



APRIL 22, 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

**April 22, 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: 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



Council Meeting Agenda

**April 22, 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: Small Business Month

PRESENTATIONS: San Diego Forward: The Regional Plan
The Mercado Presentation

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 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.

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.

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.

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

RESOLUTION NO. 2015-49

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.

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

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).

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)

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.

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

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

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.)

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

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

12. 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).

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

RESOLUTION NO. 2015-41

13. 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).

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

RESOLUTION NO. 2015-57

FUTURE AGENDA

14. 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

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
April 29	-	-	No Regular Meeting	-
May 6	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
May 13	Wednesday	4:30 p.m.	Town Hall Meeting	Council Chambers
May 20	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
March 25, 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, March 25, 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)

Jeffrey Epp, City Attorney, recommended to the City Council that they adopt a motion to add an item to the closed session portion of the City Council agenda pursuant to the authority found in Government Code Section 54954.2(b)(2). That added item is a matter of pending litigation: Stuck in the Rough, LLC v. City of Escondido, Case No. 37-2013-00074375-CU-WM-NC. The closed session would occur pursuant to the authority of Government Code Section 65956.9(a). A trial court ruling impacting the City's position in the litigation was issued and discussed in closed session last week, followed by a public report. There is no Council meeting scheduled for April 1, 2015. Since the posting of the agenda this week, the Plaintiff has contacted the City regarding the case and timely action is required.

COUNCIL ACTION: Moved by Councilmember Diaz and seconded by Councilmember Gallo to add the above item to the Closed Session pursuant to Government Code Section 54954.2(b)(2); that the need to take immediate action arose subsequent to the posting of the agenda; and 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: Maintenance & Operations, Teamsters Local 911
- b. **Agency Negotiator:** Sheryl Bennett & Clay Phillips
Employee Organization: Escondido City Employee Association: Supervisory (SUP) Bargaining Unit
- c. **Agency Negotiator:** Sheryl Bennett & Clay Phillips
Employee Organization: Escondido City Employee Association: Administrative/Clerical/Engineering (ACE) Bargaining Unit

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:20 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
March 25, 2015
4:30 P.M. DRAFT Meeting Minutes

Escondido City Council
Mobilehome Rent Review Board

CALL TO ORDER

The regular meeting of the Escondido City Council was called to order at 4:33 p.m. on Wednesday, March 25, 2015 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION:

Greg Lane led the Moment of Reflection.

FLAG SALUTE

Mayor Abed led the Flag Salute.

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.

Also present were: Clay Phillips, City Manager; Jeffrey Epp, City Attorney; Barbara Redlitz, Community Development Director; Ed Domingue, Public Works Director; Diane Halverson, City Clerk; and Michael Thorne, Minutes Clerk.

ORAL COMMUNICATIONS

Tom Cowan, Escondido, expressed that additional work is needed to assist homeless veterans in Escondido.

Mayor Abed thanked the following employees for their continuous service to the City:
Vasana Vipatapat, Todd Anderson, Rob Ridgway, Jerry Dunaway, Frank Anderson and Gail Merriam

CONSENT CALENDAR

Councilmember Diaz removed item 4 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Masson to approve the following Consent Calendar items with the exception of item 4. 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: A) Regular Meeting of March 4, 2015 B) Regular Meeting of March 11, 2015**

4. 2014 ANNUAL HOUSING ELEMENT REPORT (PHG 14-0036) -

Request Council approve authorizing staff to submit the 2014 Annual Housing Report on the City's progress on Housing Element implementation, due on April 1, 2015, to the State Office of Planning and Research and the Department of Housing and Community Development. (File No. 0875-70)

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

Councilmember Diaz questioned staff regarding the upcoming Shelter by Right Zone Workshop and what outreach methods will be used to notify the public.

Jay Petrek, Assistant Director of Planning, indicated that notification would be sent to any identified property owners and business owners of recommended sites, as well as interested persons from the 2013 workshop.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Gallo to approve authorizing staff to submit the 2014 Annual Housing Report on the City's progress on Housing Element implementation, due on April 1, 2015, to the State Office of Planning and Research and the Department of Housing and Community Development. Motion carried unanimously.

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.)

PUBLIC HEARINGS

5. SHORT-FORM RENT INCREASE APPLICATION FOR SUNDANCE MOBILEHOME PARK -

Request Council consider the short-form rent increase application submitted by Sundance Mobilehome Park and if approved, grant an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 2.322% (an average of \$15.29) for the period of December 31, 2012 to June 30, 2014. (File No. 0697-20-10018)

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

RRB RESOLUTION NO. 2015-01

Karen Youel, Housing Staff, presented the staff report, utilizing a PowerPoint presentation.

Art Stevens, Code Enforcement Officer, was available to answer questions.

Amber Monte, Owners Representative for Sundance Mobilehome Park, addressed the Council regarding the upgrades the company has performed on the property.

Don Greene, Resident Representative of Sundance Mobilehome Park, stated that the residents are not protesting the rent increase and are pleased with the new management company. Noted that the "Sunset Deck" has restricted access and residents would like to utilize this area. Some homes have sustained water damage due to run-off. Twenty-four residents would like a credit issued for overpayments.

Bob Wise, Escondido, stated that the Council should govern by the principles of the Prop-K law.

MOTION: Moved by Deputy Mayor Morasco and seconded by Councilmember Diaz to approve the short-form rent increase application submitted by Sundance Mobilehome Park and grant an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 2.322% (an average of \$15.29) for the period of December 31, 2012 to June 30, 2014 and adopt Resolution No. 2015-01. Motion carried unanimously.

CURRENT BUSINESS

6. BUDGET ADJUSTMENT REQUEST AND APPROVAL OF CHANGE ORDERS FOR THE INFLUENT PUMP STATION PROJECT AT THE HALE AVENUE RESOURCE RECOVERY FACILITY -

Request Council approve a budget adjustment in the amount of \$1,369,900 to Capital Improvement Program (CIP) No. 804001 (HARRF Influent Pump Station) from the Wastewater unallocated reserves and authorize an amendment to the contract with TC Construction Company, Inc. not to exceed \$1,931,579 (23.7% over the original contract amount of \$8,169,500). (File No. 0600-10 [A-3063])

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

RESOLUTION NO. 2015-15

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

Nelson Nuecza, Associate Utilities Engineer, was available to answer questions.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to approve a budget adjustment in the amount of \$1,369,900 to Capital Improvement Program (CIP) No. 804001 (HARRF Influent Pump Station) from the Wastewater unallocated reserves and authorize an amendment to the contract with TC Construction Company, Inc. not to exceed \$1,931,579 (23.7% over the original contract amount of \$8,169,500) and adopt Resolution No. 2015-15. Motion carried unanimously.

7. FINANCIAL REPORT FOR QUARTER ENDED DECEMBER 31, 2014 AND REQUESTED BUDGET ADJUSTMENTS -

Request Council receive and file the second quarter financial report and approve requested budget adjustments to amend the Fiscal Year 2014/2015 Operating Budget. (File No. 0430-30)

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

Sheryl Bennett, Director of Administrative Services, introduced the following staff to present the report

Joan Ryan, Assistant Director of Finance; Scott Peterson, Finance; and Michelle LeFever, Finance, presented the staff report, utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Gallo to receive and file the second quarter financial report and approve requested budget adjustments to amend the Fiscal Year 2014/2015 Operating Budget. Motion carried unanimously.

8. PROPOSED CHANGES TO ANNUAL INVENTORY OF CITY FEES -

Request Council approve authorizing new City fees, make changes to certain existing fees for services and delete fees for services that are no longer used. (File No. 0480-45)

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

RESOLUTION NO. 2015-26

Sheryl Bennett, Director of Administrative Services, introduced Christina Holmes.

Christina Holmes, Revenue Manager, presented the staff report, utilizing a PowerPoint presentation.

Don Greene, Escondido, requested the Council not increase the Mobile Home Rent Application fee.

MOTION: Moved by Councilmember Gallo and seconded by Deputy Mayor Morasco to approve authorizing new City fees, make changes to certain existing fees for services and delete fees for services that are no longer used and adopt Resolution No. 2015-26. Motion carried unanimously.

FUTURE AGENDA

9. 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)**

Councilmember Diaz and Councilmember Gallo requested an item regarding downtown parking be added to the Future Agenda.

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Gallo stated that the San Diego County Water Authority will meet tomorrow, and recently was successful in winning their lawsuit against the Metropolitan Water Authority.

Mayor Abed reported on SANDAG's recommendation to utilize surplus funds from the Nordahl Bridge Project into other county projects.

Councilmember Diaz reported on the San Dieguito River Park organizational restructuring and search for a new Executive Director; the proposed budget for next year will include an increase in the annual contribution.

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

ADJOURNMENT

Mayor Abed adjourned the meeting at 7:17 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: April 22, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Craig Carter, Chief of Police

SUBJECT: Regional Contract California Identification Specialist

RECOMMENDATION:

It is requested that Council accept 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.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. The San Diego County Sheriff's Department will fund all costs associated with the Cal-ID Specialist.

PREVIOUS ACTION:

None

BACKGROUND:

The state of California Department of Justice maintains an automated system, called Cal-ID, for retaining and identifying fingerprints, palm prints, and photos. Local law enforcement agencies are eligible to use this system through a Remote Access Network (RAN). The San Diego County Sheriff's Department is the County's proprietary agency for local access to the information retained by Cal-ID.

On May 21, 2014, the San Diego County Cal-ID Remote Access Network (RAN) Board authorized the use of Cal-ID revenue to fund one Regional Contract Cal-ID Specialist from 2015 through 2019. The San Diego County Sheriff's Department will provide funding, from the Sheriff's Fingerprint ID Trust Fund, to reimburse the cost of the consulting agreement between the Regional Contract Cal-ID Specialist and the Escondido Police Department.

Respectfully submitted,



Craig Carter
Chief of Police



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: April 13, 2015
Department: Police
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Name Extension
Council Date (if applicable): April 22, 2015
(attach copy of staff report)

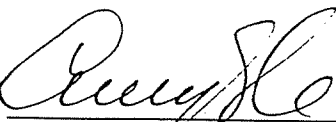
For Finance Use Only	
Log #	<u>BA-04-01</u>
Fiscal Year	<u>2015</u>
☐	Budget Balances
☐	General Fund Accts
☐	Revenue
☐	Interfund Transfers
☐	Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4370-451-New Project Number	417,600	
Police Grants	451- New Project Number	417,600	

Explanation of Request:

A budget adjustment is needed to funds for Cal-ID Contract costs.

APPROVALS



Department Head

4-13-15

Date

City Manager

Date



Finance

4/13/15

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.: 5

Date: April 22, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services
Joan Ryan, Assistant Finance Director

SUBJECT: 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

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2015-42 rejecting 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 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.

FISCAL ANALYSIS:

Sufficient funds are allocated in the Fleet Services Vehicle Replacement Fund.

BACKGROUND:

Request for bids were mailed to sixteen vendors on February 17, 2015. On March 11, 2015, one bid was received from Raceway Ford for \$418,727.93, which includes sales tax, documentation and California State Tire Recycling fees. The Fleet Services staff determined the bid received from Raceway Ford substantially exceeded the City's estimated cost. In addition, staff polled the eleven non-bidders and found that they did not bid for a variety of reasons, such as, overlooked the due date, misplaced their bid packet, and felt their bid response was not competitive. Consequently, as per Municipal Code Section 10-102(f), Council may reject all bids and proceed with the terms of section 10-103(e), informal and formal bidding procedures are dispensable.

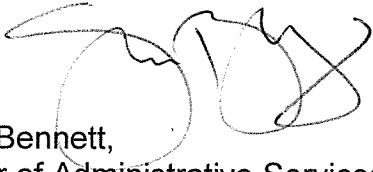
Reject All Bids for the Fleet Replacement Vehicles and Authorize Fleet Services Department to Purchase Various Work Trucks and Vehicles from Downtown Ford Utilizing Cooperative Purchasing with the State of California, Department of General Services, Procurement Division

April 22, 2015

Page 2

Staff recommends the purchase of various work trucks and vehicles from Downtown Ford 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. By utilizing the cooperative purchasing with the State of California, the City will save \$13,124.68.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sheryl Bennett', with a large, stylized flourish at the end.

Sheryl Bennett,
Director of Administrative Services

A handwritten signature in black ink, appearing to read 'Joan Ryan', with a large, stylized flourish at the end.

Joan Ryan,
Assistant Finance Director

DATE 04/09/2015

TO: Blanca Wolf, Purchasing Supervisor

FROM: Joseph Goulart, Fleet Maintenance Superintendent

SUBJECT: Recommendation for Bid #14-06, Fleet Replacement Vehicles

After reviewing the bids received for bid number, 14-06 Fleet Replacement Vehicles, on March 11, 2015, I am recommending that we reject all bids submitted and elect to utilize a cooperative purchase agreement with the State of California, Department of General Services, in the amount of \$405,603.25 from Downtown Ford in Sacramento California. Utilizing various cooperative purchase contracts with the State of California, the City would save \$13,124.68.

After reviewing the apparent lowest bid received from Raceway Ford in Riverside California, the bid price exceeded the amount allocated to purchase fourteen (14) replacement vehicles. Fleet Services obtained pricing from Downtown Ford, which currently was awarded the State of California contracts for Ford trucks and vans, to explorer cooperative purchase options. The obtained quotes were significantly lower than the bid submitted by Raceway Ford and were within the budgeted amount to replace the fourteen (14) replacement vehicles.

RESOLUTION NO. 2015-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REJECTION OF 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

WHEREAS, sufficient funds are allocated in the Fleet Services Vehicle Replacement fund to purchase various work trucks and vehicles; and

WHEREAS, the City Council authorized an invitation for bids for the purchase of various work trucks and vehicles; and

WHEREAS, request for bids were mailed to sixteen vendors on February 17, 2015, but only a single bid was submitted from Raceway Ford, which substantially exceeded the City's estimated cost; and

WHEREAS, in accordance with 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; and

WHEREAS, in light of the lack of responsiveness through the bidding process, staff recommends 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 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. Attached as Exhibit "A" to this Resolution and incorporated by this reference, is the list of the various work trucks and vehicles to be purchased; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to forego further bidding and utilize cooperative purchasing as recommended;

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 purchasing, as allowed per Municipal Code Section 10-90, through the State of California, Department of General Services, Procurement Division.
3. That the City Council authorizes Fleet Services Department to purchase various work trucks and vehicles from Downtown Ford for \$405,603.25, as described on Exhibit "A."

Exhibit "A"

Description	Quantity
New 2015 Ford F-150 XL, 4X2 Super Cab, 145" Wheelbase, 6.5' Box (X1C), 5.0L FFV V8 Engine (99F), Electronic 6-speed Automatic Transmission with Tow/Haul mode (446), 3.31 Electronic Locking Rear Axle (XL3), Air Conditioning, Vinyl Flooring.	3
New 2015 Ford F-150 XL, 4X4 Super Crew, 145" Wheelbase, 5.5' Box (W1E), 5.0L FFV V8 Engine (99F), Electronic 6-speed Automatic Transmission with Tow/Haul mode (446), 3.55 Electronic Locking Rear Axle (XL9), Air Conditioning, Vinyl Flooring.	1
New 2015 Ford F-250 XL, 4X2 Regular Cab Super Duty, 8.0' Box (F2A), 6.2L 2-Valve SOHC EFI FFV Engine (996), Torque Shift 6-Speed Automatic Transmission with Over Drive (44P), 3.73 Electronic Locking Rear Axle (X3E). Air Conditioning, Vinyl Flooring.	3
New 2015 Ford Transit Cargo Van, Series 250 SRW, 130" Wheelbase, 100.8" Medium Roof (R1C), 3.5L EcoBoost V6 (99G), 6-Speed Select Shift Automatic Transmission (446), 3.31 Rear Axle (X31), Vinyl Front and Rear Floor Covering (16E), Power Equipment Group, (Windows and Power Door Locks) with Remote.	2
New 2015 Ford F-350 XL, 4X4 Super Duty Chassis Cab, SRW, 141" Wheelbase, 60" Cab to Axle (F3F), 6.2L 2-Valve SOHC EFI V8 Engine (996), 6-Speed Automatic Transmission (44P), 3.73 Electronic Locking Rear Axle (X3E), Air Conditioning, Vinyl Flooring. Including a nine (9) foot welding body	1
New 2015 Ford F-350 XL, 4X4 Super Duty Chassis Cab, SRW, 141" Wheelbase, 60" Cab to Axle (F3F), 6.2L 2-Valve SOHC EFI V8 Engine (996), 6-Speed Automatic Transmission (44P), 3.73 Electronic Locking Rear Axle (X3E), Air Conditioning, Vinyl Flooring	1
New 2015 Ford Fusion SE Hybrid, 2.0L Atkinson Engine, eCVT Transmission (P0L), magnetic grey.	1
New 2015 Ford Fusion SE Hybrid, 2.0L Atkinson Engine, eCVT Transmission (P0L), platinum white.	1
New 2015 Ford F-550 XL (660A), Super Duty Chassis Cab, 165" Wheelbase, 84" Cab to Axle (F5G), 6.7L Power Stroke Diesel (99T), Torqshift 6-speed Automatic Transmission (44W), 4.88 Limited Slip Rear Axle (X8L).	1
Total Vehicle Purchase:	14

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 6

Date: April 22, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Julie Procopio, Assistant Public Works Director/Engineering

SUBJECT: Fifth Amendment to Consulting Agreement with SCS Engineers for Remediation of Former Orange Glen Market Site

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2015-49 authorizing the Mayor and the 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.

FISCAL ANALYSIS:

City will be reimbursed for this work from the State Underground Storage Tank Clean-Up Fund and the previous property owner.

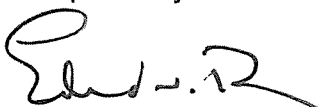
PREVIOUS ACTION:

City Council approved a Consulting Agreement with SCS Engineers on August 19, 2009. City Council approved amendments to the Consulting Agreement on October 27, 2010, September 14, 2011, October 3, 2011 and May 22, 2013.

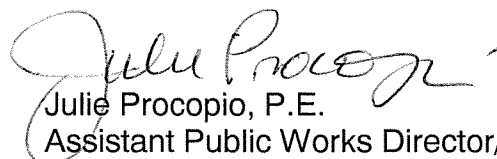
BACKGROUND:

The former Orange Glen Market site, acquired with the Bear/East Valley Parkway Project, requires continued remediation as a result of two former leaking underground storage tanks. Remediation costs are to be reimbursed by the State Underground Storage Tank Clean-Up Fund and from funds that were set aside by the former property owner when the property was acquired by the City.

Respectfully submitted,



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



Julie Procopio, P.E.
Assistant Public Works Director/Engineering

RESOLUTION NO. 2015-49

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
FIFTH AMENDMENT TO THE CONSULTING
AGREEMENT WITH SCS ENGINEERS FOR
REMEDIAL SERVICES FOR THE FORMER
ORANGE GLEN MARKET SITE

WHEREAS, the City Council approved a Consulting Agreement with SCS Engineers on August 19, 2009, for environmental consultant/contractor services for the Bear/East Valley Parkway Project; and

WHEREAS, the City Council approved amendments to the Consulting Agreement on October 27, 2010, September 14, 2011, October 3, 2011 and May 22, 2013; and

WHEREAS, the Public Works Director/City Engineer recommends the execution of the Fifth Amendment to the Consulting Agreement ("Agreement") for environmental engineering and remedial services for the former Orange Glen Market site acquired with the Bear/East Valley Parkway Project; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve said Fifth Amendment to Agreement;

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 City Council accepts the recommendation of the Public Works Director/City Engineer.



CITY OF ESCONDIDO
FIFTH 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
 Attn: Julie Procopio
 ("CITY")

And: SCS Engineers
 8799 Balboa Avenue, Suite 290
 San Diego, California 92123-4340
 Attn: Keith Etchells
 ("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on August 19, 2009 ("Agreement"), wherein CITY retained CONSULTANT to provide services for environmental consultant/contractor services for the Bear/East Valley Parkway 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 \$498,718.50, pursuant to the conditions contained in "Attachment A" to this Amendment.
3. All additional terms under the Agreement between CITY and CONSULTANT still apply to the additional work to be performed by CONSULTANT under this Amendment. If any of the terms of this Amendment conflict with the Agreement, this Amendment must prevail.

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

SCS Engineers

Daniel E. Johnson
Vice President

APPROVED AS TO FORM:

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

By: _____

Environmental Consultants
and Contractors

8799 Balboa Avenue
Suite 290
San Diego, CA 92123

858 571-5500
FAX 858-571-5357
www.scsengineers.com

SCS ENGINEERS

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February 20, 2015

Mr. Edward N. Domingue, P.E.
Public Works Director/City Engineer
City of Escondido
201 North Broadway
Escondido, California 92025

**RE: Agreement for Services 011079214
Proposal to Conduct Subsurface Assessment and Remediation Pursuant to the
Requirements of the San Diego Regional Water Quality Control Board (RWQCB)**

**Site: Former Orange Glen Market
2741 East Valley Parkway
Escondido, California**

Dear Mr. Domingue:

SCS Engineers (SCS) is pleased to present this proposal (Proposal) to complete soil and groundwater remediation and related activities at the Site. This assessment and remediation will be conducted in general accordance with the guidelines set forth by the RWQCB. This Proposal, upon your signature, will be Exhibit 5 to the existing consulting agreement (Contract) between SCS and the City of Escondido (Client).

BACKGROUND

The former Orange Glen Market and Fueling Station (OGM) was located at 2741 East Valley Parkway, Escondido at the intersection of Bear Valley and East Valley Parkways. The recognized release mechanisms at the Site included an unauthorized release of gasoline from two former underground storage tanks (USTs) and related dispensers to the underlying subsurface soils and shallow groundwater. The RWQCB issued a Cleanup and Abatement Order Number R9-2009-0074 (Order), dated May 11, 2009, and Addendum Number 1 (R9-2009-0042) was issued on July 30, 2009.

The initial removal of contaminants of concern (CoCs) from the subsurface of the Site was completed per RWQCB approval during June and July of 2008. Subsequent to the demolition of all Site buildings to accommodate realignment and widening of East Valley Parkway, soil was excavated from the interpreted source zone on June 2, 3, 4 and July 14 and 15, 2008. The location of the excavation encompassed the former USTs location adjacent to the former Orange Glen Market, which has been interpreted as the primary source of petroleum hydrocarbons in the subsurface. A total of 1,086.52 tons (approximately 560 to 600 bank cubic yards) of petroleum

hydrocarbon-bearing soil was transported off-Site for disposal. These remedial activities were documented by SCS in an *Interim Remedial Action Report* dated October 22, 2008.

Between July 2010 and July 2013 approximately 27,800 poundsⁱ of petroleum hydrocarbons were removed from the source zone via high-vacuum, dual-phase extraction (HVDPE).

SCS prepared an *Interim Remedial Action Report* (2013 IRA Report) dated September 16, 2013 documenting the most recently completed 30-day HVDPE event at the Site. In the 2013 IRA Report, SCS recommended the preparation of a CAP addendum to mitigate the residual source zone and downgradient dissolved-phase plume to the extent practicable.

The RWQCB responded to the 2013 IRA Report in an electronic mail dated October 3, 2013, stating that the preparation of a CAP addendum was not necessary as the previously submitted CAP dated April 30, 2010, evaluated and selected a few remedial options for the source area and dissolved-phase plume. In a subsequent telephone conversation, RWQCB staff instructed SCS to document the proposed methods of mitigating the residual sorbed- and dissolved-phase impacts in an IRA work plan as opposed to the previously proposed CAP addendum.

SCS prepared and submitted an IRA Workplan dated July 11, 2014 to the RWQCB for review and comment. The RWQCB responded to the IRA Workplan in an email dated September 12, 2014, requesting clerical revisions in a Revised IRA Workplan. A Revised IRA Workplan dated September 18, 2014 was prepared for RWQCB review. The RWQCB unconditionally approved the Revised IRA Workplan in an email dated September 23, 2014. This Proposal has been prepared to implement the approved Revised IRA Workplan among other administrative services necessary to continue project management.

This proposal includes additional operating budgets for costs associated with the ongoing management of FUND reimbursement requests. It also includes additional operating budget for project management costs associated with Cleanup and Abatement Order R9-2009-0074 (Order) compliance.

Because current dissolved-phase subsurface conditions at this Site and downgradient of the Site are several orders of magnitude in excess of targeted water quality objectives, for beneficial use groundwater, groundwater quality goals additional active remediation will be required in the source zone of the Site. The recognized source zone of subsurface contamination at the Site is underneath a portion of East Valley Parkway that was realigned less than 10 years ago. Because the City has placed a moratorium on significant modification to the new street improvements in this portion of the right-of-way, such as trenching from the northern sidewalk to the southern sidewalk, directional borings will be required to implement the Revised IRA Workplan. Because the existing injection wells DPE1, DPE2, DPE3, and DPE4 are insufficient to operate as capture wells for the source zone recirculation design, additional remediation wells will be required downgradient of the Source Zone impacts, within the footprint of East Valley Parkway. Establishing an effective recirculation of shallow groundwater in the source zone for purposes of aerobic oxidation coupled with enhanced bioremediation has been selected as the source zone

ⁱ Based on the average of reported laboratory results and field measurements.

remedial design selected to achieve the targeted water quality objectives in timely manner while maintaining all the existing improvements at the Site.

The purpose of this Proposal is to implement the RWQCB-approved Revised IRA Workplan which has been designed to reduce sorbed- and dissolved-phase CoCs in the subsurface of the Site and Site vicinity and restore beneficial uses of groundwater.

OBJECTIVES

The objectives of this Contract are to:

- Provide additional operating budget for project management and liaison with the Regional Water Quality Control Board (RWQCB).
- Provide additional operating budget for facilitation of leaking underground storage tank (LUST) Cleanup FUND (FUND) requirements.
- Obtain entrance under the San Diego RWQCB Orders R9-2008-0081 and R9-2008-0138 to accommodate the proposed remedial methods.
- Implement the prepared design of the source zone groundwater recirculation system (System) and downgradient in situ chemical oxidation (ISCO) pilot test (ISCO Pilot).
- Procure and manage appropriate contractors capable of preparing and implementing a traffic control plan incorporating all elements of work within the right-of-way acceptable to Client requirements.
- Finalize the design of, and prepare and submit permit application for, installation of seven groundwater remediation wells.
- Prepare and submit an encroachment permit for the installation of wells and associated infrastructure in the right-of-way.
- Procure and manage appropriate contractors capable of installing and developing seven groundwater remediation wells and associated vaults.
- Procure and manage appropriate contractors capable of installing the subsurface conduits, conveyance piping and appurtenances, electrical connections, and fenced treatment compound.
- Procure and manage appropriate contractors capable of installing all above-ground components of the System including the granular activated carbon (GAC) pre-treatment, effluent storage and amendment equipment, and automated controls.
- Provide construction management, quality assurance and oversight during System installation.

- Perform System start-up and troubleshooting during the initial week of operation.
- Perform 18 months of routine operations, maintenance, and monitoring (OMM); including System monitoring and optimization, routine effluent amendment applications, and GAC replacement.
- Implement a direct-push in situ chemical oxidation feasibility test (ISCO Study) in the downgradient portion of the plume and assess the efficacy of ISCO as a remedial alternative.
- Prepare a Mitigation Report for the RWQCB documenting implementation of the Revised IRA Workplan, completion of the ISCO Study, and providing the proposed methods for continued subsurface remediation at the Site if deemed necessary.
- Further assess the hydraulic gradient direction and magnitude of groundwater beneath the Site.
- Further assess the presence and concentrations of dissolved phase petroleum hydrocarbons and volatile organic compounds (VOCs) in the subsurface of the Site.

SCOPE OF SERVICES

TASK 1 USTCF MANAGEMENT

The estimated budget includes limited time to further facilitate the recovery of project costs from the FUND. An additional budget of \$5,000 for staff time has been allotted to the existing corresponding task to manage future reimbursement requests and correspondence with the FUND.

TASK 2 PROJECT MANAGEMENT AND REGULATORY AGENCY NEGOTIATION AND LIAISON

The estimated budget includes time (approximately 22 hours at senior project professional and 11 at project director) for project management activities such as subcontractor management, client communication and liaison, regulatory agency communication and liaison, attendance of meetings, compliance tracking and management, project status updates, and budget and invoice review. This budget assumes a 22-month project duration with 1.5 hours per month for the project management team.

TASK 3 FIELDWORK PREPARATION AND SUBCONTRACTOR MANAGEMENT

Site Health and Safety Plan

A Site health and safety plan (Plan) is required for the work conducted at the Site by workers within the exclusion zone pursuant to the regulations in 29 Code of Federal Regulations (CFR)

Part 1910.120 and Title 8 California Code of Regulations (CCR) Section 5192. A previously prepared Plan which outlined the potential chemical and physical hazards that may be encountered during the drilling and sampling activities will be updated as needed. The appropriate personal protective equipment and emergency response procedures for the Site-specific chemical and physical hazards will be detailed in this Plan. All field personnel involved with the field work will be required to read and sign the document in order to encourage proper health and safety practices.

Traffic Control and Encroachment Plan Preparation

Prior to implementing any work in the street SCS will manage the execution of traffic control and encroachment plans to accommodate the scope of services within the right-of-way. Please note that this contract amendment does not include costs for traffic control plan to be approved by a state of California-licensed professional engineer. Should this be required additional costs will be incurred.

Subcontractor Management and Scheduling

Prior to mobilizing for field work, SCS will notify and schedule the subcontractors including, but not limited to, the utility location contractor, the traffic control subcontractor, and the drilling company(ies). In addition, SCS will coordinate with the Client to ensure appropriate scheduling of field work.

TASK 4 PERMITTING

Preparation and Submittal of Groundwater Remediation Well Permit Application

Prior to conducting fieldwork, a monitoring well permit application will be completed and submitted to the DEH for approval along with the required fee. The permit application will reflect field methodology and monitoring well construction details. The permit application will be signed by a state-certified professional geologist and submitted to the DEH for approval. This proposal assumes that an encroachment permit will not be required for installation of the angled wells underneath East Valley Parkway.

RWQCB Permitting

Because the remediation involves the reintroduction of filtered groundwater back into the subsurface of the Site via wells and groundwater amendment introduction into the subsurface via wells and injection borings, entrance under RWQCB Orders R9-2008-0138 and R9-2008-0081 will be required prior to implementation.

In order to be entered under Orders R9-2008-0081 and R9-2008-0138, a Report of Waste Discharge (ROWD) signed by a state of California certified professional geologist must be submitted to the RWQCB before entrance under the Order can be granted. The ROWD must contain at a minimum the following:

- A copy of the Remedial Action Plan and the Site Conceptual Model for the site, including a description of the treatment system.
- A description of site-specific hydrogeologic characteristics including significant water bearing zones, aquitards, and hydraulic conductivity.
- The Hydrologic Unit, beneficial uses, and water quality objectives designated in the Basin Plan for the site.
- Characterization of the VOCs plume in groundwater.
- The background quality of groundwater not affected by the groundwater plume.
- Material Safety Data Sheets, and other product information for any materials to be used for remediation.
- Application rate(s), material type(s), and applied concentrations.
- Location of nearby supply wells.
- A Contingency Plan to be implemented to correct unacceptable water quality effects.

This task also includes permit fees (\$3,920) and funding of project support staffing.

Per the requirements of the RWQCB Orders, quarterly progress reports documenting all dissolved-phase plume remediation will be prepared and submitted to the RWQCB according to the following schedule.

Quarter	Months	Report Due Date
1 st	January, February, March	No later than April 30 th
2 nd	April, May, June	No later than July 30 th
3 rd	July, August, September	No later than October 30 th
4 th	October, November, December	No later than January 30 th

Quarterly progress reports will include a detailed description of the work performed, discussion of the results, and SCS' conclusions and recommendations, as appropriate. The progress reports will be peer-reviewed and signed by a state-certified Professional Geologist and will be uploaded to the RWQCB GeoTracker database in electronic deliverable format, pursuant to the requirements of Assembly Bill 2886.

TASK 5 UTILITY LOCATION AND VERIFICATION UNDER EAST VALLEY PARKWAY

Multiple subsurface utilities are present in the vicinity of the proposed directional borings which will require visual confirmation and documentation prior to drilling activities can begin. SCS will oversee the location via excavation for visual confirmation and documentation all subsurface utilities known by SCS and reported by the Client to be present in the immediate vicinity of the

proposed directional borings connecting the treatment compound to the extraction wells (including the natural gas and fiber optic utilities under the southern sidewalk). Utility location and verification will be conducted in accordance with the Client approved traffic control plan. All potholes will be backfilled with the excavated soil, compacted, and patched at the surface in accordance with the Client's specifications. Please note that this exercise is anticipated to take two consecutive days. The initial day will be comprised of the potholing and utility documentation with placement of cold-patch as the surface completion until we return the following day to replace the temporary cold patch with hot-patch asphalt to the Client's specifications.

TASK 6 REMEDIATION WELLS INSTALLATION

Installation of Additional Groundwater Remediation Wells

Additional remediation wells will be required downgradient of the Source Zone impacts to augment the existing injection well network to accommodate the source zone recirculation design, within the footprint of East Valley Parkway. In order to provide a groundwater injection location upgradient of MW3R, an additional well will be installed to the south of East Valley Parkway's southern sidewalk. Based on the available information, SCS is proposing the installation of seven, 4-inch diameter wells within and adjacent to East Valley Parkway.

Wells RW1, RW2, and RW3 are proposed to be constructed in the median of East Valley Parkway and wells RW4, RW5, and RW6 are proposed to be constructed on the northern boundary of East Valley Parkway to provide six locations immediately downgradient of the Source Zone to withdraw impacted groundwater and potentially be used as additional groundwater amendment injection points if necessary. Well RW7 is proposed to be installed approximately 10 feet south of MW3R to provide an additional injection point for amended groundwater.

The extraction wells will be constructed in boreholes advanced via hollow-stem auger, with screened intervals from approximately 15 to 30 feet below grade (ftbg) with a 5 feet sump (RW1 through RW6) and 10 to 25 ftbg with no sump (RW7). The wells will be constructed in general accordance with DEH guidelines and State of California requirements. All seven wells will be constructed with a 4-inch diameter well casing and high-flow screen. An appropriately graded filter pack material, such as Monterey Sand Number 3, will be used to maximize the conductivity of the well materials.

The wells will be surged during construction to settle the filter pack prior to installing the annulus seal. Development will be completed to provide better hydraulic communication with the surrounding saturated unconsolidated sediments and remove fines from the well casing by pumping water until the water quality parameters have stabilized within an acceptable range. The estimated budget includes two days of development. Development water will be placed in 55-gallon drums, which will be labeled and left in the immediate vicinity of MW2 pending receipt of analytical results and coordination of disposal is completed. After completion, the monitoring wells will need to be surveyed by the City of Escondido licensed land surveyor for both vertical and horizontal control. This will allow for an accurate estimate of groundwater elevation and gradient in general accordance with the regulations pursuant to AB2886. This contract

amendment includes costs for one day of traffic control implementation for each day of fieldwork in the right-of-way including one day to accommodate surveying the wells.

Please note that this budget assumes the disposal of 25 drums of non-hazardous soil and 6 drums of nonhazardous groundwater and decontamination water, should additional drums require disposal above this amount they will be charged to the Client at a cost of \$125 per drum.

TASK 7 CONDUIT INSTALLATION

As previously discussed, because conventional trenching from the northern to southern sidewalks within the right-of-way is not an option for subsurface conveyance piping directional borings will be advanced. Up to two directional borings will be advanced underneath East Valley Parkway so that water and electrical conduits can be constructed within the borings to connect all six extraction wells to the groundwater treatment compound on the south side of East Valley Parkway. Depth of the conduits below grade will be governed by the findings of the existing subsurface utility search but are anticipated to be approximately 6 feet below grade at the deepest. The directional borings will begin in the immediate vicinity of the proposed treatment compound and daylight north of the median (RW1, RW2, and RW3) and south of the northernmost curb of East Valley Parkway (RW4, RW5, and RW6). Each location where the directional boring is proposed to daylight will require the excavation of a sending/receiving pit approximately 3 feet wide by 5 feet long by 2 feet deep prior to initiation of boring.

Surface completions of the conduit will be flush-mounted, traffic-rated vaults approved by the Client for construction in the right-of-way. Please note that the completion of the directional borings will produce waste drilling fluids which will be stored on-Site until disposal is coordinated by the drilling contractor.

TASK 8 CONSTRUCTION OF SYSTEM PLUMBING AND TREATMENT COMPOUND

Installation of System Plumbing

Two trenches will require excavation immediately adjacent to the median and northern curb of East Valley Parkway to connect the proposed extraction wells to the water transfer and electrical conduit. The depth of these two trenches will be approximately 18 inches to accommodate the installation of conduit, compacted backfill, and pavement. The asphalt pavement will be cut and removed to facilitate the installation of the conveyance piping within the trenches. This Proposal assumes that trenching and backfill methods will be completed in general accordance with applicable Standard Design Drawings.

Trenches leading from existing remediation wells south of East Valley Parkway to the treatment compound will be excavated to an approximate depth of approximately 18 inches below grade. The schedule 40 polyvinyl chloride (PVC) conduit piping containing the system plumbing will be laid in the trenches, and the trenches will be subsequently backfilled with an appropriate amount of sand shade cover to improve the structural bearing capacity of the backfill material in the trench, and thus protect the piping materials from excessive applied loads after completion. Upon completion of the well and piping installation, the pavement will be repaired to the Client's

specifications. Additional excavated material that remains after work is completed shall be appropriately disposed of off-site.

SCS anticipates that this phase of the work will require approximately one week of field work to complete. SCS personnel will be on-site throughout the construction process to provide construction management and oversight as a part of the construction quality assurance (CQA) process.

Electric-powered, top-loading pumps equipped with dry-run switch technology and valves to control flow rates will be installed in the extraction wells after development has been completed.

Treatment Compound Construction and Components

The electrical panel, groundwater treatment equipment, transfer pump, pump controls, and related equipment will be installed in a treatment compound constructed on a concrete pad surrounded by chain-link fencing. Minor grading will be completed within the footprint of the treatment compound prior to pouring the pad and constructing the surrounding fencing. Untreated groundwater will be pumped into the treatment compound from the extraction wells via individual fluid lines to a collection manifold from which the water is transferred to an appropriately-sized holding tank subsequent to passing through a particulate bag filter. From the holding tank, the water will be pumped (via an electric transfer pump) through two granular activated carbon (GAC) vessels to strip dissolved petroleum hydrocarbons and VOCs.

Lastly, the treated groundwater will pass through a groundwater amendment mixing tank and oxygenation system designed to enrich the System effluent water with DO prior to reintroduction to the upgradient edge of the treatment zone. The treated and oxygenated System effluent will be pumped out of the treatment compound through a liquid return line, which will in turn lead to the four injection wells. A totalizing flow meter will be installed to the liquid return line in order to monitor the total volume of water that passes through the System.

The System will be constructed with sampling ports permanently constructed in the influent and effluent ends of the two GAC vessels as well as the System effluent for periodic collection of water samples to assess efficacy of the System and comply with RWQCB Order R9-2008-0138 requirements. Although the Site has yet to be entered under Order R9-2008-0138 with specific sampling and analyses requirements we anticipate collecting monthly samples from the System influent and effluent for TPHg and total petroleum hydrocarbons, diesel-range (TPHd) by the Department of Health Services Leaking Underground Fuel Tank Method, and for VOCs and the fuel oxygenates MTBE, ethyl tertiary-butyl ether (ETBE), tert amyl methyl ether (TAME), diisopropyl ether, and tertiary-butyl alcohol (TBA) by U.S. Environmental Protection Agency (EPA) Method 8260B. These monthly sampling events will also include the collection of a sample from the effluent of the lead GAC vessel for VOCs analyses to guide GAC change out frequency and an effluent duplicate sample for quality assurance purposes.

Electrical Installation, Controls, and Instrumentation

In order to operate the System at the Site, SCS will need to deliver power to the treatment compound. The System will require a single-phase 110 volt, 30-amp power source for the

groundwater oxygenator and a 220-volt, 30-amp power source to operate the extraction pumps, control panel, and transfer pump. Power can be provided to the treatment compound via temporary power drop from a nearby electrical pole. SCS will use a licensed electrician to design, permit, and install the final electrical connection for the System.

The System design includes controls and instrumentation to automate the System as much as possible to reduce costs associated with having a technician on-site, as well as provide an extra level of safety for operations. The controls will include flow control, automatic float switches to transfer extracted groundwater, and automated circuits that will shut-down the system in the event of a failure or problem.

SCS will also procure and install a remote telemetry package to monitor the System operations. The telemetry will allow for instant notification of any system shut-downs. Real time notification of system malfunction will be important for maintaining high run-time efficiency for the System, which will in turn allow for more effective remediation. The telemetry package will require a cellular modem for wireless communication.

TASK 9 SYSTEM START-UP (1 WEEK) AND TROUBLESHOOTING INCLUDING INITIATION OF ENHANCED AEROBIC BIOLOGICAL DEGRADATION

SCS will provide system start-up and troubleshooting during the first week of System operation. This includes five continuous days on-Site with the System equipment and Amendment vendor during System startup to observe and optimize the System operation and complete the initial application of Amendments to the treatment zone. SCS will closely monitor the influent and effluent flow rates and equipment performance during the first week of operation to increase System efficiency.

Enhanced Aerobic Bioattenuation via Groundwater Recirculation

Because DO alone often cannot provide the necessary mass of electron acceptor, a nutrient amendment that also provides secondary electron acceptors (nitrate, sulfate) will be added to the Effluent periodically to support facultative degradation of TPH constituents. By combining DO and secondary electron acceptor delivery, degradation of residual TPH constituents in the source zone should be achieved within a shorter timeframe.

In order to stimulate in-situ microbial degradation of residual petroleum hydrocarbons and VOC constituents, we are proposing the application of a nutrient product (CBN™), which contains nutrients specifically blended for in-situ bioremediation. We are also recommending the application of a proprietary aerobic bioremediation groundwater amendments PetroBac™. Both CBN™ and PetroBac™ will be supplied by the developer ETEC LLC of Washougal, Washington (<http://www.etccllc.com>). PetroBac™ is comprised of A2™, a hydrocarbon-degrading bacterial consortia, and EA™, a dilute surface-active agent that encourages slow desorption of adsorbed soil contaminants into the aqueous phase, where they can be subsequently degraded. Both products are defined hereafter as Amendments. In combination, these products have been demonstrated to stimulate aggressive biological degradation of residual TPH and VOC

constituents in the active remediation area. Application of these biological enhancements is designed to perform critical functions, including:

1. Supply of a large population of pre-acclimated bacteria to optimize initial growth of a healthy, in-situ, hydrocarbon-degrading microbial population.
2. Maximum contact between the dissolved contaminants and the bacteria due to the constant groundwater recirculation. Bioremediation is a contact technology – the bacteria must physically contact the BTEX and TPH food source and the electron acceptors (oxygen, nitrate, sulfate) to biochemically oxidize the contaminants to CO₂ and water.
3. Supply of critical nutrients (nitrogen, phosphorus, and potassium) and electron acceptors (nitrate and sulfate) to stimulate ongoing biological growth and activity.
4. Provide critical treatment and dosing, over time, to address CoC loading and release, particularly during seasonal groundwater fluctuations and related sorbed-phase releases.

The proposed products will be mixed with Effluent prior to reintroduction to the upgradient edge of the treatment zone via DPE1, DPE2, DPE3, and DPE4. During the initial week of System operation and troubleshooting, SCS will attempt to apply approximately 40 gallons of PetroBac™ and 8,000 pounds of CBN™ to the treatment zone via DPE1 through DPE4. Subsequent to the initial application of Amendments during the first week of System operation, periodic application of Amendments will be completed in “batches” on a monthly schedule (Task 9).

Recirculation System Operation

SCS has estimated costs to operate the System continuously at the Site for 18 months based on the time required to remove fifteen volumes of groundwater from within the treatment zone at a total extraction rate of 3.5 gallons per minute. At regular intervals during the operation of the System SCS will assess the efficacy of the remediation and evaluate the necessity for continued operation. A common criterion for assessing whether continued operation of the System is cost effective is the observation of asymptotic reduction in Source Zone dissolved-phase concentrations in nearby monitoring wells and extracted groundwater sample data (Influent).

The System will require the installation of a power lead from a nearby electrical pole and a water supply line to support on-Site remedial activities. Because competitive bids for the installation of electrical infrastructure were not available at the time this proposal was prepared, a budget allowance of \$6,500 has been budgeted for this portion of the project.

TASK 10 SYSTEM OPERATIONS, MAINTENANCE AND MONITORING (OMM) (PER MONTH)

After the System troubleshooting and initial application of Amendments has been completed, system operations will transition into routine operations, maintenance, and monitoring (OMM). The budget for this task includes staffing for weekly OMM visits and monthly Amendment applications, System influent and effluent monitoring as required by the required RWQCB

Orders, and GAC replacement. Remote telemetry will be designed to notify SCS in the event of a system shut-down so that the issue can be immediately addressed and resolved to maintain high run-time efficiency.

Reinjection of treated groundwater back into the subsurface via DPE1 through DPE4 is expected to generate localized mounding of shallow unconfined groundwater around the wells. Upon startup of the System water table rise in the vicinity of DPE1 through DPE4 will be monitored closely for effects on capture and injection zones of influence in order to assess the need for additional injection and/or extraction wells. It may be necessary to install additional infiltration infrastructure to deliver the amended groundwater upgradient of the treatment zone if DPE1 through DPE4 are found insufficient to receive the prescribed volume of fluid.

Should the presence of LNAPL be detected in the System influent the installation of additional engineering controls to the water treatment process (i.e., zeolite filtration vessel and/or phase separated hydrocarbon separator tank) will be designed and implemented to properly manage the additional waste stream.

Please note that this contract amendment does not include contingency costs for the installation of engineering controls for the detected presence of LNAPL in the extracted groundwater such as a skimmer or oil-water separator.

The length of System operation has been conservatively estimated based on Site conditions with the goal of achieving a risk based closure under the State Water Resources Low-Threat Underground Storage Tank Case Closure Policy. Actual time to achieve the targeted groundwater conditions may require less or more time than assumed. Efficacy of System operation will be continually assessed based on observations and analytical data produced during operation.

TASK 11 PREPARATION FOR DIRECT-PUSH ISCO FEASIBILITY TEST AND BASELINE GROUNDWATER MONITORING

PREPARATION AND SUBMITTAL OF SOIL BORING PERMIT

Prior to conducting fieldwork a soil boring permit application will be completed and submitted to the DEH for approval along with the required fee. The permit application will reflect soil boring advancement and backfill methodology. The permit application will be signed by a state-certified professional geologist and submitted to the DEH for approval.

UTILITY SEARCH AND MARKOUT

Prior to advancing the soil borings, Underground Service Alert (USA) will be notified and a geophysical company will be contracted with to perform a location and surface delineation of subsurface utilities in the vicinity of the proposed injection borings in order to minimize the likelihood of compromising an underground utility.

BASELINE GROUNDWATER MONITORING

To document baseline geochemical conditions prior to the initiation of the ISCO Study, wells MW9 and MW10 will be monitored for groundwater elevation, temperature, pH, oxidation-reduction potential (ORP), and DO conditions as well as groundwater sample collection for the following analyses:

- TPHg and TPHd (CA DHS LUFT Method)
- VOCs and fuel oxygenates including MTBE (EPA Method 8260B)
- Dissolved methane and carbon dioxide (AM20GAX);
- Nitrite, nitrate, and sulfate (EPA Method 9056);
- Alkalinity (SM 2320B)
- Total organic carbon (TOC) (EPA Method 9056 or equivalent);
- Dissolved iron, manganese, and potassium (EPA Method 6010B);

Well MW9 will also be sampled and analyzed for carbon C₁₂/C₁₃ using a compound-specific isotope analysis (CSIA) for MTBE. The purpose of this analysis will be to evaluate baseline data to be compared to results of similar analysis performed after the completion of the ISCO Study.

TASK 12 DIRECT-PUSH ISCO PILOT AND POSTINJECTION GROUNDWATER MONITORING

PILOT STUDY

SCS proposes to complete an ISCO feasibility study (ISCO Study) to provide sufficient baseline data to properly evaluate the feasibility of employing direct-push ISCO technology within the downgradient plume. The ISCO Study will consist of 2 days of direct-push drilling and injection activities in up to six borings (depending on injection success and final boring locations) completed in the immediate vicinity of monitoring wells MW9 and MW10 (Figure 3).

The recommended remedial method employs direct-push injection of a groundwater amendment targeted at stimulating the catabolic activity of indigenous microbes to accelerate the destruction of dissolved-phase contaminants. The ISCO Study will attempt to inject the groundwater amendment PermeOx Ultra®, which is engineered calcium peroxide produced by PeroxyChem, into the subsurface within the downgradient plume for dissolved-phase VOC mass reduction. PermeOx Ultra® is formulated to be readily applied to either source areas or plumes with mixed petroleum contamination to provide up to one year of oxygen release after applied.

As recommended by the PeroxyChem design, attempts will be made to inject approximately 90 gallons of 8.6% PermeOx slurry in each soil boring between the depths of approximately 10 to 15 feet below grade. The following parameters will be observed in each injection boring and recorded during the Study:

- Initial and average injection pressures
- Flow rate
- Achieved injection volume

SCS will also monitor MW9 and MW10 for changes in groundwater elevation and temperature within the well casing during the execution of the ISCO Study to assess the degree of communication between the injection points and monitoring well.

POST INJECTION GROUNDWATER MONITORING

To quantify changes caused by the ISCO Study, wells MW9 and MW10 will be monitored approximately 60 days after injection for groundwater elevation, temperature, pH, ORP, and DO conditions as well as groundwater sample collection for the following analyses:

- TPHg and TPHd (CA DHS LUFT Method)
- VOCs and fuel oxygenates including MTBE (EPA Method 8260B)
- Dissolved methane and carbon dioxide (AM20GAX);
- Nitrite, nitrate, and sulfate (EPA Method 9056);
- Alkalinity (SM 2320B)
- Total organic carbon (TOC) (EPA Method 9056 or equivalent);
- Dissolved iron, manganese, and potassium (EPA Method 6010B);

Monitoring well MW9 will also be sampled and analyzed for carbon C₁₂/C₁₃ using a CSIA for MTBE in order to provide a direct line of evidence that changes in dissolved-phase MTBE concentrations in this well were caused by mass destruction as opposed to dispersion. The data obtained from this sampling event will be compared to the data from the baseline sampling event to evaluate changes within the plume subsequent to the ISCO Study.

FEASIBILITY STUDY SUCCESS CRITERIA

Findings of the ISCO Study will identify whether direct-push injection can be feasibly used at the Site at full scale. The major criteria that will be used to identify whether direct-push injection and ISCO, more generally, are feasible to employ at the Site will include:

- Achieving approximately 75 percent of the prescribed injection volume per boring within the targeted injection depth range interval,
- Minimal daylightingⁱⁱ of amendment during or subsequent to injection,
- Achieving an injection flow rate of approximately 5 gallons per minute at a correlative pump pressure,
- Observing the increase in ORP to aerobic conditions sufficient for the oxidation of VOCs in shallow groundwater in the vicinity of the injection locations, and
- Observing the reduction of dissolved-phase VOCs in downgradient wells within the mobile home park.

ⁱⁱ Defined as an unintended appearance of injection liquids above grade.

TASK 13 GROUNDWATER MONITORING AND SAMPLING

In an effort to obtain groundwater samples more representative of aquifer conditions low-flow purging and sampling (ASTM designation D6771-02) methodology will continue to be performed on all 23 Site wells in conjunction with the existing semiannual sampling program for the one event remaining in the existing task budget. Water will be removed from each well with the use of a dedicated bladder pump. The pump intakes will be positioned within the upper half of the length of the wetted screen. Water will be pumped through a flow cell with a known operating volume, containing a calibrated water-quality meter capable of measuring pH, dissolved oxygen, conductivity, salinity, total dissolved solids, temperature, turbidity, and oxidation reduction potential. The water-quality meter probe assembly and associated low-flow cell will be decontaminated before purging groundwater from each well.

Water-quality measurements will be obtained from the water-quality meter each time that an approximate new low flow-cell volume of purged groundwater is purged from the well. This length of time will be deduced in the field by dividing the approximate operating flow cell volume by the current flow rate of the pump. After three stabilized consecutive water quality measurements, a groundwater sample will be collected from each well by bypassing the flow cell and pumping the sample directly into appropriate, laboratory-supplied containers. The samples will be labeled and placed in an ice-packed cooler for transport under chain of custody to the selected laboratory. Purge water will be stored on Site in a labeled drum for later disposal under manifest.

Groundwater Sample Analysis

SCS was able to negotiate a reduction in the required analysis for dissolved-phase petroleum hydrocarbons in nine downgradient wells to help preserve project related funds. The groundwater samples from wells MW1R through MW14 (14 samples) will be analyzed for TPHg and TPHd in general accordance with California Department of Health Service Leaking Underground Storage Tank (CADHSLUFT) Method.

Groundwater samples collected from all 23 wells will be analyzed for Volatile Organic Compounds (VOCs) including fuel oxygenates MTBE, DIPE, TAME, ETBE, and TBA in general accordance with EPA Method 8260B.

Decontamination rinsate and purged groundwater will be placed in 55-gallon drums, which will be labeled and left on Site (vicinity of well MW6) pending receipt of analytical results and evaluation of disposal options. SCS shall perform all necessary testing and submit all necessary documentation to licensed disposal facilities for the disposal of drummed decontamination water and purged groundwater. For budgetary purposes we have assumed the disposal of one 55-gallon drum as non-hazardous waste. Groundwater sampling events associated with this task are tentatively scheduled to be completed in May 2015 and November 2015.

TASK 14 PREPARATION OF GROUNDWATER MONITORING AND SAMPLING REPORT AND GEOTRACKER MANAGEMENT

At the completion of each groundwater sampling event a letter report (Report) will be prepared. The Report will include the following:

- Laboratory reports and chain-of-custody documents
- Figures indicating groundwater analytical results, groundwater elevation, and interpreted groundwater gradient direction
- CoC isoconcentration plots, CoC trend analyses, plume stability assessment and discussion
- Tabulated analytical results and appropriate support documentation

The Report will include a detailed description of the work performed, discussion of the results, and SCS's conclusions and recommendations, as deemed appropriate. The Report will be peer-reviewed and signed by a state-certified Professional Geologist.

Electronic Delivery Format (EDF) Reporting

All required data collected during the sampling events will be uploaded to the RWQCB GeoTracker database in electronic delivery format (EDF).

TASK 15 PREPARATION OF MITIGATION REPORT

Subsequent to the installation of the System and completion of the ISCO Study a letter Mitigation Report will be prepared and submitted to the RWQCB for review. The Mitigation Report will include discussion on the specifics and results of the System operation and ISCO Study and will include a detailed description of the work performed, discussion of the results, and SCS's conclusions and recommendations, as deemed appropriate.

The Report will be peer-reviewed and signed by a state of California-certified professional geologist. Also, all required information will be submitted in electronic delivery format (EDF) to the State Water Resources Control Board (SWRCB) Geotracker database.

TASK 16 PREPARATION OF FULL-SCALE ISCO DEPLOYMENT WORKPLAN

Subsequent to the completion of the ISCO Study a Remedial Workplan will be prepared and submitted to the RWQCB for review. The Remedial Workplan will include discussion on the specifics and results of the ISCO Study and will include a detailed description of the work performed, discussion of the results, and SCS's conclusions and recommendations, as deemed appropriate.

The Remedial Workplan will document the proposed methods for full-scale deployment of ISCO within the mobile home park if this technology is found to be feasible and additional downgradient plume mitigation is deemed necessary.

The Report will be peer-reviewed and signed by a state of California-certified professional geologist. Also, all required information will be submitted in electronic delivery format (EDF) to the State Water Resources Control Board (SWRCB) Geotracker database.

REMAINING SCOPE NOT CAPTURED IN THIS SCOPE CHANGE

Full Scale Deployment of Direct-Push ISCO

Based on the findings of the ISCO Study, full scale deployment of this remedial technology could be utilized to reduce sorbed- and dissolved-phase CoCs in the subsurface of the mobile home park. Data obtained from the ISCO Study will be interpreted to design a full-scale remedial design for the direct-push injection of PermeOx Ultra within the downgradient plume extent. Costs to implement a full-scale direct-push ISCO remediation throughout the entire downgradient plume extent are anticipated to be significant but may not be required if operation of the System provides sufficient contaminant mass removal to afford the Site a risk based closure under the State Water Resources Control Board's Low-Threat Underground Storage Tank Case Closure Policy.

Well Destruction

Subsequent to obtaining closure from the RWQCB additional scope not captured in this SSC13 will be required. All wells installed at the Site will require permitted destruction. SCS will prepare and submit the necessary well destruction permit application for all Site wells as required prior to Site closure can be granted. Subsequent to receiving the well destruction permit SCS will oversee the proper destruction, via overdrilling, of all on-Site wells. Waste drums produced from the well abandonment activities will be disposed of off-Site at a properly permitted disposal facility. We anticipate the well destruction activities requiring approximately 7 continuous working days to complete.

Site Decommissioning

All components of the System including pumps, extraction well vaults and piping trenches, System piping (excluding directional boring conduit), treatment compound fencing/shed, water supply, and electrical connections will be removed from the Site. All excavated conveyance trenching will be backfilled, roller-wheel compacted, and patched with hot-patch asphalt pavement to the Client's specifications. We anticipate the System decommissioning and Site restoration activities requiring approximately 5 continuous working days to complete.

COMPETITIVE BID PROCESS

Please note that competitive bids were sought out and obtained for the well installation, directional borings, System construction, System mechanical component vendors, and injection

subcontractor. The following table summarizes the competitive bids solicited to complete the proposed scope of services within this Proposal.

Bid Description	Bidder	Bid Amount*
Well installation	Cascade Drilling	\$18,725.00
	Pacific Drilling	\$21,795.75
Directional borings	California Boring	\$4,200.00
	Long's Directional Boring	\$6,500.00
System construction	Northstate Earth and Water, Inc.	\$53,396.00
	ACE Excavating	\$54,575.00
	SCS Engineers Field Services	\$70,310.00
Granular activated carbon water filtration system lease (per month)	Northstate Earth and Water, Inc.	\$500.00
	Prominent Systems, Inc.	\$550.00
	Pure Effect Incorporated	\$2,500.00
Injection subcontractor	Cascade Drilling	\$5,020.00
	Vironex, Inc.	\$6,125.00
Granular activated carbon change out services (per pound)	Prominent Systems, Inc.	\$1.53
	Pure Effect Incorporated	\$1.85

Notes:

* = does not include 10% SCS markup which is in accordance with FUND guidance

Competitive bid in **boldface**

ESTIMATED BUDGET AND SCHEDULE

SCS has attempted to conform the structure of the project staffing and staffing rates to the FUND guidelines. Please also note that in order to conform with Cleanup FUND guidance, our outside services markup and fee schedule rates for professional services have been adjusted (e.g., standard markup on subcontractors is 15%, for this project it is 10%).

SCS stands ready to execute the scope of services contained within this proposal immediately after receiving approval. Please refer to the following table for individual task amounts and the total proposal amount.

Mr. Edward Domingue
February 20, 2015
Page 19

Proposal 011079214
Subsurface Assessment and Remediation
SCS Engineers

Task	Cost
Task 1 USTCF Management	\$4,800.00
Task 2 Project Management and Regulatory Agency Negotiation and Liaison	\$5,800.00
Task 3 Fieldwork Preparation and Subcontractor Management	\$4,900.00
Task 4 Permitting	\$18,300.00
Task 5 Utility Location and Verification Under East Valley Parkway	\$10,000.00
Task 6 Remediation Wells Installation	\$36,515.00
Task 7 Conduit Installation	\$8,875.00
Task 8 Construction of System Plumbing and Treatment Compound	\$139,150.00
Task 9 System Start-Up (1 Week) and Troubleshooting Including Initiation of Enhanced Aerobic Biological Degradation	\$28,975.00
Task 10 System Operations, Maintenance and Monitoring (OMM) (18 months)	\$159,570.00
Task 11 Preparation for Direct-Push ISCO Feasibility Test and Baseline Groundwater Monitoring	\$4,600.00
Task 12 Direct-Push ISCO Pilot and Postinjection Groundwater Monitoring	\$13,800.00
Task 13 Groundwater Sampling (2 events)	\$19,800.00
Task 14 Preparation of Groundwater Monitoring Report and Geotracker Management (2 events)	\$9,660.00
Task 15 Mitigation Report Preparation	\$5,925.00
Task 16 Downgradient ISCO Workplan Preparation	\$4,300.00
Total	\$474,970.00*
Total with 5 percent contingency	\$498,718.50

THE TOTAL TIME AND MATERIALS COST FOR THE SCOPE OF SERVICES DESCRIBED HEREIN ARE ESTIMATED TO BE \$498,718.50 INCLUDING THE 5% CONTINGENCY.

* Please allow for a minimum 5 percent variance in the total estimated cost due to changed Site conditions or unanticipated circumstances.

The entire scope of services contained within this contract amendment is expected to take up to 22 months to complete. The following table provides an approximate monthly progress schedule for the proposed scope of services.

Mr. Edward Domingue
February 20, 2015
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Proposal 011079214
Subsurface Assessment and Remediation
SCS Engineers

Tasks	Months																					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
2	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
3	x	x																				
4			x																			
5			x																			
6				x																		
7				x																		
8				x																		
9					x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
10										x												
11											x											
12										x					x						x	
13																						
14													x									
15													x									

NOTE: This contract amendment is in general conformance with the previously executed Contract and Agreement for Services No. 01205515.00 between SCS and the Client. Please sign this page of the Proposal and email a scanned image to ketchells@scsengineers.com for countersignature. One fully executed copy of this signature page will be returned electronically for your records.

CLIENT AUTHORIZATION:

Signature Printed Name Date

SCS ENGINEERS AUTHORIZATION:

Signature Printed Name Date

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: April 22, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Diane Halverson, City Clerk

SUBJECT: Destruction of Records

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2015-50 authorizing the destruction of the specified Police Department Records set forth in Exhibit "A," which is attached to the resolution.

FISCAL ANALYSIS:

None

BACKGROUND:

The records identified for destruction are more than two years old, with the exception of routine Body-Worn Camera Video Recordings, which are no less than one year old. These records do not affect the title to real property or liens thereon, are not court records, are not evidence in any claim file or any pending litigation or potential claim or litigation, are not required to be kept further by a statute and are no longer required by the City.

Authority to destroy these records is requested as provided by California Government Code Section 34090 et seq. Said records consist of documents identified in Exhibit "A," attached to Resolution 2015-50. The Department Head and the City Attorney's office have reviewed the records for historical value and for compliance with the established retention requirements, and consent to their destruction.

Respectfully submitted,



Diane Halverson
City Clerk

RESOLUTION NO. 2015-50

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE DESTRUCTION OF
CERTAIN POLICE DEPARTMENT RECORDS
SET FORTH IN EXHIBIT "A"**

WHEREAS, the City Clerk of the City of Escondido has described and identified files and the listed Police Department Records that are more than two (2) years old, with the exception of routine Body-Worn Camera Video Recordings, which are no less than one year old. These records do not affect the title to real property or liens thereon, are not court records, are not required to be kept further by a statute and are no longer required by the City Clerk as listed in Exhibit "A", and are of a classification qualifying for destruction in accordance with the provisions of Government Code Section 34090 et seq.; and

WHEREAS, the City Attorney consents to the destruction of the described records in the certification and application of the City Clerk as set forth in the attached Exhibit "A", which is incorporated by this reference; and

WHEREAS, the City Clerk is authorized to certify the destruction of records, once destruction is complete, as set forth in Exhibit "A".

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

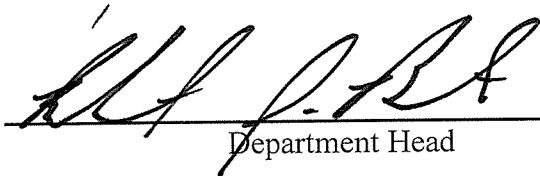
1. That the above recitations are true.
2. That the Council finds that there is good cause to approve the destruction of the identified records as set forth in Exhibit "A".



CITY OF ESCONDIDO DESTRUCTION OF PUBLIC RECORDS

I hereby certify that: the records listed below are more than two (2) years old, with the exception of routine Body-Worn Camera Video Recordings which are no less than one year old. These records do not affect the title to real property or liens thereon, are not court records, are not evidence in any claim file or any pending litigation or potential claim or litigation, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the legislative body of the City or of any City Board or Commission, and are no longer required by the City. I request authority to destroy same pursuant to Sections 34090 et seq., of the Government Code of California.

The following records may be destroyed, after approval by City Council, as specified by Government Codes 34090 et seq. Records in Category A qualify for destruction by being not less than one year old. These records are dated between March 1, 2014 and March 31, 2014. Records in Category B qualify for destruction by being not less than three years old. These records are dated between FY 2007 - FY 2011. Records in Category C qualify for destruction by being not less than three years old, and four years after audit. These records are dated between FY2001-FY2009.



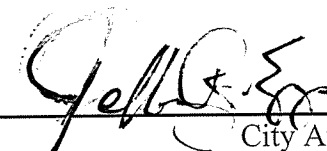
Department Head

Police Department

Department

4-13-15
Date

I have reviewed the above-described records for historical value and for compliance with the established retention requirements, and I consent to their destruction.



City Attorney

4-15-15
Date

I hereby certify that pursuant to the foregoing authority, the above-described records were destroyed on _____.

Name

Title

Date

CITY OF ESCONDIDO
DESTRUCTION OF PUBLIC RECORDS

- A. Records in Category A qualify for destruction by being not less than one year old, dated between March 1, 2014 and March 31, 2014.
1. Miscellaneous Contact – Body-Worn Camera Video Recordings, recorded between March 1, 2014 and March 31, 2014 (where such recordings are not evidence in any claim file or any pending litigation or potential claim or litigation):
 2. Incident Number – Body-Worn Camera Video Recordings, recorded between March 1, 2014 and March 31, 2014 (where such recordings are not evidence in any claim file or any pending litigation or potential claim or litigation):
- B. Records in Category B qualify for destruction by being not less than three years old, dated between FY2007-FY2011.
1. 0480-80 - Grants, Unsuccessful – Non-approved grants for city programs:

0480-80	Alcoholic Beverage Control – FY 2009
0480-80	Alcoholic Beverage Control – FY 2011
0480-80	BJA Edward Bryne Memorial Grant – FY 2007 ABC DUI Enforcement
0480-80	BJA Edward Bryne Memorial Grant – FY 2007 ALPR
0480-80	BJA Edward Bryne Memorial Grant – FY 2009 Civilian Employees
0480-80	BJA Edward Bryne Memorial Grant – FY 2009 COMP Stat
0480-80	BJA Edward Bryne Memorial Grant – FY 2009 COMP Stat
0480-80	BJA Edward Bryne Memorial Grant – FY 2009 EOC
0480-80	BJA Edward Bryne Memorial Grant – FY 2009 Forensics
0480-80	BJA Edward Bryne Memorial Grant – FY 2009 Street Team
0480-80	BJA Edward Bryne Memorial Grant – FY 2009 Youth Court
0480-80	DOJ Weed and Seed – FY 2008

CITY OF ESCONDIDO
DESTRUCTION OF PUBLIC RECORDS

C. Records in Category C qualify for destruction by being not less than three years old and four years after audit, dated between FY2001-FY2009.

1. 0480-70 - Grants, Successful -Grants for city programs obtained from County, State and Federal organizations, including Literacy grants:

0480-70	Alcoholic Beverage Control – FY 2007 (ABC067)
0480-70	Alcoholic Beverage Control – FY 2009 (ABC089)
0480-70	BJA Edward Bryne Memorial Grant – FY 2006 (GEBM06)
0480-70	BJA Edward Bryne Memorial Grant – FY 2008 (GEBM08)
0480-70	Office of Traffic Safety Seat Belt Grant – FY 2007 (GSBC07)
0480-70	Office of Traffic Safety Seat Belt Grant – FY 2007 (OTSA14)
0480-70	Office of Traffic Safety Seat Belt Grant – FY 2008 (GSBC08)
0480-70	Office of Traffic Safety Seat Belt Grant – FY 2009 (GSBC09)
0480-70	Office of Traffic Safety Sobriety Checkpoint Mini- Grant – FY 2008 (GDUI08)
0480-70	San Diego Law Enforcement Foundation - FY 2001
0480-70	San Diego Law Enforcement Foundation - FY 2002
0480-70	San Diego Law Enforcement Foundation - FY 2004
0480-70	San Diego Law Enforcement Foundation – FY 2006

ORDINANCE NO. 2015-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A PRELIMINARY, MASTER AND PRECISE DEVELOPMENT PLAN AND PREZONE FROM COUNTY ZONING TO PREZONE PD-R 1.9 AND RE-20 FOR THE AMANDA ESTATES PROJECT SITE AND ANNEXATION AREA CONSISTING OF APPROXIMATELY 14.8 ACRES OF LAND GENERALLY LOCATED ALONG AMANDA LANE, NORTH OF GAMBLE LAND, ALONG WITH PREZONE OF RE-20 AND RE-40 FOR EIGHT ADDITIONAL PARCELS IN CONFORMANCE WITH SB 244

Planning Case Nos.: SUB 13-0007, PHG 13-0034

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

SECTION 1. That proper notices of a public hearing have been given and a public hearing has been held before the City Council on this issue.

SECTION 2. That on March 10, 2015, the Planning Commission recommended approval (Resolution No. 6037) of the proposed Preliminary, Master and Precise Development Plan to develop 21 single-family residential clustered lots and a Prezone from County zoning to Prezone PD-R 1.9 (Planned Development Residential - 1.9 dwelling units per acre) for the approximately 11.2-acre Amanda Estates planned residential development site, and a designation of Prezone RE-20 (Residential Estates – 20,000 SF minimum lot size) for three additional adjacent developed parcels included in project annexation area. In compliance with SB 244 “Disadvantaged Unincorporated Communities,” the Planning Commission also recommended approval of the rezoning

**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.: 9

Date: April 22, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Annexation; Tentative Subdivision Map; Development Agreement; and Final Mitigated Negative Declaration (SUB 14-0002, PHG 14-0006, PHG 14-0007 and ENV 14-0003)

STAFF RECOMMENDATION:

It is requested that Council adopt Resolution Nos. 2015-44 and 2015-45, and introduce Ordinance No. 2015-10 approving the proposed Zenner Residential Tentative Subdivision Map; Development Agreement; Annexation; authorize application to the Local Agency Formation Commission (LAFCO); and adopt the Final Mitigated Negative Declaration.

PLANNING COMMISSION RECOMMENDATION:

On March 24, 2015, the Planning Commission voted unanimously (6-0) to recommend approval of the proposed Zenner project and annexation, and adoption of the Final Mitigated Negative Declaration.

PROJECT DESCRIPTION:

The proposed project consists of a 43-lot Tentative Subdivision Map that includes 40 single-family residential lots (1-40) and three open space lots (A, B and C) to accommodate storm water features. Proposed lot sizes range from approximately 10,000 SF – 19,474 SF. Annexation of the development site also is proposed along with one additional developed residential parcel, 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. The development would require a boundary adjustment to be recorded to detach a 15-foot by 318-foot 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 project includes the demolition of all of the on-site structures.

A Development Agreement is proposed with a five-year term that authorizes construction of the project in exchange for upgrading existing water, street and drainage infrastructure in the area, as well as additional fees toward future construction of priority street and drainage improvements in the North Broadway area. Proposed off-site improvements include widening Lehner Avenue and installation of appropriate storm drain facilities; widening of approximately 690 feet of the northern side of Vista Avenue (including curb, gutter and sidewalk) west of the development site to existing roadway improvements; widening of the western side of Ash Street from Lehner Avenue to Vista Avenue; widening a portion of the eastern side of Ash Street along three parcels

(APNs 224-142-19, -20 and -29) to the intersection of Vista Avenue; widening the northern side of Vista Avenue along the frontage of APN 224-142-20; intersection improvements to Ash Street/Vista Avenue including signalization; and transition improvements south of Vista Avenue, which would require the acquisition of a small section of right-of-way at the southwest corner and slope easements for off-site grading improvements along APN 227-010-57 (1781 N. Ash Street).

LOCATION:

The proposed development site is comprised of four parcels and generally located on the northwestern corner of Ash Street and Vista Avenue, and is bisected by Lehner Avenue. The project site is addressed as 510, 522 and 615 Lehner Avenue and 814 Vista Avenue (APNs 224-130-07, -08, -12 and -13). An additional developed parcel located on the northeastern corner of Ash Street and Vista Avenue (APN 224-142-20) also would be included in the annexation.

FISCAL ANALYSIS:

All LAFCO costs associated with the annexation would be paid by the applicant. All city development/permit fees to be paid by the applicant will be charged at the standard rates in effect at the time the permits are requested. In return for being allowed to proceed with residential construction prior to improving infrastructure in the area, the Development Agreement includes a term that requires the owner to pay \$12,500 per approved residential lot ("Deficiency Fee") to finance traffic and drainage improvements in the vicinity of the project, which amounts to \$500,000 for 40 lots. The project will be reimbursed up to \$431,576 of these fees for planned off-site improvements along Ash Street and Vista Avenue.

GENERAL PLAN ANALYSIS:

The Escondido General Plan land-use designation for the site is Suburban which allows up to 3.3 dwelling units per acre. Based on the yield provisions of the Suburban designation and net acreage of the project site of approximately 12.6 acres, up to 41 dwelling units/lots would be allowed. The proposed project density of 3.1 du/ac (12.6 acre net lot area/40 residential lots = 3.1 du/ac) is consistent with the Suburban designation.

ENVIRONMENTAL REVIEW:

A Draft Negative Declaration was prepared and issued for the proposed project for public review on January 27, 2015. Responses to agency comments received on the Draft MND have been incorporated into the Final MND. The findings of the environmental review are that the Initial Study identified impacts related to biological resources; hydrology and water quality; noise; and transportation/traffic that may be potentially significant. However, mitigation measures and project design features were developed to reduce the potential impacts to less-than-significant levels. All other project impacts studied were found to be less than a significant level. The Final MND can be viewed at the City of Escondido Planning Division, in the City Council Reading File and also is available in the Planning Division section of the City's website at the following link: <https://www.escondido.org/zenner-development-and-annexation.aspx>

BACKGROUND:

The project site is located within a larger unincorporated County 'island' that was pre-zoned R-1-10 (single family residential; 10,000 SF minimum lot size) in the early 1980s as part of a larger annexation effort of the entire 'island' involving several hundred acres. The proposed annexation was subject to a public vote of the residents within the affected area, which failed. Since that time several smaller annexations have been approved over the years reducing the size of the unincorporated 'island.' As part of the annexation process the applicant conducted a survey of surrounding property owners to determine whether adjacent unincorporated property owners were interested in joining the annexation. One additional developed property located on the northeastern corner Ash Street/Vista Avenue (approx. 0.99 acres) indicated interest in joining the City and is included in the annexation. The project applicant currently is in escrow to purchase this property.

The project site is located in the North Broadway Deficiency Area, which is an area identified by the Citywide Facilities Plan as having critical infrastructure deficiencies. Sections 33-1431 through 1433 of the Escondido Zoning Code require the implementation of a Development Agreement in conjunction with new residential development in this area to ensure the proposed project either provides facilities necessary to upgrade existing deficiencies or financially participates towards their solution. A Development Agreement has been attached to this staff report and the proposed terms of the agreement include the payment of a per-unit deficiency fee for priority street and drainage improvements, and upgrades to sewer and water infrastructure, along with off-site street and pedestrian improvements.

PLANNING COMMISSION RECOMMENDATION AND SUMMARY:

On March 24, 2015, the Planning Commission voted unanimously (6-0) recommending approval of the proposed annexation, residential development, street vacations/closure and adoption of the Final Mitigated Negative Declaration. Five speakers addressed the Planning Commission at the hearing and the Commission's discussion generally focused on the neighbor's concerns including the proposed closure of Lehner Avenue to through traffic; vacation of a portion of the unnamed street along the western property boundary; fencing around the project, and whether the Planning Commission would review the design and design/placement of future homes on the lots. There are no specific plans/designs for the future homes for each lot as the request only involves the subdivision of the subject site. Staff anticipates the project would be sold to a residential home developer and the future homes would include a mix of single- and two-story models. The design and placement of the homes on the individual lots now are reviewed at staff level, as the formal Design Review Board (DRB) was eliminated several years ago by the Council as part of the citywide program to streamline the entitlement process.

All of the commissioners expressed support for the project and noted the proposed off-site street improvements, sidewalks and signalization at Ash Street/Vista Avenue would be a valuable upgrade for the area, especially for students walking to nearby schools. The Commissioners recommended that a masonry wall be installed around the entire perimeter of the site and the final map include provisions to relinquish access to the unnamed street along the western perimeter of the Lots, which have been included in the project conditions of approval. The applicant agreed to incorporate a masonry perimeter wall in the final project design.

PUBLIC INPUT:

Staff received a letter from an adjacent property owner to the north (Maria Escobedo) that included a petition with 112 signatures of adjacent property owners/residents in opposition to the proposed closure of Lehner Avenue to through traffic. They also requested the proposed project provide appropriate paths for children walking to the nearby schools; provide bike paths/lanes and on-site recreational areas/park for the new residents. The project would provide sidewalks along all of the internal streets (Lehner Avenue) as well as along the perimeter frontage streets (Ash Street and Vista Avenue) where sidewalks currently do not exist. Although Lehner Avenue would be closed to through vehicular traffic, pedestrian access still would be provided through the gated portion of Lehner Avenue. The project also proposes to improve an off-site section of the northern side of Vista Avenue (to include curb, gutter and sidewalk) west of the site to improve pedestrian safety within the area. The closure of Lehner Avenue is further analyzed in the section below. Although a future Class II bicycle lane is identified along Ash Street in the City's Bicycle Facilities Master Plan, installation of bike lanes and signage only would take place when appropriate connection to existing or planned facilities are practical in order to ensure bicyclist safety. On-site recreational opportunities for each lot would be provided within individual private rear and side yards.

DISCUSSION:

Project Design – The project proposes 40 single-family residential lots ranging in size from 10,000 SF to 14,474 SF, which would be compatible with the range of single-family lot sizes existing and proposed throughout the area. All of the lots would orient inward towards the project and would take access either from Lehner Avenue or from the new cul-de-sac streets. The relatively flat topography throughout the majority of the site eliminates the need for extensive grading and taller manufactured slopes, and no grading exemptions are requested for the project. The tallest manufactured slopes are combination cut slopes/retaining walls generally located towards the southwestern corner of the site ranging from approximately 10 feet in height on Lot 1 to 20 feet in height on Lot 4. These slopes orient inwards towards the project and the subject lots would be situated lower than adjacent Vista Avenue. A six-foot-high masonry block wall would be installed around the perimeter of the project to provide visual screening/separation from adjacent properties and noise attenuation for the lots abutting Vista Avenue and Ash Street. The project has been designed to conform to current storm water requirements, which includes three bioswale/detention features located throughout the site. The storm water features, perimeter walls/fencing, and parkway landscaping along Vista Avenue and Ash Street would be maintained by the project HOA.

The residential properties immediately west of the project generally are situated at a slightly lower elevation (approx. 2 feet lower) than the western boundary of the project site. The proposed pad elevations for the lots along the western boundary (Lots 18 – 23) would be situated approximately 3.5 feet to 5 feet higher than the adjacent lots to provide appropriate drainage and sewer fall to the proposed new internal cul-de-sac street. Fill slopes associated with these lots range from approximately 4.5 feet in height towards the northwestern corner to six feet in height towards the southwestern corner. These slopes would be landscaped, including trees to soften views of the slopes and provide appropriate screening between adjacent properties on the west. The remaining 33-foot-wide portion of the unnamed street along the western property boundary would provide an additional setback/separation from the rear yards of existing homes and the new homes.

Lehner Avenue and Un-Named Street Closure/Vacation – Lehner Avenue bisects the subject site and currently allows through traffic between Ash Street and Vista Avenue. A portion of Lehner Avenue is proposed to be closed to through traffic with gates at the intersection with Vista Avenue, and only used for emergency access, public utilities and pedestrian access. Lehner Avenue would be improved to residential street standards (56' R-O-W) within the subdivision boundaries, and widened off-site to minimum 28 feet in width between the project's eastern boundary and Ash Street to provide for appropriate emergency vehicle and two-way travel, along with on-street parking on one side. The closure of through traffic along Lehner Avenue would eliminate the peak school cut-through traffic along this residential street and would require vehicle traffic to use the intersection of Ash Street/Vista Avenue, which are both wider Circulation Element streets that would be improved to City standards and signalized to better control the amount of existing and projected vehicle trips. The closure of Lehner is supported by staff because it would remove an intersection that does not conform to City standards due to the existing intersection angle, and also would eliminate potential vehicle turning conflicts because it does not line up with any of the streets to the south (Nina Place or Pheasant Place). Although Lehner Avenue would be gated to restrict through vehicular access, pedestrian access still would be maintained with an appropriate paved path and openings in the gates at both ends.

A 33-foot-wide portion of an unnamed and unimproved 66-foot-wide public street that abuts the western boundary of the site is proposed to be vacated and incorporated into the proposed lots (Lots 18 – 23 and Lot "B"). Staff feels vacation of the half-width portion of the street is appropriate because the street has not been improved or used to provide access to the project site. The proposed vacation also would not preclude any of the adjacent parcels from using the remaining 33-foot-wide remaining street section for accessory access to their properties if needed in the future. A gravel driveway section of the street is used to provide driveway access to a developed residential parcel fronting onto Vista Avenue immediately west of the project site. The driveway access would be reconstructed to this parcel with the proposed off-site improvements to Vista Avenue from the project boundary west to existing improvements at the Calvin Christian High School site. At the Planning Commission hearing, several residents expressed interest in potential vacation of the western half of the unnamed street to incorporate into their properties. In order to vacate additional portions of the right-of-way, all of the affected property owners would need to support the request and submit a formal request to be evaluated by staff and eventually the City Council at a separate public hearing.

Right-Of-Way Acquisition – Improvement and signalization of the intersection of Ash Street/Vista Avenue is a condition of the project and mitigation measure to offset the traffic impacts from the closure of a portion of Lehner Avenue to through traffic. In order to construct the necessary intersection improvements at Ash Street/Vista Avenue, the acquisition of off-site right-of-way is needed at the northeastern corner (APN 224-142-20) and also at the southwestern corner (APN 227-010-57). The project applicant recently has purchased the entire 0.99-acre parcel at the northeastern corner and also will need to obtain the right-of-way from the Monastery property located at the southwestern corner. The developer will need to obtain the right-of-way and any necessary off-site slope easements and/or permission to grade prior to certification of the Tentative Map and submittal of improvement plans. If the developer is unable to secure the necessary right-of-way, then eminent domain proceedings could be required.

Development Agreement - The North Broadway Deficiency Area allows the timely processing and development of residential projects in areas where known infrastructure deficiencies exist when accompanied by a Development Agreement. The Development Agreement facilitates the

construction of public infrastructure necessary to upgrade existing deficiencies and/or includes a proportionate share payment towards neighborhood infrastructure. The proposed Development Agreement would be in effect for five years and would extend the life of the Tentative Map for that same period. The proposed terms in the agreement list specific obligations that are the responsibility of both the developer ("Owner") and the City. A copy of the proposed Development Agreement is attached with this report and the key terms for the Owner/Developer include the following:

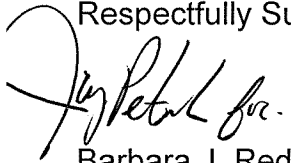
- Owner pays current fee rates in effect at the time fees are incurred.
- Owner pays the City \$12,500 per approved residential lot ("Deficiency Fee") to finance traffic and drainage improvements in the vicinity of the project.
- Signalization of North Ash Street & Vista Avenue to include reimbursement of any funds collected towards the signalization of this intersection from the developer or owner of any tract or subdivision within the Stanley/Lehner Block.
- North Ash Street. & Vista Avenue Intersection Improvements. Prior to the issuance of a building permit, Owner shall directly reimburse Eight Hundred and Twenty-Five dollars (\$825) per unit (\$80,000/97 units), for each unit subject to this Agreement, to the developer or owner of any tract or subdivision within the Stanley/Lehner Block who has previously improved the intersection by completing the construction of the intersection and dedicated turn lanes on all approaches.
- Vista Avenue off-site improvements along the frontage of five parcels west of the project site (APNs 224-120-01, -10, -11, -12 and -36) to local collector standards including contiguous and non-contiguous sidewalk and rehabilitation/reconstruction of a portion of the existing roadway. Upon completion of these improvements by Owner/Developer, the City will waive \$359,455.00 of the Project's North Broadway Deficiency fee.
- Construct a new 8-inch sewer line in Ash Street from Lehner Avenue to Vista Avenue for the public benefit of future users and will be entitled to apply to the City for a reimbursement agreement for properties that connection to this line for a period of 10 years.
- Ash Street off-site frontage improvements along two parcels (APN 224-142-19 and -29) to Local Collector standard including contiguous sidewalk and parkway landscaping. Upon completion of these improvements the City will waive or reimburse \$72,121.00 of the Project's North Broadway Deficiency Fees.

The proposed Development Agreement obligates the City to the following terms:

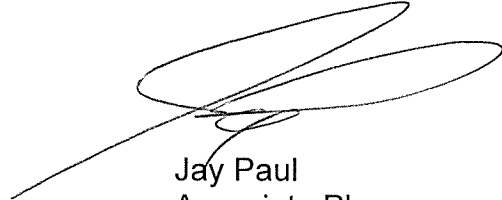
1. City allows Owner to perform onsite project grading and offsite road construction and water line installation prior to approval of a Final Map subject to approval of customary plans and agreements.
2. City guarantees sewer connection rights for a period of one year.

Staff feels the Deficiency Fee that was established for the North Broadway area and applied to other recently approved projects, and other terms proposed in the Development Agreement are reasonable and prudent because the agreement will allow the construction of the residential development, including street and water/sewer line improvements in a coordinated fashion that will result in reduced costs while maximizing public and private resources to construct necessary public infrastructure in the area at the earliest practicable time.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Barbara J. Redlitz".

Barbara J. Redlitz
Director of Community Development

A handwritten signature in black ink, appearing to read "Jay Paul".

Jay Paul
Associate Planner

CITY OF ESCONDIDO

MINUTES OF THE REGULAR MEETING OF THE
ESCONDIDO PLANNING COMMISSION

March 24, 2015

The meeting of the Escondido Planning Commission was called to order at 7:00 p.m. by Chairman Weber in the City Council Chambers, 201 North Broadway, Escondido, California.

Commissioners present: Jeffery Weber, Chairman; Bob McQuead, Vice-chairman; Guy Winton, Commissioner; Ed Hale, Commissioner; Gregory Johns, Commissioner; James Spann, Commissioner; and Don Romo, Commissioner.

Commissioners absent: None.

Staff present: Bill Martin, Deputy Planning Director; Owen Tunnell, Principal Engineer; Jay Paul, Associate Planner; Homi Namdari, Assistant City Engineer; Gary McCarthy, Deputy City Attorney; and Ty Paulson, Minutes Clerk.

MINUTES:

Moved by Commissioner Spann, seconded by Chairman Weber, to approve the minutes of the March 10, 2015, meeting. Motion carried. Ayes: Spann, Johns, McQuead, Weber, Hale, and Winton. Noes: None. Abstained: Romo. (6-0-1)

WRITTEN COMMUNICATIONS – Received.

FUTURE NEIGHBORHOOD MEETINGS – None.

ORAL COMMUNICATIONS – None.

PUBLIC HEARINGS:

1. **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: The proposed project consists of a 43-lot Tentative Subdivision Map on approximately 13.97 acres to include 40 single-family residential lots and 3 open space lots to accommodate on-site storm water facilities. The development also includes annexation of the development site (APNs 224-130-07, 08, 12 and -13) into the City of Escondido, along with one additional developed residential parcel (APN 224-142-20), and three street segments: Lehner between Vista and Ash; Ash between Lehner and Vista; and Vista 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. A Development Agreement is proposed to address the construction and timing of on- and off-site infrastructure improvements along with additional fees toward future construction of priority street and drainage improvements in the North Broadway Deficiency Area. The development would require a boundary adjustment to be recorded for a 15-foot by 318-foot strip of land on the north side of the site that would remain within the County jurisdiction and benefit an adjacent property owner. The project includes the demolition of all of the on-site structures. Proposed off-site improvements include widening Lehner Avenue and installation of storm drain facilities; widening of approximately 690 feet of the northern side of Vista Avenue (including curb, gutter and sidewalk) west of the development site to existing roadway improvements; widening of the western side of Ash Street from Lehner Avenue to Vista Avenue; widening a portion of the eastern side of Ash Street along three parcels (APNs 224-142-19, -20 and -29) to the intersection of Vista Avenue; widening the northern side of Vista Avenue along the frontage of APN 224-142-20; and intersection improvements to Ash Street/Vista Avenue including signalization; and transition improvements south of Vista Avenue, which would require the acquisition of a small section of right-of-way at the southwest corner and slope easements for off-site grading improvements along APN 227-010-57 (1781 N. Ash Street). The proposal also includes the adoption of the environmental determination prepared for the project.

LOCATION: The proposed development site generally is located on the northwestern corner of Ash Street and Vista Avenue, and is bisected by Lehner Avenue (APNs 224-130-07, -08, -12 and -13). An additional developed parcel located on the northeastern corner of Ash Street and Vista Avenue (APN 224-142-20) also would be included in the annexation.

Jay Paul, Associate Planner, referenced the staff report and noted staff issues were the appropriateness of the project design, closure and vacation of a portion of Lehner Avenue and vacation of the unnamed street, the appropriateness of the annexation boundaries, and whether the proposed Development Agreement adequately addresses infrastructure deficiencies in the area. Staff recommended approval based on the following: 1) Staff felt the design and orientation of the proposed 40 single-family residential lots is appropriate because each lot meets the design standards of the proposed R-1-10 zone; the size of the lots would be compatible with the surrounding development patterns and lot sizes; adequate on-site and on-street parking would be provided; appropriate utilities are available to serve the project site; all traffic related impacts would be mitigated; the project would not adversely impact any sensitive resources; and no grading exemptions are needed; 2) The annexation area was located in the city's Sphere of Influence within an 'island' of unincorporated territory surrounded by Escondido's corporate boundaries. Including this territory with the City will reduce the fragmented jurisdictional boundaries and enhance efficiencies for

providing services to affected residents by consolidating public services. The subject parcels previously were rezoned to R-1-10 to correspond to their underlying Escondido General Plan land-use designation of Suburban, that allows a maximum density of up to 3.3 dwelling units per acre (du/ac) and minimum lot size of 10,000 SF. The Local Agency Formation Commission (LAFCO), which oversees all annexation activity, has reviewed the proposed annexation boundary, and indicated initial support for the proposed annexation area. The proposed annexation area is contiguous with the City boundary on the west and southwest, and all services can be provided to the site. The proposed annexation/reorganization would allow for the orderly development of the City without adversely affecting adjacent properties. Although the annexation would result in the creation of a small county island, the remaining county area would not adversely impact the ability to provide continued public and other services to the four remaining county parcels. These parcels only are separated from adjacent county parcels to the north by Lehner Avenue and the property owners do not want to be included in the annexation; and 3) Staff felt the Deficiency Fee and other terms proposed in the Development Agreement are reasonable and prudent because the agreement will allow the construction of the residential development, along with appropriate street, water and sewer line improvements in a coordinated fashion that will result in reduced costs while maximizing public and private resources to construct necessary public infrastructure at the earliest practicable time.

Commissioner McQuead and staff discussed the proposed design and location for the project's sound walls.

Commissioner McQuead and Mr. Paul discussed the pad elevations for Lots 1 and 4.

Commissioner Johns asked if the Commission would provide input during the design review phase for this project. Mr. Paul replied in the negative. Mr. Martin noted that the project before the Commission was a land subdivision. The future home designs are typically reviewed at the administrative level.

Discussion ensued regarding a clarification of the purview of the Commission with regard to its role in the design review process.

Commissioner Hale asked if there were published architectural design standards that the proposed project would be subject to. Mr. Martin replied in the negative.

Chairman Weber asked if staff confirmed that access could be provided to the off-site properties adjacent to the western boundary of the site if the proposed vacation of the unnamed street was approved. Mr. Paul replied in the affirmative.

Chairman Weber and staff discussed the proposed access to the subject property in relation to the County's 40-foot minimum street access.

drainage issues occurring along the sides of the property and asked that this be mitigated. He also asked that the house heights for Lots 20-22 be limited to single story so as to preserve his views.

Commissioner McQuead asked staff if the area identified by Mr. Perish would become a road. Mr. Tunnell replied in the negative.

Commissioner McQuead asked if staff was aware of any engineering issues with regard to installing solid walls along the perimeter of the subject property. Mr. Paul stated that typically this type of detail was not required as part of tentative maps.

Commissioner McQuead asked if the unnamed street could be vacated to the existing property owners. Mr. Tunnell replied in the affirmative.

Chairman Weber referenced Page 6 of the staff report and asked if the unnamed street, as being a fee ownership, could be vacated. Mr. Tunnell replied in the affirmative.

Commissioner Hale questioned why the applicant was not being required to underground the utilities northbound of Ash on Vista. Mr. Tunnell stated that the utilities would have to be undergrounded or a waiver fee would have to be paid.

Commissioner Hale asked Mr. Kaye if he had an opportunity to meet with any homeowners in the area. Mr. Kaye stated that the only communication so far was a petition that was submitted. He noted that they would be responsible for ensuring everyone still had utilities in the area. He stated that a block wall would be provided around the perimeter of the property. He also stated that another project in the area would be improving Ash Street going south to Vista Avenue with sidewalks and street improvements.

Commissioner Hale felt it would be reasonable to condition the project to be responsible for preparing the vacation of unnamed street. He also felt the project should be conditioned to install block walls for Lots 20-23 and 34 and 35.

Commissioner Winton asked if the project was being conditioned to relinquish access along the unnamed street which would only be half of the street thus still allowing access. Mr. Tunnell replied in the affirmative.

Commissioner Winton and Mr. Namdari discussed the process for vacating the unnamed street.

Commissioner Spann suggested conditioning the project to have a masonry wall around the perimeter of the project as the applicant had agreed to. He also concurred with requiring vacating the unnamed street.

Commissioner Spann asked if the City would be in favor of vacating half of the unnamed street. Mr. Namdari replied in the affirmative. He then provided a brief description of the process for vacating the unnamed street.

ACTION:

Moved by Commissioner Winton, seconded by Commissioner Spann, to approve staff's recommendation. The motion included the project being conditioned to add masonry walls to all perimeter property lines, and conditioned to require the developer relinquish access to the western side of the unnamed street on the western boundary of the development. Motion carried unanimously. (7-0)

CURRENT BUSINESS:

1. Discussion regarding duties of the Chairman.

Bill Martin, Deputy Planning Director, noted that the selection of the Chairman and Vice-chairman would be put on the next agenda. He then referenced the role of the Chairman and Vice-chairman.

2. Discussion of the Planning Commission's interest in a public workshop on SANDAG's Draft "San Diego Forward – The Regional Plan," anticipated to be released in May 2015.

Bill Martin, Deputy Planning Director, referenced the handout and asked if the Commission was interested in a presentation of SANDAG's Draft. The Commission concurred with inviting SANDAG to provide a presentation to the Commission.

CURRENT BUSINESS: None.

ORAL COMMUNATIONS: None.

PLANNING COMMISSIONERS: None.

ADJOURNMENT:

Chairman Weber adjourned the meeting at 8:38 p.m. The next meeting was scheduled for April 14, 2015, at 7:00 p.m. in the City Council Chambers, 201 North Broadway, Escondido, California.

Bill Martin, Secretary to the Escondido
Planning Commissioner

Ty Paulson, Minutes Clerk

REVISED CONDITIONS OF APPROVAL
“Zenner Development”
SUB 14-0002, PHG 14-0006, PHG 14-0007, ENV 14-0003

Include the following Project Mitigation Measures:

15. T-1: N. Ash Street / Lehner Avenue - The applicant/developer shall improve this intersection within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction, including frontage improvements to existing curbs, gutters, sidewalks and/or driveways that abut the proposed widened roadway. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).
16. T-2: N. Ash Street / Vista Avenue - The applicant/developer shall improve this intersection with traffic signals, dedicated turn lanes on all approaches within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue), and any street realignment necessary. School related signing and striping should be implemented at the intersection per the MUTCD. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction, including frontage improvements to existing curbs, gutters, sidewalks and/or driveways that abut the proposed widened roadway.
17. T-3: No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods.

Jay Paul

From: Don Parrish-Bell <djpb@pacbell.net>
Sent: Tuesday, March 24, 2015 6:43 PM
To: Jay Paul
Subject: Case # ENV 14-0003

ATTN: Jay Paul
Planning Division,
City of Escondido

RE: Case # ENV 14-0003

We have serious concerns regarding the project that will add 47 homes on Lehner, and eventually 95 homes on Stanley, east of Ash Street.

Closing Off Lehner at Ash Street:

We believe that closing off Lehner will have exactly the opposite effect to that stated in the planning proposal. Presently there is a considerable amount of traffic on Stanley, going south on Ash, and dropping off children from Rincon Elementary School in the morning. A large percentage of this uses Lehner as the return path. Blocking off Lehner means that ALL of the school traffic will use Stanley. The proposed gating at the end of Lehner does not provide access to the planned new homes. They all will be cul-de-sacs facing Vista. After all the problems that have occurred throughout the nation, parents are terrified to let their children walk to school. Blocking off Lehner would mean a lot of traffic trying to drop off children then turn around on Lehner to head back out to Vista Way.

Opening Strip Between Properties for Public Traffic Access:

The second major problem we have is the intention of opening the easement (known as "lot line adjustment" in your proposal) for public access. This would add traffic down our driveway, and would cause a security concern, since we have no fences on that side of our property. Not to mention that the narrow strip is too narrow for automobile traffic.

General Concerns Regarding Overbuilding:

In general, we find these additions of large numbers of homes to be irresponsible on the part of developers and the City of Escondido. Highest on the list of concerns. NASA and JPL studies have shown that we do not have enough water resources to support what we have now. (For example: <http://www.pbs.org/newshour/rundown/californias-groundwater-loss-mean-entire-u-s/>) Not only is there a problem with water being supplied from the Colorado River, but we are losing ground water. There is one desalination plant being constructed at the moment, but it will only be able to supply 300,000 homes. We will need many more than this.

Next is the power grid. The power grid has been improved, but still not sufficient to power hundreds of new homes. As a minimum, the builders should be required to incorporate PV solar panels in every project.

As in past projects of this sort, these are being developed by companies who don't live here, don't care about the effects they will cause (more traffic, more pollution, more burden on water, electricity, telecommunication resources, natural gas, and light pollution) and destroy the lifestyle of the area.

Sincerely,

The residents at 511 Stanley Avenue

(Don Parrish-Bell, Randy Parrish-Bell, Deborah Neisch, Russell Parrish)

PLANNING COMMISSION

Agenda Item No.: G.1
Date: March 24, 2015

CASE NUMBER: SUB 14-0002, PHG 14-0006, PHG 14-0007, ENV 14-0003

APPLICANT: Pacific Land Investors, LLC

LOCATION: The proposed development site is comprised of four parcels and generally located on the northwestern corner of Ash Street and Vista Avenue, and is bisected by Lehner Avenue. The project site is addressed as 510, 522 and 610 Lehner Avenue and 814 Vista Avenue (APNs 224-130-07, -08, -12 and -13). An additional developed parcel located on the northeastern corner of Ash Street and Vista Avenue (APN 224-142-20) also would be included in the annexation.

TYPE OF PROJECT: Tentative Subdivision Map, Development Agreement and Annexation

PROJECT DESCRIPTION: The proposed project consists of a 40-lot single-family residential Tentative Subdivision Map on approximately 13.97 acres to include 3 open space lots to accommodate storm water features. Proposed lot sizes range from approximately 10,000 SF – 19,474 SF. Annexation of the development site also is proposed along with one additional developed residential parcel, 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. The development would require a boundary adjustment to be recorded to detach a 15-foot by 318-foot 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 project includes the demolition of all of the on-site structures.

A Development Agreement is proposed with a five-year term that authorizes construction of the project in exchange for upgrading existing water, street and drainage infrastructure in the area, as well as additional fees toward future construction of priority street and drainage improvements in the North Broadway area. Proposed off-site improvements include widening Lehner Avenue and installation of appropriate storm drain facilities; widening of approximately 690 feet of the northern side of Vista Avenue (including curb, gutter and sidewalk) west of the development site to existing roadway improvements; widening of the western side of Ash Street from Lehner Avenue to Vista Avenue; widening a portion of the eastern side of Ash Street along three parcels (APNs 224-142-19, -20 and -29) to the intersection of Vista Avenue; widening the northern side of Vista Avenue along the frontage of APN 224-142-20; intersection improvements to Ash Street/Vista Avenue including signalization; and transition improvements south of Vista Avenue, which would require the acquisition of a small section of right-of-way at the southwest corner and slope easements for off-site grading improvements along APN 227-010-57 (1781 N. Ash Street).

- STAFF RECOMMENDATION:**
1. Approval of the proposed Annexation, Tentative Subdivision Map, Development Agreement and street vacations.
 2. Adopt the Final Mitigated Negative Declaration.

GENERAL PLAN DESIGNATION: Suburban (up to 3.3 dwelling units per acre)

ZONING: Existing County: Semi-Rural Residential 1 du/ac.

Existing City: PZ R-1-10 (Pre-zone Single-Family Residential – 10,000 SF min. lot size)

BACKGROUND/SUMMARY OF ISSUES: The 13.9-acres proposed for the Tentative Map is within a larger unincorporated County 'island' that was pre-zoned R-1-10 (single family residential; 10,000 SF minimum lot size) in the early 1980s. Annexation of the entire 'island' involving several hundred acres was attempted at that time. Based on the territory's acreage and number of property owners the annexation was subject to a public vote of the residents within the affected area, which failed. Since that time several smaller annexations have been approved over the years reducing the size of the unincorporated 'island.' As part of the annexation process the applicant conducted a survey of surrounding property owners to determine whether adjacent unincorporated property owners were interested in joining the annexation. One additional developed property located on the northeastern corner Ash Street/Vista Avenue (approx. 0.99 acres) is included in the annexation.

The project site is in the North Broadway Deficiency Area, which is an area identified by the Citywide Facilities Plan as having critical infrastructure deficiencies. Sections 33-1431 through 1433 of the Escondido Zoning Code require the implementation of a Development Agreement in conjunction with new residential development in this area to ensure the proposed project either provides facilities necessary to upgrade existing deficiencies or financially participates towards their solution. A draft Development Agreement Term Sheet has been attached to this staff report. The proposed terms of the agreement include the payment of a per-unit deficiency fee for priority street and drainage improvements, and upgrades to sewer and water infrastructure, along with off-site street and pedestrian improvements.

Staff feels that the issues are as follow:

1. Appropriateness of the project design, closure and vacation of a portion of Lehner Avenue and vacation of the unnamed street.
2. Appropriateness of the annexation boundaries.
3. Whether the proposed Development Agreement adequately addresses infrastructure deficiencies in the area.

REASONS FOR STAFF RECOMMENDATION:

1. Staff feels the design and orientation of the proposed 40 single-family residential lots is appropriate because each lot meet the design standards of the proposed R-1-10 zone; the size of the lots would be compatible with the surrounding development patterns and lot sizes; adequate on-site and on-street parking would be provided; appropriate utilities are available to serve the project site; all traffic related impacts would be mitigated; the project would not adversely impact any sensitive resources; and no grading exemptions are needed.
2. The annexation area is located in the city's Sphere of Influence within an 'island' of unincorporated territory surrounded by Escondido's corporate boundaries. Including this territory with the City will reduce the fragmented jurisdictional boundaries and enhance efficiencies for providing services to affected residents by consolidating public services. The subject parcels previously were pre-zoned to R-1-10 to correspond to their underlying Escondido General Plan land-use designation of Suburban,

that allows a maximum density of up to 3.3 dwelling units per acre (du/ac) and minimum lot size of 10,000 SF.

The Local Agency Formation Commission (LAFCO), which oversees all annexation activity, has reviewed the proposed annexation boundary, and indicated initial support for the proposed annexation area. The proposed annexation area is contiguous with the City boundary on the west and southwest, and all services can be provided to the site. The proposed annexation/reorganization would allow for the orderly development of the City without adversely affecting adjacent properties.

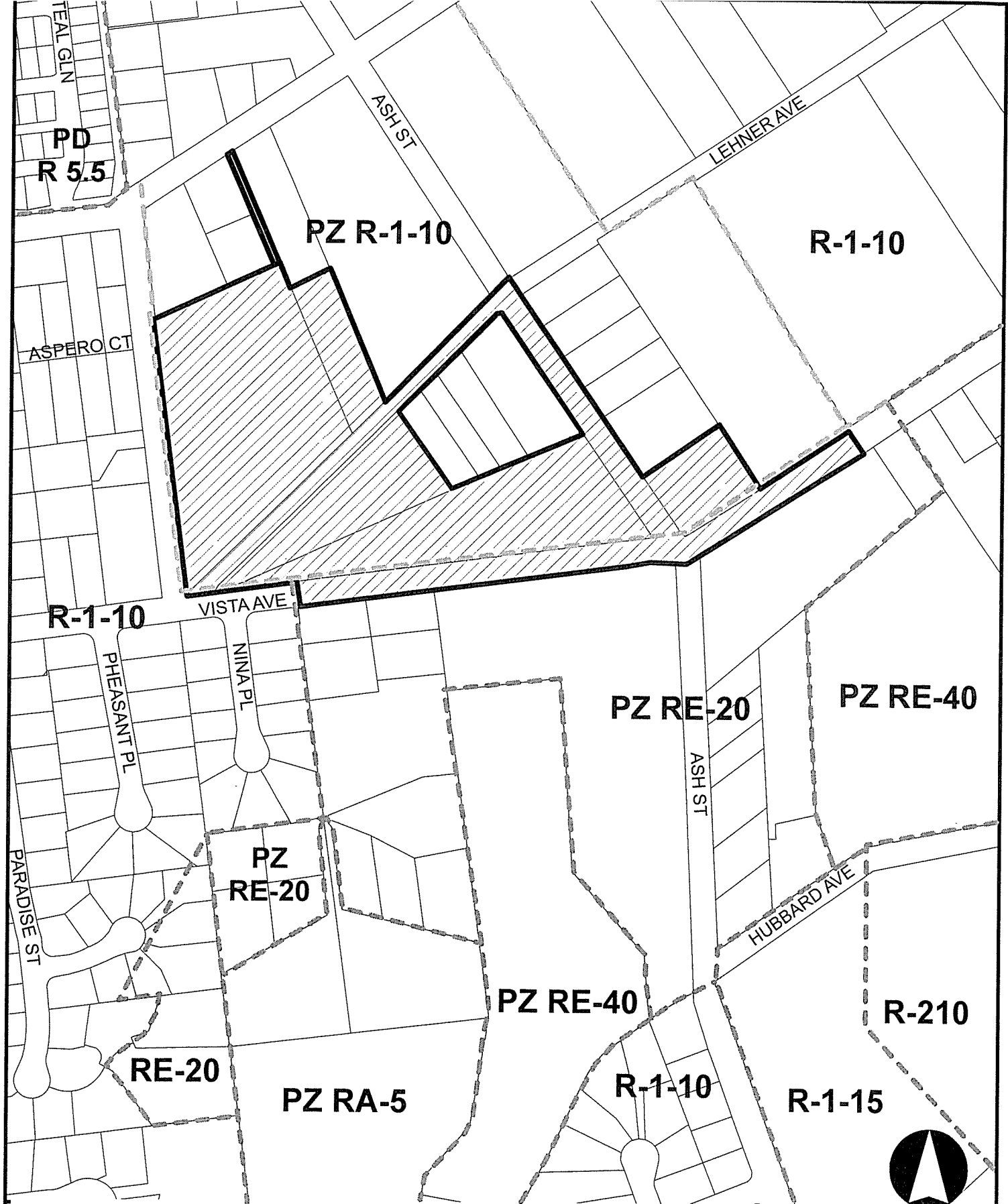
Although the annexation would result in the creation of a small county island, the remaining county area would not adversely impact the ability to provide continued public and other services to the four remaining county parcels. These parcels only are separated from adjacent county parcels to the north by Lehner Avenue and the property owners do not want to be included in the annexation.

3. Staff feels the Deficiency Fee and other terms proposed in the Development Agreement are reasonable and prudent because the agreement will allow the construction of the residential development, along with appropriate street, water and sewer line improvements in a coordinated fashion that will result in reduced costs while maximizing public and private resources to construct necessary public infrastructure at the earliest practicable time.

Respectfully Submitted,

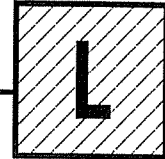


Jay Paul
Associate Planner

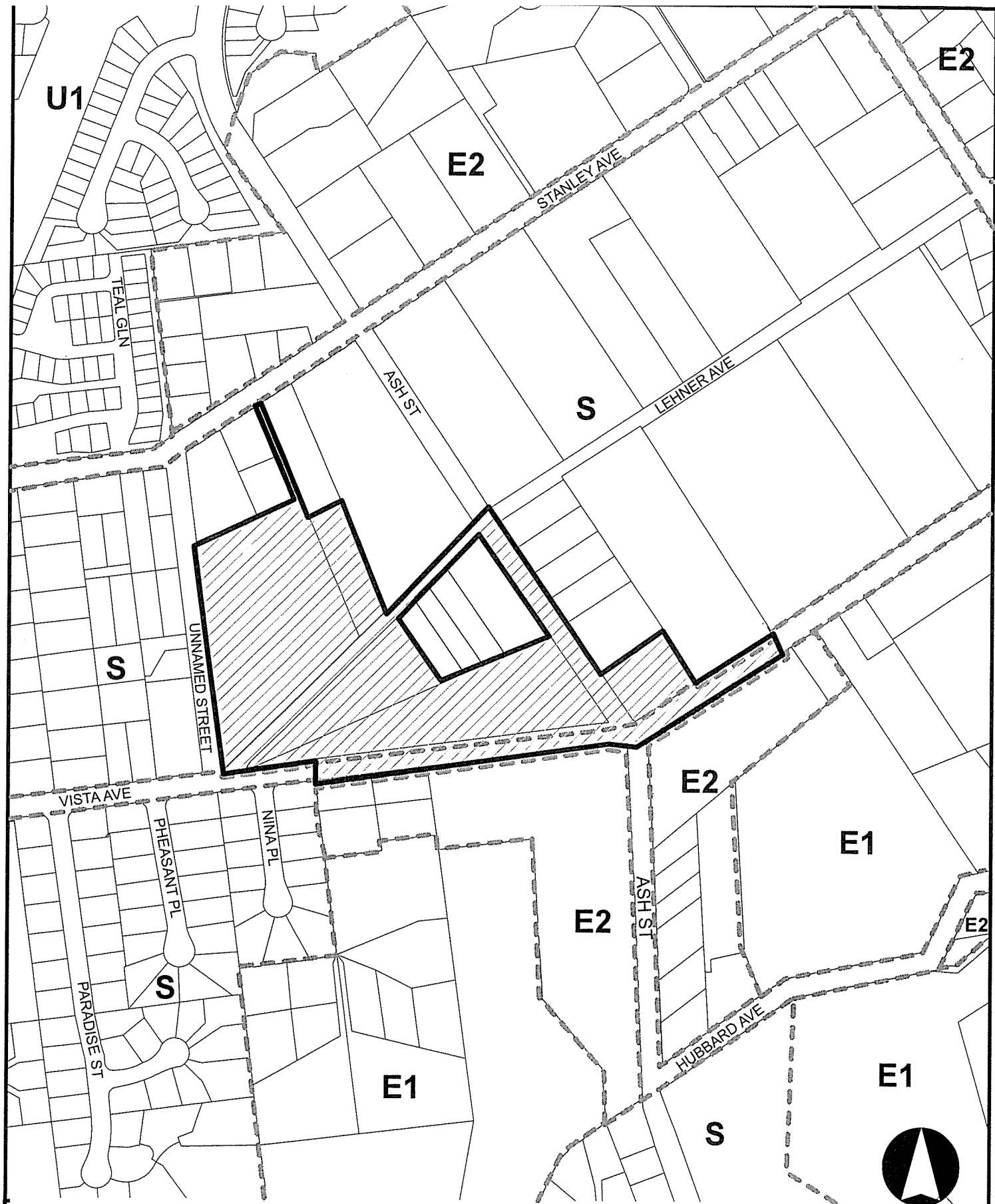


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**PROPOSED PROJECT
SUB 14-0002**



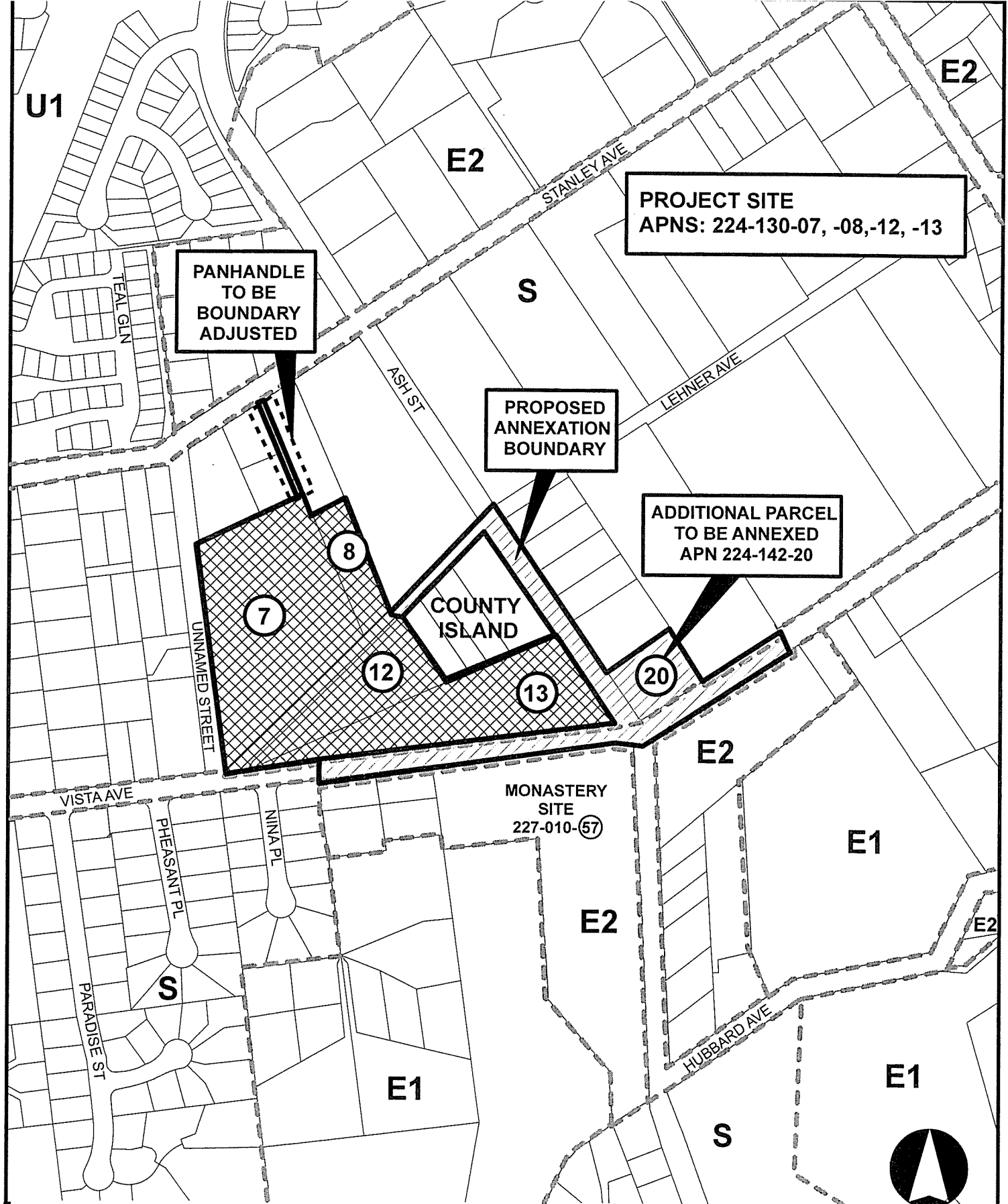
LOCATION/ZONING



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PROPOSED PROJECT SUB 14-0002

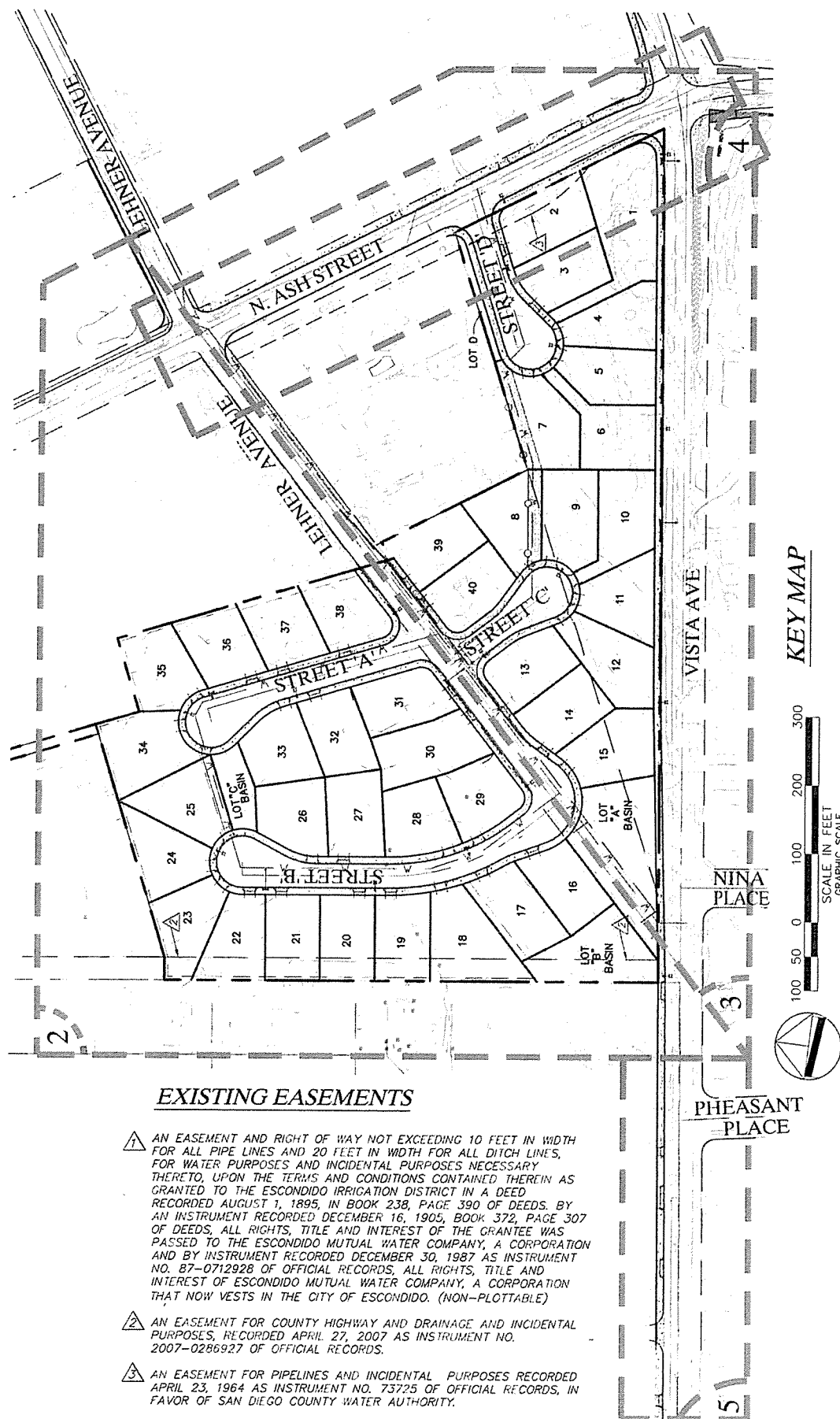




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**PROPOSED PROJECT
SUB 14-0002**





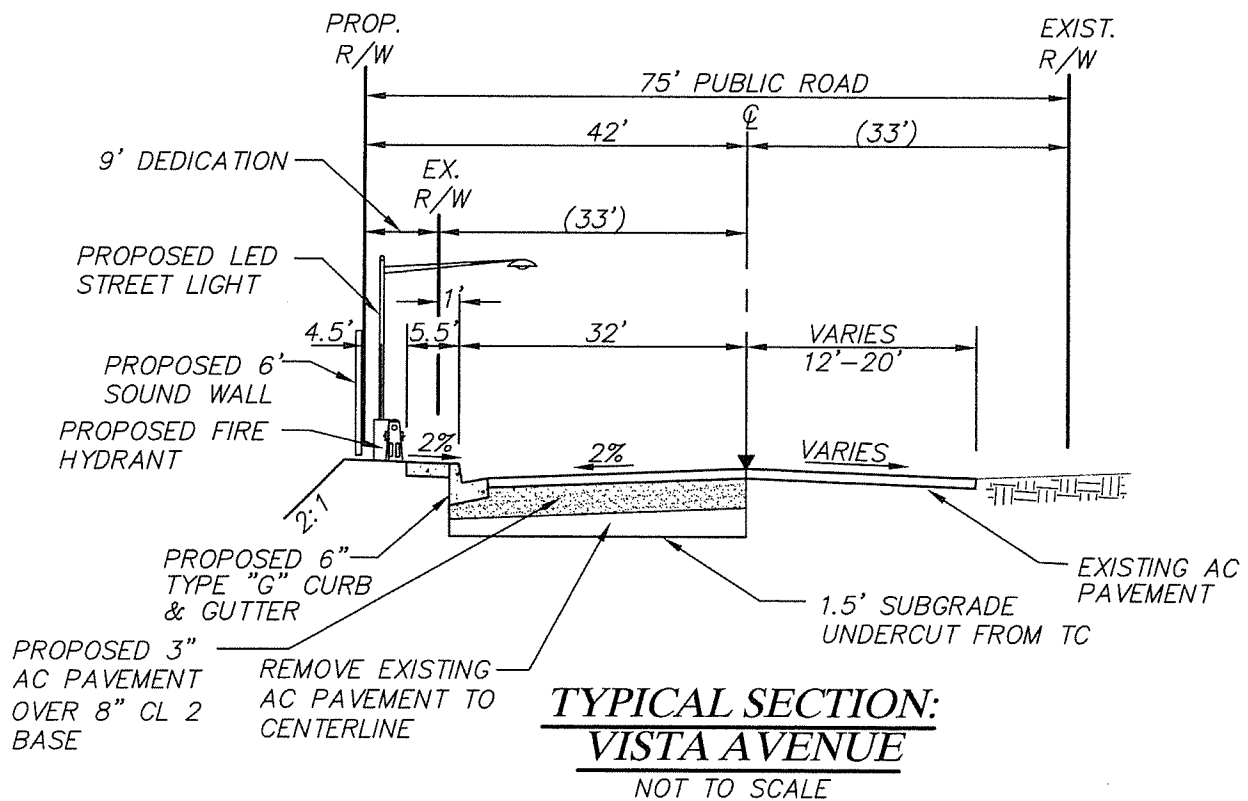
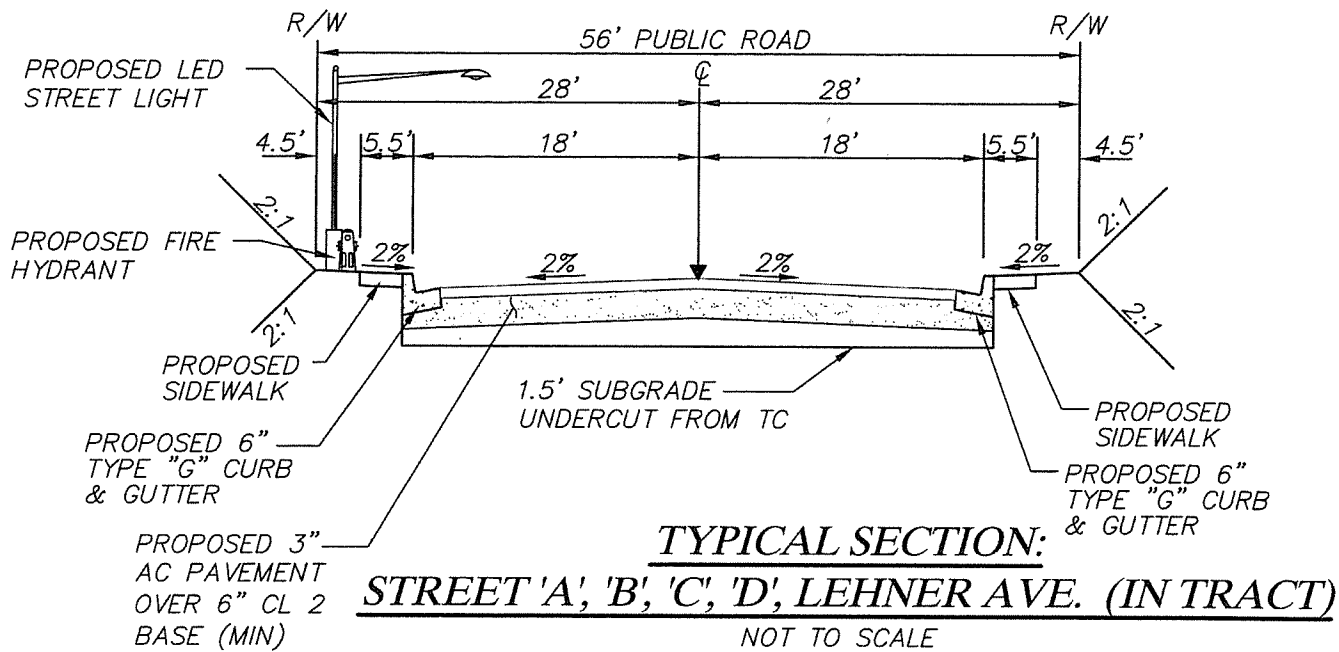
EXISTING EASEMENTS

- 1 AN EASEMENT AND RIGHT OF WAY NOT EXCEEDING 10 FEET IN WIDTH FOR ALL PIPE LINES AND 20 FEET IN WIDTH FOR ALL DITCH LINES, FOR WATER PURPOSES AND INCIDENTAL PURPOSES NECESSARY THERETO, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN AS GRANTED TO THE ESCONDIDO IRRIGATION DISTRICT IN A DEED RECORDED AUGUST 1, 1895, IN BOOK 238, PAGE 390 OF DEEDS. BY AN INSTRUMENT RECORDED DECEMBER 16, 1905, BOOK 372, PAGE 307 OF DEEDS, ALL RIGHTS, TITLE AND INTEREST OF THE GRANTEE WAS PASSED TO THE ESCONDIDO MUTUAL WATER COMPANY, A CORPORATION AND BY INSTRUMENT RECORDED DECEMBER 30, 1987 AS INSTRUMENT NO. 87-0712928 OF OFFICIAL RECORDS, ALL RIGHTS, TITLE AND INTEREST OF ESCONDIDO MUTUAL WATER COMPANY, A CORPORATION THAT NOW VESTS IN THE CITY OF ESCONDIDO. (NON-PLOTTABLE)
- 2 AN EASEMENT FOR COUNTY HIGHWAY AND DRAINAGE AND INCIDENTAL PURPOSES, RECORDED APRIL 27, 2007 AS INSTRUMENT NO. 2007-0286927 OF OFFICIAL RECORDS.
- 3 AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED APRIL 23, 1964 AS INSTRUMENT NO. 73725 OF OFFICIAL RECORDS, IN FAVOR OF SAN DIEGO COUNTY WATER AUTHORITY.

**PROPOSED PROJECT
SUB 14-0002**

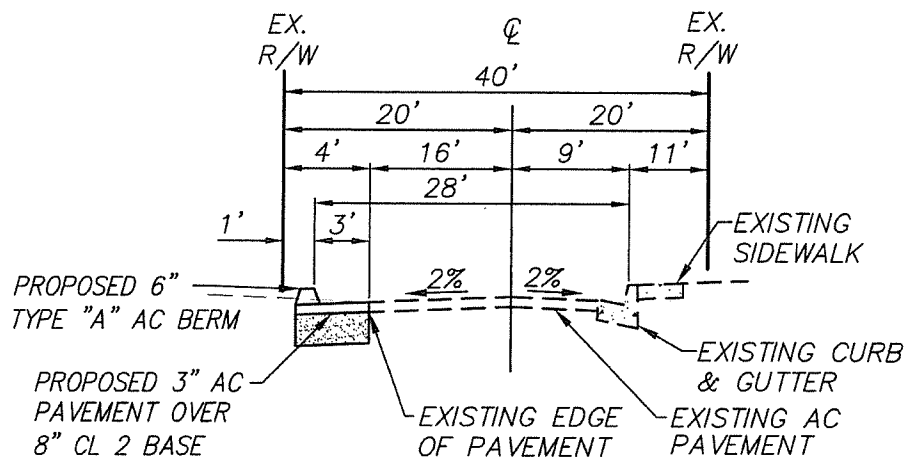


SITE PLAN



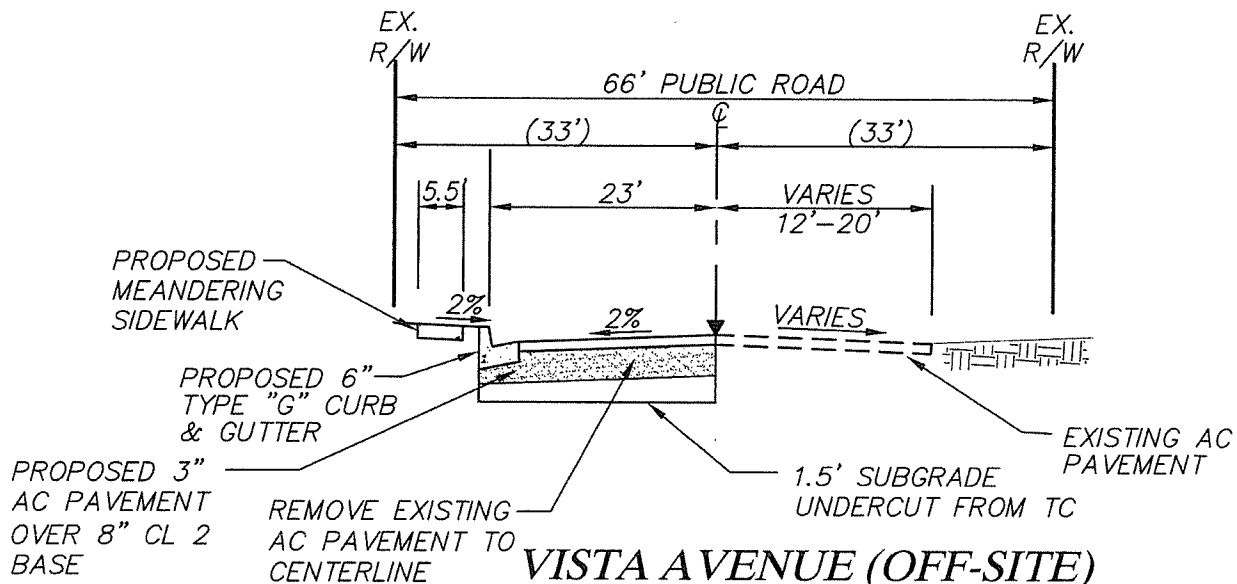
PROPOSED PROJECT
SUB 14-0002





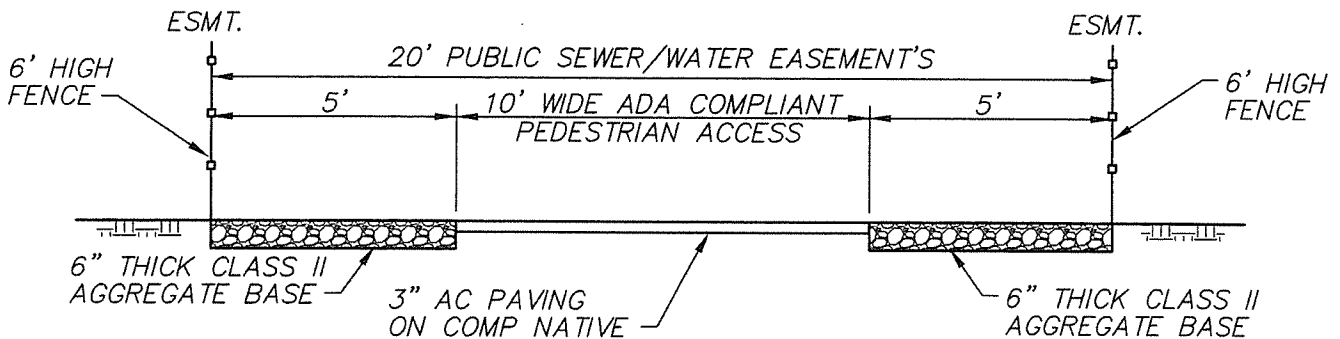
LECHNER AVENUE (OFF-SITE)

NOT TO SCALE



VISTA AVENUE (OFF-SITE)

NOT TO SCALE

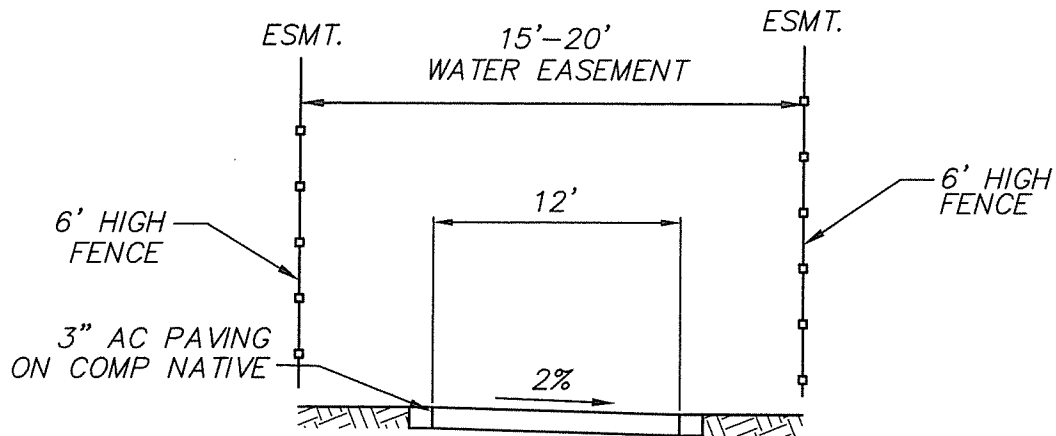


PUBLIC SEWER/WATER EASEMENT'S

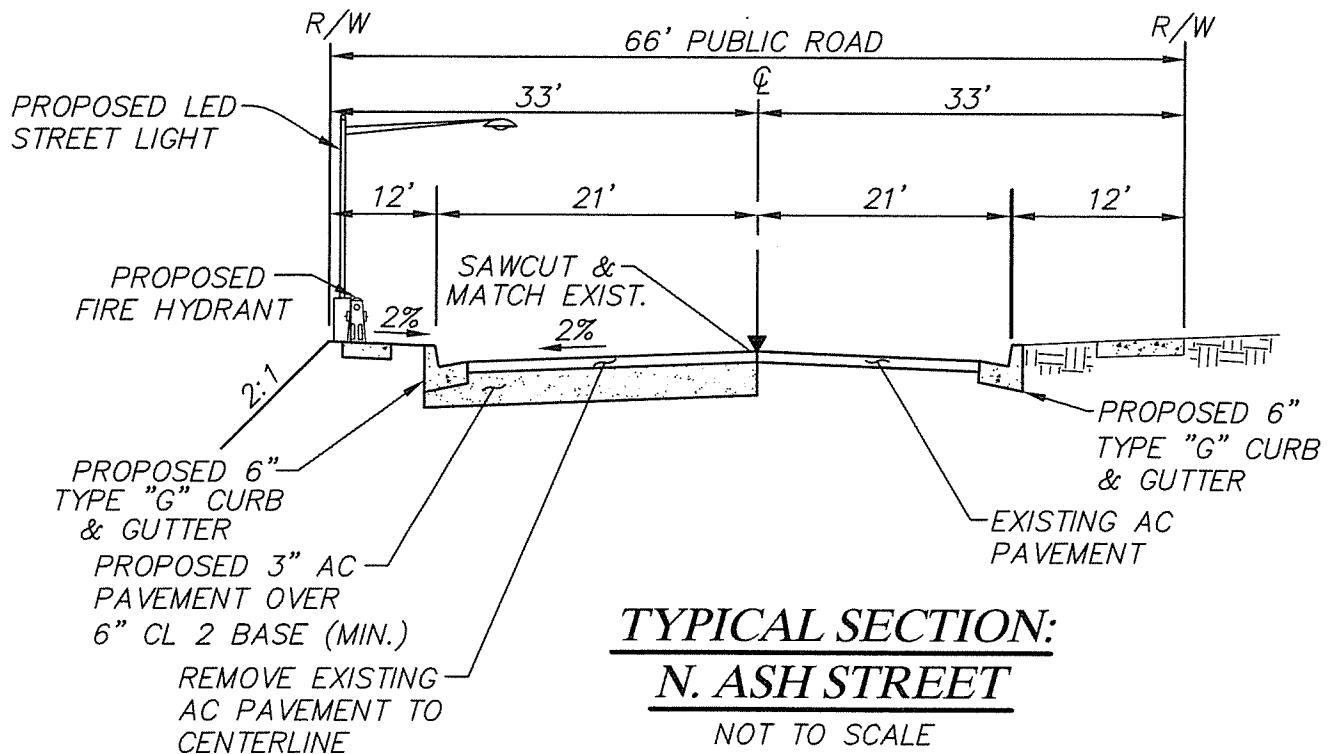
NOT TO SCALE

PROPOSED PROJECT
SUB 14-0002





**WATER & STORM DRAIN
EASEMENT**
NOT TO SCALE



**PROPOSED PROJECT
SUB 14-0002**



ANALYSIS

A. LAND USE COMPATIBILITY/SURROUNDING ZONING

- NORTH - PZ-R-1-10 zoning (County with a City pre-zone of R-1-10 Single-Family Residential – 10,000 SF minimum lot size) – Single-family residences on estate-sized lots are located north of the subject site within the County jurisdiction. The parcels immediately north of the project site generally are situated at a similar or slightly higher elevation.
- SOUTH - PZ-RE-20 zoning (County with a City pre-zone of RE-20 Residential Estate – 20,000 SF minimum lot size) - Single family residences on larger estate-sized lots and a religious facility are located south of the site on the southern side of Ash Street within the County jurisdiction. Single-family homes are located southwest of the site south of Ash Street within the City of Escondido. The properties to the south generally are situated at a higher elevation than the project site.
- EAST - PZ-R-1-10 zoning (County with a City pre-zone of R-1-10 Single-Family Residential – 10,000 SF minimum lot size) – Single-family residences on estate-sized lots are located east of the project site on the eastern side of Ash Street. Conway Elementary school is located further to the east.
- WEST - R-1-10 zoning – Single-family residences are located west of the site. Calvin Christian Elementary and High Schools are located further west, along with Escondido United Reformed Church. The parcels immediately to the west generally are situated at a slightly lower elevation than the project site. A 66-foot-wide unnamed and unimproved public street is located along the western boundary of the project site.

B. AVAILABILITY OF PUBLIC SERVICES

1. Effect on Police Service – The Police Department has expressed no concern regarding their ability to provide service to the site. Upon annexation, the property would be served by the Escondido Police Department rather than County Sheriff.
2. Effect on Fire Service – The site is served by Fire Station No. 7 located approximately 1.5 miles south of the site at 1220 North Ash Street. The project would incrementally increase the need for service in the area with the development of new homes. Consistent with the Citywide Facilities Plan, this increase would be offset by the payment of Public Facilities Fees paid at the time of building permit issuance. One engine and two ambulances will respond from Station #7 within the seven and one-half minute response time specified for urbanized areas in the General Plan. The Fire Department has indicated that adequate services can be provided to the site and the proposed project would not impact levels of service.
3. Traffic – A project-specific Traffic Impact Analysis (TIA) was performed by LLG Engineers to analyze the potential impacts on existing and future transportation and traffic conditions in the project area from a 40-unit residential development. The Development is calculated to generate approximately 400 daily trips with 32 trips (10 inbound/22 outbound) in AM peak hour, 30 trips (22 inbound/8 outbound) in the Mid-Afternoon peak hour and 40 trips (28 inbound/12 outbound) during PM peak hour. Access to the project would be provided from Lehner Avenue intersecting Ash Street on the

east. The project proposes to close Lehner Avenue to through traffic at Vista Avenue changing Lehner Avenue from a through street to a cul-de-sac with access from N. Ash Street only. Emergency and maintenance access only would be allowed to Vista Avenue from Lehner Avenue, but pedestrian access still would be allowed.

The TIA determined that all the study area intersections are calculated to continue to operate at LOS C or better during both the AM and PM peak hours with the exception of the intersections of N. Broadway/Stanley Avenue and N. Ash Street/Lehner Avenue, which will both continue to operate at LOS D during the AM peak hour; and with the exception of the intersection of N. Ash Street and Vista Avenue, which is forecast to continue to operate at LOS F during the AM peak hour. Based on the significance criteria thresholds, the Project's impacts on the intersection of N. Ash Street/ Vista Avenue and N. Ash / Lehner Avenue would be considered significant without mitigation. Street segments are expected to continue operation at levels of D or better. Implementation of mitigation measures T-1 and T-2 will reduce the potential impacts to below significance per City and County standards.

T-1: N. Ash Street / Lehner Avenue - The applicant/developer shall improve this intersection within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction, including frontage improvements to existing curbs, gutters, sidewalks and/or driveways that abut the proposed widened roadway. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).

T-2: N. Ash Street / Vista Avenue - The applicant/developer shall improve this intersection with traffic signals, dedicated turn lanes on all approaches within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue), and any street realignment necessary. School related signing and striping should be implemented at the intersection per the MUTCD. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction, including frontage improvements to existing curbs, gutters, sidewalks and/or driveways that abut the proposed widened roadway.

Right-Of-Way Acquisition – In order to construct the necessary intersection improvements at Ash Street/Vista Avenue, off-site right-of-way at the northeastern corner is necessary (APN 224-142-20) and also at the southwestern corner of the monastery property (APN 227-010-57). The project applicant currently is in escrow to purchase the entire 0.99-acre parcel at the northeastern corner, but will need to obtain the right-of-way from the Monastery, as well as any off-site slope easements and/or permission to grade prior to recordation of the map. The applicant is required to obtain the necessary off-site right-of-way prior to scheduling the item for City Council consideration.

4. Utilities – In the proposed Development Agreement for the project, the City acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, flood control, water, sewer collection, sewer treatment and sanitation service. Water service would be provided by the City of Escondido. The Rincon Del Diablo Municipal Water District and San Diego County Water Authority also have exiting infrastructure along the project frontages within Vista Avenue and Ash Street. To the extent that the City renders such services or provides such utilities, the City agrees that it will serve the project and that there shall be no restriction on connections or service for the project except for reasons beyond the City's control. However, the City has indicated that it can

guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project for only one (1) year from the Effective Date of the Development Agreement. The applicant acknowledges the risk of not having sufficient wastewater service availability should he not commence construction of the development within this one-year timeframe. Proposed improvements include the installation of a new 8-inch sewer line in Ash Street from Lehner to Vista; replacement of the existing 6-inch water pipeline in Lehner Avenue with a new 12-inch water pipeline from Ash Street to the Development boundary; and construction of a new 8-inch water pipeline in Vista Avenue along the Project's Vista Avenue Frontage. Portions of the existing 10-inch sewer line in Lehner Avenue and Vista Avenue west of the project site will need to be removed and replaced.

5. **Drainage** – The project site is not located within a 100-year Flood Zone as indicated on current FEMA maps. There are no significant drainage courses within or adjoining the property. To account for the increase in impervious surface on site, the project includes the construction and maintenance of bio-retention basins towards the southwestern corner of the site. There is an existing 84"-dia RCP storm drain pipe installed beneath Lehner Avenue, which gathers street flow at various curb inlets. A 24"-dia storm drain pipe is proposed to connect the existing culvert system collecting off-site runoff from the southwest corner of the Vista Ave and North Ash Street intersection to the catch basin at the intersection of North Ash Street and Lehner Ave. With the off-site improvement to Vista Avenue west of the project site, the existing concrete headwall at the intersection of Vista Avenue/Bienvenido Lane will need to be reconstructed along with other necessary improvements within the open drainage feature to accommodate existing drainage. The project also will contribute to off-site drainage improvements through payment of a Community Benefit Fee/Infrastructure Deficiency Fee as described in the project's Development Agreement with the City. The project does not materially degrade the levels of service of the existing drainage facilities.

C. ENVIRONMENTAL STATUS

1. A Draft Negative Declaration was prepared and issued for the proposed project for 20-day public review on January 27, 2015. Responses to agency comments received on the Draft MND have been incorporated into the Final MND. The findings of the environmental review are that the Initial Study identified impacts related to biological resources; hydrology and water quality; noise; and transportation/traffic that may be potentially significant. However, mitigation measures and project design features were developed to reduce the potential impacts to less-than-significant levels. All other project impacts studied were found to be less than a significant level. The Final MND can be viewed at the City of Escondido Planning Division and also is available in the Planning Division section of the City's website at the following link:

<https://www.escondido.org/zenner-development-and-annexation.aspx>

2. In staff's opinion, no significant issues remain unresolved through compliance with code requirements, recommended mitigation measures and the recommended conditions of approval.

D. CONFORMANCE WITH CITY POLICY/ANALYSIS

General Plan

The Escondido General Plan land-use designation for the site is Suburban that allows up to 3.3 dwelling units per acre with the maximum development yield of a property calculated according to topography/slope categories. Based on the variable slope provisions of the Suburban II land use designation contained in the City's General Plan, up to 41 dwelling units/lots would be allowed on the project site. The proposed project density of 3.1 du/ac is consistent with the Suburban designation. The

project will be required to conform to the provisions of the Citywide Facilities Plan through the payment of fees to ensure that the Quality of Life Standards will continue to be met.

Public Input - Staff received a letter from an adjacent property owner to the north (Maria Escobedo) that included a petition with 112 signatures of adjacent property owners/residents in opposition to the proposed closure of Lehner Avenue to through traffic (attached). They also requested the proposed project provide appropriate paths for children walking to the nearby schools; provide bike paths/lanes and on-site recreational areas/park for the new residents. The project would provide sidewalks along all of the internal streets (Lehner Avenue) as well as along the perimeter frontage streets (Ash Street and Vista Avenue) where sidewalks currently do not exist. Although Lehner Avenue would be closed to through vehicular traffic, pedestrian access still would be provided through the gated portion of Lehner Avenue. The project also proposes to improve an off-site section of the northern side of Vista Avenue (to include curb, gutter and sidewalk) west of the site to improve pedestrian safety within the area. The closure of Lehner Avenue is further analyzed in the section below.

The City's Bicycle Facilities Master Plan identifies a future Class II Bike Lane to be installed within Ash Street (striped bike lane within the street right-of-way). Vista Avenue is identified as a proposed Class III bike route (signage only). However, installation of bike lanes and signage only would take place when appropriate connection to existing or planned facilities are practical in order to ensure bicyclist safety. The installation of future bike lanes along Ash Street would necessitate the restriction of on-street parking. Although three open space lots are proposed within the development and would be landscaped, they are designed as drainage/water quality features. The proposed project does not propose any common active on-site recreational features. On-site open space amenities would be provided within the side and rear yards of each private lot. Jesmond Dene Park is the closest community recreational facility, which is located approximately 0.83 mi. northwest of the site at the corner of Broadway and Jesmond Dene Rd. Nearby public schools also typically are available to be used for a variety of public recreational uses during non-school hours, subject to approval by the School District.

Appropriateness of the Project Design – The project proposes 40 single-family residential lots ranging in size from 10,000 SF to 14,474 SF, which would be compatible with the range of single-family lot sizes existing and proposed throughout the area. All of the lots would orient inward towards the project and would take access either from Lehner Avenue or from the new cul-de-sac streets. The relatively flat topography throughout the majority of the site eliminates the need for extensive grading and taller manufactured slopes, and no grading exemptions are requested for the project. The tallest manufactured slopes are combination cut slopes/retaining walls generally located towards the southwestern corner of the site ranging from approximately 10 feet in height on Lot 1 to 20 feet in height on Lot 4. These slopes orient inwards towards the project and the subject lots would be situated lower than adjacent Vista Avenue. A six-foot-high masonry block wall would be installed around the southern and eastern project boundary to provide visual screening and noise attenuation for the lots abutting Vista Avenue and Ash Street. The project has been designed to conform to current storm water requirements, which includes three bioswale/detention features located throughout the site. The storm water features, perimeter walls/fencing, and parkway landscaping along Vista Avenue and Ash Street would be maintained by the project HOA.

The existing properties immediately west of the project generally are situated at a slightly lower elevation (approx. 2 feet lower) than the western boundary of the project site. The proposed pad elevations for the lots along the western boundary (Lots 18 – 23) would be situated approximately 3.5 feet to 5 feet higher than the adjacent lots to provide appropriate drainage and sewer fall to the proposed new internal cul-de-sac street. Fill slopes associated with these lots range from approximately 4.5 feet in height towards the northwestern corner to six feet in height towards the southwestern corner. These slopes

would be landscaped, including trees to soften views of the slopes and provide appropriate screening between adjacent properties on the west. The remaining 33-foot-wide portion of the unnamed street along the western property boundary would provide an additional setback/separation from the rear yards and new homes that would be constructed along the western boundary of the project.

Panhandle Lots – The project contains three panhandle lots (1, 6 and 10) which generally are the larger lots within the development, ranging from 11,848 SF to 19,474 SF. The body of the lots (net lot size, less the panhandle portion) are large enough to accommodate a reasonably sized home with appropriate setbacks and orientation with the adjacent lots. Although the zoning code discourages the use of panhandle lots, staff feels they are appropriate for this project because they are designed to provide the minimum 20-foot-wide frontage on a public road; the net lot size of 10,000 SF meets the minimum of the underlying zone; the panhandle length is not excessive (less than 120 feet); and each of the lots meets or exceeds the minimum net lot area for the R-1-10 zone.

Lehner Avenue and Un-Named Street Closure/Vacation – Lehner Avenue bisects the subject site and currently allows through traffic between Ash Street and Vista Avenue. Lehner Avenue is proposed to be closed to through traffic with gates at the intersection with Vista Avenue, and only used for emergency access and for the extension of public utilities. Lehner Avenue would be improved to residential street standards (56' R-O-W) within the subdivision boundaries, and widened off-site to minimum 28 feet in width between the project's eastern boundary and Ash Street to provide for appropriate emergency vehicle and two-way travel, along with on-street parking on one side. The closure of through traffic along Lehner Avenue would eliminate the peak school cut-through traffic along this residential street and would require vehicle traffic to use the intersection of Ash Street/Vista Avenue, which are both wider Circulation Element streets that would be improved to City standards and signalized to better control the amount of existing and projected vehicle trips. The closure of Lehner is supported by staff because it would eliminate an intersection that does not conform to City standards due to the existing intersection angle, and also would result in potential vehicle turning conflicts because it does not line up with any of the streets to the south (Nina Place or Pheasant Place). Although Lehner Avenue would be gated to restrict through vehicular access, pedestrian access still would be maintained with an appropriate paved path and appropriate openings in the gates at both ends.

A 33-foot-wide portion of an unnamed and unimproved 66-foot-wide public street that abuts the western boundary of the site is proposed to be vacated and incorporated into the adjacent lots (Lots 18 – 23 and Lot "B"). Staff feels vacation of the half-width portion of the street is appropriate because the street has not been improved or used to provide access to the project site. The proposed vacation also would not preclude any of the adjacent parcels from using the remaining 33-foot-wide remaining street section for accessory access to their properties if needed in the future. A gravel driveway section of the street is used to provide driveway access to a developed residential parcels fronting onto Vista Avenue immediately west of the project site. The driveway access would be reconstructed to this parcel with the proposed off-site improvements to Vista Avenue from the project boundary west to existing improvements at the Calvin Christian High School site.

Whether the Proposed Development Agreement Adequately Addresses Infrastructure Deficiencies in the Area

The North Broadway Deficiency Area allows the timely processing and development of residential projects in areas where known infrastructure deficiencies exist when accompanied by a Development Agreement. The Development Agreement facilitates the construction of public infrastructure necessary to upgrade existing deficiencies and/or includes a proportionate share payment towards neighborhood infrastructure. The proposed Development Agreement would be in effect for five years and would extend the life of the Tentative Map for that same period. The proposed terms in the agreement list

specific obligations that are the responsibility of both the developer ("Owner") and the City. A copy of the proposed Draft Term Sheet is attached with this report and the key terms for the Owner/Developer include the following:

- Owner pays current fee rates in effect at the time fees are incurred.
- Signalization of North Ash Street & Vista Avenue to include reimbursement of any funds collected towards the signalization of this intersection from the developer or owner of any tract or subdivision within the Stanley/Lehner Block.
- North Ash Street & Vista Avenue Intersection Improvements. Prior to the issuance of a building permit, Owner shall directly reimburse Eight Hundred and Twenty-Five dollars (\$825) per unit (\$80,000/97 units), for each unit subject to this Agreement, to the developer or owner of any tract or subdivision within the Stanley/Lehner Block who has previously improved the intersection by completing the construction of the intersection and dedicated turn lanes on all approaches.
- Vista Avenue off-site improvements along the frontage of five parcels west of the project site (APNs 224-120-01, -10, -11, -12 and -36) to local collector standards including contiguous and non-contiguous sidewalk and rehabilitation/reconstruction of a portion of the existing roadway. Upon completion of these improvements by Owner/Developer, the City will waive a portion of the Project's North Broadway Deficiency fee based on final cost estimates to be approved by the City Council with the adoption of the final Development Agreement terms.
- Owner pays the City \$12,500 per approved residential lot ("Deficiency Fee") to finance traffic and drainage improvements in the vicinity of the project.
- Construct a new 8-inch sewer line in Ash Street from Lehner Avenue to Vista Avenue for the public benefit of future users and will be entitled to apply to the City for a reimbursement agreement for properties that connection to this line for a period of 10 years.
- Ash Street off-site frontage improvements along two parcels (APN 224-142-19 and -29) to Local Collector standard including non-contiguous sidewalk. Upon completion of these improvements the City will waive or reimburse a portion of the Project's North Broadway Deficiency Fees based on final cost estimates to be approved by the City Council with the adoption of the final Development Agreement terms.

The proposed Development Agreement obligates the City to the following terms:

1. City allows Owner to perform onsite project grading and offsite road construction and water line installation prior to approval of a Final Map subject to approval of customary plans and agreements.
2. City guarantees sewer connection rights for a period of one year.

The terms of the Development Agreement were fashioned in response to known infrastructure needs in the North Broadway Deficiency Area as well as the projected traffic impacts from all of the cumulative projects within the Stanley/Lehner area. The payment of the \$12,500 per unit "North Broadway Deficiency Fee" for the future construction of priority street and drainage improvements in the North Broadway area was established by the City Council several months ago during hearings for Development Agreements for Tract 889 and Tract 894, and for SUB13-0011 located in the same area as the proposed subdivision (Stanley/Lehner Block). It is anticipated that this fee will be applied to all future

Development Agreements in the North Broadway Deficiency Area. Staff feels the Deficiency Fee and other terms proposed in the Development Agreement are reasonable and prudent because the agreement will allow the construction of the residential development, including street and water/sewer line improvements in a coordinated fashion that will result in reduced costs while maximizing public and private resources to construct necessary public infrastructure in the area at the earliest practicable time.

Appropriateness of the proposed Annexation Boundaries

The proposed annexation is within the City's Sphere of Influence with City territory on the west and southwest, and unincorporated county to the north, south and east. Several properties to east have been approved by LAFCO for annexation to the City as part of the "Pickering" residential development. An additional developed parcel located on the northeastern corner of Vista Avenue/Ash Street also is included in the annexation. Dedication of a portion of this parcel is necessary in order to construct the required intersection improvements. The project applicant has entered into escrow to purchase this property. Three street segments also would be annexed that include 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. These street segments would be improved and transition into existing or proposed improvements as a component of the project and come under the City's control and maintenance responsibility.

Annexation of an off-site portion of Lehner Street (from the project's eastern boundary to Ash Street) would result in the creation of a small County island consisting of four developed parcels (APNs 241-130-17, -18, -19 and -20) located along Lehner Avenue. LAFCO policy prohibits the creation of unincorporated islands, unless it would be detrimental to the orderly development of the community. However, if property owners are unwilling to annex, then LAFCO recommends the City provide a detailed statement of overriding concerns to justify the creation of unincorporated islands. The owners of these parcels were surveyed early in the annexation process and did not wish to annex to the City. The City's current policy is not to require annexation if the owners do not wish to annex. Staff feels the proposed annexation boundaries and creation of the small county island would not be detrimental to adjacent county parcels because the small island area is immediately adjacent to a county area along the northern side of Lehner Avenue; the island would not be separated from the northern county area by new city development/homes, only by Lehner Avenue; and the proposed subdivision would not alter or affect the ability of service providers to access or continue to provide adequate service to the subject county parcels.

SUPPLEMENT TO STAFF REPORT/DETAILS OF REQUEST

A. PHYSICAL CHARACTERISTICS

The property is irregularly shaped, comprised of multiple parcels, and fronts onto and takes access from Vista Avenue, Lehner Avenue, and N. Ash Street. Additionally, there is a 15-foot wide by approximately 318-foot long access strip that connects to Stanley Avenue to the north. An unimproved unnamed street is located along the western boundary of the subject site. The existing structures on the site include a number of dispersed buildings, sheds, stables, and four single-family homes. The site topography is low-sloping towards the southwest with low vegetation and areas cleared for agriculture. The on-site elevation ranges from approximately 726 feet towards the northeastern and southwestern corners and 765 feet towards the southeastern corner of the site. The property generally drains in a westerly direction. Vegetation includes mature trees, and shrubs, non-native grasses; some areas are unvegetated. All areas are disturbed from current uses.

B. SUPPLEMENTAL DETAILS OF REQUEST

1. Property Size: 13.97 acres – Proposed 43-lot subdivision (12.6 net lot area)
0.99 acres – One unrelated developed parcel included in annexation.
2. Number of Lots: 40 Residential
3 Open Space (used for storm water management)
3. Proposed Density: 3.1 dwelling units per acre (Suburban General Plan = up to 3.3 du/acre)
(12.697 acre net lot area/40 residential lots = 3.1 du/ac) Net lot area factors in the reduced area for the dedication for Vista Avenue and increase lot area for the vacation of the unnamed street. Open space lots do not factor into project density.
4. Zoning: PZ R-1-10 (Pre-zone Single Family Residential; 10,000 SF minimum lot size). R-1-10 upon annexation to the City
5. Landscaping: All landscaping to comply with Landscape Ord. requirements including street trees, slope landscaping and erosion control. The loss of any mature trees to be replaced with min. 24" box sized trees. Common area landscaping (i.e., open space lots, and Ash Street and Vista Avenue parking landscaping) and drainage facilities proposed to be maintained by a homeowners' association.

C. CODE COMPLIANCE ANALYSIS

	<u>Proposed</u>	<u>Required (R-1-10 zone)</u>
1. Lot Sizes:	10,000 SF minimum	10,000 SF minimum
2. Lot Width	80 feet minimum	80 feet minimum
3. Lot Frontage:	35 feet minimum (excluding panhandle lots)	35 feet minimum

EXHIBIT "A"

FINDINGS OF FACT

SUB 14-0002

PHG14-0002, PHG14-0006 and PHG14-0007, ENV14-0003

Tentative Map

1. The proposed map is consistent with the guidelines of the General Plan, Zoning Ordinance (upon annexation) and Subdivision Ordinance that requires single family detached residential units with a maximum 3.3 units per acre and 10,000 SF minimum lot sizes. The project density of approximately 3.1 dwelling units per acre and lot sizes that range from 10,000 SF to 19,474 SF would be in conformance with the General Plan density and yield requirements and proposed R-1-10 lot size requirements.
2. The site is suitable for this residential type of development proposed because it is consistent with other approved subdivisions in the immediate area with a minimum lot size requirement of 10,000 SF. The site does not require excessive grading or slopes. Adequate access and public utilities can be provided to the site.
3. The proposed project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the project site is adjacent to residential development on all sides. The size of the proposed lots would be similar in size and character with other existing and planned single-family lots located throughout the neighborhood. The construction of additional residential development on the previously developed site would alter the existing underdeveloped character of the subject properties. The majority of the project site is relatively flat to gently sloping terrain towards the southeastern corner. Existing on-site features are not considered significant visual resources or prominent topographical features. The property is not located on a ridgeline identified in the Community Open Space/Conservation Element of the General Plan. Existing vegetation would be permanently replaced by residential development, associated infrastructure and new landscaping. The development of the future homes on the proposed lots would not result in any adverse visual impacts or result in the obstruction of any scenic view or vista open to the public. The project also would not damage any significant scenic resources within a designated State scenic highway or create an aesthetically offensive site open to the public. Views on-site from surrounding properties would most likely consist of building pads/manufactured slopes, future one- and two-story structures, perimeter fencing/walls, and front and rear-yard landscaping, which would be consistent with adjacent residential development.

The development of the proposed project would not conflict with the provisions of an adopted or proposed Habitat Conservation Plan. The project site is not considered biologically significant or strategically located to warrant being included in a regional or local natural open space preserve. The site is not listed as an open space corridor or animal migration corridor since much of the property is disturbed and surrounded by development. The project site is not listed on the City' Parks, Trails and Open Space Plan, or any local or regional plan. No Resource Agency permits would be required for the proposed development since the project would not remove any protected or endangered habitats.

Lehner Avenue is proposed to be closed to through traffic with gates at the intersection with Vista Avenue, and only used for emergency access and for the extension of public utilities. Lehner Avenue would be improved to residential street standards (56' R-O-W) within the subdivision

boundaries, and widened off-site to minimum 28 feet in width between the project's eastern boundary and Ash Street to provide for appropriate emergency vehicle and two-way travel, along with on-street parking on one side. The closure of through traffic along Lehner Avenue would eliminate the peak school cut-through traffic along this residential street and would require vehicle traffic to use the intersection of Ash Street/Vista Avenue, which are both wider Circulation Element streets that would be improved to City standards and signalized to better control the amount of existing and projected vehicle trips. The closure of Lehner is appropriate because it would eliminate an intersection that does not conform to City standards due to the existing intersection angle, and also would result in potential vehicle turning conflicts because it does not line up with any of the streets to the south (Nina Place or Pheasant Place). Although Lehner Avenue would be gated to restrict through vehicular access, pedestrian access still would be maintained with an appropriate paved path and appropriate openings in the gates at both ends.

A 33-foot-wide portion of an unnamed and unimproved 66-foot-wide public street that abuts the western boundary of the site is proposed to be vacated and incorporated into the adjacent lots (Lots 18 – 23 and Lot "B"). The proposed vacation of this section of the unnamed street is appropriate because the street has not been improved or used to provide access to the project site. A gravel driveway section of the street is used to provide driveway access to a developed residential parcels fronting onto Vista Avenue immediately west of the project site. The driveway access would be reconstructed to this parcel with the proposed off-site improvements to Vista Avenue from the project boundary west to existing improvements at the Calvin Christian High School site. The proposed vacation would not preclude the adjacent parcel of other parcels from using the remaining 33-foot-wide remaining street section for accessory access to their properties if needed in the future.

4. The site is physically suitable for the proposed density of approximately 3.1 units per acre because the design of the subdivision meets all requirements of the Suburban land use designation of the General Plan and the Zoning Code (upon annexation).
5. The design of the map and the type of improvements are not likely to cause serious public health problems because adequate water and sewer can be provided and the Development Agreement includes provisions for street and infrastructure upgrades in the immediate area. Appropriate mitigation measures have been adopted to reduce any potential significant impacts to the environments to less than a significant level. The project would not cause substantial environmental damage nor injure fish, wildlife or their habitat because any impacts to sensitive resources have been mitigated to less than a significant level. The project would not create any significant noise impacts to adjacent properties due to the residential nature of the project, and limited traffic increase created by the project.
6. The design of the map and the type of improvements will not conflict with any easements of record, of easements established through court judgments, or acquired by the population at large, for access through, or for use of the property within the proposed map since all existing easements and rights-of-way will be preserved.
7. All of the requirements of the California Environmental Quality Act (CEQA) have been met. A Draft Negative Declaration was prepared and issued for the proposed project for 20-day public review on January 27, 2015. Responses to agency comments received on the Draft MND have been incorporated into the Final MND. The findings of the environmental review are that the Initial Study identified impacts related to biological resources; hydrology and water quality; noise; and transportation/traffic that may be potentially significant. However, mitigation measures and project design features were developed to reduce the potential impacts to less-than-significant levels. All other project impacts studied were found to be less than a significant level.

8. The design of the map has provided, to the extent feasible, for future passive or natural heating or cooling opportunities. Landscaping shall provide passive cooling opportunities via shading of each unit.
9. The proposed map will not conflict with regional or local housing needs since all lots maintain all development standards of the applicable zone and observe the density of the General Plan. The existing residential structures located on the site would be replaced with new residential structures. The project would be developed with single-family residential homes in conformance with the Suburban land-use designation.
10. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code (upon annexation) will be obtained prior to recordation of the map or as otherwise specified in the Development Agreement.

Development Agreement / Annexation

1. The proposed Development Agreement and annexation are consistent with the objectives, policies, general land uses and programs specified in the General Plan since there are no changes proposed to the General Plan land use designations or policies that affect development of the site, a Citywide Facilities Plan has been adopted to address infrastructure deficiencies on a citywide basis and the agreement has a provision for a community benefit that could not otherwise be required of the developer.

The properties to be annexed (that includes the project site and one additional developed parcel) are located within the Escondido Sphere of Influence and Escondido Planning Area and the property owners desire to annex into the City. The proposal conforms to the annexation policies established in the Escondido General Plan Land Use and Community Form Element that are intended to guide development to meet present and future needs, achieve a vibrant community, and enhance the character of Escondido

2. The proposed Development Agreement and annexation are compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the property is located since the General Plan land use designation for the site is Suburban, which allows the number of dwelling units approved for the development in conformance with Subdivision Ordinance Section 32.202.03.
3. The proposed Development Agreement and annexation conform to the public convenience and general welfare because the proposed agreement provides for construction of street, water line and sewer upgrades in the project area and payment of a fee needed to construct future improvements that resolve traffic and drainage infrastructure issues in the North Broadway area.
4. The proposed Development Agreement and annexation will not adversely affect the orderly development of property or the preservation of property values because the project will be developed in conformance with the existing General Plan designation on the property with single-family residential homes
5. The proposed Development Agreement is consistent with Government Code Section 65864, which states that the lack of certainty in the approval of development projects can result in a waste of resources and escalated housing costs while discouraging comprehensive planning because the proposed agreement provides for a five-year term and provides certainty as to the payment and construction obligations for associated public improvements.
6. The proposed reorganization includes annexation to the City of Escondido and detachment from County Service Area No. 135 (Regional Communications). The reorganization includes exclusion from MWD Improvement District "E." The City of Escondido already provides fire and emergency response to the proposed annexation territory. The City would provide sewer service rather than private septic systems. The City of Escondido Police Department, which already patrols the general area and works cooperatively with the Sheriff, would assume responsibility for law enforcement. Annexation would allow the City to increase their road maintenance responsibility. The annexation would not introduce new service providers to the area or become a departure from the existing pattern of service delivery in this portion of Escondido.
7. Annexation of the off-site portion of Lehner Avenue (from the project boundary to Ash Street) would result in the creation of a small unincorporated island consisting of three lots (APNs 224-130-17, -18, -19 and -20) that elected to remain unincorporated when surveyed. Government Code Section 56744 states that territory shall not be incorporated into, or annexed to, a city pursuant to this

March 24, 2015

division if, as a result of the incorporation or annexation, unincorporated territory becomes an island. However, LAFCO may waive the restrictions if it finds that the application of the restrictions would be detrimental to the orderly development of the community and that the area that would be enclosed by the annexation or incorporation is so located that it cannot reasonably be annexed to another city or incorporated as a new city. Approving the proposed reorganization with an island consistent with two unincorporated lots will meet the requirements of Government Codes Section 56375(m) and will not create significant environmental impacts for the following reasons:

- a. The Escondido General Plan and County community plans both designate the site for single-family residential development.
- b. The subject parcels remaining in the County cannot be reasonably annexed to another jurisdiction or incorporated as a separate jurisdiction because they are located within the Escondido Sphere of Influence and Planning Area.
- c. Annexation will not significantly change the arrangement by which public services are delivered within the area or to the subject parcels, as detailed in the Final Mitigated Negative Declaration prepared for the project.

EXHIBIT “B”

CONDITIONS OF APPROVAL SUB 14-0002, PHG 14-0006, PHG14-0007

MITIGATION MEASURES

1. BIO-1a: Impacts to up to approximately 64 mature trees shall be mitigated by replacement of 64 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, or as otherwise determined by the City Planning Department.
2. BIO-1b: Any mature trees removed as part of the future development of the Additional Annexation Area would be replaced at a 1:1 ratio with a minimum size of a 24-inch box. If any protected trees are located in the Additional Annexation Area at the time of the future development, they will be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069).
3. BIO-2: Impacts to 0.78 acre within the Development Area and 0.16 acre of NNG within the offsite improvement area will be mitigated at a reduced ratio of 0.5:1 through the acquisition of 0.47 NNG credits from the Daley Ranch Bank or other adopted mitigation bank. Future impacts to NNG within the Additional Annexation Area shall be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank.
4. BIO-3: A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the Project Area if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.
5. BIO-4: If Project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist will survey potential nesting vegetation within the Project Area for nesting birds, prior to commencing any Project activity. Surveys will be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings will be submitted to the City for review and concurrence prior to conducting Project activities. If no nesting birds were observed and concurrence was received, Project activities may begin. If an active bird nest is located, the nest site will be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area will not be disturbed until after September 15 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work will occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.
6. HYD-1: Adequate drainage improvements shall be installed to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows.
7. N-1: The Project Applicant and/or contractor shall ensure that all construction equipment has properly operating mufflers.

8. N-2: Noise and groundborne vibration construction activities whose specific location on the Project Area may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration sensitive land uses.
9. N-3: Construction activities associated with the proposed Project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools.
10. N-4: The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.
11. -5: If the Project is under the jurisdiction of the County at the time of development, the Applicant and/or Contractor shall notify all construction workers prior to the commencement of construction that activities generating impulsive noise levels at the Project Area must be limited to no more than 15 minutes in a given hour when such activities are located adjacent to an offsite sensitive receptor (residence). Impulsive noise is defined by the County as a single noise event or a series of single noise events that causes a high peak noise level of short duration (one second or less) measured at a specific location (Section 36.410 of the County's Noise Abatement and Control Ordinance).
12. N-6: The Applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who is responsible for responding to any concerns regarding construction noise and vibration. The liaison's telephone number(s) shall be prominently displayed at the Project Area. Signs shall also be posted at the Project Area that includes permitted construction days and hours.
13. N-7: Construction activities shall be limited to permitted construction hours designated by the applicable jurisdiction for the project at the time of development. If the project is under the jurisdiction of the County at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 7:00 P.M. from Monday through Saturday. Further, no construction activity shall be undertaken on Sundays and recognized County holidays (Section 36.408 of the County's Noise Abatement and Control Ordinance). If the project is under the jurisdiction of the City at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).
14. N-8: Prior to the issuance of building permits for the homes, the Applicant shall submit an interior noise analysis (INA) to ensure that the homes are constructed to provide the appropriate construction features to conform to interior noise levels below an Ldn or CNEL of 45 dB in any room.

PLANNING CONDITIONS

1. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued, including any applicable City-Wide Facilities fees subject to the terms of the associated Development Agreement.

2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department.
3. If blasting is required, verification of a San Diego County Explosives Permit and a copy of the blaster's public liability insurance policy shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
4. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
5. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
6. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting) of the Escondido Zoning Code. All outdoor lighting shall be provided with appropriate shields to prevent light from adversely affecting adjacent properties. Conformance with the Outdoor Lighting Ordinance shall be demonstrated on the building permits/improvements plans
7. The design of the project shall be in substantial conformance with the plans/exhibits and details in the staff report to the satisfaction of the Planning Division.
8. All new utilities shall be underground.
9. All project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division. A minimum six-foot-high masonry block noise attenuation/screen wall shall be constructed along the Vista Avenue and Ash Street frontages. The wall shall be constructed of decorative block with pilasters at appropriate intervals. A decorative cap also shall be used (rolled mortar cap not allowed). Appropriate sight distance shall be maintained at all street and driveway intersections.
10. Three copies of a revised Tentative Map, reflecting all modifications (if any) and any required changes shall be submitted to the Planning Division for certification prior to submittal of grading and landscape plans and the final map.
11. All lots shall meet the lot area (gross and net) and lot width requirements of the underlying R-1-10 zone. Conformance with these requirements shall be demonstrated on the Tentative Map submitted for certification, the grading plan and final map. Non-compliance with these minimum standards will require in revisions to the map.
12. Prior to submittal of building plans into plan check, the applicant shall submit a design review application package to the Planning Division with the appropriate fee. Building permits will not be issued until the lot plotting, home designs and project landscaping have been approved by Planning Division staff through design review.
13. No street names are part of this approval. A separate request shall be submitted prior to final map.
14. All habitable buildings shall be noise-insulated to maintain interior noise levels not exceeding 45 dBA or less. An Interior Noise Assessment (INA) shall be submitted with the first submittal of the building

plans for the homes. Conformance with this requirement shall be demonstrated on the building plans in accordance with the recommendations of the INA.

15. Prior to recordation of the final map, two copies of the CC&Rs shall be submitted to the Planning Division for review and approval. The CC&Rs shall contain provisions for the maintenance of any common landscaping, perimeter walls, utility easements and pedestrian walkways, fencing, common drainage facilities, etc. to the satisfaction of the Planning and Engineering Divisions. A review fee established in the current fee schedule shall be collected at the time of submittal.
16. All proposed grading shall conform to the conceptual grading as shown on the Tentative Map, or as otherwise specified in the Development Agreement, to the satisfaction of the Engineering Division and Planning Division.
17. This Tentative Subdivision Map shall expire concurrently with the expiration of the Development Agreement if a final map has not been approved or an extension of time has not been granted.
18. Lots 2, 13, 29, 31, 38 and 40 – The narrowest of street frontage shall be considered the front yard for setback purposes, and the longer street frontage shall be considered the side street, unless otherwise modified/determined by the Planning Commission.
19. Lot No. 2 - If the project perimeter wall along the Ash Street frontage is required to be located outside of the water easement, then the area on the eastern side of the wall shall be landscaped and shall be maintained by the project HOA. An appropriate landscape easement shall be established for this area, and landscaping requirements included in the CC&Rs.
20. Prior to annexation, the northern panhandle section of the project site shall be separated from the project by a boundary adjustment approved by the County. If the boundary adjustment is not feasible, then the subject panhandle shall remain within the County's jurisdiction, and become a lettered open-space parcel of the map (or as may be otherwise designated) to be included in the final map for certification, to the satisfaction of the Engineering Division. This panhandle shall be maintained by the project HOA, but may be separated from the project in the future, subject to approval by the County.
21. The City of Escondido hereby notifies the applicant that State Law (SB 1535) effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Game. If the project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to "County Clerk", in the amount of \$2,260 for a project with a Negative Declaration. These fees include an authorized County administrative handling fee of \$50.00. Failure to remit the required fees in full within the time specified above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Game filing fee payment, 2) a receipt or other proof of payment showing previous payment of the filing fee for the same project, or 3) a completed form from the Department of Fish and Game documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filing fee is not paid for a project, the project will not be operative, vested or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code).

Landscaping Conditions

1. Prior to occupancy, all perimeter, slope, front yard (if required) and storm water landscaping shall be installed. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition.
2. Detailed landscape and irrigation plan(s) shall be submitted in conjunction with the submittal of grading plans for the project, to the satisfaction of the Planning Division. Five sets of plans shall be submitted to the Engineering Division with the first plan check submittal. A plan check fee based on the current fee schedule will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Water Efficient Landscape Regulations) of the Escondido Zoning Code. The plans shall be prepared by, or under the supervision of a licensed landscape architect. Seven sets of complete plans shall be submitted to the Engineering Division for final approval prior to the approval of the final grading plans.
3. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
4. Street trees shall be provided along each of the site's street frontages, in conformance with the Landscape Regulations and the City of Escondido Street Tree List. Trees not identified on the City's Street Tree List may be allowed, subject to approval of the Public Works Department and Engineering Division. Trees within five feet of the pavement shall be provided with root barriers.
5. Details of project fencing and walls, including materials and colors, shall be provided on the landscape plans. Decorative fencing shall be used to secure the on-site storm water features and portion of Lehner Avenue subject to street vacation. Standard gray/silver chain-link fencing would not be considered decorative fencing. Black- or green-coated chain-link fencing may be considered in certain areas (such as Lot "C" Basin) if a decorative type post (other than standard steel pipe) is incorporated into the design. The security fencing shall be setback an appropriate distance from the front property line for visual purposes and to maintain appropriate sight distance, to the satisfaction of the Planning Division and Engineering Division.
6. The on-site storm water features shall include enhanced landscape elements, especially Lot "A" and "B" Basins due to their visibility from Vista Avenue. The landscape design should appear to be a visual amenity for the project.
7. Appropriate landscape features shall be incorporated within the portion of Lehner Avenue to be vacated. Due to the various access requirements for this area, the design should be durable, low maintenance, and vandal resistant, while creating an aesthetically pleasing, safe, and secure environment. Sprinklers, control boxes, irrigation covers, catch basins, etc., should be designed and located to deter vandalism and also so they do not present a potential trip hazard along the pedestrian walkway.

ENGINEERING CONDITIONS OF APPROVAL ESCONDIDO TRACT NUMBER SUB14-0002

GENERAL

1. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Engineer and City Attorney shall be posted by the developer with the City of Escondido prior to the approval of this subdivision final map and final plans.
2. Grading or Building permits will not be issued for any construction within this subdivision prior to recordation of final map, unless allowed under provisions of the Development Agreement for the project.
3. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
4. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
5. The engineer shall submit to the Planning Department a copy of the tentative map as presented to the Planning Commission and the City Council. The tentative map will be certified by the Planning Department that it is an accurate reproduction of the approved tentative map and must be included in the first submittal for plan check to the Engineering Department.
6. This subdivision is contiguous to the facilities of County of San Diego and SDCWA. The County and SDCWA may be required to review and/or sign the on and/or offsite improvement plans. It will be the responsibility of the developer to pay for all fees for plan checking and permit approval. All agency approvals shall be submitted to the City Engineer prior to issuance of construction permits or map recordation.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be constructed to City Standards as required by the Subdivision Ordinance in effect at the time of the tentative map approval to the satisfaction of the City Engineer.

2. The developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and aggregate base on the following streets:

<u>STREET</u>	<u>CLASSIFICATION</u>
Lehner Avenue	Residential
Street "A", "B", "C", "D"	Residential
N. Ash Street	Local Collector
Vista Avenue	Collector

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. The developer shall be responsible for full width construction and upgrading of N. Ash Street to local collector street standards from the intersection of Ash Street and Vista Avenue, to the northerly project boundary on the west side and to the northerly boundary of APN 224-142-29 on the east side. Improvements shall include but not be limited to concrete curb, gutter, street lights, street trees, and sidewalk (contiguous and non-contiguous) on both sides. Based on potholing results, at the time of final plan submittal or prior to construction, reconstruction of the asphalt paving and aggregate base roadway section may be required to meet local collector street standards.
4. The developer shall be responsible for upgrading the existing roadway section for Lehner Avenue from the easterly project boundary to the centerline of N. Ash Street, to residential street standards. The roadway shall be widened to 28-feet from curb to berm with sidewalk on one side and shall be signed for no parking on north side. Based on potholing results, reconstruction of the asphalt paving and aggregate base roadway section may be required to meet residential street standards.
5. The developer shall be responsible to construct Lehner Avenue as a residential cul-de-sac within the project site, with elimination of public vehicular access to Vista Avenue, including but not limited to, concrete curb, gutter, street lights, street trees, and sidewalk on both sides. The existing section of Lehner Avenue that is subject to street vacation shall be reserved with public utilities, emergency and pedestrian access easements. The area shall be enhanced with new paving and a concrete walkway, fenced on both sides with Fire Department approved emergency access gates and accommodation for pedestrian access at both ends.
6. The developer shall improve the intersection of N. Ash Street and Lehner Avenue as a full intersection with curb returns and curb ramps on the south-west side of the intersection and improved turning radius with asphalt concrete berm on the north-west side, in accordance with the Tentative Map and to the satisfaction of the City Engineer.

7. The developer shall be responsible to construct Vista Avenue in accordance with the approved intersection design for Vista Avenue and N. Ash Street and collector street classification. Vista Avenue improvements shall consist of construction of 42 feet of new roadway section, including asphalt paving and aggregate base. Project frontage shall be improved to Local Collector Street Standards including but not limited to, concrete curb, gutter, sidewalk, street lights, and street trees. The opposite side of the street shall be improved with concrete curb and gutter with no sidewalk.
8. The developer shall be responsible to reconstruct the intersection of Vista Avenue and Ash Street in accordance with the project tentative map. Intersection of Vista Avenue and Ash Street design plans shall be approved and bonded for prior to approval of the Final Map for the project and shall be fully constructed with an operational traffic signal system prior to closure of Lehner Avenue to the public. Improvement of Ash Street and Vista Avenue intersection requires offsite right-of-way that shall be secured by the project developer prior to scheduling the project for approval of the Tentative Map by the City Council.
9. The developer shall be responsible for design and construction of a traffic signal system and signing and striping for the intersection of Vista Avenue and N. Ash Street. The signal system shall be bonded for prior to approval of the final map and constructed prior to closure of Lehner Avenue to public traffic.
10. The developer shall be responsible for construction of all interior streets to residential street standards including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and aggregate base.
11. The developer shall be responsible for design and construction of the following offsite improvements which are partly qualified for reimbursement in accordance with provisions of the Development Agreement;

Vista Avenue:

- a) Frontage improvements along APNs 224-120-01, -10, -11, -12 and -36.

Improvements shall consist of widening of Vista Avenue along the frontage of the five (5) properties to local collector standards with contiguous and non-contiguous sidewalk and parkway landscaping with sub-drain to conform to green street criteria for storm water treatment. The project landscape architect shall prepare a green street design and drought tolerant plants in the parkway area as a part of project landscaping design subject to review and approval by the Director of Community Development. The developer shall be responsible for the installation of the landscaping and temporary irrigation and maintenance of the offsite landscaped area until the landscaping is established, prior to turning over maintenance responsibilities, as approved by the City Engineer. Where approved by the property owner, street trees shall be placed on private property at the rate of 30' spacing; however, trees may be clustered at various locations. The developer shall be responsible for coordination of driveway construction, joining existing private improvements and installation of landscaping and trees with all property owners. Roadway rehabilitation shall be in accordance with paragraph 11.b below.

- b). Rehabilitation of roadway along APN 227-560-01 to Bellow Hills Ln.

Offsite Vista Avenue improvements shall include removal of the existing roadway section and construct a full structural section consisting of 4 inches of asphalt concrete over 8 inches of base. The improvements shall also include preparation of signing and striping plan and construction of signing and striping to the satisfaction of the City Engineer.

- c). Reconstruction of 10 feet of roadway between Below Hills Lane and N. Ash Street.

Improvements shall include removal and reconstruction of the southerly 10 feet of roadway to provide for a full 42 feet of new asphalt paving and aggregate base section along the project frontage. Curb and gutter shall be installed along the southerly side of Ash Street.

N. Ash Street:

- d). Frontage improvements along APN 224-142-19 and -29.

Improvements along the property frontages along Ash Street shall consist of removal of the existing roadway section to centerline, reconstruct roadway segment to Local Collector standard with non-contiguous sidewalk and parkway landscaping to conform to green street criteria for storm water treatment. The project landscape architect shall prepare a design to include drought tolerant plants in the parkway area as a part of the project landscaping design subject to review and approval by the Director of Community Development. The developer shall be responsible for the installation of the landscaping and temporary irrigation and maintenance of the offsite landscaped area until the landscaping is established, prior to turning over maintenance responsibilities, as approved by the City Engineer. Where approved by the property owner, street trees shall be placed on private property at the rate of 30' spacing; however, trees may be clustered at various locations. The developer shall be responsible for coordination of driveway construction, joining existing private improvements and installation of landscaping and trees with all property owners. Improvements along 224-142-19 and -29 shall be designed with contiguous sidewalk to avoid impacts to the existing block wall and gate, and private landscaping outside the public right-of-way.

12. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved roadways within and outside the school zone. The developer will be responsible for removal of all existing and construction of all new signing and striping in compliance with the new MUTCD standards and to the satisfaction of the City Engineer.
13. The address of each dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both

cases, the address shall be placed in a manner and location approved by the City Engineer and Fire Marshal.

14. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.
15. Construction traffic is restricted during School peak hours 7:00 to 8:30 am and 2:00 to 3:30 pm, unless a traffic management plan that proposes no conflict between construction and school traffic is approved by the City Engineer prior to issuance of Encroachment Permit.
16. The developer shall be required to construct City standard LED street lighting in accordance with the City standards and the requirements of the City Engineer.
17. Public Utilities Easement access roads shall be to the requirements of the City Engineer and Utilities Director.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report and on the grading plan, that he/she has reviewed the grading and retaining wall design and found it to be in conformance with his/her recommendations.
2. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.
3. Cut slope setbacks must be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
4. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
5. A General Construction Activity Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one (1) or more acres.
6. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.

7. All existing foundations and structures, other than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site.
8. Unless specifically permitted to remain by the County Health Department, any existing wells within the project shall be abandoned and capped, and all existing septic tanks within the project shall be pumped and backfilled per County Health Department requirements.
9. The developer will be required to obtain permission from neighboring property owners for any off-site street improvements, grading and slopes necessary to construct the project and/or the required improvements.

DRAINAGE

1. Final drainage improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study prepared by the developer's engineer. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. The Water Quality Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.
3. All storm water treatment and retention facilities and their drains including the bio-retention basins, and their gravel HMP underground storage basins shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the home owners' association. Provisions stating the maintenance responsibilities shall be included in the CC&Rs.
4. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement. This agreement shall be referenced in the CC&Rs.
5. All storm drain systems outside public right-of-way, within the project are private. The responsibility for maintenance of these storm drains shall be that of the homeowners' association. Provisions stating this shall be included in the CC&Rs.

WATER SUPPLY

1. A public water main extension is required to provide water service and/or fire protection for the project. The developer is responsible for upsizing the following water mains:
 - a. The existing water main in Lehner Avenue shall be upsized to a 12" water main from Ash Street to Vista Avenue. The new water line could be placed under the sidewalk to maintain adequate separation with existing sewer main, as approved by the Utilities Engineer.

- b. The existing water main in Vista Avenue shall be upsized to an 8" water main from Ash Street west to the existing 8" water main in Vista Avenue.
2. All water mains shall be looped throughout the project to the satisfaction of the Utilities Engineer.
3. All public water improvements shall be designed per the City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
4. Fire hydrants shall be installed at locations approved by the Fire Marshal.

SEWER

1. An 8" public sewer main shall be constructed along the project frontage in Ash Street from Street "B" to Vista Avenue to the satisfaction of the Utilities Engineer.
2. All sewer main extensions and the location and sizing of mains shall be designed per the City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
3. All onsite sewer mains shall be public. All on-site sewer laterals shall be private. The Homeowners' Association will be responsible for all maintenance and repair of these laterals. This shall be clearly stated in the CC&Rs.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. The developer shall make all necessary dedications for public rights-of-way on the following streets contiguous to the project to bring the roadways to the indicated classification.

STREET

Lehner Avenue

Street "A", "B", "C", "D"

Ash Street

Vista Avenue

CLASSIFICATION

Residential

Residential

Local Collector

Collector (Modified)

All easements, both private and public, affecting subject property shall be delineated on the final map.

2. Approval of the project as proposed is subject to street vacation. The developer is responsible for making the arrangements to vacate all streets or quitclaim all easements of record which conflict with the proposed development prior to approval of the final map. All street vacations shall be accomplished by means of a separate public hearing in advance of or concurrent with Final Map approval. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the final map. Building permits will not be issued for lots in which construction will conflict with

existing easements, nor will any securities be released until the existing easements are quitclaimed.

3. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.

REPAYMENTS, FEES AND CASH SECURITIES

1. A repayment of \$20,613.00 is due to the City of Escondido for existing improvements approved for repayment by Resolution 91-385 and that will serve this development.
2. A repayment of \$26,295.27 is due to the City of Escondido for existing improvements approved for repayment by Resolution 91-385 and that will serve this development
3. A repayment of \$4128.85 is due to the City of Escondido for the existing improvements approved for repayment by Resolution 91-385 and that will serve this development.
4. A repayment of \$4,202.78 is due to the City of Escondido for the existing improvements approved for repayment by Resolution 87-393 and that will serve this development.
5. A repayment of \$4,620.25 is due to the City of Escondido for the existing improvements approved for repayment by Resolution 87-393 and that will serve this development.
6. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the City Engineer.
7. The developer shall be required to pay all development fees of the City then in effect at the time, including North Broadway Deficiency Fee, and in such amounts in accordance with the provisions of the Development Agreement.

CC&Rs

1. Copies of the CC&Rs shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the final map.
2. The developer shall make provisions in the CC&Rs for maintenance by the homeowners' association of all parkway landscaping and irrigation within the project site and along project frontages on Vista Avenue and Ash Street, storm water treatment basins and facilities, emergency gates, sewer laterals, common open spaces, including public utilities

easement access roads and pedestrian pathways. These provisions must be approved by the Engineering Department prior to approval of the final map.

3. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Water Quality Technical Report for the project.
4. The CC&Rs must state that the homeowners' association assumes liability for damage and repair to City utilities in the event that damage is caused by the home owners' association when repair or replacement of private utilities is done.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance.
2. All new dry utilities to serve the project shall be constructed underground.
3. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground

DRAFT DEVELOPMENT AGREEMENT

TERM SHEET

1. **Background.** Developer Pacific Land Investors, LLC, seeks to acquire, and improve several undeveloped tracts/subdivisions within the Stanley/Lehner Block and the Stanley/Vista Block as depicted on Exhibit E. Owners of the undeveloped property within the Stanley/Lehner Block and the Stanley/Vista Block seek separate development agreements with terms that spread the cost of the various improvements across all owners. Development agreements for Tracts 889 and 894 have been completed and recorded in the official records of the San Diego County Recorder. In addition to the Tract 889 and 894 properties, Developer envisions another 57 units, including those in SUB13-0003 and SUB13-0013 which were approved on 6-18-14, may be developed within the Stanley/Lehner Block and 40 units may be developed within the Stanley/Vista Block. Developer further envisions the possibility that all undeveloped properties within the Stanley/Lehner and Stanley/Vista Blocks will be developed at the same time. The 97 units to be developed shall be subject to cost sharing for the improvements described below. City seeks to ensure that the necessary public infrastructure improvements are made in a timely manner, even if the properties are not developed as one unit.

2. **Sale of Property.** Owner has entered into an agreement to sell the Property to Pacific Land Investors, LLC, ("PLI") and by letters dated August 6, 2013, February 11, 2014, February 18, 2014, and October 14, 2014, on file with the City, has authorized Mark Ferraro of PLI to act on its behalf with respect to this Agreement.

3. **Owner Contribution to Capital Improvement Projects.** Owner agrees to construct or financially support all mitigation measures, all improvements required as Engineering Conditions of Approval Escondido Tract Number SUB 14-0002, Planning Conditions of

Approval Escondido Tract Number SUB 14-0002 published in the Escondido City Council Resolution approving the Property's Tentative Map and the following improvements based upon Escondido Design Standards and Standard Drawings (Effective Date: April 2, 2014). All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet.

a. North Broadway Deficiency Fee. Owner shall pay the City \$12,500.00 per unit shown on the Project's approved Final Map prior to the City's issuance of the first building permit for the Project to finance roadway and drainage improvements in the vicinity of the Project..

b. N. Ash Street. & Vista Avenue Intersection Improvements. Prior to the issuance of a building permit, Owner shall directly reimburse Eight Hundred and Twenty-Five dollars (\$825) per unit (\$80,000/97 units), for each unit subject to this Agreement, to the developer or owner of any tract or subdivision within the Stanley/Lehner Block who has previously improved the intersection by completing the construction of the intersection and dedicated turn lanes on all approaches.

c. Sewer Line. Prior to the issuance of a building permit for the Project, Owner shall construct a new 8-inch sewer line in Ash Street from Lehner Avenue to Vista Avenue to the satisfaction of the City Engineer. Owner will construct the sewer line for public benefit of future users and will be entitled to apply to the City for a reimbursement agreement requiring contribution from future property owners not within the boundary of the Project who connect to the line for a period of ten years after issuance of the first building permit.

d. Ash Street Off-site Improvements. Prior to the issuance of the final building permit for the Project, Owner shall construct frontage improvements on Ash Street as follows:

Frontage improvements along APN 224-142-19 and 29 shall consist of removal of the existing roadway section to center line, reconstruct roadway segment to Local Collector standard with contiguous sidewalk and parkway landscaping. Project landscape architect shall prepare a design for drought tolerant plants in the parkway area as a part of project landscaping design subject to review and approval by the Planning Director. The developer shall be responsible for the installation of the landscaping and temporary irrigation and maintenance of the offsite landscaped area until the landscaping is established, prior to turning over maintenance responsibilities, as approved by the City Engineer. Where approved by the property owner, street trees shall be placed on private property at the rate of 30' spacing; however, trees may be clustered at various locations. The developer shall be responsible for coordination of driveway construction, joining existing private improvements and installation of landscaping and trees with all property owners. Improvements along 224-142-19 and 29 shall be designed with contiguous sidewalk to avoid impact on the existing block wall and gate, and private landscaping outside public right-of-way.

Upon completion of these improvements by Owner, the City will waive or reimburse \$ TBD of the Project's North Broadway Deficiency.

e. Vista Avenue Offsite Improvements. Prior to the issuance of the final building permit for the Project, Owner shall construct frontage improvements on Vista as follows:

i). Frontage improvements along APN#s 224-120-01, 10, 11, 12 and 36 shall consist of widening of Vista Avenue along the frontage of the 5 properties to local collector standards with contiguous and non-contiguous sidewalk and parkway landscaping with sub-drain to conform to green street criteria for storm water treatment. Project landscape architect shall prepare a green street design and drought tolerant plants in the parkway area as a part of project landscaping design subject to review and approval by the Planning Director. The developer shall be responsible for the installation of the landscaping and temporary irrigation and maintenance of the offsite landscaped area until the landscaping is established, prior to turning over maintenance responsibilities, as approved by the City Engineer. Where approved by the property owner, street trees shall be placed on private property at the rate of 30' spacing; however, trees may be clustered at various locations. The developer shall be responsible for coordination of driveway construction, joining existing private improvements and installation of landscaping and trees with all property owners. Roadway rehabilitation shall be in accordance with paragraph ii below.

ii). Rehabilitation of roadway along APN 227-560-01 to Bellow Hills Ln.

Offsite Vista Avenue improvements shall include removal of the existing roadway section and construct a full structural section consist of 4 inches of asphalt concrete over 8 inches of base. The improvements shall also include preparation of signing and striping plan and construction of signing and striping to the satisfaction of the City Engineer.

iii). Reconstruction of 10 feet of roadway between Bellow Hills Lane and N. Ash Street shall include removal and reconstruction of southerly 10 feet of roadway to provide for a full 42 feet of new asphalt paving and aggregate base section along project frontage. Curb and gutter shall be installed along southerly side of Ash Street.

Upon completion of these improvements by Owner, the City will waive \$ TBD of the Project's North Broadway Deficiency fee.

f. N. Ash Street. & Vista Avenue Signalization. Upon completion of the signalization of this intersection by Developer to the satisfaction of the City or County Engineer, City shall disburse to Owner any funds it has collected, and is still holding, from the developer or owner of any tract or subdivision within the Stanley/Lehner Block as a contribution toward the signalization.

4. Notice. Addresses for Notice described in Article III, paragraph 7 of the Agreement are as follows:

To the City:
City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025
FAX (760) 741-7541

With Copy to:
Jeffrey R. Epp, Esq.
City Attorney
City of Escondido
201 N. Broadway
Escondido, CA 92025
FAX (760) 741-7541

To the Owner:

Pacific Land Investors, LLC
Attn: Mark Ferraro
111 Pacifica, Ste. 130
Irvine, CA 92618
FAX 949-789-0006

With copy to:

David W. Ferguson, Esq.
Lounsbery Ferguson Altona & Peak, LLP
960 Canterbury Place, Suite 300
Escondido, CA 92025
FAX (760) 743-9926

The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

END OF TERM SHEET

NOTE: TBD (To Be Determined) based on final cost estimates to be approved by the City Council with the Final Development Agreement.

February 22, 2015
Michael and Maria Escobedo
533 Stanley Avenue
Escondido, CA 92026
760.489.9381

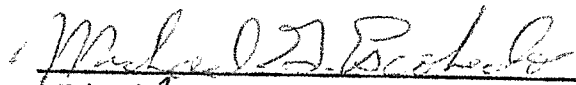
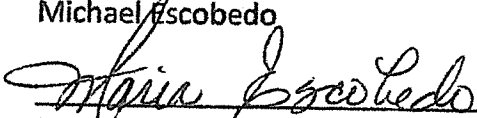
Jay Paul
City of Escondido
Planning Division
201 N. Broadway
Escondido, CA 92025

Re: Zenner Development and Annexation/Reorganization (ENV 14-0003, SUB 14-0002, PHG 14-0006, PHG 14-0007)

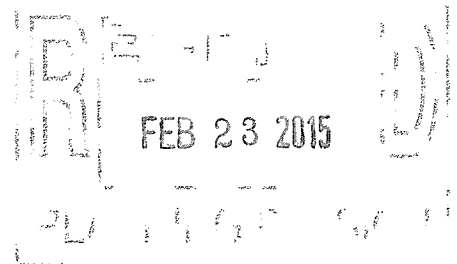
We live on the north side of this development at the above address.
Comments on proposed development:

- 1) Our well that we use is within 86 ft. of the proposed development. At no time is it allowable to develop anything, or drainage usage that may contaminate our well.
- 2) We want a permanent, maintained solid fence on your side of the property line.
- 3) We strongly oppose closing of Lehner to the public.
- 4) We support an open space play area for the use of the development properties. Something that will keep owners from overflowing into the outlying open spaces (such as school, roads that may be used for basketball hoops, parking for cars).
- 5) We support a hiking or walk way area that is safely detached from the road. The preference is that this trail tie-in to the surrounding (Pacific Land Investors) developments in the nearby areas.

Thank you,


Michael Escobedo

Maria Escobedo

cc: Jay Petrek



Jay Paul
City of Escondido
Planning Division
201 N. Broadway
Escondido, CA 92025

Re: Zenner Development and Annexation/Reorganization (ENV 14-0003, SUB 14-0002, PHG 14-0006, PHG 14-0007)

Neighbors of the above development who oppose closing Lehner:

DATE	NAME	ADDRESS	
2/22/15	Disiree Mondragon	604 Stanley Ave	3, 4, 5 ✓ Keep Lehner Open open space hiking trail close
2-22-15	Seth Mondragon	604 Stanley Ave.	
2/22/15	John T. Douglas	526 STANLEY Ave	
2/22/15	Carmen B. Douglas	526 Stanley Ave	
2/22/15	Michael Douglas	526 Stanley Ave.	
2/22/15	[Signature]	526 Stanley Ave.	
2/22/15	Vaughn Howard	508 Stanley Ave.	open spaces Hiking trails
2/22/15	Sonia Aguilar	515 STANLEY Ave	Open spaces and Hiking trails
2/22/15	Mercedes Marquez	Mercedes Marquez	Open spaces & Hiking trail
22 FEB 15	Mike Kier	334 Poppy Field	
2/22/15	Beiben Lu	327 Stanley Ave	
2-22-15	Joe Estrella	1972 Bienvenido Ln.	
2-22-15	Joan Perron	1972 Bienvenido Ln	

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Re: Zenner Development and Annexation/Reorganization (ENV 14-0003, SUB 14-0002, PHG 14-0006, PHG 14-0007)

Neighbors of the above development who oppose closing Lehner:

DATE	NAME	ADDRESS	
2-22-15	Brad Allabad	1963 Bienvenido Ln. Escondido 92026	Also Hiking Trails, Park
2-22-15	Mark Reed	1964 Bienvenido Ln. Escondido 92026	want open space
2-22-15	NICOLE DECESARI	1954 Bienvenido Ln Escondido 92026	
2/22/15	Jay Biery	1951 Bienvenido Ln.	
2/22/15	Justin Bush	1937 Bienvenido Ln. Escondido CA 92026	Add park for kids open space
2/22/15	MAURA Mirelos	1944 Bienvenido LN ESC	Add park for kids
2/22/15	Marcia Hazzard	1918 Bienvenido Ln Escondido CA 92026	
2-22-15	M. Cristina Gutierrez	315 El Diablo Ct. Escondido 92026	
2-22-15	William V. A. Moore	319 Aspen Ct Escondido 92026	
2-22-15	Kathryn Glicker	519 Stanley Ave, 92026	solid wall !!!
2/22/15	Ereg Eckel	519 Stanley Ave, 92026	solid wall fence, Hiking walk way, play area
2/23/15	Carley Rittberg	610 Stanley Ave, 92026	want open space shiking trail

Re: Zenner Development and Annexation/Reorganization (ENV 14-0003, SUB 14-0002, PHG 14-0006, PHG 14-0007)

Neighbors of the above development who oppose closing Lehner:

DATE	NAME	ADDRESS
2/23	JUDIE WILSON	2117 KARWARREN CT. (want open space)
2/23	Anne Bathe Haddock	2119 Karwarren Ct. ① We are opposed to Lehner Ave. being closed off. ② We want open space.
2/23	William A. Haddock	2119 Karwarren Ct. ③ We want a park for the children. ④ We want a biking and/or hiking trail.
2/23	KHAMSAJ NACHAMPASAK	405 Stanley Ave
2/23	Vicky Gates	2131 Teal Glen
2/23	Wary King	335 Whippoorwill Glen
2/23	Bonnie Hughes	341 Sunflower Glen
2/23	Freda Messer	2139 Teal Glen
2/23	Donna Paul-Bell	511 Stanley Ave.
2/23	Gandy Christ Bell	511 Stanley Ave.

Park would be nice and lots of \$ to school district

Jay Paul
City of Escondido
Planning Division
201 N. Broadway
Escondido, CA 92025

Re: Zenner Development and Annexation/Reorganization (ENV 14-0003, SUB 14-0002, PHG 14-0006, PHG 14-0007)

Neighbors of the above development who oppose closing Lehner:

DATE	NAME	ADDRESS
3/15/15	Jen Polkan	1198 Shay Place
3/15/15	Cam Tran	1194 Shay Place
3/15/15	Jean Pike	1188 Shay Pl.
3/15/15	Todd Reed	1184 Shay Pl.
3-15-15	Chris Sturges	619 Collins Terrace

Jay Paul
City of Escondido
Planning Division
201 N. Broadway
Escondido, CA 92025

Re: Zenner Development and Annexation/Reorganization (ENV 14-0003, SUB 14-0002, PHG 14-0006, PHG 14-0007)

Neighbors of the above development who oppose closing Lehner:

DATE	NAME	ADDRESS
3/15/15	Michael Woo-Ming	1147 Amelia Pl. Escondido CA 92026
3/15/15	Deborah Woo-Ming	1147 Amelia Pl. Esc. CA 92026
3/15/15	Alex Anguano	1126 Amelia Pl. Anguano Esc. CA 92026
3/15/15	Janelle Herrick	1104 Amelia Pl Esc CA 92026
3-15-15	James Smith	1104 AMELIA PL ESC CA 92026
3/15/15	Mr. [Signature]	1927-CONWAY DR ESC 92026
3-15	Theresa [Signature]	- 1901 Conway Dr. 92026
3-15	Blair Perillo	1183 Shay Place 92026
3/15/15	James Perillo	1183 Shay Place 92026
3/15/2015	Miguel Gozuan	1201 SHAY PLACE 92026
3/15/2015	Fernando [Signature]	1216 Shay Place 92026
3/15/2015	RUDY CURTIS	1200 SHAY PL. 92026

Jay Paul
City of Escondido
Planning Division
201 N. Broadway
Escondido, CA 92025

Re: Zenner Development and Annexation/Reorganization (ENV 14-0003, SUB 14-0002, PHG 14-0006, PHG 14-0007)

Neighbors of the above development who oppose closing Lehner:

DATE	NAME	ADDRESS
<u>3/15/15</u>	<u>[Signature]</u>	<u>1103 Lehner Ave</u>
<u>3/15/15</u>	<u>Julie Ann Mortland</u>	<u>1107 Lehner Ave</u>
<u>3/15/15</u>	<u>[Signature]</u> Dwain Camp	<u>1125 Lehner Ave</u>
<u>3/15/15</u>	<u>Don Prescott</u> Don Prescott	<u>1089 LEHNER AVE</u>
<u>3/15/14</u>	<u>Debi Prescott</u>	<u>1089 Lehner Ave</u>
<u>3/15/14</u>	<u>Joanne Reilly</u>	<u>1983 Conway Dr</u>
<u>3/15/15</u>	<u>[Signature]</u>	<u>1983 Conway DR</u>
<u>3/15/15</u>	<u>Chien Nguyen</u> Chien Nguyen	<u>1977 Conway Dr.</u>
<u>3/15/15</u>	<u>Antony G</u>	<u>1955 Conway Drive</u>
<u>3/15/15</u>	<u>Rita Libonatti</u>	<u>1955 Conway Drive</u>
<u>3/15/15</u>	<u>James Hoeft</u>	<u>1129 Amelia Place</u>
<u>3/15/15</u>	<u>Kyoko Hoeft</u>	<u>1129 Amelia Place</u>
<u>3/15/15</u>	<u>ERIKA Hoeft</u>	<u>1129 Amelia Place</u>

Re: Zenner Development and Annexation/Reorganization (ENV 14-0003, SUB 14-0002, PHG 14-0006, PHG 14-0007)

Neighbors of the above development who oppose closing Lehner:

DATE	NAME	ADDRESS
3-1	B. L. Schwarz	2427 Smokewood Pl, 92026
3-1	Christopher Alvares	1115 Honeysuckle Way 92026 ^{W. 1st. Park}
3-1	Christine Reese	1139 Honeysuckle Way, Esc. 92026
3-1	Tom Kiley	1163 Honeysuckle Way Esc 92026
3-	Sheri Kennedy	1163 Honeysuckle Way Esc 92026
3/1	Russell Parrish	511 Stanley Ave Esc 92026
2-29	Robert L. Rice	511 Stanley Ave
2/15	Toni Reese	1178 Honeysuckle Way
3/15	Jennifer Tok	1166 Honeysuckle Way
3/15	Tom McCoy	1142 Honeysuckle Way
3/15	Shaun All	1103 Lehner Ave. Esc 92026
3/15	Randall R. All	1103 Lehner Ave.
3/15	Carl	1103 Lehner Ave Escondido. 92026

Jay Paul
 City of Escondido
 Planning Division
 201 N. Broadway
 Escondido, CA 92025

Re: Zenner Development and Annexation/Reorganization (ENV 14-0003, SUB 14-0002, PHG 14-0006, PHG 14-0007)

Neighbors of the above development who oppose closing Lehner:

DATE	NAME	ADDRESS
2/27/15	Ernst Lehner	1955 NO HIGH - ESC - 92026
2/27/15	David Leavelle	1955 NO HIGH, ESC. Ca 92026
2/28-15	Lisa Montrose	1930 11th Ave
2/28/15	Steve Banham	1906 N.NA want bike path
2/25/15	Danny White	1914 N.NA want Bike path
2/22/15	Tom Williams	1937 N.NA
2/25/15	Clark Zerk	1941 Pheasant Pl.
2/25/15	Scott Hanley	1935 PHEASANT PL BEE PATH
3-1-15	Monta Gonzales	1929 Pheasant Pl. Esc. want Bike path
3-1-15	Lawrence Saccoccio	911 Pheasant Pl. Esc want walking & bike paths
3-1-15	Jim Wennerstrom	1906 PHEASANT PL ESC 92026 WALKING PATH?
	Leopoldo Ortega	1917 Pheasant PL ESC 92026 want walking park

Jay Paul
 City of Escondido
 Planning Division
 201 N. Broadway
 Escondido, CA 92025

Re: Zenner Development and Annexation/Reorganization (ENV 14-0003, SUB 14-0002, PHG 14-0006, PHG 14-0007)

Neighbors of the above development who oppose closing Lehner:

DATE	NAME	ADDRESS	
2/28/14	Gerald Humphrey	1930 PHEASANT PLACE	WANT A BIKE PATH
2/28/14	Nick Humphrey	1930 Pheasant + PLACE	I am worried about children walking to School Bike Path?
2/28/14	Al Zenner Jr	918 STANLEY AVE	We need a BIKE Path & Park for the Kids
2/28/14	Johann	918 Stanley Ave	We need a bike path + park for the Kids
2/28/15	Charles R. Lab	916 Stanley Ave	Need Bike Path + Park
2/28/15	Cecilia	916 Stanley Ave	need walking path, + park
2/28/15	Scott Clemons	923 Stanley Ave	
3/1/15		911 Stanley Ave	Need Park + bike path
3/1/15		911 Stanley Ave	Need Park + bike path
3/1/15	Gini B. Hays	1103 Haysville	
3/1/15	L. Hays	1103 Haysville	
3/1/15	Laurie Schwartz	2427 Smokewood Pl	

MITIGATION MONITORING PROGRAM

City of Escondido

40-Unit Residential Development and Annexation (APNs 224-130-07, 08, 12, 13, 224-142-20)

Project Case #s SUB 14-0002, ENV 14-0003, PHG 14-0006, PHG 14-0007

TABLE 1: MITIGATION MONITORING PROGRAM

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
IV. Biology	Trees	BIO-1a: Impacts up to approximately 54 mature trees shall be mitigated by replacement of 54 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, or as otherwise determined by the City Planning Department.	Replacement of trees	Applicant	City of Escondido	Prior to occupancy	One-time planting
IV. Biology	Trees	BIO-1b: Any mature trees removed as part of the future development of the Additional Annexation Area would be replaced at a 1:1 ratio with a minimum size of a 24-inch box. If any protected trees are located in the Additional Annexation Area at the time of the future development, they will be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069).	Replacement of trees	Applicant	City of Escondido	Prior to occupancy of new development within the Project's Additional Annexation Area	One-time planting
IV. Biology	Non-Native Grassland	BIO-2: Impacts to NNG within the Additional Annexation Area shall be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank.	Purchase of credits from Daley Ranch Bank	Applicant	City of Escondido	Prior to issuance of grading permit	One-time planting

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
IV. Biology	Raptor Nests	BIO-3: A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the Project Area if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.	Surveys if construction between January 1 to September 1. Avoidance and buffer if nests found.	Applicant	City of Escondido	Pre-construction	Pursuant to measure
IV. Biology	Nesting Birds	BIO-4: If Project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist will survey potential nesting vegetation within the Project Area for nesting birds, prior to commencing any Project activity. Surveys will be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings will be submitted to the City for review and concurrence prior to conducting Project activities. If no nesting birds were observed and concurrence was received, Project activities may begin. If an active bird nest is located, the nest site will be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area will not be disturbed until after September 15 or until	Surveys if construction between January 1 to September 1. Avoidance and/or buffer if nests found.	Applicant	City of Escondido	Pre-construction	Pursuant to measure

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
		the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work will occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.					
IX. Hydrology & Water Quality	Drainage facilities	HYD-1a: Adequate drainage improvements shall be installed to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows.	Drainage improvements	Applicant/ Contractor	City of Escondido	During Construction	N/A
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-1: The Project Applicant and/or contractor shall ensure that all construction equipment will have properly operating mufflers.	Maintain Equipment	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-2: Noise and groundborne vibration construction activities whose specific location on the Project Area may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.	Locate equipment away from sensitive receptors	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-3: Construction activities associated with the proposed Project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used and external jackets on the tools themselves shall be used where feasible.	Construction scheduling monitoring use of impact tools	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-4: The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.	Locate equipment away from sensitive receptors	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-5: If the Project is under the jurisdiction of the County at the time of development, the Applicant and/ or Contractor shall notify all construction workers prior to the commencement of construction that activities generating impulsive noise levels at the Project Area must be limited to no more than 15 minutes in a given hour when such activities are located adjacent	Construction worker education/notification	Applicant/ Contractor	County of San Diego	During construction	Daily monitoring during project construction

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
		to an off-site sensitive receptor (residence). Impulsive noise is defined by the County as a single noise event or a series of single noise events that causes a high peak noise level of short duration (one second or less) measured at a specific location (Section 36.410 of the County's Noise Abatement and Control Ordinance).					
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-6: The applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who shall be responsible for responding to any concerns regarding construction noise and vibration.	The liaison's telephone number(s) shall be prominently displayed at the project site. Signs shall also be posted at the project site that include permitted construction days and hours.	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-7: Construction activities shall be limited to permitted construction hours designated by the applicable jurisdiction for the project at the time of development. If the project is under the jurisdiction of the County at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 7:00 P.M. from Monday through Saturday. Further, no construction activity shall be undertaken on Sundays and recognized County holidays (Section 36.408 of the County's Noise Abatement	Limit hours of construction operation	Applicant/ Contractor	City of Escondido and County of Escondido	During Construction	Daily monitoring during project construction

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
		and Control Ordinance). If the project is under the jurisdiction of the City at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).					
XII. Noise	During occupancy	N-8: Prior to the issuance of building permits for the homes, the Applicant shall submit an interior noise analysis (INA) to ensure that appropriate design features have been incorporated into the homes to prevent interior noise levels reaching above an Ldn or CNEL of 45 dB in any room.	Sound insulating windows	Applicant/ Contractor	City of Escondido	Prior to occupancy	One-time review

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XVI. Transportation & Traffic	Decrease in service at the N. Ash Street / Lehnner Avenue intersection	T-1: N. Ash Street / Lehnner Avenue - The applicant/developer shall improve this intersection within the Lehnner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehnner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction, including frontage improvements to existing curbs, gutters, sidewalks and/or driveways that abut the proposed widened roadway. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).	Improvement of intersection.	Applicant	City of Escondido	Prior to occupancy	N/A

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XVI. Transportation & Traffic	Decrease in service at the N. Ash Street / Vista Avenue intersection	T-2: N. Ash Street / Vista Avenue - The applicant/developer shall improve this intersection with traffic signals, dedicated turn lanes on all approaches within the Lechner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lechner Avenue and Stanley Avenue). School related signing and striping should be implemented at the intersection per the MUTCD. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction, including frontage improvements to existing curbs, gutters, sidewalks and/or driveways that abut the proposed widened roadway.	Improvement of intersection payment of fair share.	Applicant	City of Escondido	Prior to occupancy	N/A
XVI. Transportation & Traffic	Increased traffic and construction scheduling	T-3: No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods	Schedule deliveries to not interfere with school traffic.	Applicant	City of Escondido	During construction	Daily

RESOLUTION NO. 2015-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A TENTATIVE SUBDIVISION MAP, STREET VACATIONS, ANNEXATION / REORGANIZATION AND ADOPTING A FINAL MITIGATED NEGATIVE DECLARATION, CEQA FINDINGS, AND MITIGATION MONITORING PROGRAM FOR THE ZENNER RESIDENTIAL DEVELOPMENT PROJECT

Planning Case Nos.: SUB 14-0002, PHG 14-0006, ENV 14-0003

WHEREAS, the Planning Commission on March 24, 2015, considered the proposed Zenner Development Project at a noticed public hearing consisting of a proposed Annexation/Reorganization that involves the approximately 13.97-acre (12.6 net acre) Zenner Development Project site, along with one additional 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. The project includes a 43-lot Tentative Subdivision Map consisting of 40 single-family residential lots (1-40) and three open space lots (A, B and C), vacation and closure of a portion of Lehner Avenue to through traffic; vacation of a portion of the unnamed street along the western boundary of the project; and Final Mitigated Negative Declaration. The Planning Commission recommended approval of the proposed Zenner Development Project and jurisdictional reorganization (Resolution No. 6039) consisting of an annexation to the City of Escondido and concurrent detachment from County Service Area (CSA) No. 135 (San Diego Regional Communications System) and exclusion from the Rincon Del Diablo Improvement District "E." The proposed project is located in an

unincorporated area of Escondido addressed as 510, 522 and 615 Lehner Avenue and 814 Vista Avenue (APNs 224-130-07, -08, -12 and -13) including the additional developed parcel to be included in the annexation located on the northeastern corner of Ash Street and Vista Avenue, addressed as 1914 N. Ash Street (APN 224-142-20), along with associated street frontages along Ash Street, Vista Avenue, Lehner Avenue and off-site section of Vista Avenue, Ash Street and Lehner Avenue, more particularly described in Exhibit "C" and depicted in Exhibit "D," both of which are attached to this Resolution and incorporated by this reference; and

WHEREAS, the following determinations were made:

1. That a notice was published and mailed as required by the Escondido Zoning Code and applicable State law.

2. That the application was assessed in conformance with the California Environmental Quality Act ("CEQA") and the City Council of the City of Escondido as lead agency under CEQA is responsible for adoption of the Final Mitigated Negative Declaration.

3. That a staff report was presented discussing the issues in the matter.

4. That a public hearing was held and that all persons desiring to speak did so.

5. That Ordinance No. 78-2 enacted pursuant to Section 65974 of the California Government Code and pertaining to the dedication of land and fees for school facilities has been adopted by the City of Escondido; and

WHEREAS, this City Council has considered the request, the staff report, the recommendations of the Planning Commission and the appropriate agencies, and public

testimony presented at the Council hearing and incorporates by reference the findings made therein; and

WHEREAS, that this annexation/reorganization is necessary in order for the subject properties to receive urban services available from the City of Escondido; and

WHEREAS, that this reorganization is consistent with the Sphere of Influence of the City of Escondido and affected districts; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Annexation/Reorganization, Tentative Subdivision Map, vacation and closure of a section of Lehner Avenue to through traffic; vacation of a portion of the unnamed public street along the western boundary of the project; and adopt the Final Mitigated Negative Declaration, as reflected in the staff reports, and on the plans and documents on file in the offices of the City Clerk and Planning Division.

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

1. That the above recitations are true.
2. That the City Council has reviewed and considered the Final Mitigated Negative Declaration prepared for this project in conformance with the California Environmental Quality Act ("CEQA"), the staff reports (and CEQA findings in the staff reports incorporated by this reference), and has heard and considered testimony given at the public hearing, and certifies the documents adequately address all environmental issues associated with the project and the project would not result in any significant impacts to the environment.
3. That the Mitigation Monitoring Program, included in Exhibit "B" and incorporated by this reference, addresses mitigation for potential project-related

impacts and the report will sufficiently mitigate and assign on-going responsibility for carrying out mitigation responsibilities which are appropriate to address and mitigate project-related impacts.

4. That the Findings of Facts and Factors to be Considered, attached as Exhibit "A" to this resolution and incorporated by this reference, were made by said Council, and upon their consideration along with the staff reports (copies of which are on file in the Planning Division), public testimony presented at the hearing, and all other oral and written evidence on this project, this City Council approves the proposed Annexation/Reorganization (City File No. PHG14-0006), and Tentative Subdivision Map and street vacations (City File No. SUB 14-0002) as reflected on plans and documents on file in the offices of the City Clerk and Planning Division, and subject to the Conditions of Approval set forth as Exhibit "B" and incorporated by this reference, and adopts the Final Mitigated Negative Declaration as reflected on documents on file in the offices of the City Clerk and Planning Division, and incorporated by this reference.

5. That this Tentative Subdivision Map shall be null and void unless a Final Map, conforming to the Tentative Subdivision Map and all required conditions, is filed within the five-year term of the associated Development Agreement, or unless an Extension of Time is granted pursuant to Section 66452.6 of the California Government Code.

6. That the following changes of reorganization are proposed:

- a. Annexation of the subject territory to the City of Escondido as legally described in Exhibit "C" and depicted in Exhibit "D.";

- b. Detachment of the subject territory from the County Service Area (CSA) No. 135 (San Diego Regional Communications System) and exclusion from the Rincon Del Diablo Improvement District "E."

BE IT FURTHER RESOLVED that pursuant to Government Code Section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development Department and Public Works Department. The project is also subject to dedications, reservations, and exactions, as specified in the Conditions of Approval.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020.

EXHIBIT "A"

FINDINGS OF FACT/FACTORS TO BE CONSIDERED

SUB 14-0002, PHG 14-0006

Zenner Development and Annexation/Reorganization

Annexation/Reorganization

1. The proposal conforms to the annexation policies established in the Escondido General Plan Land Use and Community Form Element that are intended to guide development to meet present and future needs, achieve a vibrant community, and enhance the character of Escondido. The proposed annexation will not conflict with any specific development plans for the subject properties because future development will be subject to the provisions of the Escondido General Plan and Zoning Code upon annexation. The reorganization includes annexation to the City of Escondido and detachment from County Service Area No. 135 (Regional Communications). The site also will be excluded from the Rincon Municipal Water District -Improvement District "E" for fire services.
2. The proposed annexation is consistent with the objectives, policies, general land uses and programs specified in the General Plan since there are no changes proposed to the General Plan land use designations or policies that affect development of the site. A Citywide Facilities Plan has been adopted to address infrastructure deficiencies on a citywide basis and the agreement has a provision for a community benefit that could not otherwise be required of the developer.
3. The properties to be annexed (which include the project site, one additional developed parcel to the east, and selected sections of Lehner Avenue, Ash Street and Vista Avenue) are located within the Escondido Sphere of Influence and Escondido Planning Area and the property owners desire to annex into the city. The subject parcels previously were rezoned to R-1-10 (Single-Family Residential, 10,000 SF min. lot size) in conformance with their corresponding Escondido General Plan land-use designation of Suburban.
4. The proposed annexation/reorganization is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the property is located since the Escondido General Plan land use designation for the site is Suburban, which allows the number of dwelling units approved for the development in conformance with Subdivision Ordinance Section 32.202.03.
5. The annexation of an off-site portion of Lehner Avenue (from the project boundary to Ash Street) would result in the creation of a small County island consisting of four developed parcels (APNs 241-130-17, -28, -19 and -20) located along the southern side of Lehner Avenue. These parcels elected to remain unincorporated when surveyed. The City's current policy is not to require annexation if the owners do not wish to annex. Government Code Section 56744 states that territory shall not be incorporated into, or annexed to, a city pursuant to this division if, as a result of the incorporation or annexation, unincorporated territory becomes an island. However, LAFCO may waive the restrictions if it finds that the application of the restrictions would be detrimental to the orderly development of the community and that the area that would be enclosed by the annexation or incorporation is so located that it cannot reasonably be annexed to another city or incorporated as a new city. Approving the proposed annexation/reorganization with an island consisting of four

unincorporated lots will meet the requirements of Government Codes Section 56375(m) and will not create significant environmental impacts for the following reasons:

- a. Annexing the off-site portion of Lehner Avenue is appropriate because it would allow for the improvement of the off-site section to conform to current City standards in order to provide for efficient and safe two-way vehicular traffic and on-street parking along one side. It also will provide for future maintenance by the City of Escondido with City right-of-way on the east and west rather than a short section that would need to be maintained by the County.
 - b. The Escondido General Plan and County community plans both designate the site for single-family residential development and the annexation/reorganization will not change the use of the land.
 - c. The subject parcels remaining in the County cannot be reasonably annexed to another jurisdiction or incorporated as a separate jurisdiction because they are located within the Escondido Sphere of Influence and Planning Area.
 - d. The City of Escondido already provides fire and emergency response to the proposed annexation territory. The City would provide sewer service rather than private septic systems. The City of Escondido Police Department, which already patrols the general area and works cooperatively with the Sheriff, would assume responsibility for law enforcement. Annexation would allow the City to increase their road maintenance responsibility. The annexation would not introduce new service providers to the area or become a departure from the existing pattern of service delivery in this portion of Escondido. Annexation will not significantly change the arrangement by which public services are delivered in the North Broadway Area, as detailed in the Final Mitigated Negative Declaration prepared for the project.
 - e. The proposed annexation boundaries and creation of the small county island would not be detrimental to adjacent county parcels because the small island area is immediately adjacent to a county area along the northern side of Lehner Avenue and the island would not be separated from the northern county area by new city development/homes, only by existing Lehner Avenue.
6. The proposed annexation conforms to the public convenience and general welfare, and the public health, safety and welfare will not be adversely affected because the associated development project provides for construction of street, water and sewer line upgrades in the project area and payment of a fee needed to construct future improvements that resolve traffic and drainage infrastructure issues in the North Broadway area.
 7. The proposed annexation will not adversely affect the orderly development of property or the preservation of property values because the associated single-family residential project will be developed in conformance with the existing General Plan designation on the property.
 8. The requirements of the California Environmental Quality Act (CEQA) have been met because it was found/determined the project will not have a significant effect on the environment because mitigation measures and project design features will avoid or reduce potential impacts to less than a significant level, as demonstrated in the Final Mitigated Negative Declaration prepared for the project.

Tentative Map

1. The proposed map is consistent with the guidelines of the General Plan, Zoning Ordinance (upon annexation) and Subdivision Ordinance that requires single family detached residential units with a maximum 3.3 units per acre and 10,000 SF minimum lot sizes. The project density of approximately 3.1 dwelling units per acre and lot sizes that range from 10,000 SF to 19,474 SF would be in conformance with the General Plan density and yield requirements and proposed R-1-10 lot size requirements.
2. The site is suitable for this residential type of development proposed because it is consistent with other approved subdivisions in the immediate area with a minimum lot size requirement of 10,000 SF. The site does not require excessive grading or slopes. Adequate access and public utilities can be provided to the site.
3. The proposed project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the project site is adjacent to residential development on all sides. The size of the proposed lots would be similar in size and character with other existing and planned single-family lots located throughout the neighborhood. The construction of additional residential development on the previously developed site would alter the existing underdeveloped character of the subject properties. The majority of the project site is relatively flat to gently sloping terrain towards the southeastern corner. Existing on-site features are not considered significant visual resources or prominent topographical features. The property is not located on a ridgeline identified in the Community Open Space/Conservation Element of the General Plan. Existing vegetation would be permanently replaced by residential development, associated infrastructure and new landscaping. The development of the future homes on the proposed lots would not result in any adverse visual impacts or result in the obstruction of any scenic view or vista open to the public. The project also would not damage any significant scenic resources within a designated State scenic highway or create an aesthetically offensive site open to the public. Views on-site from surrounding properties would most likely consist of building pads/manufactured slopes, future one- and two-story structures, perimeter fencing/walls, and front and rear-yard landscaping, which would be consistent with adjacent residential development.

The development of the proposed project would not conflict with the provisions of an adopted or proposed Habitat Conservation Plan. The project site is not considered biologically significant or strategically located to warrant being included in a regional or local natural open space preserve. The site is not listed as an open space corridor or animal migration corridor since much of the property is disturbed and surrounded by development. The project site is not listed on the City's Parks, Trails and Open Space Plan, or any local or regional plan. No Resource Agency permits would be required for the proposed development since the project would not remove any protected or endangered habitats.

Lehner Avenue is proposed to be closed to through traffic with gates at the intersection with Vista Avenue, and only used for emergency access and for the extension of public utilities. Lehner Avenue would be improved to residential street standards (56' R-O-W) within the subdivision boundaries, and widened off-site to minimum 28 feet in width between the project's eastern boundary and Ash Street to provide for appropriate emergency vehicle and two-way travel, along with on-street parking on one side. The closure of through traffic along Lehner Avenue would eliminate the peak school cut-through traffic along this residential street and would require vehicle traffic to use the intersection of Ash Street/Vista

Avenue, which are both wider Circulation Element streets that would be improved to City standards and signalized to better control the amount of existing and projected vehicle trips. The closure of Lehner is appropriate because it would eliminate an intersection that does not conform to City standards due to the existing intersection angle, and also would result in potential vehicle turning conflicts because it does not line up with any of the streets to the south (Nina Place or Pheasant Place). Although Lehner Avenue would be gated to restrict through vehicular access, pedestrian access still would be maintained with an appropriate paved path and appropriate openings in the gates at both ends.

A 33-foot-wide portion of an unnamed and unimproved 66-foot-wide public street that abuts the western boundary of the site is proposed to be vacated and incorporated into the project lots (Lots 18 – 23 and Lot "B"). The proposed vacation of this section of the unnamed street is appropriate because the street has not been improved or used to provide access to the project site. A gravel driveway section of the street is used to provide driveway access to a developed residential parcel fronting onto Vista Avenue immediately west of the project site. The driveway access would be reconstructed to this parcel with the proposed off-site improvements to Vista Avenue from the project boundary west to existing improvements at the Calvin Christian High School site. The proposed vacation would not preclude the adjacent parcel of other parcels from using the remaining 33-foot-wide remaining street section for accessory access to their properties if needed in the future.

4. The site is physically suitable for the proposed density of approximately 3.1 units per acre because the design of the subdivision meets all requirements of the Suburban land use designation of the General Plan and the Zoning Code (upon annexation).
5. The design of the map and the type of improvements are not likely to cause serious public health problems because adequate water and sewer can be provided and the Development Agreement includes provisions for street and infrastructure upgrades in the immediate area. Appropriate mitigation measures have been adopted to reduce any potential significant impacts to the environments to less than a significant level. The project would not cause substantial environmental damage nor injure fish, wildlife or their habitat because any impacts to sensitive resources have been mitigated to less than a significant level. The project would not create any significant noise impacts to adjacent properties due to the residential nature of the project, and limited traffic increase created by the project.
6. The design of the map and the type of improvements will not conflict with any easements of record, of easements established through court judgments, or acquired by the population at large, for access through, or for use of the property within the proposed map since all existing easements and rights-of-way will be preserved.
7. All of the requirements of the California Environmental Quality Act (CEQA) have been met. A Draft Negative Declaration was prepared and issued for the proposed project for 20-day public review on January 27, 2015. Responses to agency comments received on the Draft MND have been incorporated into the Final MND. The findings of the environmental review are that the Initial Study identified impacts related to biological resources; hydrology and water quality; noise; and transportation/traffic that may be potentially significant. However, mitigation measures and project design features were developed to reduce the potential impacts to less-than-significant levels. All other project impacts studied were found to be less than a significant level.

8. The design of the map has provided, to the extent feasible, for future passive or natural heating or cooling opportunities. Landscaping shall provide passive cooling opportunities via shading of each unit.
9. The proposed map will not conflict with regional or local housing needs since all lots maintain all development standards of the applicable zone and observe the density of the General Plan. The existing residential structures located on the site would be replaced with new residential structures. The project would be developed with single-family residential homes in conformance with the Suburban land-use designation.
10. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code (upon annexation) will be obtained prior to recordation of the map or as otherwise specified in the Development Agreement.

EXHIBIT "B"

CONDITIONS OF APPROVAL SUB 14-0002, PHG 14-0006, PHG14-0007

MITIGATION MEASURES

1. BIO-1a: Impacts to up to approximately 64 mature trees shall be mitigated by replacement of 64 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, or as otherwise determined by the City Planning Department.
2. BIO-1b: Any mature trees removed as part of the future development of the Additional Annexation Area would be replaced at a 1:1 ratio with a minimum size of a 24-inch box. If any protected trees are located in the Additional Annexation Area at the time of the future development, they will be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069).
3. BIO-2: Impacts to 0.78 acre within the Development Area and 0.16 acre of NNG within the offsite improvement area will be mitigated at a reduced ratio of 0.5:1 through the acquisition of 0.47 NNG credits from the Daley Ranch Bank or other adopted mitigation bank. Future impacts to NNG within the Additional Annexation Area shall be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank.
4. BIO-3: A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the Project Area if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.
5. BIO-4: If Project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist will survey potential nesting vegetation within the Project Area for nesting birds, prior to commencing any Project activity. Surveys will be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings will be submitted to the City for review and concurrence prior to conducting Project activities. If no nesting birds were observed and concurrence was received, Project activities may begin. If an active bird nest is located, the nest site will be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area will not be disturbed until after September 15 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work will occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.
6. HYD-1: Adequate drainage improvements shall be installed to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows.

7. N-1: The Project Applicant and/or contractor shall ensure that all construction equipment has properly operating mufflers.
8. N-2: Noise and groundborne vibration construction activities whose specific location on the Project Area may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration sensitive land uses.
9. N-3: Construction activities associated with the proposed Project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, and exhaust muffler on the compressed air exhaust shall be used and external jackets on the tools themselves shall be used where feasible.
10. N-4: The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.
11. N-5: If the Project is under the jurisdiction of the County at the time of development, the Applicant and/ or Contractor shall notify all construction workers prior to the commencement of construction that activities generating impulsive noise levels at the Project Area must be limited to no more than 15 minutes in a given hour when such activities are located adjacent to an offsite sensitive receptor (residence). Impulsive noise is defined by the County as a single noise event or a series of single noise events that causes a high peak noise level of short duration (one second or less) measured at a specific location (Section 36.410 of the County's Noise Abatement and Control Ordinance).
12. N-6: The Applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who is responsible for responding to any concerns regarding construction noise and vibration. The liaison's telephone number(s) shall be prominently displayed at the Project Area. Signs shall also be posted at the Project Area that includes permitted construction days and hours.
13. N-7: Construction activities shall be limited to permitted construction hours designated by the applicable jurisdiction for the project at the time of development. If the project is under the jurisdiction of the County at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 7:00 P.M. from Monday through Saturday. Further, no construction activity shall be undertaken on Sundays and recognized County holidays (Section 36.408 of the County's Noise Abatement and Control Ordinance). If the project is under the jurisdiction of the City at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).
14. N-8: Prior to the issuance of building permits for the homes, the Applicant shall submit an interior noise analysis (INA) to ensure that the homes are constructed to provide the appropriate construction features to conform to interior noise levels below an Ldn or CNEL of 45 dB in any room.

15. T-1: N. Ash Street / Lehner Avenue - The applicant/developer shall improve this intersection within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction, including frontage improvements to existing curbs, gutters, sidewalks and/or driveways that abut the proposed widened roadway. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).
16. T-2: N. Ash Street / Vista Avenue - The applicant/developer shall improve this intersection with traffic signals, dedicated turn lanes on all approaches within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue), and any street realignment necessary. School related signing and striping should be implemented at the intersection per the MUTCD. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction, including frontage improvements to existing curbs, gutters, sidewalks and/or driveways that abut the proposed widened roadway.
17. T-3: No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods.

PLANNING CONDITIONS

1. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued, including any applicable City-Wide Facilities fees subject to the terms of the associated Development Agreement.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department.
3. If blasting is required, verification of a San Diego County Explosives Permit and a copy of the blaster's public liability insurance policy shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
4. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
5. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
6. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting) of the Escondido Zoning Code. All outdoor lighting shall be provided with appropriate shields to

- prevent light from adversely affecting adjacent properties. Conformance with the Outdoor Lighting Ordinance shall be demonstrated on the building permits/improvements plans
7. The design of the project shall be in substantial conformance with the plans/exhibits and details in the staff report to the satisfaction of the Planning Division.
 8. All new utilities shall be underground.
 9. All project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division. A minimum six-foot-high masonry block noise attenuation/screen wall shall be constructed along the Vista Avenue and Ash Street frontages. The wall shall be constructed of decorative block with pilasters at appropriate intervals. A decorative cap also shall be used (rolled mortar cap not allowed). Appropriate sight distance shall be maintained at all street and driveway intersections.
 10. Three copies of a revised Tentative Map, reflecting all modifications (if any) and any required changes shall be submitted to the Planning Division for certification prior to submittal of grading and landscape plans and the final map.
 11. All lots shall meet the lot area (gross and net) and lot width requirements of the underlying R-1-10 zone. Conformance with these requirements shall be demonstrated on the Tentative Map submitted for certification, the grading plan and final map. Non-compliance with these minimum standards will require in revisions to the map.
 12. Prior to submittal of building plans into plan check, the applicant shall submit a design review application package to the Planning Division with the appropriate fee. Building permits will not be issued until the lot plotting, home designs and project landscaping have been approved by Planning Division staff through design review.
 13. No street names are part of this approval. A separate request shall be submitted prior to final map.
 14. All habitable buildings shall be noise-insulated to maintain interior noise levels not exceeding 45 dBA or less. An Interior Noise Assessment (INA) shall be submitted with the first submittal of the building plans for the homes. Conformance with this requirement shall be demonstrated on the building plans in accordance with the recommendations of the INA.
 15. Prior to recordation of the final map, two copies of the CC&Rs shall be submitted to the Planning Division for review and approval. The CC&Rs shall contain provisions for the maintenance of any common landscaping, perimeter walls, utility easements and pedestrian walkways, fencing, common drainage facilities, etc. to the satisfaction of the Planning and Engineering Divisions. A review fee established in the current fee schedule shall be collected at the time of submittal.
 16. All proposed grading shall conform to the conceptual grading as shown on the Tentative Map, or as otherwise specified in the Development Agreement, to the satisfaction of the Engineering Division and Planning Division.
 17. This Tentative Subdivision Map shall expire concurrently with the expiration of the Development Agreement if a final map has not been approved or an extension of time has not been granted.

18. Lots 2, 13, 29, 31, 38 and 40 – The narrowest of street frontage shall be considered the front yard for setback purposes, and the longer street frontage shall be considered the side street, unless otherwise modified/determined by the Planning Commission.
19. Lot No. 2 - If the project perimeter wall along the Ash Street frontage is required to be located outside of the water easement, then the area on the eastern side of the wall shall be landscaped and shall be maintained by the project HOA. An appropriate landscape easement shall be established for this area, and landscaping requirements included in the CC&Rs.
20. Prior to annexation, the northern panhandle section of the project site shall be separated from the project by a boundary adjustment approved by the County. If the boundary adjustment is not feasible, then the subject panhandle shall remain within the County's jurisdiction, and become a lettered open-space parcel of the map (or as may be otherwise designated) to be included in the final map for certification, to the satisfaction of the Engineering Division. This panhandle shall be maintained by the project HOA, but may be separated from the project in the future, subject to approval by the County.
21. The City of Escondido hereby notifies the applicant that State Law (SB 1535) effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Game. If the project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to "County Clerk", in the amount of \$2,260 for a project with a Negative Declaration. These fees include an authorized County administrative handling fee of \$50.00. Failure to remit the required fees in full within the time specified above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Game filing fee payment, 2) a receipt or other proof of payment showing previous payment of the filing fee for the same project, or 3) a completed form from the Department of Fish and Game documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filing fee is not paid for a project, the project will not be operative, vested or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code).
22. As required by the Planning Commission, a six-foot-high solid masonry screen wall shall be constructed around the perimeter of the residential lots. The wall shall incorporate decorative materials into the design. The final placement/location of the wall shall be indicated on the grading and landscape plans, to the satisfaction of the Engineering Division and Planning Division. The location of the wall along the rear of Lots 18 – 23 should be placed at the top of the manufactured slopes. The slope and brow ditch along the rear of these lots shall be maintained by the project Homeowners' Association with the area placed within an appropriate landscape/drainage maintenance easement. Maintenance responsibility for this area shall be included in the project CC&Rs. The slopes shall include appropriate low maintenance landscape materials and irrigation.

23. Access shall be relinquished to the unnamed public street located along the western boundary of the site, to the satisfaction of the Engineering Division.

Landscaping Conditions

1. Prior to occupancy, all perimeter, slope, front yard (if required) and storm water landscaping shall be installed. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition.
2. Detailed landscape and irrigation plan(s) shall be submitted in conjunction with the submittal of grading plans for the project, to the satisfaction of the Planning Division. Five sets of plans shall be submitted to the Engineering Division with the first plan check submittal. A plan check fee based on the current fee schedule will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Water Efficient Landscape Regulations) of the Escondido Zoning Code. The plans shall be prepared by, or under the supervision of a licensed landscape architect. Seven sets of complete plans shall be submitted to the Engineering Division for final approval prior to the approval of the final grading plans.
3. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
4. Street trees shall be provided along each of the site's street frontages, in conformance with the Landscape Regulations and the City of Escondido Street Tree List. Trees not identified on the City's Street Tree List may be allowed, subject to approval of the Public Works Department and Engineering Division. Trees within five feet of the pavement shall be provided with root barriers.
5. Details of project fencing and walls, including materials and colors, shall be provided on the landscape plans. Decorative fencing shall be used to secure the on-site storm water features and portion of Lehner Avenue subject to street vacation. Standard gray/silver chain-link fencing would not be considered decorative fencing. Black- or green-coated chain-link fencing may be considered in certain areas (such as Lot "C" Basin) if a decorative type post (other than standard steel pipe) is incorporated into the design. The security fencing shall be setback an appropriate distance from the front property line for visual purposes and to maintain appropriate sight distance, to the satisfaction of the Planning Division and Engineering Division.
6. The on-site storm water features shall include enhanced landscape elements, especially Lot "A" and "B" Basins due to their visibility from Vista Avenue. The landscape design should appear to be a visual amenity for the project.
7. Appropriate landscape features shall be incorporated within the portion of Lehner Avenue to be vacated. Due to the various access requirements for this area, the design should be durable, low maintenance, and vandal resistant, while creating an aesthetically pleasing, safe, and secure environment. Sprinklers, control boxes, irrigation covers, catch basins, etc., should be designed and located to deter vandalism and also so they do not present a potential trip hazard along the pedestrian walkway.

ENGINEERING CONDITIONS OF APPROVAL ESCONDIDO TRACT NUMBER SUB14-0002

GENERAL

1. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Engineer and City Attorney shall be posted by the developer with the City of Escondido prior to the approval of this subdivision final map and final plans.
2. Grading or Building permits will not be issued for any construction within this subdivision prior to recordation of final map, unless allowed under provisions of the Development Agreement for the project.
3. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
4. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
5. The engineer shall submit to the Planning Division a copy of the tentative map as presented to the Planning Commission and the City Council. The tentative map will be certified by the Planning Division that it is an accurate reproduction of the approved tentative map and must be included in the first submittal for plan check to the Engineering Department.
6. This subdivision is contiguous to the facilities of County of San Diego and SDCWA. The County and SDCWA may be required to review and/or sign the on and/or offsite improvement plans. It will be the responsibility of the developer to pay for all fees for plan checking and permit approval. All agency approvals shall be submitted to the City Engineer prior to issuance of construction permits or map recordation.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be constructed to City Standards as required by the Subdivision Ordinance in effect at the time of the tentative map approval to the satisfaction of the City Engineer.

2. The developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and aggregate base on the following streets:

<u>STREET</u>	<u>CLASSIFICATION</u>
Lehner Avenue	Residential
Street "A", "B", "C", "D"	Residential
N. Ash Street	Local Collector
Vista Avenue	Collector

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. The developer shall be responsible for full width construction and upgrading of N. Ash Street to local collector street standards from the intersection of Ash Street and Vista Avenue, to the northerly project boundary on the west side and to the northerly boundary of APN 224-142-29 on the east side. Improvements shall include but not be limited to concrete curb, gutter, street lights, street trees, and sidewalk (contiguous and non-contiguous) on both sides. Based on potholing results, at the time of final plan submittal or prior to construction, reconstruction of the asphalt paving and aggregate base roadway section may be required to meet local collector street standards.
4. The developer shall be responsible for upgrading the existing roadway section for Lehner Avenue from the easterly project boundary to the centerline of N. Ash Street, to residential street standards. The roadway shall be widened to 28-feet from curb to berm with sidewalk on one side and shall be signed for no parking on north side. Based on potholing results, reconstruction of the asphalt paving and aggregate base roadway section may be required to meet residential street standards.
5. The developer shall be responsible to construct Lehner Avenue as a residential cul-de-sac within the project site, with elimination of public vehicular access to Vista Avenue, including but not limited to, concrete curb, gutter, street lights, street trees, and sidewalk on both sides. The existing section of Lehner Avenue that is subject to street vacation shall be reserved with public utilities, emergency and pedestrian access easements. The area shall be enhanced with new paving and a concrete walkway, fenced on both sides with Fire Department approved emergency access gates and accommodation for pedestrian access at both ends.
6. The developer shall improve the intersection of N. Ash Street and Lehner Avenue as a full intersection with curb returns and curb ramps on the south-west side of the intersection and improved turning radius with asphalt concrete berm on the north-west side, in accordance with the Tentative Map and to the satisfaction of the City Engineer.

7. The developer shall be responsible to construct Vista Avenue in accordance with the approved intersection design for Vista Avenue and N. Ash Street and collector street classification. Vista Avenue improvements shall consist of construction of 42 feet of new roadway section, including asphalt paving and aggregate base. Project frontage shall be improved to Local Collector Street Standards including but not limited to, concrete curb, gutter, sidewalk, street lights, and street trees. The opposite side of the street shall be improved with concrete curb and gutter with no sidewalk.
8. The developer shall be responsible to reconstruct the intersection of Vista Avenue and Ash Street in accordance with the project tentative map. Intersection of Vista Avenue and Ash Street design plans shall be approved and bonded for prior to approval of the Final Map for the project and shall be fully constructed with an operational traffic signal system prior to closure of Lehner Avenue to the public. Improvement of Ash Street and Vista Avenue intersection requires offsite right-of-way that shall be secured by the project developer prior to certification of the Tentative Map and submittal of improvement plans.
9. The developer shall be responsible for design and construction of a traffic signal system and signing and striping for the intersection of Vista Avenue and N. Ash Street. The signal system shall be bonded for prior to approval of the final map and constructed prior to closure of Lehner Avenue to public traffic.
10. The developer shall be responsible for construction of all interior streets to residential street standards including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and aggregate base.
11. The developer shall be responsible for design and construction of the following offsite improvements which are partly qualified for reimbursement in accordance with provisions of the Development Agreement;

Vista Avenue:

- a) Frontage improvements along APNs 224-120-01, -10, -11, -12 and -36.

Improvements shall consist of widening of Vista Avenue along the frontage of the five (5) properties to local collector standards with contiguous and non-contiguous sidewalk and parkway landscaping with sub-drain to conform to green street criteria for storm water treatment. The project landscape architect shall prepare a green street design and drought tolerant plants in the parkway area as a part of project landscaping design subject to review and approval by the Director of Community Development. The developer shall be responsible for the installation of the landscaping and temporary irrigation and maintenance of the offsite landscaped area until the landscaping is established, prior to turning over maintenance responsibilities, as approved by the City Engineer. Where approved by the property owner, street trees shall be placed on private property at the rate of 30' spacing; however, trees may be clustered at various locations. The developer shall be responsible for coordination of driveway construction, joining existing private improvements and installation of

landscaping and trees with all property owners. Roadway rehabilitation shall be in accordance with paragraph 11.b below.

- b). Rehabilitation of roadway along APN 227-560-01 to Bellow Hills Ln.

Offsite Vista Avenue improvements shall include removal of the existing roadway section and construct a full structural section consisting of 4 inches of asphalt concrete over 8 inches of base. The improvements shall also include preparation of signing and striping plan and construction of signing and striping to the satisfaction of the City Engineer.

- c). Reconstruction of 10 feet of roadway between Below Hills Lane and N. Ash Street.

Improvements shall include removal and reconstruction of the southerly 10 feet of roadway to provide for a full 42 feet of new asphalt paving and aggregate base section along the project frontage. Curb and gutter shall be installed along the southerly side of Ash Street.

N. Ash Street:

- d). Frontage improvements along APN 224-142-19 and -29.

Improvements along the property frontages along Ash Street shall consist of removal of the existing roadway section to centerline, reconstruct roadway segment to Local Collector standard with non-contiguous sidewalk and parkway landscaping to conform to green street criteria for storm water treatment. The project landscape architect shall prepare a design to include drought tolerant plants in the parkway area as a part of the project landscaping design subject to review and approval by the Director of Community Development. The developer shall be responsible for the installation of the landscaping and temporary irrigation and maintenance of the offsite landscaped area until the landscaping is established, prior to turning over maintenance responsibilities, as approved by the City Engineer. Where approved by the property owner, street trees shall be placed on private property at the rate of 30' spacing; however, trees may be clustered at various locations. The developer shall be responsible for coordination of driveway construction, joining existing private improvements and installation of landscaping and trees with all property owners. Improvements along 224-142-19 and -29 shall be designed with contiguous sidewalk to avoid impacts to the existing block wall and gate, and private landscaping outside the public right-of-way.

12. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved roadways within and outside the school zone. The developer will be responsible for removal of all existing and construction of all new signing and striping in compliance with the new MUTCD standards and to the satisfaction of the City Engineer.

13. The address of each dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer and Fire Marshal.
14. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.
15. Construction traffic is restricted during School peak hours 7:00 to 8:30 am and 2:00 to 3:30 pm, unless a traffic management plan that proposes no conflict between construction and school traffic is approved by the City Engineer prior to issuance of Encroachment Permit.
16. The developer shall be required to construct City standard LED street lighting in accordance with the City standards and the requirements of the City Engineer.
17. Public Utilities Easement access roads shall be to the requirements of the City Engineer and Utilities Director.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report and on the grading plan, that he/she has reviewed the grading and retaining wall design and found it to be in conformance with his/her recommendations.
2. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.
3. Cut slope setbacks must be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
4. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
5. A General Construction Activity Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where

clearing, grading and excavation results in a land disturbance of one (1) or more acres.

6. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
7. All existing foundations and structures, other than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site.
8. Unless specifically permitted to remain by the County Health Department, any existing wells within the project shall be abandoned and capped, and all existing septic tanks within the project shall be pumped and backfilled per County Health Department requirements.
9. The developer will be required to obtain permission from neighboring property owners for any off-site street improvements, grading and slopes necessary to construct the project and/or the required improvements.

DRAINAGE

1. Final drainage improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study prepared by the developer's engineer. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. The Water Quality Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.
3. All storm water treatment and retention facilities and their drains including the bio-retention basins, and their gravel HMP underground storage basins shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the home owners' association. Provisions stating the maintenance responsibilities shall be included in the CC&Rs.
4. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement. This agreement shall be referenced in the CC&Rs.
5. All storm drain systems outside public right-of-way, within the project are private. The responsibility for maintenance of these storm drains shall be that of the homeowners' association. Provisions stating this shall be included in the CC&Rs.

WATER SUPPLY

1. A public water main extension is required to provide water service and/or fire protection for the project. The developer is responsible for upsizing the following water mains:

- a. The existing water main in Lehner Avenue shall be upsized to a 12" water main from Ash Street to Vista Avenue. The new water line could be placed under the sidewalk to maintain adequate separation with existing sewer main, as approved by the Utilities Engineer.
- b. The existing water main in Vista Avenue shall be upsized to an 8" water main from Ash Street west to the existing 8" water main in Vista Avenue.
2. All water mains shall be looped throughout the project to the satisfaction of the Utilities Engineer.
3. All public water improvements shall be designed per the City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
4. Fire hydrants shall be installed at locations approved by the Fire Marshal.

SEWER

1. An 8" public sewer main shall be constructed along the project frontage in Ash Street from Street "B" to Vista Avenue to the satisfaction of the Utilities Engineer.
2. All sewer main extensions and the location and sizing of mains shall be designed per the City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
3. All onsite sewer mains shall be public. All on-site sewer laterals shall be private. The Homeowners' Association will be responsible for all maintenance and repair of these laterals. This shall be clearly stated in the CC&Rs.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. The developer shall make all necessary dedications for public rights-of-way on the following streets contiguous to the project to bring the roadways to the indicated classification.

STREET

Lehner Avenue
Street "A", "B", "C", "D"
Ash Street
Vista Avenue

CLASSIFICATION

Residential
Residential
Local Collector
Collector (Modified)

All easements, both private and public, affecting subject property shall be delineated on the final map.

2. Approval of the project as proposed is subject to street vacation. The developer is responsible for making the arrangements to vacate all streets or quitclaim all easements of record which conflict with the proposed development prior to approval of the final map. All street vacations shall be accomplished by means of a separate public hearing in advance of or concurrent with Final Map approval. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the final map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.
3. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.

REPAYMENTS, FEES AND CASH SECURITIES

1. A repayment of \$20,613.00 is due to the City of Escondido for existing improvements approved for repayment by Resolution 91-385 and that will serve this development.
2. A repayment of \$26,295.27 is due to the City of Escondido for existing improvements approved for repayment by Resolution 91-385 and that will serve this development
3. A repayment of \$4128.85 is due to the City of Escondido for the existing improvements approved for repayment by Resolution 91-385 and that will serve this development.
4. A repayment of \$4,202.78 is due to the City of Escondido for the existing improvements approved for repayment by Resolution 87-393 and that will serve this development.
5. A repayment of \$4,620.25 is due to the City of Escondido for the existing improvements approved for repayment by Resolution 87-393 and that will serve this development.
6. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the City Engineer.

7. The developer shall be required to pay all development fees of the City then in effect at the time, including North Broadway Deficiency Fee, and in such amounts in accordance with the provisions of the Development Agreement.

CC&Rs

1. Copies of the CC&Rs shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the final map.
2. The developer shall make provisions in the CC&Rs for maintenance by the homeowners' association of all parkway landscaping and irrigation within the project site and along project frontages on Vista Avenue and Ash Street, storm water treatment basins and facilities, emergency gates, sewer laterals, common open spaces, including public utilities easement access roads and pedestrian pathways. These provisions must be approved by the Engineering Department prior to approval of the final map.
3. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Water Quality Technical Report for the project.
4. The CC&Rs must state that the homeowners' association assumes liability for damage and repair to City utilities in the event that damage is caused by the homeowners' association when repair or replacement of private utilities is done.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance.
2. All new dry utilities to serve the project shall be constructed underground.
3. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground

MITIGATION MONITORING PROGRAM

City of Escondido

40-Unit Residential Development and Annexation (APNs 224-130-07, 08, 12, 13, 224-142-20)

Project Case #s SUB 14-0002, ENV 14-0003, PHG 14-0006, PHG 14-0007

TABLE 1: MITIGATION MONITORING PROGRAM

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
IV. Biology	Trees	BIO-1a: Impacts up to approximately 64 mature trees shall be mitigated by replacement of 64 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, or as otherwise determined by the City Planning Department.	Replacement of trees	Applicant	City of Escondido	Prior to occupancy	One-time planting
IV. Biology	Trees	BIO-1b: Any mature trees removed as part of the future development of the Additional Annexation Area would be replaced at a 1:1 ratio with a minimum size of a 24-inch box. If any protected trees are located in the Additional Annexation Area at the time of the future development, they will be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069).	Replacement of trees	Applicant	City of Escondido	Prior to occupancy of new development within the Project's Additional Annexation Area	One-time planting
IV. Biology	Non-Native Grassland	BIO-2: Impacts to 0.78 acre within the development area and 0.16 acre of NNG within the off-site improvement area will be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank. Future impacts	Purchase of credits from Daley Ranch Bank	Applicant	City of Escondido	Prior to issuance of grading permit	One-time planting

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
		to NNG within the Additional Annexation Area shall be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank.					
IV. Biology	Raptor Nests	BIO-3: A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the Project Area if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.	Surveys if construction between January 1 to September 1. Avoidance and buffer if nests found.	Applicant	City of Escondido	Pre-construction	Pursuant to measure
IV. Biology	Nesting Birds	BIO-4: If Project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist will survey potential nesting vegetation within the Project Area for nesting birds, prior to commencing any Project activity. Surveys will be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings will be submitted to the City for review and concurrence prior to conducting Project activities. If no nesting birds were observed and concurrence was received, Project	Surveys if construction between January 1 to September 1. Avoidance and/or buffer if nests found.	Applicant	City of Escondido	Pre-construction	Pursuant to measure

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
		activities may begin. If an active bird nest is located, the nest site will be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area will not be disturbed until after September 15 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work will occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.					
IX. Hydrology & Water Quality	Drainage facilities	HYD-1a: Adequate drainage improvements shall be installed to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows.	Drainage improvements	Applicant/ Contractor	City of Escondido	During Construction	N/A
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-1: The Project Applicant and/or contractor shall ensure that all construction equipment will have properly operating mufflers.	Maintain Equipment	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of	N-2: Noise and groundborne vibration construction activities whose specific location on the Project Area may be flexible (e.g., operation of compressors	Locate equipment away from sensitive receptors	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
	exposure to high noise levels.	and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.					construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-3: Construction activities associated with the proposed Project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used and external jackets on the tools themselves shall be used where feasible.	Construction scheduling monitoring use of impact tools	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-4: The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.	Locate equipment away from sensitive receptors	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a	N-5: If the Project is under the jurisdiction of the County at the time of development, the Applicant and/ or Contractor shall	Construction worker education/notifica	Applicant/ Contractor	County of San Diego	During construction	Daily monitoring during

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
	potential of exposure to high noise levels.	notify all construction workers prior to the commencement of construction that activities generating impulsive noise levels at the Project Area must be limited to no more than 15 minutes in a given hour when such activities are located adjacent to an off-site sensitive receptor (residence). Impulsive noise is defined by the County as a single noise event or a series of single noise events that causes a high peak noise level of short duration (one second or less) measured at a specific location (Section 36.410 of the County's Noise Abatement and Control Ordinance).	tion				project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	N-6: The applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who shall be responsible for responding to any concerns regarding construction noise and vibration.	The liaison's telephone number(s) shall be prominently displayed at the project site. Signs shall also be posted at the project site that include permitted construction days and hours.	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XIII. Noise	During construction, there is a potential of exposure to high noise levels.	N-7: Construction activities shall be limited to permitted construction hours designated by the applicable jurisdiction for the project at the time of development. If the project is under the jurisdiction of the County at the time of development, construction activities shall	Limit hours of construction operation	Applicant/ Contractor	City of Escondido and County of Escondido	During Construction	Daily monitoring during project construction

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
		be limited to between the hours of 7:00 A.M. and 7:00 P.M. from Monday through Saturday. Further, no construction activity shall be undertaken on Sundays and recognized County holidays (Section 36.408 of the County's Noise Abatement and Control Ordinance). If the project is under the jurisdiction of the City at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).					
XII. Noise	During occupancy	N-8: Prior to the issuance of building permits for the homes, the Applicant shall submit an interior noise analysis (INA) to ensure that appropriate design features have been incorporated into the homes to prevent interior noise levels reaching above an Ldn or CNEL of 45 dB in any room.	Sound insulating windows	Applicant/ Contractor	City of Escondido	Prior to occupancy	One-time review

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XVI. Transportation & Traffic	Decrease in service at the N. Ash Street / Lehnner Avenue intersection	T-1: N. Ash Street / Lehnner Avenue - The applicant/developer shall improve this intersection within the Lehnner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehnner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction, including frontage improvements to existing curbs, gutters, sidewalks and/or driveways that about the proposed widened roadway. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).	Improvement of intersection.	Applicant	City of Escondido	Prior to occupancy	N/A

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XVI. Transportation & Traffic	Decrease in service at the N. Ash Street / Vista Avenue intersection	T-2: N. Ash Street / Vista Avenue - The applicant/developer shall improve this intersection with traffic signals, dedicated turn lanes on all approaches within the Lehnert / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehnert Avenue and Stanley Avenue). School related signing and striping should be implemented at the intersection per the MUTCD. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction, including frontage improvements to existing curbs, gutters, sidewalks and/or driveways that about the proposed widened roadway.	Improvement of intersection payment of fair share.	Applicant	City of Escondido	Prior to occupancy	N/A
XVI. Transportation & Traffic	Increased traffic and construction scheduling	T-3: No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods	Schedule deliveries to not interfere with school traffic.	Applicant	City of Escondido	During construction	Daily

EXHIBIT "C"

Legal Description

SUB14-0002 and PHG14-0006

Zenner Development and Annexation/Reorganization

BEING A PORTION OF BLOCK 418 AND BLOCK 419 OF RANCHO RINCON DEL DIABLO IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 1520 FILED JANUARY 21, 1913 IN THE COUNTY RECORDER'S OFFICE OF SAN DIEGO COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF ASH STREET (66.00 FEET WIDE) SAID POINT BEING THE MOST SOUTHERLY CORNER OF ANNEXATION NO. RO 14-17 RECORDED ON MARCH 15, 2015 AS DOCUMENT NO. 2015-0124228, OFFICIAL RECORDS; THENCE, (1) DEPARTING SAID SOUTHWESTERLY LINE OF ASH STREET, NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID ANNEXATION NO. RO 14-17, NORTH 56°01'33" EAST, 66.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID ASH STREET; THENCE (2) SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, SOUTH 33°58'27" EAST, 281.78 FEET; THENCE, (3) DEPARTING SAID NORTHEASTERLY LINE, NORTH 56°02'14" EAST, 233.34 FEET; THENCE, (4) SOUTH 33°57'47" EAST, 187.78 FEET TO A POINT ON THE NORTHWESTERLY LINE OF VISTA AVENUE (66.00 FEET WIDE); THENCE, (5) ALONG THE SAID NORTHWESTERLY LINE, NORTH 56°01'33" EAST, 266.33 FEET TO THE CITY OF ESCONDIDO BOUNDARY; THENCE, (6) DEPARTING SAID NORTHWESTERLY LINE SOUTHEASTERLY ALONG SAID CITY BOUNDARY, SOUTH 33°4'36" EAST, 66.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID VISTA AVENUE; THENCE, (7) ALONG SAID SOUTHWESTERLY LINE, SOUTH 56°01'33" WEST, 513.50 FEET TO THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE NORTHEASTERLY LINE OF SAID ASH STREET; THENCE, (8) DEPARTING SAID INTERSECTION WESTERLY, SOUTH 87°48'33" WEST, 66.02 FEET TO THE INTERSECTION OF SAID SOUTHERLY LINE OF VISTA AVENUE WITH THE WESTERLY LINE OF SAID ASH STREET; THENCE, (9) DEPARTING SAID INTERSECTION WESTERLY ALONG SAID SOUTHERLY LINE OF VISTA AVENUE, SOUTH 82°42'38" WEST, 1000.15 FEET TO THE INTERSECTION OF SAID SOUTHERLY LINE AND THE CITY OF ESCONDIDO BOUNDARY; THENCE, (10) NORTHERLY ALONG SAID CITY BOUNDARY, NORTH 07°17'22" WEST, 66.00 FEET TO THE NORTHERLY LINE OF SAID VISTA AVENUE; THENCE, (11) CONTINUING WESTERLY ALONG SAID CITY BOUNDARY AND ALONG SAID NORTHERLY LINE OF VISTA AVENUE, SOUTH 82°42'38" WEST, 241.79 FEET TO THE INTERSECTION OF SAID NORTHERLY LINE WITH THE NORTHWESTERLY LINE OF LEHNER AVENUE (40.00 FEET WIDE); THENCE, (12) DEPARTING SAID INTERSECTION NORTHERLY ALONG SAID CITY BOUNDARY, NORTH 07°17'22" WEST, 718.82 FEET; THENCE, (13) DEPARTING SAID CITY BOUNDARY, NORTH 66°11'18" EAST, 354.61 FEET; THENCE, (14) SOUTH 23°48'42" EAST, 64.61 FEET; THENCE, (15) NORTH 66°13'10" EAST, 112.01 FEET; THENCE, (16) SOUTH 23°48'42" EAST, 366.74 FEET TO THE NORTHWESTERLY LINE OF SAID LEHNER AVENUE; THENCE, (17) ALONG THE SAID NORTHWESTERLY LINE OF LEHNER AVENUE, NORTH 45°14'33" EAST, 385.08 FEET TO THE CITY OF ESCONDIDO

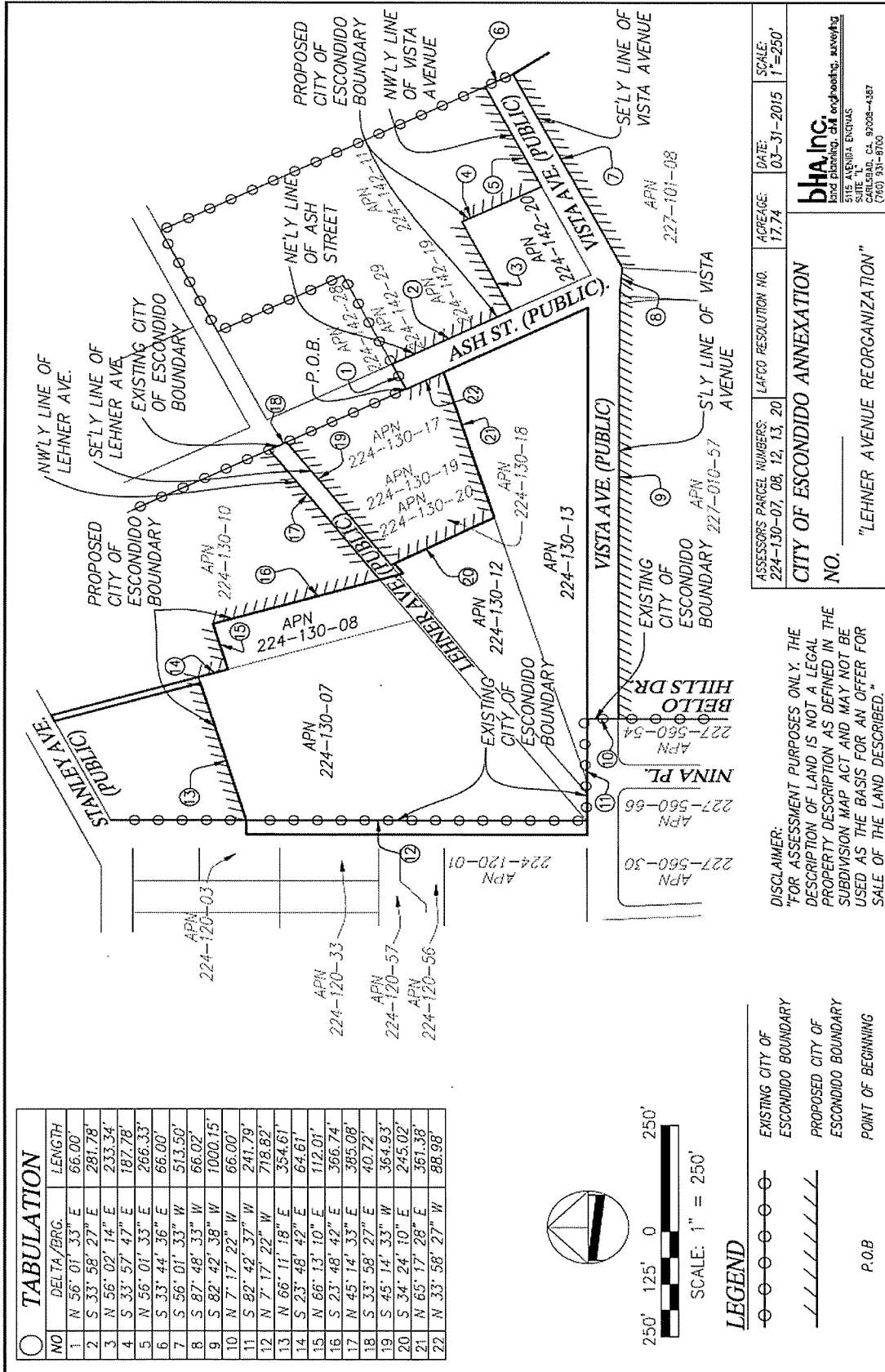
BOUNDARY AT THE INTERSECTION OF SAID NORTHWESTERLY LINE WITH THE SOUTHWESTERLY LINE OF SAID ASH STREET; THENCE, (18) ALONG SAID CITY BOUNDARY, SOUTH 33°58'27" EAST, 40.72 FEET TO THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE SOUTHEASTERLY LINE OF SAID LEHNER AVENUE; THENCE, (19) DEPARTING SAID INTERSECTION ALONG THE SOUTHEASTERLY LINE OF SAID LEHNER AVENUE, SOUTH 45°14'33" WEST, 364.93 FEET; THENCE, (20) DEPARTING SAID SOUTHEASTERLY LINE, SOUTH 34°24'10" EAST, 245.02 FEET; THENCE, (21) NORTH 65°17'28" EAST, 361.38 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID ASH STREET; THENCE, (22) NORTHERLY ALONG SAID SOUTHWESTERLY LINE OF SAID ASH STREET, NORTH 33°58'27" WEST, 88.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.34 ACRES OF LAND MORE OR LESS.

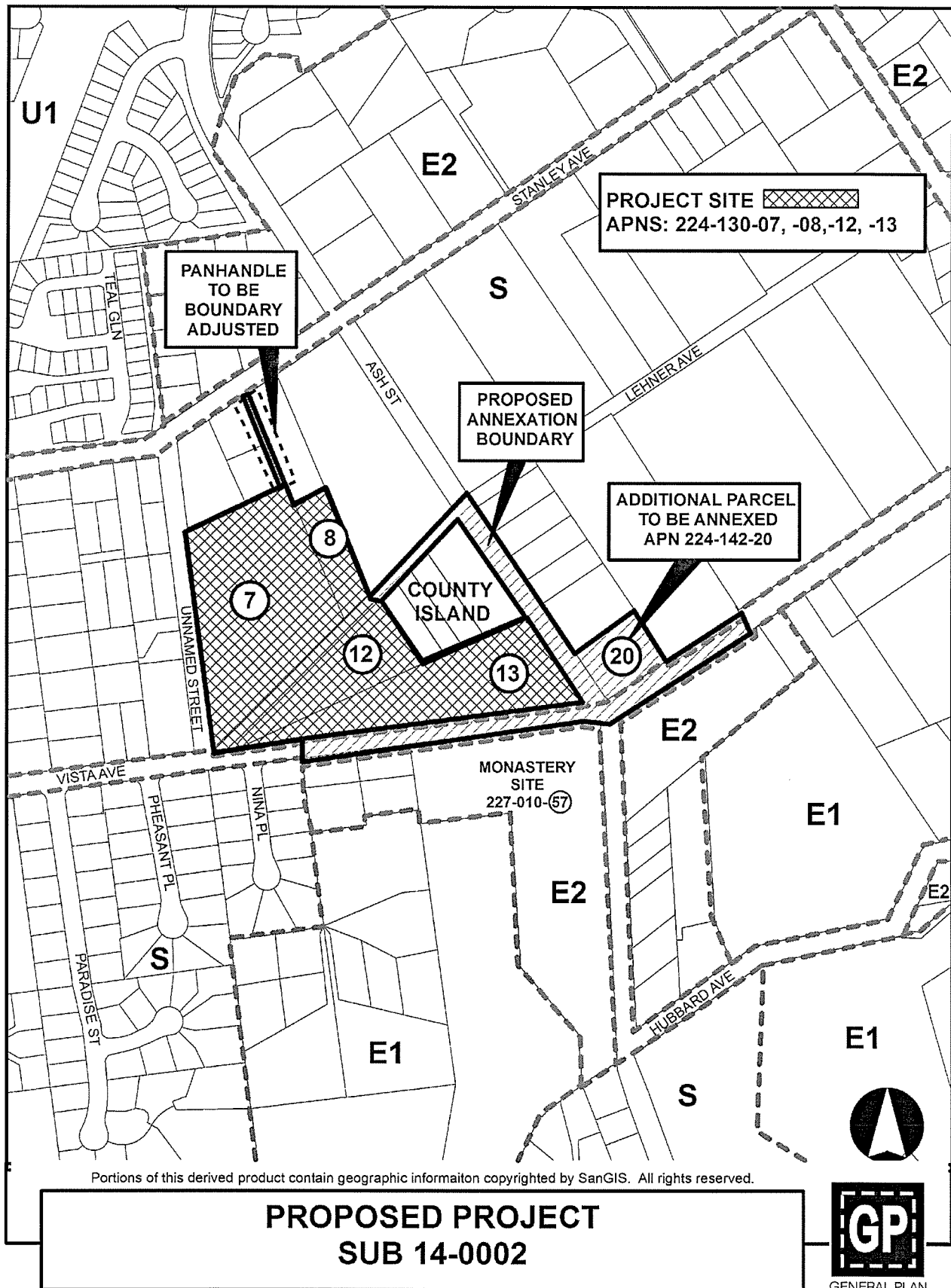
EXHIBIT "D"

Project Depiction

SUB14-0002 and PHG14-0006

Zenner Development and Annexation/Reorganization





RESOLUTION NO. 2015-45

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
MAKING APPLICATION TO THE LOCAL
AGENCY FORMATION COMMISSION FOR
INITIATION OF PROCEEDINGS FOR THE
ANNEXATION / REORGANIZATION OF FIVE
PROPERTIES AND ASSOCIATED STREETS
AND STREET FRONTAGES TOTALING 17.34
ACRES**

Planning Case Nos.: PHG 14-0006

Related Cases: SUB 14-0002, PHG 14-0007, ENV 14-0003

WHEREAS, the Planning Commission on March 24, 2015, considered a proposed annexation at a noticed public hearing and recommended that the City Council approve the jurisdictional reorganization (Resolution No. 6039) consisting of an annexation to the City of Escondido of the four parcels associated with the Zenner development project, one additional privately-owned developed parcel, and adjacent street right-of-ways of Lehner Avenue, Vista Avenue and Ash Street. The project site generally is located on the northwestern corner of Vista Avenue/Ash Street, addressed as 510, 522 and 615 Lehner Avenue and 814 Vista Avenue (APNs 224-130-07, -08, -12 and -13) and the additional parcel generally is located on the northeastern corner of Vista Avenue/Ash Street, addressed as 1914 N. Ash Street (APN 224-142-20), more particularly described in Exhibit "B" and depicted in Exhibit "C," both of which are attached to this Resolution and incorporated by this reference; and

WHEREAS, the following determinations were made:

1. That a notice was published and mailed as required by the Escondido Zoning Code and applicable State law.

2. That the application was assessed in conformance with the California Environmental Quality Act ("CEQA") and that a Mitigated Negative Declaration was issued on January 27, 2015 for public review and comment.

3. That a staff report was presented discussing the issues in the matter.

4. That a public hearing was held and that all persons desiring to speak did so; and

WHEREAS, this City Council has considered the request, the staff report, the recommendations of the Planning Commission and the appropriate agencies, and public testimony presented at the Council hearing and incorporates by reference the findings made therein; and

WHEREAS, that this annexation/reorganization is necessary in order for the subject properties to receive urban services available from the City of Escondido; and

WHEREAS, that this reorganization is consistent with the Sphere of Influence of the City of Escondido and affected districts; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Annexation/Reorganization, and approve the Final Mitigated Negative Declaration, as reflected in the Details of Request contained in the staff reports, and on file in the offices of the City Clerk and Planning Division; and

WHEREAS, the City Council of the City of Escondido desires to initiate proceedings pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act, Division 3, commencing with Section 56000 of the California Government Code for the proposed annexation/reorganization.

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

1. That the above recitations are true.
2. That the City Council has reviewed and considered the Final Mitigated Negative Declaration prepared for this project in conformance with the California Environmental Quality Act ("CEQA"), the staff reports, and has heard and considered testimony given at the public hearing, and certifies the project would not result in any significant impacts to the environment.
3. That the Findings of Facts/Factors to be Considered, attached as Exhibit "A" to this resolution and incorporated by this reference, were made by said Council, and upon their consideration along with the staff reports (copies of which are on file in the Planning Division), public testimony presented at the hearing, and all other oral and written evidence on this project, this City Council approves the proposed Annexation/Reorganization (Case Nos. PHG 14-0006), and adopts the Final Mitigated Negative Declaration as reflected on documents on file in the offices of the City Clerk and Planning Division, and incorporated by this reference.
4. That the following changes of reorganization are proposed:
 - a. Annexation of the subject territory to the City of Escondido as legally described in Exhibit "B" and depicted in Exhibit "C;"
 - b. Detachment of the subject territory from the County Communications District Service Area 135, and exclusion from Improvement District "E" of the Rincon Del Diablo Municipal Water District; and
5. That application and proposal is hereby made to the Local Agency Formation Commission of the County of San Diego for the following annexation/reorganization:

a. This proposal is made pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act, as amended, commencing with Section 56000 of the Government Code of the State of California.

b. The following changes of organization are proposed:

1) Annexation of territory legally described in Exhibit "B" and depicted in Exhibit "C";

2) Detachment of the subject territory from the County Communications District Service Area No. 135 and exclusion from Improvement District "E" of the Rincon Del Diablo Municipal Water District; and

c. This reorganization is necessary in order for the subject properties to receive urban services available from the City of Escondido.

d. The Local Formation Commission of the County of San Diego is hereby requested to undertake proceedings for the annexation/reorganization proposed herein.

6. That the City Council of the City of Escondido hereby requests the Local Agency Formation Commission to designate the City of Escondido as conducting agency, and that the City of Escondido be authorized to order the proposed annexation.

7. That the City Clerk of the City of Escondido is hereby authorized and directed to file a certified copy of this resolution with the applicable fees required by Section 54902.5 of the California Government Code to the executive officer of the Local Agency Formation Commission of San Diego County.

EXHIBIT A
PHG 14-0006
Zenner Annexation/Reorganization
Findings of Fact / Factors to be Considered

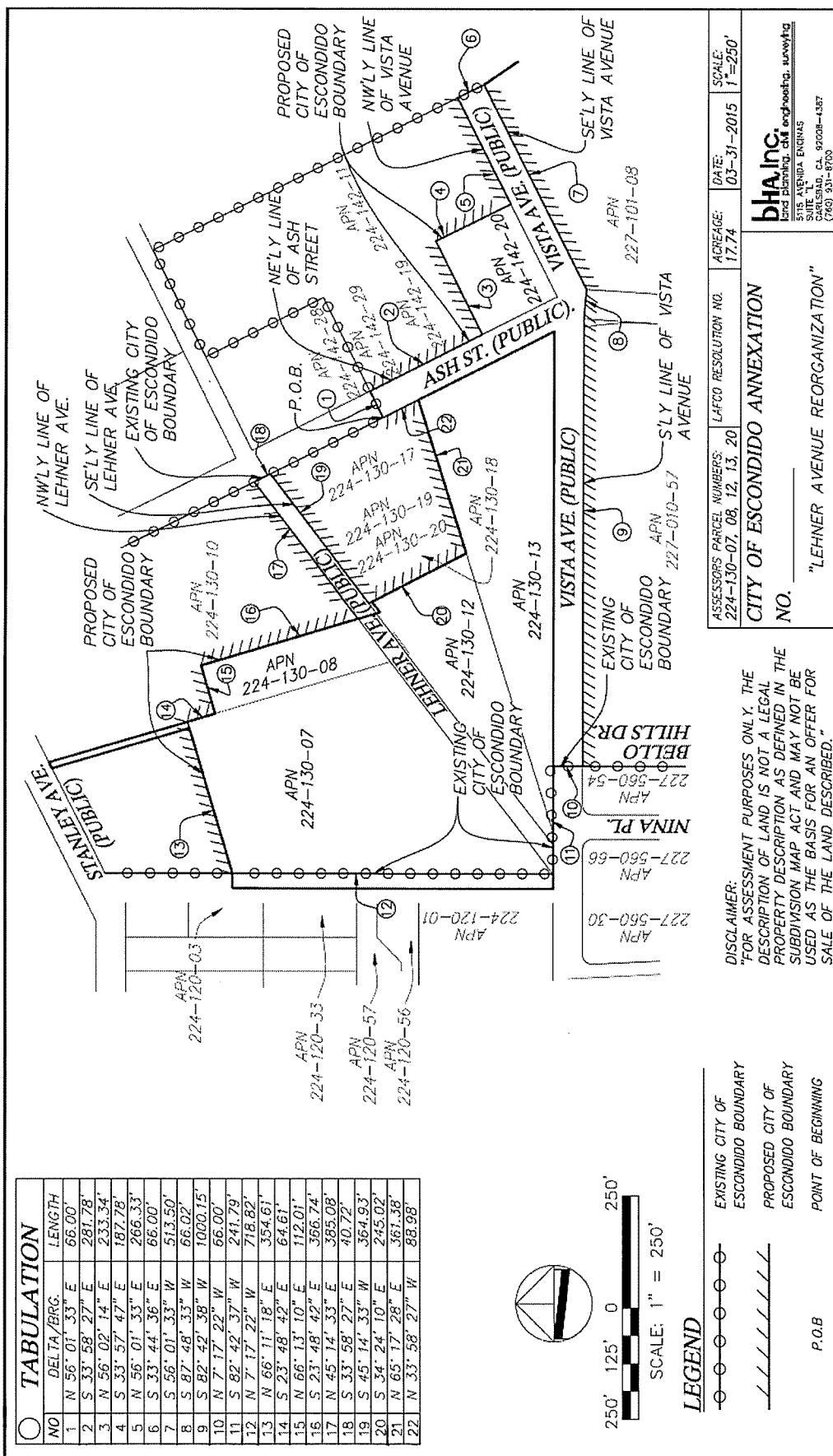
1. The proposal conforms to the annexation policies established in the Escondido General Plan Land Use and Community Form Element that are intended to guide development to meet present and future needs, achieve a vibrant community, and enhance the character of Escondido. The proposed annexation will not conflict with any specific development plans for the subject properties because future development will be subject to the provisions of the Escondido General Plan and Zoning Code upon annexation. The reorganization includes annexation to the City of Escondido and detachment from County Service Area No. 135 (Regional Communications). The site also will be excluded from the Rincon Municipal Water District -Improvement District "E" for fire services.
2. The proposed annexation is consistent with the objectives, policies, general land uses and programs specified in the General Plan since there are no changes proposed to the General Plan land use designations or policies that affect development of the site. A Citywide Facilities Plan has been adopted to address infrastructure deficiencies on a citywide basis and the agreement has a provision for a community benefit that could not otherwise be required of the developer.
3. The properties to be annexed (which include the project site, one additional developed parcel to the east, and selected sections of Lehner Avenue, Ash Street and Vista Avenue) are located within the Escondido Sphere of Influence and Escondido Planning Area and the property owners desire to annex into the city. The subject parcels previously were rezoned to R-1-10 (Single-Family Residential, 10,000 SF min. lot size) in conformance with their corresponding Escondido General Plan land-use designation of Suburban.
4. The proposed annexation/reorganization is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the property is located since the Escondido General Plan land use designation for the site is Suburban, which allows the number of dwelling units approved for the development in conformance with Subdivision Ordinance Section 32.202.03.
5. The annexation of an off-site portion of Lehner Avenue (from the project boundary to Ash Street) would result in the creation of a small County island consisting of four developed parcels (APNs 241-130-17, -28, -19 and -20) located along the southern side of Lehner Avenue. These parcels elected to remain unincorporated when surveyed. The City's current policy is not to require annexation if the owners do not wish to annex. Government Code Section 56744 states that territory shall not be incorporated into, or annexed to, a city pursuant to this division if, as a result of the incorporation or annexation, unincorporated territory becomes an island. However, LAFCO may waive the restrictions if it finds that the application of the restrictions would be detrimental to the orderly development of the community and that the area that would be enclosed by the annexation or incorporation is so located that it cannot reasonably be annexed to another city or incorporated as a new city. Approving the proposed annexation/reorganization with an island consisting of four unincorporated lots will meet the requirements of Government Codes Section 56375(m) and will not create significant environmental impacts for the following reasons:

- a. Annexing the off-site portion of Lehner Avenue is appropriate because it would allow for the improvement of the off-site section to conform to current City standards in order to provide for efficient and safe two-way vehicular traffic and on-street parking along one side. It also will provide for future maintenance by the City of Escondido with City right-of-way on the east and west rather than a short section that would need to be maintained by the County.
 - b. The Escondido General Plan and County community plans both designate the site for single-family residential development and the annexation/reorganization will not change the use of the land.
 - c. The subject parcels remaining in the County cannot be reasonably annexed to another jurisdiction or incorporated as a separate jurisdiction because they are located within the Escondido Sphere of Influence and Planning Area.
 - d. The City of Escondido already provides fire and emergency response to the proposed annexation territory. The City would provide sewer service rather than private septic systems. The City of Escondido Police Department, which already patrols the general area and works cooperatively with the Sheriff, would assume responsibility for law enforcement. Annexation would allow the City to increase their road maintenance responsibility. The annexation would not introduce new service providers to the area or become a departure from the existing pattern of service delivery in this portion of Escondido. Annexation will not significantly change the arrangement by which public services are delivered in the North Broadway Area, as detailed in the Final Mitigated Negative Declaration prepared for the project.
 - e. The proposed annexation boundaries and creation of the small county island would not be detrimental to adjacent county parcels because the small island area is immediately adjacent to a county area along the northern side of Lehner Avenue and the island would not be separated from the northern county area by new city development/homes, only by existing Lehner Avenue.
6. The proposed annexation conforms to the public convenience and general welfare, and the public health, safety and welfare will not be adversely affected because the associated development project provides for construction of street, water and sewer line upgrades in the project area and payment of a fee needed to construct future improvements that resolve traffic and drainage infrastructure issues in the North Broadway area.
 7. The proposed annexation will not adversely affect the orderly development of property or the preservation of property values because the associated single-family residential project will be developed in conformance with the existing General Plan designation on the property.
 8. The requirements of the California Environmental Quality Act (CEQA) have been met because it was found/determined the project will not have a significant effect on the environment because mitigation measures and project design features will avoid or reduce potential impacts to less than a significant level, as demonstrated in the Final Mitigated Negative Declaration prepared for the project.

EXHIBIT "B"

PHG 14-0006
Legal Description

BEING A PORTION OF BLOCK 418 AND BLOCK 419 OF RANCHO RINCON DEL DIABLO IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 1520 FILED JANUARY 21, 1913 IN THE COUNTY RECORDER'S OFFICE OF SAN DIEGO COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF ASH STREET (66.00 FEET WIDE) SAID POINT BEING THE MOST SOUTHERLY CORNER OF ANNEXATION NO. RO 14-17 RECORDED ON MARCH 15, 2015 AS DOCUMENT NO. 2015-0124228, OFFICIAL RECORDS; THENCE, (1) DEPARTING SAID SOUTHWESTERLY LINE OF ASH STREET, NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID ANNEXATION NO. RO 14-17, NORTH 56°01'33" EAST, 66.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID ASH STREET; THENCE (2) SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, SOUTH 33°58'27" EAST, 281.78 FEET; THENCE, (3) DEPARTING SAID NORTHEASTERLY LINE, NORTH 56°02'14" EAST, 233.34 FEET; THENCE, (4) SOUTH 33°57'47" EAST, 187.78 FEET TO A POINT ON THE NORTHWESTERLY LINE OF VISTA AVENUE (66.00 FEET WIDE); THENCE, (5) ALONG THE SAID NORTHWESTERLY LINE, NORTH 56°01'33" EAST, 266.33 FEET TO THE CITY OF ESCONDIDO BOUNDARY; THENCE, (6) DEPARTING SAID NORTHWESTERLY LINE SOUTHEASTERLY ALONG SAID CITY BOUNDARY, SOUTH 33°4'36" EAST, 66.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID VISTA AVENUE; THENCE, (7) ALONG SAID SOUTHWESTERLY LINE, SOUTH 56°01'33" WEST, 513.50 FEET TO THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE NORTHEASTERLY LINE OF SAID ASH STREET; THENCE, (8) DEPARTING SAID INTERSECTION WESTERLY, SOUTH 87°48'33" WEST, 66.02 FEET TO THE INTERSECTION OF SAID SOUTHERLY LINE OF VISTA AVENUE WITH THE WESTERLY LINE OF SAID ASH STREET; THENCE, (9) DEPARTING SAID INTERSECTION WESTERLY ALONG SAID SOUTHERLY LINE OF VISTA AVENUE, SOUTH 82°42'38" WEST, 1000.15 FEET TO THE INTERSECTION OF SAID SOUTHERLY LINE AND THE CITY OF ESCONDIDO BOUNDARY; THENCE, (10) NORTHERLY ALONG SAID CITY BOUNDARY, NORTH 07°17'22" WEST, 66.00 FEET TO THE NORTHERLY LINE OF SAID VISTA AVENUE; THENCE, (11) CONTINUING WESTERLY ALONG SAID CITY BOUNDARY AND ALONG SAID NORTHERLY LINE OF VISTA AVENUE, SOUTH 82°42'38" WEST, 241.79 FEET TO THE INTERSECTION OF SAID NORTHERLY LINE WITH THE NORTHWESTERLY LINE OF LEHNER AVENUE (40.00 FEET WIDE); THENCE, (12) DEPARTING SAID INTERSECTION NORTHERLY ALONG SAID CITY BOUNDARY, NORTH 07°17'22" WEST, 718.82 FEET; THENCE, (13) DEPARTING SAID CITY BOUNDARY, NORTH 66°11'18" EAST, 354.61 FEET; THENCE, (14) SOUTH 23°48'42" EAST, 64.61 FEET; THENCE, (15) NORTH 66°13'10" EAST, 112.01 FEET; THENCE, (16) SOUTH 23°48'42" EAST, 366.74 FEET TO THE NORTHWESTERLY LINE OF SAID LEHNER AVENUE; THENCE, (17) ALONG THE SAID NORTHWESTERLY LINE OF LEHNER AVENUE, NORTH 45°14'33" EAST, 385.08 FEET TO THE CITY OF ESCONDIDO BOUNDARY AT THE INTERSECTION OF SAID NORTHWESTERLY LINE WITH THE SOUTHWESTERLY LINE OF SAID ASH STREET; THENCE, (18) ALONG SAID CITY BOUNDARY, SOUTH 33°58'27" EAST, 40.72 FEET TO THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE SOUTHEASTERLY LINE OF SAID LEHNER AVENUE; THENCE, (19) DEPARTING SAID INTERSECTION ALONG THE SOUTHEASTERLY LINE OF SAID LEHNER AVENUE, SOUTH 45°14'33" WEST, 364.93 FEET; THENCE, (20) DEPARTING SAID SOUTHEASTERLY LINE, SOUTH 34°24'10" EAST, 245.02 FEET; THENCE, (21) NORTH 65°17'28" EAST, 361.38 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID ASH STREET; THENCE, (22) NORTHERLY ALONG SAID SOUTHWESTERLY LINE OF SAID ASH STREET, NORTH 33°58'27" WEST, 88.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.34 ACRES OF LAND MORE OR LESS.



ORDINANCE NO. 2015-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND JUDITH ANNE ZENNER, DANIEL J. ZENNER AND MARYANNE E. ZENNER; AND DAVID FLORES AND IRMA E. FLORES; AND SHERYL ALVARADO; AND JOSE RODRIGUEZ AND IRMA RODRIGUEZ, TO AUTHORIZE CONSTRUCTION OF A 40-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION IN THE NORTH BROADWAY DEFICIENCY AREA

PLANNING CASE NO.: PHG 14-0007
RELATED CASES: SUB 14-0002
PHG 14-0006
ENV 14-0003

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

SECTION 1. That proper notices of a public hearing have been given and public hearings have been held before the Planning Commission and City Council on this issue.

SECTION 2. That the City Council has reviewed and considered the Final Mitigated Negative Declaration (City Log No. ENV 14-0003) and the Mitigation Monitoring Program and has determined that all environmental issues associated with the project have been addressed and no significant environmental impacts will result from approving this agreement.

SECTION 3. That upon consideration of the Findings/Factors to be Considered, attached as Exhibit "B" and incorporated by this reference, the staff report, Planning Commission recommendation (Resolution No. 6039), and all public testimony presented at the hearing held on this agreement, this City Council finds that the

Development Agreement is consistent with the Escondido General Plan and the Growth Management Ordinance (Article 68) of the Zoning Code.

SECTION 4. That the City Council desires at this time and deems it to be in the best public interest to approve the Development Agreement ("Agreement") between the City of Escondido and Judith Anne Zenner, and Daniel J. Zenner and Maryanne E. Zenner trustees of the Zenner Family Trust; and David Flores and Irma E. Flores; and Sheryl Alvarado; and Jose Rodriguez and Irma Rodriguez. The Agreement is attached as Exhibit "A" and incorporated by this reference.

SECTION 5. That the City Council hereby consents to the future assignment of the Development Agreement to Pacific Land Investors, LLC and/or KB Home.

SECTION 6. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 7. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

RECORDING REQUESTED BY:

CITY CLERK, CITY OF ESCONDIDO

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF ESCONDIDO
201 N. BROADWAY
ESCONDIDO, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

APN: 224-130-07-00
APN: 224-130-08-00
APN: 224-130-12-00
APN: 224-130-13-00

Recording Fees Exempt Per Government Code Section 27383

**DEVELOPMENT AGREEMENT
for SUB14-00002**

between

CITY OF ESCONDIDO

and

JUDITH ANNE ZENNER

and

**DANIEL J. ZENNER AND MARYANNE E. ZENNER
trustees of the Zenner Family Trust dated April 4, 2006**

and

DAVID FLORES AND IRMA E. FLORES

and

SHERYL ALVARADO

and

JOSE RODRIGUEZ AND IRMA RODRIGUEZ

_____, 2015

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the CITY OF ESCONDIDO, a municipal corporation ("City"), and JUDITH ANNE ZENNER and DANIEL J. ZENNER AND MARYANNE E. ZENNER trustees of the Zenner Family Trust dated April 4, 2006 and DAVID FLORES AND IRMA E. FLORES and SHERYL ALVARADO and JOSE RODRIGUEZ AND IRMA RODRIGUEZ ("Owner")(collectively, "the Parties").

ARTICLE I

Recitals

The Agreement is entered into on the basis of the following facts, understanding and intentions of the Parties:

1. **Code Authorization.** Government Code Sections 65864 through 65869.5, Article 58 of the City's Zoning Code (the "Development Agreement Legislation") and Article 68 of the City's Zoning Code ("Growth Management Ordinance") authorize the City to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the purpose of establishing certainty in the development process for both the City and the property owner, and to enable specific terms regarding property development, to be negotiated and agreed upon.
2. **Interest of Owner.** Owner is the legal and/or equitable owner of the Property located in the County of San Diego, State of California (the "Property"), as further described in Exhibit A, and more specifically within the North Broadway Region of Influence identified in the City's Growth Management Ordinance. Owner intends to subdivide the Property and to construct such other improvements as are required by the conditions of approval of the Entitlements, Future Entitlements and the Agreement.

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3. **Intent of Parties.** By the Agreement, the City and Owner intend to accomplish the following:

a. Eliminate uncertainty in the planning and development of the Project by assuring Owner that it may develop the Property, in accordance with Existing Laws, subject to the terms and conditions contained in the Agreement;

b. Assure the orderly installation of necessary improvements and the provision for public services appropriate for the development of the Project; and

c. Enable the City to obtain substantial public benefits by virtue of the Agreement.

4. **Execution.** The execution of the Agreement by the City and Owner shall constitute conclusive evidence that duly noticed public hearings before the Planning Commission and the City Council required by the Development Agreement legislation have been held, and that the City Council has introduced (first reading) and adopted (second reading) an Ordinance approving the Agreement and containing the findings required by the Development Agreement Legislation.

5. **Effective Date.** The effective date ("Effective Date") of the Agreement shall be thirty (30) days after the City Council adopts (second reading) an Ordinance approving the Agreement.

6. **Entitlements.** The City has also approved or certified certain entitlements necessary to implement the Project which are attached hereto as Exhibit B.

NOW THEREFORE, in consideration of the Recitals and the mutual covenants conditions set forth herein, the Parties agree as follows:

ARTICLE II

Definitions

1. **"Entitlements"** refers to all approvals and permits necessary or incidental to the development of the Project or any portion thereof, whether discretionary or ministerial, including

but not limited to, those listed in Exhibit B, final tract map approvals, whether standard or vesting, project plans, grading permits, building permits, and the Agreement.

2. **"Exaction"** refers to any fee, tax, requirement, condition, dedication, restriction, or limitation imposed by the City upon the development of the Property at any time in accordance with the Existing Laws.

3. **"Existing Laws"** refers to the ordinances, resolutions, codes, rules, regulations, stormwater regulations and official policies of the City governing the development of the Property, including, but not limited to the permitted uses of the Property, the density or intensity of use, the design, improvement and construction standards and specifications for the Project, including the maximum height and size of proposed buildings, and the provisions for reservation and dedication of land for public purposes, in effect on the Effective Date of this Agreement.

4. **"Future Exaction"** refers to Exactions imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise.

5. **"Future Laws"** refers to all ordinances, resolutions, codes, rules, regulations, and official policies implemented by the City after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise. "Future Laws" includes changes to the Existing Laws.

6. **"Future Entitlements"** refers to all Entitlements approved or adopted by the City after the Effective Date.

7. **"General Fees"** refers to all general development fees which the City may levy pursuant to the Government Code Sections 66000 et seq. ("the Mitigation Fee Act"), including, but not limited to, application fees, processing fees, utility connection fees, inspection fees, capital

facilities fees, development impact fees, traffic impact fees, park fees and such other similar fees as may be enacted from time to time and generally applied throughout the City.

8. **"General Plan"** refers to the City's General Plan in effect on the Effective Date.

9. **"North Broadway Deficiency Area"** refers to the region specified in the City's Growth Management Ordinance No. 94-16, and to surrounding unincorporated areas within the City's Sphere of Influence.

10. **"Project"** shall mean and refer to all improvements described in the Entitlements, Future Entitlements and the Agreement.

11. **"Property"** shall mean the certain real property located in the County of San Diego, State California as described in the Exhibit A.

12. **"Public Benefits"** shall refer to the consideration given by Owner to the City, as described in Exhibit D attached hereto, in return for the City's good faith performance of all applicable terms and conditions in the Agreement.

13. **"Term Sheet"** shall refer to the Term Sheet attached as Exhibit D.

ARTICLE III

General Provisions

1. **Term of Agreement.** The term of the Agreement (the "Term") shall commence on the Effective Date of this Agreement and shall continue for five years unless terminated, modified, or extended as permitted by the Agreement.

Following the expiration of the Term, the Agreement shall be deemed terminated and of no further force or effect; provided, however, such termination shall not affect any right or duty arising from the City approvals, including, without limitation, the Entitlements, the Future

Entitlements and any reimbursement agreement that may be entered into pursuant to the terms of the Existing Laws or the Agreement.

The Agreement shall terminate with respect to any lot and such lot shall be released and no longer is subject to the Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.

2. **Assignment.** The rights and obligations of Owner under the Agreement may be assigned by Owner as part of an assignment of the Property. Except for Owner's assignment of the Agreement to PLI and/or KB Home, which the City approves by execution of this Agreement, no assignment shall be effective unless (1) such assignment is in writing and expressly provides that the assignment shall be subject to the Agreement; (2) the Assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned; and, (3) the City has determined that the assignment will not affect the timely completion or fulfillment of any requirements in the Entitlements, the Future Entitlements or the Agreement relating to the Public Benefits. Owner shall provide thirty (30) days advance written notice to the City of any assignment. In determining whether an assignment will affect the timely completion or fulfillment of any requirements relating to the Public Benefits, the City agrees (a) not to unreasonably withhold its determination that the assignment will not affect the timely completion or fulfillment of requirements relating to the Public Benefits and (b) to approve any assignment where it can reasonably be demonstrated that the proposed assignee has the financial capability to complete in a timely fashion and fulfill any uncompleted requirements relating to the Public Benefits.

During the Term, any assignee shall have all rights, benefits, and obligations of Owner under the Agreement with respect to the portion of the Property assigned. Following an

assignment, Owner shall be released from its obligations with respect to the Property which has been assigned. Upon any transfer of any portion of the Property and the express assumption of Owner's obligations under the Agreement by such transferee, the City agrees to look solely to the transferee for compliance by such transferee with the provisions of the Agreement as such provisions relate to the portion of the Property acquired by such transferee. A default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way Owner's rights hereunder with respect to any portion of the Property not owned by such transferee. The transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferee, and any amendment to the Agreement between the City and a transferee shall only affect the portion of the Property owned by such transferee.

3. **Amendment of Agreement.** The Agreement may be amended by the mutual consent of the Parties in the manner provided by the Development Agreement Legislation. The Agreement shall include any amendment properly approved and executed. Minor modifications in the manner of performance, including, but not limited to changes which relate to the form or timing of payment of Public Benefits or the design of the Project shall not constitute an Amendment to the Agreement and may be accomplished through an "Operating Memorandum" subject to Article IV, Section 10 of the Agreement.

4. **Enforcement.** Unless amended or terminated as provided herein, the Agreement is enforceable by either Party or its successors and assigns, notwithstanding any Future Laws, which alter or amend the Existing Laws.

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5. **Hold Harmless.**

a. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for the City in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of the Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of the City, its officers, agents, employees, or representatives.

b. Owner shall further indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2007-0001) of the California Regional Water Quality Control Board Region 9, San Diego, as amended or extended, which the City might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

6. **Third Party Challenges.** In the event the validity, applicability, or implementation of the Agreement is challenged by means of legal proceedings by any party other than the City and Owner, it shall be the City's option, at its sole and absolute discretion, whether to undertake the defense of such challenge. If the City determines not to defend such challenge, it shall be the option of Owner, at its sole and absolute discretion, to defend the validity, applicability, or implementation of the Agreement in the proceeding at Owner's expense. If the City opts to defend a challenge against the validity, applicability, or implementation of the Agreement, Owner shall not be responsible for the defense of any of the City's actions brought in such a

challenge or for the expense of defending such City actions. The City and Owner agree to cooperate in the defense of any such challenges.

7. **Notices.** All notices or communication between the City and Owner pursuant to the Agreement shall be in writing and shall be given by personal delivery (including commercial express delivery services providing acknowledgments of receipt), registered, certified, express mail, facsimile or telecopy to the addresses set forth in the Term Sheet. Receipt shall be deemed complete as follows:

- a. For personal delivery, upon actual receipt;
- b. For registered, certified, or express mail, upon the delivery date or attempted delivery date as shown on the return receipt; and
- c. For facsimile, upon transmission of the facsimile or, if transmitted after business hours, then the next business day.

The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

8. **Conflict of State or Federal Laws.** If state or federal laws or regulations enacted after the Effective Date prevent compliance with any provision of the Agreement or require changes in the Entitlements or any Future Entitlements, those laws or regulations shall be controlling and the Parties shall make a good faith, reasonable attempt to modify the Agreement to comply both with the intent of the Agreement and with the new laws or regulations.

The City shall timely assist Owner in securing any permits, including permits from other public agencies, which may be required as a result of the modifications, suspensions, or alternate course of action.

ARTICLE IV

Development of the Property

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed under the Development Agreement Legislation, to develop the Property in accordance with the Entitlements, Future Entitlements and the Existing Laws. During the Term, the Entitlements, Future Entitlements, Existing Laws and the Agreement shall control the overall design, development and construction of the Project. Notwithstanding the foregoing, nothing in the Agreement shall preclude the City from applying changes occurring from time to time in the uniform codes published in Title 24 of the California Code of Regulations and adopted by the City of Escondido, including local amendments, in effect when the building permits are issued. In the event of any inconsistency between the Existing Laws and the Agreement, the provisions of the Agreement shall control.
2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in the Agreement. Owner may give the City written notice of its election to have any Future Law applied to the Property, in which case such Future Law shall be deemed to be an Existing Law.
3. **Future Discretionary Reviews.** Except as set forth in the Agreement, the City shall retain its discretionary rights in reviewing applications for Future Entitlements. Owner's applications for Future Entitlements and the City's review thereof, must comply with the Existing Laws and with the terms and conditions of the Agreement. Upon granting any Future Entitlement, such Future Entitlement shall become part of the Existing Laws. The City shall not impose any conditions upon any Existing Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or the Existing Laws, except as expressly required (as opposed to permitted) by state or federal law. The City may conduct, in accordance with

CEQA and the Existing Laws, an environmental review for Future Entitlements. The City may impose, if required by CEQA, additional mitigation measures to mitigate significant adverse environmental effects that were not previously considered, or were found to be infeasible, to mitigate at the time of approval of this Agreement.

4. **Permitted Uses and Density.** The Agreement shall vest the right to develop the Property to the fullest extent allowed under the Development Agreement Legislation with respect to the permitted uses of land, density and intensity of uses, and timing and phasing of development as described in the Entitlements and Future Entitlements. The permitted uses, density, and intensity of use of the Project, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes, shall substantially conform to those specified in the Entitlement and Future Entitlement conditions of approval, Existing Laws and the Agreement. All other aspects of the Project that are not specified in the Entitlement or Future Entitlement conditions of approval shall be determined by the Existing Laws, except as expressly provided herein.

To the extent the City retains discretion in the Future Entitlements concerning future permitted land uses, density, and intensity of use(s), the City agrees, absent conditions that the City determines are dangerous to the health or safety of the residents of the City, not to exercise that discretion in such a way as to reduce the allowed number of residential units, alter the timing of development or modify the height and design features of the Project as described in the Entitlements, Future Entitlements and the Agreement.

5. **Application of Future Laws.** Subject to Article V of the Agreement, Future Laws may be applied to the Project if they are not in conflict with the Existing Laws and will not prevent, hinder, delay, or adversely economically impact the Project.

6. **Permitted Fees.** Except as otherwise provided in the Agreement, and specifically excluding fees set by entities not controlled by the City that are collected by the City, the City shall only charge and impose those General Fees and Exactions described as "Processing Fees," "Permit/Inspection Fees," "Connection Fees," and "Development Fees" in the amounts and of the type which are in effect at the time they are incurred by Owner or any successor-in-interest as described in the Escondido Fee Guide For Development Projects. The Project shall be subject to City-wide fees only and nothing in this Agreement shall impose on the Project any additional City special or district fees or taxes that do not currently exist.

Notwithstanding the above, in return for Owner's construction of the Public Benefits described in the Term Sheet, the City will waive certain fees as described in the Term Sheet.

7. **Required Financial Contribution to City Capital Improvement Projects.** Owner agrees to pay the City the contributions for City Capital Improvement Projects in accordance with the Term Sheet.

8. **Time for Construction and Completion of the Project.** Owner cannot predict when or the rate or the order in which the Property or the parcels will be developed, if at all. Such decisions depend upon numerous factors that are not within the control of the Owner, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Therefore, Owner or its assignees shall have the right to develop the Property in phases, in such order, at such rate, and at such times as Owner or its assignees deems appropriate in Owner's or its assignees' business judgment, subject only to the provisions of the Agreement. Owner or its assignees shall be entitled to apply for and receive approval of permits, building permits, and other Entitlements and Future Entitlements for use at any time and for any or all portions or

phases of the Project, provided that application is made in a manner consistent with the Agreement.

Owner shall be allowed to perform onsite Project grading and offsite road construction and water line installation prior to approval of a Final Map. The City may require, and will process, all customary plans and agreements generally applicable to developers in the City for similar works of onsite or offsite improvements. Once Owner has obtained approval of the Final Map, it may commence construction of the single-family residences.

9. **Moratorium.** No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of the City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within the City, or portions of the City, shall apply to the Property to the extent such moratorium or other limitation is in conflict with the Agreement; provided, however, the provisions of this Section shall not affect the City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

10. **Operating Memoranda.** The Parties acknowledge that the provisions of the Agreement require cooperation between the City and Owner, and that the refinements and further development of the Project hereunder may demonstrate that changes are appropriate with respect to the details of performance of the Parties hereunder. The Parties desire, therefore, to retain a certain degree of flexibility with respect to those items covered in general terms under the

Agreement. If and when, from time to time during the Term, the Parties find that such changes or adjustments are necessary or appropriate, they shall effectuate such changes or adjustments through Operating Memoranda approved by the Parties, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary with further approval by the City and Owner. No such Operating Memoranda shall require prior notice or hearing, or constitute an amendment to the Agreement; and in the case of the City, such Operating Memoranda may be acted upon by the City Manager, Director of Community Development or by their designee. Failure of the Parties to enter into any such Operating Memoranda shall not affect or abrogate any of the rights, duties or obligations of the Parties hereunder or the provisions of the Agreement. An Operating Memoranda may be recorded as an addendum to the Agreement.

11. **Term of Map(s) and Other Project Approvals.** Pursuant to California Government Code Section 66452.6(a), the term of the subdivision map that is processed on all or any portion of the Property and the term of each of the Entitlements and Future Entitlements shall be extended for a period of time through the Term of the Agreement as specified in Article III Section 1.

12. **Infrastructure Capacity.** Subject to Owner's proportionate contribution to infrastructure and the Public Benefits provided by Owner, in accordance with the requirements of the Entitlements and Future Entitlements, the City hereby acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, without limitation, traffic circulation, flood control, sewer collection, sewer treatment, sanitation service and, except for reasons beyond the City's control, water supply, treatment, distribution and service, to accommodate the Project. To the extent that the City renders such services or provides such

utilities, the City hereby agrees that it will serve the Project and that there shall be no restriction on connections or service for the Project except for reasons beyond the City's control. Notwithstanding the foregoing, the City acknowledges that sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project exists as of the Effective Date. Owner acknowledges that the City cannot guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service during the Term of this Agreement. The City shall guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project for one (1) year from the Effective Date.

13. **Termination or Modification.** Notwithstanding the provisions of Section 33-1149 of the City's Zoning Code, the City's right to terminate or modify the Agreement may be exercised pursuant to the terms of Section 33-1149 after a public hearing only if the City determines that the failure of the City to terminate or modify the Agreement would place the residents of the City in an immediate condition dangerous to their health or safety. Owner shall have 60 days from the Effective Date to sign the Agreement or the Agreement shall automatically expire.

14. **Easements.** Easements dedicated for pedestrian use shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities so long as they do not unreasonably interfere with pedestrian use.

15. **Conditions of Approval.** Owner agrees to construct the improvements as required in the Term Sheet as Conditions of Approval to this Agreement. The timing for the improvements will be as described in the Term Sheet.

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ARTICLE V

Provision of Public Benefits

1. **Description of Public Benefits.** Owner or its assignees shall compensate the City with the following Public Benefits, as further described in the Term Sheet as consideration for the City's good faith performance of all applicable terms and conditions in the Agreement:

- a. Fulfilling long-term economic goals for the City.
- b. Providing fiscal benefits to the City.
- c. Providing short-term construction employment within the City.
- d. Providing housing which will help to satisfy the City's obligation to meet the City's share of regional housing needs.
- e. Advancement of the City's planned construction of roadway and drainage infrastructure needed in the future to serve areas near or surrounding the Project, and Owner's payments as stated in the Term Sheet.

2. **Occupancy Contingent on Construction of Public Improvements.** Owner acknowledges that the City shall not grant a certificate of occupancy for residences constructed on the Property if all public improvements required in the Term Sheet are not constructed at the times described in the Term Sheet. This contingency for occupancy shall survive the termination of the Agreement.

3. **Recordation of Final Map Contingent on Security for Public Benefits.** Prior to recordation of the Final Map, Owner must enter into an "Agreement for Completion of Improvements," which will detail Owner's construction obligations for project-required improvements and the Public Benefits, and will require Owner to provide financial security for completion of construction and shall be in substantially the form attached at Exhibit C.

4. **Other Governmental Bodies.** To the extent that the City, the City Council, the Planning Commission or any other City board, agency or commission that constitutes and sits as any other board, agency or commission, it shall not take any action that conflicts with the City's obligations under the Agreement.

5. **Processing During Third Party Litigation.** The filing of any third party lawsuit(s) against the City or Owner relating to the Agreement, the Entitlements, any Future Entitlements or to other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project or approval of Future Entitlements, unless the third party obtains a court order preventing the activity. The City shall not stipulate to or cooperate in the issuance of any such order.

ARTICLE VI

Annual Review

1. **City Responsibilities.** At least every twelve (12) months during the Term, the City shall review the extent of good faith substantial compliance by Owner with the terms of the Agreement (the "Annual Review"). At the conclusion of the Annual Review, the City's finding of good faith substantial compliance by Owner with the terms of the Agreement shall be conclusive up to the date of such finding for the purposes of future Annual Reviews or legal action between the Parties.

2. **Owner Responsibilities.** At the annual review, it shall be the responsibility of Owner to demonstrate good faith substantial compliance with the major provisions of the Agreement and to provide, to the best extent possible, the status and timing of development of the Project and related public improvements. If requested by the City, Owner shall provide any additional detail

or information necessary to demonstrate good faith compliance with any particular provision of the Agreement identified by the City.

3. **Opportunity to be Heard.** Owner shall be permitted an opportunity to be heard orally and in writing at any noticed public hearing regarding its performance under the Agreement. Owner shall be heard before each appropriate board agency or commission and the City Council at any required public hearing concerning a review of performance under the Agreement.

4. **Information to be Provided to Owner.** The City shall mail to Owner a copy of staff reports and related exhibits concerning Agreement performance, a minimum of ten (10) calendar days prior to consideration and review by the City Council as required by the Development Agreement Legislation.

5. **Annual Review Letter.** If Owner is found to be in substantial compliance with the Agreement after the Annual Review, the City shall issue, upon written request by Owner, a letter to Owner (the "Review Letter") stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, the Agreement remains in effect and Owner is in compliance. Owner may record the Review Letter in the Official Records of the County of San Diego.

6. **Estoppel Certificates.** Either Party may at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that to the knowledge of the certifying Party:

a. The Agreement is in full force and effect and is a binding obligation of the Parties.

b. The Agreement has not been amended or modified orally or in writing or, if so amended, identifying the amendments.

c. There exists no material default in the performance of the requesting Party's obligations under the Agreement or, if in default, the nature and amount of any material default.

A Party receiving a request under this Section shall execute and return a certificate within thirty (30) days following receipt of the request. The failure to deliver such certificate within such time shall be conclusive upon the party which fails to deliver such certificate that the Agreement is in full force and effect without modification and that there are no uncured defaults in the performance of the requesting party. A certificate given pursuant to this Section may be relied upon by assignees and mortgagees.

7. **Failure of Annual Review.** The City's failure to perform the Annual Review of Owner's substantial compliance with the terms and conditions of the Agreement shall not constitute or be asserted as a default by Owner.

ARTICLE VII

Delay, Default, Remedies, and Termination

1. **Notice and Cure of Default.** In the event of a material default, the Party alleging a default shall give the defaulting Party a notice of default in writing. The notice of default shall specify the nature of the alleged material default, and the manner and period of time of not less than thirty (30) days in which the default must be cured (the "Cure Period"). The Cure Period must provide sufficient and reasonable time for the default to be cured. During the Cure Period, the Party charged shall not be considered in default. If the default is cured within the Cure Period, then no default shall be deemed to exist.

2. **Option to Institute Legal Proceedings or to Terminate.** If a material default is not cured within the Cure Period, the noticing Party may institute legal proceedings as provided in Article VII Section 8 and/or give to the defaulting Party a notice of intent to terminate the

Agreement. If a notice of intent to terminate the Agreement is given, the City Council, within thirty (30) days after the giving of the Notice, shall hold a public hearing in the manner set forth in the Development Agreement Legislation, as amended, to consider and review the matter.

3. **Notice of Termination.** Following consideration of the evidence presented before the City Council and its determination that a default exists, the Party alleging a material default by the other Party, at its option, may give written notice of termination of the Agreement to the other Party and the Agreement shall be terminated immediately upon the giving of the Notice. The validity of the basis for such a termination may be challenged pursuant to Article VII Section 8 by the Party alleged to be in default.

4. **Waiver.** Failure or delay in giving notice of default pursuant to Article VII Section 1 shall not constitute a waiver of any other material default. Except as otherwise expressly provided in the Agreement, a failure or delay in asserting any rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies otherwise available to a Party or deprive a Party of the right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any rights or remedies it may have.

5. **Default by Owner.** An Annual Review may result in amendment or termination of the Agreement provided a material default has been established by substantial evidence and such default has not been cured within the Cure Period.

6. **Default by the City.** Upon a material default by the City, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under the Agreement. Upon a City default, any resulting delays in Owner's performance shall neither be construed as a material default by Owner nor constitute grounds for termination or cancellation of this Agreement by the City and the Term shall be extended for the period of any such delay.

7. **Enforced Delay, Extension of Time of Performance.** Neither Party shall be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of nature, unavailability of materials, governmental restrictions imposed or mandated by other applicable governmental entities, suspension of rights in accordance with the existence of unforeseen circumstances, litigation, or similar bases for excused performance. If written notice of such delay is given to the other Party following the commencement of such delay, an extension of time for performance shall be granted in writing for the period of the delay, or longer as may be mutually agreed upon. An extension shall commence to run from time of commencement of the cause of delay.

8. **Institution of Legal Action.** In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, to enforce any provision of the Agreement, to enjoin any threatened or attempted violation of the Agreement, to recover damages for any default, or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Superior Court of the County of San Diego, North County Branch, State of California, or in the Federal District Court in the Southern District of California. Pursuant to Code of Civil Procedure Section 638, et seq., all legal actions shall be heard by a referee who shall be a retired judge from either the San Diego County Superior Court, the California Court of Appeal, the United States District Court or the United States Court of Appeals, provided that the selected referee shall have experience in resolving land use and real property disputes. Owner and the City shall agree upon a single referee who shall then try all issues, whether fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before such referee. If Owner and the City are unable to agree upon a referee within ten (10) days of a written request to

do so by either party hereto, it will not be considered a material default by Owner nor constitute grounds for termination or cancellation of the Agreement by the City and the Term shall be extended for the period of any such delay, and either party may seek to have a referee appointed pursuant to Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the parties. Any referee selected pursuant to this Article VII Section 8 shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution. Notwithstanding the provisions of this Article VII Section 8, either party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of the Agreement, or to enjoin the other party from an asserted breach thereof, pending the selection of a referee as provided in this Article VII Section 8, on a showing that the moving party would otherwise suffer irreparable harm.

ARTICLE VIII

Encumbrances and Releases on Property

1. **Discretion to Encumber.** The Agreement shall not prevent or limit Owner, in any manner, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage. The City acknowledges that lenders providing financing may require modifications to the Agreement and the City agrees, upon request, from time to time, to meet with Owner and/or representatives of lenders to negotiate in good faith any lender request for modification. The City agrees that it will not unreasonably withhold its consent to any lender requested modification to the Agreement.
2. **Entitlement to Written Notice of Default.** Any mortgagee and its successors and assigns, upon written request to the City, shall be entitled to receive from the City written notice

of any Owner default at the same time Owner is provided with such notice pursuant to Article VII Section 1 above.

3. **Additional Mortgagee Protection.** Any mortgagee of a mortgage or a beneficiary of a deed of trust of the Property shall be entitled to the following rights and privileges:

a. Neither entering into the Agreement nor a breach of the Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value.

b. Any mortgagee receiving the notice referred to in Article VIII Section 2 above shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under the Agreement. If the default is of a nature which can only be remedied or cured by such mortgagee upon obtaining possession, such mortgagee shall seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and shall thereafter remedy or cure the default or noncompliance within thirty (30) days after obtaining possession. If any such default or noncompliance cannot, with diligence be remedied or cured within such 30-day period, then such mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such mortgagee commences cure during such 30-day period, and thereafter diligently pursues and completes such cure.

ARTICLE IX

Miscellaneous Provisions

1. **Rules of Construction.** The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.

2. **Severability.** If any non-material provision of the Agreement shall be adjudged by a court of competent jurisdiction to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of the Agreement. If any material part of the Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or illegal, the Parties shall take all steps necessary to modify the Agreement to implement the original intent of the Parties in a valid and binding manner. These steps may include the waiver by either of the Parties of their right under the unenforceable provision. If, however, the Agreement objectively cannot be modified to implement the original intent of the Parties and the Party substantially benefited by the material provision does not waive its rights under the unenforceable provision, the entire Agreement shall become void.

3. **Entire Agreement.** Except as the Agreement expressly refers to and/or incorporates other agreements between the City and Owner, the Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of the Agreement. The Agreement supersedes all other negotiations and previous agreements between the Parties with respect to that subject matter.

4. **Waivers.** All waivers of the provisions of the Agreement must be in writing and signed by the appropriate agents of the City or of Owner.

5. **Amendments.** All amendments to the Agreement must be in writing signed by the appropriate agents of the City and Owner, in a form suitable for recording in the Official Records of San Diego County, California.

6. **Recording.** The City Clerk shall cause a copy of the Agreement to be recorded with the Office of the County Recorder of San Diego County, California within ten (10) days following the Effective Date. Upon the completion of performance of the Agreement or its revocation or

termination, a statement evidencing completion, revocation, or termination signed by the appropriate agents of Owner and the City shall be recorded in the Official Records of San Diego County, California.

7. **Project as a Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and that Owner shall have the full power and exclusive control of the Property subject to the provisions of the Agreement.

8. **Incorporation of Recitals.** The Recitals set forth in Article I of the Agreement are part of the Agreement.

9. **Captions.** The captions of the Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of the Agreement.

10. **Consent.** Where the consent or approval of a Party is required or necessary under the Agreement, the consent or approval shall not be withheld unreasonably.

11. **The City's Ongoing Statutory Authority.** Except as expressly stated, nothing in this Agreement shall limit the City's authority and responsibility under the California Constitution and applicable California statutes to act in the best interests of the public health, safety, and welfare, and nothing in this Agreement is intended to limit in any way the legislative discretion otherwise afforded the Escondido City Council under state or federal law, as amended.

12. **Covenant of Cooperation.** The Parties shall cooperate with and assist each other in the performance of the provisions of the Agreement including assistance in obtaining permits for the development of the Property which may be required from public agencies other than the City. The covenant of cooperation shall include, to the maximum extent permitted by law, that the City shall use its best efforts to prevent any ordinance, measure, moratorium or other limitation

from invalidating, prevailing over or making impossible any provision of the Agreement, and the City shall cooperate with Owner to keep the Agreement in full force and effect. Owner reserves the right to challenge any such ordinance, measure, moratorium, or other limitation in a court of law if it becomes necessary to protect the development rights vested in the Property pursuant to the Agreement.

13. **Further Actions and Instruments.** Each of the Parties shall cooperate with and provide reasonable assistance to the other in the performance of all obligations under the Agreement and the satisfaction of the conditions of the Agreement. Upon the request of either Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of the Agreement to carry out the intent and to fulfill the provisions of the Agreement or to evidence or consummate the transactions contemplated by the Agreement.

14. **Successors and Assigns.** Subject to Article III Section 2 above, the burdens of the Agreement shall be binding upon, and the benefits of the Agreement inure to, all successors-in-interest and assigns of the Parties.

15. **Time of the Essence.** Time is of the essence of the Agreement and of each and every term and condition hereof.

16. **Applicable Laws.** The Agreement shall be construed and enforced in accordance with the laws of the State of California. All statutory references are to California statutes.

17. **No Waiver of Existing Rights or Applicable Laws.** The Agreement shall not constitute a waiver of any of Owner's existing rights or applicable laws, nor shall it limit or expand Owner's right to challenge any General Fee as being contrary to applicable law or to challenge any existing or Future Exaction as being in excess of Exactions permitted by applicable law.

18. **Authorization.** Each person executing this Agreement hereby warrants and represents that he/she has the authority to enter into this Agreement and to bind his/her respective entity to the provisions hereof. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.
19. **No Third Party Beneficiaries.** This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party.

SIGNATURE PAGE FOLLOWS

The Agreement has been executed by the Parties as of the dates set forth below:

CITY OF ESCONDIDO

CITY OF ESCONDIDO

By: _____
Sam Abed
Its: Mayor

By: _____
Diane Halverson
Its: Clerk

PACIFIC LAND INVESTORS, LLC

A Delaware limited liability company on behalf of:

JUDITH ANNE ZENNER; and DANIEL J. ZENNER AND MARYANNE E. ZENNER trustees of the Zenner Family Trust dated April 4, 2006; and DAVID FLORES; and IRMA E. FLORES; and SHERYL ALVARADO; and JOSE RODRIGUEZ AND IRMA RODRIGUEZ

By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:

CITY OF ESCONDIDO

By: _____
Jeffrey R. Epp
Its: City Attorney

LOUNSBERY FERGUSON ALTONA & PEAK, LLP

By: _____
David W. Ferguson, Esq.
Attorney for Pacific Land Investors, LLC

Exhibit A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Diego, State of California,
described as follows:

APN: 224-130-07-00:

THAT PORTION OF LOTS "N" AND "O" OF THE RESUBDIVISION OF BLOCKS 418 AND 419 OF RANCH RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520 FILED IN THE OFFICE OF RECORDER OF SAID SAN DIEGO COUNTY, JANUARY 21, 1913, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT "N"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT "N" SOUTH 55° 36'00" WEST, 371.04 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 15.00 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO RUTH LELII RECORDED MAY 23, 1955 AS INSTRUMENT NO. 1955-05669738 IN BOOK 5652, PAGE 8 OF OFFICIAL RECORDS, SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE SOUTH 24° 13'20" EAST; THENCE AT RIGHT ANGLES SOUTH 65° 46'40" WEST, 339.53 FEET TO THE WESTERLY LINE OF SAID LOT "N"; THENCE ALONG THE WESTERLY LINE OF LOTS "N" AND "O" TO THE MOST SOUTHERLY CORNER OF SAID LOT "O"; THENCE NORTH 44° 49'00" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT "O" TO A POINT OF INTERSECTION OF SAID SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID LELII LAND; THENCE NORTH 24° 13'20" WEST ALONG SAID PROLONGATION TO AND ALONG SAID SOUTHWESTERLY LINE TO THE MOST WESTERLY CORNER OF SAID LAND BEING ALSO A POINT IN SAID NORTHWESTERLY LINE OF LOT "N"; THENCE SOUTH 55° 36'00" WEST ALONG SAID NORTHWESTERLY LINE 15.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 224-130-08-00:

ALL THAT PORTION OF LOTS "N" AND "O" OF THE RESUBDIVISION OF BLOCKS 418 AND 419 OF RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY, JANUARY 21, 1913, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT "N"; THENCE SOUTH 44° 49' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOTS "N" AND "O", 385 FEET TO THE TRUE POINT OF BEGINNING, BEING THE MOST SOUTHERLY CORNER OF A PORTION SAID LOTS CONVEYED TO MARVIN H. TRUMBEL AND WIFE, BY DEED DATED DECEMBER 21, 1946 AND RECORDED IN BOOK 2328, PAGE 273 OF OFFICIAL RECORDS; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LAND CONVEYED TO TRUMBEL, A DISTANCE OF 367 FEET; THENCE AT RIGHT ANGLES SOUTHWESTERLY A DISTANCE OF 112 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH SAID SOUTHWESTERLY LINE OF LAND CONVEYED TO TRUMBEL, A DISTANCE OF 411 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF SAID LOT "O"; THENCE NORTH 44° 49' EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 120 FEET, ,MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

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APN: 224-130-12-00:

THAT PORTION OF LOT "P" OF THE SUBDIVISION OF BLOCK 419 OF THE RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 13, 1913.

COMMENCING AT THE INTERSECTION OF THAT CENTER LINE OF THE ROAD, LYING BETWEEN LOTS "O" AND "P" AND THE CENTER LINE OF THE ROAD, LYING ON THE SOUTHERLY LINE OF LOT "P"; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF THE ROAD BETWEEN LOTS "O" AND "P", 1162 FEET TO THE INTERSECTION OF THE SAID CENTER LINE OF SAID ROAD AND THE CENTER LINE OF THE ROAD BETWEEN BLOCKS 418 AND 419 OF SAID RANCHO RINCON DEL DIABLO; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD BETWEEN BLOCKS 418 AND 419, 403.5 FEET; THENCE SOUTHWESTERLY, 1156.1 FEET TO THE POINT OF BEGINNING; EXCEPTING THE PORTION OF SAID LOT "P" LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE ABOVE DESCRIBED PROPERTY DISTANT NORTH 44° 29' EAST, 764.24 FEET FROM THE MOST WESTERLY CORNER OF SAID PROPERTY; THENCE SOUTHEASTERLY PARALLEL WITH THE CENTER LINE OF ROAD BETWEEN BLOCKS 418 AND 419 OF SAID RANCHO RINCON DEL DIABLO TO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED PROPERTY.

APN: 224-130-13-00:

ALL OF LOT "P" OF THE SUBDIVISION OF BLOCK 419 OF RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 21, 1913, EXCEPTING THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE ROAD LYING BETWEEN LOTS "O" AND "P" AND THE CENTER LINE OF THE ROAD LYING ON THE SOUTHERLY SIDE OF LOT "P"; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF THE ROAD BETWEEN LOTS "O" AND "P", 1162 FEET TO THE INTERSECTION OF THE SAID CENTER LINE OF SAID ROAD AND THE CENTER LINE OF THE ROAD BETWEEN BLOCK FOUR HUNDRED EIGHTEEN AND FOUR HUNDRED NINETEEN OF SAID RANCHO RINCON DEL DIABLO; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD BETWEEN BLOCKS FOUR HUNDRED EIGHTEEN AND FOUR HUNDRED NINETEEN, 403.5 FEET; THENCE SOUTHWESTERLY 1156.1 FEET TO THE POINT OF COMMENCEMENT.

EXHIBIT B

ENTITLEMENTS

1. Tentative Subdivision Map (SUB14-0002), (the "Tentative Map"), by City Council Resolution No. 2015-44 on April 22, 2015.
2. Final Mitigated Negative Declaration and Mitigation Monitoring Program (ENV14-0003), adopted by City Council Resolution No. 2015-44 on April 22, 2015.

EXHIBIT C

AGREEMENT FOR COMPLETION OF IMPROVEMENTS

This Agreement is made and entered into this ____ day of _____, 20__, by and between the CITY OF ESCONDIDO, a municipal corporation, hereinafter referred to as "CITY," and _____ a _____ hereinafter referred to as "APPLICANT";

WHEREAS, APPLICANT proposes to construct a building, structure or development at _____ in the City of Escondido, County of San Diego, State of California, the "Project"; and

WHEREAS, certain public improvements are required to be constructed and/or installed in the streets and/or easements adjacent to the lot or parcel upon which such the Project is to be constructed or erected; and

WHEREAS, pursuant to the provisions of Ordinance No. 93-2 of the Escondido Municipal Code, it is necessary that certain public improvements as detailed in the plans and specifications on file with the City Engineer of the City of Escondido, the "Improvements", be constructed and/or installed as a condition of and prerequisite to final inspection and acceptance of the Project.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. APPLICANT hereby agrees, at its sole cost and expense, to furnish all labor, equipment and materials to construct the Improvements in a good workmanlike manner and in conformance with the approved plans and specifications on file with the City Engineer. APPLICANT agrees that the Improvements shall be completed within two years from the date of this Agreement. The Improvements shall be completed to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted by the CITY. The estimated cost of the Improvements is the sum of \$_____.

2. APPLICANT covenants that all Improvements shall be constructed in a manner that does not damage existing public property. Should any damage occur to public property, including, but not limited to, the Improvements in the public right-of-way as a result of APPLICANT or APPLICANT'S contractor performing construction, APPLICANT shall be responsible for repair or reconstruction of the public property. Such repair or reconstruction shall be at the APPLICANT'S sole expense and shall be completed to the satisfaction of the City Engineer.

3. The CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to APPLICANT or any other person for, and APPLICANT shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever

nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by construction of the Improvements. The CITY shall not by its approval of the Project, or any part of it, or by entering into this Agreement, or by granting any permits concerning this Project or Improvements, be deemed an insurer or surety for the design or construction of the Improvements.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which APPLICANT has agreed to indemnify Indemnitees as provided above, APPLICANT, upon notice from the CITY, shall defend Indemnitees at APPLICANT'S expense by counsel acceptable to the CITY, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

If a court of competent jurisdiction determines that the CITY has acted with negligence with respect to anything covered in this Agreement, APPLICANT'S obligation to indemnify the CITY shall be limited by the provisions of California Civil Code Section 2782(b).

4. APPLICANT shall further indemnify, defend and hold harmless the CITY and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01) of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

5. It is further agreed that APPLICANT will at all times, prior to CITY acceptance of the Improvements, give good and adequate warning to the traveling public of each and every defective and/or dangerous condition existing in the affected public rights-of-way and/or easements or any of them, and will protect the traveling public from such defective or dangerous conditions. It is understood and agreed that until acceptance of the Improvements, each of the affected public rights-of-way and/or easements not accepted as improved shall be under the charge of APPLICANT for the purposes of this Agreement. APPLICANT may, upon approval of the City Engineer, close all or a portion of any public right-of-way whenever it is reasonably necessary to protect the traveling public during construction of the Improvements. APPLICANT agrees that the provisions of Sections 3 and 4, respecting indemnification, are applicable to the obligations as set forth in this Section 5.

6. APPLICANT hereby agrees to pay for any inspection of streets and/or easements as may be required by CITY ordinances.

7. It is further agreed that APPLICANT shall file with the City Clerk at the time of signing this Agreement a good and sufficient bond or Instrument of Credit in an amount not less than the estimated cost of the Improvements, as specified above, for the faithful performance of the terms and conditions of this Agreement, including payment for all labor and materials furnished in connection therewith and the guarantee and warranty of the Improvements for a period of two years against any defective work or labor or defective materials furnished, and that should the sureties on the bond or either of them become insufficient, APPLICANT agrees to renew the bond with good and sufficient sureties within ten (10) days after receiving notice that the sureties are insufficient.

8. In lieu of filing a bond as provided above, APPLICANT may deposit with the City Clerk or with a responsible escrow agent, bank, savings and loan or trust company, a sum of money or other form of security acceptable to the City Attorney, not less than the estimated cost of the Improvements as above specified, together with instructions to the escrow agent or bank, savings and loan or trust company for the payment of such money, which instructions shall be subject to the approval of the City Attorney.

9. Upon mutual consent of APPLICANT and the City Engineer, the City Engineer may make such changes, alterations or additions to the plans and specifications for the Improvements as may be determined necessary and desirable by the City Engineer for the proper completion of the Improvements and no such changes, alterations or additions shall relieve the surety or sureties on any bond given for the faithful performance of this Agreement.

10. It is further agreed by and between the parties hereto that, in the event it is deemed necessary to extend the time of completion of the Improvements required under this Agreement, the extension may be granted by the CITY and shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement. In accordance herewith, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

11. It is further agreed by and between the parties hereto that the terms of this Agreement shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the above-described land or any part thereof.

SIGNATURE PAGE FOLLOWS

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

CITY OF ESCONDIDO

Date: _____ By _____
City Manager

APPLICANT

Date: _____ By _____
Authorized Signature

Address: _____

(SIGNATURES MUST BE NOTARIZED)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

City Attorney

EXHIBIT D

TERM SHEET

1. **Background.** Developer Pacific Land Investors, LLC, seeks to acquire and improve several undeveloped tracts/subdivisions within the Stanley/Lehner Block and the Stanley/Vista Block as depicted on Exhibit E. Owners of the undeveloped property within the Stanley/Lehner Block and the Stanley/Vista Block seek separate development agreements with terms that spread the cost of the various improvements across all owners. Development agreements for Tracts 889 and 894 have been completed and recorded in the official records of the San Diego County Recorder. In addition to the Tract 889 and 894 properties, Developer envisions another 57 units, including those in SUB13-0003 and SUB13-0013 which were approved on 6-18-14, may be developed within the Stanley/Lehner Block and 40 units may be developed within the Stanley/Vista Block. Developer further envisions the possibility that all undeveloped properties within the Stanley/Lehner and Stanley/Vista Blocks will be developed at the same time. The 97 units to be developed shall be subject to cost sharing for the improvements described below. City seeks to ensure that the necessary public infrastructure improvements are made in a timely manner, even if the properties are not developed as one unit.

2. **Sale of Property.** Owner has entered into an agreement to sell the Property to Pacific Land Investors, LLC, ("PLI") and by letters dated August 6, 2013, February 11, 2014, February 18, 2014, and October 14, 2014, on file with the City, has authorized Mark Ferraro of PLI to act on its behalf with respect to this Agreement.

3. **Owner Contribution to Capital Improvement Projects.** Owner agrees to construct or financially support all mitigation measures, all improvements required as Engineering Conditions of Approval Escondido Tract Number SUB 14-0002, Planning Conditions of

Approval Escondido Tract Number SUB 14-0002 published in the Escondido City Council Resolution approving the Property's Tentative Map and the following improvements based upon Escondido Design Standards and Standard Drawings (Effective Date: April 2, 2014). All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet.

a. North Broadway Deficiency Fee. Owner shall pay the City **\$12,500.00** per unit shown on the Project's approved Final Map prior to the City's issuance of the first building permit for the Project to finance roadway and drainage improvements in the vicinity of the Project..

b. N. Ash Street. & Vista Avenue Intersection Improvements. Prior to the issuance of a building permit, Owner shall directly reimburse Eight Hundred and Twenty-Five dollars (**\$825**) per unit (\$80,000/97 units), for each unit subject to this Agreement, to the developer or owner of any tract or subdivision within the Stanley/Lehner Block who has previously improved the intersection by completing the construction of the intersection and dedicated turn lanes on all approaches.

c. Sewer Line. Prior to the issuance of a building permit for the Project, Owner shall construct a new 8-inch sewer line in Ash Street from Lehner Avenue to Vista Avenue to the satisfaction of the City Engineer. Owner will construct the sewer line for public benefit of future users and will be entitled to apply to the City for a reimbursement agreement requiring contribution from future property owners not within the boundary of the Project who connect to the line for a period of ten years after issuance of the first building permit.

d. Ash Street Off-site Improvements. Prior to the issuance of the final building permit for the Project, Owner shall construct frontage improvements on Ash Street as follows:

Frontage improvements along APN 224-142-19 and 29 shall consist of removal of the existing roadway section to center line, reconstruct roadway segment to Local Collector standard with contiguous sidewalk and parkway landscaping. Project landscape architect shall prepare a design for drought tolerant plants in the parkway area as a part of project landscaping design subject to review and approval by the Planning Director. The developer shall be responsible for the installation of the landscaping and temporary irrigation and maintenance of the offsite landscaped area until the landscaping is established, prior to turning over maintenance responsibilities, as approved by the City Engineer. Where approved by the property owner, street trees shall be placed on private property at the rate of 30' spacing; however, trees may be clustered at various locations. The developer shall be responsible for coordination of driveway construction, joining existing private improvements and installation of landscaping and trees with all property owners. Improvements along 224-142-19 and 29 shall be designed with contiguous sidewalk to avoid impact on the existing block wall and gate, and private landscaping outside public right-of-way.

In the event that the Owner cannot obtain any required permission from the property owner's of the respective parcels free of charge, Owner shall modify the planned improvements to the satisfaction of the City Engineer and make the improvements within the public right of way. Upon completion of these improvements by Owner, the City will waive or reimburse **\$72,121.00** of the Project's North Broadway Deficiency fee.

e. Vista Avenue Offsite Improvements. Prior to the issuance of the final building permit for the Project, Owner shall construct frontage improvements on Vista as follows:

i). Frontage improvements along APN#s 224-120-01, 10, 11, 12 and 36 shall consist of widening of Vista Avenue along the frontage of the 5 properties to local collector standards with contiguous and non-contiguous sidewalk and parkway landscaping with sub-drain to conform to green street criteria for storm water treatment. Project landscape architect shall prepare a green street design and drought tolerant plants in the parkway area as a part of project landscaping design subject to review and approval by the Planning Director. The developer shall be responsible for the installation of the landscaping and temporary irrigation and maintenance of the offsite landscaped area until the landscaping is established, prior to turning over maintenance responsibilities, as approved by the City Engineer. Where approved by the property owner, street trees shall be placed on private property at the rate of 30' spacing; however, trees may be clustered at various locations. The developer shall be responsible for coordination of driveway construction, joining existing private improvements and installation of landscaping and trees with all property owners. Roadway rehabilitation shall be in accordance with paragraph ii below.

ii). Rehabilitation of roadway along APN 227-560-01 to Bellow Hills Ln.

Offsite Vista Avenue improvements shall include removal of the existing roadway section and construct a full structural section consist of 4 inches of asphalt concrete over 8 inches of base. The improvements shall also include preparation

of signing and striping plan and construction of signing and striping to the satisfaction of the City Engineer.

iii). Reconstruction of 10 feet of roadway between Bellow Hills Lane and N. Ash Street shall include removal and reconstruction of southerly 10 feet of roadway to provide for a full 42 feet of new asphalt paving and aggregate base section along project frontage. Curb and gutter shall be installed along southerly side of Ash Street.

In the event that the Owner cannot obtain any required permission from the property owner's of the respective parcels free of charge, Owner shall modify the planned improvements to the satisfaction of the City Engineer and make the improvements within the public right of way. Upon completion of these improvements by Owner, the City will waive **\$359,455.00** of the Project's North Broadway Deficiency fee.

f. N. Ash Street. & Vista Avenue Signalization. Upon completion of the signalization of this intersection by Developer to the satisfaction of the City or County Engineer, City shall disburse to Owner any funds it has collected, and is still holding, from the developer or owner of any tract or subdivision within the Stanley/Lehner Block as a contribution toward the signalization.

4. Notice. Addresses for Notice described in Article III, paragraph 7 of the Agreement are as follows:

To the City:
City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025
FAX (760) 741-7541

With Copy to:

Jeffrey R. Epp, Esq.
City Attorney
City of Escondido
201 N. Broadway
Escondido, CA 92025
FAX (760) 741-7541

To the Owner:

Pacific Land Investors, LLC
Attn: Mark Ferraro
111 Pacifica, Ste. 130
Irvine, CA 92618
FAX 949-789-0006

With copy to:

David W. Ferguson, Esq.
Lounsbery Ferguson Altona & Peak, LLP
960 Canterbury Place, Suite 300
Escondido, CA 92025
FAX (760) 743-9926

The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

END OF TERM SHEET

EXHIBIT E

Stanley/Lehner Block and Stanley/Vista Block

The original source map can be located at the City of Escondido, City Clerk's Office, 201 N. Broadway, Escondido, CA 92025. Phone number 760-839-4617. It is filed under Development Agreement for SUB14-0002.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10

Date: April 22, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Barbara J. Redlitz, Director of Community Development
Danielle Lopez, Neighborhood Services Manager
Karen Youel, Management Analyst

SUBJECT: Public Hearing to Approve the FY 2015-2019 Consolidated Plan and FY 2015-2016 One-Year Action Plan for Use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Funds

RECOMMENDATION:

1. Solicit and consider citizen input on the FY 2015-2019 Consolidated Plan and FY 2015-2016 One-Year Action Plan for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds;
2. Adopt Resolution No. 2015-63 approving the HOME and CDBG budget and authorizing the Director of Community Development and City Clerk to execute contracts as appropriate; and
3. Adopt Resolution No. 2015-64 approving the submittal of the FY 2015-2019 Consolidated Plan and FY 2015-2016 One-Year Action Plan for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds to the U.S Department of Housing and Urban Development.

FISCAL ANALYSIS:

The City of Escondido receives annual federal entitlements from the U.S. Department of Housing and Urban Development (HUD) for housing and community development activities. If the Community Development entitlements remain consistent with previous years' awards, the City anticipates receiving approximately \$7,000,000 in Community Development Block Grant (CDBG) and \$2,000,000 in HOME Investment Partnerships Program (HOME) funds over the next five years.

The Consolidated Plan will provide guidance for the expenditure of these funds for fiscal years 2015-2019. CDBG projects will be funded solely by grant money received and will not impact the general

fund. HOME funds can only be used for the development of affordable housing and will not impact the general fund.

Should the allocation be substantially higher or lower than estimated a public hearing will be scheduled for a future date to approve an Action Plan amendment revising the allocation amounts. The city defines a substantial change to the scope of a project as a change that affects the funding level by greater than 25% for projects budgeted at more than \$100,000. Non-substantial increases or decreases to the HOME or CDBG allocations will be proportionally dispersed to current distributions.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Neighborhood Improvement.

PREVIOUS ACTION:

On March 24, 2010, the City Council held a public hearing and approved the FY 2010-2015 Consolidated Plan. The Plan established priorities for the use of federal funds (including HOME and CDBG) over the five-year period, ending June 30, 2015, to benefit low-income residents and neighborhoods in the City of Escondido.

Prior to May of 2015, the City Council will be required to adopt a new Five-Year Consolidated Plan to guide the use of the HOME and CDBG funds over the next five-year period beginning July 1, 2015 and ending June 30, 2020.

On January 7, 2015 the City Council held a public hearing to receive information and direct staff to report back on the results of the community assessment underway that will establish updated CDBG and HOME priorities for the 2015-2019 Consolidated Plan.

BACKGROUND:

The Consolidated Plan is a federally-required document for communities that receive funds from the federal housing and community development programs, including Community Development Block Grant Program (CDBG) and the Home Investment Partnerships Program (HOME). The Plan is intended to provide a comprehensive, strategic framework for a community to establish a unified vision and action plan to address the needs of low-income individuals, families and neighborhoods. The goals of CDBG and HOME programs covered by the Consolidated Plan are to provide decent housing, a suitable living environment and to expand economic opportunities. The City of Escondido receives only CDBG and HOME program funds directly.

HUD requirements for the development of the Consolidated Plan include a community assessment of the City's housing and community development needs, including homeless and non-homeless needs; the development of a comprehensive citizen participation plan; the development of a five-year

strategic plan; the identification of priorities to benefit low-income individuals; and the development of a one-year action plan to address the established priorities. The one-year action plan, required for each year of the Consolidated Plan period, will set goals, objectives and performance benchmarks for community development actions and will specify how CDBG and HOME entitlement funds are spent. Projects must meet the Consolidated Plan goals to provide decent housing, a suitable living environment, or expand economic opportunities within the community.

Citizen participation is a primary requirement for the preparation of a new Consolidated Plan. The current Consolidated Plan was developed through an extensive community process that included a comprehensive needs assessment conducted by staff. The needs assessment was critical in establishing a baseline of community needs and was instrumental in helping to establish priorities for the current five-year period.

Over the past three months, Neighborhood Services and Housing staff conducted a total of seven community and stakeholder meetings to solicit input. In addition, a draft of the Consolidated Plan was made available on the City website for a 30-day public review period to solicit comments. Based on the recent community assessment, an analysis of all the comments provided and the ongoing feedback system, staff are recommending CDBG and HOME priorities for the new FY 2015-2019 Consolidated Plan for CDBG and HOME funding.

Escondido has developed significant relationships with residents of low-income areas and receives community input both formally and informally on a continual basis. Community input is regularly gathered in a multitude of ways including dialogue with school administrators at area schools, resident surveys administered at community events, formal workshops conducted by staff, ongoing consultations with local area agencies and neighboring municipalities, and Neighborhood Group meetings. These methods directly incorporate the ideas and perspectives of local residents, businesses, service providers and interested parties. Community surveys, reports, and demographic data were also evaluated to determine specific needs.

FY 2010-2015 Community Development Priorities

In the FY 2010-2015 Consolidated Plan, the City adopted the following community development priorities:

1. Youth: Increase quality-of-life opportunities for Mission Park Area students and their families by improving their social and physical environment.
2. Economic Development: Provide economic development opportunities for Mission Park Area residents.
3. Transportation Alternatives for Seniors: Continue to provide coordinated, low-cost, flexible transportation alternatives for seniors.

4. Neighborhood Revitalization: Identify and improve low-income neighborhoods appropriate for revitalization incorporating direct citizen involvement.
5. Homelessness: Support comprehensive, integrated service systems to transition local homeless families and individuals, to permanent or residential housing and self-sufficiency.
6. ADA Improvements to Public Facilities: Continue to utilize CDBG and general fund resources, as they become available, to address the public facility needs identified in the City's ADA transition Plan.

Recommended FY 2015-2019 Community Development Priorities

Based on the community needs assessment the six priorities from the FY 2010-2015 Consolidated Plan continue to be areas of need within the community: Youth, Economic Development, Neighborhood Revitalization, Homelessness, Senior Services, and ADA improvements to public facilities. For the FY 2015-2019 Consolidated Plan, staff is recommending the following community development priorities:

Youth

- 1. Increase quality-of-life opportunities for low to moderate income students and their families by improving their social and physical environments.**

Community surveys reveal residents' and community stakeholders' continuing concern with providing services and opportunities for its youth and their families. Through the comprehensive assessment process and discussions with community representatives and providers, increasing quality of life opportunities for local youth is recommended for prioritization.

Economic Development

- 2. Increase knowledge of economic opportunities for area residents to enhance the city's economic vitality, diversity, and quality of life.**

Residents, business and community leaders have indicated a significant and continuing interest in creating economic opportunities for Escondido. The high priority assigned to economic development is a continuation of the need expressed in the current Consolidated Plan and City Council Action Plan. The creation of new employment opportunities and technical assistance was identified as a significant issue for Escondido residents and therefore recommended as a priority in the 2010-2019 Consolidated Plan.

Senior Assistance and Related Support Services

3. Increase low-cost, flexible transportation alternatives, and related support services for seniors.

Data indicates that the County's senior population will expand in the years to come, placing a greater demand on the already limited public and private resources available to meet this population's needs. One of Escondido's continuing priorities is an affordable and flexible transportation system designed to meet seniors' unique needs, such as getting to and from doctor appointments, the grocery store and other vital appointments. Residents and public service providers continue to express a strong interest in coordinated systems to serve core areas in the city, as well as in creative transportation alternatives and related support services for special needs groups such as seniors.

Neighborhood Revitalization/Infrastructure Improvements

4. Identify low-income targeted neighborhood areas appropriate for revitalization through direct citizen involvement in improving the physical, economic and social environment.

During the Community Needs Assessment period, neighborhood revitalization was identified as a high priority for community action. Residents in CDBG eligible areas have expressed a need to address aging infrastructure and implement comprehensive street improvements, including curbs, gutters, sidewalks, and street lights. Many street alleys are also deteriorating due to old age and are in need of drainage, paving, and proper lighting.

Homelessness

5. Support comprehensive, integrated service systems to transition homeless families and individuals to permanent or residential housing and self-sufficiency.

Programs aimed at addressing homelessness are recommended because of the continued need based on Escondido's relatively large homeless population. Homelessness is also a priority program area for HUD. There are also a growing number of homeless families due to a lack of affordable housing and a lack of jobs that generate sufficient income to support rent or mortgage payments. Service providers repeatedly stressed the need for comprehensive, long-term programs that combine emergency shelter, support services, and housing to address the multiple and often complex needs of homeless individuals and families. Programs that provide the resources and time for homeless persons to address their problems, integrate new skills, and achieve economic stability have the greatest chance of preventing a return to homelessness.

ADA Improvements

6. Improve the quality of existing community facilities to meet mandated Americans with Disabilities Act (ADA) requirements as resources become available.

ADA improvements that facilitate access to public facilities continue to be a high priority in the community. As resources are identified and become available, projects to improve ADA access will be prioritized and scheduled throughout the five-year period.

FY 2010-2015 Housing Priorities

In the FY 2010-2015 Consolidated Plan, the City adopted the following housing priorities:

- * Increase ownership opportunities
- * Conserve the supply of existing ownership housing
- * Expand the stock of affordable rental housing
- * Promote neighborhood stability by increasing the length of stay in rental housing
- * Increase supply of well-designed multi-family units
- * Expand supply of 3 & 4 bedroom units

Recommended FY 2015-2019 Community Development Priorities

Based on the community needs assessment and input from the community, staff recognizes many of the affordability issues facing the City remain constant. Staff recommends four clarified housing priorities:

1. Increase homeownership opportunities
2. Conserve the supply of existing ownership housing
3. Expand the stock of affordable rental housing, including 3 and 4-bedroom units
4. Promote neighborhood stability by increasing the length of stay in rental housing

One-Year Action Plan for the Use of CDBG Funds and HOME Funds:

CDBG Funds

The City of Escondido anticipates receiving \$1,503,249 in CDBG entitlement funds for FY 2015-2016. No more than 15 percent of the entitlement funds (\$225,487.35) may be used for public service activities, and no more than 20 percent (\$300,649.80) may be expended for administrative activities. There is no limit to the percentage that may be expended for capital improvement or other neighborhood revitalization activities in low-and-moderate income neighborhoods.

CDBG Review Process

The City of Escondido accepts and reviews applications for CDBG funding throughout the year. A description of the CDBG funding process, application materials and resources for the technical assistance are posted on the Neighborhood Services Web site and are provided by staff upon request. In accordance with the City's Consolidated Plan public participation policy, the City conducts two public hearings to solicit and consider citizen input.

To date, the City of Escondido has received four proposals from outside agencies for FY 2015-2016 CDBG public service funding: 1.) Assistance League which provides clothing and shoes to extremely poor school children through their Operation School Bell Program; 2.) YMCA for their Transition Age Youth (TAY) Academy housed at the Palomar Family YMCA teen center; 3.) Angels Depot, whom the City currently funds, for their senior emergency meal box program; and 4.) Meals on Wheels, whom the City currently funds, for their in-home meal delivery service to moderate-to-low income seniors.

The City has received an additional three proposals from outside agencies for FY 2015-2016 CDBG capital funding: 1.) Interfaith Community Services for construction material costs associated with the new Veteran and Family Resource Center a facility that will include a 20-bed recuperative care program for homeless veterans and a 10-bed program for non-veterans and; 2.) Habitat for Humanity to rehabilitate and repair 12 homes in the Rustic Park area as well as the surrounding Elm Street; and 3.) Grid Alternatives a program that seeks to provide 10 low income families with photo voltaic systems in an effort to reduce families' high electricity bills.

Recommended Public Services and Capital Improvement Projects

Learn to Swim Program

The Learn-to-Swim program provides free water safety training to low-income youth and adults offered by the Escondido Recreation Division.

Exceptional Promise

The Exceptional Promise scholarship program provides opportunities for low and moderate income individuals to participate in activities offered by the Escondido Recreation Division which might otherwise be economically unfeasible.

Bilingual Computer Classes

The bilingual computer classes are a workforce-oriented computer training class targeted at low to moderate income residents.

Senior Assistance and Related Support Services

Older-Adult Services Division provides a low-cost transportation program, a Senior Nutrition program, and a SeniorCARE program at the Park Avenue Community Center.

Meals on Wheels

The Meals on Wheels program provides meal delivery services for homebound seniors and people with disabilities.

Regional Winter Shelter

The Regional Winter Shelter serves homeless men and women during the cold winter months.

Angels Depot

The Angels Depot provides seniors with an emergency meal box program where they can pick-up their meals at the Park Avenue Community Center.

Assistance League (New)

The Assistance League provides clothes and shoes to extremely low income students through their Operation School Bell Program.

CDBG-Funded Code Enforcement

CDBG-funded neighborhood revitalization efforts would include funding two part-time Code Enforcement Officers to work in commercial and residential areas of CDBG-eligible census tracts. The officers would address code issues relating to business licensing, illegal signage and other appearance and compliance issues.

Grants to Blocks

Implemented to address the neighborhood revitalization priority, this program addresses the need to fund multiple, small neighborhood revitalization projects such as the Neighborhood Clean-ups or Block Parties as well as support neighborhood organization efforts in low income neighborhoods.

Graffiti Removal

Graffiti removal program addresses the removal of graffiti within CDBG eligible areas within the city.

Project NEAT

Project NEAT is a program that helps neighborhoods address property maintenance issues without having to contact the Code Enforcement Division. It gives resident an opportunity to educate themselves about property maintenance within the City and pro-actively resolve those issues.

Multi-Neighborhood Street Lighting Project

The Multi-Neighborhood Street Lighting Project would provide our Elms, Rustic Village, Mission Grove, Cedar-Cedar Brook, and (East Valley) Neighborhood Transformation Project neighborhoods with proper lighting with the aim to reduce crime and promote safer neighborhoods.

HOME Funds

The City anticipates receiving \$428,180 in HOME funds for FY 2015-16. Ten percent of new HOME allocation and interest, and ten percent of the projected program income derived from loan repayments (a total of \$44,088 plus a \$94,525 administrative reserve) is allocated for the City's costs of administering the program. A minimum of 15 percent of the annual allocation of HOME Program funds (\$64,227) must be reserved for the housing development activities of Community Housing Development Organizations (CHDOs). A total of five percent of the HOME grant may be used to provide operating funds to certified CHDOs, but is not required to be used for that purpose. HOME Program funds must be committed or reserved within two years and expended within five years of allocation.

Homeownership Opportunities

Priorities 1 and 2 relate to the need for homeownership in Escondido. The rate of homeownership in Escondido is 48 percent, which is lower than the state and national averages of 54 percent and 64 percent respectively as reported by the 2013 1-Year American Community Survey. The anticipated FY 2015-2016 One-Year Action Plan will address the need to reduce turnover rates and increase ownership within the community. The issuance of Homebuyer Entry Loan Program (HELP) loans to assist first-time homebuyers in the purchase of their homes will contribute to increased stability. The five-year Consolidated Plan's objective is to assist approximately 1-2 households per year with HELP loans. San Diego Habitat for Humanity will complete construction on 11 town homes for first-time homebuyers on Elm Street in FY 2014-15 and 2015-16, with the first households purchasing their homes in June 2015. Additional non-federal grant funds will be used to assist owner-occupied rehabilitations.

HELP Program

The HELP program is a City-administered first-time homebuyer program that currently provides loans up to 5 percent of the purchase price of a home (maximum \$25,000) to assist homebuyers earning 80 percent or less of the San Diego County area median income (currently \$63,100 for a household of four) to purchase their first home. The HELP program has been funded with HOME funds since September of 1996. The program has been underutilized in recent years; new higher HOME Homeownership Value Limits are anticipated to reinvigorate the HELP program. In FY 2011-12, 64 HELP loans were issued (with an average loan amount of \$10,933). During the first half of FY 2014-15, one loan has been issued. The maximum loan amount is \$25,000; currently the average loan is \$14,250. In anticipation that the coming year will be more robust than the first half of this year, staff is allocating all remaining the Housing Development HOME funds to the HELP program for issuance of loans for the upcoming fiscal year.

Rental Housing Assistance & Affordable Housing Project Development

Priorities 3 and 4 relate to the improvement of the supply of rental housing in the City to meet the needs of Escondido residents. The Consolidated Plan cites overpayment for housing as a widespread housing problem in Escondido, especially among lower-income renters. Additionally, the rate of overcrowding is especially acute for large related renter households. The Consolidated Plan sets forth an objective of assisting in the provision of 15 deed-restricted rental units for families per year. As a strategy toward meeting related priorities, the anticipated City's FY 2015-16 One-Year Action Plan will place an emphasis on the rehabilitation and, where appropriate, new construction, of rental units. Redevelopment and rehabilitation will occur with the assistance of HOME funding and recycled Housing Set-Aside/Successor Housing Agency funds, as leverage to other funding sources. The City has committed HOME funds for the acquisition and rehabilitation of 43-deed restricted rental units at 1150-1160 N Escondido Blvd and 10-deed restricted rental units at 260 Midway. In FY 2014-15, Council also approved Successor Housing Agency funds to assist Solutions for Change to redevelop a blighted and underutilized property to construct at least 24 deed-restricted rental units on South Escondido Blvd.

Significant progress continues to be made towards addressing the community development priorities of the FY 2010-2015 Five-Year Consolidated Plan. Additional efforts for FY 2015-2019 would continue to work upon and improve the quality of life for Escondido's low and moderate income residents. Priority needs, strategies, and objectives defined in the Five-Year Strategic Plan are addressed through the funding of projects in the One Year Action Plan in the areas of youth and families, seniors, economic development, neighborhood revitalization, and a continuum of care for homeless individuals and families.

The following attachments provide additional information for Council reference:

Attachment A - FY 2015-2019 Consolidated Plan Executive Summary *(to view the draft in its entirety visit <http://www.escondido.org/cdbg-program-overview.aspx> under the section titled "Five-Year Consolidated Plan."*

Attachment B - FY 2015-2016 Proposed CDBG Allocations

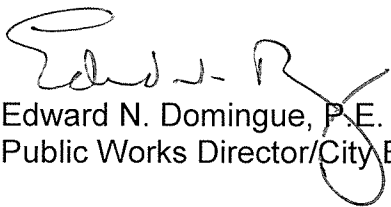
Attachment C - FY 2015-2016 Summary of HOME Funding Categories

ALTERNATIVES:

In the alternative, Council may choose to:

1. Modify the recommended FY 2015-2019 Five-Year Consolidated Plan.
2. Modify the recommended FY 2015-2016 One-Year Action Plan.

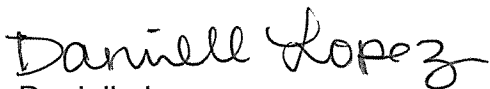
Respectfully submitted,



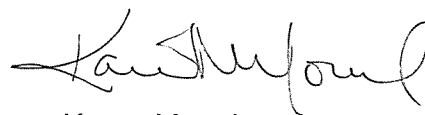
Edward N. Domingue, P.E.
Public Works Director/City Engineer



Barbara J. Redlitz
Director of Community Development



Danielle Lopez
Neighborhood Services Manager



Karen Youel
Management Analyst



Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan is a federally required document which incorporates the application of planning processes for four formula-based federal housing and community development programs. The City of Escondido directly receives and distributes CDBG and Home Investment Partnership Act (HOME) funds.

The statutes for the grant programs included in the Consolidated Plan set forth three basic goals to benefit low and very low-income persons:

- The first goal is to provide a suitable living environment.
- The second goal is to provide decent housing.
- The third goal is to expand economic opportunities.

Escondido's Consolidated Plan includes four major sections, each representing a component of the comprehensive plan to address local affordable housing and community development needs for the next five year period: (1) Citizen participation and consultation of lead stakeholders; (2) Housing

and community development needs assessment and market analysis which provides the foundation for establishing priorities and allocating federal, state and local resources; (3) Strategic plan of the proposed projects and priorities to be funded through HUD; (4) The Annual Action Plan which outlines the City's intended uses of CDBG and HOME funds for the upcoming fiscal year. The Consolidated Plan was prepared using the eCon Planning Suite software provided by the Department of Housing and Urban Development (HUD). The Consolidated Plan template prescribes the structure of the document following HUD's Consolidated Planning regulations.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The city has extensive housing and community development needs, and CDBG and HOME funds are not sufficient to address all the needs of the city. The City will use CDBG and HOME funds, in conjunction with other available funding as they become available, to coordinate projects and services to meet the objectives of both programs. The identified Needs are increasing homeownership opportunities; conserving the supply of existing owner housing; expanding the stock of affordable rental housing; increasing the length of stay in rental housing; providing educational and recreational programs; increasing livability of neighborhoods; assisting non-homeless persons; and assisting homeless persons. The associated goals and priorities identified include:

Goal: Providing educational and recreational programs

Priority: Support education and recreation opportunities

- Provide access to and encourage enrollment in subsidized education and recreation programs
- Identify and encourage participation of support programs and safety issues for school-aged children and youth

Goal: Increasing the livability of neighborhoods

Priority: Neighborhood revitalization

- Prioritize and complete infrastructure improvements based on input from residents, property owners and business owners in CDBG eligible areas.
- Increase resident and property owner participation in property enhancement and beautification strategies.

Goal: Assisting homeless persons

Priority: Support homeless services

- Assure that a fair share number of emergency beds are available in the community and in the region.

Goal: Assisting non-homeless persons

Priority: ADA improvements

- Continue to utilize CDBG and general fund resources, as they become available, to address the public facility needs identified in the City's ADA Transition Plan.

Priority: Support senior services

- Explore and develop coordinated, low-cost, flexible transportation alternatives for seniors.
- Provide core senior services, such as in-home care and meal delivery, to reduce transportation needs.

Goal: Economic Development

Priority: Support adult education and training

- Provide opportunities for residents to enroll in appropriate adult education programs designated to increase family income.
- Explore and develop employment training programs.

Goal: Increase number of homeowners

Priority: Increasing Homeownership opportunities

- First time homebuyer program/down payment assistance
- Development of new, affordable owner housing

Goal: Provide additional affordable, rental units

Priority: Expand stock of affordable rental housing

- Development of new affordable rental housing

Goal: Assist with rehabilitation of existing owner units

Priority: Conserve the supply of existing owner housing

- Rehabilitation assistance for owner occupied housing

Goal: Homeless prevention via rental assistance

Priority: increase length of stay in rental housing

- Rental assistance for very low income seniors and disabled households through existing program

3. Evaluation of past performance

During the previous Consolidated Plan period, the City utilized its CDBG and HOME funds for a variety of different housing and community development activities including:

Increasing economic opportunities as well as raising the median income for our residents by focusing on the economic development strategies combined with other various programs designed to increase employment opportunities, including job training, such as Bilingual Computer Classes and job search and resume writing assistance through a Workforce Assistance Program.

Developing a coordinated system to support the Senior Transportation priority including the continuation of a comprehensive transportation program for seniors linked to nutrition, social and independent living purposes. The City made significant progress and has meet the target of assisting over 1,000 people per year.

Focusing on neighborhood revitalization through the implementation of comprehensive neighborhood street improvements in targeted low-income areas, specifically those residing in Escondido's 17 organized neighborhood groups.

Providing comprehensive and coordinated activities such as street improvements, Project NEAT, smaller neighborhood beautification projects and community engagement efforts (clean ups and block parties) in areas targeted for revitalization; all focusing on high level of resident involvement.

Continuously developing and supporting of a continuum of care that addresses and assists in preventing homelessness providing 40 beds to approximately 78 homeless individuals per year.

During the first four years of the 2010-2015 Consolidated Plan Period, the City assisted developers in providing 115 new affordable rental units and 10 new affordable ownership units, and assisted 90 households to become first-time homeowners. In addition, using alternative funding the City assisted in rehabilitating 37 owner-occupied single-family residences or mobile homes, and provided rental assistance to 110 very-low income seniors and disabled households.

One of the most significant factors in the provision of affordable housing has been the loss of Redevelopment tax increment funding, a significant funding source, due to the dissolution of redevelopment in California in 2012. The city's capacity to pursue significant affordable housing projects has been limited.

4. Summary of citizen participation process and consultation process

Citizen participation continues to be a priority for the City of Escondido. Citizens are involved in the identification of community needs on an ongoing basis through community meetings, public hearings, notifications and relationships with neighborhood based groups. Community input provides important information on which to base decisions regarding the allocation of federal funds addressed by the Consolidated Plan. The City of Escondido's complete Citizen Participation Plan is included as **Appendix A**.

5. Summary of public comments

A summary of the public comments received is included as **Appendix B**

6. Summary of comments or views not accepted and the reasons for not accepting them

The City Escondido received and accepted all comments and views.

7. Summary

The City of Escondido has made every effort in outreaching to all segments of the community that may benefit from the CDBG and HOME program.



**CITIZEN PARTICIPATION PLAN
FY 2015-2019**

FOR CDBG AND HOME FUNDS

May 2015

City of Escondido
201 North Broadway
Escondido, CA 92025
www.escondido.org

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Citizen Participation Guidelines

Citizen participation is a priority for the City of Escondido. This document outlines the City of Escondido's policies and procedures for soliciting and receiving input in the planning, implementation, and evaluation of the Consolidated Plan, including the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME).

The following plan meets the U.S. Department of Housing and Urban Development's (HUD) standards for:

- Involvement of concerned citizens with emphasis on the involvement of low, very low, and extremely low income residents where housing and community development funds may be spent;
- Access to meetings with timely notification;
- Access to adequate and timely information;
- Citizen ability to submit comments; and
- Continuity of participation throughout all stages of the program.

General Approach to Citizen Participation

The goal of the Consolidated Strategy and Plan is to develop a strategic vision of the community in which decent housing, a suitable living environment, and expanded economic opportunities are available for low, very low, and extremely low income residents. The Consolidated Plan includes housing and non-housing community needs identification. As part of the Consolidated Plan development process, the City encourages maximum citizen participation in order to ensure funds are spent on the priority needs of the residents. Following are the guidelines for citizen participation as they relate to the Consolidated Plan:

1. Involvement of concerned citizens with emphasis on the involvement of low, very low, and extremely low income residents where housing and community development funds may be spent.
 - a) In order to obtain information on community planning and development needs in the City prior to any public meeting, a notice of public hearing shall be published in English and Spanish-language local newspaper. In addition, on an ongoing basis, the City will attempt to involve citizens in the planning process through neighborhood meetings with residents of areas affected by projects and funding, email notices to interested parties and community stakeholders, and public forums.

- b) The notice soliciting comment on expenditure of the annual allocation of funds will include the date, time, and location where the City will inform the general public of the amount of assistance the city expects to receive, the range of activities to be undertaken, the amount that will benefit persons of very low and low income, and the plans to minimize displacement of persons.
- c) Staff will provide technical assistance to encourage citizens and local/regional agencies to participate in the development of the Consolidated Plan. Information from the Comprehensive Housing Affordability Strategy (CHAS) as well as graphic information, including maps, shall be provided and considered in the development of the Consolidated Plan. Staff will make every effort to provide information to public housing agencies and residents of public and assisted housing developments in the process of developing and implementing the consolidated plan.
- d) City staff will explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation and the review of performance reports.

2. Access to meetings with timely notification.

- a) The City shall hold at least one public meeting/hearing during the development stage to obtain citizen input and proposals on housing and non-housing community development needs. All public hearings will be held in a location convenient to potential and actual beneficiaries. The City encourages the participation of non-English-speaking citizens as well as person with disabilities in all aspects of the planning process. Translation is provided at public meetings and hearings upon request and citizens with mobility, visual or hearing impairments are assured access to all public meetings and hearings. Meetings and hearings are held in rooms accessible to persons with disabilities. Translation services will be provided, on request, for citizens with hearing impairments.
- b.) Proposals for federally funded community development and housing projects are accepted year-round from agencies, businesses and individuals in the Escondido community. During the Consolidated Plan period, funding proposals will be reviewed by City staff, including members of the Housing Division and Neighborhood Services Division. All proposals will be reviewed with an intent to minimize displacement of persons. Should displacement be unavoidable, the City will assist any persons displaced as required by federal and state law. Information about possible displacement will be provided in a public forum in a timely manner as required by statutes and regulations regarding relocation.

- c.) City staff shall provide technical assistance and information to the public on the CDBG and HOME application processes, regulations, and requirements as requested. Special focus will be given to low income persons or to groups representative of low, very low, and extremely low income.
 - d.) Proposals to assist the City with implementing each One-Year Action Plan shall be presented and made available for comment at a noticed public hearing.
 - e.) A community wide public notice in English and Spanish-language local newspaper shall be published at least 14 days prior to the public hearing. The agenda of this hearing shall be posted in a readily accessible public place for at least 72 hours prior to the meeting.
 - f.) The City Council shall conduct a public hearing in a location convenient to beneficiaries and at a time a maximum number of residents will be able to attend. An analysis of project proposals shall be discussed at the meeting. All citizen comments will be reviewed as part of the hearing.
3. Access to adequate and timely information.
- a.) A summary of the Proposed One-Year Action Plan will be published in English and Spanish-language local newspaper. Copies of the entire draft Consolidated Plan and One-Year Action Plan will be available for review at City Hall and on the City's Website.
 - b.) Summaries shall describe the contents and purpose of the Consolidated Plan and One-Year Action Plan and will include a list of the locations where copies of the entire plan may be examined. The public will be given at least 30 days to submit oral or written comments on the draft plan.
 - c.) The City Council shall consider and review all public comments and respond as necessary. After approval and response to comments Council will authorize submittal of the Consolidated Plan and One-Year Action Plan to the local area HUD office.
 - d.) Copies of the proposed Consolidated Plan, One-Year Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), HOME Reports, and the Citizen Participation Plan will be on file at City Hall and posted on the City's Web site.
- 4.) Continuity of participation throughout all stages of the program.

- a.) The City will adhere to this Citizen Participation Plan whenever its Consolidated Plan (including the One-Year Action Plan) is amended. Federal regulations require a jurisdiction to amend its final Plan whenever a decision is made to cancel an identified project, to add a project not previously identified or to substantially change the purpose, scope, location or beneficiaries of an identified activity.

The City defines a substantial change to the scope of a project as a change that affects the funding level of more than \$25,000 for projects budgeted at \$100,000 or less, or greater than 25 percent of projects budgeted at more than \$100,000.

- b.) When an amendment is made to a Plan, a public hearing will be conducted. The hearing will be noticed in local English and Spanish. The notice will include an explanation of the change and how it will affect future funding. A 30-day period will be allowed for citizen comment before the change is submitted to the local HUD area office. The revised plan will be available to the public at City Hall and on the City's Website.
- c.) Performance reports The Consolidated Annual Performance and Evaluation Report (CAPER) shall be completed at the end of each fiscal year. The CAPER reviews and reports on the progress the City has made in carrying out the priorities listed in the Consolidated Plan and the actions described in the One-Year Action Plan. The CAPER includes a description of resources made available, the families and persons assisted, the actions taken to further fair housing, and the progress in meeting specific objectives of providing affordable housing. The public is encouraged to participate in the development of the report.
- d.) A notice informing the public that the CAPER is available for comment will be published in local English and Spanish. The City will allow 15 days for public comment before the report is submitted to the local HUD area office. All oral and written comments will be accepted and responded to as indicated by the Citizen Participation Plan. The CAPER will be available at City Hall and on the City's Website.

Response by the City to Complaints

The City recognizes that despite making significant efforts at outreach and providing technical assistance to the community, there may be complaints and/or grievances filed regarding the operation of the City's housing and community development programs. All grievances and complaints related to the Consolidated Plan, amendments to the Plan and the CAPER will be addressed in writing to the Director of Public Works at

Escondido City Hall, 201 North Broadway, Escondido, CA 92025. The City will provide a timely substantive written response within 15 working days.

Access to Records

All information and records related to the Consolidated Plan and the City's use of assistance under the programs covered by the Plan for the preceding five years will be made available to citizens, public agencies, and other interested parties within 15 working days. Records will be available for five years.

Stakeholder Comment Jan. 22

Attendees: Meals on Wheels, North County Assistance League, City of Escondido Recreation, City of Escondido Senior Program, City of Escondido Library, North County Community Services, Habitat for Humanity, City of Escondido Public Works

- More availability of affordable housing
- Increased affordable rental stock
- Emergency shelter overlay adjustments
- HUD should change the market rate formula

Stakeholder Comment Jan. 29

Attendees: Hitzke Development, Education Compact, Urban Housing Communities

- More recreation activities especially right after school
- Mentoring systems
- Easier access to schools
- Churches to play a more active role
- Access to healthy nutrition; high levels of obesity and diabetes in the Mission Park area
- More gender specific activities such as girls club, boys club, etc.
- Access to transportation
- Access to health fruits and vegetables
- Activities to reduce obesity and diabetes in adults and children
- Successful role models for children and teens
- Transportation is a challenge
 - Private vehicles and busses
 - Active Transportation
 - Need to make Creek more viable route
 - Increase education (and access to) bikes and rules of the road
- Easier access to services & Additional information regarding existing services
- Community gardens
- Recreational opportunities
- Mentoring
- More mixed use development (access from residential to commercial, esp grocery stores)

- Affordable housing near schools (rather than TOD)
- Activities for children, extended hours due to parents working – rec programs, especially in long summer months (component of older kids coaching younger kids – providing mentoring and keeping both brackets out of danger)
- Homebuyer preparation
- Additional affordable rental housing
- Concentrating on project which are catalytic – neighborhood improvement

Stakeholder Comment Feb. 20

Attendees: Mental Health Systems, Neighborhood Healthcare, Escondido Unified School District, Goodwill, Escondido Police Department, Compact Education,

- Year round homeless shelters
- Environmental changes that promote safety
 - I.e., more lighting, fencing, use of school facilities to promote after school activities
- Provide more affordable housing; even affordable housing isn't really affordable
- Substance abuse
- Safer Streets/gang intervention
- Access to mental health and psych services; disparity of services and funding for youth with mental problems
- Better education for people living in crime free areas and making sure they know it's a crime free area
- Addiction/facility treatment for youth; no facilities currently for youth in Escondido
- City recreation activities are not affordable
- Need for mentor programs for youth
 - i.e., activities and programs must be age and location appropriate
 - more intermural sports and beginning at the middle school age
- Youth services, programs, and activities are school appropriate meaning that it's important for schools to play an active role
- Kids needs to have the perception of having more choices and opportunities for their future
- Trade school as an option for kids not on the path towards college

- Businesses to bring kids in as interns for job training
- Communication of resources that are already available; most parents don't know that there is support in the community
- Improved cultural competencies
- Community within the community
- DARE program
- Ordinances against signs that promote drugs and illegal activities
- Housing complexes and apartments promoting more kid friendly activity
- Immigration assistance in the community at affordable rate

Attachment B

City of Escondido Proposed FY 2015-2016 CDBG Allocations
Estimated Allocation: \$1,503,249

Administration - 20% cap of allocation (\$300,649 max.)	
CDBG Administration	\$267,104
Fair Housing	\$33,545
Total	\$300,649
Public Service - 15% cap of total available (\$225,487 max.)	
Learn to Swim	\$24,500
Exceptional Promise Scholarship	\$15,000
Senior Transportation	\$24,000
Senior Nutrition	\$45,500
Senior CARE	\$13,000
Bilingual Computer Training	\$8,000
In Home Meal Delivery	\$15,000
Angels Depot	\$15,000
Winter Shelter	\$33,000
Assistance League of North County (NEW)	\$15,000
Total	\$208,000
Unallocated Public Service Funding	\$17,487
Uncapped Capital Improvement & Other Neighborhood Revitalization Activities - (No max.)	
Multi Neighborhood Street Light Project	\$627,113
Code Enforcement	\$60,000
Grants to Blocks	\$150,000
Project Neat	\$50,000
Graffiti Removal	\$90,000
Total	\$977,113

Total CDBG Allocations

\$1,503,249

HOME INVESTMENT PARTNERSHIPS PROGRAM FY 2015

SUMMARY OF HOME FUNDING CATEGORIES

FUNDING CATEGORY	AMOUNT AVAILABLE
2014 Allocation	\$428,180
Interest	12,700
Loan Repayments	<u>150,000</u>
TOTAL AVAILABLE FUNDS	\$590,880
<i>10% of Allocation and Interest</i>	\$ 44,088
<i>10% of Program Income ¹</i>	<u>94,525</u>
City's Administrative Cost	\$138,613
<u>Mandatory</u>	
CHDO Set-Aside <i>(15% of allocation)</i>	\$64,227
Housing Development	\$388,040
TOTAL EXPENDITURES	\$590,880

¹ Generated from Loan Repayments received in the previous fiscal year

RESOLUTION NO. 2015-63

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ADOPTING THE HOME AND CDBG
BUDGETS FOR FISCAL YEAR 2015-2016
AND AUTHORIZING THE COMMUNITY
DEVELOPMENT DIRECTOR, THE PUBLIC
WORKS DIRECTOR, AND THE CITY CLERK
TO EXECUTE AGREEMENTS FOR USE OF
HOME AND COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS

WHEREAS, the City is a recipient of HOME Investment Partnerships Program and Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development; and

WHEREAS, a total of 15% of HOME funds received by the City must be used for the provision of affordable housing by eligible Community Housing Development Organizations ("CHDOs"), 10% of the HOME funds received by the City may be used for administration, and the remaining HOME funds (75%) received by the City may be used for Housing Development; and

WHEREAS, a total of 20% of CDBG funds received may be used for administration, a total of 15% for public service activities and the remaining 65% for uncapped capital improvements; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to adopt both HOME and CDBG budgets for FY 2015-2016, which are attached as Exhibit "A" and Exhibit "B" respectively, and which are incorporated by this reference; and

WHEREAS, the HOME and CDBG budgets reflect the work program for the coming year based on the City's Action Plan for FY 2015-2016, which identifies the goals and priorities, established in the 2015-2019 Consolidated Plan; and

WHEREAS, the HOME budget includes proposed expenditures of the City for the provision of affordable housing and proposed expenditures of CHDOs for the provision of affordable housing; and

WHEREAS, the City Council also desires to authorize City officials, including the Director of Community Development, the Public Works Director, and the City Clerk to execute agreements to provide for the use of HOME and CDBG funds.

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 HOME and CDBG budgets and administration of programs for the period of July 1, 2015, through June 30, 2016 inclusive, contained in the FY 2015-2016 HOME Investment Partnership Program and CDBG Budget Document, attached as Exhibit "A" and Exhibit "B," are hereby adopted.
3. That the Director of Community Development and Director of Public Works are authorized to non-substantial changes to the HOME and or CDBG budget within 25%, whether above or below the projected allocation, may be proportionally dispersed to current distributions.

4. That the Public Works Director and the City Clerk are hereby authorized to execute contracts with specific providers for use of CDBG funds in the amounts, set forth in Exhibits "A" and Exhibit "B" provided such agreements have been approved as to form by the City Attorney and provided such agreements are substantially in the form as that attached as Exhibit "C."

HOME INVESTMENT PARTNERSHIPS PROGRAM FY 2015

SUMMARY OF HOME FUNDING CATEGORIES

FUNDING CATEGORY	AMOUNT AVAILABLE
2014 Allocation	\$428,180
Interest	12,700
Loan Repayments	<u>150,000</u>
TOTAL AVAILABLE FUNDS	\$590,880
<i>10% of Allocation and Interest</i>	\$ 44,088
<i>10% of Program Income</i> ¹	<u>94,525</u>
City's Administrative Cost	\$138,613
<u>Mandatory</u>	
CHDO Set-Aside (15% of allocation)	\$64,227
Housing Development	\$388,040
TOTAL EXPENDITURES	\$590,880

¹ Generated from Loan Repayments received in the previous fiscal year

Exhibit B

City of Escondido Proposed FY 2015-2016 CDBG Allocations
Estimated Allocation: \$1,503,249

Administration - 20% cap of allocation (\$300,649 max.)	
CDBG Administration	\$267,104
Fair Housing	\$33,545
Total	\$300,649
Public Service - 15% cap of total available (\$225,487 max.)	
Learn to Swim	\$24,500
Exceptional Promise Scholarship	\$15,000
Senior Transportation	\$24,000
Senior Nutrition	\$45,500
Senior CARE	\$13,000
Bilingual Computer Training	\$8,000
In Home Meal Delivery	\$15,000
Angels Depot	\$15,000
Winter Shelter	\$33,000
Assistance League of North County (NEW)	\$15,000
Total	\$208,000
Unallocated Public Service Funding	\$17,487
Uncapped Capital Improvement & Other Neighborhood Revitalization Activities - (No max.)	
Multi Neighborhood Street Light Project	\$627,113
Code Enforcement	\$60,000
Grants to Blocks	\$150,000
Project Neat	\$50,000
Graffiti Removal	\$90,000
Total	\$977,113

Total CDBG Allocations

\$1,503,249

Exhibit C

AGREEMENT

BETWEEN THE CITY OF ESCONDIDO AND

XXX

FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

This Agreement, made and entered into by and between the City of Escondido, a municipal corporation of the state of California, hereinafter "CITY," and **XXX**, hereinafter "SUBRECIPIENT."

WITNESSETH:

RECITALS:

1. CITY is recipient of funds from the United States Department of Housing and Urban Development (hereinafter "HUD") pursuant to Title I of the Housing and Community Development Act of 1974 (41 U.S.C. 5301-5320) as amended (hereinafter "ACT").
2. CITY has approved the provision of federal funds under the Act to be used by the SUBRECIPIENT as provided in its "Work Plan," attached hereto as Attachment "A" and as further modified by any negotiated Statement of Work.
3. SUBRECIPIENT represents that it shall perform the work as set forth in the Work Plan and Statement of Work.
4. SUBRECIPIENT warrants that it has the expertise and experience to perform the work set forth in the Work Plan and Statement of Work.
5. SUBRECIPIENT represents that it shall perform the work as set forth in the Work Plan and Statement of Work pursuant to the "Budget," attached hereto as Attachment "B" and incorporated herein by reference.
6. CITY shall provide Community Development Block Grant "CDBG" funds to the SUBRECIPIENT in the amount set forth in the Budget, and pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and based on the mutual covenants below, the parties hereby agree as follows:

1. The term of this Agreement shall be FY 2014-2015 (July 1, 2014 – June 30, 2015).
2. Upon the termination or expiration of the term of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of CDBG funds.

A. SUBRECIPIENT OBLIGATIONS

1. Use of Funds. SUBRECIPIENT agrees to use federal funds provided by CITY to SUBRECIPIENT pursuant to the provisions of this Agreement, the Work Plan and Statement of Work, and Budget for said program. SUBRECIPIENT'S failure to perform as required may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds CITY is otherwise obligated to pay to SUBRECIPIENT under Section B hereof.

SUBRECIPIENT agrees to use said funds to pay for necessary and reasonable costs to operate said program. Said amount shall include wages, administrative costs, employee benefits comparable to other similarly situated employees, and other allowable program costs as detailed in the Budget.

If SUBRECIPIENT uses the federal funds provided by CITY for the purpose of acquisition of real property or to reduce the cost of financing of acquisition of real property, there shall be no alteration of the use of the real property so acquired and no additional encumbrances placed on such property during the period of this agreement without the prior written consent of CITY, which consent shall not be unreasonably withheld.

SUBRECIPIENT shall, upon receipt of such federal funds for the purpose of acquiring or improving real property, cause a Deed of Trust, secured by a Promissory Note, to be executed and recorded, in favor of the CITY, for the amount of the federal funds provided by the CITY.

If SUBRECIPIENT uses federal funds provided by the CITY as set out in the preceding paragraph, and further encumbers the real property acquired without first giving notice to the CITY, and obtaining the CITY's written consent, which consent shall not be unreasonably withheld, such action on the part of the SUBRECIPIENT will be cause for termination or revocation of this Agreement and reversion of assets as delineated in paragraph A.(15.) or collection on any Promissory Note executed in favor of the CITY.

2. Statement of Work. SUBRECIPIENT represents that it will negotiate a Statement of Work in accordance with the Work Plan that will include an accurate schedule for performance and completion of the work. These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.
3. Budget. SUBRECIPIENT represents that the Budget includes only allowable costs and an accurate analysis of costs applicable to CDBG funds pursuant to 24 CFR 570.502, which includes requirements for compliance with the following in addition to other requirements:

- a. If SUBRECIPIENT is a governmental entity, Office of Management and Budget ("OMB") Circular Nos. A-87, A-128 (24 CFR Part 44), and with certain sections of 24 CFR Part 85; or
- b. If SUBRECIPIENT is not a governmental entity, OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and certain Attachments to OMB Circular No. A-110 (A, B, C, F, N, H & O).

These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.

4. Records and Reports. The SUBRECIPIENT shall maintain records and reports as required by Federal Regulation 24 CFR 570.506, 570.503, OMB A-110, and 24 CFR 85.32-34 which may include but are not limited to:

- a. Records.
 - (1) Documentation providing a full description of the activity undertaken.
 - (2) Documentation demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.
 - (3) Documentation of the number, race and income level of persons and/or families participating in or benefiting the SUBRECIPIENT'S program.
 - (4) Documentation of all CDBG funds received from CITY.
 - (5) Documentation of expenses as identified in the Budget.
 - (6) Property and equipment acquisition, management and disposition documentation.
 - (7) Any such other related records as CITY shall require.
- b. Reports.
 - (1) Payment Request/Invoice
 - (2) Quarterly Performance and Demographic Reports
 - (3) Final Evaluation Report
 - (4) Any such other reports as CITY shall reasonably require.

5. Program Income. Transfers of grant funds by the City to the SUBRECIPIENT shall be adjusted according to the principles described in 24 CFR 570.504(b)(2)(i) and (ii), and 24CFR570.504(2)(i). Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall be paid to the CITY as required by Section A-15 of this Agreement and 24 CFR 570.503(b)(8).

6. Uniform Administrative Requirements. The SUBRECIPIENT shall comply with applicable uniform administrative requirements as described in 24 CFR 570.502, OMB Circular A-133 and 24 CFR 570 Subpart K.
7. Separation of Accounts. All funds received by SUBRECIPIENT from City pursuant to this Agreement shall be maintained separate and apart from any other fund of SUBRECIPIENT or of any principal or member of SUBRECIPIENT in an account in a federally insured banking or savings and loan institution. No monies shall be withdrawn from such account except for expenditures authorized by this Agreement.
8. Retention of Records. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of the Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the three (3) years until resolution or disposition of such appeals, litigation claims, or exceptions.
9. Compliance with Applicable Laws. SUBRECIPIENT agrees to comply fully with all applicable federal, state and local laws, ordinances, regulations, and permits including but not limited to federal CDBG financial and contractual procedures, and OMB Circular Nos. A-87, A-122, and A-110 with Attachments A, B, C, F, H, N, and O, as set forth in 24 CFR 570.502(b). Said federal documents are on file in the City of Escondido Community Development Block Grant Division, 201 N. Broadway, Escondido, CA 92025, and are incorporated herein by reference. The SUBRECIPIENT shall secure any new permits required by authorities herein with jurisdiction over the project, and shall maintain all presently required permits. The SUBRECIPIENT shall ensure that the requirements of the California Environmental Quality Act are met for any permits or other entitlements required to carry out the terms of this Agreement.

SUBRECIPIENT agrees to comply fully with all applicable federal, state and local laws, ordinances, regulations, and permits regarding provision of services to non-U.S. citizens.

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the

making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. Affirmative Action Policy.

a. Provision of Program Services.

- (1) SUBRECIPIENT shall not, on the ground of race, color, national origin, sex or disability, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity funded in whole or in part with CDBG funds.
- (2) SUBRECIPIENT shall not, under any program or activity funded in whole or in part with CDBG funds, on the ground of race, color, national origin, sex or disability:
 - (a) Deny any facilities, services, financial aid or other benefits provided under the program or activity.
 - (b) Provide any facilities, services, financial aid or other benefits which are different or are provided in a different form from that provided to others under the program or activity.
 - (c) Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity.
 - (d) Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
 - (e) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity as an employee.

- (f) Deny an opportunity to participate in a program or activity as an employee.
- (3) SUBRECIPIENT may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, sex or disability, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, sex or disability.
- (4) SUBRECIPIENT, in determining the site or location of housing or facilities provided in whole or in part with CDBG funds, may not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the ground of race, color, national origin, sex or disability, or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Civil Rights Act of 1964 and amendments thereto.
- (5)
 - (a) In administering a program or activity funded in whole or in part with CDBG funds regarding which the SUBRECIPIENT has previously discriminated against persons on the ground of race, color, national origin, sex or disability, the SUBRECIPIENT must take affirmative action to overcome the effects of prior discrimination.
 - (b) Even in the absence of such prior discrimination, a SUBRECIPIENT in administering a program or activity funded in whole or in part with CDBG funds should take affirmative action to overcome the effects of conditions which would otherwise result in limiting participation by persons of a particular race, color, national origin, sex or disability, to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which CDBG funding applies, the SUBRECIPIENT has an obligation to take reasonable action to remove or overcome the consequences of the prior discriminatory practice or usage, and to accomplish the purpose of the Civil Rights Act of 1964.
 - (c) A SUBRECIPIENT shall not be prohibited by this part from taking any eligible action to ameliorate any imbalance in services or facilities provided to any geographic area or specific group of

persons within its jurisdiction where the purpose of such action is to overcome prior discriminatory practice or usage.

- (6) Notwithstanding anything to the contrary in Sections A.10.a(1-5), nothing contained herein shall be construed to prohibit any SUBRECIPIENT from maintaining or constructing separate living facilities or rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when institutional or custodial services can properly be performed only by a member of the same sex as the recipients of the services.

b. Employment Discrimination.

- (1) SUBRECIPIENT shall not discriminate against any employee or application for employment because of race, color, religion, sex, national origin, age or disability. SUBRECIPIENT shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.
- (3) SUBRECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contractor understanding, a notice to be provided by CITY'S contracting officers advising the labor union or workers' representative of SUBRECIPIENT'S commitments under Section 202 of Executive Order No. 11246 of September 14, 1965, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) SUBRECIPIENT shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) SUBRECIPIENT shall furnish to the CITY all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the related rules, regulations, and orders.
- (6) In the event of SUBRECIPIENT'S failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, CITY may cancel, terminate, or suspend in whole or in part its performance and SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) SUBRECIPIENT shall include the provisions of Section A.10.B, "Affirmative Action Policy," Paragraphs 1 through 6, in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. SUBRECIPIENT shall take such action with respect to any subcontractor or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.
- (8) SUBRECIPIENT shall not discriminate on the basis of age in violation of any provision of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). SUBRECIPIENT shall also provide ready access to and use of all CDBG fund assisted buildings and programs to qualified persons with disabilities in compliance with the Americans with Disabilities Act of 1990.
- (9) SUBRECIPIENT will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The grantee's policy of maintaining a drug-free workplace.
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement.
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- (e) Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;

OR

2) Requiring such employee to participate satisfactorily in a drug-abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a)-(f).

(h) "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (through a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

"Criminal drug statute" means a federal or nonfederal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

"Employee" means the employee of a SUBRECIPIENT directly engaged in the performance of work under this contract including:

(i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under this contract and who are not on the SUBRECIPIENT'S payroll. This definition does not include workers not on the payroll of the SUBRECIPIENT (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the payroll; or employees of SUBRECIPIENTS or subcontractors in covered workplaces).

- c. Remedies. In the event of SUBRECIPIENT'S failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, the CITY may cancel, terminate, or suspend in whole or in part its performance

and SUBRECIPIENT may be declared ineligible for further government contracts and any such other sanctions as may be imposed and remedies invoked as provided by law.

11. Ineligibility of Subrecipients of Contractors. SUBRECIPIENT shall not use CDBG funds directly or indirectly in its operations or to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status of the SUBRECIPIENT or such contractor under the provisions of 24 CFR Part 24.
12. Conflict of Interest. In the procurement of supplies, equipment, construction and services by SUBRECIPIENT, the conflict of interest provisions in Attachment O of OMB Circular No. A-110 and 24 CFR 570.611 shall apply.
13. Condition for Religious Organization. SUBRECIPIENT shall comply with all applicable conditions prescribed in 24 CFR 570.200(j) and by HUD for the use of CDBG funds by religious organizations if SUBRECIPIENT is a religious organization.
14. Suspension and Termination. In accordance with 24 CFR 85.43, suspension or termination may occur if SUBRECIPIENT materially fails to comply with any term of this Agreement and/or the award, of this Agreement and/or the award may be terminated for convenience in accordance with 24 CFR 85.44.
15. Reversion of Assets. Upon termination or expiration of the term of this Agreement, the SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part with CDBG funds shall either be:
 - a. Used to meet one of the national objectives stated in 24 CFR 570.208 until five (5) years after termination or expiration of this Agreement, or for such longer periods of time as determined to be appropriate by the CITY; or
 - b. Disposed of in a manner that results in the CITY'S being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement to the CITY shall not be required after the period of time specified in Section A.15.a of this Agreement.
16. Independent Contractor. SUBRECIPIENT agrees that the performance of obligations hereunder are rendered in its capacity as an independent contractor and that it is in no way an employee or agent of the CITY.

17. Licensing. SUBRECIPIENT agrees to obtain and maintain all licenses, registrations, accreditations, and inspections from all agencies governing its operations. SUBRECIPIENT shall insure that its staff shall also obtain and maintain all required licenses, registrations, accreditations, and inspections from all agencies governing SUBRECIPIENT'S operations hereunder.
18. Inspection of Records. CITY and the United States government and/or their representatives shall have access for purposes of monitoring, auditing, and examining SUBRECIPIENT'S activities and performance, to books, documents and papers, and the right to examine records of SUBRECIPIENT'S subcontractors, bookkeepers and accountants, employees and participants in regard to said program. CITY and the United States government and/or their representative shall also schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

SUBRECIPIENT agrees to provide notification of any audits or investigations, including copies of results, findings, and/or liens.

In the event SUBRECIPIENT does not make the above-referenced documents available within the City of Escondido, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.
19. Assignability. SUBRECIPIENT shall not assign or transfer any interest in this Agreement, whether by assignment, delegation or novation, without the prior written consent of CITY; provided, however, that claims for money due or to become due to SUBRECIPIENT from CITY under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, without such approval. Any assignment, delegation or novation other than as provided above shall be void and inoperative. Notice of any proper assignment or transfer shall be promptly furnished to CITY.
20. Hold Harmless.
 - a. SUBRECIPIENT shall indemnify and save harmless CITY, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, and

employees from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers' compensation claims, resulting from or arising out of the negligent acts, errors or omissions of SUBRECIPIENT, its employees or subcontractors.

- b. SUBRECIPIENT, shall indemnify and save harmless CITY, its officers, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property, and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, and employees from and against any and all claims, demands, suits, actions or proceedings therefrom, resulting from or arising out of the intentional or malicious acts of SUBRECIPIENT, its employees or subcontractors.

21. Insurance.

- a. The SUBRECIPIENT 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. SUBRECIPIENT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the SUBRECIPIENT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by SUBRECIPIENT _____

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 SUBRECIPIENT'S work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, SUBRECIPIENT 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.

B. CITY OBLIGATIONS

- 1. Payment of Funds. CITY shall pay to SUBRECIPIENT from CDBG funds, when, if and to the extent received from HUD, amounts expended by SUBRECIPIENT in carrying out said program pursuant to this Agreement up to a maximum aggregate payment of \$x,xxx in installments determined by CITY. Payment shall be made to SUBRECIPIENT through the submission of monthly invoices, in a form prescribed by CITY, detailing such expenses. CITY shall pay such invoices within thirty (30) days after receipt thereof, provided CITY is satisfied that such expenses have been incurred within the scope of this Agreement and that SUBRECIPIENT is in compliance with the terms and conditions of this Agreement.
- 2. Audit of Account. CITY shall include an audit of the account maintained by SUBRECIPIENT pursuant to Section A.8 of this Agreement in CITY'S annual audit of all CDBG funds pursuant to federal regulations found in Title 24 of the Code of Federal Regulations and other applicable federal laws and regulations.

C. MISCELLANEOUS PROVISIONS.

1. Termination of Agreement. CITY or SUBRECIPIENT may terminate this Agreement by giving written notice to the other party thirty (30) days prior to the effective date of termination. Additionally, the CITY shall have the right, in accordance with 24 CFR 85.43, to terminate this Agreement immediately or withhold payment of any invoice for failure of the SUBRECIPIENT to comply with the terms and conditions of this Agreement. Should the CITY decide to terminate this Agreement after a full evaluation of all circumstances has been completed, the SUBRECIPIENT shall, upon written request, have the right to an appeal process. A copy of the appeal process will be attached to any termination notice.

If the CITY finds that the SUBRECIPIENT has violated the terms and conditions of this Agreement, the SUBRECIPIENT may be required to:

- a. repay all monies received from the CITY under this Agreement; and/or
- b. transfer possession of all materials and equipment purchased with grant money to the CITY.

In the case of early termination, a final payment may be made to the SUBRECIPIENT upon receipt of a final payment may be made to the SUBRECIPIENT upon receipt of a Final Report and invoices covering eligible costs incurred prior to termination. The total of all payments, including the final payment, shall not exceed the amount specified in this Agreement.

2. Notices. All notices to the parties required by this Agreement shall be in writing and addressed as follows:

TO CITY: City of Escondido
 Neighborhood Services Division
 201 N. Broadway
 Escondido, CA 92025

TO SUBRECIPIENT: **Subrecipient Name**
 Address

3. Exclusivity and Amendment of Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services of SUBRECIPIENT and provision of CDBG funds by CITY and contains all the covenants and agreements between the parties with respect to the conditions of said services and funding in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto

shall be effective unless executed in writing and signed by both CITY and SUBRECIPIENT.

4. Laws Governing This Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state of California, all applicable federal statutes and regulations as amended, and all applicable local laws.
5. Severability. The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provisions of this Agreement.
6. Construction of Agreement. The provisions of this Agreement and its Exhibits shall be construed as a whole. The captions preceding the text of each section are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.
7. E-Verify Participation. CONTRACTOR agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program ("E-Verify") within thirty (30) days of the execution of this Agreement to confirm employment eligibility of all of CONTRACTOR'S potential new hires. CONTRACTOR agrees and understands that E-Verify enrollment requires CONTRACTOR to sign a Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by CONTRACTOR is grounds for DHS' termination of CONTRACTOR'S participation in the E-Verify program. Any such termination by DHS shall constitute grounds for City's immediate termination of this Agreement.

IN WITNESS WHEREOF, CITY and SUBRECIPIENT have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT

By _____ Date: _____
Executive Director

By _____ Date: _____
President of Board of Directors
(above signatures must be notarized)

CITY OF ESCONDIDO

By _____ Date: _____
Edward N. Domingue
Director of Public Works/City Engineer

By _____ Date: _____
Diane Halverson, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
Jeffrey R. Epp, City Attorney

By: _____

RESOLUTION NO. 2015-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE CITY OF ESCONDIDO FY 2015-2019 FIVE-YEAR CONSOLIDATED PLAN, AND THE FY 2015-2016 ONE-YEAR ACTION PLAN FOR CDBG AND HOME FUNDS; AND APPROVING SUBMITTAL TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City is a recipient of HOME Investment Partnerships Program and Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development; and

WHEREAS, the City desires at this time and deems it to be in the best interest to adopt the FY 2015-2019 Five-Year Consolidated Plan and the the FY 2015-2016 One-Year Action Plan for for CDBG and HOME funds;

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

1. That the above recitations are true.
2. The City Council approves the adoption of the FY 2015-2019 Five-Year Consolidated Plan and the FY 2015-2016 One-Year Action Plan for CDBG and HOME funds.
3. The City Council approves the submittal of the FY 2015-2019 Five-Year Consolidated Plan and the FY 2015-2016 One-Year Action Plan to the Department of Housing and Urban Development ("HUD").

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 11

Date: April 22, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services
Joan Ryan, Assistant Director of Finance

SUBJECT: 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

RECOMMENDATION:

It is requested that the City Council take the following actions:

1. Adopt City Resolutions and approve the issuance and sale of three Refunding Bond Issues as follows:
 - a). Adopt Resolution No. 2015-59 approving the issuance and sale of the City of Escondido Refunding Revenue Bonds (Wastewater System) Series 2015A & 2015B (Taxable), in an aggregate principal amount not to exceed \$27,000,000 to refund the Wastewater Revenue Certificates of Participation (COPs), Series 2004A and 2004B (taxable) which refunded the 1996 Wastewater bonds and provided financing for the City's Wastewater System capital improvements.
 - b). Adopt Resolution No. 2015-60 approving the issuance and sale of the City of Escondido General Obligation Refunding Bonds Series 2015, in an aggregate principal amount not to exceed \$77,000,000, to refund the General Obligation Bonds, Election of 2004, Series A (Fire, Police and Emergency Response Measure) which financed the land acquisition, construction and upgrading for City fire stations, an emergency response training center and a combined police and fire headquarters facility.
 - c). Adopt City Resolution No. 2015-61 approving the issuance and sale of Community Facilities District No. 2006-01(Eureka Ranch) Special Tax Refunding Bonds Series 2015, in an aggregate principal amount not to exceed \$16,500,000 to refund the 2006 Special Tax Bonds of the Community Facilities District 2006-01 (Eureka Ranch) which financed the construction and acquisition of various public improvements within the Community Facilities District.

2. Authorize the Mayor, City Manager, City Clerk, Director of Administrative Services and other officers of the City to sign any and all refinancing documents.
3. Authorize the necessary revenue and expenditure budget adjustments for all transactions associated with the issuance of the three Refunding Bond issues.

FISCAL ANALYSIS:

Over the past fiscal year, staff has been working with Bond Counsel and other external consultants to evaluate market conditions and interest rates in an effort to determine possible cost savings to be achieved through the refunding of the above listed outstanding bond issues. The current low interest rate environment and bond redemption provisions provide for refunding opportunities at this time.

The industry standard in evaluating a bond refinancing is to attain a three percent, or higher, savings on a present value basis, including all costs of issuance. Although actual present value savings realized will be determined at the time of each refunding bond sale, estimated present value savings and other summary information is presented in the table below:

Refunded Bond Issue	Refunded Bond Issue Amount	Refunding Bond Issue	Refunding Bond Principal not to exceed	Estimated Present Value Percentage Savings	Estimated Present Value Dollar Savings	Estimated Average Annual Cash flow Savings	Estimated True Interest Cost
City of Escondido Revenue Certificates of Participation (1996 Wastewater Refunding Project) Series 2004A & 2004B (Taxable)	\$28,805,000 \$10,775,000	City of Escondido Refunding Revenue Bonds (Wastewater System) Series 2015A & 2015B (Taxable)	\$27,000,000	11.15%	\$2,898,000	\$555,000	2.60%
City of Escondido General Obligation Bonds, Election of 2004, Series A (Fire, Police and Emergency Response Measure)	\$84,350,000	City of Escondido General Obligation Refunding Bonds Series 2015 (Fire, Police and Emergency Response Measure)	\$77,000,000	9.55%	\$6,894,000	\$437,000	3.55%
Community Facilities District No. 2006-01 of The City of Escondido (Eureka Ranch) Special Tax Bonds Series 2006	\$18,080,000	Community Facilities District No. 2006-01 of The City of Escondido (Eureka Ranch) Special Tax Refunding Bonds Series 2015	\$16,500,000	6.89%	\$1,089,000	\$98,000	4.14%

Net proceeds of the proposed refunding issues will be used to redeem in entirety the applicable outstanding issues, pay all administrative and issuance costs associated with the refunding bonds, and fund any necessary reserves. The proposed refunding transactions will not extend the final maturities on any of the refunded issues. To carry out the refinancing, the City has retained the firms of Stifel, Nicolaus & Company, Incorporated, as Underwriter; and Stradling Yocca Carlson & Rauth, as Bond and Disclosure Counsel.

The following documents, as referred to within the Resolutions 2015-59, 2015-60 and 2015-61, are to be approved:

Bond Indenture. The Bond Indenture documents set forth the bond terms and conditions for the Refunding Revenue Bonds (Wastewater) Series 2015 A & B and for the CFD No. 2006-01(Eureka Ranch) Special Tax Refunding Bonds Series 2015.

Supplement to Resolution 2015-60. The Supplement to Resolution 2015-60 governs the terms and conditions for the issuance of the General Obligation Refunding Bonds Series 2015.

Escrow Agreement. The Escrow Agreement establishes an escrow fund into which moneys sufficient to redeem the Refunded Bonds will be deposited.

Bond Purchase Agreement. The Bond Purchase Agreement provides for the sale of the Refunding Bonds to the Underwriter.

Official Statement. The Official Statement describes the security and discloses potential risks to prospective investors.

Continuing Disclosure Certificate. The Continuing Disclosure Certificate obligates the District to file an annual report which provides ongoing disclosure to investors.

All legal documents associated with the Refunding Bond issues are in substantially final form and on file and available for review with the City Clerk. The above listed documents for each Refunding Bond issue can be viewed in the City's website at the following links:

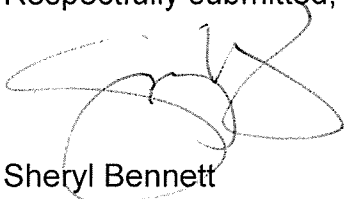
<https://www.escondido.org/2015-wastewater-rev-refunding.aspx>

<https://www.escondido.org/general-obligation-refunding.aspx>

<https://www.escondido.org/-cfid-2006-01-refunding.aspx>

The above referenced documents will be in final form subsequent to the pricing and sale of each of the Refunding Bonds issues.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sheryl Bennett", with a large, stylized flourish extending from the end of the signature.

Sheryl Bennett
Director of Administrative Services

A handwritten signature in black ink, appearing to read "Joan Ryan", with a stylized, cursive script.

Joan Ryan
Assistant Finance Director

RESOLUTION NO. 2015-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$27,000,000 PRINCIPAL AMOUNT OF REFUNDING REVENUE BONDS (WASTEWATER SYSTEM) SERIES 2015 AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH (WASTEWATER SYSTEM)

WHEREAS, the City Council (the "City Council") of the City of Escondido (the "City") has determined to refinance the acquisition of certain local wastewater system collection and treatment improvements (collectively, the "2004 Project"), more particularly described in the 2004A Installment Purchase Agreement and the 2004B Installment Purchase Agreement (each as defined below); and

WHEREAS, the City has previously entered into an Installment Purchase Agreement with the Escondido Joint Powers Financing Authority (the "Authority") dated as of December 1, 2004 (the "2004A Installment Purchase Agreement"), and caused to be executed and delivered certain Revenue Certificates of Participation, (1996 Wastewater Refunding Project) Series 2004A related thereto (the "2004A Certificates") to refinance certain wastewater system capital improvements; and

WHEREAS, the City has previously entered into an Installment Purchase Agreement with the Authority dated as of December 1, 2004 (the "2004B Installment Purchase Agreement"), and caused to be executed and delivered certain Revenue Certificates of Participation, (2004 Wastewater Capital Projects) Series 2004B (Taxable) related thereto (the "2004B Certificates") to finance certain wastewater system capital improvements; and

WHEREAS, in order to accomplish the refinancing of the 2004 Project, the City desires to issue refunding revenue bonds in two series, one series being a tax-exempt series and one series being a federally taxable series (collectively, the "2015 Bonds") pursuant to that certain Indenture of Trust (the "Indenture"), by and between the City and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), the form of which has been presented to this City Council at the meeting at which this Resolution has been adopted; and

WHEREAS, the City's obligation to pay the 2015 Bonds will be payable from Net Revenues of the Wastewater System (as such terms are defined in the Indenture) on a parity with the City's obligations under the Installment Purchase Agreement, dated as of February 1, 2012 (the "2012 Installment Purchase Agreement"), by and between the City and the Authority, and certain other loan obligations; and

WHEREAS, the 2015 Bonds and the City's obligation to make payments thereunder will constitute a parity bond obligation under the 2012 Installment Purchase Agreement; and

WHEREAS, the City will cause the 2004 Project to be refinanced pursuant to the Indenture; and

WHEREAS, the City will provide for prepayment and defeasance of the 2004A Certificates and the 2004B Certificates from the proceeds of the 2015 Bonds and pursuant to the terms of an escrow agreement with the Trustee (the "Escrow Agreement"), the form of which has been presented to this City Council at the meeting at which this Resolution has been adopted; and

WHEREAS, the City Council desires to approve the form of a Bond Purchase Agreement (the "Purchase Contract"), by and between the City and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), pursuant to which the Underwriter will agree to purchase the 2015 Bonds on the terms and conditions set forth therein, the form of which has been presented to this City Council at the meeting at which this Resolution has been adopted; and

WHEREAS, the City Council desires to approve the form of a Continuing Disclosure Certificate of the City, the form of which has been presented to this City Council at the meeting at which this Resolution has been adopted;

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

SECTION 1. The Indenture, which is on file with the City Clerk, and upon execution as authorized below, made a part hereof as though set forth in full herein, is hereby approved. The Mayor, the Vice Mayor, the City Manager, the Director of Administrative Services, the City Clerk or the designee thereof (each, an "Authorized Officer") are hereby authorized and directed to execute and deliver the Indenture with such changes, insertions and omissions as may be recommended by the City Attorney or Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel") and approved by the officers executing the same, said execution being conclusive evidence of such approval.

SECTION 2. The City Council hereby authorizes the issuance, sale and delivery of the 2015 Bonds in an aggregate principal amount not to exceed \$27,000,000 (except

that such amount may be increased with the approval of the Director of Administrative Services to provide for original issue discount to the extent that such original issue discount will result in a lower interest rate or yield to maturity with respect to the 2015 Bonds) in accordance with the terms and provisions of the Indenture. The purposes for which the proceeds of the 2015 Bonds shall be expended are to refinance the 2004 Project, to fund a reserve fund, if required, and to pay the costs of delivery of the 2015 Bonds.

SECTION 3. The Purchase Contract, which is on file with the City Clerk, and upon execution as authorized below, made a part hereof as though set forth in full herein, is hereby approved. The Authorized Officers are hereby authorized and directed to execute and deliver the Purchase Contract with such changes, insertions and omissions as may be recommended by the City Attorney or Bond Counsel and approved by the person executing the same, said execution being conclusive evidence of such approval; provided, however, that in no event shall the aggregate principal amount of the tax-exempt series of 2015 Bonds (the "2015A Bonds") exceed \$19,500,000, nor shall the underwriting discount for the 2015A Bonds exceed 0.5% of the aggregate principal amount of the 2015A Bonds, nor shall the all-in true interest cost of the 2015A Bonds exceed 5.00%; and provided further that in no event shall the aggregate principal amount of the federally taxable series of 2015 Bonds (the "2015B Bonds") exceed \$7,500,000, nor shall the underwriting discount for the 2015B Bonds exceed 0.5% of the aggregate principal amount of the 2015B Bonds, nor shall the all-in true interest cost of the 2015B Bonds exceed 5.00%

SECTION 4. The Escrow Agreement, which is on file with the City Clerk, upon execution as authorized below, made a part hereof as though set forth in full herein, is hereby approved. The Authorized Officers are hereby authorized and directed to execute and deliver the Escrow Agreement with such changes, insertions and omissions as may be recommended by the City Attorney or Bond Counsel and approved by the officers executing the same, said execution being conclusive evidence of such approval.

SECTION 5. The Bank of New York Mellon Trust Company, N.A. is hereby appointed as Trustee on behalf of the owners of the 2015 Bonds, with the duties and powers of such Trustee as set forth in the Indenture.

SECTION 6. The Director of Administrative Services, or the designee thereof, is authorized to reject any terms presented by the Underwriter if determined not to be in the best interest of the City and is further authorized to evaluate whether the purchase of municipal bond insurance or a debt service reserve policy for the 2015 Bonds will result in a net savings to the City and, if so, to arrange for the purchase of such municipal bond insurance or debt service reserve policy.

SECTION 7. The preparation and distribution of the Preliminary Official Statement, which is on file with the City Clerk, is hereby approved. The Authorized Officers are hereby authorized to make such changes, insertions and omissions as may be recommended by the City Attorney or Bond Counsel and to sign a certificate pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 relating to the Preliminary Official Statement. Upon execution of such certificate, the

Underwriter is hereby authorized to distribute copies of said Preliminary Official Statement to persons who may be interested in the initial purchase of the 2015 Bonds. The Authorized Officers are hereby authorized and directed to execute, approve and deliver the Official Statement in the form of the Preliminary Official Statement which, upon execution as authorized below, is made a part hereof as though set forth in full herein, with such changes, insertions and omissions as may be recommended by the City Attorney or Bond Counsel and approved by the officer executing the same, said execution being conclusive evidence of such approval. The Underwriter is directed to deliver copies of any final Official Statement to all actual initial purchasers of the 2015 Bonds.

SECTION 8. The Continuing Disclosure Certificate of the City, which is on file with the City Clerk, and upon execution as authorized below, made a part hereof as though set forth in full herein, be and the same is hereby approved. The Authorized Officers are hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate with such changes, insertions and omissions as may be recommended by the City Attorney or Bond Counsel and approved by the person executing the same, said execution being conclusive evidence of such approval.

SECTION 9. The Authorized Officers and all other officers of the City are hereby authorized, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary and advisable in order to consummate the sale and delivery of the 2015 Bonds and otherwise effectuate the purposes of this Resolution, and such actions previously taken by such officers are hereby ratified and confirmed. Each of the above-referenced officials is hereby

authorized to solicit bids from municipal bond insurers, to select an insurer to provide municipal bond insurance with respect to the 2015 Bonds and a debt service reserve policy, if applicable, and to execute and negotiate any agreements necessary in connection with the procurement of such municipal bond insurance or debt service reserve policy, provided that such municipal bond insurance provide debt service savings or other benefits to the proposed transaction, as determined by the City. The City's execution of an insurance commitment shall be conclusive evidence of such determination. Each of the above-referenced officers is hereby authorized to direct Bond Counsel and/or the City Attorney to make any necessary revisions to the legal documents to effectuate the procurement of municipal bond insurance and/or a debt service reserve fund policy. In the event that the Mayor is unavailable or unable to execute and deliver any of the above-referenced documents, any other member of the City Council may validly execute and deliver such document, and, in the event that the City Clerk is unavailable or unable to execute and deliver any of the above-referenced documents, any deputy clerk may validly execute and deliver such document in her place. Expenditures of net proceeds of the 2015 Bonds to refinance the 2004 Project shall be subject to compliance by the City with all legal and other conditions precedent thereto.

Section 10. This Resolution shall take effect from and after its date of adoption.

RESOLUTION NUMBER 2015-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO PROVIDING FOR THE ISSUANCE OF ITS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015 (FIRE, POLICE, AND EMERGENCY RESPONSE MEASURE) IN THE PRINCIPAL AMOUNT NOT TO EXCEED SEVENTY SEVEN MILLION DOLLARS (\$77,000,000)

WHEREAS, pursuant to the provisions of Chapter 4 of Division 4 of Title 4 of the California Government Code (Sections 43600 et seq.), as amended (the "Law"), and pursuant to Ordinance No. 2004-16 adopted by the City Council of the City of Escondido on July 21, 2004 (the "Ordinance") and Resolution No. 2004-16 adopted by the City Council of the City on July 21, 2004, a special election was duly and regularly held on the 2nd day of November, 2004, in that territory included within the boundaries of the City (the "Election") at which Election there was submitted to the qualified voters of said City the following:

PROPOSITION P:

Fire, Police, Paramedic 911 Emergency Response Measure.

To improve fire and police response times, better coordinate emergency/disaster response and public communication, and improve paramedic response, gang/drug enforcement and prevention, shall the City of Escondido construct, upgrade and acquire land for fire stations, including emergency response training centers and combined Police/Fire Headquarters, by issuing bonds up to \$84,350,000, at legal rates, with citizens' oversight, independent audits, and no money for administrator's salaries.

WHEREAS, two-thirds or more of the votes cast at the Election were in favor of and assented to the incurring of such indebtedness, and all the requirements of the

Constitution and laws of the State of California have been complied with in the holding of the Election; and

WHEREAS, the City previously issued pursuant to the authorization of the Election and the Law \$84,350,000 original principal and denominational amount of City of Escondido General Obligation Bonds, Election of 2004, Series A (Fire, Police and Emergency Response Measure) (the "Prior Bonds") payable from the levy of an ad valorem tax against the taxable property in the City; and

WHEREAS, pursuant to Section 53550 of the Government Code of the State of California, the City is authorized to issue refunding bonds to refund all or a portion of the Prior Bonds (the "Refunded Bonds"); and

WHEREAS, in accordance with the Election, the Ordinance, the Law and Articles 9 and 11, Chapter 3, Part 1 of Division 2 of the California Government Code (commencing with Sections 53550 and 53580, respectively) (the "Bond Law"), the City now desires to issue not to exceed \$77,000,000 in refunding bonds to refinance the Refunded Bonds and to sell such Bonds at negotiated sale to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") in accordance with the Bond Law; and

WHEREAS, it is found and determined by this City Council that the best interests of the City would be served by proceeding according to the provisions of the Law and the Bond Law to issue the General Obligation Refunding Bonds, Series 2015 (Fire, Police and Emergency Response Measure) (the "Bonds") to refund the Refunded Bonds; and

WHEREAS, the City Council has determined that The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent") shall act as the initial paying agent and registrar for the Bonds subsequent to the adoption of this Resolution and as custodian under the Cost of Issuance Custodian Agreement related hereto; and

WHEREAS, in order to effect the issuance of the Bonds, the City Council desires to approve the form of a preliminary official statement for the Bonds and to approve the form of and authorize the execution and delivery of a Continuing Disclosure Certificate with respect to the Bonds, the forms of which are on file with the City Clerk and presented at this meeting; and

WHEREAS, in order to provide for the prepayment and defeasance of the Refunded Bonds, the City Council desires to approve the form of and authorize the execution and delivery of an Escrow Agreement by and between the Paying Agent, acting as escrow agent with respect to the Refunded Bonds, the form of which is on file with the City Clerk and presented at this meeting; and

NOW, THEREFORE, the City Council of the City of Escondido, California, DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

SECTION 1. Each of the above recitals is true and correct.

SECTION 2. The issuance of the Bonds in a principal amount not to exceed \$77,000,000 is hereby approved and such Bonds shall mature on the dates and pay interest at the rates set forth in and all other provisions of the Bonds shall be governed by the terms and conditions of a Supplement to this Resolution to be executed by the

Mayor of the City, the City Manager, the Director of Administrative Services, or their written designee (each an "Authorized Officer" and collectively, the "Authorized Officers"), which Supplement to Resolution is hereby approved in substantially the form attached hereto as Exhibit "A" (the "Supplement to Resolution") and incorporated by this reference, together with such additions thereto and changes therein as Bond Counsel and the Authorized Officers deem necessary. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Supplement to Resolution by an Authorized Officer. The covenants set forth in the Supplement to Resolution are hereby approved, shall be deemed covenants of the City Council and shall be complied with by the City and its officers. The Supplement to Resolution shall constitute a contract between the City and the Owners of the Bonds.

SECTION 3. The preliminary official statement (the "Preliminary Official Statement") presented to this City Council is approved in substantially the form presented. The City Manager is authorized to make such changes in and additions to the Preliminary Official Statement prior to mailing as may be approved by the City Manager or the Director of Administrative Services, or their written designees; and each of the City Manager, the Director of Administrative Services and their written designees is hereby authorized and directed to deem such form, as modified, "final," except for information relating to the offering prices, interest rates, selling compensation, rating and other terms of the Bonds depending on such matters. The execution of the official statement by the Mayor or the City Manager and the printing and distribution thereof (in both preliminary and final forms) in connection with the sale of the Bonds, with such

changes as are approved or required as set forth above, are hereby authorized and approved.

SECTION 4. The form of the Continuing Disclosure Certificate to be executed by the City (the "Continuing Disclosure Certificate"), presented to this City Council is approved in substantially the form presented. Each of the Authorized Officers is hereby authorized and directed, for and in the name and on behalf of the City, to execute the Continuing Disclosure Certificate in substantially said form, with such changes therein as such Authorized Officers executing such document may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 5. Pursuant to Government Code Section 53583(c)(1) the Bonds shall be sold at a negotiated sale to the Underwriter upon the direction of the City Manager. The Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 6. The form of the Bond Purchase Contract (the "Purchase Contract") by and between the City and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), substantially in the form on file with the City Clerk is hereby approved, and each of the City Manager, the Director of Administrative Services and the Mayor, or the written designee of each (each an "Authorized Officer" and, collectively, the "Authorized Officers"), acting alone, is hereby authorized and requested to execute and deliver such Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the Purchase Contract may approve, such approval to be conclusively evidenced by the execution and delivery

thereof; provided, however, that the Underwriter's discount, excluding original issue discount or premium on the Bonds, shall not exceed 0.35% of the aggregate of principal amount of Bonds issued and the Bonds shall be issued only if the total net interest cost to maturity on the Bonds plus the principal amount of the Bonds does not exceed the total net interest cost to maturity plus the principal amount of the Prior Bonds being refunded. Each Authorized Officer is further authorized to determine the specific maturities of Prior Bonds to be refunded, the principal amount of the Bonds to be sold pursuant to the Purchase Contract, up to the principal amount described in Section 2 hereof, and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 7. The form of the Escrow Agreement to be executed by the City presented to this City Council is approved in substantially the form presented. Each of the Authorized Officers is hereby authorized and directed, for and in the name and on behalf of the City, to execute the Escrow Agreement in substantially said form, with such changes therein as such Authorized Officers executing such document may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 8. The Authorized Officers are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which each may deem necessary or advisable in order to consummate the sale, execution and delivery of the Bonds and the refinancing of the Refunded Bonds and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution and the Supplement to Resolution thereto, the Bonds, the Continuing

Disclosure Certificate, the Escrow Agreement, Bond Purchase Contract, the Preliminary Official Statement, and the Official Statement. Each of the Authorized Officers, acting alone, is hereby authorized to enter into negotiations to procure bond insurance for the Refunding Bonds and to purchase bond insurance if it will result in net debt service savings to the City; in such event the Supplement to Resolution, Purchase Contract, Preliminary Official Statement and other documents approved by this Resolution shall be modified to reflect the terms, conditions and provisions of such bond insurance. Such actions heretofore taken by such officers or designees are hereby ratified, confirmed and approved.

SECTION 9. The City Clerk shall certify to the adoption of this Resolution, and thenceforth and thereafter the same shall be in full force and effect.

SUPPLEMENT TO RESOLUTION NO. 2015-60

**GOVERNING TERMS OF THE \$[BOND AMOUNT] CITY OF
ESCONDIDO GENERAL OBLIGATION REFUNDING
BONDS, SERIES 2015 (FIRE, POLICE AND EMERGENCY
RESPONSE MEASURE)**

DATED AS OF JUNE 1, 2015

SUPPLEMENT TO RESOLUTION NO. 2015-60

THIS SUPPLEMENT TO RESOLUTION NO. 2015-60 executed as of this 1st day of June, 2015 governs the terms of the City of Escondido General Obligation Refunding Bonds, Series 2015 (Fire, Police and Emergency Response Measure).

RECITALS:

WHEREAS, pursuant to the provisions of the Chapter 4 of Division 4 of Title 4 of the California Government Code (Sections 43600 *et seq.*), as amended (the "Law"), and pursuant to Ordinance No. 2004-16 adopted by the City Council of the City of Escondido on July 21, 2004 (the "Ordinance") and Resolution 2004-173 adopted by the City Council of the City on July 14, 2004, a special election was duly and regularly held on the 2nd day of November 2004, in that territory included within the boundaries of the City (the "Election") at which Election there was submitted to the qualified voters of said city the following:

PROPOSITION P:

Fire, Police, Paramedic 911 Emergency Response Measure. To improve fire and police response times, better coordinate emergency/disaster response and public communication, and improve paramedic response, gang/drug enforcement and prevention, shall the City of Escondido construct, upgrade and acquire land for fire stations, including emergency response training centers and combined Police/Fire Headquarters, by issuing bonds up to \$84,350,000, at legal rates, with citizens' oversight, independent audits, and no money for administrator's salaries?

; and

WHEREAS, two-thirds or more of the votes cast at the Election were in favor of and assented to the incurring of such indebtedness for the stated purpose (the "Project"), and all the requirements of the Constitution and laws of the State of California have been complied with in the holding of the Election; and

WHEREAS, the City previously issued pursuant to the authorization of the Election and the Law \$84,350,000 original principal and denominational amount of City of Escondido General Obligation Bonds, Election of 2004, Series A (Fire, Police and Emergency Response Measure) (the "Prior Bonds") payable from the levy of an *ad valorem* tax against the taxable property in the City; and

WHEREAS, pursuant to Section 53550 of the Government Code of the State of California, the City is authorized to issue refunding bonds to refund all or a portion of the Prior Bonds (the "Refunded Bonds"); and

WHEREAS, in accordance with the Election, the Ordinance, the Law and Articles 9 and 11, Chapter 3, Part 1 of Division 2 of the California Government Code (commencing with Sections 53550 and 53580, respectively) (the "Bond Law"), the City now desires to issue \$[Bond Amount] in refunding bonds to refinance the Refunded Bonds; and

WHEREAS, it is found and determined by this City Council that the best interests of the City would be served by proceeding according to the provisions of the Bond Law to authorize the issuance of the General Obligation Refunding Bonds, Series 2015 (Fire, Police and Emergency Response Measure) (the "Bonds") to refund the Refunded Bonds; and

WHEREAS, the City Council has determined that The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent") shall act as the initial paying agent and registrar for the Bonds subsequent to the adoption of this Resolution and as custodian under the Cost of Issuance Custodian Agreement related hereto; and

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the General Obligation Refunding Bonds, Series 2015 (Fire, Police and Emergency Response Measure) (the "Series 2015 Bonds" or the "Bonds") are to be issued, the City Council does hereby covenant and agree, for the benefit of the Owners of the Series 2015 Bonds, as follows:

SECTION 1. *Definitions.* Unless the context clearly otherwise requires the following terms or as defined in the recitals hereof shall have the respective meanings ascribed to them in this Section 1:

Auditor. The term “Auditor” means the County Auditor-Controller of the County of San Diego, California, being the Auditor-Controller of such County.

Authorized Investments. The term “Authorized Investments” means any investment permitted by law to be made with any moneys belonging to or in the custody of the City and by any policy guidelines promulgated by the City; including:

1. Generally approved qualifying investment instruments:
 - a. Obligations of the U.S. Government, its agencies, and instrumentalities.
 - b. Certificates of deposit with banks and savings and loans doing business in the State of California.
 - c. Prime Banker’s Acceptances.
 - d. Prime Commercial Paper.
 - e. Repurchase Agreements and Money Market Funds whose underlying collateral consists of the foregoing.
 - f. San Diego County’s Investment Pool for local agencies, which includes the purchase of Reverse Repurchase Agreements.
 - g. Pools and other investment structures incorporating investments listed in a through e.
2. Generally approved qualifying investment instruments for City funds, as further limited by the investment policy:

- a. United States Treasury Bills, Bonds, and Notes, or those for which the full faith and credit of the United States are pledged for payment of principal and interest.
- b. Obligations issued by the United States Government Agencies such as the Government National Mortgage Association (GNMA), Federal Farm Credit Bank System (FFCB), the Federal Home Loan Bank Board (FHLB), the Federal Home Loan Mortgage Corporation (FHLMC), Fannie Mae, and the Student Loan Marketing Association (SLMA).
- c. Bills of exchange or time drafts drawn on and accepted by a commercial bank otherwise known as banker's acceptances. Purchases of banker's acceptances may not exceed 180 days to maturity.
- d. Commercial paper ranked P1 by Moody's Investor Services and A1 by Standard and Poor's, and issued by a domestic corporation having assets in excess of \$500 million and having an A or better rating on its long-term debentures as provided by Moody's or Standard and Poor's.
- e. Local Agency Investment Fund. The City may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer for the benefit of local agencies up to the maximum amount permitted by State law.
- f. Money market funds rated in the highest category of Moody's or Standard and Poor's, or administered by a domestic bank with long-

term debt rated in one of the top two categories of Moody's or Standard and Poor's.

Authorized Representative of the City. The term "Authorized Representative of the City" means the Mayor, the City Manager, the Director of Administrative Services or any other person or persons designated by any of them in a written certificate or by the City Council of the City and authorized to act on behalf of the City by a written certificate signed on behalf of the City by the Mayor of the City and containing the specimen signature of each such person.

Bond Counsel. The term "Bond Counsel" means an attorney or firm of attorneys of whose opinions are nationally accepted in matters pertaining to the tax-exempt status of interest on bonds issued by states and their political subdivisions.

Bonds or Series 2015 Bonds. The term "Bonds" or "Series 2015 Bonds" means the \$[Bond Amount] City of Escondido General Obligation Refunding Bonds, Series 2015 (Fire, Police and Emergency Response Measure).

Closing Date. The term "Closing Date" is the date the bonds are delivered to the initial purchaser thereof.

Code. The term "Code" means the Internal Revenue Code of 1986, as amended, and any regulations, rulings, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or Internal Revenue Service interpreting and construing it.

Computation Year. The term "Computation Year" means, with respect to the Bonds, the period beginning on the Delivery Date and ending on September 1, 2015 and each 12-month period ending on September 1 thereafter until there are no longer any Bonds outstanding, or such other computation year as may be established pursuant to the Tax Certificate.

Costs of Issuance. The term "Costs of Issuance" means all of the costs authorized to be paid from the proceeds of the Refunding Bonds set forth in Section 53550(e) and (f) and Section 53587 of the Government Code, including, but not limited to, all printing and document preparation

expenses in connection with this Resolution, the Bonds and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; financial advisory fees, if any; bond counsel fees; underwriter's fees; rating agency fees; auditor's fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent and Cost of Issuance Custodian; other fees for professional consulting services, fees for credit enhancement relating to the Bonds, if any; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the City.

Costs of Issuance Fund. The term "Costs of Issuance Fund" means the fund of that name established under the Bond Law and Section 11 hereof.

Debt Service Fund. The term "Debt Service Fund" means the fund of that name established under the Law and Section 13 hereof.

Depository. The term "Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under this Indenture.

Depository System Participant. The term "Depository System Participant" means any participant in the Depository's book-entry system.

Director of Administrative Services. The term "Director of Administrative Services" means the person responsible for the financial affairs of the City, appointed by the City Manager from time to time; as of the date of this Resolution, such person is the Director of Administrative Services of the City.

DTC. The term "DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

Escrow Agreement. The term "Escrow Agreement" means the Escrow Agreement relating to the Refunded Bonds by and between the City and The Bank of New York Mellon Trust Company, N.A., or any other successor thereto, as escrow agent.

Federal Securities. Means direct or indirect noncallable obligations of, or noncallable, nonrepayable obligations unconditionally guaranteed as to full and timely payment of principal and interest by, the United States of America, but excluding investments in mutual funds or unit investment trusts.

Interest Payment Date. The term “Interest Payment Date” means each September 1 and March 1, commencing September 1, 2015.

Owner. The term “Owners” or “Bond Owner” or any similar term, when used with respect to the Bonds, means any person in whose name a Bond is registered in the books of registration maintained by the Paying Agent.

Participants. The term “Participants” means those broker-dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository.

Paying Agent. The term “Paying Agent” means that entity so designated from time to time by the City Council of the City to serve as, paying agent, transfer agent and registrar for the Bonds. The initial Paying Agent shall be The Bank of New York Mellon Trust Company, N.A.

Rebate Regulations. The term “Rebate Regulations” means the Treasury Regulations issued under Section 148(f) of the Code.

Record Date. The term “Record Date” shall mean the fifteenth day of the month preceding an Interest Payment Date.

Resolution. The term “this Resolution” shall mean, collectively, Resolution No. _____ of the City Council, together with this Supplement to Resolution.

Tax Certificate. The term “Tax Certificate” shall mean that certain certificate of such name executed by the City on the Closing Date to establish certain facts and expectations and which contains certain covenants relevant to compliance with the Code.

Treasurer. The term “Treasurer” means the City Treasurer of the City.

SECTION 2. *Authorization to Issue.* Bonds of the City in the sum of \$[Bond Amount] shall be issued for the purpose of refunding the Refunded Bonds, which were issued for the purpose stated in the proposition set out in the recitals hereof. Said Bonds are further issued pursuant to the provisions of the Bond Law and, to the extent applicable, the Law. Said Bonds shall be designated the “City of Escondido General Obligation Refunding Bonds, Series 2015 (Fire, Police and Emergency Response Measure).” The Series 2015 Bonds shall be issued in the form of fully registered bonds in the denomination of \$5,000 each or any whole multiple thereof and shall mature on the dates and in the amounts, and shall bear interest at the rates, per annum, for each of the years as follows:

<i>Year</i> <i>(September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>
[2015]		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

The Bonds shall bear interest at the rates set forth above, from the Closing Date, payable on September 1, [2015] and thereafter semiannually on each March 1 and September 1. Each Bond shall bear interest until its principal sum has been paid; provided, however, that if funds are available

for the payment thereof on such Bond's applicable maturity date in full accordance with the terms of this Resolution, such Bond shall then cease to bear interest. Interest on the Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The Bonds shall be numbered No. 1 and sequentially upwards and shall be dated the Closing Date, except that Bonds issued upon exchanges and transfers of other Bonds shall be dated so that no gain or loss of interest shall result from the exchange or transfer. Interest on each Bond shall be paid by the Paying Agent by check mailed by first class mail, postage prepaid, on the Interest Payment Date to the Owner as his/her name and address appear on the register kept by the Paying Agent at the close of business on the applicable Record Date. At the request of any owner of at least \$1,000,000 in aggregate principal amount of Bonds, interest on the Bonds will be paid by wire transfer in immediately available funds if such request is made at least fifteen days before the Record Date for such payment, any such designation to remain in effect until withdrawn. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication with respect to which interest has been paid or provided for (unless (i) the date of authentication is prior to the first Record Date, in which event from the Closing Date, (ii) the date of authentication is after a Record Date and before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated as of an Interest Payment Date, in which event it shall bear interest from such date) until the principal hereof shall have been paid.

\$_____ of proceeds of the Bonds (comprising \$[Bond Amount] aggregate principal amount, plus \$_____ in net original issue premium, less \$_____ of underwriter's discount) shall be disbursed, as follows:

\$_____ to the Costs of Issuance Fund to be applied to pay Costs of Issuance in accordance with Section 11

\$_____ to the Escrow Fund established pursuant to the Escrow Agreement for the

defeasance and prepayment of the
Refunded Bonds

\$ _____ TOTAL

The amount designated above for transfer to the Escrow Fund is hereby determined to be that amount necessary to purchase the Federal Securities sufficient to refund the Refunded Bonds.

SECTION 3. *Place of Payment.* The Bonds shall be payable in lawful money of the United States of America and principal of the Bonds shall be payable upon surrender thereof at the principal corporate trust office of the Paying Agent in Los Angeles, California.

SECTION 4. *Paying Agent.* The initial Paying Agent for the Bonds shall be The Bank of New York Mellon Trust Company, N.A. The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' written notice to the City. The Paying Agent may be removed at any time by an instrument filed with such Paying Agent and signed by the City. A successor Paying Agent shall be appointed by the City and shall be a bank or trust company organized under the laws of any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least \$75,000,000 and doing business in the State and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Such Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the City a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or, if there is no successor, to the Director of Administrative Services. In the event that for any reason there shall be a vacancy in the office of the Paying Agent, the Director of Administrative Services shall act as such

Paying Agent. The City shall cause the new Paying Agent appointed to replace any resigned or removed Paying Agent to mail notice of its appointment and the address of its principal office to all registered Owners.

SECTION 5. *Form of Bonds.* The Bonds shall be substantially in the form attached hereto as Exhibit "A." Such form is hereby approved and adopted as the form of the Bonds and of the redemption, exchange, registration and assignment provisions pertaining to them, with necessary or appropriate variations, omissions, and insertions, as permitted or required by this Resolution.

Any Bonds issued pursuant to this Resolution may be initially issued in temporary form exchangeable for definitive Bonds when the same are ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, shall be in fully registered form and may contain references to any of the provisions of this Resolution as may be appropriate. Every temporary Bond shall be executed by the City and be authenticated by the Paying Agent upon the same conditions and in substantially the same form and manner as the definitive fully registered bonds. If the City issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and, thereupon, the temporary Bonds shall be surrendered for cancellation at the principal office of the Paying Agent in Los Angeles, California, or at such other place in California as the City may approve. The Paying Agent shall deliver in exchange for the surrendered temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations of this same issue. Until exchanged, the temporary Bonds shall be entitled to the same benefits under this Resolution as definitive Bonds of this same issue.

SECTION 6. *Execution and Authentication of the Bonds.* The Bonds shall be signed on behalf of the City by its Mayor and by its Treasurer by facsimile signatures and by its City Clerk, or authorized Deputy City Clerk, by facsimile signature. The foregoing officers are hereby authorized and directed to sign the Bonds in accordance with this Section 6. If any City officer whose facsimile

signature appears on the Bonds ceases to be an officer before delivery of the Bonds, his or her signature is as effective as if he or she had remained in office.

The Paying Agent shall authenticate the Bonds on registration and/or exchange to effectuate the registration and exchange provisions set forth in Section 7 below; and only those Bonds that have endorsed on them a certificate of authentication, substantially in the form set forth in the form of Bond, duly executed by the Paying Agent, shall be entitled to any rights, benefits or security under this Resolution. No Bond shall be valid or obligatory for any purpose unless and until the certificate of authentication thereon has been duly executed by the Paying Agent. The certificate of the Paying Agent upon any Bond shall be conclusive and the only evidence required that the Bond has been duly authenticated and delivered under this Resolution. The Paying Agent's certificate of authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds that may be issued hereunder.

SECTION 7. *Registration, Transfers and Exchanges.* Any Bond may, in accordance with its terms, be transferred, upon the registration books required to be kept by the Paying Agent, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such fully registered Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

Whenever any Bond or Bonds shall be surrendered for transfer, the Paying Agent shall authenticate and deliver a new Bond or Bonds of the same series and maturity, for the like aggregate principal amount of Bond or Bonds surrendered.

Bonds may be exchanged at the principal corporate trust office of the Paying Agent in Los Angeles, California, for a like aggregate principal amount of Bonds of other authorized denominations of the same series and maturity.

The person, firm or corporation requesting the transfer or exchange shall pay any costs or charges in connection with the transfer or exchange as are established by the Paying Agent, in addition to paying any tax or governmental charge that may be imposed in connection with the transfer or exchange. The Paying Agent shall not be required, however, to register a transfer or make an exchange of any Bond (i) during the 15 days before the selection of Bonds for redemption, or (ii) if such Bond has been called for redemption in whole or in part.

SECTION 8. *Registration Books.* The Paying Agent will keep at its principal corporate trust office in Los Angeles, California, or at such other place as the City may approve, sufficient books for the registration and transfer of the Bonds. The books shall at all times be open to inspection by the City; and, upon presentation for such purpose, the Paying Agent shall under such reasonable regulations as it may prescribe, register or transfer, or cause to be registered or transferred, on the register, the Bonds as hereinbefore provided.

SECTION 9. *Book-Entry Only System.* DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein with a separate fully registered certificate (in print or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Paying Agent for the Bonds in the name of Cede & Co., as nominee of DTC or such nominee as DTC shall appoint in writing.

The representatives of the City and the Paying Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Resolution to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, neither the City nor the Paying Agent shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository

from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, neither the City nor the Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds; except that so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, anyone representing themselves to be the Beneficial Owner of \$1,000,000 or more in aggregate principal amount of Bonds who has filed a written request with the Paying Agent to receive notices, containing such Beneficial Owner's name and address, shall be provided with all notices relating to such Bonds by the Paying Agent.

Except as set forth above, the Paying Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of prepayment and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Paying Agent shall pay all principal of and interest on the Bonds only to or upon the order of the Owners as shown on the Bond Register, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions hereof, references to "Cede & Co." in this Section 9 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Paying Agent during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the City shall mail notice of such termination to the Paying Agent.

Upon the termination of the services of DTC, as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Paying Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 7.

SECTION 10. Redemption.

(a) Optional Redemption. The Bonds maturing on or after September 1, 2026 are subject, at the option of the City, to redemption prior to their stated maturities in whole or in part on any date commencing September 1, 2025, selected among maturities, if in part as nearly as practicable on a pro-rata basis, and by lot within a maturity, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium.

(b) Mandatory Sinking Fund Redemption. No Bonds are subject to mandatory sinking fund redemption prior to maturity.

(c) Selection of Bonds for Redemption. If less than all of the Bonds outstanding are to be redeemed, the portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and, in selecting portions of such Bond for redemption, the Paying Agent shall treat each such Bond as representing that number of Bonds of \$5,000 denominations which is obtained by dividing the principal amount of such Bond to be redeemed in part by \$5,000. The Paying Agent shall promptly notify the City in writing of the Bonds, or portions thereof, selected for redemption.

(d) Notice of Redemption. The Paying Agent shall further provide written notice to Bond Owners of all Bonds to be redeemed pursuant to this section by first class mail within sixty (60) days, but in no event later than thirty (30) days prior to the date of such redemption. The date on which the Bonds which are called for redemption are to be presented for redemption is herein sometimes called the "redemption date." The notice of redemption shall (a) state the redemption date; (b) state the redemption price; (c) state the dates of maturity of the Bonds and, if less than all of any such maturity is called for redemption the distinctive numbers of the Bonds of such maturity to be redeemed, and in the case of Bonds redeemed in part only, the respective portions of the principal amount thereof, to be redeemed; (d) state the CUSIP number, if any, of each Bond to be redeemed; (e) subject to subsection (e) of this section, give notice that further interest on such Bonds will not accrue after the designated redemption date; and (f) any other descriptive information regarding the Bonds needed to identify accurately the Bonds being redeemed. The actual receipt by the Owner of notice of such redemption shall not be a condition precedent to redemption, and failure to receive such notice shall not affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest on the date fixed for redemption.

At least twenty-five (25) days before the redemption date, notice shall also be given by (i) registered or certified mail, postage prepaid, (ii) confirmed facsimile transmission or (iii) overnight delivery service, to The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 11530, Facsimile transmission: (516) 227-4039, (516) 227-4190 and in accordance with then current guidelines of the Securities and Exchange Commission, to any other firm or service regularly providing information with respect to the redemption of Bonds designated to the Paying Agent by the City.

(e) Conditional Notice of Optional Redemption of Bonds. With respect to the optional redemption of Bonds pursuant to the foregoing subsection (a), at the direction of the City filed with the Paying Agent, the notice of such redemption shall state that such redemption is conditioned upon the receipt by the Paying Agent on or before the date fixed for such redemption of sufficient funds for such purpose from any issue of refunding bonds. In the event that sufficient funds shall not have been deposited with the Paying Agent on or before the date fixed for redemption, the Paying Agent shall promptly notify the Owners of the Bonds by telephone, facsimile transmission or other form of telecommunication, promptly confirmed in writing; and thereupon such redemption and the notice thereof shall be deemed to be canceled and rescinded.

(f) Effect of Redemption. When notice of redemption has been given, substantially as provided for herein, and when the amount necessary for the redemption of the Bonds called for redemption (principal and premium, if any) is set aside for that purpose in the Debt Service Fund, as provided for herein, the Bonds designated for redemption shall become due and payable on the date fixed for redemption thereof, and upon presentation and surrender of said Bonds at the place specified in the notice of redemption, such Bonds shall be redeemed and paid at said redemption price out of said Debt Service Fund, and no interest will accrue on such Bonds called for redemption after the redemption date specified in such notice and the owners of the Bonds so called for redemption after such redemption date shall look only to the funds held for such purpose in the Debt

Service Fund (or held for such specific purpose in the Bond Fund held by the Paying Agent). All Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued. The City shall establish a separate account in the Debt Service Fund to hold funds available for payment of called bonds after the redemption date.

SECTION 11. *Costs of Issuance Fund.* The proceeds of the sale of the Bonds identified in Section 2 for deposit into the Costs of Issuance Fund shall be deposited with the Paying Agent to the credit of; and the Paying Agent shall establish a fund designated the “City of Escondido Series 2015 General Obligation Refunding Bonds Costs of Issuance Fund,” (the “Costs of Issuance Fund”), and the moneys in said fund shall be applied exclusively to pay Costs of Issuance in accordance with the Bond Law, except as otherwise provided in the provisions of the Bond Law. If, upon completion of the payment of all Costs of Issuance from the Costs of Issuance Fund as designated in a written certificate signed by an Authorized Representative from the City, amounts remain therein, the Paying Agent shall transfer such amounts to the Debt Service Fund. At such time that no amounts remain on deposit in the Costs of Issuance Fund, the Paying Agent shall close the Costs of Issuance Fund.

SECTION 12. *Rebate Fund.* The City shall establish the Series 2015 General Obligation Refunding Bonds (Fire, Police and Emergency Response Measure) Rebate Fund (the “Rebate Fund”). All money at any time deposited in the Rebate Fund shall be held by the City in trust for payment to the United States Treasury. All amounts on deposit in the Rebate Fund shall be governed by this Section and the Tax Certificate, unless the City obtains an opinion of Bond Counsel that the exclusion from gross income of interest on the Bonds shall not be adversely affected for federal income tax purposes if such requirements are not satisfied.

(a) *Annual Computation.* Within 55 days of the end of each Computation Year (as such term is defined in the Code) with respect to the Bonds, the City shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Rebate Regulations (taking into account any applicable exceptions with

respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and (C) of the Code), and taking into account whether the 1-1/2% Penalty has been elected), for this purpose treating the last day of the applicable Computation Year as a computation date, within the meaning of Section 1.148-1(b) of the Rebate Regulations (the "Rebatable Arbitrage"). The City shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(b) *Annual Transfer.* Within 55 days of the end of each applicable Computation Year with respect to the Bonds, an amount shall be transferred by the City to be deposited to the Rebate Fund from any legally available funds, including the other funds and accounts established herein, so that the balance in the Rebate Fund shall equal the amount of Rebatable Arbitrage so calculated in accordance with clause (i) of this Subsection (a). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, the Director of Administrative Services shall withdraw the excess from the Rebate Fund and then credit the excess to the Debt Service Fund.

(c) *Payment to the Treasury.* The City shall pay to the United States Treasury, out of amounts in the Rebate Fund:

(1) Not later than 60 days after the end of (A) the fifth Computation Year with respect to the Bonds, and (B) each applicable fifth Computation Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Computation Year; and

(2) Not later than 60 days after the payment of all the Bonds, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Computation Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the City shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source, including the other funds and accounts established herein, equal to such deficiency in the Rebate Fund prior to the time such payment is due. Each payment required to be made pursuant to this Subsection (1) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T prepared by the City, or shall be made in such other manner as provided under the Code.

(d) *Disposition of Unexpended Funds.* Any funds remaining in the Rebate Fund after redemption and payment of the Bonds and the payments described in Subsection (1), may be utilized in any lawful manner by the City.

(e) *Survival of Defeasance.* Notwithstanding anything in this Section or the Resolution to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance of the Bonds.

SECTION 13. *Security/Debt Service Fund.* The City Council, so far as is practicable, shall fix such rate or rates for a tax to be levied in the City as will result in revenues which will pay the interest on the Bonds, and provide a sinking or other fund for the payment of the principal of the Bonds as such principal may become due. The City Council shall determine the fiscal year for all of the amounts above set forth, and shall fix the rate or rate of tax to be levied which will raise the amounts of money required by the City for such purposes, and as required by the provisions of the Law, the City Council shall certify to the County Auditor-Controller of the County of San Diego (the "Auditor") the rate or rates so fixed and shall furnish to the Auditor a statement in writing containing the following: (a) an estimate of the minimum amount of money required to be raised by taxation during the fiscal year for the payment of the principal of and interest on the Bonds, as will become

due before the proceeds of a tax levied at the next general tax levy will be available; (b) an estimate of the minimum amount of money required to be raised by taxation during the fiscal year for all other purposes of the City; and (c) any other items required by the provisions of the Law. The Auditor shall compute and enter in the county assessment roll the respective sums to be paid as a City tax on the property within the City using the rate or rates of levy as fixed by the City Council and the assessed value as found on the assessment roll for the property subject to the tax.

It shall be the duty of all county officers charged with the duty of collecting taxes to collect such tax in time, form and manner as county taxes are collected and when collected to pay the same to the City.

All such taxes for the payment of principal and interest on the Bonds shall be established, levied and collected as provided in the provisions of the Law.

All moneys derived from such taxes and all other moneys allocated and designated for payment of said Bonds and the interest thereon (including amounts levied in fiscal year 2014-15 for the Prior Bonds) shall be placed in a fund of the City and designated "City of Escondido Series 2015 General Obligation Refunding Bonds (Fire, Police and Emergency Response Measure) Debt Service Fund" (the "Debt Service Fund"), (and accounts therein to the extent created pursuant to Section 10 or 16 hereof) shall be kept separate and apart from all other funds of the City (and are hereby irrevocably pledged for the payment of the Bonds in accordance with the purpose and intent of this Resolution), and until all of said Bonds and all interest thereon have been fully paid (or defeased) the moneys in said fund shall be used for no other purpose than the payment of said Bonds and the interest thereon; provided, however, that when all of the principal and interest on all of the Bonds have been paid, any balance of money then remaining in said funds shall be transferred to the general fund of the City. Interest earned on the investment of monies in the Debt Service Fund shall be retained in the Debt Service Fund and used by the City to pay principal and interest on the Bonds when due.

The Director of Administrative Services shall transfer available monies from the Debt Service Fund to the Paying Agent in amounts sufficient and at such time as are necessary to promptly pay principal (including mandatory sinking fund payments, if any), interest and redemption premium, if any, on the Bonds as such shall become due; and the Paying Agent shall establish a fund designated the "City of Escondido Series 2015 General Obligation Refunding Bonds (Fire, Police and Emergency Response Measure) Bond Fund" (the "Bond Fund") for such purpose and shall make payments to the Bond Owners of principal (including mandatory sinking fund payments, if any), interest and redemption premium, if any, on the Bonds as such shall become due; provided that, in the event of any deficiencies, moneys on deposit in the Bond Fund shall be applied first to the payment of interest and then to the payment of principal and, in all such cases, ratably and without preference among all maturities.

SECTION 14. Investments.

(a) Moneys in the Costs of Issuance Fund shall be invested in Authorized Investments which will by their terms mature, or in the case of an investment agreement are available without penalty, as close as practicable to the date the City estimates the moneys represented by the particular investment will be needed for withdrawal from the Costs of Issuance Fund. Earnings on investments of monies in the Costs of Issuance Fund shall be retained therein and applied in accordance with authorized uses thereof and applicable law.

(b) Moneys in the Debt Service Fund and the Bond Fund shall be invested only in Authorized Investments which will by their terms mature, or in the case of an investment agreement are available for withdrawal without penalty, on such dates so as to ensure the payment of principal of, premium, if any, and interest on the Bonds as the same become due. The Paying Agent shall be under no obligation to invest moneys in the Bond Fund except on the written instruction of the Director of Administrative Services. Investment earnings, if any, in the Bond Fund in excess of

amounts held for the benefit of Owners shall be returned to the City for deposit in the Debt Service Fund.

In the event that an Authorized Representative of the City does not so direct the Paying Agent, the Paying Agent shall invest moneys in the Bond Fund in the Authorized Investments described in paragraph 2(f) of the definition contained herein and as set forth in the letter of authorization and directions executed by the City and delivered to the Paying Agent. If no investment directions are provided, such amount shall be held in cash, uninvested.

The City and the Paying Agent, at the direction of the City, shall sell at the best price obtainable, or present for redemption, any obligations so purchased whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer to such funds and accounts or from such funds and accounts. For the purpose of determining at any given time the balance in any such funds, any such investments constituting a part of such funds and accounts shall be valued at their market value. Notwithstanding anything herein to the contrary, the Paying Agent shall not be responsible for any loss from investments, sales or transfers undertaken in accordance with the provisions of this Resolution.

SECTION 15. Tax Covenants. The City hereby covenants and agrees with the owners of the Bonds to take no action or refrain from taking any action which, in the opinion of Bond Counsel, would result in the interest received by the Owners being includable in gross income for federal income tax purposes. In order to preserve the exclusion from gross income of interest on the Bonds for federal income tax purpose, the City covenants to comply with all applicable requirements of the Code, and any Regulations which are necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, that:

(a) *Private Activity.* The City will take no action or refrain from taking any action or make any use of the proceeds of the Bonds issued on a tax-exempt basis or of any other

monies or property which would cause the Bonds issued on a tax-exempt basis to be “private activity bonds” within the meaning of Section 141 of the Code;

(b) *Arbitrage.* The City will make no use of the proceeds of the Bonds issued on a tax-exempt basis or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action which will cause the Bonds issued on a tax-exempt basis to be “arbitrage bonds” within the meaning of Section 148 of the Code;

(c) *Federal Guaranty.* The City will make no use of the proceeds of the Bonds issued on a tax-exempt basis or take or omit to take any action that would cause the Bonds issued on a tax-exempt basis to be “federally guaranteed” within the meaning of Section 149(b) of the Code;

(d) *Information Reporting.* The City will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code;

(e) *Hedge Bonds.* The City will make no use of the proceeds of the Bonds issued on a tax-exempt basis or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the Bonds issued on a tax-exempt basis to be considered “hedge bonds” within the meaning of Section 149(g) of the Code unless the City takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest on the Bonds issued on a tax-exempt basis for federal income tax purposes;

(f) *Miscellaneous.* The City will take no action or refrain from taking any action inconsistent with its expectations stated in that certain Tax Certificate executed by the City in connection with each issuance of Bonds issued on a tax-exempt basis and will comply with the covenants and requirements stated therein and incorporated by reference herein;

(g) *Reserved.*

(h) *Subsequent Opinions.* If the City obtains a subsequent opinion of Bond Counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation (“SYCR”), where

such opinion is required in connection with a change or amendment to this Resolution or the procedures set forth in the Tax Certificate, it will obtain an opinion substantially to the effect originally delivered by SYCR that interest on the Bonds is excluded from gross income for federal income tax purposes.

SECTION 16. Defeasance. The Bonds may be defeased in whole or in part prior to maturity by irrevocably depositing with the City in a separate account of the Debt Service Fund to be held separate and apart from all other funds of the City, and which is irrevocably pledged to the Bonds so defeased (or an entity designated by the Director of Administrative Services to act as escrow agent with respect thereto):

(a) An amount of cash which together with amounts then on deposit in the Debt Service Fund, is sufficient, without reinvestment, to pay and discharge all or part of the Bonds outstanding (including all principal, interest and premium, if any) at or before their stated maturity date; or

(b) Federal Securities not subject to call, together with cash, if required, in such amount as will, without reinvestment, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all of the corresponding Bonds (including all principal and interest and premium, if any) to be defeased at or before their stated maturity date.

In such event, notwithstanding that any of the Bonds shall not have been surrendered for payment, all obligations of the City with respect to all said outstanding Bonds shall cease and terminate, except only the obligation of the City to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the owners of said Bonds not so surrendered and paid all sums due with respect thereto; provided that the City shall have received an opinion of bond counsel for said Bonds, that said Bonds have been defeased.

SECTION 17. Supplemental Resolutions.

(a) This Resolution, and the rights and obligations of the City and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the City with the written consent of Owners owning at least 60% in aggregate principal amount of the outstanding Bonds, exclusive of Bonds, if any, owned by the City; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

(b) This Resolution, and the rights and obligations of the City and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the City without the written consent of the Owners;

(i) To add to the covenants and agreements of the City in this Resolution, other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(ii) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(iii) To confirm as further assurance any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(iv) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(v) To amend or supplement this Resolution in any other respect, provided such supplemental resolution does not adversely affect the interests of the Owners.

(c) Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the City or any officer or agent of the City from taking any action pursuant thereto.

SECTION 18. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract by and between the City and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

SECTION 19. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of its obligations under its Continuing Disclosure Certificate to be executed and delivered by the City in connection with the issuance of the Bonds. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure

Certificate shall not be considered an event of default under this Resolution; however, any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section 19. For purposes of this Section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

SIGNED AND APPROVED as of June 1, 2015.

CITY OF ESCONDIDO

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Jeffrey Epp, City Attorney

EXHIBIT A

R-__

\$_____

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE SUPPLEMENT TO RESOLUTION NO. _____) TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

**CITY OF ESCONDIDO
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2015 (FIRE, POLICE AND EMERGENCY RESPONSE MEASURE)**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP NO.
_____%	September 1, 20__	June __, 2015	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

THE CITY OF ESCONDIDO, a charter city situated in the County of San Diego, State of California (the "City"), duly organized and existing under and by virtue of the Constitution and laws of the State of California, hereby acknowledges its indebtedness and promises to pay to the registered owner named above or registered assigns (the "Registered Owner"), the Principal Amount stated above on the Maturity Date stated above, and to pay such registered owner by check mailed by first class mail, postage prepaid, thereto at its address as it appears on the register kept by the Paying Agent at the close of business on the fifteenth day of the month preceding the Interest Payment Date (as hereinafter defined) (the "Record Date"), or, at the request of an owner of in excess of \$1,000,000 aggregate principal amount of bonds, by wire transfer, interest on such principal amount on each September 1 and March 1, commencing September 1, [2015] (each, an "Interest Payment Date") next preceding the date of authentication (unless (i) the date of authentication is prior to the first Record Date in which event from the Dated Date shown above, (ii) the date of authentication is after a Record Date and before the following Interest Payment Date in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated as of an Interest Payment Date, in which

event it shall bear interest from such date until the Principal Amount hereof shall have been paid or provided for in accordance with Resolution No. _____ adopted by the City Council of the City on April 22, 2015, as supplemented by Supplement to Resolution No. _____, dated as of June 1, 2015, executed in connection therewith (as supplemented, the "Resolution"), at the interest rate stated above, payable on each Interest Payment Date. Principal and any premium upon the redemption prior to the maturity of all or part hereof are payable at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Paying Agent for the Bonds (the "Paying Agent"), in Los Angeles, California. All such amounts are payable in lawful money of the United States of America.

Capitalized terms used herein and not defined shall have the meanings given such terms in the Resolution.

The principal of and interest on the Bonds shall be paid from taxes levied for the payment thereof as set forth in the Resolution, which taxes shall be levied exclusively upon the taxable property in the City.

This Bond is issued in fully registered form. It may be exchanged for a like aggregate principal amount of bonds of other authorized denominations of the same series and maturity, all as more fully set forth in the Resolution. This Bond is transferable by the Registered Owner hereof, in person or by its attorney duly authorized in writing, at the designated corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond of authorized denomination or denominations for the same aggregate principal amount of the same series and maturity will be issued to the transferee in exchange therefor.

Bonds maturing on or after September 1, 2026 are subject, at the option of the City, to redemption prior to their stated maturities in whole or in part on any date commencing September 1, 2025, selected among maturities, if in part, as nearly as practicable on a pro-rata basis, and by lot within a maturity, at redemption price, equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium.

Notice of redemption with respect to the Bonds to be redeemed shall be mailed to the Registered Owners thereof not less than 30 nor more than 60 days prior to the redemption date by first class mail, postage prepaid, to the addresses set forth in the registration books. Neither a failure of the Registered Owner hereof to receive such notice nor any defect therein will affect the validity of the proceedings for redemption. All Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date; provided that funds for the redemption are on deposit with the Paying Agent on the redemption date. Thereafter, the Registered Owners of such Bonds shall have no rights except to receive payment of the redemption price upon the surrender of the Bonds.

The City and the Paying Agent may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the City and the Paying Agent shall not be affected by any notice to the contrary.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been signed by the Paying Agent.

The rights and obligations of the City and of the registered owners of the Bonds may be amended at any time, and in certain cases without notice to or consent of the registered owners, to the extent and upon the terms provided in the Resolution.

It is hereby recited, certified and declared that the total amount of indebtedness of the City, including the amount of this Bond, is within the limit provided by law and that any and all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of California.

IN WITNESS WHEREOF, THE CITY OF ESCONDIDO has caused this Bond to be signed by the Mayor and the City Treasurer of said City, and countersigned by the City Clerk of said City, by their facsimile signatures.

CITY OF ESCONDIDO

By: _____
Its: Mayor

By: _____
Its: City Treasurer

COUNTERSIGNED:

City Clerk of the City of Escondido

[FORM OF CERTIFICATE OF AUTHENTICATION]

This is one of the fully registered Bonds described in the within-mentioned Resolution.

Date of Authentication: June __, 2015

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent

By: _____
Its: Authorized Signatory

[FORM OF LEGAL OPINION]

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

City Clerk of the City of Escondido

[FORM OF ASSIGNMENT]

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute(s) and appoint(s)

attorney, to transfer the same on the registration books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guarantee:

Notice: Signature(s) must be guaranteed by a qualified guarantor.

Notice: The signature on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

RESOLUTION NO. 2015-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 OF THE CITY OF ESCONDIDO (EUREKA RANCH), AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND INDENTURE, ESCROW AGREEMENT, CONTINUING DISCLOSURE AGREEMENT AND BOND PURCHASE AGREEMENT IN CONNECTION WITH THE ISSUANCE OF THE COMMUNITY FACILITIES DISTRICT NO. 2006-01 OF THE CITY OF ESCONDIDO (EUREKA RANCH) SPECIAL TAX REFUNDING BONDS, SERIES 2015 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,500,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the City Council (the "City Council") of the City of Escondido (the "City"), located in San Diego County, California (hereinafter sometimes referred to as the "legislative body of the District"), has heretofore undertaken proceedings and declared the necessity to issue bonds on behalf of Community Facilities District No. 2006-01 of the City of Escondido (Eureka Ranch) (the "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California (the "Act"); and

WHEREAS, pursuant to proceedings taken and an election held on September 20, 2006 to authorize the issuance of bonds of the District, the levy of special taxes within the District and the establishment of an appropriations limit for the District, the District was authorized to issue bonds in one or more series, pursuant to the Act, in an aggregate principal amount not to exceed \$20,000,000 (the "Bond Authorization"); and

WHEREAS, the District has previously issued its \$18,080,000 Special Tax Bonds Series 2006 (the "Prior Bonds") to finance certain public improvements; and

WHEREAS, the Board, acting as the legislative body of the District, now desires to refund the Prior Bonds through the issuance of bonds in an aggregate principal amount not to exceed \$16,500,000 designated as the "Community Facilities District No. 2006-01 of the City of Escondido (Eureka Ranch) Special Tax Refunding Bonds, Series 2015" (the "2015 Bonds"); and

WHEREAS, in order to effect the issuance of the 2015 Bonds, the City Council, acting as the legislative body of the District, desires to enter into a Bond Indenture, dated as of June 1, 2015 (the "Bond Indenture"), with The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent, and an Escrow Agreement (2006 Bonds), dated as of June 1, 2015 (the "Escrow Agreement"), with The Bank of New York Mellon Trust Company, N.A., as Escrow Bank and as Fiscal Agent for the Prior Bonds, the forms of which are on file with the City Clerk and presented at this meeting; and

WHEREAS, the legislative body of the District has determined in accordance with Government Code Section 53360.4 that a negotiated sale of the 2015 Bonds to Stifel, Nicolaus & Company, Incorporated, as underwriter (the "Underwriter") in accordance with the terms of the Bond Purchase Agreement (defined below) approved as to form by this Board herein will result in a lower overall cost to the District than a public sale;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, acting as the legislative body of Community Facilities District No. 2006-01 of the City of Escondido (Eureka Ranch), that:

SECTION 1. Each of the above recitals is true and correct.

SECTION 2. The issuance of the 2015 Bonds in a principal amount not to exceed \$16,500,000 is hereby authorized pursuant to the Act with the exact principal amount to be determined by the officer signing the Bond Purchase Agreement in accordance with Section 7 below. The 2015 Bonds shall mature on the dates and pay interest at the rates set forth in the Bond Purchase Agreement to be executed on behalf of the District in accordance with Section 7 hereof and otherwise shall be substantially in the form set forth in the Bond Indenture on file with the City Clerk. All other provisions of the 2015 Bonds shall be governed by the terms and conditions set forth in the Bond Indenture prepared by Bond Counsel for the District and executed by the Mayor, the City Manager, the Director of Administrative Services or the City Clerk (the "Authorized Officers") of the City, acting as the legislative body of the District, or the written designee thereof, which Bond Indenture shall be substantially in the form presented to the Board, with such additions thereto and changes therein as are recommended or approved by Bond Counsel for the District and the officers executing the same, with such approval to be conclusively evidenced by the execution and delivery of the Bond Indenture. Capitalized terms used in this Resolution which are not defined herein have the meaning ascribed to them in the form of the Bond Indenture.

In satisfaction of the requirements contained in Section 53363.2 of the Act, the legislative body of the District hereby determines that: (1) it is anticipated that the purchase of the 2015 Bonds will occur on or about June 1, 2015; (2) the 2015 Bonds shall be dated their date of issuance, and be in the denominations, have the maturity dates (which do not exceed the latest maturity date of the Prior Bonds being refunded),

and be payable at the place and be in the form specified in the Bond Indenture; (3) the aggregate principal amount of 2015 Bonds shall not exceed \$16,500,000; (4) the 2015 Bonds shall not have a final maturity date later than September 1, 2036; (5) the issuance of the 2015 Bonds shall not result in a true interest cost for the 2015 Bonds in excess of 4.75%; (6) the Underwriter's discount for the 2015 Bonds shall not exceed 0.70% of the aggregate principal amount thereof; and (7) the designated cost of issuing the 2015 Bonds being used to refund the Prior Bonds, as defined by Section 53363.8 of the Act, shall include all of the costs specified in Section 53363.8(a), (b)(2) and (c).

In satisfaction of the requirements contained in Section 53364.2 of the Act, the legislative body of the District hereby determines that any savings achieved through the issuance of the 2015 Bonds shall be used to reduce the special taxes of the District levied to retire the 2015 Bonds, and such reductions shall be made in accordance with the Act.

SECTION 3. The 2015 Bonds shall be executed on behalf of the District by the manual or facsimile signature of the Mayor of the legislative body of the District, and the seal of the District, or a facsimile thereof, shall be impressed or imprinted thereon and attested with the manual or facsimile signature of the City Clerk.

SECTION 4. In accordance with the requirements of Section 53345.8(c) of the Act, the legislative body of the District hereby determines that the value of the real property in the District subject to the special tax to pay debt service on the 2015 Bonds is at least three times the principal amount of the 2015 Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the

Act or a special assessment levied on property within the District (based on the County of San Diego Assessor's Fiscal Year 2014-15 assessed valuations of such property).

SECTION 5. The proceeds of the 2015 Bonds and the Special Taxes may be invested in any of the Authorized Investments of the type described in the Bond Indenture.

SECTION 6. The covenants set forth in the Bond Indenture to be executed in accordance with Section 2 above are hereby approved, shall be deemed to be covenants of the City Council, in its capacity as the legislative body of the District, and shall be complied with by the District and its officers. The Bond Indenture shall act as a bond indenture and constitute a contract between the District and the Owners of the 2015 Bonds.

SECTION 7. The Bank of New York Mellon Trust Company, N.A., is hereby appointed to act as Fiscal Agent and Registrar for the 2015 Bonds and as Escrow Bank under the Escrow Agreement. Special District Financing & Administration LLC is hereby appointed to act as Dissemination Agent under the Continuing Disclosure Agreement. The Authorized Officers, or the written designees thereof, are hereby authorized to enter into an agreement with the Fiscal Agent to provide such services to the District. The forms of the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Escrow Agreement and the Official Statement on file with the City Clerk are hereby approved and the Authorized Officers are hereby authorized and directed to execute the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Escrow Agreement and the Official Statement in substantially the forms hereby

approved, with such additions thereto and changes therein as are recommended or approved by Bond Counsel for the District and the officers executing the same, with such approval to be conclusively evidenced by the execution and delivery of such documents; provided, however, that the Bond Purchase Agreement shall be signed only if the interest rate on the 2015 Bonds is such that the principal and total interest cost to maturity on the 2015 Bonds is less than the principal and total interest cost to maturity on the Prior Bonds and the last maturity date of the 2015 Bonds is not later than the last maturity date of the Prior Bonds. The Underwriter is hereby authorized to distribute the Official Statement (in both preliminary and final forms) to prospective purchasers, and the Authorized Officers, or the written designees thereof, are hereby authorized to certify to the Underwriter prior to the distribution of the Official Statement in preliminary form that such Official Statement is deemed final by the District within the meaning of Rule 15c2-12 of the Securities and Exchange Commission.

SECTION 8. The Authorized Officers, or the written designees thereof, are authorized to reject any terms presented by the Underwriter if determined not to be in the best interest of the City and are further authorized to evaluate whether the purchase of municipal bond insurance or a debt service reserve policy for the 2015 Bonds will result in a net savings to the City and the District and, if so, to arrange for the purchase of such municipal bond insurance or debt service reserve policy.

SECTION 9. The Authorized Officers, or the written designees thereof, are authorized to contract for all services necessary to effect the issuance of the 2015 Bonds. Such services shall include, but not be limited to, printing the 2015 Bonds, the Preliminary Official Statement and the final Official Statement, obtaining legal services,

Fiscal Agent services and any other services deemed appropriate as set forth in a certificate of an Authorized Officer or the written designee thereof. The Authorized Officers, or the written designees thereof, are authorized to pay for the cost of such services, together with other Costs of Issuance, with 2015 Bond proceeds deposited to the Costs of Issuance Fund established pursuant to the Bond Indenture.

SECTION 10. All actions heretofore taken by officers and agents of the District and the City with respect to the sale and issuance of the 2015 Bonds are hereby approved, confirmed and ratified, and the Authorized Officers and the other officers of the District and the City responsible for the fiscal affairs of the District are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish the issuance, sale and delivery of the 2015 Bonds in accordance with the provisions of this Resolution and the fulfillment of the purposes of the 2015 Bonds as described in the Bond Indenture. Each of the above-referenced officials is hereby authorized to solicit bids from municipal bond insurers, to select an insurer to provide municipal bond insurance with respect to the 2015 Bonds and a debt service reserve policy, if applicable, and to execute and negotiate any agreements necessary in connection with the procurement of such municipal bond insurance or debt service reserve policy, provided that such municipal bond insurance provide debt service savings or other benefits to the proposed transaction, as determined by the City. The City's execution of an insurance commitment shall be conclusive evidence of such determination. Each of the above-referenced officers is hereby authorized to direct Bond Counsel and/or the City Attorney to make any necessary revisions to the legal documents to effectuate the procurement of municipal

bond insurance and/or a debt service reserve fund policy. In the event that the Mayor is unavailable to sign any document authorized for execution herein, any other member of the City Council, or the written designee thereof, may sign such document. Any document authorized herein to be signed by the City Clerk may be signed by a duly appointed deputy clerk.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12

Date: April 22, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: Purchase of Furniture for Hale Avenue Resource Recovery Facility Operations Building from Krueger International, Inc.

RECOMMENDATION:

The Utilities Department requests that Council approve Resolution No. 2015-41 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 Facility (HARRF) Operations Building. The quote from KI is included with this staff report as Attachment 1. The bidding process for this contract was completed by use of the Cooperative Purchase Contract with the National Joint Powers Alliance (NJPA).

FISCAL ANALYSIS:

On November 19, 2014, the City Council approved a budget adjustment that transferred \$440,000 from the Wastewater Fund Operating, Debt, and Capital Improvement Program (CIP) reserve fund to the HARRF Operations Building CIP Fund (CIP No. 804201).

BACKGROUND:

On September 11, 2013, the Council approved construction of a new HARRF Operations Building on open land adjacent to the existing Administration Building. The new building would, among other things, allow for consolidation of all Wastewater staff to the HARRF. The existing furniture used by consolidated staff at the HARRF and the Public Works Yard is old, in poor condition, and is ill suited for the new space. Pending Council approval, furniture for the HARRF Operations Building will be purchased from KI. The purchase will be completed through a Cooperative Purchase Contract with NJPA, Contract #052910-KII, in the amount of \$237,265.90. The contract amount includes sales tax, delivery, installation, 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.

Three price quotes for building furnishings were obtained from vendors with pre-negotiated government contracts. They are, in order of increasing cost:

- | | | |
|-------------------------|--------------|--------------------------|
| 1) GMBI (Herman Miller) | \$221,870.06 | |
| 2) Shore Total Office | \$225,333.72 | (+ \$3,463.66, or 1.6%) |
| 3) KI | \$237,265.90 | (+ \$15,395.84, or 6.9%) |

Purchase of Furniture for HARRF Operations Building

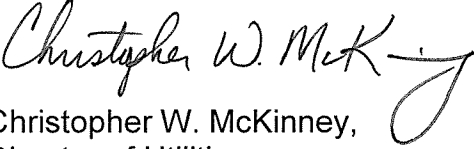
April 22, 2015

Page 2

The GMBI quote is the lowest cost and was provided by the company presently holding a contract with the City for office furniture. However, staff recommends selecting the quote from KI because the specified furniture provides the best fit and quality for the working environment of the new building.

The HARRF Operations Building will have high traffic volume of personnel who work in the wastewater treatment plant and in the field maintaining wastewater treatment facilities. The new space is not a typical office space in that the flooring is vinyl that will be cleaned by frequent wet mopping. These conditions will challenge the durability of the typical office furniture specified by Shore Total and GMBI (Herman Miller). The KI specified furniture has heavy-gauge steel legs rather than particle board, fiberboard, or lightweight steel. Staff expect it to better withstand wet cleaning, moisture, and other challenges posed by the HARRF environment.

Respectfully submitted,

A handwritten signature in black ink, reading "Christopher W. McKinney". The signature is written in a cursive, flowing style. The first name "Christopher" is written in a standard cursive, while "W." is a simple dot. "McKinney" is written with a large, sweeping "M" and "K", and a long, horizontal stroke extending from the end of the name.

Christopher W. McKinney,
Director of Utilities

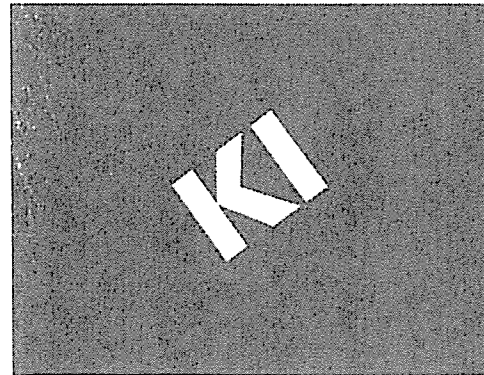
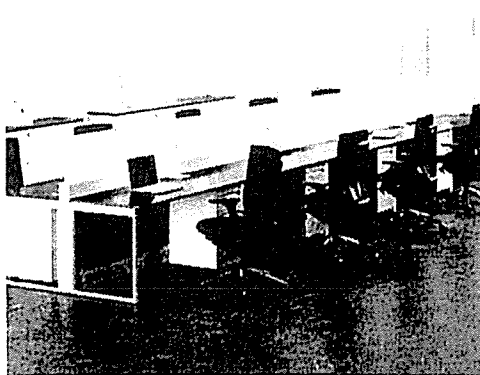
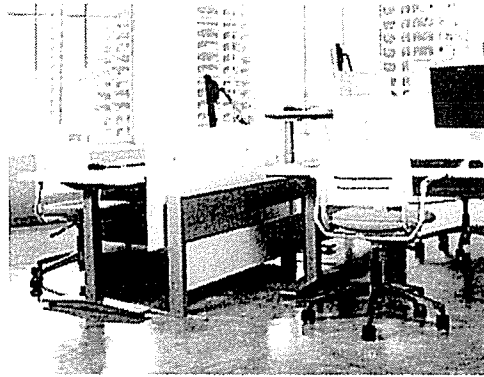
QUOTATION

CREATED 9/25/2014 | REVISED 3/2/2015 | Valid Through 5/19/2015

City of Escondido: HARRF
Quote Number: 15EMP-201494/C

KI is pleased to present the enclosed quotation. The following items are included:

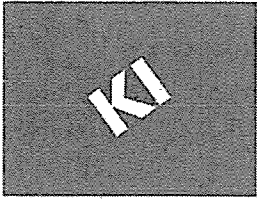
- Detailed PO requirements
- Quote Summary
- Itemized Quote
- Product Options*



Sales Team:

Mike Baden | Sales Specialist | mike.baden@ki.com | 760-305-3907

* Product options that must be determined (aka TBDs) exist and must be selected prior to purchase. Please contact a sales team member for assistance with specifications.



QUOTATION

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Erica Paredes

"Reference Only"

Market Code: 6=6=Med/Large Business

Drawing # Revision Date
D201494_00_01_L01_S 2/18/2015
Opportunity #: 201494

Quote Filename: City of Escondido: HARRF - 15EMP-201494

Proj Num - 15EMP-201494/C
Model Opt: Y GSA: N
Proj Totals: Y
Pricing Selection: List/Discount/Net

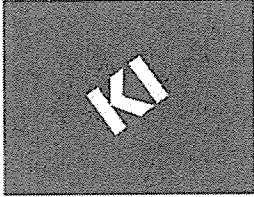
Mike Baden

Sales Specialist
mike.baden@ki.com
760-305-3907

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
KI
1330 Bellevue Street
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.



QUOTATION

City of Escondido: HARRF
Quote Number: 15EMP-201494/C

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Erica Paredes

"Reference Only"

Market Code: 6=6=Med/Large Business

Drawing # Revision Date
D201494_00_01_L01_S 2/18/2015
Opportunity #: 201494

Quote Filename: City of Escondido: HARRF - 15EMP-201494

Proj Num - 15EMP-201494/C
Model Opt: Y GSA: N
Proj Totals: Y
Pricing Selection: List/Discount/Net

Mike Baden
Sales Specialist
mike.baden@ki.com
760-305-3907

CREATED 9/25/2014
REVISED 3/2/2015
Valid Through 5/19/2015

PRODUCT TOTALS	\$237,265.90
Other- See Quote Details	\$0.00
GRAND TOTAL	\$237,265.90

KI Offers A Lease Finance Option For All of Your Furniture Needs.
Contact Us For A Quote.

Contract Info
SPA0009709 Direct Sale

Requested Delivery Date

To be Determined

Sold To
HARRF
1521 S. Hale Avenue
Escondido, CA 92029

End User
HARRF
1521 S. Hale Avenue
Escondido, CA 92029

Ship To
To be Determined

Installation
KI Corporate Services

Attn: John Kielhofer
P. (719) 748-5530 F. (888) 264-9623

Client Notes:

Changes in fabrics, finishes, and quantities may affect pricing
Installation included

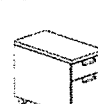
Note: Applicable taxes to be added at the time of invoicing
Please see KI Terms and Conditions for proper purchase order submittal procedure

QUOTATION

CREATED
VALID THROUGH
Prepared By
Quote Filename

9/25/2014
5/19/2015
Erica Paredes
City of Escondido: HARRF - 15EMP-201494/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are noted in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
Tag 1									
100-ADMIN									
1.1	CZBLS24	CZ Peninsula Support Frame 24" W	4	\$256.00	\$1,024.00	57.500	\$108.80	\$435.20	
		Paint Color Glide Color	Wet Sand White	/WS /GWH					
Price Description: Delivered/Open Market									
1.2	CZBSS244872/F	CZ 24" Single-Sided Stndalone/Starter Telescopic Beam Frame 48-72", Fixed	6	\$561.00	\$3,366.00	57.500	\$238.43	\$1,430.58	
		Paint Color Glide Color	Wet Sand White	/WS /GWH					
Price Description: Delivered/Open Market									
1.3	CZBWEC24487224-74P	CZ 24" Deep Extnd Corner Wrksrf, 24x48x72x24, 74P Edge	4	\$470.00	\$1,880.00	57.500	\$199.75	\$799.00	
		Grommet Location Grommet Color Surface Finish KI Laminates Edge Color	Grommet : To user's left on B dimension Wet Sand grommet KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge	/L /GWS Standard /LKM /EKM					
Price Description: Delivered/Open Market									
1.4	CZBWEC24724824-74P	CZ 24" Deep Extnd Corner Wrksrf, 24x72x48x24, 74P Edge	4	\$470.00	\$1,880.00	57.500	\$199.75	\$799.00	
		Grommet Location Grommet Color Surface Finish KI Laminates Edge Color	Grommet : To user's right on C dimension Wet Sand grommet KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge	/R /GWS Standard /LKM /EKM					
Price Description: Delivered/Open Market									
1.5	CZBWR24541NM-74P	CZ 24" Deep Rect. Wrksrf, Single Sided, Nopower/no Mod Pnl, 24x54, 74P Edge	2	\$316.00	\$632.00	57.500	\$134.30	\$268.60	
		Grommet Location Grommet Color Surface Finish KI Laminates Edge Color	Grommet : Center Wet Sand grommet KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge	/C /GWS Standard /LKM /EKM					
Price Description: Delivered/Open Market									
1.6	CZPDS24MBF	CZ Mobile Ped, Steel Shell, Steel Drawer, Box/File, 24" Nominal Depth	4	\$340.00	\$1,360.00	57.500	\$144.50	\$578.00	
		Paint Color Drawer Paint Color Key Option Pull Style	Wet Sand Starlight Silver Metallic No lock core Connection Zone Pull	/WS /FSX /NLC /CZP					
Price Description: Delivered/Open Market									
1.7	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh	4	\$803.00	\$3,212.00	57.500	\$341.28	\$1,365.12	
		Base Finish FR/NFR Option Casters	Plastic base Compliance to TB 117-2013 Hard floor casters	/P /NFR /S					
Price Description: Delivered/Open Market									
Tag 1							WorkGroup Product Subtotal	\$5,675.50	
100-ADMIN									

QUOTATION

CREATED 9/25/2014
 VALID THROUGH 5/19/2015
 Prepared By Erica Paredes
 Quote Filename City of Escondido: HARRF - 15EMP-201494/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

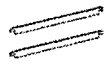
Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
Tag 1									
201-BREAK ROOM									
2.1	ETRC3060-74P	Enlite Rectangular,Fixed Y-22 Leg,1-1/4"Top,74P,30x60"	4	\$992.00	\$3,968.00	57.500	\$421.60	\$1,686.40	
		Edge Color Kensington Maple edge /EKM Base Option 4 casters /4EC Surface Finish KI Laminates Standard KI Laminates KENSINGTON MAPLE 10776-60 /LKM Enlite Leg Finish Colors Chrome /CH End Panel Perforated /P End Panel Finish/Perforated Wet Sand /PSWS							
Price Description: Delivered/Open Market									
2.2	ETRD42-74P	Enlite Round,Fixed Y-22 Leg,1-1/4"Top,74P Edge,42"Dia	4	\$1,136.00	\$4,544.00	57.500	\$482.80	\$1,931.20	
		Edge Color Kensington Maple edge /EKM Base Option 4 black glides /4GB Surface Finish KI Laminates Standard KI Laminates KENSINGTON MAPLE 10776-60 /LKM Enlite Leg Finish Colors Chrome /CH End Panel Perforated /P End Panel Finish/Perforated Wet Sand /PSWS							
Price Description: Delivered/Open Market									
2.3	SSNAP	Strive Sled Base Armless Chair,Poly	32	\$232.00	\$7,424.00	57.500	\$98.60	\$3,155.20	
		Frame Color Chrome /CH Poly Seat & Back Color No Fire Retardant /NFR Poly Seat & Back Color Wet Sand /PWS Glide Option Stainless steel glide /GSS							
Price Description: Delivered/Open Market									
Tag 1 WorkGroup Product Subtotal								\$6,772.80	
201-BREAK ROOM									
Tag 1									
207-ADMIN ASST.									
3.1	CZPDS24MBF	CZ Mobile Ped,Steel Shell, Steel Drawer,Box/File, 24" Nominal	2	\$340.00	\$680.00	57.500	\$144.50	\$289.00	
		Depth Wet Sand /WS Paint Color Starlight Silver Metallic /FSX Drawer Paint Color No lock core /NLC Key Option Connection Zone Pull /CZP Pull Style							
Price Description: Delivered/Open Market									
3.2	KOMG.23	Corner Keyboard Tray Without Mouse Tray	1	\$341.00	\$341.00	57.500	\$144.93	\$144.93	
									
Price Description: Delivered/Open Market									
3.3	S7L302402D	700 Series Files Lat. File,2H-30Wx18Dx27"H	2	\$772.00	\$1,544.00	57.500	\$328.10	\$656.20	
		Pull Options Classic (inset pull) /CLSC Unit Color Wet Sand /WS Counterbalance Option No Counterbalance -NOCBW Key Option No lock core /NLC							
Price Description: Delivered/Open Market									
3.4	S7L305555D	700 Series Files Lat File,5H-30Wx18Dx59-3/32"H	2	\$1,545.00	\$3,090.00	57.500	\$656.63	\$1,313.26	
		Pull Options Classic (inset pull) /CLSC Unit Color Starlight Silver Metallic /SX Counterbalance Option No Counterbalance -NOCBW Key Option No lock core /NLC							
Price Description: Delivered/Open Market									

QUOTATION

CREATED
VALID THROUGH
Prepared By
Quote Filename

9/25/2014
5/19/2015
Erica Paredes
City of Escondido: HARRF - 15EMP-201494/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
3.5	S7L/334FBK	Type "K" Folder Bars,Front-to-Back	24	\$15.00	\$360.00	57.500	\$6.38	\$153.12	
									
	Price Description: Delivered/Open Market								
3.6	S7L/36240HD	700 Series Files Cabinet-1 Shelf-36Wx18Dx27"H	1	\$792.00	\$792.00	57.500	\$336.60	\$336.60	
		Pull Options Classic (inset pull) /CLSC							
		Unit Color Wet Sand /WS							
		Key Option No lock core /NLC							
	Price Description: Delivered/Open Market								
3.7	S7L/6018T-74P	700 Series Files File Top 18x60 74P Edge For Side By Side	1	\$364.00	\$364.00	57.500	\$154.70	\$154.70	
		Units							
		Surface Finish KI Laminates Standard							
		KI Laminates KENSINGTON MAPLE 10776-60 /LKM							
		Edge Color Kensington Maple /TKM							
	Price Description: Delivered/Open Market								
3.8	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh	2	\$759.00	\$1,518.00	57.500	\$322.58	\$645.16	
		Base Finish Plastic base /P							
		FR/NFR Option Compliance to TB 117-2013 /NFR							
		Casters Carpet casters /C							
	Price Description: Delivered/Open Market								
3.9	U2W9040	Unite 2-Way 90 Deg "L" Corner,40"H	2	\$129.00	\$258.00	57.500	\$54.83	\$109.66	
		Finish Color Wet Sand /WS							
	Price Description: Delivered/Open Market								
3.10	UEOR32	Unite End-Of-Run Condition,32"H	1	\$47.00	\$47.00	57.500	\$19.98	\$19.98	
		Finish Color Wet Sand /WS							
	Price Description: Delivered/Open Market								
3.11	UEOR40	Unite End-Of-Run Condition,40"H	1	\$52.00	\$52.00	57.500	\$22.10	\$22.10	
		Finish Color Starlight Silver Metallic /SX							
	Price Description: Delivered/Open Market								
3.12	UEORV08	Unite End-Of-Run, Change Of Height Condition,8"H	1	\$33.00	\$33.00	57.500	\$14.03	\$14.03	
		Finish Color Starlight Silver Metallic /SX							
	Price Description: Delivered/Open Market								
3.13	UET6RBFU	Unite Base Infeed w/Bezel,Standard Base,6 Circuit	1	\$147.00	\$147.00	57.500	\$62.48	\$62.48	
		Bezel Color Light Tone /LG							
	Price Description: Delivered/Open Market								
3.14	UET6RRC.1	Unite 15 Amp Duplx Receptacle w/Bezel,Racewry,6 Circuit,Cir 1	1	\$27.00	\$27.00	57.500	\$11.48	\$11.48	
		Standard Trim Finishes Light Tone .LG							
	Price Description: Delivered/Open Market								

QUOTATION

CREATED
VALID THROUGH
Prepared By
Quote Filename

9/25/2014
5/19/2015
Erica Paredes
City of Escondido: HARRF - 15EMP-201494/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
3.15	UET6RRC.2	Unite 15 Amp Duplx Receptacle w/Bezel,Racewy,6 Circuit,Cir 2	3	\$27.00	\$81.00	57.500	\$11.48	\$34.44	
		Standard Trim Finishes Light Tone				.LG			
		Price Description: Delivered/Open Market							
3.16	UET6RRC.3	Unite 15 Amp Duplx Receptacle w/Bezel,Racewy,6 Circuit,Cir 3	2	\$27.00	\$54.00	57.500	\$11.48	\$22.96	
		Standard Trim Finishes Light Tone				.LG			
		Price Description: Delivered/Open Market							
3.17	UET6RRC.4I	Unite 15 Amp Duplx Receptacle w/Bezel,Racewy,6 Circuit,Cir 4	3	\$27.00	\$81.00	57.500	\$11.48	\$34.44	
		Standard Trim Finishes Light Tone				.LG			
		Price Description: Delivered/Open Market							
3.18	UET6RRC.5I	Unite 15 Amp Duplx Receptacle w/Bezel,Racewy,6 Circuit,Cir 5	1	\$27.00	\$27.00	57.500	\$11.48	\$11.48	
		Standard Trim Finishes Light Tone				.LG			
		Price Description: Delivered/Open Market							
3.19	UET6WW.36	Unite Rigid Wireway,10-Wire System,6 Circuit,36"W Panel	3	\$99.00	\$297.00	57.500	\$42.08	\$126.24	
									
		Price Description: Delivered/Open Market							
3.20	UET6WW.42	Unite Rigid Wireway,10-Wire System,6 Circuit,42"W Panel	2	\$103.00	\$206.00	57.500	\$43.78	\$87.56	
									
		Price Description: Delivered/Open Market							
3.21	UMFR2440	Unite Mono Fabric Panel,Standard Base Raceway,24Wx40"H	1	\$363.00	\$363.00	57.500	\$154.28	\$154.28	
		Top Cap Finish Color Panel Fabric Side 1 PV1 Fabric HOPSCOTCH Panel Fabric Side 2 PV1 Fabric HOPSCOTCH Electrical Code	Flat trim (std) Wet Sand Pallas Vertical Fabric Grade PV1 HOPSCOTCH SMOKEY TAUPE Pallas Vertical Fabric Grade PV1 HOPSCOTCH SMOKEY TAUPE Domestic - with cutouts	/F /WS GRPV1 HOPSCOTCH /28.064.081.PS1 GRPV1 HOPSCOTCH /28.064.081.PS2 /DP					
		Price Description: Delivered/Open Market							
3.22	UMFR3040	Unite Mono Fabric Panel,Standard Base Raceway,30Wx40"H	1	\$411.00	\$411.00	57.500	\$174.68	\$174.68	
		Top Cap Finish Color Panel Fabric Side 1 PV1 Fabric HOPSCOTCH Panel Fabric Side 2 PV1 Fabric HOPSCOTCH Electrical Code	Flat trim (std) Wet Sand Pallas Vertical Fabric Grade PV1 HOPSCOTCH SMOKEY TAUPE Pallas Vertical Fabric Grade PV1 HOPSCOTCH SMOKEY TAUPE Domestic - with cutouts	/F /WS GRPV1 HOPSCOTCH /28.064.081.PS1 GRPV1 HOPSCOTCH /28.064.081.PS2 /DP					
		Price Description: Delivered/Open Market							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
3.23	UMFR3632	Unite Mono Fabric Panel,Standard Base Raceway,36Wx32"H	1	\$416.00	\$416.00	57.500	\$176.80	\$176.80	
		Top Cap Finish Color Panel Fabric Side 1 PV1 Fabric HOPSCOTCH Panel Fabric Side 2 PV1 Fabric HOPSCOTCH Electrical Code	Flat trim (std) Wet Sand Pallas Vertical Fabric Grade PV1 HOPSCOTCH SMOKEY TAUPE Pallas Vertical Fabric Grade PV1 HOPSCOTCH SMOKEY TAUPE Domestic - with cutouts	/F /WS GRPV1 HOPSCOTCH /28.064.081.PS1 GRPV1 HOPSCOTCH /28.064.081.PS2 /DP					
	Price Description: Delivered/Open Market								
3.24	UMFR3640	Unite Mono Fabric Panel,Standard Base Raceway,36Wx40"H	3	\$464.00	\$1,392.00	57.500	\$197.20	\$591.60	
		Top Cap Finish Color Panel Fabric Side 1 PV1 Fabric HOPSCOTCH Panel Fabric Side 2 PV1 Fabric HOPSCOTCH Electrical Code	Flat trim (std) Wet Sand Pallas Vertical Fabric Grade PV1 HOPSCOTCH SMOKEY TAUPE Pallas Vertical Fabric Grade PV1 HOPSCOTCH SMOKEY TAUPE Domestic - with cutouts	/F /WS GRPV1 HOPSCOTCH /28.064.081.PS1 GRPV1 HOPSCOTCH /28.064.081.PS2 /DP					
	Price Description: Delivered/Open Market								
3.25	UMFR4240	Unite Mono Fabric Panel,Standard Base Raceway,42Wx40"H	2	\$508.00	\$1,016.00	57.500	\$215.90	\$431.80	
		Top Cap Finish Color Panel Fabric Side 1 PV1 Fabric HOPSCOTCH Panel Fabric Side 2 PV1 Fabric HOPSCOTCH Electrical Code	Flat trim (std) Wet Sand Pallas Vertical Fabric Grade PV1 HOPSCOTCH SMOKEY TAUPE Pallas Vertical Fabric Grade PV1 HOPSCOTCH SMOKEY TAUPE Domestic - with cutouts	/F /WS GRPV1 HOPSCOTCH /28.064.081.PS1 GRPV1 HOPSCOTCH /28.064.081.PS2 /DP					
	Price Description: Delivered/Open Market								
3.26	UWDC24363624-74P	Unite Diagonal 90D Corner Worksurface,74P Edge,24x36x24"W	1	\$339.00	\$339.00	57.500	\$144.08	\$144.08	
		Edge Color Grommet Option Grommet Color Laminate Color KI Laminates	Kensington Maple Grommet : Center Wet Sand grommet KI Laminates KENSINGTON MAPLE 10776-60	/EKM /C /WS Standard /LKM					
	Price Description: Delivered/Open Market								
3.27	UWR2424-74P	Unite Rectangular Worksurface,74P Edge,24x24"W	1	\$196.00	\$196.00	57.500	\$83.30	\$83.30	
		Edge Color Grommet Option Grommet Color Laminate Color KI Laminates	Kensington Maple Grommet : Center Wet Sand grommet KI Laminates KENSINGTON MAPLE 10776-60	/EKM /C /WS Standard /LKM					
	Price Description: Delivered/Open Market								
3.28	UWR2436-74P	Unite Rectangular Worksurface,74P Edge,24x36"W	2	\$233.00	\$466.00	57.500	\$99.03	\$198.06	
		Edge Color Grommet Option Grommet Color Laminate Color KI Laminates	Kensington Maple Grommet : Center Wet Sand grommet KI Laminates KENSINGTON MAPLE 10776-60	/EKM /C /WS Standard /LKM					
	Price Description: Delivered/Open Market								

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
3.29	UWR2442-74P	Unite Rectangular Worksurface,74P Edge,24x42"W	2	\$271.00	\$542.00	57.500	\$115.18	\$230.36	
		Edge Color Grommet Option Grommet Color Laminate Color KI Laminates		Kensington Maple Grommet : Center Wet Sand grommet KI Laminates KENSINGTON MAPLE 10776-60	/EKM /C /WS Standard /LKM				
		Price Description: Delivered/Open Market							
3.30	UWTR1624-74P	Unite Countertop,40H Panel,74P Edge,24W"	1	\$285.00	\$285.00	57.500	\$121.13	\$121.13	
		Surface Finish KI Laminates Finish Color Notch Location Edge Color		KI Laminates KENSINGTON MAPLE 10776-60 Wet Sand Standard top, no notch Kensington Maple	Standard /LKM /WS /NN /EKM				
		Price Description: Delivered/Open Market							
3.31	UWTR1636-74P	Unite Countertop,40H Panel,74P Edge,36W"	1	\$335.00	\$335.00	57.500	\$142.38	\$142.38	
		Surface Finish KI Laminates Finish Color Notch Location Edge Color		KI Laminates KENSINGTON MAPLE 10776-60 Wet Sand Standard top, no notch Kensington Maple	Standard /LKM /WS /NN /EKM				
		Price Description: Delivered/Open Market							
3.32	UWTR1642-74P	Unite Countertop,40H Panel,74P Edge,42W"	2	\$364.00	\$728.00	57.500	\$154.70	\$309.40	
		Surface Finish KI Laminates Finish Color Notch Location Edge Color		KI Laminates KENSINGTON MAPLE 10776-60 Wet Sand Standard top, no notch Kensington Maple	Standard /LKM /WS /NN /EKM				
		Price Description: Delivered/Open Market							
3.33	UWTR321636-74P	Unite Countertop,32H Panel,74P Edge,36W"	1	\$346.00	\$346.00	57.500	\$147.05	\$147.05	
		Surface Finish KI Laminates Finish Color Notch Location Edge Color		KI Laminates KENSINGTON MAPLE 10776-60 Wet Sand Right side notch Kensington Maple	Standard /LKM /WS /RN /EKM				
		Price Description: Delivered/Open Market							
3.34	UWTRC1636-74P	Unite Corner Countertop,40H Panel,74P Edge,36W"	1	\$797.00	\$797.00	57.500	\$338.73	\$338.73	
		Surface Finish KI Laminates Finish Color Notch Location Edge Color		KI Laminates KENSINGTON MAPLE 10776-60 Wet Sand Left side notch Kensington Maple	Standard /LKM /WS /LN /EKM				
		Price Description: Delivered/Open Market							
3.35	UET6WW.24	Unite Rigid Wireway,10-Wire System,6 Circuit,24"W Panel	1	\$92.00	\$92.00	57.500	\$39.10	\$39.10	
		Price Description: Delivered/Open Market							
3.36	UET6PJINT	Unite Intersection Panel Jumper,6 Circuit,16"L	1	\$52.00	\$52.00	57.500	\$22.10	\$22.10	
		Price Description: Delivered/Open Market							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
3.37	UET6PJNL	Unite Inline Panel Jumper,6 Circuit,12"L	4	\$47.00	\$188.00	57.500	\$19.98	\$79.92	
									
		Price Description: Delivered/Open Market							
Tag 1								WorkGroup Product Subtotal	\$7,634.59
207-ADMIN ASST.									
Tag 1									
208-OPEN OFFICE									
4.1	46.2880.1.BL	15-Amp Duplex Receptacle for Raceway Use: 6 Circuit, Circuit 1	21	\$20.00	\$420.00	57.500	\$8.50	\$178.50	
									
		Price Description: Delivered/Open Market							
4.2	46.2880.2.BL	15-Amp Duplex Receptacle for Raceway Use: 6 Circuit, Circuit 2	23	\$20.00	\$460.00	57.500	\$8.50	\$195.50	
									
		Price Description: Delivered/Open Market							
4.3	46.2880.3.BL	15-Amp Duplex Receptacle for Raceway Use: 6 Circuit, Circuit 3	16	\$20.00	\$320.00	57.500	\$8.50	\$136.00	
									
		Price Description: Delivered/Open Market							
4.4	49.0245.TJ	810 Jumper 18-1/2"	8	\$80.00	\$640.00	57.500	\$34.00	\$272.00	
									
		Price Description: Delivered/Open Market							
4.5	CZBCT60	CZ Cable Tray Assembly 52" Long	14	\$201.00	\$2,814.00	57.500	\$85.43	\$1,196.02	
		Paint Color Wet Sand /WS							
		Price Description: Delivered/Open Market							
4.6	CZBDA484872/S	CZ 48" Dual-Sided Adder Telescopic Beam Frame 48-72",Slider	7	\$677.00	\$4,739.00	57.500	\$287.73	\$2,014.11	
		Paint Color Wet Sand /WS Glide Color White /GWH							
		Price Description: Delivered/Open Market							
4.7	CZBDACR	CZ Dual Adder Leg Cable Riser	7	\$169.00	\$1,183.00	57.500	\$71.83	\$502.81	
		Paint Color Wet Sand /WS							
		Price Description: Delivered/Open Market							
4.8	CZBDS484872/S	CZ 48" Dual-Sided Stndalone/Starter Telescopic Beam Frame 48-72",Slider	7	\$928.00	\$6,496.00	57.500	\$394.40	\$2,760.80	
		Paint Color Wet Sand /WS Glide Color White /GWH							
		Price Description: Delivered/Open Market							

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Line	Model	Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
4.9	CZBFF 	8	\$169.00	\$1,352.00	57.500	\$71.83	\$574.64	
	CZ Floor Infeed Paint Color Cottonwood .CO							
	Price Description: Delivered/Open Market							
4.10	CZBSA244872/F 	1	\$388.00	\$388.00	57.500	\$164.90	\$164.90	
	CZ 24" Single-Sided Adder Telescopic Beam Frame 48-72", Fixed Paint Color Glide Color Wet Sand White				/WS /GWH			
	Price Description: Delivered/Open Market							
4.11	CZBSS244872/F 	1	\$561.00	\$561.00	57.500	\$238.43	\$238.43	
	CZ 24" Single-Sided Stndalone/Starter Telescopic Beam Frame 48-72", Fixed Paint Color Glide Color Wet Sand White				/WS /GWH			
	Price Description: Delivered/Open Market							
4.12	CZBWR2460S1MP-74P 	2	\$683.00	\$1,366.00	57.500	\$290.28	\$580.56	
	CZ 24" Deep Rect. Wrksrfc, Single Sided, Powered/w Mod Pnl, 24x60, 74P Edge Grommet Location Grommet Color Surface Finish KI Laminates Edge Color Modesty Panel Color				/C /GWG Standard /LKM /EKM /SX			
	Price Description: Delivered/Open Market							
4.13	CZBWR2460S2-74P 	14	\$983.00	\$13,762.00	57.500	\$417.78	\$5,848.92	
	CZ 24" Deep Rect. Wrksrfc, Dual Sided, Powered, 24x60, 74P Edge Grommet Location Grommet Color Edge Color Surface Finish KI Laminates Paint Color				/C /GWG /EKM Standard /LKM /WS			
	Price Description: Delivered/Open Market							
4.14	CZPDS24MBF 	30	\$340.00	\$10,200.00	57.500	\$144.50	\$4,335.00	
	CZ Mobile Ped, Steel Shell, Steel Drawer, Box/File, 24" Nominal Depth Paint Color Drawer Paint Color Key Option Pull Style				/WS /FSX /NLC /CZP			
	Price Description: Delivered/Open Market							
4.15	SIFTAA 	28	\$803.00	\$22,484.00	57.500	\$341.28	\$9,555.84	
	Sift Task 4D Adjustable T-Arm Chair, Mesh Base Finish FR/NFR Option Casters				/P /NFR /S			
	Price Description: Delivered/Open Market							
4.16	S15619488 	7	\$816.00	\$5,712.00	57.500	\$346.80	\$2,477.60	
	Special CZBPSAT6013/1 CZ Wrksrfc Privacy Screen Magnetic, 13"H, w/Tool Rail, Acrylic, No Intersection, 60x13" Screen Acrylic Special Acrylic Privacy Screen Location Paint Color End Cap Color				S2 /AWH /DAD /SX /CSX /S15619488			
	Price Description: Delivered/Open Market							
					Set-up Fee One Time Chg	50.00		

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
4.17	S15619487	Special CZBPSAT6013/1 CZ Wrksrf Privacy Screen Magnetic, 13"H,w/Tool Rail,Acrylic,No Intersection,60x13" Screen Acrylic Special Acrylic Privacy Screen Location Paint Color End Cap Color	7	\$816.00	\$5,712.00	57.500	\$346.80	\$2,477.60	
	No Image Available	Special Acrylic White Marker Board Double Starter Starlight Silver Metallic Starlight Silver Magnetic Capability on Marker Board Per order net upcharge			S2 /AWH /DST /SX /CSX /S15619487 Set-up Fee		One Time Chg 50.00		
4.18	S15619489	Special CZBPSAT6013/1 CZ Wrksrf Privacy Screen Magnetic, 13"H,w/Tool Rail,Acrylic,No Intersection,60x13" Screen Acrylic Special Acrylic Privacy Screen Location Paint Color End Cap Color	1	\$816.00	\$816.00	57.500	\$346.80	\$396.80	
	No Image Available	Special Acrylic White Marker Board Single Starter Starlight Silver Metallic Starlight Silver Magnetic Capability for Marker Board Per order net upcharge			S2 /AWH /SST /SX /CSX /S15619489 Set-up Fee		One Time Chg 50.00		
4.19	S15619491	Special CZBPSAT6013/1 CZ Wrksrf Privacy Screen Magnetic, 13"H,w/Tool Rail,Acrylic,No Intersection,60x13" Screen Acrylic Special Acrylic Privacy Screen Location Paint Color End Cap Color	1	\$816.00	\$816.00	57.500	\$346.80	\$396.80	
	No Image Available	Special Acrylic White Marker Board Single Adder Starlight Silver Metallic Starlight Silver Magnetic Capability for Marker Board Per order net upcharge			S2 /AWH /SAD /SX /CSX /S15619491 Set-up Fee		One Time Chg 50.00		
Tag 1 208-OPEN OFFICE								WorkGroup Product Subtotal	\$34,302.83
Tag 1 209-SMALL CONFERENCE									
5.1	ENNRC2472-73P	Enlite Rectangular,Nesting,3/4"Top,73P Edge,24x72" KI Laminates KI Laminates Base Option End Panel End Panel Finsh/Perforated Enlite Leg Finish Colors Edge Color Price Description: Delivered/Open Market	4	\$1,186.00	\$4,744.00	57.500	\$504.05	\$2,016.20	
		KI Laminates KENSINGTON MAPLE 10776-60 4 casters Perforated Wet Sand Chrome Kensington Maple edge			Standard /LKM /4EC /P /PSWS /CH /EKM				
5.2	SNNAU	Strive Nesting Armless Chair,Uphol Seat Frame Color Upholstery Grade/Color Upholstery Grade/Color P1 Pallas Fabric GRILL CLOTH Caster Option Poly Seat & Back Color Poly Seat & Back Color Price Description: Delivered/Open Market	12	\$571.00	\$6,852.00	57.500	\$242.68	\$2,912.16	
		Chrome Compliance to TB 133 Pallas Fabric Group P1 GRILL CLOTH STONE TWEED Carpet casters (black only) No Fire Retardant Wet Sand			/CH /FR GRPP1 GRILL CLOTH /27.197.021.P /C -NFR /PWS				
Tag 1 209-SMALL CONFERENCE								WorkGroup Product Subtotal	\$4,928.36

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
Tag 1									
210-ASST. MANAGER									
6.1	PRDS36/UN/LB	Unite Universal Overhead w/Steel Door,Load Bar Mount,36"W	2	\$533.00	\$1,066.00	57.500	\$226.53	\$453.06	
		Overhead Assembly Overhead Paint Color Selection Key Option		Unassembled Wet Sand paint, Sand plastic trim No lock core	/U /WS/HSA /NLC				
		Price Description: Delivered/Open Market							
6.2	PTBO3620	Overhead Tackboard,20"H,36"W	2	\$257.00	\$514.00	57.500	\$109.23	\$218.46	
		Mounting Option Tackboard Fabric PV1 Fabric ION Trim Color		Load bar mounted Pallas Vertical Fabric Grade PV1 ION CURIO Sand	/YLBM GRPV1 ION /28.063.041.P /SA				
		Price Description: Delivered/Open Market							
6.3	S7L/334FBK	Type "K" Folder Bars,Front-to-Back	4	\$15.00	\$60.00	57.500	\$6.38	\$25.52	
									
		Price Description: Delivered/Open Market							
6.4	S7L/362402D	700 Series Files Lat. File,2H-36Wx18Dx27"H	1	\$368.00	\$368.00	57.500	\$368.90	\$368.90	
		Pull Options Unit Color Counterbalance Option Key Option		Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core	/CLSC /SX -NOCBW /NLC				
		Price Description: Delivered/Open Market							
6.5	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh	1	\$759.00	\$759.00	57.500	\$322.58	\$322.58	
		Base Finish FR/NFR Option Casters		Plastic base Compliance to TB 117-2013 Carpet casters	/P /NFR /C				
		Price Description: Delivered/Open Market							
6.6	SSNAUB	Strive Sled Base Armless Chair,UpH Seat/Back	2	\$501.00	\$1,002.00	57.500	\$212.93	\$425.86	
		Upholstery Grade/Color Upholstery Grade/Color P1 Pallas Fabric FLAME Frame Color Glide Option Poly Seat & Back Color Poly Seat & Back Color		Compliance to TB 133 Pallas Fabric Group P1 FLAME ALABASTER Chrome Stainless steel glide No Fire Retardant Wet Sand	/FR GRPP1 FLAME /27.219.132.P /CH /GSS -NFR /PWS				
		Price Description: Delivered/Open Market							
6.7	SWLB.72	Wall Mounted Load Bar,72"W	2	\$163.00	\$326.00	57.500	\$69.28	\$138.56	
		Paint Color		Sand	.SA				
		Price Description: Delivered/Open Market							

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Line	Model	Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
6.8	TE3072-74P	1	\$1,805.00	\$1,805.00	57.500	\$767.13	\$767.13	
	 True Bow Front 30x72"W,74P Edge Full Modesty Panel Only Two Full End Panels Only No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Price Description: Delivered/Open Market	Full modesty panel only Two full end panels only No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	-F -S -NCG /TTR Standard /LKM /EKM /BTR /WS					
6.9	TLT5.24	2	\$72.00	\$144.00	57.500	\$30.60	\$61.20	
	 Universal Shelf/Cabinet Task Light,24"W,For 30 & 36" Overhead Price Description: Delivered/Open Market							
6.10	TR2448/P-74P	1	\$1,100.00	\$1,100.00	57.500	\$467.50	\$467.50	
	 True Rect. 24x48"W,Prümd,74P Edge Transition End Panels No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Price Description: Delivered/Open Market	Two transitional end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/B -NCG /TTR Standard /LKM /EKM /BTR /WS					
6.11	TR2472/P-74P	1	\$1,369.00	\$1,369.00	57.500	\$581.83	\$581.83	
	 True Rect. 24x72"W,Prümd,74P Edge Transition End Panels Grommet Option Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Price Description: Delivered/Open Market	Two full end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/S -NCG /TTR Standard /LKM /EKM /BTR /WS					
6.12	UP20MBBF	1	\$681.00	\$681.00	57.500	\$289.43	\$289.43	
	 U-Series Mobile Pedestal,Box/Box/File,20" Nominal Depth Paint Color Key Option Pull Style Price Description: Delivered/Open Market	Starlight Silver Metallic No lock core Connection Zone Pull	/SX /NLC /CZP					
Tag 1						WorkGroup Product Subtotal	\$4,120.03	
210-ASST. MANAGER								
Tag 1								
211-PRE-TREATMENT SUP								
7.1	PRDS36/UN/LB	2	\$533.00	\$1,066.00	57.500	\$226.53	\$453.06	
	 Unite Universal Overhead w/Steel Door,Load Bar Mount,36"W Overhead Assembly Overhead Paint Color Selection Key Option Price Description: Delivered/Open Market	Unassembled Wet Sand paint, Sand plastic trim No lock core	/U /WS/HSA /NLC					

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
7.2	PTBO3620	Overhead Tackboard,20"H,36"W	2	\$257.00	\$514.00	57.500	\$109.23	\$218.46	
		Mounting Option Tackboard Fabric PV1 Fabric ION Trim Color		Load bar mounted Pallas Vertical Fabric Grade PV1 ION CURIO Sand	/YLB GRP1 ION /28.063.041.P /SA				
		Price Description: Delivered/Open Market							
7.3	S7L334FBK	Type "K" Folder Bars,Front-to-Back	4	\$15.00	\$60.00	57.500	\$6.38	\$25.52	
									
		Price Description: Delivered/Open Market							
7.4	S7L362402D	700 Series Files Lat. File,2H-36Wx18Dx27"H	1	\$868.00	\$868.00	57.500	\$368.90	\$368.90	
		Pull Options Unit Color Counterbalance Option Key Option		Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core	/CLSC /SX -NOCBW /NLC				
		Price Description: Delivered/Open Market							
7.5	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh	1	\$759.00	\$759.00	57.500	\$322.58	\$322.58	
		Base Finish FR/NFR Option Casters		Plastic base Compliance to TB 117-2013 Carpet casters	/P /NFR /C				
		Price Description: Delivered/Open Market							
7.6	SSNAUB	Strive Sled Base Armless Chair, Uph Seat/Back	2	\$501.00	\$1,002.00	57.500	\$212.93	\$425.86	
		Upholstery Grade/Color Upholstery Grade/Color P1 Pallas Fabric FLAME Frame Color Glide Option Poly Seat & Back Color Poly Seat & Back Color		Compliance to TB 133 Pallas Fabric Group P1 FLAME ALABASTER Chrome Stainless steel glide No Fire Retardant Wet Sand	/FR GRPP1 FLAME /27.219.132.P /CH /GSS -NFR /PWS				
		Price Description: Delivered/Open Market							
7.7	SWLB.72	Wall Mounted Load Bar,72"W	1	\$163.00	\$163.00	57.500	\$69.28	\$69.28	
		Paint Color		Sand	.SA				
		Price Description: Delivered/Open Market							
7.8	TE3072-74P	True Bow Front 30x72"W,74P Edge	1	\$1,805.00	\$1,805.00	57.500	\$767.13	\$767.13	
		Full Modesty Panel Only Two Full End Panels Only No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color		Full modesty panel only Two full end panels only No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	-F -S -NCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
7.9	TLT5.24	Universal Shelf/Cabinet Task Light, 24"W, For 30 & 36" Overhead 	2	\$72.00	\$144.00	57.500	\$30.60	\$61.20	
		Price Description: Delivered/Open Market							
7.10	TR2448/P-74P	True Rect. 24x48"W, Prtlmd, 74P Edge 	1	\$1,100.00	\$1,100.00	57.500	\$467.50	\$467.50	
		Transition End Panels		Two transitional end panels		/B			
		No Worksurface Center Grommet		No center grommet		-NCG			
		Worksurface Grommet Color		Translucent		/TTR			
		Surface Finish		KI Laminates		Standard			
		KI Laminates		KENSINGTON MAPLE 10776-60		/LKM			
		Worksurface Edge Color		Kensington Maple edge		/EKM			
		Frame Grommet Color		Translucent grommet		/BTR			
		Desk Color		Wet Sand		/WS			
		Price Description: Delivered/Open Market							
7.11	TR2472/P-74P	True Rect. 24x72"W, Prtlmd, 74P Edge 	1	\$1,369.00	\$1,369.00	57.500	\$581.83	\$581.83	
		Transition End Panels		Two full end panels		/S			
		Grommet Option		No center grommet		/NCG			
		Worksurface Grommet Color		Translucent		/TTR			
		Surface Finish		KI Laminates		Standard			
		KI Laminates		KENSINGTON MAPLE 10776-60		/LKM			
		Worksurface Edge Color		Kensington Maple edge		/EKM			
		Frame Grommet Color		Translucent grommet		/BTR			
		Desk Color		Wet Sand		/WS			
		Price Description: Delivered/Open Market							
7.12	UP20MBBF	U-Series Mobile Pedestal, Box/Box/File, 20" Nominal Depth 	1	\$681.00	\$681.00	57.500	\$289.43	\$289.43	
		Paint Color		Starlight Silver Metallic		/SX			
		Key Option		No lock core		/NLC			
		Pull Style		Connection Zone Pull		/CZP			
		Price Description: Delivered/Open Market							
Tag 1								WorkGroup Product Subtotal	\$4,050.75
211-PRE-TREATMENT SUP									
Tag 1									
212-COLLECTIONS SUP									
8.1	TWEE36/U	True Privacy Scrn, 36"Wx19"H, End Mnt./End Mnt, Fabric 	2	\$314.00	\$628.00	57.500	\$133.45	\$266.90	
		Frame Color		Wet Sand		/WS			
		Privacy Screen Fabric Selection		Pallas Vertical Fabric Grade PV1		GRPV1			
		PV1 Fabric		ION		ION			
		ION		CURIO		/28.063.041.P			
		Price Description: Delivered/Open Market							
8.2	S7L/334FBK	Type "K" Folder Bars, Front-to-Back 	4	\$15.00	\$60.00	57.500	\$6.38	\$25.52	
		Price Description: Delivered/Open Market							
8.3	S7L/362402D	700 Series Files Lat. File, 2H-36Wx18Dx27"H 	1	\$868.00	\$868.00	57.500	\$368.90	\$368.90	
		Pull Options		Classic (inset pull)		/CLSC			
		Unit Color		Starlight Silver Metallic		/SX			
		Counterbalance Option		No Counterbalance		-NOCBW			
		Key Option		No lock core		/NLC			
		Price Description: Delivered/Open Market							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
8.4	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh	1	\$759.00	\$759.00	57.500	\$322.58	\$322.58	
		Base Finish FR/NFR Option Casters		Plastic base Compliance to TB 117-2013 Carpet casters	/P /NFR /C				
		Price Description: Delivered/Open Market							
8.5	SSNAUB	Strive Sled Base Armless Chair, Uph Seat/Back	2	\$501.00	\$1,002.00	57.500	\$212.93	\$425.86	
		Upholstery Grade/Color Upholstery Grade/Color P1 Pallas Fabric FLAME Frame Color Glide Option Poly Seat & Back Color Poly Seat & Back Color		Compliance to TB 133 Pallas Fabric Group P1 FLAME ALABASTER Chrome Stainless steel glide No Fire Retardant Wet Sand	/FR GRPP1 FLAME /27.219.132.P /CH /GSS -NFR /PWS				
		Price Description: Delivered/Open Market							
8.6	TE3072-74P	True Bow Front 30x72"W, 74P Edge	1	\$1,805.00	\$1,805.00	57.500	\$767.13	\$767.13	
		Full Modesty Panel Only Two Full End Panels Only No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color		Full modesty panel only Two full end panels only No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	-F -S -NCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							
8.7	TR2448/P-74P	True Rect. 24x48"W, Prtlmd, 74P Edge	1	\$1,100.00	\$1,100.00	57.500	\$467.50	\$467.50	
		Transition End Panels No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color		Two transitional end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/B -NCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							
8.8	TR2472/P-74P	True Rect. 24x72"W, Prtlmd, 74P Edge	1	\$1,369.00	\$1,369.00	57.500	\$581.83	\$581.83	
		Transition End Panels Grommet Option Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color		Two full end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/S /NCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							
8.9	UP20MBBF	U-Series Mobile Pedestal, Box/Box/File, 20" Nominal Depth	1	\$681.00	\$681.00	57.500	\$289.43	\$289.43	
		Paint Color Key Option Pull Style		Starlight Silver Metallic No lock core Connection Zone Pull	/SX /NLC /CZP				
		Price Description: Delivered/Open Market							
Tag 1								WorkGroup Product Subtotal	\$3,515.65
212-COLLECTIONS SUP									

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Line	Model	Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
Tag 1								
213-COLLECTIONS SUP								
9.1	TWEE36/U	2	\$314.00	\$628.00	57.500	\$133.45	\$266.90	
	 True Privacy Scrn,36"Wx19"H,End Mnt./End Mnt,Fabric Frame Color Wet Sand /WS Privacy Screen Fabric Selection Pallas Vertical Fabric Grade PV1 GRPV1 PV1 Fabric ION ION ION CURIO /28.063.041.P Price Description: Delivered/Open Market							
9.2	S7L/334FBK	4	\$15.00	\$60.00	57.500	\$6.38	\$25.52	
	 Type "K" Folder Bars,Front-to-Back Price Description: Delivered/Open Market							
9.3	S7L/362402D	1	\$868.00	\$868.00	57.500	\$368.90	\$368.90	
	 700 Series Files Lat. File,2H-36Wx18Dx27"H Pull Options Classic (inset pull) /CLSC Unit Color Starlight Silver Metallic /SX Counterbalance Option No Counterbalance -NOCBW Key Option No lock core /NLC Price Description: Delivered/Open Market							
9.4	SIFTAA	1	\$803.00	\$803.00	57.500	\$341.28	\$341.28	
	 Sift Task 4D Adjustable T-Arm Chair, Mesh Base Finish Plastic base /P FR/NFR Option Compliance to TB 117-2013 /NFR Casters Hard floor casters /S Price Description: Delivered/Open Market							
9.5	SSNAUB	2	\$410.00	\$820.00	57.500	\$174.25	\$348.50	
	 Strive Sled Base Armless Chair,UpH Seat/Back Upholstery Grade/Color Compliance to TB 117-2013 /NFR Upholstery Grade/Color Pallas Fabric Group P1 GRPP1 P1 Pallas Fabric FLAME FLAME FLAME ALABASTER /27.219.132.P Frame Color Chrome /CH Glide Option Stainless steel glide /GSS Poly Seat & Back Color No Fire Retardant -NFR Poly Seat & Back Color Wet Sand /PWS Price Description: Delivered/Open Market							
9.6	TE3072-74P	1	\$1,805.00	\$1,805.00	57.500	\$767.13	\$767.13	
	 True Bow Front 30x72"W,74P Edge Full Modesty Panel Only Full modesty panel only -F Two Full End Panels Only Two full end panels only -S No Worksurface Center Grommet No center grommet -NCG Worksurface Grommet Color Translucent /TTR Surface Finish KI Laminates Standard KI Laminates KENSINGTON MAPLE 10776-60 /LKM Worksurface Edge Color Kensington Maple edge /EKM Frame Grommet Color Translucent grommet /BTR Desk Color Wet Sand /WS Price Description: Delivered/Open Market							

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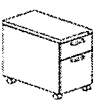
Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
9.7	TR2448/P-74P	True Rect. 24x48"W,Prtlmd,74P Edge	1	\$1,100.00	\$1,100.00	57.500	\$467.50	\$467.50	
		Transition End Panels No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Price Description: Delivered/Open Market	Two transitional end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/B -NCG /TTR Standard /LKM /EKM /BTR /WS					
9.8	TR2472/P-74P	True Rect. 24x72"W,Prtlmd,74P Edge	1	\$1,369.00	\$1,369.00	57.500	\$581.83	\$581.83	
		Transition End Panels Grommet Option Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Price Description: Delivered/Open Market	Two full end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/S -NCG /TTR Standard /LKM /EKM /BTR /WS					
9.9	UP20MBBF	U-Series Mobile Pedestal, Box/Box/File, 20" Nominal Depth	1	\$681.00	\$681.00	57.500	\$289.43	\$289.43	
		Paint Color Key Option Pull Style Price Description: Delivered/Open Market	Starlight Silver Metallic No lock core U-Series Pull (Standard)	/SX /NLC /USP					
Tag 1							WorkGroup Product Subtotal	\$3,456.99	
213-COLLECTIONS SUP									
Tag 1									
214- SR. TECH									
10.1	CZBPSAT5413/1	CZ Wrksrfc Privacy Screen, 13"H,w/Tool Rail,Acrylic,No Intersection,54x13"	2	\$707.00	\$1,414.00	57.500	\$300.48	\$600.96	
		Screen Acrylic Special Acrylic Privacy Screen Location Paint Color End Cap Color Price Description: Delivered/Open Market	Special Acrylic White Marker Board Single Starter Starlight Silver Metallic Starlight Silver	/S2 /AWH /SST /SX /CSX					
10.2	CZBPSAT5413/1	CZ Wrksrfc Privacy Screen, 13"H,w/Tool Rail,Acrylic,No Intersection,54x13"	2	\$707.00	\$1,414.00	57.500	\$300.48	\$600.96	
		Screen Acrylic Special Acrylic Privacy Screen Location Paint Color End Cap Color Price Description: Delivered/Open Market	Special Acrylic White Marker Board Single Adder Starlight Silver Metallic Starlight Silver	/S2 /AWH /SAD /SX /CSX					
10.3	CZBSS244872/F	CZ 24" Single-Sided Stndalone/Starter Telescopic Beam Frame 48-72",Fixed	4	\$561.00	\$2,244.00	57.500	\$238.43	\$953.72	
		Paint Color Glide Color Price Description: Delivered/Open Market	Wet Sand White	/WS /GWH					

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Line	Model	Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
10.4	CZBWR24541NM-74P 	4	\$316.00	\$1,264.00	57.500	\$134.30	\$537.20	
	CZ 24" Deep Rect. Wrksrf, Single Sided, Nopower/no Mod Pnl, 24x54, 74P Edge Grommet Location Grommet : Center /C Grommet Color Warm Grey grommet /GWG Surface Finish KI Laminates Standard KI Laminates KENSINGTON MAPLE 10776-60 /LKM Edge Color Kensington Maple edge /EKM Price Description: Delivered/Open Market							
10.5	CZPDS24MBF 	4	\$340.00	\$1,360.00	57.500	\$144.50	\$578.00	
	CZ Mobile Ped, Steel Shell, Steel Drawer, Box/File, 24" Nominal Depth Paint Color Wet Sand /WS Drawer Paint Color Starlight Silver Metallic /FSX Key Option No lock core /NLC Pull Style Connection Zone Pull /CZP Price Description: Delivered/Open Market							
10.6	SIFTAA 	4	\$803.00	\$3,212.00	57.500	\$341.28	\$1,365.12	
	Sift Task 4D Adjustable T-Arm Chair, Mesh Base Finish Plastic base /P FR/NFR Option Compliance to TB 117-2013 /NFR Casters Hard floor casters /S Price Description: Delivered/Open Market							
Tag 1 214- SR. TECH							WorkGroup Product Subtotal	\$4,635.96
Tag 1 215-UNASSIGNED								
11.2	CZBPSAT5413/1 	2	\$707.00	\$1,414.00	57.500	\$300.48	\$600.96	
	CZ Wrksrf Privacy Screen, 13"H, w/Tool Rail, Acrylic, No Intersection, 54x13" Screen Acrylic Special Acrylic S2 Special Acrylic White Marker Board /AWH Privacy Screen Location Single Adder /SAD Paint Color Starlight Silver Metallic /SX End Cap Color Starlight Silver /CSX Price Description: Delivered/Open Market							
11.3	CZBPSAT5413/1 	2	\$707.00	\$1,414.00	57.500	\$300.48	\$600.96	
	CZ Wrksrf Privacy Screen, 13"H, w/Tool Rail, Acrylic, No Intersection, 54x13" Screen Acrylic Special Acrylic S2 Special Acrylic White Marker Board /AWH Privacy Screen Location Single Starter /SST Paint Color Starlight Silver Metallic /SX End Cap Color Starlight Silver /CSX Price Description: Delivered/Open Market							
11.4	CZBSS244872/F 	4	\$561.00	\$2,244.00	57.500	\$238.43	\$953.72	
	CZ 24" Single-Sided Stndalone/Starter Telescopic Beam Frame 48-72", Fixed Paint Color Wet Sand /WS Glide Color White /GWH Price Description: Delivered/Open Market							
11.5	CZBWR24541NM-74P 	4	\$316.00	\$1,264.00	57.500	\$134.30	\$537.20	
	CZ 24" Deep Rect. Wrksrf, Single Sided, Nopower/no Mod Pnl, 24x54, 74P Edge Grommet Location Grommet : Center /C Grommet Color Warm Grey grommet /GWG Surface Finish KI Laminates Standard KI Laminates KENSINGTON MAPLE 10776-60 /LKM Edge Color Kensington Maple edge /EKM Price Description: Delivered/Open Market							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
11.6	CZPDS24MBF	CZ Mobile Ped,Steel Shell, Steel Drawer,Box/File, 24" Nominal  Depth Paint Color Drawer Paint Color Key Option Pull Style Price Description: Delivered/Open Market	4	\$340.00	\$1,360.00	57.500	\$144.50	\$578.00	
		Wet Sand Starlight Silver Metallic No lock core Connection Zone Pull			/WS /FSX /NLC /CZP				
11.7	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh  Base Finish FR/NFR Option Casters Price Description: Delivered/Open Market	4	\$803.00	\$3,212.00	57.500	\$341.28	\$1,365.12	
		Plastic base Compliance to TB 117-2013 Hard floor casters			/P /NFR /S				
Tag 1 215-UNASSIGNED Tag 1 216-LIBRARY FILE								WorkGroup Product Subtotal	\$4,635.96
12.1	S7B/3625515	700 Series Files Bookcase-36Wx28Hx15"D-1 Adj Shelf  Unit Color Wet Sand Price Description: Delivered/Open Market	2	\$520.00	\$1,040.00	57.500	\$221.00	\$442.00	
					/WS				
12.2	S7L/334FBK	Type "K" Folder Bars,Front-to-Back  Price Description: Delivered/Open Market	104	\$15.00	\$1,560.00	57.500	\$6.38	\$663.52	
12.3	S7L/363603D	700 Series Files Lat. File,3H-36Wx18Dx39-1/4"H  Pull Options Unit Color Counterbalance Option Key Option Price Description: Delivered/Open Market	6	\$1,171.00	\$7,026.00	57.500	\$497.68	\$2,986.08	
		Classic (inset pull) Wet Sand No Counterbalance No lock core			/CLSC /WS -NOCBW /NLC				
12.4	S7L/366155D	700 Series Files Lat. File,5H-36Wx18Dx65-9/32"H  Pull Options Unit Color Counterbalance Option Key Option Price Description: Delivered/Open Market	4	\$1,769.00	\$7,076.00	57.500	\$751.83	\$3,007.32	
		Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core			/CLSC /SX -NOCBW /NLC				
12.5	S7L/36615HD	700 Series Files Cabinet-3 Shelves-36Wx18Dx65-9/32"H  Pull Options Unit Color Key Option Price Description: Delivered/Open Market	2	\$1,245.00	\$2,490.00	57.500	\$529.13	\$1,058.26	
		Classic (inset pull) Starlight Silver Metallic No lock core			/CLSC /SX /NLC				
12.6	S7L/426155D	700 Series Files Lat. File,5H-42Wx18Dx65-9/32"H  Pull Options Unit Color Counterbalance Option Key Option Price Description: Delivered/Open Market	3	\$2,002.00	\$6,006.00	57.500	\$850.85	\$2,552.55	
		Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core			/CLSC /SX -NOCBW /NLC				

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
12.7	S7L/42615HD	700 Series Files Cabinet-3 Shelves-42Wx18Dx65-9/32"H	2	\$1,423.00	\$2,846.00	57.500	\$604.78	\$1,209.56	
		Pull Options Unit Color Key Option		Classic (inset pull) Starlight Silver Metallic No lock core	/CLSC /SX /NLC				
		Price Description: Delivered/Open Market							
12.8	S7L/7218T-74P	700 Series Files File Top 18x72 74P Edge For Side By Side	1	\$393.00	\$393.00	57.500	\$167.03	\$167.03	
		Units Surface Finish KI Laminates Edge Color		KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple	Standard /LKM /TKM				
		Price Description: Delivered/Open Market							
12.9	S7L/7236T-74P	700 Series Files File Top 72x36 74P Edge For Back To Back	1	\$664.00	\$664.00	57.500	\$282.20	\$282.20	
		Units Surface Finish KI Laminates Edge Color		KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple	Standard /LKM /TKM				
		Price Description: Delivered/Open Market							
Tag 1								WorkGroup Product Subtotal	\$12,368.52
216-LIBRARY FILE									
Tag 1									
218-LARGE CONFERENCE									
13.1	ENNRC3072-73P	Enlite Rectangular,Nesting,3/4"Top,73P Edge,30x72"	12	\$1,234.00	\$14,808.00	57.500	\$524.45	\$6,293.40	
		KI Laminates KI Laminates Enlite Leg Finish Colors Base Option End Panel End Panel Finsh/Perforated Edge Color		KI Laminates KENSINGTON MAPLE 10776-60 Chrome 4 casters Perforated Wet Sand Kensington Maple edge	Standard /LKM /CH /4EC /P /PSWS /EKM				
		Price Description: Delivered/Open Market							
13.2	SNNAU	Strive Nesting Armless Chair,Uphol Seat	34	\$507.00	\$17,238.00	57.500	\$215.48	\$7,326.32	
		Frame Color Upholstery Grade/Color Upholstery Grade/Color P1 Pallas Fabric GRILL CLOTH Caster Option Poly Seat & Back Color Poly Seat & Back Color		Chrome Compliance to TB 117-2013 Pallas Fabric Group P1 GRILL CLOTH STONE TWEED Carpet casters (black only) No Fire Retardant Wet Sand	/CH /NFR GRPP1 GRILL CLOTH /27.197.021.P /C -NFR /PWS				
		Price Description: Delivered/Open Market							
Tag 1								WorkGroup Product Subtotal	\$13,619.72
218-LARGE CONFERENCE									
Tag 1									
305- OPEN OFFICE									
14.1	46.2880.1.BL	15-Amp Duplex Receptacle for Raceway Use: 6 Circuit, Circuit	21	\$20.00	\$420.00	57.500	\$8.50	\$178.50	
		1							
		Price Description: Delivered/Open Market							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
14.2	46.2880.2.BL	15-Amp Duplex Receptacle for Raceway Use: 6 Circuit, Circuit 2	21	\$20.00	\$420.00	57.500	\$8.50	\$178.50	
									
		Price Description: Delivered/Open Market							
14.3	46.2880.3.BL	15-Amp Duplex Receptacle for Raceway Use: 6 Circuit, Circuit 3	14	\$20.00	\$280.00	57.500	\$8.50	\$119.00	
									
		Price Description: Delivered/Open Market							
14.4	49.0245.TJ	810 Jumper 18-1/2"	7	\$80.00	\$560.00	57.500	\$34.00	\$238.00	
									
		Price Description: Delivered/Open Market							
14.5	CZBCT60	CZ Cable Tray Assembly 52" Long	14	\$201.00	\$2,814.00	57.500	\$85.43	\$1,196.02	
		Paint Color Wet Sand /WS							
		Price Description: Delivered/Open Market							
14.6	CZBDA484872/S	CZ 48" Dual-Sided Adder Telescopic Beam Frame 48-72", Slider	7	\$677.00	\$4,739.00	57.500	\$287.73	\$2,014.11	
		Paint Color Wet Sand /WS Glide Color White /GWH							
		Price Description: Delivered/Open Market							
14.7	CZBDACR	CZ Dual Adder Leg Cable Riser	7	\$169.00	\$1,183.00	57.500	\$71.83	\$502.81	
		Paint Color Wet Sand /WS							
		Price Description: Delivered/Open Market							
14.8	CZBDS484872/S	CZ 48" Dual-Sided Standalone/Starter Telescopic Beam Frame 48-72", Slider	7	\$928.00	\$6,496.00	57.500	\$394.40	\$2,760.80	
		Paint Color Wet Sand /WS Glide Color White /GWH							
		Price Description: Delivered/Open Market							
14.9	CZBFF	CZ Floor Infeed	7	\$169.00	\$1,183.00	57.500	\$71.83	\$502.81	
		Paint Color Cottonwood /CO							
		Price Description: Delivered/Open Market							
14.10	S15619488	Special CZBPSAT6013/1 CZ Wrksfc Privacy Screen Magnetic, 13"H,w/Tool Rail,Acrylic,No Intersection,60x13"	7	\$816.00	\$5,712.00	57.500	\$346.80	\$2,477.60	
	No Image Available	Screen Acrylic Special Acrylic Privacy Screen Location Paint Color End Cap Color							
		Special Acrylic White Marker Board Double Adder Starlight Silver Metallic Starlight Silver Magnetic Capability on White Marker Board Per order net upcharge							
		S2 /AWH /DAD /SX /CSX /S15619488 Set-up Fee One Time Chg 50.00							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
14.20	UEOR40	Unite End-Of-Run Condition,40"H	2	\$52.00	\$104.00	57.500	\$22.10	\$44.20	
		Finish Color Wet Sand /WS							
		Price Description: Delivered/Open Market							
14.21	UET6PJNL	Unite Inline Panel Jumper,6 Circuit,12"L	2	\$47.00	\$94.00	57.500	\$19.98	\$39.96	
		Price Description: Delivered/Open Market							
14.22	UET6PJINT	Unite Intersection Panel Jumper,6 Circuit,16"L	1	\$22.00	\$22.00	57.500	\$22.10	\$22.10	
		Price Description: Delivered/Open Market							
14.23	UET6RBFU	Unite Base Infeed w/Bezel,Standard Base,6 Circuit	1	\$147.00	\$147.00	57.500	\$62.48	\$62.48	
		Bezel Color Light Tone /LG							
		Price Description: Delivered/Open Market							
14.24	UET6RRC.1	Unite 15 Amp Duplx Receptacle w/Bezel,Racewy,6 Circuit,Cir 1	3	\$27.00	\$81.00	57.500	\$11.48	\$34.44	
		Standard Trim Finishes Light Tone /LG							
		Price Description: Delivered/Open Market							
14.25	UET6RRC.2	Unite 15 Amp Duplx Receptacle w/Bezel,Racewy,6 Circuit,Cir 2	3	\$27.00	\$81.00	57.500	\$11.48	\$34.44	
		Standard Trim Finishes Light Tone /LG							
		Price Description: Delivered/Open Market							
14.26	UET6RRC.3	Unite 15 Amp Duplx Receptacle w/Bezel,Racewy,6 Circuit,Cir 3	1	\$27.00	\$27.00	57.500	\$11.48	\$11.48	
		Standard Trim Finishes Light Tone /LG							
		Price Description: Delivered/Open Market							
14.27	UET6WW.48	Unite Rigid Wireway,10-Wire System,6 Circuit,48"W Panel	4	\$108.00	\$432.00	57.500	\$45.90	\$183.60	
		Price Description: Delivered/Open Market							
14.28	UMFR4840	Unite Mono Fabric Panel,Standard Base Raceway,48Wx40"H	4	\$527.00	\$2,108.00	57.500	\$223.98	\$895.92	
		Top Cap Flat trim (std) /F							
		Finish Color Wet Sand /WS							
		Panel Fabric Side 1 Pallas Vertical Fabric Grade PV1 GRPV1							
		PV1 Fabric HOPSCOTCH HOPSCOTCH							
		HOPSCOTCH SMOKEY TAUPE /28.064.081.PS1							
		Panel Fabric Side 2 Pallas Vertical Fabric Grade PV1 GRPV1							
		PV1 Fabric HOPSCOTCH HOPSCOTCH							
		HOPSCOTCH SMOKEY TAUPE /28.064.081.PS2							
		Electrical Code Domestic - with cutouts /DP							
		Price Description: Delivered/Open Market							

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Line	Model	Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
14.29	UMFT2440	2	\$363.00	\$726.00	57.500	\$154.28	\$308.56	
	 Unite Mono Fabric Panel, Tile-To-Floor, 24Wx40"H Top Cap Electrical Code Finish Color Panel Fabric Side 1 PV1 Fabric HOPSCOTCH Panel Fabric Side 2 PV1 Fabric HOPSCOTCH Price Description: Delivered/Open Market		Flat trim (std) Domestic - with cutouts Wet Sand Pallas Vertical Fabric Grade PV1 HOPSCOTCH SMOKEY TAUPE Pallas Vertical Fabric Grade PV1 HOPSCOTCH SMOKEY TAUPE	/F /DP /WS GRPV1 HOPSCOTCH /28.064.081.PS1 GRPV1 HOPSCOTCH /28.064.081.PS2				
14.30	UP24WBBF	1	\$471.00	\$471.00	57.500	\$200.18	\$200.18	
	 U-Series Worksurface Supporting Pedestal, Box/Box/File, 22" Nominal Deep Paint Color Bracket Key Option Pull Style Price Description: Delivered/Open Market		Starlight Silver Metallic No Bracket No lock core Connection Zone Pull	/SX /NB /NLC /CZP				
14.31	USPLPL	2	\$7.00	\$14.00	57.500	\$2.98	\$5.96	
	 Unite Splice Plate, For 24 & 30" Deep Worksurfaces Price Description: Delivered/Open Market							
14.32	UWDC24484824-74P	1	\$466.00	\$466.00	57.500	\$198.05	\$198.05	
	 Unite Diagonal 90D Corner Worksurface, 74P Edge, 24x48x24"W Edge Color Grommet Option Grommet Color Laminate Color KI Laminates Price Description: Delivered/Open Market		Kensington Maple Grommet : Center Wet Sand grommet KI Laminates KENSINGTON MAPLE 10776-60	/EKM /C /WS Standard /LKM				
14.33	UWR2448-74P	2	\$291.00	\$582.00	57.500	\$123.68	\$247.36	
	 Unite Rectangular Worksurface, 74P Edge, 24x48"W Edge Color Grommet Option Grommet Color Laminate Color KI Laminates Price Description: Delivered/Open Market		Kensington Maple Grommet : Center Wet Sand grommet KI Laminates KENSINGTON MAPLE 10776-60	/EKM /C /WS Standard /LKM				
14.34	UWTR1648-74P	2	\$383.00	\$766.00	57.500	\$162.78	\$325.56	
	 Unite Countertop, 40H Panel, 74P Edge, 48"W Surface Finish KI Laminates Finish Color Notch Location Edge Color Price Description: Delivered/Open Market		KI Laminates KENSINGTON MAPLE 10776-60 Wet Sand Standard top, no notch Kensington Maple	Standard /LKM /WS /NN /EKM				
Tag 1						WorkGroup Product Subtotal	\$36,309.26	
305- OPEN OFFICE								
Tag 1								
306-PLANNER								
15.1	7FB/36615/2D360B	1	\$1,653.00	\$1,653.00	57.500	\$702.53	\$702.53	
	 700 Series Files Bookcase 36"H/File 36"Wx18"Dx65-9/32"H- w/Two Adj Shelf Pull Options Unit Color Counterbalance Option Key Option Price Description: Delivered/Open Market		Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core	/CLSC /SX -NOCBW /NLC				

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
15.2	STL/334FBK	Type "K" Folder Bars,Front-to-Back 	4	\$15.00	\$60.00	57.500	\$6.38	\$25.52	
		Price Description: Delivered/Open Market							
15.3	STL/362402D	700 Series Files Lat. File,2H-36Wx18Dx27"H  Pull Options Unit Color Counterbalance Option Key Option	1	\$868.00	\$868.00	57.500	\$368.90	\$368.90	
		Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core				/CLSC /SX -NOCBW /NLC			
		Price Description: Delivered/Open Market							
15.4	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh  Base Finish FR/NFR Option Casters	1	\$759.00	\$759.00	57.500	\$322.58	\$322.58	
		Plastic base Compliance to TB 117-2013 Carpet casters				/P /NFR /C			
		Price Description: Delivered/Open Market							
15.5	SSNAUB	Strive Sled Base Armless Chair,Uph Seat/Back  Upholstery Grade/Color Upholstery Grade/Color P1 Pallas Fabric FLAME Frame Color Glide Option Poly Seat & Back Color Poly Seat & Back Color	2	\$410.00	\$820.00	57.500	\$174.25	\$348.50	
		Compliance to TB 117-2013 Pallas Fabric Group P1 FLAME ALABASTER Chrome Stainless steel glide No Fire Retardant Wet Sand				/NFR GRPP1 FLAME /27.219.132.P /CH /GSS -NFR /PWS			
		Price Description: Delivered/Open Market							
15.6	TWEE36/U	True Privacy Scrn,36"Wx19"H,End Mnt,/End Mnt,Fabric  Frame Color Privacy Screen Fabric Selection PV1 Fabric ION	2	\$314.00	\$628.00	57.500	\$133.45	\$266.90	
		Wet Sand Pallas Vertical Fabric Grade PV1 ION CURIO				/WS GRP V1 ION /28.063.041.P			
		Price Description: Delivered/Open Market							
15.7	TE3072-74P	True Bow Front 30x72"W,74P Edge  Full Modesty Panel Only Two Full End Panels Only No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color	1	\$1,805.00	\$1,805.00	57.500	\$767.13	\$767.13	
		Full modesty panel only Two full end panels only No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand				-F -S -NCG /TTR Standard /LKM /EKM /BTR /WS			
		Price Description: Delivered/Open Market							
15.8	TR2448/P-74P	True Rect. 24x48"W,Prtlmd,74P Edge  Transition End Panels No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color	1	\$1,100.00	\$1,100.00	57.500	\$467.50	\$467.50	
		Two transitional end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand				/B -NCG /TTR Standard /LKM /EKM /BTR /WS			
		Price Description: Delivered/Open Market							
15.9	TR2472/P-74P	True Rect. 24x72"W,Prtlmd,74P Edge	1	\$1,369.00	\$1,369.00	57.500	\$581.83	\$581.83	

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
		Transition End Panels Grommet Option Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color							
		Two full end panels No center grommet Translucent KI Laminates Kensington Maple edge Translucent grommet Wet Sand			/S /NCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							
15.10	UP20MBBF	U-Series Mobile Pedestal, Box/Box/File, 20" Nominal Depth	1	\$681.00	\$681.00	57.500	\$289.43	\$289.43	
		Paint Color Key Option Pull Style							
		Starlight Silver Metallic No lock core U-Series Pull (Standard)			/SX /NLC /USP				
		Price Description: Delivered/Open Market							
Tag 1							WorkGroup Product Subtotal	\$4,140.82	
306-PLANNER									
Tag 1									
307-OPERATIONS SUPER									
16.1	7FB/36615/2D360B	700 Series Files Bookcase 36"H/File 36"Wx18"Dx65-9/32"H- w/Two Adj Shelf	2	\$1,653.00	\$3,306.00	57.500	\$702.53	\$1,405.06	
		Pull Options Unit Color Counterbalance Option Key Option							
		Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core			/CLSC /SX -NOCBW /NLC				
		Price Description: Delivered/Open Market							
16.2	ENBT3660-73P	Enlite Boat Shape, Fixed Y-22 Leg, 3/4" Top, 73P Edge, 36x60x24"	1	\$1,797.00	\$1,797.00	57.500	\$763.73	\$763.73	
		Edge Color End Panel End Panel Finish/Perforated Base Option KI Laminates KI Laminates Enlite Leg Finish Colors							
		Kensington Maple edge Perforated Wet Sand 4 casters KI Laminates Kensington Maple 10776-60 Chrome			/EKM /P /PSWS /4EC Standard /LKM /CH				
		Price Description: Delivered/Open Market							
16.3	S7L/18615HWR	700 Series Files Wardrobe Cabinet w/Right Door-18Wx18Dx65- 9/32"H	1	\$941.00	\$941.00	57.500	\$399.93	\$399.93	
		Pull Options Unit Color Key Option							
		Classic (inset pull) Starlight Silver Metallic No lock core			/CLSC /SX /NLC				
		Price Description: Delivered/Open Market							
16.4	S7L/334FBK	Type "K" Folder Bars, Front-to-Back	4	\$15.00	\$60.00	57.500	\$6.38	\$25.52	
									
		Price Description: Delivered/Open Market							
16.5	S7L/362402D	700 Series Files Lat. File, 2H-36Wx18Dx27"H	1	\$868.00	\$868.00	57.500	\$368.90	\$368.90	
		Pull Options Unit Color Counterbalance Option Key Option							
		Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core			/CLSC /SX -NOCBW /NLC				
		Price Description: Delivered/Open Market							

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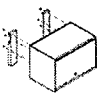
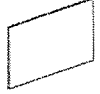
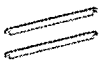
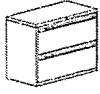
Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
16.6	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh	1	\$759.00	\$759.00	57.500	\$322.58	\$322.58	
		Base Finish FR/NFR Option Casters		Plastic base Compliance to TB 117-2013 Carpet casters	/P /NFR /C				
		Price Description: Delivered/Open Market							
16.7	SSNAUB	Strive Sled Base Armless Chair, Uph Seat/Back	6	\$410.00	\$2,460.00	57.500	\$174.25	\$1,045.50	
		Upholstery Grade/Color Upholstery Grade/Color P1 Pallas Fabric FLAME Frame Color Glide Option Poly Seat & Back Color Poly Seat & Back Color		Compliance to TB 117-2013 Pallas Fabric Group P1 FLAME ALABASTER Chrome Stainless steel glide No Fire Retardant Wet Sand	/NFR GRPP1 FLAME /27.219.132.P /CH /GSS -NFR /PWS				
		Price Description: Delivered/Open Market							
16.8	TWEE42/U	True Privcy Scrn, 42"Wx19"H, End Mnt./End Mnt, Fabric	2	\$372.00	\$744.00	57.500	\$158.10	\$316.20	
		Frame Color Privacy Screen Fabric Selection PV1 Fabric ION		Wet Sand Pallas Vertical Fabric Grade PV1 ION CURIO	/WS GRP V1 ION /28.063.041.P				
		Price Description: Delivered/Open Market							
16.9	TE3672-74P	True Bow Front 36x72"W, 74P Edge	1	\$2,049.00	\$2,049.00	57.500	\$870.83	\$870.83	
		Full Modesty Panel Only Two Full End Panels Only No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color		Full modesty panel only Two full end panels only No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	-F -S -NCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							
16.10	TR2460/P-74P	True Rect. 24x60"W, Prtlmd, 74P Edge	1	\$1,167.00	\$1,167.00	57.500	\$495.98	\$495.98	
		Transition End Panels No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color		Two transitional end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/B -NCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							
16.11	TR2472/P-74P	True Rect. 24x72"W, Prtlmd, 74P Edge	1	\$1,369.00	\$1,369.00	57.500	\$581.83	\$581.83	
		Transition End Panels Grommet Option Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color		Two full end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/S /NCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							

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16.12	UP20MBBF	1	\$681.00	\$681.00	57.500	\$289.43	\$289.43	
								
	U-Series Mobile Pedestal, Box/Box/File, 20" Nominal Depth							
	Paint Color		Starlight Silver Metallic	/SX				
	Key Option		No lock core	/NLC				
	Pull Style		Connection Zone Pull	/CZP				
	Price Description: Delivered/Open Market							
Tag 1							WorkGroup Product Subtotal	\$6,885.49
307-OPERATIONS SUPER								
Tag 1								
308-MAINT SUPER								
17.1	7FB/36615/2D360B	1	\$1,653.00	\$1,653.00	57.500	\$702.53	\$702.53	
								
	700 Series Files Bookcase 36"H/File 36"Wx18"Dx65-9/32"H- w/Two Adj Shelf							
	Pull Options		Classic (inset pull)	/CLSC				
	Unit Color		Starlight Silver Metallic	/SX				
	Counterbalance Option		No Counterbalance	-NOCBW				
	Key Option		No lock core	/NLC				
	Price Description: Delivered/Open Market							
17.2	ENRD42-73P	1	\$1,066.00	\$1,066.00	57.500	\$453.05	\$453.05	
								
	Enlite Round, Fixed Y-22 Leg, 3/4" Top, 3P Edge, 42"Dia							
	Edge Color		Kensington Maple edge	/EKM				
	End Panel		Perforated	/P				
	End Panel Finish/Perforated		Wet Sand	/PSWS				
	Base Option		4 black glides	/4GB				
	KI Laminates		KI Laminates	Standard				
	KI Laminates		KENSINGTON MAPLE 10776-60	/LKM				
	Enlite Leg Finish Colors		Chrome	/CH				
	Price Description: Delivered/Open Market							
17.3	PRDS36/UN/LB	2	\$533.00	\$1,066.00	57.500	\$226.53	\$453.06	
								
	Unite Universal Overhead w/Steel Door, Load Bar Mount, 36"W							
	Overhead Assembly		Unassembled	/U				
	Overhead Paint Color Selection		Wet Sand paint, Sand plastic trim	/WS/HSA				
	Key Option		No lock core	/NLC				
	Price Description: Delivered/Open Market							
17.4	PTB03620	2	\$257.00	\$514.00	57.500	\$109.23	\$218.46	
								
	Overhead Tackboard, 20"H, 36"W							
	Mounting Option		Load bar mounted	/YLB				
	Tackboard Fabric		Pallas Vertical Fabric Grade PV1	GRP V1				
	PV1 Fabric		ION	ION				
	ION		CURIO	/28.063.041.P				
	Trim Color		Light Tone	/LG				
	Price Description: Delivered/Open Market							
17.5	S7L/334FBK	4	\$15.00	\$60.00	57.500	\$6.38	\$25.52	
								
	Type "K" Folder Bars, Front-to-Back							
	Price Description: Delivered/Open Market							
17.6	S7L/362402D	1	\$868.00	\$868.00	57.500	\$368.90	\$368.90	
								
	700 Series Files Lat. File, 2H-36Wx18Dx27"H							
	Pull Options		Classic (inset pull)	/CLSC				
	Unit Color		Starlight Silver Metallic	/SX				
	Counterbalance Option		No Counterbalance	-NOCBW				
	Key Option		No lock core	/NLC				
	Price Description: Delivered/Open Market							
17.7	SIFTAA	1	\$759.00	\$759.00	57.500	\$322.58	\$322.58	
								
	Sift Task 4D Adjustable T-Arm Chair, Mesh							
	Base Finish		Plastic base	/P				
	FR/NFR Option		Compliance to TB 117-2013	/NFR				
	Casters		Carpet casters	/C				
	Price Description: Delivered/Open Market							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
17.8	SSNAUB	Strive Sled Base Armless Chair, Uph Seat/Back	4	\$410.00	\$1,640.00	57.500	\$174.25	\$697.00	
		Upholstery Grade/Color Upholstery Grade/Color P1 Pallas Fabric FLAME Frame Color Glide Option Poly Seat & Back Color Poly Seat & Back Color Price Description: Delivered/Open Market		Compliance to TB 117-2013 Pallas Fabric Group P1 FLAME ALABASTER Chrome Stainless steel glide No Fire Retardant Sand	/NFR GRPP1 FLAME /27.219.132.P /CH /GSS -NFR /PSA				
17.9	SWLB.72	Wall Mounted Load Bar, 72"W	2	\$163.00	\$326.00	57.500	\$69.28	\$138.56	
		Paint Color Price Description: Delivered/Open Market		Starlight Silver Metallic	.SX				
17.10	TE3072-74P	True Bow Front 30x72"W, 74P Edge	1	\$1,805.00	\$1,805.00	57.500	\$767.13	\$767.13	
		Full Modesty Panel Only Two Full End Panels Only No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Price Description: Delivered/Open Market		Full modesty panel only Two full end panels only No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Sand grommet Sand	-F -S -NCG /TTR Standard /LKM /EKM /BSA /SA				
17.11	TLT5.24	Universal Shelf/Cabinet Task Light, 24"W, For 30 & 36" Overhead	2	\$72.00	\$144.00	57.500	\$30.60	\$61.20	
		Price Description: Delivered/Open Market							
17.12	TR2448/P-74P	True Rect. 24x48"W, Prtlmd, 74P Edge	1	\$1,100.00	\$1,100.00	57.500	\$467.50	\$467.50	
		Transition End Panels No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Price Description: Delivered/Open Market		Two transitional end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/B -NCG /TTR Standard /LKM /EKM /BTR /WS				
17.13	TR2472/P-74P	True Rect. 24x72"W, Prtlmd, 74P Edge	1	\$1,369.00	\$1,369.00	57.500	\$581.83	\$581.83	
		Transition End Panels Grommet Option Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Price Description: Delivered/Open Market		Two full end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/S /NCG /TTR Standard /LKM /EKM /BTR /WS				

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5/19/2015
Erica Paredes
City of Escondido: HARRF - 15EMP-201494/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
17.14	UP20MBBF	U-Series Mobile Pedestal,Box/Box/File,20" Nominal Depth	1	\$681.00	\$681.00	57.500	\$289.43	\$289.43	
		Paint Color Key Option Pull Style		Starlight Silver Metallic No lock core Connection Zone Pull	/SX /NLC /CZP				
		Price Description: Delivered/Open Market							
17.15	BMB36	Tackboard/Tool Rail Attachment Bar,36"W	2	\$35.00	\$70.00	57.500	\$14.88	\$29.76	
		Trim Color		Black	/BL				
		Price Description: Delivered/Open Market							
Tag 1 308-MAINT SUPER								WorkGroup Product Subtotal	\$5,576.51
Tag 1 309-MAINT SUPER									
18.1	7FB/36615/2D360B	700 Series Files Bookcase 36"H/File 36"Wx18"Dx65-9/32"H- w/Two Adj Shelf	1	\$1,653.00	\$1,653.00	57.500	\$702.53	\$702.53	
		Pull Options Unit Color Counterbalance Option Key Option		Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core	/CLSC /SX -NOCBW /NLC				
		Price Description: Delivered/Open Market							
18.2	ENRD42-73P	Enlite Round,Fixed Y-22 Leg,3/4"Top,3P Edge,42"Dia	1	\$1,066.00	\$1,066.00	57.500	\$453.05	\$453.05	
		Edge Color End Panel End Panel Finish/Perforated Base Option KI Laminates KI Laminates Enlite Leg Finish Colors		Kensington Maple edge Perforated Wet Sand 4 black glides KI Laminates KENSINGTON MAPLE 10776-60 Chrome	/EKM /P /PSWS /4GB Standard /LKM /CH				
		Price Description: Delivered/Open Market							
18.3	PRDS36/UN/LB	Unite Universal Overhead w/Steel Door,Load Bar Mount,36"W	2	\$533.00	\$1,066.00	57.500	\$226.53	\$453.06	
		Overhead Assembly Overhead Paint Color Selection Key Option		Unassembled Wet Sand paint, Sand plastic trim No lock core	/U /WS/HSA /NLC				
		Price Description: Delivered/Open Market							
18.4	PTBO3620	Overhead Tackboard,20"H,36"W	2	\$257.00	\$514.00	57.500	\$109.23	\$218.46	
		Mounting Option Tackboard Fabric PV1 Fabric ION Trim Color		Load bar mounted Pallas Vertical Fabric Grade PV1 ION CURIO Light Tone	/YLBM GRP V1 ION /28.063.041.P /LG				
		Price Description: Delivered/Open Market							
18.5	S7L/334FBK	Type "K" Folder Bars,Front-to-Back	4	\$15.00	\$60.00	57.500	\$6.38	\$25.52	
		Price Description: Delivered/Open Market							
18.6	S7L/362402D	700 Series Files Lat. File,2H-36Wx18Dx27"H	1	\$868.00	\$868.00	57.500	\$368.90	\$368.90	
		Pull Options Unit Color Counterbalance Option Key Option		Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core	/CLSC /SX -NOCBW /NLC				
		Price Description: Delivered/Open Market							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
18.7	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh	1	\$759.00	\$759.00	57.500	\$322.58	\$322.58	
		Base Finish Plastic base /P FR/NFR Option Compliance to TB 117-2013 /NFR Casters Carpet casters /C Price Description: Delivered/Open Market							
18.8	SSNAUB	Strive Sled Base Armless Chair, Uph Seat/Back	4	\$410.00	\$1,640.00	57.500	\$174.25	\$697.00	
		Upholstery Grade/Color Compliance to TB 117-2013 /NFR Upholstery Grade/Color Pallas Fabric Group P1 GRPP1 P1 Pallas Fabric FLAME FLAME FLAME ALABASTER /27.219.132.P Frame Color Chrome /CH Glide Option Stainless steel glide /GSS Poly Seat & Back Color No Fire Retardant -NFR Poly Seat & Back Color Sand /PSA Price Description: Delivered/Open Market							
18.9	SWLB.72	Wall Mounted Load Bar, 72"W	2	\$163.00	\$326.00	57.500	\$69.28	\$138.56	
		Paint Color Starlight Silver Metallic .SX Price Description: Delivered/Open Market							
18.10	TE3072-74P	True Bow Front 30x72"W, 74P Edge	1	\$1,805.00	\$1,805.00	57.500	\$767.13	\$767.13	
		Full Modesty Panel Only Full modesty panel only -F Two Full End Panels Only Two full end panels only -S No Worksurface Center Grommet No center grommet -NCG Worksurface Grommet Color Translucent /TTR Surface Finish KI Laminates Standard KI Laminates KENSINGTON MAPLE 10776-60 /LKM Worksurface Edge Color Kensington Maple edge /EKM Frame Grommet Color Translucent grommet /BTR Desk Color Wet Sand /WS Price Description: Delivered/Open Market							
18.11	TLT5.24	Universal Shelf/Cabinet Task Light, 24"W, For 30 & 36" Overhead	2	\$72.00	\$144.00	57.500	\$30.60	\$61.20	
		Price Description: Delivered/Open Market							
18.12	TR2448/P-74P	True Rect. 24x48"W, Prtlmd, 74P Edge	1	\$1,100.00	\$1,100.00	57.500	\$467.50	\$467.50	
		Transition End Panels Two transitional end panels /B No Worksurface Center Grommet No center grommet -NCG Worksurface Grommet Color Translucent /TTR Surface Finish KI Laminates Standard KI Laminates KENSINGTON MAPLE 10776-60 /LKM Worksurface Edge Color Kensington Maple edge /EKM Frame Grommet Color Translucent grommet /BTR Desk Color Wet Sand /WS Price Description: Delivered/Open Market							

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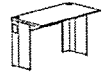
Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
18.13	TR2472/P-74P	True Rect. 24x72"W,Prtlmd,74P Edge	1	\$1,369.00	\$1,369.00	57.500	\$581.83	\$581.83	
		Transition End Panels Grommet Option Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color		Two full end panels No center grommet Translucent KI Laminates Kensington Maple edge Translucent grommet Wet Sand	/S /NCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							
18.14	UP20MBBF	U-Series Mobile Pedestal,Box/Box/File,20" Nominal Depth	1	\$681.00	\$681.00	57.500	\$289.43	\$289.43	
		Paint Color Key Option Pull Style		Starlight Silver Metallic No lock core Connection Zone Pull	/SX /NLC /CZP				
		Price Description: Delivered/Open Market							
18.15	BMB36	Tackboard/Tool Rail Attachment Bar,36"W	2	\$35.00	\$70.00	57.500	\$14.88	\$29.76	
		Trim Color		Black	/BL				
		Price Description: Delivered/Open Market							
Tag 1							WorkGroup Product Subtotal	\$5,576.51	
309-MAINT SUPER									
Tag 1									
310- OPERATIONS SUPER									
19.1	7FB/36615/2D360B	700 Series Files Bookcase 36"H/File 36"Wx18"Dx65-9/32"H-w/Two Adj Shelf	1	\$1,653.00	\$1,653.00	57.500	\$702.53	\$702.53	
		Pull Options Unit Color Counterbalance Option Key Option		Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core	/CLSC /SX -NOCBW /NLC				
		Price Description: Delivered/Open Market							
19.2	PRDS36/UN/LB	Unite Universal Overhead w/Steel Door,Load Bar Mount,36"W	2	\$533.00	\$1,066.00	57.500	\$226.53	\$453.06	
		Overhead Assembly Overhead Paint Color Selection Key Option		Unassembled Wet Sand paint, Sand plastic trim No lock core	/U /WS/HSA /NLC				
		Price Description: Delivered/Open Market							
19.3	PTBO3620	Overhead Tackboard,20"H,36"W	2	\$257.00	\$514.00	57.500	\$109.23	\$218.46	
		Mounting Option Tackboard Fabric PV1 Fabric ION Trim Color		Load bar mounted Pallas Vertical Fabric Grade PV1 ION CURIO Light Tone	/YLBM GRP V1 ION /28.063.041.P /LG				
		Price Description: Delivered/Open Market							
19.4	S7L/334FBK	Type "K" Folder Bars,Front-to-Back	4	\$15.00	\$60.00	57.500	\$6.38	\$25.52	
		Price Description: Delivered/Open Market							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
19.5	S7L362402D	700 Series Files Lat. File,2H-36Wx18Dx27"H	1	\$868.00	\$868.00	57.500	\$368.90	\$368.90	
		Pull Options Unit Color Counterbalance Option Key Option Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core /CLSC /SX -NOCBW /NLC							
		Price Description: Delivered/Open Market							
19.6	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh	1	\$759.00	\$759.00	57.500	\$322.58	\$322.58	
		Base Finish FR/NFR Option Casters Plastic base Compliance to TB 117-2013 Carpet casters /P /NFR /C							
		Price Description: Delivered/Open Market							
19.7	SSNAUB	Strive Sled Base Armless Chair,Uph Seat/Back	2	\$410.00	\$820.00	57.500	\$174.25	\$348.50	
		Upholstery Grade/Color Upholstery Grade/Color P1 Pallas Fabric FLAME Frame Color Glide Option Poly Seat & Back Color Poly Seat & Back Color Compliance to TB 117-2013 Pallas Fabric Group P1 FLAME ALABASTER Chrome Stainless steel glide No Fire Retardant Wet Sand /NFR GRPP1 FLAME /27.219.132.P /CH /GSS -NFR /PWS							
		Price Description: Delivered/Open Market							
19.8	SWLB.72	Wall Mounted Load Bar,72"W	2	\$163.00	\$326.00	57.500	\$69.28	\$138.56	
		Paint Color Starlight Silver Metallic .SX							
		Price Description: Delivered/Open Market							
19.9	TE3072-74P	True Bow Front 30x72"W,74P Edge	1	\$1,805.00	\$1,805.00	57.500	\$767.13	\$767.13	
		Full Modesty Panel Only Two Full End Panels Only No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Full modesty panel only Two full end panels only No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand -F -S -NCG /TTR Standard /LKM /EKM /BTR /WS							
		Price Description: Delivered/Open Market							
19.10	TLT5.24	Universal Shelf/Cabinet Task Light,24"W,For 30 & 36" Overhead	2	\$72.00	\$144.00	57.500	\$30.60	\$61.20	
									
		Price Description: Delivered/Open Market							
19.11	TR2448/P-74P	True Rect. 24x48"W,Prtlmd,74P Edge	1	\$1,100.00	\$1,100.00	57.500	\$467.50	\$467.50	
		Transition End Panels No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Two transitional end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand /B -NCG /TTR Standard /LKM /EKM /BTR /WS							
		Price Description: Delivered/Open Market							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
19.12	TR2472/P-74P	True Rect. 24x72"W,Prtlmd,74P Edge	1	\$1,369.00	\$1,369.00	57.500	\$581.83	\$581.83	
		Transition End Panels Grommet Option Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Price Description: Delivered/Open Market	Two full end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/S /NCG /TTR Standard /LKM /EKM /BTR /WS					
19.13	UP20MBBF	U-Series Mobile Pedestal,Box/Box/File,20" Nominal Depth	1	\$681.00	\$681.00	57.500	\$289.43	\$289.43	
		Paint Color Key Option Pull Style Price Description: Delivered/Open Market	Starlight Silver Metallic No lock core Connection Zone Pull	/SX /NLC /CZP					
Tag 1							WorkGroup Product Subtotal	\$4,745.20	
310- OPERATIONS SUPER									
Tag 1									
311- OPERATIONS CONTROL									
20.1	S15620004	Special CZBPSAT5413/1 CZ Wrksrfc Privacy Screen Magnetic,13"H,w/Tool Rail,Acrylic,No Intersection,54x13"	1	\$804.00	\$804.00	57.500	\$341.70	\$391.70	
	No Image Available	Screen Acrylic Special Acrylic Privacy Screen Location Paint Color End Cap Color	Special Acrylic White Marker Board Single Starter Starlight Silver Metallic Starlight Silver Magnetic Capability for Marker Board Per order net upcharge	S2 /AWH /SST /SX /CSX /S15620004 Set-up Fee	One Time Chg	50.00			
20.2	S15620002	Special CZBPSAT5413/1 CZ Wrksrfc Privacy Screen Magnetic,13"H,w/Tool Rail,Acrylic,No Intersection,54x13"	2	\$804.00	\$1,608.00	57.500	\$341.70	\$733.40	
	No Image Available	Screen Acrylic Special Acrylic Privacy Screen Location Paint Color End Cap Color	Special Acrylic White Marker Board Single Adder Starlight Silver Metallic Starlight Silver Magnetic Capability for Marker Board Per order net upcharge	S2 /AWH /SAD /SX /CSX /S15620002 Set-up Fee	One Time Chg	50.00			
20.3	CZBSS244872/F	CZ 24" Single-Sided Stndalone/Starter Telescopic Beam Frame 48-72",Fixed	1	\$561.00	\$561.00	57.500	\$238.43	\$238.43	
		Paint Color Glide Color Price Description: Delivered/Open Market	Wet Sand White	/WS /GWH					
20.4	CZBSA244872/F	CZ 24" Single-Sided Adder Telescopic Beam Frame 48-72",Fixed	2	\$388.00	\$776.00	57.500	\$164.90	\$329.80	
		Paint Color Glide Color Price Description: Delivered/Open Market	Wet Sand White	/WS /GWH					

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Line	Model	Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
20.5	CZBWR24541NM-74P	3	\$316.00	\$948.00	57.500	\$134.30	\$402.90	
	CZ 24" Deep Rect. Wrksrfc,Single Sided,Nopower/no Mod Pnl,24x54,74P Edge Grommet Location Grommet : Center /C Grommet Color Warm Grey grommet /GWG Surface Finish KI Laminates Standard KI Laminates KENSINGTON MAPLE 10776-60 /LKM Edge Color Kensington Maple edge /EKM Price Description: Delivered/Open Market							
20.6	SIFTAA	5	\$759.00	\$3,795.00	57.500	\$322.58	\$1,612.90	
	Sift Task 4D Adjustable T-Arm Chair, Mesh Base Finish Plastic base /P FR/NFR Option Compliance to TB 117-2013 /NFR Casters Carpet casters /C Price Description: Delivered/Open Market							
Tag 1 311- OPERATIONS CONTROL Tag 1 312- SR. OP							WorkGroup Product Subtotal	\$3,709.13
21.1	S15620004	2	\$804.00	\$1,608.00	57.500	\$341.70	\$733.40	
	Special CZBPSAT5413/1 CZ Wrksrfc Privacy Screen Magnetic,13"H,w/Tool Rail,Acrylic,No Intersection,54x13" Screen Acrylic Special Acrylic S2 Special Acrylic White Marker Board /AWH Privacy Screen Location Single Starter /SST Paint Color Starlight Silver Metallic /SX End Cap Color Starlight Silver /CSX Magnetic Capability for Marker Board /S15620004 Per order net upcharge Set-up Fee One Time 50.00 Chg							
21.2	S15620002	2	\$804.00	\$1,608.00	57.500	\$341.70	\$733.40	
	Special CZBPSAT5413/1 CZ Wrksrfc Privacy Screen Magnetic,13"H,w/Tool Rail,Acrylic,No Intersection,54x13" Screen Acrylic Special Acrylic S2 Special Acrylic White Marker Board /AWH Privacy Screen Location Single Adder /SAD Paint Color Starlight Silver Metallic /SX End Cap Color Starlight Silver /CSX Magnetic Capability for Marker Board. /S15620002 Per order net upcharge Set-up Fee One Time 50.00 Chg							
21.3	CZBSS244872/F	2	\$561.00	\$1,122.00	57.500	\$238.43	\$476.86	
	CZ 24" Single-Sided Stndalone/Starter Telescopic Beam Frame 48-72",Fixed Paint Color Wet Sand /WS Glide Color White /GWH Price Description: Delivered/Open Market							
21.4	CZBSA244872/F	2	\$388.00	\$776.00	57.500	\$164.90	\$329.80	
	CZ 24" Single-Sided Adder Telescopic Beam Frame 48-72",Fixed Paint Color Wet Sand /WS Glide Color White /GWH Price Description: Delivered/Open Market							
21.5	CZBWR24541NM-74P	4	\$316.00	\$1,264.00	57.500	\$134.30	\$537.20	
	CZ 24" Deep Rect. Wrksrfc,Single Sided,Nopower/no Mod Pnl,24x54,74P Edge Grommet Location Grommet : Center /C Grommet Color Wet Sand grommet /GWS Surface Finish KI Laminates Standard KI Laminates KENSINGTON MAPLE 10776-60 /LKM Edge Color Kensington Maple edge /EKM Price Description: Delivered/Open Market							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
21.6	CZPDS24MBF	CZ Mobile Ped, Steel Shell, Steel Drawer, Box/File, 24" Nominal Depth Paint Color Drawer Paint Color Key Option Pull Style 	4	\$340.00	\$1,360.00	57.500	\$144.50	\$578.00	
		Wet Sand Starlight Silver Metallic No lock core Connection Zone Pull			/WS /FSX /NLC /CZP				
		Price Description: Delivered/Open Market							
21.7	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh Base Finish FR/NFR Option Casters 	4	\$759.00	\$3,036.00	57.500	\$322.58	\$1,290.32	
		Plastic base Compliance to TB 117-2013 Carpet casters			/P /NFR /C				
		Price Description: Delivered/Open Market							
Tag 1 312- SR. OP Tag 1 313- CST SUPER								WorkGroup Product Subtotal	\$4,678.98
22.1	7FB36615/2D360B	700 Series Files Bookcase 36"H/File 36"Wx18"Dx65-9/32"H- w/Two Adj Shelf Pull Options Unit Color Counterbalance Option Key Option 	1	\$1,653.00	\$1,653.00	57.500	\$702.53	\$702.53	
		Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core			/CLSC /SX -NOCBW /NLC				
		Price Description: Delivered/Open Market							
22.2	ENRD36-73P	Enlite Round, Fixed Y-22 Leg, 3/4" Top, 73P Edge, 36" Dia Edge Color End Panel End Panel Finish/Perforated Base Option KI Laminates KI Laminates Enlite Leg Finish Colors 	1	\$843.00	\$843.00	57.500	\$358.28	\$358.28	
		Kensington Maple edge Perforated Wet Sand 4 casters KI Laminates KENSINGTON MAPLE 10776-60 Chrome			/EKM /P /PSWS /IEC Standard /LKM /CH				
		Price Description: Delivered/Open Market							
22.3	PRDS36/UN/LB	Unite Universal Overhead w/Steel Door, Load Bar Mount, 36"W Overhead Assembly Overhead Paint Color Selection Key Option 	2	\$533.00	\$1,066.00	57.500	\$226.53	\$453.06	
		Unassembled Wet Sand paint, Sand plastic trim No lock core			/U /WS/HSA /NLC				
		Price Description: Delivered/Open Market							
22.4	PTBO3620	Overhead Tackboard, 20"H, 36"W Mounting Option Tackboard Fabric PV1 Fabric ION Trim Color 	2	\$257.00	\$514.00	57.500	\$109.23	\$218.46	
		Load bar mounted Pallas Vertical Fabric Grade PV1 ION CURIO Light Tone			/YLBM GRP V1 ION /28.063.041.P /LG				
		Price Description: Delivered/Open Market							
22.5	S7L/334FBK	Type "K" Folder Bars, Front-to-Back 	4	\$15.00	\$60.00	57.500	\$6.38	\$25.52	
		Price Description: Delivered/Open Market							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
22.6	S7L362402D	700 Series Files Lat. File,2H-36Wx18Dx27"H	1	\$868.00	\$868.00	57.500	\$368.90	\$368.90	
		Pull Options Unit Color Counterbalance Option Key Option Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core /CLSC /SX -NOCBW /NLC							
		Price Description: Delivered/Open Market							
22.7	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh	1	\$759.00	\$759.00	57.500	\$322.58	\$322.58	
		Base Finish FR/NFR Option Casters Plastic base Compliance to TB 117-2013 Carpet casters /P /NFR /C							
		Price Description: Delivered/Open Market							
22.8	SSNAUB	Strive Sled Base Armless Chair,Uph Seat/Back	4	\$410.00	\$1,640.00	57.500	\$174.25	\$697.00	
		Upholstery Grade/Color Upholstery Grade/Color P1 Pallas Fabric FLAME Frame Color Glide Option Poly Seat & Back Color Poly Seat & Back Color Compliance to TB 117-2013 Pallas Fabric Group P1 FLAME ALABASTER Chrome Stainless steel glide No Fire Retardant Sand /NFR GRPP1 FLAME /27.219.132.P /CH /GSS -NFR /PSA							
		Price Description: Delivered/Open Market							
22.9	SWLB.72	Wall Mounted Load Bar,72"W	2	\$163.00	\$326.00	57.500	\$69.28	\$138.56	
		Paint Color Starlight Silver Metallic .SX							
		Price Description: Delivered/Open Market							
22.10	TE3072-74P	True Bow Front 30x72"W,74P Edge	1	\$1,805.00	\$1,805.00	57.500	\$767.13	\$767.13	
		Full Modesty Panel Only Two Full End Panels Only No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Full modesty panel only Two full end panels only No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand -F -S -NCG /TTR Standard /LKM /EKM /BTR /WS							
		Price Description: Delivered/Open Market							
22.11	TLT5.24	Universal Shelf/Cabinet Task Light,24"W,For 30 & 36" Overhead	2	\$72.00	\$144.00	57.500	\$30.60	\$61.20	
									
		Price Description: Delivered/Open Market							
22.12	TR2448/P-74P	True Rect. 24x48"W,Prtlmd,74P Edge	1	\$1,100.00	\$1,100.00	57.500	\$467.50	\$467.50	
		Transition End Panels No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Two transitional end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand /B -NCG /TTR Standard /LKM /EKM /BTR /WS							
		Price Description: Delivered/Open Market							

QUOTATION

CREATED
VALID THROUGH
Prepared By
Quote Filename

9/25/2014
5/19/2015
Erica Paredes
City of Escondido: HARRF - 15EMP-201494/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
22.13	TR2472/P-74P	True Rect. 24x72"W,Prtlmd,74P Edge	1	\$1,369.00	\$1,369.00	57.500	\$581.83	\$581.83	
		Transition End Panels Grommet Option Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color Price Description: Delivered/Open Market	Two full end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/S /NCG /TTR Standard /LKM /EKM /BTR /WS					
22.14	UP20MBBF	U-Series Mobile Pedestal,Box/Box/File,20" Nominal Depth	1	\$681.00	\$681.00	57.500	\$289.43	\$289.43	
		Paint Color Key Option Pull Style Price Description: Delivered/Open Market	Starlight Silver Metallic No lock core Connection Zone Pull	/SX /NLC /CZP					
Tag 1								WorkGroup Product Subtotal	\$5,451.98
313- CST SUPER									
Tag 1									
314-CST									
23.1	S15620004	Special CZBPSAT5413/1 CZ Wrksrfc Privacy Screen Magnetic,13"H,w/Tool Rail,Acrylic,No Intersection,54x13"	2	\$804.00	\$1,608.00	57.500	\$341.70	\$733.40	
		Screen Acrylic Special Acrylic Privacy Screen Location Paint Color End Cap Color Price Description: Delivered/Open Market	Special Acrylic White Marker Board Single Starter Starlight Silver Metallic Starlight Silver Magnetic Capability for Marker Board Per order net upcharge	/S2 /AWH /SST /SX /CSX /S15620004 Set-up Fee	One Time Chg 50.00				
23.2	S15620002	Special CZBPSAT5413/1 CZ Wrksrfc Privacy Screen Magnetic,13"H,w/Tool Rail,Acrylic,No Intersection,54x13"	2	\$804.00	\$1,608.00	57.500	\$341.70	\$733.40	
		Screen Acrylic Special Acrylic Privacy Screen Location Paint Color End Cap Color Price Description: Delivered/Open Market	Special Acrylic White Marker Board Single Adder Starlight Silver Metallic Starlight Silver Magnetic Capability for Marker Board Per order net upcharge	/S2 /AWH /SAD /SX /CSX /S15620002 Set-up Fee	One Time Chg 50.00				
23.3	CZBSS244872/F	CZ 24" Single-Sided Stndalone/Starter Telescopic Beam Frame 48-72",Fixed	2	\$561.00	\$1,122.00	57.500	\$238.43	\$476.86	
		Paint Color Glide Color Price Description: Delivered/Open Market	Wet Sand White	/WS /GWH					
23.4	CZBSA244872/F	CZ 24" Single-Sided Adder Telescopic Beam Frame 48-72",Fixed	2	\$388.00	\$776.00	57.500	\$164.90	\$329.80	
		Paint Color Glide Color Price Description: Delivered/Open Market	Wet Sand White	/WS /GWH					

QUOTATION

CREATED 9/25/2014
 VALID THROUGH 5/19/2015
 Prepared By Erica Paredes
 Quote Filename City of Escondido: HARRF - 15EMP-201494/C

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Line	Model	Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
23.5	CZBWR24541NM-74P	4	\$316.00	\$1,264.00	57.500	\$134.30	\$537.20	
	CZ 24" Deep Rect. Wrksrfc,Single Sided,Nopower/no Mod Pnl,24x54,74P Edge Grommet Location Grommet : Center /C Grommet Color Wet Sand grommet /GWS Surface Finish KI Laminates Standard KI Laminates KENSINGTON MAPLE 10776-60 /LKM Edge Color Kensington Maple edge /EKM Price Description: Delivered/Open Market							
23.6	CZPDS24MBF	4	\$340.00	\$1,360.00	57.500	\$144.50	\$578.00	
	CZ Mobile Ped,Steel Shell, Steel Drawer,Box/File, 24" Nominal Depth Paint Color Wet Sand /WS Drawer Paint Color Starlight Silver Metallic /FSX Key Option No lock core /NLC Pull Style Connection Zone Pull /CZP Price Description: Delivered/Open Market							
23.7	SIFTAA	4	\$759.00	\$3,036.00	57.500	\$322.58	\$1,290.32	
	Sift Task 4D Adjustable T-Arm Chair, Mesh Base Finish Plastic base /P FR/NFR Option Compliance to TB 117-2013 /NFR Casters Carpet casters /C Price Description: Delivered/Open Market							
Tag 1 WorkGroup Product Subtotal							\$4,678.98	
314-CST								
Tag 1								
315-SR PST								
24.1	S15620004	2	\$804.00	\$1,608.00	57.500	\$341.70	\$733.40	
	Special CZBPSAT5413/1 CZ Wrksrfc Privacy Screen Magnetic,13"H,w/Tool Rail,Acrylic,No Intersection,54x13" Screen Acrylic Special Acrylic S2 Special Acrylic White Marker Board /AWH Privacy Screen Location Single Starter /SST Paint Color Starlight Silver Metallic /SX End Cap Color Starlight Silver /CSX Magnetic Capability for Marker Board /S15620004 Per order net upcharge Set-up Fee One Time 50.00 Chg							
24.2	S15620002	2	\$804.00	\$1,608.00	57.500	\$341.70	\$733.40	
	Special CZBPSAT5413/1 CZ Wrksrfc Privacy Screen Magnetic,13"H,w/Tool Rail,Acrylic,No Intersection,54x13" Screen Acrylic Special Acrylic S2 Special Acrylic White Marker Board /AWH Privacy Screen Location Single Adder /SAD Paint Color Starlight Silver Metallic /SX End Cap Color Starlight Silver /CSX Magnetic Capability for Marker Board. /S15620002 Per order net upcharge Set-up Fee One Time 50.00 Chg							
24.3	CZBSS244872/F	2	\$561.00	\$1,122.00	57.500	\$238.43	\$476.86	
	CZ 24" Single-Sided Stndalone/Starter Telescopic Beam Frame 48-72",Fixed Paint Color Wet Sand /WS Glide Color White /GWH Price Description: Delivered/Open Market							
24.4	CZBSA244872/F	2	\$388.00	\$776.00	57.500	\$164.90	\$329.80	
	CZ 24" Single-Sided Adder Telescopic Beam Frame 48-72",Fixed Paint Color Wet Sand /WS Glide Color White /GWH Price Description: Delivered/Open Market							

QUOTATION

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Erica Paredes
City of Escondido: HARRF - 15EMP-201494/C

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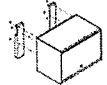
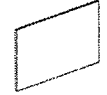
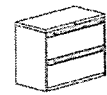
Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
24.5	CZBWR24541NM-74P	CZ 24" Deep Rect. Wrksrfc,Single Sided,Nopower/no Mod Pnl,24x54,74P Edge Grommet Location Grommet Color Surface Finish KI Laminates Edge Color	4	\$316.00	\$1,264.00	57.500	\$134.30	\$537.20	
		Grommet : Center Wet Sand grommet KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge			/C /GWS Standard /LKM /EKM				
		Price Description: Delivered/Open Market							
24.6	CZPDS24MBF	CZ Mobile Ped,Steel Shell, Steel Drawer,Box/File, 24" Nominal Depth Paint Color Drawer Paint Color Key Option Pull Style	4	\$340.00	\$1,360.00	57.500	\$144.50	\$578.00	
		Wet Sand Starlight Silver Metallic No lock core Connection Zone Pull			/WS /FSX /NLC /CZP				
		Price Description: Delivered/Open Market							
24.7	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh Base Finish FR/NFR Option Casters	4	\$759.00	\$3,036.00	57.500	\$322.58	\$1,290.32	
		Plastic base Compliance to TB 117-2013 Carpet casters			/P /NFR /C				
		Price Description: Delivered/Open Market							
Tag 1							WorkGroup Product Subtotal	\$4,678.98	
315-SR PST									
Tag 1									
316- LIBRARY									
25.1	S7L/334FBK	Type "K" Folder Bars,Front-to-Back	72	\$15.00	\$1,080.00	57.500	\$6.38	\$459.36	
									
		Price Description: Delivered/Open Market							
25.2	S7L/363603D	700 Series Files Lat. File,3H-36Wx18Dx39-1/4"H Pull Options Unit Color Counterbalance Option Key Option	4	\$1,171.00	\$4,684.00	57.500	\$497.68	\$1,990.72	
		Classic (inset pull) Wet Sand No Counterbalance No lock core			/CLSC /WS -NOCBW /NLC				
		Price Description: Delivered/Open Market							
25.3	S7L/36360HD	700 Series Files Cabinet-2 Shelves-36Wx18Dx39-1/4"H Pull Options Unit Color Key Option	2	\$979.00	\$1,958.00	57.500	\$416.08	\$832.16	
		Classic (inset pull) Wet Sand No lock core			/CLSC /WS /NLC				
		Price Description: Delivered/Open Market							
25.4	S7L/36615HD	700 Series Files Cabinet-3 Shelves-36Wx18Dx65-9/32"H Pull Options Unit Color Key Option	1	\$1,245.00	\$1,245.00	57.500	\$529.13	\$529.13	
		Classic (inset pull) Starlight Silver Metallic No lock core			/CLSC /SX /NLC				
		Price Description: Delivered/Open Market							
25.5	S7L/426155D	700 Series Files Lat. File,5H-42Wx18Dx65-9/32"H Pull Options Unit Color Counterbalance Option Key Option	3	\$2,002.00	\$6,006.00	57.500	\$850.85	\$2,552.55	
		Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core			/CLSC /SX -NOCBW /NLC				
		Price Description: Delivered/Open Market							

QUOTATION

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City of Escondido: HARRF - 15EMP-201494/C

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
25.6	S7L/42615HD	700 Series Files Cabinet-3 Shelves-42Wx18Dx65-9/32"H	3	\$1,423.00	\$4,269.00	57.500	\$604.78	\$1,814.34	
		Pull Options Unit Color Key Option Classic (inset pull) Starlight Silver Metallic No lock core /CLSC /SX /NLC							
		Price Description: Delivered/Open Market							
25.7	S7L/7236T-74P	700 Series Files File Top 72x36 74P Edge For Back To Back	1	\$664.00	\$664.00	57.500	\$282.20	\$282.20	
		Units Surface Finish KI Laminates Edge Color KI Laminates Kensington Maple Standard /LKM /TKM							
		Price Description: Delivered/Open Market							
25.8	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh	1	\$759.00	\$759.00	57.500	\$322.58	\$322.58	
		Base Finish FR/NFR Option Casters Plastic base Compliance to TB 117-2013 Carpet casters /P /NFR /C							
		Price Description: Delivered/Open Market							
Tag 1							WorkGroup Product Subtotal	\$8,783.04	
316- LIBRARY									
Tag 1									
317 - CSA									
26.1	7FB/36615/2D360B	700 Series Files Bookcase 36"H/File 36"Wx18"Dx65-9/32"H- w/Two Adj Shelf	2	\$1,653.00	\$3,306.00	57.500	\$702.53	\$1,405.06	
		Pull Options Unit Color Counterbalance Option Key Option Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core /CLSC /SX -NOCBW /NLC							
		Price Description: Delivered/Open Market							
26.2	PRDS36/UN/LB	Unite Universal Overhead w/Steel Door, Load Bar Mount, 36"W	4	\$533.00	\$2,132.00	57.500	\$226.53	\$906.12	
		Overhead Assembly Overhead Paint Color Selection Key Option Unassembled Wet Sand paint, Sand plastic trim No lock core /U /WS/HSA /NLC							
		Price Description: Delivered/Open Market							
26.3	PTBO3620	Overhead Tackboard, 20"H, 36"W	4	\$257.00	\$1,028.00	57.500	\$109.23	\$436.92	
		Mounting Option Tackboard Fabric PV1 Fabric ION Trim Color Load bar mounted Pallas Vertical Fabric Grade PV1 ION CURIO Light Tone /YLBM GRPV1 ION /28.063.041.P /LG							
		Price Description: Delivered/Open Market							
26.4	S7L/334FBK	Type "K" Folder Bars, Front-to-Back	8	\$15.00	\$120.00	57.500	\$6.38	\$51.04	
									
		Price Description: Delivered/Open Market							
26.5	S7L/362402D	700 Series Files Lat. File, 2H-36Wx18Dx27"H	2	\$868.00	\$1,736.00	57.500	\$368.90	\$737.80	
		Pull Options Unit Color Counterbalance Option Key Option Classic (inset pull) Starlight Silver Metallic No Counterbalance No lock core /CLSC /SX -NOCBW /NLC							
		Price Description: Delivered/Open Market							

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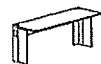
Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
26.6	SIFTAA	Sift Task 4D Adjustable T-Arm Chair, Mesh	2	\$803.00	\$1,606.00	57.500	\$341.28	\$682.56	
		Base Finish FR/NFR Option Casters		Plastic base Compliance to TB 117-2013 Hard floor casters	/P /NFR /S				
		Price Description: Delivered/Open Market							
26.7	SWLB.72	Wall Mounted Load Bar, 72"W	4	\$163.00	\$652.00	57.500	\$69.28	\$277.12	
		Paint Color		Starlight Silver Metallic	.SX				
		Price Description: Delivered/Open Market							
26.8	TE3072-74P	True Bow Front 30x72"W, 74P Edge	2	\$1,805.00	\$3,610.00	57.500	\$767.13	\$1,534.26	
		Full Modesty Panel Only Two Full End Panels Only No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color		Full modesty panel only Two full end panels only No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	-F -S -NCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							
26.9	TLT5.24	Universal Shelf/Cabinet Task Light, 24"W, For 30 & 36" Overhead	4	\$72.00	\$288.00	57.500	\$30.60	\$122.40	
									
		Price Description: Delivered/Open Market							
26.10	TR2448/P-74P	True Rect. 24x48"W, Prtlmd, 74P Edge	2	\$1,100.00	\$2,200.00	57.500	\$467.50	\$935.00	
		Transition End Panels No Worksurface Center Grommet Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color		Two transitional end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/B -NCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							
26.11	TR2472/P-74P	True Rect. 24x72"W, Prtlmd, 74P Edge	1	\$1,318.00	\$1,318.00	57.500	\$560.15	\$560.15	
		Transition End Panels Grommet Option Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color		Left transitional end panel Yes center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/L /YCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
26.12	TR2472/P-74P	True Rect. 24x72"W,Prtlmd,74P Edge	1	\$1,318.00	\$1,318.00	57.500	\$560.15	\$560.15	
		Transition End Panels Grommet Option Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color		Right transitional end panel Yes center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/R /YCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							
26.13	TR2472/P-74P	True Rect. 24x72"W,Prtlmd,74P Edge	2	\$1,369.00	\$2,738.00	57.500	\$581.83	\$1,163.66	
		Transition End Panels Grommet Option Worksurface Grommet Color Surface Finish KI Laminates Worksurface Edge Color Frame Grommet Color Desk Color		Two full end panels No center grommet Translucent KI Laminates KENSINGTON MAPLE 10776-60 Kensington Maple edge Translucent grommet Wet Sand	/S /NCG /TTR Standard /LKM /EKM /BTR /WS				
		Price Description: Delivered/Open Market							
26.14	UP20MBBF	U-Series Mobile Pedestal,Box/Box/File,20" Nominal Depth	2	\$681.00	\$1,362.00	57.500	\$289.43	\$578.86	
		Paint Color Key Option Pull Style		Starlight Silver Metallic No lock core Connection Zone Pull	/SX /NLC /CZP				
		Price Description: Delivered/Open Market							
26.15	BMB36	Tackboard/Tool Rail Attachment Bar,36"W	4	\$35.00	\$140.00	57.500	\$14.88	\$59.52	
		Trim Color		Black	/BL				
		Price Description: Delivered/Open Market							
Tag 1							WorkGroup Product Subtotal	\$10,010.62	
317 - CSA									
Tag 1									
318- MEDIUM CONF									
27.1	ENNRC3072-73P	Enlite Rectangular,Nesting,3/4"Top,73P Edge,30x72"	6	\$1,234.00	\$7,404.00	57.500	\$524.45	\$3,146.70	
		KI Laminates KI Laminates Enlite Leg Finish Colors Base Option End Panel End Panel Finsh/Perforated Edge Color		KI Laminates KENSINGTON MAPLE 10776-60 Chrome 4 casters Perforated Wet Sand Kensington Maple edge	Standard /LKM /CH /4EC /P /PSWS /EKM				
		Price Description: Delivered/Open Market							
27.2	SNNAU	Strive Nesting Armless Chair,Uphol Seat	23	\$507.00	\$11,661.00	57.500	\$215.48	\$4,956.04	
		Frame Color Upholstery Grade/Color Upholstery Grade/Color P1 Pallas Fabric GRILL CLOTH STONE TWEED Caster Option Poly Seat & Back Color Poly Seat & Back Color		Chrome Compliance to TB 117-2013 Pallas Fabric Group P1 GRILL CLOTH STONE TWEED Carpet casters (black only) No Fire Retardant Wet Sand	/CH /NFR GRPP1 GRILL CLOTH /27.197.021.P /C -NFR /PWS				

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 Quote Filename City of Escondido: HARRF - 15EMP-201494/C

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
Price Description: Delivered/Open Market									
Tag 1								WorkGroup Product Subtotal	\$8,102.74
318- MEDIUM CONF									
28.1	Installation	Installation provided by KI Corporate Services	1	\$0.00	\$0.00	57.500	\$14,220.00	\$14,220.00	(?)
	No Image Available	Installation services							
		Based on Standard/SCA wages performed during regular business hours (7:00am – 5:00pm) Monday-Friday				-Standard/SCA			
		>>To Be Determined				TBD<<			
		>>To Be Determined				TBD<<			
		>>To Be Determined				TBD<<			
		>>To Be Determined				TBD<<			
		>>To Be Determined				TBD<<			
Price Description: Delivered/Open Market									
Tag 1								WorkGroup Product Subtotal	\$14,220.00

Product SubTotal:	\$237,265.90
Estimated Sales Tax:	See Note Below
Quote Total:	\$237,265.90

Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.

Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customers' responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

RESOLUTION NO. 2015-41

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE PURCHASE OF
FURNITURE FROM KRUEGER
INTERNATIONAL, INC. BY UTILIZING THE
COOPERATIVE PURCHASE CONTRACT
WITH NATIONAL JOINT POWERS ALLIANCE

WHEREAS, the Utilities Department, Wastewater Division is nearing completion on the new Operations Building at HARRF; and

WHEREAS, the National Joint Powers Alliance ("NJPA") conducted a competitive bid process for office furnishings and Krueger International, Inc. ("KI") was deemed to be the lowest responsive bidder; and

WHEREAS, the City is utilizing cooperative purchasing with NJPA, 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 Operations Building Capital Improvement Fund, Account No. 557 804201; and

WHEREAS, staff recommends purchasing the furniture for the Hale Avenue Resource Recovery Facility Operations building ("Furniture") from KI in the amount of \$237,265.90, which includes sales tax and all other fees; and

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

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 National Joint Powers Alliance, as allowed per Escondido Municipal Code Chapter 10 Article 5 Section 10-90.
3. That the City Council authorizes the Utilities Department, Wastewater Division to purchase Furniture from KI in the amount of \$237,265.90, which includes sales tax and all other fees.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: April 22, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services
Jodi Vinson, Risk & Safety Manager

SUBJECT: Termination of the San Diego Pooled Insurance Program Authority (SANDPIPA) Joint Powers Authority for Risk Management and Related Insurance Services

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2015-57 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).

FISCAL ANALYSIS:

FY 2015-2016			
	Gross Premium	Dividend*	Net Premium
SANDPIPA Contribution	\$797,732	\$217,073	\$580,659
SANDPIPA/CSAC-EIA Contribution	\$693,285	\$339,502	\$353,783
Cost Savings			\$226,876

* A dividend of \$2 million to be distributed among all 12 members if SANDPIPA continues. A dividend of \$3 million to be distributed among all 12 members if SANDPIPA runs off its assets as members terminate.

In Fiscal Year 2015-2016, as the City transitions from SANDPIPA to the California State Association of Counties Excess Insurance Authority (CSAC-EIA), the premium savings will total \$226,876. We can expect to see similar savings over the next five (5) years as the SANDPIPA assets are run off and distributed back to the individual member cities.

PREVIOUS ACTION:

On June 10, 1992, Council adopted Resolution 92-219 authorizing the Mayor to execute on behalf of the City a Joint Powers Agreement with various other cities entitled "San Diego County Cities Joint

Termination of the San Diego Pooled Insurance Program Authority (SANDPIPA) Joint Powers Authority for risk management and related insurance services.

April 22, 2015

Page 2

Powers Agreement, creating the San Diego Pooled Insurance Program Authority for municipal entities.

BACKGROUND:

The City is currently a member of SANDPIPA, a risk sharing joint powers authority comprised of 12 local cities. The JPA was established in 1986, with the mission to pool certain losses, claims and funds, and to allow for a mechanism to jointly purchase excess insurance. Escondido has been a member of the JPA since 1992.

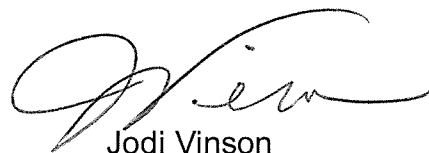
The General Manager of SANDPIPA recently announced her intentions to retire in 2016. As a result, a series of SANDPIPA Special Board Meetings have been held to determine the future of the JPA. On March 26, a Special Board Meeting was held that was attended by the City Managers of all 12 member cities. At that meeting, the Board of Directors unanimously approved SANDPIPA joining CSAC-EIA, effective July 1, 2015, and participating in their General Liability Insurance (GLI-1) program. SANDPIPA will join CSAC-EIA as a group purchase at the \$1 million attachment point. Each individual city will retain their respective self-insured retention for fiscal year 2015-2016. Escondido's self-insured retention is \$500,000.

The Board of Directors also directed that each member city present a resolution to its City Council to effectuate the termination of SANDPIPA effective July 1, 2016. SANDPIPA will 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 JPA.

Respectfully submitted,



Sheryl Bennett
Director of Administrative Services



Jodi Vinson
Risk & Safety Manager

RESOLUTION NO. 2015-57

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
DECLARING ITS INTENTION TO WITHDRAW
FROM THE SAN DIEGO COUNTY CITIES
JOINT POWERS AGREEMENT FOR RISK
MANAGEMENT SERVICES AND RELATED
INSURANCE COVERAGES CREATING THE
SAN DIEGO POOLED INSURANCE PROGRAM
AUTHORITY FOR MUNICIPAL ENTITIES**

WHEREAS, the City of Escondido ("City") is a member of a joint powers authority, the "San Diego County Cities Joint Powers Agreement for risk management services and related insurance coverages creating the San Diego Pooled Insurance Program Authority for Municipal Entities" ("SANDPIPA"); and

WHEREAS, the SANDPIPA Board, representing the member agencies, has determined it is in the best interest of SANDPIPA members and in the public interest that SANDPIPA should be terminated, and its assets distributed to members per the Joint Powers Agreement;

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 City hereby provides its written consent to the termination of SANDPIPA per Article 25 of the Joint Powers Agreement, 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 Authority.
3. That the City hereby agrees to an amendment to the Joint Powers Agreement substituting "the Board of Directors" for the "The Executive Committee" in

Article 25.B of the Joint Powers Agreement, in order for the powers of the Authority, for purposes of winding up and dissolving the business affairs of the Authority, will be vested in the Board of Directors.

4. That the City hereby agrees to an amendment to the Joint Powers Agreement in Article 25. A, adding the "distribution of dividends", after "disposing of all claims," so that the Board of Directors is expressly authorized to continue to distribute dividends, in accordance with the "plan document" referenced in Article 26, during the period of winding up and dissolving the business affairs of the Authority.

5. That the following language is added to Section 25.A: "Withdrawn or canceled members are entitled to participate in dividend distribution after accounting for their Board determined share of administrative expenses."



FUTURE CITY COUNCIL AGENDA ITEMS

April 16, 2015

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

April 29, 2015
No Meeting (5th Wednesday)

May 6, 2015
4:30 p.m.

PROCLAMATIONS	
Water Awareness Month and Drinking Water Week	
Drowning Prevention Month	
Historic Preservation Month and Awards Presentation	
PRESENTATION	
Be Smart & Earth Day Poster Contest Award Presentations	
CONSENT CALENDAR	
Fiscal Year 2015-2020 San Diego Regional Analysis of Impediments to Fair Housing Choice (E. Domingue)	
<i>Pursuant to CDBG regulations [24 CFR Subtitle A, §91.225(a)(1)], in order to receive CDBG funds, each jurisdiction must complete an Analysis of Impediments to Fair Housing Choice. The Analysis of Impediments to Fair Housing Choice (AI) presents a demographic profile of San Diego County, assesses the extent of housing needs among specific income groups, and evaluates the availability of a range of housing choices for residents.</i>	
Establish "Engineering and Traffic Surveys" (Speed Surveys) at Four Locations Citywide (E. Domingue)	
<i>Staff recommends approval for four (4) speed surveys Citywide: one (1) new speed survey to post a speed limit of 35 mph on Mary Lane between Bear Valley Parkway and City Limits; one (1) decrease in speed limit from 40 mph to 35 mph on Del Dios Highway between Ninth Avenue and Avenida Del Diablo; and two (2) increases in speed limit from 35 mph to 40 mph, one on El Norte Parkway between Centre City Parkway and Broadway and one on Ninth Avenue between I15 and Pinecrest Avenue.</i>	
Approve the Fifth Amendment to the Consultant Contract for Design of the Citracado Parkway Extension Project (E. Domingue)	
<i>The resource agencies are requiring that updated biological surveys be completed. A potential grant funding agency, EDA has stated that the completion of environmental permitting will improve the City's project as a candidate for Federal funds/grants.</i>	

May 6, 2015
Continued

CONSENT CALENDAR Continued

Set a Public Hearing Date to Consider Establishing an Underground Utility District at El Norte Parkway Between Kaile Lane and Key Lime Way
 (E. Domingue)

Currently in design, the El Norte Parkway Project would construct a second bridge crossing the Escondido Creek on the north side of the road, along the median improvements extending from El Norte Hills Place to East Valley Parkway. In order to construct the bridge, overhead utilities are required to be temporarily relocated, and would be permanently placed underground with the construction of the bridge. In order to use 20A Funds collected by SDG&E available for undergrounding projects within the City of Escondido, an Underground Utility District needs to be established by City Council.

PUBLIC HEARINGS

Public Hearing for City of Escondido Landscape Maintenance District Zones 1-36 and 38
 (E. Domingue)

As part of the approval process for the annual Engineer's Report for LMD Zones 1-36 and 38, a public hearing is required to receive public input on the proposed assessments for the upcoming fiscal year. No Council action is required.

Short-Form Rent Review Board Hearing for Westwinds Mobile Home Park
 (B. Redlitz)

The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 12-month period of consideration from December 31, 2013 through December 31, 2014. Seventy-five percent of the change in the Consumer Price Index for the 12-month period is 0.963%. The average space rent for the 19 spaces subject to the rent increase is \$476.81. The average requested increase per space is approximately \$4.59.

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
 (C. McKinney)

The Regional Water Quality Control Board adopted R9-2013-0001 on May 8, 2013 requiring that the City of Escondido review and update its ordinance, prepare an updated Jurisdictional Runoff Management Plan and Water Quality Improvement Plans for the San Dieguito and Carlsbad watersheds. These updates are required to be in effect by June 26, 2015.

CURRENT BUSINESS

Appointment to the Historic Preservation Commission
 (D. Halverson)

An appointment needs to be made to fill an unscheduled vacancy on the Historic Preservation Commission, term to expire March 31, 2018.

Designation of Authorized Representative for Clean Water State Revolving Fund Loans for the Recycled Water and Potable Reuse Program
 (C. McKinney)

The Clean Water State Revolving Fund requires an authorized representative that will sign loan documents on behalf of the City to be established by resolution.

May 6, 2015
Continued

	WORKSHOP
	Fiscal Year 2015/2016 Budget Briefing (S. Bennett) <i>The City Council adopted a two year budget for the General Fund. The budget consisted of a detailed 2014/2015 budget and a summary 2015/2016 budget. The Finance department will update the 2015/2016 General Fund information and take direction from the Council on preparing a new two year budget to be considered in June 2015.</i>
	Preliminary Five-Year Capital Improvement Program and Project Budgets for Fiscal Year 2015/16 (S. Bennett) <i>Per Council direction, preliminary meeting to discuss staff recommended capital project requests for the 2015/16 Capital Improvement Program and Budget.</i>
	Future Agenda Items (D. Halverson)

City Manager's WEEKLY UPDATE to City Council

April 15, 2015

ECONOMIC DEVELOPMENT

- This weekend we will be hosting a Cal South soccer tournament at Ryan Park. There will only be 40 games scheduled with 48 teams playing. The games are bracket play games of rounds of 32, 16, and quarter finals. Once a team is eliminated, they are done for the weekend. We will see teams from the Boys 17 & 19 year old divisions. We can expect around 1,200 players and spectators in the area. Teams are from all over Southern California.

SPECIAL EVENTS

- No special events scheduled this week
- For information about other events taking place in Escondido, please visit www.visitescondido.com

DALEY RANCH UPDATE

- A large Oak tree near the Daley Ranch House fell down last week hitting a fence and blocking the disabled access ramp on the south side of the Ranch House. The tree will be removed and the fence repaired within the next week or so. The work will be scheduled to avoid conflicting with school tours that will be visiting the Ranch House on Tuesdays and Wednesdays.
- We will begin advertising for the site improvements for the Daley Ranch restroom project. Construction on the actual building is underway at the factory and it is expected that the site improvements will be completed just before the building is delivered.

COMMUNITY DEVELOPMENT

Planning:

- Solutions for Change has submitted a planned development application for a mixed-use project which includes 34 affordable rental units and 1,120 SF of commercial space for the property at 1560-1576 S. Escondido Blvd. The submittals are under review for completeness.
- Per City Council direction, a public meeting was held on April 13th regarding the Emergency Shelter Overlay Zone, to discuss alternative or additional locations where a shelter may be allowed as a permitted use. Approximately ten individuals attended, included business owners in the existing overlay area and residents from the City of San Marcos. Staff provided maps identifying additional areas for the overlay zone and asked attendees to pinpoint these or other areas citywide that they felt would be

City Manager's WEEKLY UPDATE to City Council

appropriate for consideration. Staff will provide a meeting summary for future transmittal to Council.

- Repairs to the Queen Calafia Magical Sculpture Garden are still underway, but the sculpture garden is open to the public on each second Saturday of the month as part of Escondido's 'Second Saturday Art Walk' and upon request for large groups. A new Queen Calafia telephone information line is now operational (760) 839-4000 that provides hours, directions, information on how to request a group visit and general information on Queen Calafia's Magical Circle. The phone number also provides general information and contact information for Kit Carson Park and Visit Escondido. Callers can leave a message for staff if additional information is needed.
- Major Projects Update:
 - Oak Creek (NUW) – The applicant is preparing additional information requested by LAFCO for the annexation application.
 - Amanda Estates (NUW) – The project was unanimously approved by the City Council on April 8th. The applicant is preparing the application package for the LAFCO application.
 - Centerpointe 78 Commercial – The Engineering staff is working with the EIR traffic consultant regarding the alternative traffic mitigation measures proposed by the applicant.
 - North Broadway Deficiency Area Projects – Staff continues to work with the anticipated developer (Lennar) of the properties east of Ash Street regarding a comprehensive grading plan and associated design changes, with the goal of achieving substantial conformance with the approved tentative maps as anticipated in the development agreements. The developer is working towards commencement of grading activities in April. Staff has provided comments on the grading plan design review comments on the proposed units recommending enhancement of the exterior elevation on all four sides of the units. The Zenner annexation, subdivision and development agreement is scheduled for City Council consideration on April 22nd. Staff is coordinating with the applicant regarding the offsite easements needed to construct traffic mitigation measures at the Ash/Vista intersection in the unincorporated area in order to avoid potential condemnation issues.
 - Kaen Planned Development (2516 S. Escondido Blvd.) – The applicant has submitted a revised site plan for the proposed 68-unit residential project responding to some of the concerns previously identified. Revisions include a more centralized recreation area, and relocating the three-story units to a zero setback along the north property line (adjacent to the Urbana residential project),

City Manager's WEEKLY UPDATE to City Council

creating additional opportunity for landscaping along the north side of the long, interior roadway. The revised plans are under review for completeness.

- 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 met with the applicant's team to discuss the revised plans which are under review; the plans propose alternative design standards to be evaluated through the Planned Development process. The applicant's team is exploring some additional design changes to address staff concerns regarding the internal turning radius and clearances for emergency access, design of the proposed deceleration lane at the Centre City Parkway entrance and associated storm water improvements, parking dimensions and location, path of travel, and utility easements and improvements. The applicant is preparing a traffic analysis for inclusion and preparation of a negative declaration.

Building Division:

- The Building Division issued 47 permits for the week with a total valuation of \$62,949.
- 16 photovoltaic permits were issued for the week with 23 more applications submitted for plan review. Building has issued 230 permits so far this year compared to 153 issued at the same time last year.
- Inspections and counter contacts remain steady with inspections averaging 24 per day with 26 on Friday and counter contacts averaging 30 per day with 24 on Friday.
- The Building Division has approved the plans for a new 76 unit condominium project at 2412 S. Escondido Blvd. Recordation of the Final Map is needed prior to permit issuance.
- The new Monticello Assisted living facility at 930 Monticello has received a Temporary Certificate of Occupancy limited to first floor customer sales with a Fire Department required fire watch.

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

Code Enforcement:

The quarterly statistics for Code Enforcement Activities is attached.

CAPITAL IMPROVEMENTS

FY2014-2015 Street Rehabilitation Project:

April 13, 2015 through April 17th, 2015 the concrete subcontractor will be completing concrete for the pedestrian ramps, driveways and sidewalks along 3rd Avenue between Maple Street and Broadway, and 13th Avenue at Redwood Street intersection.

Elm Street between Washington Avenue and the Flood Control Channel:

The project is substantially complete; staff will work on the final punch list for maintenance items.

Private Development

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

The gas subcontractor is placing gas main between Idaho Avenue and Birch Street. Dry utilities are continuing between Idaho Avenue and Suburban Hills Drive.

2412 South Escondido Boulevard:

The contractor is continuing to construct the onsite retaining walls. The new sewer system was tied into the offsite improvement this week. The construction of the on-site water main has begun with the assembly of a steel water siphon.

SDG&E 16" Gas Main Inspection:

SDG&E crews have completed all repairs to the section of pipeline located on Rock Springs Road and have completed the restoration of the asphalt roadway. This permit is now closed.

Future Capital Projects

El Norte Parkway Bridge Widening and Median Enhancement Project:

As part of the project in design, the City requested proposal's from outside consultants to design the bike path pedestrian crossing at the El Norte Pkwy Bridge. Recent studies indicated that a crossing to aid pedestrians and cyclist at this location is warranted. As a result of the City's Request for Proposals (RFP), three proposals were received and reviewed by staff, and STA Engineering Inc. from Vista, CA was selected to complete this work. Work will commence once all agreement required documentation has been received.

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

East Valley Parkway Road Project:

Design of the East Valley Parkway/Valley Center Road project that extends from Beven Drive to the northern City limit is currently in 100% design phase, and work to obtain appraisals for Right of Way acquisition is underway.

PUBLIC SAFETY

Police

INCIDENTS

- On 04-08-15, a victim was meeting with a friend in the area of El Diablo Ct and El Rancho Lane. The victim was assaulted by several suspects, who then carjacked his vehicle. The suspects were gone before the officers arrived and they were not located. Officers were able to develop some leads that they are following.
- On 04-09-15, officers responded to a residence in the 400 block of Pear tree Pl to conduct a welfare check at the request of Adult Protective Services. Upon the officers' arrival, the son of the subject fled out of the back of the house. He was confronted by one of our K-9 officers and the suspect discarded a knife he was carrying. The suspect was taken into custody without incident and it was discovered that he had an outstanding felony warrant. Another resident at the house was arrested on a warrant and APS was able to conduct their investigation.
- On 04-09-15, officers responded to a radio call of a disturbance at a nuisance property in the 1500 block of S. Escondido Blvd. The police department has responded to dozens of radio calls at the location. Officers described the property as a "shanty town" and multiple squatters were contacted at the location. Code Enforcement was requested and they responded to the location. The City Attorney's office is also involved in the case.
- On 04-10-15, officers conducted a traffic stop on a vehicle in the area of 9th Ave and Canterbury Pl. With the assistance of one of our narcotics detection K-9s, a large seizure of methamphetamine and sales paraphernalia were located inside the vehicle. The occupants were placed under arrest for possession of drugs for sales.
- On 04-12-15, a victim was talking on his cell phone in the 1000 block of E. Ohio Ave when he was approached by an unknown suspect. The suspect produced a shotgun, racked a round into the chamber, and demanded the victim's property. The victim was robbed of his cell phone, wallet, and watch. An independent witness later reported that the suspect and victim were seen arguing for an extended period of time before the robbery occurred. The investigation is ongoing.
- On 04-12-15, officers responded to a radio call of a suspicious person in the 200 block of W. 15th Ave. After clearing the call, officers walked back to their patrol vehicles and were confronted by a suspect who was holding two assault type rifles. The suspect demonstrated to the officers that the rifles were empty, but failed to comply with their orders. The suspect was taken into custody with a minor use of force. The suspect is

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

former military and stated that he suffers from PTSD. He was arrested on weapons violation charges.

EVENTS

- Asst. Chief Benton, Capt. Loarie, and Capt. Stuard attended the monthly crime analysis meeting for Carlsbad PD. They attended the meeting to see how other agencies collect, report, and respond to crime data in order to improve our intelligence driven policing methods.
- Asst. Chief Benton was invited as a guest speaker at the Escondido Chamber of Commerce meeting on 04-07-15.
- Our Command Staff welcomed Capt. Dawn Summers, Commander of the San Diego PD Northeast Division, and her second in command, to our station for a networking meeting. Capt. Summers recently took over command of the Northeast Division, which borders Escondido to the south. Common crime trends and inter-departmental cooperation were discussed. As a result of the meeting, one of our burglary detectives met with a SDPD detective and they are currently working on a common crime trend occurring within the two jurisdictions.
- We received a letter from a resident wanting to express her gratitude for an assist provided by an unknown officer (we later found it was Officer Jake Houchin). The writer of the letter was an elderly woman driving a new car. Officer Houchin noticed one of her tires was flat while she was driving and flagged her over to offer help. He helped her get to a tire repair shop and made sure she was going to be okay. Officer Houchin never said anything to us about this and went about his day. If the woman had not sent us the letter, we would not be able to recognize him for this good deed.
- Officers and Police Explorers participated in the "Tip-A-Cop" fundraiser at the Claim Jumper in Carmel Ranch. During this fundraiser, officers took on the role of servers at the restaurant. Instead of serving restraining orders, they served meals. The event raised \$3,895 for the Special Olympics.

Fire:

The National Weather Service has posted a Red Flag Warning for San Diego County from 3:00 AM tomorrow (Wednesday) to 5 PM on Thursday. Gusty Santa Ana winds and low humidity is expected. This Santa Ana event will dry out the fuels that are already 2-4 weeks ahead of last year's pace, which was also a very dry year.

###

Monthly Division Statistics																	
	2015																
	Jan	Feb	Mar	April	May	June	July	Aug.	Sept	Oct	Nov	Dec	Total or Avg.	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Cases Received	145	151	302										598	598	0	0	0
Cases Closed	183	142	249										574	574	0	0	0
Pro-Active	73	86	128										287	287	0	0	0
Active Cases (exempted only)	278	234	311										274	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Referred for Legal Action	2	2	2										6	6	0	0	0
Building Code	9	4	7										20	20	0	0	0
Municipal Code	76	61	190										327	327	0	0	0
Zoning Code	16	32	90										138	138	0	0	0
NPD&S	0	0	0										0	0	0	0	0
Housing Code	8	6	3										17	17	0	0	0
Graffiti	13	23	41										77	77	0	0	0
Vehicle Abatement Cases	5	35	9										49	49	0	0	0
Title 25 Cases	3	4	5										12	12	0	0	0
Inspections Performed	368	333	589										1290	1290	0	0	0
Average # Days Cases Open	65	40	37										47	#DIV/0!	52	#DIV/0!	
Parking Citations	2	19	0										21	21	0	0	0
Administrative Citations	14	12	11										37	37	0	0	0
Admin. Fine \$ Totals	\$400.00	\$808.00	\$1,000.00										\$ 2,208.00	\$2,208.00	\$ -	\$ -	\$ -
Shopping Carts Retrieved	160	134	158										452	452	0	0	0
New B/L Applications	123	134	165										422	422	0	0	0
New B/L Issued	144	124	190										458	458	0	0	0
Renovals Received	607	696	779										2082	2082	0	0	0
Total Licensed Businesses	9699	9653	9663										9672	9663			