



SEPTEMBER 24, 2014

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

Olga Diaz

COUNCIL MEMBERS

Ed Gallo

John Masson

Michael Morasco

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

**September 24, 2014
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 Bargaining Unit
- II. **CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**

Case Name:	<u>City of Escondido v. Sylvia Clark</u>
Case No:	37-2013-00074379-CU-MC-NC
Case Name:	<u>Kreusser v. City of Escondido</u>
Case No:	37-2013-00048319-CU-FR-NC

III. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)

- a. **Property:** APN: 229-372-20 Por. (proposed hotel site, Valley Parkway/Escondido Blvd)
City Negotiator: Charles Grimm, Assistant City Manager
Negotiating Parties: CW Clark, Inc.
Pierpoint Management, LLC
Under Negotiation: Price and Terms of Agreement

IV. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))

- a. Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9(d)(2): One Case

ADJOURNMENT



Council Meeting Agenda

**September 24, 2014
4:30 P.M. Meeting**

**Escondido City Council
and as Successor Agency to the CDC**

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

PRESENTATIONS: Escondido Disposal, Inc. - New Automated Greens Recycling Program

PROCLAMATIONS: Escondido Extreme Girls Softball Team - Southern California State Champions
Escondido Charitable Foundation Week
National Neighborhood Day

ORAL COMMUNICATIONS

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CONSENT CALENDAR

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

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

4. **LEASE AGREEMENT WITH VERIZON WIRELESS AT JESMOND DENE PARK -**

Request Council approve authorizing the Real Property Manager and City Clerk to execute a Lease Agreement with Verizon Wireless, LLC at Jesmond Dene Park.

Staff Recommendation: **Approval (City Manager's Office: Charles Grimm)**

RESOLUTION NO. 2014-151

5. **2013-2014 CITY COUNCIL ACTION PLAN UPDATE -**

Request Council receive and file the 2013-2014 City Council Action Plan update.

Staff Recommendation: **Receive and file (City Manager's Office: Joyce Masterson)**

6. **ADOPTION OF RESOLUTION NO. 2014-144 APPROVING RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 14-15B) FOR JANUARY 2015 THRU JUNE 2015 -**

Request Council approve adopting the Recognized Obligation Payment Schedule (ROPS 14-15B) so that the Successor Agency may continue to make payments due for enforceable obligations.

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

RESOLUTION NO. 2014-144

7. **ESCONDIDO CITY EMPLOYEE ASSOCIATION - ADMINISTRATIVE, CLERICAL & ENGINEERING BARGAINING UNIT MEMORANDUM OF UNDERSTANDING -**

Request Council approve executing a successor Escondido City Employee's Association - Administrative, Clerical & Engineering Bargaining Unit Memorandum of Understanding.

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

RESOLUTION NO. 2014-106

8. **FISCAL YEAR 2012-2013 SAN DIEGO CAL-ID GRANT BUDGET ADJUSTMENT -**

Request Council approve third through fifth-year funding of the five-year San Diego County Cal-ID Grant from the County of San Diego Remote Access Network (RAN); authorize the Chief of Police and Police Department staff to submit grant documents on behalf of the City; and approve budget adjustments needed to set up and spend grant funds for salary expenses for a Forensic Technician.

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

9. **FISCAL YEAR 2015 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT GRANT AND BUDGET ADJUSTMENT -**

Request Council approve authorizing the Escondido Police Department to accept a FY 2015 California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program Grant in the amount of \$305,400; authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

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

10. **HARRF COLLECTIONS YARD CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS -**

Request Council approve authorizing the Mayor and City Clerk to execute a Consulting Agreement for Design Professionals with RBF Consulting Inc., for design of the Hale Avenue Resource Recovery Facility (HARRF) Collections Yard.

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

RESOLUTION NO. 2014-137

11. ADOPTION OF AMENDMENTS TO THE CONFLICT OF INTEREST CODE FOR THE CITY OF ESCONDIDO -

Request Council approve amending the Conflict of Interest Code for the City of Escondido pursuant to the Political Reform Act to update the list of designated public employees and public officials who are required to file a statement of economic interest and disclosure categories.

Staff Recommendation: **Approval (City Attorney's Office: Jeffrey Epp)**

RESOLUTION NO. 2014-143

12. DECLARATION OF AN EMERGENCY FOR SLOPE REPAIRS AT LAKE WOHLFORD ROAD -

Request Council approve accepting the determination by the Public Works Director/City Engineer and foregoing normal bidding procedures.

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

RESOLUTION NO. 2014-157

13. ALL WAY STOP CONTROL REQUEST FOR THE INTERSECTION OF CHESTNUT STREET AND 9TH AVENUE AND A CHANGE ORDER AUTHORIZATION REQUEST TO THE CITYWIDE STREET MAINTENANCE CONTRACT -

Request Council approve amending the schedule of stop signs and authorize the Director of Public Works to execute change orders in the amount of \$30,000 to the Citywide Street Maintenance Contract with All American Asphalt.

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

A) RESOLUTION NO. 2014-153 B) RESOLUTION NO. 2014-159

14. ADOPTION OF A NEGATIVE DECLARATION FOR THE JESMOND DENE LIGHTING PROJECT (ENV 14-0006) -

Request Council approve adopting a Negative Declaration prepared for the Jesmond Dene Park Lighting Project.

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

RESOLUTION NO. 2014-149

15. ADOPTION OF A MITIGATED NEGATIVE DECLARATION FOR THE LINDLEY RESERVOIR TANK REPLACEMENT PROJECT (ENV 14-0004) -

Request Council approve adopting a Mitigated Negative Declaration (MND) prepared for the Lindley Reservoir Tank Replacement Project.

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

RESOLUTION NO. 2014-148

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.)

16. TENTATIVE MAP WITH ONE GRADING EXEMPTION, DEVELOPMENT AGREEMENT AND ANNEXATION (SUB 13-0011, PHG 13-0043, PHG 13-044, ENV 13-0015) -

Approved on September 10, 2014 with a vote of 5/0

ORDINANCE 2014-17 (Second Reading and Adoption)

CURRENT BUSINESS

17. AWARD A PUBLIC IMPROVEMENT AGREEMENT FOR A 24-INCH RECYCLED WATER PIPELINE AND BRINE LINE -

Request Council approve awarding a Public Improvement Agreement to MNR Construction, Inc. for construction of: 1) a 24-inch recycled water (RW) pipeline from the Broadway crossing of Escondido Creek, along the creek to Citrus Avenue; and 2) a Brine Line along the same path as the above described new section of RW pipeline.

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

RESOLUTION NO. 2014-145

18. AWARD A CONSULTING AGREEMENT FOR THE DESIGN OF A MICRO-FILTRATION AND REVERSE OSMOSIS FACILITY FOR TREATMENT OF RECYCLED WATER FOR AGRICULTURAL IRRIGATION -

Request Council approve awarding a Consulting Agreement to Black and Veatch Corporation for design of a micro-filtration and reverse osmosis (MFRO) facility with a capacity of 2 million gallons per day (MGD) The proposed facility would be located between El Norte Parkway and Washington Avenue, and is part of the larger proposed expansion of Escondido's recycled water (RW) distribution to serve eastern and northern agricultural land. This treatment plant will, in 10 to 15 years, be incorporated into an advanced water treatment (AWT) plant at the same site for treatment of RW for potable reuse.

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

RESOLUTION NO. 2014-152

19. DESIGNATION OF AUTHORIZED REPRESENTATIVE FOR CLEAN WATER STATE REVOLVING FUND LOANS FOR THE RECYCLED WATER AND POTABLE REUSE PROGRAM -

Request Council approve authorizing Director of Utilities or his designee to sign on behalf of the City, Financial Assistance Applications for low-interest loans from the Clean Water State Revolving Fund (SRF) for two construction projects: 1) \$7 million for the Easterly Recycled Water Mains and Brine Line; and 2) \$19 million for the Micro Filtration / Reverse Osmosis (MFRO) Facility for Agriculture. These two projects are components of the Agricultural Recycled Water and Potable Use Program.

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

RESOLUTION NO. 2014-135

20. **OPERATION AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND THE CALIFORNIA CENTER FOR THE ARTS ESCONDIDO FOUNDATION -**

Request Council approve authorizing the Mayor and City Clerk to execute the new agreement with the California Center for the Arts Escondido Foundation (CCAEF) for use, operation and management of California Center for the Arts, Escondido (CCAE), located at 340 North Broadway Boulevard.

Staff Recommendation: **Approval (City Manager's Office: Charles Grimm)**

RESOLUTION NO. 2014-139

21. **APPOINTMENT TO THE HISTORIC PRESERVATION COMMISSION -**

Request Council approve ratifying the Mayor's recommendation to fill an unscheduled vacancy on the Historic Preservation Commission; term to expire March 31, 2016.

Staff Recommendation: **Ratify the Mayor's Appointment (City Clerk's Office: Diane Halverson)**

FUTURE AGENDA

22. **FUTURE AGENDA -**

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

CITY MANAGER'S UPDATE/BRIEFING

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

- **CITY MANAGER'S UPDATE -**

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
October 1	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
October 8	-	-	No Meeting	-
October 15	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
October 22	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 COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Lease Agreement with Verizon Wireless at Jesmond Dene Park

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-151 authorizing the Real Property Manager and City Clerk to execute a Lease Agreement with Verizon Wireless, LLC. at Jesmond Dene Park.

FISCAL ANALYSIS:

Rent Revenue in the amount of \$3,000/month will be deposited into the General Fund.

PREVIOUS ACTION:

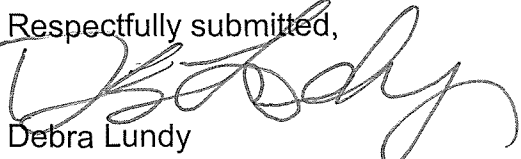
N/A

BACKGROUND:

Verizon Wireless applied for and was issued a Conditional Use Permit (PHG-14-0011) for the installation and operation of a wireless telecommunications facility to be mounted on a ball field light, with a small enclosed equipment structure on Jesmond Dene Park. In order to construct the facility, Verizon will need a lease agreement with the City for use of the property. The parties have negotiated a fair market rent in the amount of \$3,000/month with 3% annual rent escalations for a 5-year lease term with renewal options out to 2039. Lessee shall not assign or co-locate without the prior written consent of the City and any approved co-location will increase the amount of compensation paid to the City by an amount to be determined by the parties.

In the event that Lessee decides to terminate the lease early, it may do so upon providing a 12-month notice in advance to the City and payment of an early termination fee equivalent to 6-months of the then-current monthly rental rate. Lessee shall be responsible for the removal of its equipment upon lease termination and restoration of the premises to its original condition.

Respectfully submitted,


Debra Lundy
Real Property Manager

RESOLUTION NO. 2014-151

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE REAL PROPERTY
MANAGER AND CITY CLERK TO EXECUTE,
ON BEHALF OF THE CITY, A LEASE
AGREEMENT WITH VERIZON WIRELESS,
LLC FOR A CELL SITE AT JESMOND DENE
PARK

WHEREAS, the City owns the real property located at 2401 North Broadway,
known as Jesmond Dene Park; and

WHEREAS, Verizon Wireless, LLC. has requested to lease a portion of this
property for a cell site; and

WHEREAS, the leasing of this site will not have a negative impact on the City-
owned property; and

WHEREAS, Verizon Wireless, LLC. has met all the land use requirements
through the Planning Department and/or Planning Commission; and

WHEREAS, the lease of this site will generate annual income in the amount of
\$36,000.

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

1. That the above recitations are true.
2. That the Real Property Manager and City Clerk are authorized to execute,
on behalf of the City, a Lease Agreement ("Agreement") with Verizon Wireless, LLC. for
the site described in plans for Jesmond Dene Park, at 2401 North Broadway,

Escondido, CA., which Agreement shall be in the form found at Exhibit "A," which is incorporated by reference.



LEASE AGREEMENT

PREMISES:

2401 North Broadway
(A Portion of Jesmond Dene Park)
Escondido, CA 92026

LESSEE:

Verizon Wireless (VAW) LLC, dba Verizon Wireless

LEASE AGREEMENT

This Lease Agreement ("**Agreement**") made this _____ day of _____ 2014 ("**Effective Date**") , is hereby entered into by and between the City of Escondido, with its principal offices located at 201 North Broadway, Escondido, CA 92025, hereinafter designated **LESSOR** and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated **LESSEE**. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "Party."

1. Premises and Use. LESSOR owns that certain real property located at 2401 North Broadway, Escondido, California 92026 ("**Property**"), legally described in Exhibit "**A**," attached hereto and made a part hereof, a portion of which LESSOR hereby leases to LESSEE as described below for purposes of installing, operating and maintaining a telecommunications facility and as more specifically described in Exhibit "**B**" attached hereto. LESSEE shall install, at LESSEE's expense, equipment, antennas and conduits in accordance with all applicable laws and with plans (PHG 14-0011) approved by the City's Planning Department and any/all other permits as may be required by local, state and federal agencies ("**Government Approvals**").

LESSOR hereby leases to LESSEE a portion of the Property being described as a thirty-two-foot (32') by twelve-foot, eight-inch (12' 8") parcel containing approximately four hundred (400) square feet (the "**Land Space**"), certain space (the "**Tower Space**") on the "Light Standard" (defined below), and the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes running between the Land Space and Tower Space (the "**Connection Space**"), together with reasonable non-exclusive access (the "**Rights of Way**"), seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twelve-foot (12') wide right-of-way extending from the nearest public right-of-way, North Broadway, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes under or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "**Premises**") being substantially as described in Exhibit "**B**" attached hereto and made a part hereof.

LESSEE shall, at its expense, install one (1) new stadium light pole (the "**Light Standard**") on the Property as shown on Exhibit "**B**" attached hereto, which is structurally capable of supporting LESSOR's light fixtures and LESSEE's antennas and other ancillary equipment, as permitted in accordance with Government Approvals, consisting of three (3) sectors of two (2) antennas each and one (1) four-foot in diameter microwave dish at the heights identified on Exhibit "**B**". Upon completion of the construction and installation of the Light Standard, LESSEE shall provide LESSOR with thirty (30) days written notice (the "**Initial 30-Day Period**") to permit LESSOR to inspect the Light Standard. If LESSOR provides written notice (the "**Notice**") of any Light Standard deficiencies to LESSEE within the Initial 30-Day Period, LESSEE shall promptly commence any repairs and/or remedial work to the Light Standard necessary to correct the deficiencies described therein. Once such repairs and/or remedial work have been

completed, LESSEE shall notify LESSOR of such completion and LESSOR shall then have an additional thirty (30) days from the date of such notification from LESSEE (the "**Additional 30-Day Period**") to inspect the Light Standard with respect to such deficiencies. In the event LESSOR either fails to inspect the Light Standard as described above during the Initial 30-Day Period or the Additional 30-Day Period, or fails to provide written notice to LESSEE of any such deficiencies (or of LESSEE's failure to repair and/or remediate any deficiencies described in the Notice, if applicable), LESSOR shall be deemed to have approved LESSEE's construction of, and shall be deemed to have approved, the Light Standard, and accepted it in its "as is" condition, and LESSEE shall have no further liability or obligations therefor, except for the repair and maintenance responsibilities during the Term (as hereinafter defined), as described elsewhere in this Agreement. Upon LESSOR's acceptance of the Light Standard, LESSOR shall assume ownership of the Light Standard without need of execution of documentation transferring ownership from LESSEE to LESSOR. For the remainder of the Term, LESSOR shall be solely responsible for the ongoing maintenance and upkeep of the Light Standard, including light fixtures and light bulbs, as well as for the electrical costs associated with operating these light fixtures, and LESSEE shall have no further responsibility in relation thereto.

LESSOR shall use its best efforts to maintain and repair the Light Standard without disturbing or adversely affecting LESSEE's equipment. LESSOR acknowledges and agrees that (1) LESSEE's communications equipment is highly sensitive, (2) LESSEE's communications equipment may only be handled by properly trained and qualified personnel, and (3) LESSEE shall be solely responsible for the maintenance, repair and handling of all of LESSEE's equipment, antennas, and any other of LESSEE's improvements during the Term of this Agreement.

All work to be done by LESSEE, or its contractors, at the Property shall be performed in accordance with the approved Plans pursuant to Paragraph A, above, unless otherwise approved in writing by LESSOR.

LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the Governmental Approvals that may be required by any Federal, State or Local authorities as well as a satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. Further, LESSOR shall be included in the bid walk and in LESSEE's preconstruction meetings(s) and shall have input on the construction schedule.

2. Term

The initial term of this Agreement (the "**Initial Term**") is five (5) years, commencing on the first day of the month in which LESSEE is issued a building permit allowing LESSEE

to construct its facility ("**Commencement Date**"). This Agreement will be automatically renewed for four (4) additional terms (each a "**Renewal Term**") of five years each, unless LESSEE provides LESSOR with a notice of its intention not to renew, not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to herein as the "**Term.**"

LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 7 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 7 and this Paragraph 2, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 7 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

3. Rent

Until the Commencement Date, rent will be a one-time payment of Three Thousand Dollars (\$3,000.00) which shall be due within forty-five (45) days after this Agreement is fully executed. Thereafter, rent will be paid in equal monthly installments of Three Thousand Dollars (\$3,000.00) (until increased as set forth herein). The rent due hereunder will be increased on each anniversary of the Commencement Date to an amount equal to the amount of the monthly installment of rent payable during the preceding year increased by three percent (3%). Rent checks shall be made payable to the City of Escondido, Attn: Accounts Receivable.

4. Title and Quiet Possession

LESSOR represents and warrants for the benefit of LESSEE that: (a) it is the fee owner of the Property; (b) it has the right to enter into this Agreement; (c) the person signing this Agreement on behalf of the LESSOR has the authority to sign; (d) that LESSEE is entitled to access to the Property at all times and to the quiet possession of the Premises throughout the Initial Term and each Renewal Term so long as LESSEE is not in default hereunder beyond the expiration of any cure period; and (e) LESSOR shall not have unsupervised access to the Premises or to the LESSEE's equipment.

5. Assignment/Subletting/Co-Location of Other Telecommunication Providers

LESSEE shall not be permitted to allow any third parties to use the Light Standard and acknowledges and agrees that LESSEE shall only be permitted to install its equipment on the Light Standard in the locations identified on Exhibit "**B.**" LESSEE shall not sublease space within the Land Space without notice to or consent of LESSOR. Such consent shall not be unreasonably withheld.

This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market

defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned and LESSEE agrees that any such co-location will require compensation to LESSOR in an amount to be determined in the Parties' reasonable discretion when LESSOR approves such co-location. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

6. Notices

All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Notices to LESSEE are to be sent to:

Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notices to the LESSOR are to be sent to:

City of Escondido
201 North Broadway
Escondido, CA 92025
Attention: Real Property Manager

7. Improvements

LESSEE shall apply an anti-graffiti coating to the exterior of the equipment structure which is to be constructed under this Agreement.

LESSEE may, at its expense, make such improvements within the equipment structure, as it deems necessary, from time to time for the operation of its communications system. Should LESSEE wish to add any equipment outside of the Premises, LESSEE may do so only with LESSOR's consent. In such event, this Agreement shall be amended to incorporate such additional space as part of the Premises. LESSEE shall, however, have the right to modify, replace, swap-out or repair LESSEE's equipment within the Premises without notice to or the consent of LESSOR unless otherwise specified in this Agreement. Upon the expiration or within ninety (90) days after the

earlier termination of this Agreement, LESSEE shall remove its equipment and improvements and will restore the Premises to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws

LESSEE will comply with all applicable laws relating to its possession and use of the Premises.

9. Interference

LESSEE will resolve technical interference problems with other equipment located at the Property on the Commencement Date or any equipment that becomes attached to the Property at any future date when LESSEE desires to add additional equipment to the Property. Likewise, LESSOR will not permit or suffer the installation of any future equipment which (a) results in interference problems to LESSEE's then existing equipment or (b) encroaches onto the Premises. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

10. Utilities

LESSEE will pay for all utilities used by it at the Premises. LESSOR will cooperate with LESSEE in LESSEE's efforts to obtain utilities from any location provided by LESSOR of the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination

A. Default. If LESSOR discovers at any time during the Term that LESSEE or any other party has used or is using the Premises in an unlawful manner or in any manner that is inconsistent with any provision of this Agreement, LESSOR may notify LESSEE of the failure to perform and terminate this Agreement in accordance with this Section.

B. Right to Cure. LESSEE must cure any failure to perform any of the terms, conditions, or covenants of this Agreement to be observed or performed by LESSEE within thirty (30) days after receiving notice from LESSOR of the default, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

C. Termination upon Default. Upon the occurrence and failure to cure a default of this Agreement within the time period in Paragraph 11.A above, LESSOR may, at its option, and in addition to any and all other rights to which it may be entitled under this

Agreement or applicable law, elect to terminate this Agreement. Any such termination will be effective as of the date specified in such election.

D. LESSEE Termination. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; or (iv) LESSEE determines that the Premises is no longer technically compatible for its use, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective twelve (12) months after the mailing of such notice by LESSEE. LESSEE shall also pay to LESSOR a termination fee equal to six (6) months of the then-current rent. All rent paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

12. Subordination and Non-Disturbance

This Agreement is subordinate to any mortgage or deed of trust now of record against the Property, provided however, that as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future mortgage or deed of trust, LESSOR shall obtain a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, recognizing LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. Promptly after this Agreement is fully executed, LESSOR will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to LESSEE from the holder of any such mortgage or deed of trust.

13. Taxes

The terms of this Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in LESSEE, LESSEE may be subjected to the payment of personal property taxes levied on such interest. LESSEE shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon LESSEE, on said Premises or any interest therein, on any buildings, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein.

LESSEE further agrees not to allow such taxes, assessments, or fees to become a lien against the Premises or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit LESSEE from contesting the validity of amount of any such tax, assessment, or fee in any manner authorized by law.

14. Insurance

LESSEE must have insurance in the following amounts at all times during this Agreement:

- A. General liability insurance with at least Two Million Dollars combined single-limit coverage per occurrence for bodily injury and property damage.
- B. Automobile liability insurance of One Million Dollars combined single-limit per accident for bodily injury and property damage for any and all vehicles that are owned by the LESSEE (if applicable).
- C. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.
- D. Commercial property insurance in an amount commensurate with the value of the improvements on the Premises.
- E. During the construction of LESSEE's improvements, insurance in an amount no less than to cover construction risks, etc.

Each insurance policy required above must be acceptable to the City Attorney in his or her reasonable discretion:

- F. Each policy must name LESSOR specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.
- G. Upon receipt of notice from its insurer(s), LESSEE shall use its best efforts to provide LESSOR with thirty (30) days prior written notice of cancellation. 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.
- H. All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

LESSEE agrees to deposit with LESSOR, on or before the effective date of this Agreement, a certificate of insurance necessary to satisfy the insurance provisions of this Agreement and to keep such insurance in effect during the entire Term of this Agreement. This certificate must be reviewed by, and acceptable to, the City Attorney, in his or her reasonable discretion, prior to commencement of the Initial Term. LESSEE will also provide LESSOR with a blanket additional insured endorsement adding LESSOR as an "additional insured", with the exception of the worker's compensation policy. Noncompliance by LESSEE with any provision of this Section after LESSEE's receipt of LESSOR's notice as provided in Section 11 shall allow LESSOR to terminate this Agreement.

LESSOR shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of LESSOR's Lease Administrator, the insurance provisions in this Agreement do not provide adequate protection for LESSOR and for members of the public using the Premises, LESSOR may require LESSEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. LESSOR's requirements shall be reasonable, but shall be designed to assure adequate protection of LESSOR's interests. LESSOR's Lease Administrator shall notify LESSEE in writing of changes in the insurance requirements and, if LESSEE does not deposit with LESSOR within sixty (60) days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, LESSEE shall be deemed in default of this Agreement without further notice to LESSEE and may be forthwith terminated by LESSOR's Lease Administrator.

The procuring of such required policy or policies of insurance shall not be construed to limit LESSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, LESSEE shall be obligated for the full and total amount of any damage, injury or loss attributable to any act or omission of it or its agents, employees or contractors in connection with this Agreement or with LESSEE's use or occupancy of the Premises.

Noncompliance (after notice and the opportunity to cure) by LESSEE with any provision of this Section shall allow LESSOR's Lease Administrator to terminate this Agreement.

15. Indemnity

LESSEE shall defend, indemnify, and hold harmless LESSOR, its officers, agents, and employees from and against any and all claims, demands, and liabilities for loss of any kind or nature which LESSOR, its officers, agents, or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with this Agreement or with the occupancy and use of the Premises by LESSEE, its employees, agents and contractors. LESSEE further agrees to pay any and all costs and expenses, including, but not limited to, court costs and reasonable attorney's fees incurred by LESSOR on account of any such claims, demands, or liabilities. However, the provisions of this Agreement shall not be construed to indemnify LESSOR for claims or acts to the extent arising from the gross negligence or willful misconduct of LESSOR or its employees, agents or contractors.

Neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

16. Maintenance

LESSEE will be responsible for repairing and maintaining the communication system and any other improvements installed by LESSEE at the Property in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of LESSOR, its agents or employees, LESSOR shall reimburse LESSEE for the reasonable costs incurred by LESSEE to restore the damaged areas to the condition which existed immediately prior thereto. LESSOR will maintain and repair all other portions of the Property of which the Premises is a part in a proper operating and reasonably safe condition.

17. Casualty

In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following the same, or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE'S operation at the Premises for more than forty-five (45) days, then Verizon Wireless may, at any time following such fire or other casualty, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payment due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during this period of repair following such fire and other casualty in proportion to the degree to which LESSEE use of the Premises is impaired.

18. Integration

In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties.

19. Condemnation

In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the

Premises, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

20. Governing Law

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

21. Successors

This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

22. Survival

The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

23. Captions

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

CITY OF ESCONDIDO

Date: _____

Debra Lundy, Real Property Manager

Date: _____

Diane Halverson, City Clerk

LESSEE

VERIZON WIRELESS (VAW) LLC,
D/B/A VERIZON WIRELESS

Date: _____

By: _____
Name: Brian Mecum
Title: Area Vice President Network

APPROVED AS TO FORM:

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

By: _____

Exhibit "A"

Legal Description of Property

All that certain real property situated in the County of San Diego, State of California, described as follows:

That portion of Section 33, Township 11 South, Range 2 West, and of Section 4, Township 12 South, Range 2 West, San Bernardino Base and Meridian, according to Official Plat thereof, in the County of San Diego, State of California, described as follows:

Beginning at the South Quarter Section corner of said Section 33; thence South $89^{\circ}58'05''$ West 1325.00 feet to the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 33; thence North $00^{\circ}16'43''$ East along the West line of said Southeast Quarter 1091.63 feet to a point on curve concave Southwesterly having a radius of 1000.00 feet, a radial at said point bears North $26^{\circ}34'32''$ East; thence Southeasterly along said curve through a central angle of $17^{\circ}19'54''$ an arc distance of 302.50 feet; thence South $46^{\circ}05'34''$ East 197.38 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 545.00 feet; thence Southeasterly along said curve through a central angle of $34^{\circ}16'26''$ an arc distance of 326.01 feet to the beginning of a reverse curve concave Southerly having a radius of 1655.00 feet, a radial at said point bears North $09^{\circ}38'00''$ East; thence Southeasterly along said curve through a central angle of $06^{\circ}57'38''$ an arc distance of 201.06 feet to the beginning of a reverse curve concave Northerly and having a radius of 1445.00 feet, a radial at said point bears North $16^{\circ}35'38''$ East; thence Easterly along said curve through a central angle of $18^{\circ}25'25''$ an arc distance of 464.64 feet to the beginning of a reverse curve concave Southerly and having a radius of 1155.00 feet, a radial at said point bears North $01^{\circ}49'47''$ West; thence Easterly along said curve through a central angle of $20^{\circ}06'17''$ an arc distance of 405.28 feet; thence South $71^{\circ}43'30''$ a distance of 256.95 feet to the Westerly line of Rancho Rincon Del Diablo, as said line is shown on a map filed in Book 4188, of Record of Survey in the Office of the County Recorder of San Diego County; thence South $14^{\circ}30'30''$ West along said line 928.67 feet to the beginning of a tangent curve concave Easterly and having a radius of 1128.00 feet; thence Southerly along said curve through a central angle of $11^{\circ}07'37''$ an arc distance of 219.06 feet to the beginning of a reverse curve concave Westerly and having a radius of 1072.00 feet, a radial at said point bears North $86^{\circ}37'07''$ West; thence Southerly along said curve through a central angle of $18^{\circ}38'22''$ an arc distance of 348.74 feet; thence South $22^{\circ}01'15''$ West 185.00 feet to the beginning of a tangent curve concave Easterly and having a radius of 928.00 feet; thence Southerly along said curve through a central angle of $07^{\circ}30'45''$ an arc distance of 121.68 feet to the hereinabove mentioned Rancho line; thence South $14^{\circ}30'30''$ West along said line 11.08 feet to the South line of Lot 1 of said Section 4; thence South $89^{\circ}47'04''$ West along said South line 211.82 feet to the West line of said Lot 1; thence North $00^{\circ}30'38''$ East along said West line 1360.19 feet to the point of beginning.

Excepting any portion within Jesmond Dene Road and North Broadway, also excepting therefrom that portion of said land conveyed to Oak Creek, a joint venture composed of Zellner Communities, a California Corporation and DCA of California, Inc., a California Corporation, as set forth and described in that certain document recorded October 14, 1981 as Instrument No. 81-325081 of Official Records, together with that portion of Street vacated by that certain "Resolution to Vacate No. 90-497" recorded February 25, 1991 as Instrument No. 1991-0081425 of Official Records, which would pass by operation of law upon conveyance.

Assessor's Parcel No: 187-310-09; 224-290-09

Exhibit "B"

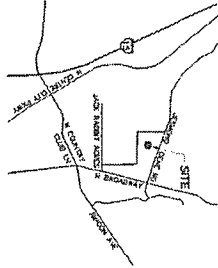
Description and Depiction of the Premises

(See Attached.)

verizonwireless

JESMOND DENE NCD
2401 NORTH BROADWAY
ESCONDIDO, CA 92026

VICINITY MAP



ADDRESSES
2421 NORTH HOLLYWAY
ESCONDIDO, CA 92026

CONSULTANT TEAM

ARCHITECT:
BOOTH & SMITH ARCHITECTURE INC.
115 CARMICHAEL VALLEY DRIVE, SUITE 20
CARMICHAEL, CA 91024
(714) 441-8771
(714) 441-8134 (fax)

LEASING/PLANNING:
TAC
4055 CANTON PARK DRIVE
NEWPORT BEACH, CA 91464
CONTACT:
MICHELLE MARRAS/JOE - LEASING
JAMES MARRAS - PLANNING
NEWPORT BEACH, CA 91464
(714) 397-4122

SUBCONTRACTOR:
JAY STON ENGINEERS
215 AVENUE 188, SUITE 100
SAN FRANCISCO, CA 94132
(415) 774-4445

PROJECT SUMMARY

APPLICANTS:
 *VICTORIA WARELESS
 10005 SAND CANYON AVENUE
 INVERCITY, CA 92346
 *CONTACT: VICTORIA WARELESS
 PHONE: (714) 474-1518

OWNERS:
 CITY OF ESCROWADO
 701 NORTH BROADWAY
 ESCROWADO, CA 92625
 FOR CONTACT: PEE WEI WU
 PHONE: (714) 833-4655

PROJECT DESCRIPTION:

- [illegible]

SHEET SCHEDULE

T-1	INIT SHEET AND PROJECT DATA
A-0	SITE PLAN
A-1	DETAILED SITE PLAN
A-2	RESIDENT PLAN
A-3	ESTIMATED ELEVATIONS
A-4	ARTIFICIAL PLANT & LIGHT STANDARD ELEVATION
C-1	TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

ALL THAT CERTAIN PLAT PROPERTY SITUATED IN THE COUNTY OF SAN BEBEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE POSITION OF SECTION 35, TOWNSHIP 13 NORTH, RANGE 7 WEST, AND OF SECTION 34, TOWNSHIP 12 NORTH, RANGE 7 WEST, BOTH BEING IN THE EAST AND WESTERLY ALLEGED TO BE OFFICIAL PLAT TOWERS, IN THE COUNTY OF SAN BEBEO, STATE OF CALIFORNIA.

APPLICABLE CODES

ALL WORK SHALL COME WITH THE FOLLOWING ATTACHED COO
CALIFORNIA STATE BUILDING CODE TITLE 24, 2010 EDITION
CALIFORNIA PLUMBING CODE, 2010 EDITION
CALIFORNIA MECHANICAL CODE, 2010 EDITION
CALIFORNIA ELECTRICAL CODE, 2010 EDITION
CALIFORNIA FIRE CODE, 2010 EDITION
CALIFORNIA ENERGY CODE, 2010 EDITION
IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE
SHALL PREVAIL.

ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED MATTER FOR TELECOMMUNICATIONS FACILITY AND, ACCORDING TO WRITTEN INTERACTION FROM THE CALIFORNIA DEPARTMENT OF THE STAFF ARCHITECT, IS EXCEPT FROM ESTABLISHED ACCESS REQUIREMENTS.

PROJECT NAME

**JESMOND DEN
NCD
2401 NORTH BROADWAY
ESCONDIDO, CA 92026
SAN DIEGO COUNTY**

DRAWING DATE:

0/21/13	50X 2D (4x)
0/22/13	100X 2D (4x)
0/23/13	100X 2D (4x)
1/20/13	100X 2D (4x)
1/21/13	100X 2D (4x)
1/22/13	100X 2D (4x)
1/23/13	100X 2D (4x)
2/21/13	100X 2D (4x)

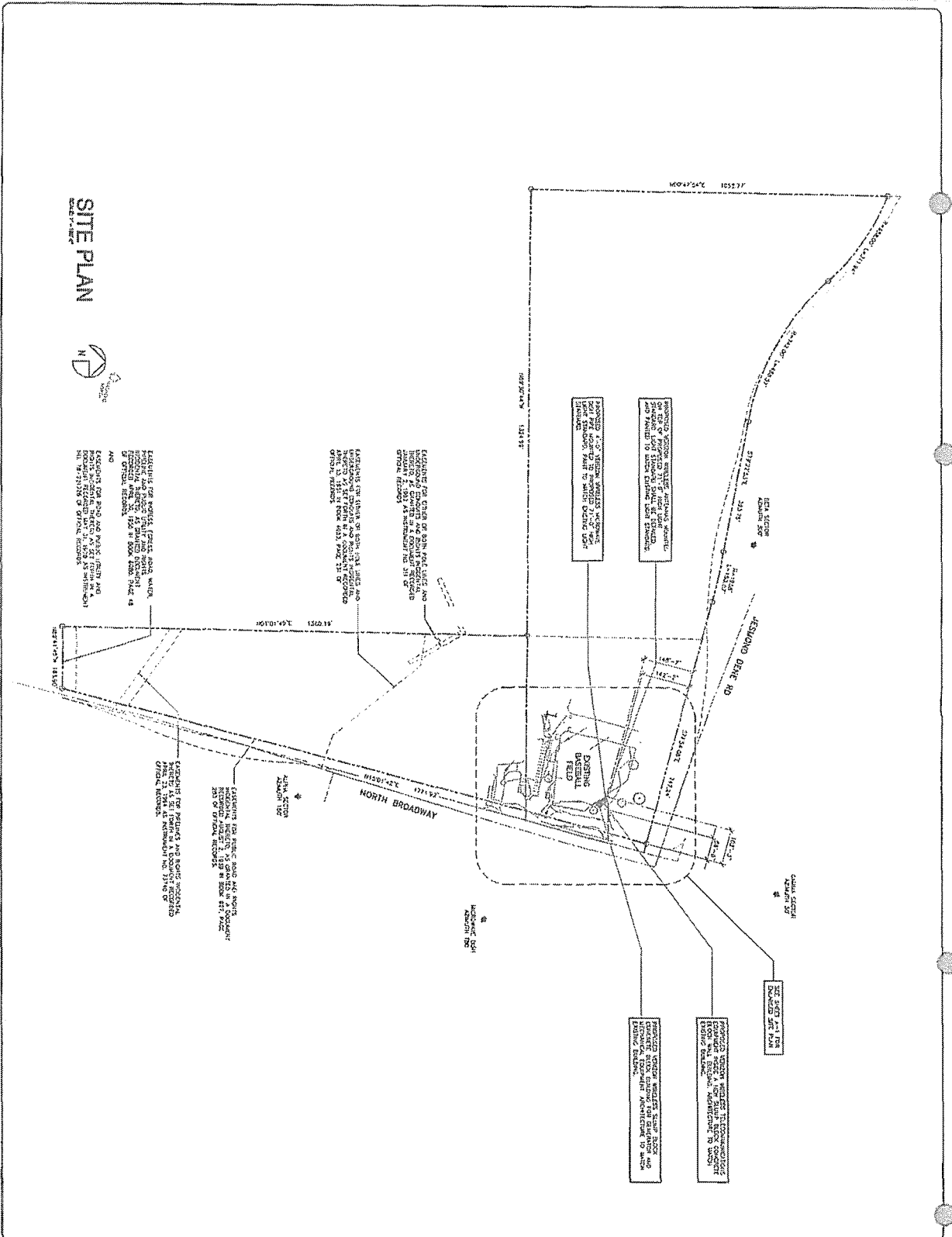
SHEET 304A

PROJECT DATA

PLANNING DIVISION

100

FIG 14-8011

[illegible]



7

BOOTH & SUAREZ
ARCHITECTS • INTERIORS
145 CHANDLER AVENUE, SUITE 200
CHICAGO, IL 60604 (312) 467-4400

PREPARED FOR



P.O. BOX 19707
IRVINE, CA 92623-9707
(549) 286-7000

ASAPALS

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[illegible]

Journal of Interpersonal Violence 28(17)

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***** 6.6 *****

PROJECT NAME

WIND

NORTH BROAD

DIKGO COUN

DATE: _____

202 17 (44)
1028 25 (70)
1000 20 (50)

Year	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

Abstract

THE 17TH

11

SITE PLAN

.....

 Springer

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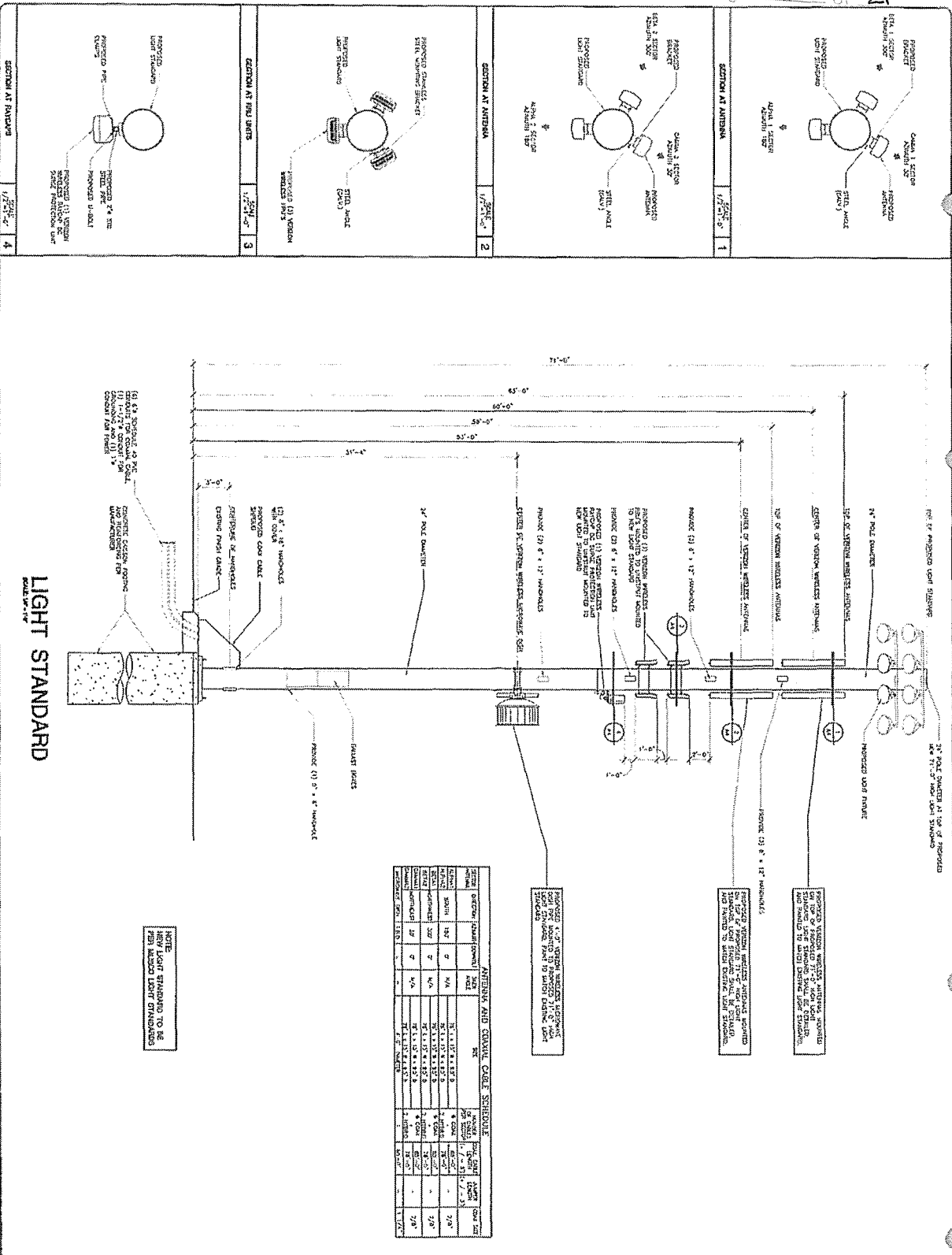
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A-2



A-3



PROJECT NAME
JESMOND DENE
NCD

2401 HIGHT BROADWAY
CARMEL, CA 95008
SAN DIEGO COUNTY

DRAWING DATES
10/21/13
10/21/13
10/21/13
10/21/13
10/21/13

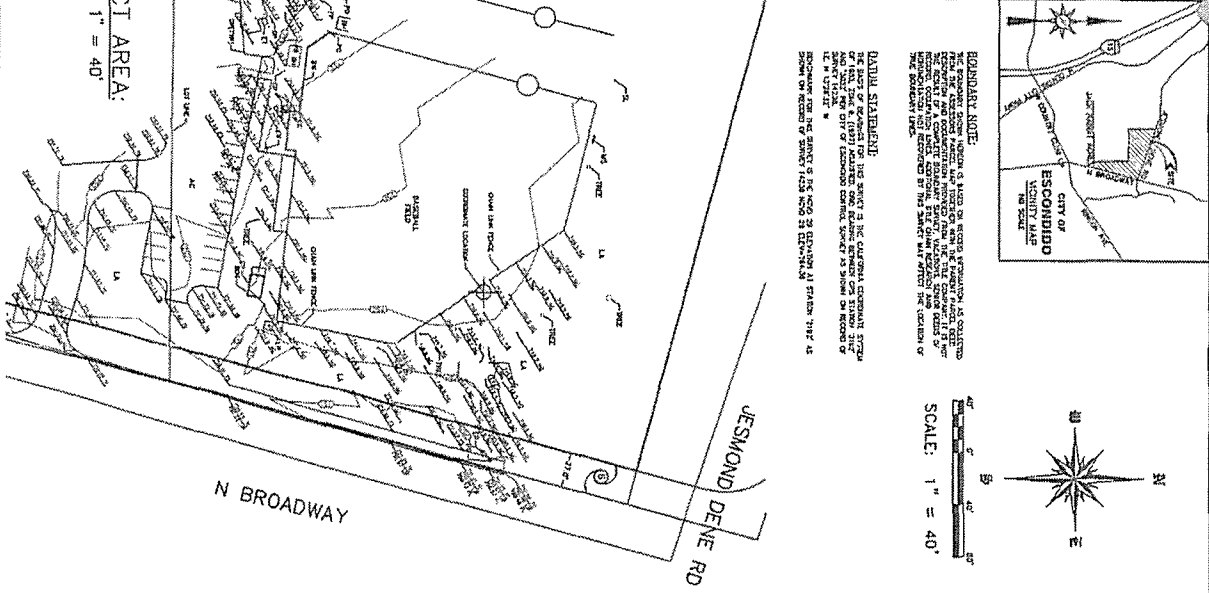
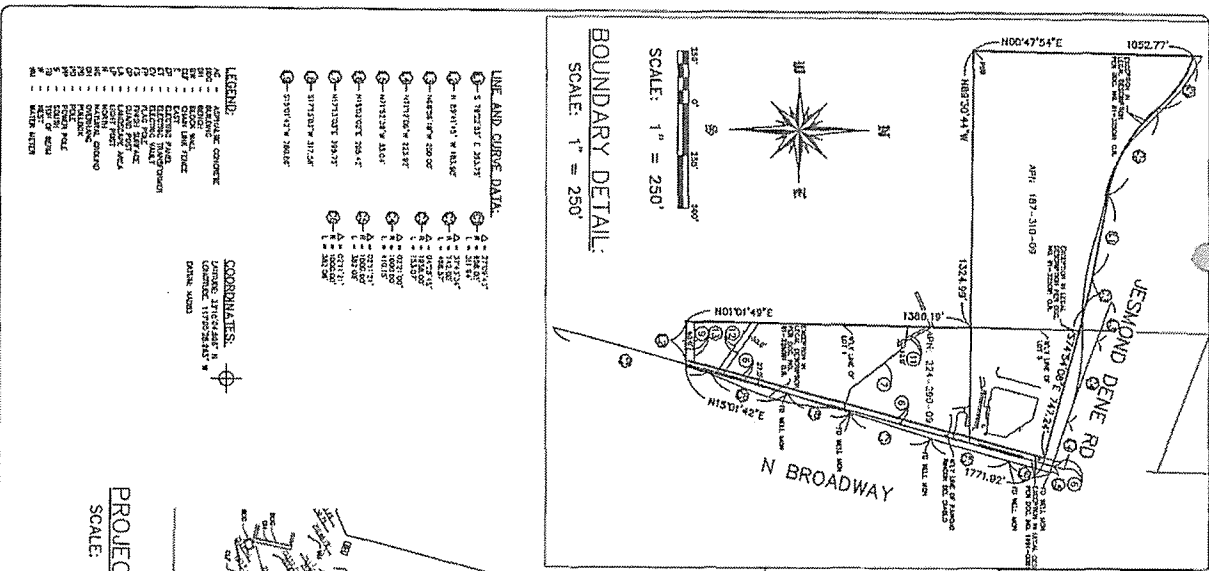
BOOTH 8
SUNAV-2

PREPARED FOR
Verizon Wireless

DATE
10/21/13

APPROVALS

PROJECT ELEVATION
A-4

[illegible][illegible][illegible]

BOOTH 8
STARTZ

ARCHITECT: 22 YAMING
 1500 17th St., Suite 100, San Francisco, CA 94103
 (415) 774-1100

PREPARED FOR


P.O. BOX 19070
 NEWPORT BEACH, CA 92660
 (714) 222-7000

CONSULTANT
JRN
CIVIL ENGINEERS
 232 AVENUE PARADISE
 SUITE 107
 SAN CLEMENTE, CA 92672
 (949) 218-4833

PROJECT NAME
 JESMOND DENE NCD

PROJECT TITLE
 TOPOGRAPHIC SURVEY

DRAWING DATES
 10/19/2011

PROJECT VERSION/ISSUE AKA
 C1

DATE
 10/19/2011

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5
Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Joyce Masterson, Director of Economic Development and Community Relations

SUBJECT: 2013-2014 City Council Action Plan Update

RECOMMENDATION:

It is requested that Council receive and file the 2013-2014 City Council Action Plan update.

FISCAL ANALYSIS:

None

PREVIOUS ACTION:

The City Council held a workshop for the development of the 2013-2014 Council Action Plan on February 27, 2013. On June 26, 2013, Council provided direction on the Economic Development element of the Action Plan. On August 14, 2013, Council provided direction on the Neighborhood Improvement element. On September 11, 2013, Council provided direction on the Public Safety element. On October 16, 2013, the Council provided direction on the Fiscal Management element of the Action Plan. The City Council approved the 2013-2014 City Council Action Plan on November 6, 2013.

BACKGROUND:

The City Council Action Plan represents the City Council's collective vision for Escondido's future and the key strategies that will be used to achieve that vision. It is developed biennially following a workshop where key policy goals are identified and discussed.

Attached to this staff report is a written status report providing the City Council with information on the progress being made in achieving its goals through August 31, 2014.

Respectfully submitted,



Joyce Masterson
Director of Economic Development and Community Relations

Two-Year City Council Action Plan 2013-2014

September 24, 2014 Update

City Council Action Plan Economic Development

Goal	Current Reality	Strategy	Evaluation Measure
Implement Comprehensive Economic Development Master Plan	As prescribed by the Master Plan, an Economic Development Task Force (EDTF) has been formed consisting of Community members and staff. This group is currently reviewing any barriers or enhancements needed to make the new employment lands identified in the General Plan available for development, keeping in mind those which best can accommodate the plan's focus on healthcare and clean tech.	1) Convene EDTF to identify specific industry attraction targets and goals for two and five-year horizons. (CEDS 4a). Completed	1. Creation of list of targets and goals
		2) Develop industry-specific marketing materials and campaigns for the initial "focus targets" identified by the EDTF in conjunction with the City's identity and image enhancement program. (CEDS 4b) November 2014	2. Creation of materials
		3) Investigate implementation of formal Business Retention and Expansion survey process. Cost is anticipated at approximately \$10,000. CEDS (5b) September 2014	3. Completion of analysis
Integrate with regional economic development efforts	The Mayors, City Managers and Economic Development staffs of Carlsbad, Escondido, Oceanside, San Marcos and Vista have agreed to collaborate on a joint branding effort.	4. Provide funding in the amount of \$21,000 to hire a consultant to create a regional brand for the North County. Funding requested in FY 2013-2014 Budget Completed	4. Creation of brand by consultant

Goal	Current Reality	Strategy	Evaluation Measure
Prepare Business Park Land and infrastructure	The type of proposed development drives preparation requirements. Water, sewer, communications, soil remediation and traffic demands are driven by development type. Acquisition of private properties to be assembled for sale would require significant investment. An RFP for development of this land is not recommended until properties are assembled. However, refinement of the vision for City-owned properties is needed to guide decisions (lease or sell) and will set the frame-work for overall development of the Business Park.	5. Remove potential barriers to development including: a. Fund removal of dilapidated building at 525 N. Quince. (Estimated cost is \$48,974) Completed b. Develop a Long Range Property Management Plan (LRPMP) - Completed. Adopted by Successor Agency and Oversight Board (10/2 & 10/8); to DOF for approval by 11/24 c. Implement LRPMP December 2014	5a. Completion of demolition 5b. Adoption of a Long Range Property Management Plan. 5c. LRPMP Implementation

Goal	Current Reality	Strategy	Evaluation Measure
Leverage partnerships with local Chambers of Commerce, schools & universities, realtors, developers , Union Tribune, SDNEDC, wineries, breweries, Visitor's Bureau	City staff currently serve on the following chamber committees: • SDNCC economic development and workforce development • Escondido Chamber government relations and economic development City staff have well-established connections with: • Vista Brewers' Guild • SDNEDC • Escondido wineries via Grape Day 2012 event • School district • Brokers	6. Schedule minimum of 2 editorial board meetings with UT annually Completed. Mayor has met several times with Union Tribune Board. 7. Establish Escondido brewers/vintners guild modeled after Vista example . On Hold. Escondido brewers and vintners are now participating in regional professional collaborations (The Vista Brewer's Guild and the San Diego Urban Winery Association) making separate Escondido guild s redundant. These groups are comprised of industry professionals who meet regularly to share information and resources and serve as a unified voice for these industries. A City Economic Development staff member will be included in the meetings and information sharing of both organizations, including being the main presenter at the September meeting of the winery group.	6. Meetings held 7. Establishment of guild 8. Approval by Council 9. Formation of groups
		8. Fold " Visit Escondido " Director into City Economic Development Division Completed 9. Encourage industry specific business groups (i.e. craft beer, wineries, hotels, restaurants) July 2014 . Completed with ongoing relationships for collaboration, networking and promotion.	

Goal	Current Reality	Strategy	Evaluation Measure
Attract a Hotel	In 2003 the City issued an RFP for a downtown hotel. The developer selected has been unable to secure financing for the project. Since ten years have lapsed it is appropriate to solicit new proposals for a quality hotel in Escondido, including areas outside of downtown.	10. Develop an RFP for a hotel July 2014. On hold pending two proposals under consideration.	10. Selection of developer
Establish a pro-active annexation Policy for the commercial areas identified in the General Plan Update	LAFCO requires a development plan to accompany an annexation application. This requirement could be modified by the San Diego LAFCO Board leadership to facilitate certain annexations. General Plan Policies have been updated focused on a pro-active approach toward annexing land that addresses city goals. The City Annexation Guide has been updated and posted online at: http://www.escondido.org/Data/Sites/1/media/pdfs/Planning/AnnexationGuide.pdf	11. Request the Mayor, as a member of the San Diego LAFCO , to work with the Board and LAFCO staff to modify its policy which would facilitate annexation of commercial properties. December 2014	11. Modification of policy

Goal	Current Reality	Strategy	Evaluation Measure
Enhance use of Technology and Innovation to improve efficiency, services and reduce costs	Virtual City Hall was recently completed to provide easy public access to information. Expedited processing is available.	12. Improve use of City's systems for tracking permit processing times. (CEDS 8d) This will also include customer complaints and special events permits. Completed. TRAKIT permit tracking software has been updated and CRM TRAK module has been implemented to track customer complaints.	12. Internal and external customer feedback
Make Escondido more competitive in the marketplace	Substantial work has taken place to accomplish this goal including creation of the Economic Development Director position to increase focus in this area; expedited permit delivery is available upon request; and the development process has been streamlined by combining Design Review Board and Planning Commission. Interdepartmental meetings are held weekly to coordinate, proactively identify and resolve issues early in the development process.	13. Raise the project-size threshold for triggering CEQA requirements, subject to City's discretionary authority (CEDS 8b.) Completed. At the December 4, 2014 meeting, the City Council adopted updated CEQA thresholds of significance based on local standards that establishes the parameters for preparing the environmental documentation required for projects (Ord. 2013-12).	13. Adoption
	The current focus of the Economic Development Subcommittee has primarily been only to review requests for expedited processing, rather than to update committee members on broader economic development matters.	14. Continue to identify process improvements to further streamline the development review process. Completed. "Working Together to Get to Yes" program presented at City Council workshop in June 2014.	14. Completion
		15. Formalize City "red team" (Staff Development Committee) to ensure timely development processing, building on the structure of the existing interdepartmental team (CEDS 8c.) Completed	15. Completion
		16. Prepare appropriate zoning ordinances for Planned Office, R-5-30, Mixed Use Overlay Standards, Parking, etc. reflecting recent General Plan Update land use changes Completed. Code amendments for commercial zones including Planned Office approved in August 2014.	16. Adoption

Goal	Current Reality	Strategy	Evaluation Measure
		17. Assign the Economic Development Director as the staff liaison to the Economic Development Subcommittee, and hold quarterly meetings to update subcommittee on economic development topics. Special meetings of the subcommittee will still be held as needed to review requests for expedited processing. Completed	17. Customer feedback Establishment of quarterly regular meetings.
Turn Escondido into an Education Hub	27.9% of Escondido residents over the age of 25 do not have even a high school diploma. Interest in improving educational opportunities is increasing as evidenced by the construction of the new public high school Del Lago Academy, the expansion of Classical Academy and Charter High School, the remodel of Palomar College and the relocation of John Paul the Great University to Grand Avenue.	18. Establish an Educational Task Force. (CEDS 16a) Completed. Rather than create a separate group, a City Economic Development staff member has joined the recently created San Diego North Adult Education Partnership. The Partnership is a regional consortium that includes the Escondido Union High School District. The Partnership is focused on creating and implementing a plan to better provide adults in the region with high school equivalency certificates, career technical education and apprenticeships. 19. Draft an Educational Enhancement operational plan, specifically focused	18. Creation of Task Force 19. Develop plan

Goal	Current Reality	Strategy	Evaluation Measure
Carryovers from previous Council Action Plan	Review of the Public Art Fee and Commission in 2011-2012 Action Plan was not completed due to work load of staff associated with AMGEN race. The scheduling of a Fire Prevention Staff member at City Hall one day a week for plan checks had been delayed due to staffing levels. However, based on customer feedback, this service enhancement is no longer needed. Staff recommends removing this item from the Action Plan.	21. Determine the appropriateness of retaining, reducing or eliminating the current Public Art Fee and the Public Art Commission. Completed. A recommendation by staff was given to the City Council in August 2014 recommending no changes be made to either the Public Art Fee or the Public Art Commission. There were no objections to this recommendation.	21. Customer Feedback

City Council Action Plan Fiscal Management

Goal	Current Reality	Strategy	Evaluation Measure
Improve the City's A+ Bond Rating	Ratings are influenced by factors beyond the city's control including regional economic factors, local unemployment, etc. The best Standard & Poor's ratings are AAA, AA, and A. These are sometimes supplemented with a plus (+) or a minus (-) sign to raise or lower a bond's position within the group. According to definition the "A" represents a "strong capacity to meet financial commitments, but somewhat susceptible to adverse economic conditions and changes in circumstances". The "+" indicates a standing at the top of the scale. The City's current bond Rating for General Obligation Bonds is A+. The City's Water and Wastewater Bond Rating is AA-.	1. Create a list and implementation dates of economic factors that the City can control that may assist the city in raising its bond rating. Completed. Standard & Poor's Ratings Services upgraded the City's General Obligation Bond credit rating from A+ to AA-. The Finance Department has developed a list of strategies that are within the city's control that will help maintain or improve the City's bond credit rating.	1. Implementation of economic factors within the city's control

Goal	Current Reality	Strategy	Evaluation Measure
Reduce Pension Debt	PERS is addressing this issue by implementing increased city contribution rates over the next five years that will be dedicated to lower the unfunded liability amount. The PERS actuarial report released in November of 2013 will have more information regarding these specific rates. The City needs to address this extra retirement cost in our future projections.	2. Present a five year projection, adding in a new retirement cost dedicated to eliminate the unfunded liability in 30 years. Completed. On March 26, 2014 John Bartel provided the City Council with an update on CalPERS new assumption changes and newly adopted contribution policy which will modify its actuarial smoothing and amortization methods. The outcome of these changes will be a ramp up in the employer contribution rate for the next 5 years beginning in fiscal year 2015/16 along with a 20 year amortization period and then a 5 year ramp down in rates with the end goal of eliminating the unfunded liability in 30 years.	2. Review of PERS report

Goal	Current Reality	Strategy	Evaluation Measure
Maintain Reserve fund at 25% of the General Fund but never lower than 25 million dollars	The City has had a standard policy of keeping a minimum of 15% of General Fund operating revenue in a reserve. Past year's analysis show that the General Fund should have a minimum of 15 million dollars to cover cash flow during the July to December time period. Currently the General fund reserve is \$16.5 million dollars. The City has a policy requiring any land sales proceeds to be placed in the Reserve Fund.	3. Establish a projection of how soon the City can expect to establish a \$25 million reserve under normal circumstances and have alternatives to achieve this goal faster. December 2014	Achieve a minimum reserve of \$25 million

Goal	Current Reality	Strategy	Evaluation Measure
Resubmit the Charter City Proposal to voters without district language	The previous Charter City Proposal included language about voting districts and was not approved by voters in November 2012. Pending state legislation may have a significant impact on charter cities. SB 7, which is expected to be signed by the Governor, prohibits a charter city from receiving or using state funding for a construction project if the city has a charter provision or ordinance that authorizes a contractor not to comply with prevailing wage requirements on any public works contract, as specified.	4. Hold public hearings on a revised Charter City Proposal for possible inclusion in 2014 election ballot. Completed. Public Hearings were held in April and May 2014.	Election result

City Council Action Plan Neighborhood Improvement

Goal	Current Reality	Strategy	Evaluation Measure
Urban Renewal to Improve Aging Neighborhoods	A comprehensive review of the Zoning Code was anticipated as part of the General Plan Implementation Program and a draft RFP was prepared to solicit consultants to prepare citywide Zoning Code Update. This project was originally funded through CIP budget; due to budget limitations, CIP funds have now reallocated to fund GP Project Manager position as part of the reorganization of the Housing Division. The CIP balance is insufficient to fund an outside consultant; up to an additional \$200,000 would be needed for a comprehensive update by a consultant or one-time extension of staff. The work can be done incrementally by in house staff but would not be done as quickly.	1. Prepare individual code amendments targeting CC priorities, in lieu of a comprehensive update; to be prepared by staff instead of a consultant. This will allow quicker implementation of priority amendments, with a focus on land use and development -related code sections and guidelines to delete outdated provisions and amend codes as necessary to better support current enforcement goals and policies December 2014	1. Adoption of individual code amendments and area plans
	There is currently no funding for an incentives program to rehabilitate residential properties. The Home Rehabilitation Program was discontinued in 2011 due to the	2. Explore new funding options to reinstate a Housing Rehabilitation Program and/or "curb appeal" program; options include:	2. Fund program

Goal	Current Reality	Strategy	Evaluation Measure
	Dissolution of the Redevelopment Agency. Residential projects are not eligible for Façade Improvement Program grants. An application was submitted for CallHome Grant Funds to reinstate the Home Rehabilitation Program. The City was notified in late June the grant was not awarded.	- Continue to pursue grant opportunities - Designate proceeds from sale of Mercado properties (as part of long range property management planning) or other Housing repayments (such as First Time Homebuyer program) - Use Reserve Funds to establish new program similar to FIP December 2014	
	With the elimination of the redevelopment agency, the City must find new funding sources to redevelop blighted areas and meet goals for affordable housing. As a result of recent project repayment from the Terraces, HOME funds are available for housing projects.	3. Prepare an RFP for use of HOME funds directed towards rehabilitation of standard multi-family housing in specified areas. Housing will be for income-qualified households and monitored for up to 55 years. Completed; awards made to San Diego Habitat for Humanity and Solutions for Change	3. Issue RFP and select developer(s)
	Existing street lights are not energy efficient; current lighting ordinance does not recognize new technologies to allow retrofit. Significant savings could be realized by retrofitting luminaires with energy efficient LEDs.	4. Amend "Dark Skies" Outdoor Lighting Ordinance to allow use of energy efficient street lights (LEDs) December 2014 5. Retrofit street lights by contracting a company with proven experience and success in LED switchovers. December 2014	4. Adopt Ordinance 5. Quantify LED installations, energy savings and overall costs.

Goal	Current Reality	Strategy	Evaluation Measure
		6. Explore contracts with mobile cell providers to implement new cell technology on streetlights, and require retrofit of lights as part of contract. December 2014 7. Revise Engineering standards to reinstate Rural Street Standards. Completed: Rural Road standards adopted by City Council on April 2, 2014	6. Number of retrofitted streetlights 7. Adoption of standards
	Existing design standards for improvement of public streets may be an impediment to the annexation of developed properties. Rural road standards may be appropriate in some circumstances; however, the previous rural standards were repealed.		8. Quarterly reports
Improve City Appearance by Restoring Proactive Code Enforcement	Current staffing in code enforcement is based on part-time (PT) positions which: • Allows for limited weekend and flexible coverage, but no nighttime enforcement • Experience a high staff turnover, making it difficult to train officers with appropriate certifications. Proactive enforcement citywide cannot be accomplished until such time as additional full time positions are restored. Code enforcement is currently complaint-based (except in CDBG areas), with priority given to	8. Retain budget for 2 PT CDBG-funded positions, for proactive enforcement in eligible commercial areas, based on defined priorities. Completed 9. Conduct a workshop with Council to discuss Council priorities for enforcement. Completed. Workshop held April 2014. 10. Identify priority areas for targeted proactive enforcement, including downtown, gateways and transportation corridors, public spaces and other highly visible locations. Completed	9. Conduct workshop and establish priorities 10. Identification of target enforcement areas

Goal	Current Reality	Strategy	Evaluation Measure
	Health/safety violations. Priorities are as follows: • Health and Safety violations • Building and Housing Code violations (garage conversions, non-permitted room additions, substandard dwellings) • Maintenance of abandoned & foreclosed properties • Weed and junk abatement • Mobile Home park inspections • Shopping Carts • Illegal signs • Business license violations Additional funding is needed to reinstate proactive enforcement citywide (\$86 K per FT position, including benefits).	11. Respond to Quality of Life issues brought up by community groups as assigned by the District Area Commander. Conduct crime prevention through environmental design (CPTED) principles and develop long term solutions. Completed through the implementation of the Neighborhood Transformation Project (NTP). All CEPTED plans are now approved by the Chief of Police. 12. Coordinate with Economic Development staff to provide initial contact responding to complaints to inform and encourage voluntary compliance similar to the Project/Neat model. Completed	11. Adopt CPTED standards 12. Establishment of protocols for EDD participation
	Approximately 175 vehicles are abated quarterly on public and private property under the AVA Reimbursement Program. The State Fee Authorization to fund this reimbursement program has expired.	13. Continue to fund PT Code Enforcement position for AVA program through FY 2013/14 FY General Fund budget for abatement on private property and direct Police Department to continue abatement on public streets. – Completed	13. Quarterly reports

Goal	Current Reality	Strategy	Evaluation Measure
	Maintenance of city property should set the standard in the community. Unfortunately it has been reduced due to diminished resources.	14. Complete Code Enforcement inspection of City-owned/lease properties on annual basis, documented through Trakit. Completed	14. Annual reports
	“We Care” reporting program has emphasized expectation that all employees should report problems. “Report It!” App has made reporting easier. Complaints may also be submitted via website, email and phone.		
	Closure of former Escondido Country Club has greatly increased demand for monitoring of property maintenance issues in that area.	15. Establish interdepartmental team to monitor and respond to maintenance issues and coordinate efforts with property owner/manager. Completed.	15. Number of valid complaints resolved.

Goal	Current Reality	Strategy	Evaluation Measure
Create a More Vibrant and Appealing Downtown	A comprehensive amendment to the Downtown Specific Plan implementing the adopted General Plan has been prepared for public review and the EIR is certified. Planning Commission hearings were held in July; public hearings are scheduled for Council in August 2013.	16. Adopt amendments to Downtown Specific Plan . Completed.	16. Adoption
	Decorative banners are an inexpensive way to create a vibrant atmosphere and enhance tourism/ economic development efforts in downtown Escondido. Economic Development staff are working on a “subway sign” style design for new banners which will be presented to the City Appearance Team for review and approval.	17. Install 12 decorative banners on existing poles in center medians on Grand Avenue. Completed.	17. Installation
	Sidewalk cafes and façade improvements contribute to the pedestrian environment but often encroach into the public sidewalk creating a potential liability. A mechanism is need to ensure that adequate insurance is maintained by the business/property owner.	18. Revise the Encroachment Permit process to streamline process and ensure adequate insurance is maintained to reduce City liability. - Completed.	18. Adopt revised policy and/or procedures

Goal	Current Reality	Strategy	Evaluation Measure
Maintain Recreational Facilities, Programs and Parks	Budget constraints and departmental reorganizations have resulted in the fragmentation of responsibilities for oversight of new park facility planning and construction. Multiple advisory commissions (Community Services, Planning and Public Art) have oversight of design and master planning efforts yet are coordinated through different departments. Maintenance demands need to play a greater role in planning efforts.	19. Consolidate review by designating the City Appearance Committee (CAC) as the entity responsible to review park master plan and improvement projects and to make recommendations to Council. Project Manager will coordinate consultants and interdepartmental team as needed to prepare plans for the design, construction and maintenance of park facilities for presentation to CAC. Completed.	19. Designate committee
	Council authorized \$50,000 from Park Development funds for preparation of a master plan for the future El Caballo Park. Consultant selection is completed and scope of work is being prepared.	20. Execute consultant contract to prepare future El Caballo Park Master Plan Completed. Council approved the Master Plan in concept at the March 26, 2014 Council Meeting.	20. Complete draft Master Plan for Council action or direction.
	The Grape Day Park Task Force is an ad hoc committee comprised of City staff and adjacent stakeholders with a common interest in restoring Grape Day Park as a recreation destinations. The Task Force's goal is to promote a family friendly welcoming and safe environment. Council has authorized CIP funds for consultant to prepare	21. Execute consultant contract to prepare Grape Day Park Master Plan – Completed. Council approved the Agreement with the Consultant at the March 19, 2014 meeting.	21. Complete draft Master Plan for Council action or direction

Goal	Current Reality	Strategy	Evaluation Measure
	Grape Day Park Master Plan incorporating recommendations of the task force as endorsed by Council. An RFQ has been issued and consultant selection is anticipated in late August.		
	Funding for construction of the Grape Day Park playground structures has been approved in the CIP. Per Council direction, the playground will incorporate the historic eucalyptus tree trunk. An RFQ has been issued and consultant selection is anticipated in late August.	22. Executive consultant contract to develop improvement plans for the structures. September 2014 Council approval of the Master Plan & Playground Design is planned for January 2015.	22. Complete improvement plans for bid.
	Partial funding for construction of Jim Stone Pool improvements has been approved in the CIP (\$219K). A draft assessment of the site by consultant is under review. The assessment will enable the City to prioritize improvement and expansion projects. Additional funding will be needed to complete the improvements. Total estimated cost if \$936K.	23. Prioritize improvements and expansion projects. In progress. Having been awarded unanticipated Housing Related Park grant funds in August 2014 and in coordination with the Grape Day Park Master Plan project that is currently in process, staff is reassessing the priorities outlined by the consultant.	23. Complete assessment for Council action or direction
	Funding for an assessment of Kit Carson Park play equipment has been approve in the CIP (\$255K).	24. Complete assessment from park users and community; execute consultant contract to design play equipment. December 2014 August 2015	24. Complete assessment for Council action or direction

Goal	Current Reality	Strategy	Evaluation Measure
	Funding for installation of Jesmond Dene Park Ball Field lighting has been approved in the CIP (\$114K). Some objection to the lighting has been raised by neighbors.	25. Prepare improvement plans for review by City Appearance Committee. In Progress. CEQA Negative Declaration to be considered by Council on 9/24/14.	25. Complete improvement plans for bid.
Expand City Collaboration with our 17 Neighborhood Groups to Include Urban Core	CDBG Staff works with 17 neighborhood groups as part of Project NEAT. The program has been successful and serves as a model for other neighborhoods. Due to reduced CDBG funding, training is restricted to organized groups. Residents are encouraged to report all code issue and have been trained on "street appearance issues to report. Expansion to other low income areas will be on hold until funding is restored.	26. Continue to solicit and invite residents in the urban core who are not yet organized to formally organize into a neighborhood group. Completed and Ongoing 27. Partner with Habitat for Humanity as part of the "A Brush with Kindness" program. - Completed	26. Number of neighborhood groups 27. Number of clean up events
	The NEAT staff person will spend 50% of time working on NEAT activities (20 hrs./wk.). This include education, training to report violations, and attending neighborhood meetings to provide status update on the	28. Integrate an educational component in all neighborhood correspondence and group meetings. This will include handouts, regular NEAT reports and articles in the Neighborhood E-News. Annual cleanup and neighborhood	28. Track and report NEAT projects in all groups. Continue to monitor the success of the NEAT approach in solving code cases without the need to elevate to an actual code case

Goal	Current Reality	Strategy	Evaluation Measure
	Progress in individual group areas. NEAT type “sweeps” are timed in advance of the annual cleanups to provide the opportunity for violations to clean up their residence by using the cleanup. All Neighborhood Services staff continue to education all of the respective groups and encourage reporting all code issues.	Group smaller monthly “spot” cleanups will be encouraged in all 17 neighborhood groups. Completed and Ongoing	
Implement Escondido Creek Master Plan as Funds Become Available	City Council has accepted the Escondido Creek Master Plan, however funding for improvements is limited and will be done on an incremental basis as funding become available or as part of the development of adjacent properties.	29. Explore grant opportunities and leverage CDBG funds to implement Master Plan. November 2014 30. Explore an “Adopt a Creek” program for improvement and maintenance of creek segments. December 2014	29. Number/amount of grant funds awarded 30. Prepare reports and policy recommendations for City Council consideration
	The master plan includes design concepts that can incorporate public art into the improvements, similar to the approach used for the Maple Street Plaza; \$302,000 in Public Art (PA) funds have been designated in the CIP for functional public art along the creek. However, some of this funding may need to be reallocated for maintenance of other public art pieces.	31. As recommended by the Public Art Commission, use designated PA funds to hire a consultant to prepare a master concept plan for functional public art along the creek walk. Suspended. In 2013 the City Council directed staff to suspend the effort for preparing a functional art master plan and preserve funds for repairs needed at Queen Califfa Magical Circle.	31. Complete draft master plan.

Goal	Current Reality	Strategy	Evaluation Measure
Graffiti Removal	Graffiti reports and incidents are responded to as best possible. Previous staffing levels could remove reported graffiti in 24-hour period. Current staffing levels do not have the ability to keep up with removals of all graffiti reported.	32. Prepare a Graffiti Management Plan, to identify and address priorities, including: • Profanity • PD requests • Targeted locations (Gateways, downtown focus area, and public property) • Repeatedly hit sites • Private property with Right to Enter (RTE)	32. Number of reports received compared to number of locations cleaned
	Five employees currently assigned to graffiti removal (2 Full Time employees and 3 1,000 hour Temporary Department Specialists). An additional \$75K in CDBG funds was allocated for the graffiti program, which can be used for efforts on private property in CDBG-eligible areas.	Other components of the plan will include: • Property owner responsibilities • Code enforcement actions • Investigation of electronic enforcement with EPD • CPTED design standards to discourage graffiti	Monthly reports of graffiti compared to historic data for previous months
	Graffiti reported by residents, City employees, and others. Historically receive in excess of 1,000 graffiti reports monthly. Focus is on education, enforcement and eradication. Public workshop on the Graffiti Master Plan is scheduled for 9/11/13.	• Opportunities for partnerships with agencies such as schools, SDG&E and the Escondido Arts Partnership to develop programs promoting artistic expression in public settings. Completed	Track man hours, labor and material costs

Goal	Current Reality	Strategy	Evaluation Measure
Carryovers from Previous Council Action Plan	33. Solicit feedback from customers on the quality of service they received from City staff.	33. Number of feedback forms received and quality of service measured. In progress. Forms have been developed and are being tested. Anticipate implementation in September.	Customer Feedback

City Council Action Plan

Public Safety

Goal	Current Reality	Strategy	Evaluation Measure
Address Police and Fire Staffing - Need competitive compensation packages implemented over time - Need to fill police positions to the level of what we need without upending the balanced budget.	Current contracts with Police and Fire expire Dec. 31, 2013. PD currently has 10 officer positions open and is actively recruiting for them. While large numbers of applicants apply for the positions, only a small number actually pass the necessarily stringent screening process, making it challenging to fill positions in a timely manner. FD implemented new Non-Safety Fire Medic program. Currently FD training is a collateral responsibility for a Battalion Chief. FD currently has a backlog of mandated inspections of commercial and other businesses. A self-inspection program to train low risk business owners to inspect their own business for possible violations that can be self-corrected could reduce the backlog.	1. Work with Human Resources on creative benefit ideas and a plan to implement them within allotted budget. - Completed 2. Increase recruitment advertising and attendance at job fairs Completed and hiring is ongoing with 3 officer positions open. 3. Evaluate the change of the EMS transport methodology. Completed and Ongoing with changes implemented. 4. Explore creative staffing options and/or grants to offset increase of adding a 40 hour Training Chief Position and part time position for inspections. December 2014 5. Evaluate Fire and Life Safety Self-Inspection program for businesses under 5,000 square feet. December 2014	1 Successful negotiation of 2014 labor contract. 2. Number of qualified candidates, applications and successful hires. 3. Completion of evaluation 4. Completion of feasibility study. 5. Completion of evaluation.

Goal	Current Reality	Strategy	Evaluation Measure
Integrate advanced or non-traditional technology to improve efficiency and service - Accomplish this through cameras, environmental design, and lighting - Must have the best training and equipment	Current camera system at Grape Day Park needs to be repaired; additional camera needed at Maple Street Plaza. Funding in the amount of \$50,000 was approved by Council in April 2013.	6. Restore and expand camera systems at Grape Day Park, City Hall and Maple Street Plaza In Progress.	6. Installation of new equipment
	Currently beta-testing "Corona Solutions", a new web-based application that provides historical CAD information to help with Predictive Policing	7. Train PD personnel on Corona Solutions and begin using it for predictive analysis and data mining. – Completed	7. Completion of training
	The RMS (Regional Management System) will move the PD to a more efficient electronic and "paperless" system; will decrease time and costs of paper, copiers, toner, etc. Ultimately will provide efficiencies by all divisions.	8. Train PD personnel on RMS system; anticipate going live in January 2014. Completed	8. Completion of training
	Currently EPD uses social media to enhance communication with the community and to serve as a force multiplier	9. Increase use of social media for daily and emergency information to community followers. Completed	9. Number of followers and "re-tweets" of information
	PD currently doesn't make significant use of the state –of-the-art training facility at Fire Station 1	10. Evaluate FS 1's training facility to incorporate police training equipment, similar to Carlsbad's training facility – Completed. FS1 will be used for police training when appropriate.	10. Completion of evaluation

Goal	Current Reality	Strategy	Evaluation Measure
	PD does not have a dedicated area at the Police Shooting Facility to conduct realistic "non" live-fire training. This type of training is critical in preparing officers to handle real incidents in the field. This type of training is also much sought after by outside law enforcement agencies interested in using the facility. The Fire Department RMS system is outdated and creates duplication of effort, resulting in lost hours and the inability to create desired reports.	11. Evaluate area and equipment needs at Escondido Range for realistic, scenario-based training . Completed. The PD is working toward moving forward with improvements.	11. Completion of evaluation
		12. Research various programs and vendors and obtain costs. Completed. Vendor has been chosen and procurement is in progress.	12. Completion of research

Goal	Current Reality	Strategy	Evaluation Measure
Maintain and strengthen existing police and fire policies Support Traffic safety and DUI checkpoints, gang team, code enforcement, graffiti eradication	Currently PD conducts numerous traffic-related operations including DUI checkpoints.	13. Continue traffic safety operations and determine efficiencies . Completed	13. Evaluation of traffic related collision data to determine effectiveness
		14. Partner with San Marcos and Valley Center Sheriff's deputies to conduct multi-jurisdictional traffic and gang operations Completed and expanded by partnering with multiple agencies in the North County Law Enforcement Alliance (NCLEA).	14. Evaluation of effectiveness of multi-jurisdictional approach
	PD conducts curfew sweeps when needed.	15. Schedule regular curfew sweeps. In Progress.	15. Number of contacts/arrests
	Due to the reorganization of Investigations, currently there is no detective assigned to the North County Regional Task Force.	16. Fill Gang Task Force position when staffing allows – Completed	16. Increased presence of North County Gang Team in Escondido

Goal	Current Reality	Strategy	Evaluation Measure
Expand target community policing - Grape Day Task Force - Friendly interactions with officers	By creating a task force consisting of stakeholders around Grape Day Park, the crime and blight in the park has decreased significantly. Conversely the recreational use and perception of safety has dramatically increased.	17. Introduce the Grape Day Park task force model to all 17 neighborhood groups; Adopt a neighborhood officer and sergeant program, assigning them to the various neighborhood groups - Completed	17. All neighborhood groups know who which officers and sergeants work in their neighborhood
	This model could be expanded by PD to work with organized neighborhood groups to mitigate crime and other problems in their neighborhoods.	18. Reinstitute Police Community Awareness Academy; participate in neighborhood meetings. Academy planning In Progress; Neighborhood meetings completed through NTP.	18. Number of Academy graduates and neighborhood meetings
	Positive PD interactions with the community are limited to a few special events every year, i.e, National Night Out, etc.	19. Establish informal open “coffee meetings” in various areas of town to provide a forum for an open discussion Completed through NTP	19. Number of attendees
		20. Provide officers and employees who have public interaction with stickers and trading cards as giveaways to children to reinforce positive interactions. Completed	20. Number of cards and stickers distributed to community
	The PD Bike Team has been inactive for a period of two years.	21. Reinstate the Bike Team with 2 officers. Completed	21. Deployment of Bike Team

CITY COUNCIL

For City Clerk's Use:

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Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6

Date: September 24, 2014

TO: Honorable Mayor and Members of the Successor Agency

FROM: Sheryl Bennett, Director of Administrative Services

SUBJECT: Adoption of Resolution No. 2014-144 Approving Recognized Obligation Payment Schedule (ROPS 14-15B) for January 2015 thru June 2015

RECOMMENDATION:

It is requested that the City Council approve Resolution No. 2014-144 to adopt the Recognized Obligation Payment Schedule (ROPS 14-15B) so that the Successor Agency may continue to make payments due for enforceable obligations.

FISCAL ANALYSIS:

The Successor Agency is responsible for submitting to the Oversight Board a payment schedule for obligations of the Redevelopment Agency. The Oversight Board will forward this payment schedule to the State for approval. Once approved by the State, the County of San Diego will fund the payments from the County Redevelopment Property Tax Trust Fund (RPTTF).

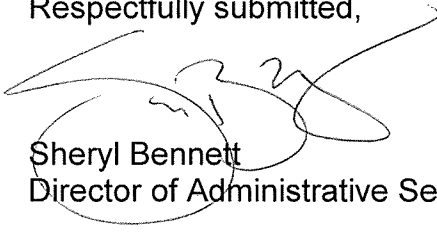
PREVIOUS ACTION:

ROPS 14-15A was approved by the City on February 12, 2014.

BACKGROUND:

As part of the State of California's Dissolution of Redevelopment, the City as Successor Agency is required to adopt a Recognized Obligation Payment schedule and have it approved by the Oversight Board. This Obligation schedule lists payments to be made in the January 2015 to June 2015 period. These payments are for the following: 2007A and B Lease Revenue Bonds (\$677,292), bond expenses (\$9,500), CalHFA loans (\$1,820,000), Successor Agency property utilities (\$14,000), and administrative costs (\$148,000) of the City.

Respectfully submitted,


Sheryl Bennett
Director of Administrative Services

RESOLUTION NO. 2014-144

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AS THE SUCCESSOR AGENCY TO THE
ESCONDIDO REDEVELOPMENT AGENCY
ADOPTING A RECOGNIZED SCHEDULE OF
ENFORCEABLE OBLIGATIONS FOR THE
PERIOD OF JANUARY 2015 THRU JUNE
2015 PURSUANT TO HEALTH AND SAFETY
CODE SECTION 34177

WHEREAS, pursuant to authorizing Resolution No. 2012-16, the City Council of the City of Escondido elected to serve as the Successor Agency and Successor Housing Agency to the Escondido Redevelopment Agency; and

WHEREAS, pursuant to Health and Safety Code Section 34177, successor agencies are required to make payments due for enforceable obligations and adopt a Recognized Obligation Payment Schedule ("ROPS"); and

WHEREAS, pursuant to Health and Safety Code Section 34177, a ROPS must be adopted that lists all of the enforceable obligations within the meaning of Health and Safety Code Section 34167(d), and must thereafter be reviewed by other entities, updated, and published in a specific manner; and

WHEREAS, it is the intention of the City Council of the City of Escondido as the Successor Agency to the Escondido Redevelopment Agency to adopt the ROPS so that the Successor Agency may continue to make payments due for enforceable obligations.

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, as the Successor Agency to the Escondido Redevelopment Agency, hereby adopts the ROPS for the period of January 2015 to June 2015, which is attached hereto as Exhibit "A" and incorporated by this reference.

Recognized Obligation Payment Schedule (ROPS 14-15B) - Summary

Filed for the January 1, 2015 through June 30, 2015 Period

Resolution No. 2014-144
 EXHIBIT A
 Page 1 of 4

Name of Successor Agency: Escondido

Name of County: San Diego

Current Period Requested Funding for Outstanding Debt or Obligation

		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A Sources (B+C+D):		\$ 14,000
B Bond Proceeds Funding (ROPS Detail)		-
C Reserve Balance Funding (ROPS Detail)		-
D Other Funding (ROPS Detail)		14,000
E Enforceable Obligations Funded with RPTTF Funding (F+G):		\$ 2,654,792
F Non-Administrative Costs (ROPS Detail)		2,506,792
G Administrative Costs (ROPS Detail)		148,000
H Current Period Enforceable Obligations (A+E):		\$ 2,668,792

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding

I Enforceable Obligations funded with RPTTF (E):	2,654,792
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(14,039)
K Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 2,640,753

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding

L Enforceable Obligations funded with RPTTF (E):	2,654,792
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N Adjusted Current Period RPTTF Requested Funding (L-M)	2,654,792

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name	Title
/s/	
Signature	Date

Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail
 January 1, 2015 through June 30, 2015
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Item Name / Debt Oblig	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					
										Non-Redevelopment Property Tax Trust					Six-Month Total
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
2	2007A Lease Revenue Bonds	Revenue Bonds Issued On or Before 12/31/10	1/25/2007	9/1/2018	Bank of New York	Bond Payment	Esc. Redev.	\$ 29,643,567	N						466,875
3	2007B Lease Revenue Bonds	Revenue Bonds Issued On or Before 12/31/10	1/25/2007	9/1/2018	Bank of New York	Bond Payment	Esc. Redev.	1,760,000	N						210,417
4	Bond Expense	Fees	1/10/1992	9/1/2018	Bank of New York	Bond Trustee Admin Fees	Esc. Redev.	9,500	N						9,500
5	Bond Debt Obligation Reserve	Reserves	1/25/2007	9/1/2018	Bank of New York	Payment per AB 1484, Section 34171(d)(1)(A)	Esc. Redev.	-	N						-
6	Loan Repayment to General Fund	City/County Loans On or Before 6/27/11	8/15/1994	12/31/2035	City of Escondido	Program Administration to assist in the implementation of the Redevelopment Plan	Esc. Redev.		N						-
7	Loan Repayment to Traffic Impact Fund	City/County Loans On or Before 6/27/11	8/15/1994	12/31/2035	City of Escondido	Capital Improvement-Nordahl bridge improvements	Esc. Redev.	964,775	N						-
8	Loan Repayment to Housing Set Aside Fund	SERA/ERAF	8/15/1994	4/30/2016	City of Escondido	ERAF/Educational Revenue Augmentation Fund) Payments	Esc. Redev.	3,399,292	N						-
9	CalHFA Loans	OPADDA/Cons	10/31/2003	6/30/2018	CalHFA	Affordable Housing Projects	Esc. Redev.	4,525,000	N					1,820,000	1,820,000
10	Employee Costs-Admin. Fee	Admin Costs	7/1/2011	9/30/2018	Employees of City of Escondido	Administration	Esc. Redev.	296,000	N					148,000	148,000
24	Utilities	Property Maintenance	5/31/2012	6/30/2015	SDG&E	Successor Agency Property-Gas & Electric costs	Esc. Redev.	6,000	N					6,000	6,000
25	Property Management Expenses	Property Maintenance	1/25/2013	6/30/2015	Various	Successor Agency Property Management costs	Esc. Redev.	-	N						-
26	Loan Repayment to General Fund	Miscellaneous	8/15/1994	12/31/2035	City of Escondido	Program Administration	Esc. Redev.		N						-
27	Utilities	Property Maintenance	7/1/2013	6/30/2015	City of Escondido	Successor Agency Property-Water Costs	Esc. Redev.	5,000	N					5,000	5,000
28	Utilities	Property Maintenance	7/1/2013	6/30/2015	Steven Smith Landscape Inc.	Successor Agency Property-Landscaping maintenance		3,000	N					3,000	3,000

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf.

A	B	C	D	E	F	G	H	I
		Fund Sources						
		Bond Proceeds		Reserve Balance	Other	RPTTF		
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin	Comments
Cash Balance Information by ROPS Period								
ROPS 13-14B Actuals (01/01/14 - 06/30/14)								
1	Beginning Available Cash Balance (Actual 01/01/14)					42,319	638,326	
2	Revenue/Income (Actual 06/30/14) RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014					894,621	1,611,445	
3	Expenditures for ROPS 13-14B Enforceable Obligations (Actual 06/30/14) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q						1,597,406	
4	Retention of Available Cash Balance (Actual 06/30/14) RPTTF amount retained should only include the amounts distributed for debt service reserve(s) approved in ROPS 13-14B							
5	ROPS 13-14B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 13-14B PPA in the Report of PPA, Column S	No entry required						
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	-	-	-	-	936,940	638,326	
ROPS 14-15A Estimate (07/01/14 - 12/31/14)								
7	Beginning Available Cash Balance (Actual 07/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	-	-	-	-	936,940	652,365	
8	Revenue/Income (Estimate 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014						6,854,690	
9	Expenditures for ROPS 14-15A Enforceable Obligations (Estimate 12/31/14)					42,319	7,493,016	
10	Retention of Available Cash Balance (Estimate 12/31/14) RPTTF amount retained should only include the amount distributed for debt service reserve(s) approved in ROPS 14-15A							
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	-	-	-	-	894,621	14,039	

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Prior Period Adjustments
 Reported for the ROPS 13-14B (January 1, 2014 through June 30, 2014) Period Pursuant to Health and Safety Code (HSC) Section 17920.1 (Report Amounts in Whole Dollars)

ROPS 13-14B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14B (January through June 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15B (January through June 2015) period will be offset by the SAs self-reported ROPS 13-14B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
		Non-RPTTF Expenditures							RPTTF Expenditures										Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)	SA Comments
		Bond Proceeds			Reserve Balance		Other Funds		Non-Admin					Admin						
Item #	Project Name / Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)		
2	2007A Lease Revenue Bonds	-	-	-	-	-	-	\$ 1,462,617	\$1,462,617	\$ 1,462,617	\$1,459,939	\$ 2,678	\$ 148,828	\$ 148,828	\$ 148,828	\$137,467	\$ 11,361	\$ 14,039		
3	2007B Lease Revenue Bonds	-	-	-	-	-	-	569,375	569,375	569,375	569,375	-						-		
7	Loan Repayment to Traffic Impact Fund	-	-	-	-	-	-	257,007	257,007	257,007	257,007	-						-		
14	Pass Through Agreement	-	-	-	-	-	-	50,000	50,000	50,000	50,000	-						-		
19	Pass Through Agreement	-	-	-	-	-	-	343,616	343,616	343,616	343,616	-						-		
20	Pass Through Agreement	-	-	-	-	-	-	218,217	218,217	218,217	218,217	-						-		
21	Pass Through Agreement	-	-	-	-	-	-	215	215	215	215	-						-		
22	Pass Through Agreement	-	-	-	-	-	-	359	359	359	359	-						-		
23	Pass Through Agreement	-	-	-	-	-	-	6,011	6,011	6,011	6,011	-						-		
24	Utilities	-	-	-	-	-	-	6,817	6,817	6,817	6,817	-						-		
27	Utilities	-	-	-	-	-	-	6,000	6,000	6,000	4,320	1,680						1,680		
		-	-	-	-	-	-	5,000	5,000	5,000	4,002	998						998		

Resolution No. 2014-144
 EXHIBIT A
 Page 4 of 4

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 7

Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services

SUBJECT: Memorandum of Understanding between the City of Escondido and the Escondido City Employees' Association – Administrative, Clerical and Engineering (ACE) Bargaining Unit.

RECOMMENDATION:

City Council adopt Resolution No. 2014-106, approving the execution of a Memorandum of Understanding between the City of Escondido and the Escondido City Employees' Association ACE Bargaining Unit for a one-year term commencing July 1, 2014 through June 30, 2015.

It is also requested that City Council approve a budget adjustment appropriating \$171,990 to cover increased contract costs. The Fiscal Year 2014-15 General Fund Operating Budget did not allocate funds for contract increases, but it is anticipated that budgetary saving at year end will cover these increased costs.

FISCAL ANALYSIS:

Cost to the General Fund for Fiscal Year 2014-15 is \$115,156. Funds to cover this expense have been built into the General Fund multi-year Financial Plan.

PREVIOUS ACTION:

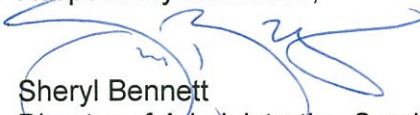
On October 3, 2012, the City Council voted to adopt the Memorandum of Understanding between the Escondido City Employees' Association ACE Bargaining Unit and the City of Escondido, for a two-year term that expired on June 30, 2014.

BACKGROUND:

City staff has met with the Escondido City Employees' Association ACE Bargaining Unit, regarding terms and conditions of Employment that expired on June 30, 2014. The attached resolution outlines changes to working conditions and compensation that the Escondido City Employees' Association ACE Bargaining Unit has agreed to during this negotiation process.

Members of the ACE Bargaining Unit voted in support of the agreement on September 22, 2014. The base salary range for all represented classifications shall be increased by three percent (3%) effective pay period beginning September 28, 2014.

Respectfully submitted,


Sheryl Bennett
Director of Administrative Services

RESOLUTION NO. 2014-106

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING WITH
THE ESCONDIDO CITY EMPLOYEES'
ASSOCIATION, ADMINISTRATIVE, CLERICAL
AND ENGINEERING BARGAINING UNIT

JULY 1, 2014 – JUNE 30, 2015

WHEREAS, negotiating teams from the City of Escondido and the Escondido City Employees' Association, Administrative, Clerical and Engineering Bargaining Unit have been duly appointed and have been conducting meet-and-confer sessions with respect to matters affecting both parties; and

WHEREAS, a successor Memorandum of Understanding ("MOU") by the City of Escondido ("City") and the Escondido City Employees' Association, Administrative, Clerical and Engineering Bargaining Unit ("Association") is necessary as a result of meeting and conferring in good faith concerning wages, hours, and other terms and conditions of employment; and

WHEREAS, it is the intent of the successor MOU to provide for continuation of the harmonious relationship between the City and the Association; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a successor MOU and certain other modifications.

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. The City's negotiating team is authorized to execute, on behalf of the City, a successor MOU extending the term of the MOU through June 30, 2015, and also including terms as set forth in Exhibit "A" attached to this resolution and incorporated by this reference.

**City of Escondido
Escondido City Employees' Association
Administrative, Clerical and Engineering Bargaining Unit
Successor Memorandum of Understanding
July 1, 2014 – June 30, 2015**

1. **Term:** July 1, 2014 – June 30, 2015. None of the terms are retroactive. All changes take effect upon the agreed effective date after City Council adoption of the Memorandum of Understanding (MOU).

2. **Article IV, Salary:**

Effective pay period beginning September 28, 2014, the base salary range for all represented classifications shall be increased by three percent (3.0%).

3. **Article X, Certification and Education Incentive Pay (New Section E):**

Environmental Compliance Inspector Employees:

The City agrees to provide specialty pay of five percent (5.0%) for employees who hold a valid Environmental Compliance Inspector certificate from the California Water Environmental Association. Maximum certification pay is limited to five percent (5.0%) regardless of certifications held by employee.

4. **Article XV, Tuition Reimbursement (Supplemental Language):**

A maximum of \$8,000 will be allotted annually for the use of tuition reimbursement for all ECEA members (ACE and Supervisory Bargaining Unit employees), as outlined within Article XV.

5. **Article XLIII, MOU Reopener – Healthcare Reform:**

At such time as regulations are issued implementing the Affordable Care Act (ACA), the City and ECEA will meet and confer to review the impact of such regulations on the benefit plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and ECEA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

6. **MOU Language Clean-Up:**

General MOU Language clean-up was provided to the ECEA for review and feedback, and subsequently agreed upon during negotiations.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8
Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Craig Carter, Chief of Police
SUBJECT: FY 2012-13 County of San Diego Cal-ID Grant Budget Adjustment

RECOMMENDATION:

It is requested that Council approve third through fifth-year funding of the five-year San Diego County Cal-ID Grant from the County of San Diego Remote Access Network (RAN); authorize the Chief of Police and Police Department staff to submit grant documents on behalf of the City; and approve budget adjustments needed to set up and spend grant funds for salary expenses for a Forensic Technician.

FISCAL ANALYSIS:

Funds will be used to pay salary expenses for a Forensic Technician. This will have no impact on the General Fund Budget.

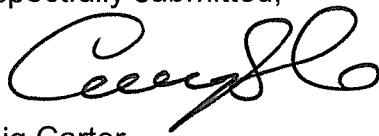
PREVIOUS ACTION:

On April 18, 2012, Council initially approved this five-year FY 2012-13 County of San Diego Cal-ID Grant. On June 12, 2013, Council accepted second-year grant funds.

BACKGROUND:

The San Diego County Cal-ID Remote Access Network (RAN) Board authorized the use of Cal-ID revenue to fund one full-time Forensic Technician for the City of Escondido Police Department Crime Laboratory. Per grant requirements, the Forensic Technician preforms analysis of latent fingerprints and other forensic print evidence. The County of San Diego Cal-ID Grant (a five-year award) was initially approved by Council on April 18, 2012. Funding will cover the Forensic Technician's salary and benefits costs not to exceed \$86,677.00 each fiscal year. This funding renews automatically each fiscal year for three more years until June 30, 2017.

Respectfully submitted,



Craig Carter
Chief of Police



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: September 1, 2014
Department: Police
Division: Administration
Project/Budget Manager: Lisa Rodelo X4905
Name Extension
Council Date (if applicable): September 24, 2014
(attach copy of staff report)

For Finance Use Only

Log # _____

Fiscal Year _____

____ Budget Balances
____ General Fund Accts
____ Revenue
____ Interfund Transfers
____ Fund Balance

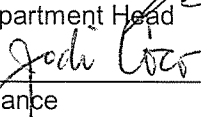
Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4126-451-New Number	\$86,677	
Police Grants	451-New Number	\$86,677	

Explanation of Request:

A budget adjustment is needed to spend Cal-ID grant funds for salary and overhead costs.

APPROVALS



Department Head


Finance
Date 9-9-14
Date 9/15/14

City Manager
Date

City Clerk
Date

Distribution (after approval):

Original: Finance

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 9
Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Craig Carter, Chief of Police

SUBJECT: FY 2015 State of California Office of Traffic Safety Selective Traffic Enforcement Grant and Budget Adjustment

RECOMMENDATION:

It is requested that Council authorize the Escondido Police Department to accept a FY 2015 California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program Grant in the amount of \$305,400; authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used to pay overtime expenses related to traffic safety enforcement activities and to purchase supplies.

PREVIOUS ACTION:

City Council accepted a FY 2014 California Office of Traffic Safety Selective Enforcement Grant in the amount of \$106,110 on June 26, 2013.

BACKGROUND:

The Escondido Police Department received a FY 2015 California Office of Traffic Safety Grant in the amount of \$305,400. Grant funds will enhance traffic safety programs from October 1, 2014 through September 30, 2015.

If approved by your action today, the Police Department will use grant funds to pay overtime expenses for DUI checkpoints, saturation patrols, traffic safety enforcement details and to purchase supplies related to DUI enforcement.

Respectfully submitted,



Craig Carter
Chief of Police



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: September 1, 2014
Department: Police
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Name Extension
Council Date (if applicable): September 24, 2014
(attach copy of staff report)

For Finance Use Only

Log # _____

Fiscal Year _____

____ Budget Balances
____ General Fund Accts
____ Revenue
____ Interfund Transfers
____ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
<i>g.m.</i> Revenue	4128-451-New Project Number	\$305,400	
<i>J</i> Police Grants	451-New Project Number	\$305,400	

Explanation of Request:

Budget adjustments are needed to receive grant funds and establish a spending account for overtime expenses related to the FY 2015 State of California Office of Traffic Safety Selective Enforcement Grant.

APPROVALS

[Signature]
Department Head

9-9-14
Date

City Manager

Date

[Signature]
Finance

9/15/14
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.: 10

Date: **September 24, 2014**

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: HARRF Collections Yard Consulting Agreement for Design Professionals

RECOMMENDATION:

The Utilities Department requests that Council adopt Resolution No. 2014-137 authorizing the Mayor and City Clerk to execute a Consulting Agreement for Design Professionals ("Agreement") with RBF Consulting Inc., for design of the Hale Avenue Resource Recovery Facility (HARRF) Collections Yard.

FISCAL ANALYSIS:

The value of the proposed design contract is \$196,000. The HARRF Collections/Maintenance Shop CIP 801506 currently has a balance of \$960,000.

PREVIOUS ACTION:

On September 11, 2013, Council adopted Resolution No. 2013-110, giving its approval for construction of the HARRF Operations Building.

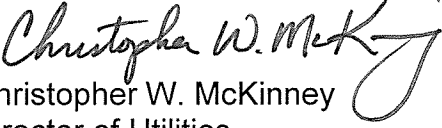
BACKGROUND:

The Utilities Department is presently constructing the new Operations Building at the HARRF. When completed, the building will house Wastewater Collections, Pretreatment, Operations, and Maintenance staff under the same roof. The Collections staff, currently working in temporary facilities on City owned land adjacent to the Public Works Yard, will be housed on the second floor.

The relocation of the Operations Building presented an opportunity to co-locate the Wastewater Collections Yard to the same facility. The site will require the construction of parking, workshops, equipment storage, and maintenance areas to replace those currently located at the City Yard.

This Agreement with RBF Consulting Inc. includes full design drawings and specifications, and all required environmental studies and documentation, as well as acquisition of all required permits.

Respectfully submitted,


Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2014-137

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE, ON BEHALF OF THE
CITY, A CONSULTING AGREEMENT FOR
DESIGN PROFESSIONALS WITH RBF
CONSULTING, INC. FOR THE HARRF
COLLECTIONS YARD DESIGN

WHEREAS, the City desires to improve the reliability and efficiency of
Wastewater collection throughout the community; and

WHEREAS, the current site of the Wastewater Collections Yard is slated for
redevelopment; and

WHEREAS, a panel has selected RBF Consulting Inc. as being the most
qualified proposer for the design of a replacement yard at the HARRF; and

WHEREAS, the Director of Utilities recommends that the Consulting
Agreement For Design Professionals ("Agreement") with RBF Consulting Inc. be
approved; and

WHEREAS, this City Council desires at this time and deems it to be in the
best public interest, to approve said Agreement with RBF Consulting Inc.

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to execute, on
behalf of the City, an Agreement with RBF Consulting Inc. A copy of the Agreement
is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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

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

Between: CITY OF ESCONDIDO
 a Municipal Corporation
 201 N. Broadway
 Escondido, California 92025
 Attn: Paul Keck
 760-6299
 ("CITY")

And: **RBF Consulting**
 5050 Avenida Encinas, Suite 260
 Carlsbad CA, 9200
 Attn: **Tim Thiele**
 760-603-6243
 ("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to design the new Collections Maintenance Yard at HARRF; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$196,000. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
- 3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

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

Acknowledged by CONSULTANT _____

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

- (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement, excepting only those claims resulting from the sole negligence, active negligence or intentional misconduct of CITY, its employees, officials, or agents, not including CONSULTANT;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

(Contractor signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

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

By: _____

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



Wastewater Collections Yard Relocation

SCOPE OF WORK

Task 1 – Project Management

To ensure fluid communication between the City of Escondido and the RBF Team, **Tim Thiele, P.E., LEED AP, QSD**, will serve as Project Manager and as the Team's primary point of contact. He will mobilize and coordinate resources and implement our QA/QC procedures. Tim will pro-actively manage the project, streamlining coordination among the team. He will regularly communicate project progress with the City and be available at all times to meet with City staff to resolve any issues.

Tim will be responsible for maintaining project task schedules and budgets. He will facilitate regular progress meetings to track the design and production schedules of the project so we can manage immediate production goals, as well look ahead at upcoming submittal milestones. He will likewise perform cost and schedule monitoring, and will establish a budget and time line for each work element. Cost information and project summaries will be regularly compared to the schedule and budget, enabling Tim to identify cost and schedule deviations quickly.

Serving as Principal-in-Charge, **John Harris, P.E.**, will lend senior staff support to Tim and the team by serving as project advisor. He will assist with strategic project planning and resource allocation, and ensure that the overall needs of the project and the City are met. John will work closely with Tim to provide technical guidance; provide Quality Control oversight to ensure that all deliverables are held to singularly high standard; and ensure that each element of the project is designed with operability and the end user in mind.

Tim and John and will be supported by the integrated team of experts highlighted in the organizational chart below, and in the detailed resumes that follow this proposal. These professionals will perform the day-to-day project design tasks in cooperation with Tim and will be able to draw on a comprehensive technical team that includes civil site design experts, water resource engineers and water quality management specialists, land-use and environmental planners, landscape and architectural designers, construction managers and licensed land surveyors.

All personnel identified in this proposal are dedicated to the City of Escondido for the duration of the project and none will be substituted without the prior written consent of the City.

Task 2 – Environmental Documentation and Permitting

This scope of work is based on the City of Escondido's RFP for the proposed Wastewater Collections Yard Project, adjacent to the southeast edge of the City's Hale Avenue Resource Recovery Facility (HARRF). A preliminary site visit reveals the presence of coast live oak woodland habitat atop the hillside in the northeast corner of the project site. The majority of vegetation along the western half of the site, including the area in the northwest portion of the site, which is labeled as "Environmentally Sensitive Area" in the RFP exhibit, is actually dominated by non-native eucalyptus trees, Mexican fan palms and iceplant. There are also some drainage swales in the northwest portion of the site that could be considered waters of the State under the California Fish and Game Code, and therefore a Jurisdictional Delineation has been included in this scope to determine whether or not federal and/or State jurisdictional areas (including wetlands) occur onsite. In addition, and as directed by the City, the environmental technical studies prepared for the CEQA document for the City's nearby Citracado Parkway project will be used to evaluate the proposed HARRF Wastewater Collections Facility and the project site.



Wastewater Collections Yard Relocation

Task 2.1 - Research and Investigation

The RBF Biologist and Regulatory staff will perform an in-depth review of all available databases and literature prior to the field survey described in Task 1.2, including but not limited to topographic maps, soil surveys, historic/current aerial photography, California Natural Diversity Database, On-Line Inventory of Rare and Endangered Plants, California Department of Fish and Wildlife (CDFW) status of State-listed plants and animals, U.S. Fish and Wildlife Service (USFWS) critical habitat designations, City of Escondido Subarea Plan of the North County MHCP, wetland inventory maps, flood maps, hydrology/climate information and watershed data.

Task 2.2 - Field Reconnaissance/Delineation of Jurisdictional Waters

RBF will conduct a field survey to document/photograph existing onsite environmental conditions/surrounding land uses. This will be done to perform a biological field reconnaissance/habitat assessment of the site and surrounding 100-foot buffer (i.e., survey area), and to perform a delineation that will determine jurisdictional “waters of the United States” and “waters of the State” (including potential wetlands) in compliance with the most recent U.S. Supreme Court decision, *Rapanos v. United States* and *Carabell v. United States*, which resulted in changes to U.S. Army Corps of Engineers (Corps) jurisdictional authority after June 2007¹.

Task 2.3 - Draft IS/MND

The IS/MND will be prepared in accordance with the criteria, standards and provisions of CEQA of 1970 (Section 21000 et. seq. of the State Code), the CEQA Guidelines (California Administrative Code Section 15000), and the City’s environmental review guidelines. The tasks for completion of the IS/MND are listed below.

Subtask 2.3.1: Project Description and Environmental Setting

The Project Description for the IS/MND will detail the location, background, characteristics and discretionary actions (i.e., agreements, permits, and approvals) associated with the project, based on available information. The Environmental Setting section will include a discussion of the regional and local environmental baseline conditions, resources that are unique to the area, surrounding land uses, and potential issues of controversy for the community.

Subtask 2.3.2: Consideration & Discussion of Environmental Impacts

In completing the City’s IS Checklist, RBF will evaluate the necessary information with respect to existing conditions, significant effects of the project, and measures to mitigate such effects. The analysis will be based upon all available data, results from additional research, and an assessment of the peer reviews and technical studies listed below.

Subtask 2.3.3: Peer Reviews of Citracado Parkway Project Technical Studies

RBF’s in-house technical experts will perform peer reviews of the following technical studies prepared for the CEQA document for the City’s nearby Citracado Parkway project for their use in evaluating potential impacts associated with the proposed project: Air Quality/Global Climate

¹ Changes to the Corps delineation guidance are expected in spring 2014. The delineation for this project will reflect the most recent and current changes prior to the field visit. Should changes occur after the field visit, RBF can re-delineate (as needed) to ensure that the delineation follows the latest Corps guidance.



Wastewater Collections Yard Relocation

Change, Cultural Resources, Hydromodification Management Plan, Noise Study, Traffic Study and Water Quality Technical Report. Field surveys will be performed to verify the results of these technical studies and their applicability to the proposed project.

*Project specific technical reports with regards to the above mentioned issue areas may be required if determined during review of the Citracado Parkway technical studies that additional information and reporting is required. A list of potential project specific technical reports anticipated as a part of this project are identified as Optional Tasks should the need arise in the Fee Section of this proposal.

Subtask 2.3.4: Biological Resources Technical Report

RBF will prepare a Biological Resources Technical Report that describes existing biological conditions, evaluates the quality and suitability of the habitat for supporting special-status species, assesses the impacts of the proposed project against these resources, and recommends mitigation measures to offset any identified significant impacts. Mitigation measures could range from avoidance of oak trees to implementation of a Habitat Mitigation and Monitoring Plan (HMMP) for jurisdictional impacts. Both the Jurisdictional Delineation Report and HMMP described below will be included as technical appendices to this report.

Subtask 2.3.5: Delineation of Jurisdictional Waters Report

RBF will prepare this technical report addressing onsite jurisdictional areas pursuant to agency regulations. Drainages will be overlaid on a delineation map and each agency's jurisdiction will be identified by width and length. This task includes time for GIS analysis associated with the delineation map.

Subtask 2.3.6: HMMP

RBF will work with the City to identify a location for the mitigation site that will address all jurisdictional impacts. A reference site will also be identified within the same watershed as the mitigation site, and will provide an "example" of what the mitigation site should become. This task includes up to two site visits to obtain reference site information and review potential plant palettes. A Draft and Final HMMP will be prepared for the mitigation site in accordance with the Corps' Mitigation Guidelines and Monitoring Requirements (April 19, 2004) and the Mitigation Rule (33 C.F.R. Part 332; 73 FR 19670-19687 (April 10, 2008)). The HMMP will include a functional evaluation of baseline vegetation conditions based on the California Rapid Assessment Method.

Subtask 2.3.7: Draft MND

RBF will prepare the Mitigation Monitoring and Reporting Program (MMRP) based on the IS Checklist findings; incorporate the Project Description, Environmental Setting, and MMRP into the City's MND format; and prepare the Public Review distribution list. RBF will submit one electronic file of the 1st Screencheck Draft IS/MND and technical appendices to the City for review/edits. RBF will respond to one complete set of City comments on these documents and submit electronic files, one showing tracked changes and another in clean Word version, of the revised 2nd Screencheck Draft IS/MND and technical appendices to the City for review/edits. RBF will again respond to one complete set of City comments, and submit one electronic file of the revised Draft IS/MND and technical appendices to the City for its final preparation and issuance for Public Review.



Wastewater Collections Yard Relocation

Subtask 2.3.8: Final MND

This task includes written responses to written comments received on the Draft IS/MND. The draft responses to comments will be prepared for review by City staff. RBF will submit one electronic file of the draft responses to comments and any necessary revisions to the IS/MND and technical appendices to the City for review/edits. RBF will respond to one complete set of City comments on these documents, and submit electronic files, one showing tracked changes and another in clean Word version, of the revised documents to the City for review/edits. RBF will again respond to one complete set of City comments, and submit one electronic file of the revised documents. Following City review of these revised documents, RBF will finalize the Final MND with technical appendices, exhibits, and MMRP.

Task 2.4 - Project Management Coordination, Meetings and Hearings

This task includes management and supervision of the RBF environmental team; consultation with the City on environmental issues and processes (i.e., attendance at up to 3 meetings with City staff); and with RBF's technical, support and word processing staff to ensure the accurate and timely completion of the IS/MND and technical appendices. In addition, this task includes the preparation of presentation materials and attendance by the RBF Environmental Manager at one Planning Commission Hearing and one City Council Hearing for the proposed project.

Specific Exclusions to Environmental Scope

1. Preparation of other environmental technical studies or a full EIR. This proposal assumes that a IS/MND will be the required CEQA clearance document for the project, as determined by the City.
2. If it is determined based on peer reviews of the environmental technical studies for the CEQA document for the City's nearby Citracado Parkway project that the findings from some or all of those studies cannot be applied to the City's proposed HARRF Wastewater Collections Facility and the project site, then RBF will recommend that certain site-specific and project-specific technical studies be prepared under a contract amendment to be authorized by the City.
3. Rare plant surveys and focused/protocol surveys for special-status species.
4. Floodplain modeling, mapping or the processing of a CLOMR/LOMR.
5. This scope assumes the City will produce the requisite hard copies and CDs of the Public Review Draft IS/MND/appendices; will distribute the documents (including mailing and delivering); and will prepare the Notice of Availability and submit the required documentation to the State Clearinghouse. RBF will produce one Master CD and one unbound reproducible copy from which copies can be made
6. This scope assumes 20 hours to prepare draft responses to comments. Should the comments require more than the budgeted time, the additional time required would be modified with City authorization.
7. This scope assumes the City will produce the requisite hard copies and CDs of the Final MND/appendices; and will distribute the documents (including mailing and delivering). RBF will produce one Master CD and one unbound reproducible copy from which copies can be made.



Wastewater Collections Yard Relocation

8. Coordinate an onsite meeting with the Corps, Regional Board, and CDFW to review the Jurisdictional Delineation (Subtask 2.3.5); prepare/process a Preliminary Jurisdictional Determination through the Corps; and prepare/process application packages for the Corps Section 404 Nationwide Permit, Regional Board Section 401 Water Quality Certification, and CDFW Section 1602 Streambed Alteration Agreement. Should the Jurisdictional Delineation determine that the project would temporarily or permanently encroach upon any jurisdictional areas, RBF will perform these tasks under a contract amendment to be authorized by the City.
9. Any government fees or deposits associated with processing the project and permit applications through the City and the regulatory agencies.
10. Endangered Species Act Section 7 Consultation with the USFWS.
11. Construction and irrigation plans for the mitigation site addressed in the HMMP.
12. MMRP implementation including, but not limited to, protocol surveys for sensitive species, mitigation compliance construction monitoring, invasive plant removal, and remedial landscaping/revegetation with native plants.

Task 3 – Geotechnical Investigations

West Coast Geotechnical (WCG) will review readily available non-proprietary literature pertinent to the project site and review proprietary documents or plans furnished to us by others. WCG will perform a surface reconnaissance to select the locations of our subsurface explorations and arrange and attend a joint utilities site meeting.

WCG will explore the subsurface conditions by excavating at least four (4) backhoe trenches. The exploratory trenches will range from 6 to 12 feet in depth unless rock or other conditions that inhibit excavation are encountered at shallower elevations. The trenches will be backfilled with the excavated soil after the sampling is completed. The soil will be moderately compacted into the excavations.

Laboratory testing will be conducted on samples retrieved from the exploratory excavations. We anticipate that the following tests will be performed:

- ❖ Four (4) in-place density and moisture determinations;
- ❖ Two (2) laboratory compaction test;
- ❖ Two (2) direct shear tests;
- ❖ Two (2) expansion index tests;
- ❖ Two (2) corrosivity suites; and
- ❖ One (1) R-value test

Testing will depend on the types of soil materials encountered. Accordingly, laboratory tests may be added or substituted.

WCG will then prepare a Draft Report of Geotechnical Investigation for review and comments. A Final version of the report would be submitted addressing the Engineers and Owners review comments.



Wastewater Collections Yard Relocation

Task 4 – Field Survey and Topography

As noted in the RFP, design level topographic survey and right-of-way mapping data is available for the project alignment. RBF in-house survey crews will review the existing survey files and validate the accuracy of the survey files. We have allotted two field survey days to perform supplemental survey of existing conditions along the project alignment. This work will include survey of existing gravity manholes and catch basins, site improvements and other physical features along the pipeline alignment.

Task 5 – Landscaping

RBF will prepare a preliminary design plan and in Phase Two a final design plan to include landscaping and irrigation in accordance with the City of Escondido landscape guidelines. The plan will be a graphic presentation in plan form showing the overall site and general features including designated landscape areas, planting masses, building, parking, walkway, entry sign, special landscape features and focal points.

Task 6 – Wet and Dry Utilities

RBF will prepare a preliminary utility plan illustrating the proposed domestic water, fire service, sewer and storm drainage systems required for the project, in accordance with the preliminary site plan. This plan does not include irrigation systems but will be part of Task 5 above. This task assumes there will be one submittal to the City. Comments received from the Pre-Design package will be addressed in the Final project phase.

Engineering Partners (EPI) will conduct site investigation and meet with each dry utility representative to determine existing conditions and dry utility needs, design criteria, and construction lead times. EPI will coordinate with each dry utility agency to obtain a preliminary design for Client approval, track design process, and coordinate with dry utility representatives to obtain a final design and mutually acceptable schedules.

Task 7 – Graphic Displays for Review Committees or Commissions

RBF will assist the City with presentations to the community and outside agencies as requested by the City. This task includes graphic displays, meeting preparation and presentations.

Task 8 – Site Planning, Construction Plans and Specifications

RBF and Jeff Katz Architecture (JKA) will conduct program confirmation interviews with departmental staff and review of administrative & operational programming needs. In addition, the team will assess existing site conditions and facilities to facilitate the programming process and prepare for the Preliminary Site Plan.

The RBF Team will prepare a Feasibility/Pre-Design submittal which will include structural, mechanical, plumbing, electrical and fire protection.

Once City staff has reviewed the Feasibility/Pre-Design package, the consultant team will address the City's comments and further develop the Site Plans. The 60%, 90% and 100% plans prepared using the latest version of CADD and will include the following at a minimum:

- a) Plans will be prepared at 1"=20'
- b) Construction details
- c) Drainage improvements



Wastewater Collections Yard Relocation

- d) Driveway Details
- e) Site Cross sections
- f) Demolition plans
- g) Landscape and Irrigation Plans
- h) Storm Water Management Plan (SWMP)

Deliverables

- ❖ Improvement Plans (60%, 90%, 100% and Final)
- ❖ Engineer's Cost Estimate
- ❖ Specifications and Special Provisions

Task 9 – Storm Water Quality

RBF will provide a Drainage Report and Storm Water Management Plan (SWMP) that will address requirements for compliance with the Regional Water Quality Control Board (RWQCB) Municipal Permit. The SWMP will characterize off-site drainage affecting the site, and analyze the existing and proposed hydrologic condition of the site. The SWMP will identify receiving waters, potential pollutants, and conditions of concern. The SWMP will recommend best management practices (BMPs) to protect water resources to the maximum extent practical.

Task 10 – Conformance with Citracado Parkway Construction

The RBF Team will review the plans and specifications, and preform a site walk of the constructed improvements for the Citracado Parkway Extension project to ensure that access conforms to the final constructed improvements.

Task 11 – Buildings, Site Layout and Design Aesthetics

JKA will prepare preliminary level plans for purposes of inclusion in a Pre-Design Package. The Construction Documents will build upon the Pre-Design Package prepared as the initial phase of this project. The plans will highlight the major design features and coordination items of the project. The new facility of mixed-use buildings for collections, maintenance and material storage is assumed to be a hybrid of a pre-engineered structure that is clad with an exterior treatment such as split face masonry, metal stud framing, stucco walls and roofed with concrete tile. The task assumes a total of two submittals. Any review comments or revisions from the second submittal will be addressed in the Construction Documents Phase. Architectural consulting will include structural, mechanical, plumbing, electrical, and fire protection. Accordingly, the architectural design package will include the following deliverables for all three buildings:

- ❖ Building Plans
- ❖ Building Elevations Plans/Perspectives
- ❖ Framing/Structural Plan
- ❖ Mechanical Plan
- ❖ Plumbing Plan
- ❖ Ceiling Plan
- ❖ Finishing Schedule



Wastewater Collections Yard Relocation

- ❖ Door Schedule
- ❖ Window Schedule
- ❖ Roof Schedule
- ❖ Building Sections
- ❖ Wall Sections
- ❖ Typical Internal/External Details
- ❖ Site Layout
- ❖ Accessibility Site Plan
- ❖ Telecommunications & Security Plan
- ❖ Site Sections
- ❖ Electrical/Site Lighting Plan

Task 14 – Parking

RBF will provide a site layout that provides adequate parking for staff and visitors up to 55 spaces with appropriate ADA parking designations.

Task 15 – Progress Meetings

RBF will attend meetings with the client and consultants to facilitate the development and work through design concerns. Coordination will also involve addressing project related emails, telephone calls and direct mail. A maximum of 32 hours has been budgeted for this task. Any additional efforts will be provided as additional services as defined herein.

CITY OF ESCONDIDO

ID	Task Name	Duration	Start	Finish	Predecessors
1	Wasterwater Collections Yard Relocation	215 days	Wed 8/6/14	Tue 6/2/15	
2	Project Award/Notice to Proceed	0 days	Wed 8/6/14	Wed 8/6/14	
3	Project Kickoff Meeting	0 days	Wed 8/6/14	Wed 8/6/14	2
4	Surveying and Base Mapping	2 wks	Wed 8/6/14	Tue 8/19/14	3
5	Site Visit Walk Through	0 days	Thu 8/14/14	Thu 8/14/14	
6	Feasibility/Pre-Design Phase	81 days	Wed 8/20/14	Wed 12/10/14	
7	Pre-Design Plans	8 wks	Wed 8/20/14	Tue 10/14/14	4
8	Team Meeting	0 days	Wed 9/17/14	Wed 9/17/14	
9	Drainage / LID/BMP Design and Calculations	2 wks	Wed 10/15/14	Tue 10/28/14	7
10	Preliminary Landscape Plans	2 wks	Wed 10/22/14	Tue 11/4/14	9FS-1 wk
11	Preliminary Lighting Plans	1 wk	Wed 10/22/14	Tue 10/28/14	9FS-1 wk
12	Preliminary Cost Estimate	1 wk	Wed 10/29/14	Tue 11/4/14	11
13	Pre-Design Submittal	0 days	Tue 11/4/14	Tue 11/4/14	12
14	City Review	2 wks	Wed 11/5/14	Tue 11/18/14	13
15	Community Workshop	1 day	Wed 11/19/14	Wed 11/19/14	14
16	Revisions per Workshop Comments	3 wks	Thu 11/20/14	Wed 12/10/14	15
17	Environmental Review Process (MND)	150 days	Wed 11/5/14	Tue 6/2/15	
18	Document Prep	3 mons	Wed 11/5/14	Tue 1/27/15	13
19	Public Review	30 days	Wed 1/28/15	Tue 3/10/15	18
20	Response to Comments/Final MND	30 days	Wed 3/11/15	Tue 4/21/15	19
21	City Review	2 wks	Wed 4/22/15	Tue 5/5/15	20
22	Finalize MND	1 wk	Wed 5/6/15	Tue 5/12/15	21
23	MND Complete	0 days	Tue 5/12/15	Tue 5/12/15	22
24	MND City Council Approval	3 wks	Wed 5/13/15	Tue 6/2/15	22
25	Phase 2 Construction Documents	67 days	Thu 12/11/14	Fri 3/13/15	
26	Design Plans	6 wks	Thu 12/11/14	Wed 1/21/15	16
27	Cost Estimate	1 wk	Thu 1/22/15	Wed 1/28/15	26
28	Technical Specifications / Bid Schedule	2 wks	Thu 1/22/15	Wed 2/4/15	26
29	Submittal	0 days	Wed 2/4/15	Wed 2/4/15	28
30	City Review	4 wks	Thu 2/5/15	Wed 3/4/15	29
31	Council Presentation	0 wks	Wed 3/4/15	Wed 3/4/15	30
32	City Comments Received	7 days	Thu 3/5/15	Fri 3/13/15	31
33	Constructibility Review Meeting	0 days	Fri 3/13/15	Fri 3/13/15	32
34	100% Design Plans	40 days	Mon 3/16/15	Fri 5/8/15	
35	Design Plan - Revisions	4 wks	Mon 3/16/15	Fri 4/10/15	33
36	Cost Estimate, Specifications and Bid Schedule	4 wks	Mon 3/16/15	Fri 4/10/15	33
37	100% Submittal	0 days	Fri 4/10/15	Fri 4/10/15	36
38	City Review	4 wks	Mon 4/13/15	Fri 5/8/15	37
39	Final Constructibility Meeting	0 days	Fri 5/8/15	Fri 5/8/15	38
40	Final Submittal	15 days	Mon 5/11/15	Fri 5/29/15	
41	Final PS&E	3 wks	Mon 5/11/15	Fri 5/29/15	39
42	Final Submittal Plans Ready to Bid	0 days	Fri 5/29/15	Fri 5/29/15	41

Project: WWCYard Schedule 7-30-
Date: Wed 7/30/14



Wastewater Collections Yard Relocation

FEE PROPOSAL

Services that are not specifically identified herein as services to be performed by RBF or its consultants are considered "Additional Services" for purposes of this Agreement. Client may request that RBF perform services that are Additional Services, however, RBF is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Service.

In the event RBF performs Optional Services at the Client's request before receipt of such executed amendment, Client acknowledges its obligation to pay for such services at RBF's standard rates, within 30 days of receipt of RBF's invoice.

RBF will accomplish the scope of services as stated in Exhibit A for the following fixed fees, to be invoiced monthly on a percent complete basis:

Client agrees to compensate Consultant for such services as indicated below. Payments shall be monthly on a fixed fee basis in accordance with the following fees shown, plus the cost of reimbursable expenses to cover reproduction. We suggest a budget of \$3,000 for this item. Reimbursable items will be billed at cost plus 10%.

PHASE ONE

2. Feasibility/Pre-Design

2.1 Architectural	\$15,000
2.2 Civil	\$20,000
2.3 Landscape	\$6,000
2.4 Geotechnical.....	\$9,000
2.5 Environmental*	\$64,000
2.6 Survey	6,000

TOTAL PHASE ONE **\$121,000**

PHASE TWO

4. Construction Documents (CD)

4.1 Architectural	\$35,000
4.2 Civil	\$25,000
4.3 Landscape	\$15,000

TOTAL PHASE TWO **\$75,000**

PROJECT TOTAL **\$196,000**



Wastewater Collections Yard Relocation

*Environmental Technical Studies - Optional Tasks

Air Quality Analysis	\$3,350
Greenhouse Gas Analysis	\$3,200
Cultural Resources	\$5,390
Jurisdictional Delineation Concurrence/Pre-Application Field Meeting	\$1,000
Preparation of Regulatory Agency Applications	\$7,200
Regulatory Approval Processing	\$12,000
Habitat Mitigation and Monitoring Plan (HMMP)	\$16,400
Hydromodification Management Plan (HMP)	\$8,000

Progress billings will be forwarded to the Client on a monthly basis. The billings are based on a percent completion, and payment is expected within 30 days from receipt independent of completion of construction efforts.

The design fees proposed herein shall apply until September 1, 2015. Due to ever-changing costs, Consultant may increase that portion of the contract fee for which work remains to be completed after that date. The adjustment will be based on the average percentage increase of the new rate schedule over the previous year. This adjustment may be applied annually if the project extends beyond what would normally be considered a reasonable project processing and approval period.

Work shall commence upon execution of the contract.

ASSUMPTIONS AND EXCLUSIONS

1. Design or profiling of site retaining walls is excluded as any retaining walls are expected to be regional standard.
2. Mapping services are not included such as collection of Title Reports or preparation of Tentative Map, Final Map, and Boundary Survey of any kind. It is assumed that the site is owned by the City and transfer of land rights will not be required.
3. Water pressure testing of existing system is excluded.
4. Preparation of any presentation materials such as mounted boards or colored plans is excluded.
5. Submittals shall consist of PDF format only. Reprographics services or preparation of any print packages are excluded.
6. Modeling of appurtenances and minor systems and structures, such as irrigation laterals, fire hydrants, sprinkler heads, pipes less than 4" in diameter, electrical pullboxes, and low voltage wiring, is excluded. Modeling of site retaining walls is excluded.
7. Phasing of design or project files is excluded.
8. Potholing of existing utilities is excluded.
9. Construction staking is not included.
10. Construction administration services.



Wastewater Collections Yard Relocation

FEE SCHEDULE

OFFICE PERSONNEL	\$/HR.
Principal/Quality Control	210.00
Project Manager	195.00
Senior Engineer/Planner	163.00
Landscape Architect	154.00
Senior GIS Analyst	154.00
Project Engineer/Planner	148.00
Environmental Specialist	138.00
Design Engineer/Senior Designer/Mapper	135.00
GIS Analyst	126.00
Designer/Planner	118.00
Graphic Artist	97.00
Environmental Analyst/Staff Planner	97.00
Design Technician	97.00
Permit Processor	83.00
Engineering Aid/Planning Aid	75.00
Office Support/ Clerical	63.00
 FIELD PERSONNEL	 \$/HR.
2-Person Survey Crew	250.00
1-Person Survey Crew	175.00
Licensed Surveyor	175.00

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11

Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Allegra Frost, Deputy City Attorney

SUBJECT: Adoption of Amendments to the Conflict of Interest Code for the City of Escondido

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2014-143 amending the Conflict of Interest Code for the City of Escondido pursuant to the Political Reform Act to update the list of designated public employees and public officials who are required to file a statement of economic interest and disclosure categories.

FISCAL ANALYSIS:

None.

GENERAL PLAN ANALYSIS:

N/A.

PREVIOUS ACTION:

The City previously adopted a Conflict of Interest Code pursuant to the requirements of the Political Reform Act. On October 17, 2012, the City Council adopted Resolution No. 2012-174 readopting the Conflict of Interest Code for the City of Escondido and updating the disclosure categories for designated positions.

BACKGROUND:

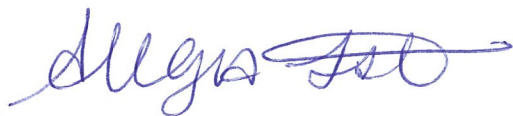
The City of Escondido and its agencies are subject to the requirements of the Political Reform Act (California Government Code § 81000, *et seq.*) and its regulations governing conflicts of interest. Government Code § 87200 specifically lists officials who are statutorily required to file a statement of economic interest. These officials include Councilmembers, City Manager, City Attorney, City Treasurer, Planning Commissioners, and City Officials and Employees Who Manage Public Investments. In addition to these statutory filing requirements, the Political Reform Act requires the City of Escondido and its agencies to adopt and promulgate a Conflict of Interest Code which includes disclosure categories and a list of designated public employees and elected and appointed officials who must comply with the requirements of the Conflict of Interest Code.

The City has previously adopted and amended the Conflict of Interest Code pursuant to the requirements of the Political Reform Act. The Political Reform Act requires each local government agency to review its Conflict of Interest Codes biennially to determine whether the Code must be amended.

Upon conducting the biennial review, the City determined it is necessary to amend and update the list of designated positions subject to the City's Conflict of Interest Code as set forth in Resolution No. 2014-143. The amendments are necessary to reflect the most current listing of positions for the City subject to the disclosure requirements of the City's Conflict of Interest Code. A red-lined version of the City's Conflict of Interest Code showing the recommended changes is attached for your review. No changes are necessary at this time to the Conflict of Interest Code for the Escondido Joint Powers Financing Authority.

Based on the above, it is recommended that the City Council approve Resolution No. 2014-143.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Allegra Frost", with a long horizontal flourish extending to the right.

Allegra D. Frost
Deputy City Attorney

Attachment: Red-lined List of Designated Positions Required to File Form 700

CITY OF ESCONDIDO
CONFLICT OF INTEREST CODE
EXHIBIT "A"

List of Designated Positions Required to File Form 700

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
CITY ATTORNEY'S OFFICE	
Assistant City Attorney	2, 4, 6
Assistant City Attorney/Litigation	2, 4, 6
Senior Deputy City Attorney	2, 4, 6
Deputy City Attorney	2, 4, 6
CITY CLERK	
City Clerk	2, 4, 6
Assistant City Clerk	2, 4, 6
CITY MANAGER'S OFFICE	
Assistant City Manager	2, 4, 6
Deputy City Manager	2, 4, 6
Assistant to the City Manager	2, 4, 6
<u>Director of Economic Development and Community Relations</u>	<u>2, 4, 6</u>
<u>Tourism and Marketing Administrator</u>	<u>6</u>
Management Analyst	6
COMMUNITY DEVELOPMENT	
Director of Community Development	2, 3, 4, 6
Assistant Planning Director	2, 3, 4, 6
<u>Deputy Director of Planning</u>	<u>2, 3, 4, 6</u>
Senior Planner	2, 3, 4, 6
Associate Planner	2, 3, 4, 6
Principal Planner	2, 3, 4, 6
Building Official	2, 3, 4, 6
Deputy Building Official	2, 3, 4, 6

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
Code Enforcement Manager	2, 3, 4, 6
Economic Development Manager	6
Management Analyst	6
HOUSING AND NEIGHBORHOOD SERVICES	
Neighborhood Services Manager	2, 3, 4, 6
Management Analyst	6
<u>Management Analyst II</u>	<u>6</u>
COMMUNITY SERVICES	
Director of Community Services	2, 3, 4, 6
<u>Director of Library and Community Services</u>	<u>2, 3, 4, 6</u>
Assistant Director of Community Services	2, 3, 4, 6
Deputy Director of Maintenance and Operations	2, 3, 4, 6
Streets and Parks Maintenance Superintendent	3, 6
<u>Deputy Director of Public Works/Maintenance</u>	<u>2, 3, 4, 6</u>
Building Maintenance Superintendent	3, 6
Fleet Maintenance Superintendent	3, 6
Recreation Superintendent	2, 3, 4, 6
City Librarian	3, 6
<u>Principal Librarian</u>	<u>3, 6</u>
Deputy City Librarian	3, 6
Older Adult Services Manager	7
Program Administrator	7
<u>ENGINEERING/PUBLIC WORKS</u>	
Director of Engineering Services	2, 3, 4, 6
<u>Director of Public Works</u>	<u>2, 3, 4, 6</u>
<u>Assistant Director of Public Works/Engineering</u>	<u>2, 3, 4, 6</u>
<u>Deputy Director of Public Works/Operations</u>	<u>2, 3, 4, 6</u>
Deputy Director of Engineering Services	2, 3, 4, 6

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
Assistant City Engineer	2, 3, 4, 6
Design and Construction Project Manager	2, 3, 4, 6
Principal Engineer	3, 4, 7
<u>Senior Engineer</u>	<u>3, 4, 7</u>
Real Property Manager	2, 3, 4, 6
<u>Parks and Open Space Superintendent</u>	<u>3, 6</u>
Parks and Open Space Administrator	3, 6
UTILITIES	
Director of Utilities	2, 3, 4, 6
Deputy Director of Utilities/Construction & Maintenance <u>Engineering</u>	2, 3, 4, 6
Deputy Director of Utilities/Wastewater	2, 3, 4, 6
Deputy Director of Utilities/Water	2, 3, 4, 6
Utilities Construction Project Manager	2, 3, 4, 6
Canal Superintendent	3, 6
Wastewater Treatment Plant Superintendent	3, 6
Water Distribution Superintendent	3, 6
Water Treatment Plant Superintendent	3, 6
Utilities Maintenance Superintendent	3, 6
Lakes and Open Space Superintendent	3, 6
Laboratory Superintendent	3, 6
Environmental Programs Manager	3, 6
<u>Senior Environmental Programs Specialist</u>	<u>3, 6</u>
Utilities Analyst	6
Environmental Program Manager/Utilities	6
<u>Asset Program Manager</u>	<u>6</u>

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
FINANCE*	
Assistant Director of Finance	6
Finance Manager	6
Treasury Manager	6
Investment Officer	6
Revenue Manager	6
Collections Officer	6
Purchasing Supervisor	6
Budget Manager	6
FIRE DEPARTMENT	
Fire Chief	2, 3, 4, 6
Deputy Fire Chief	2, 3, 4, 6
Fire Division Chief	3, 7
Fire Battalion Chief	3, 7
Assistant Fire Chief	3, 7
Fire Marshall	3, 7
Deputy Fire Marshall	3, 7
Fire Administrative Services Manager	6
Emergency Medical Services Coordinator	6
HUMAN RESOURCES	
Human Resources Director	6
Assistant Director of Human Resources	6
Human Resources Manager	6
Benefits and Workers' Compensation Manager	6
Risk and Safety Manager	6
Safety Administrator	6

* Officials Who Manage Public Investment:

It has been determined that the following positions manage public investments and will file a statement of economic interests pursuant to Government Code §87000: Investment Officer;
~~Director of Financial & Administrative Services, Finance Director~~[Director of Administrative Services, Human Resources and Finance.](#)

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
Senior Human Resources Analyst	6
INFORMATION SYSTEMS	
Director of Information Systems	6
Applications Development Manager	6
Network/Office Automation Manager	6
Geographic Information Systems Manager	6
Public Safety Systems Manager	6
POLICE DEPARTMENT	
Chief of Police	2, 3, 6
Assistant Chief of Police	2, 3, 6
Police Captain	2, 3, 6
Police Services Bureau Manager	2, 3, 6
Senior Crime Analyst	6
Police Services Analyst	6
BOARDS AND COMMISSIONS	
Building Advisory and Appeals Board	3, 7
Environmental Advisory Commission	3, 7
Historic Preservation Commission	3, 7
Investment Committee	2, 4, 6
Library Board of Trustees	3, 7
Personnel Board of Review	3, 7
Public Art Commission	3, 7
Community and Older Adult Services Commission	3, 7
Transportation and Community Safety Commission	3, 7
Oversight Board to the Successor Agency to the Escondido Redevelopment Agency	3, 6
<u>Independent Districting Commission</u>	<u>1</u>
CONSULTANTS	
Consultants	1

Designated Employees are those positions within this city who may exercise independent judgment and make or participate in the making of governmental decisions which may foreseeably have a material effect on any financial interest.

Persons in newly-created positions shall file under the broadest disclosure category in the agency's conflict-of-interest code until the agency amends its code to reflect the position. However, the City Manager or his designee may determine in writing that the broadest disclosure is not necessary and set interim disclosure that is more tailored to positions with a limited range of duties. In accordance with 2 Cal. Code of Regs. §18734, such written determination shall include a description of the newly-created position's duties and, based upon that description, a statement of the extent of disclosure requirements. Alternatively, the City Manager or his designee may complete Form 804, which satisfies the requirements of §18734. The City Manager or his designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Consultant means an individual who, pursuant to a contract with a state or local government agency:

(A) makes a governmental decision whether to

- (1) approve a rate, rule or regulation;
- (2) adopt or enforce a law;
- (3) issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
- (4) authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
- (5) grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
- (6) grant agency approval to a plan, design, report, study, or similar item;
- (7) adopt, or grant agency approval of policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(B) serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

The City Manager or his designee may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. In accordance with 2 Cal. Code of Regs. §18734, such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. Alternatively, the City Manager or his designee may complete Form 805, which satisfies the requirements of §18734. The City Manager or his designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Disclosure Categories

General Provisions – The Political Reform Act, Govt. Code §81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political

Practices Commission has adopted a regulation, 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the above list in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the City of Escondido.

Pursuant to §4 of the standard code, designated employees shall file statements of economic interests with the agency. Upon receipt of the statements of the City of Escondido, the agency shall make and retain a copy and forward the original of these statements to the Escondido City Clerk. Statements for all other designated employees will be retained by the agency.

Disclosure Categories –

Category 1: All investments, business positions, and sources of income (including loans, gifts,** and travel payments) from sources located or doing business in the City of Escondido; All interests in real property located in the City of Escondido or within two miles of any land owned or used by the City of Escondido;

Category 2: All interests in real property located in the City of Escondido;

Category 3: All investments, interests in real property and sources of income (including loans, gifts,** and travel payments) subject to the regulatory, permit or licensing authority of the City of Escondido;

Category 4: Investments in business entities and sources of income (including loans, gifts,** and travel payments) which engage in land development, construction or the acquisition or sale of real property;

Category 5: All interests in real property located within two miles of any land owned or used by the City of Escondido;

Category 6: Investments in business entities and sources of income (including loans, gifts,** and travel payments) of the type which, within the past two years, have contracted with the City of Escondido to provide services, supplies, materials, machinery, or equipment;

Category 7: Investments in business entities and sources of income (including loans, gifts,** and travel payments) of the type which, within the past two years, have contracted with the designated employee's department or board or commission, to provide services, supplies, materials, machinery or equipment.

** Gifts with a value of less than \$50 aggregate per year from a single source are not reportable financial interests and gifts with a value of more than \$420 aggregate per year from a single source are prohibited.

RESOLUTION NO. 2014-143

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE CITY'S CONFLICT OF
INTEREST CODE PURSUANT TO THE
POLITICAL REFORM ACT

WHEREAS, the City of Escondido is a local government agency subject to the requirements of the Political Reform Act (California Government Code § 81000, *et seq.*) and its regulations governing conflicts of interest; and

WHEREAS, the Political Reform Act requires every agency, including the City of Escondido, to adopt and promulgate a conflict of interest code, adopt disclosure categories, and designate those public employees and elected and appointed officials who must comply with the requirements of the Code; and

WHEREAS, on July 9, 1980, the City originally adopted the Fair Political Practices Commission's standard model conflict of interest code by Resolution No. 80-141, and has continued to maintain such a code in effect, together with disclosure categories and a list of those positions subject to the requirements of the conflict of interest code; and

WHEREAS, on October 17, 2012, the City Council readopted a conflict of interest code as required by the Political Reform Act, and amended and updated the disclosure categories and list of positions subject to the requirements of the Code; and

WHEREAS, the Political Reform Act requires every local government agency to review its conflict of interest code biennially to determine whether the Code must be amended; and

WHEREAS, upon the City's biennial review, the City now desires to amend and update the list of positions subject to the requirements of the Conflict of Interest Code;

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 designation of employees and elected and appointed officials subject to the requirements of this Conflict of Interest Code are attached and incorporated by this reference as Exhibit "A."
3. That this resolution supersedes all previous resolutions of the City of Escondido, which amend and update the list of employees and elected and appointed officials who are subject to a conflict of interest code.

**CITY OF ESCONDIDO
CONFLICT OF INTEREST CODE
EXHIBIT "A"**

List of Designated Positions Required to File Form 700

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
CITY ATTORNEY'S OFFICE	
Assistant City Attorney	2, 4, 6
Assistant City Attorney/Litigation	2, 4, 6
Senior Deputy City Attorney	2, 4, 6
Deputy City Attorney	2, 4, 6
CITY CLERK	
City Clerk	2, 4, 6
Assistant City Clerk	2, 4, 6
CITY MANAGER'S OFFICE	
Assistant City Manager	2, 4, 6
Assistant to the City Manager	2, 4, 6
Director of Economic Development and Community Relations	2, 4, 6
Tourism and Marketing Administrator	6
Management Analyst	6
COMMUNITY DEVELOPMENT	
Director of Community Development	2, 3, 4, 6
Assistant Planning Director	2, 3, 4, 6
Deputy Director of Planning	2, 3, 4, 6
Senior Planner	2, 3, 4, 6
Associate Planner	2, 3, 4, 6
Principal Planner	2, 3, 4, 6
Building Official	2, 3, 4, 6
Deputy Building Official	2, 3, 4, 6

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
Code Enforcement Manager	2, 3, 4, 6
Management Analyst	6
HOUSING AND NEIGHBORHOOD SERVICES	
Neighborhood Services Manager	2, 3, 4, 6
Management Analyst	6
Management Analyst II	6
COMMUNITY SERVICES	
Director of Library and Community Services	2, 3, 4, 6
Assistant Director of Community Services	2, 3, 4, 6
Deputy Director of Public Works/Maintenance	2, 3, 4, 6
Building Maintenance Superintendent	3, 6
Fleet Maintenance Superintendent	3, 6
Principal Librarian	3, 6
Deputy City Librarian	3, 6
Older Adult Services Manager	7
Program Administrator	7
ENGINEERING/PUBLIC WORKS	
Director of Public Works	2, 3, 4, 6
Assistant Director of Public Works/Engineering	2, 3, 4, 6
Deputy Director of Public Works/Operations	2, 3, 4, 6
Assistant City Engineer	2, 3, 4, 6
Design and Construction Project Manager	2, 3, 4, 6
Principal Engineer	3, 4, 7
Senior Engineer	3, 4, 7
Real Property Manager	2, 3, 4, 6
Parks and Open Space Superintendent	3, 6
Parks and Open Space Administrator	3, 6

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
UTILITIES	
Director of Utilities	2, 3, 4, 6
Deputy Director of Utilities/Construction & Engineering	2, 3, 4, 6
Deputy Director of Utilities/Wastewater	2, 3, 4, 6
Deputy Director of Utilities/Water	2, 3, 4, 6
Utilities Construction Project Manager	2, 3, 4, 6
Canal Superintendent	3, 6
Wastewater Treatment Plant Superintendent	3, 6
Water Distribution Superintendent	3, 6
Water Treatment Plant Superintendent	3, 6
Utilities Maintenance Superintendent	3, 6
Lakes and Open Space Superintendent	3, 6
Laboratory Superintendent	3, 6
Environmental Programs Manager	3, 6
Senior Environmental Programs Specialist	3, 6
Utilities Analyst	6
Environmental Program Manager/Utilities	6
Asset Program Manager	6
FINANCE*	
Assistant Director of Finance	6
Finance Manager	6
Treasury Manager	6
Investment Officer	6
Revenue Manager	6
Collections Officer	6

* Officials Who Manage Public Investment:

It has been determined that the following positions manage public investments and will file a statement of economic interests pursuant to Government Code § 87000: Investment Officer; Director of Administrative Services, Human Resources and Finance.

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
Purchasing Supervisor	6
Budget Manager	6
FIRE DEPARTMENT	
Fire Chief	2, 3, 4, 6
Deputy Fire Chief	2, 3, 4, 6
Fire Division Chief	3, 7
Fire Battalion Chief	3, 7
Assistant Fire Chief	3, 7
Deputy Fire Marshall	3, 7
Fire Administrative Services Manager	6
Emergency Medical Services Coordinator	6
HUMAN RESOURCES	
Assistant Director of Human Resources	6
Risk and Safety Manager	6
Senior Human Resources Analyst	6
INFORMATION SYSTEMS	
Director of Information Systems	6
Applications Development Manager	6
Network/Office Automation Manager	6
Geographic Information Systems Manager	6
Public Safety Systems Manager	6
POLICE DEPARTMENT	
Chief of Police	2, 3, 6
Assistant Chief of Police	2, 3, 6
Police Captain	2, 3, 6
Police Services Bureau Manager	2, 3, 6
Senior Crime Analyst	6
Police Services Analyst	6

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
BOARDS AND COMMISSIONS	
Building Advisory and Appeals Board	3, 7
Environmental Advisory Commission	3, 7
Historic Preservation Commission	3, 7
Investment Committee	2, 4, 6
Library Board of Trustees	3, 7
Personnel Board of Review	3, 7
Public Art Commission	3, 7
Community and Older Adult Services Commission	3, 7
Transportation and Community Safety Commission	3, 7
Oversight Board to the Successor Agency to the Escondido Redevelopment Agency	3, 6
Independent Districting Commission	1
CONSULTANTS	
Consultants	1

Designated Employees are those positions within this city who may exercise independent judgment and make or participate in the making of governmental decisions which may foreseeably have a material effect on any financial interest.

Persons in newly-created positions shall file under the broadest disclosure category in the agency's conflict-of-interest code until the agency amends its code to reflect the position. However, the City Manager or his designee may determine in writing that the broadest disclosure is not necessary and set interim disclosure that is more tailored to positions with a limited range of duties. In accordance with 2 Cal. Code of Regs. § 18734, such written determination shall include a description of the newly-created position's duties and, based upon that description, a statement of the extent of disclosure requirements. Alternatively, the City Manager or his designee may complete Form 804, which satisfies the requirements of § 18734. The City Manager or his designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Consultant means an individual who, pursuant to a contract with a state or local government agency:

- (A) makes a governmental decision whether to
 - (1) approve a rate, rule or regulation;
 - (2) adopt or enforce a law;
 - (3) issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
 - (4) authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
 - (5) grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
 - (6) grant agency approval to a plan, design, report, study, or similar item;
 - (7) adopt, or grant agency approval of policies, standards, or guidelines for the agency, or for any subdivision thereof; or
- (B) serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

The City Manager or his designee may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. In accordance with 2 Cal. Code of Regs. § 18734, such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. Alternatively, the City Manager or his designee may complete Form 805, which satisfies the requirements of § 18734. The City Manager or his designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Disclosure Categories

General Provisions – The Political Reform Act, Govt. Code § 81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. § 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the above list in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the City of Escondido.

Pursuant to § 4 of the standard code, designated employees shall file statements of economic interests with the agency. Upon receipt of the statements of the City of Escondido, the agency shall make and retain a copy and forward the original of these statements to the Escondido City Clerk. Statements for all other designated employees will be retained by the agency.

Disclosure Categories –

- Category 1: All investments, business positions, and sources of income (including loans, gifts,** and travel payments) from sources located or doing business in the City of Escondido; All interests in real property located in the City of Escondido or within two miles of any land owned or used by the City of Escondido;
- Category 2: All interests in real property located in the City of Escondido;
- Category 3: All investments, interests in real property and sources of income (including loans, gifts,** and travel payments) subject to the regulatory, permit or licensing authority of the City of Escondido;
- Category 4: Investments in business entities and sources of income (including loans, gifts,** and travel payments) which engage in land development, construction or the acquisition or sale of real property;
- Category 5: All interests in real property located within two miles of any land owned or used by the City of Escondido;
- Category 6: Investments in business entities and sources of income (including loans, gifts,** and travel payments) of the type which, within the past two years, have contracted with the City of Escondido to provide services, supplies, materials, machinery, or equipment;
- Category 7: Investments in business entities and sources of income (including loans, gifts,** and travel payments) of the type which, within the past two years, have contracted with the designated employee's department or board or commission, to provide services, supplies, materials, machinery or equipment.

** Gifts with a value of less than \$50 aggregate per year from a single source are not reportable financial interests and gifts with a value of more than \$420 aggregate per year from a single source are prohibited.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12
Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Declaration of an Emergency for Slope Repairs at Lake Wohlford Road

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-157 accepting the determination by the Public Works Director/ City Engineer and foregoing normal bidding procedures.

FISCAL ANALYSIS:

Funding for the emergency slope repairs is currently available in the Street Maintenance Budget.

BACKGROUND:

On September 8, 2014, a rockslide occurred adjacent to Lake Wohlford Road. After evaluation by a Geologist, it was determined that the slope posed a safety threat and the road was closed to traffic on September 11, 2014. Lake Wohlford Road is a heavily traveled local collector street critical to the orderly transportation of the public in the surrounding areas. Emergency repairs were necessary to permit the continued services of the City and avoid danger to life or property.

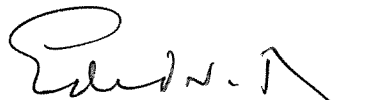
Typically, the City would conduct an informal bid in accordance with Escondido Municipal Code Section 10-135 for a public project between \$25,000 and \$100,000. Due to the time constraints of the emergency, that was not possible and the Public Works Director/City Engineer in consultation with the City Manager authorized emergency repairs on September 12, 2014.

Despite the lack of time to notice and conduct informal bid procedures, City staff were able to contact two local contractors to provide immediate quotes for repair of the slope. Shaw Equipment Rentals provided the lowest quote of \$80,000. Shaw mobilized on September 13, 2014 and the City expects them to complete repairs in 1-2 weeks.

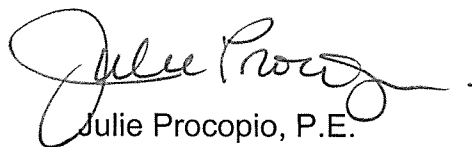
Declaration of Emergency Slope Repairs at Lake Wohlford Road
September 24, 2014
Page 2

A portion of the slope requiring repair is located within County of San Diego jurisdiction. County staff visited the site on September 15, 2014 and authorized work within their jurisdiction. County staff acknowledged a willingness to pay the County's share of repair costs estimated at \$10,000-\$15,000.

Respectfully submitted,



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



Julie Procopio, P.E.
Assistant Public Works Director

RESOLUTION NO. 2014-157

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
DECLARING AN EMERGENCY FOR SLOPE
REPAIRS AT LAKE WOHLFORD ROAD**

WHEREAS, pursuant to the terms of Section 22035 of the Public Contract Code the City Council may forego normal bidding procedures and pass a resolution by a four-fifths vote declaring that public interest and necessity demand an immediate expenditure to safeguard life, health, or property; and

WHEREAS, pursuant to the terms of Section 10-131 of the Escondido Municipal Code the City Council has delegated the authority to order an emergency action to the City Manager or designee when repairs or replacements are necessary to permit the continued conduct of the operation or services of the city, or to avoid danger to life or property; and

WHEREAS, the Public Works Director/City Engineer, in consultation with the City Manager, has determined that a significant rockslide adjacent to Lake Wohlford Road, as detailed in the staff report accompanying this resolution, has made immediate action a necessity; and

WHEREAS, the Public Works Director/ City Engineer must report to the City Council pursuant to Section 22050 of the Public Contract Code , the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency; and

WHEREAS, the Public Works Director/City Engineer has determined that access to this heavily traveled local collector street is critical to ensure the health and safety of the public in areas surrounding the impacted public street;

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

1. That the above recitations are true.
2. That the City Council accepts the determination by the Public Works Director/City Engineer and finds that the rockslide has caused a public safety emergency and that this continued action is necessary to ensure public safety and health, by making repairs as soon as possible.
3. That the City Council finds that the emergency will not permit a delay resulting from a competitive solicitation for bids.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Public Work
Abraham Bandegan, Associate Engineer

SUBJECT: All Way Stop Control Request for the Intersection of Chestnut Street and 9th Avenue;
and a Change Order Authorization Request to the Citywide Street Maintenance
Contract

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-153, amending the schedule of stop signs; and adopt Resolution No. 2014-159, authorizing the Director of Public Works to execute change orders in the amount of \$30,000 to the Citywide Street Maintenance Contract with All American Asphalt.

FISCAL ANALYSIS:

Funds are available in the Transportation and Community Safety Commission (TCSC) budget for traffic management projects.

PREVIOUS ACTION:

The Transportation and Community Safety Commission (TCSC) considered this item at their July 10, 2014 meeting and voted to support the request.

BACKGROUND:

On April 10, 2014, the Transportation and Community Safety Commission approved the scoring criteria for prioritizing Traffic Management Projects. The top three ranked projects were selected by TCSC for funding in 2014. The Chestnut Street traffic management project ranked second on the 2014 TMPL.

On July 10, 2014, staff presented the proposed traffic management plan for Chestnut Street to TCSC which involved measures from the City of Escondido Traffic Management Toolbox.

Exhibit A shows the traffic management plan for Chestnut Street.

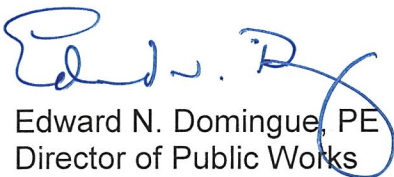
Measures selected from the Traffic Management Toolbox that were used in the design of the Traffic Management Plan for Chestnut Street are:

- Lane narrowing
- Adding a speed radar feedback sign
- Adding new edge lines
- Extra signage and striping
- Adding class II (bike lanes) bikeways
- Adding class III (sharrows) bikeways
- Adding travel lane and bike lane buffers
- Adding a parking lane for N/B

As a part of the project, a warrant analysis for stop signs was conducted and two (2) new stop signs were recommended to be installed on Chestnut Street at the intersection of 9th Avenue to provide for "All Way Stop Control" at the intersection due to limited sight distance. The TCSC voted to support the traffic management plan for Chestnut Street and recommend installation of the proposed AWSC intersection to City Council at their July 10, 2014 meeting.

A change order to the current Citywide Street Maintenance Project in the amount of \$30,000 is recommended to install striping and signage for Chestnut Street Traffic Management and Crosswalk Striping at four intersections. Projects are to be funded with TCSC annual budget as approved during the July 10, 2014 TCSC meeting.

Respectfully submitted,



Edward N. Domingue, PE
Director of Public Works



Abraham Bandegan, TE, PTP
Associate Engineer



City of Escondido Chestnut St Traffic Calming Plan

RESOLUTION NO. 2014-153

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
TO AMEND THE TRAFFIC SCHEDULES FOR
STOP INTERSECTIONS AND YIELD
INTERSECTIONS**

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

WHEREAS, at the July 10, 2014 meeting, the Transportation and Community Safety Commission ("TCSC") considered a traffic management plan for Chestnut Street and recommended the installation of two (2) new Stop Signs on Chestnut Street at the intersection of 9th Avenue to provide for an all way stop control; and

WHEREAS, the City Council believes the recommendations of the Transportation and Community Safety Commission are in the best interest of the City and will benefit the public health, safety and welfare; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt the recommendation and amend the City's traffic schedules for stop intersections and yield intersections;

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

1. That the above recitations are true.
2. That the City Council hereby adopts the recommendations of the Transportation and Community Safety Commission for Chestnut Street, including the addition of certain stop signs.

3. That the Traffic Schedule for Stop Intersections is hereby amended to reflect the addition of two (2) new stop signs on Chestnut Street at the intersection of 9th Avenue.

RESOLUTION NO. 2014-159

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE PUBLIC WORKS
DIRECTOR/CITY ENGINEER TO EXECUTE
ON BEHALF OF THE CITY, A CHANGE
ORDER TO THE CITYWIDE STREET
MAINTENANCE CONTRACT**

WHEREAS, on June 18, 2014, City Council awarded the Citywide Street Maintenance Contract in the amount of \$1,467,296.49 to All American Asphalt; and

WHEREAS, since the award of this contract, the City Council has adopted certain changes related to the Chestnut Street Traffic Management plan which call for the installation of striping and signage for the Chestnut Street Traffic Management and Crosswalk Stripping plan at four intersections; and

WHEREAS, a change order to the current Citywide Street Maintenance contract with All American Asphalt in the amount of \$30,000 is recommended to install striping and signage for the Chestnut Street Traffic Management and Crosswalk Stripping at four intersections as an addition to the contract already awarded to obtain the cost and timing benefit of doing the work necessitated by the City Council action regarding Chestnut Street; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said change order with All American Asphalt;

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 Director of Public Works/City Engineer is authorized to execute a

change order in the amount of \$30,000 to the Citywide Street Maintenance Contract with All American Asphalt to fund the above mentioned traffic management and improvement project.

I. AESTHETICS

- a. *Have a substantial adverse effect on a scenic vista?*
- b. *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*
- c. *Substantially degrade the existing visual character or quality of the site and its surroundings?*

Less Than Significant Impact - Scenic resources in the City of Escondido include views to and from hillsides and prominent ridgelines and other prominent natural landforms. No designated scenic resources are located within or in close proximity to the park, as identified in the General Plan Resource Conservation Element. More prominent ridgelines/hillside areas are located west of the site and north towards the City's northern boundaries. There are no designated scenic highways or designated public scenic vantage points within the project vicinity or with significant views through the subject property. Due to distance from designated scenic resources and the relatively small scale of the project, the proposed project would not block views of ridgelines or other designated scenic vistas. The project also would not result in the removal of any significant on-site resources such as mature or protected trees, rock outcroppings or any other significant features. Should any mature trees be damaged or removed during construction, they would be replaced as required by the City's Grading Ordinance and tree preservation requirements. There are no protected trees or oak trees within the proposed development area. The project would not damage any significant scenic resources within a designated State scenic highway or create an aesthetically offensive site open to the public since the site is not located along a State scenic highway and the property is developed as a community park, with baseball fields and field lighting.

Existing views onto the subject baseball field mainly are from vehicles traveling along North Broadway on the east, and from the existing single-family residences to the south. View of the ball field from the north, west and southeast generally are minimal due to the distance between the park and the adjacent homes, or from intervening mature trees and/or topographic features. The photos simulation indicates the existing and proposed views of the ball field from North Broadway. Although project elements would be visible from the surrounding neighborhood implementation, of the proposed project would not result in the obstruction or degradation of existing scenic views because of the proposed spacing and narrow width of the light poles and views would continue to be available beyond the project site. View of the upper portions of the lights from the closest residence on the south generally would be obscured by the existing tree canopies along the southern boundary of the park, as demonstrated in the site line photos. As the park currently consists of lighted baseball fields, the addition of field lighting at the subject ball field would not be visually incompatible with the existing character of the project site and no significant impacts would occur from the project.

- d. *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

The following terms are used in this discussion:

- **Spill light:** The light emitted from an installation that falls outside the boundaries of the property on which the lighting system is installed.
- **Obtrusive light:** Spill light that causes annoyance, discomfort, distraction, or a reduction in the ability to see essential information such as traffic signals.
- **Glare:** The discomfort or impairment of vision experienced when the image is excessively bright in relation to the general surroundings.
- **Foot-candle (fc):** The recognized international unit for the measure of light (luminance) falling onto a surface

The following are examples of light levels, expressed in foot-candles:

- Bright and sunny day: 3,000 fc
- Professional baseball-field lighting: 300 fc
- Office: 50 to 75 fc
- Residential lighting at night: 7 to 10 fc
- Main road junction street lighting: 2.5 to 3.0 fc
- Bright moonlight: 0.1 fc

Article 35 – Outdoor Lighting

This article, referred to as the Escondido Outdoor Lighting Ordinance, is intended to minimize unnecessary glare for the benefit of citizens and astronomical research at Palomar Observatory. The ordinance includes the following requirements for outdoor lighting:

- a. Use outdoor light fixtures with good optical control to distribute the light in the most effective and efficient manner;
- b. Use the minimum amount of light to meet the lighting criteria;
- c. Use shielded outdoor light fixtures;
- d. Use low-pressure sodium outdoor light fixtures where required;
- e. Use automatic timing devices to energize outdoor light fixtures only when necessary; and
- f. Turn off certain outdoor fixtures between the hours of 11:00 p.m. and sunrise.

Less Than Significant Impact - Existing night time lighting sources at the park and surrounding area consist of field lights around two of the baseball fields; street lights; security lights; and vehicle headlights. As previously discussed, the installation of the field lighting would allow for little league sports teams that currently conclude at dusk to extend play into the evening hours. The proposed lighting of the ball field would generate nighttime light to adequately illuminate the playing field surface in a manner that assures safety for players on the fields (i.e., consistent light levels without noticeable variation) and to assure adequate lighting for the dugout areas, bleachers, walkways to the restroom facility and concession stand. Use of the proposed field lighting by other outside sports group would require approval by the City of Escondido that would establish the allowable hours of use. Additionally, the field would continue to be available to local residents for informal recreational uses similar to existing conditions. The proposed lighting would be compatible with existing field lighting at the park and general night lighting in the project vicinity. The following design features of the proposed stadium light standards would contribute to a reduction in off-field lighting impacts and improved efficiency:

- Lighting fixture housing would have a segmented reflector system with built-in reflectors to direct light onto the field, resulting in less outward spill light.
- Die-cast aluminum housings and advanced optics would reduce the overall number of fixtures and sources of glare.
- A variety of visor lengths would be used to block glare to surrounding areas; visors would comprise the most advanced shielding system available.
- The height of the proposed stadium light standards would allow for each luminary to be mounted with a narrow beam angle aimed steeply downward, which would reduce spill light and skyglow.

Spill Light

The City of Escondido has not established a threshold for spill or obtrusive light. However, according to the Institution of Lighting Engineers (ILE), Illuminating Engineering Society of North America (IESNA), and the Electric Power Research Institute (EPRI), light trespass varies according to the surrounding environmental characteristics. In order to determine appropriate lighting standards that are reflective of the existing lighting conditions, land uses are typically categorized into one of four Environmental Zones. The project site is located between Zones E2 (areas of low ambient brightness typical of outer urban or rural residential areas) and E3 (urbanized residential area and is characterized as an area of medium ambient brightness). ILE, IESNA, and EPRI have established light limitations for exterior lighting installations based on the Environmental Zone within which a project is located. Based on this criteria a

significant light trespass impact is identified if luminaries proposed by the project would exceed 0.46 foot-candles during pre-curfew hours for the more restrictive Zone E2 (Dusk – 11:00 p.m.) and 0.093 foot-candles during the post-curfew hours (11:00 p.m. to 7:00 a.m.).

The proposed light pole locations and the orientation of fixtures are intended to minimize potential light spillover beyond the perimeter of the playing field. As shown in the Musco Illumination Summary attachment, lighting on the field ranges from 59.2 fc toward home plate and 26.3 towards center field. Illumination levels drop off significantly beyond the field boundary down to approximately 0.1 fc between 150 feet to 200 feet from the outfield fence, and then down to 0.0 beyond that. The nearest single-family home is situated along the southern boundary of the park approximately 200 feet from the outfield fence. The projected lighting level at this residence is between 0.0 fc to 0.1 fc, which is similar to bright moonlight. It is anticipated that light levels would be further reduced by the existing landscaping (mature tree canopies) that are situated around the outfield area of the project. Due to the distance of any other residential uses, lighting spillover is not considered to be an issue. As such, the field lighting would be compatible with the area surrounding the proposed project site and would not pose a safety hazard or create substantial spill light or obtrusive light. Therefore, spill lighting from the proposed project will result in a less-than-significant lighting impact.

Glare

Glare refers to the sensation we experience when looking into an excessively bright light source that causes a reduction in the ability to see, or causes discomfort to the eye. Glare is commonly experienced when driving into a sunrise or sunset, or when approaching an oncoming vehicle using their high beam headlights at night. A significant lighting impact would occur if glare created by the proposed project impairs vision. As previously discussed, lighting fixtures located on the field will be directed downward, onto the baseball field, and away from sensitive receptors. While the light fixtures would be visible to nearby residential uses, the light source would not be directed onto these residential uses, and the light levels would be within the range of typical suburban residential nighttime light levels. Additionally, each light fixture would be outfitted with a Musco's LSG visor that will further direct the lighting downward, reducing the potential for glare outside of the ball field. Furthermore, the proposed light fixtures would feature Green Generation technology, which is known to reduce glare significantly. Following installation of the lights, factory field service technicians would adjust the aiming alignment of the lighting fixtures to reduce glare. Additionally, existing mature landscaping (tree canopies) will help to shield nearby residents from the field lighting. Therefore, the proposed project would result in a less-than-significant glare impact.

II. AGRICULTURE RESOURCES

Significance Criteria and Impact Analysis

In determining whether impacts to agricultural resources are a significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. The effects of a project on agricultural resources are considered significant if the proposed project would:

- a. *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*
- b. *Conflict with existing zoning for agricultural use, or a Williamson Act contract?*
- c. *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?*
- d. *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*
- e. *Result in the loss of forest land or conversion of forest land to non-forest use?*

- f. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

No Impact - The proposed project site is currently developed as an active park with baseball fields and no farmland, forest land, timberland, or other agricultural uses occur on the project site or surrounding area. Jesmond Dene Park is not listed as agricultural or prime farmland by the California Department of Conservation (CDC) Farmland Mapping and Monitoring Program. The project site and surrounding area is not listed as prime Agricultural Lands in the General Plan Final EIR, which was prepared for the most recent General Plan revisions in 2000 (Escondido 2000). Therefore, the proposed project will not result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) to non-agricultural use, or result in the conversion of forest land to non-forest use. The project site does not contain any Williamson Act or other agricultural land contracts. Accordingly, no associated impacts to agricultural-related zoning or contract land would result.

III. AIR QUALITY

Significance Criteria and Impact Analysis

Where applicable, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

- a. *Conflict with or obstruct implementation of the applicable air quality plan?*
- b. *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?*
- c. *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?*
- d. *Expose sensitive receptors to substantial pollutant concentrations?*
- e. *Create objectionable odors affecting a substantial number of people?*

Within the San Diego region, air quality is monitored, evaluated, and controlled by the U.S. Environmental Protection Agency (USEPA), California Air Resources Board (CARB), and the San Diego County Air Pollution Control District (SDAPCD). The project is located within the San Diego Air Basin (Basin) under the jurisdiction of the SDAPCD. The SDAPCD develops and administers local regulations for stationary air pollutant sources within the Basin, and also develops plans and programs to meet attainment requirements for both federal and State Ambient Air Quality Standards. The SDAPCD and the San Diego Association of Governments (SANDAG) are responsible for developing and implementing the clean air plan for attainment and maintenance of the AAQS in the Basin. The San Diego County Regional Air Quality Strategy (RAQS) was initially adopted in 1991, with the most recent update in 2009. The RAQS outlines the SDAPCD's plans and control measures designed to attain the state air quality standards. The SDAPCD has also developed the air basin's input to the State Implementation Plan (SIP), which is required under the federal CAA for areas that are out of attainment of air quality standards.

Less Than Significant Impact - To determine consistency between the project and these air quality plans, the project must comply with all applicable SDAPCD rules and regulations, all proposed or adopted control measures of the RAQS, and be consistent with the growth forecasts utilized in preparation of the RAQS and SIP, which are based on regional population, housing, and employment projections prepared by SANDAG. The SDAPCD air quality management plans were developed based on growth assumptions prepared by SANDAG. Because the proposed project does not include growth-generating components the project would not conflict with growth projections contained in the City's General Plan and thus, would be consistent with SANDAG forecasts. Based on these considerations and pursuant to SDAPCD guidelines, project-related emissions would be accounted for and the project would be consistent with the SDAPCD air quality management plans and the SIP. For these reasons, the proposed project would not produce local or regional growth. The proposed project would not significantly increase traffic volumes on local streets and intersections as a result of the increase hours of

operation for the subject ball field. The proposed project only involves the installation of field lighting at Jesmond Dene Park, and does not propose any land use changes, nor would it result in a land use that would create any significant additional operational emissions. Operation emissions generated from use of the park generally include gasoline-powered landscaping and maintenance equipment, and from vehicle operations associated with the site. Therefore, the proposed project is consistent with the City's General Plan, which would make it consistent with the AQMP, and no impact would occur. Any individual impacts attributed to the proposed project are small on a regional scale and will not cause ambient air-quality standards to be exceeded, nor contribute to any adverse cumulative impacts.

Construction Emissions and Odors

Due to the relatively minor amount of on-site earth disturbing activities/trenching associated with the project, anticipated daily construction emissions from heavy equipment, or haul trucks and diesel equipment are projected to be less than the City of Escondido and SDAPCD thresholds for all criteria. Therefore, the proposed project would not expose sensitive receptors to substantial concentrations of criteria pollutants nor generate any objectionable odors, especially from diesel fumes. Any odors would be temporary in nature and would be confined to the immediate vicinity of the proposed project site. Because construction is a one time, temporary activity, operation of equipment during project construction is not anticipated to result in significant air quality impacts. As a matter of standard practice, dust and emission control during grading operations would be implemented to reduce potential nuisance impacts and to ensure compliance with SDAPCD rules and regulations. Operation of the ball field also is not anticipated to include the generation of objectionable odors affecting a substantial number of people. Therefore, the proposed project would have a less than significant impact on cumulative regional and local air quality.

IV. BIOLOGICAL RESOURCES

Significance Criteria and Impact Analysis

The effects of a project on biological resources are considered to be significant if the proposed project would:

- a. *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*
- b. *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*
- c. *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*
- d. *Interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*
- e. *Conflict with any local policies or ordinances protecting biological resources such as a tree preservation policy or ordinance?*
- f. *Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

Less Than Significant Impact - The proposed project area is a developed city park with an active baseball field surrounded by turf grass and mature trees that were planted with the development of the park. The turf areas surrounding the ball field are used for active park activities, including playground equipment. No plant life or animal species recognized as threatened or endangered by the U.S Fish and Wildlife Service or California Department of Fish and Game, or other sensitive species, as identified in local/regional plans/policies or regulations, are known or anticipated to occur within the proposed project

area (baseball field or area immediately surrounding the field). No raptor nests were observed within the proposed project area during a site reconnaissance. Based on the developed nature of the site and surrounding area, project implementation would not result in any impacts to wildlife movements or established wildlife corridors/habitat linkages. The project development area is outside the City of Escondido Focused Planning Areas as indicated on the MHCP maps and no conflicts with the provisions of the MHCP are expected. The steeper areas of the park that contain native vegetation are identified as preservation areas, but the project would not encroach into these areas of the park. No riparian habitat or wetlands occur within or immediately adjacent to the project site. As such, the project would not directly or indirectly impact sensitive species or habitat.

V. CULTURAL RESOURCES

Significance Criteria and Impact Analysis

The effects of a project on cultural resources are considered to be significant if the proposed project would:

- a. *Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?*
- b. *Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*
- c. *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*
- d. *Disturb any human remains, including those interred outside of formal cemeteries?*

No Impact - The project site is developed with a baseball field and immediately surrounded by turf grass and mature trees. No historical resources occur on the project site and the project area does not appear to contain any indicators of significant cultural resources or geologic features due to past development. As such, no impact to cultural/historical resources would occur as a result of the proposed project. Because extensive ground moving activities would not be required and the area of ground disturbance would be minimal, the likelihood of encountering cultural resources is unlikely. No human remains are anticipated to be discovered during project construction due to the lack of burial sites recorded on the park site and the disturbed nature of the project area. In accordance with Health and Safety Code 7050.5, CEQA 15064.5(e), and Public Resources Code 5097.98, if any human remains are discovered, all work would be halted in the vicinity of the discovery, the appropriate authorities would be notified, and standard procedures for the respectful handling of human remains would be adhered to. Therefore, implementation of the proposed project would not result in a significant impact to these resources and no mitigation measures are required.

VI. GEOLOGY AND SOILS

Significance Criteria and Impact Analysis

The effects of a project on geology and soils are considered to be significant if the proposed project would:

- a. *Expose people or structures to potentially substantial adverse effects, including the risk of loss, injury, or death involving:*
 - i. *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*
 - ii. *Strong seismic ground shaking?*
 - iii. *Seismic-related ground failure, including liquefaction?*
 - iv. *Landslides?*
- b. *Result in substantial soil erosion or the loss of topsoil?*

- c. *Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*
- d. *Be located on expansive soil, as defined in Table 18.1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*

No Impact - The subject site, including all areas of Escondido and surrounding San Diego County is located within a Seismic Zone 4 designation. The project site is not located within proximity to any mapped State of California Fault-Rupture hazard Zones (formerly known as Alquist-Priolo Special Studies Zones) or other known fault hazard designations (California Geological Survey [CGS] 2007. No known active or potentially active faults are located in the project site vicinity. Accordingly, fault surface rupture is not likely at this project. All new development would be required to conform to current seismic building code requirements designated for the specific area. Encounters with shallow groundwater is not expected. However, a number of standard methods are available to eliminate potential impacts from groundwater, such as dewatering. Disposal of any extracted groundwater (if necessary) would require coordination with the local RWQCB. Based on existing conditions and geologic/development history of the area, potential liquefaction and expansive soil issues are not anticipated to rise to a level of significance. Appropriate design and construction measures would be required to be incorporated into the development plans as recommended by any subsequent geotechnical/soils reports that may be required at the building/grading permit stage of site development, which include standard industry practices such as the use of appropriate foundation and footing designs, design and construction measures to accommodate projected seismic loading, implementation of properly engineered and non-expansive fill, and appropriate surface/subsurface drainage techniques. These and/or other appropriate measures would be implemented as part of any development permit and conformance with applicable regulatory/industry criteria such as the IBC/CBC, Greenbook and City Standards. Because the subject site and surrounding properties have been developed and situated on relatively level terrain, the project site is not considered to be susceptible to other potential geologic hazards such as landslides, tsunamis, or seiche. Additionally, the proposed development area contains no exposed soils that could be subject to soil erosion or loss of topsoil. Erosion and sedimentation impacts would be addressed through conformance with the NPDES *General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities* (Construction General Permit, State Water Resources Control Board [SWRCB]). Based on implementation of appropriate erosion and sediment control BMPs as part of, and in conformance with NPDES/City storm water requirements, potential erosion and sedimentation impacts from a proposed project would be avoided.

- e. *Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?*

No Impact - The project site currently is serviced by an existing wastewater/sewer pipeline system with the City of Escondido. No septic tanks or alternative wastewater disposal system would be utilized as part of any future development projects.

VII. GREENHOUSE GAS EMISSIONS

In order to determine the potential effects of a project on greenhouse gas emission (GHG), would the project:

- a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less Than Significant Impact – The *City of Escondido Greenhouse Gas Emissions Adopted CEQA Thresholds and Screening Tables* document provides guidelines on how to analyze GHG emissions and determine the significance of those emissions during CEQA review of proposed projects within the City.

Project that emits less than 2,500 MT CO₂e annually during construction or operation would not result in a potentially significant impact. Construction of the project would result in temporary emissions of GHG from the operation of construction equipment and from worker and building supply vendor vehicles. Due to the short-term nature and relatively low intensity of project construction, construction emissions would not exceed significance thresholds. The proposed project is anticipated to generate a minimal increase in vehicular trips from the ball field being available for additional games or scheduled games to continue into the evening hours. Due to this minimal increase, the project is not anticipated to result in substantial contribution of greenhouse gas emissions because the project is not anticipated to increase local vehicle trip lengths sufficient enough to increase the average regional trip length. The primary source of operational GHG emissions from the project would be indirect emissions from electricity usage for the proposed light standards and security lighting. Based on GHG analysis of similar lighting projects, the anticipated annual energy usage from the new lights would be relatively small and would not result in a significant individual or cumulative impact to greenhouse gas emissions that would exceed significance thresholds. Therefore, construction-related and operational GHG emissions generated by this project are anticipated to be well below the screening level threshold of 2,500 MT CO₂e established by the City of Escondido. In addition, the project would not conflict with guidelines established for the purpose of reducing the emissions of GHGs to meet the state requirements of AB 32. The project also would not result in an increase in demand for natural gas, water, or solid waste disposal services; therefore, no increase in GHG emissions would occur from these sources.

VIII. HAZARDS AND HAZARDOUS MATERIALS

Significance Criteria and Impact Analysis

The effects of a project on hazards and hazardous materials are considered to be significant if the proposed project would:

- a. *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*
- b. *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*
- c. *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*
- d. *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

No Impact - Due to the nature of the proposed development, the project would not result in any associated impacts related to hazardous emissions or the handling of hazardous or acutely hazardous materials, substances or wastes. Use and/or storage of hazardous materials at the project site are expected to be minimal and would not constitute a level that would be subject to regulation. The project site is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 (the Cortese List). Any development of the project site would be required to comply with all applicable Fire, Building, and Health and Safety Codes, which would eliminate any potential risk of upset. The site is not located within a 100-year floodplain. Therefore, the project will not create a significant risk of upset or hazard to human health and safety.

- e. *For a project located within an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in safety hazard for people residing or working in the project area?*
- f. *For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?*

The project is not located within an airport land-use plan, an airport land-use plan that is to be adopted, or within 2 miles of a public airport. The project also is not located within the vicinity of a private airstrip and would not result in a safety hazard for people residing or working in the project area. Therefore, the project would not result in any associated impacts related to safety hazards for people residing or working in the project area.

g. Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?

The project does not include activities or structures that would impair implementation of, or physically interfere with, an emergency response plan. The proposed development is not expected to result in the need for additional emergency and fire facilities. Any development of the site would be required to comply with all applicable Fire, Building, and Health and Safety Codes. The Police and Fire Department indicated the proposed project would not impact service levels.

h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

No Impact - The subject site is a developed city park and the project only involves the installation of lights around an existing baseball field. The project does not involve the development of structures that would expose people or structures to a significant risk of wildland fires. Therefore, the proposed project would not result in the exposure of people or structures to hazards associated with wildland fires and no impact would occur.

IX. HYDROLOGY AND WATER QUALITY

Significance Criteria and Impact Analysis

The effects of a project on hydrology and water quality are considered to be significant if the proposed project would:

- a. Violate any water quality standards or waste discharge requirements, including but not limited to increasing pollutant discharges to receiving waters (Consider temperature, dissolved oxygen, turbidity and other typical storm water pollutants)?*
- b. Have potentially significant adverse impacts on ground water quality, including but not limited to, substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?*
- c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river in a manner which would result in substantial/increased erosion or siltation on- or off-site?*
- d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site and/or significant adverse environmental impacts?*
- e. Cause significant alteration of receiving water quality during or following construction?*
- f. Cause an increase of impervious surfaces and associated runoff?*
- g. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?*
- h. Cause potentially significant adverse impact on ground water quality?*

- i. *Cause or contribute to an exceedance of applicable surface or ground water receiving water quality objectives or degradation of beneficial uses?*
- j. *Is the project tributary to an already impaired water body, as listed on the Clean Water Act Section 303(d) list? If so, can it result in an increase in any pollutant for which the water body is already impaired?*
- k. *Otherwise substantially degrade water quality?*

Less Than Significant Impact - The project site currently is developed with a city park with baseball fields surrounded by turf grass. The project site generally consists of level terrain and generally drains to existing public/private storm drain facilities, and as minor overland flow. No changes to the overall drainage patterns and directions would occur as a result of the proposed project. Any potential project related impacts from construction activities would be avoided or reduced below a level of significance through conformance with existing NPDES, City storm water standards and storm water design requirements. Therefore, future project implementation would result in a less than significant impacts related to runoff rates/amounts, associated flooding, hydromodification, or the capacity of existing/planned storm drain systems.

Water and sewer service to the site currently is provided by the City of Escondido, and the project would not withdraw groundwater or otherwise substantially interfere with long-term groundwater recharge or the groundwater table level. Therefore, the proposed project would not result in any significant impacts to hydrology or water quality; result in a significant increase in runoff from the site; or adversely impacts surface water beneficial uses, water quality objectives, or 303(d) impaired water listings.

- k. *Create or exacerbate already existing environmentally sensitive areas?*
- l. *Create potentially significant environmental impact on surface water quality, to either marine, fresh, or wetland waters?*
- m. *Impact aquatic, wetland or riparian habitat?*

No Impact - As described in Section VII, Biological Resources, the proposed development would not affect any environmentally sensitive areas or aquatic/riparian/wetland habitats. The subject area proposed for development is outside the City of Escondido Focused Planning Areas as indicated on the MHCP maps. No conflicts with the provisions of the MHCP are expected.

- o. *Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*
- p. *Place within a 100-year flood hazard area structures which would impede or redirect flood flows?*
- q. *Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?*
- r. *Inundation by seiche, tsunami, or mudflow?*

No Impact - The project site is located outside the 100-year flood zone with no associated mapped 100-year floodplains occurring locally in the SanGIS database or on Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs). Therefore, no structures would impede or redirect flood flows. The project site and surrounding area are not located within a mapped dam inundation area associated with the upstream Lake Wohlford and Dixon Reservoir containment structures/reservoirs (General Plan 2012). Based on the location of the proposed project approximately 12 miles inland, no significant impacts related to tsunamis would result. No significant impacts related to seiches and associated flood hazards are anticipated to occur given the distance from the existing Lake Wohlford and Dixon Reservoirs, and channelization/improvement of Reidy Creek within the area. The project site and surrounding properties either are developed and/or landscaped with ornamental or native vegetation, and therefore the site is not subject to any anticipated mudflows.

X. LAND USE AND PLANNING

The City of Escondido General Plan designates Jesmond Dene Park as Public (P) and zoned OS-P (Open Space Public/Park). The site is developed as a City of Escondido community park. A Master Plan was prepared in 1980 for the ultimate buildout of the park which includes a range of active and passive uses, along with the preservation of existing native plant communities. As such, the project will not impact City of Escondido existing or planned land uses.

Significance Criteria and Impact Analysis

The effects of a project on existing or planned land uses are considered significant if the proposed project would:

- a. *Physically divide an established community?*
- b. *Conflict with any applicable land-use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*
- c. *Conflict with any applicable habitat conservation plan or natural community conservation plan?*

No Impact - The proposed project would not disrupt or divide the physical arrangement of the area because the site is developed as a city park, and the project only involves the installation and operation of lighting around an existing baseball field. The proposed project would not result in the permanent closure of any streets or sidewalks or the separation of uses and/or disruption of access between land use types. The project would not conflict with any local policies or ordinances protecting biological resources because the proposed lights would be installed within an area that already has been developed. Vegetation on and adjacent to the baseball field consists of ornamental landscaping consistent with an active park. The subject project area is not designated on the City's Draft Multiple Habitat Conservation Plan (MHCP) Focus Planning Area or any other conservation planning area for preservation. Therefore, no detrimental land-use policy impacts would be result from the proposed project.

XI. MINERAL RESOURCES

Significance Criteria and Impact Analysis

The effects of a project on mineral resources are considered to be significant if the proposed project would:

- a. *Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*
- b. *Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land-use plan?*

The subject site and adjacent properties have been previously developed. These properties are not known to contain any known mineral deposits of value. No known locally important mineral resource recovery sites delineated on a local general plan, specific plan or other land-use plan are present within the project site or surrounding area.

XII. NOISE

Significance Criteria and Impact Analysis

The effects of a project on noise are considered to be significant if the proposed project would result in:

- a. *Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

- b. *Exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels?*
- c. *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*
- d. *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

Less than Significant Impact - The subject site is as a community park that contains a variety of active and passive uses, including lighted ball fields. The park generally is open from dawn to dusk, with use of the two of the existing lighted baseball fields extending into the later evening hours. The park generally is surrounded by larger estate lots and a city golf course to the north and east. Residential uses are considered sensitive to noise. The closest noise sensitive use to the park is an existing single-family residence located approximately 200 feet southwest of the subject baseball field. Other residential uses located to the southwest, west, northeast and southeast are located a significant distance from the ball field and noise associated with the proposed project are not anticipated to have an impact to these uses.

Existing ambient noise within the area primarily is generated from the traffic along the adjacent roadways (North Broadway and Jesmond Dene Road) and activities throughout the park. Noise generated from the baseball fields typically involve instructions from coaches to players, player conversations, and crowd cheering, which would occur periodically during each event, with intermittent variations in noise levels depending on the amount of spectators and nature of the game. Because the site already is used for organized baseball games throughout the year and the adjacent lighted baseball fields already allow for the baseball games to extend into the evening hours, existing noise levels would not be substantially increased with the installation of lights at the subject field. Off-site single-family residential uses directly adjacent to the field to the southwest would experience temporary increases in noise levels during the evening games, but these would be temporary in nature and noise levels would not be continuous noise, but rather peaks that would occur sporadically throughout the events typically lasting for a few seconds to a few minutes. Once the event has ended the noise generated by such an event would also end. As indicated in the project description, games typically are completed around 9:00 p.m. to 9:30 p.m. with no game later than 10:00 pm. The lights may stay on up to 10:30 to allow for all users to safely exit the park and for coaches or maintenance personnel to clean up after the games. No other operational changes are proposed with implementation of the proposed project. The proposed project does not include any components that would result in excessive groundborne vibration. As the proposed project would not result in a permanent increase in noise levels, this impact would be less than significant.

Construction Noise

Noise impacts from construction are a function of the noise generated by the construction equipment, the location and sensitivity of nearby land uses, and the timing and duration of the noise-generating activities. Noise levels within and adjacent to the specific construction sites would increase during the construction period. Construction would not cause long-term impacts since it would be temporary and daily construction activities would be limited by the City's Noise Ordinance (Sections 17-234 and 17-238) to hours of less noise sensitivity. Upon completion of the project, all construction noise would cease. No pile driving or explosives blasting is anticipated as a result of the project and, thus, no significant vibrations or groundborne noise would be associated with construction of the proposed project

- e. *For a project located within an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*
- f. *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

No private or public airstrips are located within 2 miles of the proposed project site; thus, people residing or working in the project area would not be exposed to excessive noise levels due to airport operations.

XIV. POPULATION AND HOUSING

Significance Criteria and Impact Analysis

The effects of a project on population and housing are considered to be significant if the proposed project would:

- a. *Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*
- b. *Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*
- c. *Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

No Impact – Due to the nature of the project population within the surrounding area and city would not increase since the project is non-residential. The site is developed with a public facility and the proposed installation of lights would not alter the location, distribution or population density within the area, nor would it adversely impact the City's housing demand. The project also would not result in the removal of any existing housing units. The project would not be considered growth inducing since the area already is developed, and adequate public facilities are available within the area to serve the project.

XV. PUBLIC SERVICES

Significance Criteria and Impact Analysis

The effects of a project on public services are considered to be significant if the proposed project would:

- a. *Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*

No Impact- The project site is developed as a baseball field within a city park. Implementation of the proposed project would result in the installation and operation of field lighting at the existing field. Accordingly, the proposed project would not introduce new uses to the project site, rather the proposed project would allow for the extended use of the ball field by existing uses. The proposed project would not result in a need to provide additional park or open space amenities since the project would not increase population within the surrounding area. Therefore, no significant impact to recreational resources would occur as a result of project. SDG&E would provide electric facilities to the project. The proposed project would not result in substantial adverse physical impacts associated with the provision of new or physically altered SDG&E facilities. Installation of the new field lights would create an incremental increase in demand for electricity over existing levels, but the project increase in not significant on an area-wide level and the project would not require a major expansion existing SDG&E power transmission facilities. Therefore, no significant impacts are anticipated to occur with respect to increased power demand from the proposed project.

IV. TRANSPORTATION/TRAFFIC

Significance Criteria and Impact Analysis

The effects of a project on transportation and traffic are considered to be significant if the proposed project would:

- a. *Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass*

transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.

- b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measure, or other standards established by the county congestion management agency for designated roads or highways
- c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?
- d. *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*
- e. *Result in inadequate emergency access?*
- f. *Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?*

Less Than Significant Impact - The Engineering Division indicated the installation of lights at the existing ball field would not result in any substantial increase in vehicle trips, and therefore would not affect the level of service on the adjacent streets and intersections. Installation and operation of the lights at the baseball field would allow events to occur in the evenings as opposed to existing conditions where events typically are terminated at dusk at this particular field. Because the other two fields are lit, athletic events already extend into the evening hours. Allowing events to extend into the evening hours at the subject baseball field generally would not conflict with weekday peak hour times or peak times generated by North Broadway Elementary School or Reidy Creek Elementary School. The proposed project would not conflict with any applicable plan, ordinance, or policy and, therefore, impacts would be less than significant.

Construction Traffic – Temporary traffic impacts would occur during site preparation and construction activities. Due to the nature of the project, the Engineering Division indicated additional trips are anticipated to be minimal. Construction traffic typically occurs during the off-peak hours. Therefore, impacts to LOS during temporary construction would be less than significant.

Design Features/Hazards/Emergency Access – The project does not include any design features or incompatible uses that would substantially increase hazards.

Air-Impacts – Jesmond Dene Park is not located within the vicinity of a public or private airstrip and would not result in a change in air traffic patterns, increase in traffic levels, or a change in location that results in substantial safety risks. The height of the light poles would not interfere with air traffic patterns.

Adopted Plans/Policies – The proposed project would not conflict with adopted policies, plans, or programs supporting alternative transportation. Bus service in the vicinity of the site would not be impacted by the proposed project nor impact any existing or proposed bicycle facilities in the area as designated on the City's Bicycle Facility Master Plan. The installation of field lights would not result in inadequate emergency access as determined by the Fire Department.

Congestion Management – None of the adjacent streets is designated as a Congestion Management Program (CMP) Arterial.

On-Site Parking – On-site parking is provided from three paved parking areas throughout the park. The installation of field lights would not impact existing parking or create a demand for additional parking.

XVI. UTILITIES AND SERVICE SYSTEMS

Significance Criteria and Impact Analysis

The effects of a project on utilities and service systems are considered to be significant if the proposed project would:

- a. *exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board.*
- b. *require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.*
- c. *require, or result in, the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.*
- d. *have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed.*
- e. *result in a determination by the wastewater treatment provider which serves, or may serve, the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments.*
- f. *be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs.*
- g. *comply with federal, state, and local statutes and regulations related to solid waste.*

No Impact

Solid Waste – Escondido Disposal, Inc. (EDI) currently provides solid waste removal service for the Escondido area. EDI also operates a solid waste transfer station at their Washington Avenue site where solid waste is consolidated into larger transfer trucks and taken to a class III landfill for disposal. Solid waste pick-up is available for the site and any future development.

Sewer Service – The City's Utilities Division indicated the proposed project would not impact services or capacity at the Hale Avenue Resource Recovery Facility (HARRF).

Water Service – The City's Utility Division indicated the proposed project would not impact existing water service to the site or result in an increase in demand.

Drainage Facilities – See analysis contained within Water Section No. IV.

MANDATORY FINDINGS OF SIGNIFICANCE

The project is not expected to have any significant impacts, either long-term, nor will it cause substantial adverse effects on human beings, either directly or indirectly. The project will not degrade the quality of the environment for plant or animal communities since the project will not cause fish and wildlife populations to drop below self-sustaining levels nor reduce the number or restrict the range of endangered plants or animals. The project will not materially degrade levels of service of the adjacent streets, intersection or utilities, nor have a significant impact on the City's Quality of Life Standards. Therefore, in staff's opinion, the proposed project would not have a significant individual or cumulative impact to the environment.

Materials Use in Preparation of this Analysis

Escondido General Plan Update and Environmental Impact Report (Escondido 2012)

Escondido Zoning Code and Land Use Maps

SANDAG Summary of Trip Generation Rates

Escondido Historic Sites Survey

City of Escondido

Public Works Department

Engineering Division

Traffic Division

Building Division

Fire Department

Police Department

Planning Division

FIRM maps (Flood Insurance Rate Maps)

Draft MHCP maps (Multiple Habitat Conservation Program)

County of San Diego Health Department, Hazardous Material Management Division (HMMD) Hazardous Sites List.

Escondido Drainage Master Plan (1995).

Escondido Water Master Plan (2000)

Escondido Wastewater Collection System Master Plan Update (Nov. 2005) and Wastewater Treatment and Disposal Facilities Capacity Study, Dec. 2006.

California Department of Conservation (CDC) 2008 Farmland Mapping and Monitoring Program (FMMP)

The California Air Pollution Control Officers Association (CAPCOA) guide to addressing greenhouse gas (GHG) emissions from projects subject to the California Environmental Quality Act (CEQA) 2008.

City of Escondido Climate Action Plan (2012)

Final Environmental Impact Report (EIR) for the Escondido General Plan Update and Climate Action Plan (2012)

California State University San Marcos Mangrum Track Lighting and Cell Tower Project Final Initial Study/Mitigated Negative Declaration (2014) Prepared by: HELIX Environmental Planning, Inc. 7578 El Cajon Boulevard, Suite 200 La Mesa, CA 91942 (State Clearinghouse No. 2014041053)

Environmental Impact Report for the proposed Herbert Hoover High School Athletic Facilities Upgrades Project (2013) Prepared by: BRG Consulting, Inc. 304 Ivy Street San Diego, CA 92101 (SCH #2010101041)



Environmental Checklist Form (Initial Study Part II – Draft)

1. Project title and case file number: ENV 14-0006 Jesmond Dene Park Lighting Project
2. Lead agency name and address: City of Escondido, 201 N. Broadway, Escondido, CA 92025
3. Lead agency contact person name, title, phone number and email: Jay Paul, Associate Planner (760) 839-4537 jpaul@ci.escondido.ca.us
4. Project location: Jesmond Dene Community Park generally is located on the southwestern corner of North Broadway and Jesmond Dene Road, addressed as 2401 N. Broadway (APNs 187-310-09 and 224-290-09).
5. Project applicant's name, address, phone number and email: Same as Lead Agency, City of Escondido
6. General Plan Designation: Public (P)
7. Zoning: Open Space-Public Land/Park (OS-P)
8. Description of project: (Describe the whole action involved, including, but not limited to, later phases of the project and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)
The proposed project involves the installation and operation of two 60-foot-tall light poles and two 50-foot-tall light poles around the perimeter of a baseball field at Jesmond Dene Park. Three light fixtures would be mounted to each pole utilizing 1,500-watt Musco metal halide (MH) lamps equipped with Light-Structure Green (LSG) visors. Dual light fixtures also would be attached to the two infield light poles (90 watt LPS dark sky compliant) to provide security lighting and to light adjacent walkways, bleachers and the fenced team (dugout) areas. The light poles would be similar to the existing light poles located around the other two baseball fields at the park. The proposed project would not introduce new uses to the project site, rather the installation of the lights would allow for the extended use of the ball field by existing uses. A small approximately 22 SF (4' x 5.5') expansion to the exiting electrical room adjacent to the concession stand also is proposed along with trenching to install electrical service to the new lights.
9. Surrounding land uses and setting (briefly describe the project's surroundings):
The General Plan land-use designation for the park is Public (P) land. The 35-acre park consists of approximately 16 developed acres including two lighted baseball fields; one unlighted baseball field; concession stand; picnic tables and benches; hiking trails; tot lot/playground; open turf area; restrooms and paved parking areas. In general the area is characterized as suburban and estate residential, with pockets of undeveloped/undeveloped and native habitat. Land to the west and southwest is more semi-rural in nature, generally situated within the County jurisdiction. More suburban development is located to the north, east and southeast within the City of Escondido. A city golf course is located north of Jesmond Dene Road and on the eastern side of North Broadway across from the park.
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement).
N/A

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below potentially would be affected by this project involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|--|---|
| ☐ Aesthetics | ☐ Agricultural Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Geology and Soils |
| ☐ Greenhouse Gas Emissions | ☐ Hazards & Hazardous Materials | ☐ Hydrology/Water Quality |
| ☐ Land Use/Planning | ☐ Mineral Resources | ☐ Noise |
| ☐ Population/Housing | ☐ Public Services | ☐ Recreation |
| ☐ Transportation/Traffic | ☐ Utilities/Service Systems | ☐ Mandatory Findings of Significance |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- ☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION shall be prepared.
- ☐ I find that, although the proposed project might have a significant effect on the environment, there would not be a significant effect in this case because revisions in the project have been made, or agreed to, by the project proponent. A MITIGATED NEGATIVE DECLARATION shall be prepared.
- ☐ I find that the proposed project might have a significant effect on the environment and/or deficiencies exist relative to the City's General Plan Quality of Life Standards, and the extent of the deficiency exceeds the levels identified in the City's Environmental Quality Regulations pursuant to Zoning Code Article 47, Section 33-924 (b), and an ENVIRONMENTAL IMPACT REPORT shall be required.
- ☐ I find that the proposed project might have a "potentially significant impact" or "potentially significant unless mitigated impact" on the environment, but at least one effect: a.) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and b.) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT shall be required, but it shall analyze only the effects that remain to be addressed.
- ☐ I find that, although the proposed project might have a significant effect on the environment, no further documentation is necessary because all potentially significant effects: (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project.

Signature

Jay Paul, Associate Planner

Printed Name and Title

August 14, 2014

Date

ENV14-0006 (Jesmond Dene Park Lighting Project)

EVALUATION OF ENVIRONMENTAL IMPACTS:

1. This section evaluates the potential environmental effects of the proposed project, generally using the environmental checklist from the State CEQA Guidelines as amended and the City of Escondido Environmental Quality Regulations (Zoning Code Article 47). A brief explanation in the Environmental Checklist Supplemental Comments is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. All answers must take into account the whole action involved, including off-site, on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts and mitigation measures. Once the lead agency has determined that a particular physical impact might occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. The definitions of the response column headings include the following:
 - A. "Potentially Significant Impact" applies if there is substantial evidence that an effect might be significant. If there are one or more "Potentially Significant Impact" entries once the determination is made, an EIR shall be required.
 - B. "Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 2 below, "Earlier Analyses," may be cross-referenced). Measures incorporated as part of the Project Description that reduce impacts to a "Less than Significant" level shall be considered mitigation.
 - C. "Less Than Significant Impact" applies where the project creates no significant impacts, only less than significant impacts.
 - D. "No Impact" applies where a project does not create an impact in that category. "No Impact" answers do not require an explanation if they are adequately supported by the information sources cited by the lead agency which show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. Earlier Analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or Negative Declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - A. Earlier Analysis Used. Identify and state where it is available for review.
 - B. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of an adequately analyzed earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - C. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
3. Lead agencies are encouraged to incorporate references to information sources for potential impacts into the checklist (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
4. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
5. The explanation of each issue should identify the significance of criteria or threshold, if any, used to evaluate each question, as well as the mitigation measure identified, if any, to reduce the impact to less than significant.

ISSUES:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. <u>AESTHETICS.</u> Would the project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☒	☐
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐
II. <u>AGRICULTURAL RESOURCES.</u> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency or (for annexations only) as defined by the adopted policies of the Local Agency Formation Commission, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?	☐	☐	☐	☒
III. <u>AIR QUALITY.</u> Where applicable, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☒	☐
d. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
e. Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐

IV. BIOLOGICAL RESOURCES: Would the project:

a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e. Conflict with any local policies or ordinances protecting biological resources such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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V. **CULTURAL RESOURCES.** Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? | ☐ | ☐ | ☐ | ☒ |
| b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | ☐ | ☐ | ☐ | ☒ |
| c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | ☐ | ☐ | ☐ | ☒ |
| d. Disturb any human remains, including those interred outside of formal cemeteries? | ☐ | ☐ | ☐ | ☒ |

VI. **GEOLOGY AND SOILS.** Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Expose people or structures to potentially substantial adverse effects, including the risk of loss, injury, or death involving: | | | | |
| i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | ☐ | ☐ | ☐ | ☒ |
| ii. Strong seismic ground shaking? | ☐ | ☐ | ☐ | ☒ |
| iii. Seismic-related ground failure, including liquefaction? | ☐ | ☐ | ☐ | ☒ |
| iv. Landslides? | ☐ | ☐ | ☐ | ☒ |
| b. Result in substantial soil erosion or the loss of topsoil? | ☐ | ☐ | ☐ | ☒ |
| c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | ☐ | ☐ | ☐ | ☒ |

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
VII. <u>GREENHOUSE GAS EMISSIONS.</u> Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gasses?	☐	☐	☐	☒
VIII. <u>HAZARDS AND HAZARDOUS MATERIALS.</u> Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. For a project located within an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
g. Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

IX. **HYDROLOGY AND WATER QUALITY.** Would the project:

a. Violate any water quality standards or waste discharge requirements, including but not limited to increasing pollutant discharges to receiving waters (Consider temperature, dissolved oxygen, turbidity and other typical storm water pollutants)?	☐	☐	☒	☐
b. Have potentially significant adverse impacts on ground water quality, including but not limited to, substantially depleting groundwater supplies or substantially interfering with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river in a manner which would result in substantial/increased erosion or siltation on- or off-site?	☐	☐	☐	☒
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site and/or significant adverse environmental impacts?	☐	☐	☐	☒
e. Cause significant alteration of receiving water quality during or following construction?	☐	☐	☐	☒
f. Cause an increase of impervious surfaces and associated run-off?	☐	☐	☒	☐
g. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
h. Cause potentially significant adverse impact on ground water quality?	☐	☐	☐	☒
i. Cause or contribute to an exceedance of applicable surface or ground water receiving water quality objectives or degradation of beneficial uses?	☐	☐	☐	☒
j. Is the project tributary to an already impaired water body, as listed on the Clean Water Act Section 303(d) list? If so, can it result in an increase in any pollutant for which the water body is already impaired?	☐	☐	☐	☒
k. Create or exacerbate already existing environmentally sensitive areas?	☐	☐	☐	☒
l. Create potentially significant environmental impact on surface water quality, to either marine, fresh, or wetland waters?	☐	☐	☐	☒
m. Impact aquatic, wetland or riparian habitat?	☐	☐	☐	☒
n. Otherwise substantially degrade water quality?	☐	☐	☐	☒
o. Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
p. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☒
q. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
r. Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒
X. <u>LAND USE PLANNING.</u> Would the project:				
a. Physically divide an established community?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. Conflict with any applicable land-use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒
XI. <u>MINERAL RESOURCES.</u> Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land-use plan?	☐	☐	☐	☒
XII. <u>NOISE.</u> Would the project result in:				
a. Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b. Exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
e. For a project located within an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. <u>POPULATION AND HOUSING.</u> Would the project:				
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
XIV. <u>PUBLIC SERVICES.</u> Would the project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	☐	☒
ii. Police protection?	☐	☐	☐	☒
iii. Schools?	☐	☐	☐	☒
iv. Parks?	☐	☐	☐	☒
v. Other public facilities?	☐	☐	☐	☒
XV. <u>RECREATION.</u> Would the project:				
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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XVI. TRANSPORTATION/TRAFFIC. Would the project:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths and mass transit? | ☐ | ☐ | ☒ | ☐ |
| b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? | ☐ | ☐ | ☐ | ☒ |
| c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? | ☐ | ☐ | ☐ | ☒ |
| d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | ☐ | ☐ | ☐ | ☒ |
| e. Result in inadequate emergency access? | ☐ | ☐ | ☐ | ☒ |
| f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? | ☐ | ☐ | ☐ | ☒ |

XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? | ☐ | ☐ | ☐ | ☒ |
| b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | ☐ | ☐ | ☐ | ☒ |
| c. Require, or result in, the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | ☐ | ☐ | ☐ | ☒ |

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☒
e. Result in a determination by the wastewater treatment provider which serves, or may serve, the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒
g. Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☒

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE. Would the project:

a. Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number, or restrict the range, of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐
c. Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐
d. Where deficiencies exist relative to the City's General Plan Quality of Life Standards, does the project result in deficiencies that exceed the levels identified in the Environmental Quality Regulations {Zoning Code Section 33-924 (a) }?	☐	☐	☐	☒

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. 2014-149

File No. ENV14-0006

Ord No. _____

Agenda Item No.: 14

Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Adoption of a Negative Declaration for the Jesmond Dene Park Lighting Project (ENV14-0006)

STAFF RECOMMENDATION:

It is requested that Council approve Resolution No. 2014-149 adopting a Negative Declaration prepared for the Jesmond Dene Park Lighting Project.

PROJECT DESCRIPTION:

The proposed project involves the installation and operation of two 60-foot-tall light poles and two 50-foot-tall light poles around the perimeter of an existing unlit baseball field at Jesmond Dene Park. Three light fixtures would be mounted to each pole utilizing 1,500-watt Musco metal halide (MH) lamps equipped with Light-Structure Green (LSG) visors. Dual light fixtures also would be attached to the two infield light poles (90 watt LPS dark sky compliant) to provide security lighting and to light adjacent walkways, bleachers and the fenced team (dugout) areas. The light poles would be similar to the existing light poles located around the other two baseball fields at the park. The proposed project would not introduce new uses to the project site, rather the installation of the lights would allow for the extended use of the ball field by existing uses. A small approximately 22 SF (4' x 5.5') expansion to the existing electrical room adjacent to the concession stand also is proposed along with trenching to install electrical service to the new lights.

PROJECT LOCATION

The 35-acre Jesmond Dene Community Park consists of approximately 16 developed acres and generally is located on the southwestern corner of North Broadway and Jesmond Dene Road, addressed as 2401 N. Broadway (APNs 187-310-09 and 224-290-09).

BACKGROUND:

Jesmond Dene Park contains three baseball fields, two of which are lighted. The absence of field lighting on the third baseball field prevents the use of the facility from occurring in the evening hours. The three ball fields currently are used by the American Little League, with the older players using the two lighted fields, and the younger players using the unlighted field. The fields generally are used for little league year round with a small break during the summer. Their busiest time runs from February to June for the spring season. Games typically are completed around 9:00 p.m. to 9:30 p.m. with no game later than 10:00 pm. The lights may

stay on up to 10:30 to allow for all users to safely leave the park and for coaches or maintenance personnel to clean up after the games.

FISCAL ANALYSIS:

The City Council previously approved the use of Park Development Funds to install new ball field lights at the park. The total cost to implement the proposed project is \$200,000.

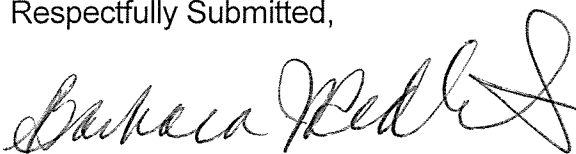
ENVIRONMENTAL REVIEW:

A Draft Negative Declaration (ND) was prepared and issued for the project in accordance with the California Environmental Quality Act (CEQA). A Negative Declaration is prepared when the project would not have a significant impact to the environment because there is no substantial evidence in the record to indicate project related impacts are potentially significant. Staff received only one phone call from a concerned resident (Judy Hardy) who lives on Jesmond Dene Road regarding the location of the lights and whether they would affect their residence. The proposed location, height and design of the lights would not have a significant impact to adjacent residences because the proposed light pole locations and the orientation of fixtures have been designed to minimize potential light spillover beyond the perimeter of the playing field. The proposed Light-Structure Green lighting design would include light fixtures with state-of-the-art glare shield protection to reduce the amount of outward spill light. Illumination levels from the proposed lights would drop off significantly beyond the field boundary down to approximately 0.1 foot candle (fc) between 150 feet to 200 feet from the outfield fence, and then down to 0.0 beyond that. The nearest single-family home is situated along the southern boundary of the park approximately 200 feet from the outfield fence. The projected lighting level at this residence is between 0.0 fc to 0.1 fc, which is similar to bright moonlight. It is anticipated that light levels would be further reduced by the existing landscaping (mature tree canopies) that are situated around the outfield area of the project. Due to the distance of any other residential uses, lighting spillover is not considered to be an issue.

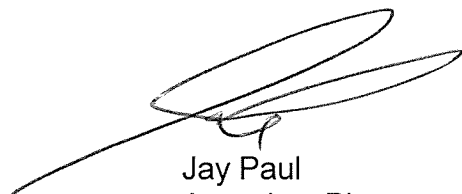
SUMMARY:

Installation of lighting around the third baseball field at Jesmond Dene Park is a 2013-2014 Council Action Plan Item (Neighborhood Improvement). The project has been designed and gone out to bid, with a tentative date of October 22, 2014 for the City Council to award the contract. The project is anticipated to begin construction in November 2014 with an anticipated completion date of February 2015.

Respectfully Submitted,



Barbara J. Redlitz
Director of Community Development



Jay Paul
Associate Planner

NEGATIVE DECLARATION

(Final)

FOR THE JESMOND DENE PARK BALLFIELD LIGHTING PROJECT

(City File No. ENV14-0006)

ENVIRONMENTAL CHECKLIST SUPPLEMENTAL COMMENTS

An Initial Study Environmental Checklist was prepared for this project and is included as a separate attachment to this Negative Declaration (ND). The information contained in the Initial Study and the ND Supplemental Comments will be used by the City of Escondido to determine potential impacts associated with the proposed project.

INTRODUCTION

This Negative Declaration assesses the environmental effects of the proposed Jesmond Dene Park Lighting Project generally located on the western side of North Broadway, south of Jesmond Dene Road, addressed as 2401 N. Broadway.

As mandated by CEQA Guidelines Section 15105, affected public agencies and the interested public may submit comments on the **Negative Declaration** in writing before the end of the **20-day** public review period starting on **August 15, 2014**, and ending on **September 3, 2014**. Written comments on the Negative Declaration should be submitted to the following address by **5:00 p.m., September 03, 2014**. Following the close of the public comment review period, the City of Escondido will consider this Mitigated Negative Declaration and any received comments in determining the approval of this project.

City of Escondido
Planning Division
201 North Broadway
Escondido, CA 92025-2798

Contact: Jay Petrek, Assistant Planning Director
Telephone: (760) 839-4671
Fax: (760) 839-4313
Email: jpetrek@escondido.org

A printed copy of this document and any associated plans and/or documents are available for review during normal operation hours for the duration of the public review period at the City of Escondido Planning Division at the address shown above, and also available on the City's website. The City of Escondido General Plan Update Final Environmental Impact Report (April 2012) is incorporated by reference.

PROJECT DESCRIPTION

The proposed project involves the installation and operation of two 60-foot-tall light poles and two 50-foot-tall light poles around the perimeter of an unlit baseball field at Jesmond Dene Park. Three light fixtures would be mounted to each pole utilizing 1,500-watt Musco metal halide (MH) lamps equipped with Light-Structure Green (LSG) visors. Dual light fixtures also would be attached to the two infield light poles (90 watt LPS dark sky compliant) to provide security lighting and to light adjacent walkways, bleachers and the fenced team (dugout) areas. The light poles would be similar to the existing light poles located around the other two baseball fields at the park. The proposed project would not introduce new uses to the project site, rather the installation of the lights would allow for the extended use of the ball field by existing uses. The proposed Light-Structure Green lighting design would include light fixtures with state-of-the-art glare shield protection and engineered light spillage technology to reduce the amount of outward spill light. The proposed fixtures would utilize a technology that provides, on average, a greater than 50 percent reduction in light spill and uses 40 percent less energy as compared to typical field lighting. A small approximately 22 SF (4' x 5.5') expansion to the exiting electrical room adjacent to the concession stand also is proposed along with trenching to install electrical service to the new lights.

Jesmond Dene Park contains three baseball fields, two of which are lighted. The absence of field lighting on the third baseball field prevents the use of the facility from occurring in the evening hours. The three ball fields currently are used by the American Little League, with the older players using the two lighted fields, and the younger players using the unlighted field. The fields generally are used for little league year round with a small break during the summer. The busiest time runs from February to June for the spring season. Evening games typically are completed around 9:00 p.m. to 9:30 p.m. with no game later than 10:00 pm. The lights may stay on up to 10:30 p.m. to allow for all users to safely leave the park, and for coaches or maintenance personnel to clean up after the games. The field lights are programed through MUSCO at www.control-link.com or by calling them, and generally only are on when the user/subscriber schedules them to be on. A select number of American Little League board members also have the ability to only turn on the field lights they primarily use. If practice or games end early, the user/subscriber can call into MUSCO to turn them off early, or vice versa.

PROJECT LOCATION AND ENVIRONMENTAL SETTING

Jesmond Dene Community Park generally is located on the southwestern corner of North Broadway and Jesmond Dene Road, addressed as 2401 N. Broadway (APNs 187-310-09 and 224-290-09) and is named after the community of Jesmond Dene. The 35-acre parking consists of approximately 16 developed acres including two lighted baseball fields; one unlighted baseball field; concession stand; picnic tables and benches; hiking trails; tot lot/playground; open turf area; restrooms and paved parking areas. A wireless communication facility also is located on one of the ball field lights. The park generally is open from dawn to dusk, except for the lighted fields which can operate up to 10:30 p.m. The American Little League uses the baseball fields during the baseball season. The local high schools also use the park for cross country events. A Master Plan was prepared in 1980 for the ultimate buildout of the park, which includes a range of active and passive uses, along with the preservation of existing native plant communities.

The park is bordered by North Broadway (Collector Road) on the east and Jesmond Dene Road (Local Collector Road) on the north. Access to the park is provided by a single driveway from North Broadway. Elevations throughout the park the range from approximately 742 to 925 feet above sea level with approximately 52 percent of the site relatively level (less than 5% slope). Steeper areas generally are located towards the southwestern (small hillside) and southern areas of the site. A natural drainage channel runs along the northern boundary of the property (along Jesmond Dene Road) and a portion of the Vista Flume crosses site the towards the western corner. Vegetation within the developed portions of the park generally consists of turf grasses and mature trees. Native vegetation/scrub generally is located within the steeper areas of the site and within the western portion of the property.

The General Plan land-use designation for the park is Public (P) land. In general, the surrounding area is characterized as suburban and estate residential, with pockets of undeveloped/undeveloped and native habitat. Land to the west and southwest is more semi-rural in nature, generally situated with the County jurisdiction. More suburban development is located to the north, east and southeast within the City of Escondido. Surrounding zoning and land uses are as follows:

North: A City-owned golf course (Reidy Creek) and pocket of native vegetation is located north of the park across Jesmond Dene Road. Estate residential development is located further to the northwest. Reidy Creek Elementary School is located north of the golf course.

South: Large rural-estate lots are located south of the site along with open space/natural habitat areas. North Broadway Elementary School is located further to the south at the intersection of N. Broadway and Rincon Avenue. A single-family residence is located along the southern boundary of the park and the subject ball field with access provided by an easement road from Broadway. Chain-link fencing separates the park from the adjacent home. The home is situated approximately 200 feet to the south of the outfield fence at a slightly higher elevation. Mature trees along the southern boundary of the park provide a visual buffer between the park and the home.

East: A city-owned golf course (Reidy Creek) is located east of the park across North Broadway. Single-family homes are located further northeast and southeast of the park across North Broadway.

West: Large estate lots and open space/natural areas are located west of the park, with some limited agricultural uses (groves).

Responsibility Agency Permit Approvals

The applicant would be required to comply with the NPDES General Permit for Storm Water Discharges Associated with Construction of land Disturbance Activities (SWRCB Order No. 2009-0009-DWQ, NPDES No. CA2000002), as well as related City requirements for storm water/erosion control.

Anticipated Public Hearings

A public hearing is not required for the approval of the proposed lighting project. A Final Negative Declaration would be required to be adopted by the Escondido City Council, and the item is tentative scheduled for Council consideration at the September 24, 2014 meeting.



CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

FILED
Ernest J. Dronenburg, Jr., Recorder County Clerk

AUG 19 2014
BY *J. Muro*
DEPUTY

NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION

CASE NO.: ENV 14-0006 "Jesmond Dene Park Lighting Project"

DATE ISSUED: August 14, 2014

PUBLIC REVIEW PERIOD: August 15, 2014 – September 3, 2014

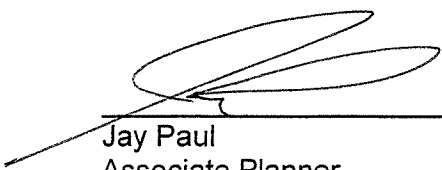
LOCATION: Jesmond Dene Park is located on the southwestern corner of North Broadway and Jesmond Dene Road, addressed as 2401 N. Broadway (APNs 187-310-09 and 224-290-09).

PROJECT DESCRIPTION: The City of Escondido is proposing to install two 60-foot-tall light poles and two 50-foot-tall light poles along the perimeter of a baseball field at Jesmond Dene Park. Each of the light poles would be mounted three light fixtures utilizing 1,500-watt Musco metal halide (MH) lamps and equipped with Light-Structure Green (LSG) visors. Jesmond Dene Park contains three baseball fields, two of which are lighted. The proposed field lighting would allow existing uses of the baseball field to extend into the evening hours, similar to the two other lighted fields at the park.

APPLICANT: City of Escondido

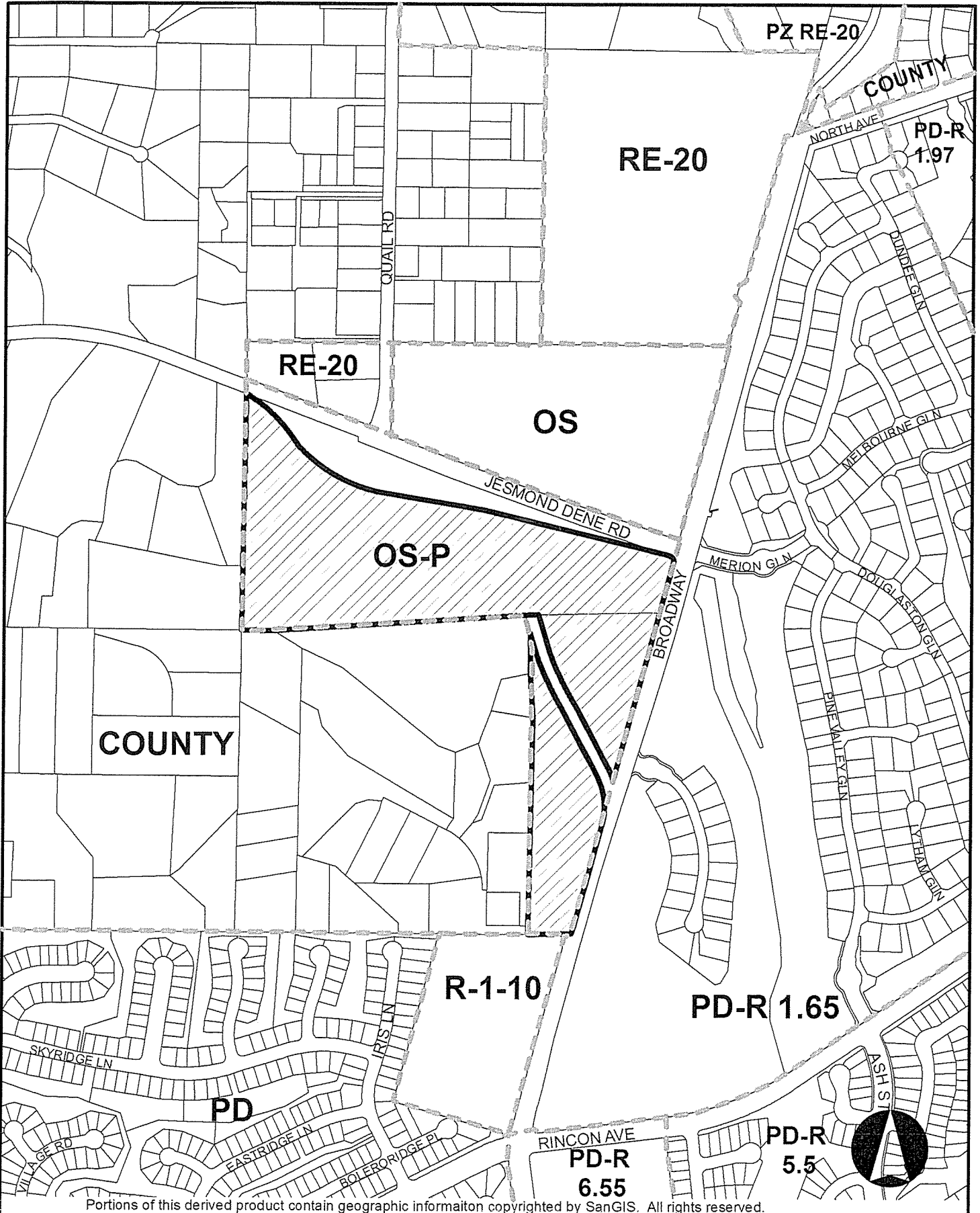
An Initial Study has been prepared to assess this project as required by the California Environmental Quality Act and Guidelines, Ordinances and Regulations of the City of Escondido. The Initial Study and Draft Negative Declaration are on file in the City of Escondido Planning Division can be viewed on the City of Escondido web Site at: <http://www.escondido.org/planning.aspx>.

Findings: The findings of this review are that the project will not have a significant impact to the environment because there is no substantial evidence in the record to indicate project related impacts are potentially significant.

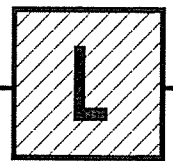

Jay Paul
Associate Planner

FILED IN THE OFFICE OF THE COUNTY CLERK

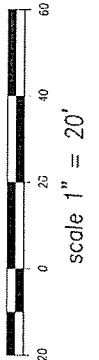
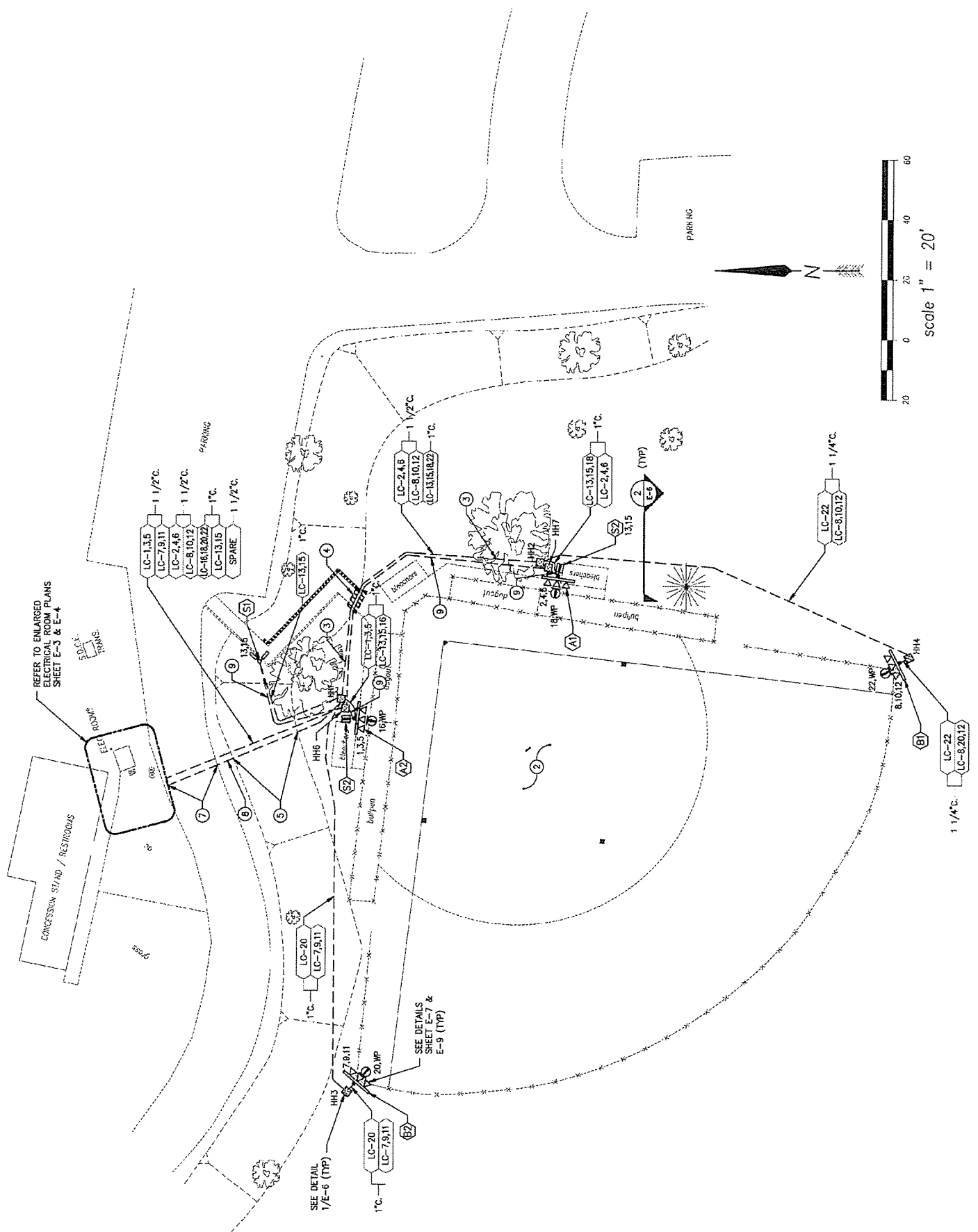
San Diego County on AUG 19 2014
Posted AUG 19 2014 Removed
Returned to agency on
Deputy *J. Muro*



PROPOSED PROJECT
ENV 14-0006

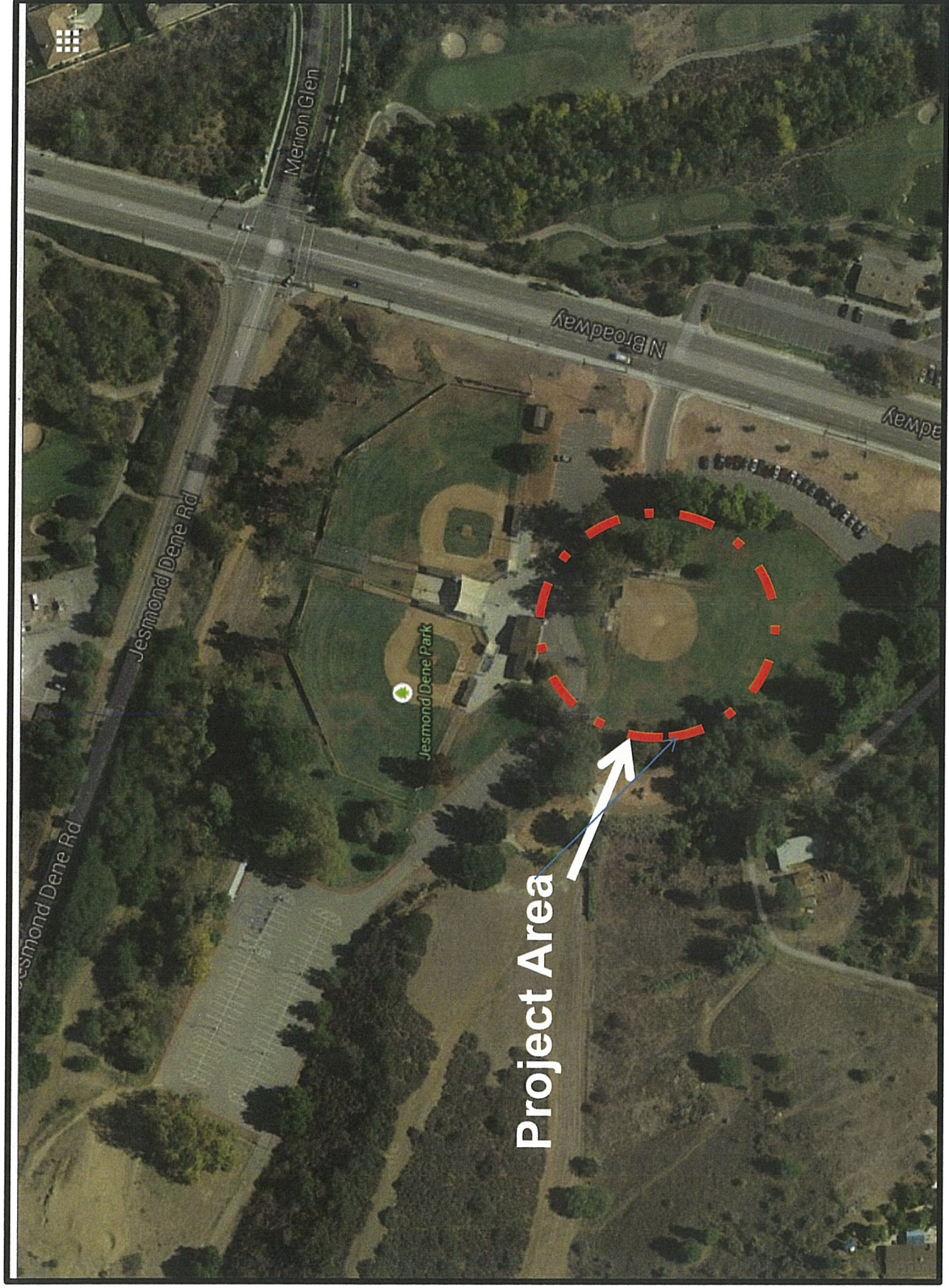


LOCATION/ZONING



PROPOSED PROJECT ENV 14-0006





Jesmond Dene Park

Musco Light Structure Green

A complete sports-lighting system designed and manufactured from foundation to poletop in 5 Easy Pieces™.

Unequaled performance . . . for your budget, for the environment.

- Cuts operating costs in half
- Reduces spill light by 50%
- Includes system monitoring and remote on/off control
- Provides guaranteed Constant Light™

5 Easy Pieces™

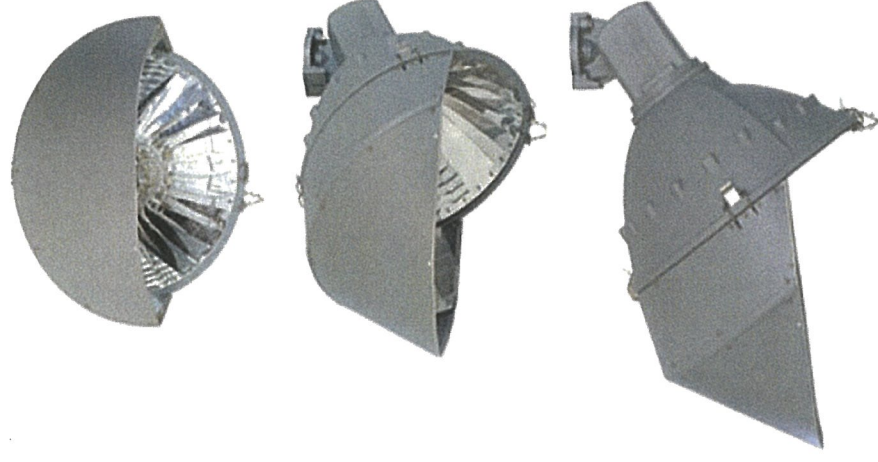
- Complete system from foundation-to-poletop
- Factory wired, aimed and tested
- Fast, trouble-free installation
- Comprehensive corrosion package

Warranty

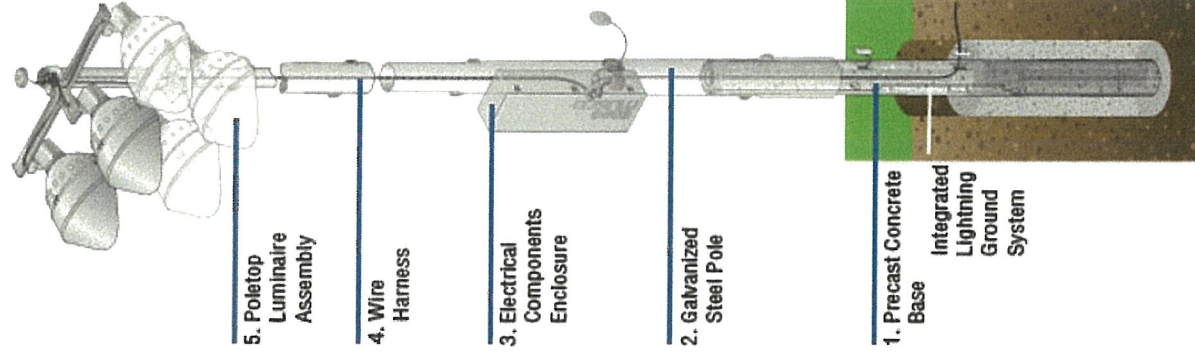
Musco's Constant 25™ — 25-year product assurance and warranty program.

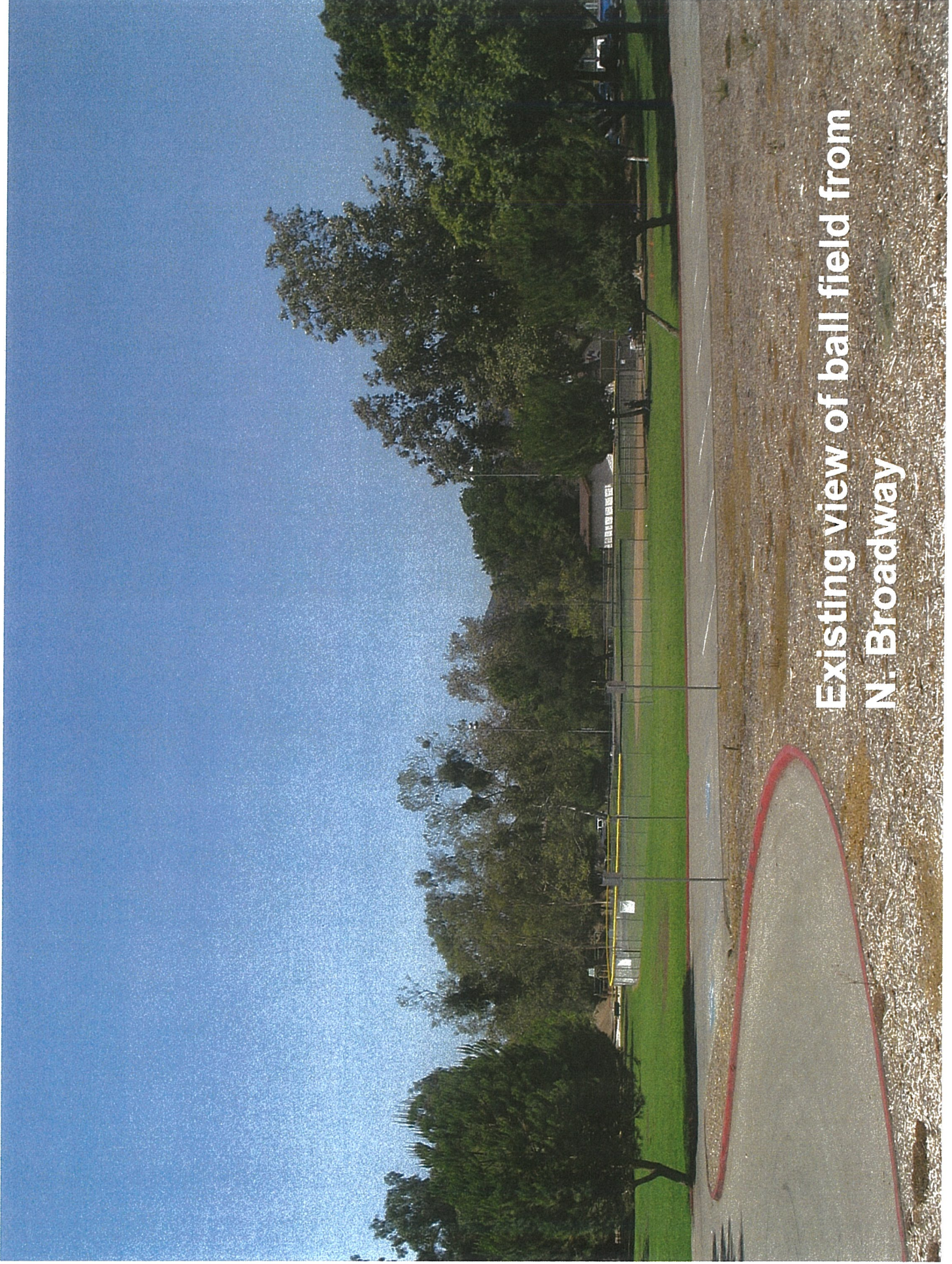
Provides 25 years of trouble-free lighting equipment operation, including parts, labor, and group lamp replacement.

[Request More Information](#)



Innovative photometric improvements of the luminaire result in substantially more efficient light control.





Existing view of ball field from
N. Broadway

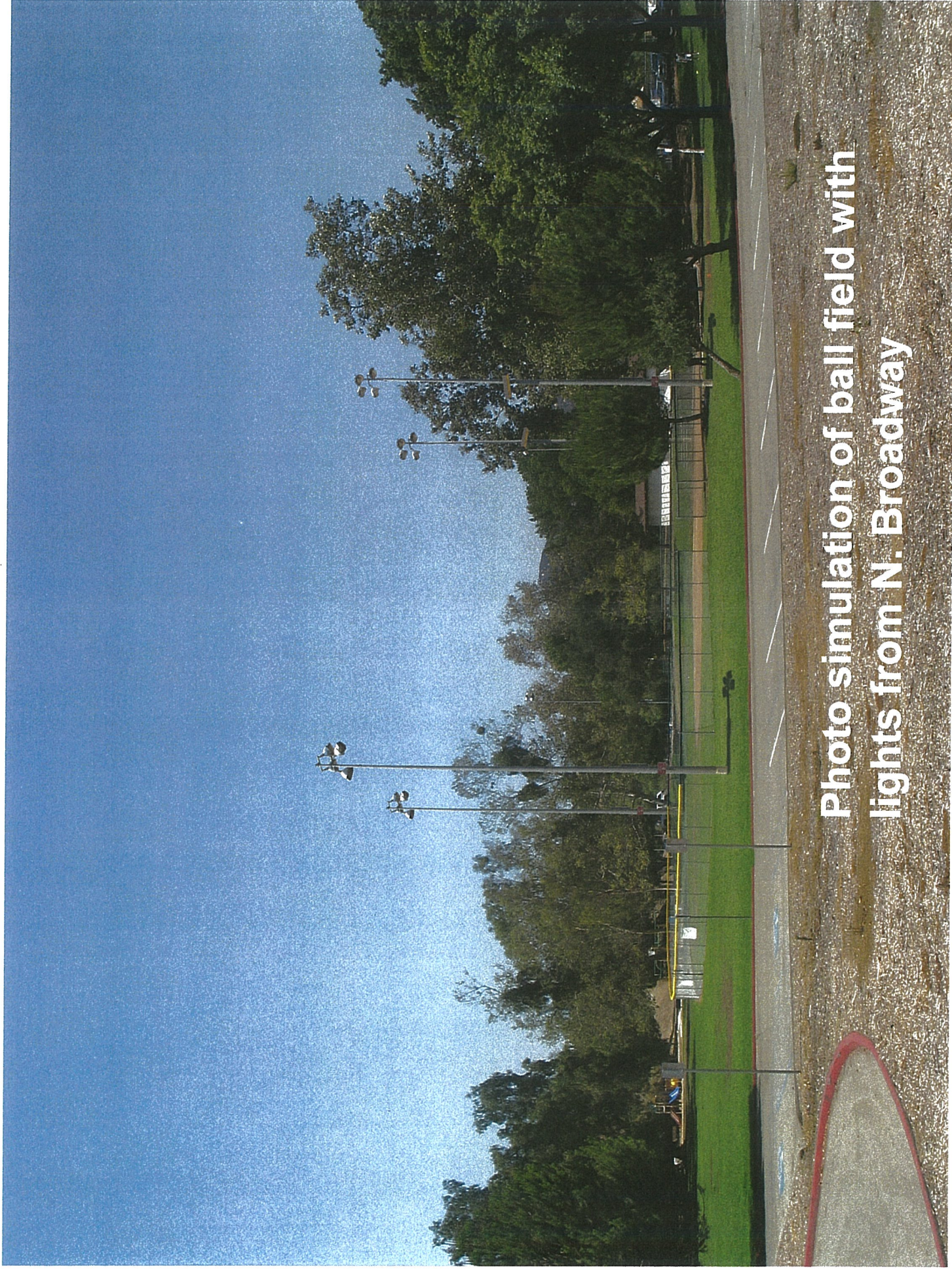
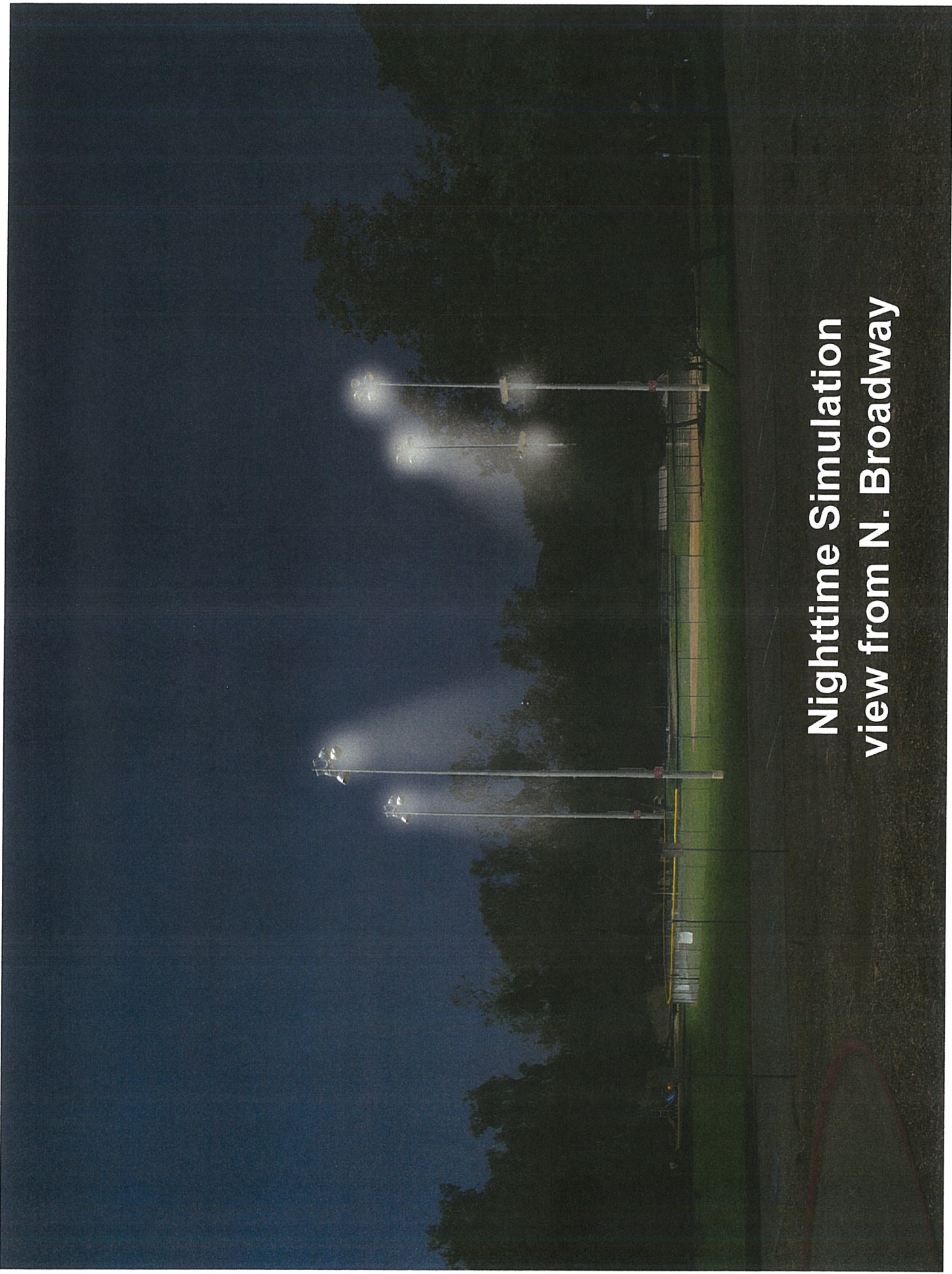


Photo simulation of ball field with
lights from N. Broadway



**Nighttime Simulation
view from N. Broadway**

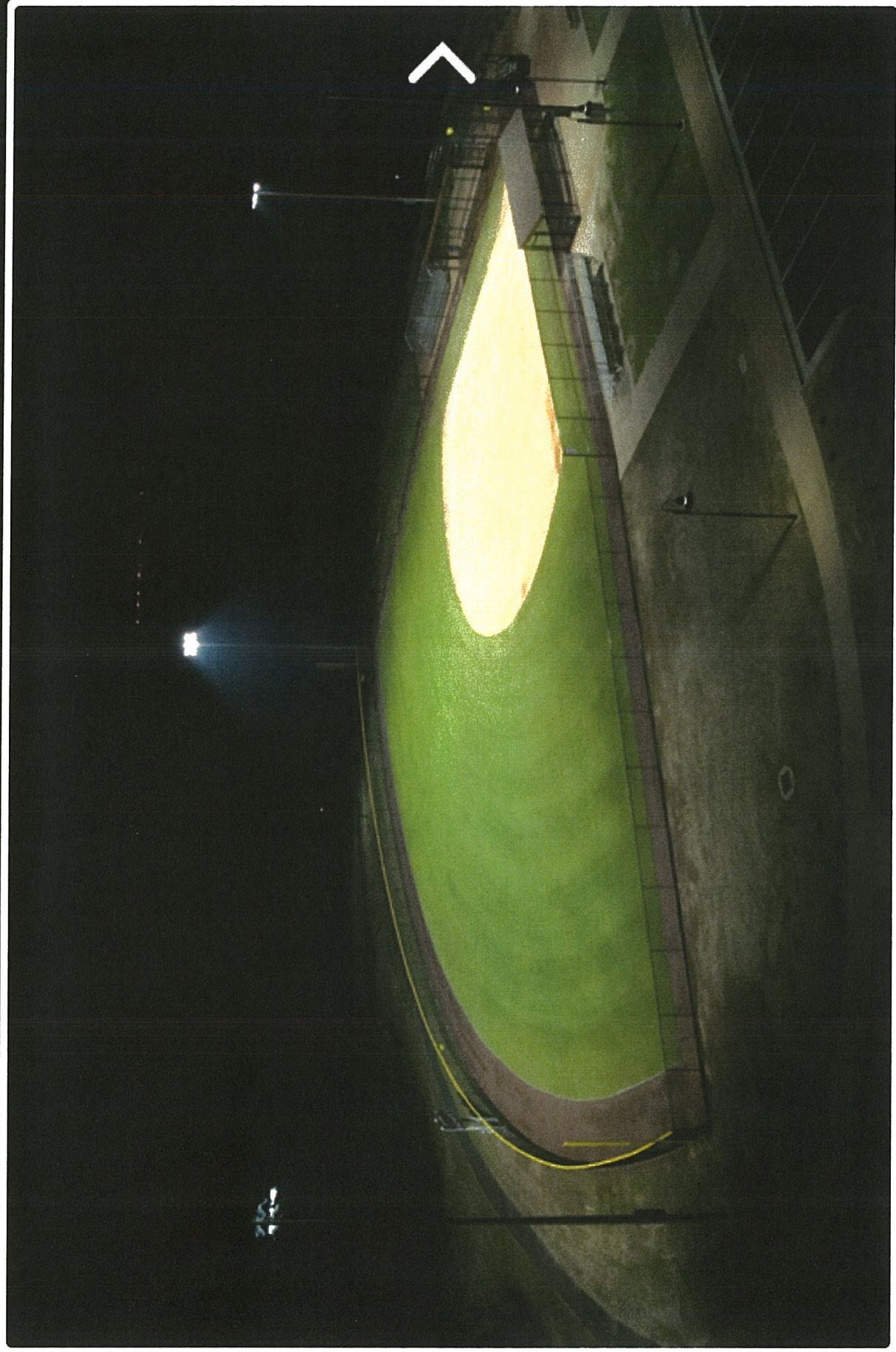


Photo simulation of similar ball field demonstrating spill light
York County Sports Complex – MUSCO exhibit





MY PROJECT

Name: Jesmond Dene Park Field 3
Location: Escondido, CA

EQUIPMENT LAYOUT

INCLUDES:

Field 3

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires		
					LAMP TYPE	QTY / POLE	
2	A1-A2	50'	-	50'	1500W MZ	3	
2	B1-B2	60'	-	60'	1500W MZ	3	
4	TOTALS					12	

SINGLE LUMINAIRE AMPERAGE DRAW CHART

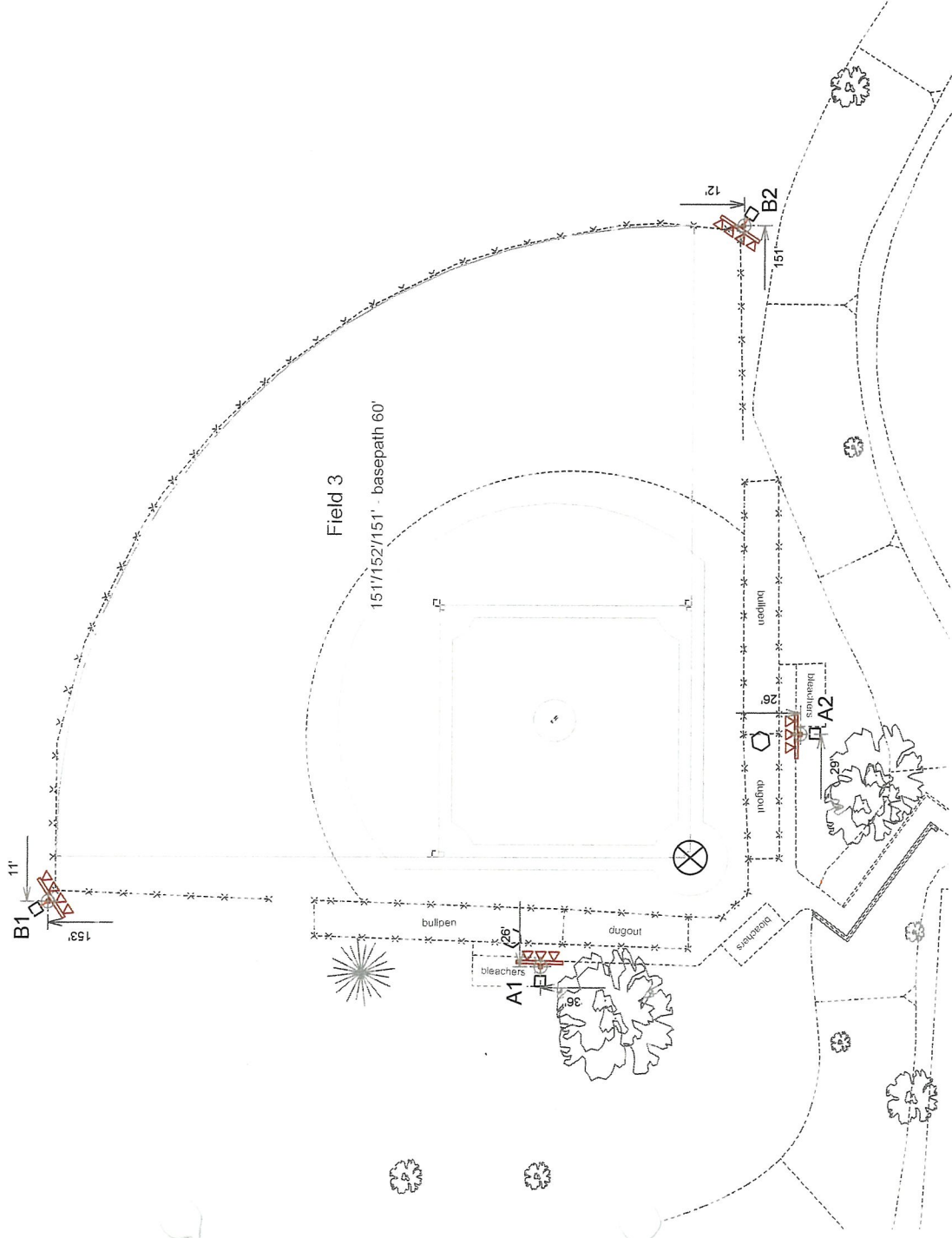
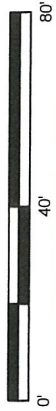
Ballast Specifications (90 min power factor)	Line Amperage Per Luminaire (max draw)					
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)
Single Phase Voltage	208	220	240	277	347	380
1500 watt MZ	8.6	8.3	7.5	6.5	5.1	4.7

ENGINEERED DESIGN

By: Joel Stout
File # / Date: 159648-B

Pole location(s) dimensions are relative to 0.0 reference point(s)

SCALE IN FEET 1 : 40



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EQUIPMENT LAYOUT

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires			
					LAMP TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1-A2	50'	-	50'	1500W MZ	3	3	0
2	B1-B2	60'	-	60'	1500W MZ	3	3	0
4	TOTALS					12	12	0



MY PROJECT

Name: Jesmond Dene Park Field 3
Location: Escondido, CA

GRID SUMMARY

Name: Blanket Grid
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY HORIZONTAL FOOTCANDLES

Scan Average: 4.3
Maximum: 61
Minimum: 0
Avg / Min: 557.49

Max / Min: 8009.80
UG (adjacent pts): 4.94
CU: 0.86

No. of Points: 806

LUMINAIRE INFORMATION

Luminaire Type: Green Generation
Rated Lamp Life: 5,000 hours
Design Lumens: 134,000
Avg Lamp Tilt Factor: 1.000
No. of Luminaires: 12

Avg KW: 18.77 (20.4 max)

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

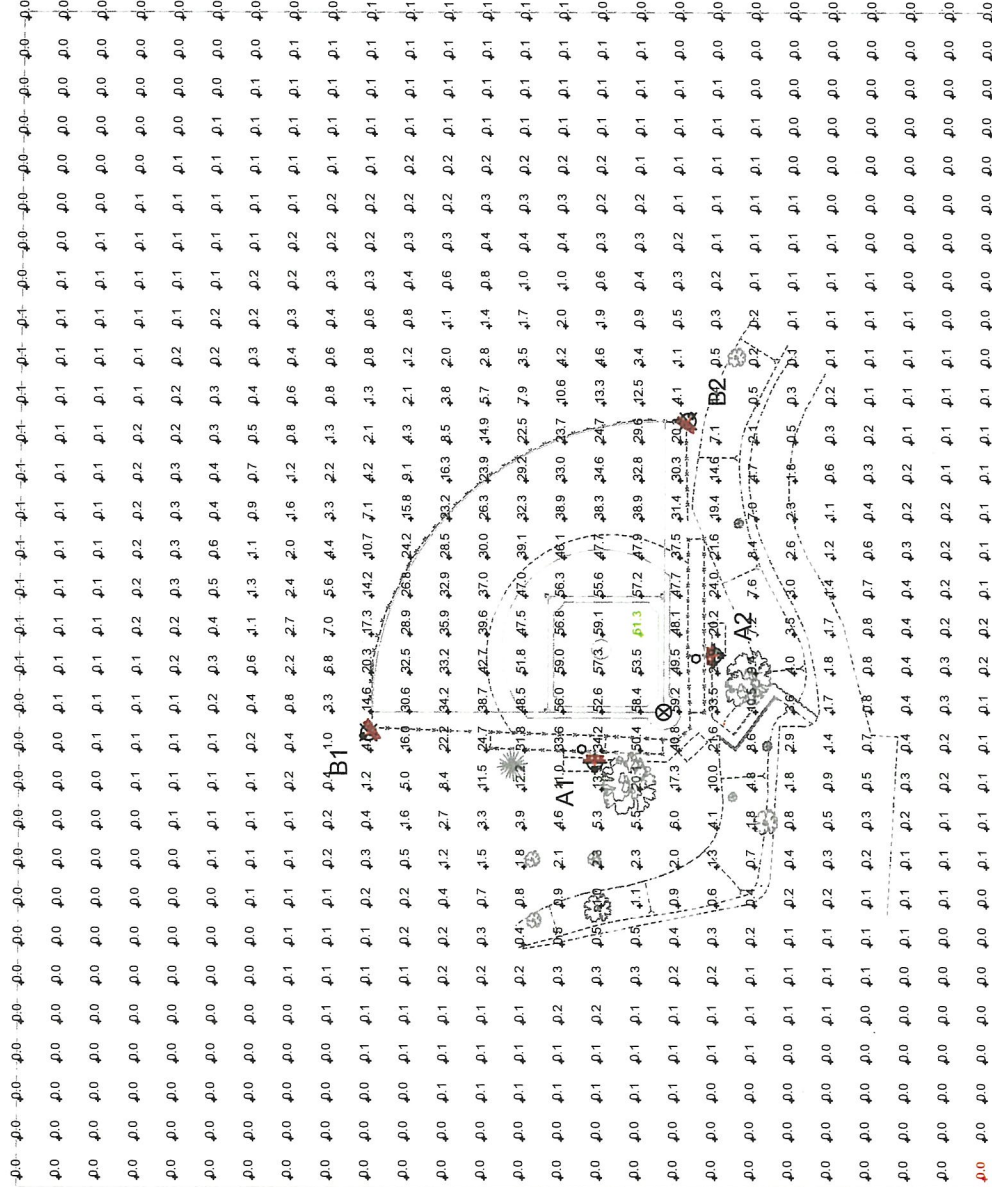
Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

By: Joel Stout
File # / Date: 159648-B
05-May-14

Pole location(s) ↗ dimensions are relative to 0.0 reference point(s) ○

SCALE IN FEET 1 : 100



ILLUMINATION SUMMARY

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EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole		Luminaires		QTY / POLE	THIS GRID	OTHER GRIDS
		SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE			
2	A1-A2	50'	-	50'	1500W MZ	3	3	0
2	B1-B2	60'	-	60'	1500W MZ	3	3	0
4	TOTALS					12	12	0



MY PROJECT

Name: **Jesmond Dene Park Field 3**
 Location: Escondido, CA

GRID SUMMARY

Name: **Field 3**
 Size: 151' / 152' / 151' - basepath 60'
 Spacing: 20.0' x 20.0'
 Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY		HORIZONTAL FOOTCANDLES	
		Infield	Outfield
Guaranteed Average:		50	30
Scan Average:		52.5	33.2
Maximum:		61	44
Minimum:		42	26
Avg / Min:		1.26	1.26
Guaranteed Max / Min:		2	2.5
Max / Min:		1.47	1.67
UG (adjacent pts):		1.31	1.36
CU:		0.60	
No. of Points:		25	33
LUMINAIRE INFORMATION			
Luminaire Type:	Green Generation		
Rated Lamp Life:	5,000 hours		
Design Lumens:	134,000		
Avg Lamp Tilt Factor:	1.000		
No. of Luminaires:	12		
Avg KW:	18.77 (20.4 max)		

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

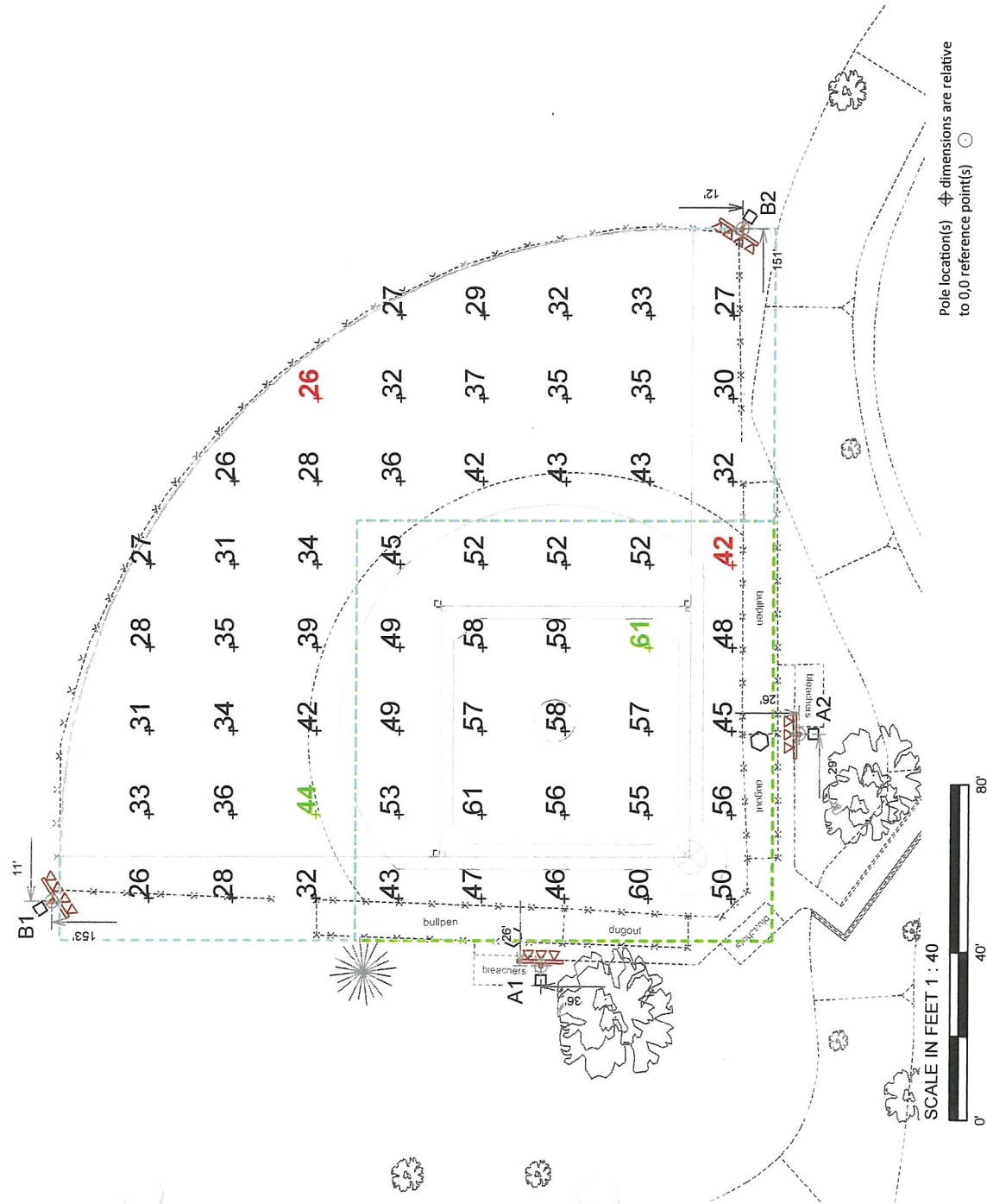
Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

By: **Joel Stout**
 File # / Date: 159648-B 05-May-14

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ILLUMINATION SUMMARY



RESOLUTION NO. 2014-149

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ADOPTING THE FINAL NEGATIVE
DECLARATION AND CEQA FINDINGS FOR
THE JESMOND DENE PARKING LIGHTING
PROGRAM

WHEREAS, the City proposes to install two 60-foot-tall light poles and two 50-foot-tall light poles around the perimeter of an existing unlit baseball field at Jesmond Dene Park. Three light fixtures would be mounted to each pole utilizing 1,500-watt Musco metal halide (MH) lamps equipped with Light-Structure Green (LSG) visors. Dual light fixtures also would be attached to the two infield light poles (90 watt LPS dark sky compliant) to provide security lighting and to light adjacent walkways, bleachers and the fenced team (dugout) areas; and

WHEREAS, the City Council of the City of Escondido as the lead agency under the California Environmental Quality Act ("CEQA") is responsible for adoption of the Negative Declaration; and

WHEREAS, a Negative Declaration (City File No. ENV14-0006) was prepared and issued to evaluate project impacts in accordance with the California Environmental Quality Act ("CEQA"); and

WHEREAS, the City Council of the City of Escondido did on September 24, 2014, hold a meeting to consider and adopt the Negative Declaration prepared for the project; and

WHEREAS, the City Council has reviewed and considered the Final Negative Declaration prepared for the project, and has determined that it adequately addresses all environmental issues associated with the project; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to adopt the Final Negative Declaration.

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 has considered the Negative Declaration together with all comments received during the public review process.
3. The findings of this review are that the project will not have a significant impact to the environment because there is no substantial evidence in the record to indicate project related impacts are potentially significant.
4. That upon consideration of the staff report (a copy of which is on file in the Office of the City Clerk), the findings and applicable law, the City Council adopts the Final Negative Declaration prepared for the Jesmond Dene Parking Lighting Project.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. 2014-148

File No. ENV14-0004

Ord No. _____

Agenda Item No.: 15

Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Adoption of a Mitigated Negative Declaration for the Lindley Reservoir Tank Replacement Project (ENV14-0004)

STAFF RECOMMENDATION:

It is requested that Council approve Resolution No. 2014-148 adopting a Mitigated Negative Declaration (MND) prepared for the Lindley Reservoir Tank Replacement Project. The Final MND can be viewed on the City's Web Site at:

https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/FinalISMNDLindleyTank_0814.pdf

PROJECT DESCRIPTION:

The proposed project includes the demolition and removal of the existing 2.0-million gallon (MG), above ground steel Lindley Reservoir Tank and construction of two, 1.5-MG, partially buried concrete replacement tanks along with related support equipment, pipelines, new on-site access roads and storm water/drainage improvements.

PROJECT LOCATION

The approximately 10.8-acre property is located along the northwestern side of Hubbard Avenue, west of the intersection of Hubbard Avenue and North Ash Street, south of Vista Avenue in an unincorporated area under the jurisdiction of the County of San Diego, addressed as 720 Hubbard Avenue (APNs 227-010-55 and -58).

BACKGROUND:

The existing 2.0-MG Lindley Reservoir water tank is undersized for current demand and a combined capacity of 3.0 MG is identified to provide adequate storage and distribution capacity for the area.

FISCAL ANALYSIS:

The cost to implement the proposed project is estimated at approximately \$5.2 million.

ENVIRONMENTAL REVIEW:

A Draft Negative Declaration (ND) was prepared and issued for the project in accordance with the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration is

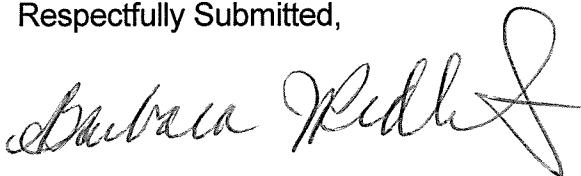
prepared when the Initial Study identifies project related impacts that might be potentially significant, but revisions in the project plans and/or mitigation measures would reduce identified impacts to less than a significant level. The findings of this review are that the Initial Study identified impacts related to the issues of biological resources, noise, and utilities/service systems that may be potentially significant, although associated mitigation measures would reduce these potential impacts to less-than-significant levels. All other project impacts studied were found to be less than significant. Staff received only one letter from the California Department of Fish and Wildlife during the 30-day public review period (attached). The Agency's comments/recommendations have been included in the Final MND and mitigation measures. Staff also received several phone calls during the public review period requesting clarification of issues or additional information regarding the project and potential impacts during the construction phases.

Project related environmental impacts obligate the city to perform various mitigation measures, which includes acquisition of suitable habitat credits at an approved mitigation bank. Because the site is located within the County's jurisdiction, a Habitat Loss Permit (HLP) must be obtained from the County to offset impacts to sage scrub habitat. The HLP currently is being processed by the County.

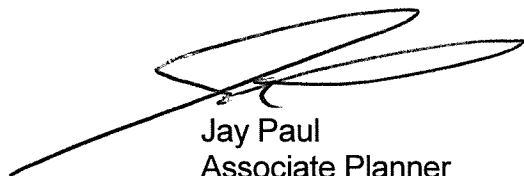
SUMMARY:

The project has been designed and would go out to bid upon completion of the environmental review process. Project construction is anticipated to take around 2.5 years and begin around mid- 2015 and be completed in late 2017 or early 2018. In order to maintain existing water service throughout the proposed project implementation process, the existing tank would not be taken out of service and removed until after at least one of the proposed new tanks is constructed and operational.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Barbara J. Redlitz", with a stylized flourish at the end.

Barbara J. Redlitz
Director of Community Development

A handwritten signature in black ink, appearing to read "Jay Paul", with a large, sweeping flourish.

Jay Paul
Associate Planner



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
South Coast Region
3883 Ruffin Road
San Diego, CA 92123
(858) 467-4201
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



July 31, 2014

Mr. Jay Paul
City of Escondido
Planning Division
201 North Broadway
Escondido, CA 92025-2798

**Subject: Comments on the Draft Mitigated Negative Declaration for the ENV 14-0004
Lindley Reservoir Tank Replacement Project, City of Escondido, County of San
Diego, CA (SCH# 20140710008)**

Dear Mr. Paul:

The California Department of Fish and Wildlife (Department) has reviewed the above-referenced draft Mitigated Negative Declaration (DMND) dated July 3, 2014 (and associated Biotechnical Letter Report, dated June 24, 2014) for the ENV 14-0004 Lindley Reservoir Tank Replacement Project (Project). The comments provided herein are based on information provided in the DMND, our knowledge of sensitive and declining vegetation communities in the County of San Diego (County), and our participation in regional conservation planning efforts. The Department is a Trustee Agency and a Responsible Agency pursuant to the California Environmental Quality Act (CEQA; §§ 15386 and 15281, respectively) and is responsible for ensuring appropriate conservation of the state's biological resources, including rare, threatened, and endangered plant and animal species, pursuant to the California Endangered Species Act (Fish and Game Code § 2050 et seq.) and other sections of the Fish and Game Code (1600 et seq.). The Department also administers the Natural Community Conservation Planning (NCCP) program. The City of Escondido (City) participates in the NCCP program through its draft Multiple Habitat Conservation Program (MHCP) Subarea Plan. However, the Project site is owned by the City and is located within the unincorporated County of San Diego and within the draft North County Multiple Species Conservation Program (NCMSCP) and outside of the Pre-Approved Mitigation Area (PAMA).

The Project site is entirely within the City's water service area and is located near the Hubbard Avenue/North Ash Street intersection. This DMND assesses the environmental effects of the proposed Project, involving the demolition and removal of the existing above ground 2.0-million gallon (MG) Lindley Reservoir Potable Water Tank, and construction of two partially buried 1.5-MG Lindley Reservoir replacement potable water tanks in the north-central portion of the City. The Project would encompass a number of related facilities/activities, including: (1) a separate, partially buried valve vault structure located just south of the tanks; (2) two short access road spurs extending from an existing on-site recycled water tank access road to the proposed tanks and the valve vault; (3) ancillary facilities such as on-site valves, pipelines, electrical equipment, and drainage structures (including a detention basin); (4) retaining walls and manufactured slopes; (5) resurfacing (AC overlay) on portions of the existing recycled water tank access road within the Project site; (6) installation of approximately 1,300 linear feet (lf) of subsurface pipeline between the valve vault and the off-site Hubbard Avenue/North Ash Street intersection, with the 1,000-lf off-site portion of the proposed pipeline located within Hubbard Avenue; (7) landscaping and related irrigation hardware; (8) two on-site parking stalls; and (9) security

Conserving California's Wildlife Since 1870

fencing and gates. The 3.56-acre Project is generally bound by Leslie Lane on the south, Hubbard Avenue on the east, and open space/residential uses on the west and north

The coastal sage scrub on-site is occupied by the federally-threatened coastal California gnatcatcher (*Polioptila californica californica*; gnatcatcher). The proposed project would impact 2.39 acres of Diegan coastal sage scrub habitat (32500 vegetation type; Holland [1986] and Oberbauer [2008]). Proposed mitigation for impacts to occupied Diegan coastal sage scrub habitat involves a 2:1 ratio, pursuant to applicable criteria in the County Biological Guidelines. Since the property is located within the NCMSCP, impacts to the gnatcatcher would be addressed through the County's interim habitat loss permit (HLP) process, which requires approval by the US Fish and Wildlife Service and the Department (collectively referred to as the Wildlife Agencies). The project was presented to the Wildlife Agencies for initial input at the December 19, 2013 batching meeting held by the County. This mitigation is proposed as acquisition of suitable habitat credits at a Wildlife Agency approved mitigation bank prior to clearing, grubbing, or grading. A total of 4.78 acres of occupied gnatcatcher habitat should be mitigated. Additionally, a temporary 12-foot-high noise control barrier would be constructed along the western and southern boundaries of Project related equipment operations to provide noise shielding.

In order to ensure the Project is consistent with ongoing regional habitat conservation planning efforts, including the HLP process, and to assist the City in avoiding, minimizing, and adequately mitigating Project-related impacts to biological resources, we offer the following comments and recommendations.

1. The DMND is not clear about where the mitigation for Diegan coastal sage scrub habitat impacts would occur. Section 2.2. Mitigation measures, Bio 1 (page 24) states that "This mitigation will entail acquisition of suitable habitat credits at an approved mitigation bank (potentially including the Red Mountain Mitigation Bank)" However, the Mitigation Monitoring Report (Attachment A) states "This mitigation will entail acquisition of suitable habitat credits at an approved mitigation bank (potentially including the City's Daley Ranch Mitigation Bank)..." At the December 19, 2013 County batching meeting, the Wildlife Agencies noted that impacts to occupied habitat would need to be mitigated with occupied habitat within the NCMSCP PAMA. The feasibility of mitigating on-site was also discussed if adequate acreage/configuration is available and protective (e.g., conservation easement) and management measures can be assured. Therefore, the Department recommends that the final MND clarify the location where the mitigation would occur.
2. Section 2.2. Mitigation measures, Bio 1 (page 24) states "....prior to commencing¹ project construction operations, a Habitat Loss Permit (HLP) shall be approved for the proposed project by the County..." The Wildlife Agencies look forward to reviewing the draft HLP and recommend that the comments in this letter be addressed as part of the coordination with the County on the HLP.
3. The Department recommends that the following edits should be added to Section 2.2. Mitigation measures, Bio 2 (page 24, Attachment A), to adequately reflect the bird nesting and breeding season. Please note that a word with a strikethrough indicates a deletion and underlined text indicates an addition.

"The beginning of project construction shall be precluded during the CAGN bird breeding and nesting season [February 15 (and as early as January 15 for raptors) through August 31], if feasible. If it is determined that the initiation of construction during the noted breeding season is required, a pre-grading CAGN and avian survey shall be conducted by a qualified biologist for CAGN and other avian species within three days prior to grading to determine if this species occurs within the areas directly impacted by grading, or would be indirectly impacted by construction noise. If no CAGN nesting activities (including nest building or other breeding/nesting behavior) are occurring within the applicable areas, development shall be allowed to proceed. If the CAGN or other avian species are observed nesting or displaying breeding/nesting behavior within 300 feet (500 feet for raptors) of the construction area,..."

4. As discussed at the December 19, 2003 County HLP batching meeting, we recommended that native plants be used for project revegetation to the maximum extent practicable, including revegetation for the manufactured slopes. The use of species that reflect the surrounding native habitat should be incorporated into the plant palette (both contain stock and hydroseed) to minimize potential impacts to the remaining on-site Diegan coastal sage scrub (occupied) from the spread of invasives and to control for erosion. Based on the information provided in the DMND, it appears the project would not require maintenance for brush management purposes with these areas; therefore, revegetation with native species should not conflict with fire protection. In addition, the type of protective measures and management that would apply to the remaining on-site DCSS should be provided to demonstrate that it would not be impacted and remain available for use by wildlife.

We appreciate the opportunity to comment on the DMND for this Project and to assist in further minimizing and mitigating Project impacts to biological resources by ensuring that the proposed Project is consistent with the CEQA (and the MHCP and NCMSCP). If you should have any questions or comments regarding this letter please contact Bryand Duke of the Department at (858) 637-5511 or via email at Bryand.Duke@wildlife.ca.gov.

Sincerely,



Gail K. Sevens
Environmental Program Manager
South Coast Region

cc: State Clearinghouse, Sacramento
Michelle Moreno, U.S. Fish and Wildlife Service

Mr. Jay Paul
City of Escondido
July 31, 2014
Page 4 of 4

References

County of San Diego. 2003. Batchling Meeting Agenda, Item No. 2 (Lindley Tank Reservoir Habitat Loss Permit; PDS2013-HLP-13-001; December 19, 2003).

Holland, R.F. 1986. Preliminary Descriptions of the Terrestrial Natural Communities of California. Nongame-Heritage Program, State of California, Department of Fish and Wildlife, Sacramento. 156 pp.

Oberbauer, Thomas. 2008. Terrestrial Vegetation Communities in San Diego County Based on Holland's Descriptions. Revised from 1996 and 2005. July.

RESOLUTION NO. 2014-148

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ADOPTING THE FINAL MITIGATED
NEGATIVE DECLARATION, CEQA FINDINGS
AND MITIGATION MONITORING REPORT
FOR THE LINDLEY RESERVOIR TANK
REPLACEMENT PROJECT**

WHEREAS, the existing 2.0-million gallon ("MG") Lindley Reservoir water tank is undersized for current demand and a combined capacity of 3.0-MG is identified to provide adequate storage and distribution capacity for the area; and

WHEREAS, the project includes the demolition and removal of the existing 2.0-MG, above ground steel Lindley Reservoir Tank and construction of two, 1.5-MG, partially buried concrete replacement tanks along with related support equipment, pipelines, new on-site access roads and storm water/drainage improvements; and

WHEREAS, the City Council of the City of Escondido as the lead agency under the California Environmental Quality Act ("CEQA") is responsible for adoption of the Mitigated Negative Declaration; and

WHEREAS, a Mitigated Negative Declaration (City File No. ENV14-0004) was prepared and issued to evaluate project impacts and identify mitigation measures in accordance with the California Environmental Quality Act ("CEQA"); and

WHEREAS, the City Council of the City of Escondido did on September 24, 2014, hold a meeting to consider and adopt the Mitigated Negative Declaration and associated Mitigation Monitoring Report prepared for the project; and

WHEREAS, the City Council has reviewed and considered the Final Negative Declaration prepared for the project, and has determined that it adequately addresses all environmental issues associated with the project; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to adopt the Final Negative Declaration and Mitigation Monitoring Report.

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 has considered the Mitigated Negative Declaration together with all comments received during the public review process.
3. The findings of this review are that the Initial Study identified effects related to biological resources, noise and utility/service systems that might be potentially significant. However, the project design, control-minimization measures and/or mitigation measures agreed to by the applicant would provide mitigation to a point where potential impacts are reduced to less than a significant level.
4. That the Mitigation Monitoring Report, attached as Exhibit "A" and incorporated by this reference, addresses mitigation for potential project related impacts and that 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.
5. That upon consideration of the staff report (a copy of which is on file in the Office of the City Clerk), the findings and applicable law, the City Council adopts the Final

Mitigated Negative Declaration and Mitigation Monitoring Report prepared for the Lindley Reservoir Tank Replacement Project.

Attachment "A" **MITIGATION MONITORING REPORT**

PROJECT NAME:
PROJECT DESCRIPTION:

Lindley Reservoir Tank Replacement Project
Demolition, removal of existing 2.0-MG water tank and construction of two 1.5-MG partially buried concrete water tanks and associated facilities within the County of San Diego

PROJECT LOCATION:

3.56 acres located north of El Norte Parkway and Leslie Lane, west of Ash Street and Hubbard Ave in an unincorporated area of the County of San Diego (APNs 227-010-55 and -58)

CONTACT PERSON:
PHONE NUMBER:
EMAIL:

Paul Keck, Sr. Engineer - Wastewater
(760)-839-6299
pkeck@ci.escondido.ca.us

CASE NO.:
APPROVAL BODY/DATE:
PROJECT MANAGER:
PHONE NO.:
EMAIL:

ENV 14-0004
City Council
Jay Paul, Assoc. Planner
(760) 839-4537
jpaul@ci.escondido.ca.us

Phase at which the Mitigation Measures are to be Implemented

PRIOR TO APPROVAL OF GRADING, BUILDING AND LANDSCAPE PLANS AND ISSUANCE OF GRADING PERMITS

NATURE OF IMPACT	MITIGATION MEASURE	ID NO. LOCATION IN DOC.	RESPONSIBILITY FOR IMPLEMENT.	CERTIFIED INITIAL/DATE	COMMENTS
Project Direct Impacts to Sensitive Vegetation Communities	Bio-1: Mitigation for impacts to DCSS habitat shall occur at a 2:1 ratio, pursuant to applicable criteria in the County Biological Guidelines. This mitigation will entail acquisition of suitable habitat credits at an approved mitigation bank (potentially including the Red Mountain Mitigation Bank) prior to clearing, grubbing or grading, in consultation with the City, County and applicable resource agencies. Specifically, prior to commencing project construction operations, a Habitat Loss Permit (HLP) shall be approved for the proposed project by the County, with this approval also requiring concurrence from the USFWS and CDFW. Accordingly, a total of 4.78 acres of occupied (i.e., occupied by CAGN) DCSS habitat credits shall be acquired to mitigate associated direct impacts to this habitat.	Bio-1 in Section III, Biological Resources	City of Escondido Utilities - Water Department City of Escondido Planning Division		The City will coordinate mitigation monitoring and reporting with the County of San Diego.

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Exhibit A
Page 1 of 3

PRIOR TO AND DURING CONSTRUCTION

NATURE OF IMPACT	MITIGATION MEASURE	ID NO. LOCATION IN DOC.	RESPONSIBILITY FOR IMPLEMENT.	CERTIFIED INITIAL/DATE	COMMENTS
Potential Direct and Indirect Impacts to Sensitive Animal Species	Bio-2: The beginning of project construction shall be precluded during the bird breeding and nesting season (February 15 [or as early as January 15 for raptors] through August 31), if feasible. If it is determined that the initiation of construction during the noted breeding season is required, a pre-grading CAGN and avian survey shall be conducted by a qualified biologist for CAGN and other avian species within three days prior to grading to determine if these species occur within the areas directly impacted by grading, or would be indirectly impacted by construction noise. If no CAGN or other avian nesting activities (including nest building or other breeding/nesting behavior) are occurring within the applicable areas, development shall be allowed to proceed. If the CAGN or other avian species are observed nesting or displaying breeding/nesting behavior within 300 feet (500 feet for raptors) of the construction area, however, construction shall be postponed until: (1) all nesting (or breeding/nesting behavior) has ceased, or until after September 15; or (2) a temporary noise barrier or berm is constructed at the edge of the development footprint to reduce noise levels below 60 dB L_{eq} or ambient (if ambient is greater than 60 dB L_{eq}). Alternatively, the duration of construction equipment operation could potentially be controlled to keep noise levels below 60 dB L_{eq} or ambient in lieu of, or in concert with, a wall or other sound attenuation barrier. All project grading permits, improvement plans, and final maps shall incorporate the above requirements.	Bio -2 in Section III, Biological Resources	City of Escondido Utilities-Water Department City of Escondido Planning Division		The City will coordinate mitigation monitoring and reporting with the County of San Diego.
Potential Direct and Indirect Impacts to Sensitive Animal Species	Bio-3: To ensure compliance with the MBTA, clearing of native vegetation shall occur outside of the general avian breeding season (February 1 through July 31), if feasible. If vegetation clearing is required during the noted breeding season, a qualified biologist shall conduct a pre-construction survey for nesting birds no more than seven (7) days prior to vegetation clearing. If no active nests are observed during this survey, clearing shall be allowed to proceed. If active nests are found, however, all vegetation clearing shall be precluded within 100 feet of the nest(s) until a qualified biologist determines that the nest(s) is (are) no longer active or has (have) failed. All project grading permits, improvement plans and final maps shall incorporate the above requirements.	Bio -3 in Section III, Biological Resources	City of Escondido Utilities-Water Department City of Escondido Planning Division		The City will coordinate mitigation monitoring and reporting with the County of San Diego.

Resolution No.

Exhibit

Page

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of

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2014-148

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PRIOR TO AND DURING CONSTRUCTION

NATURE OF IMPACT	MITIGATION MEASURE	ID NO. LOCATION IN DOC.	RESPONSIBILITY FOR IMPLEMENT.	CERTIFIED INITIAL/DATE	COMMENTS
Potential Direct and Indirect Impacts to Sensitive Animal Species	Bio-4: In areas adjacent to sensitive vegetation, the construction and staging area limits shall be clearly demarcated with temporary construction (orange blaze) fencing under the supervision of a qualified biologist to ensure that construction activity remains within the defined limits of work. This fencing shall be erected prior to commencement of brushing or grading activities and shall demarcate areas where human and equipment access and disturbance from grading are prohibited adjacent to sensitive habitat. In addition, appropriate signs shall be erected noting the restricted areas. All project grading permits, improvements plans and final maps shall incorporate the above requirements.	Bio -4 in Section III, Biological Resources	City of Escondido Utilities-Water Department City of Escondido Planning Division		The City will coordinate mitigation monitoring and reporting with the County of San Diego.
Potential Impacts to Noise-Sensitive Receptors	Noise-1: A temporary 12-foot-high noise control barrier shall be constructed along the western and southern boundaries of project-related equipment operations to provide noise shielding for nearby residences. The location of this barrier shall be in close proximity to equipment operations to break the line of sight to nearby residences, and shall continue past the location of the horizontal construction line-of-sight by a minimum of 12 feet. The barrier shall be constructed of a double layer of 0.5-inch thick plywood arranged in a ships lap, or a single layer of 0.75-inch plywood with no cracks or gaps. Noise blankets or other temporary noise control fencing are acceptable replacements if they provide a Sound Transmission Control (STC) noise control rating of 18 or greater. The location, composition, and design of the project noise barrier(s) shall be reviewed and approved by a qualified acoustician prior to commencement of project construction.	Noise-1 in Section XI, Noise	City of Escondido Utilities-Water Department City of Escondido Planning Division		The City will coordinate mitigation monitoring and reporting with the County of San Diego.

CODE COMPLIANCE

Ongoing monitoring to ensure compliance with all mitigation measures, operational requirements, standards, codes and regulations.

City of Escondido Utilities-Water Department City of Escondido Planning Division	The City will coordinate mitigation monitoring and reporting with the County of San Diego.
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Resolution No. 2014
'A'
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ORDINANCE NO. 2014-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND LINDA D. PICKERING AS TRUSTEE OF THE LINDA D. PICKERING FAMILY TRUST, AND PEGGY L. LEHRKE AS TRUSTEE OF THE PEGGY L. LEHRKE FAMILY TRUST; AND TO AUTHORIZE CONSTRUCTION OF A 13-LOT RESIDENTIAL SUBDIVISION IN THE NORTH BROADWAY DEFICIENCY AREA

PLANNING CASE NO.: PHG 13-0043
RELATED CASES: SUB 13-0011,
PHG 13-0044,
ENV 13-0015

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 Mitigated Negative Declaration (City Log No. ENV 13-0015) and the Mitigation Monitoring Report 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 staff report, Planning Commission recommendation and all public testimony presented at the hearing held on this agreement, this City Council finds that the Development Agreement is consistent with

**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.: 17

Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: Award a Public Improvement Agreement for a 24-inch Recycled Water Pipeline and Brine Line

RECOMMENDATION:

The Utilities Department requests that Council adopt Resolution No. 2014-145 awarding a Public Improvement Agreement to MNR Construction, Inc. for construction of: (1) a 24-inch recycled water (RW) pipeline from the Broadway crossing of Escondido Creek, along the creek to Citrus Avenue; and (2) a Brine Line along the same path as the above described new section of RW pipeline.

FISCAL ANALYSIS:

The value of the proposed contract is \$6.276 million. Funds are presently budgeted in CIP 801201 (Easterly Recycled Water Mains and Brine Line – Phase 1). If this contract is awarded, the remaining balance of this CIP will be \$2.5 million.

BACKGROUND:

On February 14, 2014, the Council gave conceptual approval to the Utilities Department's program to expand the RW system to serve large agricultural customers and to move toward potable reuse of recycled water (the Agricultural Recycled Water and Potable Reuse Program). This approval was given with the understanding that all projects would be brought to Council for consideration and approval, like all capital improvement projects (CIPs).

The Utilities Department proposes award of a contract to construct a new section of RW pipeline and a new brine line that are two components of the Agricultural Recycled Water Program.

The Design Consultant prepared plans and specifications that were advertised for bid. The Engineer's estimate for the Project was \$5.496 million. Sealed bids were received on August 14, 2014, and opened by the City Clerk with the following results:

- | | |
|--|-----------------|
| • T.C. Construction Company, Inc. (Santee, CA) | \$ 5,856,790.00 |
| • MNR Construction, Inc. (Baldwin Park, CA) | \$ 6,276,000.00 |
| • GRFCO, Inc. (Moreno Valley, CA) | \$ 7,290,000.00 |
| • S.C. Valley Engineering, Inc. (El Cajon, CA) | \$ 7,402,900.00 |

- Burtech Pipeline, Inc. (Encinitas, CA) \$ 8,797,943.00
- Utah Pacific (Murrieta, CA) \$ 9,035,000.00

T.C. Construction Company, Inc. withdrew their bid due to a clerical error. Utilities staff consulted with the City Attorney's Office, and recommends that the bid received by MNR Construction, Inc. be considered the lowest responsive and responsible bid and that a contract be awarded in the amount of \$6.276 million for the 24" Recycled Water Pipeline and Brine Line.

The new RW pipeline will connect to the existing RW distribution system near the point where Broadway crosses Escondido Creek and will extend the RW system to within 0.25 miles of the planned micro-filtration/reverse osmosis (MF/RO) facility to be located between El Norte and Washington, in the 2500 block of Washington. A design contract for this MF/RO facility is also under Council consideration at the same meeting as this construction contract. The RW pipeline will supply water to the MF/RO facility for the treatment processes there. The brine pipeline will return brine (salty water) from the MF/RO facility to the HARRF, where the brine can be mixed with brine from another brine pipeline serving western Escondido and discharge safely to the ocean outfall.

Related future construction projects that are presently in the design phase and are not under consideration with this project include: (1) a 24" RW pipeline to connect the newly constructed pipeline to the MF/RO facility and to carry MF/RO treated RW from the MF/RO facility to the southeast along Citrus to the Hogback area, (2) a potable water storage tank to replace the existing reservoir that will be converted to a recycled water tank, and (3) a distribution system to connect to agricultural customers in the Cloverdale and Mountain View area.

Related future projects that are not yet in design but have been conceptually planned and approved by the Council include: (1) a RW pipeline to carry RW from the MF/RO facility to the north to the La Honda area, (2) a RW pipeline to carry RW from the MF/RO facility to the northeast to the Hidden Trails area, (3) an advanced water treatment (AWT) facility at the site of the MF/RO facility, and (4) a potable water pipeline to carry advanced treated water from the MF/RO facility to the north to Lake Dixon. Items 3 and 4 are not expected to begin design until after 2020.

Respectfully submitted,



Craig Whittemore
Deputy Director of Utilities/Construction & Engineering

RESOLUTION NO. 2014-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AWARDING A BID FOR THE CONSTRUCTION OF PHASE I OF THE RECLAIMED WATER EASTERLY MAINS EXTENSION AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT WITH MNR CONSTRUCTION, INC.

WHEREAS, a notice inviting bids for the construction of Phase I of the Reclaimed Water Easterly Mains Extension, also known as the Easterly Recycled Water Mains and Brine Line – Phase 1 (“Project”), was duly published; and

WHEREAS, pursuant to said notice, six (6) sealed bids for the Project were opened and evaluated on August 14, 2014; and

WHEREAS, MNR Construction, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award this contract to MNR Construction, Inc. in the amount of \$6,276,000;

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

1. That the above recitations are true.
2. That the Mayor and the City Clerk are authorized to execute, on behalf of the City, a Public Improvement Agreement with MNR Construction, Inc. in substantially

similar form to that which is attached and incorporated to this Resolution as Exhibit "1,"
and subject to final approval as to form by the City Attorney.

PUBLIC IMPROVEMENT AGREEMENT

This "Agreement", dated the _____ day of _____, 20_____, in the County of SAN DIEGO, State of California, is by and between **THE CITY OF ESCONDIDO** (hereinafter referred to as "CITY"), and MNR Construction, Inc., (hereinafter referred to as "CONTRACTOR").

The CITY and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of the Project Documents described in the General Conditions, which are incorporated by reference. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required and reasonably inferred to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for construction of

Recycled Water, Easterly Mains Extension,

All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications and all provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to the CITY for any damages and resulting costs, including consultants' costs, arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project documents. Such protest shall not be effective unless reduced to writing and filed with the CITY within **three (3) working days** of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project documents.

3. CITY shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of Six Million, two-hundred seventy six thousand Dollars (\$6,276,000).
4. The work shall be commenced on or before the twenty-first (21st) day after receiving the CITY'S Notice to Proceed and shall be completed within **Four-Hundred (400) working days** from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to CITY as fixed and liquidated damages, and not as a penalty, the sum(s) indicated in the LIQUIDATED DAMAGES SCHEDULE below for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become

due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the CITY as provided in the General Conditions.

If the overall project is delayed **one (1) calendar day or more**, the rate shall be \$250/day.

Initials of Principal

- PUBLIC IMPROVEMENT AGREEMENT
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Proposed Contract Documents

contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off City property.

- (c) 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), and updates or renewals, 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, reconstruction, maintenance, and/or repair of the work under this Agreement.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suit, or other proceedings that may be brought or instituted against the CITY, its governing board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the CITY, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

- 8. (a) CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, of every tier, to take out and maintain:

- (1) General Liability and Property Damage Insurance as defined in the General Conditions in the amount with a combined single limit of not less than **\$3,000,000 per occurrence**.

- (2) Course of Construction / Builder's Risk Insurance See 5.2 of General Conditions.

- (3) Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

- (A) Automotive and truck where operated in amounts as above

- (B) Material hoist where used in amounts as above

- (4) Workers' Compensation Insurance.

- (b) Each insurance policy required above must be acceptable to the City Attorney, as follows:

- (1) Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation and the Errors and Omissions policies.

- (2) 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.

- (3) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

(c) In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within 14 days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

9. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld in retention by the CITY, then the subcontractor shall receive the identical rate of interest received by the CONTRACTOR on any retention monies withheld shall be deposited with the public agency, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The City retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request CITY to make payment of earned retentions directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments in securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the contract, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from CITY pursuant to the terms of Section 22300. If CONTRACTOR elects to receive interest on moneys withheld in retention by CITY, CONTRACTOR shall, at the request of any subcontractor, make that option available to the subcontractor regarding any monies withheld in retention by the CONTRACTOR from the subcontractor. If the CONTRACTOR elects to receive any interest on any monies withheld in retention by the Owner, then the subcontractor shall receive the identical rate of interest received by the CONTRACTOR on any retention monies withheld from the subcontractor by the CONTRACTOR, less any actual pro rata costs associated with administering and calculating that interest. In the event the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the CONTRACTOR elects to substitute securities in lieu of retention, then, by mutual consent of the CONTRACTOR and subcontractor, the subcontractor may substitute securities in exchange for the release of monies held in retention by CONTRACTOR. This shall apply only to those subcontractors performing more than five percent (5%) of the CONTRACTOR'S total bid. The CONTRACTOR shall not require any subcontractor to waive any provision of this section.

10. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.

Proposed Contract Documents

11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Escondido City Council.
12. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work.
13. The terms "Project Documents" and/or "Contract Documents" where used, shall refer to those documents include in the definition set forth in the General Conditions made a part hereof.
14. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of CITY by its officers thereunto authorized and by CONTRACTOR, the date and year first above written.

CITY OF ESCONDIDO
a municipal corporation
201 North Broadway
Escondido, CA 92025

By: _____
Diane Halverson, City Clerk

By: _____
Sam Abed, Mayor

APPROVED AS TO FORM:

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

By: _____

CONTRACTOR

By: _____
Signature

By: _____
Signature*

Print Name

Print Name

Title

Title

(Second signature required only for corporation)

By: _____
Signature**

Print Name

Title

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

Contractor's License No.

Tax ID/Social Security No.

*If CONTRACTOR is a corporation, the first signature must be by one of the following officers of the corporation: Chairman of the Board, President, or any Vice President.

**If CONTRACTOR is a corporation, the second signature must be by a different person from the first signature and must be by one of the following officers of the corporation: Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

SECTION A-00610 - FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT,

That _____ ("Contractor") and
_____ ("Surety") are held and firmly bound unto the CITY OF
ESCONDIDO ("Owner") in the sum of _____
Dollars, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into a contract with Owner to
perform all work required under the Bid Schedule(s) of the Owner's specifications entitled,

Recycled Water, Easterly Mains Extension,

WHEREAS, the provisions of the Contract are incorporated by reference into this Faithful
Performance Bond and shall be part of Surety's obligation hereunder.

NOW THEREFORE, if Contractor shall perform all the requirements of said contract required to
be performed on his part, at the times and in the manner specified herein, then this obligation
shall be null and void, otherwise, it shall remain in full force and effect.

PROVIDED, that

- (1) Any alterations in the work to be done or the materials to be furnished, which may be
made pursuant to the terms of the Contract, shall not in any way release Contractor or
Surety thereunder;
- (2) Any extensions of time granted under the provisions of Contract shall not release either
Contractor or Surety from their respective obligations to Owner;
- (3) Notice of any such alterations or extensions of the Contract is hereby waived by Surety;
- (4) Any payments (including progress payments) made on behalf of Owner to Contractor
after the scheduled completion of the work to be performed pursuant to the Contract shall
not release either Contractor or Surety from any obligations under the Contract or this
Faithful Performance Bond, or both, including any obligation to pay liquidated damages
to Owner; and
- (5) To the extent Owner exercises its rights pursuant to this Bond, Owner shall be entitled to
demand performance by the surety and be further entitled to recover, in addition to all
other remedies afforded by law, its reasonably incurred costs to complete the work,

attorneys fees and consultant costs, as well as actual costs incurred by OWNER for the increased dedication/commitment of time of OWNER employees to the Project.

SIGNED AND SEALED, this _____ day of _____, 20____.

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____
Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

By: _____

SECTION A-00620 - LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENT,

That _____ as Contractor, and _____ as Surety, are held and firmly bound unto the CITY OF ESCONDIDO, hereinafter called Owner, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said Owner to perform all work required under the Bid Schedule(s) of the Owner's specifications entitled,

Recycled Water, Easterly Mains Extension,

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, or for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of the time granted under the provisions of said contract release either said Contractor or said surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20____.

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____

Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

By: _____

SECTION A-00630 - CITY OF ESCONDIDO BUSINESS LICENSE

In accordance with Municipal Code Section 16, the successful bidder is required to obtain a City of Escondido Business License prior to execution of contract.

The following information must be submitted to the City Clerk prior to execution of contract:

City of Escondido Business License No. _____

Expiration Date _____

Name of Licensee _____

SECTION A-00660 - WORKERS' COMPENSATION INSURANCE CERTIFICATE

If self-insured for Workers' Compensation, the Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, Sections 1860 and 1861, and I will comply with such provisions before commencing the performance of the work of the contract.

Dated: _____

Contractor

By: _____
Signature

SAMPLE NOTICE
(REQUIRED UNDER GENERAL CONDITIONS, ARTICLE 6.1.B)
TO THE PEOPLE ON THIS STREET:

WITHIN THE NEXT FEW DAYS, WORK WILL BE STARTED ON THE FOLLOWING PROJECT:

Recycled Water, Easterly Mains Extension,

The work may cause some inconvenience, but will be of permanent benefit.

We shall appreciate your cooperation in the following matters:

1. Please be alert when driving or walking in the construction area.
2. Tools, materials and equipment are attractive to children. For the safety of the children, please keep them away.
3. Please report all inconvenience to the Foreman on the job, or to the City of Escondido Field Engineering Inspection Office, 839-4664. The name and phone number of the contractor are given below.

This work is being performed for the City of Escondido by:

We will endeavor to complete this work as rapidly as possible and with a minimum of inconvenience to you.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 18

Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: Award a Consulting Agreement for the Design of a Micro Filtration / Reverse Osmosis Facility for Treatment of Recycled Water for Agricultural Irrigation

RECOMMENDATION:

The Utilities Department requests that Council adopt Resolution No. 2014-152 awarding a Consulting Agreement ("Agreement") to Black and Veatch Corporation for design of a micro-filtration and reverse osmosis facility with a capacity of 2 million gallons per day (MGD). The proposed facility would be located between El Norte Parkway and Washington Avenue, and is part of the larger proposed expansion of Escondido's recycled water (RW) distribution to serve eastern and northern agricultural land. This treatment plant will, in 10 to 15 years, be incorporated into an advanced water treatment (AWT) plant at the same site for treatment of RW for potable reuse.

FISCAL ANALYSIS:

The value of the proposed contract is \$1,200,000. Funds are presently budgeted in CIP 801508 - MFRO Facility for Agriculture.

BACKGROUND:

On February 14, 2014, the Council gave conceptual approval to the Utilities Department's program to expand the RW system to serve large agricultural customers and to move toward potable reuse of recycled water (the Agricultural Recycled Water and Potable Reuse Program). This approval was given with the understanding that all projects would be brought to Council for consideration and approval, like all capital improvement projects (CIPs).

The Utilities Department proposes award of an Agreement to design a facility that is one component of the Agricultural Recycled Water Program. This facility will be located on property presently owned by the Utilities Department between El Norte Parkway and Washington Avenue, adjacent to 2500 East Washington.

The facility will further treat recycled water delivered from the Hale Avenue Resource Recovery Facility (HARRF) to the site via a new 24-inch recycled water main (a construction project also under Council consideration at the same meeting as this design contract). Additional treatment is required to meet the water quality requirements of avocado farmers, who will be the primary recipient of the

water. Through micro-filtration and reverse osmosis (MF/RO), salt concentration – which at the levels found in recycled water is detrimental to avocado trees – is reduced to a level not harmful to agricultural crops and not requiring periodic flushing of the area around the roots with potable water.

The initial treatment capacity of the MF/RO plant will be 2 MGD. RW treated by the plant will be blended with RW that has not been through the MF/RO process. The ratio of RW that is treated by MF/RO to that of RW untreated by MF/RO will be adjusted to maintain water quality acceptable to the agricultural customers. Because the supply water to this facility is HARRF RW, the product of this plant will meet all the same quality standards that the RW supply presently meets, with an even lower salt concentration.

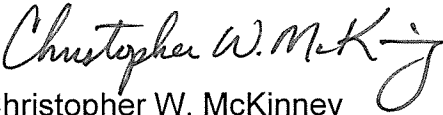
An initial 4 MGD pump station will also be designed as part of this contract. This pump station is necessary to raise the water 480 feet from the MF/RO facility to the distribution tank.

The new plant will also serve as the future pilot site for anticipated Advanced Oxidation Process demonstration of the City's ability to further treat the RW so that it can be safely used in the potable water supply (Advanced Water Treatment, or AWT, for potable reuse). Experience at other water agencies demonstrates that County and State regulatory agencies with oversight over the water supply will require extensive pilot testing. This testing will prove the chosen technology under the conditions specific to Escondido for advanced water treatment. This Advanced Oxidation Process pilot testing will be a separate project to be done following the completion of the MF/RO facility and will eventually pave the way for full scale potable reuse at the same site.

The proposed site is near existing residential areas in eastern Escondido. Therefore, the design and construction of this facility will require engaging the neighborhoods nearby for comments. The processes planned for this site are not particularly noisy, excepting pump operation. These noise issues can be easily addressed by proper housing of the pump station and installation of noise barriers. Onsite chemical storage risks can be mitigated through proper design of containment to protect surrounding areas in the unlikely event of a spill.

This design Agreement includes a site layout for the MF/RO facilities and future Advanced Water Treatment (AWT) facilities, construction design documents for the 2 MGD MF/RO facility, and specifications for equipment procurement.

Respectfully submitted,


Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2014-152

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE, ON BEHALF OF THE CITY, A
CONSULTING AGREEMENT WITH BLACK AND
VEATCH CORPORATION FOR THE DESIGN
OF A MICRO FILTRATION REVERSE OSMOSIS
FACILITY FOR TREATMENT OF RECYCLED
WATER

WHEREAS, the City of Escondido desires engineering services to design a micro filtration/reverse osmosis facility and pump station for recycled water (the "Project"); and

WHEREAS, Black and Veatch Corporation has the personnel and expertise to provide the required engineering services; and

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

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$1,200,000.

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Black and Veatch Corporation. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Craig Whittemore
760-839-4038
("CITY")

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

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to design an MF/RO Facility for Treatment of Recycled Water for Agricultural Irrigation and Future Potable Reuse; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum not-to-exceed \$1,200,000. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
- 3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

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

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____
 - c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be

provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

- (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - c. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

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

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

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

(Consultant name)

Date: _____

(Consultant signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

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

By: _____

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

**AGRICULTURE MEMBRANE PLANT
SCOPE OF WORK – TASK ORDER NO. 3**

CITY OF ESCONDIDO

BACKGROUND

The City of Escondido (City) has elected to implement a reuse water program that was originally conceptualized by the Recycled Water Master Plan. The program is intended to delay or defer wastewater effluent (raw water) outfall improvement requirements through Year 2050, expedite a new, high quality water supply to local agricultural growers and to help promote and support local economy. The reuse water program includes the development of a decentralized advanced water treatment (AWT) plant which will expand the non-potable water service area to supply new customers. The AWT will be developed in two phases:

Phase 1 - Phase 1 includes the implementation of a 2 million gallons per day (mgd) advanced water treatment Agriculture Membrane Plant (AMP). The AMP will utilize membrane filtration and reverse osmosis technologies to treat tertiary treated influent. A well mounted pumping station will be installed to supply reuse water to agriculture customers. After commissioning of the 2 mgd AMP, the City intends to install a 0.25 mgd advanced oxidation process UV reactor to monitor and protect water quality for AWT at build-out.

Phase 2 – Based on the successful operation of the AMP and anticipated changes to reuse regulations, the second phase of AWT may be implemented. Phase 2 includes an 8 mgd Advanced Water Treatment plant for Indirect Potable Reuse (IPR) or Direct Potable Reuse (DPR). The Advanced Water Treatment Indirect Potable Reuse plant (AWTIPR) will utilize membrane filtration, reverse osmosis and advanced oxidation and UV processes to treat influent to IPR/DPR water quality.

Black & Veatch is currently under contract to perform program management and other services under Task Order No. 1 and No. 2. Black & Veatch (Engineer) will provide professional design services for the AWT under Task Order No. 3. Task Order No. 3 will include several major functions, summarized as:

1. Define the design criteria, process requirements and conceptual site plan layouts for the Phase 1 AMP and Phase 2 AWTIPR facilities.
2. Define the Basis of Design for the Phase 1 AMP.
3. Develop the Micro Filtration and Reverse Osmosis equipment procurement packages.
4. Prepare the Detailed Design construction documents for the Phase 1 AMP.

SCOPE OF WORK - TASK ORDER NO. 3 FOR THE AMP FACILITY

Specific tasks associated with this phase of the project are summarized below:

- ▼ Task 1000 –Meetings
- ▼ Task 2000 – Conceptual Design
- ▼ Task 3000 – Basis of Design
- ▼ Task 4000 – Equipment Procurement
- ▼ Task 5000 – Detailed Design
- ▼ Task 6000 – Bid Phase Services



**AGRICULTURE MEMBRANE PLANT
SCOPE OF WORK – TASK ORDER NO. 3**
CITY OF ESCONDIDO

The following general services will be performed to coordinate efforts, keep the City informed of activities and provide monthly billings. It's assumed the project duration will be 10 months.

Project Administration

Perform administrative tasks as required to facilitate completion of tasks defined within this Scope of Work. The project administrative tasks to be performed include:

- Provide monthly invoices with status report defining progress to date of all tasks, cost expenditures, and an updated schedule.
- Maintain a project schedule identifying major project tasks with duration and milestones. This schedule will be updated monthly and highlight critical path tasks and key milestones.
- Coordinate team members including work planning, coordination and communications.
- Administer quality assurance and quality control program.
- Project trend register update.

TASK 1000 –MEETINGS AND PERMITTING ASSISTANCE

The following tasks will be performed to attend meetings (in addition to any meetings and design review workshops included in individual tasks) and help the City with permitting assistance.

Task 1001 – Meetings

Prepare for and attend meetings. Agenda and summary meeting minutes shall be prepared for meetings where appropriate. The level of effort for meetings is per the allowances provided for in the fee estimate. The following meetings are anticipated. Design and submittal review workshops are included as part of other individual tasks (Task 3000).

- **Kick-Off Workshop.** The Engineer will facilitate a four (4) hour project kick-off workshop.
- **City Meetings.** The following meetings are anticipated. Meeting budgets include preparation time.
 - **Monthly Meetings.** Up to six (6) monthly meetings with the City.
- **Other meetings.** Up to four (4) meetings are anticipated for time spent with stakeholders, regulators, public related meetings, other agencies, or other parties currently not known but may surface during task order execution. Meeting attendance will include the Project Manager and Engineering Manager.
- **Public Meetings.** Prepare for, attend and present (if required) at up to two (2) stakeholder briefings. Preparation of a PowerPoint presentation is included per City



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input and direction. A total allocation of 20 hours has been allocated for the base scope of services.

Task 1002 – Permitting Assistance

Permitting Assistance

- **Permitting.** It is anticipated that the City's existing Title 22 permit as issued by the California Regional Water Quality Control Board, will require modifications. The Engineer will provide the City with permitting assistance as requested which includes providing technical information, guidance, or review. The actual effort required for this task could vary considerably, so an allocation of 20 hours has been assumed for the base scope of services. It is assumed that the City will prepare any required permitting documents for the project.

TASK 2000 – CONCEPTUAL DESIGN

Task 2000 – Conceptual Design, will define the overall proposed AWT systems sizing, operational criteria and conceptual site plan for the AMP and AWTIPR. Tasks are summarized as follows:

Task 2001 – Conceptual Design and Analysis

The following tasks will be completed as part of Task 2001 for the AMP and AWTIPR:

- Define process, load, flow and equipment requirements for the 2 MGD AMP based on work completed under Task Order 1. Major Processes for the AMP are summarized as follows:
 - Membrane Filtration (MF) and Reverse Osmosis (RO) processes
 - Inter-process storage and transfer pump equipment
 - Accommodation for future Advanced Oxidation Process pilot plant equipment
 - Chemical feed facilities
 - MF and RO Clean-In-Place facilities
 - Agriculture Pump Station
 - Influent/effluent yard piping
- Define process, load, flow and equipment requirements for the 8 MGD AWTIPR. AWTIPR processes will be evaluated for the purposes of conceptually defining spatial facility footprint and layout requirements. Major Processes for the AWTIPR are summarized as follows:
 - Membrane Filtration and Reverse Osmosis
 - Advanced oxidation process
 - Inter-process storage and transfer pump station
 - Chemical feed storage
 - Decarbonation towers
 - Product water storage
 - IPR/DPR pump station
 - Administration building



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- Influent/effluent yard piping
- Confirm intended facility operation strategy with City.
- Develop major process equipment control table.
- Define process design parameters.
- Develop proposed system process schematics.

Task 2002 – Conceptual Site Plan Development

After completion of Task 2001, the Engineer will develop an overall conceptual site and piping plan for the AWT site with AMP and AWTIPR facilities. The conceptual site plan will include at a minimum the following features:

- Identify and locate footprints for all major processes.
- Identify property limits.
- Identify drainage features.
- Identify sensitive (environmental or cultural) areas to avoid.

Task 2003 – Architecture Development

Architecture concepts for the AWT site buildings will be defined and developed to match the existing community architecture. One (1) architectural perspective concept rendering for the will be developed. The rendering will be based on the proposed AWT Conceptual Site Plan layout developed with Task 2002.

Task 2004 – Conceptual Design Workshop

The Engineer will facilitate a four-hour Conceptual Design Workshop with the City. The workshop is will be utilized to review and solicit feedback for process design parameters, process diagrams, conceptual site plan layout, and architectural and landscape concepts. The City's feedback and comments will be incorporated into preliminary design phase of work.

Task 2005 – Site Survey and Mapping

B&V will retain subconsultant, Golden Triangle Land Surveying, Inc. (GTLS), to perform aerial mapping and topographic survey services. A copy of GTLS' scope is available in Appendix A.

Task 2006 – Geotechnical Investigations

Black & Veatch will retain subconsultant West Coast Geotechnical Consultants, Inc. to perform a geotechnical investigation and prepare a geotechnical report. A copy of West Coast Geotechnical Consultants scope is available in Appendix B.

Task 2007 – Landscape Design

Black & Veatch will retain subconsultant MAK Design Landscape Architecture to perform landscape architecture design services for the AWT. A copy of the MAK Design's scope is available in Appendix C.



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Deliverables for Task 2000

The Engineer will submit the following documents for City:

1. An electronic copy of the AMP and AWTIPR process schematics, in Adobe PDF format.
2. An electronic copy of the major process equipment control table, in Adobe PDF format.
3. An electronic copy of the AWT conceptual site and piping plan, in Adobe PDF format.
4. An electronic copy of the architectural concept rendering, in Adobe PDF format.
5. Three (3) hard copies and an electronic copy of the geotechnical investigation report.
6. An electronic copy of two landscape design concepts, in Adobe PDF format.

TASK 3000 – BASIS OF DESIGN

The Basis of Design phase of work report will be based on feedback received during the conceptual design workshop. Basis of Design tasks are defined below.

Task 3001 – Basis of Design Report

A Basis of Design Report (BODR) will be prepared for the AMP. The BODR will be developed to communicate scope, objectives, and details of the project to the City, regulatory agencies, and the design team. The BODR will include the following information for the AMP facility:

- General project scope and background references.
- Design criteria, including:
 - Flow rates - present and anticipated.
 - Water quality - physical, chemical and biological.
 - Design objective, treated water quality, agriculture supply water quality.
- Applicable codes and standards, including fire and safety codes including code review and approval process.
- Local building, planning, and zoning department requirements including code review and approval process.
- Site considerations, including subsurface conditions, flood elevations, drainage requirements, etc.
- Updated process equipment control table
- Technical specification table of contents
- Opinion of Probable Construction Cost (OPCC), AACE Class 5 estimate
- Summary of AWTIPR process, load, flow, equipment and footprint conceptual design parameters as identified during Task 2000.
- AMP facility design requirements, sizing and recommendations for the following components:
 - Site Plan
 - Influent/effluent yard piping
 - Membrane Filtration (MF) process including MF blowers and compressors
 - Reverse Osmosis (RO) process
 - Inter-process storage and transfer pump equipment



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- Accommodation for future Advanced Oxidation Process pilot plant equipment
- Chemical feed facilities for MF and RO processes
- MF and RO Clean-In-Place facilities
- Masonry screen walls with canopy for chemical storage and CIP areas
- Metering systems
- Agriculture Pump Station, storage wetwell
- Acoustic mitigation recommendations
- Architecture building systems
- Structural design
- HVAC systems – identify Title 24 spaces.
- Fire suppression & alarm systems
- Plumbing systems
- Electrical systems
- Instrumentation, control, communication and security systems
- SCADA system expansion requirements

Preliminary design and pump selections for the Agriculture Pump Station will be based on system curve information provided by the City. It is assumed that off-site system network hydraulic calculations are not required.

Task 3002 – 30% Design Drawings

The Basis of Design Report will communicate design parameters and decisions made for the project. Concurrent with BODR, the Engineer will develop 30% design drawings for the AMP facility which will include conceptual facility arrangement design site arrangement drawings for the AWTIPR facility. AutoCAD drawings will be generated as full size, 24-inch x 36-inch, drawings. Engineer drafting standards will be utilized.

See Appendix D for the preliminary project drawing list which identifies the drawings to be included with the 30% AMP design submittal. 30% design AMP drawings generally include the following:

- Process schematics
- Hydraulic profiles of AMP treatment systems
- Site grading and piping plans with anticipated future AWTIPR facility/piping layouts
- MF/RO process layouts and piping plans
- Architectural plans and elevations
- Chemical feed facility layout plans
- MF/RO CIP facility plans
- Agriculture pump station and wet well plan and sections
- Power distribution functional diagram
- Process and instrumentation diagrams(P&IDs) (vendors will be responsible for providing their own equipment P&IDs)

The City will provide BODR and drawing review comments in a comment review form to the Engineer one (1) week prior to the comment review workshop. The Engineer will facilitate the Basis of Design Comment Review Workshop to discuss and review critical comments and questions. Engineer will resolve any comments and revise documents, if necessary.



Brown and
Caldwell

**AGRICULTURE MEMBRANE PLANT
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The comment review form will be utilized to summarize Owner's comments, Engineer's responses, and City's final concurrence.

Deliverables for Task 3000

1. Draft Submittal - Eight (8) hard copies and an electronic copy of the Basis of Design Report and 30% Design Drawings.
2. Final Submittal - Eight (8) hard copies and an electronic copy of the Basis of Design Report and 30% Design Drawings.

TASK 4000 – EQUIPMENT PROCUREMENT

The City will procure the MF and RO equipment to be installed for the AMP. The Engineer will develop the MF and RO procurement packages for the City. Due to the anticipated long lead time for MF and RO equipment procurement, this task will be performed concurrent with Task 3000.

Task 4001 – Procurement Package

A Procurement Kick-Off meeting will be held with the City to confirm equipment design parameters, operating conditions, preferred operational mechanical layouts and other pertinent process design information.

The Engineer will prepare MF and RO systems Procurement Packages. The Procurement Packages will include:

- Front End Documents. It is assumed that the City will prepare procurement Front End Documents and solicit the Engineer for input and review.
- MF and RO system technical specifications. Specifications will be developed for equipment procurement. Installation specifications will be developed during Task 5000.
- Supporting equipment technical specifications. The development of supporting technical specifications will include equipment necessary for the fabrication and assembly of the MF and RO systems. Supporting technical specifications may include valving, piping, interprocess mechanical equipment, pressure indicating transmitters, flow measurement devices, conduit, cable and wiring, and controls amongst other supporting equipment.
- MF/RO system plan arrangement drawings.
- MF/RO system Process and Instrumentation Drawings (vendors shall utilize the clients tagging convention).

The Engineer will prepare Pre-selection Qualification Memorandums for the MF and RO systems. The memorandums will be submitted to the City for review.

The Engineer will facilitate a two (2) hour Procurement Package Review Workshop. The City will provide comments on the Procurement Packages and Pre-selection Qualification Memorandums. Engineer will resolve any comments and revise documents, if necessary.



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The Engineer will support the City with procurement package solicitation and will review and respond to bidders questions. The Engineer will also assist the City with evaluating bids. This procurement process assumes the City will provide the equipment to the contractor.

Deliverables for Task 4000:

The Engineer will submit the following documents to the City:

1. An electronic copy of the AMP MF and RO systems Procurement Packages, draft and final, in Adobe PDF format.
2. An electronic copy of the AMP MF and RO systems Pre-selection Qualifications Memorandum, draft and final, in Adobe PDF format.

TASK 5000 - DETAILED DESIGN

City comments on the BODR and 30% design drawings will be incorporated into the detailed design phase of work. AMP detailed design will include the development of drawings and specifications. The preliminary drawing and specification lists are presented in Attachments D and E, respectively. Detailed design includes the components as defined in Task 3001.

Task 5001 – 60% Design

Design construction documents to be included in the 60% design package generally include:

- Process flow diagrams
- Site and grading plans
- Yard piping plans and profiles
- Major facility plans and sections
- P&ID drawings (vendors will be responsible for preparing their own P&ID drawings)
- Equipment control descriptions (vendors will be responsible for preparing their own equipment control descriptions)
- Instrumentation device schedules (vendors will be responsible for preparing their own instrumentation device schedules)
- Preliminary structural design
- Preliminary electrical design
- Equipment specifications
- Review comments for City's front-end documents

A four (4) hour design review workshop will be held to discuss the City's review comments on this design package. The City will provide review comments in a comment review form to the Engineer one (1) week prior to a to the design review workshop. Engineer will resolve any comments and revise documents. The comment review form will be utilized to summarize Owner's comments, Engineer's responses, and City's final concurrence.



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Deliverables for Task 5001:

1. 60% Submittal Drawings - Eight (8) half size copies (11x17) and an electronic copy (pdf)
2. 60% Submittal Specifications - Eight (8) bound copies and an electronic copy (pdf)
3. 60% OPCC – Two (2) copies and an electronic copy (pdf)

Task 5002 – 100% / Final Design

Final signed and sealed construction documents will be prepared for use by the City in bidding the project. The final design package will include:

- Refinement and finalization of 60% documents
- Final structural drawings
- Final HVAC and plumbing drawings
- Final electrical site plan with duct bank routing
- Final power and lighting plans
- Final electrical one-line drawings
- Final specifications (assumes that City will provide approved front-end documents for the project)

A four (4) hour design workshop will be held to discuss the City's review comments on this design package.

Deliverables for Task 5002:

1. Final Submittal Drawings - Eight (8) half size copies (11x17) and an electronic copy (pdf) of the Final Design Drawings. One (1) full size (22x34) original signed and sealed full size copy.
2. Final Submittal Specifications – Eight (8) and an electronic copy (pdf) of the Final Design Drawings. One (1) original signed and sealed copy.
3. Final OPCC – Two (2) hard copies and an electronic copy (pdf)

Task 5003 - Transient Analysis

A transient analysis will be performed to project pressure transients in the AMP pipeline distribution system. Detailed project transient modeling will be performed based on City's H2OMAP hydraulic model. The model will be converted from H2OMAP to InfoSurge transient software and updated to include surge parameters including pipeline wave speeds, pump/motor inertias, air valve locations and parameters and surge mitigation equipment. It is assumed that the H2OMAP model is current, accurate and up-to-date. New model nodes will be added at critical low and high points only.

The Transient Analysis will be conducted for a single system which includes three flow paths. The analysis will also be based on preliminary pump selections and operational information (rated pump flow, head, speed and efficiency information) identified during the basis of design phase of work. It is assumed that City will be able to provide pipeline data, including: pipeline material/wall thickness, air valve size, types and locations and elevation data in GIS



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format. It is assumed that requested data will be provided electronically without needing field/office visits to collect/verify data.

The system will be evaluated for emergency shutdown power failure only. Normal start-up/shutdown simulations will not be conducted. Approximate VFD ramping times and/or pump control valve opening/closing times will be calculated based on rule-of-thumb calculations. If emergency shutdown transient analyses simulations indicate that the system will not meet the transient pressure criteria, potential surge mitigation alternatives and order of magnitude construction costs will be identified.

A brief draft and final Technical Memorandum will be developed to present analysis results, potential surge mitigation alternatives and preliminary design criteria for the surge mitigation system. Additional transient analyses will be needed during the design phase to develop the final detailed design criteria.

Deliverables for Task 5003:

1. Transient Analysis Technical Memorandum - Three (2) copies and an electronic copy (pdf).

Task 5004 – Acoustic Study

The City of Escondido municipal code has stringent nighttime noise emission requirements. A project noise evaluation will be performed to determine if the overall noise emissions associated with the pumping, HVAC, and compressor equipment to be installed at AWTPP will comply with the applicable local noise ordinance. Detailed project noise modeling will be performed to predict sound levels at the project site property boundaries. A technical memorandum will be prepared to summarize the study results, identify applicable local requirements, and provide noise control recommendations for the AWT facility. It is assumed that on-site Ambient Sound Level Survey will not be required to determine existing sound levels at the project site property line. Ambient Sound Level Survey will be performed as an additional service if requested by the City.

Deliverables for Task 5004:

1. Acoustic Analysis Technical Memorandum - Three (3) copies (11x17) and an electronic copy (pdf).

Task 5005 – Opinion of Probable Construction Costs

An OPCC will be developed and submitted with the 60% and Final design submittals. The 60% design OPCC will be an AACE Class 3 estimate. The Final Design OPCC will be an AACE Class 2 estimate. The OPCC will be developed using Timberline estimating software.

TASK 6000 – BID PHASE SERVICES

The intent of the Bid Period Services phase of this project is to provide engineering services to the City to advertise, obtain bids, and award a contract to a construction Contractor. The Engineer will assist the City in technical aspects of bidding and award. Specific services to be provided are as follows:



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Task 6001 – Pre Bid Conference

The Engineer's Project Director (PD), PM and EM shall attend a four (4) hour pre-bid conference organized and facilitated by the City. The notice for the pre-bid conference will be included in the Contract Documents. Following the conference, the Engineer will prepare notes for the conference and forward to all parties on the Plan Holders List.

Task 6002 – Respond to Bidders Questions

Construction Contractors will be required to formally submit questions to the Engineer via e-mail or fax. The Engineer shall document and answer up to twenty (20) questions in writing on a standard Project Information Request Form to be provided by the City. The Engineer shall forward completed Project Information Request Forms to the City for review and approval. The City will forward approved Project Information Request Forms to all parties on the Plan Holders List.

Task 6003 – Addenda

The Engineer shall help the City prepare up to three (3) addenda to the Contract Documents for issue during bidding period.

Deliverables for Task 6003:

1. Addenda – one (1) electronic .pdf file per addenda (to be delivered via e-mail).

Task 6004 – Bid Opening and Review

The City will provide the Engineer with the bid results for review. The Engineer shall review bidders' responsiveness based upon technical compliance with bid requirements and provide a Bid Evaluation Report to the City within 7 days of the bid opening. If requested, The Engineer shall attend up to two (2) City meetings when award or rejection of Bids/Construction Contract is considered. Should the Engineer need to support the City in responding to any bid protests, the Engineer will provide support as a part of Additional Services.

Deliverables for Task 6004:

1. Bid Evaluation Report – one (1) electronic .pdf file (to be delivered via e-mail).

Task 4005– Conformed Documents

After award of the Construction Contract, the Engineer shall prepare Conformed Plans and Specifications, incorporating items added or modified by addendum during the bidding period. This work will be accomplished on the Engineer's electronic files.

Deliverables for Task 4005:

Conformed Drawings:

- Ten (10) hard copy sets of 11" x 17"



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- Two (2) hard copy set of stapled edge bound 22" x 34"
- One (1) electronic .pdf copy
- One (1) electronic .dwg copy

Confirmed Specifications:

- Ten (10) hard copy sets of 8 1/2" x 11"
- One (1) electronic .pdf copy
- One (1) electronic .doc copy

City of Escondido
Agriculture Pilot Plant Detailed Design
Fee Estimate

Task	Description	Project Director	Project Manager	Engineering Manager	Technical Advisor / QA/QC	Senior Engineer	Project Engineer	Staff Engineer	CAD / Designer	Admin Staff	B&V Total Hours	Total Fee	B&V Direct Expenses	MAK Design Landscape Architecture	West Coast Geotechnical Consultants Inc.	Golden Triangle Land Surveying Inc.	Subconsultant Markup (5%)	Total
		\$233	\$218	\$183	\$228	\$178	\$140	\$118	\$100	\$85								
1000	MEETINGS																	
1001	Meetings	6	24	30	0	13	0	0	0	5	78	\$14,830	\$200					\$15,030
1002	Permitting Assistance	0	0	4	0	0	16	0	0	0	20	\$2,970	\$0					\$2,970
	Subtotal:	6	24	34	0	13	16	0	0	5	98	\$17,800	\$200	\$0	\$0	\$0	\$0	\$18,000
2000	CONCEPTUAL DESIGN																	
2001	Conceptual Design and Analysis	0	2	4	26	20	22	96	0	6	176	\$25,620	\$0					\$25,620
2002	Conceptual Site Plan Development	0	2	8	14	17	34	49	26	6	156	\$21,830	\$0					\$21,830
2003	Architecture Development	0	1	1	0	1	11	0	17	1	34	\$4,120	\$700					\$4,820
2004	Conceptual Design Workshop	0	4	8	0	4	0	1	0	1	19	\$3,450	\$0					\$3,450
2005	Site Survey and Mapping (Golden Triangle Land Surveying, Inc)	0	0	0	0	0	0	0	0	0	0	\$0	\$0			\$7,910	\$400	\$8,310
2006	Geotechnical Investigation (West Coast Geotechnical Consultants)	0	0	0	0	1	0	0	0	0	1	\$260	\$0		\$18,500		\$930	\$19,690
2007	Landscape Architecture (MAK Design Landscape Architecture)	0	1	1	0	0	0	1	0	0	4	\$590	\$0	\$2,500			\$130	\$3,220
	Subtotal:	0	10	22	41	44	67	147	43	15	390	\$55,870	\$700	\$2,500	\$18,500	\$7,910	\$1,460	\$86,940
3000	PRELIMINARY DESIGN																	
3001	Basis of Design Report	0	9	29	75	140	102	154	6	3	722	\$82,330	\$400	\$1,000	\$0	\$0	\$50	\$83,780
3002	30% Design Drawings	0	7	14	105	112	60	169	463	34	1,347	\$125,420	\$600	\$2,500	\$0	\$0	\$130	\$128,650
	Subtotal:	0	16	43	180	251	162	323	469	37	2,069	\$207,750	\$1,000	\$3,500	\$0	\$0	\$180	\$212,430
4000	EQUIPMENT PROCUREMENT																	
4001	Procurement Packages (MF and RO)	0	6	12	42	108	116	0	12	2	298	\$49,800	\$0	\$0	\$0	\$0	\$0	\$49,800
	Subtotal:	0	6	12	42	108	116	0	12	2	298	\$49,800	\$0	\$0	\$0	\$0	\$0	\$49,800
5000	DETAILED DESIGN																	
5001	60% Design	6	39	105	307	286	596	439	909	32	2,718	\$378,440	\$2,700	\$1,500	\$0	\$0	\$80	\$382,720
5002	100% / Final Design	6	23	86	254	233	646	336	662	32	2,279	\$320,330	\$2,500	\$735	\$0	\$0	\$40	\$323,605
5004	Transient Analysis	0	0	4	12	0	80	4	0	2	102	\$15,310	\$200	\$0	\$0	\$0		\$15,510
5005	Acoustic Analysis	0	0	2	4	0	80	0	0	2	88	\$12,650	\$200	\$0	\$0	\$0		\$12,850
5006	Opinion of Probable Construction Costs	0	0	0	0	0	80	16	0	0	96	\$13,090	\$0	\$0	\$0	\$0	\$0	\$13,090
	Subtotal:	12	62	197	577	519	1482	795	1571	68	5,283	\$739,820	\$5,600	\$2,235	\$0	\$0	\$120	\$747,775
6000	BID PHASE SERVICES																	
6000	Bid Phase Services	0	10	22	7	27	52	58	115	0	291	\$38,200	\$0	\$0	\$0	\$0	\$0	\$38,200
	Subtotal:	0	10	22	7	27	52	58	115	0	291	\$38,200	\$0	\$0	\$0	\$0	\$0	\$38,200
	TASK ORDER 2 SUBTOTAL:	18	127	330	848	963	1895	1323	2210	128	8,430	\$1,109,240	\$7,500	\$8,235	\$18,500	\$7,910	\$1,760	\$1,153,145
7000	ADDITIONAL SERVICES																	\$46,855
	TASK ORDER 2 TOTAL:	18	127	330	848	963	1895	1323	2210	128	8,430	\$1,109,240	\$7,500	\$8,235	\$18,500	\$7,910	\$1,760	\$1,200,000



**AGRICULTURE MEMBRANE PLANT
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APPENDIX A

**GOLDEN TRIANGLE LAND SURVEYING, INC
SCOPE OF WORK**

Golden Triangle

Land Surveying, Inc.

Resolution No. 2014-152
EXHIBIT 1
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August 21, 2014

Brad Sours
Black & Veatch Corporation
300 Rancheros Drive, Suite 250
San Marcos, CA 92069

RE: AGRICULTURE MEMBRANE PLANT (AMP) CITY OF ESCONDIDO
SURVEYING PROPOSAL

Dear Mr. Sours

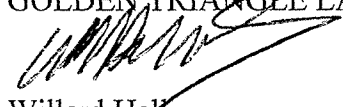
This office would like to provide the surveying required for the completion of the above project. I have enclosed a proposal of the surveying items that are normally required to complete a project.

Aerial survey	\$ 2,600
1 foot contours at 20 scale; 100 feet outside of project limits	
Aerial survey ground control	\$ 1,590
City of Escondido Vertical and Horizontal datum	
Total cost	\$ 4,190
Black and White Ortho	ADD \$ 350
Color Ortho	ADD \$ 600
Topographic field survey of Utilities onsite, Utilities out in the two streets	\$ 3,120
provide ascii file to your office with XYZ coordinates	
Tie in Property Corners of Major Angle points of surrounding housing	
tracts boundary points. Does not include property corners of subject site	
or property line survey of this project.	

The proposal we have prepared is for specific items. However, if you require any further items or a deletion of any proposal item please call with your request.

Sincerely,

GOLDEN TRIANGLE LAND SURVEYING, INC.


Willard Hall
President

1298 Navel Place, Vista, CA 92081
Ph 760-758-7725 – fax 760-758-7726, license LS 6788 exp 09/30/2014



**AGRICULTURE MEMBRANE PLANT
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APPENDIX B
WEST COAST GEOTECHNICAL CONSULTANTS, INC.
SCOPE OF WORK

**WEST COAST
GEOTECHNICAL CONSULTANTS, INC.**

Resolution No. 2014-152
EXHIBIT 1
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PHONE: (760) 746-3592
FAX: (760) 754-2600

423 HALE AVENUE
ESCONDIDO, CA. 92029

October 15, 2013

Mr. Victor Tsai, P.E.
Black & Veatch Corporation
300 Rancheros Drive, Suite 250
San Marcos, CA 92069

Project: Proposed Advanced Water Treatment
Pilot Plant
2500 Block, E. Washington Avenue
Escondido, California

Subject: Second Proposal for Geotechnical Investigation and Report
(Prevailing wage required)

Dear Mr. Tsai:

Thank you for this opportunity to provide you with our proposal to perform a geotechnical investigation and report for the above referenced project.

I. Project Description

The proposed project is currently referred to as the Advanced Water Treatment Pilot Plant (AWTPP). It will be the construction of a water treatment facility that will be used to treat effluent for agricultural use. When completed, the facility is anticipated to include an influent pump station, chemical storage and feed systems, various filtration and treatment devices, and transmission pumping equipment. It is our intention to conduct a subsurface exploration program that would cover the entire site. The results of the laboratory work would also address the full site. However, the scope of our analysis and report, as requested by Black & Veatch, would be limited to the MF/RO facility structure.

Client Initials

Proposal No. 2
AWTPP - Escondido

Page 2
October 15, 2013

The project site encompasses approximately 4 acres located on the northwest side of the 2500 block of East Washington Avenue, in the City of Escondido, California. The area to be addressed in the report under this proposal occurs within the southwestern half of the site. The site vicinity can be found in the northwest quarter of grid D-6, page 1110 of the Thomas Brothers Guide for San Diego County.

II. Scope of Work

Task A:

- 1) We will review readily available non-proprietary literature pertinent to the project site. We will review proprietary documents or plans furnished to us by others.
- 2) We will perform a surface reconnaissance to select the location of our subsurface exploration.
- 3) We will notify Underground Service Alert to have utilities “marked out”.
- 4) We will coordinate and attend a joint utilities site meeting.
- 5) We will file a boring permit for three (3) 50-foot-deep borings with the Department of Environmental Health (DEH) Well Permit Desk.

Proposal No. 2
AWTPP - Escondido

Page 3
October 15, 2013

Task B:

- 1) Three small diameter (8- to 10-inch diameter) borings will be drilled to depths of 50 feet unless rock or other conditions that inhibit excavation are experienced at a shallower depth. The borings will be terminated at depths between 30 and 50 feet if competent soil materials are encountered.
- 2) Three small diameter borings will be drilled to depths of 15 feet unless rock or other conditions that inhibit excavation are encountered at shallower elevations.
- 3) Anticipated boring locations are presented as an attachment at the end of this proposal.
- 4) Standard Penetration Tests (SPT) will be performed in the borings.
- 5) Relatively undisturbed ring samples and bulk samples will be retrieved from the boring excavations.
- 6) The excavations will be backfilled after sampling is completed.

Task C:

- 1) Laboratory testing will be conducted on samples retrieved from the exploratory excavations. We anticipate that the following tests will be performed:
 - Twelve (12) in-place density and moisture determinations;
 - One (1) laboratory compaction test;
 - Two (2) direct shear tests;
 - One (1) consolidation test;
 - Six (6) mechanical sieve analysis
 - Two (2) Expansion Index Tests; and
 - Two (2) Corrosivity Suites.

Testing will depend on the types of soil materials encountered. Accordingly, laboratory tests may be added or substituted.

Task D:

- 1) We will prepare a Draft Report of Geotechnical Investigation for review and comments. This report will provide design and construction recommendations only for the MF/RO facility structures. It is our understanding that "Black & Veatch" will define all of the parameters necessary (size, location and loading of structures) for "West Coast" to furnish final design level foundation recommendations. A final version of the report (Task E) would be submitted addressing the Engineers and Owners review comments.
- 2) The draft report will describe the surficial site conditions and the subsurface geologic materials encountered at the AWTPP location.
- 3) The draft report will present the results and interpretations of the acquired field data and laboratory testing.
- 4) The draft report will address potential geologic hazards including fault rupture, seismic shaking, liquefaction, slope stability and permanent ground deformation.
- 5) The draft report will provide recommendations for grading, site preparation and remedial earthwork to improve structural support.
- 6) The draft report will furnish soil parameters for foundation design including allowable soil bearing value, coefficient of friction, passive pressure and minimum embedment depth. It will present seismic site class and values based on CBC 2010.
- 7) The draft report will discuss potential construction challenges including shallow groundwater and shallow bedrock.

Proposal No. 2
AWTPP - Escondido

Task E:

- 1) We will prepare a final version of the Report of Geotechnical Investigation.
- 2) The report would be prepared after final structural design and drawings are near completion.
- 3) The report would provide revisions to the soil parameters for foundation design (allowable soil bearing value, coefficient of friction, passive pressures) based on actual size, location and loading of structures as furnished by others.
- 4) The report would address the comments presented by the Owner and our Client regarding their review of the draft report.

III. Payment of Services

We will invoice our client for each Task described above upon completion of said Task. Invoices are due and payable on receipt of invoice. The not to exceed fees for each Task are presented below.

Task A.....	\$ 1,600.00
Task B.....	\$ 8,800.00
Task C.....	\$ 2,100.00
Task D.....	\$ 4,200.00
Task E.....	\$ <u>1,800.00</u>
Total \$	18,500.00

**WEST COAST
GEOTECHNICAL CONSULTANTS, INC.**

Client Initials

Proposal No. 2
AWTPP - Escondido

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October 15, 2013

IV. Responsibilities By Others

The Client or Owner shall provide West Coast Geotechnical Consultants, Inc. written permission to enter the properties. The client or Owner will provide access through any gates or fences that secure the properties.

The Client or Owner shall provide us with the locations, size, configuration and loading of structures prior to the draft version of our report.

V. Additional Services

- Attendance to meetings not described above would be performed on an “as-requested” basis at \$140.00 per hour.
- Review, approval or stamping of construction documents would be performed on an “as requested” basis at \$140.00 per hour.

VI. Work Excluded

- Repair to unmarked or improperly marked utilities;
- Repair/replacement of damaged vegetation;
- Observation and/or engineering services performed during grading, backfilling or construction;
- Any analysis, evaluation or opinion concerning hazardous materials or contaminated soils; and
- An in-depth analysis and recommendations by a corrosion Engineer.

VII. Existing Utilities

West Coast Geotechnical Consultants, Inc. will call the Underground Service Alert of Southern California prior to our subsurface exploration. However, private utility lines, including but not limited to water, sewer and gas service lines, irrigation lines, leach lines, etc., are generally not “marked out” by the local municipalities. We shall not be responsible for any damage to unmarked or improperly marked utilities. We would be happy to meet with the property owners agent or the grounds manager so that they may direct us away from known utilities

VIII. General Terms and Conditions

1. Changes to the “Agreement” shall be in writing agreed to and signed by both parties.
2. This Agreement shall become an integral part of any contract for the aforementioned project.
3. Client agrees to pay all court costs and reasonable attorney’s fees in the event of default, if this agreement is turned over to an attorney for enforcement or collection.
4. Nothing herein or otherwise shall be construed as a warranty, express or implied on the part of **West Coast Geotechnical Consultants, Inc.** **West Coast Geotechnical Consultants, Inc.** does not intend to give any opinion whatsoever as to local city, county, or state rules and regulations which may have an impact on the buildability or value of the subject property.

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October 15, 2013

5. This Agreement shall be governed by the laws of the State of California, and jurisdiction will be in the North County Judicial District of San Diego County, regardless of where the actual site of property in question is located.
6. The recommendations made in our reports are applicable to the site at the time the reports were prepared. It is the responsibility of the owner/developer to insure that these recommendations are carried out in the field.
7. The conclusions and recommendations provided in the reports have been based on all available data obtained from our field investigation and laboratory analysis, as well as our experience with the soils and formational materials located in the general area. The materials encountered on the project site and utilized in our laboratory testing are believed representative of the total area, however, earth materials may vary in characteristics between excavations.
8. Of necessity, we must assume a certain degree of continuity between exploratory excavations, borings and/or natural exposures. It is necessary, therefore, that all observations, conclusions and recommendations be verified during the grading operation.
9. It is not possible to predict with certainty the future performance of a property. The future behavior of the site is also dependent on numerous unpredictable variables such as earthquakes, rainfall, and on-site drainage patterns
10. The firm of **West Coast Geotechnical Consultants, Inc.** shall not be held responsible for changes to the physical conditions of the property such as addition to fill soils or changing drainage patterns which occur subsequent to issuance of the reports.

Proposal No. 2
AWTPP - Escondido

11. Owner/developer should locate and clearly mark all underground utilities prior to construction activities. **West Coast Geotechnical Consultants, Inc.** shall not be responsible for any damage to utilities.
12. This firm prepares the reports in accordance with generally accepted engineering practices and makes no other warranties, either express or implied, as to the professional advice provided under the terms of the agreement and included in the reports.
13. Neither the professional activities of **West Coast Geotechnical Consultants, Inc.** nor the presence of our employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. **West Coast Geotechnical Consultants, Inc.** and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for job site safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor.
14. **West Coast Geotechnical Consultants, Inc.** shall have the right to retain one or more professional consultant(s) as an independent advisor to **West Coast Geotechnical Consultants, Inc.** **West Coast Geotechnical Consultants, Inc.** will be solely responsible for payment of the consultant, and no contractual relationship shall arise between Client and the consultant. The extent of the consultant's liability for performance of its professional services shall be limited pursuant to the contract between **West Coast Geotechnical Consultants, Inc.** and the consultant.

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AWTPP - Escondido

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October 15, 2013

15. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and **West Coast Geotechnical Consultants, Inc.** agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbonding mediation unless the parties mutually agree otherwise.

The Client and **West Coast Geotechnical Consultants, Inc.** further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

16. It is intended by the parties to this agreement that **West Coast Geotechnical Consultants, Inc.**'s services in connection with the Project shall not subject **West Coast Geotechnical Consultants, Inc.**'s individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against **West Coast Geotechnical Consultants, Inc.**, a California corporation, and not against any of **West Coast Geotechnical Consultants, Inc.**'s individual employees, officers or directors.
17. This agreement shall not create any rights or benefits to parties other than the Client and **West Coast Geotechnical Consultants, Inc.**, except such other rights as may be specifically called for herein.
18. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

**WEST COAST
GEOTECHNICAL CONSULTANTS, INC.**

Client Initials

Proposal No. 2
AWTPP - Escondido

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October 15, 2013

If this agreement meets with your approval, please initial each page, complete the agreement block below and return one copy to this office within 60 days of receipt.

If you have any question regarding our charges, please do not hesitate to contact the undersigned.

Respectfully submitted,

WEST COAST GEOTECHNICAL CONSULTANTS, INC.

Vincent W. Gaby, CEG 1755, Expires 7-31-15
Engineering Geologist

Attachments: Fee Schedule, Boring Locations
Distribution: (1) Addressee

VWG/dfg

I HAVE READ THE PRECEDING AND AGREE TO ALL THE TERMS AND CONDITIONS HEREIN.

AGREED TO THIS _____ DAY OF _____, 2013

BY: _____
(Print Name and Title)

ADDRESS: _____ WK PH: _____

(Street) FAX: _____

(City, State, Zip) CELL: _____

BY: _____
(Signature)

**WEST COAST
GEOTECHNICAL CONSULTANTS, INC.**

Client Initials

FEE SCHEDULE

FIELD AND LABORATORY RATES *(Effective July 1, 2013 through June 30, 2014)*

PROFESSIONAL SERVICES

Principal Engineer/Geologist.....	\$ 160.00 hr.
Registered Engineer.....	\$ 140.00 hr.
Certified Engineering Geologist.....	\$ 140.00 hr.
Staff Engineer/Geologist.....	\$ 110.00 hr.

TECHNICAL SERVICES

Field Technician with Mobile Laboratory or Nuclear Gauge.....	\$ 86.00 hr.*
Registered Special Inspector - (Concrete, Masonry, Pre-stress).....	\$ 98.00 hr.*
Registered Special Inspector - (Pile Driving, Deep Foundations).....	\$ 102.00 hr.*
Concrete Field Technician.....	\$ 86.00 hr.*
Sample Pick-up/Delivery (Concrete, Grout, Mortar, Soil).....	\$ 60.00 hr.
Technical Typing/Clerical.....	\$ 50.00 hr.
Drafting.....	\$ 50.00 hr.

* Projects that begin after June 30, 2014 may be subject to an increase on these services depending on State of California D.I.R. determinations.

LABORATORY TESTS

In-Place Density/Moisture Content.....	\$ 30.00 ea.
Moisture Content.....	\$ 20.00 ea.
Direct Shear Test - (3 points).....	\$ 180.00 ea.
Laboratory Compaction - (4 inch diameter mold).....	\$ 140.00 ea.
Laboratory Compaction - (6 inch diameter mold).....	\$ 170.00 ea.
Check Point.....	\$ 60.00 ea.
Expansion Test - (U.B.C. Method).....	\$ 140.00 ea.
Consolidation Test.....	\$ 210.00 ea.
Sieve Analysis.....	\$ 80.00 ea.
Hydrometer Analysis.....	\$ 180.00 ea.
Sand Equivalent.....	\$ 80.00 ea.
Plastic Index/Liquid Limit.....	\$ 140.00 ea.

FIELD AND LABORATORY RATES
(Effective July 1, 2013 through June 30, 2014)

OVERTIME

Overtime will be charged at 1.5 times the regular hourly rate except for Sundays, Holidays or work over 12 hours per day which will be charged at 2.0 time the regular hourly rate per hour. Overtime is any time over an eight hour day and all day Saturday, Sunday and Holidays,. Holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Our regular working hours are from 7:00 a.m. to 4:00 p.m. Monday through Friday.

MINIMUM CHARGE

The minimum charge for any field work performed, except Registered Special Inspectors, will be two hours per day. The minimum charge for special inspection will be four hours per day. Special inspection over four hours will be invoiced at eight hours.

MILEAGE

Travel mileage over 25 miles from our office will be charged at \$.55 per mile.

COPYING CHARGE

Additional copies of previously issued reports will be invoiced on a time-and-material basis with a minimum charge of \$25.00.

OUTSIDE SERVICES

Work not performed by this laboratory will be charged at cost plus 20%.

COURT APPEARANCE DEPOSITION AND PREPARATION

Engineer or Geologist..... \$ 280.00 hr.
Supervisor or Technician..... \$ 160.00 hr.



EXPLANATION

- DB
DEEP BORING - Maximum Depth 50 feet
- SB
SHALLOW BORING - Maximum Depth 15 feet

**AGRICULTURE MEMBRANE PLANT
SCOPE OF WORK – TASK ORDER NO. 3**
CITY OF ESCONDIDO

APPENDIX C
MAK DESIGN LANDSCAPE ARCHITECTURE
SCOPE OF WORK

Mr. Brad O. Sours
Black & Veatch Corporation
300 Rancheros Drive, #250
San Marcos, CA 92069

August 20, 2014

Brad,

Thank you for the opportunity to submit this proposal for the landscape design for the Escondido Agriculture Membrane Plant (AMP) project. Based on our conversation and your emails, MAK Design's scope of work would be as follows:

Design Criteria: At this time the client's design criteria are undefined but we assume some general goals could be:

1. Integration of the facility landscaping and architecture into the surrounding residential neighborhood using native and Mediterranean-type ornamental plantings commonly found in local landscaping.
2. Screening of facility buildings from adjacent residences and roads initially using fast-growing evergreen shrubs at the lower and middle heights along the project's margins. Upper levels would be gradually screened with evergreen trees over the next 3-5 years as their canopies grow and spread into the higher sightlines.
3. Selection of plants that will perform well with little maintenance and low water use. In addition to the screening requirements, plants should be located and spaced so that crowding is minimized and long-term root growth does not damage paving, utilities or walls. Selected plants should be adapted to southern California's dry summers and mild winters.
4. Use an automatic, subsurface irrigation system for all plantings with rigid pvc pipe & fittings, low-volume sprinkler heads, remote control valves, a weather-based controller, and rain sensor.
5. The high visibility of the project entry point(s) could be an opportunity to display water-conserving plantings and techniques for public reference.

Scope of Work:

1. Conceptual Design – MAK Design will provide assistance in the formulation of two conceptual design options in conjunction with Black & Veatch staff.
2. Preliminary Design _MAK Design will provide input for the Basis of Design Report for landscape design requirements including vegetation recommendations and irrigation design parameters.
3. Public Meetings – Upon selection of a conceptual design, MAK Design shall produce a presentation drawing for use in two public meetings.
4. Detailed Design – MAK Design shall submit 30%, 60%, & 100% level design landscape and irrigation drawings and specifications for client and jurisdictional review and approval.

MAK DESIGN
Landscape Architecture

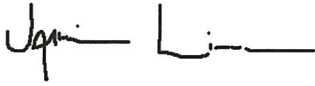
Resolution No. 2014-152
EXHIBIT 1
Page 38 of 49

Our fee for the above landscape design services is \$8,235.00. The fee is based on Black & Veatch providing the following items & services to MAK Design:

1. Electronic base (Including topographic, utility, building footprint, etc.) information in AutoCad v. 2008.
2. Geotechnical and/or agricultural soils reports and plans.
3. Architectural plans and elevations.
4. Point-of-connection (P.O.C) information for irrigation controller and water locations.
5. Plotting service.
6. Black & Veatch graphic standards/sheet format if desired.

We can begin work immediately upon acceptance of this proposal. Please call or email me with questions when you receive this. I look forward to talking with you soon.

Sincerely,



James Lievers, L.L.A.
Principal
CA. Reg. No. 3690
760.715.0732
jlieves@cox.net



Resolution No. 2014-152
EXHIBIT 1
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**AGRICULTURE MEMBRANE PLANT
SCOPE OF WORK – TASK ORDER NO. 3**
CITY OF ESCONDIDO

APPENDIX D
PRELIMINARY DRAWING LIST

CITY OF ESCONDIDO
AGRICULTURE MEMBRANE PLANT - DETAILED DESIGN
PRELIMINARY SHEET LIST

SHEET NO.	DRAWING NO.	SHEET TITLE	DESIGN SUBMITTAL MATRIX		
			Conceptual Design	30% Design	60% Design
General					
1	G-1	Cover Sheet		X	X
2	G-2	Drawing List and General Notes		X	X
3	G-3	General Notes and Code Classification		X	X
4	G-4	Legend and Abbreviations		X	X
5	G-5	Process Flow Diagram		X	X
6	G-6	Design Criteria	X	X	X
Civil					
7	C-1	Site Plan	X	X	X
8	C-2	Enlarged Grading and Paving Plan I		X	X
9	C-3	Enlarged Grading and Paving Plan II		X	X
10	C-5	Enlarged Yard Piping Plan I		X	X
11	C-6	Enlarged Yard Piping Plan II		X	X
12	C-7	Pipeline Profiles			X
13	C-8	Horizontal Control Plan			X
14	C-9	Yard Structures Plans and Sections			X
15	C-10	Tubular Steel Fence Details			X
16	C-11	Site Wall Details			X
17	C-12	Civil Details 1			X
18	C-13	Civil Details 2			X
Landscape (MAK Design)					
19	L-1	Landscape Concept Plan		X	X
20	L-2	Landscape Irrigation Plan		X	X
21	L-3	Landscape Planting Details		X	X
22	L-4	Landscape Irrigation Details		X	X
Architectural					
23	A-1	MF/RO Life Safety Plan		X	X
24	A-2	MF/RO Process Building Floor Plan		X	X
25	A-3	MF/RO Process Building Roof Plan		X	X
26	A-4	MF/RO Process Building Elevations		X	X
27	A-5	MF/RO Process Wall Sections		X	X
40	A-6	Building Schedules		X	X
28	A-7	Miscellaneous Details		X	X
Structural					
29	S-1	General Structural Notes			X
30	S-2	Std Concrete Joint Details			X
31	S-3	Std Concrete Reinf Details			X
32	S-4	Typ Masonry Wall Reinf Details			X
33	S-5	Typ Masonry Lintel & Jamb Details			X
34	S-6	Steel Framing & Connection Details			X
35	S-7	Guardrail & Handrailing Details			X
36	S-8	Typical Stair Details			X
37	S-9	Pipe Support Details			X
38	S-10	MF/UF/RO Process Building Foundation Plan			X
39	S-11	MF/UF/RO Process Building Roof Framing Plan			X
40	S-12	MF/UF/RO Process Building Sections I			X
41	S-13	MF/UF/RO Process Building Sections II			X
42	S-14	MF/RO Chemical Storage and Feed Facility Plans			X
43	S-15	MF/RO Chemical Storage and Feed Facility Sections			X
44	S-16	MF/RO CIP Chemical Storage and Feed Facility Plans			X
45	S-17	MF/RO CIP Chemical Storage and Feed Facility Sections			X
46	S-18	Agriculture Pump Station and Wetwell Plan			X
47	S-19	Agriculture Pump Station and Wetwell Sections			X



CITY OF ESCONDIDO
AGRICULTURE MEMBRANE PLANT - DETAILED DESIGN
PRELIMINARY SHEET LIST

SHEET NO.	DRAWING NO.	SHEET TITLE	DESIGN SUBMITTAL MATRIX		
			Conceptual Design	30% Design	60% Design
Mechanical Process					
		AMP Facilities			
48	M-1	MF Process Area Mechanical Plan		X	X
49	M-2	RO Process Area Mechanical Plan		X	X
50	M-3	CIP Area Mechanical Plan		X	X
51	M-4	Chemical Feed System Mechanical Plan		X	X
52	M-5	Mechanical Sections			X
53	M-15	Inter-Process Storage Tank, RO Pump Station and Cartridge Filter Plan		X	X
54	M-16	Inter-Process Storage Tank, RO Pump Station and Cartridge Filter Sections			x
55	M-7	Mechanical Details - MF			X
56	M-8	Mechanical Details - RO			X
57	M-9	Mechanical Details - CIP & Chemical Feed Systems			X
		Agricultural Pump Station			
58	M-12	Mechanical Floor Plan		X	X
59	M-13	Mechanical Sections			X
60	M-14	Mechanical Details			X
Mechanical Plumbing					
61	P-1	Mechanical Plumbing Legend, Abbreviations and Notes			X
62	P-2	Schedules			X
63	P-3	Site Plumbing Plan			X
64	P-4	MF/RO Process Building Plumbing Plan			X
65	P-5	MF/RO Process Building Water Schematics and Riser Diagrams			X
66	P-6	MF/RO Chemical Storage and Feed Plumbing Plan			X
67	P-7	MF CIP and RO CIP Plumbing Plan			X
68	P-8	Plumbing Details			X
Mechanical HVAC					
69	H-1	HVAC Legend, Abbreviations and Notes			X
70	H-2	HVAC Schedules			X
71	H-3	MF/RO Process Building HVAC Plan		X	X
72	H-4	HVAC Details			X
Electrical					
73	E1	Legend, Abbreviations and Notes		X	X
74	E2	Power Distribution Functional Diagram		X	X
75	E3	Site Plan		X	X
76	E4	Duct Bank Sections and Schedules			
77	E5	MCC One-Line Diagrams			
78	E6	MCC One-Line Diagrams			
79	E7	MCC One-Line Diagrams			
80	E8	Miscellaneous One-Line Diagrams			
81	E9	Miscellaneous One-Line Diagrams			
82	E10	Control System One-Line Diagrams			
83	E11	Control System One-Line Diagrams			
84	E12	Schematics			
85	E13	Schematics			
86	E14	Fixture & Panel Schedules			
87	E15	MF/RO Process Building Lighting Plan			
88	E16	MF/RO Chemical Storage and Feed Facility Power and Lighting Plan			
89	E17	MF and RO CIP Power and Lighting Plans			
90	E18	Agriculture Pump Station and Wetwell Power and Lighting Plan			
91	E19	Engine-Generator Power Plan			
92	E20	Miscellaneous Details			



CITY OF ESCONDIDO
AGRICULTURE MEMBRANE PLANT - DETAILED DESIGN
PRELIMINARY SHEET LIST

SHEET NO.	DRAWING NO.	SHEET TITLE	DESIGN SUBMITTAL MATRIX		
			Conceptual Design	30% Design	60% Design
Instrumentation					
93	I1	Legend, Abbreviations and Notes		X	X
94	I2	Legend, Abbreviations and Notes		X	X
95	I3	Legend, Abbreviations and Notes		X	X
96	I4	PID - Control Block Diagram		X	X
97	I5	PID - MF System		X	X
98	I6	PID - MF Modules		X	X
99	I7	PID - RO System		X	X
100	I8	PID - RO Train Detail I - Feed Pump		X	X
101	I9	PID - RO Train Detail II - RO Vessels		X	X
102	I10	PID - RO Train Detail III - RO Permeate		X	X
103	I11	PID - RO Train Detail IV - RO Reject		X	X
104	I12	PID - Inter-Process Storage Tank and Filtration		X	X
105	I13	PID - RO Transfer Pump Station		X	X
106	I14	PID - RO Feed Pretreatment		X	X
107	I15	PID - RO Cartridge Filters		X	X
108	I16	PID - RO Flush Pump Station		X	X
109	I17	PID - Agriculture Pump Station		X	X
110	I18	PID- Ammonium Sulfate Storage and Feed		X	X
111	I19	PID - Sodium Hypochlorite Storage		X	X
112	I20	PID - Sodium Hypochlorite Metering Pumps Sheet 1		X	X
113	I21	PID - Sodium Hypochlorite Metering Pumps Sheet 2		X	X
114	I22	PID - Sulfuric Acid Storage		X	X
115	I23	PID - Sulfuric Acid Metering Pumps		X	X
116	I24	PID - Antiscalant Storage and feed		X	X
117	I25	PID - Sodium Hydroxide Storage		X	X
118	I26	PID - Sodium Hydroxide Metering Pumps		X	X
119	I27	Instrumentation Details			X
120	I28	Instrumentation Details			X
121	I29	Instrumentation Details			X

**AGRICULTURE MEMBRANE PLANT
SCOPE OF WORK – TASK ORDER NO. 3**
CITY OF ESCONDIDO

APPENDIX E

DRAFT SPECIFICATION TABLE OF CONTENTS

CITY OF ESCONDIDO AGRICULTURE MEMBRANE PLANT

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Labor and Material Bond	A-00620
Business License	A-00630
Worker's Compensation	A-00660
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CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 19

Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Christopher McKinney, Director of Utilities

SUBJECT: Designation of Authorized Representative for Clean Water State Revolving Fund Loans for the Recycled Water and Potable Reuse Program

RECOMMENDATION:

The Utilities Department requests that Council adopt Resolution No. 2014-135 authorizing the Director of Utilities or his designee to sign on behalf of the City, Financial Assistance Applications for low-interest loans from the Clean Water State Revolving Fund (SRF) for two construction projects: 1) \$7 million for the Easterly Recycled Water Mains and Brine Line; and 2) \$19 million for the Micro Filtration / Reverse Osmosis (MFRO) Facility for Agriculture. These two projects are components of the Agricultural Recycled Water and Potable Reuse Program.

FISCAL ANALYSIS:

There is no fiscal impact of the proposed resolution beyond the staff time required to complete the applications. If the Council authorizes the loan applications and if the applications are approved by the State Department of Water Resources, the Utilities Department will ask the Council at a future meeting to approve agreements to receive loan funds and to commit to loan repayment.

PREVIOUS ACTION:

On February 14, 2014, the Council gave conceptual approval to the Utilities Department's program to expand the recycled water system to serve large agricultural customers and to move toward potable reuse of recycled water (the Agricultural Recycled Water and Potable Reuse Program).

BACKGROUND:

The SRF Loan Program requires a representative who has been authorized by resolution to sign on behalf of the City and submit application materials, certify compliance with applicable state and federal laws, execute the financial assistance agreement and amendments, and certify disbursement requests.

The following illustrates the financial impact of these loans assuming that the Council approves submission of an application with Resolution 2014-135 and assuming that the Council approves accepting the loan funds at a later date.

Designation of Authorized Representative for SRF Loan Program

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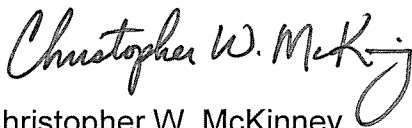
The Debt Coverage Ratio of the Wastewater Fund – the fund that would receive future loan money via these applications – was 1.59 in FY 2014. The Wastewater Fund's net revenue was \$10.6 million in FY 2014 and the net required revenue to meet the minimum debt coverage ratio of 1.15 was \$7.7 million. Therefore, in FY 2014 net revenues were \$2.9 million in excess of that required to meet minimum debt coverage.

The present interest rate for SRF loans for RW projects is 1.0% annually. If the City borrows \$26 million through this program to fund these two projects, annual payments to cover the debt will be \$1.44 million and total interest over the 20-year repayment term will be \$2.8 million. The Wastewater Fund's debt service requirement will increase by \$1.66 million (i.e., \$1.44 million x 1.15).

Given that the Wastewater Fund had \$2.9 million in excess of that required to meet its debt coverage, there is sufficient excess revenue to cover this proposed debt without the need to further increase revenue (i.e. rate increases). However, these projects represent only two of approximately 30 projects planned under the Agricultural Recycled Water and Potable Reuse Program. As future projects are considered by Council, future rate increase will be necessary if other projects in the program are to proceed as scheduled.

Staff will continue to investigate other funding opportunities, including grants and other low-interest loans that may be available for the balance of projects within the Recycled Water and Potable Reuse Program.

Respectfully submitted,

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

Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2014-135

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE UTILITIES DIRECTOR
OR HIS DESIGNEE, TO BE THE CITY'S
REPRESENTATIVE FOR THE STATE
REVOLVING FUND (SRF) LOAN PROGRAM

WHEREAS, the City of Escondido ("City") is interested in participating in the State Water Resources Control Board's ("SWRCB") low-interest loan program for projects contained within the Agricultural Recycled Water and Potable Reuse Program; and

WHEREAS, the City is prepared to file applications with the State for two construction projects within the Program: 1) Easterly Recycled Water Mains and Brine Line; and 2) Micro Filtration / Reverse Osmosis ("MFRO") Facility for Agriculture; and

WHEREAS, the City is required by the State to designate and authorize by resolution a specific representative to act on the City's behalf for this loan program; and

WHEREAS, the State desires to enumerate the specific duties of this representative as part of this resolution.

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

1. That City Council of the City of Escondido authorizes the Director of Utilities or his designee to sign and file for, on behalf of the City, Financial Assistance Applications for loans from the SWRCB in the amount of \$7 million for construction of

the Easterly Recycled Water Mains and Brine Line Project and \$19 million for construction of the MFRO Facility for Agriculture Project.

2. That City Council authorizes the aforementioned representative or his designee to certify that the City has and will comply with all applicable state and federal statutory and regulatory requirements related to any federal and state loan funds received.

3. The Director of Utilities or his designee is hereby authorized to negotiate and execute a loan contract and any amendments or change orders thereto on behalf of the City of Escondido.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 20

Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Charles Grimm, Assistant City Manager

SUBJECT: Operation and Management Agreement between the City of Escondido and the California Center for the Arts Escondido Foundation

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-139 authorizing the Mayor and the City Clerk to execute the new agreement with the California Center for the Arts Escondido Foundation (CCAEF) for use, operation and management of California Center for the Arts Escondido (CCAE), located at 340 North Escondido Boulevard.

FISCAL ANALYSIS:

Revision to the agreements will not change the existing financial operation of the CCAE.

PREVIOUS ACTION:

Three separate CCAE Management Agreements were adopted by the City Council on December 16, 2009, by Resolution 2009-179.

BACKGROUND:

The CCAE complex was opened in 1994 under an agreement approved at that time. The agreement has been modified on several occasions over the last twenty years and currently exists as three separate agreements. Currently, operation of CCAE is organized under three separate agreements for each of the major operations areas: Conference Center, Museum and Performing Arts Theaters. The CCEAF recently requested several amendments to the agreement(s) and to incorporate all three agreements into one. City staff and staff representing the Arts Center met on a number of occasions and developed the following changes:

1. Combine all three agreements into one Operation and Management Agreement;
2. Make the term of the agreement five years with an option to renew the agreement for a second five-year term;

September 24, 2014

Operation and Management Agreement between the City of Escondido and CCAEF

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3. Set the annual management fee from the City at \$700,970 including an annual escalator, subject to budget availability;
4. Allow the CCAEF to use the lawn area west of Palm Walk, upon event approval by the City of Escondido;
5. Allow the City to remove the Conference Center and lawn area from the Agreement, if the City approves a hotel west of City Hall;
6. Allow the CCAEF to promote their own events if they have separate and viable funds to cover the risk;
7. Define the authority for campus naming rights; and
8. Better clarify maintenance responsibilities.

The draft Operating Agreement was presented to both the CCAE Council Subcommittee and a CCAE Board Subcommittee. The Subcommittees recommended that the agreement be forwarded on to the Council and full CCAE Board for approval. The CCAE Board has approved the agreement. The new agreement would replace the existing three agreements and run for a five-year period, after which the agreement may be renewed.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'CG' followed by a long horizontal stroke.

Charles Grimm
Assistant City Manager

RESOLUTION NO. 2014-139

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 MANAGEMENT AGREEMENT
BETWEEN THE CITY AND THE CALIFORNIA
CENTER FOR THE ARTS, ESCONDIDO
FOUNDATION

WHEREAS, the City owns certain property known as the California Center for the Arts, Escondido ("Center") which has previously been operated by the California Center for the Arts, Escondido Foundation ("CCAEF"); and

WHEREAS, the CCAEF has been established to further advance the programs and solicits donations from individuals, groups and foundations; and

WHEREAS, the City has previously authorized the CCAEF to operate the entire Center premises under three separate operating agreements and operating models, but now wishes to streamline and coordinate operations under one management agreement; and

WHEREAS, the City Manager recommends the City enter into a single management agreement which incorporates three different management approaches for the Conference Center, Performing Arts Center, and Museum and Education Center; and

WHEREAS, the City Council desires at this time and deems it to be in the best interest to approve the Management Agreement with the California Center for the Arts,

Arts, Escondido Foundation, having a term which will expire five years from the date of execution.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendations of the City Manager.
3. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, the Management Agreement with the California Center for the Arts, Escondido Foundation, which is attached to this Resolution and incorporated by this reference as Exhibit "A".

**OPERATION
AND
MANAGEMENT AGREEMENT
FOR
THE CALIFORNIA CENTER FOR THE ARTS**

This Operation and Management Agreement ("Agreement") is made this _____ day of _____ 2014 ("Date of Execution").

Between: CITY OF ESCONDIDO
A California Public Agency
201 North Broadway
Escondido, California 92025
("City")

And: CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO
FOUNDATION
A California Nonprofit Public Benefit Corporation
340 North Escondido Boulevard
Escondido, California 92025
("CCAEF")

RECITALS

A. As a part of its redevelopment plan, City, acting through its Community Development Commission ("CDC"), designed and constructed an arts complex which opened in 1994 to provide a focal point in North San Diego County for the presentation of a variety of visual and performing arts events, to encourage other cultural activities, and to provide a venue for local events and presentations. The total complex, located at 340 North Escondido Boulevard, Escondido, California 92025, consists of theaters, educational facilities and studios, a museum, a conference center, administrative offices, exterior gardens, plazas, and grounds, and a central plant, which are collectively referred to in this Agreement as "the Center." A satellite image outlining the entire

Center is attached as “Exhibit 1” and incorporated by reference. Specific facilities and venues comprising the Center, which are included in this agreement, include the Museum and Educational Facilities and Studios, the Conference Center, and the Performing Arts Theaters.

B. On April 12, 1989, City acting through CDC caused California Center for the Arts, Escondido Foundation (“CCAEF”) to be incorporated as a California nonprofit public benefit corporation. City obtained state and federal determinations that CCAEF qualified for exemption from income tax under Revenue and Taxation Code Section 23701(d) and Internal Revenue Code Section 501(c)(3). City contemplated that CCAEF would assemble volunteer and professional personnel with special expertise, interest and commitment to the arts, and to support the facilities and activities of the Center.

C. City desires that the Center, (depicted on Exhibit 1) be managed with special expertise, to lessen the burdens of City with respect to the Center, while affording proper accountability to the citizens of Escondido on a long-term basis. The City further contemplates primary use of such facilities through rental to outside groups or promoters.

D. In 2007, the City issued new tax-exempt obligations (the “Bonds”) to refinance certain debt, the proceeds of which financed the Center. The City desires that all of the Center be operated to comply with the restrictions of Treasury Regulation § 1.141-3(b)(4)(iii)(D), applicable to the Bonds.

E. Any reference herein to prior approval by or notification of the City, whether written or otherwise, is defined as the prior written approval or notice of the City Manager, or designee.

NOW, THEREFORE, the parties agree as follows:

LICENSE AND OPERATION

1. City hereby grants to CCAEF the right to use and operate the Center, as identified in Exhibit 1, and CCAEF so agrees to operate such facilities, subject to the terms and conditions set forth in the following paragraphs.

2. CCAEF Representation of Nonprofit Good Standing. CCAEF warrants that it is a validly existing corporation in good standing with the State of California, and that it has provided the City with a copy of the resolution of the Board of Trustees of the corporation, authorizing the execution of this Agreement on behalf of CCAEF. CCAEF also warrants that it has, in conjunction with its execution of this Agreement, provided City with copies of its Articles of Incorporation, its Bylaws, and a list of names of the current members of its Board of Trustees, and any other officers of the corporation. CCAEF agrees that it will provide City with copies of any of the above documents which change in form or scope at any time during the term of this Agreement, and with any other documents which may be reasonably required by City.

3. Operation of the Facilities.

a. City engages CCAEF to use and operate the Center on behalf of the City. CCAEF accepts such appointment as an operator subject to the terms of this Agreement. To further the purposes of the City, CCAEF shall use the Center for rental to outside groups and promotional entities that rent the facility for their own events, for the display of artistic exhibitions and for educational activities, or for other appropriate uses. CCAEF shall also use the two theaters

for presentation of performing arts (dance, music, theater, and so forth) by outside groups and promotional entities that rent the facility and stage their own productions, and shall have the right to enter into contracts with such groups to fulfill this purpose. In the event CCAEF uses the two performing arts theaters for its own programming or productions, such use shall occur according to the same fee schedule used for outside groups and promotional entities. CCAEF shall not directly use the Conference Center for its own programming or productions, other than for incidental internal administrative purposes such as staff meetings, training and related activities that do not interfere with or detract from the primary purpose.

b. On behalf of the City, CCAEF shall have the exclusive right to rent and control events at the Center, distribute tickets, operate a ticket office, and charge admission for events at the Museum and Theaters. CCAEF shall also have the exclusive right to sell or to contract for the right to sell, beverages, food, confections, clothing, novelties, and publications within the Museum and Theaters as appropriate. On behalf of the City, CCAEF shall assemble, safeguard, preserve and conserve objects of art for display at the Museum. The City recognizes that a permanent art collection may be held in trust by CCAEF.

c. On behalf of the City, CCAEF may offer to lease space at the Center to other entities sharing CCAEF's vision or purpose. Such leases shall be subject to the City's prior approval and shall be executed by and between the City and the entity selected by CCAEF. Such leases between the City and the entity shall be subject to and in accordance with all the terms and conditions set forth in this agreement.

d. Tax-sharing and Other Agreements. Under a variety of tax-sharing and other agreements between the City and other agencies, the City reserves, and CCAEF agrees to honor the reservation of, a certain number of days for the parties to the agreements, pursuant to these agreements and shall cooperate with the Districts in the advance scheduling of tours, visits, or other similar use of the Center.

e. Reservation for City Use. CCAEF understands that the City needs the availability of the Center, on twenty-four (24) hours prior notice, if those facilities are not scheduled for other use by CCAEF (on behalf of the City). The City Manager or his designee shall be the City's designated agent to coordinate with CCAEF staff for City use of these facilities.

f. Political Activities. The Center shall not be utilized directly by CCAEF for the purpose of working or campaigning for the nomination or election to any public office, whether partisan or non-partisan. However, CCAEF may rent all or part of the facilities to persons or entities for political activities.

g. Self-imposed Restrictions. On behalf of the City, CCAEF may develop reasonable restrictions for the use of the facilities which are consistent with the rights of the general public, and which are designed to enable CCAEF to use the facilities for the purposes of this Agreement.

4. City Property. At all times during the term of this Agreement, the Center shall remain the absolute property of the City. No legal title or leasehold interest in the Center shall be deemed or construed to have been created or vested in CCAEF by anything contained in this Agreement. Because CCAEF is an operator organized for the

purpose of reducing the burden on government, the parties intend that CCAEF shall have no liability of any sort for payment of property taxes.

5. CCAEF Property. City agrees that all furniture, equipment, and other similar property of a personal nature which is acquired by CCAEF solely with its own resources, shall be and remain the property of CCAEF. All fixtures, i.e. items which are attached to, affixed or otherwise become part of the Center shall be property of the City.

6. Center Naming Rights. CCAEF shall have the right to name or change the name of the Center, subject to the prior written approval of the City.

7. Improvements and Alterations. CCAEF agrees to care for all alterations, additions and improvements made by the City to the Center. CCAEF agrees not to alter any existing improvements, except in accordance with plans and specifications previously submitted and approved in writing by City's designated representative. Where applicable, City shall provide CCAEF with instructions for use of equipment, and train CCAEF personnel with respect to the care of any equipment installed by City. Interior decoration and alterations for the accommodation of the ongoing operation of the Center shall be the responsibility of CCAEF and shall be subject to the reasonable prior approval of the City. Any costs of said decoration and alterations shall be borne by City, but only where the City shall have first approved of such decorations and alterations. CCAEF may request additional funding from the City for capital improvements to the Center. The costs of additional capital improvements shall be borne by the City, but only where the City shall have first approved of such capital improvements and the additional funding.

8. Waste, Damage or Destruction of Center. CCAEF shall take all reasonable measures to assure that any tenants, users, or licensees of the Center

avoid any form of waste, damage, destruction of the facilities, or make any permanent alterations of the facilities without the City's prior written consent. Such measures shall include use of written agreements, provision of insurance, and if necessary, on-site monitoring of performances, conferences, events, and other uses of the Center. In the event of any waste, damage or destruction, CCAEF shall give prompt notice to the City of any damage to the facilities within five (5) days of such damage occurring. CCAEF shall not itself commit or allow any waste or damage to the Center, or permit or any public or private nuisance. CCAEF shall keep the Center clean and clear of refuse and obstructions, and shall assure that either itself or all licensees or users dispose of all garbage, trash, and rubbish and return the Center to the condition prior to use, in a manner satisfactory to City.

9. Maintenance and Repair. On behalf of the City, CCAEF agrees to maintain and repair the facilities. CCAEF may notify the City of any repair or maintenance issues or problems which it wishes City to undertake to repair or address within fifteen (15) days, and all expenses for repairs and maintenance are the responsibility of the City and those which City determines to undertake shall be paid for by the City. For purposes of carrying out day-to-day responsibilities in implementing this paragraph, CCAEF staff and City shall regularly meet and discuss those items of maintenance and repair that both parties expect CCAEF shall undertake as well as those items of maintenance and repair which the City shall undertake.

10. Obligation of Diligent Use. CCAEF covenants to diligently perform all of its obligations under this Agreement, and to use the Center solely for the purposes described in this Agreement.

11. Presentations. CCAEF shall produce, present, or provide a wide variety of performing arts and visual presentations, and Museum and Education Facilities for a wide variety of presentations, through its own efforts or in cooperation or by agreement with performing artists, other performing arts organizations, or commercial promoters, to the end that the Center will be in operation for the benefit of the public as continuously as is reasonably feasible. CCAEF may produce, present or provide performing arts and visual presentations, subject to the requirement that the productions and presentations provide no financial risk to the City and full funding is secured before producing, presenting or providing the production(s) and/or presentation(s). Revenue received from CCAEF productions that exceeds expenses shall be retained by CCAEF and used for additional programming at the Center.

Each year, the CCAEF Charitable Trust makes distributions exclusively to CCAEF, as required by law. In the event CCAEF chooses to fund a production or presentation solely with resources derived from the CCAEF Charitable Trust, CCAEF may deposit the revenues that exceed expenditures from the trust-funded presentation into the CCAEF Charitable Trust.

12. Special Events. CCAEF may request additional funding from the City for special events at the Center. The additional costs of such special events shall be borne by the City, but only where the City shall have first approved of such special event and the additional funding.

13. Production Assistance. During those periods when CCAEF is not fully utilizing the Center for presentation, production, rehearsal, exhibitions or programs, it shall be the prerogative of CCAEF to assist other non-profit or community performing artists or groups producing cultural events. Such assistance may include promotional,

production and technical assistance as is appropriate to the particular performing artist or group utilizing the Center. CCAEF shall charge fees for production management, labor, lighting design, sound engineering, production design, or other such production or support activities which it provides to performing artists and other organizations.

14. Renting of Museum and Education Facility. On behalf of the City, CCAEF shall rent the Museum and Education Facility, or any part of it, to corporations, organizations, individuals, or others who may use the Museum and Education Facility for its intended purposes, consistent with policies adopted by CCAEF (on behalf of the City). CCAEF may charge fees for such use and for any labor, services, equipment or other items used, provided that income derived from such sources is owned by the City pursuant to Section 28, but may be utilized to help offset the Museum and Education Facility's expenses, subject to the City's prior written approval. Any such renting of the Museum and Education Facility shall be subject to the terms of this Agreement.

15. Renting of Performing Arts Theaters. On behalf of the City, CCAEF shall rent the Performing Arts Theaters, or any part of them, to corporations, organizations, individuals, or others who may use the theaters for their intended purposes, consistent with policies adopted by CCAEF (on behalf of the City). CCAEF shall charge fees which shall at least be sufficient to offset the cost of any labor, services, equipment, utilities, or other items used, including a reasonable marketplace rent for such uses. Income derived from such sources is owned by the City pursuant to Section 28, but may be utilized to help offset overall Center expenses, subject to the City's prior written approval. Any such renting of the Theaters shall be subject to the terms of this Agreement. The City may provide discounts on rent to CCAEF for those productions underwritten and presented by CCAEF on a case by case basis.

The City may also request discounts for other rental activities. In such cases, unrealized revenues will be recorded and acknowledged as the action of the City.

16. Renting of Conference Center. On behalf of the City, CCAEF shall rent the Conference Center, or any part of it, to corporations, organizations, individuals, or others who may use the Conference Center for their intended purposes, consistent with policies adopted by CCAEF. CCAEF shall charge fees for such use and for any labor, services, equipment or other items used, provided that income derived from such sources is owned by the City pursuant to Section 28 but may be utilized to help offset the Conference Center expenses, subject to the City's prior written approval. Any such renting of the Conference Center shall be subject to the terms of this Agreement.

17. Catering. CCAEF shall be permitted to use, hire or retain any catering company or caterer it reasonably chooses, consistent with the terms of this Agreement.

18. Entry and Inspection. City reserves the right to enter the Center for the purpose of viewing and ascertaining its condition, or to protect City's interests in the facilities, or to inspect the operations conducted thereon, after reasonable prior notice to CCAEF. In secure areas (as designated from time-to-time by CCAEF), City's representatives must be accompanied by CCAEF security personnel at all times.

19. Facility Schedule.

a. Each year, CCAEF shall submit to City, for its review and approval, a projected Schedule ("Schedule") which will indicate the various anticipated renting or uses of the Center, including the Conference Center, each theater, and the Museums and Educational Facilities throughout a reasonable future period. The Schedule shall be substantially accurate, and City shall have the opportunity to review and approve the Schedule solely for the purpose of assuring that the

community has appropriate and reasonable access to the facilities, to presentations, and visual arts presentations and that the various parts of the Center are being utilized effectively throughout the year. It shall be the objective of the CCAEF to present at least 2 exhibition rotations in the Museums and Educational Facilities each year. Any substantial modifications shall be subject to the reasonable approval of the City.

b. Although the City shall have the authority to approve of the Schedule, CCAEF shall have control over leasing details such as artist or group approval, performance schedule and length, and other artistic or promotional matters, including but not limited to artist and performance selection, exhibition theme and schedule, presentation and production specifics, and artistic content.

20. Price and Fee Schedule. CCAEF shall make available to City upon request of the City Manager or his designee a schedule of prices or fees for all items or facilities sold or rented at the Center; City shall have the right to approve or disapprove of such schedule.

21. Financial Reports.

a. Periodic Reports. Upon request by the City and with reasonable time to prepare, representatives of CCAEF shall present to the City Council a periodic verbal report of its activities and current plans for use of the Center and make CCAEF officials available for questions at a public meeting. Said periodic report is intended to provide an opportunity for both City and CCAEF to communicate directly their concerns and expectations with respect to the operations of the facilities, and to provide for public information and comments.

b. Annual Report. On or before the filing deadline for its Federal Tax Return for each of CCAEF's fiscal years, CCAEF shall submit to City its financial statement audited by an independent certified public accountant, who shall be jointly agreed upon by City and CCAEF. Such audited financial statement shall include an audited supplemental statement that segregates operations of the Theaters, Conference Center, Museum and Education Facilities, and other overall CCAEF operations. The segregated operations to appear in the supplement shall each include all revenues and expenses with respect to the operation of the Theaters, Conference Center, Museum and Education Facilities including the following: 1) Revenues -- for single ticket sales, subscription sales, concessions, rental income, and facility charges; and 2) Expenses -- for utilities, repair and maintenance of premises, and repair and maintenance of equipment.

c. Regular Financial Reports. CCAEF shall submit to City such regular financial reports and status reports on operations which CCAEF, in the normal course of its operations, prepares for its Board of Trustees. Said reports shall adequately describe CCAEF's financial and operational status. Such reports shall include information sufficient to comply with Section 28.

City shall have the right to review and approve (which approval shall not be unreasonably withheld) CCAEF's proposed annual operating budget in a form agreed to by both parties for the next fiscal year and to request such changes as it believes are necessary.

d. Board and Committee Meetings. CCAEF shall notify the City Manager in advance of all meetings of its Board of Trustees, whether regular or special. The City Manager or his designee shall have the right to attend any of

such meetings at their discretion. The City Manager or his designee shall serve as a member ex-officio of the CCAEF Finance Committee.

e. Information Reporting. On an ongoing basis and upon request of the City, CCAEF shall provide such other reports or information reasonably necessary for the City to review the operations of the Center and the manner in which City funds are being utilized. Such reports shall be provided in either written or oral format. The requests shall be provided, and responded to as promptly as reasonably possible depending on the information requested, and all information shall be provided and used consistent with Section 21.f.

f. Confidentiality. Whenever CCAEF provides the City with information which is exempt from public disclosure under the California Public Records Act, Government Code Section 6250 et seq., City shall cooperate with CCAEF in a good faith effort to maintain the confidentiality of such documents, to the extent allowed by law.

22. Selection, Evaluation and Work of CCAEF's Executive Director. City and CCAEF recognize that the primary employee of CCAEF responsible for implementing this Agreement on behalf of CCAEF is the CCAEF Executive Director and therefore, CCAEF agrees to permit City to participate in the process of selecting and evaluating the Executive Director, and providing final approval of any individual selected for this position. If City does not approve the appointment of the prospective Executive Director, CCAEF shall make an alternative recommendation. CCAEF also agrees that City shall provide direction to this individual, through the City Manager, on operational and financial issues, procedures for submission and approval of expenditures related to this

Agreement as well as development of contracts, schedules, fees, and other items necessary to implement the purposes of Section 3.

23. Conference Center Sale or Lease for Hotel.

In the event the Conference Center is sold or leased for a hotel, the City may take any and all steps it deems reasonably necessary to facilitate the sale or lease, including, but not limited to, the quick turnover of the Conference Center and the area known as the Great Lawn (as shown on Exhibit 1) to the Hotel. Further, Paragraph 30, Subsection (d), of this Agreement shall not apply, such that the City may immediately terminate any and all terms of this Agreement related to the Conference Center, the Great Lawn or any other terms of this Agreement as reasonably necessary to facilitate the terms of the sale or lease.

In the event that the Conference Center is sold or leased by City for development as a hotel, CCAEF and the City shall meet and discuss impacts of the sale. The City acknowledges that the Conference Center is an integral element of the Center's overall operations. The City acknowledges that from time to time the Conference Center utilizes the Great Lawn (shown on Exhibit 1). The City further acknowledges that integration of operations between the Center and Hotel would be critical to the success of both entities. Therefore, in the event the Conference Center is sold or leased for a hotel, the City agrees to work with CCAEF in good faith to develop an operating agreement between CCAEF and the hotel which would address topics including financial, employee and marketing impacts on CCAEF.

24. Compliance with Law. CCAEF agrees to comply and secure compliance with all the requirements of all municipal, county, state, and federal laws pertaining to the Center and its operations. The judgment of any court of competent jurisdiction that

CCAEF has violated any law, or CCAEF's admission that it has done so, shall be conclusive of that fact as between City and CCAEF.

Notwithstanding the foregoing, CCAEF shall not be in breach of this Agreement and City shall have no right to terminate this Agreement in the event of a minor violation of a requirement or statute if CCAEF promptly complies with the requirement or statute upon learning of such violation.

CCAEF will not knowingly take any action that would in the judgment of the City's bond counsel, adversely affect the exclusion from gross income of interest on bonds financing the Center complex for federal income tax purposes, and will cooperate with respect to any changes in the operation of the Center complex necessary to preserve the tax-exemption with respect to such bonds.

25. Nondiscrimination. CCAEF agrees that it shall not discriminate in any manner against any person or persons on account of age, race, marital status, gender, religious creed, color, ancestry, national origin, physical handicap or medical condition in CCAEF's use of the Center.

26. Provision of Insurance.

a. It is the objective of CCAEF and City to cooperate and manage risks associated with the entire Center in the most efficient and fiscally prudent manner. The parties each desire to purchase such insurance and cooperate in the management of risk and claims to properly address the risks associated with the ownership and operation of the entire Center. To that extent, the parties agree as follows:

b. Annual Review. The City and CCAEF will meet annually to confer about insurance needs and agree on purchase of such insurance, either

comprehensive general liability or an umbrella policy to cover the interests of both parties. The City and CCAEF shall agree on the manner in which premiums are apportioned among them depending upon the nature and cost of the insurance. To the extent possible, insurance coverage shall be obtained in accordance with the management and operation related liabilities which are generally the responsibility of CCAEF, and in accordance with the City's ownership of the facilities.

c. Defense of Claims. CCAEF shall immediately investigate and prepare necessary documentation of all incidents occurring at the Center which may give rise to liability of either CCAEF or the City, and shall promptly report such incidents to the City.

To the extent claims arising out of incidents occurring at the Center are filed against City pursuant to the California Government Tort Claims Act (Government Code Section 810 et seq.), the City through its legal representatives shall process and defend such claims.

d. Workers' Compensation Insurance. CCAEF shall at all times maintain and demonstrate proof of Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended.

27. Risk Management and Indemnification.

a. CCAEF shall engage in risk management activity to the greatest extent possible, to minimize the possibility of incurring liability. Such activities shall include, but not be limited to cooperating with the City's legal representatives to assure that both City and CCAEF are indemnified and held

harmless to the maximum extent possible in any agreements with third parties, and adjusting operations to avoid exposure to liability.

b. Mutual Indemnification. CCAEF shall indemnify, defend and hold harmless the City and its officers, employees and agents, from all liability or claim of liability arising by reason of injury or damage to property and/or persons, including death, occurring as a result of CCAEF's obligations under this Agreement, including any damage or liability arising out of the actions or negligence of CCAEF's agents or employees, or arising out of any condition of CCAEF property, or the conduct of CCAEF's operations, with or without regard to the performance of this Agreement.

c. City shall indemnify, defend, and hold harmless CCAEF and its officers, trustees, employees and agents, from all liability or claim of liability arising by reason of injury or damage to property and/or persons, including death, occurring as a result of City's obligations under this Agreement, including any damage or liability arising out of the actions or negligence of City's agents or employees, or arising out of any condition of City property.

28. City Payment.

a. Notwithstanding any other provision of this Agreement, the Center assets, and revenues derived therefrom, are owned by the City. Such revenues include, but are not limited to, revenues generated from ticketed events, concessions, leasing, and routine fundraising for which Center assets (and not CCAEF assets) are utilized to obtain funds. CCAEF shall use such revenues to pay the expenses of operating the Center in accordance with this Agreement such that there are no amounts retained by CCAEF with respect to the operation

of the Center under this Agreement that exceed expenses paid by CCAEF in operating the Center under this Agreement. In accordance with Section 11, revenues that exceed expenses from productions or presentations which are funded solely by the CCAEF Charitable Trust may be deposited into and retained by the CCAEF Charitable Trust.

For purposes of this paragraph, "expenses" shall include employee salaries and benefits and all other expenses of operating/programming the Center. CCAEF agrees that on an annual basis it will provide a report to the City detailing all such revenues and expenses of the Center. CCAEF agrees to annually remit to the City (or as to non-cash items of revenue, transmit to the City evidence of City's ownership thereof in form and substance reasonably satisfactory to City) any revenues received in excess of CCAEF expenses in operating the Center under this Agreement. CCAEF shall have the right to conduct special fundraising and seek to thereby obtain revenues over and above revenues derived from the operation of the Center for the purpose of creating and maintaining endowment funds, which shall be and remain the property of CCAEF.

b. In addition to the other support provided by the City to CCAEF, for the routine maintenance and upkeep of the Center as described in this Agreement and for the protection of the City's assets and interests by CCAEF, the City will make annual payments agreed upon by both parties for the term of this Agreement. Such payment to CCAEF for the fiscal year beginning July 1, 2014 shall be \$700,970. Contingent upon the availability of funds, as determined by the City, such payment in each subsequent fiscal year during the term of this

Agreement shall be adjusted by the change in the Consumer Price Index for all Urban Consumers, San Diego Metropolitan Area, published semi-annually by the Bureau of Labor Statistics. All amounts called for in this paragraph shall be contingent upon the availability of funds, as determined by the City, in the City's annual budget and shall occur as part of the City's normal budget process each fiscal year.

29. Coordination of Activities. CCAEF shall coordinate all activities that occur on the Center, whether or not engaged directly by CCAEF, and regardless which facility is being used, in a manner that the Center is maximized. If licensees or users, other than CCAEF, are engaged by the City to operate the Performing Arts Centers and/or the Conference Center, CCAEF shall take responsibility for coordinating use of the facilities between and among such licensees and users.

In order to avoid conflicts, CCAEF will notify the City and the City will notify CCAEF within a reasonable time after the scheduling of events in and improvements to Grape Day Park or the Great Lawn. City will consult with CCAEF and CCAEF will consult with the City in the planning of improvements or additions to park facilities.

30. Term of Operation and Management Agreement.

a. The Operation and Management Agreement shall commence upon the date executed by the City and CCAEF, and shall expire five (5) years from the date of execution.

b. Renewal Option. CCAEF is granted the option to extend the term of this Agreement upon and subject to all of the provisions contained herein for one (1) consecutive five (5) year period following expiration of the initial term. The

Renewal Option may be exercised only by CCAEF giving notice of the Renewal Option to City at least one (1) month before expiration of the term then in effect.

c. Holding Over. At the expiration of the term of this Agreement in the event the City permits CCAEF to continue to operate the Center, all other terms and conditions of this Agreement shall continue in full force and effect, on a month to month basis.

d. Termination. This Agreement may be terminated at any time for cause, provided written notice is provided to the other party. Either party may, at any time during the term of this Agreement, terminate this Agreement for any reason (i.e. without cause) by tendering six (6) months advance written notice to the other party. City may terminate this Agreement and/or withhold fees due to CCAEF under the terms of this Agreement without notice in the event of CCAEF being declared insolvent by a court of competent jurisdiction.

e. Any termination of this Agreement shall not have any effect on bona fide contracts, entered into in good faith by CCAEF and City shall make reasonable efforts to accept such contracts. CCAEF shall cooperate to diligently and promptly assign such agreements to the City.

GENERAL PROVISIONS

31. No Right to Assign or Transfer. As the City has relied on the particular expertise of CCAEF in entering into this Agreement, CCAEF shall not assign, delegate, or transfer any duty or right under this Agreement, except as specifically authorized, and any such purported assignment, delegation, or subletting shall be void, unless the City has approved such action in writing in advance.

32. Amendment of Agreement. All additions or changes to this Agreement shall be made in writing, and shall be executed by both parties.

33. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

34. Merger Clause. This Agreement and its Exhibits, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and its Exhibits, if any, the provisions of this Agreement shall prevail.

35. Anti-Waiver Clause. None of the provisions contained herein shall be waived because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived, in whole or in part.

36. 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.

37. Costs and Attorney's Fees. In the event that either party should bring suit against the other party to enforce any provisions of this Agreement, the prevailing party in such litigation shall pay the other party's costs and reasonable attorneys' fees incurred pursuant to said litigation.

38. Force Majeure. The time within which the parties hereto shall be required to perform any act under this Agreement, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to an act of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, or any other similar cause beyond the control of either of the parties.

39. Choice of Law. This Agreement shall be governed by the laws of the State of California. Venue for any action arising from this Agreement, including but not limited to matters concerning validity, construction, performance or enforcement shall be exclusively in the state located in north San Diego County, California or federal courts located in San Diego County.

40. Notice to Parties. Any statements, communications or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated below, until such time as notice of any changes of person to be notified or change of address is forwarded to both parties:

CCAEF:

California Center for the Arts, Escondido
Foundation
340 North Escondido Boulevard
Escondido, CA 92025

Attn: _____

Phone: _____

CITY:

City of Escondido
201 N. Broadway
Escondido, CA 92025
Attn: Clay Phillips
760-839-4577

41. Business License. CCAEF shall be required to maintain a City of Escondido Business License during the term of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of

the CITY by its Officer thereunto authorized and by CCAEF, the date and year first above written.

CITY OF ESCONDIDO
a Municipal Corporation
201 North Broadway
Escondido, CA 92025-2798

Date: _____

Sam Abed, Mayor

Diane Halverson, City Clerk

CALIFORNIA CENTER FOR THE ARTS,
ESCONDIDO FOUNDATION

Date: _____

_____, Chair
Board of Trustees

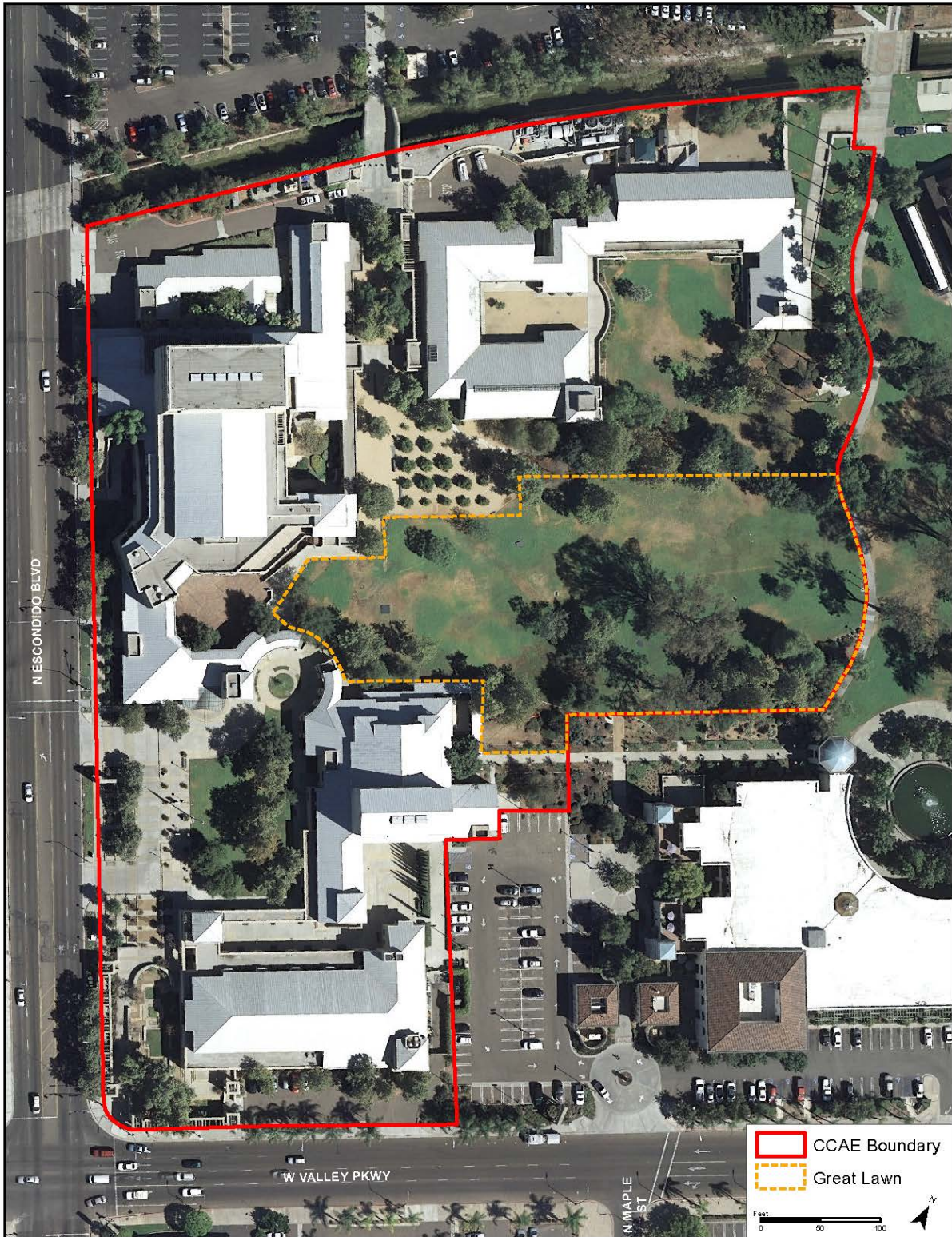
(The above signatures should be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
Jeffrey R. Epp, City Attorney

By: _____

Exhibit 1



CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 21

Date: September 24, 2014

TO: Honorable Mayor and Members of the City Council
FROM: Diane Halverson, City Clerk
SUBJECT: Appointment to the Historic Preservation Commission

RECOMMENDATION:

Request that the Escondido City Council ratify the Mayor's recommendation to fill an unscheduled vacancy on the Historic Preservation Commission; term to expire March 31, 2016.

BACKGROUND:

The vacancy on the Historic Preservation was duly posted in accordance with State law and City policy after receiving a resignation letter from Julianna Cherry, whose term will expire March 31, 2016. No additional applications were received during the posting period. The list of applicants reflects those whose applications are on file in the City Clerk's Office and indicated an interest during our regular recruitment period in early 2014.

- ◆ Marc Correll – *also serves on the Personnel Board of Review*
- ◆ Matthew Taylor

Respectfully submitted,



Diane Halverson, CMC
City Clerk



FUTURE CITY COUNCIL AGENDA ITEMS
September 18, 2014

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

October 1, 2014

4:30 p.m.

CONSENT CALENDAR

Bid Award for Stocking Live Rainbow Trout at Dixon and Wohlford Lakes
(S. Bennett)

On August 14, 2014, request for bids were mailed to eight bidders and on September 4, 2014 tow bids were received and opened.

PUBLIC HEARINGS

Specific Plan Amendment (PHG 13-0046)
(B. Redlitz)

Wireless communication facilities are not a listed use within the Lomas Del Lago Specific Plan and therefore an amendment to the Specific Plan is necessary. Planning Area 3 consists of a developed neighborhood shopping center along with a Caltrans maintenance facility and Park-and-Ride lot. The proposed amendment would not alter the list of permitted or conditionally permitted uses within the Specific Plan, but only would allow this specific wireless facility within Planning Area 3. The Planning Commission recommended approval of the proposed Amendment to the Specific Plan on September 9, 2014.

CURRENT BUSINESS

Future Agenda Items (D. Halverson)

October 8, 2014

No Meeting



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

September 17, 2014

ECONOMIC DEVELOPMENT

- Attached is sales tax information for the April – June 2014 quarter, as well as definitions for understanding the chart.
- A new restaurant, Pieology, will have a soft opening this Saturday, September 20. They are located at the corner of West Valley Parkway and Auto Park Way (next to the 7/11).

SPECIAL EVENTS

- International Day of Peace hosted by the Spiritual Assembly of Baha'is' of Escondido Sunday, September 21st – Grape Day Park Peace Pole, 4-5 p.m.

LIBRARY'S "SIGN UP FOR SELFIES" GAINS NATIONAL ATTENTION

As part of the Library's observance of National Library Card Sign-up Month, the library developed the "Sign Up For Selfies" promotional activity. It has become so successful that it was recently featured in "TechSoup for Libraries", an online blog. To view the article please visit: <http://techsoupforlibraries.org/blog/sign-up-selfies-how-patrons-getcarded-at-escondido-public-library>

COMMUNITY DEVELOPMENT

Planning:

- Staff held a pre-application meeting regarding a proposed Conditional Use Permit for a self-storage facility at 222 W. Mission. The anticipated project includes one three-story building with approximately 102,148 SF gross floor area on the vacant 1.57 acre site. As proposed, the project would require an initiation of a General Plan Amendment because it exceeds the maximum floor area ratio for the General Commercial designation. Another policy consideration will be conformance of the land use with the Guiding Principles of the Highway 78/Broadway Target Area, which encourages opportunities and incentives for increasing employment densities and attracting businesses with salaries that raise the City's median income, not commonly associated with self-storage businesses.
- SANDAG is recommending funding of the Missing Link Bicycle project in this year's regional Active Transportation grant program. A total of \$1.092M in Active funds is proposed which is the entire estimated cost of the project. The plans are being coordinated with the Grape Day Park Master Plan project.

City Manager's WEEKLY UPDATE to City Council

- In response to a request from the City, the Department of Toxic Substances Control (DTSC) has scheduled a public community meeting regarding the Chatham site for Tuesday, September 30th from 6:30 – 10:30 p.m. at the CCAE. An informational handout and notice of the upcoming meeting will be mailed by DTSC this week. City staff has assisted by providing a mailing list for the meeting notice, and will attend the meeting.
- Major Projects Update:
 - Oak Creek (NUW) – Comments on the Draft EIR are due on 9/29/14. The document is posted on the City's website at the following link: http://www.escondido.org/Data/Sites/1/media/pdfs/Planning/oakcreek/CD/INDEX_Report_Navigatoin.pdf. A neighborhood meeting is scheduled for Monday evening, 9/22/14, in the City Council Chambers to discuss the project and the findings of the Draft EIR. Staff has notified the attorney representing Escondido Neighbors United that their request to indefinitely extend the EIR public review period until issues raised by the Chatham site are addressed will not be granted.
 - Amanda Lane (NUW) – Staff review of the revised plans is underway with comments anticipated next week. The applicant continues to negotiate the necessary letters of permission and easements for other offsite improvements, to avoid potential condemnation issues
 - Centerpointe 78 Commercial: – Staff is coordinating with the traffic consultant to finalize the traffic study for inclusion in the Draft EIR.
 - North Broadway Deficiency Area Projects: – The application for the Zenner annexation and the associated 40-unit subdivision at Vista Ave. and Lehner Ave. remains incomplete, pending submittal of letters of permission for offsite improvements, to avoid condemnation issues.
 - San Diego Veterans Village: The applicant is evaluating potential revisions to address the HPC comments regarding the proposed demolition of several historic adobe structures and to address Fire Department concerns.
 - Latitude II - Additional pre-application meetings have been held with the applicant to coordinate their response to preliminary staff comments on the proposed 112 unit condominium project. Staff has advised the applicant to re-evaluate the site layout, specifically to relocate the perimeter block wall along Centre City Parkway onto private property (outside the public right-of-way). A formal application is anticipated within the next month.

Building Division:

- Building was very busy this week issuing 58 permits for the week with a total valuation of \$451,437. Inspections and counter contacts have increased with average daily



City Manager's WEEKLY UPDATE to City Council

inspections of 36 with 26 on Friday and average daily counter contacts of 38 with 38 on Friday.

- 9 Photovoltaic permits were issued last week, and 443, so far this year.
- Permits were issued for the 99 Cent Store at 415 N. Ash St.
- Plans were submitted on 9/8/14 for the Interfaith facility at 250 N Ash St. for administrative offices and a recuperative care center for veterans.
- Plans were submitted for a new one story church building at 1445 Conway Dr.

PUBLIC WORKS UPDATE

Capital Improvements:

Lake Wohlford Road- Emergency Repair:

Public Works was notified of dirt and debris in the roadway from a rock slide this past week. Upon further review, it was determined that the roadway would need to be closed until the 60' slope could be stabilized for the public's safety. Staff has solicited bids from two local contractors with Shaw Equipment Rentals being the low bidder. The contractor was able to mobilize on Saturday, September 13th, 2014 with full operations commencing on Monday, September 15th, 2014. Work is ongoing and is anticipated to complete all items of work and reopen the road on Monday, September 22nd, 2014.

2013/2014 Street Maintenance Project:

The contractor has been delayed in completing the remaining asphalt crack fill operation due to equipment failure. We are told that they will resume the operation on Thursday, September 18th, 2014. The striping contractor will be starting to install the permanent lane markings on Wednesday, September 17th, 2014.

Maple Street Pedestrian Plaza Modifications:

The Field Engineering Inspector has placed an order with the manufacturer of the paver stones for 180 replacement pavers for the project. The materials will take 4 weeks to manufacture and deliver to the site.

Private Development

Lincoln Avenue at Goldenrod Street - 16" Gas Main Inspection:

SDG&E has notified the City that the testing of the pipeline has been delayed until Saturday, September 27th, 2014. At that time, they will launch the robotic devices, which will examine the interior surface of the 16" gas main which runs between the City of Escondido and the City of Carlsbad.

County Project - Bear Valley Parkway Widening between Boyle Avenue and San Pasqual Valley Road:



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

The contractor is continuing to clear and grub the site which includes house foundations, driveways and landscape items between Boyle Avenue and Idaho Avenue.

Pennsylvania Avenue and Kalmia Street- Classical Academy High:

The project striping has been delayed; staff is requesting a new start date for the completion of the work.

Recycling/Waste Management:

Over two Hundred volunteers have signed up for the Dixon Lake cleanup scheduled for this Saturday, September 20th.

PUBLIC SAFETY

Police:

- Command Staff attended the ASIS Awards Banquet last week. Officer Kohlof received an award given to female officers who positively impact Law Enforcement.
- EPD hosted SWAT Cop for a Day on Saturday. Several citizens had the opportunity to meet the SWAT Team and participate in SWAT related events.

###

LOCAL SALES/USE TAX
CASH RECEIPTS ANALYSIS REPORT
DEFINITIONS

The Cash Receipts Analysis report (CRA) is designed to give jurisdictions an analysis of sales and use tax cash receipts from the State Board of Equalization (SBE). The CRA includes comparisons by quarter, by fiscal year-to-date, and by benchmark year. The report not only includes the cash receipts for your jurisdiction, but all jurisdictions in your county-wide area, other counties throughout your region, regions throughout the entire state and Statewide totals.

The left-side section of the CRA is the quarterly performance comparison. This section illustrates the percentage change from each quarter's cash received to the same quarterly period prior year.

The middle section of the CRA is a fiscal year-to-date comparison. Only fiscal-year-to-date sales tax is shown. Each subsequent quarter into the fiscal year will add one additional quarter to the fiscal year-to-date performance analysis.

The right-side section of the CRA is the benchmark year analysis. Benchmark year is simply the four most-recent quarters totaled together to complete one full year of sales and use tax receipts. This analysis compares the most current benchmark year with the same four quarters of the prior year.

The CRA directly reconciles with the three cash advances and cleanup payments received from the SBE.

Sales Tax Net Cash Receipts: Three Advances Plus Clean-Up Payment

		% CHANGE BY MONTH ENDED QUARTER												FISCAL YEAR TO DATE				MOST RECENT FOUR QUARTERS TOTAL				
		Jun-12	Sep-12	Dec-12	Mar-13	Jun-13	Sep-13	Dec-13	Mar-14	Jun-14	Sep-14	Dec-14	Jul-13 thru 1 Quarter	Jul-14 thru 1 Quarter	Sep-14 1 Quarter	\$ Chg	% Chg	Oct-12 thru Sep-13	Oct-13 thru Sep-14	\$ Chg	% Chg	
Last Year Cash Received > This Year Cash Received > Calendar Sales Quarter >		Jun-13 13Q1	Sep-13 13Q2	Dec-13 13Q3	Mar-14 13Q4	Jun-14 14Q1	Sep-14 14Q2							59,894,394 7,697,005	64,031,962 7,986,729	4,137,568 289,724		6.9 3.8	233,569,695 29,749,971	248,176,638 31,812,549	14,606,943 2,062,578	6.3 6.9
1	San Diego	3.9	3.8	2.8	7.6	7.9	6.9							7,465,703	8,144,602	678,899	9.1	29,610,593	31,553,354	1,942,761	6.6	
2	Escondido *	2.8	2.1	6.0	12.0	6.1	3.8							7,058,358	7,338,137	279,779	4.0	28,174,881	29,636,935	1,462,054	5.2	
3	Carlsbad	10.6	10.8	4.1	7.1	5.7	9.1							6,336,871	6,901,582	564,711	8.9	23,976,088	25,768,748	1,792,660	7.5	
4	Chula Vista	1.6	0.1	2.5	11.7	2.1	4.0							5,509,634	5,682,277	172,643	3.1	22,179,785	22,080,997	-98,788	-0.4	
5	San Diego County	-17.6	1.8	9.2	9.9	1.8	8.9							4,785,488	4,818,647	33,159	0.7	18,789,054	18,857,301	68,247	0.4	
6	El Cajon	3.4	6.8	4.4	-1.6	-7.8	3.1							3,813,575	3,823,045	9,470	0.2	14,787,719	15,881,823	1,094,104	7.4	
7	Oceanside	7.0	5.3	3.1	11.7	-12.4	0.7							3,795,911	3,986,860	190,949	5.0	14,725,666	15,775,346	1,049,680	7.1	
8	San Marcos	0.4	4.8	6.4	20.3	2.5	0.2							3,822,412	4,124,328	301,916	7.9	14,395,172	15,248,035	852,863	5.9	
9	National City	2.3	6.5	11.3	6.0	6.4	5.0							2,916,180	3,156,048	239,868	8.2	11,522,252	12,251,283	729,031	6.3	
10	Vista	5.1	2.8	0.4	7.2	8.2	7.9							2,885,974	3,079,600	193,626	6.7	11,594,523	12,092,046	497,523	4.3	
11	Encinitas	4.5	0.9	3.8	12.1	1.3	8.2							2,742,229	2,923,487	181,258	6.6	11,006,116	11,749,441	743,325	6.8	
12	Poway	0.9	1.2	5.1	2.3	3.2	6.7							2,191,570	2,558,727	367,157	16.8	8,405,267	9,996,310	1,591,043	18.9	
13	La Mesa	2.9	1.5	2.0	10.6	7.4	6.6							1,050,670	1,280,739	230,069	21.9	3,817,993	4,653,637	835,644	21.9	
14	Santee	12.9	5.9	17.2	29.8	11.8	16.8							711,548	839,246	127,698	17.9	2,678,451	3,000,964	322,513	12.0	
15	Lemon Grove	-2.8	8.6	9.2	59.4	9.1	21.9							675,454	722,621	47,167	7.0	2,780,763	2,771,754	-9,009	-0.3	
16	Coronado	14.9	6.4	6.5	12.9	11.2	17.9							548,406	441,559	-106,847	-19.5	1,703,639	1,636,449	-67,190	-3.9	
17	Solana Beach	-3.8	-7.2	-1.1	-4.0	-3.0	7.0							220,973	244,793	23,820	10.8	822,306	890,541	68,235	8.3	
18	Del Mar	12.4	19.0	18.2	-1.1	-22.0	-19.5							354,768,727	370,906,946	16,138,219	4.5	1,380,055,543	1,438,420,265	58,364,722	4.2	
19	Imperial Beach	8.4	-10.0	8.0	2.9	11.4	10.8							145,014,532	150,385,829	5,371,297	3.7	564,534,137	591,005,266	26,471,129	4.7	
Los Angeles Co.		5.9	5.1	2.3	7.4	2.6	4.5							124,122,355	132,084,989	7,962,634	6.4	484,289,934	513,834,151	29,544,217	6.1	
Orange Co.		6.1	5.4	2.1	8.6	4.3	3.7							14,905,531	16,250,593	1,345,062	9.0	58,720,427	62,419,451	3,699,024	6.3	
San Diego Co. *		2.7	3.9	4.2	8.9	4.9	6.4							49,218,954	32,212,613	-17,006,341	-34.6	135,055,294	126,656,766	-8,398,528	-6.2	
Santa Barbara Co.		5.1	4.2	3.0	9.8	3.4	9.0							688,030,099	701,840,970	13,810,871	2.0	2,622,655,335	2,732,335,899	109,680,564	4.2	
Ventura Co.		8.9	75.8	1.5	21.4	7.9	-34.6							152,161,181	162,824,305	10,663,124	7.0	593,494,872	630,326,749	36,831,877	6.2	
South Coast *		5.4	8.0	2.6	8.6	3.6	2.0							9,579,341	7,302,171	-2,277,170	-23.8	34,132,877	34,330,039	197,162	0.6	
Inland Empire		9.3	5.3	2.9	9.9	4.9	7.0							849,770,621	871,967,446	22,196,825	2.6	3,250,283,084	3,396,992,687	146,709,603	4.5	
Other Southern		57.4	55.0	37.5	6.1	-4.5	-23.8							36,382,251	37,612,773	1,230,522	3.4	142,690,843	144,336,302	1,645,459	1.2	
Southern California		6.6	7.9	2.9	8.8	3.8	2.6							141,413,628	149,741,106	8,327,478	5.9	539,347,699	572,579,532	33,231,833	6.2	
Central Coast		10.4	8.9	-0.7	0.3	1.8	3.4							11,721,419	12,224,137	502,718	4.3	44,501,290	47,030,066	2,528,776	5.7	
Central Valley		7.0	5.4	4.9	11.4	2.5	5.9							14,714,188	15,067,018	352,830	2.4	56,580,829	58,369,939	1,789,110	3.2	
North Coast		0.4	3.0	5.6	8.6	4.1	4.3							324,721,631	345,481,273	20,759,642	6.4	1,267,252,113	1,341,050,577	73,798,464	5.8	
Other Northern		5.7	4.5	-0.9	9.1	2.7	2.4							101,260,519	107,071,419	5,810,900	5.7	387,058,223	409,506,593	22,448,370	5.8	
S.F. Bay Area		6.3	4.5	4.3	8.2	4.2	6.4							630,213,636	667,197,726	36,984,090	5.9	2,437,430,997	2,572,873,009	135,442,012	5.6	
Sacramento Valley		7.6	4.7	4.3	9.1	4.0	5.7							1,479,984,257	1,539,165,172	59,180,915	4.0	5,687,714,081	5,969,865,696	282,151,615	5.0	
Northern California		6.7	4.9	4.0	8.6	3.6	5.9															
State Total		6.7	6.6	3.4	8.7	3.7	4.0															