans
 - Service turn-out tee and isolation valve at locations determined by the City
 - Area of Impact for environmental permitting

Task 1.3.4 – Canal Abandonment Design

This task will evaluate the design elements associated with the canal abandonment section.

- A. Preliminary design analysis will include:
- Impact to existing oak trees
 - Site access and impact to private property
 - Abandonment options
 - Final grade contours

- Constructability
 - Schedule
 - Cost
- B. Prepare a technical memorandum summarizing the findings and conclusions associated with the preliminary design analysis. The results of this TM will be presented at the Concept Design Workshop.
- C. Prepare 60-percent design documents. Develop design drawings for the canal abandonment section at a 60-percent design level. Design will include:
- Plan of the abandonment section at 1"=20' scale drawings
 - Canal cross sections
 - Site access
 - Demolition plans
 - Area of Impact for environmental permitting

Task 1.3.5 – New Pipeline and Access Road Design

This task will evaluate the design elements associated with the new pipeline alignment section.

- A. Preliminary design analysis will include:
- Hydraulic conveyance capacity
 - Pipeline internal and external loading requirements
 - Geotechnical considerations
 - Site access requirements
 - Pipeline materials evaluation
 - Limits of work space footprint and environmental impact acreage
 - Impact to private property
 - Impact to public right-of-way and traffic control requirements
 - Impact to adjacent raw water well and design modifications or abandonment requirements to comply with County Health requirements
 - Constructability
 - Schedule
 - Cost
- B. Prepare a technical memorandum summarizing the findings and conclusions associated with the preliminary design analysis. The results of this TM will be presented at the Concept Design Workshop.
- C. Prepare 60-percent design documents. Develop design drawings for the pipeline section at a 60-percent design level. Design will include:
- Plan and profile for the pipeline section at 1"=20' scale drawings
 - Trench cross sections
 - Details for transitions at each end of the section
 - Pipeline appurtenance details
 - Site access
 - Demolition plans
 - Service turn-out tee and isolation valve at locations determined by the City

- Area of Impact for environmental permitting

Task 1.3.6 - Structural and Mechanical Design

Structural design services are included for the sedimentation structure, junction and appurtenant structures, and truss bridges to support proposed conduits. Services include plan production supported by detailed calculations by California registered engineers.

Task 1.3.7 - Electrical Instrumentation and Controls (I&C) Design

Electrical, instrumentation, and controls design is included to support final design of a solar powered instrumentation and SCADA systems outlined the conceptual design reports. Services include plan production supported by detailed calculations by California registered engineers.

Task 1.3.8 - Revegetation

Revegetation plans will be prepared to include a non-irrigated native plant seed mix for areas disturbed during construction that are required to be restored. The non-irrigated mix eliminates the need for restoration.

Task 1.3.9 - BMP and SWPPP Design

The project will disturb more than one acre. Therefore, services include temporary erosion control sheets and the development of a project SWPPP, in accordance with County of San Diego standards. It is assumed that the same document will satisfy requirements of the BIA and local Indian Tribe.

Task 1.3.10 - Traffic Control Design

Typical traffic control setups and flagging are anticipated are required for work within North Lake Wohlford Road. Design services include design development, detailed traffic control plans and permitting through the County of San Diego.

Task 1.4 Final Design**Task 1.4.1 – 90 Percent Design**

This task will further develop the four project segments to the 90 percent level of completion. Comments on the 60 percent submittal received from the City, VID, County and other stakeholders will be incorporated.

The design will include storm water requirements, including the preparation of a Storm Water Pollution Prevention Plan that meets the Construction General Permit (CGP) requirements, and design of post-construction permanent BMPs required by the City of Escondido Municipal Storm Sewer System (MS4) Permit. Traffic control requirements for work along North Lake Wohlford Road will be developed in detail and submitted to the County for approval as part of the encroachment permit process.

The 90 percent submittal will include digital files and four (4) full size copies of the following:

- Plans
- Specifications in CSI format
- Construction cost estimate
- Construction schedule
- Response to comments

Task 1.4.2 – 100 Percent Design

This task will further develop the four project segments to the 100 percent level of completion. Comments on the 90 percent submittal received from the City, VID, County and other stakeholders will be incorporated.

The 100 percent submittal will include digital files and four (4) full size copies of the following:

- Plans
- Specifications in CSI format
- Bid Proposal
- Measure and Payment section
- Construction cost estimate
- Construction schedule
- Response to comments

Task 1.4.3 – Final Design

This task will address all final comments and prepare the construction documents for public bid.

Task 1.4.4 – Quality Control and Constructability

All final design submittals will be reviewed by our quality control and constructability review team. Specific elements of the reviews will include the following:

- Feasibility of proposed construction approach.
- Coordination between plans and specifications
- Accurate site conditions depicted on plans
- Measurement and payment sections are clearly described
- Cost estimates details match plans and specifications
- Construction schedule

A quality control review set will be submitted to the City to document our internal QC process.

Task 2 – Permitting

This task will identify and obtain non-environmental related permits necessary to complete the design and construction of the Project, such as County of San Diego grading permit, encroachment permit, and right-of-way permit. This task will require coordination with the County of San Diego and the San Pasqual Indian Band. As with other City project's, the County may waive the grading permit requirement since the work will be performed under the City's direction and inspection policies. This requirement will be confirmed at the initial project coordination meeting with County staff.

The Consultant will support and provide documents/exhibits as needed to the City's environmental consultant for their use in obtaining environmental permits necessary for the Project.

The Consultant will take the lead with obtaining an easement across an existing Open Space easement dedicated to the County of San Diego and located on a privately owned parcel. This will include preparation of easement plat and legal description, discussions with County of San Diego environmental and land survey staff to vacate or set aside a portion of an existing Open Space easement for the City's new pipeline and accompanying easement.

If required, Consultant will identify County of San Diego well abandonment procedures and include required permitting and construction activities as part of the contract documents for the contractor.

Task 3 – Bid Phase Services

This task provides assistance to the City during the bidding phase including attending the pre-bid meeting, responding to bidder questions, assisting with the preparation of Addenda and evaluation of bids.

This task also includes the preparation of conformed drawings and specifications incorporating any addenda into the conformed documents following the bid opening. All changes shall be completed before issuance of the Notice to Proceed to the contractor.

Task 4 – As Needed Services

This task covers additional services authorized by the City on an as needed basis. Such as-needed services may include: coordination with the San Pasqual Indian Band; coordination with private property owners; perform additional design services; etc. When preauthorized by the City, the Consultant shall bill for these additional services on a time and material basis according to the hourly rate schedule attached to the fee estimate.

Assumptions and Exclusions

1. Maintenance access road along the Canal Replace-in-Place Section shall have turn-around access within the 100-foot wide easement to eliminate the need for bridge design sufficient to accommodate vehicular loading.
2. Construction Phase services (Meetings, RFIs, Construction Revisions, and As-Built Documentation) will be provided as an additional service.
3. Survey services assume coordination with BIA as to special permissions to perform work on Indian lands. This scope of work assumes no additional cost considerations beyond County of San Diego industry standard land surveying practices will be required to satisfy tribal requirements.
4. Easement assistance is limited to the effort proposed under Task 2 for vacating the Open Space easement.
5. Historical data included in previous studies performed by the City may be relied upon by the Consultant.
6. Non-irrigated revegetation is proposed to eliminate the need for permanent irrigation system installation and maintenance. Once the leaking canal is removed, the water supply to trees along the alignment will be reduced. If the need for an irrigation system arises by request of stakeholders or permitting agencies, additional design services would be proposed.
7. Each design deliverable, noted below, is anticipated to include digital PDF files and four (4) full size hard copies

Preliminary Deliverables (Draft and Final)

Preliminary Design Report with all described sections and appendices and 30% Bid Documents.
60% Bid Documents
Plat and Legal Description
90% Bid Documents
100% Bid Documents
SWPPP

Attachment A

CITY OF ESCONCIDO
COMPENSATION AND FEE SCHEDULE
DESIGN OF SAN PASQUAL CANAL UNDERGROUNDING

Michael Baker International and Brown and Caldwell		Sub Consultants																							
Michael Baker		Principal/ Quality Manager	Project Manager	Task Leader / Surveyor / TE / Env PM	Sr. Enviro Analyst	Project Engineer / Sr. Designer	Permit Proc. II / Sr. Tech Writer	Engr I / CADD Tech / GIS Analyst	Permit Proc. I / Engr Tech	Admin / Engr Aide	2-man Survey Party	Labor Hours	Labor Cost	Mark-up on Subconsultants	Other Direct Costs (ODCs)	Aerotech Mapping	SCST	George Wirtes, Arborist	AirX						
Task/Subtask	\$250	\$225	\$175	\$105	\$105	\$130	\$115	\$90	\$75	\$275	-	\$	9%	-	-										
TOTAL																									
TASK 1 - DESIGN		196	928	1552	52	2288	80	2420	144	396	148	8184	\$ 1,284,060	\$ 4,438	\$ 22,000	\$ 19,250	\$ 35,000	\$ 19,500	\$ 15,000						
11 Meetings and Management		6	124	160	0	188	0	0	0	64	48	590	\$ 106,420	\$ 750	\$ 9,000	\$ -	\$ -	\$ -	\$ 15,000						
11.1 Progress Meetings (10)		4	60	60		60				24	60	220	\$ 36,900		\$ 3,000										
11.2 Monthly Status Reports with Invoicing		8	16			24					40	60	\$ 10,360												
11.3 Stakeholder Outreach Meetings (2)			8	16		16					40	\$ 7,240			\$ 3,000										
11.3 a Individual Property Owner Meetings (11) and Survey of 5 easements		0	24	60		40					32	156	\$ 31,300		\$ 3,000				\$ 15,000						
11.4 Utility Notification and Permits		2	16	24		48				16	106	\$ 20,620	\$ 750												
11.2 Preliminary Design		38	224	420	32	600	40	340	104	92	100	1990	\$ 325,740	\$ 3,398	\$ 10,000	\$ 18,250	\$ 35,000	\$ 13,500	\$ -						
11.2.1 Survey (Aerial Mapping / Control and Monument Survey)		4	4	12	24	24		80	104	92	40	80	\$ 11,660	\$ 963	\$ 3,000	\$ 18,250		\$ 41,173	\$ -						
Fixed Survey (Electric, utility, and beneath canopy)				8		24					40	156	\$ 26,480	\$ -	\$ -										
11.2 Right-of-Way Mapping				16		20		24	24		20	104	\$ 19,880	\$ -	\$ 2,000										
11.2 Utility and Base Mapping				4	24	16	16	60	24			144	\$ 18,880	\$ 300				\$ 6,000							
11.2.4 Field Investigation				16	32	8	32			88		88	\$ 15,800	\$ 300											
11.2.3 30% Design Development				8	16	32		40				136	\$ 21,400	\$ -											
11.2 System Hydraulic Analysis				8	40	60		80		24	332	\$ 52,300	\$ -	\$ 2,000											
11.2.7 Hydrology Study				8	24	40		120		24	256	\$ 40,600	\$ -	\$ 1,000											
11.2.8 Geotechnical				2	4	8		4		4	18	\$ 3,100	\$ 1,750	\$ -		\$ 35,000									
11.2.9 Operation of Probable Construction Cost				4	16	24		40			84	\$ 15,400	\$ -	\$ -											
11.2.10 PDR (Draft and Final)				8	80	160	24	160	80	40	40	592	\$ 94,160	\$ 375	\$ 2,000			\$ 7,500							
11.3 60 Percent Design		68	360	592	0	840	0	1300	0	90	0	3240	\$ 485,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
11.3.1 60% Design - Desilting Basin		4	40	60		100		160		32	396	\$ 57,800	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -						
11.3.2 60% Design - Desilting Basin Access Road		4	60	160		160		200		16	260	\$ 40,600	\$ -	\$ -											
11.3.3 60% Design - Canal Relocate in Place and Access Road		4	60	180		180		280		32	616	\$ 94,300	\$ -	\$ -											
11.3.4 60% Design - Canal Abandonment		4	40	100		40		160			444	\$ 52,900	\$ -	\$ -											
11.3.5 60% Design - New Profile and Access Road		4	40	40		160		240			484	\$ 71,000	\$ -	\$ -											
11.3.6 60% Design - Structural and Mechanical Details		4	40	40		80		100			264	\$ 41,700	\$ -	\$ -											
11.3.6 60% Design - Electrical IGC + SCADA		4	24	80		100		160			368	\$ 56,300	\$ -	\$ -											
11.3.6 60% Design - Revegetation		12	16			80		80			148	\$ 21,300	\$ -	\$ -											
11.3.6 60% Design - BMP and SWPPP		8	16			40		40			104	\$ 15,800	\$ -	\$ -											
11.3.10 60% Design - Traffic Control		16	40			40		80			176	\$ 26,400	\$ -	\$ -											
11.3.11 Quality Control and Constructability		40									80	\$ 19,000	\$ -	\$ -											
11.4 Final Design		84	220	360	20	660	40	780	40	160	0	2844	\$ 356,400	\$ 300	\$ 3,000	\$ -	\$ -	\$ 6,000	\$ -						
11.4.1 90 Percent Design		8	60	200		360	40	400	40	80	1188	\$ 170,700	\$ -	\$ 1,000		\$ -	\$ -	\$ 6,000	\$ -						
11.4.2 100 Percent Design		8	60	120	20	220		300		40	768	\$ 113,600	\$ 300	\$ 1,000		\$ -	\$ -	\$ 6,000	\$ -						
11.4.3 Final Design		8	40	40		80		80		16	264	\$ 41,600	\$ -	\$ 1,000											
11.4.3 Quality Control and Constructability		60	60							24	144	\$ 30,300	\$ -	\$ -											
TOTALS																									
TOTAL																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS																									
TOTALS		</																							

**CITY OF ESCONDIDO
COMPENSATION AND FEE SCHEDULE
DESIGN OF SAN PASQUAL CANAL UNDERGROUNDING**

Michael Baker International and Brown and Caldwell										Sub Consultants									
Michael Baker International																			

Attachment B

City of Escondido

San Pasqual Undergrounding Project

List of Proposed Employees by Michael Baker International

Trudi Lim - Principal	Geoff Rettemeyer – Project Engineer Traffic
John Harris – Project Manager	John Dompore – Project Engineer Traffic
Daniel Smith - QC Manager	Neva Cobian – Permit Processor II
Carlos Mendoza – Design Team Lead	Amanda Daniels – Permit Processor II
Greg Postlewaite – Design Team Lead	Kim Loring – Administrative Assistant
Kyle Wood – Project Engineer	Wayne Papac – QC Constructibility
Makrom Shatila – Sr. Project Engineer	Greg Gomez – QC Constructibility
Karl Meier – Sr. Project Engineer	Marek Pryzwara – Sr. Project Engineer Electrical
Jose Castro – Project Engineer	Yee Ping – Project Engineer Electrical
Shirley Reppert – Project Engineer	Michael Gonzales – Environmental Lead
Amanda Saour – CADD Designer	Mark MacFarland – Survey Team lead
Richard Misell – Sr. Designer	John Bistowski – Sr. Surveyor
Richard Roldan – Sr. Designer	Tom Sosey – Sr. Surveyor
Ryan Zellers – Sr. Project Engineer Traffic	2-man survey crew
Blanca Soto – Project Engineer Traffic	

RESOLUTION NO. 2018-95

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE, ON BEHALF OF THE CITY, A
CONSULTING AGREEMENT WITH HELIX
ENVIRONMENTAL PLANNING, INC., FOR THE
SAN PASQUAL UNDERGROUNDING PROJECT
ENVIRONMENTAL SERVICES

WHEREAS, the San Luis Rey Indian Water Rights Settlement Agreement stipulates that portions of the Escondido Canal that cross the San Pasqual Indian Reservation must be replaced with an underground pipeline; and

WHEREAS, the undergrounding of the canal, known as the San Pasqual Undergrounding Project ("Project"), must be completed within six years of the effective date of the Settlement (May 17, 2023); and

WHEREAS, on November 2, 2016, the City Council adopted Resolution No. 2016-156, adopting the Environmental Assessment/Mitigated Negative Declaration for the Project (ENV 15-0016); and

WHEREAS, the City of Escondido desires to have environmental surveys and permitting prepared for the Project; and

WHEREAS, Helix Environmental Planning, Inc. has the personnel and expertise to provide the required environmental services; and

WHEREAS, City of Escondido staff have completed negotiations with Helix Environmental Planning, Inc. for environmental services for the Project and the Director of Utilities recommends that the Consulting Agreement ("Agreement") be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$100,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Director of Utilities.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Helix Environmental Planning, Inc. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this _____ day of _____, 20__.

Between: CITY OF ESCONDIDO
 a Municipal Corporation
 201 N. Broadway
 Escondido, California 92025
 Attn: Angela Morrow, P.E.
 760-839-6290 ext. 7030
 ("CITY")

And: HELIX Environmental Planning, Inc.
 7578 El Cajon Boulevard
 La Mesa, CA 91942
 Attn: Karl Osmundson
 619-462-1515
 ("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide biological consulting services for the San Pasqual Underground Project; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$100,000.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on

this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

HELIX Environmental Planning, Inc.

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT A
SCOPE OF SERVICES

Task 1 Project-Level Biological Resources Surveys (Mitigation Measure Bio-1). The project's approved and certified Mitigation Monitoring and Reporting Program (MMRP) requires that certain project-level biological resources surveys are completed during design and prior to project construction. These surveys have specific protocol requirements and expirations attached to them. HELIX understands that surveys for rare plants, coastal California gnatcatcher (*Polioptila californica californica*), and least Bell's vireo (*Vireo bellii pusillus*) were initially completed for the project in 2016. These surveys will need to be updated to obtain current information in accordance with required protocol and the project's mitigation measures. The scope for each survey task is provided below.

Rare Plant Surveys. A qualified HELIX biologist will complete updated rare plant surveys to verify the 2016 findings and obtain current findings in accordance with agency-recommended protocol. This task assumes a spring (April/May) and summer (June/July) survey to adequately span the expected blooming period for rare plants with potential to occur. The results of the survey will be documented in a brief letter report with associated figures. Rare plant locations will be provided to the City and project team in AutoCAD.

Coastal California Gnatcatcher Surveys. A USFWS-permitted HELIX biologist will complete updated gnatcatcher surveys in accordance with current USFWS protocol for entities not participating in the Natural Community Conservation Planning (NCCP) program, such as the City. This task conservatively assumes that non-breeding season survey protocol may be required, which includes nine surveys conducted two weeks apart during the non-breeding season (July 1 through March 14). If the project schedule allows, this task will accommodate breeding season surveys (March 15 through June 30) in place of non-breeding season surveys. The results of the survey effort will be documented in a brief letter report, which must be submitted to the USFWS within 45 days of completing the final survey in accordance with HELIX's 10(a)(1)(A) recovery permit (TE778195).

Least Bell's Vireo Surveys. A qualified HELIX biologist will complete updated vireo surveys in accordance with current USFWS protocol, which requires eight surveys spaced at least 10 days apart between April 10 and July 31. The results of the survey effort will be documented in a brief letter report, which must be submitted to the USFWS in accordance with required protocol.

Task 2 Formal Jurisdictional Delineation (Mitigation Measure Bio-10). HELIX understands that a jurisdictional delineation was initially completed for the project in 2016. The delineation will be updated to obtain current information for final design in accordance with the project's mitigation measures.

HELIX will conduct an updated delineation in accordance with current regulatory guidance provided by the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW). The delineation will verify boundaries of potential agency jurisdiction for planning and design purposes, including waters for the U.S. subject to the regulatory jurisdiction of the USACE pursuant to Clean Water Act Section 404, waters of the State pursuant to Clean Water Act Section 401, and streambed and riparian habitat pursuant to California Fish and Game Code Sections 1600 et seq. The results of the delineation will be documented in a letter report, with associated figures and data sheets.

Task 3 Environmental Permitting (Mitigation Measure Bio-10). If the project cannot be designed to avoid impacts to USACE, RWQCB, and/or CDFW-jurisdictional waters and wetlands, then HELIX will complete the following tasks related to preparation and submittal of permit application packages, and support during permit processing:

Pre-Application Agency Meetings. If strategically aligned with the project goals, HELIX will assist the City in coordinating and attending pre-application meetings with the USACE, CDFW, and/or RWQCB to discuss the project, present the jurisdictional delineation findings, and establish the course for project permitting. HELIX has assumed preparation and attendance of up to three meetings, which are anticipated to be up to four hours each (including travel time) and will not exceed a total of 12 hours for HELIX's Principal Regulatory Specialist or Principal Biologist. Additional meetings will be attended within the budgetary limits of Task 6 below.

Preliminary Jurisdictional Determination (PJD). HELIX will prepare a standard PJD that will serve as a stand-alone summary of USACE jurisdiction within the site. HELIX will complete the PJD based on the jurisdictional delineation and report authorized under a separate cover. Applicable figures depicting potential USACE jurisdiction and proposed impacts will be appended to the form.

CWA Section 404 Permit. Based on the information available to HELIX, it is assumed that the project could qualify for the preparation and submittal of a Nationwide Permit package to the USACE. HELIX will prepare the following draft materials as part of the 404 permit: cover letter, Pre-Construction Notification, linear-foot waiver request, jurisdictional delineation (as authorized by City under Task 2 above), PJD, and mitigation proposal. Also included in the 404 package will be the biological resources documentation for federal Endangered Species Act (ESA) compliance (e.g., Biological Technical Report, as provided by City) and cultural/historical resources documentation for National Historic Preservation Act (NHPA) Section 106 compliance (e.g., Archaeological Resources Report, as provided by City). This task assumes that the USACE will not require a Standard Individual Permit for the project and that no Endangered Species Act consultation will be required.

CWA Section 401 Request for Water Quality Certification. Based on information available to HELIX, it is assumed that the project will require the preparation and submittal of a 401 Request for Water Quality Certification to the RWQCB for impacts to waters of the State. Issuance of a 401 certification by the RWQCB or demonstration that the RWQCB did not take action on the certification request is a material part of fulfilling the conditions of the CWA Section 404 Nationwide Permit. HELIX will prepare the following draft materials as part of the 401 certification request: cover letter, Request for Water Quality Certification application form, jurisdictional delineation (as authorized by City under Task 2 above), PJD, and mitigation proposal. Also included in the package will be the project's CEQA documentation (as provided by City), Water Quality Management Plan (as provided by City), Hydrology and Hydraulics Study (as provided by City), Storm Water Pollution Prevention Plan (as provided by City), and detailed description and plans for Best Management Practices. A standard application fee of \$1,500 is also required by the RWQCB. HELIX assumes that a check for the required fee will be provided by City for submittal to the RWQCB.

CFG Code Section 1602 Notification of Lake or Streambed Alteration. Based on information available to HELIX, it is assumed that the project will require the preparation and submittal of a Notification of Lake or Streambed Alteration to CDFW for a standard 5-year Section 1602

Streambed Alteration Agreement. HELIX will prepare the following draft materials as part of the 1602 agreement request: cover letter, Notification of Lake or Streambed Alteration application form, jurisdictional delineation, and mitigation proposal. Also included in the Notification package will be the biological resources documentation for California Endangered Species Act (CESA) compliance (e.g., Biological Technical Report) and CEQA documentation. A standard application fee of \$5,145.75 is also required by the CDFW. HELIX assumes that a check for the required fee will be provided by the Client for submittal to the CDFW.

HELIX will submit an electronic copy of the draft permit application materials to Client for review. HELIX will revise the draft permit application materials based on one set of comments provided by Client. HELIX will finalize the permit application materials and submit electronic and hard copies of the final permit application materials to the appropriate regulatory agencies. An electronic and five hard copy binders of permit application materials are included in this task.

HELIX will provide support to City during agency processing of permit application materials. At the specific direction of the City, HELIX will serve as the primary point of contact for the regulatory agencies and will lead coordination efforts on behalf of City. Specific support tasks expected to be provided by HELIX include performing outreach to the agencies via phone and e-mail correspondence; coordinating with City regarding additional information needs during permit processing; preparing additional information and report revisions in response to agency comments; and attending meetings.

For the purposes of providing this cost estimate, HELIX has assumed 80 hours of Principal Biologist, Biologist and GIS Specialist time to support Client during coordination of permit processing under this task, which is expected to have a duration of 9 to 12 months.

Task 4 Support during County Easement Vacation Processing. HELIX will provide environmental support during coordination with the County of San Diego regarding vacation of existing easements. Support services expected to be provided include research, preparation of environmental documentation, phone and e-mail correspondence, and meetings, including hearing attendance. For cost estimate purposes, this task assumes 52 hours for Principal Biologist, Biology Project Manager, and GIS Specialist.

Task 5 As-Needed Environmental Support during Design. HELIX will provide as-needed environmental support to the City and project design team over the course of the design phase. Support services expected to be provided include additional site visit, plan review, recommendations on notes and specifications, data exchange, phone and e-mail correspondence, and additional documentation. For cost estimate purposes, this task assumes 80 hours for Principal Biologist, Biology Project Manager, and GIS Specialist.

Task 6 As-Needed Project Management, Coordination, & Meetings. HELIX will provide as-needed project management services to the City, which are expected to include quality assurance/quality control review of work products, task coordination, progress review and reporting, phone and e-mail correspondence, and meetings with the City, project team, and/or other agencies. For cost estimate purposes, this task assumes 48 hours for Principal Biologist and Biology Project Manager.

Cost Estimate - Environmental Support Services
San Pasqual Undergrounding Project
HELIX Environmental Planning, Inc.
30-May-18

HELIX LABOR	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		TOTAL			
	Project-Level Biological Resources Surveys		Formal Jurisdictional Delineation		Environmental Permitting		Support during County Easement Vacation Processing		As-Needed Environmental Support during Design		As-Needed Project Management, Coordination, & Meetings					
	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Personnel																
Principal Biologist	Osmundson, Martinez, Nigro, Sward	\$220	2	\$440	12	\$2,640	80	\$17,600	30	\$6,600	40	\$8,800	34	\$7,480	198	\$43,560
Biology Project Manager	Ehsan, Liddicoat	\$160	4	\$640	24	\$3,840	24	\$3,840	10	\$1,600	24	\$3,840	14	\$2,240	100	\$16,000
Biology Project Manager	Lee	\$120	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0
Biologist V	Mattson, Harris	\$115	22	\$2,530	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	22	\$2,530
Biologist IV	Moreton, Rosenbaum	\$105	16	\$1,680	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	16	\$1,680
Biologist III	Bellon, Edgley	\$95	72	\$6,840	13	\$1,235	28	\$2,660	-	\$0	-	\$0	-	\$0	113	\$10,735
Biologist II	Rachels, Lo	\$85	72	\$6,120	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	72	\$6,120
Biologist I	van Tarnelen	\$75	36	\$2,700	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	36	\$2,700
Technical Editor	Richards	\$85	8	\$680	4	\$340	12	\$1,020	-	\$0	-	\$0	-	\$0	24	\$2,040
Operations Manager	Catelani	\$100	4	\$400	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	4	\$400
Graphics Coordinator	McGee	\$110	1	\$110	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	1	\$110
Sr. GIS Specialist	Venz	\$135	4	\$540	12	\$1,620	30	\$4,050	12	\$1,620	16	\$2,160	-	\$0	74	\$9,990
GIS Specialist I	Phillips	\$90	12	\$960	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	12	\$960
Clerical	Garde, Intern	\$65	1	\$65	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	1	\$65
Subtotal HELIX Labor			254	\$23,705	65	\$9,675	174	\$29,170	52	\$9,820	80	\$14,800	48	\$9,720	673	\$96,890

EXPENSES		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	TOTAL				
Document Reproduction		\$100	\$50	\$500	\$0	\$182	\$39	\$871				
Communications (postage/couriers/hosted conference calls)		\$0	\$0	\$0	\$0	\$0	\$0	\$0				
GPS (per day)	\$60	1	\$60	\$0	\$0	\$0	\$0	\$120				
Court Reporter		\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Aerial Imagery		\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Plotting & Color Prints		\$50	\$100	\$50	\$0	\$0	\$0	\$200				
Per Diem/Meals & Lodging		\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Mileage	\$0.540	1790	\$967	\$85	379	\$205	304	\$164	\$0	\$398	\$216	\$1,636
Records Search		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Expenses		\$1,177	\$295	\$755	\$164	\$182	\$255	\$2,827				
HELIX Mark-Up on Expenses	10%	\$118	\$30	\$75	\$16	\$18	\$25	\$282				
Total Expenses		\$1,295	\$325	\$830	\$180	\$200	\$280	\$3,109				

TOTAL			\$25,000	\$10,000	\$30,000	\$10,000	\$15,000	\$10,000	\$100,000
--------------	--	--	----------	----------	----------	----------	----------	----------	-----------

Attachment D Schedule of Fees

Consulting Services

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

Direct Costs

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25.00 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

Payment

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt. If payment is not paid when due, then such sum shall bear interest at 1 ½ % per month on the unpaid balance, not to exceed the maximum legal rate of interest.

Professional Rates

Current hourly rates for consulting services:

Principal	\$210.00-225.00
Principal Planner	\$195.00-225.00
Principal Biologist	\$180.00-220.00
Principal Permitting Specialist	\$170.00-215.00
Principal Acoustician	\$180.00-195.00
Sr. Fisheries Scientist	\$200.00-220.00
Sr. Project Manager I-III	\$130.00-190.00
Sr. Air Quality Specialist	\$155.00-180.00
Sr. Environmental Specialist	\$150.00-170.00
Noise/Air Quality Specialist	\$145.00
Environmental Specialist I-III	\$85.00-150.00
Environmental Compliance Specialist	\$105.00
Project Manager I-III	\$110.00-160.00
Archaeology Field Director	\$90.00
Staff Archaeologist	\$65.00 - \$80.00
Archaeology Field Crew	\$75.00
Sr. Archaeologist	\$150.00-155.00
Historian	\$70.00-125.00
Environmental Planner I-III	\$90.00-115.00
Environmental Analyst	\$65.00-75.00
Sr. Scientist	\$120.00-180.00
Biologist I-V	\$75.00-120.00
Assistant Biologist	\$50.00-60.00
Sr. GIS Specialist	\$120.00-160.00
GIS Specialist I-III	\$75.00-105.00
GIS Technician	\$50.00-60.00
Graphics	\$110.00
Document Coordinator	\$80.00
Technical Editor	\$70.00-90.00
Operations Manager	\$100.00
Word Processor I-III	\$65.00-80.00
Clerical	\$65.00

Rates are subject to change on a yearly basis

ATTACHMENT B
KEY PROJECT STAFF

HELIX personnel expected to work on the project include the following:

Labor Category	Name
Principal Biologist	Osmundson, Martinez, Nigro, Sward
Biology Project Manager	Ehsan, Liddicoat
Biology Project Manager	Lee
Biologist V	Mattson, Harris
Biologist IV	Moreton, Rosenbaum
Biologist III	Bellon, Edgley
Biologist II	Rachels, Lo
Biologist I	van Tamelen
Technical Editor	Richards
Operations Manager	Catelani
Graphics Coordinator	McGee
Sr. GIS Specialist	Venz
GIS Specialist I	Phillips
Clerical	Garde, Intern

ORDINANCE NO. 2018-15

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING ARTICLE 66 (SIGN ORDINANCE)
OF THE ESCONDIDO ZONING CODE
RELATING TO DRIVE-THROUGH MENU
BOARDS

APPLICANT: Christopher Wadleigh (Habit Burger)
PLANNING CASE NO.: AZ 18-0004

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. That proper notices of a public hearing have been given and public hearings have been held before the Planning Commission and City Council on amending Article 66 (Sign Ordinance) of the Escondido Zoning Code relating to drive-through menu boards.

SECTION 2. The City Council has duly reviewed and considered all evidence submitted at said hearings, including, without limitation:

- a. Written information;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated June 6, 2018, which, along with its attachments, is incorporated herein by this reference as though fully set forth herein; and
- d. Additional information submitted during the Public Hearing.

A COMPLETE COPY OF THIS ORDINANCE IS ON FILE IN THE OFFICE OF THE CITY CLERK FOR YOUR REVIEW.
--

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 8

June 13, 2018

File No. 0430-30

SUBJECT: Adoption of Fiscal Year 2018/19 Annual Operating Budget and the Appropriations Limit (GANN Limit) for Fiscal Year 2018/19 and Approval to Modify the Budgetary and Financial Policies

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt the following Resolutions:

1. Resolution No. 2018-82, approving the Fiscal Year 2018/19 Annual Operating Budget;
2. Resolution No. 2018-83 approving the Appropriations Limit (Gann Limit) for FY 2018/19;
3. Resolution No. 2018-106 to modify the Budgetary and Financial Policies concerning the use of one-time resources.

FISCAL ANALYSIS:

A General Fund budget has been submitted with the assumption that the City of Escondido (City) will continue to show economic growth. The proposed FY 2018/19 General Fund Operating Budget is a balanced budget without the use of reserves and projects a 3 percent increase in total revenues and 4 percent increase in total expenditures. The budget document can be viewed on the City's website at: <https://www.escondido.org/annual-operating-budget.aspx>.

The current General Fund reserve balance is \$17.4 million.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item implements provisions in the City Council's Action Plan regarding Fiscal Management.

BACKGROUND:

The proposed General Fund Operating Budget includes expenditures of \$102.6 million to provide core City services, as well as funding to achieve the goals and key outcomes defined in the City Council Action Plan. These expenditures are primarily supported by five major General Fund revenue sources that include sales tax, property tax, franchise fees, business licenses, and transient occupancy tax. These five major General Fund revenue sources account for \$79.6 million, or 78 percent, of the revenue in the proposed budget. The remainder of revenues in the General Fund are generated by a variety of sources that include charges for services, investment and rental income, intergovernmental, fines and forfeitures and permits and licenses.

Core services for the General Fund include Public Safety, Public Works, Communications and Community Services, Community Development and Engineering. Public Safety, which includes police and fire services, continues to be a high priority for the City and comprises approximately 66 percent of the General Fund operating budget. Public Works provides maintenance services to City streets and parks and makes up 10 percent of the budget. Communications and Community Services provides library services, recreational programs, and older adult services to citizens and makes up 7 percent of the budget. Community Development comprises 5 percent of the budget and includes planning, building and code enforcement services. Engineering comprises 3 percent of the budget and oversees, transportation, design and construction, field engineering, and real property. The remaining 9 percent of the General Fund are those department budgets that provide support to the core City services.

The proposed budget includes expenditures to achieve the goals of the City Council Action Plan. The Plan has four major priority areas that include: Economic Development, Fiscal Management, Neighborhood Improvement and Public Safety. The proposed budget focuses on these areas with the goal of achieving the five key outcomes:

- Economic Health – Creating an economically prosperous City
- High Performing Government – Establishing a City that is open, transparent, accountable, engaged with its stakeholders and strives to ensure fiscal stability
- Neighborhood Livability – Achieving cleaner, safer and livable neighborhoods
- Effective Transportation – Addressing local transportation needs for cost-effective street, transit, bicycle, and pedestrian improvements
- Safe Community – Building strong, cohesive, vibrant, participatory communities that promote a safe environment for Escondido with high quality emergency services

During the Fiscal Year 2018/19 Operating Budget Briefing on May 2, 2018, notable changes to the operating budget were discussed with the City Council. These changes included North County Transit Districts (NCTD) request of full-time law enforcement services at the Escondido Transit Center. In addition, the Escondido Union School District requested a School Resource Office to provide law enforcement at local schools. Due to fiscal constraints, the NCTD has now decided against their request for full-time law enforcement services, but instead will reimburse the City for all Police overtime, including overhead, administration, and equipment costs, for law enforcement at and around the Escondido Transit Center. The Escondido Union School Districts request remains unchanged, and a contract will be brought to Council later this year. The proposed budget accommodates these updates.

The City will face significant challenges in the years beyond Fiscal Year 2018/19 largely due to CalPERS rate increases. The City is potentially facing a budget deficit of \$10 million by fiscal year 2021/22. Eliminating a deficit this large is extremely challenging when 83 percent of the total General Fund budget is the cost of staffing to provide City services and 76 percent is dedicated to health and safety with the Police, Fire and Public Works budgets. To help mitigate these financial challenges, the City Council established a Section 115 Irrevocable Pension Trust on February 14, 2018. The Trust

will assist in ensuring long-term sustainability of pension benefits. An initial deposit of \$1,984,000 has been transferred to the Section 115 Irrevocable Pension Trust.

The City's current policy on the use of one-time resources is to allocate all such funds only to 1) one-time uses, including capital and other one-time expenditures; 2) provide transitional funding of operations (for a limited time period and a planned ending date); 3) increase reserves; or 4) pay down unfunded liabilities.

On April 25, 2018, the City Council provided direction to Staff to modify this policy to provide funding for the pension trust. The modified policy will state that the Successor Agency Redevelopment loan repayments to the General Fund shall all be contributed to the Section 115 Irrevocable Pension Trust. This policy change has been included in the Fiscal Year 2018/19 Annual Operating Budget. We are anticipating additional contributions to the Trust from this loan repayment of about \$14 million over the next four years.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager/Admin. Svs.
6/6/2018 1:48 p.m.

Joan Ryan, Assistant Director of Finance
6/7/2018 8:34 a.m.

ATTACHMENTS:

1. Resolution No. 2018-82 Approving the Fiscal Year 2018/19 Annual Operating Budget
2. Resolution No. 2018-83 Approving the Gann Limit for Fiscal Year 2018/19
3. Resolution No. 2018-83 – Exhibit A -GANN Calculation
4. Resolution No. 2018-83 – Exhibit B -GANN Limit Calculation
5. Resolution No. 2018-106 Modifying the Budgetary and Financial Policies
6. Resolution No. 2018-106 – Exhibit A -Budgetary and Financial Policies

RESOLUTION NO. 2018-82

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ADOPTING OPERATING BUDGETS FOR
CERTAIN CITY DEPARTMENTS FOR FISCAL
YEAR 2018-19 SUBJECT TO ANY AMENDMENT
MADE PURSUANT TO COMPENSATION PLANS
FOR THE CITY OF ESCONDIDO AND
ESTABLISHING CONTROLS ON CHANGES IN
APPROPRIATIONS TO VARIOUS FUNDS AND
DEPARTMENTS

BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

SECTION 1. That the budgets for all City Departments for the period July 1, 2018, through June 30, 2019, inclusive, contained in the Fiscal Year 2018-19 Operating Budget Document (a copy of which is on file in the Office of the City Clerk) as amended by Council, are adopted as the final budgets for the Fiscal Year 2018-19, subject to any further amendments pursuant to approval of Compensation Plans for employees of the City of Escondido.

SECTION 2. That the amount designated as Department Total for each department and each fund in the budgets on file with the City Clerk, is hereby appropriated to the department or fund for which it is designated subject to adjustments for Compensation Plan approvals. Such appropriations as adjusted shall not be increased without approval of the City Council, except that transfers within funds, may be approved by the City Manager. All amounts designated as Employee Services, Maintenance and Operation, and Capital Outlay in each budget on file with the City Clerk, are hereby appropriated for such uses to the department or fund under which they are listed, subject

to any amendments made pursuant to approval of Compensation Plans for employees of the City of Escondido, and shall not be increased without approval of the City Manager.

SECTION 3. That the approval of the Operating Budget Document, including the Department Total expressed for each department, and any subsequent amendments shall include approval for all actions of the City acting as Successor Agency of the former Escondido Redevelopment Agency as expressed in said Operating Budget Document.

RESOLUTION NO. 2018-83

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ADOPTING AN ANNUAL APPROPRIATIONS
LIMIT FOR THE FISCAL YEAR 2018-19 AS
REQUIRED BY LAW

WHEREAS, Article XIII-B of the California State Constitution requires that the City of Escondido calculate an appropriations limit for each fiscal year, commonly known as the "Gann Limit;" and

WHEREAS, the Gann Limit is based on a combination of a population factor and an inflation factor as outlined on Exhibit "B," which is attached to this resolution and incorporated by this reference; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt an annual Gann Limit for Fiscal Year 2018-19 as listed on Exhibit "A," which is attached to this resolution and incorporated by this reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council adopts the calculation of the annual Gann Limit for the Fiscal Year 2018-19. The Gann Limit is adopted on a provisional basis as the limit may need to be adjusted when current assessment data are available. The 2017-18 Gann Limit Calculation, is finalized as shown on Exhibit "B."

**EXHIBIT A
GANN CALCULATION
2018-19**

	<u>PROCEEDS</u>	<u>NON-PROC.</u>
PROPERTY TAXES	27,033,000	
OTHER TAXES:		
Sales and Use Tax	38,517,470	
Property Transfer	845,000	
Franchise	7,018,000	
Transient Occupancy Tax	1,805,000	
RPTTF Residual Payment	1,800,000	
LICENSES AND PERMITS:		
Business Licenses	1,924,000	
Plumbing Permits		62,000
Building Permits		607,000
Electrical Permits		121,000
Mechanical Permits		79,000
Other Permits		460,000
FINES, FORFEITURES AND PENALTIES:		
Parking Fines		200,000
Other Court Fines		892,000
Library Fines and Fees		64,000
REVENUE FROM USE OF MONEY:		
Interest Income	117,248	32,752
REVENUE FROM OTHER AGENCIES:		
Post Reimbursement		33,000
State Highway Maintenance		10,000
Grants		790,000
Rincon Fire Agreement		2,222,000

	<u>PROCEEDS</u>	<u>NON-PROC.</u>
CHARGES FOR CURRENT SERVICES:		
Zoning Fees		128,000
Subdivision Fees		37,000
Environmental Impact Reports		70,000
Sale Maps and Publications		500
Special Police Services		100,000
Plan Check Fees		429,000
Engineering Fees		383,000
Paramedic Services		5,857,000
Conservation Credit		99,000
Other Current Services		1,658,000
Community Services		2,108,000
OTHER REVENUE:		
Leased Property		3,769,000
Transfer Station Fee		694,000
Other Revenue		1,090,000
Mobile Home Rent Control		64,000
GAS TAX FUND:		
Revenue from Use of Money		
Interest Income		16,150
Revenue from Other Agencies		
State Gas Tax 2105		872,185
State Gas Tax 2106		564,140
State Gas Tax 2107		1,082,120
State Gas Tax 2107.5		10,000
State Gas Tax 2013		1,161,435
TOTALS	79,059,718	25,765,282
LESS: STATE MANDATES (Estimated)	<u>(20,000)</u>	
APPROPRIATIONS SUBJECT TO LIMIT	79,039,718	
GANN LIMIT FOR 2018-19	<u>1,162,494,142</u>	
MARGIN	<u><u>1,083,454,424</u></u>	

EXHIBIT B
GANN LIMIT CALCULATION

	<u>POPULATION FACTOR USED</u>	<u>INFLATION FACTOR USED</u>	
2002-03 Limitation		Non Residential	284,456,938
2003-04 Factor	County Growth	Assessed Valuation	<u>1.08706</u>
2003-04 Limitation		Non Residential	309,221,759
2004-05 Factor	County Growth	Assessed Valuation	<u>1.07214</u>
2004-05 Limitation		Per Capita	331,529,017
2005-06 Factor	County Growth	Personal Income	<u>1.06597</u>
2005-06 Limitation		Per Capita	353,399,986
2006-07 Factor	County Growth	Personal Income	<u>1.04937</u>
2006-07 Limitation		Non Residential	370,847,343
2007-08 Factor	County Growth	Assessed Valuation	<u>1.07955</u>
2007-08 Limitation		Per Capita	400,348,249
2008-09 Factor	County Growth	Personal Income	<u>1.05687</u>
2008-09 Limitation		Per Capita	423,116,054
2009-10 Factor	County Growth	Personal Income	<u>1.01888</u>
2009-10 Limitation		Per Capita	431,104,485
2010-11 Factor	City Growth	Personal Income	<u>0.98883</u>
2010-11 Limitation		Per Capita	426,289,048
2011-12 Factor	City Growth	Personal Income	<u>1.03269</u>
2011-12 Limitation		Non Residential	440,224,437
2012-13 Factor	County Growth	Assessed Valuation	<u>1.27787</u>
2012-13 Limitation		Non Residential	562,549,601
2013-14 Factor	County Growth	Assessed Valuation	<u>1.59242</u>
2013-14 Limitation		Non Residential	895,815,236
2014-15 Factor	County Growth	Assessed Valuation	<u>1.06226</u>
2014-15 Limitation		Per Capita	951,588,693
2015-16 Factor	County Growth	Personal Income	<u>1.05045</u>
2015-16 Limitation		Per Capita	999,596,343
2016-17 Factor	County Growth	Personal Income	<u>1.06192</u>
2016-17 Limitation		Per Capita	1,061,491,349
2017-18 Factor	County Growth	Personal Income	<u>1.04644</u>
2017-18 Limitation		Per Capita	1,110,787,007
2018-19 Factor	County Growth	Personal Income	<u>1.04655</u>
			1,162,494,142

RESOLUTION NO 2018-106

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
MODIFYING THE CITY OF ESCONDIDO
BUDGETARY AND FINANCIAL POLICIES

WHEREAS, the Government Finance Officers Association recommends that governments adopt financial policies; and

WHEREAS, financial policies are central to a strategic, long-term approach to financial management; and

WHEREAS, the City Council of the City of Escondido ("City") has adopted Resolution No. 2017-67 to establish Budgetary and Financial Policies for the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council hereby adopts the modified attached Budgetary and Financial Policies presented in Exhibit "A," which is attached to this Resolution and incorporated by this reference, and is hereby established as the policy of the City of Escondido, and shall be duly administered by the City's Finance department acting under the authority of the Deputy City Manager of Administrative Services.

CITY OF ESCONDIDO BUDGETARY AND FINANCIAL POLICIES

1. The Budget Will Be Structurally Balanced

Background – A budget is structurally balanced if it does not spend more on ongoing costs than it receives in ongoing revenues. A structurally balanced budget is a necessary component of good financial management and financial discipline and will help sustain the consistent delivery of services to residents. An unbalanced budget (spending more than is received) undermines the City's ability to deal with financial problems. It may lead to reduced services in the future and inhibit the City's ability to take advantage of opportunities that will periodically occur.

Policy - The budget for the General Fund will be structurally balanced for the fiscal year. It is not a violation of this policy to have a planned use of funds available to fund one-time items, including capital, equipment, land or transitional costs for operations (starting up or termination of a service element). It is also not a violation of this policy to use funds previously set aside to mitigate temporarily higher costs or lower revenues.

2. Multi-Year Financial Projections Will Be Incorporated in to The Budget Process

Background – The City's financial situation and projected future status are important factors in the financial and economic decisions the City Council may make. To support the City's budgetary planning and financial decision-making process, the City needs to analyze its financial situation and the key factors impacting its economic and financial status.

Policy - At a minimum, the proposed annual budget should include a three-year General Fund projection (the fiscal year plus two additional years). Major assumptions should be identified. It is desirable that the budget should include similar projections of key funds and potentially all funds.

3. The Budget Process Is Based On an Annual Cycle with Minimal Mid-Cycle Adjustments

Background - The service plan for the City is based on an annual budget and by good financial and operational practice. Budgeting on an annual basis provides time to review all revenue sources, develop solutions to previously identified problems, and to discuss and decide on policies and priorities. An annual budget process also provides time for management to plan and more efficiently and effectively implement changes incorporated into the budget. Shortening or interrupting the process with significant mid-cycle changes can lead to poor decision-making due to incomplete information and to inefficient and ineffective operations or expenditures.

Policy

- a. The annual budget process will be the general method used by the City to develop its annual service priorities and the level and type of resources to fund those services.
- b. Changes to the budget and to service levels during the fiscal year will be minimized. Changes during the fiscal year will generally be limited to technical adjustments, emergency funding, time sensitive opportunities or issues, or new grants or awards that are intended to be spent during the year. The creation of a new program, a higher service level, or other expenditures during mid-budget cycle is discouraged.
- c. Unexpected revenue shortfalls or other significant issues that may create a budget shortfall during the fiscal year are to be reported to the City Council with recommendations by the City Manager as to whether a mid-year budget adjustment should be made.

4. User Fees and Charges Will Be Set at The Cost of the Service

Background - Fees and associated charges are associated with recovering the cost of providing a service. The City can charge up to the full cost of providing a service.

Policy – Fees will be set at a level to fully recover costs, except where there is a greater public benefit through use of a lower fee, such as where full recovery may adversely impact overall revenue or may discourage participation in programs where the participation benefits the overall community.

5. One-Time Resources Will Be Used Only for One-Time Purposes

Background – One-time resources are revenues that only occur once, for a very limited time, or are too unpredictable or unstable to fund operations. One-time revenues are not suited to fund ongoing operations because they are not available in the future or cannot be relied on from year-to-year to pay the ongoing costs of operations.

Policy - One-time resources will not be used to fund ongoing operations. They will be used for one-time uses, including capital and other one-time expenditures, transitional funding of operations (for a limited time period with a planned ending date), increasing reserves, or paying down unfunded liabilities. The General Fund will be receiving one-time resources from the Successor Agency – Redevelopment Fund for repayment of the former Escondido Redevelopment loan. All of these repayments shall be contributed to the Section 115 Irrevocable Pension Trust.

6. Capital Projects Will Be Budgeted and Funded for Both Capital and Operating Costs

Background – Expenditures for capital and infrastructure often have an impact on operating costs. New capital projects typically increase costs while repairs may lower costs. When capital

and infrastructure funding decisions are made, it is important to provide information to the City Council about future operating costs as a result of the expenditures. For capital expenditure decisions, both the one-time capital costs and the ongoing net operating costs should be considered.

Policy – Before approving any capital expenditure, the City Council shall consider both the capital (one-time) and operating (ongoing) components of costs, including the full capital cost of the project, regardless of funding sources, and all City incurred site, design, overhead costs and start-up costs. Site costs for land already owned by the City do not need to be reported. Projected operating costs through any stabilization period, as well as projected future operating and maintenance costs, are to be identified. If the project has a limited economic life, the fiscal impact information should discuss proposed end of life actions and costs. The method for funding the projected operating costs is to be included in any funding description.

7. Adequate General Fund Reserves Will Be Maintained

Background – Maintaining adequate reserves is a basic component of a financially strong City. Adequate reserves help sustain City operations when adverse or unexpected circumstances impact the City. Maintaining a reserve balance allows a city to continue operations while responding to short-term problems, eliminating the need to reduce service levels when these temporary fluctuations occur. It also provides an organization time to address longer term problems while comprehensive response plans are developed.

Policy

- a. The City Council established a target General Fund Reserve balance of 25 percent of General Fund operating revenues in order to maintain adequate levels of fund balance to mitigate current and future risks and adequately provide for cash flow requirements and contingencies for unseen operating or capital needs of the City.
- b. The Reserve balance is available to fund one-time unanticipated expenditure requirements, local disasters, or when actual revenue received is less than the amount budgeted resulting in an operating deficit in the General Fund.
- c. If Reserves are used the method for replenishing deficiencies including the source of funding and time period of replenishment to occur will be defined in the resolution. Generally, the replenishment will come from future surpluses or one-time resources.
- d. The City may establish and maintain special purpose operating reserves (in addition to the operating reserve described above). Special purpose operating reserves are intended to be used for specific revenue and expense variations and will generally be formulaic and automatic in nature in terms of when the reserves will be added and when they will be used.

- e. A Pension Rate Smoothing Reserve was established to provide economic relief during recessionary cycles and/or rate increases that are significantly above anticipated projected employee rate increases. Increases or decreases to this reserve will be included in the proposed annual operating budget.
- f. The City may establish and maintain other reserves.

8. Revenues Will Be Projected Using a Methodology That Is Reasonably Conservative

Background - Revenue projections are critical to budget decisions, particularly a budget that is intended to be structurally balanced. Unfortunately, many of the City's key revenues are subject to material variation depending on the economy. No revenue projection is likely to be accurate" when the economy is changing direction or moving quickly. As a result, it is important to have a consistent approach to projecting revenues and for decision-makers to understand the basis used to project the resources available for the budget. Revenue should be projected in a way not likely to lead to a revenue shortfall and not be so conservative that the projection is always substantially under revenues.

Policy - Revenue projections are to be objectively prepared using a conservative approach. That approach should result in overall budgeted revenues for a fund being set at a level such that it is reasonably unlikely that actual revenues will be lower than budgeted.

9. Fiscal Analysis Will Be Included with All City Council Staff Reports Which Involve Decisions for Spending, Revenues, Debt, Investments, Or Other Potential Economic Impact

Background – The City Council should receive information on the actual or potential fiscal impact of its potential actions to aid in making decisions.

Policy – For any expenditure, the funding source must be identified as well as whether the expenditure has been budgeted. In addition, for any proposed City Council action impacting City finances or its economic situation, the projected or potential fiscal impact on current and future revenues and expenditures, and the projected or potential impact on the City's financial position shall be analyzed. A discussion on any overall economic impacts to the City, if relevant, will also be included.

10. The Budget Will Fund Costs Incurred in The Current Year or Will Identify the Costs That Have Not Been Fully Funded

Background – Governments sometimes have financial issues because they do not budget for or fund costs that are incurred in a budget year, but not paid out until a future year. This practice can lead to higher costs to taxpayers in the future if they have to pay for the services provided in the past. Typically, these costs are for employee benefits, but may also be

associated with other costs. Funding current year costs is not the same as funding unfunded liabilities. Paying current costs does not have any impact on existing unfunded liabilities, but it does have an impact on keeping unfunded liabilities from occurring or growing in dollar amount. Current costs, whether paid in the current year or not, are a component of structural balance.

Policy – The budget will include funding for the costs for services for the current year. If that is determined not to be appropriate for a given year, the budget will disclose that and include a discussion of those costs that were not fully funded.

11. Financial Status and Financial Issues Will Be Reported

Background – Annual audited financial statements are an essential component of financial control and management. In addition, the City prepares interim quarterly financial reports that give the City Council more up to date financial information on the City's fiscal status.

Policy

- a. The City's comprehensive annual financial report (CAFR) will be made available to the City Council, the general public, bond holders and rating agencies after completion of the annual audit. In addition, there will be periodic reporting on the budgetary status of the City, particularly the General Fund and other funds that have unusual or problematic status. Any major or critical issue will be reported as soon as it is practical.
- b. The City presents quarterly financial reports to the City Council that provide a financial update on the General Fund and other major City funds. These reports include budgetary information, along with actual resources received to date, in addition to the use of these resources in fulfilling each fund's financial plan. Any major or critical issues will be reported as soon as it is practical.

12. Grants Will Be Actively Sought, But Only as Appropriate and with Suitable Oversight to Ensure Compliance

Background - Grants are an essential component of City resources. All grants have rules and regulations that must be followed, including but not limited to the use of the awarded funds. Failure to follow the rules and regulations may require a return of the funds, even after they have been spent. Grants often come with matching funds requirements. Grant applications must be carefully reviewed to determine if the grant is appropriate for the City. Appropriateness shall be determined based on type of match requirements (cash or in-kind), dollar amount of match required, ability to recover administrative costs, excessive restrictions on expenditures, compliance risk, and/or incompatibility with other City priorities.

Policy - The City will pursue grants that are consistent with City priorities and when the benefit to the City substantially outweighs the cost of application and administration, and the risk of unintentional non-compliance. The City will not seek grants if the purpose does not provide a significant net benefit to the City for existing priorities. Before applying for any grant, staff shall ensure that the above conditions have been met. The City shall maintain the necessary administrative support and training to ensure compliance with grant terms and requirements.

13. Debt and Capital Leases Will Be Maintained at Appropriate Levels

Background - Debt (borrowing) is a valuable and necessary tool for financing major infrastructure and other capital assets. However, misuse of debt or poor debt management, including excessive debt and poor choices for the structure of debt, can contribute to financial weakness and compromise the City's ability to deliver services over the long-term.

Policy – Limits on the amount of debt shall be defined in the Debt Management Policy which has been adopted by the City Council. The term of debt will generally not exceed the life of the asset being acquired. Capital leases for vehicle replacement or other recurring costs should be part of a comprehensive strategy that provides for ongoing replacement of the equipment. Debt will not be used to fund operations. Incurring short-term debt (less than one year) to provide for cash flow in anticipation of revenues is not a violation of this policy. A separate Debt Management Policy has been adopted by the City Council and is located on the City website.

14. Cash and Investments Will Be Effectively Managed

Background – The primary objective of the City's cash and investment management system is to safeguard government funds while providing adequate liquidity to meet the daily cash flow demands of the City.

Policy – All funds that are not required for immediate expenditures shall be invested in accordance with State and Federal laws as outlined in the City's Investment Policy. Cash management shall be performed daily to determine how much of the cash balance is available for investment. The priorities for investment decisions shall be (in order of importance):

1. Safety – preserving the principal of investments by mitigating the two types of risk: credit risk and market risk.
2. Liquidity – structuring the investment portfolio with sufficient liquidity to enable the City to meet expected cash requirements.
3. Yield – generating a market rate of return on the portfolio within the investment constraints to provide income to the City.

A separate policy on Cash and Investment management has been adopted by the City Council and is located on the City website.

15. Capital Assets Will Be Inventoried and Their Conditions Assessed Periodically

Background- An effective capital asset accounting system is important to safeguard and manage the City's capital asset investment. Periodic review of the City's assets and infrastructure is necessary to ensure that the items are still in service. This also allows the departments to determine what assets can be maintained and what needs to be replaced.

Policy - It shall be the responsibility of the City's finance department to record capital asset transactions, tag assets, and change records as necessary. It shall be the responsibility of the various City departments that maintain the assets to provide custodial responsibility, safeguard the assets from damage and theft, inventory assets, and assess the condition of the assets periodically.

16. Delinquent Accounts Will Be Written Off When Deemed Uncollectible

Background – The timely identification of losses is an essential element in appropriately measuring the value of the City's assets. The write-off process is a critical component of that measurement. The policy is intended to enable the City to reflect the value of its receivables and ensure that resources are used efficiently and not devoted to the recovery of uncollectible receivables.

Policy - Delinquent accounts are reviewed by the Collections Officer and when appropriate, unpaid accounts will be assigned to the collections agency. Accounts deemed uncollectible will be written off as bad debt. No less than annually, the Director of Administrative Services and the Assistant Director of Finance will present to the City Council all proposed write offs above \$5,000 where collection efforts have been exhausted. Amounts due under \$5,000 will be written off if requested by the Revenue Manager and approved by the Assistant Director of Finance.

A separate policy on writing off bad debt has been adopted by the City Council and is located on the City website at.

17. A Long-Term General Financial Plan Will Be Maintained

Background - The long-term financial health of the City and the ability to provide services and a quality of life for the City's residents depends on the actions that City officials take. To help guide the decisions of City officials where the decisions impact the long-term finances of the City, a plan that identifies adopted general strategies for the long-term financial strength of the City is helpful, if not essential, to the long-term financial success of the City. The general financial plan would be specific enough to determine whether or not a particular proposal is consistent with the plan.

Policy - The City will continue to develop and update our long-term financial plan. The plan will outline general approaches the City should follow over the long-term to maintain and increase the ability of the City to provide services through maintaining and increasing revenues, growing the City's economy for the purpose of revenue generation, and controlling and managing the cost of services and the method of delivery of services. This plan will identify and discuss unfunded liabilities and other deferred costs such as maintenance. A plan or options will be identified to address them. This plan is not intended as a general statement of overall City strategies and goals, but rather a focused approach to long-term finances and to enhancing the economic strength of the City to generate more revenues and resources for services. The plan may be integrated into an overall set of goals and strategies for the City such as the City Council Action Plan. The City Council will modify the plan as it desires and adopt it as a general guideline for future financial and economic direction. The plan is to be reviewed and updated no less frequently than every five years.

18. Financial Policies Will Be Periodically Reviewed

Background - Financial policies need to be periodically reviewed to ensure that they do not become out-of-date and also to help reinforce compliance with the policies.

Policy – Financial policies will be reviewed by the City Council every three years or more frequently, if appropriate. The City Manager will report annually on any noncompliance with the policies.

19. Procedures and Practices Are to Be Consistent with Financial Policy

Background – Financial policies are high level expressions of direction. Implementation of policies requires detailed procedures and practices.

Policy – Policy implementation procedures and practices designed and implemented by the City Manager and any associated administrative procedures and practices shall be consistent with the adopted City Council policies.

CITY COUNCIL STAFF REPORT

Current Business Item No. 9

June 13, 2018

File No. 0650-40

SUBJECT: General Municipal Election – November 6, 2018

DEPARTMENT: City Clerk's Office

RECOMMENDATION:

It is requested that the City Council adopt resolutions calling for and holding a General Municipal Election and requesting consolidation with the November 6, 2018, Statewide General Election.

1. Adopt Resolution No. 2018-90, calling for and giving notice of a General Municipal Election on November 6, 2018, for the following elective offices:
 - a. One (1) City Council Member with a four-year term to represent District One;
 - b. One (1) City Council Member with a four-year term to represent District Two; and
 - c. One (1) Mayor with a four-year term to be elected at-large.
2. Adopt Resolution No. 2018-91 requesting the Board of Supervisors, County of San Diego, to consolidate the City's General Municipal Election with the Statewide General Election.

FISCAL ANALYSIS:

\$150,000 has been allocated in the 2018-19 General Fund Non-Departmental budget for this election.

BACKGROUND:

The Escondido Municipal Code Section 2-29 requires the City's General Municipal Election to be held on the same day as the Statewide General Election, which is November 6, 2018. The resolutions presented give notice of the upcoming Municipal Election. The resolutions must be filed with the Registrar of Voters no later than August 10, 2018.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Diane Halverson, City Clerk
6/6/2018 1:42 p.m.

ATTACHMENTS:

1. Resolution No. 2018-90
2. Resolution No. 2018-91

RESOLUTION NO. 2018-90

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
CALLING FOR THE HOLDING OF A GENERAL
MUNICIPAL ELECTION TO BE HELD ON
TUESDAY, NOVEMBER 6, 2018, FOR THE
ELECTION OF CERTAIN OFFICERS AS
REQUIRED BY THE PROVISIONS OF THE
LAWS OF THE STATE OF CALIFORNIA
RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 6, 2018, for the election of Municipal Officers; and

WHEREAS, the City Council of the City of Escondido, California, has adopted Ordinance No. 2013-17, amending the Escondido Municipal Code to provide that the four members of the City Council shall be elected by district, with two such districts to be on the 2018 ballot. The Mayor and all City measures shall be voted on by the city at-large; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, including the requirements of Section 10403 of the Elections Code and Section 34883 of the Government Code, there is called and ordered to be held in the City of Escondido, California, on Tuesday, November 6, 2018, a General Municipal Election for the purpose of electing one (1) Member of the City Council to be nominated and elected by voters in District One for the full term of four (4)

years; one (1) Member of the City Council to be nominated and elected by voters in District Two for the full term of four (4) years; and one (1) Mayor for the full term of four (4) years to be elected at-large.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of San Diego Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

RESOLUTION NO. 2018-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2018, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Escondido called a General Municipal Election to be held on November 6, 2018, for the purpose of the election of one Member of the City Council to be nominated and elected by voters of District One, one Member of the City Council to be nominated and elected by voters of District Two, and one Mayor to be elected at-large; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the County Election Department of the County of San Diego canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ESCONDIDO DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code and Section 34883 of the Government Code, the Board of Supervisors of

the County of San Diego is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 6, 2018, for the purpose of the election of one (1) Member of the City Council to be nominated and elected by registered voters of District One; one (1) Member of the City Council to be nominated and elected by registered voters of District Two; and one (1) Mayor to be elected at-large by registered voters in the City of Escondido.

SECTION 2. That the County Elections Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election in accordance with California Election Code Section 10418.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Escondido recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Elections Department of the County of San Diego.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.



FUTURE CITY COUNCIL AGENDA ITEMS

Updated June 7, 2018

AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE.
CHECK WITH THE CITY CLERK'S OFFICE AT 839-4617

June 20, 2018
4:30 p.m. (include CIP)

PROCLAMATIONS

Robert Barriento's Day

CONSENT CALENDAR

Community Facilities District (CFD) 2006-01 (Eureka Ranch) Annual Special Tax Levy

(S. Bennett)

A special tax is levied annually on real property within the Community Facilities District No. 2006-01 and is collected through the County of San Diego Assessor's Office. The proceeds from the special tax are used to meet debt service obligations from the issuance of bonds for the District.

Community Facilities District (CFD) 2000-01 (CDF) 2000-01 (Hidden Trails) Annual Special Tax Levy

(S. Bennett)

A special tax is levied annually on real property within the Community Facilities District No. 2000-01 and is collected through the County of San Diego Assessor's Office. The proceeds from the special tax are used to meet debt service obligations from the issuance of bonds for the District.

Award Purchase of Fuels for Fiscal Year 2019

(J. Goulart)

Annual award of Fiscal Year 2019 unleaded and diesel fuel purchase.

Authorization to Upgrade the Fleet Focus Fleet Management System and Enter into a Maintenance Contract with AssetWORKS of Wayne, PA

(J. Goulart)

The Fleet Focus upgrade will provide the needed features and efficiencies that will enhance collaboration to all users and improve customer service. The contract with AssetWORKS will ensure the system maintains an upgraded status. It will also allow for technical assistance and provide all needed maintenance to ensure the implementation is completed and ready for immediate use.

June 20, 2018
Continued

CONSENT CALENDAR Continued

	Contract Renewal with ICMA Retirement Corporation (ICMA-RC) for the Record Keeping and Plan Administration of the City's Deferred Compensation Plans (S. Bennett) <i>ICMA-RC has been the provider of deferred compensation services for the City of Escondido since 1986. The City recently had an outside company (BFSG) conduct an RFP for deferred compensation services. After a thorough vendor analysis and interviews, ICMA was determined to be the best provider of services for the City of Escondido.</i>
	Final Engineer's Report for City of Escondido Landscape Maintenance Assessment District Zones 1 through 38 for Fiscal Year 2018/19 (J. Procopio) <i>Adoption of Resolution No. 2018-73 is the final step in the annual review process for the Engineer's Report and assessments for Zones 1 through 38 of the City of Escondido Landscape Maintenance Assessment District for FY 2018/19.</i>
	Public Services Agreement with Steven Smith Landscape, Inc. for LMD Landscape Maintenance Services (J. Procopio) <i>The City received four proposals in response to its advertised request. The proposal submitted by Steven Smith Landscape was determined to provide the best value for the service. Services include landscape and irrigation maintenance for each of the City's 34 active landscape maintenance zones.</i>
	Approve Revisions to the Multi-Jurisdictional Hazard Mitigation Plan (R. Vogt) <i>The Federal Disaster Mitigation Act (DMA) requires that state and local jurisdictions develop and maintain plans to reduce hazards and ultimately to protect communities from the effects of disasters. The plan must be reviewed and updated regularly. The plan was previously adopted by Resolution No. 2010-158. This revised and updated plan has been reviewed and approved by the County of San Diego Unified Disaster Council, the State of California Office of Emergency Management, and is awaiting tentative approval by the Federal Emergency Management Agency. An approved and adopted Hazard Mitigation is a requirement to be eligible for Pre- and Post- disaster mitigation grants.</i>
	Award of Bid for Legal Advertising – Fiscal Year 2018-19 (D. Halverson) <i>The California Public Contract Code requires when there is more than one newspaper of general circulation in a community that the public bidding process occur annually for the purpose of publishing legal notices. The award of bid will complete the process for the upcoming fiscal year.</i>
	Continuing Emergency Sewer Pipeline Repair and Change Order – Hale Avenue (C. McKinney) <i>Pursuant to Resolution No. 2018-65, the City Council previously approved the emergency repair of five damaged sewer main sections in Hale Avenue, between the intersection at Tulip Street and the Hale Avenue Resource Recovery Facility. A change order is required to complete the pipeline repairs. Pursuant to Section 22050 of the Public Contract Code, the City Council must review the emergency action at its next regularly scheduled meeting, or every 14 days if meetings occur weekly.</i>

June 20, 2018
Continued

CONSENT CALENDAR Continued

Bid Award and Public Service Agreement to Provide Meals for the Nutrition Program at the Park Avenue Community Center
(J. Axelrod)

The Park Avenue Community Center provides a nutrition program for seniors, Monday through Friday. This lunchtime program is primarily funded by grants through the County of San Diego AIS and CDBG, which help to off-set costs. On May 18, 2018, a Request for Proposal was issued to meal and transportation service providers.

Bid Award and Public Service Agreement to Provide Transportation Services for the Nutrition Program at the Park Avenue Community Center
(J. Axelrod)

The Park Avenue Community Center provides a nutrition program for seniors, Monday through Friday. This program is primarily funded by grants through the County of San Diego AIS and CDBG, which help to off-set costs. The transportation component of this program, provides door-to-door transportation for Escondido seniors, enabling them to access the program. On May 18, 2018, a Request for Proposal was issued to meal and transportation service providers.

First Amendment to Employment Agreement with the City Attorney
(M. McGuinness)

Request the City Council authorize a First Amendment to the Employment Agreement with City Attorney Michael McGuinness.

PUBLIC HEARINGS

Five-Year Capital Improvement Program and Project Budgets for Fiscal Year 2018/19
(S. Bennett)

This action will adopt the City's Five-Year Capital Improvement Program and TransNet Program of projects for Fiscal Years 2018/19-2022/23.

CURRENT BUSINESS

Resolution of Intention to Amend the Contract between CalPERS and the City of Escondido to Include Provisions Pursuant to Government Code Section 20516 "Cost-Sharing" for Teamsters CalPERS Classic
(S. Bennett)

Council ratified the contract between the City of Escondido and Teamsters on May 16. Included in the contract is cost sharing of one percent each year of the three-year contract. Per CalPERS policies, an amendment will need to be executed each year of the three-year contract once approved. Ordinance No. 2018-14 will be scheduled for final reading on the July 11, 2018 meeting.

Recycled Water Easterly Main and Tanks Project: Bid Award, Consulting Agreement, and Budget Adjustment
(C. McKinney)

The Recycled Water Easterly Main and Tanks Project will install approximately 2.8 miles of 24-inch recycled water pipeline from Citrus Avenue to the Hogback Reservoir, a new 350,000 gallon bolted steel reservoir and associated yard piping, fiber optic conduits, and convert the existing 1.2 million gallon Hogback Reservoir to recycled water.

June 20, 2018
Continued

CURRENT BUSINESS Continued

Climate Action Plan (CAP) Informational Report and Status Update
(B. Martin)

The City Council adopted a CAP in 2013. Although the City of Escondido was one of the first group of cities to prepare and adopt a CAP in the San Diego region, a lot has changed since then, and the City's CAP needs to be amended.

Request for Authorization to Review Zoning Requirements for Commercial Land Use
(B. Martin)

At the May 2, 2018 Meeting, the City Council provided direction to evaluate the zoning code land use matrix and identify an approach to updating the list of permitted and conditionally permitted land uses to be more reflective of Citywide goals and policies.

Policies for Property Sold for Development
(J. Petrek)

Request the City Council consider and discuss draft policies which would govern acceptable use and development of real property sold by the City in the Downtown Transit Station Target Area of the Escondido General Plan.

FUTURE AGENDA ITEMS (D. Halverson)

June 27, 2018
4:30 p.m.

CONSENT CALENDAR

PUBLIC HEARINGS

CURRENT BUSINESS

FUTURE AGENDA ITEMS (D. Halverson)

Weekly Activity Report



May 31, 2018

FEATURED THIS WEEK

New Utility Billing Program!

The new user-friendly utility billing payment system is live and already garnering significant participation. The new step-by-step [how-to video](#) provides instruction on registering and paying bills to make the process even easier. View the video on the City's social media sites, Channel 19, and on the monitors throughout City Hall.

You Asked, We Listened! New Customer Payment System – Secure, Easy-to-Use with *More Options*

City of Escondido residents have a new and improved secure utility bill payment system with easy-to-use options:



New Online Billing Portal

secure web-based
access to
complete
account details



Payment by Phone

access to your
account via
phone for easy
bill payment



Payment via Text

submit bill
payments
through a
simple text



Paperless Billing

get all your bills
sent to your
inbox every
month



Custom e-Notifications

be in the know
with personalized
settings on your
account

<https://www.escondido.org/utility-billing.aspx>



Fire Department Receives Grant for New Jackets!

Escondido Fire Department was awarded a grant from the Firehouse Subs Public Safety Foundation that will improve the safety and effectiveness of our Firefighters. The generous donation of \$14,888.65 paid for the cost of 91 new wildland firefighting jackets. On Thursday, June 6th the new jackets were showcased at our local Firehouse Subs store.



Escondido Police and Fire Departments Participate in Wildlife Summit

On May 30 and 31, 2018, the San Diego Safari Park hosted a Wildfire Preparedness Summit for zoos and aquariums from the western United States. The event provided a forum for large and small institutions that care for animals to learn, share and discuss how they should be prepared for wildfires. During the seminar, a panel of emergency agencies fielded questions from the participants. Fire Chief Rick Vogt and Police Lieutenant Scott Walker were joined by representatives from San Diego City Police and Fire, CAL FIRE, and CHP. One theme that emerged from the event is the power of collaboration between all agencies.



COMMUNITY DEVELOPMENT

Major Projects Update

The following major projects are being reviewed and coordinated by Planning, Engineering, Fire, Building and Utilities. The list of projects below encompasses recent project updates and/or milestones from last week. A more complete list and description of active or pending projects can be viewed [here](#).

Commercial / Office:

1. Escondido Research and Technology Center (ERTC) – West (Developer: James McCann) 2181 Citracado Parkway – A plan for a new two-story, 57,000 SF, 52-bed Palomar Rehabilitation Institute was submitted as a Plot Plan on July 31, 2017. The Plot Plan approval letter was issued on February 7, 2018. A second grading plan check was submitted by the applicant on April 16, 2018, and is now being reviewed by staff. Fire has approved the hydrant locations; and Engineering is reviewing the storm water basin design.
2. Talk of the Town Gas Station/Convenience Store (Developer: Munthar Ghazal) 400 Brotherton Road – A proposed CUP modification to add a gas station next to the carwash and use part of the vacant restaurant building for a related convenience store was submitted on March 7, 2018. The project submittal has been deemed incomplete and a letter from staff requesting additional project related information was sent to the applicant on April 5, 2018. The applicant submitted revised plans on May 24, 2018, and has had a follow-up meeting with Fire.

Industrial

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – Engineering and Planning have notified the applicant that the project conditions of approval require a final map to be approved prior to building permit issuance.
2. North American Self-Storage (Developer: Russ Colvin) 852 S. Metcalf – A revised plot plan has been approved and revised building plans were submitted into plan check on January 17, 2018. Esgil and Fire have approved the building plans. Planning has very minor corrections remaining. Engineering has approved the grading plan for the revised project and is awaiting posting of the improvement bonds prior to authorizing issuance of the building permit.

City Projects

1. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) SE corner Ash/Washington – The City Council approved a contractual agreement with Black and Veatch for design-build engineering services on April 4, 2018. The design-build engineer will complete final design and help select and manage a design-build contractor for construction of the project.
2. Lake Wohlford Replacement Dam (Developer: City of Escondido Utilities Department) – A Draft EIR was prepared and issued for a 45-day public review period that began on October 4, 2016 and closed on November 17, 2016. A field visit with staff from the state and federal wildlife agencies took place on May 11, 2017, to review biological mitigation requirements including an agency request for full mitigation for emergent vegetation at the eastern end of the lake that came into existence since the lake level was reduced for safety reasons. Staff sent a follow-up letter to the wildlife agencies on June 29, 2017, seeking clarification on the proposed biological mitigation requirements. The California Department of Fish and Wildlife responded last month reiterating their earlier comments. Additional information is being compiled by the City's biological consultants based on recent conversations with the agencies.

Institutional

1. Escondido Assisted Living (Developer: Tigg Mitchell, Mitchell Group) 1802 N. Centre City Parkway – This CUP application for a 71,300 SF three-story, assisted living and memory care facility with 90 total units was submitted on October 31, 2017. The City Council authorized review of a General Plan Amendment request on March 21, 2018, which was necessary to review the request to allow a third floor for the building. The applicant has been actively engaged with Fire, Engineering and Planning staff and has provided several revisions intended to address identified issues with the most recent project revision received on May 3, 2018. The applicant provided a revised biological study on April 23, 2018, and a revised storm water management plan on May 3, 2018. A follow-up meeting with Fire occurred on May 22, 2018. The applicant agreed to modify the vehicular access at the building entry and realign the walkway on the eastern side of the building.

Residential

1. Wohlford Subdivision (Developer: Jack Henthorne) 55 lots at 661 Bear Valley Pkwy. – Staff and the applicant have been working for some time to complete negotiations on final terms for the Development Agreement. On February 13, 2018, the Planning Commission continued the public hearing on this item at the applicant's request to allow more time to finalize negotiations. Negotiations now appear to be concluding. A Planning Commission hearing has tentatively been scheduled for June 26, 2018.
2. Safari Highlands Ranch (SHR) (Developer: Jeb Hall, Concordia Homes) 550 lots east of Rancho San Pasqual – A Notice of Availability for the Draft EIR was issued on October 16, 2017 for public review and comment. The comment period ended on January 2, 2018. Staff transmitted all the comment letters and emails to the Draft EIR consultant for review and to prepare a response to each comment. The Draft EIR and appendices have been posted on the City's website at the following link:

<https://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>
3. 18 lots at 701 San Pasqual Valley Rd (Developer: Bob Stewart) – A three-year extension of time for the previously approved ten-lot subdivision (Tract 895) was approved by the City Council on June 7, 2017. Staff comments on the revised tentative map were issued the last week of July 2017. Staff is currently reviewing revised plans submitted by the applicant on April 5, 2018, and comments are expected to be issued soon.
4. Escondido Gateway (Developer: Carolyn Hillgren, Lyon Living) 126 condo units at 700 W. Grand – Building plans have been approved by Esgil, Planning and Fire. Grading plans have been approved by Utilities, Planning and Fire. A street vacation for right-of-way frontage along Grand Avenue has been completed. Final demolition of the building foundation is now underway. Engineering approved the grading plan on May 22, 2018. The final map will be considered by the City Council for approval on June 6, 2018. The Building Division has issued a permit ready letter; and the bonds and fees have been posted with the Engineering Division. It is expected the construction permits will be issued this month.
5. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) 380 residences – The City Council voted 3-2 to approve the project on November 15, 2017. The vacant clubhouse building was destroyed by fire several days later. A lawsuit challenging the project approval was filed in Superior Court on behalf of the Escondido Country Club Homeowners (ECCHO) on December 15, 2017. The City issued a demo permit for the clubhouse building on March 30, 2018, and demolition has been completed with some cleanup remaining. The City has agreed to review construction plans for the project while the lawsuit is pending, but not issue any construction permits. The applicant submitted rough grading plans, drainage improvement plans and utility relocation plans for all three villages on May 7, 2018. Engineering plan check comments were issued on June 5, 2018. Planning comments are expected to go out this week. Landscape plans were submitted on June 5, 2018.

The approved tentative subdivision map, Final EIR and appendices, Specific Plan and other related information can be accessed on the City's website at the following link:

7. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. – The Planning Commission voted to recommend approval of the project on November 28, 2017. The City Council approved the project on January 10, 2018. The LAFCO application for annexation was submitted to LAFCO on February 20, 2018. On March 22, 2018, LAFCO staff provided a letter requesting additional information to support the annexation request. Staff provided the requested information to LAFCO on April 4, 2018. The applicant has recently proposed a revision to the storm drain alignment. That proposal is currently being reviewed by staff. Final engineering plans were submitted on May 24, 2018.
8. Aspire (106 condo units on Municipal Lot 1) (Developer: Addison Garza, Touchstone Communities) – The proposal consists of a six-story mixed-use development on Parking Lot 1. The project was initially submitted for entitlement processing on June 23, 2017. Subsequent meetings with the applicant and staff have been on-going, and the most recent resubmittal of the project plans was received on May 10, 2018. Planning is awaiting the first submittal of the environmental documentation for review.
9. The Ivy (95 condo units at 343 E. 2nd) (Developer: Addison Garza, Touchstone Communities) - The condo project was initially submitted for entitlement processing on June 23, 2017. Subsequent meetings with the applicant and staff have been on-going, and the most recent resubmittal of the project plans was received on May 10, 2018. The applicant has proposed changing circulation through the adjacent alley to one-way southbound; and a field demonstration of fire truck turning radii at the site occurred on May 2, 2018. Fire has now indicated they support the project design. Planning is awaiting the first submittal of the environmental documentation for review.
10. Grand Avenue Apartments (Developer: Norm LaCaze, Escondido Venture 99, LLC) 15 apt. units at 1316 E. Grand Ave. – A planned development application proposing 15 multi-family units in one three-story building on a vacant 0.51-acre lot was submitted for entitlement processing on September 22, 2017. A completeness review letter was sent to the applicant on October 20, 2017, indicating the application was incomplete. Several follow-up meetings with staff were held to discuss the outstanding issues regarding the project design and revised plans were submitted in early April. Planning Fire, Engineering and Utilities comments on the revised plans were sent to the applicant on April 25, 2018. Planning and Engineering met with the applicant on May 31, 2018 to discuss the comments.
11. Quince Street Senior Housing (Developer: Matt Jumper, 220 Quince, L.P.) 145 apartment units at 220 N. Quince St.– The five-story affordable senior housing apartment project was submitted on November 21, 2017. Planning staff sent a letter to the applicant on December 21, 2017, indicating the application was incomplete. Three meetings with the applicant team and multiple city departments have occurred since the project submittal to discuss project design issues, with the most recent meeting occurring on April 11, 2018. The applicant has since provided a constraints drawing showing proposed access and utility easements for review. Staff has reviewed the constraints drawing and will send a mark-up back to the applicant soon.

12. Sager Ranch/Daley Ranch Resort Specific Plan (Developer: J. Whalen Associates, Inc., Sager Ranch Partners) 203 housing units and 225-room resort hotel on 1,783-acres, just north and east of Dailey Ranch – This proposed residential and resort hotel annexation and specific plan project was received on March 2, 2018. The project submittal has been deemed incomplete and a letter from staff requesting additional project related information was sent to the applicant on April 4, 2018. Planning met with the applicant on May 17, 2018 to discuss items listed in the letter. A project webpage containing draft documents and plans has been added to the Planning Division's website at the following link:

[Daley Ranch Resort Specific Plan - City of Escondido](#)

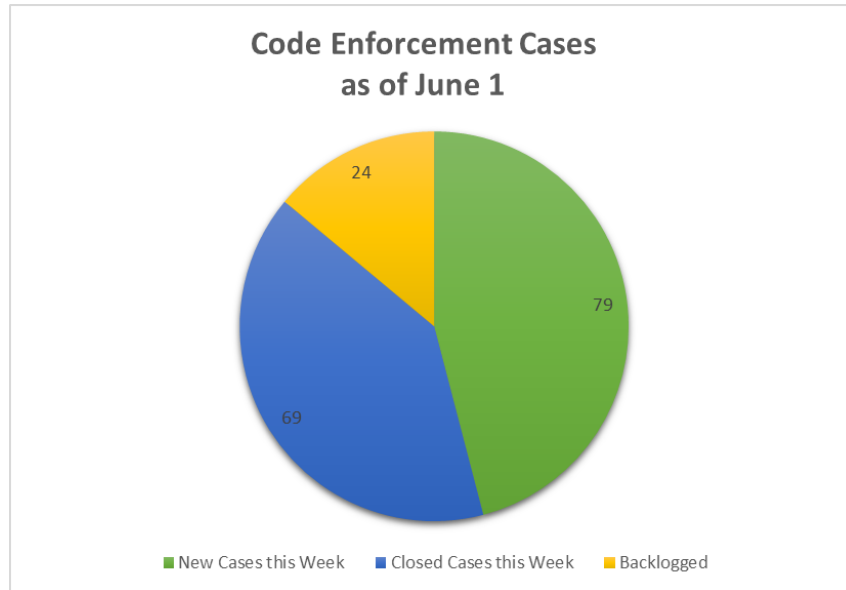
13. Accessory Dwelling Units – Planning staff is currently working on nine applications for accessory dwelling units. Seven accessory dwelling units have been approved so far this year. Three accessory dwelling units were approved last year.

Building Division:

1. The Building Division issued 51 permits last week with a total valuation of \$120,449.
2. 21 solar photovoltaic permits were issued for the week. The Building Division has issued 436 solar permits for the year compared to 393 issued for 2017.
3. Our building inspectors responded to 170 inspection requests for the week.
4. The total building valuation for all issued permits through June 2nd is \$33,258,203 compared with \$54,242,235 for same time last year. Building has processed 1,293 projects so far in 2018 compared with 1,326 projects in 2017.
5. Projects nearing permit issuance are:
 - a. 700 W Grand Ave Gateway project (previous police building).
 - b. 2516 S. Escondido Blvd. "Citron" a 63-unit condominium project (three buildings already issued).
 - c. 852 Metcalf. Five-story self-storage facility.
6. The Meadowbrook three-story apartment building with underground garage at 2081 Garden Valley Glen is preparing the building for final inspection. *No change from the previous.*
7. Three of the residential buildings at the Westminster Seminary at 1725 Bear Valley Pkwy have received final inspection approval. Four residential buildings remain for final inspection.
8. The Emanuel Faith Church at 639 E 17th Ave is preparing for final inspection and temporary electrical service has been released. *No change from the previous.*
9. The Church of Resurrection at 1445 Conway received final inspection approval and a certificate of occupancy on June 4, 2018.

10. The new Veterans Village residential project at 1540 S Escondido Blvd has received drywall and lath inspection approval for Building 2 and the start of framing inspections at Building 1.
11. The new drive-thru restaurant at 720 N. Center City Pkwy, the new retail building at 730 N. Centre City Pkwy and the new drive-thru restaurant at 700 N. Centre City Pkwy are preparing for a final inspection of the exterior shell buildings. Construction of the interior tenant improvements has started.
12. The new Starbucks at 121 W. Lincoln has received framing and drywall inspection approvals. Permits were issued last week for the interior tenant improvements.
13. The Latitude 2, apartment buildings at 610, 620, 630 and 640 N. Center City Pkwy have received second floor sheathing approval. The 650 building has received roof sheathing approval. *No change from the previous.*
14. The new two story church sanctuary building at 1864 N Broadway has inspection approval for the final grout lift of the masonry walls as well as partial roof and slab inspection approval.
15. The 212,000 SF industrial shell building at 2005 Harmony Grove has received inspection approval for the tenant improvement portion of the project for underground plumbing and framing at the south end. *No change from the previous.*
16. The new 63-unit condominium project, Citron, at 2516 S Escondido Blvd has received foundation inspection approval for Building 2 and 3.
17. The new 105-room Springhill Suites hotel at 200 La Terraza has received second floor sheathing inspection wall approval.
18. The new Starbucks at 1645 S. Centre City Parkway is preparing for final inspection.
19. The new four-story Storquest self-storage facility at 222 W. Mission Avenue has received foundation and slab approval. Steel beams and supports are being erected. *No change from the previous.*

Code Enforcement

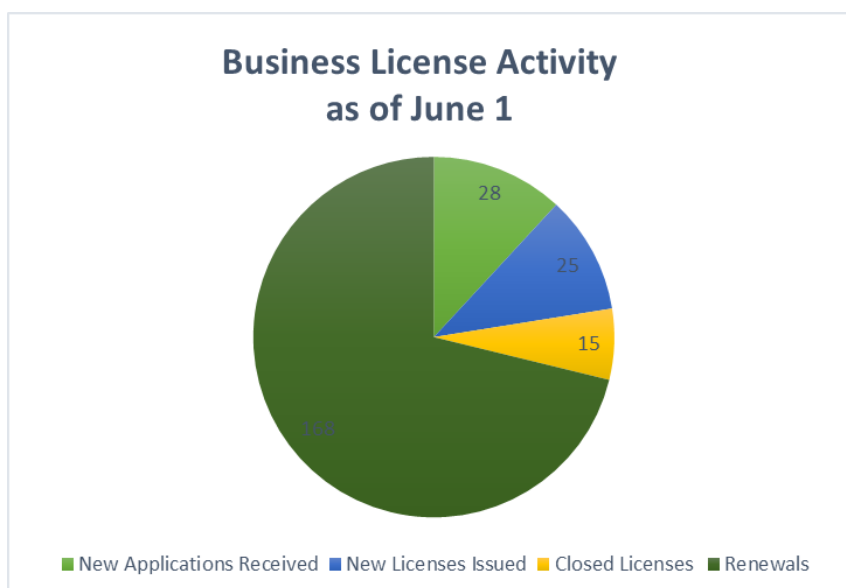


Total Open Code Cases
424

Graffiti Restitution

Collected This Week	Collected Year to Date
\$18.98	\$4871.37

Business Licensing



ENGINEERING

Capital Improvements

Valley Pkwy/Valley Center Road Widening Project: Day 217

The shift of north and south bound traffic was completed this past Tuesday with the final installation of K-rail along Valley Center Road. Staff is monitoring and adjusting signal timing to achieve the maximum traffic flow through the construction corridor. This week's major activities consist of the removal of the remaining section of old roadway. The asphalt material is removed by means of an asphalt grinder. This material is then sent to a local recycling yard where the material will be processed into new hot mix asphalt for use throughout the county. The landscaper is continuing with the installation of the new irrigation systems along the west side of the project.

Neighborhood Lighting Project

The Notice of Completion for the project will be presented at the June 6th council meeting for final acceptance of the public improvements.

Transit Center Pedestrian Bridge Project

No changes from that reported last week: Transit Center Ped Bridge and Spruce Street Channel Improvement Project is moving forward with 100% design. Resource agency permits from the Regional Water Board and Fish & Wildlife have been obtained and the City is now pursuing final Permit from Army Corps. Negotiations of drainage/wall easements and TCEs with property owners are underway.

Missing Link Project

The contractor has begun construction along Quince Street at the flood control channel. The first item of work is the construction of the pedestrian ramps along the bus facility frontage. The new crossing will allow for access to the bike path from the mass transit facility. City staff will begin to install glue down delineators along the Broadway and Valley Parkway bike path this Wednesday. The new glue down delineators will help alleviate some of the maintenance required by the temporary traffic control currently in place along this portion of the project.

PRIVATE DEVELOPMENT

Centerpointe 78

The new striping alignment for the Fig Street and Lincoln Avenue intersection has been installed. Final placement of the pedestrian ramp will be completed once the traffic signal modification is completed.

Centre City Shopping Center

The onsite construction of new water main is continuing this week; the traffic signal contractor is pot holing utilities in the intersection this week. The project is located at 425 W. Mission Avenue.

Tract 932 - Canyon Grove Shea Homes Community

No changes from that reported last week: The developer completed pavement restorations at the project entrance on Vista Avenue this past week.

Exeter Industrial Park

The contractor has placed concrete for the new sidewalk and spandrel along the project frontage. The SDG&E portion of the project along Harmony Grove Road is ongoing this week. The project is located at 2005 Harmony Grove Road and is 5.4 acres in size.

Citron Project

Water improvements are being tested along both Escondido Boulevard and Cranston Drive this week. This is a 65-unit condo project located at 2516 S. Escondido Boulevard.

Gateway Project

The contractor is continuing the process of removing the building slab and asphalt parking lot. The project is located at 700 W. Grand Avenue, the previous site of Escondido Police Department.

Emanuel Faith Church

The contractor is grading and forming for the new driveway access along Felicita Avenue this week.

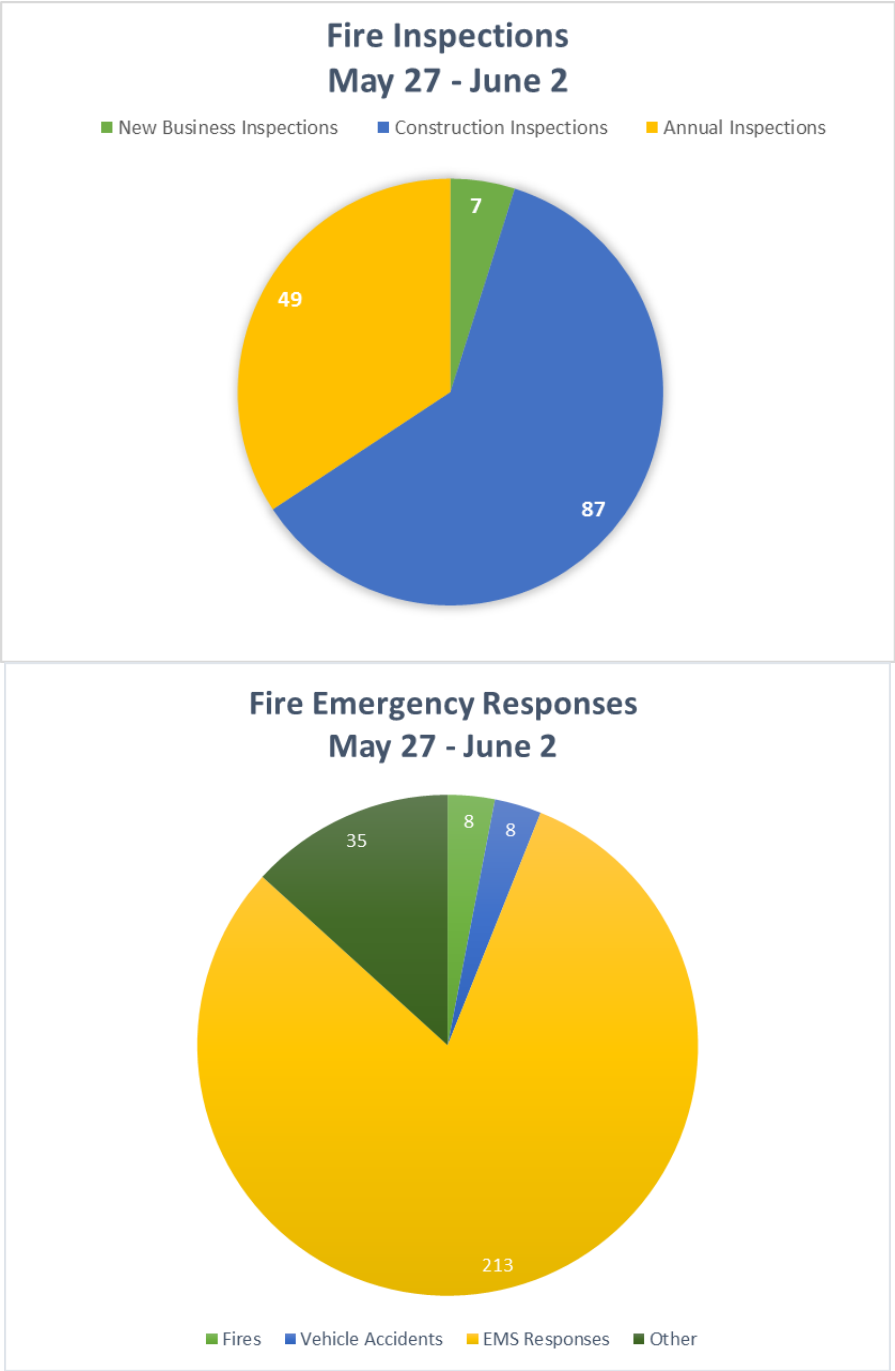
StorQuest Self Storage

The onsite water line failed its first water quality tests, retesting is the order of work this week. The project is located at 222 W Mission Avenue.

Lincoln Rock Apartments

The contractor has begun to pot hole utilities; the early indications are that the project will need to redesign some elements due to conflicts encountered. The project is located at the southwest corner of Rock Springs Road and Lincoln Avenue. When completed, this location will offer 9 new apartment units.

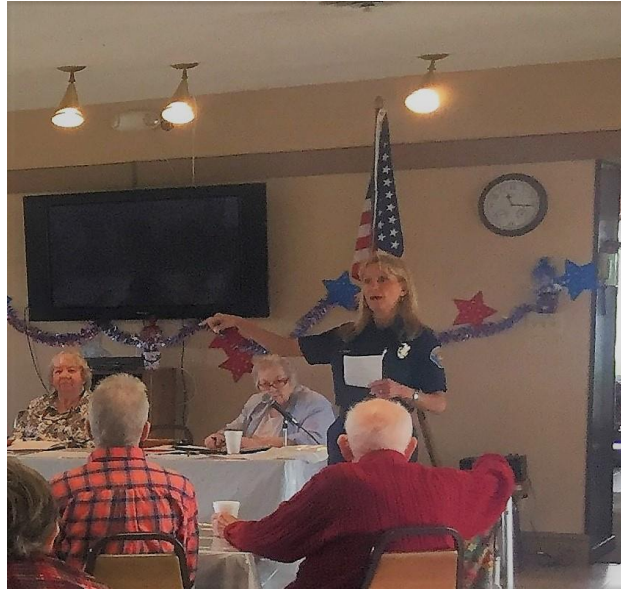
FIRE



Total Emergency Responses (Year To Date)	6509
--	------

News:

- On Saturday, May 26th, Fire Prevention Specialists Bauer and Modglin spoke at an EMMPAC Meeting (Escondido Mobile Home Positive Action Committee). This committee was formed in 1986 and currently has 19 parks that are active in this committee and 21 parks total in Escondido. This was a very positive and successful event that focused on Fire and Life safety in these parks, including smoke alarm placement and testing. Information was given about securing a Vile of Live for each senior mobile home to be located on their refrigerators to have important information for Emergency Service crews that could be responding to their home for an emergency. This information should include, medications, family phone numbers, any DNR information.



- In the early morning hours of Sunday, June 3rd, The City of Escondido Fire Department deployed Brush 131 (Battalion Chief Bertrand, Captain Duralde) and OES 8632 (Captain Worden, Engineer Schmeiser, Firefighter Paramedics Frasca and Tlapala) to the Aliso Incident in Laguna Niguel.

POLICE

INCIDENTS:

- On 5-30-2018, officers located a reported stolen vehicle in the area of El Norte Pkwy and Valley Pkwy. Officers attempted to stop the vehicle, but the driver refuses to stop and evades with wonton disregard for the safety of others. The vehicle was pursued into Valley Center and spike stripes were successfully deployed with the assistance of deputies from the San Diego County Sheriff's Department. After driving over the spike strips, the driver of the vehicle pulled over and all four occupants were detained without further incident. The driver was arrested for possession of a stolen vehicle, and the other occupants were released to their parents.
- On 5-31-2018, officer located a stolen vehicle in the area of Lincoln Ave. and Broadway St. The driver yielded to police and was taken into custody without incident. The driver was arrested for possession of a stolen vehicle and possession of a controlled substances. He was later booked into the Vista Detention Facility.

COPPS:

The COPPS (Community Oriented Policing and Problem-Solving) Unit is dedicated to increasing the quality of life for the residents of Escondido through pro-active responses to crime trends, quality of life issues, and addressing crime and public nuisance in Grape Day Park and at Maple Plaza.

- 12 arrests were made
- 36 citations were issued
- 39 radio calls

###