



MAY 20, 2015

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

Michael Morasco

COUNCIL MEMBERS

Olga Diaz

Ed Gallo

John Masson

CITY MANAGER

Clay Phillips

CITY CLERK

Diane Halverson

CITY ATTORNEY

Jeffrey Epp

DIRECTOR OF COMMUNITY DEVELOPMENT

Barbara Redlitz

DIRECTOR OF PUBLIC WORKS

Ed Domingue

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

**May 20, 2015
3:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

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

ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. 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.) Speakers are limited to only one opportunity to address the Council under Oral Communications.

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)

- a. **Agency Negotiator:** Sheryl Bennett & Clay Phillips
Employee Organization: Escondido City Employee Association: Supervisory (SUP) Bargaining Unit
- b. **Agency Negotiator:** Sheryl Bennett & Clay Phillips
Employee Organization: Escondido City Employee Association: Administrative/Clerical/Engineering (ACE) Bargaining Unit
- c. **Agency Negotiator:** Sheryl Bennett & Clay Phillips
Employee Organization: Maintenance & Operations, Teamsters Local 911

II. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))

Case Name: Stuck in the Rough, LLC. v. City of Escondido, et al.
Case No: 37-2013-00074375-CU-WM-NC

- III. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** APNs 240-011-01, 240-011-03, 240-011-12 & 13, 240-020-23, 240-020-27, 240-301-09
 City Negotiator: Debra Lundy, Real Property Manager
 Negotiating Parties: Toscano, Heath, Smith & Smith-Sanderson, Serrato, Norman, Jauregui
 Under Negotiation: Price and Terms of Agreement
- b. **Property:** 1201 Washington Avenue
 City Negotiator: Debra Lundy, Real Property Manager
 Negotiating Parties: Paseo Escondido, LLC (c/o The Phair Company)
 Under Negotiation: Terms of Agreement

ADJOURNMENT



Council Meeting Agenda

**May 20, 2015
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

PROCLAMATIONS: National Public Works Week, May 17-23, 2015
Building Safety Month

PRESENTATIONS: San Diego County Fair

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: Regular Meeting of April 22, 2015](#)**

4. **[TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2014 -](#)**
Request Council receive and file the January through March 2015 Treasurer's Investment Report.

Staff Recommendation: **Receive and File (City Treasurer's Office: Kenneth C. Hugins)**

5. **[FISCAL YEAR 2013 STATE AND COMMUNITY CORRECTIONS POLICE GRANT - ADDITIONAL FUNDS AND BUDGET ADJUSTMENTS -](#)**
Request Council approve authorizing the Police Department to accept additional FY 2013 State & Community Corrections Police Grant funds in the amount of \$234,702; authorize the Chief of Police or his designee to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: **Approval (Police Department: Craig Carter)**

6. **[SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT EXERCISE OF POWERS AGREEMENT -](#)**
Request Council approve authorizing the execution of the Amended and Restated Joint Exercise of Powers Agreement (JEPA) between the County of San Diego and the Cities of Del Mar, Escondido, Poway, San Diego and Solana Beach for the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (JPA).

Staff Recommendation: **Approval (Community Services Department: Loretta McKinney)**

RESOLUTION NO. 2015-81

7. **[SENIOR NUTRITION BUDGET ADJUSTMENT -](#)**
Request Council approve a budget adjustment of \$4,397, which is from the One Time Only funds given by the County of San Diego for the Senior Nutrition budget and authorize the City Manager and Director of Administrative Services to make the necessary adjustments to the Senior Nutrition Budget.

Staff Recommendation: **Approval (Community Services Department: Loretta McKinney)**

8. **[APPROVE A CONSULTING AGREEMENT WITH COLLIERS INTERNATIONAL, INC. FOR THE EXCLUSIVE LISTING OF 901 WEST WASHINGTON AVENUE -](#)**
Request Council approve a Consulting Agreement with Colliers International, Inc. for the exclusive listing of 901 West Washington Ave. for sale or ground lease.

Staff Recommendation: **Approval (City Manager's Office: Joyce Masterson)**

RESOLUTION NO. 2015-77

9. **[NOTICE OF COMPLETION FOR TRACT 888 - CAMPBELL COURT -](#)**

Request Council approve accepting the public improvements and authorize staff to file a Notice of Completion for Tract 888 Campbell Court.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

10. PURCHASE ONE TYMCO 500X REGENERATIVE AIR STREET SWEEPER FROM TYMCO, INC. OF WACO, TEXAS -

Request Council approve authorizing the Fleet Services Division to purchase one TYMCO 500X Regenerative Air Street Sweeper in the amount of \$275,238 through a Cooperative Purchase Contract with the Houston-Galveston Area Council (HGAC).

Staff Recommendation: **Approval (Public Works Department: Ed Domingue)**

RESOLUTION NO. 2015-76

11. ACTIVE TRANSPORTATION PROGRAM GRANT APPLICATIONS -

Request Council approve authorizing the Public Works Director or his designee to (1) complete two applications to CalTrans for Active Transportation Program (ATP) Grant funds for a Safe Routes to School Project and improvements along the Escondido Creek Trail, and if awarded, (2) accept the grant funds and complete necessary grant documents.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

12. TIGER DISCRETIONARY GRANT APPLICATION -

Request Council approve authorizing the Public Works Director to complete an application to the US Department of Transportation (DOT) for a Transportation Investment Generating Economic Recovery (TIGER Discretionary Grants) program for the construction of the Citracado Parkway Extension Project, and if awarded, accept the grant funds and complete necessary grant documents.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

13. CHANGE ORDER AUTHORIZATION FOR THE FISCAL YEAR 2014-2015 STREET REHABILITATION PROJECT -

Request Council approve authorizing the City Manager to execute a change order to the Public Improvement Agreement with George Weir Asphalt Construction, Inc., in the amount of \$76,000 for additional work for the FY 2014-2015 Street Rehabilitation Project.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

RESOLUTION NO. 2015-82

14. ALL-WAY STOP CONTROL REQUEST FOR THE INTERSECTION OF THIRTEENTH AVENUE AND BROADWAY -

Request Council approve amending the schedule of stop signs to add "All-Way Stop Control" at the intersection of Thirteenth Avenue and Broadway.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

RESOLUTION NO. 2015-48

15. PARTICIPATION IN YGRENE PROPERTY ASSESSED CLEAN ENERGY PROGRAM -

Request Council approve adopting Resolution No. 2015-54 consenting to inclusion of properties within the City's Incorporated Area in the California Home Financing Authority (CHF) Community Facilities District No. 2014-1 (Clean Energy) to finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approve associate membership in CHF; and approve adopting Resolution No. 2015-55 consenting to inclusion of properties within the City's Incorporated Area in the CHF PACE Program to finance

Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approve associate member ship in CHF.

Staff Recommendation: **Approval (City Manager's Office: Joyce Masterson)**

A) RESOLUTION NO. 2015-54 B) RESOLUTION NO. 2015-55

16. A FIRST AMENDMENT TO THE CONSULTING AGREEMENT WITH RECON AND ASSOCIATES, INC. FOR TRAFFIC ANALYSIS SERVICES FOR THE CENTERPOINTE 78 PROJECT ENVIRONMENTAL IMPACT REPORT (ENV 13-0009) -

Request Council approve authorizing the Mayor and City Clerk to execute a first amendment to the consulting agreement with Recon and Associates, Inc. in the amount of \$12,900 to complete the required traffic analysis for the Centerpointe 78 Project EIR.

Staff Recommendation: **Approval (Community Development Department: Barbara Redlitz)**

RESOLUTION NO. 2015-80

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.)

17. AMENDMENTS TO CHAPTER 22 OF THE ESCONDIDO MUNICIPAL CODE, AND ADOPTION OF JURISDICTIONAL RUNOFF MANAGEMENT PLAN AND ASSOCIATED WATER QUALITY IMPROVEMENT PLANS FOR THE SAN DIEGUITO AND CARLSBAD WATERSHEDS AND CEQA NOTICE OF EXEMPTION -

Approved on May 6, 2015 with a vote of 4/1 (Masson voting no)

ORDINANCE 2015-09 (Second Reading and Adoption)

CURRENT BUSINESS

18. WOHLFORD DAM DESIGN FIRST AMENDMENT -

Request Council approve authorizing the Mayor and City Clerk to execute a First Amendment to the Public Service Agreement with Black & Veatch Corporation for the Lake Wohlford Dam Replacement Design in the amount of \$724,641.

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

RESOLUTION NO. 2015-58

19. STORMWATER ALTERNATIVE COMPLIANCE - AWARDED A CONSULTING AGREEMENT FOR A HYDRAULIC STUDY OF CREEKS IN ESCONDIDO -

Recommend adopting a resolution to award a contract to Michael Baker International to conduct a hydraulic study of creeks in Escondido which will support the stream rehabilitation and habitat restoration projects as part of an alternative compliance program.

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

FUTURE AGENDA

20. FUTURE AGENDA -

The purpose of this item is to identify issues presently known to staff or which members of the 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 UPDATE/BRIEFING

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

- CITY MANAGER'S UPDATE -

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
June 3	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
June 10	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
June 17	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
June 24	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.

CITY OF ESCONDIDO

April 22, 2015

3:30 P.M. DRAFT Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, April 22, 2015 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE:

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Councilmember John Masson, Deputy Mayor Michael Morasco, and Mayor Sam Abed. Quorum present.

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

MOTION: Moved by Councilmember Diaz and seconded by Deputy Mayor Morasco to recess to Closed Session. Motion carried unanimously.

I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)

- | | | |
|----|-------------------------------|---|
| a. | Agency Negotiator: | Sheryl Bennett & Clay Phillips |
| | Employee Organization: | Escondido City Employee Association:
Administrative/Clerical/Engineering (ACE) Bargaining Unit |
| b. | Agency Negotiator: | Sheryl Bennett & Clay Phillips |
| | Employee Organization: | Maintenance & Operations, Teamsters Local 911 |
| c. | Agency Negotiator: | Sheryl Bennett & Clay Phillips |
| | Employee Organization: | Escondido City Employee Association: Supervisory (SUP)
Bargaining Unit |

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:05 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
April 22, 2015
4:30 P.M. DRAFT Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, April 22, 2015 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION:

Jose Parades led the Moment of Reflection.

FLAG SALUTE:

Mayor Abed led the Flag Salute.

PROCLAMATIONS:

Rorie Johnston accepted the Proclamation for Small Business Month.

PRESENTATIONS:

Colleen Clementson presented San Diego Forward: The Regional Plan.

Maria Bowman spoke about the Mercado Presentation and introduced the Chairman, Raymond Joseph Alto.

ROLL CALL:

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Councilmember John Masson, Deputy Mayor Michael Morasco, and Mayor Sam Abed. Quorum present.

Also present were: Clay Phillips, City Manager; Gary McCarthy, Deputy City Attorney; Barbara Redlitz, Community Development Director; Ed Domingue, Public Works Director; Eva Heter, Assistant City Clerk; and Michael Thorne, Minutes Clerk.

ORAL COMMUNICATIONS

Arline Whited, Escondido, spoke to the Council about the Assistance League of North County and services they provide.

Peter Sudlauskas, Escondido, requested Pickleball courts be built in Escondido.

CONSENT CALENDAR

Deputy Mayor Morasco removed item 6 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Masson and seconded by Deputy Mayor Morasco that the following Consent Calendar items be approved with the exception of item 6. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: Regular Meeting of March 25, 2015**

4. **REGIONAL CONTRACT CALIFORNIA IDENTIFICATION SPECIALIST AND BUDGET ADJUSTMENTS -**

Request Council approve accepting funding from the County of San Diego for a Regional Contract California Identification (Cal-ID) Specialist; authorize the Chief of Police or his designee to execute contract documents on behalf of the City; and approve budget adjustments related to reimbursement funding. (File No. 0430-80)

Staff Recommendation: **Approval (Police Department: Craig Carter)**

5. **REJECT ALL BIDS FOR THE FLEET REPLACEMENT VEHICLES AND AUTHORIZE FLEET SERVICES TO PURCHASE VARIOUS WORK TRUCKS AND VEHICLES FROM DOWNTOWN FORD UTILIZING COOPERATIVE PURCHASING WITH THE STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES, PROCUREMENT DIVISION -**

Request Council reject all bids for the Fleet Replacement Vehicles and authorize Fleet Services to purchase various work trucks and vehicles from Downtown Ford for \$405,603.25, which includes sales tax, documentation and California State Tire Recycling fees, and a Net20 discount for utilizing cooperative purchasing with the State of California, Department of General Services, Procurement Division, Contract numbers 1-14-23-10A, 1-14-23-20A and 1-14-23-23A. As per the Escondido Municipal Code Section 10-90, the City may utilize cooperative purchasing, which has been conducted in a competitive manner by the State, County or any other Public or Municipal Agency. (File No. 0470-35)

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

RESOLUTION NO. 2015-42

6. **FIFTH AMENDMENT TO CONSULTING AGREEMENT WITH SCS ENGINEERS FOR REMEDIATION OF FORMER ORANGE GLEN MARKET SITE -**

Request Council approve authorizing the Mayor and City Clerk to execute a fifth amendment to the Consulting Agreement with SCS Engineers for environmental engineering and remedial services in the amount of \$498,718.50 for the former Orange Glen Market site. (File No. 0600-10 [A-2737])

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

RESOLUTION NO. 2015-49

Councilmember Morasco questioned staff about the status of the project.

Julie Procopio, Assistant Director of Public Works, presented information about the project timeline.

Councilmember Masson verified with staff that the City will be reimbursed for the cost of the upgrades.

Mayor Abed questioned the need of improvements at the site.

Ed Domingue, Director of Public Works, noted why work is being done at the site.

MOTION: Moved by Deputy Mayor Morasco and seconded by Councilmember Masson to approve authorizing the Mayor and City Clerk to execute a fifth amendment to the Consulting Agreement with SCS Engineers for environmental engineering and remedial services in the amount of \$498,718.50 for the former Orange Glen Market site and adopt Resolution No. 2015-49. Motion carried unanimously.

7. DESTRUCTION OF RECORDS -

Request Council approve authorizing the destruction of the specified Police Department Records set forth in Exhibit "A," which is attached to the resolution. (File No. 0160-35)

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

RESOLUTION NO. 2015-50

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.)

8. AMANDA ESTATES PROJECT ANNEXATION, TENTATIVE SUBDIVISION MAP, MASTER AND PRECISE DEVELOPMENT PLAN, PRE-ZONE, GRADING EXEMPTIONS, AND FINAL MITIGATED NEGATIVE DECLARATION (SUB 13-0007 AND PHG 13-0034) -

Approved on April 8, 2015 with a vote of 5/0 (File No. 0850-20)

ORDINANCE 2015-08 (Second Reading and Adoption)

PUBLIC HEARINGS

9. ANNEXATION, TENTATIVE SUBDIVISION MAP, DEVELOPMENT AGREEMENT AND FINAL MITIGATED NEGATIVE DECLARATION (SUB 14-0002, PHG 14-0006, PHG 14-0007 AND ENV 14-0003) -

Request Council approve a 43-lot Tentative Subdivision Map consisting of 40 single-family residential lots and three open space lots on approximately 13.97 acres, along with a Final Mitigated Negative Declaration, and authorize staff to submit an annexation application to LAFCO; and approve a Development Agreement. The annexation includes the 13.97-acre project site (proposed tentative map), an additional 0.99-acre developed parcel that is not part of the development project, and three street segments: Lehner Avenue between Vista and Ash; Ash Street between Lehner and Vista; and Vista Avenue between Lehner and the City Boundary located approximately 500 feet east of Ash Street. Vacation of a portion of the unnamed roadway along the western boundary of the site and a portion of Lehner Avenue also is requested. Various on and off-site street/intersection and utility infrastructure improvements are proposed along portions of Lehner Avenue, Ash Street and Vista Avenue. A boundary adjustment is proposed to detach a panhandle strip of land on the north side of the site that would remain within the County jurisdiction and become part of an adjacent county parcel. The Development Agreement involves a five-year term that authorizes construction in exchange for upgrading existing water, sewer, street and storm water/drainage infrastructure in the North Broadway Deficiency area. The proposal also includes the adoption of the environmental determination prepared for the project (Final Mitigated Negative Declaration). (File No. 0850-20)

Staff Recommendation: **Approval (Community Development Department: Barbara Redlitz)**

A) RESOLUTION NO. 2015-44 B) RESOLUTION NO. 2015-45

C) ORDINANCE 2015-10 (Introduction and First Reading)

Bill Martin, Deputy Director of Planning, presented the staff report, utilizing a PowerPoint presentation.

Homi Namdari, Engineering, was available to answer questions.

John Kaye, Irvine, project manager for Pacific Land Investors stated the project is being completed by quality builders.

Vada Cassell, Escondido, spoke about the impacts of closing Lehner Avenue.

Mike Lawrence, Escondido, expressed opposition to the proposed closing of Lehner Avenue and noted traffic impacts the project would create.

Maria Escobedo, Escondido, requested Lehner Avenue remain open to traffic and stated her support for a block wall around the perimeter of the project site; proposed an open space area for the additional homes impacting the area.

MOTION: Moved by Councilmember Masson and seconded by Deputy Mayor Morasco to approve a 43-lot Tentative Subdivision Map consisting of 40 single-family residential lots and three open space lots on approximately 13.97 acres, along with a Final Mitigated Negative Declaration, and authorize staff to submit an annexation application to LAFCO; and approve a Development Agreement. The annexation includes the 13.97-acre project site (proposed tentative map), an additional 0.99-acre developed parcel that is not part of the development project, and three street segments: Lehner Avenue between Vista and Ash; Ash Street between Lehner and Vista; and Vista Avenue between Lehner and the City Boundary located approximately 500 feet east of Ash Street. Vacation of a portion of the unnamed roadway along the western boundary of the site and a portion of Lehner Avenue also is requested. Various on and off-site street/intersection and utility infrastructure improvements are proposed along portions of Lehner Avenue, Ash Street and Vista Avenue. A boundary adjustment is proposed to detach a panhandle strip of land on the north side of the site that would remain within the County jurisdiction and become part of an adjacent county parcel. The Development Agreement involves a five-year term that authorizes construction in exchange for upgrading existing water, sewer, street and storm water/drainage infrastructure in the North Broadway Deficiency area. The proposal also includes the adoption of the environmental determination prepared for the project (Final Mitigated Negative Declaration) and adopt Resolution No. 2015-44, Resolution No. 2015-45, and introduce Ordinance No. 2015-10. Motion carried unanimously.

10. PUBLIC HEARING TO APPROVE THE FISCAL YEAR 2015-2019 CONSOLIDATED PLAN AND FISCAL YEAR 2015-2016 ONE-YEAR ACTION PLAN FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) FUNDS -

Request Council approve the HOME and CDBG budget, authorizing the Director of Community Development, the Director of Public Works and the City Clerk to execute contracts as appropriate and approve the submittal of the FY 2015-2019 Consolidated Plan and FY 2015-2016 One-Year Action Plan for the use of CDBG and HOME Investment Partnership funds to the U.S. Department of Housing and Urban Development. (File No. 0870-11)

Staff Recommendation: **Approval (Public Works Department: Ed Domingue and Community Development Department: Barbara Redlitz)**

A) RESOLUTION NO. 2015-63(R) B) RESOLUTION NO. 2015-64

Danielle Lopez, Neighborhood Services Manager; Nancy Lu, CDBG Staff; Karen Youel, Housing Staff; and Jay Petrek, Assistant Director of Planning, presented the staff report, utilizing a PowerPoint presentation.

Susan Hall, representative for The Angels Depot, provided information about the organization's services and requested \$20,000 to fund the program.

Greg Anglea, Escondido, Executive Director of Interfaith Community Services, spoke to the Council regarding the Veteran and Family Resource Center and requested a \$75,000 donation from the City.

MOTION: Moved by Deputy Mayor Morasco and seconded by Councilmember Masson to revise the City of Escondido Proposed FY 2015-2016 CDBG allocations. Motion carried unanimously.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Diaz to approve the HOME and revised CDBG budget, authorizing the Director of Community Development, the Director of Public Works and the City Clerk to execute contracts as appropriate and approve the submittal of the FY 2015-2019 Consolidated Plan and FY 2015-2016 One-Year Action Plan for the use of CDBG and HOME Investment Partnership funds to the U.S. Department of Housing and Urban Development and adopt Resolution No. 2015-63(R) and Resolution No. 2015-64. Motion carried unanimously.

CURRENT BUSINESS

11. FINANCING PLAN AND LEGAL DOCUMENTS FOR THREE REFUNDING BOND ISSUES: (1) REFUNDING REVENUE BONDS (WASTEWATER) SERIES 2015A & 2015B; (2) GENERAL OBLIGATION REFUNDING BONDS SERIES 2015; (3) CFD 2006-1 (EUREKA RANCH) SPECIAL TAX REFUNDING BONDS SERIES 2015 -

Request Council approve the issuance and sale of the 2015 Wastewater Revenue Refunding Bonds to refund the Wastewater Revenue Certificates of Participation (COPs), Series 2004A & 2004B (taxable); approve the issuance and sale of the 2015 General Obligation Refunding Bonds to refund the General Obligation Bonds, Election of 2004, Series A (Fire, Police and Emergency Response Measure); and approve the issuance and sale of the Special Tax Refunding Bonds to refund the 2006 Special Tax Bonds of the Community Facilities District No. 2006-01 (Eureka Ranch). (File No. 0440-45)

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

- A) RESOLUTION NO. 2015-59 B) RESOLUTION NO. 2015-60(R)
- C) RESOLUTION NO. 2015-61

Sheryl Bennett, Director of Administrative Services; Chris McKinney, Director of Utilities; Joan Ryan, Assistant Director of Finance; and Rene Bojorquez, Treasury Manager, presented the staff report, utilizing a PowerPoint presentation.

Anna VanDegana, Director at Stifel Financial, was available to answer questions.

Kurt Yeager, Bond Council from the Stradling Group, was available to answer questions.

MOTION: Moved by Councilmember Masson and seconded by Deputy Mayor Morasco to approve the issuance and sale of the 2015 Wastewater Revenue Refunding Bonds to refund the Wastewater Revenue Certificates of Participation (COPs), Series 2004A & 2004B (taxable) and adopt Resolution No. 2015-59. Motion carried unanimously.

MOTION: Moved by Councilmember Masson and seconded by Deputy Mayor Morasco to approve the issuance and sale of the 2015 General Obligation Refunding Bonds to refund the General Obligation Bonds, Election of 2004, Series A (Fire, Police and Emergency Response Measure) and adopt Resolution No. 2015-60(R). Motion carried unanimously.

MOTION: Moved by Councilmember Masson and seconded by Deputy Mayor Morasco to approve the issuance and sale of the Special Tax Refunding Bonds to refund the 2006 Special Tax Bonds of the Community Facilities District No. 2006-01 (Eureka Ranch) and adopt Resolution No. 2015-61. Motion carried unanimously.

13. PURCHASE OF FURNITURE FOR HALE AVENUE RESOURCE RECOVERY FACILITY OPERATIONS BUILDING FROM KRUEGER INTERNATIONAL, INC. -

Request Council approve authorizing a contract in the amount of \$237,265.90 with Krueger International, Inc. of Green Bay Wisconsin (KI) for the purchase of furniture for the new Hale Avenue Resource Recovery (HARRF) Operations Building. The bidding process for this contract was completed by use of the Cooperative Purchase Contract with the National Joint Powers Alliance (NJPA). (File No. 0470-35)

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

RESOLUTION NO. 2015-41

Chris McKinney, Director of Utilities, presented the staff report, utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Gallo to approve authorizing a contract in the amount of \$237,265.90 with Krueger International, Inc. of Green Bay Wisconsin (KI) for the purchase of furniture for the new Hale Avenue Resource Recovery (HARRF) Operations Building. The bidding process for this contract was completed by use of the Cooperative Purchase Contract with the National Joint Powers Alliance (NJPA) and adopt Resolution No. 2015-41. Motion carried unanimously.

14. TERMINATION OF SAN DIEGO POOLED INSURANCE PROGRAM AUTHORITY (SANDPIPA) JOINT POWERS AUTHORITY FOR RISK MANAGEMENT AND RELATED INSURANCE SERVICES -

Request Council approve terminating the SANDPIPA JPA effective July 1, 2016, with SANDPIPA to continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Joint Powers Authority (JPA). (File No. 0170-20)

Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett)**

RESOLUTION NO. 2015-57

Jodi Vinson, Risk and Safety Manager, presented the staff report, utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to approve terminating the SANDPIPA JPA effective July 1, 2016, with SANDPIPA to continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Joint Powers Authority (JPA) and adopt Resolution No. 2015-57. Motion carried unanimously.

FUTURE AGENDA

15. FUTURE AGENDA -

The purpose of this item is to identify issues presently known to staff or which members of the 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

Councilmember Masson announced that May is Bike Month; reported crime statistics from SANDAG and property crimes are down statewide; reported on the League of Cities Transportation and Public Works Funding Plan that will redistribute funds back to cities; the League took a position of no support on SB379 for Jackson.

Councilmember Gallo shared a thank you letter regarding the re-pavement of streets in the City.

Mayor Abed reported on water conservation mandates, the City currently uses 69 gallons per capita and there is a 20 percent reduction needed; reported on SANDAG and the Transportation Investment Generating Economic Recovery Program (TIGER), the City will apply for the program and if awarded would include funding for the Citracado Parkway Project; noted the awards of merit for Economic Development and promotion of the 78 Corridor regarding the Innovate 78 program from the California Association of Local Economic Development.

CITY MANAGER'S UPDATE/BRIEFING

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

- **CITY MANAGER'S UPDATE –**

ORAL COMMUNICATIONS

Tom Hinricks, Escondido, spoke to the Council regarding a discussion with a neighboring property about remove trees in the mobile home park he resides.

ADJOURNMENT

Mayor Abed adjourned the meeting at 8:30 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Kenneth C. Hugins, City Treasurer

SUBJECT: Treasurer's Investment Report for the Quarter Ended March 31, 2015

RECOMMENDATION:

It is requested that Council receive and file the Quarterly Investment Report.

PREVIOUS ACTION:

The Investment Report for the quarter ended December 31, 2014, was filed with the City Clerk's Office on February 13, 2015, and presented to the City Council on March 4, 2015.

BACKGROUND:

From January 1, 2015, to March 31, 2015, the City's investment portfolio increased from \$111.0 million to \$116.6 million. The adjusted average annual yield increased from 1.11 % to 1.13%. An excess of cash receipt inflows over cash payment outflows for the quarter resulted in an increase of \$5.6 million in the book value of the investment portfolio. Major components of the net \$5.6 million increase are:

	IN MILLIONS
County Property Tax Allocation	\$ 5.1
County Redevelopment Distributions	2.3
County Property Tax In Lieu Allocations	9.8
Sales Tax Allocations	6.2
Project Reimbursements	3.9
County Water Authority Payments	(4.5)
Debt Service Payments	(7.4)
CALPERS Contributions	(6.3)
Employee Health and Benefit Payments	(2.9)
Change in Operational Account Balance	(.6)
Net Increase to Investment Portfolio	\$ 5.6

Details of the City's investment portfolio are included in the attached reports that are listed below:

- Summary of Investment Allocation Graph as of March 31, 2015
- Summary of Investment Portfolio Yield for the last 12 months
- Summary and Detailed Reports of Investment Portfolio – January 2015 through March 2015
- Schedule of Investments Matured and Sold – January 2015 through March 2015
- Schedule of Funds Managed by Outside Parties as of March 31, 2015

There are adequate funds to meet the next six month's expected expenditures. The Bank of New York Mellon Trust's monthly statement is the source for the market valuation. At March 31, the current portfolio investments balance exceeded the City's \$22.1 million investment policy requirement by over \$23 million. As of March 31, 2015, the City is in compliance with all requirements of the City Investment Policy.

Investment transactions are executed in compliance with the City of Escondido's Investment Policy. Investment purchases have been made in accordance with the City's prioritized Investment Policy objectives of safety of principal, sufficiency of liquidity and maximization of yield. The City's investment portfolio has therefore historically been comprised of United States Treasury Notes, obligations issued by United States Government Agencies, Money Market accounts and investments in the Local Agency Investment fund (LAIF) established by the State Treasurer. Over the past 5 years, a decline in the City's monthly investment portfolio yield has been realized, decreasing from 2.51% at March 2010 to 1.20% at March 2015. This decline is representative of the continuous decline in investment interest rates and the portfolio's maturing, higher yielding investments being replaced with newer, lower yielding investments.

The Investment Committee will continue to monitor the City's portfolio trends and will investigate the feasibility of other allowable investment options that are consistent with the City's investment strategy and objectives. Additional information on these options and recommendations will continue to be communicated to council by the Investment Committee.

Respectfully submitted,

*R. Bojorguez for
Ken Hugins*

Kenneth C. Hugins
City Treasurer

**City of Escondido
Summary of Investment Allocation
as of March 31, 2015**

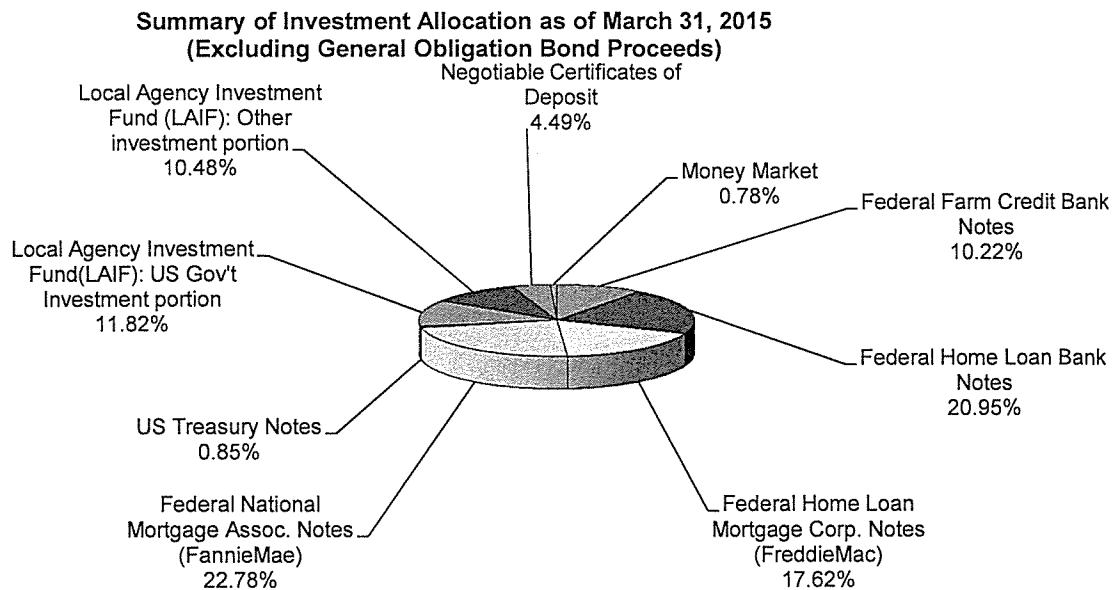
Investment Type	Book Value	Market Value	Percent of Portfolio at Market
Federal Farm Credit Bank Notes	\$ 11,867,973.20	\$ 12,022,087.60	10.22%
Federal Home Loan Bank Notes	24,398,331.65	24,647,711.70	20.95%
Federal Home Loan Mortgage Corp. Notes (FreddieMac)	20,447,666.27	20,730,520.00	17.62%
Federal National Mortgage Assoc. Notes (FannieMae)	26,564,775.54	26,805,671.65	22.78%
US Treasury Notes	1,000,231.96	1,003,130.00	0.85%
Local Agency Investment Fund(LAIF): US Gov't Investment portion	13,910,587.39	13,910,587.39	11.82%
Local Agency Investment Fund (LAIF): Other investment portion	12,335,803.92	12,335,803.92	10.48%
Negotiable Certificates of Deposit	5,189,000.00	5,278,897.39	4.49%
Money Market	922,884.55	922,884.55	0.78%
Reported Total Investments - March 2015	\$ 116,637,254.48	\$ 117,657,294.20	100%

Reported Total Investments- December 2014	\$ 110,966,815.52	\$ 112,754,726.67
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Change from Prior Quarter	\$ 5,670,438.96	\$ 4,902,567.53
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Portfolio Effective Duration	1.550
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Portfolio Effective Duration - (Excluding LAIF and Money Market)	2.030
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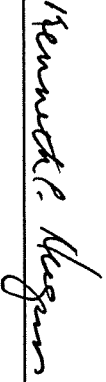
**CITY OF ESCONDIDO
SUMMARY OF INVESTMENT PORTFOLIO YIELDS
FOR THE LAST 12 MONTHS
As of March 31, 2015**

Date	Book Value	Yield
Mar-15	116,637,254.48	1.1950%
Feb-15	124,918,176.55	1.1400%
Jan-15	125,948,456.20	1.1150%
Dec-14	110,966,815.52	1.2290%
Nov-14	103,251,314.27	1.2810%
Oct-14	107,292,664.27	1.1550%
Sep-14	112,065,953.91	1.1210%
Aug-14	110,355,902.69	1.1510%
Jul-14	128,445,700.94	1.0050%
Jun-14	128,230,772.07	1.0610%
May-14	123,818,973.90	1.0320%
Apr-14	115,865,261.67	1.0890%

Average Annual Investment Portfolio Yield 1.1312%

Tracker
City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class, Summary
Report Format: By Totals
Group By: Asset Class
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 3/31/2015

Description	Face Amount/Shares	Cost Value	Market Value	Book Value	Days To Maturity	YTM @ Cost
California Local Agency Investment Fund	26,246,391.31	26,246,391.31	26,246,391.31	26,246,391.31	1	0.278
Federal Agency Coupon Securities	82,705,000.00	84,583,126.59	84,205,990.95	83,278,746.66	737	1.461
Money Market Account	922,884.55	922,884.55	922,884.55	922,884.55	1	0.140
Negotiable Certificate of Deposit	5,189,000.00	5,189,000.00	5,278,897.39	5,189,000.00	1246	1.633
Treasury Coupon Securities	1,000,000.00	1,006,875.00	1,003,130.00	1,000,231.96	61	1.978
Total / Average	116,063,275.86	117,948,277.45	117,657,294.20	116,637,254.48	582	1.195


Kenneth C. Hugins, City Treasurer

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
California Local Agency Investment Fund								
LAIF LGIP	LGIP282	LAIF	5/31/2011	26,246,391.31	26,246,391.31	26,246,391.31	1	0.278
Sub Total / Average				26,246,391.31	26,246,391.31	26,246,391.31	1	0.278
Federal Agency Coupon Securities								
FFCB 1.11 2/20/2018	3133ECCM5	FFCB	2/20/2015	3,000,000.00	3,005,250.00	3,000,000.00	1057	1.11
FFCB 1.61 8/1/2018	3133ECW75	FFCB	2/3/2014	1,000,000.00	1,013,470.00	1,005,479.55	1219	1.44
FFCB 1.8 11/12/2019	3133EBBN9	FFCB	11/12/2014	5,000,000.00	5,096,200.00	5,000,000.00	1687	1.8
FFCB 2.4 3/15/2016	31331KEK2	FFCB	3/24/2011	1,000,000.00	1,018,240.00	1,001,215.57	350	2.265
FFCB 4.75 9/30/2015	31331GCR8	FFCB	9/30/2010	1,000,000.00	1,022,330.00	1,015,527.94	183	1.52
FFCB 5.125 11/15/2018	31331YEI5	FFCB	12/26/2013	760,000.00	866,597.60	845,750.14	1325	1.856
FFCB 0.7 12/19/2016	3130AHC71	FFCB	12/19/2013	1,455,000.00	1,459,612.35	1,455,000.00	629	0.7
FFCB 1.05 12/29/2017	3130A3N83	FFCB	12/29/2014	3,000,000.00	3,013,380.00	3,000,000.00	1004	1.05
FFCB 1.375 12/11/2015	313371NW2	FFCB	12/29/2010	1,000,000.00	1,007,850.00	993,541.79	255	2.36
FFCB 1.375 3/9/2018	313378A43	FFCB	12/26/2013	2,000,000.00	2,024,480.00	1,991,976.51	1074	1.516
FFCB 1.375 3/9/2018	313378A43	FFCB	3/28/2013	3,000,000.00	3,036,720.00	3,042,383.48	1074	0.883
FFCB 1.625 12/11/2015	313371VF0	FFCB	12/29/2010	1,000,000.00	1,009,780.00	995,213.11	255	2.355
FFCB 1.625 12/9/2016	313371PV2	FFCB	12/29/2011	1,500,000.00	1,525,740.00	1,511,447.73	619	1.16
FFCB 1.625 6/14/2019	313379EE5	FFCB	6/16/2014	3,000,000.00	3,037,620.00	2,980,168.42	1536	1.79
FFCB 1.625 9/28/2015	313371BZ4	FFCB	9/30/2010	1,000,000.00	1,006,490.00	1,000,398.91	181	1.541
FFCB 1.63 8/20/2015	31337ONE4	FFCB	3/24/2011	1,000,000.00	1,005,490.00	998,812.84	142	1.95
FFCB 1.75 12/14/2018	313376BR5	FFCB	12/26/2013	895,000.00	913,374.35	892,127.42	1354	1.841
FFCB 1.75 9/11/2015	313370IB5	FFCB	9/30/2010	1,000,000.00	1,006,720.00	1,000,968.39	164	1.525

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
FHLB 2.3 12/8/2016	313371ZU3	FHLB	12/29/2011	500,000.00	514,375.00	508,918.91	618	1.21
FHLB 3.125 3/11/2016	3133XP43	FHLB	3/24/2011	3,000,000.00	3,078,000.00	3,022,270.65	346	2.291
FHLB 4.6/16/2015	3133XTYD2	FHLB	9/30/2010	1,000,000.00	1,008,080.00	1,005,103.49	77	1.485
FHLMC 1.7/28/2017	3137EADJ5	FHLMC	12/20/2013	1,500,000.00	1,511,190.00	1,497,946.05	850	1.06
FHLMC 2.8/25/2016	3137EACW7	FHLMC	8/31/2011	3,000,000.00	3,063,870.00	3,032,734.56	513	1.197
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	3,000,000.00	3,071,460.00	3,014,632.70	423	2.054
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	5,000,000.00	5,119,100.00	5,024,319.07	423	2.055
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	6/1/2011	2,500,000.00	2,559,550.00	2,516,481.79	423	1.9
FHLMC 5.2/16/2017	3137EAM1	FHLMC	2/16/2012	5,000,000.00	5,405,350.00	5,361,552.10	688	1.048
FNMA 0.5 5/27/2015	3135GOKM4	FNMA	6/29/2012	3,000,000.00	3,001,830.00	3,000,046.37	57	0.49
FNMA 0.875 5/21/2018	3135GOWI8	FNMA	12/20/2013	1,500,000.00	1,496,430.00	1,470,453.91	1147	1.526
FNMA 0.875 8/28/2017	3135GOMZ3	FNMA	6/13/2014	2,000,000.00	2,002,500.00	1,991,205.03	881	1.061
FNMA 0.875 8/28/2017	3135GOMZ3	FNMA	2/3/2014	2,000,000.00	2,002,500.00	1,991,244.13	881	1.06
FNMA 1.06 5/29/2018	3136G05G2	FNMA	12/20/2013	500,000.00	497,690.00	492,682.39	1155	1.54
FNMA 1.125 4/27/2017	3135G0IA2	FNMA	5/31/2012	2,000,000.00	2,018,100.00	2,005,981.09	758	0.977
FNMA 1.25 1/30/2017	3135G0CY3	FNMA	1/24/2012	3,000,000.00	3,034,380.00	3,001,735.16	671	1.217
FNMA 1.25 9/28/2016	3135GOCM3	FNMA	9/29/2011	5,000,000.00	5,055,800.00	4,996,748.26	547	1.295
FNMA 1.375 11/15/2016	3135G0ES8	FNMA	12/29/2011	2,000,000.00	2,027,700.00	2,005,673.02	595	1.195
FNMA 1.75 1/30/2019	3136FTZ25	FNMA	2/3/2014	2,595,000.00	2,647,081.65	2,603,566.20	1401	1.66
FNMA 2.375 7/28/2015	31398AU34	FNMA	3/24/2011	2,000,000.00	2,014,440.00	2,002,634.50	119	1.951
FNMA 2.375 7/28/2015	31398AU34	FNMA	9/30/2010	1,000,000.00	1,007,220.00	1,002,805.48	119	1.48
Sub Total / Average				82,705,000.00	84,205,990.95	83,278,746.66	737	1.461

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
Money Market Account								
Bank of America MM	MM0555	Bank of America	5/31/2011	922,884.55	922,884.55	922,884.55	1	0.14
Sub Total / Average				922,884.55	922,884.55	922,884.55	1	0.14
Negotiable Certificate of Deposit								
American Express Bk 2.7/24/2019	02587CA19	American Express Bk	7/24/2014	247,000.00	253,236.21	247,000.00	1576	2
AmEx Centurion 2.11/28/2018	02587DW13	AmEx Centurion	11/28/2014	247,000.00	253,640.49	247,000.00	1338	2
Barclays Bank 2.099 7/23/2019	06740KHK6	Barclays Bank	7/28/2014	247,000.00	254,276.77	247,000.00	1575	2.099
BMW 1.95 6/20/2019	05580AAL8	BMW	6/20/2014	247,000.00	252,749.30	247,000.00	1542	1.95
Capital One Bank 0.6 10/30/2015	140420NCO	Capital One Bank	10/30/2013	246,000.00	246,992.14	246,000.00	213	0.6
Celtic Bank 1.25 12/20/2017	15118RL2	Celtic Bank	12/20/2013	246,000.00	247,569.82	246,000.00	995	1.25
Charter Bank Eau claire 1.5 8/6/2018	16116PHH7	Charter Bank Eau claire	8/5/2014	248,000.00	250,485.80	248,000.00	1224	1.5
Cit Bank 2.2 11/26/2019	17284CAL5	Cit Bank	11/26/2014	247,000.00	255,254.59	247,000.00	1701	2.2
Discover FS 2.6/18/2019	254671W48	Discover FS	6/18/2014	247,000.00	253,253.20	247,000.00	1540	2
Enerbank USA 2.05 8/28/2019	29266NB30	Enerbank USA	8/28/2014	247,000.00	253,732.16	247,000.00	1611	2.05
G E Capital 1.85 2/7/2019	36157PW1	G E Capital	2/7/2014	246,000.00	250,982.90	246,000.00	1409	1.85
GMATBK ALLY 1.1 6/19/2017	02006LFD0	GMATBK ALLY	6/18/2014	248,000.00	249,329.30	248,000.00	811	1.1
Gold Coast Bank 1.2 10/30/2017	38058KCS3	Gold Coast Bank	12/30/2013	246,000.00	247,509.06	246,000.00	944	1.2
Goldman Sachs 1.1 6/19/2017	38147JH96	Goldman Sachs	6/18/2014	248,000.00	249,329.30	248,000.00	811	1.1
Leader Bank NA 1.05 4/21/2017	52168UCU4	Leader Bank NA	10/23/2014	248,000.00	249,242.70	248,000.00	752	1.05
Live Oak Banking Co. 1.85 7/30/2019	538036CA0	Live Oak Banking Co.	10/30/2014	247,000.00	251,702.61	247,000.00	1582	1.85
Park National Bank 2.1 3/26/2019	700654AV8	Park National Bank	9/26/2014	247,000.00	254,415.66	247,000.00	1456	2.1
Private Bank 1.1 7/21/2017	74267GUT2	Private Bank	7/21/2014	248,000.00	249,231.69	248,000.00	843	1.1

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
Sallie Mae Bank 2.1 8/13/2019	795450S15	Sallie Mae Bank	8/13/2014	247,000.00	254,199.41	247,000.00	1596	2.1
SYNOUVUS 1.2 11/6/2017	87164DFW5	SYNOUVUS	11/5/2014	248,000.00	249,359.98	248,000.00	951	1.2
Third Fed S & L 2 11/25/2019	88413QAW8	Third Fed S & L	11/24/2014	247,000.00	253,004.30	247,000.00	1700	2
Sub Total / Average				5,189,000.00	5,278,897.39	5,189,000.00	1246	1.633
Treasury Coupon Securities								
T-Bond 2.125 5/31/2015	912828NF3	Treasury	6/18/2010	1,000,000.00	1,003,130.00	1,000,231.96	61	1.978
Sub Total / Average				1,000,000.00	1,003,130.00	1,000,231.96	61	1.978
Total / Average				116,063,275.86	117,657,294.20	116,637,254.48	582	1.195

Tracker
City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class, Summary
Report Format: By Totals
Group By: Asset Class
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 2/28/2015

Description	Face Amount/Shares	Cost Value	Market Value	Book Value	Days To Maturity	YTM @ Cost
California Local Agency Investment Fund	30,246,391.31	30,246,391.31	30,246,391.31	30,246,391.31	1	0.266
Federal Agency Coupon Securities	83,705,000.00	85,684,896.59	85,120,151.40	84,310,800.57	759	1.470
Money Market Account	3,922,634.84	3,922,634.84	3,922,634.84	3,922,634.84	1	0.140
Negotiable Certificate of Deposit	5,438,000.00	5,438,000.00	5,505,646.28	5,438,000.00	1220	1.480
Treasury Coupon Securities	1,000,000.00	1,006,875.00	1,004,770.00	1,000,349.83	92	1.978
Total / Average	124,312,026.15	126,298,797.74	125,799,593.83	124,918,176.55	565	1.140

Kenneth C. Hugins
Kenneth C. Hugins, City Treasurer

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
California Local Agency Investment Fund								
LAIF LGIP	LGIP282	LAIF	5/31/2011	30,246,391.31	30,246,391.31	30,246,391.31	1	0.266
Sub Total / Average				30,246,391.31	30,246,391.31	30,246,391.31	1	0.266
Federal Agency Coupon Securities								
FFCB 1.11 2/20/2018	3133EEM5	FFCB	2/20/2015	3,000,000.00	3,000,720.00	3,000,000.00	1088	1.110
FFCB 1.61 8/1/2018	3133ECW75	FFCB	2/3/2014	1,000,000.00	1,009,860.00	1,005,618.90	1250	1.440
FFCB 1.8 11/12/2019	3133EBN9	FFCB	11/12/2014	5,000,000.00	5,058,300.00	5,000,000.00	1718	1.800
FFCB 2.4 3/15/2016	31331KEK2	FFCB	3/24/2011	1,000,000.00	1,019,730.00	1,001,323.23	381	2.265
FFCB 4.55 3/4/2015	31331SNP4	FFCB	6/18/2010	1,000,000.00	1,000,240.00	1,000,236.67	4	2.260
FFCB 4.75 9/30/2015	31331GCR8	FFCB	9/30/2010	1,000,000.00	1,025,960.00	1,018,158.36	214	1.520
FFCB 5.125 11/15/2018	31331YE15	FFCB	12/26/2013	760,000.00	864,720.40	847,756.37	1356	1.856
FHLB 0.7 12/19/2016	3130AHC71	FHLB	12/19/2013	1,455,000.00	1,457,197.05	1,455,000.00	660	0.700
FHLB 1.05 12/29/2017	3130A3N83	FHLB	12/29/2014	3,000,000.00	3,002,910.00	3,000,000.00	1035	1.050
FHLB 1.375 12/11/2015	313371NW2	FHLB	12/29/2010	1,000,000.00	1,008,750.00	992,756.67	286	2.360
FHLB 1.375 3/9/2018	313378A43	FHLB	3/28/2013	3,000,000.00	3,030,720.00	3,043,606.83	1105	0.883
FHLB 1.375 3/9/2018	313378A43	FHLB	12/26/2013	2,000,000.00	2,020,480.00	1,991,744.92	1105	1.516
FHLB 1.625 12/11/2015	313371VF0	FHLB	12/29/2010	1,000,000.00	1,010,730.00	994,631.17	286	2.355
FHLB 1.625 12/9/2016	313371PV2	FHLB	12/29/2011	1,500,000.00	1,527,120.00	1,512,021.04	650	1.160
FHLB 1.625 6/14/2019	313379EE5	FHLB	6/16/2014	3,000,000.00	3,013,290.00	2,979,768.17	1567	1.790
FHLB 1.625 9/28/2015	3133716Z4	FHLB	9/30/2010	1,000,000.00	1,007,390.00	1,000,467.24	212	1.541
FHLB 1.63 8/20/2015	31337ONE4	FHLB	3/24/2011	1,000,000.00	1,006,830.00	998,553.68	173	1.950
FHLB 1.75 12/14/2018	313376BR5	FHLB	12/26/2013	895,000.00	907,861.15	892,061.65	1385	1.841

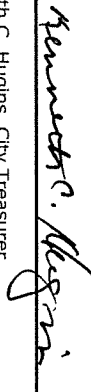
Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
FHLB 1.75 9/11/2015	313370IB5	FHLB	9/30/2010	1,000,000.00	1,008,290.00	1,001,151.44	195	1.525
FHLB 2.3 12/8/2016	313371ZU3	FHLB	12/29/2011	500,000.00	514,150.00	509,366.30	649	1.210
FHLB 3.125 3/11/2016	3133XXP43	FHLB	3/24/2011	3,000,000.00	3,085,170.00	3,024,266.00	377	2.291
FHLB 4 6/16/2015	3133XTYD2	FHLB	9/30/2010	1,000,000.00	1,011,190.00	1,007,158.14	108	1.485
FHLMC 1 7/28/2017	3137EADJ5	FHLMC	12/20/2013	1,500,000.00	1,504,275.00	1,497,871.14	881	1.060
FHLMC 2 8/25/2016	3137EACW7	FHLMC	8/31/2011	3,000,000.00	3,066,690.00	3,034,712.67	544	1.197
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	6/1/2011	2,500,000.00	2,563,900.00	2,517,689.68	454	1.900
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	5,000,000.00	5,127,800.00	5,026,101.31	454	2.055
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	3,000,000.00	3,076,680.00	3,015,705.07	454	2.054
FHLMC 5 2/16/2017	3137EAM1	FHLMC	2/16/2012	5,000,000.00	5,412,400.00	5,377,842.96	719	1.048
FNMA 0.5 5/27/2015	3135GOKM4	FNMA	6/29/2012	3,000,000.00	3,002,490.00	3,000,071.59	88	0.490
FNMA 0.875 5/21/2018	3135GOWJ8	FNMA	12/20/2013	1,500,000.00	1,484,670.00	1,469,655.36	1178	1.526
FNMA 0.875 8/28/2017	3135GOMZ3	FNMA	6/13/2014	2,000,000.00	2,000,400.00	1,990,895.56	912	1.061
FNMA 0.875 8/28/2017	3135GOMZ3	FNMA	2/3/2014	2,000,000.00	2,000,400.00	1,990,936.04	912	1.060
FNMA 1.06 5/29/2018	3136G05G2	FNMA	12/20/2013	500,000.00	495,545.00	492,485.98	1186	1.540
FNMA 1.125 4/27/2017	3135G0IA2	FNMA	5/31/2012	2,000,000.00	2,015,960.00	2,006,225.70	789	0.977
FNMA 1.25 1/30/2017	3135G0GY3	FNMA	1/24/2012	3,000,000.00	3,033,030.00	3,001,815.32	702	1.217
FNMA 1.25 9/28/2016	3135G0CM3	FNMA	9/29/2011	5,000,000.00	5,055,100.00	4,996,563.97	578	1.295
FNMA 1.375 11/15/2016	3135G0ES8	FNMA	12/29/2011	2,000,000.00	2,025,180.00	2,005,968.59	626	1.195
FNMA 1.75 1/30/2019	3136FTZ5	FNMA	2/3/2014	2,595,000.00	2,637,142.80	2,603,755.74	1432	1.660

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
FNMA 2.375 7/28/2015	31398AU34	FNMA	3/24/2011	2,000,000.00	2,017,920.00	2,003,320.79	150	1.951
FNMA 2.375 7/28/2015	31398AU34	FNMA	9/30/2010	1,000,000.00	1,008,960.00	1,003,536.32	150	1.480
Sub Total / Average				83,705,000.00	85,120,151.40	84,310,800.57	759	1.470
Money Market Account								
Bank of America MM	MM0555	Bank of America	5/31/2011	3,922,634.84	3,922,634.84	3,922,634.84	1	0.140
Sub Total / Average				3,922,634.84	3,922,634.84	3,922,634.84	1	0.140
Negotiable Certificate of Deposit								
American Express Bk 2 7/24/2019	02587CAJ9	American Express Bk	7/24/2014	247,000.00	251,937.14	247,000.00	1607	2.000
AmEx Centurion 2 11/28/2018	02587DWJ3	AmEx Centurion	11/28/2014	247,000.00	252,174.03	247,000.00	1369	2.000
Barclays Bank 2.099 7/23/2019	06740KHK6	Barclays Bank	7/28/2014	247,000.00	252,995.70	247,000.00	1606	2.099
BMW 1.95 6/20/2019	05580AAL8	BMW	6/20/2014	247,000.00	251,482.70	247,000.00	1573	1.950
Capital One Bank 0.6 10/30/2015	140420NCO	Capital One Bank	10/30/2013	246,000.00	246,283.56	246,000.00	244	0.600
Celtic Bank 1.25 12/20/2017	15118RL2	Celtic Bank	12/20/2013	246,000.00	246,782.99	246,000.00	1026	1.250
Charter Bank Eau claire 1.5 8/6/2018	16116PHH7	Charter Bank Eau claire	8/5/2014	248,000.00	249,456.75	248,000.00	1255	1.500
Cit Bank 2.2 11/26/2019	17284CAL5	Cit Bank	11/26/2014	247,000.00	253,881.22	247,000.00	1732	2.200
Discover FS 2 6/18/2019	254671W48	Discover FS	6/18/2014	247,000.00	251,996.96	247,000.00	1571	2.000
Enerbank USA 0.021 8/28/2019	29266NB30	Enerbank USA	8/28/2014	247,000.00	252,081.01	247,000.00	1642	0.021
G E Capital 1.85 2/7/2019	36157PWBI	G E Capital	2/7/2014	246,000.00	249,792.31	246,000.00	1440	1.850
GMATBK ALLY 1.1 6/19/2017	02006LFD0	GMATBK ALLY	6/18/2014	248,000.00	248,777.58	248,000.00	842	1.100
Gold Coast Bank 1.2 10/30/2017	38058KCS3	Gold Coast Bank	12/30/2013	246,000.00	246,420.12	246,000.00	975	1.200
Goldman Sachs 1.1 6/19/2017	38147JH96	Goldman Sachs	6/18/2014	248,000.00	248,777.58	248,000.00	842	1.100
Leader Bank NA 1.05 4/21/2017	52168UCU4	Leader Bank NA	10/23/2014	248,000.00	248,769.79	248,000.00	783	1.050

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
Live Oak Banking Co. 1.85 7/30/2019	538036CA0	Live Oak Banking Co.	10/30/2014	247,000.00	250,045.91	247,000.00	1613	1.850
MERICK 0.3 3/20/2015	59013JAF6	MERICK	6/20/2014	249,000.00	249,018.82	249,000.00	20	0.300
Park National Bank 2.1 3/26/2019	700654AV8	Park National Bank	9/26/2014	247,000.00	253,206.52	247,000.00	1487	2.100
Private Bank 1.1 7/21/2017	74267GUT2	Private Bank	7/21/2014	248,000.00	248,640.56	248,000.00	874	1.100
Sallie Mae Bank 2.1 8/13/2019	795450S15	Sallie Mae Bank	8/13/2014	247,000.00	252,909.43	247,000.00	1627	2.100
SYNOUVUS 1.2 11/6/2017	87164DFW5	SYNOUVUS 1	11/5/2014	248,000.00	248,616.78	248,000.00	982	1.200
Third Fed S & L 2 11/25/2019	88413QAW8	Third Fed S & L	11/24/2014	247,000.00	251,598.82	247,000.00	1731	2.000
Sub Total / Average				5,438,000.00	5,505,646.28	5,438,000.00	1220	1.480
Treasury Coupon Securities								
T-Bond 2.125 5/31/2015	912828NF3	Treasury	6/18/2010	1,000,000.00	1,004,770.00	1,000,349.83	92	1.978
Sub Total / Average				1,000,000.00	1,004,770.00	1,000,349.83	92	1.978
Total / Average				124,312,026.15	125,799,593.83	124,918,176.55	565	1.140

Tracker
City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class, Summary
Report Format: By Totals
Group By: Asset Class
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 1/31/2015

Description	Face Amount/Shares	Cost Value	Market Value	Book Value	Days To Maturity	YTM @ Cost
California Local Agency Investment Fund	36,246,391.31	36,246,391.31	36,246,391.31	36,246,391.31	1	0.267
Federal Agency Coupon Securities	80,705,000.00	82,684,896.59	82,462,393.48	81,341,195.54	775	1.484
Money Market Account	1,922,413.04	1,922,413.04	1,922,413.04	1,922,413.04	1	0.140
Negotiable Certificate of Deposit	5,438,000.00	5,438,000.00	5,532,843.47	5,438,000.00	1248	1.480
Treasury Coupon Securities	1,000,000.00	1,006,875.00	1,006,680.00	1,000,456.31	120	1.978
Total / Average	125,311,804.35	127,298,575.94	127,170,721.30	125,948,456.20	554	1.115


Kenneth C. Hugins, City Treasurer

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
California Local Agency Investment Fund								
LAIF LGIP	LGIP7282	LAIF	5/31/2011	36,246,391.31	36,246,391.31	36,246,391.31	1	0.267
Sub Total / Average				36,246,391.31	36,246,391.31	36,246,391.31	1	0.267
Federal Agency Coupon Securities								
FFCB 1.61 8/1/2018	3133ECW75	FFCB	2/3/2014	1,000,000.00	1,018,950.00	1,005,744.77	1278	1.440
FFCB 1.8 11/12/2019	3133EEB9	FFCB	11/12/2014	5,000,000.00	5,123,100.00	5,000,000.00	1746	1.800
FFCB 2.4 3/15/2016	31331KE2	FFCB	3/24/2011	1,000,000.00	1,021,500.00	1,001,420.48	409	2.265
FFCB 4.55 3/4/2015	31331SNP4	FFCB	6/18/2010	1,000,000.00	1,003,900.00	1,001,893.40	32	2.260
FFCB 4.75 9/30/2015	31331GCR8	FFCB	9/30/2010	1,000,000.00	1,030,030.00	1,020,534.22	242	1.520
FFCB 5.125 11/15/2018	31331YE5	FFCB	12/26/2013	760,000.00	875,216.00	849,568.45	1384	1.856
FHLB 0.7 12/19/2016	3130A0HC71	FHLB	12/19/2013	1,455,000.00	1,460,252.55	1,455,000.00	688	0.700
FHLB 1.05 12/29/2017	3130A3N83	FHLB	12/29/2014	3,000,000.00	3,019,350.00	3,000,000.00	1063	1.050
FHLB 1.375 12/11/2015	313371NW2	FHLB	12/29/2010	1,000,000.00	1,009,160.00	992,047.53	314	2.360
FHLB 1.375 3/9/2018	313378A43	FHLB	12/26/2013	2,000,000.00	2,025,760.00	1,991,535.74	1133	1.516
FHLB 1.375 3/9/2018	313378A43	FHLB	3/28/2013	3,000,000.00	3,038,640.00	3,044,711.80	1133	0.883
FHLB 1.625 12/11/2015	313371VF0	FHLB	12/29/2010	1,000,000.00	1,011,890.03	994,105.55	314	2.355
FHLB 1.625 12/9/2016	313371PV2	FHLB	12/29/2011	1,500,000.00	1,529,430.00	1,512,538.87	678	1.160
FHLB 1.625 6/14/2019	313379EE5	FHLB	6/16/2014	3,000,000.00	3,041,760.00	2,979,406.66	1595	1.790
FHLB 1.625 9/28/2015	3133716Z4	FHLB	9/30/2010	1,000,000.00	1,008,740.00	1,000,528.95	240	1.541
FHLB 1.63 8/20/2015	313370NE4	FHLB	3/24/2011	1,000,000.00	1,008,160.00	998,319.59	201	1.950
FHLB 1.75 12/14/2018	313376BR5	FHLB	12/26/2013	895,000.00	917,580.85	892,002.24	1413	1.841

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
FHLB 1.75 9/11/2015	313370IB5	FHLB	9/30/2010	1,000,000.00	1,009,510.00	1,001,316.77	223	1.525
FHLB 2.3 12/8/2016	313371ZU3	FHLB	12/29/2011	500,000.00	515,810.00	509,770.39	677	1.210
FHLB 3.125 3/11/2016	3133XXP43	FHLB	3/24/2011	3,000,000.00	3,092,790.00	3,026,068.25	405	2.291
FHLB 4 6/16/2015	3133XTYD2	FHLB	9/30/2010	1,000,000.00	1,014,520.00	1,009,013.95	136	1.485
FHLMC 1 7/28/2017	3137EAD15	FHLMC	12/20/2013	1,500,000.00	1,511,610.00	1,497,803.48	909	1.060
FHLMC 2 8/25/2016	3137EACW7	FHLMC	8/31/2011	3,000,000.00	3,076,440.00	3,036,499.35	572	1.197
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	3,000,000.00	3,085,200.00	3,016,673.67	482	2.054
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	5,000,000.00	5,142,000.00	5,027,711.09	482	2.055
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	6/1/2011	2,500,000.00	2,571,000.00	2,518,780.67	482	1.900
FHLMC 5 2/16/2017	3137EAMM1	FHLMC	2/16/2012	5,000,000.00	5,445,450.00	5,392,557.29	747	1.048
FNMA 0.5 5/27/2015	3135GOKM4	FNMA	6/29/2012	3,000,000.00	3,003,600.00	3,000,094.37	116	0.490
FNMA 0.875 5/21/2018	3135GOWI8	FNMA	12/20/2013	1,500,000.00	1,494,630.00	1,468,934.10	1206	1.526
FNMA 0.875 8/28/2017	3135GOMZ3	FNMA	6/13/2014	2,000,000.00	2,007,700.00	1,990,616.04	940	1.061
FNMA 0.875 8/28/2017	3135GOMZ3	FNMA	2/3/2014	2,000,000.00	2,007,700.00	1,990,657.76	940	1.060
FNMA 1.06 5/29/2018	3136G05G2	FNMA	12/20/2013	500,000.00	499,140.60	492,308.59	1214	1.540
FNMA 1.125 4/27/2017	3135G0JA2	FNMA	5/31/2012	2,000,000.00	2,022,980.00	2,006,446.64	817	0.977
FNMA 1.25 1/30/2017	3135G0G13	FNMA	1/24/2012	3,000,000.00	3,040,500.00	3,001,887.73	730	1.217
FNMA 1.25 9/28/2016	3135G0CM3	FNMA	9/29/2011	5,000,000.00	5,066,250.00	4,996,397.52	606	1.295
FNMA 1.375 11/15/2016	3135G0E58	FNMA	12/29/2011	2,000,000.00	2,031,340.00	2,006,235.56	654	1.195
FNMA 1.75 1/30/2019	3136FTZZ5	FNMA	2/3/2014	2,595,000.00	2,648,223.45	2,603,926.95	1460	1.660
FNMA 2.375 7/28/2015	31398AU34	FNMA	9/30/2010	1,000,000.00	1,010,860.00	1,004,196.44	178	1.480

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
FNMA 2.375 7/28/2015	31398AU34	FNMA	3/24/2011	2,000,000.00	2,021,720.00	2,003,940.68	178	1.951
Sub Total / Average				80,705,000.00	82,462,393.48	81,341,195.54	775	1.484
Money Market Account								
Bank of America MM	MM0555	Bank of America	5/31/2011	1,922,413.04	1,922,413.04	1,922,413.04	1	0.140
Sub Total / Average				1,922,413.04	1,922,413.04	1,922,413.04	1	0.140
Negotiable Certificate of Deposit								
American Express Bk 2 7/24/2019	02587CA9	American Express Bk	7/24/2014	247,000.00	254,925.83	247,000.00	1635	2.000
AmEx Centurion 2 11/28/2018	02587DW3	AmEx Centurion	11/28/2014	247,000.00	254,872.21	247,000.00	1397	2.000
Barclays Bank 2 099 7/23/2019	06740KH6	Barclays Bank	7/28/2014	247,000.00	256,007.67	247,000.00	1634	2.099
BMW 1.95 6/20/2019	05580A18	BMW	6/20/2014	247,000.00	254,372.06	247,000.00	1601	1.950
Capital One Bank 0.6 10/30/2015	140420NC0	Capital One Bank	10/30/2013	246,000.00	246,266.25	246,000.00	272	0.600
Celtic Bank 1.25 12/20/2017	15118RU2	Celtic Bank	12/20/2013	246,000.00	248,041.16	246,000.00	1054	1.250
Charter Bank Eau claire 1.5 8/6/2018	16116PHH7	Charter Bank Eau claire	8/5/2014	248,000.00	248,000.00	248,000.00	1283	1.500
Cit Bank 2 2 11/26/2019	17284C45	Cit Bank	11/26/2014	247,000.00	257,212.17	247,000.00	1760	2.200
Discover FS 2 6/18/2019	254671W48	Discover FS	6/18/2014	247,000.00	254,895.16	247,000.00	1599	2.000
Enerbank USA 0.021 8/28/2019	29266NB30	Enerbank USA	8/28/2014	247,000.00	255,496.87	247,000.00	1670	0.021
G E Capital 1.85 2/7/2019	36157PW81	G E Capital	2/7/2014	246,000.00	252,298.76	246,000.00	1468	1.850
GMATBK ALLY 1 1 6/19/2017	02006LFD0	GMATBK ALLY	6/18/2014	248,000.00	248,000.00	248,000.00	870	1.100
Gold Coast Bank 1.2 10/30/2017	38058KCS3	Gold Coast Bank	12/30/2013	246,000.00	247,766.70	246,000.00	1003	1.200
Goldman Sachs 1.1 6/19/2017	38147JH96	Goldman Sachs	6/18/2014	248,000.00	248,000.00	248,000.00	870	1.100
Leader Bank NA 1.05 4/21/2017	52168UC4	Leader Bank NA	10/23/2014	248,000.00	248,000.00	248,000.00	811	1.050

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
Live Oak Banking Co. 1.85 7/30/2019	538036CA0	Live Oak Banking Co.	10/30/2014	247,000.00	253,190.14	247,000.00	1641	1.850
MERICK 0.3 3/20/2015	59013JAF6	MERICK	6/20/2014	249,000.00	249,037.15	249,000.00	48	0.300
Park National Bank 2.1 3/26/2019	700654AV8	Park National Bank	9/26/2014	247,000.00	255,927.91	247,000.00	1515	2.100
Private Bank 1.1 7/21/2017	74267GUT2	Private Bank	7/21/2014	248,000.00	249,559.85	248,000.00	902	1.100
Sallie Mae Bank 2.1 8/13/2019	795450SJ5	Sallie Mae Bank	8/13/2014	247,000.00	255,973.58	247,000.00	1655	2.100
SYNOUVUS 1.2 11/6/2017	87164DFW5	SYNOUVUS	11/5/2014	248,000.00	248,000.00	248,000.00	1010	1.200
Third Fed 5 & L 2 11/25/2019	88413QAW8	Third Fed 5 & L	11/24/2014	247,000.00	247,000.00	247,000.00	1759	2.000
Sub Total / Average				5,438,000.00	5,532,843.47	5,438,000.00	1248	1.480
Treasury Coupon Securities								
T-Bond 2.125 5/31/2015	912828NF3	Treasury	6/18/2010	1,000,000.00	1,006,680.00	1,000,456.31	120	1.978
Sub Total / Average				1,000,000.00	1,006,680.00	1,000,456.31	120	1.978
Total / Average				125,311,804.35	127,170,721.30	125,948,456.20	554	1.115

Tracker
City of Escondido
Transactions Summary
Transaction Summary Report - Portfolio maturities
Group By: Action
Portfolio / Report Group: All Portfolios
From 1/1/2015 To 3/31/2015

Description	CUSIP/Ticker	Settlement Date	Face Amount/Shares	Principal	Total
Matured					
FFCB 4.55 3/4/2015	31331SNP4	3/4/2015	1,000,000.00	1,000,000.00	1,000,000.00
MERICK 0.3 3/20/2015	59013JAF6	3/20/2015	249,000.00	249,000.00	249,000.00
Sub Total / Average			<u>1,249,000.00</u>	<u>1,249,000.00</u>	<u>1,249,000.00</u>

CITY OF ESCONDIDO
FUNDS MANAGED BY OUTSIDE PARTIES
March 31, 2015

Type of Funds / Institution	Market Value	Interest Rate	Type of Investment
BOND FUNDS			
BANK OF NEW YORK MELLON TRUST COMPANY, N.A. :			
1993 Vineyard Golf Course Certificates of Participation	3,465	0.010%	Money Market
2007 COP - Water Project	7,179,235	0.010%	Money Market
2004A Wastewater Bond (1996 Wastewater Refunding)	2,028,744	0.121%	Money Market/ U.S. Agency Bond/ US Treas Bill
2004B Wastewater Bond - Brine Project	2,390,643	0.048%	Money Market/ U.S. Agency Bond/ US Treas Bill
2006 Community Facility District (Eureka Ranch)	1,221,666	0.125%	Money Market/ U.S. Agency Bond/ US Treas Bill
1986-1R/98 Auto Parkway Assessment District	336,755	0.108%	Money Market/ U.S. Agency Bond
1998-1 Rancho San Pasqual Assessment District	342,938	0.131%	Money Market/ U.S. Agency Bond
2012 JPFA Revenue Bonds (Water System Financing)	20,012,819	0.267%	LAIF/Money Market
2012 JPFA Revenue Bonds (Wastewater System Financing)	22,752,567	0.267%	LAIF/Money Market
TOTAL FUNDS MANAGED BY OUTSIDE PARTIES	56,268,831		

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 5

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Craig Carter, Chief of Police

SUBJECT: FY 2013 State and Community Corrections Police Grant - Additional Funds

RECOMMENDATION:

It is requested that Council authorize the Police Department to accept additional FY 2013 State & Community Corrections Police Grant funds in the amount of \$234,702; authorize the Chief of Police or his designee to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used for part-time salaries, police officer overtime, overhead, and enforcement equipment.

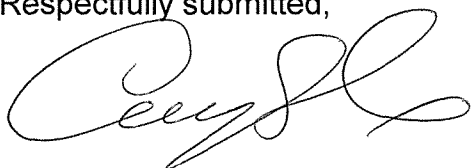
PREVIOUS ACTION:

On July 24, 2013, Council approved State and Community Corrections Grant funding in the amount of \$78,925 for overtime, reserve officer salary, overhead, and program supply costs.

BACKGROUND:

The Escondido Police Department has been allocated additional funds under the FY 2013 State and Community Corrections Police Grant. This funding was provided by the State of California Board of Community Corrections, through Assembly Bill 118 and Senate Bill 89, to reduce state prison overcrowding and support local law enforcement efforts. Escondido's allocation is used to support regional and local enforcement efforts. Grant funds will be used for part-time salaries, police officer overtime, overhead, and enforcement equipment.

Respectfully submitted,



Craig Carter
Chief of Police



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: May 11, 2015
Department: Police
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Name Extension
Council Date (if applicable): May 20, 2015
(attach copy of staff report)

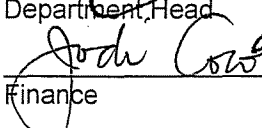
For Finance Use Only	
Log #	_____
Fiscal Year	_____
_____	Budget Balances
_____	General Fund Accts
_____	Revenue
_____	Interfund Transfers
_____	Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-451-New Project Number	234,702	
Police Grants	451-New Project Number	234,702	

Explanation of Request:

A budget adjustment is needed to spend additional FY 2013 State and Community Corrections Police Grant funds for part-time salaries, police officer overtime, overhead, and enforcement equipment.

APPROVALS


Department Head _____ Date 5/12/15

Finance _____ Date _____

City Manager _____ Date _____
City Clerk _____ Date _____

Distribution (after approval):

Original: Finance

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 6

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Loretta McKinney, Director of Library and Community Services

SUBJECT: San Dieguito River Valley Regional Open Space Park Joint Exercise of Powers Agreement

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2015-81 authorizing the execution of the Amended and Restated Joint Exercise of Powers Agreement (JEPA) between the County of San Diego and the Cities of Del Mar, Escondido, Poway, San Diego, and Solana Beach for the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (JPA).

FISCAL ANALYSIS:

In Fiscal Year 2014/15 the City budgeted \$106,558 for membership in the JPA. Should Council approve the Amended and Restated Agreement, the City will include \$119,835 in the proposed budget for Fiscal Year 2015/16 and continue to budget funding for its membership in the JPA in the subsequent years.

PREVIOUS ACTION:

On November 20, 2013, the Escondido City Council adopted resolution No. 2013-144 approving an Amended Joint Exercise Powers Agreement for the San Dieguito River Valley Regional Open Space Park Joint Powers Authority.

On May 21, 2014, the Escondido City Council adopted Resolution No. 2014-66 extending the Joint Exercise of Powers Agreement for the San Dieguito River Valley Regional Open Space Park Joint Powers Authority.

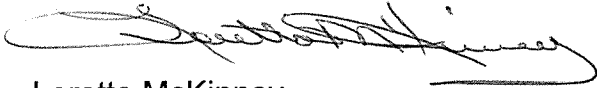
BACKGROUND:

On May 21, 2014, the Escondido City Council adopted Resolution No. 2013-144 extending the Joint Exercise of Powers Agreement for the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (JPA). The original 1989 JEPA was set to expire in June 2014; however, the City of

San Diego had not approved the agreement, prompting the JPA Board of Directors to approve and distribute an extension agreement to the original 1989 agreement to member agencies. The temporary extension allowed staff of the participating agencies to discuss and achieve unanimity on the amendments to advance the original Agreement. The JPA Board at their April 17, 2015, meeting approved the Amended and Restated Agreement.

Changes made to the Agreement include annual contribution increases to some member agencies due to the negotiated change in the relative percentage of member contributions resulting from population adjustments to the formula. Also included in the Amended and Restated Agreement is a limit on annual increases of member contributions to no more than five percent (5%). Copies of the Public Agency Contribution Formula for Fiscal Year 2014-15 and Board Member Weighted Vote Percentages for Fiscal Year 2014-15 are attached for information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Loretta McKinney", with a long horizontal flourish extending to the right.

Loretta McKinney
Director of Library and Community Services

Public Agency Contribution Formula for Fiscal Year 2014-15

The FY2014-15 Public Agency Contribution Formula is based upon the following calculations, using the most recent U.S. Census data as of 2010, and current jurisdictional acreage within the JPA jurisdiction:

Public Agency	Population	Population Weighted Percentage ¹	Jurisdictional Acreage	Jurisdictional Acreage Weighted Percentage ²	Total (Population% + Acreage%)	Public Agency Contribution ³
Del Mar	4,660	5%	459.77	2%	7%	6%
Solana Beach	12,867	8%	0	0%	8%	7%
Poway	47,811	8%	666.33	4%	12%	10%
Escondido	147,514	11%	850.35	4%	15%	13%
Unincorporated County	503,320	32%	55,885.91	4%	36%	32%
San Diego	1,376,173	32%	16,325.93	4%	36%	32%
					114%	100%

¹Population Weighted Percentage

0-10,000 = 5%
 10,001-50,000 = 8%
 50,001-250,000 = 11%
 250,001-500,000 = 22%
 500,001 and above = 32%

²Jurisdictional Acreage Weighted Percentage

0 = 0%
 1-500 = 2%
 Above 500 = 4%

³Rounded and Normalized

Except when required by the Public Agency Contribution Formula, beginning in the Fiscal Year 2017 Budget, Public Agency Contribution increases will not exceed 5% of the prior year's required contribution. This does not preclude any Public Agency from contributing funds in addition to the required contribution.

Board Member Weighted Vote Percentages for Fiscal Year 2014-15

Board member weighted vote percentages reflect the Public Agency contribution for the current fiscal year as calculated by the Public Agency Contribution Formula.

Public Agency	FY 2014-15 Public Agency Contribution	Board Member Weighted Vote
Del Mar	6%	6%
Solana Beach	7%	7%
Poway	10%	10%
Escondido	13%	13%
Unincorporated County	32%	Board member 1: 16% Board member 2: 16%
San Diego	32%	Board member 1: 16% Board member 2: 16%
	100%	100%

RESOLUTION NO. 2015-81

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, THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE CITIES OF DEL MAR, ESCONDIDO, POWAY, SAN DIEGO, AND SOLANA BEACH FOR THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY

WHEREAS, the San Dieguito River Park Joint Powers Authority was formed as a separate agency by agreement bearing the date June 12, 1989, by the County of San Diego and the Cities of Del Mar, Escondido, Poway, San Diego, and Solana Beach (the "Public Agencies") to acquire, plan, design, improve, operate, and maintain the San Dieguito River Park (the "JPA Agreement"); and

WHEREAS, on November 20, 2013, the Escondido City Council adopted Resolution No. 2013-144 approving an Amended Joint Exercise Powers Agreement for the San Dieguito River Valley Regional Open Space Park Joint Powers Authority; and

WHEREAS, the existing JPA Agreement, which created the San Dieguito River Valley Regional Open Space Park Joint Powers Authority was set to expire on July 10, 2014; and

WHEREAS, on May 21, 2014, the Escondido City Council adopted Resolution No. 2014-66 extending the Joint Exercise of Powers Agreement for the San Dieguito River Valley Regional Open Space Park Joint Powers Authority; and

WHEREAS, an Amended and Restated Joint Powers of Authority Agreement was subsequently approved by the JPA Board at their April 17, 2015, meeting; and

WHEREAS, the City budgeted \$106,558 for memberships in the JPA for Fiscal Year 2014-15, and will include \$119,835 in the proposed budget for Fiscal Year 2015-16 Operating and Capital Budget; and

WHEREAS, the City of Escondido desires to continue participating in the JPA by approving the Amended and Restated JPA Agreement.

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 authorizes the City Manager to execute an Amended and Restated Joint Exercise of Powers Agreement ("Agreement") between the County of San Diego and the Cities of Del Mar, Escondido, Poway, San Diego, and Solana Beach for the San Dieguito River Valley Regional Open Space Park Joint Powers Authority. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.
3. That the City Council of the City of Escondido will annually consider the appropriation of funds to pay the City of Escondido's membership contribution to the JPA for as long as the membership shall be active.
4. That the appropriate City officials are hereby authorized and directed to take such actions as they deem necessary and proper to effectuate and consummate the Amended and Restated JPA, subject to final review and approval of the City Attorney.

**AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE COUNTY OF SAN DIEGO AND THE CITIES OF
DEL MAR, ESCONDIDO, POWAY, SAN DIEGO AND SOLANA BEACH
CREATING THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY**

THIS AGREEMENT (the "Agreement") is hereby made by and among the COUNTY OF SAN DIEGO, a political subdivision of the State of California, and the cities of DEL MAR, ESCONDIDO, POWAY, SAN DIEGO, and SOLANA BEACH, municipal corporations, which shall individually be referred to as "Public Agency" or collectively as "Public Agencies".

RECITALS

A. Public Agencies are each empowered, pursuant to California Government Code Section 6500, *et seq.*, to exercise their common powers jointly by agreement, including the powers to acquire and hold property, to undertake overall planning for and to plan and design public facilities and appurtenances for park purposes, and to develop, operate, and maintain parks.

B. Public Agencies agree that it is their goal to continue to create, preserve, and enhance the San Dieguito River Valley Regional Open Space Park ("Park") for the benefit of the public. The Focused Planning Area ("FPA"), the regional park planning area for the Park, is the area where planning and acquisition efforts for the Park are to be directed. A map of the FPA is attached as Exhibit A, and incorporated herein by this reference.

C. A 1989 Joint Exercise of Powers Agreement ("1989 JEPA") between the County of San Diego and Cities of Del Mar, Escondido, Poway, San Diego and Solana Beach, created the San Dieguito River Valley Regional Open Space Park Joint Powers Authority ("JPA" or "Authority"), which has as its governing body, representatives of each of the Public Agencies. The 1989 JEPA had a term of 25 years and was set to expire on June 12, 2014.

D. Public Agencies agree that a local agency shall continue to exist to provide a coordinated program for the acquisition, planning, design, plan implementation, operation and maintenance of the Park and such other activities related thereto as determined by this JPA (as hereinafter defined) to be appropriate.

E. Effective May 14, 2014, five Public Agencies executed an extension of the 1989 JEPA for 50 years (Exhibit B); effective on June 13, 2014 all Public Agencies executed an extension of the City of San Diego's membership to the 1989 JEPA through December 31, 2014 (Exhibit C). The purpose of this Agreement is to amend and restate the 1989 JEPA and the

extension agreements attached as Exhibits B through C as of its Effective Date (as hereinafter defined).

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Public Agencies as herein expressed, the Public Agencies agree that the recitals are incorporated herein by this reference and further agree as follows:

1. PURPOSE. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), relating to the joint exercise of powers common to public agencies. Public Agencies each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise those powers jointly to coordinate, to acquire, plan, design, improve, manage, operate and maintain the Park as shown in Exhibit A, and as may be increased or decreased in area from time to time, in a manner consistent with the land use plans of those Public Agencies who own the land, or if the land is not owned by any of the Public Agencies, then in a manner consistent with the land use plans of those Public Agencies that have jurisdiction over the land. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth. The goals of the Public Agencies are to exercise such powers in order to:

a) Preserve land within the FPA as a regional open space greenbelt and park system that protects the natural waterways and the natural and cultural resources and sensitive lands, and provides compatible recreational opportunities that do not damage sensitive lands.

b) Provide a continuous and coordinated system of preserved lands with a connecting corridor of walking, equestrian, and bicycle trails, encompassing the valley of the San Dieguito River from the ocean to the river's source.

2. CREATION OF INDEPENDENT AGENCY. Pursuant to Section 6507 of the California Government Code, there is hereby a public entity known as the "San Dieguito River Valley Regional Open Space Park Joint Powers Authority" ("JPA") and said JPA shall be an entity separate and apart from the Public Agencies, but shall be comprised of two or more member Public Agencies.

3. TERM.

a) This Agreement shall become effective immediately upon approval by the last of the Public Agencies ("Effective Date"), and shall continue in full force and effect so long as any two (2) Public Agencies agree to continue as members or for 50 years, whichever occurs first.

b) Every five (5) years from the Effective Date of this Agreement, Public Agencies shall meet and confer in good faith to review the terms of this Agreement. If no changes are proposed,

no additional action is needed. If changes are proposed, the Public Agencies shall coordinate with JPA staff on the proposed amendments. The proposed amendments shall be presented to the Board, as defined in Section 6 of this Agreement, for the Board's consideration and ultimately to the Public Agencies' respective legislative bodies for their consideration and approval. At the end of the 50-year term, Public Agencies may act to continue this Agreement in full force and effect for an additional 50 years.

4. BOUNDARIES. The boundaries of the territory within which the JPA shall exercise its powers shall be those described in Exhibit A. Said boundaries may be amended by the JPA subject to concurrence by the Public Agencies within whose jurisdiction the proposed boundary change lies.

5. PUBLIC AGENCY CONTRIBUTION FORMULA. The Public Agency Contribution Formula shall be based upon each Public Agency's total population as determined by the most recent U.S. Census and the Public Agency jurisdictional acreage within the FPA, according to the weighted percentage ranges as follows:

Population Weighted Percentages	Jurisdictional Acreage Weighted Percentages
0-10,000 = 5%	0 = 0%
10,001-50,000 = 8%	1-500 = 2%
50,001-250,000 = 11%	above 500 = 4%
250,001-500,000 = 22%	
500,001 and above = 32%	

To calculate the Public Agency contribution percentage, each Public Agency's population weighted percentage is added to the jurisdictional acreage weighted percentage, as follows:

Population Weighted % + Jurisdictional Acreage Weighted % = Public Agency Contribution % (raw)

Thereafter, each Public Agency Contribution percentage (raw) shall be rounded to the nearest whole percentage and then divided by the total of all Public Agency Contribution percentages (raw), to calculate each normalized Public Agency Contribution percentage as follows:

Each Public Agency Contribution % (raw) ÷ Total of all Public Agency Contribution percentages (raw) = Public Agency Contribution % (normalized)

Lastly, each Public Agency Contribution percentage (normalized) shall be rounded to the nearest whole percentage such that the sum of all Public Agency Contribution percentages (normalized) shall total 100%. The FY2014-15 Public Agency Contributions are provided in Exhibit D as an example of the application of the formula.

6. BOARD. The JPA shall be governed by a board to be known as the "San Dieguito River Valley Regional Open Space Park Board" ("Board") consisting of nine voting Board Members, unless a weighted vote is invoked. Each Board Member shall serve in his or her individual capacity as a member of the Board. The selection of the members of the Board shall be as follows:

a) Two (2) Board Members each from among the elected officials of the governing bodies of the County of San Diego and the City of San Diego or two (2) designees appointed by their respective governmental bodies.

b) One (1) Board Member each from among the elected officials of the City Councils of the cities of Del Mar, Escondido, Poway, and Solana Beach or one (1) designee appointed by their respective governmental bodies.

c) One (1) Board Member holding the position of Chairperson of the San Dieguito Citizens Advisory Committee ("CAC"). The CAC is described in Section 9.

d) In addition, one (1) non-voting ex officio advisory representative shall be appointed by the Board.

e) The Board Members serve at the pleasure of their appointing authority. Each Board Member shall have an alternate which may act in his or her absence. Alternates shall be chosen in the same manner as Board Members except that the alternate to the Chairperson of the CAC shall be the Vice Chairperson of the CAC. Any vacancy shall be filled in the same manner as described herein for appointment.

f) The Board shall select its own Chairperson and Vice Chairperson from among the Board Members.

7. MEETINGS OF THE BOARD.

a) Regular Meetings. The Board shall conduct regular meetings at least annually and such other times as the Board shall direct or the bylaws specify.

b) Ralph M. Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

c) Quorum. A majority of Board Members shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. In order to take final action on any item, there must be a majority vote of the Board Members present on the basis of one vote per Board Member. The CAC Chairperson is also a voting Board Member unless weighted voting is called for in which case both a tally vote and weighted vote is required to pass an act and the CAC Chairperson may vote during the tally vote but not the weighted vote. The Board shall continue with non-weighted voting unless a Board Member calls for weighted voting.

d) Weighted Voting. A Board Member may call for a weighted vote if there is a fiscal impact to the JPA. For the purposes of this agreement, fiscal impact includes costs, expenditures, revenues, staffing, facilities, and spaces.

If a Board Member intends to call for a weighted vote, the Board Member shall notify the other Board Members and JPA staff of their intention at least 24 hours prior to the meeting. If weighted voting is called for, both a tally and weighted vote shall be required. In order to take final action on any item, the following voting formula shall apply: 1) A majority vote of the Board Members present on the basis of one vote per Board Member; and 2) A majority of the weighted vote of the Public Agencies present.

The CAC Chairperson becomes an ex-officio Board Member for the weighted vote and shall abstain during the weighted vote. Board Members' weighted votes shall reflect the Public Agency contribution for the current fiscal year as calculated by the Public Agency Contribution Formula. As the County of San Diego and the City of San Diego each have two (2) Board Members, their assigned weighted votes shall be evenly split between their Board Members. In the case that one (1) of the County of San Diego or the City of San Diego's Board Members is absent their assigned weighted vote shall be assigned to the Board Member present. The FY2014-15 Weighted Vote Percentages are provided in Exhibit E as an example of weighted vote distribution.

e) Voting Rights in the event of Non-Payment of Full Contribution Amount. The voting rights (both non-weighted and weighted) of a Public Agency that elects not to pay its full contribution amount shall be suspended. In this case, the percentage of weighted votes for the remaining Board Members in good standing shall be rounded and normalized such that the sum of the weighted votes total 100%. In order to reinstate its Board Members' voting rights, Public Agencies must pay the full current year contribution amount and six (6) months of past unpaid contributions for the immediate preceding year the Public Agency took a leave of absence.

8. RULES OF THE BOARD. The Board shall adopt written by laws, rules, and regulations as may be required for the conduct of its meetings and the orderly operation of JPA within one (1) year of the execution of this Agreement. The written by laws, rules, and

regulations may be amended from time to time. Copies and amendments thereto shall be filed with the Public Agencies. If there is a conflict between the bylaws, rules, or regulations established by the Board and this Agreement, the Agreement shall prevail.

9. STANDING COMMITTEE. The Board shall appoint a standing committee to be known as the Citizen's Advisory Committee ("CAC") which shall only be advisory to the Board. The CAC shall have a Chairperson selected by the Board and a Vice Chairperson selected by the Committee subject to the concurrence of the Board.

10. OFFICERS AND EMPLOYEES OF THE JPA.

a) Executive Director. The Board may appoint an Executive Director who shall have such duties as prescribed by the Board. The Executive Director shall receive an annual performance review from the Board.

b) Treasurer. The Treasurer of the JPA shall be the duly appointed and active Treasurer of the County of San Diego serving ex-officio as Treasurer of the JPA. The Treasurer shall receive, have the custody of and disburse funds upon the warrant or check-warrant of Auditor pursuant to the accounting procedures set forth in Section 18 hereof, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement. The Treasurer may invest the JPA funds in accordance with general law. All interest collected on the JPA funds shall be accounted for and posted to the account of such funds.

c) Auditor. The Auditor of the JPA shall be the duly appointed and acting Auditor of the County of San Diego serving ex-officio as Auditor of the JPA. The Auditor shall draw warrants or check-warrants against the funds of the JPA in the Treasury when the demands are approved by the Board or such other persons as may be specifically designated for that purpose. Any fees paid to the Auditor for performance of said services shall not be greater than those normally paid by other entities receiving similar services.

d) Experts and Other Employees. The JPA may employ such other officers, employees, consultants, advisors, and independent contractors as it may determine necessary.

e) Bonds. The JPA shall cause such of its officers and employees to be bonded as required by Auditor.

11. PUBLIC POSITIONS.

a) Neither the CAC nor the officers or employees of the JPA shall take a public position on items related to the Park without a prior documented action or the written consent of the Board.

b) The Board shall review and revisit the Board Policy No. P90-1 adopted on May 18, 1990 and Communication Policy No. P14-01, adopted June 20, 2014 within 60 days of the Effective Date of this Agreement.

12. POWERS OF THE JPA. The JPA shall have the powers:

a) To acquire, hold and dispose of property by any legal method for purposes of the Park, to undertake overall planning for and to plan and design the Park, and to take any and all actions necessary to accomplish these powers. Decisions by the JPA to acquire or dispose of real property shall be subject to prior approval of the Public Agency wherein the property to be acquired or disposed of is located. Prior to acquisition or disposal of real property within the FPA by Public Agencies, they shall refer the proposed transaction to the JPA for review and recommendation. However, failure of a Public Agency to make a referral shall not affect its validity.

b) To review and comment on development proposals submitted to Public Agencies which are within the FPA.

c) To coordinate, improve, manage, operate and maintain the Park.

d) To make and enter into contracts and agreements to carry out its activities.

e) To employ agents and employees.

f) Pursuant to California Government Code Section 6509, the powers of the JPA shall be subject to those legal restrictions which the County of San Diego has upon the manner of exercising said power.

13. OPERATION AND MAINTENANCE.

a) The JPA shall provide for operation and maintenance of the Park. The JPA may contract with the County of San Diego through its Department of Parks and Recreation to operate and maintain the Park, in which event the JPA shall audit and evaluate County's performance as necessary to determine whether the County should continue to perform this function. The JPA may maintain trails on some lands owned by Public Agencies. The land

owner retains full land use and management authority over the land including trails subject to the jurisdictional land use authority of the Public Agency in which the land is located.

b) The Board shall adopt trails maintenance and management standards specific to the Park within 60 days from the Effective Date of this Agreement. The JPA shall maintain trails in accordance with these standards.

c) Coast to Crest Trail Public Access Permits. One of the JPA's goals is to create a multi-use trail system for hikers, bicyclists and horseback riders that will extend a distance of approximately 55 miles from the ocean at Del Mar to the San Dieguito River's source on Volcan Mountain, just north of Julian (Coast to Crest Trail). Public Agencies own lands and continue to acquire lands within the park boundary that include Coast to Crest Trail segments. While the Public Agencies manage these lands, the JPA may pursue grant funding to procure access permits, manage and maintain the trails located on Public Agencies' lands. Public access permits (trail permits, right of access permits, leases, and license agreements) shall be secured by the JPA for the Coast to Crest Trail and connector trails to ensure the Coast to Crest Trail is open for public recreational use in the future. Public Agencies shall work cooperatively and in good faith with the JPA staff to issue public access permits acceptable to the Public Agencies as it applies to their property.

14. CONDITIONAL POWERS. Subject to unanimous agreement of Public Agencies, the JPA shall have the power to issue bonds and levy assessments under any assessment district act or impact fee provisions authorized by State law.

15. BUDGET. The JPA shall prepare and adopt an annual budget prior to the beginning of each fiscal year. The "fiscal year" for the JPA shall be coterminous with that of the County.

16. FUNDING.

a) The JPA shall fund its activities by and is authorized to expend Satellite Wagering Funds which are available to the JPA to carry out its activities.

b) The JPA is empowered to make applications for and receive grants from governmental or private sources for its activities.

c) Public Agencies may, but shall not be required to contribute money, office space, furnishings, equipment, supplies, or services as may be necessary.

d) The JPA may receive gifts, donations, bequests and devises of all kinds and descriptions, and perform any and all legal acts in regard thereto as may be necessary or advisable to advance the objects and purposes of the JPA and to apply the principal and interest

of such gifts, donations, bequests and devises as may be directed by the donor, or as the Board of the JPA may determine in the absence of such direction.

e) The JPA may collect and expend revenues generated from Park operations and activities.

17. FUNDS DEPOSITED IN COUNTY TREASURY. The Treasury of County shall be the depository of the funds of the JPA and the Treasurer shall receive and have custody of the JPA funds.

18. RECORDS AND ACCOUNTS – CHARGE FOR SERVICE.

a) The JPA shall be strictly accountable for all funds.

b) The JPA shall cause to be kept proper books of records and accounts in which a complete and detailed entry shall be made of all its transactions including all receipts and disbursements. Accounting systems shall be established and maintained consistent with State laws and rules and regulations of the State Controller as required by Auditor. Said books shall be subject to inspection at any reasonable time by the duly authorized representatives of Public Agencies.

c) The JPA shall cause a single annual audit of the accounts and records of the JPA to be performed as provided in Sections 6505, 6505.1 and 6505.5 of the California Government code. Within eight (8) months after close of each fiscal year, a financial statement for such fiscal year shall be provided to the Public Agencies. The financial statement shall include how and where Public Agency contributions and the operating budget are spent. A Public Agency may request an accounting and/or a “for cause” audit. A “for cause” audit is a non-routine non-scheduled audit which allows Public Agencies the opportunity to review the financial documentation of the JPA. The JPA shall respond promptly to the request for an accounting or “for cause” audit.

d) The County of San Diego shall determine the charges, if any, to be made against the JPA for the services of the Treasurer, Auditor and other County officers and employees.

19. LIABILITY OF PARTIES. Pursuant to the authority of Section 6508.1 of the California Government Code, the debts, liabilities, or obligations, of the JPA shall be solely the debts, liabilities and obligations of the JPA and not the Public Agencies, except upon termination or withdrawal of any Public Agency as provided in Sections 20 and 21 of this Agreement. As more particularly set forth below, the JPA shall provide a defense and indemnification to Public Agencies as separate entities from the JPA.

a) Indemnification. The JPA shall defend, indemnify, and hold harmless Public Agencies, their elected officials or designees, appointed officials, officers, representatives, agents, and employees, except in the case of a Public Agency's non-payment of the full contribution amount, from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the JPA's officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Agreement or the operation of the Authority, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that the JPA's duty to defend, indemnify and hold harmless shall not include any established liability arising from the established gross negligence or intentional misconduct of Public Agencies, their elected officials, officers, representatives, agents and employees. A Public Agency may, at its election, conduct its own defense or participate in its own defense of any claim related in any way to this indemnification. If a Public Agency chooses at its own election to conduct its own defense or participate in its own defense in defense of any claim related to this indemnification, the JPA shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs. The JPA's duty to defend, indemnify, and hold harmless shall not include any claims asserted or liability established by the JPA against a Public Agency, or by a Public Agency against the JPA.

20. WITHDRAWAL AND DISPOSITION OF ASSETS. At the termination of this Agreement or if the JPA ceases to exist, all real property owned by the JPA shall be distributed to the jurisdiction on which the land, including any structures or other improvements, is located, together with the endowment funds, if any, specific to operating and maintaining such land, structures, or improvements. All other properties and assets (non-real property) as well as liabilities shall be divided among the Public Agencies proportionately based on the formula for calculating the Public Agency's contribution as set forth in Section 5.

Any Public Agency may withdraw from this Agreement upon 90 days' written notice of such action of withdrawal being filed with the Board. The written notice to withdraw shall be filed with each party to this Agreement. A Public Agency's withdrawal from this Agreement shall not relieve the withdrawing Public Agency of its proportionate share of any debts, liabilities, or other financial obligations that are in existence or incurred by the JPA prior to the effective date of the withdrawal. If a Public Agency withdraws from the JPA, all real property and assets owned by the JPA will stay with the JPA as long as it is in existence and an inventory of assets and

liabilities shall be kept and updated annually. The JPA shall provide the withdrawing Public Agency with an accounting of the JPA's assets and liabilities as of the withdrawal date. The baseline for a withdrawn Public Agency's proportionate share of any assets and liabilities shall be based on the accounting as of the date of withdrawal. The proportionate share of the Public Agency's assets and liabilities shall be determined based on the formula for calculating the Public Agency's contribution pursuant to Section 5. A withdrawing agency shall provide any and all payments owing within 90 days of receiving an accounting from the JPA.

21. NOTICES. Any notices referenced or required hereunder shall be sufficient if delivered by certified mail to:

COUNTY OF SAN DIEGO	Director of the Department of Parks and Recreation 5500 Overland Avenue, Suite 410 San Diego, CA 92123
CITY OF DEL MAR	Office of the City Manager 1050 Camino Del Mar Del Mar, CA 92014
CITY OF ESCONDIDO	Office of the City Manager 201 North Broadway Escondido, CA 92025
CITY OF POWAY	City Manager's Office 13325 Civic Center Drive Poway, CA 92064
CITY OF SAN DIEGO	Director of Public Utilities Department of Public Utilities 202 C. Street, Suite San Diego, CA 92101
CITY OF SOLANA BEACH	Office of the City Manager 635 South Highway 101 Solana Beach, CA 92075

22. MISCELLANEOUS. The paragraph headings herein are for convenience only and are not to be construed as modifying or governing the language in the paragraph referred to. This

Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

23. AMENDMENT. This Agreement can only be modified or amended in writing upon agreement by all participating Public Agencies who have not withdrawn from the JPA under Section 20.

24. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors to the Public Agencies.

25. PARTIAL INVALIDITY. If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

26. FILING OF NOTICE OF AGREEMENT. Within 30 days after the Agreement becomes effective pursuant to paragraph 2 above, the JPA Executive Director shall file with the Secretary of State the Notice of Agreement required by Government Code Section 6503.5.

IN WITNESS WHEREOF, this Agreement is executed by the City of Escondido, the City of Poway, the City of San Diego, the City of Del Mar, the City of Solana Beach, and by the County of San Diego.

Dated this ____ day of _____, 2015

CITY OF SAN DIEGO

By: _____
(Title)

CITY OF SOLANA BEACH

By: _____
(Title)

CITY OF DEL MAR

By: _____
(Title)

CITY OF POWAY

By: _____
(Title)

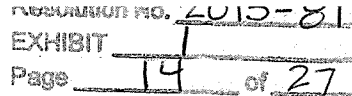
CITY OF ESCONDIDO

By: _____
(Title)

COUNTY OF SAN DIEGO

By: _____
(Title)

EXHIBIT A: MAP OF SAN DIEGUITO RIVER PARK FOCUSED PLANNING AREA



**EXTENSION OF JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
COUNTY OF SAN DIEGO AND THE CITIES OF DEL MAR, ESCONDIDO, POWAY,
SAN DIEGO, AND SOLANA BEACH CREATING THE SAN DIEGUITO RIVER
VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY**

The term of the Joint Exercise of Powers Agreement between the COUNTY OF SAN DIEGO, a political subdivision of the State of California, and the cities of DEL MAR, ESCONDIDO, POWAY, SAN DIEGO, and SOLANA BEACH, municipal corporations, which shall individually or collectively be referred to as "Public Agencies" dated June 12, 1989 ("Agreement") is hereby extended pursuant to Section 2 of the Agreement and the following terms and conditions:

1. This extension shall take effect immediately upon approval and execution by at least two Public Agencies.

2. After the initial twenty-five year term, the Agreement shall continue in full force and effect so long as any two Public Agencies continue as members or for fifty years, whichever occurs first.

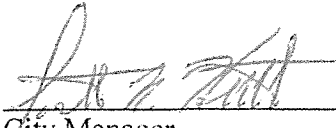
3. Public Agencies that approve and execute this extension shall continue as members of the Authority after the Agreement's initial twenty-five year term expires.

4. Public Agencies that do not approve and execute this extension shall be deemed withdrawn from the Authority after the Agreement's initial twenty-five year term expires, but shall retain the right to renew their membership by executing this extension or pursuant to an alternative agreement approved by all members.

5. This extension may be signed in one or more counterparts.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF DEL MAR

By: 

City Manager

Dated 5/28/14

CITY OF ESCONDIDO

By: 

City Manager

Dated 5/27/14

CITY OF POWAY

By: Jina M. White Dated 5.20.14
City Manager

APPROVED AS TO FORM:

By: [Signature] Dated 28 APRIL 14
City Attorney

ATTEST:

By: Shirley R. Colvin Dated 5-21-14
City Clerk

CITY OF SAN DIEGO

By: _____ Dated _____
Mayor

CITY OF SOLANA BEACH

By: _____ Dated _____
City Manager

COUNTY OF SAN DIEGO

By: _____ Dated _____
Clerk of the Board of Supervisors

CITY OF POWAY

By: _____
City Manager

Dated _____

CITY OF SAN DIEGO

By: _____
Mayor

Dated _____

CITY OF SOLANA BEACH

By: _____
City Manager

Dated 6/11/14

COUNTY OF SAN DIEGO

By: _____
Clerk of the Board of Supervisors

Dated _____

Attachment A

CITY OF POWAY

By: _____
City Manager

Dated _____

CITY OF SAN DIEGO

By: _____
Mayor

Dated _____

CITY OF SOLANA BEACH

By: _____
City Manager

Dated _____

COUNTY OF SAN DIEGO

By: Thomas J. Py-
Clerk of the Board of Supervisors

Dated 5.14.14

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY [Signature] 5/14/14
~~SENIOR DEPUTY~~

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date: <u>5/7/14</u>	Minute Order No: <u>8</u>
By: <u>[Signature]</u>	Date: <u>5/14/14</u>
Deputy Clerk of the Board Supervisors	

48

**SECOND AMENDMENT TO EXTEND CITY OF SAN DIEGO MEMBERSHIP IN THE
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
COUNTY OF SAN DIEGO AND THE CITIES OF DEL MAR, ESCONDIDO, POWAY,
SAN DIEGO, AND SOLANA BEACH CREATING THE SAN DIEGUITO RIVER
VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY**

This Second Amendment is to extend the City of San Diego's membership in the Joint Exercise of Powers Agreement between the COUNTY OF SAN DIEGO, a political subdivision of the State of California, and the cities of DEL MAR, ESCONDIDO, POWAY, SAN DIEGO, and SOLANA BEACH, municipal corporations (which shall individually or collectively be referred to as "Public Agencies"), dated June 12, 1989 ("JPA Agreement"), pursuant to Section 2 of the JPA Agreement and the following terms and conditions:

1. **TERM:** This Second Amendment to extend City of San Diego's membership in the JPA Agreement shall take effect on January 1, 2015 and last through June 30, 2015, unless otherwise extended in writing. If the City does not extend the term of this Second Amendment in writing, its membership in the JPA shall automatically terminate after June 30, 2015. This Second Amendment is for the purpose of continuing with the City's membership in the June 12, 1989 JPA Agreement while the Public Agencies negotiate in good faith toward a new long term JPA Agreement.
2. **MISCELLANEOUS PROVISIONS:**
 - a. This extension may be signed in one or more counterparts.
 - b. All other terms and conditions of the JPA Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF DEL MAR

By: _____ Dated: _____
City Manager

CITY OF ESCONDIDO

By:  Dated: 1/22/15
City Manager

CITY OF POWAY

By: _____ Dated _____
City Manager

CITY OF SAN DIEGO

By: _____ Dated _____
Deputy Chief Operating Officer

By: _____ Dated _____
Director, Purchasing and Contracting

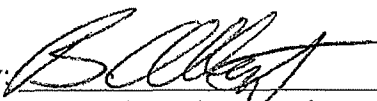
Approved as to form:

_____ Dated _____
Deputy City Attorney
City of San Diego

CITY OF SOLANA BEACH

By: _____ Dated _____
City Manager

COUNTY OF SAN DIEGO

By:  _____ Dated 2-2-15
Director, Parks and Recreation

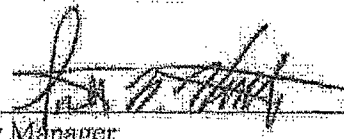
**SECOND AMENDMENT TO EXTEND CITY OF SAN DIEGO MEMBERSHIP IN THE
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
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CITY OF DEL MAR

By: 

City Manager

Dated: 4/20/2015

CITY OF ESCONDIDO

By: _____

City Manager

Dated: _____

**SECOND AMENDMENT TO EXTEND CITY OF SAN DIEGO MEMBERSHIP IN THE
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
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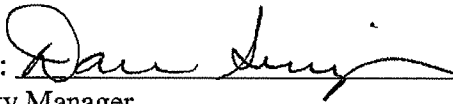
CITY OF DEL MAR

By: _____ Dated _____
City Manager

CITY OF ESCONDIDO

By: _____ Dated _____
City Manager

CITY OF POWAY

By:  Dated 1-22-15
City Manager

CITY OF SAN DIEGO

By: _____ Dated _____
Deputy Chief Operating Officer

By: _____ Dated _____
Director, Purchasing and Contracting

Approved as to form:

_____ Dated _____
Deputy City Attorney
City of San Diego

CITY OF SOLANA BEACH

By: _____ Dated _____
City Manager

COUNTY OF SAN DIEGO

By: _____ Dated _____
Director, Parks and Recreation

**SECOND AMENDMENT TO EXTEND CITY OF SAN DIEGO MEMBERSHIP IN THE
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
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CITY OF DEL MAR

By: _____ Dated: _____
City Manager

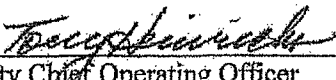
CITY OF ESCONDIDO

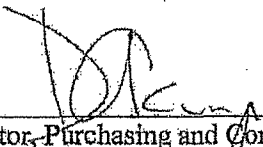
By: _____ Dated: _____
City Manager

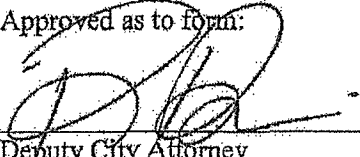
CITY OF POWAY

By: _____ Dated _____
City Manager

CITY OF SAN DIEGO

By:  Dated 2-13-15
Deputy Chief Operating Officer

By:  Dated 2-10-2015
Director, Purchasing and Contracting

Approved as to form:
 Dated 2/17/15
Deputy City Attorney
City of San Diego

CITY OF SOLANA BEACH

By: _____ Dated _____
City Manager

COUNTY OF SAN DIEGO

By: _____ Dated _____
Clerk of the Board of Supervisors

**SECOND AMENDMENT TO EXTEND CITY OF SAN DIEGO MEMBERSHIP IN THE
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CITY OF DEL MAR

By: _____ Dated _____
City Manager

CITY OF ESCONDIDO

By: _____ Dated _____
City Manager

CITY OF POWAY

By: _____ Dated _____
City Manager

CITY OF SAN DIEGO

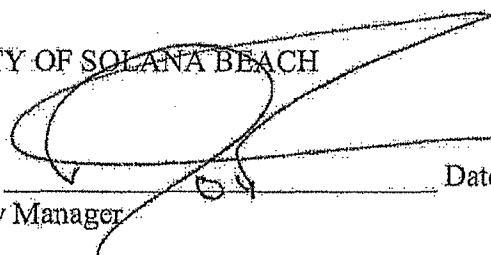
By: _____ Dated _____
Deputy Chief Operating Officer

By: _____ Dated _____
Director, Purchasing and Contracting

Approved as to form:

Dated _____
Deputy City Attorney
City of San Diego

CITY OF SOLANA BEACH

By:  _____ Dated 2-2-15
City Manager

COUNTY OF SAN DIEGO

By: _____ Dated _____
Director, Parks and Recreation

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Amy Shipley, Assistant Director of Community Services
Karen Williams, Older Adult Services Manager

SUBJECT: Senior Nutrition Budget Adjustment

DESCRIPTION OF REQUEST:

It is requested that Council approve a budget adjustment of \$4,397, which is from the One Time Only (OTO) funds given by the County of San Diego for the Senior Nutrition budget.

It is also requested that Council authorize the City Manager and Director of Administrative Services to make the necessary adjustments to the Senior Nutrition budget.

RECOMMENDATION:

Approval

FISCAL ANALYSIS:

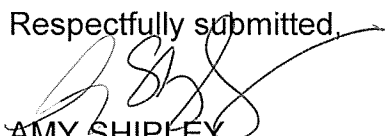
The \$4,397 budget adjustment will not impact the general fund.

BACKGROUND:

The City of Escondido received One Time Only Funds from the County of San Diego in April 2015, when staff was notified that they would receive the money in the amount of \$4,397 to purchase a new commercial grade ice machine for the nutrition program.

The mission of the Senior Nutrition Program is to provide nutritionally balanced meals for low-income seniors. The purchase of the new ice machine will improve the quality of services provided to the Escondido seniors.

Respectfully submitted,


AMY SHIPLEY
Assistant Director of Community Services


KAREN WILLIAMS
Older Adult Services Manager



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: May 20, 2015

Department: Community Services

Division: Older Adult Services

Project/Budget Manager: Karen Williams 4046
Name Extension

Council Date (if applicable): May 20, 2015
(attach copy of staff report)

For Finance Use Only

Log # _____

Fiscal Year _____

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Senior Nutrition Grant	4113-001	\$ 4,397	\$
Other Capital Outlay	5209-001-107	4,397	

**When requesting new capital project numbers;
please select one or more coinciding activity(s):**

- ☐ 89000 – Survey
☐ 89001 – Right-of-Way
☐ 89002 – Design
☐ 89003 – Environmental
☐ 89004 – Drafting (CAD)

- ☐ 89005 – Administration
☐ 89006 – Inspection
☐ 89007 – Material Testing
☐ 89008 – Construction Design
☐ 89009 – Construction
☐ 89010 – Repair & Maintenance

Explanation of Request:

Requesting an increase in Other Capital Outlay in order to purchase a ice machine in the amount of \$4,397. This amount will be reimbursed to the City via the County of San Diego Nutrition Grant, after the item is purchased and copies of receipts are submitted to the County.

APPROVALS

Amy S. [Signature] 5/10/15
Department Head Date
Jodi [Signature] 5/11/15
Finance Date

City Manager Date

City Clerk Date

Distribution (after approval):

Original: Finance

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Approve a Consulting Agreement with Colliers International, Inc. for the Exclusive Listing of 901 West Washington Avenue

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2015-77 approving a Consulting Agreement with Colliers International, Inc. for the exclusive listing of 901 West Washington Avenue for sale or ground lease.

FISCAL ANALYSIS:

If Colliers International, Inc. ("Colliers") is responsible for bringing a buyer, Colliers will receive a 3% commission on the sales price. In the event Colliers is responsible for bringing a long term ground lessor, 3% of the current property value will be paid to Colliers as commission.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Economic Development.

PREVIOUS ACTION:

On January 7, 2015, Council directed staff to sell or develop 901 West Washington Avenue to generate capital to be put towards the relocation of the Public Works Yard outside of its current location within the Cross Roads Business Park redevelopment area.

BACKGROUND:

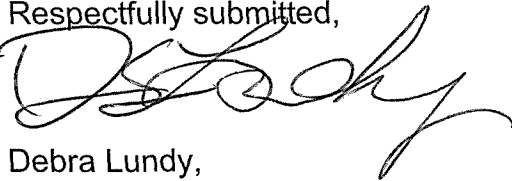
The City owns a 10-acre, M-2 zoned parcel located at 901 West Washington Avenue (APN: 232-090-72), which has historically been used in conjunction with the City's Public Works Yard ("Yard") for outdoor storage and to provide temporary housing of Wastewater Collections staff. As part of the City Council's broader objective of redeveloping the surrounding area as a Business Park, a Needs Assessment, prepared by an outside consultant, was presented to Council early this year, which estimated acquisition and construction costs for a replacement Yard at approximately \$66 million dollars. On that date, January 7, 2015, Council directed staff to prioritize selling or developing the

subject parcel so that proceeds generated could be used toward acquiring land for relocation of the Yard. Toward that end, staff is presently seeking to retain Colliers International, Inc., a professional industrial brokerage firm, to broadly market the City's property to achieve the greatest value for, and best use of, the property.

The proposed Consulting Agreement will serve as an Exclusive Listing to sell or ground lease the subject site. Colliers will only receive commission in the event it is responsible for bringing the buyer or ground lessor. Because of its professional reputation and demonstration of industry and local market knowledge by its brokerage team, Colliers is anticipated to reach a very broad market to achieve the City's goals and objectives for the greatest good of the public.

Subsequent Council action will be requested prior to entering into a deal to sell or ground lease the subject property.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Debra Lundy', written over the typed name.

Debra Lundy,
Real Property Manager

RESOLUTION NO. 2015-77

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
COLLIERS INTERNATIONAL, INC.

(901 W. Washington Avenue)

WHEREAS, the City of Escondido wants to market for sale or development its real property located at 901 West Washington Avenue (APN: 232-090-72) ["Property"]; and

WHEREAS, Colliers International, Inc. has the qualifications to serve as the City's exclusive listing broker to market the Property for sale or development; and

WHEREAS, this City Council desires at this time, and deems it to be in the best public interest, to retain Colliers International, Inc. to perform such services for the City of Escondido as specified in the Consulting Agreement ("Agreement").

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 Clerk are hereby authorized to execute, on behalf of the City, an Agreement with Colliers International, Inc. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this 6 day of May, 2015.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Debra Lundy
760-839-4034
("CITY")

And: COLLIERS INTERNATIONAL CA, Inc.
5901 Priestly Drive, Suite 100
Carlsbad, CA 92008
Attn: Tucker Hohenstein, Snr. Vice President
760-930-7966
("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 for a 6-month exclusive listing for the sale or long term ground lease of CITY's 10.32 acre property located at 901 West Washington Avenue (APN:232-090-72); 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. During the term of this exclusive listing Agreement, the CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A. 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. Term Extension and Termination. The 6-month exclusive listing term commences on the first working date immediately following the final signature on this Agreement. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice. The parties may extend the term of this agreement by mutual agreement.
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.
- c. 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

COLLIERS INTERNATIONAL, INC.

By: [Signature]
(Signature)

Date: May 6, 2015

HENRY HOTTENSTEIN
(Please Print Name/Title)

(The above signature must be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

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

CALIFORNIA JURAT
(CALIFORNIA GOVERNMENT CODE § 8202)

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

STATE OF CALIFORNIA)
COUNTY OF San Diego)

Subscribed and sworn to (or affirmed) before me on this 16th day of May, 2015,
by Henry Hohenstein _____, proved to me on the basis of
(Name of Signer(s))
satisfactory evidence to be the person(s) who appeared before me.

Carrie Christy
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: City of Escondido Consulting Agreement Document Date: none
Number of Pages: 8 Signer(s) Other Than Named Above: _____
Additional Information: _____

ATTACHMENT 'A'

Scope of Work & Fee Schedule

SCOPE OF WORK:

A 6-month Exclusive Listing with Colliers International for the Sale or Long Term Ground Lease of CITY's 10.32 Acre property: 901 West Washington Ave. "Exclusive Listing" means that CONSULTANT shall receive commission only if CONSULTANT brings the buyer or ground lessee. CONSULTANT shall provide professional services as follows:

Pre Marketing

1. Obtain a current Title Report.
2. Compile Due Diligence items including Phase One (or Phase Two) Environmental Reports, Soils Reports, Surveys, Traffic Studies.
3. Confirm allowed M-2 uses with the planning department and uses requiring Conditional Use Permits.
4. Provide a Brokers Opinion of Value and recommended sale and lease pricing using current market information.
5. Develop SIC code target user list appropriate for the site and zoning determined by size, business, employee count and zip code.
6. Create the project marketing materials.
7. Design a sign program for the property.
8. Assemble information to be used for the internet marketing (CoStar, LoopNet and Xceligent) and project website.
9. Develop cost estimates on converting existing parcel in "as is" condition to finished condition.
10. Interview architectural and design firms for input on examples of highest and best use for the parcel.
11. Create "secure site" for uploading and storing all Due Diligence Information to be accessed by qualified prospects after signing a NDA.

Marketing Process

1. Install approved signs in visible and strategic locations.
2. Release marketing announcement regarding the opportunity to the Brokerage, User and Development communities with a combination of e-mails and mailed hard copy brochures.
3. Place the property information and marketing materials on the CoStar, LoopNet and Xceligent websites.
4. Conduct property tours.
5. Provide written marketing reports to City personnel on a monthly basis summarizing marketing activities and prospects.
6. Provide conceptual site plans and renderings to prospects to support vision and opportunity of site.
7. Continue e-mailings and hard mailings to the brokerage community, users and developers on a monthly basis.
8. Cold call target list of users and developers throughout Southern California region.
9. Send marketing material to all Southern California EDC organizations and decision makers.
10. Send marketing material to industry trade organizations, business associations, architects, attorney's, CPA's and professionals in the commercial real estate and development industry located in the San Diego region.

Negotiations

1. Solicit offers using a "competitive bid process" system with client approved timelines and a specific "call for offers" date.

2. Review each offer with the City to determine the suitability of the intended use with regard to employment, tax benefit and overall price objectives.
3. Draft responses tailored to market conditions and the City's desired outcome.
4. Set date for a "best and final" offer for preferred purchasers.
5. Chose the most qualified offer that meets city's goals and objectives.
6. Coordinate PSA with city staff (including legal).

Escrow and Closing

1. Open escrow.
2. Provide Due Diligence items (through website).
3. Monitor time periods for Due Diligence including Title Report, Phase One, Soils Report, Traffic Report, Finance Contingencies.
4. Close Escrow.
5. PR announcement and follow-up, with city and Buyer/Lessee.

Fee Schedule (Sale/Ground Lease Commission):

Note: Commission on a long term ground lease will be based on the current value of the property.

Under \$1 million	5.5%
\$1-3 million	5%
\$3-5 million	4%
\$5-7 million	3.5%
\$7-10 million	3%
Over \$10 mil	2.75%

Resolution No. 2015-77
 EXHIBIT 1
 Page 8 of 9

Commissions will be paid at close of escrow or, in the event of a ground lease at lease signing.



ATTACHMENT 'B'
Personnel

Resolution No. R2015-77
EXHIBIT 1
Page 9 of 9

The following personnel will be assigned to complete the work described in Attachment "A."

<u>Name</u>	<u>Role</u>
Tucker Hohenstein	Listing Agent - Sales
Jay Arnett	Listing Agent - Sales
Kathy Moore	Marketing Specialist
Chris Reutz	Research Director
Christina Cutts	Graphic Designer



CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Dan Higbee, Construction Project Manager

SUBJECT: Notice of Completion for Tract 888 – Campbell Court

RECOMMENDATION:

It is requested that Council approve and accept the public improvements and authorize staff to file a Notice of Completion for Tract 888 Campbell Court.

FISCAL ANALYSIS:

No direct fiscal impact.

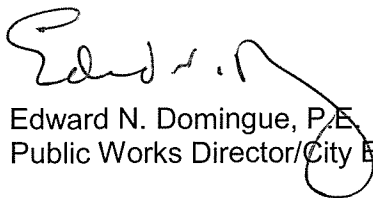
PREVIOUS ACTION:

The final map was recorded on April 16, 2015.

BACKGROUND:

Tract 888 - Campbell Court is a seven home subdivision. The project included the installation of new sidewalk, curb and gutter, pedestrian ramps, water and sewer lines, (1) one new street light, and a bio-retention basin within the public right of way.

Respectfully submitted,

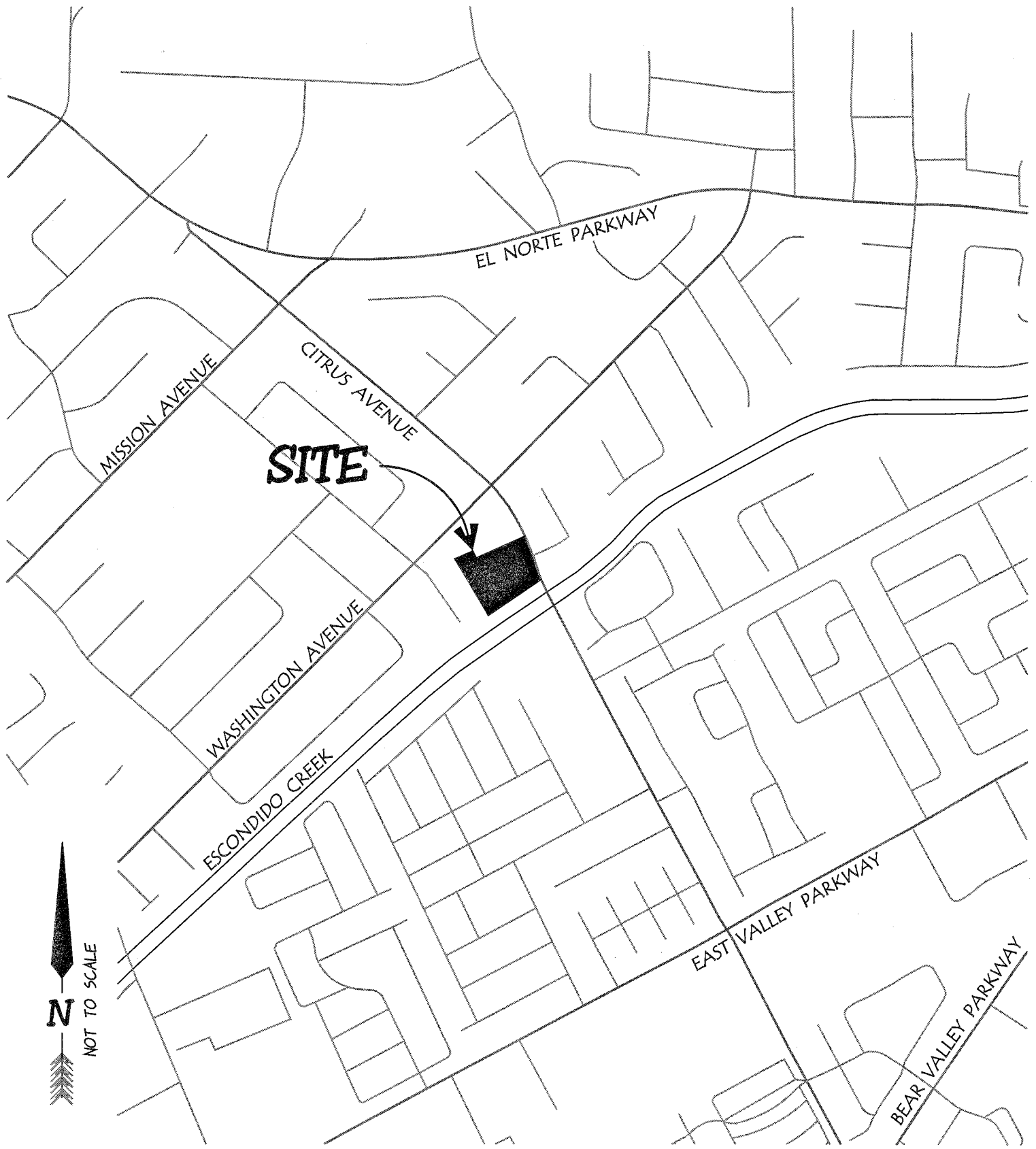


Edward N. Domingue, P.E.
Public Works Director/City Engineer



Dan Higbee
Construction Project Manager

ESCONDIDO TRACT 888 - Campbell Court



NOTICE OF COMPLETION
CITY COUNCIL MEETING 05-20-2015



CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 10

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Joseph Goulart, Fleet Maintenance Superintendent

SUBJECT: Purchase one TYMCO 500X Regenerative Air Street Sweeper from TYMCO, Inc. of Waco, Texas

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2015-76, authorizing the Fleet Services Division to purchase one TYMCO 500X Regenerative Air Street Sweeper in the amount of \$275,238 through a Cooperative Purchase Contract with the Houston-Galveston Area Council (HGAC)

FISCAL ANALYSIS:

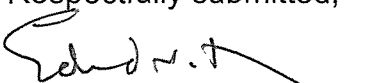
Sufficient funds are available in the Fleet Services Vehicle Replacement account.

BACKGROUND:

An existing 2006 Elgin Broom Bear Mechanical Street Sweeper is being replaced due to exceeding its standard service life expectancy of seven years and its current mechanical condition. City staff evaluated sweeping operations and concluded that a Regenerative Air Sweeper would complement City sweeping operations relating to Stormwater compliance. Staff evaluated three Regenerative Air Sweepers, the Elgin Crosswind, Global/Faun Via-jet 6, and the TYMCO 500X. One key feature of the TYMCO 500X is the ability to side dump into a roll-off dumpster or dump truck. All of the other sweepers demonstrated do not have this ability. The TYMCO 500X was highly recommended by the City of San Diego and the City sweeping contractor Cannon Pacific.

Upon approval from the Council, this Street Sweeper will be purchased from TYMCO Inc. of Waco, Texas, through a Cooperative Purchasing Contract with HGAC, Contract #SW04-14, in the amount of \$275,238, which includes sales tax and all other fees. Article 5 Chapter 10 of the City of Escondido's Municipal Code authorizes the purchase of supplies and equipment utilizing cooperative purchase programs.

Respectfully submitted,



Edward N. Domingue, P.E.
Public Works Director/City Engineer



Joseph Goulart
Fleet Maintenance Superintendent

RESOLUTION NO. 2015-76

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE PURCHASE OF ONE
TYMCO 500X REGENERATIVE AIR STREET
SWEEPER FROM TYMCO INC. BY
UTILIZING A COOPERATIVE PURCHASE
CONTRACT WITH HOUSTON-GALVESTON
AREA COUNCIL

WHEREAS, the Fleet Services Division is replacing one (1) existing 2006 Elgin Broom Bear Mechanical Street Sweeper due to exceeding the standard life expectancy of seven (7) years and its current mechanical condition; and

WHEREAS, staff evaluated sweeping operations and concluded that a Regenerative Air Sweeper would complement daily sweeping operations relating to Stormwater compliance; and

WHEREAS, staff evaluated three (3) Regenerative Air Sweepers from three (3) manufacturers and the Deputy Director of Public Works/Operations recommends the TYMCO 500X Street Sweeper; and

WHEREAS, TYMCO Inc. of Waco, Texas is the manufacturer of the TYMCO 500X Regenerative Air Street Sweeper; and

WHEREAS, the Houston-Galveston Area Council ("HGAC") conducted a competitive bid process for street sweeping equipment and TYMCO Inc. was deemed to be the lowest responsive bidder; and

WHEREAS, the City is utilizing cooperative purchasing with HGAC, and as per the Escondido Municipal Code Chapter 10 Article 5 Section 10-90, the City may utilize

a cooperative purchase contract, which has been conducted in a competitive manner by the State, County or any other Public or Municipal Agency; and

WHEREAS, sufficient funds are located in the Fleet Services Vehicle Replacement Fund, Account No. 5208-653-715; and

WHEREAS, staff recommends purchasing one (1) TYMCO 500X Street Sweeper from TYMCO Inc. in the amount of \$275,238, which includes sales tax and all other fees; and

WHEREAS, the City Council desires at this time and deems it to be the best public interest to authorize the purchase from TYMCO Inc.

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 is authorized to approve on behalf of the City, the Cooperative Purchase through the Houston-Galveston Area Council, as allowed per Escondido Municipal Code Chapter 10 Article 5 Section 10-90.
3. That the City Council authorizes Fleet Services Division to purchase one (1) TYMCO 500X Regenerative Air Street Sweeper from TYMCO Inc. in the amount of \$275,238, which includes sales tax and all other fees.
4. A copy of the evaluation memo is attached as Exhibit "A" and is incorporated by this reference.

Resolution No. 2015-76
EXHIBIT "A"
Page 1 of 1

DATE: May 5, 2015

TO: Joseph Goulart, Fleet Maintenance Superintendent

FROM: Bud Oliveira, Deputy Director Public Works, Operations

SUBJECT: Street Sweeper Replacement Purchase

Thank you for scheduling the street sweeper demonstrations to assist with the selection of the replacement street sweeper. The process was very informative and certainly was improved by having the equipment onsite to review the capabilities and provide staff time to operate the equipment. As a result of the demonstrations and having the opportunity to obtain feedback from the sweeper operators, the most appropriate unit for our needs would be the TYMCO Model 500X. As we have discussed, the purchase cost, the cost of operation, minimal repair history, and the level of sweeping performance all meet our needs.

CC:

Edward Domingue, Director of Public Works

Dan Young, Public Works Superintendent, Operations

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: //

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Edward N Domingue, Public Works Director/City Engineer
Karen Youel, Management Analyst

SUBJECT: Active Transportation Program Grant Applications

RECOMMENDATION:

It is requested that Council authorize the Public Works Director or his designee to: (1) complete two applications to CalTrans for Active Transportation Program (ATP) Grant funds for a Safe Routes to School Project and improvements along the Escondido Creek Trail; and if awarded, (2) to accept the grant funds and complete necessary grant documents.

FISCAL ANALYSIS:

ATP consists of State and Federal funds. Final budgets for the projects are being finalized. Staff is proposing a \$50,000 match from previously allocated funds for the Safe Routes to School project. Full project costs are anticipated to be covered by the grant for the Escondido Creek Trail.

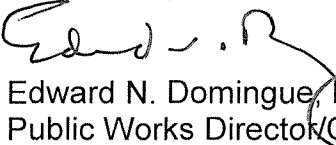
BACKGROUND:

ATP was created by Senate Bill 99 and Assembly Bill 101 to encourage increased use of active modes of transportation, such as biking and walking. ATP goals include: increase biking and walking trips; increase the safety and mobility of non-motorized users; greenhouse gas reduction; enhance public health; and provide a broad spectrum of projects to benefit many types of active transportation.

Staff requests authorization to apply for funding for a Safe Routes to School project. The project will include sidewalks, road widening, bike lanes, and traffic calming improvements at Juniper Elementary. The project will also include the Safe Routes 5E activities (evaluation, education, encouragement, enforcement and engineering) at Juniper, Oak Hill and Orange Glen Elementary Schools.

Staff requests authorization to apply for funding for improvements to the Escondido Creek Trail. Improvements include lighting, fencing, repaving and signage in accordance with the Escondido Creek Master Plan.

Respectfully submitted,


Edward N. Domingue, P.E.
Public Works Director/City Engineer


Karen Youel
Management Analyst

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12
Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Edward N Domingue, Public Works Director/City Engineer
Karen Youel, Management Analyst

SUBJECT: TIGER Discretionary Grant Application

RECOMMENDATION:

It is requested that Council authorize the Public Works Director to complete an application to the US Department of Transportation ("DOT") for a Transportation Investment Generating Economic Recovery ("TIGER Discretionary Grants" or "TIGER") program for the construction of the Citracado Parkway Extension Project, and, if awarded, to accept the grant funds and complete necessary grant documents.

FISCAL ANALYSIS:

The Citracado Parkway Extension Project is anticipated to costs approximately \$31,000,000; staff will request \$12,500,000 for construction in order to complete funding for the project. TIGER grants require a minimum 20% match for urban projects. The City has previously received sufficient funds from Palomar Health and TransNet to match this grant.

BACKGROUND:

The federal Consolidated and Further Continuing Appropriations Act, 2015 appropriated \$500 million to be awarded by DOT for TIGER Discretionary Grants. Like previous rounds, the FY 2015 TIGER Discretionary Grants are for capital investments and planning for surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area, or a region. The program encourages transportation projects that better connect communities to centers of employment, education, and services and that hold promise to stimulate long-term job growth.

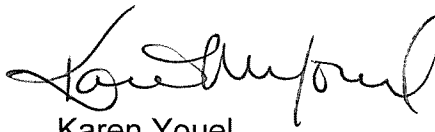
The City will apply for funds to complete the Citracado Parkway Extension Project. Funds will be used to complete construction of the missing section of Citracado Parkway from Andreason to Avenida Del Diablo. Citracado Parkway is currently planned as a Major Road from Interstate 15 to State Highway 78. The ultimate project will construct an extension of Citracado Parkway providing four through lanes and separated left turn lanes. Planned improvements include pavement, curb, gutter, sidewalk, a Class 2 bike lane, and street lights. Major intersections will be signalized and a bridge structure will be constructed over Escondido Creek between Harmony Grove Road and Avenida Del Diablo and will provide a major southern access to a planned industrial park and a new regional hospital.

TIGER Discretionary Grant Application
May 20, 2015
Page 2

The Citracado Parkway Extension Project has received environmental clearance required by CEQA (the final environmental impact report was completed April 2012). NEPA studies will be required by the funding source, if selected, NEPA must be completed by June 2017. Funds have previously been encumbered for a design contract and value engineering. With TIGER funding, construction is anticipated to commence in 2018 and be completed in 2020.

Respectfully submitted,


Ed Domingue
Public Works Director/City Engineer


Karen Youel
Management Analyst

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Edward N Domingue, Public Works Director/City Engineer
Matt Souttere, Associate Engineer

SUBJECT: Change Order Authorization for the FY 2014-2015 Street Rehabilitation Project

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2015-82, authorizing the City Manager to execute a change order to the Public Improvement Agreement (Agreement) with George Weir Asphalt Construction, Inc., in the amount of \$76,000 for additional work for the FY 2014-2015 Street Rehabilitation Project.

FISCAL ANALYSIS:

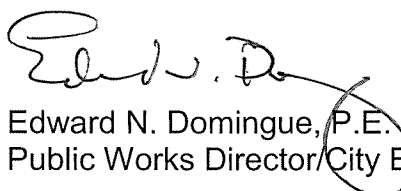
Funding is available within the project capital account.

BACKGROUND:

On January 7, 2015, City Council authorized the Mayor and City Clerk to execute an Agreement with George Weir Asphalt Construction, Inc. in the amount of \$3,078,289 for the FY 2014-2015 Street Rehabilitation Project (Project). Previously, change orders have been processed to add concrete cross gutter replacement and paving at Thirteenth Avenue and Redwood Street, rebuild roadway sections along Mission Avenue to address drainage concerns, and replace inoperable video detection cameras. Staff requests an additional change order authorization in the amount of \$76,000 to add work to the Agreement that exceeds the original Project contingency.

Work to be added to the Project includes relocation of the Grand Avenue crosswalk, funded through the Transportation and Community Safety Commission CIP project. In addition, bike lanes, sharrow markings, signs and crosswalks are proposed to be added on recently re-paved portions of Fifth, Ninth and Mission Avenues, in accordance with the Bike Master Plan.

Respectfully submitted,


Edward N. Domingue, P.E.
Public Works Director/City Engineer


Matt Souttere
Associate Engineer

RESOLUTION NO. 2015-82

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO
EXECUTE, ON BEHALF OF THE CITY, A
CHANGE ORDER FOR THE FY 2014-2015
STREET REHABILITATION PROJECT**

WHEREAS, the City Council has allocated funding for the FY 2014-2015 Street Rehabilitation Project ("Project"); and

WHEREAS, on January 7, 2015, City Council awarded the FY 2014-2015 Street Rehabilitation Project in the amount \$3,078,289 to George Weir Asphalt Construction, Inc.; and

WHEREAS, a change order in the amount up to \$76,000 to the contract with George Weir Asphalt Construction, Inc. for the FY 2014-2015 Street Rehabilitation Project is recommended to complete ADA and striping improvements associated with relocating pedestrian crosswalks on Grand Avenue. In addition, bike lanes, sharrow markings and signs on Fifth, Ninth, and Mission Avenues, as well as installation of new crosswalks on Fifth Avenue at Centre City Parkway and Ninth Avenue at Centre City Parkway; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said change order with George Weir Asphalt Construction Inc.;

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 accepts the recommendation of the Public Works Director/City Engineer to approve the change order for the FY 2014-2015 Street Rehabilitation Project.

3. That the City Manager is authorized to execute, on behalf of the City, a change order in the amount up to \$76,000 to the FY 2014-2015 Street Rehabilitation Contract with George Weir Asphalt Construction, Inc., to fund the above mentioned Project improvements.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 14

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Public Works/City Engineer
Ali Shahzad, Associate Engineer

SUBJECT: All-Way Stop Control (AWSC) Request for the Intersection of Thirteenth Avenue and Broadway

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2015-48, amending the schedule of stop signs to add "All-Way Stop Control" at the intersection of Thirteenth Avenue and Broadway.

FISCAL ANALYSIS:

Funds are available to install the traffic controls.

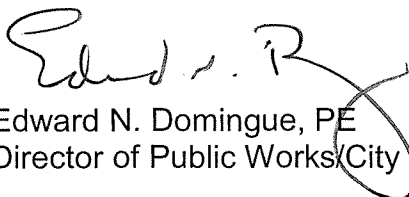
PREVIOUS ACTION:

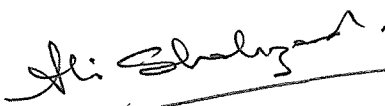
The Transportation and Community Safety Commission considered this item at their April 9, 2015, meeting and voted to support the request.

BACKGROUND:

Broadway is currently stop-controlled northbound and southbound at the intersection of Thirteenth Avenue. Staff analyzed sight distance, street classifications, and also the geometric design of the intersection. Studies have shown that an "All-Way Stop Control" (AWSC) is warranted at the intersection of Thirteenth Avenue and Broadway due to the limited sight distance and geometry west of the intersection for northbound and southbound vehicles. Two (2) new stop signs are recommended to be installed on Thirteenth Avenue at the intersection with Broadway to provide for "All-Way Stop Control" (AWSC) at this intersection. The Transportation and Community Safety Commission voted to recommend installation of these stop signs at their meeting on April 9, 2015, and directed staff to forward the recommendation to Council for final approval.

Respectfully submitted,


Edward N. Domingue, PE
Director of Public Works/City Engineer


Ali Shahzad, PE
Associate Engineer

RESOLUTION NO. 2015-48

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
TO AMEND THE TRAFFIC SCHEDULE FOR
STOP INTERSECTIONS

WHEREAS, Escondido Municipal Code Section 28-5 provides that the City Council establish a traffic schedule for stop intersections; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to amend said traffic schedule;

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 Traffic Schedule for Stop Intersections be amended to reflect the addition of two (2) new stop signs on Thirteenth Avenue at the intersection of Broadway.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 15

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Michelle Geller, Management Analyst II

SUBJECT: Participation in YGRENE Property Assessed Clean Energy (PACE) Program

RECOMMENDATION:

It is recommended that City Council adopt Resolution No. 2015-54 consenting to inclusion of properties within the City's Incorporated Area in the California Home Finance Authority (CHF) Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approving associate membership in CHF; and adopt Resolution No. 2015-55 consenting to inclusion of properties within the City's Incorporated Area in the CHF PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in CHF.

FISCAL ANALYSIS:

There are no fiscal impacts associated with the recommended actions. There is no cost to the City to become an associate member of the Authority Joint Powers Agreement ("Authority JPA") or by opting into the PACE programs described in this report. The City will have no administrative responsibilities, marketing obligations, or financial obligations associated with the PACE program.

PREVIOUS ACTION:

None

BACKGROUND:

The City Council has previously approved participation in three other PACE programs. In March 2010 the Council voted to join the California FIRST PACE Program, authorized through the California Communities Development Authority. In April 2014 the City Council approved participation in the Figtree and California HERO PACE programs. Adding the CHF PACE programs, to be administered by Ygrene, provides more options for City property owners. It will not add to or require any additional responsibilities for the City.

YGRENE Property Assessed Clean Energy (PACE) Programs

May 20, 2015

Page 2

California Home Finance Authority (CHF), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Powers Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA").

CHF has established two Property Assessed Clean Energy ("PACE") financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHF's PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall local economy, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners.

CHF contracts with Ygrene Energy Fund CA LLC (Ygrene) to serve as the program administrator and to operate the Ygrene Works for California PACE financing program.

PACE Financing Programs

CHF has established two PACE programs under the legislative authority of two separate California PACE laws:

SB 555 PACE Community Facilities District: Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) ("Mello-Roos Act"), to allow for the creation of Community Facilities Districts ("CFDs") for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

Individual properties can be annexed into the district and be subject to the special tax that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the CFD; and (ii) each participating owner provides its unanimous written approval for annexation of its property into the PACE CFD.

AB 811 PACE Contractual Assessment Program: By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

As with the SB 555 CFD, properties can be annexed into the AB 811 PACE program and be subject to the property tax assessment that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

JPA Associate Membership

To participate in the PACE programs, the City must become an Associate Member of CHF. Associate membership requires no dues or other costs to the City, but permits participation in all CHF programs including the PACE program. The attached resolutions approve joining the JPA as an Associate Member. Pursuant to the JPA Agreement and CHF Board Resolution 15-01, the Executive Director has the authority to approve the addition of new Associate Members to the JPA.

Program Authorization Being Sought

CHF is in the process of seeking validation judgments for both the SB 555 and the AB 811 programs from the Superior Court for the County of Sacramento. However, CHF intends to only implement ONE of the above PACE programs. Once the court enters the validation judgments, CHF will select the PACE program it believes will provide property owners with the greatest flexibility. The other PACE program will not be implemented unless changes in the PACE laws warrant changing or adding that option.

In support of CHF's approach, the Council is being asked to pass two resolutions that would approve the following actions:

Resolution No. 2015-54 authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF SB 555 Community Facilities District.

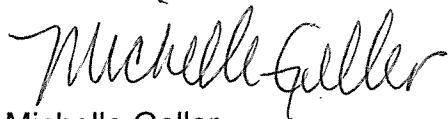
Resolution No. 2015-55 authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF AB 811 Authority PACE Program.

Each resolution also authorizes CHF (1) to accept applications from property owners within the City's incorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.

Summary of PACE Program Benefits

- Supports development of renewable energy sources, installation of energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment.
- Only property owners who voluntarily choose to participate in the program will be subject either to assessments or special taxes, depending on which program CHF decides to implement.
- Program financing provides for an affordable method for many property owners to reduce their energy costs and improve their properties.
- Because program financing can be readily transferred upon sale, even owners who are planning to sell have the ability to make responsible and beneficial improvements to their property.
- While early payment premiums apply in some circumstances, property owners can choose to pay off the program financing at any time.
- The City incurs no financial obligations as a result of program participation.
- Once the Council passes the resolutions, the City will incur no costs, and no staff time is required for administration or funding of the PACE program.

Respectfully submitted,

A handwritten signature in black ink that reads "Michelle Geller". The signature is written in a cursive, flowing style.

Michelle Geller
Management Analyst II

RESOLUTION NO. 2015-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS, AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE; AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1 (Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy, and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Escondido ("City") is committed to development of

renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District; and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto and is incorporated by this reference, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in

the case of delinquencies in the payment of any special taxes in connection with the District.

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 finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.
3. That this City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
4. That the consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.
5. That this City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

6. That City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

7. That this Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this Resolution to the Secretary of the Authority.

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

RESOLUTION NO. 2015-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS, AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE; AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, the Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Escondido (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, the Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto and is incorporated by this reference, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

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 this City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.
3. That this City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
4. That the consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

5. That this City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

6. That City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

7. That this Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. 2015-80

File No. _____

Ord No. _____

Agenda Item No.: 16

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: A First Amendment to the Consulting Agreement with Recon and Associates, Inc. for Traffic Analysis Services for the Centerpointe 78 Project Environmental Impact Report (EIR) Case No: ENV 13-0009.

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2015-80 authorizing the Mayor and City Clerk to execute a first amendment to the consulting agreement with Recon and Associates, Inc. in the amount of \$12,900.00 to complete the required traffic analysis for the Centerpointe 78 Project EIR.

FISCAL ANALYSIS:

No impact to City resources; the additional funds required for the contract amendment will be paid by the applicant who has agreed to the cost and scope of services.

PREVIOUS ACTION:

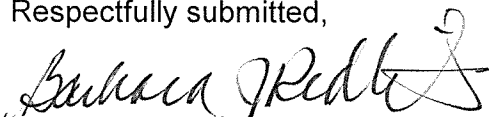
The City Council approved a consulting agreement with Recon and Associates in the amount of \$143,575.00 for preparation of the EIR required for this project on March 26, 2014.

BACKGROUND:

The development involves a 43,500 sq. ft. retail grocery store and 3,200 sq. ft. restaurant with drive-through facilities on 3.7 acres at the northwestern corner of Highway 78 and Broadway; addressed as 925 N. Broadway. The existing intersections and street segments in the area operate at a poor level of service. The proposed grocery store and drive-through restaurant are anticipated to generate more than 8,500 average daily vehicle trips (ADT) that will generate significant unmitigable traffic impacts necessitating overriding findings, which can only be approved through the preparation of an EIR.

The EIR consultant has completed several technical studies necessary for preparing various sections of the document, including portions of the traffic analysis. Preparation of the draft EIR was delayed at the applicant's request to allow them opportunity to explore alternative mitigation measures for consideration. The contract amendment is needed to conduct additional traffic analysis of mitigation measures not included in the original scope of work. Exhibit A of the resolution contains the scope of services.

Respectfully submitted,



Barbara J. Redlitz, AICP
Director of Community Development



Jay Petrek, AICP
Assistant Planning Director

RESOLUTION NO. 2015-80

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
FIRST AMENDMENT TO THE CONSULTING
AGREEMENT WITH RECON ENVIRONMENTAL
INC, FOR TRAFFIC MITIGATION ANALYSIS
FOR THE CENTERPOINTE 78 COMMERCIAL
PROJECT ENVIRONMENTAL IMPACT REPORT

Case: ENV 13-0009

WHEREAS, on March 26, 2014, City Council approved a Consulting Agreement with Recon Environmental Inc. for the preparation of an Environmental Impact Report ("EIR") for the Centerpointe 78 Commercial project ("Project") at 925 N. Broadway in the amount of \$143,575.00; and

WHEREAS, the Director of Community Development recommends the approval of a First Amendment to the Consulting Agreement for additional traffic mitigation analysis for the Project in the amount of \$12,900.00; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the First Amendment to the Consulting Agreement to complete the EIR.

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 accepts the recommendation of the Director of Community Development

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a First Amendment to the Consulting Agreement ("First Amendment") with Recon Environmental, Inc. for additional traffic mitigation analysis for the Centerpointe 78 Commercial Project. A copy of the First Amendment is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
FIRST 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: RECON Environmental Inc.
1927 Fifth Avenue
San Diego, CA 92101
Attn: Ms. Donna Steel
619-308-9333
("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on March 26, 2014 ("Agreement"), wherein CITY retained CONSULTANT to provide services to prepare an Environmental Impact Report for the Centerpointe 78 Commercial Center project ; 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 \$12,900.00 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: _____

[Use Same Signature as Original Agreement]

Date: _____

CONSULTANT NAME HERE

[Same Person from the Company Here]
[Their Current Title]

(The above signature should be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

ATTACHMENT "A"

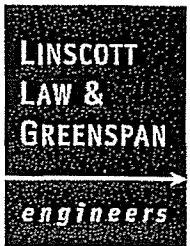
To: Bobbi Herdes / Dawna De Mars

Date: May 11, 2015

From: John Boarman, P.E.
LLG, Engineers

LLG Ref: P15128

Subject: Centerpointe 78, Traffic Amendment



Engineers & Planners
Traffic
Transportation
Parking

Based on several discussions with Recon and the City of Escondido staff, the following scope of work has been prepared to provide continuing traffic consultation.

A. Review RK Engineering Products (\$2,000)

1. Review the 8-28-14 Traffic Study.
2. Review the 8.28.14 Response to Comments Letter
3. Review the Broadway Conceptual Plan.
4. Review the El Norte Parkway Supplemental Analysis.
5. Review the 3-16-15 Mitigation Letter.
6. Review the Centerpointe 78 Mitigation email attachment.

B. Mitigation Measures (\$3,500)

1. Review the list of significant impacts and the proposed mitigation measures.
2. Assess the appropriateness of the mitigation. Conduct a field visit.
3. Determine if additional mitigation is workable and/or would better mitigate the proposed impacts.

C. Conduct Post-Mitigation Analysis (\$3,700)

1. Conduct post mitigation analysis for the intersection of Lincoln Ave and N. Broadway and the intersection of SR 78 and N. Broadway working together.
2. Conduct post mitigation analysis of Escondido Blvd and El Norte Parkway closure, working together with improvement on CCP and El Norte Parkway intersection.
3. Conduct post-mitigation analysis at all significantly impacted locations.
4. Submit the results to City staff.

D. Prepare Significant Impact/Mitigation Letter Report (\$3,700)

1. LLG will prepare a stand alone significant impact / mitigation measures Letter Report outlining the results of our assessment.

LinScott, Law &
Greenspan, Engineers
4542 Ruffner Street
Suite 100
San Diego, CA 92111
858.300.8800 T
858.300.8810 F
www.llgengineers.com

Pasadena
Irvine
San Diego
Woodland Hills

The fee for these tasks is \$12,900.

Please call with any questions.

cc: File

ORDINANCE NO. 2015-09

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING ESCONDIDO MUNICIPAL CODE
CHAPTER 22, ARTICLES 1 AND 2 –
WASTEWATERS, STORM WATERS, AND
RELATED MATTERS**

WHEREAS, the City of Escondido is a Copermitee subject to Regional Water Quality Control Board ("RWQCB") Order No. R9-2013-0001, National Pollutant Discharge Elimination System ("NPDES") Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems ("MS4s") Draining the Watersheds within the San Diego Region ("MS4 Permit"); and

WHEREAS, the MS4 Permit requires updates to the discharge prohibitions and other requirements established in Chapter 22 of the Escondido Municipal Code; and

WHEREAS, the City Council of the City Escondido desires to amend Chapter 22 of the Escondido Municipal Code to provide protection for the public health, safety, and welfare by amending Articles 1 and 2 related to wastewaters, stormwaters and related matters.

Now, therefore, the City Council of the City of Escondido, California, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. That Escondido Municipal Code Chapter 22, Article 1, Section 22-1 is hereby amended and replaced to read as follows:

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

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 18

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: Wohlford Dam Design First Amendment

RECOMMENDATION:

The Utilities Department requests that the City Council adopt Resolution No. 2015-58 authorizing the Mayor and City Clerk to execute a First Amendment to the Public Service Agreement with Black & Veatch Corporation for the Lake Wohlford Dam Replacement Design in the amount of \$724,641.

FISCAL ANALYSIS:

The Lake Wohlford Dam Project Capital Improvement Fund (CIP 704912) has sufficient funds budgeted to cover this expenditure.

PREVIOUS ACTION:

On August 1, 2012, the City Council authorized a contract with Black & Veatch Corporation for the Lake Wohlford Dam Replacement Design in the amount of \$3,496,740. On October 17, 2012, the Council authorized a contract with RBF Consulting, Inc. for Lake Wohlford Dam Replacement Construction Management in the amount of \$2,458,516.

BACKGROUND:

The design process for a replacement Wohlford Dam began in 2012. The 60% design level and design review have been completed; the 90% design level is expected to be submitted for review in June 2015.

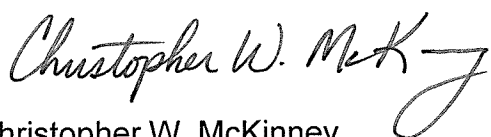
As the design progressed with comments received from regulatory agencies and the Design Board of Consultants, additional design elements have been added that were not included in the original scope. Most of these additional design elements are required to effectively respond to comments from the California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC). Their approvals are required for authorization to construct the replacement dam and restore the reservoir to its original capacity.

The additional design elements, which are detailed in Attachment A to Resolution No. 2015-58, include:

1. Several 2-dimensional and 3-dimensional analysis models;
2. Additional geotechnical borings and trenches;
3. Mapping of the Oakvale Road slope cut by a geologist;
4. Preparation of a Quality Control Inspection program;
5. Preparation of a Temporary Construction Emergency Action Plan;
6. Plans for additional groundwater monitoring.

The amendment also includes a credit to the City of \$36,000 for structural analysis and geotechnical work associated with design of a tower bridge. During the design process, this work was deleted from the scope.

Respectfully submitted,

A handwritten signature in black ink that reads "Christopher W. McKinney". The signature is written in a cursive, flowing style with a large, stylized "M" and "K".

Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2015-58

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 FIRST AMENDMENT TO THE
PUBLIC SERVICE 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, additional design efforts are required to complete the design that were not within the original scope most of which have been required by state and federal regulators; and

WHEREAS, the Director of Utilities recommends the First Amendment to the Public Service Agreement ("First 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 First 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 City Council accepts the recommendation of the Director of Utilities to approve the First Amendment to the Public Service Agreement with Black & Veatch Corporation.

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 First Amendment is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
FIRST AMENDMENT TO PUBLIC SERVICE AGREEMENT

This "Amendment" is made this _____ day of _____, 2015.

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, CQA 92069
 Kevin Davis
 760-621-8419
 ("CONTRACTOR")

Witness that whereas:

- A. CITY and CONTRACTOR entered into an agreement on August 22, 2012 ("Agreement"), wherein CITY retained CONTRACTOR to provide design drawings and specifications including environmental documentation for the Lake Wohlford Dam Replacement;
- B. CITY and CONTRACTOR 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 CONTRACTOR as follows:

- 1. The CONTRACTOR will furnish the services described in "Attachment A" to this Amendment.
- 2. CITY will compensate the CONTRACTOR in an additional amount not to exceed \$724,641, pursuant to the conditions contained in "Attachment A" to this Amendment.

3. All other terms of the original Agreement between CITY and CONTRACTOR shall remain in full force and effect; in the event of any conflict between any specific provision of the original Agreement and this Amendment, this Amendment shall 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

Date: _____

Black & Veatch Corporation

(Consultant signature)

Title

(The above signature should be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, CITY ATTORNEY

BY: _____

ATTACHMENT "A"

FIRST AMENDMENT SCOPE
City of Escondido
Lake Wohlford Dam Replacement Project

Black & Veatch
PN 177740

Trend Number	Description	Date Initiated	Initiated By	Need for Trend (DA, DE or DR)	Status (A,D,P,W)	Trend Eval.	Engineering Cost Design	Construction Cost	Schedule Impact (Yes/No)	Action Required	Next Action By	Date Action Required	Date Resolved
1	DSOD required an additional boring to be performed as part of the field investigation plan.	12/1/2012	John Bekmanis	DR	A	\$0	\$75,328	\$0	No	D	N/A	N/A	1/3/2013
2	BOC recommendations perform 3D FEA analysis.	5/1/2013	John Bekmanis	DR	A	\$0	\$83,460	\$0	No	D	JTB	08/27/13	10/10/13
3	FERC has requested that a PFMA meeting be held at the 90% design milestone.	5/1/2013	John Bekmanis	DR	P	\$0	\$79,998	\$0	No	D	JTB		
4	DSOD has requested that we perform groundwater monitoring until the project goes to construction. The original scope assumption was for 6 months of monitoring.	6/23/2013	John Bekmanis	DR	A	\$0	\$33,210	\$0	No	D	JTB	08/27/13	10/10/13
5	Per BOC recommendation and Client request provide scope and fee to separate the road re-alignment work as stand along package.	6/23/2013	John Bekmanis	DR	A	\$0	\$122,460	\$0	No	D	JTB	08/27/13	10/21/13
6	DSOD Review Meeting Travel Costs (4 trips)	05/28/2014	John Bekmanis	DR	P	\$0	\$10,560	\$0	No	D	JTB	09/04/14	
7	Perform additional Rock Coring in left abutment.	05/28/2014	John Bekmanis	DR	P	\$0	\$53,580	\$0	No	D	JTB	07/22/14	
8	Perform additional geotechnical trenching	05/28/2014	John Bekmanis	DR	A	\$0	\$10,300	\$0	No	D	JTB	07/22/14	09/04/14
9	BOC/DOSD are requesting additional 3D model analysis at the deflection joints.	7/22/2014	John Bekmanis	DR	A	\$0	\$33,330	\$0	No	D	JTB	07/22/14	07/25/14

Trend Number	Description	Date Initiated	Initiated By	Need for Trend (DA, DE or DR)	Status (A,D,P,W)	Engineering Cost		Construction Cost	Schedule Impact (Yes/No)	Action Required	Next Action By	Date Action Required	Date Resolved
						Trend Eval.	Design						
10	Oakvale Road Field Mapping	07/10/14	John Bekmanis	DR	P	\$0	\$41,870	\$0	No	C	JTB	07/22/14	
11	Perform shallow depth geotechnical borings downstream of existing dam.	07/10/14	John Bekmanis	DR	A	\$0	\$81,750	\$0	No	D	JTB	12/03/14	
12	FERC has requested the development of a Quality Control Inspection Program (QCIP)	03/04/15	John Bekmanis	DR	P	\$0	\$50,000	\$0	No	D	JTB	03/25/15	
13	FERC has requested the development of a Temporary Construction Emergency Action Plan (TCEAP)	3/4/2015	John Bekmanis	DR	P	\$0	\$25,000	\$0	No	D	JTB	03/25/15	
14	Additional Project Management due to regulatory review delays.	3/18/2015	John Bekmanis	DR	P	\$0	\$7,050	\$0	No	D	JTB	03/25/15	
15	Oakvale Road bid Support and Construction Phase Services	3/18/2015	John Bekmanis	DR	P	\$0	\$0	\$0	No	C	JTB	03/25/15	
16	Lake Wohlford Dam Bid Support and Construction Phase Services	3/18/2015	John Bekmanis	DR	P	\$0	\$0	\$0	No	C	JTB	03/25/15	
17	Credit to City for not performing structural analysis/engineering associated with tower bridge option.	3/18/2015	John Bekmanis	DR	P	\$0	(\$25,000)	\$0	No	D	JTB	03/25/15	

Trend Number	Description	Date Initiated	Initiated By	Need for Trend (DA, DE or DR)	Status (A,D,P,W)	Engineering Cost		Construction Cost	Schedule Impact (Yes/No)	Action Required	Next Action By	Date Action Required	Date Resolved
						Trend Eval.	Design						
18	Credit to City for not performing additional geotechnical evaluations associated with tower bridge design.	3/18/2015	John Bekmanis	DR	P	\$0	(\$11,000)	\$0	No	D	JTB	03/25/15	
19	Provide SRF Environmental Funding Assistance	4/2/2015	John Bekmanis	DR	P	\$0	\$9,030	\$0	No	D	JTB	04/02/15	
20	Perform additional FERC static 2D gravity analysis	3/9/2015	John Bekmanis	DR	P	\$0	\$11,010	\$0	No	D	JTB	03/09/15	
21	Perform record survey and development of legal plats for Oakvale Road re-alignment	3/26/2015	John Bekmanis	DR	P	\$0	\$12,705	\$0	No	D	JTB	03/26/15	
22	Additional Services	4/23/2015	John Bekmanis	DR	P	\$0	\$20,000	\$0	No	D	JTB	04/23/15	
Subtotal of Approved Trends									\$439,838	Sum of Approved			
Subtotal of Disapproved/Withdrawn Trends									\$0	Sum of Disapproved/Withdrawn			
Subtotal of Pending Trends									\$284,803	Sum of Pending			

LEGEND

Status

A - APPROVED
 D - DISAPPROVED
 P - PENDING
 W - WITHDRAWN

Need For Trend

DA - Design Alternative
 DE - Design Enhancement
 DR - Design Requirement
 N/A - Not Applicable

Action Required

D - Design
 C - Construction

Design Related Items	\$718,771
Construction Related Items	\$41,870
Credit to City for Work not Performed	(\$36,000)
TOTAL TRENDS	\$724,641

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 19

Date: May 20, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Helen Davies, Utilities Department

SUBJECT: Stormwater Alternative Compliance – Awarding a Consulting Agreement for a Hydraulic Study of Creeks in Escondido

RECOMMENDATION:

The Utilities Department requests that the City Council adopt Resolution No. 2015-75 authorizing the Mayor and City Clerk to execute a consulting agreement with RBF Consulting, Inc. for a Hydraulic Study of Creeks in Escondido. The proposed agreement amount is \$105,712.

FISCAL ANALYSIS:

Funding for the Hydraulic Study has been budgeted during FY 2014-15 in the Environmental Programs Division budget.

PREVIOUS ACTION:

On August 6, 2014, City Council directed staff to pursue the development of an alternative compliance program for new development and redevelopment. On May 6, 2015, City Council approved the City of Escondido's Jurisdictional Runoff Management Plan, which references the use of a hydraulic study to identify suitable stream or channel rehabilitation, or habitat restoration projects.

BACKGROUND:

An alternative compliance program for new development and redevelopment would allow a developer to help fund a project within the same watershed as their development. The relevant project should be designed to provide an equivalent or greater benefit to water quality than installing best management practices on their developments that meet the design standards of the municipal storm water permit R9-2013-0001. This is consistent with permit requirements to develop a program for retrofit, stream or channel rehabilitation, or habitat restoration.

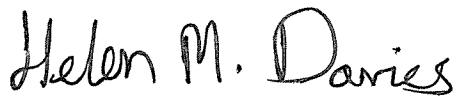
For successful projects to be identified, an assessment is needed of the creeks within Escondido to identify the most optimal locations for water quality improvements. A summary of the project, including a description of what the project could entail, preliminary estimates of potential water quality benefits, and an estimate of cost is needed to allow staff to evaluate and prioritize potential project candidates. Project locations previously presented by the community, as well as the unlined portion of Escondido Creek at Harmony Grove, have been specifically identified by staff for assessment during this study.

Hydraulic Study of Creeks in Escondido
May 20, 2015
Page 2

Based on the findings of the study, the potential project list for alternative compliance will be updated to include viable projects. Projects selected for implementation will require permitting and more detailed design. Data provided from the hydraulic study will be used to inform future discussions about projects associated with creeks in Escondido.

Three proposals were received to conduct the hydraulic study, all of which were considered to be responsive to the City's bid. Of these, the proposal from RBF Consulting, Inc. was considered to best articulate a strategy to accomplish the City's goals.

Respectfully submitted,

A handwritten signature in black ink that reads "Helen M. Davies". The signature is written in a cursive style with a horizontal line underneath the name.

Helen M. Davies, M.S., CPSWQ
Environmental Programs Manager

RESOLUTION NO. 2015-75

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
RBF CONSULTING, INC. TO CONDUCT A
HYDRAULIC STUDY

WHEREAS, Municipal Stormwater Permit number R9-2013-0001 allows the City of Escondido ("City") to develop an alternative compliance program for development and redevelopment in Escondido; and

WHEREAS, the City considers the potential for an alternative compliance program as an opportunity to accomplish the community's goals for water quality improvement, stream or channel rehabilitation and habitat restoration, while providing a business-friendly environment; and

WHEREAS, the City wishes to use hydraulic analysis to identify the most appropriate locations for stream or channel rehabilitation and habitat restoration projects so that efforts are focused in the most optimal locations; and

WHEREAS, of three proposals received, the submittal from RBF Consulting, Inc. was concluded to be the most responsive to the City's needs;

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Consulting Agreement ("Agreement") with RBF Consulting, Inc. A copy of the Agreement is attached as Exhibit "1" 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 _____, 2015.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Helen Davies, MS, CPSWQ
760-839-6315
("CITY")

And: RBF Consulting, Inc.
5050 Avenida Encinas, Suite 260
Carlsbad, CA 92008
Richard Lucera, PE
760-476-9193
("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 perform a Hydraulics Study as described in detail within the Consultant's proposal dated April 16, 2015; 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 \$105,712. 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: _____

Richard Lucera, PE

Vice President

(The above signature must be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

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

ATTACHMENT A

SCOPE OF WORK

Task 1 -Project Management and Meetings

1.1 Meetings

RBF will meet with City staff at key milestones throughout the course of the project to review and discuss overall progress and coordination. Meetings will include the kickoff meeting and at least one additional meeting the City. RBF will prepare meeting agendas and meeting minutes for all schedule meetings. Project schedule updates will be provided at the progress meetings

1.2 Project Management

Project management includes ongoing coordination with the City and preparation of schedule updates, as needed. Monthly status reports will be submitted with each invoice. Invoices will be submitted in a format acceptable to the City. Regular contact through email, conference calls, and face-to-face meetings will ensure timely coordination of all relevant project issues and milestones.

Deliverables:

Meeting Agendas
Meeting Minutes
Project Schedule Updates
Monthly Status Reports

Task 2 –Hydraulic Assessment

2.1 Potential Projects Assessment

RBF will prepare a list of potential projects that may be reasonably and completed and funded, at least in part, with the alternative compliance program.

The first step will be to perform a desktop review of the Escondido Creek Watershed, including its major tributaries of Reidy Creek, Indian Wells Creek, Kit Carson Creek, and Felicita Creek to evaluate the following:

- ✓ Regional topography and drainage patterns
- ✓ Major stormwater infrastructure locations and existing utility constraints
- ✓ Hydrologic soil category, groundwater and sub-surface conditions,
- ✓ Geologic characteristics that influence sediment supply potential
- ✓ Existing and future development areas
- ✓ Environmentally restricted areas (floodplains, conservation areas, preserves, wetlands, etc.)
- ✓ Location of publically owned lands and easements
- ✓ Priority pollutant generating areas and watershed stressors as defined within the Carlsbad Watershed Management Area Water Quality Improvement Plan
- ✓ The City's current Capital Improvement Plans (so that multi-benefit opportunities can be identified early)

Based upon the desktop research, RBF staff will develop an initial list of up to 10 ACP candidate sites and project types based upon the potential to achieve watershed scale improvement and, or, at a minimum, based upon the ability to adequately mitigate hydromodification impacts and increased stormwater volume from specific future development areas. Through coordination with City staff, RBF will refine the initial

candidate sites to perform a more detailed technical analysis and confirm environmental equivalency with on-site mitigation. This can be done cost effectively using simple metrics such as “acres effectively treated”, or “acres of impervious area mitigated”. It is anticipated that the analysis will generally consider the following types of projects:

- ✓ Regional or sub-watershed level BMPs – such as bioretention, engineered wetlands, extended detention basins
- ✓ Green streets
- ✓ Channel restoration/bioengineering practices – potentially incorporating grade controls, manufactured retention systems, re-vegetation, or cross section/profile adjustment

Depending upon the project type(s) selected for analysis, RBF can offer a number of *economical* modeling tools to support conclusions of environmental equivalency, including:

1. US EPA SWMM – which is a complete hydrology package and is well suited to generate pollutant loads as a function of land use. It can predict watershed impacts based upon infiltration and assumed BMP pollutant removal efficiency for the constituents of interest within the Escondido Creek watershed. This application can easily generate flow duration (and if need be erosion potential data) necessary to assess the extent to which hydromodification is mitigated
2. San Diego Hydrology Model – a versatile and economic tool to assess impacts to flow duration, erosion potential, infiltration, and runoff
3. WinSLAMM – an economic alternative to US EPA SWMM whose strength is modeling pollutant load generation and removal efficiency based upon the results of the Nationwide Urban Runoff Program, and other subsequent BMP pilot research conducted both within the San Diego Region and elsewhere. This application can also generate statistical flow duration data and erosion potential.
4. HEC-RAS Sediment Transport Module – which can be used to quantitatively assess how channel improvements may reduce downstream sediment load through reduced shear stress over bed material.

Our team will consult with the City to further discuss the capabilities and advantages of these modeling options prior to performing detailed analysis.

Estimated whole life cost will be determined, and will include capital expenditure, routine and corrective maintenance. Coupling this information with permitting requirements and other institutional considerations, the long term sustainability of each option will be qualitatively assessed and used to formulate a prioritized implementation plan. Site visits will be performed for each of the candidate sites to ground truth conclusions and recommendations resulting from this task. If necessary, any project involving in stream improvement will be preliminarily assessed for regulatory floodplain impacts using standard open channel engineering calculations.

2.2 Hydromodification Management Escondido Creek

RBF will evaluate up to three (3) alternative in-stream improvement design approaches that could be implemented on the downstream end of Escondido Creek at Harmony Grove that would allow the Creek to be considered “exempt” from hydromodification management measures. This evaluation will need to consider the conclusions and strategies of the previously completed Watershed Management Area Analysis (WMAA). In the absence of other detailed guidance within the WMAA, at a minimum, the analysis will include determination of a stable geometry and sediment discharge using the following:

- ✓ Available soil gradation information and tractive force assessment following the procedures outlined in HEC 18

- ✓ Other watershed factors (if necessary) to evaluate changes to erosion potential and or sediment supply potential

The analysis will also need account for current and future land uses within the tributary areas. A whole life cost estimate and qualitative sustainability rating (similar to that developed as part of Task 2.1.) will be completed for each of the 3 alternatives. The in stream improvements will be preliminarily assessed for regulatory floodplain impacts using standard open channel engineering calculations.

2.3 Water Quality Improvements Escondido Creek

The project team will assess wet and dry weather water quality benefits that would be expected from removing the concrete channel base in Escondido Creek. RBF will also evaluate alternative cross-sections and re-vegetation concepts at El Caballo Park, and north of Grape Day Park. It is understood that these channel reaches would also need to convey the 100-year flow, which will be confirmed through standard open channel computations. We will quantitatively evaluate increased infiltration as a result of slope/cross section change and concrete removal on an average annual basis by creating a preliminary hydrology model using EPA SWMM. This application is ideally suited to economically analyze channel infiltration that accounts for local soil type, as well as the typical range of seasonal precipitation and daily soil moisture level. It is also capable of assessing performance during dry weather flow using local data.

Quantitative impacts to stormwater volume loss (through evapotranspiration) as a direct consequence of improving vegetation are not very well documented. Consequently, experience and professional judgment are critical to this kind of analysis. Members of the RBF chosen for this project have led and participated in unique research on the environmental benefit of channel restoration practices (including re-vegetation) as part of a broader study for the *"Long Term Performance and Life Cycle Cost of Stormwater Best Management Practices (NCHRP 25-40)"*. The findings of this effort shall be used in conjunction with other engineering and hydrometeorologic calculations, pilot data, as well as professional judgment to account for volume loss potential created through significant re-vegetation of Escondido Creek.

Task 3 –Presentation of Hydraulic Assessment

3.1 Prepare Technical Report and Conceptual Designs

The results of Task 2 will be presented in a technical report containing conceptual engineering plans with aerial and cross section views of the project location, approximate project cost estimates, and a quantitative evaluation of the potential water quality/hydromodification benefit. All supporting information including assumptions, calculations, figures, and photographs will be provided in digital format to the City.

Deliverables: - Technical Report (Draft and Final) consisting of:

- ✓ Description and analysis of alternative compliance projects for Escondido Creek Watershed, as described in Task 2.1
- ✓ Description and technical backup for hydromodification exemption at Harmony Grove, as described in Task 2.2
- ✓ Description and analysis of channel improvements at El Caballo Park and north of Grape Day Park, as described in Task 2.3

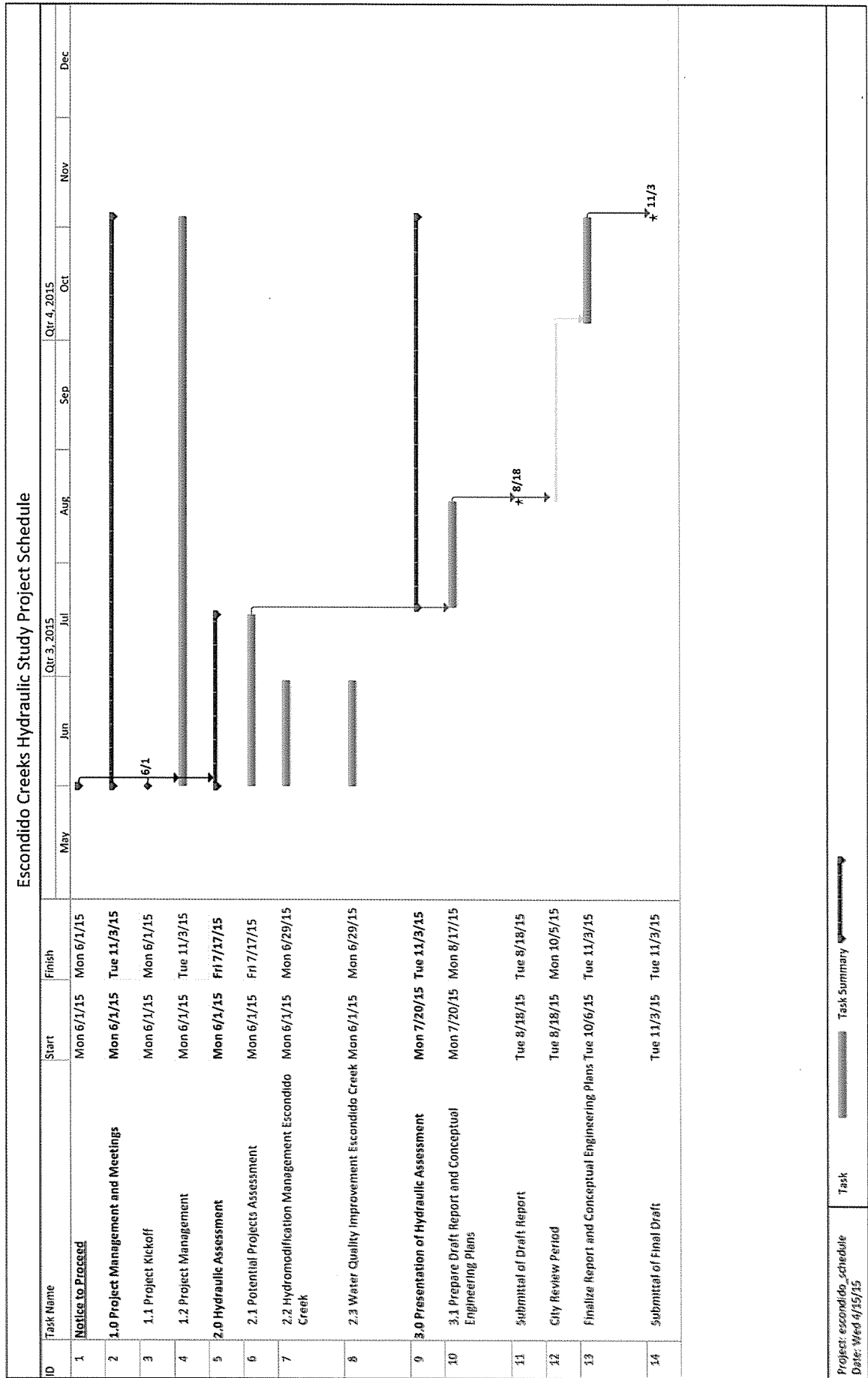
PROJECT SCHEDULE

Effective scheduling and cost control are critical activities throughout this Project. RBF has developed an innovative approach to accomplish the objectives of completing the Escondido Creeks Hydraulic Study as early as possible with a resultant savings in the total time and project cost.

Presented on Page 5, RBF's proposed schedule is based upon our understanding of the scope of work. We believe this schedule is feasible within the usual constraints experienced on past projects.



Attachment A | City of Escondido Creeks Hydraulic Study





Escondido Creeks Hydraulic Study: Cost Estimate

TASK	Position	Principal	Project Manager	Senior Planner	Project Engineer	Total Hours	TOTAL COST
1.0 Project Management and Meetings							
1.1 Meetings			8		20	28	\$4,340
1.2 Project Management		2	16			18	\$3,620
<i>Task 1.0 Subtotal</i>							\$7,960
2.0 Hydraulic Assessment							
2.1 Potential Projects Assessment		4	40	8	280	332	\$49,064
2.2 Hydromodification Management Escondido Creek		2	12	4	80	98	\$14,632
2.3 Water Quality Improvement Escondido Creek		2	16	4	60	82	\$12,632
<i>Task 2.0 Subtotal</i>							\$76,328
3.0 Presentation of Hydraulic Assessment							
3.1 Prepare final report and conceptual engineering plans		2	24	8	100	134	\$20,424
<i>Task 3.0 Subtotal</i>							\$20,424
REPROGRAPHICS							
TOTAL HOURS		12	116	24	540	692	
* Percent of Total Labor (Hours)		2%	17%	3%	78%	100%	
TOTAL LABOR COSTS		\$3,000	\$22,620	\$4,032	\$75,060		\$105,712

Team Members:

Principal: Scott Taylor
 Project Manager: Rich Lucera
 Senior Planner: Rich Beck
 Project Engineer: Scott Cartwright, Jeff Crump

Michael Baker
 INTERNATIONAL



FUTURE CITY COUNCIL AGENDA ITEMS May 14, 2015

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

May 27, 2015
No Meeting (Memorial Day)

June 3, 2015
4:30 p.m.

PRESENTATION

San Diego County Treasurer – Tax Collector, Dan McAllister

CONSENT CALENDAR

Financial Report for Quarter Ended March 31, 2015 and Budget Adjustment
(S. Bennett)

Quarterly financial reports present written financial updates to Council concerning certain funds of the City based on the most recent financial information available. These quarterly financial reports include budgetary information for each fund, along with the actual resources received to date. Funds included in this report are the General Fund, Reidy Creek Golf Course Fund, Recreation Fund, Water and Wastewater Funds.

Relocation Plan for Cypress Cove
(B. Redlitz)

The City has allocated \$1 million HOME funds towards the purchase and rehabilitation of Cypress Cove Apartments at 260 N. Midway, Escondido, 92027. No permanent relocation is anticipated. Planning for temporary relocation needs of the current residents is required by state and federal law.

Adjustment of Requested Loan Total and Designation of Authorized Representative for Clean Water State Revolving Fund Loan
(C. McKinney)

Adjustment of requested loan total from \$19 million to \$23 million for Clean Water State Revolving Fund (SRF) loan. SRF loans require an authorized representative that will sign loan documents on behalf of the City to be established by resolution.

Recycled Water Easterly Main Extension – Award of Consulting Agreement for Construction Management Services
(C. McKinney)

The consulting agreement with Michael Baker International covers full-time contract, construction management and inspection services for the initial phase of the Recycled Water Easterly Main Extension project. This project will install approximately 13,800 feet of reclaimed waterline, plus an equal amount of brine return pipeline, required to convey reclaimed water from Broadway to Citrus.

June 3, 2015
Continued

PUBLIC HEARINGS

Short-Form Rent Review Board Hearing for Town & Country Club Park
(B. Redlitz)

The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 24-month period of consideration from December 31, 2012 to December 31, 2014. The Park is requesting just less than 75% of the change in the Consumer Price Index for the period or 2.260%. The average space rent for the 137 spaces subject to this increase is %591.71. The requested average monthly increase per space is approximately \$13.37.

CURRENT BUSINESS

WORKSHOP

Workshop on Water Distribution System Design Standards
(C. McKinney)

Workshop explaining the rationale behind design standards for the water distribution system.

Future Agenda Items (D. Halverson)

City Manager's **WEEKLY UPDATE** to City Council

May 13, 2015

ECONOMIC DEVELOPMENT

- At the request of the DBA, we are considering a pilot program changing the parking on Grand Avenue in Downtown Escondido from 2-hour to 3-hour parking. Prior to doing so, we are soliciting feedback from downtown business owners to gauge their support or opposition to increasing the parking time limit.
- The City has received over 30 applications for "Hometown Hero" banners which will be installed on Grand Avenue just prior to Memorial Day and remain up until just after Veteran's Day. Additional orders still will be accepted after Memorial Day. Information about the program is available on the City's website www.escondido.org

SPECIAL EVENTS

- Grand Avenue Festival (Escondido Street Faire)
Sunday, May 17th from 9:30am – 5:30pm
Downtown Escondido
- APX/San Diego mountain Bike Association Charity Ride
Sunday, May 17th from 8am – 3pm
Daley Ranch
- For information about events taking place in Escondido, please visit www.visitescondido.com

COMMUNITY DEVELOPMENT

Planning:

- A tentative subdivision map application has been submitted for the former Escondido Country Club property for 270 single family residences pursuant to standards of the R-1-7 zone (Single Family Residential - 7,000 SF minimum lot size). The proposed project is called "The Lakes". A review for completeness is underway. The proposed project description and additional information is available at the following link: <http://www.escondido.org/the-lakes-residential-development.aspx>
- The County has provided notice that the Draft Environmental Impact Report for the proposed Valiano Specific Plan project in Eden Valley has been released for public

City Manager's **WEEKLY UPDATE** to City Council

review (see attached Notice of Availability):
http://www.sandiegocounty.gov/pds/ceqa_public_review.html

The proposed project includes 326 homes on 238 acres. Comments are due to the County on June 15, 2015. The public EIR review meeting is scheduled for May 18th at 6 PM at the Elfin Forest Fire Station. The purpose of the meeting is to provide an orientation to the organization of the Draft EIR and technical studies. You do not need to attend the meeting in order to submit comments, and no vote will be taken at the meeting. The San Dieguito Community Planning Group will be considering the Valiano project at a separate meeting, tentatively scheduled for June 11th.

- GO by BIKE! Bike to Work Day is a nationally recognized event celebrated annually on the third Friday in May, this year on Friday, May 15.
- The SANDAG Board of Directors has released the draft San Diego Forward: The Regional Plan, including its Sustainable Communities Strategy (SCS), which combines the big picture vision for how our region will grow over the next 35 years and includes an implementation program to help make that vision a reality. During the month of May (2015), SANDAG will hold seven workshops throughout the region that will provide opportunities to learn about and comment on the Draft Regional Plan and the Draft Environmental Impact Report (Draft EIR). Please visit www.SDForward.com for more information and the schedule of community workshops. The first workshop was held on Tuesday, May 12th at 6:00 PM in the Mitchell Room at Escondido City Hall.
- Major Projects Update:
 - Oak Creek (NUW) – The applicant is preparing additional information requested by LAFCO for the annexation application. The applicant is coordinating with LAFCO staff regarding their recommendation that the proposed annexation boundary be expanded to include a segment of Hamilton Lane from Felicita Avenue west to the adjacent City boundary.
 - Amanda Estates (NUW) – The annexation was submitted on April 23rd and is under review by LAFCO staff.
 - Centerpointe 78 Commercial – Staff is reviewing sections of the screen check EIR as they become available. An amendment to the EIR contract is scheduled for May 20th, to authorize additional traffic analysis of the alternative traffic mitigation measures proposed by the applicant.
 - North Broadway Deficiency Area Projects – Staff continues to coordinate with the various development teams regarding the design of infrastructure improvements and has taken a proactive approach with County staff on review of required improvements within the unincorporated area. A finding of substantial conformance

City Manager's **WEEKLY UPDATE** to City Council

has been made for the previously approved tentative maps for the properties east of Ash Street (known as Lennar's "Pradera" development). Bonds have been submitted for the grading permit. Staff is evaluating the applicant's recent request to construct model homes in advance of the final map recordation, subject to approval of revised building elevations including enhance architectural features and bonding, and is working with the applicant to resolve setback issues relating to the location of the perimeter walls. The Pickering annexation has been recorded. The Zenner annexation, subdivision and development agreement was approved by the City Council on April 22nd. The annexation application has been submitted to LAFCO.

- Kaen Planned Development (2516 S. Escondido Blvd.) – The applicant met with staff to discuss revisions to the project in response to some of the concerns previously identified. The applicant is evaluating a redesign that would eliminate up to 3 units to provide improved emergency access, neighborhood compatibility and aesthetics. The application is incomplete.
- Wohlford – A letter has been sent for the proposed 55-unit residential subdivision and planned development at 661 Bear Valley Parkway advising the applicant that the application is incomplete and identifying the necessary submittals to continue processing the application. The applicant is coordinating with staff regarding a Specific Alignment Plan for Bear Valley Parkway and is exploring acquisition of the adjacent, triangular shaped parcel to the south to accommodate anticipated road improvements along this road.
- Latitude II – Staff continues to work with the applicant's design team to identify and evaluate solutions on site planning issues. Comments have been provided regarding the applicant's Fire Master Plan, and conceptual agreement has been reached regarding the deceleration lane along Centre City Parkway, pending submittal of improvement plans. Other design considerations under discussion are the parking space dimensions and gate locations, and the sewer line easements and improvements along the north property line. Preparation of a traffic study and draft negative declaration by the applicant's consultant is underway.
- Staff has provided comments on the revised tentative map submitted by Shea Homes for a substantial conformance review and determination for the 179-lot residential subdivision known as Hidden Valley Ranch (Tract 923). A revised plan for the internal park acreage is under review. The Precise Plan has not yet been submitted.
- The Mitigated Negative Declaration for Veterans Village, the 54-unit mixed use project proposed at 1556 S. Escondido Blvd., has been released for a 20-day public review period ending May 12, 2015. The project is tentatively scheduled for consideration by the Planning Commission on May 26th.

City Manager's WEEKLY UPDATE to City Council

[http://www.escondido.org/veterans-village---"new-resolve"-mixed-use-project-draft-mitigated-negative-declaration.aspx](http://www.escondido.org/veterans-village---new-resolve-mixed-use-project-draft-mitigated-negative-declaration.aspx)

- The Mitigated Negative Declaration for the proposed modification to redevelop the Emmanuel Faith Community Church campus at 639 E. 17th Ave. has been released for a 20-day public review period ending May 18th. <http://www.escondido.org/emmanuel-faith-community-church.aspx>. The project is tentatively scheduled for Planning Commission on June 9th.
- Concordia Homes submitted a draft Specific Plan and tentative subdivision map for the Safari Highlands project for conceptual review prior to their formal application submittal. The project includes annexation and Sphere of Influence update for the 1,098 acres site and a subdivision to create 550 residential lots in seven neighborhoods, with lot sizes ranging from 7,663 SF to 4.76 acres. A meeting has been scheduled this week to provide preliminary comments on major issues, including the proposed design for emergency access, and waste and wastewater service. Contracts for an extension of staff to process the anticipated application will be needed prior to submittal of a formal application.

Building Division:

1. The Building Division issued 103 permits for the week with a total valuation of \$301,497.
2. 59 photovoltaic permits were issued for the week. Building has issued 349 permits so far this year compared to 185 issued at the same time last year.
3. Inspections and counter contacts remain steady with inspections averaging 25 per day with 17 on Friday and counter contacts averaging 33 per day with 33 on Friday.
4. The month of May is Building Safety Month. Building Safety Month is a public awareness campaign to help individuals, families and businesses understand what it takes to create safe and sustainable structures. The campaign also reinforces the need for adoption of modern, model building codes, a strong and efficient system of code enforcement and a well trained professional workforce to maintain the system. Promotional brochures will be available at the Building counter throughout the month of May.
5. **"Getting to Yes" Program** - In an attempt to provide the best service possible for our customers and remove any unreasonable barriers in the permitting process, residential roof top solar permits may now be issued through an expedited permitting process at the building counter. The applicant/contractor may choose to complete Guideline 24B, Eligibility Checklist for Expedited Residential Solar Photovoltaic Permit, along with the plans and specifications and the permit can be issued over the counter. Guideline # 24B will soon be available on the city's web site.

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6. Due to the ongoing drought, there have been many inquiries regarding gray water plumbing systems and the permitting process. The requirements for gray water systems are now a part of the 2013 CPC, Chapter 16. A plumbing permit is now required for any proposed gray water systems except those that utilize washing machine discharge only. A gray water Information Guideline will soon be available at our building counter and on the city's website with complete information regarding submittal requirements, plan review, inspections and fees.

7. Plans are in for review for the new 24 Hour Fitness at the Westfield mall.

CAPITAL IMPROVEMENTS

FY 2014-2015 Street Rehabilitation Project:

May 11th , through May 15th, 2015 the concrete subcontractor will be completing concrete for the pedestrian ramps, driveways and sidewalks along 4th Avenue, Maple Street to Escondido Boulevard and Maple Street between 4th and 5th Avenue.

Elm Street between Washington Avenue and the Flood Control Channel:

The project is virtually complete just awaiting completion of punch list items.

Private Development

Bear Valley Parkway between Boyle Avenue and San Pasqual Valley Road (County Project):

The contractor has closed the intersection at Idaho Avenue and Bear Valley Parkway to through traffic; the work is proceeding with an anticipated reopening of the intersection on May 29th. The intersection of Boyle Avenue and Bear Valley Parkway has been reopened. The dry utility contractor is working between Idaho Avenue and Suburban Hills Drive.

2412 South Escondido Boulevard:

The construction and installation of the 48" storm drain pipe is ongoing which includes storm drain boxes; this work will require the closure of the Escondido Boulevard between Brotherton Road and Citracado Parkway. Electronic message boards are required to notify of the impending closure and that local business are open for business during construction.

Habitat for Humanity Project:

The onsite surface improvements are complete. The rain from last week and a major building event on their last unit will delay the start of finish grading.

PUBLIC SAFETY

Police:

UCR CRIME UPDATE (YTD through end of April)

- Overall Crime is **down** 11.97% as compared to the same time period in 2014.

City Manager's **WEEKLY UPDATE** to City Council

- Violent Crime is **up** 22.08% as compared to the same time period in 2014.
- Property Crime is **down** 16.35% as compared to the same time period in 2014.

*Although violent crime is still up as compared to 2014, it continues the steep down trend from the spike at the beginning of this year.

INCIDENTS

- On 05-05-15, two suspects robbed a Toys R Us in National City. The suspects pulled a gun on the loss prevention agent and they were seen getting into a vehicle. The investigation led National City PD detectives to believe the suspects may reside at a residence in Escondido. Escondido PD units set up on the residence and detained one of the suspects as they attempted to leave in the suspect vehicle. National City PD detectives responded and placed the suspect under arrest for the robbery.
- On 05-09-15, two male suspects attempted to rob a victim in the 1500 block of E. Grand Ave. One of the suspects was armed with a Taser and they were both wearing bandanas. The victim was able to retain his property and the suspects fled the scene in a vehicle.
- On 05-10-15, a male victim was jumped at a house party and sustained significant injuries. He had been kicked, punched, and struck with glass bottles during the beating. Officers were able to locate and detain several of the suspects involved in the beating. Ultimately, five subjects were arrested on assault and battery related charges.
- On 05-10-15, a male victim was walking in the area of Grand Ave east of Palomar Medical Center Downtown when he was confronted by three male suspects. The suspects challenged the victim and then proceeded to beat him up and struck him with a glass bottle. The suspects fled the scene and were not located.
- On 05-10-15, officers responded to the 600 block of N. Escondido Blvd regarding a suspect displaying a firearm. A male suspect was detained and found to be in possession of a replica firearm and narcotics. He was arrested on a parole violation and narcotics charges.
- On 05-11-15, officers responded to an alarm activation at the Historical Society building in Grape Day Park. Officers discovered that an unknown suspect had broken a window, entered the building, and stole the cash from a tip jar inside the building.

EVENTS

- Due to the recent rash of vehicle vs. pedestrian traffic collisions, Patrol Squad 4C conducted a special detail that focused on pedestrian and vehicle enforcement. During the detail, 17 citations were issued for various vehicle code violations and two arrests were made for drug-related charges.
- A Badge Pinning Ceremony was held for cadets from the EPD Explorer's Post who successfully completed their probationary period (Left Photo). Several promotions within the Explorer Program were also recognized during the ceremony (Right Photo). Congratulations to our hard working youth as they pursue a worthy endeavor early in their young lives.

City Manager's **WEEKLY UPDATE** to City Council



- The San Diego Padres hosted their First Responder Opening Night at Petco Park on Friday, May 1. Escondido Police Officers Sean Davidson, Therese Ruiz, Tom Venable, John Mougier, and Brittany Sheats participated in the event alongside other San Diego County First Responders who were honored during a pre-game ceremony on the baselines.
- The Escondido Police Twitter feed broke the 4,000 followers mark, which achieved the goal set last summer.
- A ceremony dedicated to fallen officers was held at the Escondido Police & Fire Headquarters. In conjunction with National Police Week, public safety agencies across the nation held memorial ceremonies in honor of those peace officers who have given the ultimate sacrifice.



- Chief Carter spoke at the San Diego County Peace Officer Memorial ceremony at the county memorial near downtown San Diego. This event specifically honors those peace officers who have died in the line of duty within San Diego County. Local, state, and federal agencies were honored and present for the ceremony. Chief Carter and several EPD officers attended a memorial breakfast earlier in the day.

City Manager's WEEKLY UPDATE to City Council



- The Escondido East Rotary club hosted a Military Appreciation BBQ at Kit Carson Park. The event was a way to honor our active duty and honorably discharged service men and women and their families. As a show of solidarity and our appreciation, the Police Department attended the event with static displays and demonstrations. Officers Ryan VanZandt and Keahi Thompson (both SWAT team members) had the Bearcat (armored vehicle) on display with other SWAT gear. Officers Tom Fidel, his K-9 partner Rako, and Officer Todd Gimenez put on a K-9 contact demonstration that was a hit with the crowd. The Escondido Fire Department also attended the event and brought “Old Betsy” (the vintage fire engine) for all to see.

Fire:

- The Fire Department is being proactive in helping residents prepare for the wildfire season. Over 2,100 letters are being mailed to residents in the City and Rincon Del Diablo Fire Protection District with properties in the Very High Fire Severity Zones. The letter reminds property owners that they are responsible for reducing the fire risk around their homes. It reminds them about defensible space, roadway & driveway requirements, dead or dying vegetation and trees, and the requirement to post their address so it is visible from the street. The Fire Department will also post the letter on the Fire Department's website, the City's website, and Rincon's website. Prevention is going to be key as the drought continues and the wildfire risk worsens.
- The Senior Volunteers are celebrating their 8th year this month with an Annual Awards Luncheon on Wednesday, May 13th. The CERT program has their Annual Picnic on Saturday, May 16th from 10:00 - 13:00 at Kit Carson Park.

City Manager's **WEEKLY UPDATE** to City Council

- On May 20th we will be participating in the County disaster drill. The drill is a continuation of the So Cal Power Outage event that place a few years back. The drill starts with the presumption that the power outage started 1-2 hours prior. We will activate the EOC for a review of the lessons learned from the previous event and the FD will be involved activating and dispatching the MDU to a simulated incident somewhere in the County.

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NOTICE OF AVAILABILITY OF A DRAFT ENVIRONMENTAL IMPACT REPORT, DRAFT HABITAT LOSS PERMIT, GENERAL PLAN AMENDMENT AND SPECIFIC PLAN

April 30, 2015

NOTICE IS HEREBY GIVEN that the County of San Diego is circulating for public review a draft Environmental Impact Report in accordance with the California Environmental Quality Act along with a General Plan Amendment, Specific Plan, and Habitat Loss Permit for the following project. The draft Environmental Impact Report, General Plan Amendment, Specific Plan, and Habitat Loss Permit can be reviewed on the World Wide Web at http://www.sdcounty.ca.gov/pds/ceqa_public_review.html and at Planning & Development Services (PDS), Project Processing Counter, 5510 Overland Avenue, Suite 110, San Diego, California 92123 and at the public library(ies) listed below. Comments on these draft documents must be sent to the PDS address listed above and should reference the project numbers and name.

VALIANO SPECIFIC PLAN; PDS2013-SP-13-001, PDS2013-GPA-13-001, PDS2013-REZ-13-001, PDS2013-TM-5575, PDS2013-STP-13-003, PDS2014-MUP-14-019, HLP XX-XXX, LOG NO. PDS2013-ER-13-08-002; SCH NO. 2013061042. The proposed project is a residential development of 326 homes on 238 acres. The site is located in the Eden Valley area within the San Dieguito Community Planning Area of unincorporated San Diego County, between the cities of San Marcos and Escondido. The project would include 277 single-family lots and 12 detached condo lots including 49 homes. Up to 54 of the lots could accommodate second dwelling units. Proposed open space lots and easements include 36.5 acres of agricultural open space and 28.2 acres of biological open space, as well as fire clearing zones. Proposed lot sizes range from 5,630 square feet to 1.6 acres. The project would take access from Eden Valley Lane, Mount Whitney Road, and Country Club Drive, with emergency access to Hill Valley Drive. Proposed grading is 928,000 cubic yards of balanced cut and fill. The project would also include public multi-use trails, smaller private trails, public and private parks, and a private equestrian center open to the public. Water service would be provided by the Rincon del Diablo Municipal Water District. Sewer service would be a privately built on-site wastewater treatment plant operated by the San Diego County Sanitation District. Fire service would be provided by the San Marcos Fire Department and the Harmony Grove Village Fire Station.

The property is currently zoned RS and A70 with minimum lots sizes of 1 and 2 acres. The current General Plan designations are SR-1 and SR-2, and the Regional Category is Semi-Rural. The project would require a General Plan Amendment to change the designation to SR-0.5. A Rezone would be required to reduce the minimum lot size and change the A70 areas to

RS. A Specific Plan would establish a framework for the development, and a Vesting Tentative Map would establish lot lines. A Vesting Site Plan would establish setbacks and other design features and a Major Use Permit would permit the on-site wastewater treatment plant. In accordance with Section 86.104 of County of San Diego Ordinance No. 8365 (N.S.) and Section 4.2.g of the CSS NCCP Process Guidelines (CDFG, November 1993), a Habitat Loss Permit is required because the project would impact Diegan coastal sage scrub.

The draft Environmental Impact Report identified significant environmental impacts to aesthetics, agriculture, air quality, biological resources, cultural resources, geology, hazards, noise, paleontological resources, traffic, and utilities. Comments on this proposed draft Environmental Impact Report, General Plan Amendment, Specific Plan, and Habitat Loss Permit must be received **no later than June 15, 2015 at 4:00 p.m.** (a 45 day public review period). These draft documents can also be reviewed at the San Marcos Library, located at 2 Civic Center Drive, San Marcos CA 92069 and the Escondido Main Library, located at 239 S. Kalmia Street, Escondido, CA, 92025. For additional information, please contact Beth Ehsan at (858) 694-3103 or by e-mail at Beth.Ehsan@sdcounty.ca.gov, or Maggie Loy at (858) 694-3736 or by email at Maggie.Loy@sdcounty.ca.gov.