



FEBRUARY 12, 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

February 12, 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 Maintenance & Operations, Teamsters Local 911
 - b. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization Management & Unclassified Employees
- II. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**
- Case Name:** CITY OF ESCONDIDO V. SYLVIA CLARK
Case No.: Case No.: 37-2013-00074379-CU-MC-NC
- Case Name:** WLODARCZYK/NOWAK, ET AL. V. CITY OF ESCONDIDO, ET AL.
Case No.: Case No.: 37-2012-00057561-CU-PO-NC
- Case Name:** COOPER, ET AL. V. CITY OF ESCONDIDO
Case No.: Case No.: 37-2012-00057303-CU-PO-NC

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

a.	Property: City Negotiator Negotiating parties Under negotiation	1944 Bienvenido Lane Debra Lundy San Diego Foundation Price and Terms of Agreement
b.	Property: City Negotiator Negotiating parties Under negotiation	APN: 241-171-01 Debra Lundy, Real Property Manager Djukic Living Trust Price and Terms of Agreement
c.	Property: City Negotiator Negotiating parties Under negotiation	APN: 240-230-29,30 & 31 Debra Lundy, Real Property Manager Charles Lypps Price and Terms of Agreement
d.	Property: City Negotiator Negotiating parties Under negotiation	APN: 235-050-15; APN: 235-050-58 Debra Lundy, Real Property Manager Lee & Associates Price and Terms of Agreement
e.	Property: City Negotiator Negotiating parties Under negotiation	APN: 225-270-54 Debra Lundy, Real Property Manager Hallmark Communities Price and Terms of Agreement
f.	Property: City Negotiator Negotiating parties Under negotiation	2512 E. Washington Avenue Debra Lundy, Real Property Manager County of San Diego Tax Collector Price and Terms of Agreement

ADJOURNMENT



Council Meeting Agenda

**February 12, 2014
4:30 P.M. Meeting**

**Escondido City Council
and as Successor Agency to the CDC
Mobilehome Rent Review Board**

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

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

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: A) Regular Meeting of January 8, 2014 B) Regular Meeting of January 15, 2014**

4. **AWARD BID FOR SIX TOYOTA CAMRY HYBRIDS -**

Request Council award the bid for the purchase of six 2014 Toyota Camry Hybrids to Toyota of Escondido in the amount of \$156,570.90 which includes sales tax, documentation fees and California State Tire Recycling fee. The purchase of these six vehicles will replace four City Hall carpool vehicles, one Traffic Engineering vehicle, and one Water Treatment Plant vehicle.

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

RESOLUTION NO. 2014-14

5. **AWARD BID FOR A VACUUM SEWER JET TRUCK -**

Request Council reject Haaker Equipment Company's bid in the amount of \$428,976 which includes sales tax, documentation fees, training, and California State Tire Recycling fee as a nonresponsive bidder; and accept Plumbers Deport Incorporated in the amount of \$451,175.40 for the purchase of a vacuum sewer jet truck to be utilized by the Public Works Street Department for storm water compliance.

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

RESOLUTION NO. 2014-15

6. **APPROVAL OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 14-15A) FOR THE PERIOD JULY 2014 THRU DECEMBER 2014 -**

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

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

RESOLUTION NO. 2014-06

7. **GRANT OF ELECTRIC FACILITIES EASEMENT TO SDG&E (APN: 235-051-05) -**

Request Council authorize the Real Property Manager to execute a utility easement to SDG&E.

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

RESOLUTION NO. 2014-07

8. **SECOND AMENDMENT TO THE CONSULTING AGREEMENT WITH AECOM FOR DESIGN OF THE CITRACADO PARKWAY EXTENSION PROJECT -**

Request Council authorize the Mayor and City Clerk to execute the second amendment to the consultant contract with AECOM in the amount of \$634,448 for additional design services for the Citracado Parkway Extension Project.

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

RESOLUTION NO. 2014-19

9. **APPROVE A PUBLIC SERVICES AGREEMENT AND BUDGET ADJUSTMENT FOR REPAIR OF A STORM DRAIN PIPE ON DON LEE PLACE -**

Request Council authorize the Public Works Director/City Engineer to execute a Public Service Agreement with Shaw Equipment Rentals; and approve a budget adjustment for repair of a storm drain on Don Lee Place.

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

RESOLUTION NO. 2014-18

10. **IMPLEMENT TWO HOUR AND THREE HOUR PARKING ON PORTIONS OF LINCOLN AVENUE, ASH STREET AND W. NINTH AVENUE -**

Request Council approve implementing limited time parking on Lincoln Avenue between Ash Street and Harding, Ash Street south of Lincoln Avenue, and the 300 Block of W. Ninth Avenue.

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

RESOLUTION NO. 2014-09

11. **NOTICE OF COMPLETION FOR THE ESCONDIDO CREEK TRAIL LIGHTING PROJECT -**

Request Council approve and accept the Escondido Creek Trail Lighting Project; and authorize staff to file a Notice of Completion for the project located along the Escondido Creek Trail between Broadway and Ash Street.

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

12. **FIRST AMENDMENT TO LEASE AGREEMENT WITH LA PAZ FUNERAL HOME, INC. AT 240 SOUTH BROADWAY -**

Request Council authorize the Real Property Manager and City Clerk to execute a First Amendment to Lease Agreement with La Paz Funeral Home, Inc. at 240 South Broadway.

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

RESOLUTION NO. 2014-12

13. **FIRST AMENDMENT TO LEASE AGREEMENT WITH ESCONDIDO FEDERAL CREDIT UNION AT 201 N. BROADWAY (POR.) AND EAST VALLEY COMMUNITY CENTER (POR.) -**

Request Council authorize the Real Property Manager and City Clerk to execute a First Amendment to the Lease Agreement with the Escondido Federal Credit Union at 201 N. Broadway (Por.) and the East Valley Community Center (Por.).

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

RESOLUTION NO. 2014-11

14. **LEASE AGREEMENT WITH CHARROS DE ESCONDIDO, F.M.CH. AT 3400 VALLEY CENTER ROAD -**

Request Council authorize the Real Property Manager and City Clerk to execute a Lease Agreement with the Charros de Escondido, F.M.CH. at 3400 Valley Center Road.

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

RESOLUTION NO. 2014-10

15. ESTABLISH ENGINEERING AND TRAFFIC SURVEYS (SPEED ZONES) AT FOUR LOCATIONS CITYWIDE -

Request Council approve establishing Engineering and Traffic Surveys (speed zones) at four locations Citywide.

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

RESOLUTION NO. 2014-16

16. BID AWARD FOR THE WATER TREATMENT PLANT (WTP) FLOCCULATION AND SETTLING BASIN REHABILITATION PROJECT -

Request Council authorize the Mayor and City Clerk to execute a Public Improvement Agreement with the lowest responsive and responsible bidder for the WTP Flocculation and Settling Basic Rehabilitation Project.

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

RESOLUTION NO. 2014-20

17. PUBLIC SAFETY DISPATCH POSITION AUTHORIZATION -

Request Council authorize the Chief of Police and Police Department staff to convert two part-time public safety dispatcher positions to one-full public safety dispatcher position, using Fiscal Year 13-14 General Fund Budget monies allocated for part-time positions.

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

18. CITY COUNCIL MEETINGS AND PROCEDURES -

Recommend Council authorize amending Sections 2-21 of the Escondido Municipal Code pertaining to time and conduct of City Council Meetings and City Council policies; and approve amending the Council Rules and Procedures to provide for similar changes.

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

A. RESOLUTION NO. 2014-21 B. ORDINANCE NO. 2014-09 (Introduction and First Reading)

19. SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM APPLICATION -

Request Council authorize the Director of Community Development or her designee to complete an application to the Strategic Growth Council/Department of Conservation for state Sustainable Communities Planning Grant and Incentive Program funds to prepare and update Area Plans for a combined South Escondido Boulevard/South Quince Street Target Area. If awarded, it is requested that the Director of Community Development or her designee be authorized to accept the grant funds, and to complete grant documents on behalf of the City.

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

RESOLUTION NO. 2014-23

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

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

PUBLIC HEARINGS

20. [SHORT-FORM RENT INCREASE APPLICATION SUBMITTED BY LAKE BERNARDO MOBILE ESTATES \(FILE NO. 0697-20-9970\) CONTINUED HEARING -](#)

Request Council consider the short-form rent increase application submitted by Lake Bernardo Mobile Estates and information presented by the Park owner regarding the rehabilitation of roads and other projects. If approved, grant an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 1.654% (an average of \$9.83) for the period of December 30, 2011 to June 30, 2013 upon receipt of a satisfactory project schedule for rehabilitating the Park roads by staff. This item was continued from the Council Meeting on January 15, 2014.

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

RRB RESOLUTION NO. 2014-01R

21. [APPEAL OF A LAND USE DETERMINATION \(ADM 13-0168\) -](#)

Request Council approve denying the appeal and upholding the Land Use Determination made by the Planning Commission and the Director of Community Development.

Staff Recommendation: **Denial of the appeal (Community Development/Planning Division: Barbara Redlitz)**

RESOLUTION NO. 2014-24

22. [PUBLIC HEARING FOR CITY OF ESCONDIDO LANDSCAPE MAINTENANCE DISTRICT ZONE 38 -](#)

Request Council receive public input from the property owner in Zone 38 of the City of Escondido Landscape Maintenance District (LMD) on the proposed budget and assessments for Fiscal Year 2014/2015. No Council Action is required.

Staff Recommendation: **None (Public Works/ Engineering: Ed Domingue)**

CURRENT BUSINESS

23. [BUDGET ADJUSTMENT AND MODIFICATION TO THE PARK DEVELOPMENT FUND TO TRANSFER FUNDS TO PAY FOR UNANTICIPATED REPAIRS TO THE KIT CARSON PARK SOFTBALL COMPLEX CONCESSION -](#)

Request Council approve a budget transfer from the Park Development Fund's Kit Carson Park Play Equipment project in the amount of \$134,384; and approve transferring funds to make repairs and upgrades in the Kit Carson Park Adult Softball Complex concession stand to meet County Environmental Health Department requirements.

Staff Recommendation: **Approval (Library and Community Services/Recreation: Loretta McKinney)**

RESOLUTION NO. 2014-26

24. [RENAME KIT CARSON PARK'S "SAND LAKE" TO "SCOUT LAKE" -](#)

Request Council approve the renaming of Kit Carson Park's "Sand Lake" to "Scout Lake".

Staff Recommendation: **Approval (Library and Community Services: Loretta McKinney)**

25. [NEXT GENERATION REGIONAL COMMUNICATIONS SYSTEM AGREEMENT \(NEXTGEN RCS\) -](#)

Request Council approve the Next Generation Regional Communications System (NextGen RCS) Agreement between the County of San Diego and participating cities and jurisdictions regarding the implementation, governance, method of funding and costs of a regional radio system providing communication services to Public Safety and Public Service Agencies operating in San Diego and Imperial Counties; and authorize the Mayor to execute the agreement on behalf of the City.

Staff Recommendation: **Approval (Fire Department: Michael Lowry)**

WORKSHOP

FUTURE AGENDA

26. [FUTURE AGENDA -](#)

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

CITY MANAGER'S UPDATE/BRIEFING

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

- [CITY MANAGER'S UPDATE](#)

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
February 19	-	-	No Meeting	-
February 26	Wednesday	8:30 a.m.	State of the City	California Center for the Arts
March 5	Wednesday	3:30 – 5:00 p.m.	Board & Commission Interviews	Mitchell Room
March 12	Wednesday	3:30 – 6:15 p.m.	Board & Commission Interviews	Mitchell Room

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 839-4641. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

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

CITY OF ESCONDIDO
January 8, 2014
4:30 P.M. Meeting Minutes
Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, January 8, 2014 in the Council Chambers with Mayor Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

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

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

ORAL COMMUNICATIONS

Kelly Cooper, Escondido, voiced concern with the expansion of St. Mary's Church, which is located near her home.

Roberta Mambusan, Escondido, expressed concern with traffic issues relating to the expansion of St. Mary's Church.

Katherine Fromm, Escondido, indicated she did not agree with proposed park uses.

Grant Taylor, Escondido, stated he did not support a BMX track in Kit Carson Park and suggested planting trees instead.

Tom Cowan, Escondido, indicated the BMX track should be not be located in Kit Carson Park, but placed in a different part of Escondido.

Don Greene, Escondido, suggested a commission be developed to draft a City Charter.

Margaret Liles, Escondido, stated the public should have input in drafting a City Charter.

CONSENT CALENDAR

Councilmember Gallo removed items 4 and 5 and Councilmember Diaz removed item 8 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Diaz that the following Consent Calendar items be approved with the exception of items 4, 5 and 8. Motion carried unanimously.

- 1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
- 2. APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
- 3. APPROVAL OF MINUTES:** Regular Meeting of December 4, 2013
- 4. ANTI-AUTO THEFT GRANT AND BUDGET ADJUSTMENT** - Request Council authorize the Escondido Police Department to accept a National Insurance Crime Bureau Grant in the amount of \$500; authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve a budget adjustment needed to spend grant funds. (File No. 4080-70)

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

Councilmember Gallo asked how citizens would qualify for the anti-auto theft device.

Police Chief Craig Carter stated that the device would go to the cars that were most frequently stolen.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to authorize the Escondido Police Department to accept a National Insurance Crime Bureau Grant in the amount of \$500; authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve a budget adjustment needed to spend grant funds. Motion carried unanimously.

- 5. FISCAL YEAR 2013-14 STATE OF CALIFORNIA CITIZENS' OPTIONS FOR PUBLIC SAFETY (COPS) PROGRAM GRANT AND BUDGET ADJUSTMENT** - Request Council accept a Fiscal Year 2013-14 Citizens' Options for Public Safety (COPS) Program Grant in the amount of \$232,796; approve grant expenditures consistent with guidelines in AB 1913; authorize the Chief of Police to sign and submit grant documents on behalf of the City; and authorize staff to establish budgets to spend grant funds to support front-line law enforcement needs. (File No. 0480-70)

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

Councilmember Gallo asked what the funds were to be used for.

Police Chief Craig Carter indicated the funds would be used for part-time employees.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to accept a Fiscal Year 2013-14 Citizens' Options for Public Safety (COPS) Program Grant in the amount of \$232,796; approve grant expenditures consistent with guidelines in AB 1913; authorize the Chief of Police to sign and submit grant documents on behalf of the City; and authorize staff to establish budgets to spend grant funds to support front-line law enforcement needs. Motion carried unanimously.

6. **ASSET FORFEITURE FUND BUDGET ADJUSTMENT** - Request Council authorize staff to establish a budget in the amount of \$171,015 with Asset Forfeiture Funds to purchase equipment and services for law enforcement purposes. (File No. 0430-80)

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

7. **FISCAL YEAR 2014 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT** - Request Council approve a Fiscal Year 2014 Regional Realignment Response grant in the amount of \$139,283; 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. (File No. 0480-70)

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

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

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

8. **CITY COUNCIL MEMBER AND MAYOR COMPENSATION** - Approved on December 11, 2013 with a vote of 4/1, Diaz voting no. (File No. 0680-10)

ORDINANCE NO. 2013-16 (Adoption and Second Reading)

Councilmember Diaz asked for clarification of how she should vote on this item.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve the previous vote of 4/1/0, Diaz voting no and adopt Ordinance No. 2013-16. Motion carried unanimously.

PUBLIC HEARINGS

9. **MODIFICATION TO THE MASTER SIGN PROGRAM FOR WESTFIELD NORTH COUNTY (PHG 13-0023)** - Request Council approve a BEZ request for a modification to the Master and Precise Development Plan (Master Sign Program) for Westfield North County to allow the installation of an 87.5-foot high freeway oriented, on-premise digital reader board sign; and approve the Mitigated Negative Declaration (MND) issued for the project along with the Mitigation Monitoring and Reporting Program (MMRP). (File No. 0800-40 PGH 13-0023)

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

ORDINANCE NO. 2014-06 (Introduction and First Reading)

Bill Martin, Planning Department, gave the staff report and presented a series of slides.

Mayor Abed opened the public hearing and asked if anyone would like to speak on this issue in any way.

Kim Brewer, Westfield North County Representative, urged Council to approve the proposed sign.

Mayor Abed asked if anyone else wanted to speak on this issue in any way. No one asked to be heard. Therefore, he closed the public hearing.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to approve a BEZ request for a modification to the Master and Precise Development Plan (Master Sign Program) for Westfield North County to allow the installation of an 87.5-foot high freeway oriented, on-premise digital reader board sign; and approve the Mitigated Negative Declaration (MND) issued for the project along with the Mitigation Monitoring and Reporting Program (MMRP) and introduce Ordinance No. 2014-06. Motion carried unanimously.

- 10. AMENDMENT TO ZONING CODE ARTICLE 37 - PUBLIC ART (AZ 13-0010)** - Request Council approve an amendment to Zoning Code Article 37, related to Public Art, to reduce the number of Public Art Commissioners from nine to seven members. (File No. 0810-20)

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

ORDINANCE NO. 2014-01 (Introduction and First Reading)

Jay Peterk, Planning Department, gave the staff report and presented a series of slides.

Mayor Abed opened the public hearing and asked if anyone would like to speak on this issue in any way. No one asked to be heard. Therefore, he closed the public hearing.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to approve an amendment to Zoning Code Article 37, related to Public Art, to reduce the number of Public Art Commissioners from nine to seven members and introduce Ordinance No. 2014-01. Motion carried unanimously.

FUTURE AGENDA

- 11. 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)**

Mayor Abed indicated there would be a Charter City discussion at the January 15, 2014 meeting.

Councilmember Gallo requested a discussion to permit lawn bowling or pickle ball courts in Kit Carson Park.

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Diaz indicated she and Councilmember Gallo attended a Parking Subcommittee meeting.

Councilmember Gallo stated the North County Transit District had received an A-1 rating from Moody's and was increasing service in routes 357 and 355.

Councilmember Masson stated a League of California Cities meeting was scheduled for next week.

Councilmember Morasco indicated the Regional Solid Waste Association would be meeting in the morning; a School Subcommittee meeting was scheduled for March and the City was taking nominations for citizen recognition for outstanding work in the community.

Mayor Abed stated the State of the City would be held on February 26, 2014. Application deadline for boards and commissions is February 13, 2014. He attended the SANDAG Policy Advisory Board meeting where the legislative program for 2014 was discussed. He recognized employee Bud Olivera, Deputy Director of Public Works/Operation for his work on the graffiti program.

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

None

ADJOURNMENT

Mayor Abed adjourned the meeting at 5:45 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
January 15, 2014
3:30 P.M. Meeting Minutes
Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, January 15, 2014 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE

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

ORAL COMMUNICATIONS

None

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

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

- a. **Property:** 3420 Valley Center Road
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Hidden Valley Obedience Club
Under Negotiation: Price and Terms of Agreement
- b. **Property:** 3400 East Valley Parkway
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Charros de Escondido
Under Negotiation: Price and Terms of Agreement
- c. **Property:** E. Washington Avenue (APN 225-270-54)
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Utilities Department
Hallmark Communities
Under Negotiation: Price and Terms of Agreement

- d. **Property:** 700 West Grand
 City Negotiator: Debra Lundy, Real Property Manager
 Negotiating Parties: Armitage Tactical Group
 Under Negotiation: Price and Terms of Agreement
- e. **Property:** 201 N. Broadway
 City Negotiator: Debra Lundy, Real Property Manager
 Negotiating Parties: Escondido Federal Credit Union
 Under Negotiation: Price and Terms of Agreement

II CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (GOVERNMENT CODE §54956.9(D)(1))

- a. **Case Name:** TORAL, ET AL. V. CITY OF ESCONDIDO, ET AL.
 Case No.: 37-2012-00055931-CL-PO-NC

ADJOURNMENT

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

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
January 15, 2014
4:30 P.M. Meeting Minutes

Escondido City Council
Mobilehome Rent Review Board

CALL TO ORDER

The Regular Meeting of the Escondido City Council and Mobilehome Rent Review Board was called to order at 4:35 p.m. in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

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

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

ORAL COMMUNICATIONS

Grant Taylor, Escondido, suggested other activities that could be considered for Kit Carson Park instead of a BMX track.

Steve Berrol, El Caballo Park Conservancy President, gave a report on the El Caballo Park Master Plan.

Jerry Swadley, Escondido, thanked Council for their support of ECCHO and invited them to attend an ECCO event at Belle Marie Winery on Saturday, January 18, 2014 from 2:00 p.m. – 4:00 p.m. A \$100 donation is requested to participate in the event.

CONSENT CALENDAR

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson that the following Consent Calendar items be approved. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES:** Regular Meeting of December 11, 2013
4. **AUTHORIZATION TO PURCHASE TWENTY-ONE (21) GETAC F110 RUGGED TABLET PC'S AND MOUNTING HARDWARE FROM GROUP MOBILE** - Request Council approve the purchase of twenty-one (21) GeTac F110 rugged tablet PC's and mounting hardware from Group Mobile. (File No. 0470-35)

Staff Recommendation: **Approval (Fire Department: Russ Knowles)**

5. **HOUSING-RELATED PARKS PROGRAM GRANT APPLICATION** - Request Council authorize the Director of Library and Community Services to submit an application to the California Department of Housing and Community Development (HCD) for a Housing-Related Parks (HRP) Program Grant; and if the application is approved, authorize the Director of Library and Community Services to enter into, execute and deliver a State of California Standard Agreement and any other documents required or deemed necessary or appropriate to secure the HRP Program Grant. (File No. 0480-70)

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

RESOLUTION NO. 2014-01

6. **INITIATION OF ANNEXATION AND DEVELOPMENT AGREEMENT FOR APPROXIMATELY 12 ACRES LOCATED IN THE NORTH BROADWAY DEFICIENCY AREA (ZENNER ANNEXATION)** - Request Council initiate the proposed Annexation and Development Agreement for further study; and authorize the Planning Division to accept an application from the applicant. (File No. 0850-20)

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

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

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

7. **MODIFICATION TO THE MASTER SIGN PROGRAM FOR WESTFIELD NORTH COUNTY (PHG 13-0023)** - Approved on January 8, 2014 with a vote of 5/0. (File No. 0800-40 PHG 13-0023)

ORDINANCE NO. 2014-06 (ADOPTION AND SECOND READING)

8. **AMENDMENT TO ZONING CODE ARTICLE 37 - PUBLIC ART (AZ 13-0010)** - Approved on January 8, 2014 with a vote of 5/0. (File No. 0810-20)

ORDINANCE NO. 2014-01 (ADOPTION AND SECOND READING)

PUBLIC HEARINGS

9. **SHORT-FORM RENT INCREASE APPLICATION SUBMITTED BY LAKE BERNARDO MOBILE ESTATES (FILE NO. 0697-20-9970)** - Request Council consider the short-form rent increase application submitted by Lake Bernardo Mobile Estates; and if approved, grant an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 1.654% (an average of \$9.83) for the period of December 30, 2011 to June 30, 2013. (File No. 0697-20-9970)

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

RRB RESOLUTION NO. 2014-01

Karen Youel, Housing Department, gave the staff report and presented a series of slides.

Mayor Abed opened the public hearing and asked if anyone would like to speak on this issue in any way.

Pricilla Cervantes, Park Owner's Representative, listed the planned maintenance projects for the park.

Don Greene, Escondido, gave a report on the proposed utilities legislation in Sacramento.

Mayor Abed asked if anyone else wanted to speak on this issue in any way. No one asked to be heard. Therefore, he closed the public hearing.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz to continue this item to the February 12, 2014 meeting. Motion carried unanimously.

CURRENT BUSINESS

10. **COUNCIL WORK PROGRAM ITEM: CHARTER CITY PROPOSAL** - Request Council consider holding public hearings on a revised Charter City proposal for the November 2014 General Election. (File No. 0650-20)

Staff Recommendation: **Provide direction to staff (City Attorney's Office: Jennifer McCain)**

Jennifer McCain, Assistant City Attorney, gave the staff report.

Nanci Reeder, Escondido, suggested a commission should be formed to draft a charter for the City.

Juan Herrera, Escondido, urged Council to form a commission to craft a charter for the City.

Richard Bova, Escondido, stated the voters should be involved in drafting a City Charter.

Katherine Fromm, Escondido, asked Council to have public input in putting a City Charter together.

Rick Moore, Escondido, indicated the citizens should put together a City Charter.

Paula Huntington, Escondido, stated she did not see that it was necessary to have a City Charter.

Don Greene, Escondido, asked Council to form a committee to draft a City Charter.

Chris Nava, Escondido, stated the citizens should have input on creating a City Charter.

COUNCIL ACTION: Council consensus directing staff to proceed with public hearings and workshops in preparation for placing a City Charter proposal on the November 2014 General Election ballot.

FUTURE AGENDA

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Masson attended League of California Cities meeting where officers for 2014 were elected and gave information on a concert fundraiser for Logan St. Miguel to be held at the Pala Casino on February 21, 2014.

Councilmember Morasco attended a Regional Solid Waste Association (RSWA) meeting and gave an overview of what the Association accomplishes.

Mayor Abed indicated he would be attending a SANDAG retreat where goals and an action plan for the following year would be set. The North County Mayors met to discuss North County Branding, Highway 78 and Highway I-5 widening. He also indicated the deadline for nominating citizens for the City Council awards was January 27, 2014, the deadline for applying for the Boards & Commissions was February 14, 2014 and the State of the City would be held on February 26, 2014 at the Center for the Arts, Escondido.

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

None

ADJOURNMENT

Mayor Abed adjourned the meeting at 6:20 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Award Bid for Six Toyota Camry Hybrids

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-14 to award the bid for the purchase of six 2014 Toyota Camry Hybrids to Toyota of Escondido in the amount of \$156,570.90 which includes sales tax, documentation fees, and California State Tire Recycling fee. The purchase of these six vehicles will replace four City Hall carpool vehicles, one Traffic Engineering vehicle, and one Water Treatment Plant vehicle. The existing vehicles have been in service between twelve and fifteen years and are being replaced due to exceeding their standard service life expectancy, excessive mileage, and rundown conditions.

FISCAL ANALYSIS:

Sufficient funds are available in the Fleet Service Vehicle Replacement Fund.

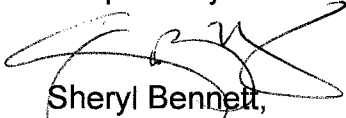
BACKGROUND:

Requests for bids were mailed to fourteen vendors on December 18, 2013. Four bids were received and opened on January 8, 2014. The bid results are as follows:

Vendor	Amount
Toyota of Escondido	\$ 155,066.10 (includes 1% local sales tax credit)
Hanford Toyota	155,520.90
Toyota of Carlsbad	155,941.86
Toyota of Huntington Beach	166,867.14

Whenever possible, the City encourages the purchase of goods with local vendors; therefore, it is requested to take advantage of the 1% local sales tax vendor credit with Toyota of Escondido as per Escondido Municipal Code Section 10-85, Local Purchases. By utilizing the 1% local sales tax vendor credit, the City will save \$454.80. Staff has reviewed all the bids and recommends the bid award to Toyota of Escondido in the amount of \$156,570.90 as the lowest and responsive bidder who conformed to the City's bid specifications and requirements.

Respectfully submitted,


Sheryl Bennett,
Director of Administrative Services

Staff Report - Council


Joan Ryan,
Assistant Finance Director

DATE 01/21/2014

TO: Blanca Wolf, Purchasing Supervisor

FROM: Joseph Goulart, Fleet Maintenance Superintendent

SUBJECT: Award Bid 13-08, Toyota Camry Hybrid, to Toyota of Escondido.

After reviewing the quotes and bid specifications received from bid number, 13-08 Toyota Camry Hybrid Bid, I recommend that we award the bid to Toyota of Escondido in the amount of \$156,570.90 to replace six (6) existing City owned vehicles. Toyota of Escondido was the lowest bidder of the four (4) bids that were received on January 8th. 2014. Toyota of Escondido complied in all areas of the bid specifications.

RESOLUTION NO. 2014-14

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING CITY COUNCIL TO
APPROVE THE BID AWARD FOR THE
PURCHASE OF SIX TOYOTA CAMRY
HYBRIDS FROM TOYOTA OF ESCONDIDO

WHEREAS, sufficient funds are located in the Fleet Services Vehicle Replacement Fund; and

WHEREAS, the City of Escondido duly published an invitation for bids for six Toyota Camry Hybrids to include detailed bid specifications; and

WHEREAS, request for bids for six Toyota Camry Hybrids were mailed to vendors on December 18, 2013; and

WHEREAS, four bids were opened and evaluated on January 8, 2014; and

WHEREAS, whenever possible, the City encourages the purchase of goods with local vendors and to take advantage of the 1% local sales tax vendor credit as per Municipal Code Section 10-85, Local Purchases; and

WHEREAS, the apparent low bid submitted by Toyota of Escondido was determined to be the lowest most responsive and responsible bid that met the City's bid specifications; and

WHEREAS, staff recommends awarding the bid to Toyota of Escondido in the amount of \$156,570.90 not including the 1% local sales tax credit; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award the bid to Toyota of Escondido.

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 City Council accepts the recommendation of staff and finds Toyota of Escondido to be the lowest most responsive and responsible bidder who met the City's bid specifications.
3. That the City Council is authorized to approve on behalf of the City, the bid award to Toyota of Escondido for the purchase of six Toyota Camry Hybrids.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 5

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Award Bid for a Vacuum Sewer Jet Truck

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-15 to reject Haaker Equipment Company's bid in the amount of \$428,976 which includes sales tax, documentation fees, training, and California State Tire Recycling fee as a nonresponsive bidder; and accept Plumbers Depot Incorporated in the amount of \$451,175.40 for the purchase of a vacuum sewer jet truck to be utilized by the Public Works Streets Department for storm water compliance.

FISCAL ANALYSIS:

Sufficient funds are available in the Fleet Service Vehicle Replacement Fund which includes a budget transfer of \$100,000 from Stormwater as previously approved by Council on June 12, 2013.

BACKGROUND:

Requests for bids were mailed to six vendors on December 11, 2013. Four bids were received and opened on January 7, 2014, of which two bids were no bid. The bid results are as follows:

Vendor	Amount
Haaker Equipment Company	\$ 428,976.00
Plumbers Depot Incorporated	451,175.40
Nixon Egli Equipment Company	No Bid
Municipal Maintenance Equipment	No Bid

Staff reviewed all bid responses and the apparent low bidder, Haaker Equipment Company, failed to notarize their bid which is a bid requirement. As a result, staff recommends Haaker Equipment Company's bid to be rejected as nonresponsive and that Council award the bid to Plumbers Depot Incorporated in the amount of \$451,175.40 who conformed to the City's bid specifications and requirements. Fleet Services Department is replacing vehicle 3227, a 2006 sweeper, and vehicle 3274, a 1988 grader, due to exceeding their standard service life expectancy, high engine hours, and mechanical conditions.

Respectfully submitted,


Sheryl Bennett,
Director of Administrative Services


Joan Ryan,
Assistant Finance Director

DATE 01/21/2014

TO: Blanca Wolf, Purchasing Supervisor

FROM: Joseph Goulart, Fleet Maintenance Superintendent

SUBJECT: Award Bid 13-07, Combination Sewer Jet, to Plumbers Depot.

After reviewing the quotes and bid specifications received from bid number, 13-07 Combination Vacuum/Sewer Jet Truck, I recommend that we award the bid to Plumbers Depot Inc., in the amount of \$451,175.40. Plumbers Depot was the only bid received on January 7th, 2014 to meet all bid specifications. Unfortunately Haaker Equipment Company failed to notarize their bid, which is a bid requirement. I recommend that Haaker Equipment Company's bid be rejected and considered nonresponsive, due to the failure to notarize their submitted bid packet. Haaker Equipment Company deviated on several key areas of the bid specification. These deviations would have increased the overall cost of Haaker Equipment Company's bid.

RESOLUTION NO. 2014-15

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING CITY COUNCIL TO
APPROVE THE BID AWARD FOR THE
PURCHASE OF A VACUUM SEWER JET
TRUCK FROM PLUMBERS DEPOT
INCORPORATED

WHEREAS, sufficient funds are located in the Fleet Services Vehicle Replacement Fund; and

WHEREAS, the City of Escondido duly published an invitation for bids for a vacuum sewer jet truck to include detailed bid specifications; and

WHEREAS, request for bids for a vacuum sewer jet truck were mailed to vendors on December 11, 2013; and

WHEREAS, four bids were opened and evaluated on January 7, 2014; and

WHEREAS, Haaker Equipment Company was the apparent low bidder but failed to comply with the City's bid general provisions as stated in the preceding staff report; and

WHEREAS, staff recommends awarding the bid to Plumbers Depot Incorporated who conformed to the City's bid specifications and requirements in the amount of \$451,175.40; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award the bid to Plumbers Depot Incorporated.

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 City Council accepts the recommendation of staff and finds Plumbers Depot Incorporated to be most responsive and responsible bidder who met the City's bid specifications.
3. That the City Council is authorized to approve on behalf of the City, the bid award to Plumbers Depot Incorporated for the purchase of a vacuum sewer jet truck.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 6

Date: February 12, 2014

TO: Honorable Mayor and Members of the Successor Agency

FROM: Sheryl Bennett, Director of Administrative Services

SUBJECT: Adoption of Resolution No. 2014-06 Approving Recognized Obligation Payment Schedule (ROPS 14-15A) for July 2014 thru December 2014

RECOMMENDATION:

It is requested that the City Council approve Resolution No. 2014-06 to adopt the Recognized Obligation Payment Schedule (ROPS 14-15A) 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).

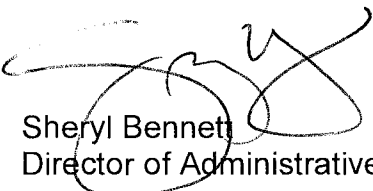
PREVIOUS ACTION:

ROPS 13-14B was approved by the City on September 9, 2013.

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 July 2014 to December 2014 period. These payments are for the following: 2007A and B Lease Revenue Bonds (\$6,611,382), Bond Trustee Administrative Fees (\$9,500), Educational Revenue Augmentation Fund Payments (\$694,978), Successor Agency property utilities (\$14,000), and administrative costs (\$219,475).

Respectfully submitted,


Sheryl Bennett
Director of Administrative Services

RESOLUTION NO. 2014-06

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 JULY 2014 THRU DECEMBER
2014 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 obligations that are enforceable within the meaning of Health and Safety Code Section 34167(d) 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 July 2014 to December 2014, which is attached hereto as Exhibit "A" and incorporated by this reference.

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

Filed for the July 1, 2014 through December 31, 2014 Period

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):	\$ 7,535,335
F	Non-Administrative Costs (ROPS Detail)	7,315,860
G	Administrative Costs (ROPS Detail)	219,475
H	Current Period Enforceable Obligations (A+E):	\$ 7,549,335

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	7,535,335
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(638,326)
K	Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 6,897,009

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	7,535,335
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	Adjusted Current Period RPTTF Requested Funding (L-M)	7,535,335

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) 14-15A - ROPS Detail
July 1, 2014 through December 31, 2014
 (Report Amounts in Whole Dollars)

[illegible]

Recognized Obligation Payment Schedule (ROPS) 14-15A - 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.								
A	B	C	D	E	F	G	H	I
	Cash Balance Information by ROPS Period	Fund Sources						Comments
		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 balances retained	Prior ROPS RPTTF distributed as reserve for next bond payment	Rent, Grants, Interest, Etc.	Non-Admin and Admin	
ROPS 13-14A Actuals (07/01/13 - 12/31/13)								
1	Beginning Available Cash Balance (Actual 07/01/13) Note that for the RPTTF, 1 + 2 should tie to columns J and O in the Report of Prior Period Adjustments (PPAs)			1,212,300	907,200	18,796		
2	Revenue/Income (Actual 12/31/13) Note that the RPTTF amounts should tie to the ROPS 13-14A distribution from the County Auditor-Controller during June 2013					380,528	7,324,604	
3	Expenditures for ROPS 13-14A Enforceable Obligations (Actual 12/31/13) Note that for the RPTTF, 3 + 4 should tie to columns L and Q in the Report of PPAs			1,212,300	907,200	371,332	6,671,950	
4	Retention of Available Cash Balance (Actual 12/31/13) Note that the RPTTF amount should only include the retention of reserves for debt service approved in ROPS 13-14A							
5	ROPS 13-14A RPTTF Prior Period Adjustment Note that the RPTTF amount should tie to column S in the Report of PPAs.	No entry required					638,326	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ 27,992	\$ 14,328	
ROPS 13-14B Estimate (01/01/14 - 06/30/14)								
7	Beginning Available Cash Balance (Actual 01/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ -	\$ -	\$ -	\$ -	\$ 27,992	\$ 652,654	
8	Revenue/Income (Estimate 06/30/14) Note that the RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014						1,611,445	
9	Expenditures for 13-14B Enforceable Obligations (Estimate 06/30/14)						1,611,445	
10	Retention of Available Cash Balance (Estimate 06/30/14) Note that the RPTTF amounts may include the retention of reserves for debt service approved in ROPS 13-14B							
11	Ending Estimated Available Cash Balance (7 + 8 - 9 -10)	\$ -	\$ -	\$ -	\$ -	\$ 27,992	\$ 652,654	

(Report Amounts in Whole Dollars)

ROPS 13-14A 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 13-14A (July through December 2013) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15A (July through December 2014) period will be offset by the SA's self-reported ROPS 13-14A 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.

Data Reported by the State Auditor to the County Auditor, Controller (CNC) and the State Controller:																			
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures											Net SA Non-Admin and Admin PPA
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin						
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (RDPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (RDPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)	
		\$ -	\$ -	\$ 2,119,500	\$ 2,119,500	\$ 433,482	\$ 357,004	\$ 8,697,991	\$ 7,310,276	\$ 7,310,276	\$ 8,671,960	\$ 638,326	\$ 260,940	\$ 14,328	\$ 14,328	\$ 14,328	\$ -	\$ 638,326	
1	1992 Revenue & Cap.	-	-	-	-	347,482	347,681	1,892,518	1,892,518	\$ 1,892,518	1,892,319	\$ 199						\$ 199	
2	2007A Lease Revenue	-	-	2,000,000	2,000,000	-	-	3,080,626	1,702,410	\$ 1,702,410	1,080,626	\$ 621,785						\$ 621,785	
3	2007B Lease Revenue Bonds	-	-	-	-	-	-	1,310,348	1,310,348	\$ 1,310,348	1,310,348	\$ -						\$ -	
4	Bond Expense	-	-	-	-	-	-	9,500	-	\$ -	-	\$ -						\$ -	
5	Bond Debt Obligation Reserve	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
6	Loan Repayment to General Fund	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
7	Loan Repayment to Traffic Impact Fund	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
8	Loan Repayment to Housing Set Aside Fund	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
9	CalHFA Loans	-	-	-	-	-	-	2,405,000	2,405,000	\$ 2,405,000	2,388,658	\$ 16,342						\$ 16,342	
10	Employee Costs-Admin, Fee	-	-	119,500	119,500	-	-	-	-	\$ -	-	\$ -	260,940	14,328		14,328		\$ -	
11	Pass Through Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
12	Pass Through Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
13	Pass Through Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
14	Pass Through Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
15	Pass Through Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
16	Pass Through Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
17	Pass Through Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
18	Pass Through Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
19	Pass Through Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
20	Pass Through Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
21	Pass Through Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
22	Pass Through Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
23	Pass Through Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	
24	Utilities	-	-	-	-	6,000	9,323	-	-	\$ -	-	\$ -						\$ -	
25	Property Management Expenses	-	-	-	-	80,000	-	-	-	\$ -	-	\$ -						\$ -	
26	Loan Repayment to General Fund	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -	

Recognized Obligation Payment Schedule 14-15A - Notes July 1, 2014 through December 31, 2014	
Item #	Notes/Comments
2,3	These bonds refunded the 1995 Lease Revenue Bonds that refunded the 1992 B Lease Revenue Bonds. The 1992 Lease Revenue bond proceeds were used to construct the conference facility, a lyric theatre and a visual arts center. The 2007 bonds will be paid in full on 9/1/2018.
7	The interest rate on this loan is the average annual municipal GO bond rate for a 20 year bond plus 1 percent. Total obligation is estimated using the prior year's interest rate calculation.
9	The Housing Set Aside Fund received loans from CA Housing Finance Agency. The proceeds of these loans were used to finance the property acquisitions for the projects of Washington Plaza Apartments, Trinity Apartments, Brotherton, Los Ventanas and SoCal Housing.
24,27,28	Termination date will be the date the property is sold. Property: 480 N. Spruce. Tenant vacated on 5/31/13. Amounts due are estimated.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Debra Lundy, Real Property Manager

SUBJECT: Grant of Electric Facilities Easement to SDG&E (APN: 235-051-05)

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-07 authorizing the Real Property Manager to execute a utility easement to SDG&E.

FISCAL ANALYSIS:

A one-time payment of \$1,019.43 will be deposited into the Utilities Enterprise Fund.

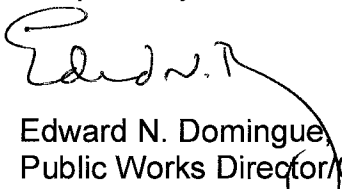
PREVIOUS ACTION:

N/A

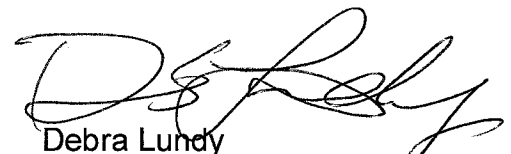
BACKGROUND:

As part of Standard Pacific's residential development known as Harmony Grove Village, SDG&E will be installing underground facilities and appurtenances for the transmission and distribution of electricity. In order for SDG&E to complete its project, it will require easement interests from the City on portions of City Utilities parcel APN: 235-051-05. Once the facilities have been installed, the developer will prepare a more precise plat & legal description to supplement the easement deed. Based on an earlier appraisal performed on this property for a similar easement request and available current market data, Real Property has determined that the fair market value of the easement interests is \$1,019.43. The Utilities Department has reviewed the easement request and has determined that the proposed facilities will not impact the remaining larger parcel since the parcel has already been bisected by Standard Pacific's previous acquisition for its offsite road improvements and the subject easement area is located primarily within remnant unusable slope area.

Respectfully submitted,



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



Debra Lundy
Real Property Manager

RESOLUTION NO. 2014-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER TO EXECUTE, ON BEHALF OF THE CITY, A GRANT OF EASEMENT TO SAN DIEGO GAS & ELECTRIC COMPANY FOR INSTALLATION OF UNDERGROUND ELECTRIC FACILITIES AND APPURTENANCES

WHEREAS, real property identified as Assessor's Parcel Number 235-051-05 is owned by the City of Escondido; and

WHEREAS, San Diego Gas & Electric ("SDG&E") plans to install underground facilities and appurtenances for the transmission and distribution of electricity related to the Harmony Grove Village residential development project; and

WHEREAS, to accomplish the project, said facilities will need to be installed on a portion of the City's parcel under easement interests; and

WHEREAS, the City desires to grant an Easement Deed to SDG&E for said purposes.

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 is authorized to execute, on behalf of the City, an easement, substantially similar to the Easement Deed attached as Exhibit "A," granting easement interest affecting Assessor Parcel Numbers 235-051-51 to SDG&E, and is incorporated by this reference.

Recording Requested by
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company
8335 Century Park Court, Suite 100
San Diego, CA 92123-1569
Attn: Real Estate Records - CP11D

Resolution No. 2014-07
EXHIBIT A
Page 1 of 5

SPACE ABOVE FOR RECORDER'S USE

Project No.: 356523-020
Const. No.: 2306851
A.P. N.: 235-051-05
Sketch No.: OS-15411

Transfer Tax None
SAN DIEGO GAS & ELECTRIC COMPANY

EASEMENT

CITY OF ESCONDIDO, a Municipal corporation (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), a non-exclusive easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

Underground facilities and appurtenances for the transmission and distribution of electricity.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials. Grantor reserves the right to grant overlapping easement interests subject to SDG&E's approval, which shall not be unreasonably withheld.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

That portion of Block 143 of Rancho Rincon Del Diablo, according to Map thereof No. 724 in the Office of the County Recorder of said County of San Diego as described in a Deed recorded July 26, 1988 at Document No. 88-361494 of Official Records of said County of San Diego.

The easement in the aforesaid property shall be those certain strips of land, the approximate locations shown and delineated as "EASEMENT AREAS", on the Exhibit "A", consisting of one (1) sheet, attached hereto and made a part hereof.

Once Grantee has installed its facilities, the developer (Standard Pacific Corp) will prepare a description of the actual location of the center line or metes and bounds of the facilities and Grantee will record the description by an Amendment to Easement document in the Office of the County Recorder of the County of San Diego as a substitute for said Exhibit "A" attached hereto

It is understood and agreed by Grantor, and its successors-in-interest, that its interest shall be subordinate to the substituted easement description as if the substituted easement description was fully set forth at the time of this grant.

In order to provide adequate working space for Grantee, Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, park any vehicle, deposit any materials, plant any trees and/or shrubs or change ground elevation within eight (8) feet of the front of the door or hinged opening of any above ground facility installed within this easement.

Grantor grants to Grantee the right to erect and maintain on Grantor's property within this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

Resolution No. 2014-07
EXHIBIT A
Page 2 of 5

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this _____ day of _____, 20____.

CITY OF ESCONDIDO, a Municipal corporation

By: _____

Name: _____
(print name)

Title: _____

By: _____

Name: _____
(print name)

Title: _____

Resolution No. 104-07
EXHIBIT A
Page 3 of 5

Drawn: GAM

Checked: _____

Date: November 18, 2013(revised 1/6/14)

STATE OF CALIFORNIA

COUNTY OF _____

Resolution No. 2014-07
EXHIBIT A
Page 4 of 5

On _____, before me _____,
(name, title of officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary Public) (Notary Seal)

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me _____,
(name, title of officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

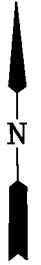
WITNESS my hand and official seal.

(Signature of Notary Public) (Notary Seal)

T:\and\data:

235
05

Sheet 2 of 3



VILLAGE DRIVE

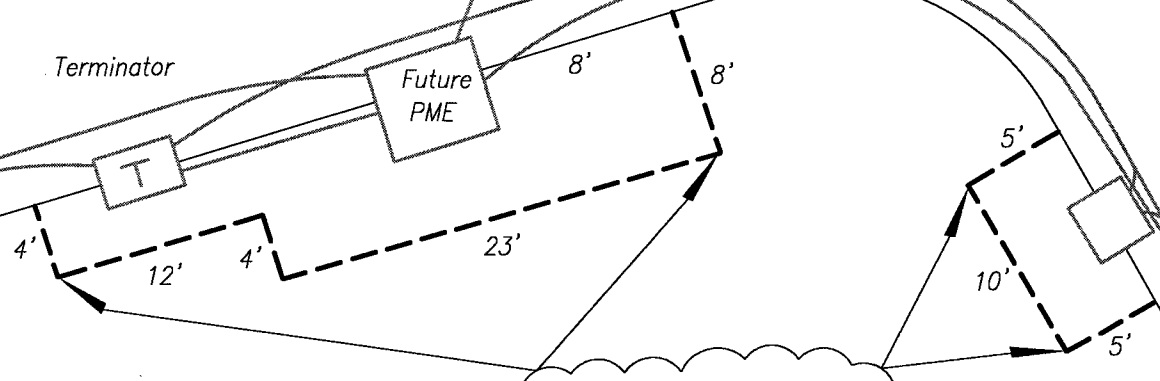
CITRACADO PKWY

UG Elec

Terminator

Future
PME

Future
Transformer



EASEMENT AREAS

Owner:
CITY OF ESCONDIDO
7/26/1988; 88-361494

APN: 235-051-05

Por Blk 143
Rho Rincon Del Diablo
Map No. 724

UG ELEC

TYPE

SAN DIEGO GAS & ELECTRIC SAN DIEGO, CALIFORNIA		ORIGINATOR:	OK TO INSTALL:	PROJECT NO. DPSS CONST. NO. PROJECT DRAWING NO. DRAWING	
		ORIGINATOR			
NAME ADDRESS SUP-ADDRESS LOCATION		SURVEYED BY:	R/W OK:		
		SURVEYOR			
		DRAWN BY:	DATE:		
		DRAFTER	THOS. BROS. THOMAS		
		DATE:	DATE:		
		SCALE:	SCALE:		
NO.	SUPPLEMENTS			DATE:	APP'D

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Second Amendment to the Consulting Agreement with AECOM for Design of the Citracado Parkway Extension Project

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2014-19, authorizing the Mayor and City Clerk to execute the second amendment to the consultant contract with AECOM in the amount of \$634,448 for additional design services for the Citracado Parkway Extension Project.

FISCAL ANALYSIS:

Funding for design in the amount of \$634,448 is expected to result in an overall project cost savings of \$4 million. Staff continues to actively pursue additional project funding, including applying for a \$3 million Economic Development Assistance Grant and Transnet bonding.

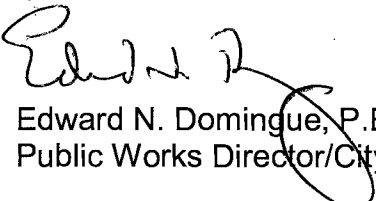
PREVIOUS ACTION:

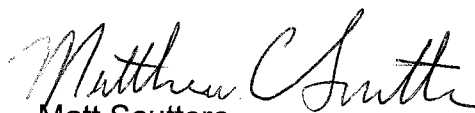
On August 1, 2012, City Council approved a consulting agreement with AECOM in the amount of \$2,135,356 for design of this project. On January 28, 2014, the Public Works Director/City Engineer approved the First Amendment to Consulting Agreement in the amount of \$44,585 for value engineering and additional right of way document services for this project.

BACKGROUND:

Through value engineering conducted for the project, staff has identified an estimated \$4 million of construction cost savings. In order to realize the potential savings, an amendment to the Consultant contract is required to incorporate changes in the design, including shortening and narrowing the bridge and roadway. Please refer to Exhibit A of the resolution for scope of services.

Respectfully submitted,


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


Matt Souttere
Associate Engineer

RESOLUTION NO. 2014-19

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK, TO EXECUTE, ON BEHALF OF THE
CITY, A SECOND AMENDMENT TO THE
CONSULTING AGREEMENT WITH AECOM
FOR DESIGN OF THE CITRACADO
PARKWAY EXTENSION PROJECT

WHEREAS, On August 1, 2012, City Council approved execution of a Consulting Agreement for the final design of the Citracado Parkway, Andreasen Drive to West Valley Parkway Project ("Project") in the amount of \$2,135,356; and

WHEREAS, On January 28, 2014, the Public Works Director/City Engineer approved the First Amendment to the Consulting Agreement in the amount of \$44,585 for value engineering and additional survey services; and

WHEREAS, the Director of Public Works/City Engineer recommends the execution of a Second Amendment to the Consulting Agreement for additional design services for the Project in the amount of \$634,448; and

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

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Public Works/City Engineer.

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Second Amendment to the Consulting Agreement ("Agreement") with AECOM for additional design services for the Citracado Parkway Extension Project. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference

CITY OF ESCONDIDO
SECOND AMENDMENT TO CONSULTING AGREEMENT

This "Amendment" is made this 12th day of February, 2014.

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

And: AECOM
 7807 Convoy Court, Suite 200
 San Diego, CA, 92111
 Attn: Richard Leja
 (858) 268-8080
 ("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on August 20, 2012 ("Agreement"), wherein CITY retained CONSULTANT to provide services for Preparing Final Plans and Specifications for the Citracado Parkway, W. Valley Parkway to S. Andreasen Drive project; and
- B. CITY and CONSULTANT desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Amendment, which is incorporated by reference;

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

- 1. The CONSULTANT will furnish the services described in "Attachment A" to this Amendment.
- 2. CITY will compensate the CONSULTANT in an additional amount not to exceed \$634,448, pursuant to the conditions contained in "Attachment A" to this Amendment.

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

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

AECOM

Richard Leja
Vice President Transportation

(The above signature should be notarized)

APPROVED AS TO FORM:

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

By: _____

January 28, 2014

Julie Procopio, P.E.
Assistant Director of Public Works/Engineering
City of Escondido
Public Works Department, Engineering Division
201 North Broadway
Escondido, CA 92025

Subject: Citracado Parkway (Andreasen Drive to West Valley Parkway) - Proposal for 75% Submittal Redesign

Dear Mrs. Procopio:

As requested, please find attached our revised proposed scope and budget to provide additional design services for the redesign of the planned improvements to Citracado Parkway between Andreasen Drive and West Valley Parkway (project). This proposal reflects an update to previous changes requested by the City in order to reduce the construction cost of the project as well as a few additions from our recent discussions. These include coordination with County of San Diego for the new submittal, individual profiling of the HMP subdrains, and additional cross sections for the grinding areas, in case the City chooses to include this information in the bid package.

As we discussed, the new 75% submittal package will include the details of the proposed design to allow for plan check by utility companies and City review. However, we have also attached a response to the all of the design elements that were identified in the recent email to illustrate where each of the design elements were (and will be) shown in the package.

We understand that the previously authorized additional services (Value Engineering, additional surveying, etc) will be part of a separate amendment in advance of the current one. Therefore, we have removed these from this proposal. Our estimated total fees to provide the new 75% Submittal are \$634,448. We look forward to continuing our work on this important project and have already started work on the critical path items so that the schedule can be accelerated, as much as possible to help meet the City's objectives for this project.

Please contact me regarding any questions that you have or if you need additional information for your review. Thank you.

Sincerely,



Richard Leja, P.E.
Vice President - AECOM Technical Services

Attachments: Scope of Work Proposal, 1/27/2014
Proposed 75% Redesign Budget, 1/27/2014

CC: Mr. Homi Namdari

Scope of Work

Citracado Parkway (Andreasen Drive to West Valley Parkway)

75% Submittal Redesign

Introduction

Escondido (City) staff has requested a proposal from AECOM Technical Services, Inc. (AECOM) to redesign the 75% PS&E public improvement drawings for the final design of Citracado Parkway based on the Value Engineering evaluation done by AECOM and the City.

Presented below is the Scope of Work for AECOM.

Our estimated fee to perform this work can be found in subsequent sections of this Scope of Work.

Project Limits

The project is located within the City of Escondido and unincorporated areas of the County of San Diego. The southern project limit is located at the existing Citracado Parkway/West Valley Parkway intersection. The northern project limit is located at the existing Citracado Parkway/Andreasen Drive intersection. The western project limit will be located at the nearest connection between Citracado Parkway and existing Kauana Loa Drive/Harmony Grove Road using standard design geometry. The eastern project limit is where the existing Harmony Grove Road will be reconfigured as a cul-de-sac, immediately west of Pacific Oaks Place.

Project Description

The project is planned to improve Citracado Parkway to Major Road standards between West Valley Parkway and Avenida Del Diablo by narrowing the existing median to provide two additional travel lanes. From Avenida Del Diablo to Andreasen Drive, the project would construct a new road to Major Road standards, and construct a new bridge crossing of Escondido Creek. A large retaining wall is planned near the proposed intersection of Harmony Grove Village Parkway, at the northeast corner.

Scope of Work

The Scope of Work is generally limited to preparation for the redesign 75% submittal of plans, specifications and estimate (PS&E) for roadway improvements, including Hydromodification and drainage studies. Compensation for this work, as with the original contract, will be paid as percent complete.

Current Scope of Work tasks are organized into the following primary categories:

- Task 100 – Project Drainage Study
- Task 300 – Geotechnical Engineering
- Task 400 – Survey Data for Design
- Task 500 – Civil Plans, Specifications, and Estimate

Scope of Work

Citracado Parkway – Andreasen Drive to West Valley Parkway

75% Redesign

- Task 600 – Structures Plans, Specifications, and Estimate
- Task 700 - Landscape Architecture
- Task 800 – Utility Design and Coordination
- Task 900 – County of San Diego Coordination and Permitting
- Task 1000 – Project Management

Scope of Work for 75% Redesign:

Task 100 – Hydromodification Plan Study and Project Drainage Study

103 – Prepare Revised Hydromodification Management Plan Study

AECOM will prepare a revised Hydromodification Management Plan (HMP) Study to determine the appropriate HMP implementation strategies, identification of roadway design elements to support the HMP, needed easement areas, cost considerations, and drainage system concepts. The Revised HMP Study will revise the section of the study for the roadway extension portion of the project between Harmony Grove Village Parkway and Andreasen Drive. The HMP Study will result in the development of a Technical Memorandum to be placed as an addendum to the project Water Quality Technical Report (WQTR).

AECOM will make maximum use of existing documentation to adequately address the anticipated impacts of the project, characterize environmental issues, and identify impact minimization design measures (e.g., BMPs). The existing WQTR will be amended to detail the proposed Hydromodification Management facilities for the project. The technical memorandum will include HMP analyses and design measures to meet the requirements of the City's Stormwater Standards.

A receiving channel erosion susceptibility analysis (per methodology outlined in Appendix B of the County's SUSMP) from the previous version of the study will be utilized to design HMP BMPs. The San Diego Hydrology Model (SDHM) will be used to size the HMP facilities.

The results of the calculations will be reviewed and a final planning and design methodology will be selected, describing the appropriate treatment/infiltrations technologies. Sizing calculations for subdrains using the BMP sizes from the analysis will be conducted. A layout of the proposed system of storm water treatment/infiltration BMPs will be prepared. The layouts will include:

- Location and approximate sizing of the BMPs
- Proposed treatment method/technologies
- BMP subdrain system layout showing connection points to existing and proposed drainage facilities, including hydraulic sizing calculations

Scope of Work

Citracado Parkway – Andreassen Drive to West Valley Parkway

75% Redesign

Deliverable: Technical Memorandum addendum to the WQTR; HMP BMP storm water treatment/ infiltration layout.

104 – Conduct HMP Study Implementation Planning

AECOM will consider the results of the Revised HMP Study and adjust preliminary engineering planning to accommodate the identified HMP facilities north of Harmony Grove Village Parkway. The previous engineering design, the roadway profile grade and contour grading, had been developed in anticipation of an inverted roadway cross section. Based on the Value Engineering evaluation, the HMP study will result in the identification of a crowned cross section north of Harmony Gove Village Parkway resulting in the need to revise the roadway profile and grading to closely approximate the project footprint per the EIR for the possible locations of appropriate HMP BMPs. The existing road south of Avenida del Diablo will remain as an inverted roadway cross section. The HMP Study Planning will result in the development of roadway typical sections, profile, and grading to verify there are no additional environmental impacts and allow quick transition to the development of construction drawings. **Deliverable: Roadway Typical Sections, Profile, and Grading Plan per HMP Study and Environmental Footprint.**

105 - Prepare Project Drainage Study for Redesign

AECOM will revise the project drainage study to determine the appropriate facilities to convey storm water runoff for both on-site and off-site watershed areas north of Harmony Grove Village Parkway. The drainage study will utilize the existing drainage information and calculations from the previous version of the project drainage study.

The project drainage study will develop a scheme and layout of drainage features (storm drainage systems, culverts, inlets, outlets, energy dissipaters, ditches, etc.). Hydrology and hydraulic computations will be developed in conformance with the San Diego County Hydrology Manual and City of Escondido Guidelines. **Deliverable: Draft (digital) and Final Project Drainage Study (3 hard copy).**

Task 300 – Geotechnical Engineering

305 – Conduct additional Geotechnical Field Exploration, Laboratory Soil Testing and Geotechnical Analyses

AECOM's subconsultant Earth Mechanics, Inc. (EMI) will perform a geotechnical field investigation consisting of one borings for the bridge abutment location on the north side of the bridge.

EMI will perform a limited geotechnical field investigation using a track-mounted drill rig equipped with hollow stem augers to perform a single boring within the footprint of the proposed Abutment 3 footing. The purpose of the boring will be for the characterization of the soil conditions below the proposed abutment footing and to determine the depth to bedrock. The

Scope of Work Citracado Parkway – Andreasen Drive to West Valley Parkway 75% Redesign

boring will be advanced to the top of the granitic bedrock which is anticipated to be between El. +590 and +600 ft. The boring will not include coring into the rock and is not anticipated to exceed 20 ft in depth.

Subsurface soils and conditions will be logged and samples of soils will be collected for laboratory testing. For the soil boring, a split-spoon sampler will be used at depth intervals of 5 feet, alternating between a California Drive sampler and a Standard Penetration Test (SPT) sampler, to collect relatively undisturbed ring samples and small disturbed samples. The soil cuttings from the borehole will be mixed with cement and used to backfill the borehole.

A very limited laboratory testing program is proposed. If any tests are performed, they would include in-place moisture and density, grain-size distribution and either direct shear or UU triaxial strength testing. Laboratory tests will be conducted in general accordance with American Society of Testing and Materials (ASTM) standards or California Test Methods.

Results obtained from the currently proposed field investigation will be used to refine the idealized soil profile and soil strength parameters for analysis and design of the revised bridge configuration. Design and construction recommendations for the bridge will be based on AASHTO LRFD Bridge Design Specifications (2010) with Caltrans amendments. Seismic design of the bridge will follow the Caltrans Seismic Design Criteria (SDC, 2010).

Deliverable: Results of the supplemental field investigation, Draft and Final Preliminary Foundation Report (PRF).

Assumptions used to develop Task 300 Scope and Budget are:

- No restriction on day and time of field investigation during normal working hours.
- No investigation of hazardous materials. If hazardous materials are encountered during the field exploration, AECOM will immediately terminate work and notify City.
- Any special studies required for permitting are not considered part of this scope of work.
- Permit and right of entry fees are not included.
- Prevailing wage rates will apply for all contractors and field personnel.

Task 400 – Survey Data for Design

407 – Provide Additional Survey Data for Design

AECOM's subconsultant Aguirre & Associates will provide supplementary ground shots, and cross-sections to provide additional details to assist with the final design effort. The expected survey location shots and locations of the survey work is shown below:

1. West Valley Parkway to Harmony Grove Boulevard

Scope of Work

Citracado Parkway – Andreasen Drive to West Valley Parkway

75% Redesign

- a. New visible above ground utilities (including new RdDMWD items)
- b. Existing Curb returns for design of ADA compliant curb ramps
- c. Survey APN 235-162-20 for sound wall design
- d. Survey and Plot Boundary for APN 235-040-27

Task 500 – Civil Plans, Specifications, and Estimate

508 – Prepare 75% Redesign Submittal for Civil Plans

AECOM will develop a revised 75% level of completion civil plan submittal based on the Value Engineering evaluation. The Civil sheets that are affected by the redesign are:

- Typical Sections (2 Sheets)
- Road Plan and Profile (5 Sheets, with additional westerly and easterly curb profiles)
- Demo Plans (2 Sheets)
- Additional Construction Details (Curb Ramps)
- Grading and Drainage (5 Sheets)
- Striping and Signing Plans (3 Sheets)
- Profile for HMP Basin subdrains and details for connecting to existing system

509 – Prepare 75% Redesign Submittal for Street Lighting

AECOM will develop a revised 75% level of completion street lighting PS&E submittal based on the Value Engineering evaluation. The City has directed AECOM to revise the scope of work for the redesign of the street lighting to protect in place the existing light poles and replace the existing the light fixtures to LED fixtures between West Valley Parkway and Harmony Grove Village Parkway. For the portion of the project north of Harmony Grove Village Parkway, a revised layout of the poles, service pedestals, pull boxes, conduit routing will be required for the narrowing of the proposed roadway.

A site inventory of the existing light poles and every component will be done to examine their condition. It is assumed that no new wiring is required to replace the light fixtures. All proposed service locations for the portion of the project north of Harmony Grove Village Parkway will be coordinated with SDG&E.

The follow will be provided to SDG&E: Load calculations, including the service addresses (City to provide) and service pedestal location plans with utility service application forms. SDG&E will prepare construction plans and details to be incorporated in the bid documents.

510 – Prepare Additional 75% Redesign Submittal for Traffic Signals

Due to the redesign of Citracado Parkway, an additional submittal will be required for the Traffic Signals that was not in the original scope of work. Existing budget will be utilized to address

Scope of Work

Citracado Parkway – Andreassen Drive to West Valley Parkway 75% Redesign

comments from the City for the Traffic Signals. This task will include updating the base mapping shown on the Traffic Signal Plan and the time and cost to prepare the 75% redesign submittal.

511 - Prepare Additional 75% Redesign Submittal Technical Specs and Special Provisions

AECOM will revise specifications for the 75% redesign submittal. Task includes preparing an additional submittal that was not in the original scope of work.

512 – Prepare 75% Redesign Submittal Civil Cost Estimate

AECOM will prepare a revised 75% Civil Cost Estimate for the updated civil plans.

513 - Additional Cross Sections

AECOM will provide additional cross sections for the existing portion of Citracado Parkway at 50' increments. The cross sections will become part of the Plan set for Construction. Cross sections will show grade percentage for the widened portion of the road, top of median elevations and match point elevations.

Task 600 – Structures Plans, Specifications, and Estimate

608 – Prepare 75% Redesign Submittal for Bridge (PS&E)

AECOM will prepare draft Bridge General Plans for the redesigned bridge. The purpose of the draft Bridge General Plans will be to confirm location, structure type, foundation type, and the approximate dimensions. After approval of the Bridge General Plans, AECOM will prepare a 75% Redesign Submittal per the criteria included in the original scope of work for *Draft Structures PS&E*.

609 – Prepare 75% Redesign Submittal for Soil Nail Wall (PS&E)

AECOM will prepare revised Soil Nail Wall plans based on design changes from the Value Engineering evaluation. The changes are primarily the reduction in length due to the deletion of the HARRF driveway.

612 – Perform Independent Structures Check

AECOM subconsultant T.Y. Lin International (TYLI) will perform an independent check of the structures for the Citracado Parkway Bridge over Escondido Creek and adjacent walls.

Independent Check An independent check of the structures' layout and plans will be performed to confirm structural adequacy. This work will be done in accordance with the procedure outlined in Caltrans' Memo to Designers, Section 1-3, "Checking Procedure." The structures to be checked are: Citracado Parkway Bridge and Soil Nail Wall. One coordination meeting will be attended to

Scope of Work

Citracado Parkway – Andreasen Drive to West Valley Parkway

75% Redesign

present results of the independent check to the design team. Coordination with the design team to resolve comments prior to initial submittal to review is included. **Deliverable: Results of Independent Check/Review Comments.**

Task 700 – Landscape Architecture

705 – Prepare Right-Of-Way Landscape and Irrigation Construction Documents

The AECOM team will provide revised landscape and irrigation construction for the project limits north of Avenida Del Diablo.

Planting plans. Planting plans will indicate plant species, sizes, quantities and locations with notes, legends and detail reference call-outs, and installation details. **Deliverable: Planting Plans provided for 75% Redesign Submittal.**

Irrigation plans. Irrigation plans will be prepared which will incorporate current and proven technology and methods to produce an efficient and maintainable system. Plans will indicate sprinkler head layout, piping, valves, backflow prevention units, irrigation controller(s), control valves, sprinkler head layout and piping with notes, legends and detail reference call-outs, and construction details. Plans will also include water efficiency calculations. **Deliverable: Irrigation Plans provided for 75% Redesign Submittal.**

Specifications and cost estimates. Planting and irrigation specifications will be prepared in accordance with Greenbook Standard Specifications for Public Works Construction. AECOM's specifications will be provided in "ADD/DELETE" markup language, unless directed otherwise by the City. Cost estimates will be prepared at each delivery milestone reflecting a rough order of magnitude for construction. **Deliverable: Landscape and Irrigation Specifications provided for 75 % Redesign Submittal.**

706 – Prepare Mitigation Construction Documents

AECOM will prepare a revised construction plan package consisting of drawings, specifications, and cost estimate for the proposed on-site restoration and mitigation areas. The construction plan package for these areas will be coordinated with and integrated into the 75% Redesign Submittal construction plans for the ROW Landscape Plans. All plans will be prepared by AECOM's licensed landscape architect experienced in restoration plan preparation.

The plans are anticipated to include the following components.

Grading and erosion-control plans. Minimal grading is anticipated to be necessary for the on-site wetland mitigation area. The grading plan sheets will show spot elevations, existing and proposed contours, and the limit of grading. Grading plans will also contain direction for clearing and grubbing of the site and show proposed restoration areas and existing areas to be protected in-

Scope of Work

Citracado Parkway – Andreassen Drive to West Valley Parkway

75% Redesign

place. Grading plans will be prepared to 1/10-foot precision. The erosion control plans will show the locations of soil stabilization measures employed post-construction for the mitigation site.

Planting plans. Planting plan sheets will show the proposed planting and seeding, planting legend, and plant quantities, describing the size, type, and location of plant material (container plants and seed).

Irrigation plans. Irrigation plans will show the necessary components for a temporary automatic irrigation system for all restoration and mitigation areas. Plans will show point of connection (P.O.C.) information and the location, type, and size of mainlines, valves, lateral lines, heads, and all necessary supporting equipment.

Details. Plans will include details and notes required to adequately illustrate the intended design to contractors. Regional standard details will be used to the extent possible. AECOM's custom details for restoration projects will be used where regional details do not apply.

Specifications and cost estimates. Specifications will be prepared in accordance with 2009 Greenbook Standard Specifications for Public Works Construction. AECOM's specifications will be provided in "ADD/DELETE" markup language, unless directed otherwise by the City. All permit requirements from environmental permits acquired for the project will be compiled within the specifications. Cost estimates will be prepared at each delivery milestone reflecting a rough order of magnitude for construction.

Deliverable: Revised Restoration and Mitigation Area 75% Redesign Submittal Construction Drawings.

Task 800 – Utility Design and Coordination

809 – Revise Water/Recycled Water for 75% Redesign Submittal

AECOM will revise the Water Improvement plans for a 75% Redesign Submittal. This task will update plan base files and main locations within the revised road cross section to standard locations. Water main profiles will be revised based on the revised roadway section.

Task 900 – County of San Diego Co-ordination and Permitting

903 – Provide County of San Diego Coordination and Permitting

AECOM will coordinate with the County of San Diego to resubmit the 75% Redesigned plans for courtesy review and for improvement permits needed to construct the project within County jurisdiction. At this time, a grading permit is not anticipated for project areas within Citracado

Scope of Work

Citracado Parkway – Andreassen Drive to West Valley Parkway 75% Redesign

Parkway road right-of-way owned by the City and within County jurisdictional areas. A public improvement permit and grading permit is anticipated for public right-of-way areas now owned and maintained by the County of San Diego (Harmony Grove Road and Kauana Loa Drive).

Task 1000 – Project Management

1009 – Extend Project Accounting and Invoicing

AECOM will continue to provide project accounting and monthly invoicing conducted per the terms of the agreement between the City of Escondido and AECOM. Accounting will be performed within a system evaluated as acceptable per federal auditing standards. Subconsultant invoices will be processed by AECOM and included within monthly project invoicing to the City.

1010 – Attend Additional Regularly Scheduled Monthly Meetings with City

AECOM will organize and participate in additional Project Team meetings throughout the project design phase, beyond the originally scoped 12 months.

1011 – Extend Contract and Manage Subconsultants

AECOM will provide subconsultant agreement extensions and amendments with subconsultants, defining scope, schedule, and budget for their assigned tasks, and requiring adherence to terms of the agreement between the City of Escondido and AECOM.

Task Description	AECOM Transportation														Budget									
	Vice President/ Structures Technical Lead	Project Manager	Technical Group Leader (Specialty)	Project Engineer	Technical Leader	Planner	Engineer III+	Engineer	Designer	Project Specialist	Project Admin	Total Hours	Labor	Other Direct Costs (Mitigation and Reproduction)	Agitire & Associates	Earth Mechanics, Inc.	T.Y. Lin International	AECOM D&P	Total Subcontractant	Total				
75% Redesign																								
Task 100 – Hydromodification Plan Study and Project Drainage Study																								
103 - Prepare Revised Hydromodification Management Plan Study			12	6		13	51	-	20			102	\$ 15,039	\$ -					\$ -	\$ 15,039				
104 - Conduct HMP Study Implementation Planning Based on Revised Design				10			20		28			58	\$ 7,976						\$ -	\$ 7,976				
105 - Prepare Project Drainage Study for Redesign							30	30	20			130	\$ 18,874	\$ 200					\$ -	\$ 19,074				
Subtotal		4	6	6	24	10	30	30	28			290	\$ 41,889	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,089				
Task 300 – Geotechnical Engineering																								
305- Additional Borings for Relocated Abutment				2								2	\$ 336			\$ 9,310			\$ 9,310	\$ 9,646				
Subtotal				2								2	\$ 336			\$ 9,310			\$ 9,310	\$ 9,646				
Task 400 – Survey Data for Design																								
407 - Provide Additional Survey Data for Design				2								2	\$ 336			\$ 9,310			\$ 9,310	\$ 9,646				
Subtotal				2																				
Task 500 – Civil Plans, Specifications, and Estimate																								
508 - Prepare 75% Redesign Civil Roadway Improvement Plans (Typical Sections (2 shts), Plan and Profile (5 shts), Demo Plans (2 shts), Construction Details (1 sht), Grading and Drainage (5 shts), Striping Plans (3 shts)												10	\$ 1,312		\$ 6,600				\$ 6,600	\$ 7,912				
509- Prepare 75% Redesign Street Lighting (6 shts) PS&E	2	60	10	160	15	30	220	30	290			817	\$ 119,905	\$ 1,600										
510 - Prepare additional 75% Submittal for Traffic Signals (PS&E)			75	2	105				68			250	\$ 42,697						\$ -	\$ 42,697				
511 - Prepare 75% Redesign Technical Specs, Special Provisions and Bid Docs			4	16					30			80	\$ 7,196						\$ -	\$ 7,196				
512 - Prepare 75% Redesign Civil Cost Estimate			2	8			20	30	20			30	\$ 4,670						\$ -	\$ 4,670				
513 - Additional Cross Sections	2		8	3	30		8	30	24	20		125	\$ 18,512						\$ -	\$ 18,512				
Subtotal	4	70	92	218	120	38	285	54	448			57	\$ 7,376						\$ -	\$ 7,376				
Task 600 – Structures Plans, Specifications, and Estimate																								
608 - 75% Redesign Bridge PS&E												1,329	\$ 200,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 201,956				
609 - 75% Redesign Soil Nail Wall PS&E			8	56	16		190	440	520	24		1,254	\$ 160,776	\$ 700					\$ -	\$ 161,476				
612 - Perform Independent Structures Check on 75%			2	16	16		40	110	40			224	\$ 29,926	\$ 200					\$ -	\$ 30,126				
Subtotal		16	72	36			230	550	564	24		1,492	\$ 193,200	\$ 900	\$ -	\$ -	\$ 36,655	\$ -	\$ 36,655	\$ 230,755				
Task 700 – Landscape Architecture																								
705 - Prepare 75% Redesign ROW Landscape and Irrigation Construction Documents																								
706 - Prepare 75% Redesign Mitigation Construction Documents																								
Subtotal																								
Task 800 – Utility Design and Coordination																								
809 - Revise Water/Recycled Water for 75% Redesign																								
Subtotal																								
Task 900 – County of San Diego Coordination and Permitting																								
903 - Provide County of San Diego Coordination for 75% Redesign																								
Subtotal																								
Task 1000 – Project Management																								
1009 - Extend Project Accounting and Invoicing																								
1010 - Attend Additional Regularly Scheduled Meetings with the City																								
1011 - Extend Contract and Manage Subcontractants																								
Subtotal																								
Subtotal 75% Redesign																								
Total	22	164	336	492	144	245	916	642	1,680	54	50	4,745	\$ 673,945	\$ 24,050	\$ 7,800	\$ 9,310	\$ 36,655	\$ 81,450	\$ 137,871	\$ 634,448				

Personal Category	\$/HR
Vice President/VPIC	\$230.00
Project Manager	\$223.00
Technical Group Leader	\$212.00
Project Engineer	\$168.00
Technical Leader	\$173.00
Planner	\$131.00
Engineer III+	\$144.00
Engineer	\$116.00
Designer	\$122.00
Project Specialist	\$108.00
Project Admin	\$85.00

Page 13 of 13
EXHIBIT 13
Resolution No. 2014-19

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9
Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Approve a Public Services Agreement and Budget Adjustment for Repair of a Storm Drain Pipe on Don Lee Place

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2014-18 authorizing the Public Works Director/City Engineer to execute a Public Service Agreement with Shaw Equipment Rentals and approving a budget adjustment for repair of a storm drain on Don Lee Place.

FISCAL ANALYSIS:

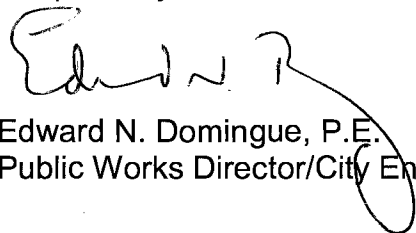
A budget adjustment in the amount of \$31,767 from the available balance of last year's street maintenance project is recommended to fund this project.

BACKGROUND:

A metal storm drain pipe and street on Don Lee Place requires immediate repair. The damaged storm drain pipe has caused a void in the ground that is preventing SDG&E from accessing their yard on Don Lee Place.

Staff conducted an informal bid for necessary repair work. Five quotations were received ranging from \$53,800 to \$22,767. The lowest bid, in the amount of \$22,767, was submitted by Shaw Equipment Rentals. Shaw is a General Contractor in good standing with the City that is qualified to perform the work. A contingency of \$9,000 is recommended for this project due to the nature of the work. Approval of a Public Services Agreement and associated budget adjustment is requested.

Respectfully submitted,



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



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



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: February 12, 2014
Department: Public Works
Division: Engineering
Project/Budget Manager: Ed Domingue 4843
Name Extension
Council Date (if applicable): February 12, 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
ML Street Maintenance	206-600019		\$31,767
Don Lee Pl Storm Drain Repair	206-NEW	\$31,767	

Explanation of Request:

This budget adjustment from the remaining balance of last year's street maintenance project will provide the necessary funding to pay for unanticipated repairs required as a result of a storm drain failure on Don Lee Place.

APPROVALS

Ed Domingue Ed Domingue 2/5/14
Department Head Date
Josh Gro 2/5/14
Finance Date

City Manager _____ Date
City Clerk _____ Date

Distribution (after approval):

Original: Finance

RESOLUTION NO. 2014-18

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 PUBLIC
SERVICES AGREEMENT FOR STORM
DRAIN REPAIR ON DON LEE PLACE

WHEREAS, The Public Works Director/City Engineer has recommended a Public Services Agreement with Shaw Equipment Rentals in the amount of twenty two thousand seven hundred sixty seven dollars (\$22,767) with a contingency of nine thousand dollars (\$9,000) to repair a void in the street on Don Lee Place caused by a failing storm drain pipe; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve an expenditure of an amount not to exceed thirty one thousand seven hundred sixty seven dollars (\$31,767);

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Public Works Director/City Engineer and authorizes the Public Works Director/City Engineer to execute, on behalf of the City, this Public Services Agreement ("Agreement") to make street repairs in Don Lee Place in an amount of twenty two thousand seven hundred sixty seven dollars (\$22,767) and to approve change orders in the amount of nine thousand dollars (\$9,000), and to authorize funding of this Agreement. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Agreement is made this day of , 20 .

Between: CITY OF ESCONDIDO
 a Municipal Corporation
 201 N. Broadway
 Escondido, California 92025
 Attn: Julie Procopio
 760-839-4001
 ("CITY")

And: Shaw Equipment Rentals
 P.O. Box 2109
 San Marcos , Ca. 92079-2109
 Attn: Dan Shaw
 760-591-3700
 ("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of services;

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$22,767. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by March 21, 2014. Extension of terms or time of performance may be made only upon the City's written consent.
3. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.

4. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
5. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
6. Insurance Requirements.
 - a. The CONTRACTOR 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 7(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
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR _____

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 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 CONTRACTOR's work, including its on-going operations and products-completed operations hazard.

- (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONTRACTOR 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.
7. Indemnification. CONTRACTOR (which in this paragraph 8 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 CONTRACTOR in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONTRACTOR 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 CONTRACTOR.
- Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2007-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.
8. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
9. 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.
10. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
11. 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.

12. 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 because any other provision has been waived by CITY, in whole or in part.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
19. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR 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. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the 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 CONTRACTOR to comply with this section.
20. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at

(<http://www.dir.ca.gov/DLSR>). 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 CONTRACTOR to comply with this section.

21. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and 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, 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: _____

Signature

Ed Domingue, PE

Shaw Equipment Rentals

Date: _____

(Contractor signature)

Title

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

Don Lee Storm Drain Reconstruction Project

Scope of Work:

The City has been notified of a failure surrounding a section of Arched Corrugated Pipe located within a drainage easement at the SDG&E Maintenance facility gate off of Don Lee Place and Alpine Way. Initially, SDG&E thought this condition was on private property and attempted to remedy the settlement by placing six yards of cement slurry into the apparent hole. When the settlement reappeared they contacted the City for assistance. It was determined that when the storm drain system was installed in 1981 a temporary 42 inch diameter bypass pipe was installed (*see attachment A*). This bypass piping (ACMP) has pulled away from the A-5 structure allowing water to infiltrate the area around the pipe line. The City has recently completed installation of a wall segment within the A-5 structure ensuring that all drainage within the City pipeline is diverted into an adjacent 48 inch RCP pipe. At this time, the City is seeking bids from contractors to fill the void and restore surface improvements.

Items of Work:

1. The contractor shall saw-cut, remove and replace a full width section of driveway measuring 26 feet. The length of the driveway replacement will be determined by the excavation method used by the contractor. The driveway replacement section will have 7 inches in depth with a #4 steel reinforcement at 18 inches on center minimum in both directions. Place the steel reinforcement 3 inches from the bottom of the slab grade. The steel reinforcement shall be 60,000 psi minimum strength per 201-2 of the SSPWC. Portland Cement Concrete (PCC) used will be 560-C-4000.
2. The contractor shall demo a section of the existing Arched CMP pipeline between the existing A-5 clean-out and the CMP pipe clean-out located 21 feet to the south (*see attachment A*). The pipe line is to be removed along clean lines, so that both existing storm drain structures are not disturbed. The amount of the pipeline removed will be determined by the contractor's excavation methods. Sand bags are to be placed within the newly created openings of the Arched CMP and a concrete lug, per San Diego Area Regional Standard Drawings, shall be installed securing both ends of the pipe line sections.
3. The contractor shall backfill the excavation per Section 300-4 of the SSPWC. **Jetting is not an approved method for this project.**
4. The contractor shall reinstall the electric gate, track and loops sensors to an operational condition. The replacement loop sensors shall match the existing units for size and shape.

5. The contractor shall implement Best Management Practices throughout the duration of the project, including inlet protection on Don Lee Place at the driveway entrance.
6. Traffic Control: The project is located along a fenced access point for the SDG&E maintenance yard. **No traffic control plan will be required.** The contractor is responsible for securing the excavation as well as the maintenance yard at the end of each business day.

Bid and Award Price:

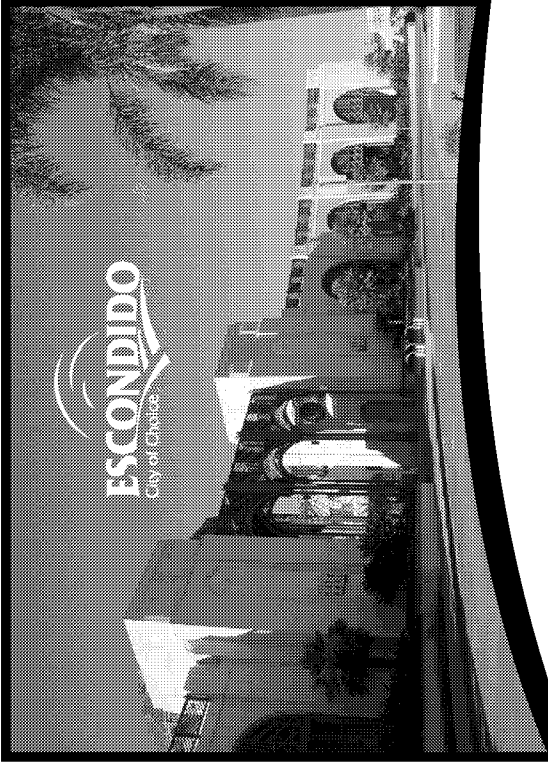
1. The project contractor shall execute a Public Service Agreement with the City; obtain a City of Escondido Business License and a NO FEE Encroachment permit prior to issuance of as construction permit. The City will provide all compaction testing services. **This is a Prevailing Wage Job.**
2. The final bid price shall include site safety measures; implement Best Management Practices and supply labor and material to perform the removal of all interfering items for the pipeline failure and complete restoration.
3. Payment to the contractor will be made in a lump sum contract amount upon satisfactory completion of the project in accordance with the items of work and to the satisfaction of the Field Engineering Inspector. There will be no requirement for performance, labor and material and guarantee and warranty bonds. Prior to contractor receiving the lump sum contract amount payment, the contractor shall provide the City with certification that all providers of labor and material have been fully paid.

Bid Items: (Items of Work 1 through 6)

1. Remove and replace concrete driveway, remove portion of Arched CMP pipeline, backfill void created by the pipe failure along with void created by pipe section removal, place concrete lugs at both end sections of Arched CMP pipe, reinstall electric gate, track and traffic detection loops to an operational condition from the concrete driveway replacement, secure the excavation as well as the maintenance yard, install SWPPP during duration of construction.

(Items of work 1 through 6) at A lump sum price of:

\$ _____



Item #10

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 10

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Implement Two Hour and Three Hour Parking on Portions of Lincoln Avenue, Ash Street, and W. Ninth Avenue

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-09, to implement limited time parking on Lincoln Avenue between Ash Street and Harding, Ash Street south of Lincoln Avenue, and the 300 Block of W. Ninth Avenue.

FISCAL ANALYSIS:

Funds are available in the CIP Streets Maintenance budget for the sign installation.

PREVIOUS ACTION:

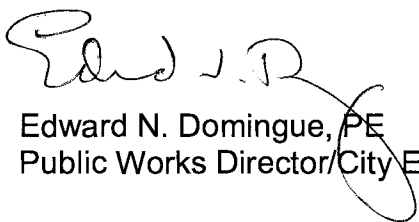
Transportation and Community Safety Commission (TCSC) recommended approval at their July 12th, 2012 meeting.

BACKGROUND:

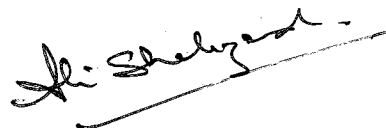
Area residents and businesses have requested that the City restrict the duration of on-street parking on portions of Lincoln Avenue, Ash Street, and W. Ninth Avenue in order to deter individuals from parking vehicles for sale along these areas. Two hour parking is recommended at all locations, with the exception of in front of Pioneer Elementary School, which is recommended as three hour restricted parking based on a request from School District staff.

Police Department staff has monitored other areas where City Council previously approved limited time parking to address this problem and found the number of parked vehicles for sale was reduced.

Respectfully submitted,



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



Ali M. Shahzad, PE
Associate Engineer

RESOLUTION NO. 2014-09

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE TRAFFIC SCHEDULES FOR
TIME ZONE PARKING

WHEREAS, Section 28-5(7) of the Escondido Municipal Code provides that the City Council shall establish a Traffic Schedule for on-street time parking zones; and

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

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

1. That the above recitations are true.
2. That the Traffic Parking Schedules for On-Street Time Parking Zones be amended to include Limited Time Zone parking on the following streets with minor field adjustments per field conditions.
 - a. E. Lincoln Avenue between Ash Street and Harding Street (two hour limit on north side and three hour limit on south side of street)
 - b. Ash Street south of Lincoln Avenue near Pioneer School (three hour limit).
 - c. 300 block of W. Ninth Avenue (two hour limit on both sides of street).

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Danielle M. Lopez, Neighborhood Services Manager

SUBJECT: Notice of Completion for the Escondido Creek Trail Lighting Project

RECOMMENDATION:

It is requested that Council approve and accept the Escondido Creek Trail Lighting Project and authorize staff to file a Notice of Completion for the project located along the Escondido Creek Trail between Broadway and Ash Street.

FISCAL ANALYSIS:

The City of Escondido receives annual formula allocations of Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). This project was funded with CDBG allocations, \$10,000 of Utilities Department funds, as well as a grant received from SANDAG in the amount of \$156,000.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Image and Appearance

PREVIOUS ACTION:

On April 6, 2011, Council approved the submittal of the 2011-2012 CDBG One Year Action Plan which included allocating \$200,000 for Escondido Creek Trail revitalization projects.

On March 6, 2013, Council adopted Resolution No. 2013-33 rejecting all bids for the Escondido Creek Trail Lighting Project and authorized staff to re-advertise for bids on this project.

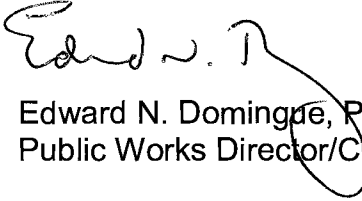
On May 1, 2013, Council approved the submittal of the 2013-2014 CDBG One Year Action Plan which included allocating an additional \$200,000 for the Escondido Creek Trail Lighting Project.

On June 19, 2013, Council adopted Resolution No. 2013-74 authorizing the Mayor and the City Clerk to execute a Public Improvement Agreement with Pro Tech Engineering, Corp. in the amount of \$546,880 for the Escondido Creek Trail Lighting Project and approved an amendment to the FY 2012-2013 CDBG Action Plan transferring \$320,000 from the Tulip Street Improvement Project to the Escondido Creek Trail Lighting Project.

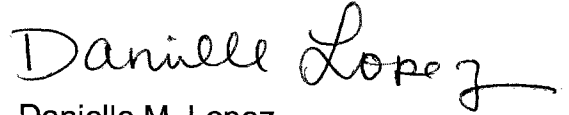
BACKGROUND:

The Escondido Creek Trail Lighting Project consisted of furnishing and installing approximately 88 direct burial street lights along the Escondido Creek Trail between Broadway and Ash Street. Work included trenching, pedestals and service points, furnishing and installing future camera system substructure, and providing the City with four additional light poles and fixtures. This project provides adjacent neighbors with safer, more attractive bicycle and pedestrian access. The project was finalized by Field Engineering on January 29, 2014, with a final cost of \$576,023.33.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Edward N. Domingue". The signature is fluid and cursive, with a large loop at the end.

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

A handwritten signature in black ink, appearing to read "Danielle Lopez". The signature is cursive and elegant, with a long horizontal stroke at the end.

Danielle M. Lopez
Neighborhood Services Manager

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Debra Lundy, Real Property Manager

SUBJECT: First Amendment to Lease Agreement with La Paz Funeral Home, Inc. at 240 South Broadway

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-12 authorizing the Real Property Manager and City Clerk to execute a First Amendment to Lease Agreement with La Paz Funeral Home, Inc. at 240 South Broadway.

FISCAL ANALYSIS:

Rental revenue in the amount of \$2,060/month will be deposited into the general fund.

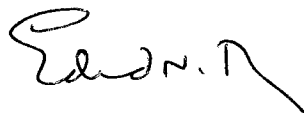
PREVIOUS ACTION:

Resolution 2012-166 was adopted on October 17, 2012 authorizing the Original Lease.

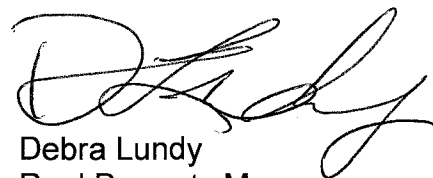
BACKGROUND:

The subject property was purchased for the City's Main Library Expansion Project and has been leased to La Paz Funeral Home, Inc. since February 2013 for the operation of chapel services as an extension of its main funeral home/mortuary located in San Diego. The original lease expires on February 25, 2014, but includes the option to extend the lease for two additional one-year terms. This Amendment would serve to exercise the first option to extend the lease term through February 25, 2015.

Respectfully submitted,



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



Debra Lundy
Real Property Manager

RESOLUTION NO. 2014-12

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 FIRST
AMENDMENT TO LEASE AGREEMENT
WITH LA PAZ FUNERAL HOME, INC.

WHEREAS, the City of Escondido purchased certain real property located at 240
S. Broadway for its Main Library Expansion Project; and

WHEREAS, said Main Library Expansion Project is temporarily delayed and the
property is currently under lease to La Paz Funeral Home, Inc. for the operation of
chapel services related to the its main funeral home/mortuary located in San Diego
since February 2013 ("Original Lease"); and

WHEREAS, the Original Lease expires on February 25, 2014 and contains
provisions for two additional one-year term extension; and

WHEREAS, the City and La Paz Funeral Home, Inc. desire to exercise the first
option for a one-year term extension to February 25, 2015; and

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

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

1. That the above recitations are true.

2. The Real Property Manager and City Clerk are authorized to execute, on behalf of the City, the First Amendment to Lease Agreement with La Paz Funeral Home, Inc., which is attached hereto as Exhibit "1" and incorporated by this reference.

FIRST AMENDMENT TO LEASE AGREEMENT

(240 South Broadway)

This FIRST AMENDMENT TO LEASE AGREEMENT is made as of this _____ day of _____, 2014.

Between: City of Escondido
201 North Broadway
Escondido, California 92025
("City")

And: La Paz Funeral Home, Inc.
A California Corporation
2601 Imperial Avenue
San Diego, CA 92102
("Lessee")

WITNESSESS THAT WHEREAS:

- A. City and Lessee entered into a Lease Agreement dated October 22, 2012, with an effective date of February 25, 2013 ("ORIGINAL AGREEMENT") for the lease of real property for the purpose of operating and maintaining a chapel for funeral services, at 240 South Broadway, Escondido, California ("Premises"); and
- B. The ORIGINAL AGREEMENT expires on February 25, 2014 with provisions to extend the term for two additional 1-year terms; and
- C. City and Lessee desire to extend the term of the lease for another one-year period.

NOW THEREFORE, it is mutually agreed by and between City and Lessee as follows:

- 1. The term of the lease as specified in Section 3 of the ORIGINAL AGREEMENT shall be extended to February 25, 2015.
- 2. In accordance with Section 5 of the Original Agreement "Options to Renew," rent shall increase by 3% from the previous year's rent for each option exercised. As such, Section 7 of the Original Agreement "Rent" shall be amended to \$2,060.00 per month.
- 3. All other terms and condition of the ORIGINAL AGREEMENT shall remain in full force and effect.

4. This FIRST AMENDMENT and the ORIGINAL AGREEMENT, together with their respective attachments, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year noted below.

CITY OF ESCONDIDO

Date: _____

Debra Lundy
Real Property Manager

Date: _____

Diane Halverson
City Clerk

LA PAZ FUNERAL HOME, INC.

Date: _____

Bertram W. Roberts
By (Print Name): BERTRAM ROBERTS

Its (Print Title): OWNER

Date: _____

By (Print Name): _____

Its (Print Title): _____

Approved as to Form:

Office of the City Attorney
JEFFERY R. EPP, City Attorney

By: _____
Deputy City Attorney

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Debra Lundy, Real Property Manager

SUBJECT: First Amendment to Lease Agreement with Escondido Federal Credit Union at 201 North Broadway (Portion) and East Valley Community Center (Portion)

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-11 authorizing the Real Property Manager and City Clerk to execute a First Amendment to Lease Agreement with the Escondido Federal Credit Union ("EFCU") at 201 North Broadway (Por.) and East Valley Community Center (Por.).

FISCAL ANALYSIS:

Rent revenue in the amount of \$3,278 is deposited into the general fund each month. Additionally, the City receives telecommunication and office automation fees for City Information Systems services, which are billed separately.

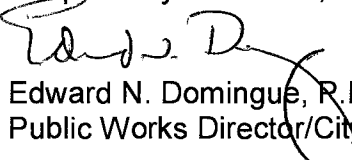
PREVIOUS ACTION:

Resolution 2010-161 was adopted on October 27, 2010 authorizing the Original Lease.

BACKGROUND:

The City and EFCU entered into a Lease Agreement dated January 4, 2011 ("Original Agreement") for the lease of a portion of the second floor of City Hall at 201 North Broadway, Escondido, California 92025, for the purpose of operating a non-profit financial institution. The "Premises" is described in an Attachment 'A' to the Original Agreement, referencing 2,200 square feet more or less. EFCU also occupies 746 additional square feet of space on the first floor of City Hall at 201 North Broadway, which use is included in the rent payments received by them, but is not covered under a written lease agreement. Further, EFCU operates an ATM Kiosk in the parking lot of the East Valley Community Center, at 2245 East Valley Parkway, which facility is not covered under a lease agreement. The parties desire to include these two additional leased areas in the Original Agreement. Further, the Original Agreement expires on January 3, 2014 and the parties desire to exercise the first option to extend the term of the lease for another two-year term to January 3, 2016.

Respectfully submitted,


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


Debra Lundy
Real Property Manager

RESOLUTION NO. 2014-11

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 FIRST
AMENDMENT TO LEASE AGREEMENT
WITH ESCONDIDO FEDERAL CREDIT
UNION

WHEREAS, the City of Escondido and Escondido Federal Credit Union entered into a lease agreement dated January 4, 2011, for the operation of a non-profit financial institution ("Original Lease"); and

WHEREAS, the Original Lease is for 2,200 square feet of office space located on the second floor of City Hall ("Leased Premises"); and

WHEREAS, Escondido Federal Credit Union ("EFCU") also occupies approximately 746 square feet of office space located on the first floor of City Hall, as well as an ATM kiosk in the parking lot of the East Valley Community Center, which spaces are not included in the Original Lease but are included in the rental payments received by the City from EFCU; and

WHEREAS, the Original Lease expires on January 4, 2014, but contains provisions for two additional two-year terms; and

WHEREAS, the City and EFCU desire to exercise the first option for a two-year term extension to January 3, 2016, and include the two additional leased spaces in the Leased Premises; and

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

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

1. That the above recitations are true.
2. The Real Property Manager and City Clerk are authorized to execute, on behalf of the City, the First Amendment to Lease Agreement with Escondido Federal Credit Union which is attached hereto as Exhibit "1" and incorporated by this reference.

FIRST AMENDMENT TO LEASE AGREEMENT

(Portions of 201 North Broadway and 2245 E. Valley Parkway)

This FIRST AMENDMENT TO LEASE AGREEMENT is made as of this _____
day of _____, 2014.

Between: City of Escondido
201 North Broadway
Escondido, California 92025
("CITY")

And: Escondido Federal Credit Union
P. O box 1957
Escondido, California 92033
("LESSEE")

WITNESSESS THAT WHEREAS:

- A. CITY and LESSEE entered into a Lease Agreement dated January 4, 2011 ("Original Agreement") for the lease of a portion of the second floor of City Hall at 201 North Broadway, Escondido, California 92025, for the purpose of operating a non-profit financial institution. The "Premises" is described in an Attachment 'A' to the Original Agreement, referencing 2,200 square feet more or less ("Premises"); and
- B. LESSEE also occupies 746 additional square feet of space on the first floor of City Hall at 201 North Broadway, which use is included in the rent payments received by LESSEE, but is not covered under a written lease agreement. The parties desire to amend the leased premises to include this space; and
- C. LESSEE operates an ATM Kiosk in the parking lot of the East Valley Community Center, at 2245 East Valley Parkway, which facility is not covered under a lease agreement. The parties desire to include this facility in the Original Agreement; and
- D. Said Original Agreement expires on January 3, 2014 but contains provisions for two additional 2-year terms. The parties desire to exercise the first term extension through January 3, 2016.

NOW THEREFORE, it is mutually agree by and between City and LESSEE as follows:

1. Paragraph A of the Original Lease shall be deleted in its entirety and replaced as follows:

"CITY desires to rent to LESSEE and LESSEE desires to rent from CITY certain portions of public property located at: 201 North Broadway, Escondido, California 92025 and 2245 East Valley Parkway, Escondido, California 92027, for the purpose of operating a non-profit financial institution."

2. Paragraph 1(b) of the Original Lease "Premises" is deleted in its entirety and replaced as follows:

"Premises" means the real property described in the Attachments 'A,' 'B,' and 'C.'"

3. The term of the lease as specified in Paragraph 3 of the Original Lease shall be extended through January 4, 2016.

4. Paragraph 7 "Rent" shall be deleted in its entirety and replaced with the following:

"In consideration of the possession and use of the Premises, LESSEE shall deliver and pay rent to CITY during the term of this Lease in the amount of \$3,278 per month. Additionally, LESSEE shall pay telecommunication and Office Automation Fund charges, which shall be billed directly from the City's Finance Department each month.

All rental payments shall be due on or prior to the 5th of each month."

5. All other terms and condition of the ORIGINAL AGREEMENT shall remain in full force and effect.
6. This FIRST AMENDMENT and the ORIGINAL AGREEMENT, together with their respective attachments, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter.

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

(Signatures follow on the next page)

CITY OF ESCONDIDO

Date: _____

By: _____
Debra Lundy, Real Property Manager

Date: _____

By: _____
Diane Halverson, City Clerk

ESCONDIDO FEDERAL CREDIT UNION

Date: _____

By: _____
Dianne Wettig, CEO

Date: _____

By: _____

(Print Name & Title)

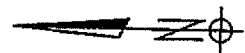
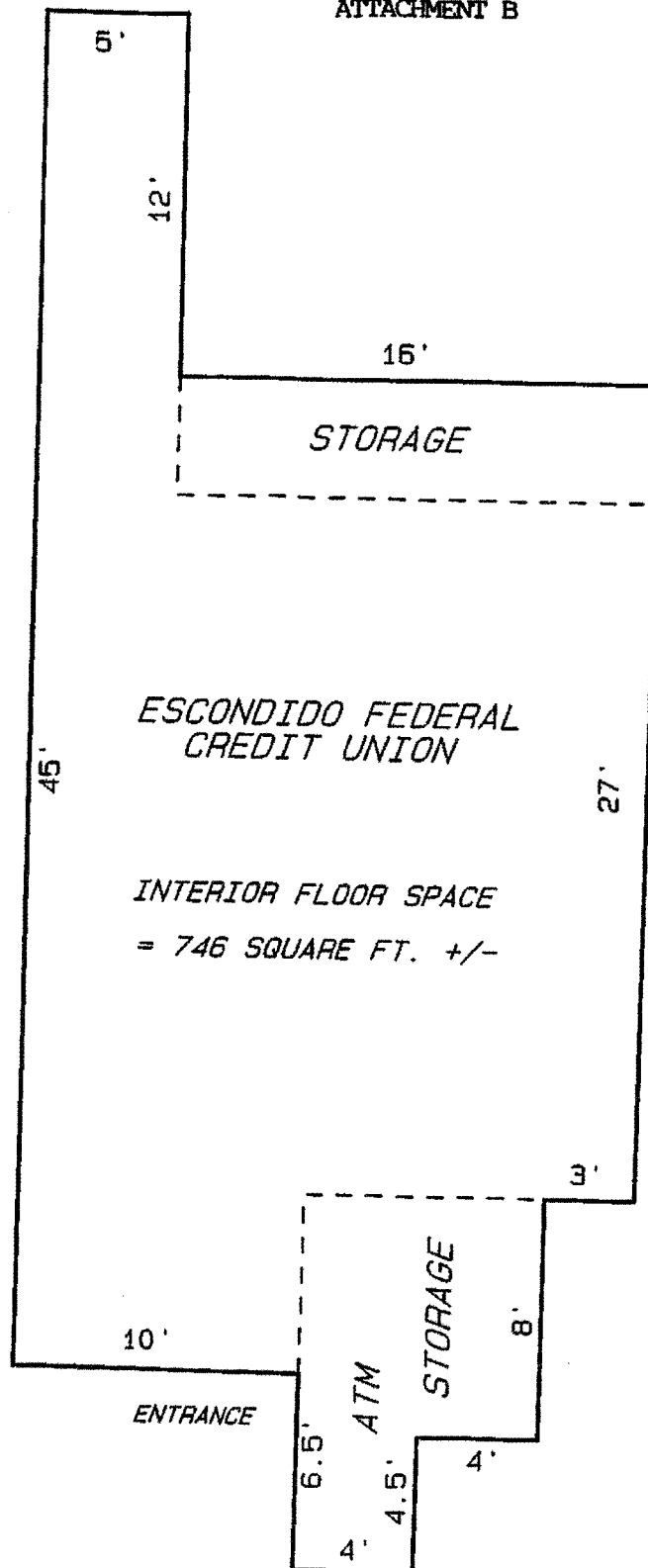
Approved as to Form:

Office of the City Attorney
JEFFERY R. EPP, City Attorney

By: _____
Deputy City Attorney

ATTACHMENT B

Resolution No. 2014-11
 EXHIBIT 1
 Page 5 of 6



SCALE 1"=6'

Prepared by: P. Falconieri

**CITY OF ESCONDIDO
 ENGINEERING SERVICES**

Name:
 Address:
 Phone:

2-02-2010
 Date:

ENGINEERING SERVICES
 201 North Broadway, CA 92026 (760) 839-4661

**ESCONDIDO FEDERAL CREDIT UNION
 FLOOR SPACE PLOT**



DOC. NO. -
 SHEET: 1 OF 1

ATTACHMENT "C"

Resolution No. 2014-11
EXHIBIT 1
Page 6 of 6

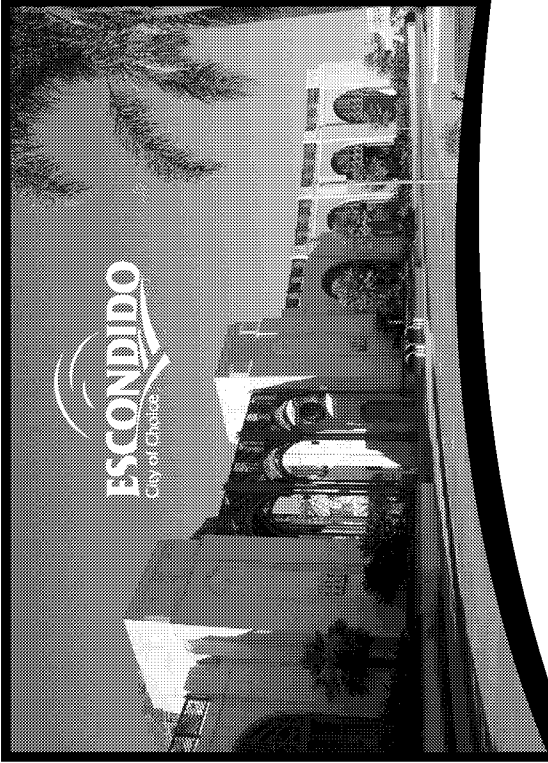
E VALLEY PKWY

ATM

HIRE GLN

OPAL GLN

EVCC 2245 East Valley Parkway



Item #14

CITY COUNCIL

For City Clerk's Use:

☐ APPROVED ☐ DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 14

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Debra Lundy, Real Property Manager

SUBJECT: Lease Agreement with Charros de Escondido, F.M.CH. at 3400 Valley Center Road

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-10 authorizing the Real Property Manager and City Clerk to execute a Lease Agreement with the Charros de Escondido, F.M.CH. at 3400 Valley Center Road.

FISCAL ANALYSIS:

N/A

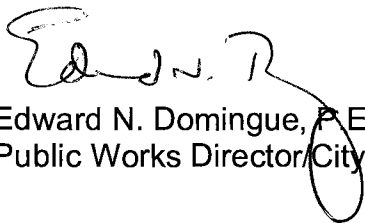
PREVIOUS ACTION:

N/A

BACKGROUND:

The Charros de Escondido, F.M.CH., a California unincorporated association, have been using the City's horse arena site, along with another group on alternating weekends, under an Occupancy License for the past year. Both licenses expire on February 28, 2014. The property lies within a designated spillway for Lake Dixon and is currently undergoing master planning efforts for an equestrian-themed public park. The proposed lease is subject to termination upon 90 day notice to provide flexibility to the City toward the implementation of the Master Plan. The proposed new lease agreement would allow the group to continue use of the site for a three year term for purposes of horse training, practicing and events. As consideration for use and enjoyment of the premises, the perspective lessee would be responsible for all maintenance and utility costs.

Respectfully submitted,



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



Debra Lundy
Real Property Manager

RESOLUTION NO. 2014-10

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 CHARROS DE
ESCONDIDO, F.M.CH.

WHEREAS, the City of Escondido is the owner of certain real property located at
3400 Valley Center Road; and

WHEREAS said property is located within an identified spillway and is
undergoing master planning for development as a future equestrian public park; and

WHEREAS, Charros de Escondido, F.M.CH. is a California unincorporated
association organized for purposes of practicing, training and performing charros style
horse riding activities; and

WHEREAS, the Charros de Escondido, F.M.CH. have been using the premises
for the past year under an Occupancy License, along with another group on an
alternating basis and said Licenses both expire on February 28, 2014; and

WHEREAS, the City and Charros de Escondido, F.M.CH. desire to enter into a
Lease Agreement to allow Charros de Escondido, F.M.CH. to use the site for its charros
horse riding purposes as an interim use; and

WHEREAS, this City Council desires at this time and deems it to be in the best
public interest to approve of the Lease Agreement.

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

1. That the above recitations are true.
2. The Real Property Manager and City Clerk are authorized to execute, on behalf of the City, the Lease Agreement with Charros de Escondido, F.M.CH., a California unincorporated association, which is attached hereto as Exhibit "1" and incorporated by this reference.



3400 Valley Center Road Horse Arena LEASE AGREEMENT

Lessee: Charros de Escondido, F.M.CH.

Term: Three Years

Premises: 3400 Valley Center Road

Date: March 1, 2014

Lease Agreement between the City of Escondido and Charros de Escondido, F.M.CH. for use of a portion of the property at 3400 Valley Center Road, Escondido, CA 92025 for specific purposes as set forth below.

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CITY OF ESCONDIDO LEASE AGREEMENT

This Lease Agreement is made as of February ____, 2014 between the City and Charros de Escondido, F.M.CH., a California unincorporated association.

Section 1 Definition of Terms

The following words in this Lease Agreement shall have the significance attached to them in this Section unless otherwise apparent from their context.

City. The City means the City of Escondido, a California general law City.

Lease. Lease means this Lease Agreement.

Lease Administrator. The Lease Administrator means the City of Escondido Real Property Agent or, upon written notice to Lessee, such other person as shall be designated from time to time by City.

Lessee. Lessee means Charros de Escondido, F.M.CH., a California unincorporated association, (under the leadership of Benjamin Cueva as of the date of the drafting of this Lease), and does not include its heirs, assigns, or successors-in-interest, or any other group calling itself by the same name.

Premises. Premises means a portion of real property commonly known as 3400 Valley Center Road, Escondido, Ca, as depicted in the attached Exhibit 'A.' Access to/from the Premises sufficient for trailers hauling livestock shall at all times during this Lease term be made available to Lessee.

Section 2 Administration

This Lease will be administered on behalf of City by the Lease Administrator, whose address is:

City of Escondido
Attn: Engineering – Real Property Manager
201 North Broadway
Escondido, CA 92025

and on behalf of Lessee by Ben Cueva whose address is:

P.O. Box 462004-2004
Escondido, CA 92046

Section 3 Term

3.1 The term of this Lease shall be three (3) years, commencing on March 1, 2014.

3.2 Hold Over. The occupancy of the Premises by Lessee, after the expiration of the

Term shall be construed as a month to month tenancy, and all other terms and conditions of this Lease Agreement shall continue in full force and effect, on a month to month basis. The City shall have the right to terminate the month to month tenancy without cause and for any reason by giving sixty (60) days prior notice to Lessee.

Section 4 Termination of Lease

4.1 Each party shall have the right to terminate this Lease early without penalty by providing the other with a written notice 90 days in advance.

4.2 Default. If the City discovers at any time during the Lease Term that the Lessee or any other party has used, is using, or will use the Premises in an unlawful manner or for an unlawful purpose, or in any manner that is inconsistent with any provision of this Lease, City may notify Lessee of the failure to perform and terminate the Lease in accordance with this Section.

4.3 Right to Cure. Lessee must cure any failure to perform any of the terms, conditions, or covenants of this Lease to be observed or performed by Lessee within thirty (30) days after receiving notice from the City of the default. The City may grant additional time to cure any failure to perform as may be reasonably required, as determined by the City which must be in writing.

4.4 Termination upon Default. Upon the occurrence and failure to cure a default of the Lease within the time period in Section 4.3, the City may, at its option, and in addition to any and all other rights to which it may be entitled under this Lease or applicable law, elect to terminate this Lease. Any such termination will be effective as of the date specified in such election.

Section 5 Options to Renew

Not applicable to this lease.

Section 6 Vacation of Premises

Upon termination of this Lease for any reason, Lessee shall peaceably vacate and deliver the Premises to City in the same condition as Lessee found them upon its acceptance of the Premises hereunder, excepting ordinary wear and tear and conditions caused by acts of God.

Upon such termination, Lessee shall immediately:

- A. Arrange and pay for the disconnection of all utilities and services ordered by Lessee;
- B. Provide a written statement to the Lease Administrator of Lessee's new address for purpose of refunding monies, if any, due Lessee under this Lease; and

- C. Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the City.

Section 7 Rent

Not applicable to this lease. In the event that Lessee's status as a non profit organization should change during the term of this Lease, City reserves the right to increase the rent at City's sole discretion. No increase in rent will occur without the City first providing Lessee with written notice at least 90 days in advance.

Section 8 Security Deposit

Not applicable to this lease.

Section 9 Late Payment

Not applicable to this lease.

Section 10 Utilities Payments

Lessee agrees to provide and pay for all utilities and services necessary for the occupancy and use of the Premises, including, but not limited to: gas, water, electricity, sewage charges or septic service, trash and any telecommunications services. Within one week of City Council approving this Lease Agreement, Lessee shall contact the utilities companies, including but not limited to, SDG&E and the City's Water Department, to arrange for the transfer of all utilities into its name as of the effective date of this Lease, March 1, 2014.

Section 11 Taxes, Assessments and Fees

The terms of this Lease 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 said 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.

Section 12 Acceptance and Maintenance

Lessee hereby acknowledges that Lessee has inspected the Premises, that Lessee accepts said Premises "as is" and "where is," that the Premises are in a good and

sanitary order, condition, and repair and suitable for the uses as specified in this Lease.

Lessee agrees to maintain the Premises in good condition and in compliance with all applicable property maintenance and related laws. Lessee releases the City from the obligation to maintain any portion of the Premises. Said release is part of the consideration for the rental of the Premises, and Lessee therefore waives all rights it may otherwise have under Sections 1941 and 1942 of the Civil Code.

In the event Lessee fails to properly maintain the premises as required by City, City may notify Lessee in writing of said failure. In the event Lessee fails to perform said maintenance within thirty (30) days after such notice by City, City may perform such maintenance, and any costs including, but not limited to, the cost of labor, material, and equipment, shall be paid by Lessee to City within ten (10) days from receipt by Lessee of an invoice from City.

Section 13 Alterations

Lessee shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the Lease Administrator and only after obtaining applicable permits.

Any tenant improvements, and additional improvements made with the consent of the Lease Administrator shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.

Lessor or its representatives shall have the right to go upon and inspect the Demised Premises at all reasonable times and shall have the right to post and keep posted thereon notices of nonresponsibility, or such other notices which the Lessor may deem to be proper for the protection of the Lessor's interest in the Demised Premises.

Section 14 Use

Lessee agrees to use the Premises for horse training, horse riding and horse shows, all of which may be open to the public, in accordance with the provisions and requirements contained in any permits required by the City of Escondido and obtained at least thirty (30) days in advance of the proposed event from the appropriate City Department or Departments. Further, Lessee agrees to abide by the following rules:

- On the day of events, License holder will call the Escondido Police Department non-emergency number **(760) 839-4722** to inform the dispatcher that an event is about to begin. At the conclusion of the event, the License holder will again call this number to let the Police Department know that the event is over. The event must be concluded no later than 6:00 p.m.

- The onsite individuals who will be responsible for the operation of each of these events shall wear a brightly colored vest, shirt or jacket that makes them easily identifiable by City staff. A description of this clothing shall be provided to the police dispatcher when they are called to inform the Police Department that the event is about to begin.
- The use of a public address system to describe the event is approved, however, the sound must be contained within the arena area and may not be used prior to 10:00 a.m. or after the conclusion of the events (**no later than 6:00 p.m.**). An instrumental band (without amplification) for each of the events is approved. The band must be located at a sufficient distance from the announcer to ensure the music is not amplified in any manner. Use of a DJ is approved provided that the DJ is located at a sufficient distance from the location where event announcements are made to ensure the music is not amplified in any manner.
- Charging a fee for parking is prohibited. The License holder shall be responsible for monitoring the parking areas to ensure this does not occur.
- Charging an entry fee to the event is permitted, but should take place only at the entry gates into the arena area.
- The sale or consumption of alcoholic beverages of any kind is prohibited.
- Livestock may not be kept overnight at the arena.
- Only charcoal briquettes or propane barbeques are allowed and only on designated burn days. There shall be no fires permitted on or about the premises, without exception.
- All animal waste shall be properly removed off site and properly disposed of. Under no circumstance shall such waste be permitted to runoff into the creek or otherwise jeopardize the water quality.
- Lessee shall submit for approval of the City a schedule of each year's events ("Schedule") in advance of each season. City reserves the right of final determination of approval or disapproval of the Schedule. Changes in the approved Schedule must be submitted at least thirty (30) days in advance, and must be approved by the Lease Administrator and Police Department.
 - The Schedule shall include the names, addresses and phone numbers of at least two individuals responsible for the operation of activities and events.

- City shall have the right to require a rescheduling of events, even though City may have previously approved the Schedule, but City will not require such rescheduling unless a conflict of use has been determined.
- Lessee agrees and understands that in the event this Lease is terminated pursuant to Paragraph 4 herein, all approved events scheduled to occur subsequent to Lease termination shall be canceled, unless City agrees otherwise in writing.

Lessee shall not use, nor permit the use of, the Premises other than as described. In any case where Lessee is, or should reasonably be, in doubt as to the propriety of any particular use, Lessee may request, and will not be in breach or default if Lessee abides by, the written determination of the Lease Administrator that such use is or is not permitted.

Lessee shall make the use of the Premises available to the public for use consistent with the uses allowed herein. Lessee may require certain reasonable assurances from any person requesting to use the Premises, including but not limited to insurance, contract, or other form of reasonable security. Any entity which satisfies the insurance requirements under this lease shall be considered to have given reasonable assurances to Lessee. Nothing in this paragraph shall limit any requirement of Lessee under this Lease Agreement.

Failure to adhere to the rules and terms governing this Lease, or any other City policy, may result in the termination of this Lease, in accordance with Section 4.

Section 15 Occupancy, Assignment and Subletting

The Premises shall only be occupied by Lessee except with prior written consent of the Lease Administrator. Lessee may not assign any interest in this Lease to any other party, at any time, including a transferee of a controlling interest in Lessee without written consent from the Lease Administrator.

Section 16 Conduct

Lessee and guests of Lessee shall at all times conduct themselves in a quiet and dignified manner so as to cause no annoyance or inconvenience to neighbors of Lessee.

Lessee shall not violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises.

Noncompliance by Lessee with any provision of this Section shall allow the Lease Administrator to terminate this Lease.

Section 17 Notices

Any notice required or permitted to be given by this Lease must either be personally served on the other party or served by certified mail, return receipt requested, to the addressee. Notices served by mail shall be sent to the address listed above. A change of either party's address must also be immediately served in the manner described above.

Section 18 Right of Inspection

City reserves the right for its agents or employees to enter upon and inspect the Premises at any reasonable time to ascertain if Lessee is complying with the provisions of this Lease.

Section 19 Insurance

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

- A. General liability insurance with at least \$2 Million combined single-limit coverage per occurrence for bodily injury and property damage.
- B. Automobile liability insurance of \$1 Million 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 Tenant 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:

- F. 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 policy.
- G. 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.

- 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 City, on or before the effective date of this Lease, one certificate of insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. This certificate must be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Lease Term. Lessee will also deposit with the City within 60 days of the Effective Date of this Lease, an additional insured endorsement naming City specifically and separately as an "additional insured", with the exception of the worker's compensation policy. The appropriate endorsements described above shall follow within sixty (60) days. Noncompliance by Lessee with any provision of this Section shall allow the Lease Administrator to terminate this Lease.

City shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for City and for members of the public using the Premises, City 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. City's requirements shall be reasonable, but shall be designed to assure adequate protection of the City's interests. The Lease Administrator shall notify Lessee in writing of changes in the insurance requirements and, if Lessee does not deposit with City within sixty (60) days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this Lease shall be deemed in default without further notice to Lessee and may be forthwith terminated by the 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 Lease. 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, customers or guests in connection with this Lease or with use or occupancy of the Premises.

Noncompliance by Lessee with any provision of this Section shall allow the Lease Administrator to terminate this Lease.

Section 20 Indemnification

Lessee shall defend, indemnify, and hold harmless City, its officers, agents, and employees from and against the following:

- (A) Any and all claims, demands, and liabilities for loss of any kind or nature which City, 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 invitees, visitors, or any other persons whatsoever;
- (B) 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 use of the Premises.

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 City on account of any such claims, demands, or liabilities. However, the provisions of this Agreement shall not be construed to indemnify City for claims or acts arising from City's sole negligence.

Section 21 Attorney's Fees, Costs and Expenses

In the event legal action is brought to enforce the terms of or to declare a termination of this Lease for reason of breach thereof, the unsuccessful party shall pay all of the successful party's costs of such action, together with reasonable attorney's fees, in an amount to be fixed by the court.

Section 22 Non-Discrimination

Lessee covenants that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of physical or mental disabilities, race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the leased premises. Lessee shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, or use of occupancy by customers, tenants or vendees in the leased premises.

Section 23 Supersedure

This Lease, upon becoming effective, shall supersede any leases or rental agreements heretofore made or issued for the Premises between the City and Lessee.

Section 24 Hazardous and/or Contaminated Soil and Material

Lessee will not place or permit to be placed materials and/or contaminated soils on the premises which under federal, state, or local law, statute, ordinance, or regulations require special handling in collection, storage, treatment, and/or disposal. Lessee also hereby covenants and agrees that, if at any time it is determined there are materials and/or contaminated soils located on the premises which under any environmental requirement require special handling in collection, storage, treatment, or disposal, Lessee shall notify City. Within thirty (30) days after written notice to City or from City, Lessee shall commence to take and thereafter diligently complete, at Lessee's sole expense, such actions as may be necessary to comply with environmental requirements.

Section 25 Law to Govern; Venue

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 North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.

Section 26 Special Provisions

Lessee hereby acknowledges that Lessee waives all rights to any form of relocation assistance provided for by local, state, or federal law to which Lessee may be entitled by reason of this Lease.

Section 27 Americans with Disabilities Act

It is the duty of the Lessee while operating under this Lease to comply with all local, state, and federal laws, including, but not limited to, the Americans with Disabilities Act and to indemnify City from any violation of any such law. Failure to comply with a provision of local, state, or federal law is grounds for the Lease Administrator's immediate termination of this Lease.

Section 28 Amendment

This Agreement may not be amended, modified, or supplemented except by a writing executed both Parties.

Section 29 Waiver

No waiver by a Party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision. The



exercise by a Party of any right or remedy provided in this Agreement or provided by law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or under the law.

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: _____

Debra Lundy, Real Property Manager

Date: _____

Diane Halverson, City Clerk

**CHARROS DE ESCONDIDO, F.M.CH., A CALIFORNIA
UNINCORPORATED ASSOCIATION**

Date: 01/30/2014

By: [Signature]
Benjamin A. Cuera President
Print Name/Title

Date: 01-30-14

By: [Signature]

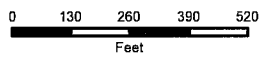
Vice Pres: Laura Maldonado
Print Name/Title

APPROVED AS TO FORM:

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

By: _____

Exhibit A



-  Charros Lease Boundary
-  Conservation Boundary
-  CAVE BOUNDARY



CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 15

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Establish Engineering and Traffic Surveys (Speed Zones) at Four Locations Citywide

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-16 to establish Engineering and Traffic Surveys (Speed Zones) at four locations Citywide.

FISCAL ANALYSIS:

There will be minor costs for fabrication and installation of signage at four locations.

PREVIOUS ACTION:

The Transportation and Community Safety Commission approved the recommended speed zones at their meeting on January 9, 2014.

BACKGROUND:

To satisfy the requirements of Section 40802(b) of the California Vehicle Code (CVC), Engineering and Traffic Surveys are required by the State of California to establish speed limits and to enforce those limits using radar or other speed measuring devices. These surveys must be updated periodically (every 5, 7 or 10 years, depending upon specific criteria) to ensure the speed limits reflect current conditions as dictated by the 2012 California Vehicle Code (CVC). The surveys must be conducted in accordance with applicable provisions of Section 627 "Engineering and Traffic Survey" of the California Vehicle Code (CVC), following procedures outlined in the California Manual on Uniform Traffic Control Devices (CA-MUTCD) dated January 13, 2012.

The CA-MUTCD guidelines state that 85 percent of drivers are traveling at a safe and reasonable speed, and that this "85th percentile" speed is the parameter of a speed survey that should be used to determine a legally enforceable posted speed limit.

Staff conducted speed surveys for segments of El Norte Parkway, Felicita Avenue, Glenridge Road, and Kauana Loa Drive to establish enforceable speed limit zones. The Kauana Loa Drive segment is a new zone, whereas the other three segments are an update of the current posted speed limits.

On El Norte Parkway, staff recommends an increase in the speed limit from 40mph to 45mph. Current speed limits on El Norte Parkway, west of Ash Street and east of Lincoln Avenue, are 45mph. In order to provide continuity along the corridor and to reflect current conditions, staff recommendation is to increase the speed limit for El Norte Parkway between Ash Street and Lincoln Avenue. The staff recommendation is consistent with the result of current speed survey and in compliance with requirements of the California Vehicle Code and the Caltrans - California Manual on Uniform Traffic Control Devices. Results of speed surveys and recommended speed limits are listed in Table 1.

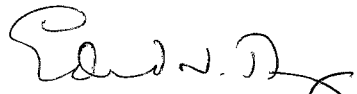
Table 1 (Speed Surveys and Recommended Speed Limits)

Street Name	Segment		Existing Posted Limit (MPH)	85 th Percentile Speed (MPH)	Recommended Speed Limit (MPH)*
	From	To			
El Norte Parkway	Ash Street	Lincoln Avenue	40	45	45
Felicita Avenue	City Limits (near I-15)	Montview Drive	45	41	40
Glenridge Road	Bear Valley Parkway	Citrus Avenue	35	28	30
Kauana Loa Drive	Harmony Grove	City Limits	None	38	40

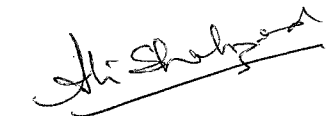
*To be posted per Traffic Engineer

The recommended speed limits were approved by the Transportation & Community Safety Commission on January 9, 2014.

Respectfully submitted,



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



Ali Shahzad, P.E.
Associate Engineer

RESOLUTION NO. 2014-16

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
TO AMEND THE TRAFFIC SCHEDULES FOR
SPEED ZONES AT FOUR LOCATIONS
CITYWIDE**

WHEREAS, Section 28-5 (12) of the Escondido Municipal Code, City of Escondido, provides that the City Council shall establish a traffic schedule for speed zones; and

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

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

1. That the above recitations are true.
2. That the Traffic Schedule of Engineering and Traffic Surveys for Speed Zones be amended to reflect the addition of the following segment:

Street Name	Segment		Posted Limit (MPH)	85 th Percentile Speed	Speed Limit*
	From	To			
Kauana Loa Drive	Harmony Grove	City Limits	None	38	40

*To be posted per Traffic Engineer

3. That the Traffic Schedule for Speed Zones be amended to reflect an increased speed limit as follows:

Street Name	Segment		Posted Limit (MPH)	85 th Percentile Speed	Speed Limit*
	From	To			
El Norte Parkway	Ash Street	Lincoln Avenue	40	45	45

*To be posted per Traffic Engineer

4. That the Traffic Schedule for Speed Zones be amended to reflect a decreased speed limit as follows:

Street Name	Segment		Posted Limit (MPH)	85 th Percentile Speed	Speed Limit*
	From	To			
Felicita Avenue	City Limits (near I-15)	Montview Drive	45	41	40
Glenridge Road	Bear Valley Parkway	Citrus Avenue	35	28	30

*To be posted per Traffic Engineer

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 16

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Utilities Director

SUBJECT: Bid Award for the WTP Flocculation and Settling Basin Rehabilitation Project

RECOMMENDATION:

The Utilities Department requests that Council adopt Resolution No. 2014-20 authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with SoCal Pacific Construction Corporation, the lowest responsive and responsible bidder, in the amount of \$1,075,772 for the WTP Flocculation and Settling Basin Rehabilitation Project and authorize a budget adjustment in the amount of \$20,662. The competitive bids were publicly opened by the City Clerk's representative at 2:00 pm on Thursday, February 6, 2014. The apparent low bid from Olympos Painting Inc. was found to be non-responsive due to submission of the incorrect bid schedule. Addenda had been issued which added work to the bid schedule of the project, thus changing the bid schedule.

FISCAL ANALYSIS:

Competitive bids were opened by the City Clerk's representative on February 6, 2014, with the following results:

1) SoCal Pacific Construction Corporation, Murrieta, CA	\$1,075,772
2) Quality Pipe Services, Denver, CO	\$1,247,500
3) Abhe & Svoboda, Inc., Alpine, CA	\$1,283,120
4) Certified Coatings Company, Fairfield, CA	\$1,367,040
4) F.D. Thomas Inc., Central Point, OR	\$2,306,500
5) Olympos Painting Inc., Van Nuys, CA (non-responsive)	\$ 933,000

This project is funded from CIP 707302. A budget adjustment of \$20,662 from Unallocated Reserves to the WTP Sed Basins Lining CIP (707302) funds. The Vista Irrigation District (VID) will fund 20% of the project; this share is represented by the CIP Reimbursement figure of \$230,154 listed in the Budget Adjustment Request.

February 12, 2014

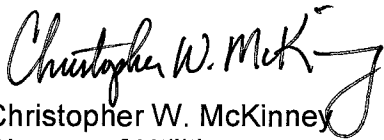
Bid Award for the WTP Flocculation and Settling Basin Rehabilitation Project

Page 2

BACKGROUND:

The first two flocculation and settling basins at the Escondido-Vista Water Treatment Plant were built in 1973 and then two more flocculation and settling basins were built in 1983. The existing four (4) concrete flocculation basins and four (4) concrete settling basins are deteriorating and are in need of rehabilitation. This project will rehabilitate and coat the concrete walls, concrete columns, and concrete launders within the basins.

Respectfully submitted,

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

Christopher W. McKinney
Director of Utilities



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: February 6, 2014
Department: Water
Division: Capital Projects
Project/Budget Manager: Nelson Nuezca 4284
Name Extension
Council Date (if applicable): February 12, 2014
(attach copy of staff report)

For Finance Use Only

Log # _____
Fiscal Year _____
____ Budget Balances
____ General Fund Accts
____ Revenue
____ Interfund Transfers
____ Fund Balance

ML
|

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
WTP Sed Basins Lining	556-707302	\$20,662	
Unallocated Reserves			\$20,662
CIP Reimbursement	4455-555-000	\$230,154	

Explanation of Request:

To fund the WTP Flocculation and Settling Basin Rehabilitation Project. Any unused funds will be returned to the Unallocated Reserves. Vista Irrigation District will be responsible for 20% of the project cost.

APPROVALS

Christopher W. McKing 02-06-2014
Department Head Date
Josh Gar 2/7/14
Finance Date

City Manager Date

City Clerk Date

Distribution (after approval):

Original: Finance

RESOLUTION NO. 2014-20

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
PUBLIC IMPROVEMENT AGREEMENT WITH
SOCAL PACIFIC CONSTRUCTION
CORPORATION, FOR THE CONSTRUCTION
OF THE WTP FLOCCULATION AND SETTLING
BASIN REHABILITATION PROJECT

WHEREAS, the Escondido City Council authorized an invitation for bids for the construction of the WTP Flocculation and Settling Basin Rehabilitation Project (the "Project"); and

WHEREAS, the City of Escondido opened sealed bids for the Project on February 6, 2014; and

WHEREAS, the apparent low bidder Olympos Painting Inc. submitted the incorrect bid schedule that did not include work that was added to the project by Addendum Number One; and was therefore declared to be non-responsive by the Director of Utilities.

WHEREAS, the Director of Utilities has determined SoCal Pacific Construction Corporation to be the lowest responsive and responsible bidder and recommends awarding the bid in the amount of \$1,075,772 to SoCal Pacific Construction Corporation; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award this contract to SoCal Pacific Construction Corporation.

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendations of the Director of Utilities and finds that Olympos Painting Incorporated to be non-responsive and SoCal Pacific Construction Corporation to be the lowest responsive and responsible bidder.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Public Improvement Agreement ("Agreement") with SoCal Pacific Construction Corporation. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

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 **SOCAL PACIFIC CONSTRUCTION CORPORATION** (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

WTP FLOCCULATION & SETTLING BASIN REHABILITATION

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 One Million Seventy Five Thousand Seven Hundred and Seventy Two Dollars (\$1,075,772.00).
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 the **two work periods provided in the contract documents. The first work period shall commence on March 1, 2014 and shall be completed within sixty (60) calendar days and end April 30, 2014. The second work period shall commence on the second week in November 2014 and shall be completed within one hundred twenty (120) calendar days. The contract shall remain in effect during the time between the work periods.**

- (3) Any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project, except for liability resulting from the sole active negligence, or willful misconduct of the CITY.
- (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent 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. 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:
 - (a) 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**.
 - (b) Course of Construction / Builder's Risk Insurance. See Article 5.2 of General Conditions.
 - (c) 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:
 - (1) Automotive and truck where operated in amounts as above
 - (2) Material hoist where used in amounts as above
 - (d) Workers' Compensation Insurance.
 - (e) 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.
- (f) 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. This Agreement is subject to California Public Contract Code Section 22300, which permits the substitution of securities for any monies withheld by the City under this Agreement, and permits the CONTRACTOR to have all payments of earned retentions by the City paid to an escrow agent at the expense of the CONTRACTOR.
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.
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 included in the definition set forth in the General Conditions made a part hereof.

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,

WTP FLOCCULATION & SETTLING BASIN REHABILITATION

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 speci-
fications entitled,

WTP FLOCCULATION & SETTLING BASIN REHABILITATION

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equip-
ment, 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

(NOT A PART OF THIS CONTRACT)

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:

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 Utilities Construction Manager, 760-839-4078. 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.: 17

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Craig Carter, Chief of Police

SUBJECT: Public Safety Dispatch Position Authorization

RECOMMENDATION:

It is requested that Council authorize the Chief of Police and Police Department staff to convert two part-time public safety dispatcher positions to one full-time public safety dispatcher position, using FY 13-14 General Fund Budget monies allocated for part-time positions.

FISCAL ANALYSIS:

Annual costs for one full-time public safety dispatcher are approximately \$90,230. The FY 13-14 General Fund Police Budget includes \$43,610 for two part-time positions. These positions are currently unfilled, and available funds will cover costs for an additional full-time dispatcher from February through June 2014. If approved, the Police Department will include ongoing costs for a full-time position in the FY 2014-15 Police General Fund Budget.

PREVIOUS ACTION:

On June 12, 2013, City Council approved the FY 13-14 General Fund Budget via Resolution 2013-53. The 13-14 General Fund Budget includes City Council authorizations for Police Department staffing.

BACKGROUND:

The Escondido Police and Fire Communications Center receives and processes over 196,600 emergency 9-1-1 and non-emergency Police, Fire and EMS calls for the City of Escondido each year. In addition to handling calls, 9-1-1 dispatchers operate and monitor a variety of County-wide communication frequencies and equipment, monitor building security and jail surveillance cameras, research police officer inquiries for information, monitor vehicle license plate reader equipment, route animal control calls, and more. Authorized staffing in the Communications Center totals 24 positions including: 17 full-time public safety dispatchers, 4 shift public safety shift supervisors, 1 manager and 2 part-time dispatchers.

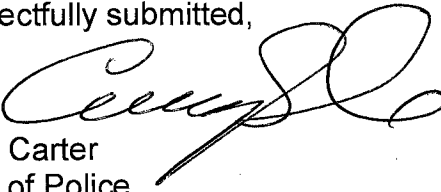
Over the past few years, the Escondido Police and Fire Communications Center has experienced an increase in workload and responsibilities due to National Standards and technological advancements including Reverse 911, the Emergency Medical Dispatch (EMD) Program, Telematics or electronic routing of in-vehicle calls (OnStar and Automatic Collision Notification), cell phone wireless calls, procedures for tracing wireless 9-1-1 calls, and law enforcement databases (CopLink, SDLaw, etc.) to

assist police officers. Despite the increase in workload, Dispatch staffing has decreased due to economic conditions. Currently three positions are frozen or eliminated.

In order to maintain Department safety standards and meet community needs, dispatchers are working overtime to fill staffing needs. On an average pay period, dispatchers are required to work an additional ten hours of overtime to cover scheduling gaps. While two part-time dispatch positions were authorized to augment the Communications Center Schedule, they have been extremely difficult to fill and have not provided sustainable schedule coverage. Since part-time dispatchers are restricted to working 1,000 hours per year, this has resulted in longer training periods and double-tasking of current dispatchers handling and already increased workload. Furthermore, once trained, most part-time staff leave for full-time positions and better pay.

To begin addressing staffing issues, the Police Department is proposing to reallocate funds for two part-time dispatchers and fund an additional full-time public safety dispatch position. If approved by your action, authorizing an additional dispatcher will assist with shift coverage, reduce mandatory overtime and help the Department meet local and National safety standards.

Respectfully submitted,


Craig Carter
Chief of Police

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 18

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Jeffrey Epp, City Attorney

SUBJECT: City Council Meetings and Procedures

RECOMMENDATION:

It is recommended that the City Council adopt Ordinance 2014-09 amending Sections 2-21 of the Escondido Municipal Code pertaining to time and conduct of City Council meetings and City Council policies, and adopt Resolution 2014-21 amending the Council Rules and Procedures to provide for similar changes.

BACKGROUND:

A local legislative body seeking to address disruption in its meetings must do so consistent with governing law, including the Brown Act, other state statutory provisions, and First Amendment considerations developed by federal and state courts.

The law generally requires public business to be conducted in an open and public setting, with prior notice given to the public in many cases. Citizens have a right to participate in meetings, including by providing comment not just on agenda items, but also on items within the subject matter jurisdiction of the City Council. There is a right to record meetings, and a City Council cannot prohibit criticism of policies and procedures or acts and omissions of the legislative body.

On the other hand, the law authorizes reasonable regulations on the public participation so long as they are enforced fairly and without regard to any particular viewpoint. Recording of meetings and public participation cannot occur in a manner that obstructs the City Council from conducting its business. Persons who are willfully disruptive can be removed from a public meeting.

The California Government Code specifically provides that a City Council may establish rules for the conduct of its proceedings (Government Code Section 36813).

The proposed modifications include:

1. Amending the Escondido Municipal Code to codify the procedure for development of rules and procedures.
2. Amending the Escondido Municipal Code to improve public participation and better decision making through a process to deal with disruptive persons at meetings.

3. Amending the Council Rules and Procedures to deal with disruptive behavior, and provide for designating certain areas as public and non-public to enhance the security of those participating in public meetings.
4. Amending the Council Rules of Procedure to restate, at a local level, the existing law which prohibits the expenditure of public funds for certain campaign related purposes.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JEPP', is written over the text 'Respectfully submitted,'.

Jeffrey Epp
City Attorney

RESOLUTION NO. 2014-21

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING AND READOPTING RULES OF
PROCEDURE FOR CITY COUNCIL
MEETINGS AND CITY COUNCIL POLICIES

WHEREAS, the City Council of the City of Escondido, State of California, has previously adopted resolutions which provide Rules of Order and Procedure for City Council meetings and certain written policies governing Council procedures and methods of operation which are amended from time to time; and

WHEREAS, the Council wishes to re-adopt its Rules and Policies for the purpose of including certain amendments and clarifications.

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 following sections shall govern the City Council:

Section A: Rules of Order and Procedure

1. Time of Regular Meetings.

Unless the City Council schedules otherwise or cancels a meeting, the City Council shall hold regular meetings at 3:30 p.m. commencing with closed session items and thereafter at 4:30 p.m. commencing with a public session on each of the first four (4) Wednesdays of each calendar month at the City Hall.

2. Matters Covered.

For the purpose of efficiently focusing only on matters affecting the City of Escondido, the Council shall not consider any resolution, motion or matter which does not affect the conduct of the business of the City of Escondido or its corporate powers or duties as a municipal corporation nor shall the Council consider any resolution or motion supporting or disapproving any legislation or action pending in the Legislature of the State of California, the Congress of the United States or before any officer or agency of said State or nation unless such proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers and duties of the City of Escondido or its officers or employees as such.

3. Order of Business.

Regular business of the Council at the 4:30 p.m. public session shall be taken up for consideration in substantially the following order, except as may be otherwise ordered by the Mayor or Council:

- a. Moment of Reflection
- b. Flag Salute
- c. Roll Call
- d. Introductions/Proclamations/ Presentations
- e. Oral Communications
- f. Consent Calendar, including Affidavits of Publications, Mailing, Posting, Warrant Register & Minutes
- g. Ordinances and Resolutions
- h. Public Hearings

- i. Current Business Matters
- j. Briefing (Staff)
- k. Future Agenda Items
- l. Oral Communications
- m. Council/Commission Member Comments
- o. Adjournment

4. Consent Calendar Defined.

From time to time the Council may schedule a “workshop” style meeting. Such workshops shall comply with all applicable laws and shall be dedicated primarily to general information gathering and sharing, discussion and possible direction to staff. Final actions of the Council shall not take place at workshop sessions.

Those items on the Council agenda which are generally considered routine matter of business such as the approval of minutes, Treasurer's Quarterly Investment Report, bid awards, resolutions setting hearings, final maps and various leases and agreements are listed on the “Consent Calendar” and shall be adopted by one motion unless Council, staff or a member of the public requests specific items to be discussed and/or removed for separate action. Those items so approved under the heading “Consent Calendar” will appear in the Council minutes in their proper form, i.e., resolution accepting grant deed or easement, approval of minutes, award of bid, etc.

5. Oral Communications.

Time has been reserved near the beginning and end of each regular meeting agenda to provide an opportunity for members of the

public to directly address the Council on items of interest to the public. Comments on an item already appearing on the agenda shall only be taken at the time reserved for discussion of that agenda item. No action will be taken by the Council on items discussed under Oral Communications, except to refer the matter to staff or schedule for future action.

6. Council Member Comments.

The Council Member comments agenda item provides members of the Council an opportunity to raise items not currently before the Council for updates and briefing. No action or discussion shall occur on any such matter.

7. Council Action.

Upon motion being made and seconded by any Council member, a roll call vote shall be taken. A motion that fails to obtain a second or a majority vote shall die.

8. Manner of Addressing Council - Time Limit.

- a. Each person addressing the Council shall step up to the microphone, shall state their name and city of residence in an audible tone of voice for the record and, unless further time is granted by concurrence of the Council, shall limit their address to three (3) minutes. If significant numbers of persons desire to speak on a given item, the presiding officer shall limit speaking times. Longer time limits may be

permitted for an applicant, appellant, or spokesperson for a larger group, at the discretion of the presiding officer.

- b. Whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the Council and, in case additional matters are to be presented at the time by any other member of the said group, to limit the number of persons so addressing the Council so as to avoid unnecessary repetitions before the Council.

9. Posting of Agenda.

At least 72 hours before a regular meeting, the City Clerk shall post a certified copy of the agenda specifying the time and location of the regular meeting in a place accessible so as to be available for review by members of the public.

10. Content of Agenda.

Under state law, the City Council is limited to consideration of items which are on a posted agenda. Items may be placed on an agenda only by city staff or upon the concurrence of two individual Council members. The City Manager shall be in charge of preparing the Council agenda and all items shall be coordinated with the City Manager. In addition, a Council Member wishing to place a matter on the agenda for discussion and action shall first request the City Clerk (in writing or by electronic mail)

to list the item under the category of "Future Agenda Items." Only after the item has received the assent of two Council members and has appeared at least once as a "Future Agenda Item" may it appear on the regular Council agenda for discussion and action. To the fullest extent practicable, any items placed on the agenda by City staff shall also be listed under "Future Agenda Items" to assure the best possible advance notice of the nature of items and discussion which are upcoming.

11. Closing Time of Council Meetings.

No agenda item may be introduced after the hour of 10:00 p.m.; however, the meeting may be extended beyond 10:00 p.m. upon a majority vote of the Council members.

12. Processing of Motions.

- a. When a motion is made, it shall be stated clearly and concisely by its mover. After a motion is made and seconded, it shall be stated by the presiding officer before debate. A motion may be withdrawn by the mover without consent of the Council members.
- b. The presiding officer shall at any time by majority consent of the Council members, permit a Council member to propose the reordering of agenda items.
- c. If a question contains two or more divisible propositions, the presiding officer may, and upon request of a Council member shall, divide the same.

13. Precedence of Motions.

- a. When a motion is before the Council, no motion shall be entertained except (precedence in order indicated):
 - (1) To adjourn
 - (2) To fix hour of adjournment
 - (3) To lay on the table
 - (4) For the previous question
 - (5) To postpone to a certain day
 - (6) To refer
 - (7) To amend
 - (8) To postpone indefinitely
- b. A motion to adjourn shall be in order any time, except as follows:
 - (1) When repeated without intervening business or discussion
 - (2) When made as an interruption of a member while speaking
 - (3) When the previous question has been ordered
 - (4) While a vote is being taken
- c. A motion to adjourn "to another time" is debatable only as to the time to which the meeting is adjourned.
- d. A motion to table or lay on the table is not debatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" only by adding it to the

agenda of the next regular meeting, to be discussed at the following regular meeting.

- e. A motion for previous question shall close debate on the main motion and shall be undebatable. The statement by a Councilperson of "question" does not accomplish the same purpose. If a motion fails, debate is reopened; if motion passes, then vote shall be taken on the main motion.
 - f. A motion to amend shall be in order and is debatable only as to amendment. A motion to amend an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable and amendments are to be voted first, then the main motion is amended.
 - g. A motion to postpone indefinitely shall be fully debatable and if the same is adopted, the principal motion shall be declared lost. A motion to postpone to a definite time shall be amendable and debatable as to propriety of postponement and time set.
 - h. A motion to refer shall not be debatable except for the propriety of referring.
14. Administrative Mandamus.
- Persons who are dissatisfied with a decision of the City Council

may have the right to seek review of that decision by a court. In addition, the City has adopted Section 1094.6 of the Code of Civil Procedure which generally limits to ninety (90) days the time within which the decision of City boards and agencies may be judicially challenged.

15. Appeals; Continuances.

Any person appealing an action of a City Commission or City Staff to the City Council has a right to two two-week postponements of the initial hearing scheduled on the appeal. After exhaustion of this right, the appeal shall be considered withdrawn. This procedure shall not limit the ability of the City Council to continue a hearing which has commenced to a subsequent meeting to receive additional public testimony or information from City Staff.

16. Reconsideration.

Any member of the Council, voting in the majority on any action of the Council, may at the same meeting, or at a subsequent time, request the Council reconsider an action. A reconsideration request made by a member of the Council voting in the minority shall not be allowed, except when made more than one (1) year after the date of the original action.

All requests for reconsideration of a Council action shall be provided to each Council member, and the City Manager in writing or via electronic mail, and the request shall be placed on the next available agenda. In the event an item to be reconsidered requires public notice, it

shall be calendared and noticed after Council determines when reconsideration shall occur.

17. Personal Privilege.

The right of any Council member to address the Council on a question of personal privilege shall be limited to cases in which his/her integrity, character or motives are questioned.

18. Council Conduct.

No member of the Council shall act in such a manner as to call into disrepute the public image of the Council or which is discourteous to or results in the constant interruption of other members of the Council or members of the public.

19. Parliamentarian.

A majority vote of the Council shall generally control matters of procedure not addressed by this Resolution. The City Attorney shall decide all other questions of interpretations of these rules and any other questions of a parliamentary nature which may arise at a City Council meeting.

20. Voting and Non-Profit Entity Membership.

It shall be the policy of this Council that a council member who serves on the governing board of a non-profit entity shall not participate in the discussion or voting process to determine whether or not that non-profit entity receives City funds. In the event the request of a non-profit entity with a council member on its governing board is part of a larger

request involving several items, or is part of the budget process, a separate vote shall be taken to allow the necessary abstention.

21. Selection of Chairperson.

In the event that the Mayor and the Deputy Mayor are absent from a City Council meeting, the three remaining Council members present shall promptly determine which Council member will conduct and serve as the chairperson of the meeting.

22. Decorum and Security.

- a. While the City Council is in session, the Council members, staff, and members of the public are expected to act in a manner to preserve order and decorum for the meeting. No person shall engage in disorderly or disruptive behavior during the meeting. No person shall, either by conversation, applause, shouting, or any other conduct, interrupt or delay the proceedings.
- b. The City Manager, in coordination with the Mayor and/or Deputy Mayor, are authorized to and shall designate and post signs specifying those areas of the Chamber for the media or others wishing to record the meeting, areas for staff presentations, and areas which are restricted to City employees and elected officials.
- c. Signs, placards, posters, or similar objects which are larger than 8.5 by 11 inches shall not be permitted in the Council Chambers without the consent of the presiding officer

Section B: City Council Policies.

1. Correspondence with Members of the City Council.

The purpose of this policy is to provide for a coordinated response to correspondence (i.e. letters, emails, and similar items) which is sent to the City generally, or in which the same correspondence is sent in identical fashion to all Council members. In such circumstances, the Council directs that the Mayor (or as appropriate the City Manager or City Attorney) shall answer such correspondence on behalf of the City, according to the procedure set forth below.

In addition to individual e-mail addresses, the City Manager's Office shall also establish a shared email address by which citizens may direct emails to all Council members at the same time. The shared email address shall be featured on the City's website and in other publications in such a manner as to allow citizens to use the address and thereby communicate with all Council members at the same time. All Council members shall have access to review items in the mailbox at all times. All responses to such emails shall also be sent from the shared mailbox, such that all Council members may review such responses.

With respect to other communications, such as those involving other governmental entities, organizations, and related entities where such communication occurs between the entities rather than specific individuals, the Mayor shall respond on behalf of the City, with copies to

all Council members. Matters involving routine city administrative issues shall generally be responded to by either the City Manager or City Attorney, as appropriate, on behalf of the City. With respect to correspondence that consists of invitations to events, the Mayor and Council shall coordinate such invitations with the City Manager's support staff.

Because substantial portions of City Council communication, whether electronic or written, is subject to California's Public Records laws, all City Council communications shall be coordinated with the City Manager for the purpose of compliance with various laws governing public records. All Council members using city computers shall be subject to the City's Administrative Directives regarding computer use.

2. Press Releases.

All press releases on behalf of the City shall be issued on City letterhead and only on behalf of the City generally or the entire City Council. Press releases shall be prepared and coordinated by the City Manager's Office.

3. Council Calendar.

The responsibility for managing the calendars of the City Council and the City Council members shall be delegated to the City Manager's secretary.

4. Audits.

Staff shall informally assist the City Council in a periodic accounting

of individual expenditures for travel, phone use, etc.

5. Credit Card Use.

Credit cards are available for use by individual members of the City Council. Such credit cards shall be used only for official city business. Council members shall not use a City credit card, or be reimbursed for purchases of meals for others.

6. Council Travel Policy.

Council members shall be bound by all City policies, as expressed in Administrative Directives or otherwise, regarding travel on City business.

Elected officials shall provide brief reports on meetings attended at the City's expense at the next regular City Council meeting. If multiple elected officials attended, a joint report may be made. Reports may be provided in writing as part of the Agenda packet distribution.

The City Council generally has a fixed amount in the City Council budget. It shall be the policy of the council to see that each Council member generally attempts to stay within approximately one-fifth of that entire budget.

7. Council Communication with Staff.

The Council members shall request information or give direction only to the City Manager or City Attorney. Requests for information should be directed to the City Manager although incidental or minor requests (not involving analysis or significant time), may be requested

directly from department heads, with a copy to the City Manager. Requests which involve change of policy, expenditure of funds, or use of significant staff time shall be submitted to the full Council for approval. In the absence of the City Manager or the City Attorney, requests should be made to designated Assistants.

8. Review of Reimbursements.

The Director of Finance or a designee shall review all City Council requests for reimbursement of expenses for consistency with City policy on such expenses.

In all cases, Council members shall be bound by the same policies and procedures adopted and applicable for all City employees on a Citywide basis. To the extent such policies provide for per diem reimbursements, auto allowances, and related forms of reimbursement rather than receipt-specific reimbursement, it is hereby determined that such per diem or fixed amount reimbursements, so long as applicable to all city employees, are the best and most efficient method of reimbursing expenses on an actual and necessary basis.

9. Council Salary.

To assure attention to the Council compensation allowable under state law, the City Council shall have an agenda item during a meeting in December of odd numbered years for the purpose of determining whether or not to take action regarding Council compensation.

10. Campaign Activity Funding.

The City Council shall not direct or authorize the expenditure of public funds to prepare or distribute a publication or communication when the style, tenor, and timing of the publication or communication demonstrates that it constitutes traditional campaign activity or that supports or opposes the approval or rejection of a ballot measure.

Section C: City Council Ethics Policy.

1. Declaration of Policy.

The respected operation of democratic government emphasizes that elected officials be independent, impartial, and responsible to the people. It requires that they conduct themselves in a manner above reproach.

This Ethics Policy provides the following general guidelines and specific prohibitions to which elected Escondido City Officials must conform in pursuit of their assigned duties and responsibilities. This policy is in addition to all applicable provisions of state law, including the Brown Act, the Political Reform Act and implementing regulations, and all other laws governing the conduct of elected officials.

2. Disclosure of Closed Session Matter.

No member of the City Council shall disclose to any person, other than members of the Council, the City Attorney, the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, the content or substance of any information

presented or discussed during a closed session meeting unless the City Council first authorizes such disclosure by the affirmative vote of three members.

3. Disclosure of Confidential Communications.

Except when disclosure is mandated by state or federal law, no member of the City Council shall disclose to any person, other than members of the Council, the City Attorney, or the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, the content or substance of any confidential or privileged communication relating to matters of City business, received under circumstances where the confidential or privileged nature of the communication is reasonably conveyed, unless the City Council first authorizes such disclosure by the affirmative vote of three members of the City Council.

4. Conduct During Negotiations/Litigation.

The City Council is authorized to provide direction to specifically identified negotiators in a legally constituted closed session on matters involving pending litigation, real estate negotiations, and labor negotiations. If the City Council in closed session provides such direction to its negotiators, all contact with the negotiating party or the party's representative, shall be limited to, and made by, those individuals designated to handle the negotiations.

During a pending labor negotiation, no member of the City Council shall have any contact or discussion with the negotiating party or the party's representative regarding the subject matter of the pending negotiation. In addition, during pending litigation or real estate negotiations, no member of the City Council (unless they have been designated as a negotiator) shall have any contact or discussion with the litigating or negotiating party or the party's representative regarding the subject matter of the pending litigation or real estate negotiations.

No member of the City Council shall communicate or disclose to any person, other than members of the Council, the City Attorney, the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business; any discussion or information received in closed session regarding the negotiation or litigation.

Nothing in this section shall prohibit Council members from receiving written communications provided they are made available to all Council members, the City Manager, the City Attorney, and the City's designated negotiators on an equal basis.

5. Ex Parte Communications.

The purpose of this provision is to guarantee that all interested parties to any matter before the City Council have equal opportunity to express and represent their interests. Ex parte communications are those communications members of the City Council have with representatives of only one side of a matter outside the presence of other interested parties.

A communication concerning only the status of a pending matter shall not be regarded as an ex parte communication.

Any written or oral ex parte communication received by a member of the City Council in matters where all interested parties are entitled to an equal opportunity for a hearing shall be made a part of the record by the recipient.

6. Violations and Penalties.

Any violation of this Ethics Policy by a member of the City Council shall constitute official misconduct if determined by an affirmative vote of three members of the City Council in an open and public meeting. In addition to any criminal or civil penalties provided for by federal, state or other local law, any violation of this Ethics Policy shall constitute a cause for censure by City Council adoption of a Resolution of Censure.

ORDINANCE NO. 2014-09

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING ESCONDIDO MUNICIPAL SECTION
2-21 TO ADD PROVISIONS RELATED TO THE
CONDUCT OF CITY COUNCIL MEETINGS

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

SECTION 1. Escondido Municipal Code Section 2-21 is hereby amended to read
as follows:

Article 2. City Council

Section 2-21. Time, location of meetings

- (a) The regular meeting time for the Escondido City Council will be on the first four Wednesdays of each month, commencing with closed session items at 3:30 p.m. and a regular public meeting at 4:30 p.m. Such meetings may be canceled from time to time depending on the number of agenda items, availability of council members or related circumstances. Unless publicly noticed otherwise, all meetings shall take place at Escondido City Hall, 201 North Broadway, Escondido, California.
- (b) The Escondido City Council may adopt rules of decorum and procedure from time to time by means of City Council Resolution. Rules adopted to expedite the transaction of the business of the council in an orderly fashion are deemed to be procedural only and the failure to strictly observe such rules shall not affect the jurisdiction of the council or invalidate any action taken at a meeting that is otherwise held in conformity with law.
- (c) Any person using vulgar, profane, loud or boisterous language at any meeting or otherwise interrupting the proceedings of the council, or who refuses to carry out orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the council meeting, or who interrupts proceedings, shall upon conviction be deemed guilty of a misdemeanor.
- (d) The chief of police, or such member of the police department as designated, shall be sergeant-at-arms of the city council, and shall attend meetings at the request of the presiding officer, city manager, or city council, and shall carry out all orders given by the presiding officer or council for the purpose of maintaining order and decorum at the council meetings.

SECTION 2. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 3. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the City of Escondido.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 19

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Sustainable Communities Planning Grant and Incentives Program Application

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-23 authorizing the Director of Community Development or her designee to complete an application to the Strategic Growth Council/Department of Conservation for state Sustainable Communities Planning Grant and Incentive Program funds to prepare and update Area Plans for a combined South Escondido Boulevard/South Quince Street Target Area. If awarded, it is requested that the Director of Community Development or her designee be authorized to accept the grant funds, and to complete grant documents on behalf of the City.

FISCAL ANALYSIS:

Budgets for the project are being finalized; the project is anticipated to cost approximately \$175,000 - 225,000. The grant requires a 10% match (½ of the match must be a cash match, ½ can be in-kind staff time). Matching funds are available in the CIP account for General Plan Implementation. The grant request is anticipated to be for approximately \$180,000.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

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

PREVIOUS ACTION:

The General Plan was adopted in May 2012 via Resolution 2012-52. Preparing and updating 'Area Plans' for South Quince Street and South Escondido Boulevard have been identified as an implementation measure in the General Plan.

BACKGROUND:

The Department of Conservation (DOC) manages competitive grants to cities, counties, and designated regional agencies to develop and implement plans that reduce greenhouse gas emissions and achieve other sustainability objectives on behalf of the Strategic Growth Council. The Sustainable Communities Planning Grant and Incentives Program provides an opportunity to improve and support infill development and equity through improving existing infrastructure; protecting and conserving natural resources; and encouraging efficient development partners in areas with projected growth through a collaborative and coordinated approach. DOC, Division of Land Resources Protection,

Planning Grant and Incentives Program staff has released an RFP (\$16 million total funds for Round 3 of the Program) which is funded through the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Proposition 84).

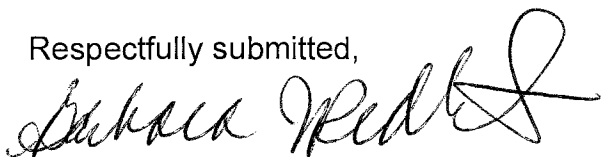
This grant program is meant to foster the development of sustainable communities throughout California. It is designed to help local governments meet the challenges of adopting land use plans and integrating strategies to transform communities and create long-term prosperity. Sustainable communities shall promote equity, strengthen the economy, protect the environment, and promote healthy, safe communities. Twenty-five percent of the funding cycle shall be set aside for proposals that target and directly benefit Environmental Justice communities, including Escondido.

Staff proposes to apply for funds to support general plan/specific plan updates that incorporate infill goals to meet California Environmental Quality Act streamlining opportunities related to SB 226 (Simitian, 2011). This project would use consulting services to update the existing South Escondido Boulevard Area Plan and preparing a new South Quince Street Area Plan as a joint document. The areas are further defined in Attachment A (General Plan Figures 11-19, "Target Areas" c, d, e, and f). These interconnected Target Areas comprise approximately 420 acres of Escondido's more established and older sectors that extend 2.25 miles along Centre City Parkway and Escondido Boulevard. The current South Escondido Boulevard Neighborhood Plan was adopted in July 1996 and requires extensive updating to include recently adopted General Plan policies promoting sustainability, smart growth principles, healthy lifestyles, and economic prosperity.

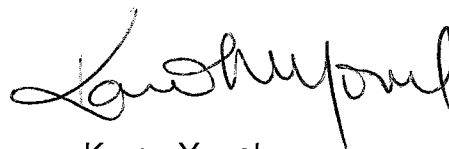
These combined Target Areas involve a variety of land uses including industrial, high density multi-family, general commercial, and residential/commercial mixed use. General Plan guiding principles for these Target Areas include:

- 1) Incorporate smart growth principles, promote increased density and intensity near transit, encourage façade improvements, property revitalization and integrate public/private recreational space.
- 2) Consider opportunities and incentives for increasing employment densities and attracting businesses with salaries that raise the city's median income and improving the jobs/housing balance.
- 3) Provide adequate infrastructure and include strategies for the development of neighborhood parks.
- 4) Create standards to facilitate the establishment of child care homes and centers.
- 5) Establish development standards and design guidelines to ensure quality architecture and landscaping, adequate off-street parking, on-site open space and recreational areas.

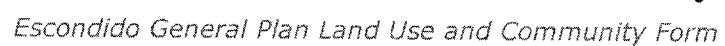
Respectfully submitted,



Barbara J. Redlitz
Director of Community Development



Karen Youel
Management Analyst



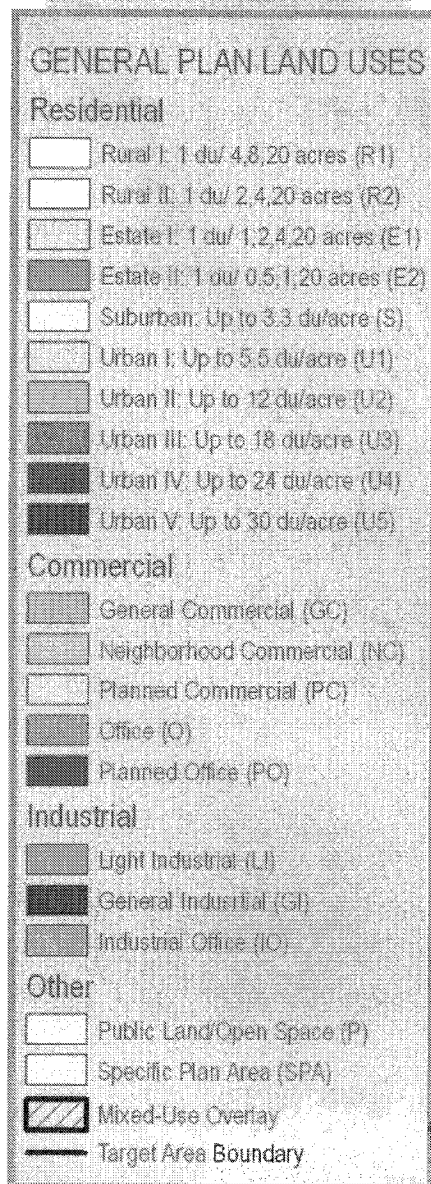


Figure II-22

c. South Quince Street Target Area

Location: South of downtown north of 15th Avenue along both sides of Quince Street.

Size: 104 acres (Figure II-22).

General Plan Designations: Urban I (20 acres); Urban II (25 acres); Planned Commercial (5 acres); General Commercial (15 acres); Industrial Office (39 acres)

Current Status: Mid-range density multi-family, low intensity general retail, office restaurants, small scale industrial and manufacturing services.

Target Area 3 Guiding Principles:

- 1) Establish an Area Plan that incorporates smart growth principles, promotes increased density and intensity near the transit center, encourages façade improvements, property revitalization and integrates public/private recreational space.
- 2) Consider opportunities and incentives for increasing employment densities and attracting businesses with salaries that raise the city's median income and improving the jobs/housing balance.

- 3) Incorporate provisions for a commercial and office mixed-use overlay in the residential portions of the Area Plan to allow compatible non-residential land uses with the neighborhood.

**Guiding Principles for 13th Avenue / Pine Street
(Planned Commercial #14):**

Land uses shall include retail uses that are compatible with adjacent residential neighborhood. Development standards shall include decorative masonry walls to screen trash enclosures and loading areas of commercial uses. Reciprocal access for the entire project shall be provided through the existing commercial parking lot to the satisfaction of the Planning Department. All buildings and lighting shall be unified in design, single story and orient away from residential uses on Quince Street and 12th Avenue. Delivery schedules for the commercial uses shall be structured so as not to occur during with late night or early morning hours, and delivery areas shall be oriented away from residential areas.

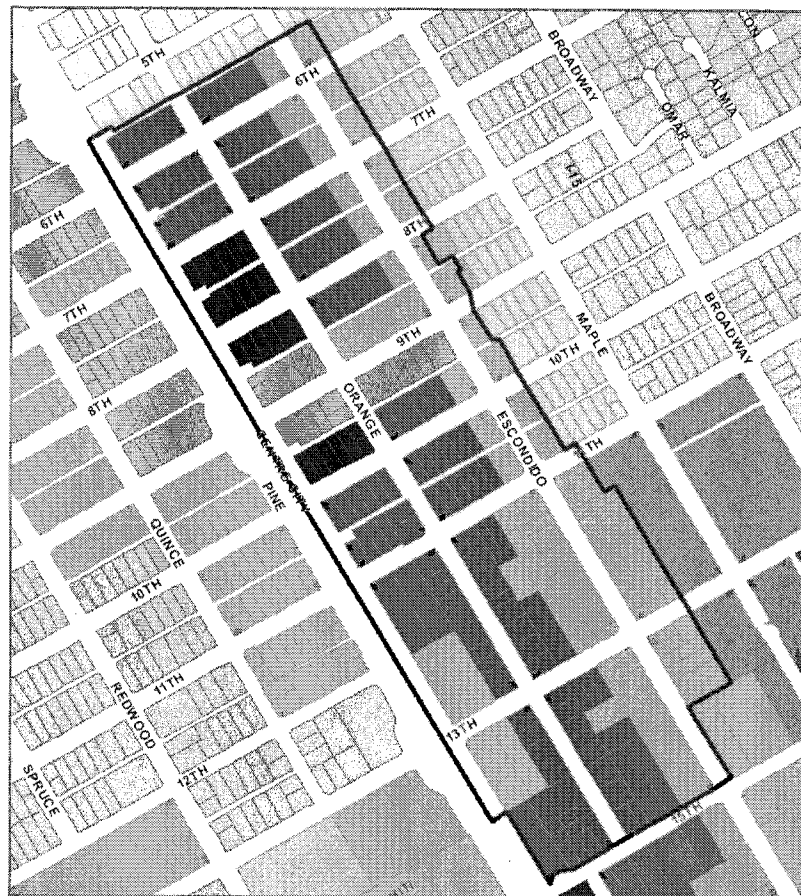
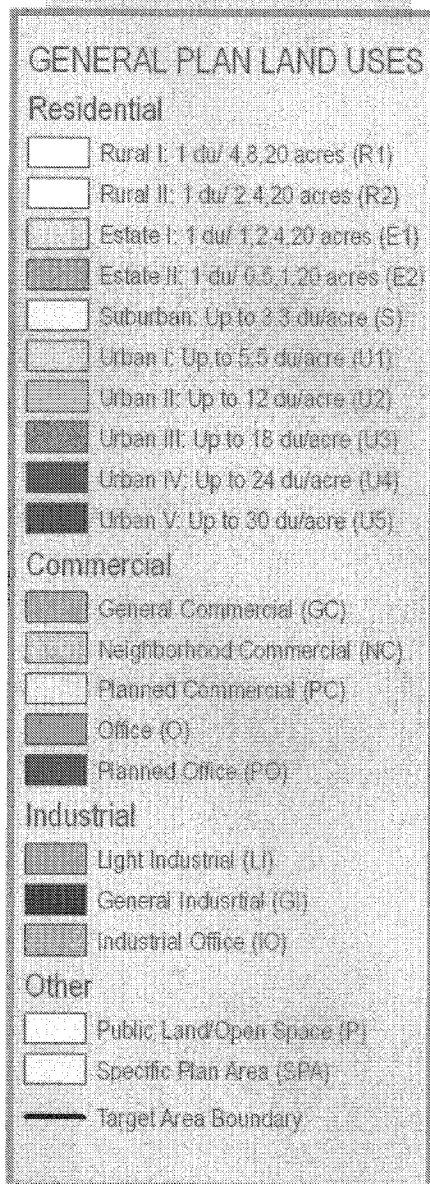


Figure II-23

d. S. Escondido Blvd/Centre City Pkwy Target Area

A Land Use Area Plan will be maintained for the residential area between Fifth and Sixteenth Avenues, Centre City Parkway and Escondido Boulevard (Figure II-23). The neighborhood is predominately characterized by older single and multifamily housing stock. The area plan shall address the following objectives:

- a. Promote a wide range of housing opportunities.
- b. Provide adequate infrastructure.
- c. Establish development standards and design guidelines to ensure quality architecture and landscaping, adequate off-street parking, on-site open space, and recreation areas.
- d. Include strategies for the development of neighborhood parks within the area.
- e. Create standards to facilitate the establishment of child care homes and centers.
- f. Establish a density range where maximum densities can only be attained through lot consolidation and consistency with the above goals.

(Amendment to this policy will continue to require voter approval)

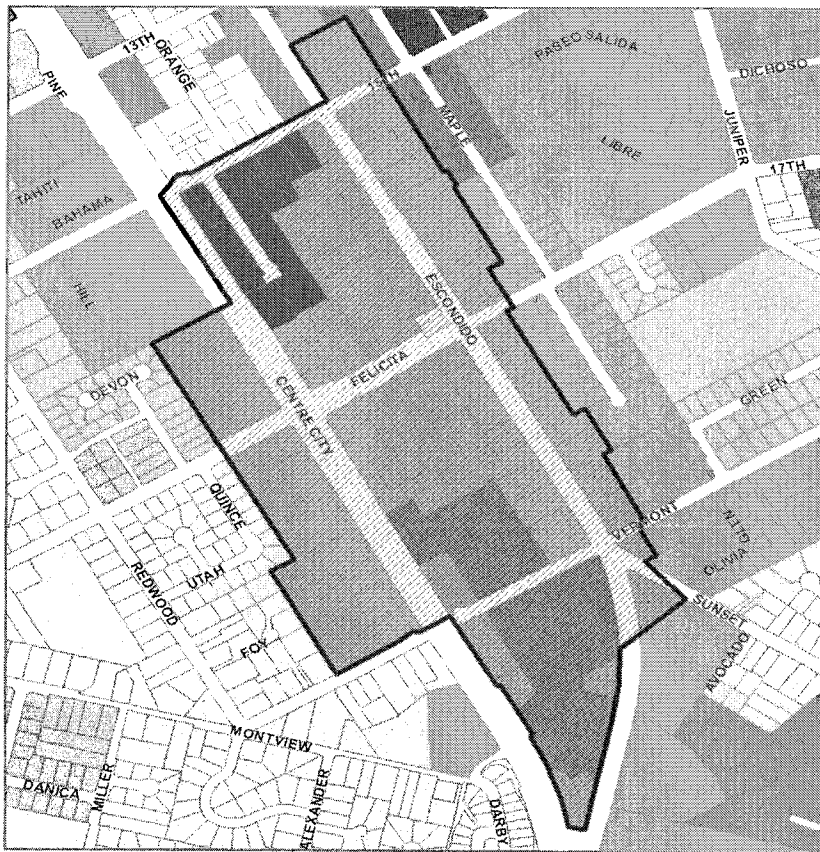


Figure II-24

e. S. Escondido Blvd / Felicita Avenue Target Area

Location: 15th Avenue, Escondido Boulevard, Centre City Parkway

Size: 167 acres (Figure II-24).

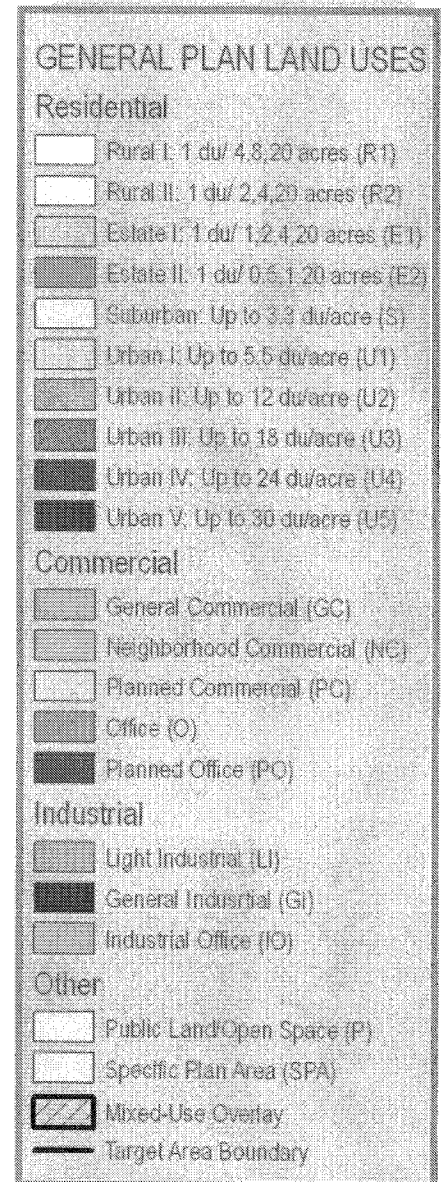
General Plan Designations: Urban III (29 acres); Urban IV (12 acres); General Commercial (126 acres); Mixed Use Overlay (minimum 30 units per acre)

Current Status: Multi-family, low intensity suburban shopping, general retail, office, restaurants, and small scale services.

Adopted Plans: S. Escondido Boulevard Commercial Area Plan

Target Area 5 Guiding Principles:

- 1) Update the existing Area Plan for the Target Area to include smart growth principles; strong connections to transit and integration of public/private recreational space, and criteria for considering exclusively residential development along Escondido Boulevard.
- 2) Establish a mixed use overlay with increased density and intensity in close proximity to transit and services. Ensure compatibility with adjacent lower density residential with appropriate building heights, intensities, and buffers.



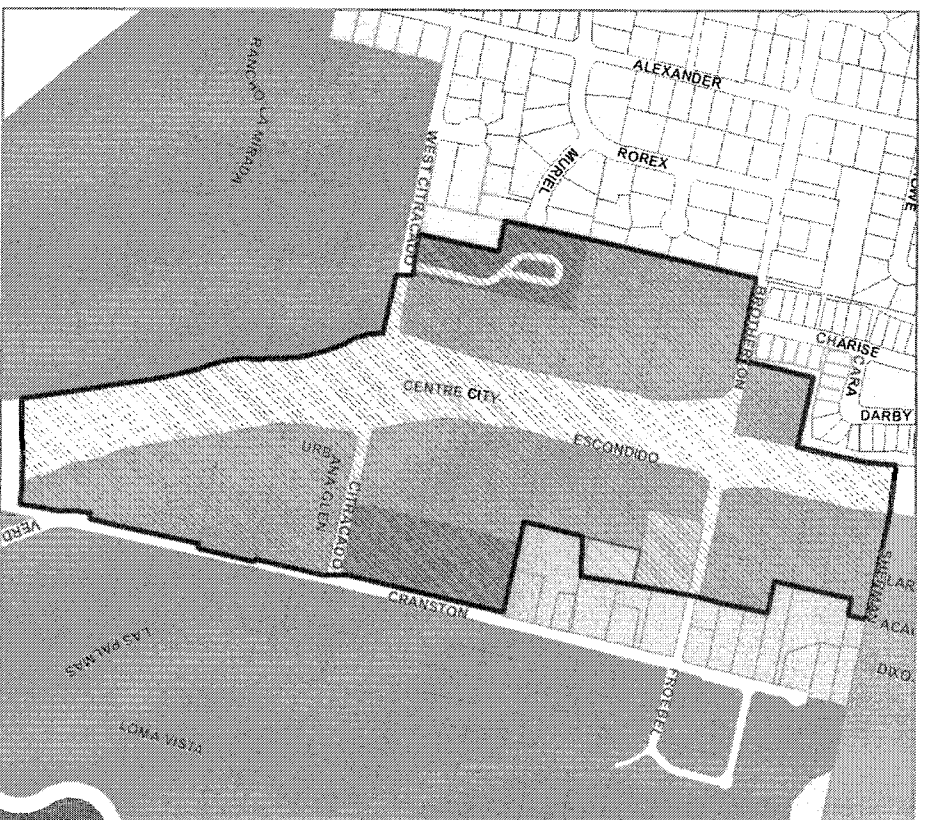
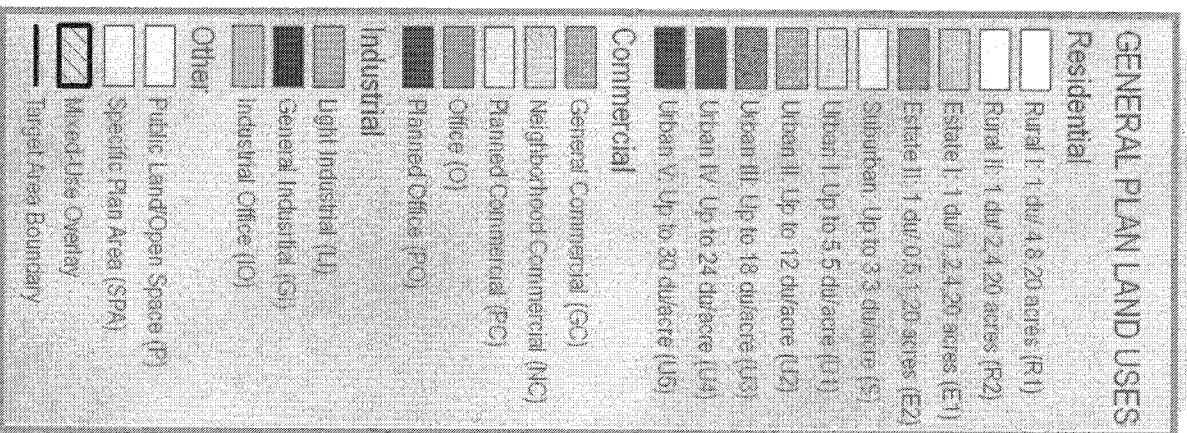


Figure II-25

f. Centre City Parkway/Brotherton Road Target Area

Location: In the vicinity of Brotherton Road and Citracado Parkway on both sides of Centre City Parkway.

Size: 55 acres (Figure II-25).

General Plan Designations: Urban III (7 acres); General Commercial (48 acres); Planned Commercial (1.8 acres) Mixed Use Overlay (minimum 30 units per acre)

Current Status: Mid-range density mixed use, low intensity suburban shopping, general retail, office, and small scale services.

Adopted Plans: S. Escondido Boulevard Commercial Area Plan

Target Area 6 Guiding Principles

- 1) Update the existing Area Plan for the Target Area to include smart growth principles; a gateway element for the city, aesthetic enhancements along Centre City Parkway, strong connections to transit, integration of public/private recreational space, criteria for considering exclusively residential development along Escondido Boulevard, and features to ensure pedestrian safety.

- 2) Establish a mixed use overlay with increased density and intensity in close proximity to transit and services. Ensure compatibility with adjacent lower density residential with appropriate building heights, intensities, and buffers.

**Guiding Principles for Brotherton Road
(Planned Commercial #13):**

Land uses planned for this site shall be limited to mini-storage units or other uses compatible with adjacent residential properties subject to the provisions set forth in the Zoning Code. Development standards shall include a 6-foot-high block wall, in combination with a minimum 20-foot-wide heavily landscaped buffer utilizing mature non-deciduous trees and shrubs with dense foliage to be incorporated along the property abutting residentially zoned property to create a visual buffer upon installation. All structures shall provide roof coverings, similar to and compatible with surrounding residential development. Site studies, to the satisfaction of the Planning Department may also be required to ensure surrounding residential properties are not impacted.



RESOLUTION NO. 2014-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, AND RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedure established by the Strategic Growth Council require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the development of the proposal.

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

1. Approves the filing of an application for the Updated Area Plans for a Combined South Escondido Boulevard/South Quince Street Target Area in order to become a sustainable community.

2. Certifies that applicant understands the assurances and certification in the application.

3. Certifies that applicant or title holder will have sufficient funds to develop the Proposal or will secure the resources to do so.

4. Certifies that the Proposal will comply with any applicable laws and regulations.

5. Appoints the Director of Community Development, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

RENT REVIEW BOARD

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. RRB _____

File No. _____

Ord No. RRB _____

Agenda Item No.: 20

Date: February 12, 2014

TO: Honorable Chairman and Members of the Rent Review Board

FROM: Barbara Redlitz, Director of Community Development

SUBJECT: Short-form Rent Increase Application for Lake Bernardo Mobile Estates (File Number 0697-20-9970) – Continued Hearing

RECOMMENDATION:

- Consider the short-form rent increase application submitted by Lake Bernardo Mobile Estates and information presented by Park owner regarding rehabilitation of roads and other projects.
- If approved, adopt Rent Review Board Resolution No. 2014-01R granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 1.654% (an average of \$9.83) for the period of December 30, 2011 to June 30, 2013 upon receipt of a satisfactory project schedule for rehabilitating the Park roads by staff.

The application meets all the eligibility criteria for submittal of a short-form rent increase application.

BACKGROUND:

On January 15, 2014, the Rent Review Board heard testimony regarding the rent increase request for Lake Bernardo Mobile Estates, located at 1202 Borden Road. No residents signed in to protest the short form rent control application. During the hearing, the Board expressed concerns regarding the condition of roadways and pathways in the Park. After discussion, Councilmember Morasco motioned and Deputy Mayor Diaz seconded the motion to continue this item to the February 12, 2014 meeting. Motion carried unanimously. The Rent Review Board requested that the management provide a timeline for the improvements being considered, including repair and maintenance of the roadways throughout the Park. The Park's response is attached as "Exhibit B."

The Staff Report from January 15, 2014 is attached as "Exhibit A."

ADDITIONAL INFORMATION:

Staff has reviewed the Park owner's proposed improvements and timeline and has concerns. The proposed improvements involve first performing work along the exterior of the Park, followed by projects inside the park, after which road repairs would be initiated. Although work is scheduled to begin in November 2014, no timeline for completion of the road repairs has been provided.

The Park owner also proposes applying a slurry seal to the roads. Staff reviewed the proposal with the Public Works Department who concluded that a slurry seal would not be appropriate in areas where the roads are severely deteriorated with prevalent cracking and deformation. Staff

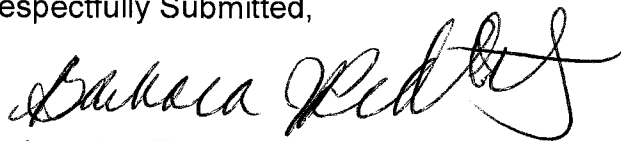
February 12, 2014

Lake Bernardo Mobile Estates, Continued Hearing

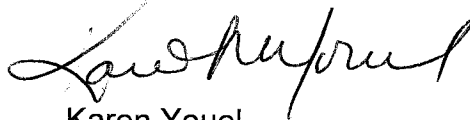
Page 2

recommends that the Park hire an expert to assess the conditions of all the roadways and establish a complete rehabilitation plan with maintenance schedule.

Respectfully Submitted,

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

Barbara Redlitz
Director of Community Development

A handwritten signature in black ink, appearing to read "Karen Youel", with a stylized flourish at the end.

Karen Youel
Management Analyst

RENT REVIEW BOARD

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. RRB _____ File No. _____

Ord No. RRB _____

Agenda Item No.: 9

Date: January 15, 2014

Continued to Feb 12, 2014

TO: Honorable Chairman and Members of the Rent Review Board

FROM: Barbara Redlitz, Director of Community Development

SUBJECT: Short-form Rent Increase Application for Lake Bernardo Mobile Estates (File Number 0697-20-9970)

RECOMMENDATION:

- Consider the short-form rent increase application submitted by Lake Bernardo Mobile Estates.
- If approved, adopt Rent Review Board Resolution No. 2014-01 granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 1.654% (an average of \$9.83) for the period of December 30, 2011 to June 30, 2013.

INTRODUCTION:

Lake Bernardo Mobile Estates ("Park"), located at 1202 Borden Road, has filed a short-form rent increase application. The Board is asked to accept the staff report, hear public testimony, and make a determination concerning the request in accordance with the Escondido Rent Protection Ordinance and the short-form procedures as outlined in the Rent Review Board Guidelines. The application and the staff report have been made available to the Board for review and consideration prior to the hearing.

THE RENT INCREASE APPLICATION:

Lake Bernardo contains 167 spaces with 66 spaces currently subject to rent control. The Park is requesting an increase for the 66 rent controlled spaces. The other spaces not included in this application are on long-term leases, occupied as rentals or by management, or are vacant. Common facilities include a clubhouse, which has a social hall, kitchen, and a billiard room. The Park also offers a swimming pool, shuffleboard courts, R.V. storage and a landscaped lake. Laundry facilities are available for a fee.

The application meets all the eligibility criteria for submittal of a short-form rent increase application.

PARK OWNER'S REQUEST:

Under the short-form policy guidelines, the Park owner is requesting an increase of 75% of the change in the Consumer Price Index (CPI) covering the period of December 31, 2011 through June 30, 2013. The average increase requested is \$9.83 per space, per month, which is a 1.654% increase. The current average monthly base rent of the spaces subject to the application is \$594.50.

This is the eighteenth rent increase request filed by this Park since the Ordinance was implemented. The last increase was granted in October 2012 for an average amount of \$14.92 per space, per month covering an 18-month period of consideration.

RESIDENT MEETING AND COMMENTS:

All residents affected by this request were invited to attend a meeting in their clubhouse on December 5, 2013 at 6:00pm. There were three residents in attendance as well as the Park owner's representative, the Park managers, and City staff. The application and the short-form hearing procedures were discussed with the residents in attendance. Two items were discussed: communication around planned improvements in the near future and the condition of the roadway/possible trip hazards in the Park.

No resident volunteered to act as a resident representative; there is no homeowner's group at Lake Bernardo Mobile Estates.

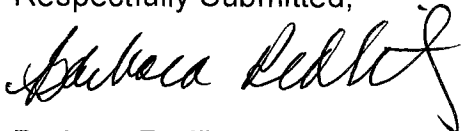
CODE INSPECTION REPORT:

An inspection of the Park's common areas by the City's Code Enforcement Division noted violations of the Health and Safety Code. A copy of the Code Report ("Report") is attached as "Exhibit A." The Park has received a copy of the report, and is aware that no rent increase, if granted, may be implemented until the Health and Safety Code violations have been cleared.

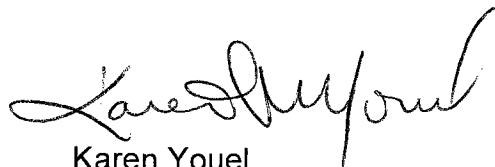
ADDITIONAL FACTORS AFFECTING THE APPLICATION:

In conformance with the Rent Review Board Guidelines, the decision of the Board will be finalized by adoption of the Resolution confirming the findings of the Public Hearing. The Notice of Determination will be mailed to the applicant and residents immediately upon adoption of the Resolution. The 90-day notice of any rent increase granted may be sent to the residents upon the adoption of the Resolution.

Respectfully Submitted,



Barbara Redlitz
Director of Community Development



Karen Youel
Management Analyst



December 19, 2013

MOBILEHOME PARK RENT CONTROL
CODE ENFORCEMENT INSPECTION REPORT

Park Name: Lake Bernardo Mobile Estates

Park Owner: Phil Hohstein
RDPH Properties, Inc.
30423 Canwood St., #204
Agoura Hills, CA 91301
ATTN: Priscilla Cervantes

Park Manager: Bob and Renee Sullivan **Phone:** (760) 745-6206

Inspection Date: 12/19/13 **Inspector:** Art Stephens

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Health & Safety Code, Division 13, Part 2.1; the California Code of Regulations, Title 25, Chapter 2; the Escondido Zoning Code, Article 45; and the Escondido Municipal Code. This inspection report only addresses health and safety issues that are related to areas for which maintenance, repair and operations is the responsibility of the owners and managers of the park.

General Violations:

1. Repair three sliding windows in the pool table room. The windows must be operable. 25 CCR 1605 (a) (6).
2. Replace the burned out light bulb in the pool equipment room. 25 CCR 1608 (a) (6).

3. Install a cover plate for the exterior electrical junction box in the parking lot next to unit #16, 25 CCR 1605 (d)(1).
4. Repair the deteriorated asphalt on the walking path around the pond. Repair all large cracks, potholes or depressions. 25 CCR 1102 (a), 25 CCR 1116 (a).
5. Remove a large rock pile near the pond parking lot area. Consolidate the back fill dirt pile to a smaller pile. 25CCR 1120 (b) (c).
6. Repair all pot holes in the streets at the below listed locations - #2 & #7 Citrcado Ln, #9 Rancho Drive, Intersection at #63, across from #61, intersection #59, above lake east side near blue unit, across from units 144, 119, 113 & 16 and the club house parking lot. The above listed locations may not necessarily include all pot holes or depressions. The park should take extra steps to ensure all depressions and pot holes throughout the park are repaired. 25CCR 1102 (a) & 25CCR 1116(a).

Note: Due to the overall deterioration of the asphalt roads throughout the park additional emphasis will be needed to closely monitor for further deterioration and additional pot holes.

**Areas of the park needing illumination per 25 CCR 1108
(Lighting Inspection; (12-17-13))**

1. Repair two inoperable light fixtures. N/W corner of shuffle board awning & S/E corner of workshop building.

LAKE BERNARDO ESTATES IMPROVEMENT PLAN

Owner: RDPH Properties

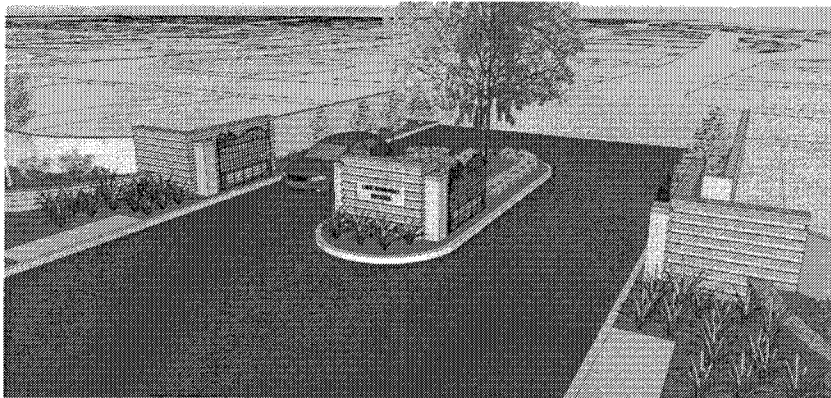
Landscape Architect: James Dean Design

	<u><i>Projected Start</i></u>
Phase 1: Entry & Corner Signage	February 2014
Phase 2: Perimeter Walls (Borden & Rock Springs Road)	May 2014
Phase 3: Street Plantings (Borden & Rock Springs Road)	July 2014
Phase 4: Lake Walkways & Surroundings	August 2014
Phase 5: Gazebo & Play Place	October 2014
Phase 6: Slurry Seal Interior Roadways	November 2014

*Working Drawings Appended

LAKE BERNARDO ESTATES IMPROVEMENT PLAN

Phase 1: Entry & Corner Signage
Status: Working Drawings Completed & in Planning Review
Sign Permit Application Filed 1/14/2014, Review 1/27/2014
Faber Masonry Selected as Contractor
Cost Bid: \$59,060
Construction Will Begin ASAP

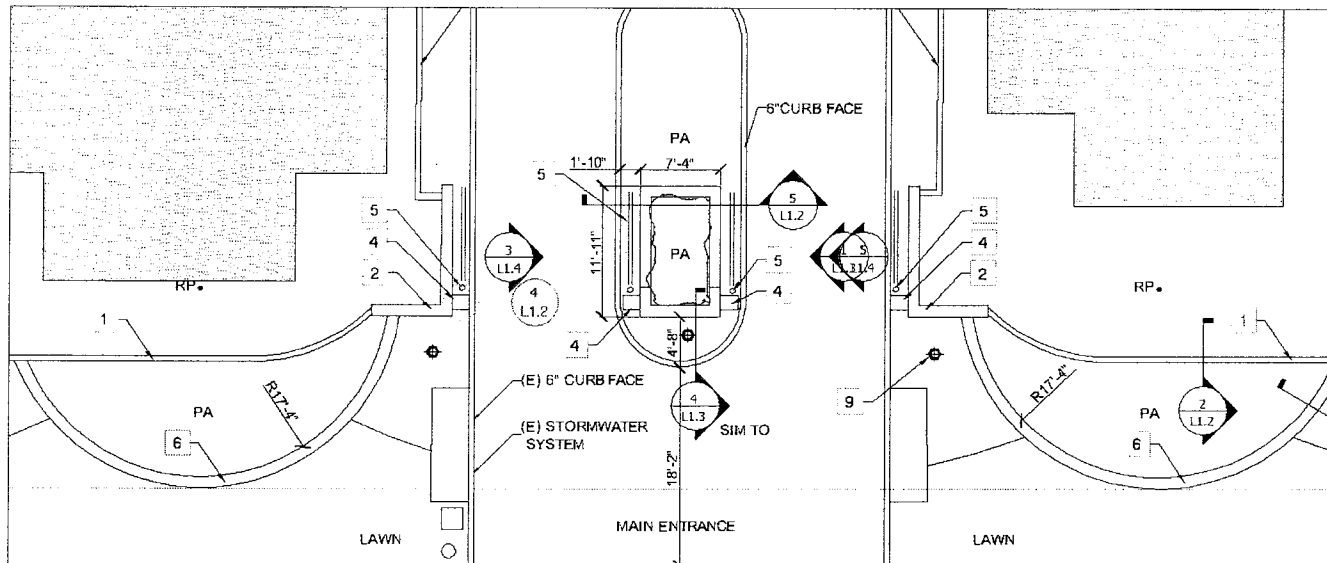


MAIN ENTRY RENDERING

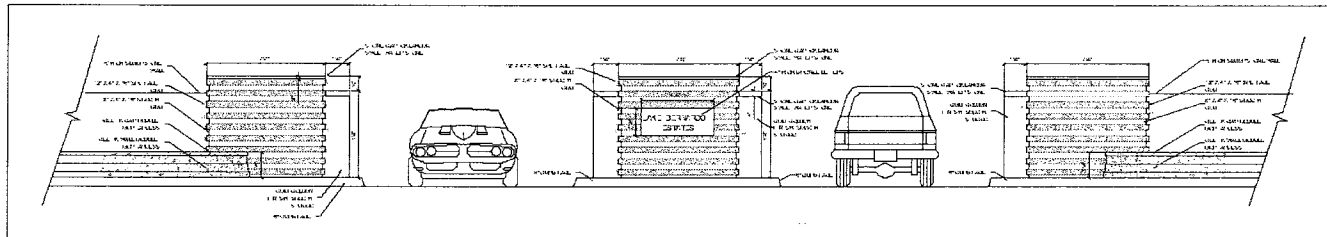


CORNER RENDERING

LAKE BERNARDO ESTATES IMPROVEMENT PLAN

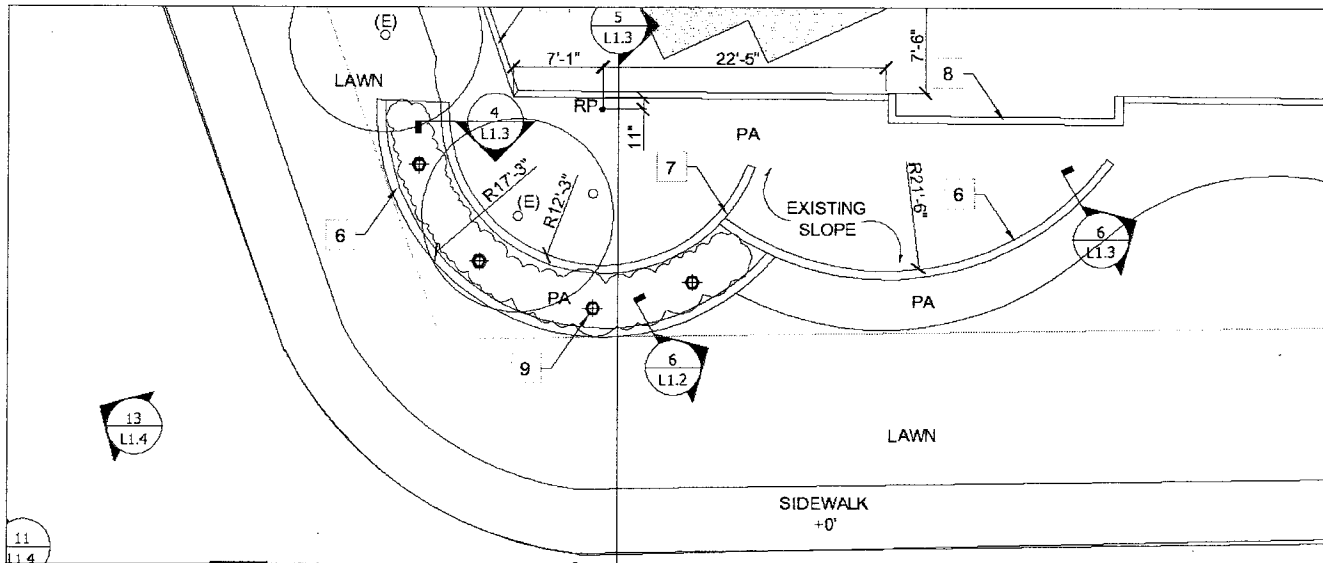


EXCERPT: MAIN ENTRY PLAN VIEW

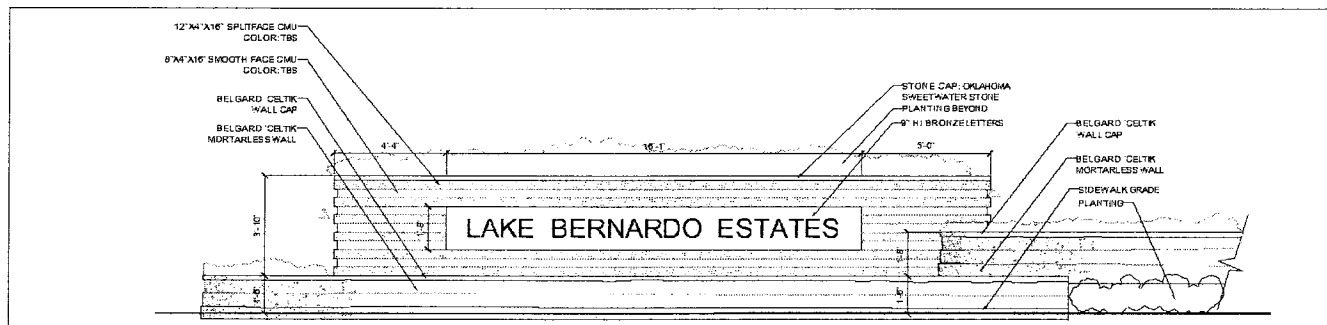


EXCERPT: MAIN ENTRY ELEVATION

LAKE BERNARDO ESTATES IMPROVEMENT PLAN



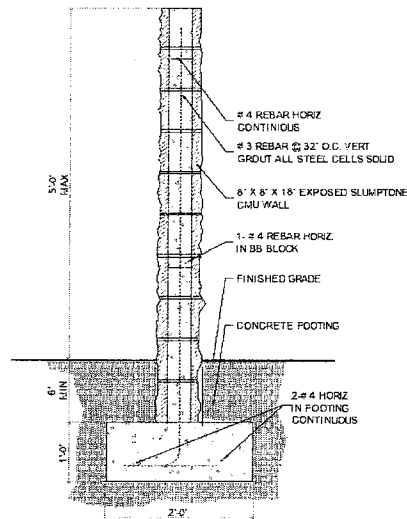
EXCERPT: CORNER PLAN VIEW



EXCERPT: CORNER ELEVATION

LAKE BERNARDO ESTATES IMPROVEMENT PLAN

Phase 2: Perimeter Block Walls (Borden & Rock Springs Road)
Status: Working Drawings Completed
Contractor Selection in Process
Construction Will Begin After Phase 1



EXCERPT: PROPERTY PERIMETER WALL SECTION

Borden Rd & Rock Springs Road = 800'
Cost Estimate = \$60,000

LAKE BERNARDO ESTATES IMPROVEMENT PLAN

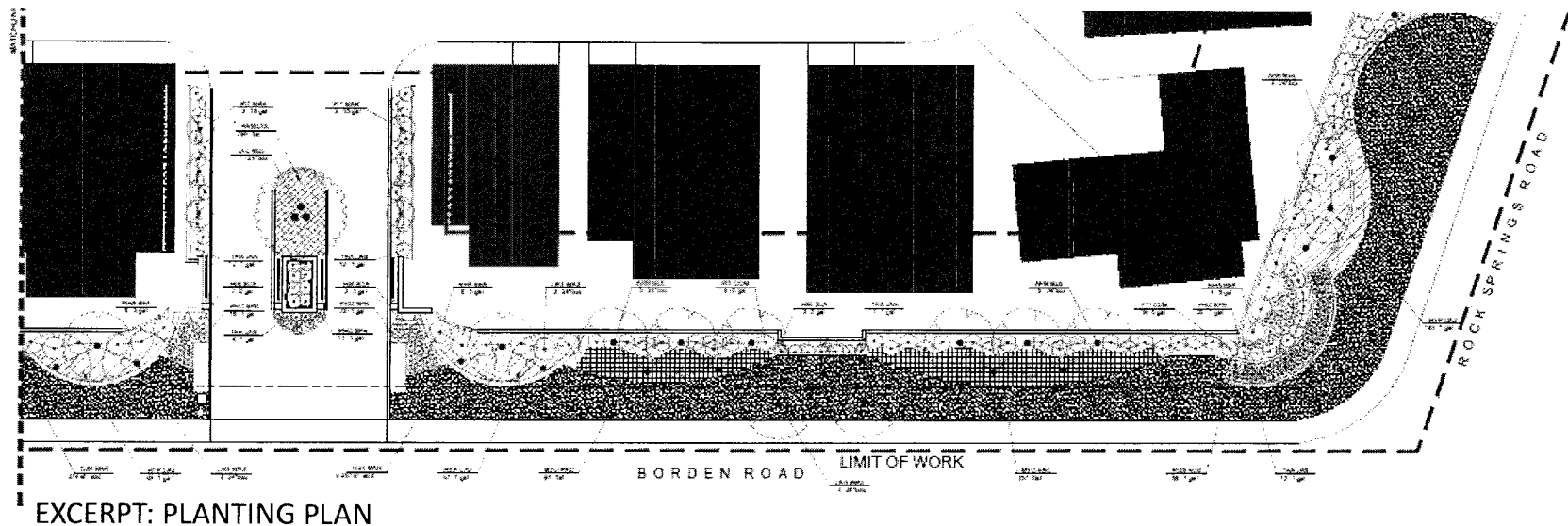
Phase 3: Street Planting (Borden & Rock Springs Road)

Status: Working Drawings Completed

Contractor Selection in Process

Cost Estimate: \$261,224

Construction Will Begin After Phase 2



LAKE BERNARDO ESTATES IMPROVEMENT PLAN

Phase 4: Lake Walkways & Surroundings

Status: Concept Planning Stage

Construction Will Begin After Phase 3

Cost Estimates:

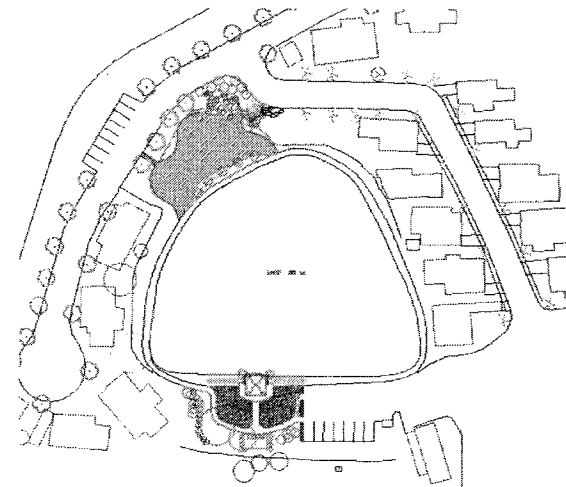
Lake Restoration (Regrading & Water Treatments) = TBD

Walkways = \$75,000

Plantings = TBD



INSPIRATION



LAKE PLAN VIEW

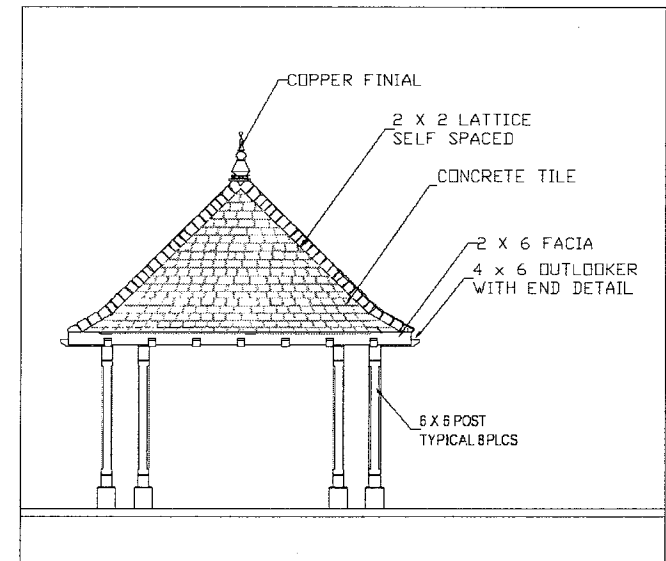
LAKE BERNARDO ESTATES IMPROVEMENT PLAN

Phase 5: Gazebo & Play Place
Status: Concept Planning Stage
Construction Will Begin After Phase 4
Cost Estimates:
Gazebo = \$54,825
Play Place = ~\$40,000
Plantings = TBD

Concept: Utilize Existing Boulders on Site to Create Active Play Place



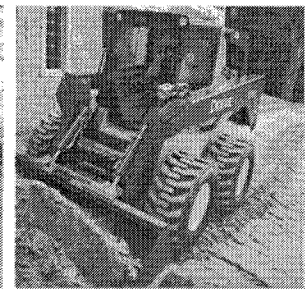
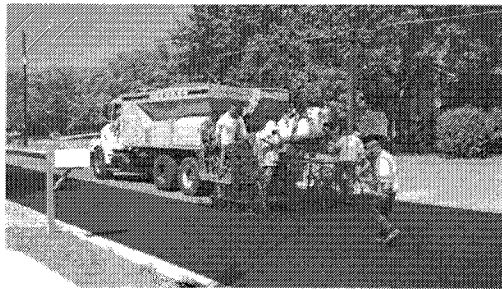
INSPIRATION



GAZEBO ELEVATION

LAKE BERNARDO ESTATES IMPROVEMENT PLAN

Phase 6: Slurry Seal Interior Roadways
Status: Bid Requested From Contractor
Construction Will Begin After Phase 5
Cost Estimate = TBD
Issues: Impending Utilities Transfer of Authority to County
Transfer May Involve Excavation/Retrofit to Meet County Standards
Existing Lines & Meters 1960s Vintage
Construction of Phases 4 and 5 Likely to Damage Roadways
Risk: Funds Spent on Slurry Seal May Need to Be Repeated
Mitigation: Delay Until After Phases 1 through 5 are Completed



1/26/2014

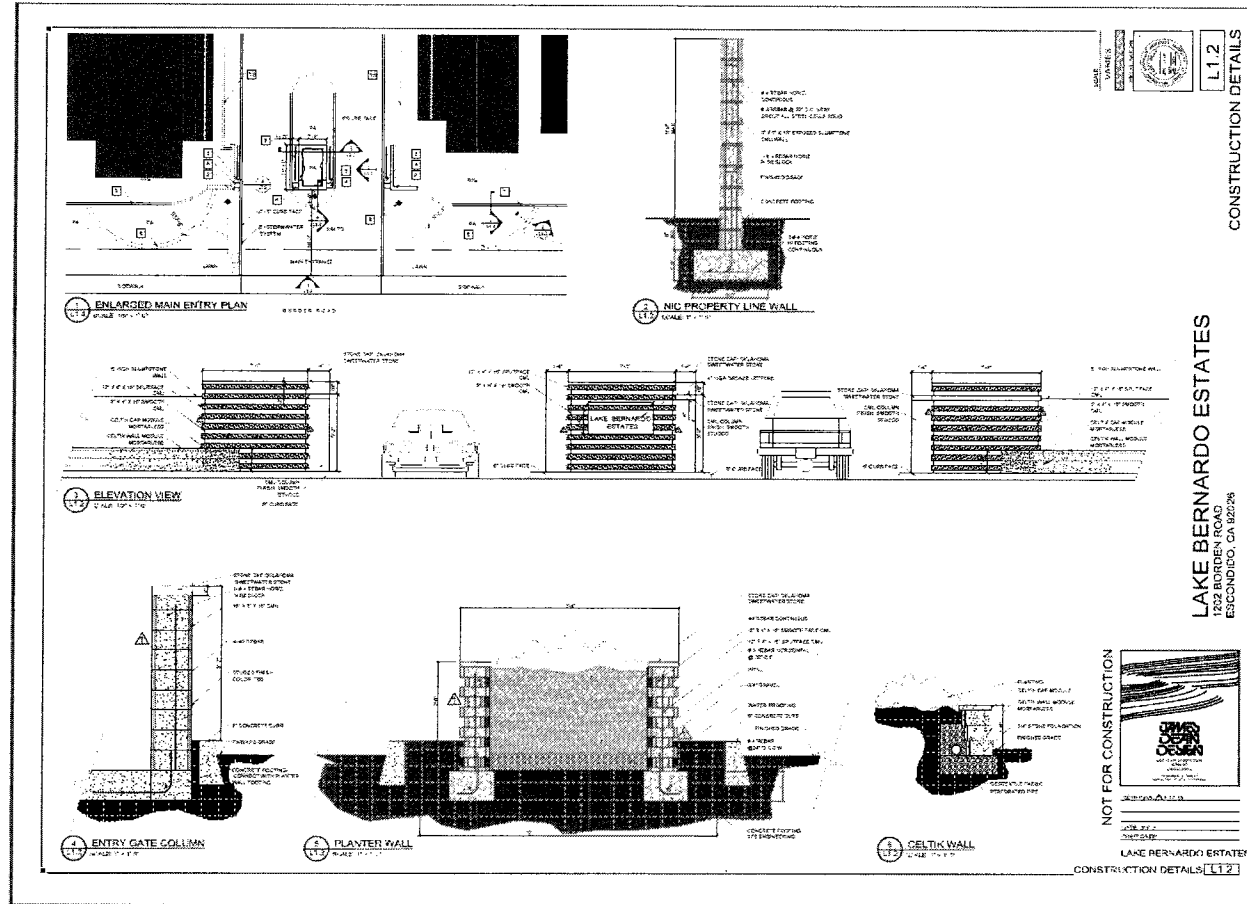
Phase 6: Slurry Seal Interior Roadways

9 of 16

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Appendix: Construction Plan

LAKE BERNARDO ESTATES IMPROVEMENT PLAN



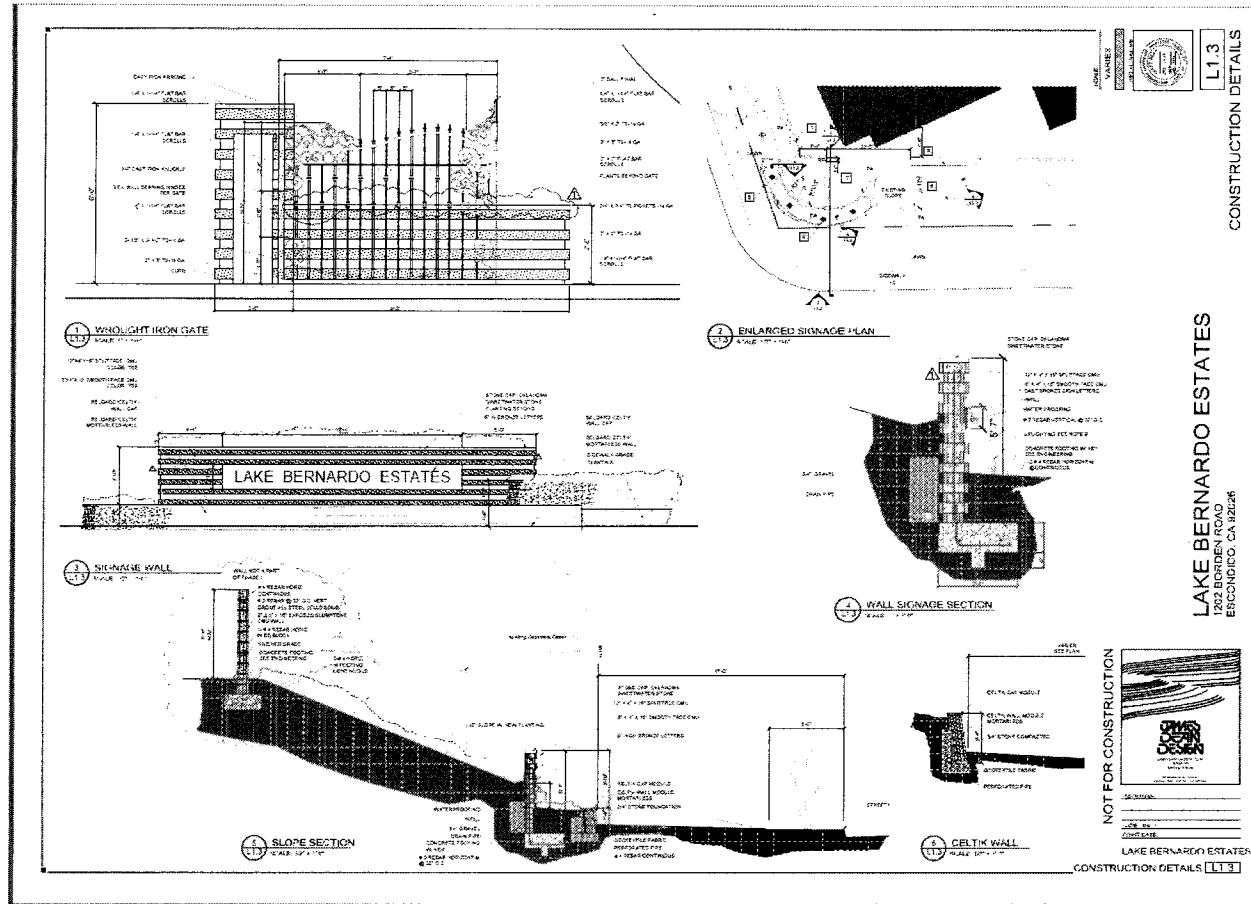
Sheet L1.2: Construction Details

1/26/2014

Appendix: Construction Details

11 of 16

LAKE BERNARDO ESTATES IMPROVEMENT PLAN



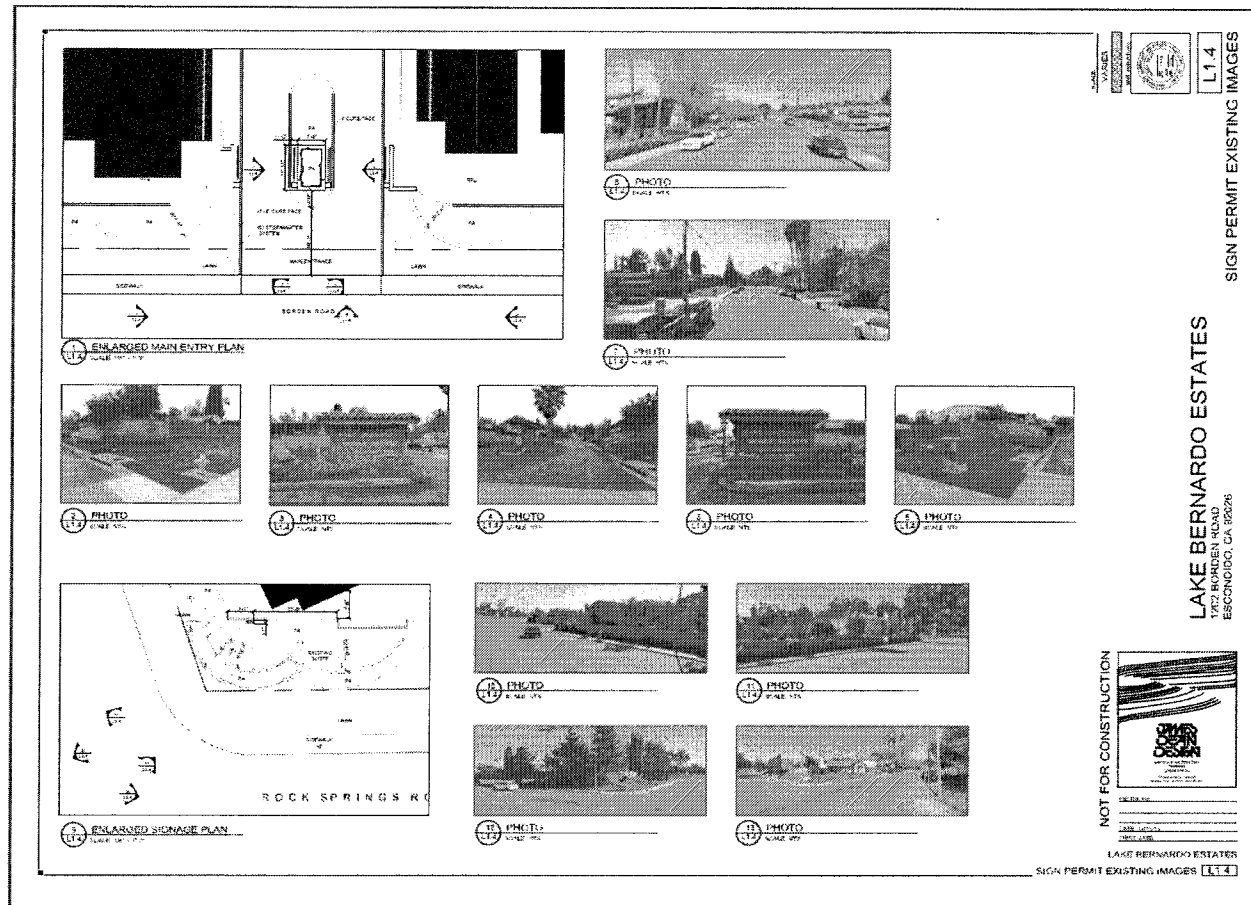
Sheet L1.3: Construction Details

1/26/2014

Appendix: Construction Details

12 of 16

LAKE BERNARDO ESTATES IMPROVEMENT PLAN



Sheet L1.4: Sign Permit Existing Images

1/26/2014

Appendix: Sign Permit Existing Images

13 of 16

NOT FOR CONSTRUCTION

LAKE BERNARDO ESTATES
1207 BORDEN ROAD
ESCONDIDO, CA 92026

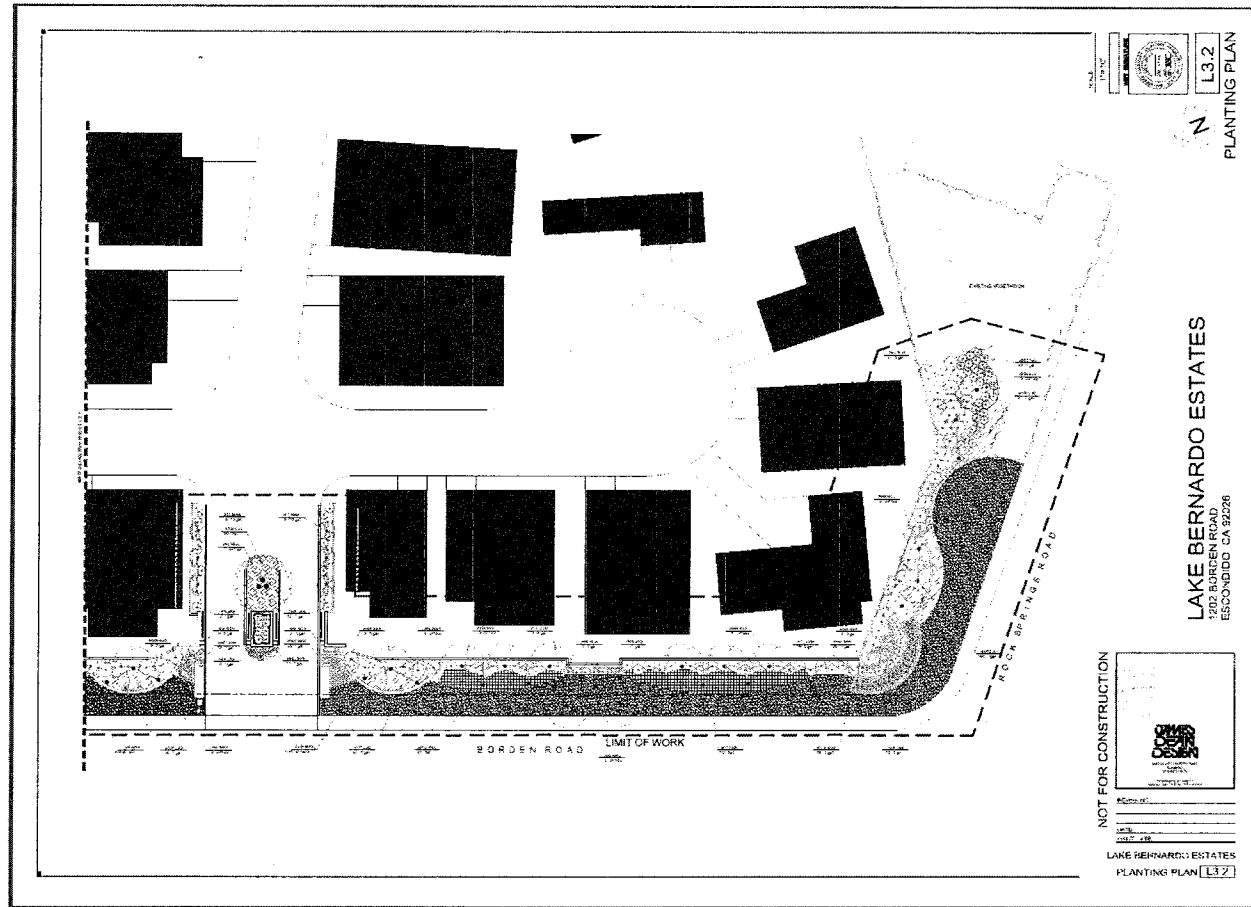
PLANTING PLAN

LEGEND

SYMBOL	DESCRIPTION	QUANTITY	UNIT
[Symbol]	1" x 6" SYP	100	LF
[Symbol]	2" x 4" SYP	100	LF
[Symbol]	4" x 4" SYP	100	LF
[Symbol]	6" x 6" SYP	100	LF
[Symbol]	8" x 8" SYP	100	LF
[Symbol]	10" x 10" SYP	100	LF
[Symbol]	12" x 12" SYP	100	LF
[Symbol]	14" x 14" SYP	100	LF
[Symbol]	16" x 16" SYP	100	LF
[Symbol]	18" x 18" SYP	100	LF
[Symbol]	20" x 20" SYP	100	LF
[Symbol]	22" x 22" SYP	100	LF
[Symbol]	24" x 24" SYP	100	LF
[Symbol]	26" x 26" SYP	100	LF
[Symbol]	28" x 28" SYP	100	LF
[Symbol]	30" x 30" SYP	100	LF
[Symbol]	32" x 32" SYP	100	LF
[Symbol]	34" x 34" SYP	100	LF
[Symbol]	36" x 36" SYP	100	LF
[Symbol]	38" x 38" SYP	100	LF
[Symbol]	40" x 40" SYP	100	LF
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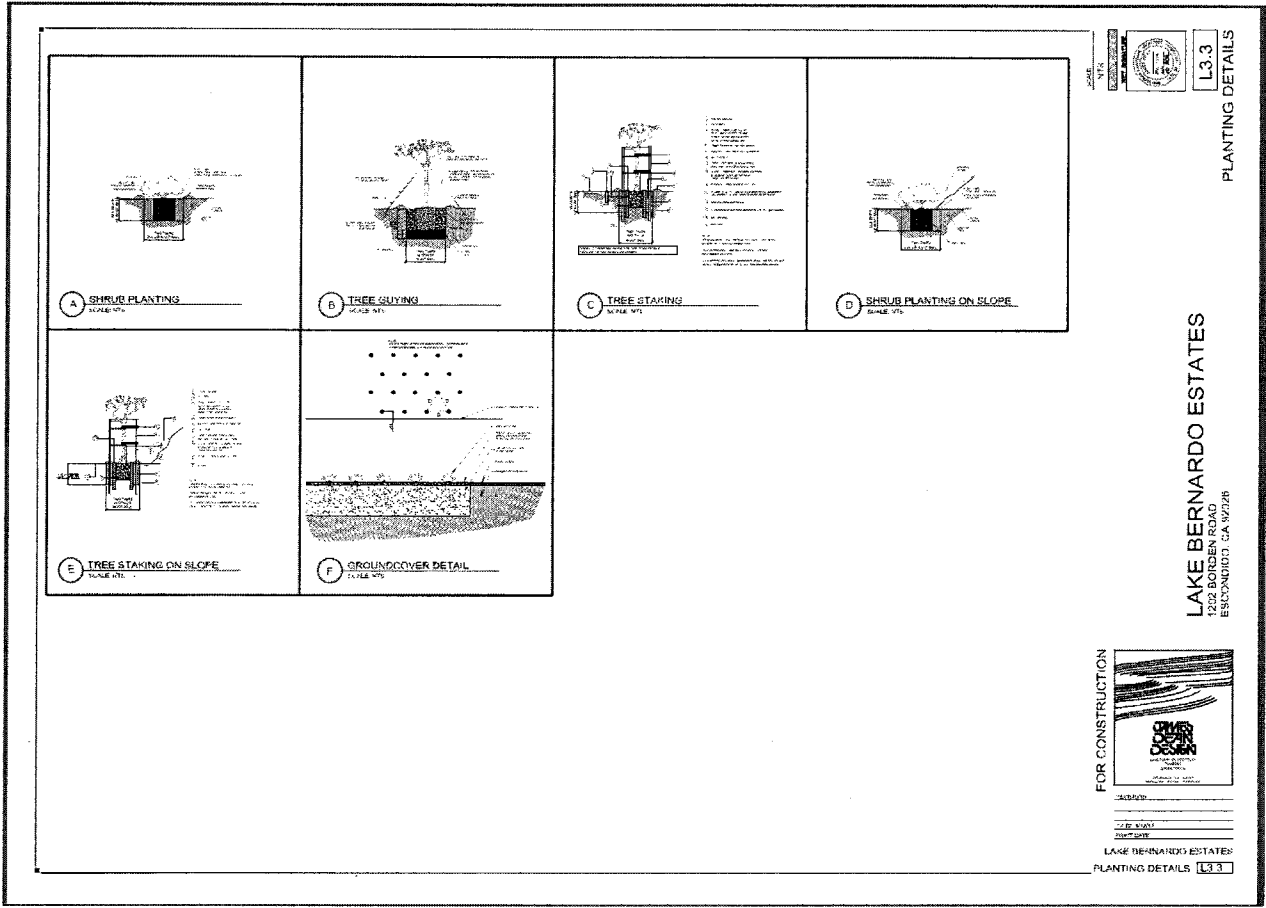
Appendix: Planting Plan

LAKE BERNARDO ESTATES IMPROVEMENT PLAN



Sheet L3.2: Planting Plan

LAKE BERNARDO ESTATES IMPROVEMENT PLAN



Sheet L3.3: Planting Details

RESOLUTION NO. RRB 2014-01R

A RESOLUTION OF THE ESCONDIDO
MOBILEHOME RENT REVIEW BOARD
MAKING FINDINGS AND GRANTING A RENT
INCREASE FOR LAKE BERNARDO MOBILE
ESTATES

(File Number: 0697-20-9970)

WHEREAS, Article V of Chapter 29 of the Escondido Municipal Code is a codification of the Escondido Mobilehome Rent Protection Ordinance ("Ordinance") and provides for mobilehome space rent regulation; and

WHEREAS, the City of Escondido Mobilehome Park Rent Review Board ("Board") is charged with the responsibility of considering applications for rent increases; and

WHEREAS, a Short-form Rent Increase Application ("Application") was filed pursuant to Section 12 of the Rent Review Board Guidelines on November 4, 2013, by the owner of Lake Bernardo Mobile Estates ("Park"), located at 1202 Borden Road in Escondido. The Application applies to 66 of the 167 spaces; and

WHEREAS, this is the eighteenth rent increase Application filed by the Park since the Ordinance became effective in 1988. The last short-form rent increase for 2.802%, or approximately \$14.92 per space, per month, was granted at a Rent Review Board Hearing held in October 2012, and formally adopted by Rent Review Board Resolution 2012-10, and

WHEREAS, at the time of the current Application, the average monthly space rent was \$594.50 for the 66 spaces subject to rent control. The Park owner requested an increase in the amount of 75% of the change in the Consumer Price Index ("CPI") for

the period of December 31, 2011 through June 30, 2013, in accordance with the Rent Review Board short-form policy guidelines. The Application estimated this amount to be an average of \$9.83 (1.654%) per space, per month; and

WHEREAS, a notice of the Park's Application was sent to all affected homeowners. All parties were given notice of the time, date, and place of the rent hearing before the Board; and

WHEREAS, on December 19, 2013, a Mobilehome Park Rent Review Code Enforcement Inspection Report ("Inspection Report") was completed and it noted Health and Safety Code violations in the Park; and

WHEREAS, on January 15, 2014, the Board held its public hearing. After an initial staff presentation, the Board invited testimony from Park ownership, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was continued until February 12, 2014; and

WHEREAS, on February 12, 2014, the Board held its public hearing. After an initial staff presentation, the Board invited testimony from Park ownership, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members and clarifying questions to the parties and Staff, the Board voted to grant an average increase of \$9.83 per space, per month, for the 66 spaces, which are subject to rent control, upon receipt and staff approval of written schedule to repair the roads throughout the Park.

control, upon receipt and staff approval of written schedule to repair the roads throughout the Park.

NOW, THEREFORE, BE IT RESOLVED by the Rent Review Board of the City of Escondido, as follows:

1. That the above recitations are true.
2. That the Board has heard and considered all of the reports and testimony presented, and has considered the facts as outlined in the Short-Form Guidelines ("Guidelines").
3. That following the Guidelines, an increase based on 75% of the change in the Consumer Price Index (CPI) for San Diego County from December 31, 2011 through June 30, 2013, amounts to 1.654%, which averages \$9.83 per space, per month, for the 66 spaces that are subject to rent control.
4. That the Board concluded that an increase of \$9.83 per space, per month, is consistent with the Guidelines, and is fair, just, and a reasonable increase in light of the information presented by all parties.
5. That the increase may not be implemented until after the health and safety code violations noted in the Inspection Report have been corrected, signed off, and are in compliance with the various state and local code sections as noted in the Inspection.
6. That the Increase may be implemented upon the expiration of the required 90-day notice to the residents, which may be issued upon receipt and staff confirmation of written schedule to repair the roads throughout the Park.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 21

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Appeal of a Land Use Determination, ADM13-0168

STAFF RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-24 denying the appeal and upholding the Land Use Determination made by the Planning Commission and the Director of Community Development.

PLANNING COMMISSION RECOMMENDATION:

Denial of the Appeal 4-1-0 (Johns voted No and Watson Absent)

PROJECT DESCRIPTION:

An appeal of a Land Use Determination made by the Planning Commission and the Director of Community Development that a proposed 99 Cents Only Store at the Civic Centre Plaza (Centre City Urban District of the Downtown Specific Plan) is a "retail use with across the board maximum pricing or 'everything under' pricing and surplus goods," and is not allowed anywhere in the Downtown Specific Plan area. The project site is located on the west side of North Escondido Blvd, addressed as 355-455 N. Escondido Blvd (APN 229-332-32).

FISCAL ANALYSIS:

None

ENVIRONMENTAL REVIEW:

In accordance with CEQA 21065, "Project," the Land Use Determination is not subject to CEQA review.

GENERAL PLAN/ZONING:

The General Plan designation is Downtown SPA #9 (Specific Plan Area 9). The property is zoned Specific Plan (SP) and is within the Downtown Specific Plan, which establishes development standards and guidelines for the seven (7) districts within the SPA. The proposed 99 Cents Only Store would be located in the Civic Centre Plaza, within the Centre City Urban District.

BACKGROUND:

On November 4, 2013, a Land Use Determination was made by the Director of Community Development (Attachment A in the Planning Commission Staff Report) to not allow a proposed 99 Cents Only Store at the Civic Centre Plaza (Centre City Urban District, of the Downtown Specific Plan). Based on information provided by the applicant and an inspection of the floor area and display of merchandise within a similar facility operating within the City, the Director categorized the store as a "retail use with across the board maximum pricing or 'everything under' pricing and surplus goods", which is not a permitted use within the Downtown Specific Plan area. An appeal to Planning Commission was filed on November 14, 2013, in accordance with the Downtown Specific Plan Design Policies, Standards and Guidelines, Section III. C. (3).

On November 14 and October 17, 2013, City staff received letters (Attachment B in the Planning Commission Staff Report) from the applicant, as well as supplemental information, which included photos of the retail merchandise and a 137-page price index listing over 9,700 items (Attachment C in the Planning Commission Staff Report) that are sold at the store.

APPLICANTS PERSPECTIVE:

The applicant is requesting that the Land Use Determination made by the Planning Commission and the Director of Community Development be overturned and that the 99 Cents Only Store be allowed within the Downtown Specific Plan. The applicant indicated at the Planning Commission meeting that the marketing approach for 99 Cents Only Stores has been very successful in other cities and compared the stores to Ross, Marshalls and TJ Max stores. He also noted that the store's price structure which carries a variety of merchandise ranging in price from \$.29 to \$3.99, with some items up to \$75.00, does not fall strictly under the prohibition as written in the Downtown Specific Plan. The applicant felt there is a distinction between branding and price points. He indicated that the proposed store would support the downtown vision to embrace an economically vibrant downtown by bringing in a mix of uses to attract more retail shoppers to the existing commercial center.

PLANNING COMMISSION RECOMMENDATION AND SUMMARY:

On January 14, 2014, the Planning Commission concurred with staff's recommendation to deny the appeal to allow a 99 Cents Only Store within the Downtown Specific Plan area (4-1-0 Johns voted No and Watson Absent). The majority of the Commissioners agreed with staff that the business model provided by the 99 Cents Only Store did not fit the intent and strategic goals of the Downtown Specific Plan. However, Commissioner Johns agreed with the applicant that regulating retail uses based on pricing could potential cause problems and that he would be in support of reviewing the Downtown Specific Plan prohibited uses. Chairman Weber indicated that he concurred with the Director's determination based on the language of the Specific Plan, but that he felt that it may be appropriate to allow such stores of a certain size, and that Council should consider possibly amending the list of permitted and prohibited uses.

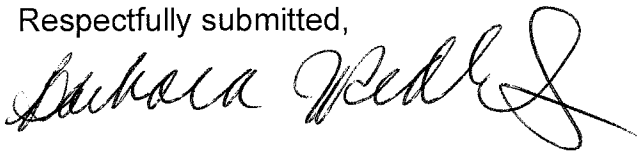
DISCUSSION:

The vision and intent of the Center City Urban District is to provide opportunities for a creative, high quality mix of entertainment, retail, restaurant, and upscale residential uses that support other destination type business and activities of regional interest such as the California Center for the Arts

and conference center, while ensuring the overall goal of the Downtown Specific Plan, which is providing an economically viable balance of land uses. The land use matrix implements this vision by establishing the uses that are permitted by right, conditionally allowable, or specifically prohibited. Retail uses with across the board maximum pricing or "everything under" pricing and surplus goods" are not allowed anywhere in the Downtown Specific Plan area. Staff evaluated the pricing index of the products for sale, and considered the floor area and retail display of merchandise at a similar facility, all of which demonstrated a preponderance of merchandise under a maximum price. Therefore staff concluded, and the Planning Commission concurred, that the proposed use was not allowed in this location.

Even though staff recognizes that the 99 Cents Only Store is a national chain which caters to a wide variety of shoppers, staff feels that the 99 Cents Only store would not further the goals of the Downtown Specific Plan in that the store would not advance the development of the downtown area as a regional destination for specialty shopping, dining, nightlife, employment, culture or art. Opportunities exist in commercial zones elsewhere in the City for retail uses with across the board maximum pricing. Therefore, Staff recommends upholding the Planning Commission and Director's determination and denying the appeal.

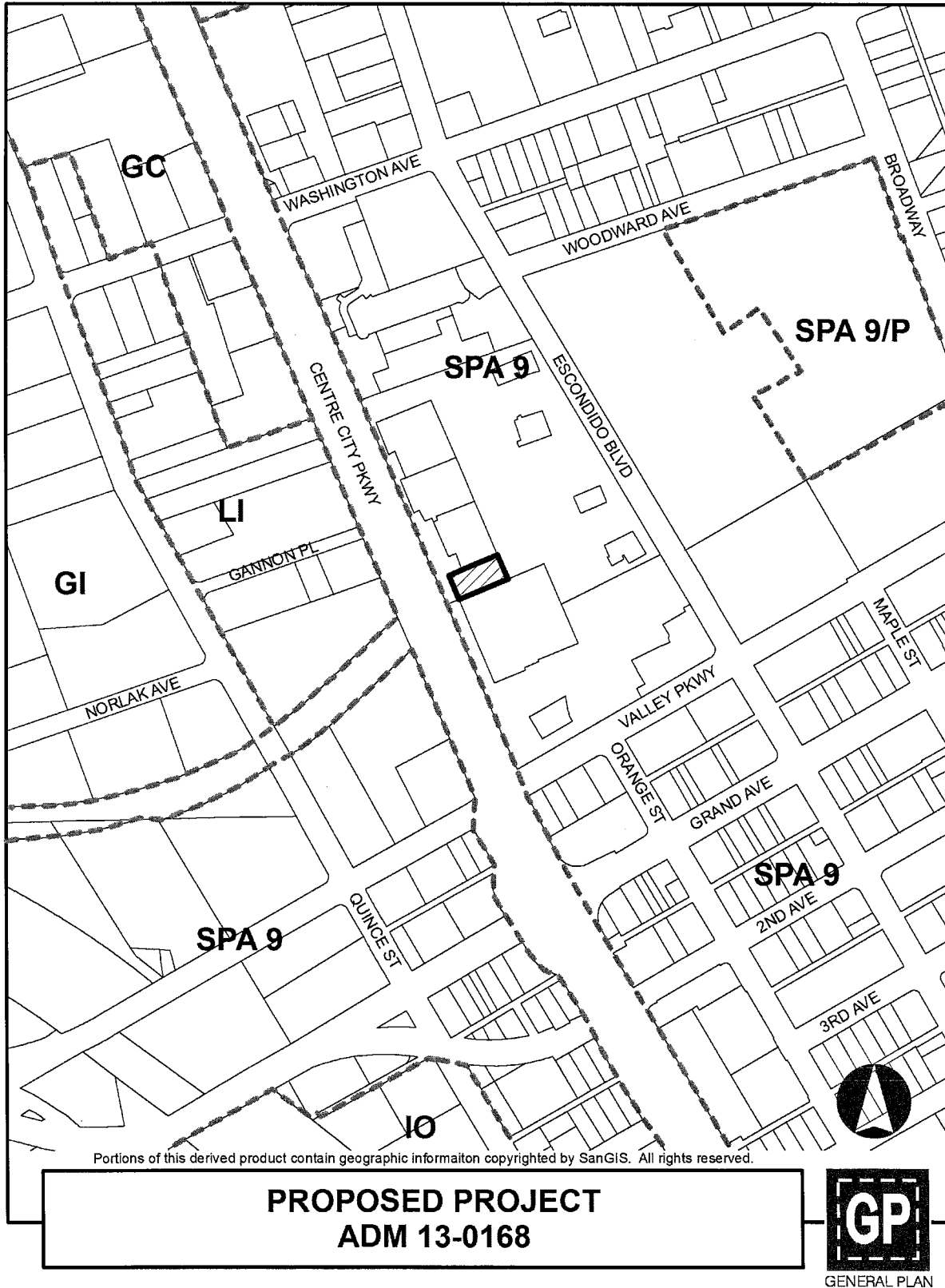
Respectfully submitted,

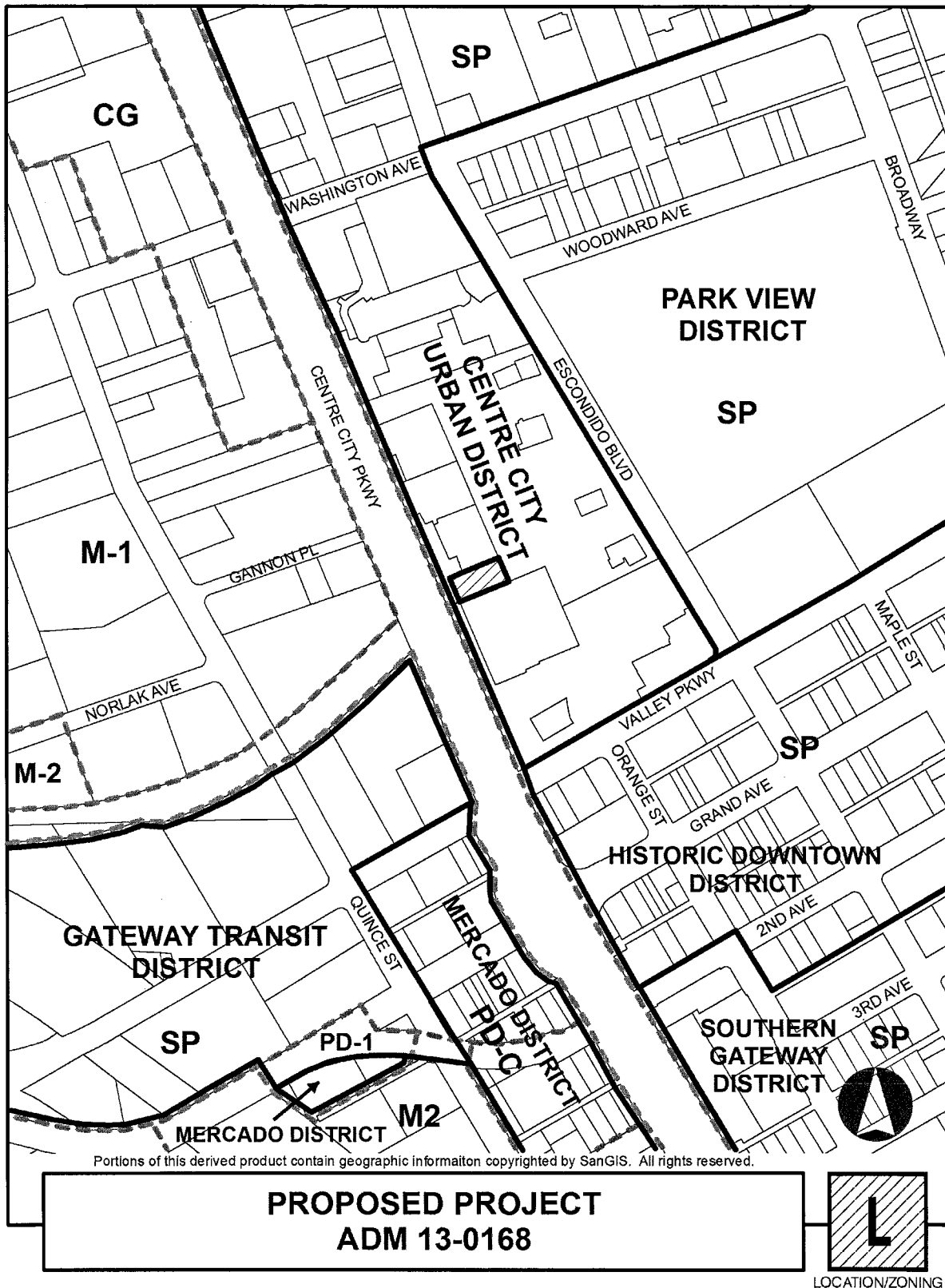


Barbara J. Redlitz
Director of Community Development

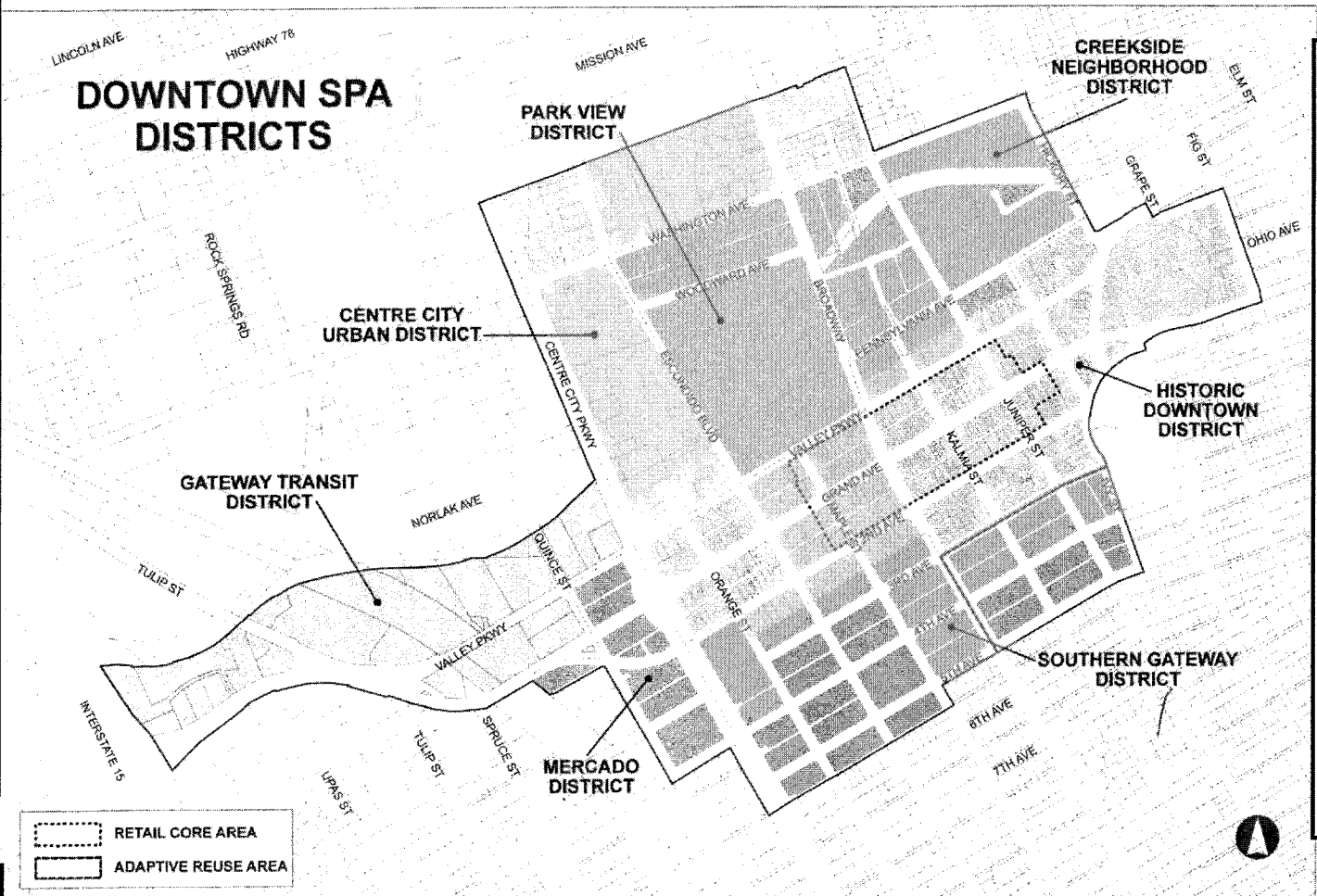


Darren Parker
Assistant Planner II





DOWNTOWN SPECIFIC PLAN AREA
ADM 13-0168-Appeal
EXHIBIT "B"



PROPOSED PROJECT
ADM 13-0168

Downtown Specific Plan

VISION STATEMENT & GOALS

B. THIS DOCUMENT'S PURPOSE

The Downtown Specific Plan document provides a comprehensive plan for land use, development regulations, development incentives, design guidelines, pedestrian and mobility improvements, and other related actions aimed at implementing the strategic goals for Downtown Escondido as set forth in the General Plan Goals and Policies. As downtown transitions to a more urban environment involving taller structures, and buildings constructed along the street edge, focused efforts are required to ensure that the unique character is maintained and strengthened. The Vision, Goals, Principles and Guidelines promote a balance of uses, sensitive design techniques, and enhanced pedestrian opportunities.

C. DOWNTOWN SPECIFIC PLAN STRATEGIC GOALS

1. An economically viable Downtown with an appropriate mix of retail, office, residential, entertainment and cultural uses.
2. A local and regional destination for specialty shopping, dining, nightlife, employment, culture, and the arts.
3. A vibrant and exciting environment with land uses that foster an "18-hour" atmosphere, in addition to areas that provide mixed use, office employment and high-density residential opportunities.
4. Development and signage that strengthen the character of Downtown and are architecturally compatible with the existing urban fabric.
5. Street-level and human-scale design elements in new and remodeled developments that improve pedestrian orientation.
6. Preserved historically significant sites and structures that enhance the character of Downtown.
7. Pedestrian-oriented, ground-floor, specialty retail and restaurant uses on Grand Avenue that reinforce and expand its unique character.
8. Higher residential densities in key locations that support Downtown non-residential uses.
9. A pedestrian environment that provides connections, convenient access and opportunities for alternative modes of transportation.



Downtown Specific Plan

VISION STATEMENT & GOALS

10. Embellished landscaping, public art, comfortable street furniture and décor that improves walkability and pedestrian connections.
11. Maximized parking opportunities.

D. SPECIFIC PLANNING AREA LOCATION AND BOUNDARIES

The Downtown Specific Plan Area (SPA) includes the City's central urban core and encompasses approximately 500 acres extending from I-15 and West Valley Parkway to areas east of Palomar Health Downtown Campus, north of Washington Avenue and south of Fifth Avenue (Figure I-1).

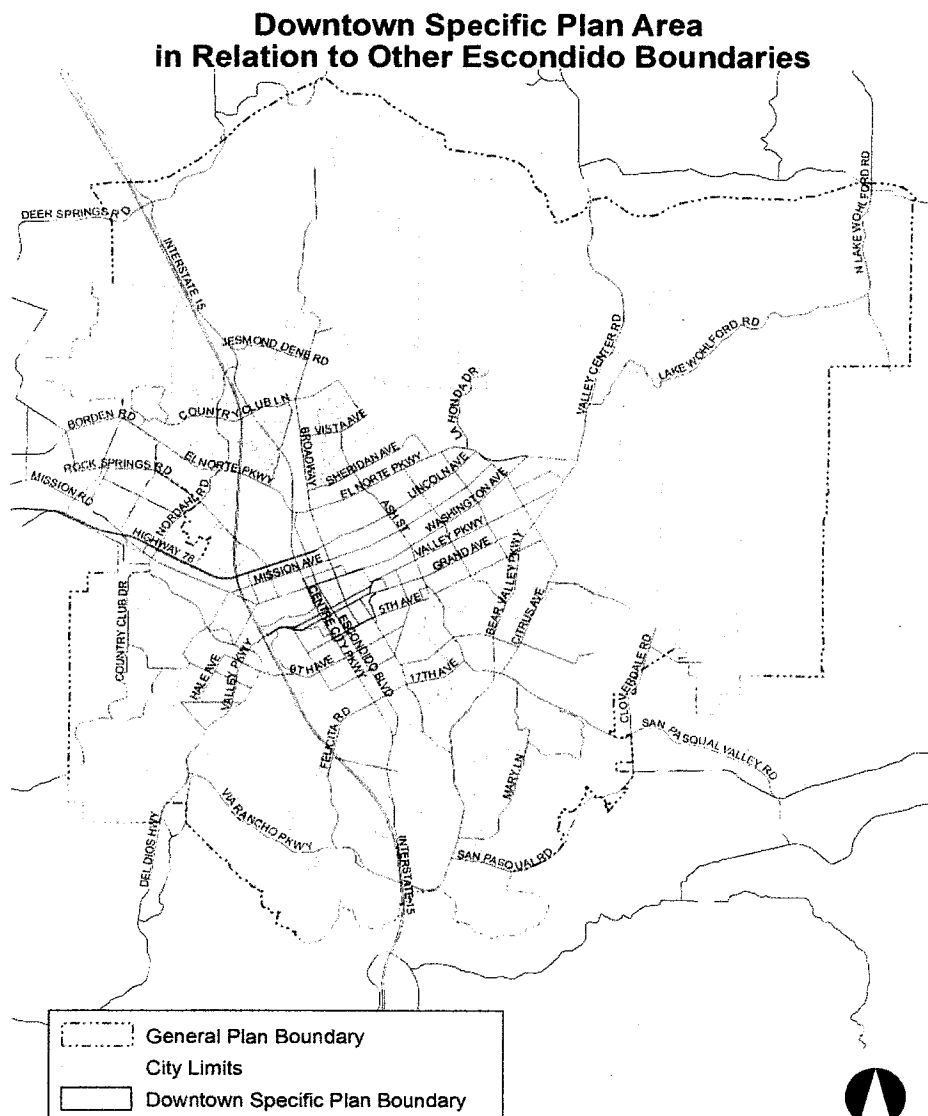


FIGURE I-1



1140 South Coast Highway 101
Encinitas, CA 92024

Tel 760-942-8505
Fax 760-942-8515
www.coastlawgroup.com

January 24, 2014

Diane Halverson
City Clerk
City of Escondido City Clerk's Office
201 North Broadway
Escondido, CA 92025

Via Hand Delivery

Re: Appeal of Planning Commission Action - Case File No. ADM 13-0168
99¢ Only Stores in Escondido Downtown Specific Plan Area

Dear Ms. Halverson:

Coast Law Group, LLP represents MCS Civic Center Plaza LLC, a leading private real estate investment firm which owns the Civic Center Plaza in Escondido. Our client desires to replace one of its Civic Center Plaza tenants with a more lucrative and higher-performing tenant: 99¢ Only Stores. Unfortunately, the Planning Commission voted to deny this use in the Downtown Specific Plan Area via Resolution No. 5997 on January 14, 2014.

The Findings of Fact in Exhibit "A" to the Resolution primarily articulate concerns which are not set forth in the Downtown Specific Plan, but are rather based in speculation and opinion.

As Paragraph 6 of the Commission's Findings indicates, "94% of the items provided in the applicant's 137-page price index are sold for 99 cents or less." 99¢ Only Stores thus do not fall strictly under the prohibition as written in the Downtown Specific Plan.

In prior communications to City Staff and in preparation for the Planning Commission hearing, we illustrated that 99¢ Only Stores' price structures are not subject to the restriction set in the Specific Plan, which prohibits "retail uses with across the board maximum pricing or 'everything under' pricing and surplus goods." (Escondido Downtown Specific Plan, August 7, 2013, p. II-3, Figure II-2). These include recent photos of actual products on the floor of 99¢ Only stores, priced both above and below 99 cents, ranging from \$.29 to \$3.99. (See Exhibit A, October 18, 2013 Request for Reconsideration letter to Barbara Redlitz), and varied prices also reflected in the 99¢ Only price index, which goes up to \$75.00. (See Exhibit B, October 18, 2013 Request for Reconsideration letter to Barbara Redlitz).

The majority of the Planning Commission's findings, are not only unsupported by evidence in the record, but also reflect a misunderstanding regarding both the existing economic reality, the difference between branding and price points, and the quality of 99 Cents Only Stores. In making its determination, the Planning Commission neglected to acknowledge community contributions of 99 Cents Only Stores in successful cities including, but not limited to:

- ▶ Santa Barbara
- ▶ San Diego
- ▶ Santa Monica
- ▶ Huntington Beach

- ▶ Redondo Beach
- ▶ Foothill Ranch
- ▶ Orange
- ▶ Scottsdale
- ▶ Hollywood
- ▶ Pasadena
- ▶ Arcadia
- ▶ San Clemente
- ▶ Lake Forest
- ▶ Costa Mesa
- ▶ Oceanside
- ▶ Encinitas
- ▶ Palm Desert
- ▶ La Quinta
- ▶ Woodland Hills
- ▶ Simi Valley
- ▶ Berkeley
- ▶ Las Vegas

The cleanliness, product variety, and store branding is consistent across outlets, as is 99¢ Only Stores' co-location with diverse and high-quality neighboring businesses such as restaurants, fitness centers, offices, boutiques vendors, and many other high-traffic storefronts frequented by all manner of residents. It is difficult to understand why the City of Escondido would believe a 99¢ Only Store would detract from its downtown when other area cities clearly have not experienced such problems.

Further, the variety of products sold at 99¢ Only Stores offer consumers such healthful food options and home staples as fresh produce, milk, bread, eggs, and canned soups and beans, as well as popular healthy snack items such as dried seaweed snacks, crackers, fruit juices, coconut water and other hydration options. 99¢ Only Stores provide traditional name brand home necessities such as infant clothing and bathing supplies, dish soap, toiletries, pet supplies, personal hygiene and paper products, over the counter medications, office supply products, batteries, and gift items sold at competitive prices. The large selection of products, only a few categories of which are outlined here, provide area residents and visitors familiar with 99¢ Only Stores' brand a reliable local shopping resource which is also flexible enough to offer seasonal fruits and vegetables and emerging product trends.

99¢ Only Stores not only do not strictly fall under the Specific Plan restriction, they have not been shown to create nor exacerbate blight conditions in the many areas where the Stores currently exist, which is the purpose of the Specific Plan's restriction. It appears the 99¢ Only Stores have been inadvertently caught in a prohibition meant to restrict the location of used, discount stores in the Retail Core Area.

Because the Planning Commission's Findings of Fact are based on hyperbole, and not on facts relating to the consistency of 99¢ Only Stores, the stores' impacts to surrounding communities, nor quality of its regular customers, we respectfully request that the Council reconsider and overturn this decision.

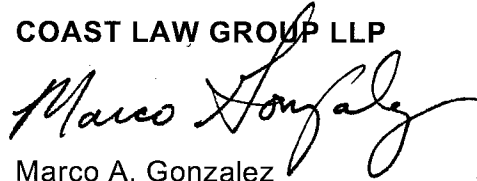
A discussion of the spirit and intent of the Downtown Specific Plan is therefore

necessary, specifically in the context of this store.

Should you have any questions, please contact my office directly.

Sincerely,

COAST LAW GROUP LLP

A handwritten signature in black ink, reading "Marco Gonzalez", written in a cursive style.

Marco A. Gonzalez
Attorneys for MC Strauss Company



1140 South Coast Highway 101
Encinitas, CA 92024

Tel 760-942-8505
Fax 760-942-8515
www.coastlawgroup.com

January 24, 2014

Via Hand Delivery

Re: ATTACHMENT: DESCRIPTION OF DECISION BEING APPEALED
Appeal of Planning Commission Decision

Coast Law Group, LLP represents MCS Civic Center Plaza, LLC, which owns the Civic Center Plaza in Escondido. Our client desires to replace one of its Civic Center Plaza tenants with a more lucrative and higher-performing tenant: 99 Cents Only. Unfortunately, City staff has determined this retail use is prohibited downtown, a determination upheld by the Planning Commission. MCS Civic Center Plaza, LLC hereby appeals the Planning Commission's decision.

1. By the Plain Reading of the Specific Plan, 99 Cents Only Is Not Prohibited

In all downtown districts, the Specific Plan prohibits "retail uses with across the board maximum pricing or 'everything under' pricing and surplus goods." (Escondido Downtown Specific Plan, August 7, 2013, p. II-3, Figure II-2). 99 Cents Only is not a retail establishment with "across the board maximum pricing or 'everything under' pricing and surplus goods." Recent photos of actual products on the floor of 99 Cents Only stores reflect goods priced *both* above and below 99 cents, ranging from \$.29 to \$3.99. (See Exhibit A). Such varied prices are also reflected in the 99 Cents Only price index, which goes up to \$75.00.¹ (See Exhibit B).

As evidenced by the attached exhibits, 99 Cents Only stores provide a wide variety of merchandise offered at different price levels. By the plain, unambiguous reading of the language of the Specific Plan, the prohibition does not apply to 99 Cents Only stores. (*DiCampi-Mintz v. County of Santa Clara*, (2012) 55 Cal. 4th 983, 992 ["In construing any statute, we first look to its language. 'Words used in a statute ... should be given the meaning they bear in ordinary use. [Citations.] If the language is clear and unambiguous there is no need for construction, nor is it necessary to resort to indicia of the intent of the Legislature' [Citation.] "; see also, *Western States Petroleum Assn. v. Board of Equalization*, (2013) 57 Cal. 4th 401, 416 ["...the proper interpretation of a statute is ultimately the court's responsibility."]).

2. The City's Goals Are Furthered By Locating A 99 Cents Only Store Downtown

Further, consistent with the General Plan Guiding Principles, a 99 Cents Only store within the Downtown Specific Plan area would help achieve the downtown vision to embrace a dynamic and economically vital city center by bringing in more retail shoppers than the current use, thereby activating the downtown area. The current tenant in the location proposed for a 99 Cents Only store is Old Navy, which has been a tenant in the Civic Center Plaza since late 2007. This store has produced a maximum sales volume of \$2.9 million. In contrast, the average 99 Cents Only annual sales per store is \$5 million, and a store within Civic Center

¹ Because Exhibit B includes numerous pages, an excerpt of Exhibit B is provided herewith. A full exhibit was submitted to the Planning Department Director.

Plaza is projected to produce well above average results. This would clearly result in much higher sales tax revenue for the City. (See Staff Report for November 12, 2008 City Council meeting, Agenda Item 27, p. 5).

Moreover, Old Navy will be leaving at the end of January 2014. Old Navy will therefore leave its current location before a replacement tenant is found. The market for a vacant space measuring 17,170 square feet is not expansive. 99 Cents Only is not only interested in locating here, this business is confident it will succeed and thrive in this location.

A 99 Cents Only store in Civic Center Plaza would therefore achieve the stated goal of ensuring an economically viable balance of land uses is located downtown. (See Staff Report for November 12, 2008 City Council meeting, Agenda Item 27, p. 2).

3. 99 Cents Only Stores Is A National Chain Which Attracts High Volume of Customers, Creating a More Vibrant Downtown

In 2008, when the Specific Plan amendment prohibiting "retail uses with across the board maximum pricing or 'everything under' pricing and surplus goods" was first adopted, staff articulated two reasons for such a move: it "would create an environment more attractive to retail uses that generate higher sales tax revenues and promote a more vibrant downtown street scene." (See Staff Report for November 12, 2008 City Council meeting, Agenda Item 27, p. 5). As explained above, 99 Cents Only does generate a high sales tax revenue, at almost twice the rate of the current tenant (an allowed use), and is sure to increase traffic and by extension sales tax revenue at neighboring establishments. Moreover, 99 Cents Only is a national chain which caters to a wide variety of shoppers. By offering quality products to retail customers seeking value, 99 Cents Only will attract more visitors and residents to the Civic Center Plaza, and the downtown area.

We discuss these points at greater length in the letter and attachments submitted for Planning Commission consideration on January 7, 2014, attached hereto as Exhibit C.

4. Civic Center Plaza Meets the Goals of the Center City Urban District

The Downtown Specific Plan is divided into seven districts, each with a distinct focus. (Specific Plan, p. V-1). The Civic Center Plaza is within the Center City Urban District. The overarching goals of the General Plan and Specific Plan to achieve economic vitality in the city center are applicable to the entire downtown area. However, the districts achieve these goals in unique ways. Indeed, the Specific Plan encourages consideration of the more focused district goals in concert with the overarching Specific Plan policies. (*Id.*).

Within the Historic Downtown District, the Specific Plan pointedly refers to the "Retail Core Area," which is "distinguished from the surrounding city fabric by pedestrian-scaled street spaces, historic character, specialty retail, restaurants, sidewalk cafes, antique shops, art galleries/studios, and professional uses that mirror Escondido's past and provide for its growing future." (Specific Plan, p. V-3). Within the Center City Urban District, in contrast, the vision is to provide opportunities for "a creative, high-quality mix of entertainment, retail, restaurant, and upscale residential uses that complement and link to other downtown districts and the Civic Center complex." (*Id.* at p. V-12). The vision for these two distinct districts is complimentary, but

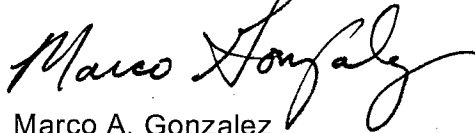
decidedly different. While the Retail Core Area envisions a pedestrian-scaled street space with specialty retail, the Center City Urban District's focus is on a creative, high-quality *mix*.

Shopping centers by their very nature are distinguishable from the typical street-front stores City staff had in mind when crafting the prohibition on "everything under" stores. Moreover, in a large shopping center such as Civic Center Plaza, the presence of a 99 Cents Only store achieves the stated goals for the Center City Urban District. 99 Cents Only offers quality goods to retail shoppers looking for value, serving a unique role that enhances the diversity of retail establishments. This provides customers with options, just as envisioned in the planning document.

Coast Law Group will submit more detailed comments in anticipation of the City Council hearing on this matter. Should you have any questions, please contact my office directly.

Sincerely,

COAST LAW GROUP LLP

A handwritten signature in black ink, appearing to read "Marco Gonzalez", written in a cursive style.

Marco A. Gonzalez
Attorneys for MCS Civic Center Plaza LLC

Encl.

PLANNING COMMISSION

Agenda Item No.: G.1

Date: January 14, 2014

CASE NUMBER: ADM13-0168-Appeal

APPLICANT: MCS, Civic Center Plaza, LLC

LOCATION: On the northwest corner of West Valley Parkway and North Escondido Blvd, addressed as 355-455 N. Escondido Blvd (APN 229-332-32).

TYPE OF PROJECT: Appeal of a Land Use Determination made by the Director of Community Development.

PROJECT DESCRIPTION: An appeal request of a Land Use Determination made by the Director of Community Development that a proposed 99 Cents Only Store at the Civic Centre Plaza (Centre City Urban District of the Downtown Specific Plan) is a "retail use with across the board maximum pricing or 'everything under' pricing and surplus goods", and is not allowed anywhere within the Downtown Specific Plan area.

STAFF RECOMMENDATION: Denial of the appeal

GENERAL PLAN DESIGNATION: SPA #9 (Downtown Specific Plan)

ZONING: SP zone (Centre City Urban District of the Downtown Specific Plan)

BACKGROUND/SUMMARY OF ISSUES: On November 4, 2013 a Land Use Determination was made by the Director of Community Development (Attachment A) to not allow a proposed 99 Cents Only Store at the Civic Centre Plaza (Centre City Urban District, of the Downtown Specific Plan). That decision is final unless a written appeal to the Planning Commission and fee are filed in accordance with the Downtown Specific Plan Design Policies, Standards and Guidelines (Section III. C). The Planning Commission, by a majority vote, may approve, modify or disapprove the Land Use Determination made by the Director of Community Development. An appeal was filed on November 14, 2013, in accordance with the Downtown Specific Plan Design Policies, Standards and Guidelines, Section III. C. (3).

On November 14 and October 17, 2013 City staff received letters (Attachment B) transmitted by email from the applicant requesting an appeal of a Land Use Determination made by the Director of Community Development. The applicant is appealing the determination that a 99 Cents Only Store at the Civic Center Plaza, within the existing Old Navy building is not a permitted or conditionally permitted use pursuant to the Downtown Specific Plan. In addition to the written letters submitted to staff, supplemental information was submitted, which included photos of the retail merchandise and 137-page price index listing over 9,700 items (Attachment C) that are sold at the store.

The applicant is requesting that the Land Use Determination made by the Director of Community Development be overturned and that the 99 Cents Only Store be allowed within the Downtown Specific Plan.

Staff feels that the issue is as follows:

1. Whether or not the land use determination made by the Director of Community Development was in accordance with the Downtown Specific Plan that prohibits "retail uses with across the board maximum pricing or 'everything under' pricing and surplus goods" (pg. II-3, Figure II-2).

REASON FOR STAFF RECOMMENDATION:

1. Based on the review of the applicants letters, the supplemental information and a site inspection of the existing 99 Cents Only store on East Valley Parkway staff feels that the stores business model is one that operates a maximum pricing strategy across the board.
2. The Determination made by the Director of Community Development to not allow the proposed land use is consistent with the Downtown Specific Plan that prohibits "retail uses with across the board maximum pricing or 'everything under' pricing and surplus goods".

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Darren Parker", with a long horizontal line extending to the right.

Darren Parker
Assistant Planner II

Planning Commission
Hearing Date: January 14, 2014
Effective Date: January 25, 2014

RESOLUTION NO. 5997

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, UPHOLDING A LAND USE DETERMINATION MADE BY THE DIRECTOR OF COMMUNITY DEVELOPMENT TO NOT ALLOW A 99 CENTS ONLY STORE AT THE CIVIC CENTRE PLAZA, IN THE CENTRE CITY URBAN DISTRICT OF THE DOWNTOWN SPECIFIC PLAN

APPLICANT: MCS, Civic Center Plaza, LLC

CASE NO: ADM 13-0168

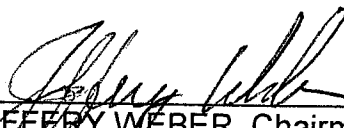
WHEREAS, the Planning Commission of the City of Escondido did, on January 14, 2014, hold a public hearing to consider an appeal of a determination of the Director of Community Development and that a 99 Cents Only Store be permitted within the Center City Urban District of the Downtown Specific Plan, in a location addressed as 355-445 North Escondido Blvd (APN 229-332-32), more particularly shown in Exhibit "B."

WHEREAS, the following determinations were made:

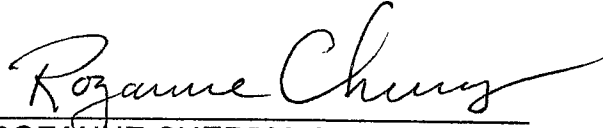
1. That a notice was published and mailed as required by the Escondido Zoning Code and applicable State law.
2. That the application was assessed in conformance with the California Environmental Quality Act and that the land use determination is not subject to CEQA Review, in accordance with CEQA 21065 "Project".
3. That a staff report was presented discussing the issues in the matter.

PASSED, ADOPTED AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 14th day of January, 2014, by the following vote, to wit:

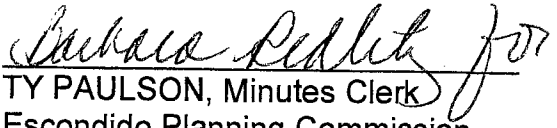
AYES: COMMISSIONERS: McQuead, Spann, Weber and Winton.
NOES: COMMISSIONERS: Johns.
ABSTAINED: COMMISSIONERS: None.
ABSENT: COMMISSIONERS: Watson.


JEFFERY WEBER, Chairman
Escondido Planning Commission

ATTEST:


ROZANNE CHERRY, Acting Secretary
of the Escondido Planning Commission

I hereby certify that the foregoing Resolution was passed at the time and by the vote above stated.


TY PAULSON, Minutes Clerk
Escondido Planning Commission

Decision may be appealed to City Council
Pursuant to Zoning Code Section 33-1303

EXHIBIT "A"
FINDINGS OF FACT
ADM 13-0168 – Appeal

1. The proposed 99 Cents Only Store would not further the strategic goals of the Downtown Specific Plan in that the store would not advance the development of the downtown area as a regional destination for specialty shopping, dining, nightlife, employment, culture or the arts.
2. The 99 Cents Only Store would not strengthen the character of the downtown area or support other destination type businesses and activities of regional interest such as the California Center for the Arts Escondido and conference center and future hotel.
3. In 2008, the City Council amended the Downtown Specific Plan to refine Figure II-2, the matrix of permitted and conditional uses, and added the prohibition on retail uses with across the board maximum pricing or "everything under" pricing and surplus goods. When the Downtown Specific Plan was comprehensively updated in September of 2013, the City Council determined that the prohibition was still appropriate and it was retained.
4. The 99 Cent Only Store is not appropriate for this location in that it would not contribute to the vision for the Centre City Urban District as an area of creative, high-quality mix of entertainment, retail, restaurant and upscale residential uses that complement the nearby California Center for the Arts Escondido, and the civic center complex and other significant public improvements made by the city in the downtown area.
5. This type of retail use is permitted in other areas of the city in the CG (General Commercial) zone.
6. 94% of the items provided in the applicant's 137-page price index are sold for 99 cents or less.
7. The 99 Cents Only Store would discourage high caliber tenants to consider moving into the vacant restaurant building and other vacant tenant spaces in the commercial center.
8. Denying the request for an Appeal of a Land Use Determination made by the Director of Community Development would be consistent with the overall intent of the Center City Urban District which prohibits "retail uses with across the board maximum pricing or "everything under" pricing and surplus goods", and is not a permitted or conditionally permitted use pursuant to the Downtown Specific Plan.

DOWNTOWN SPECIFIC PLAN AREA **ADM 13-0168-Appeal** **EXHIBIT "B"**

PROPOSED PROJECT **ADM 13-0168**

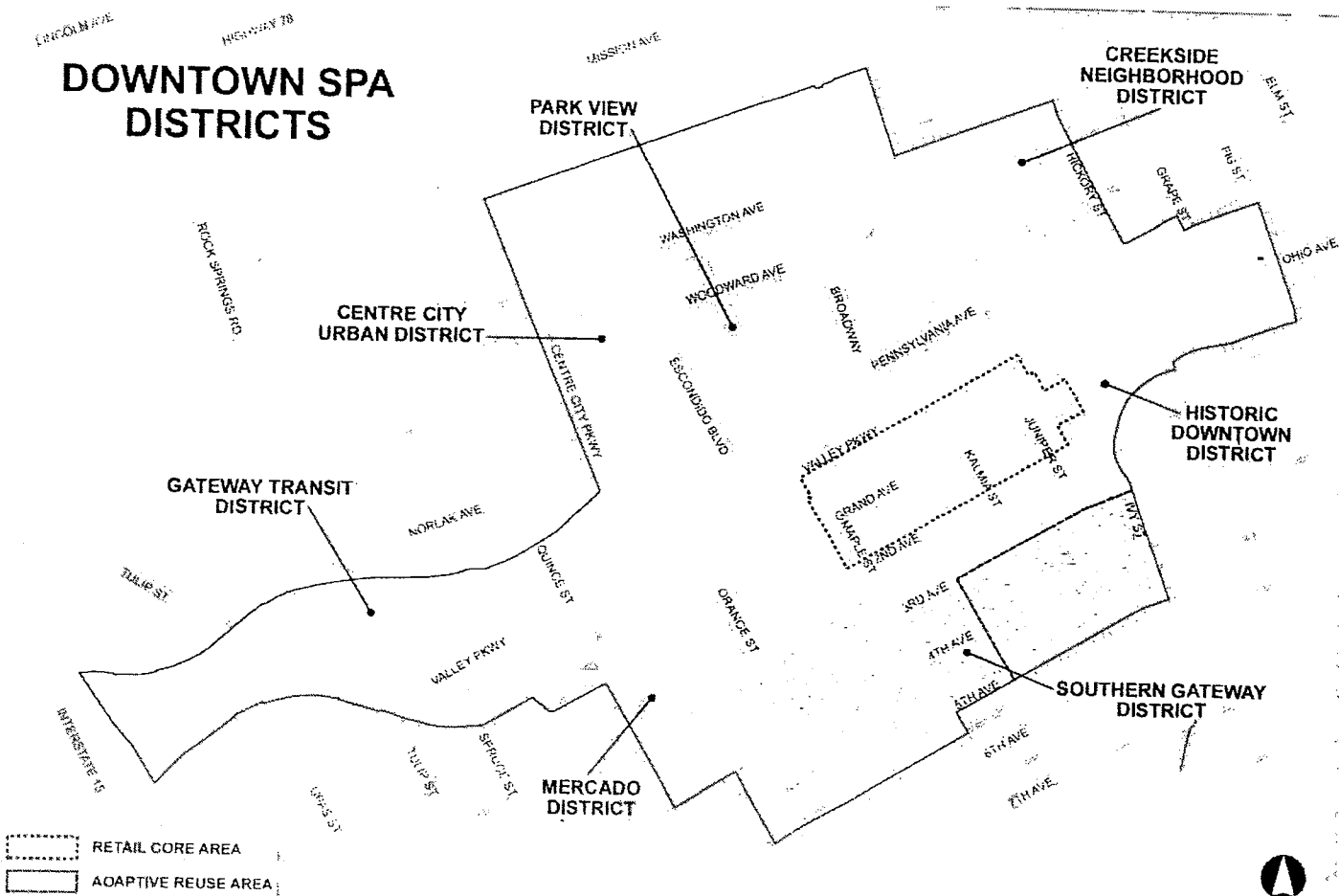
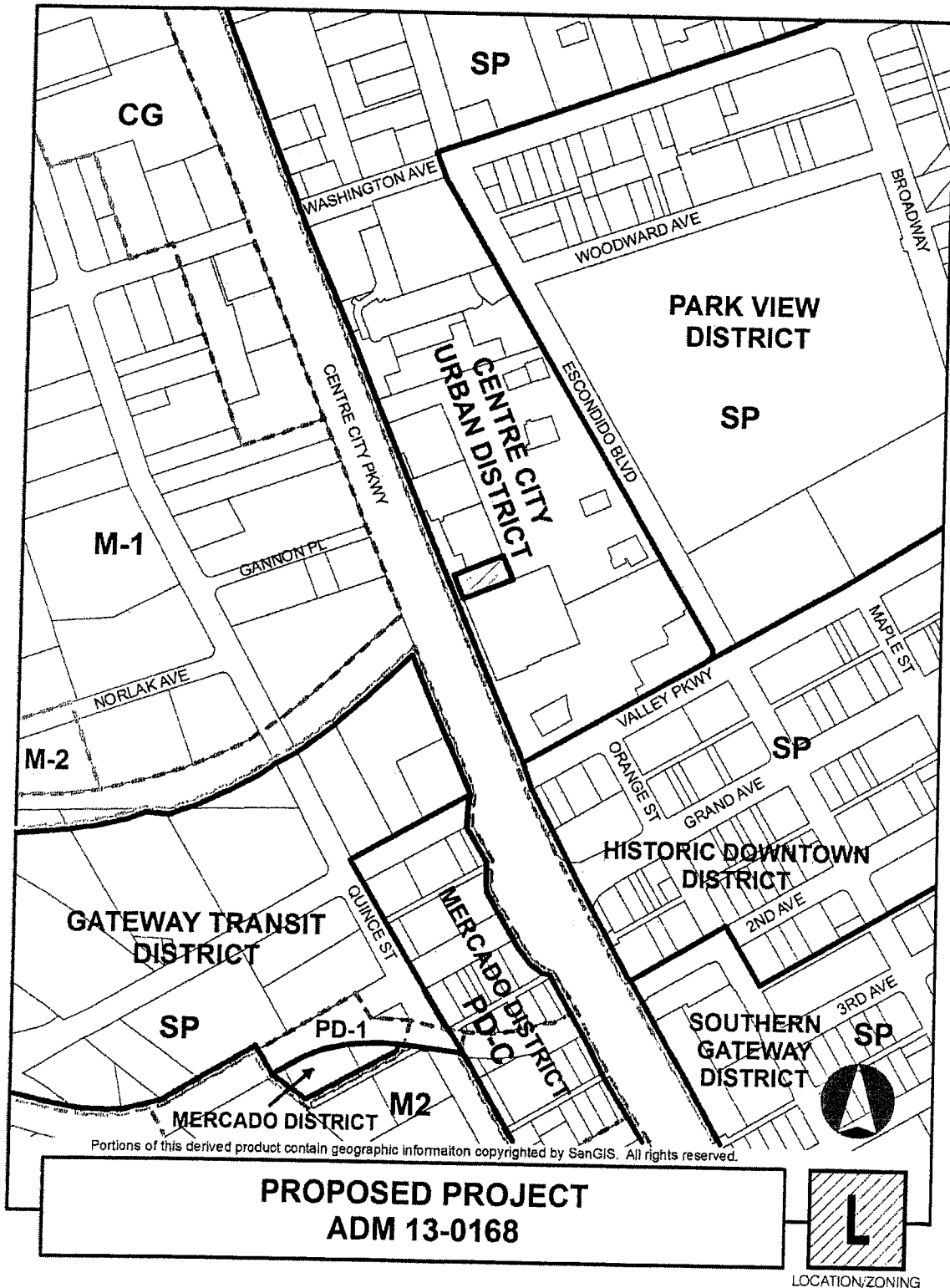


EXHIBIT "B"
LOCATION MAP
ADM 13-0168 – Appeal



ANALYSIS

A. LOCATION

The proposed site is located in the tenant space previously occupied by the Old Navy Store within the Plaza Civic Center commercial center in the Downtown Specific Plan area and the Centre City Urban District. The site has frontage and access from both North Escondido Blvd and West Valley Parkway. There are four driveways off of N. Escondido Blvd and two driveways off of West Valley Parkway. The site is entirely developed.

B. LAND USE COMPATIBILITY/SURROUNDING ZONING

NORTH – SP zone (Centre City Urban District of the Downtown Specific Plan) – directly to the north of the subject site is a multi-story apartment complex.

SOUTH – SP zone (Historic Downtown District of the Downtown Specific Plan) - directly to the south of the subject site is a movie theater and across W. Valley Parkway are two parking lots with existing bank buildings.

EAST - SP zone (Parkview District of the Downtown Specific Plan) – The Escondido Performance Arts Center is directly east of the subject site across N. Escondido Blvd.

WEST - M-1 zone (Light Industrial) – To the west of the subject site across Center City Parkway are several industrial buildings and the city's fire station 1.

C. ENVIRONMENTAL STATUS- In accordance with CEQA 21065. "Project" the land use determination is not subject to CEQA review.

D. CONFORMANCE WITH CITY POLICY

General Plan The General Plan land-use designation on the site is Specific Planning Area #9, which allows a variety of commercial, retail, office, service and mixed uses, depending on the underlying district. The site is located within the Center City Urban District, which permits high-quality mix of entertainment, retail, restaurant, and upscale residential use that complement and link to other downtown districts and the Civic Center complex.

Whether or not the Land Use Determination made by the Director of Community Development is in conformance with the Downtown Specific Plan Area.

The Downtown Specific Plan list of permitted uses specifically prohibits "retail uses with across the board maximum pricing or 'everything under' pricing and surplus goods" (pg. II-3, Figure II-2). Staff has reviewed the applicants supplemental information, the price index of merchandise being sold and conducted a site visit of the East Valley Parkway 99 Cents Only Store location to assess the price of and the floor area devoted to merchandise displayed for sale. Based on the list of items for sale that shows that approximately 94% of the items are listed as 99 cents or less and the visit to the East Valley Parkway location, staff feels that the

proposed use demonstrates a business model that represents and operates a maximum pricing strategy, which is not allowed anywhere within the Downtown Specific Plan area.

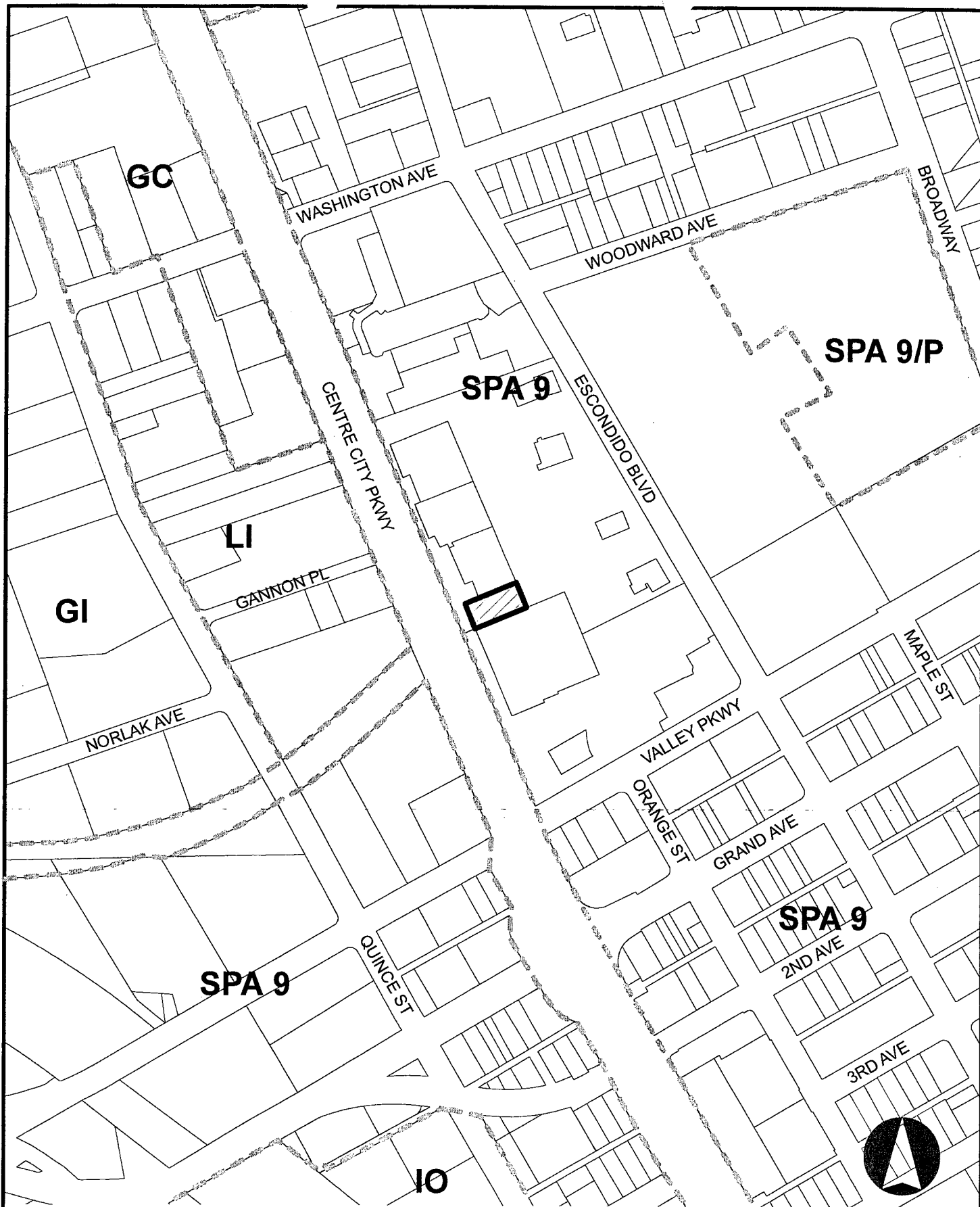
The vision and intent of the Center City Urban District is to provide opportunities for a creative, high quality mix of entertainment, retail, restaurant, and upscale residential uses that complement and link to other downtown districts and the Civic Center complex, while ensuring the overall goal of the Downtown Specific Plan, which is providing an economically viable balance of land uses. Even though staff recognizes that the 99 Cents Only Store is a national chain which caters to a wide variety of shoppers, staff feels that the store's business model does not meet the intent of the Center City Urban District since retail uses with across the board maximum pricing or "everything under" pricing and surplus goods is not permitted or conditionally permitted use pursuant to the Downtown Specific Plan.

The applicant feels that the proposed 99 Cents Only Store, which is a national chain, is not a retail use with across the board pricing, nor does it utilize "everything under" pricing since the store provides a wide variety of merchandise offered at price levels above and below 99 cents. In a letter transmitted through email to city staff dated November 14, 2013, the applicant states that not only does a 99 Cents Only Store provide a variety of merchandise that caters to all customers, but the average annual sales per store is 5 million, approximately 2 million higher than the current tenant Old Navy. Which by locating a 99 Cents Only Store within the Downtown Specific Plan area would help achieve the downtown vision to embrace a dynamic and economically vital city center by bringing in more retail shoppers than the current use, thereby activating the downtown area.

**FINDINGS OF FACT
ADM13-0168-Appeal
EXHIBIT "A"**

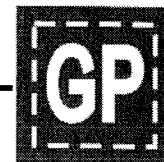
1. Denying the request for an Appeal of a Land Use Determination made by the Director of Community Development would be consistent with the overall intent of the Center City Urban District which prohibits "retail uses with across the board maximum pricing or "everything under" pricing and surplus goods", and is not a permitted or conditionally permitted use pursuant to the Downtown Specific Plan.

2. Granting the request for an appeal of a Land Use Determination would require an amendment to the Downtown Specific Plan area to allow "retail uses with across the board maximum pricing or "everything under" pricing and surplus goods."



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PROPOSED PROJECT
ADM 13-0168



GENERAL PLAN

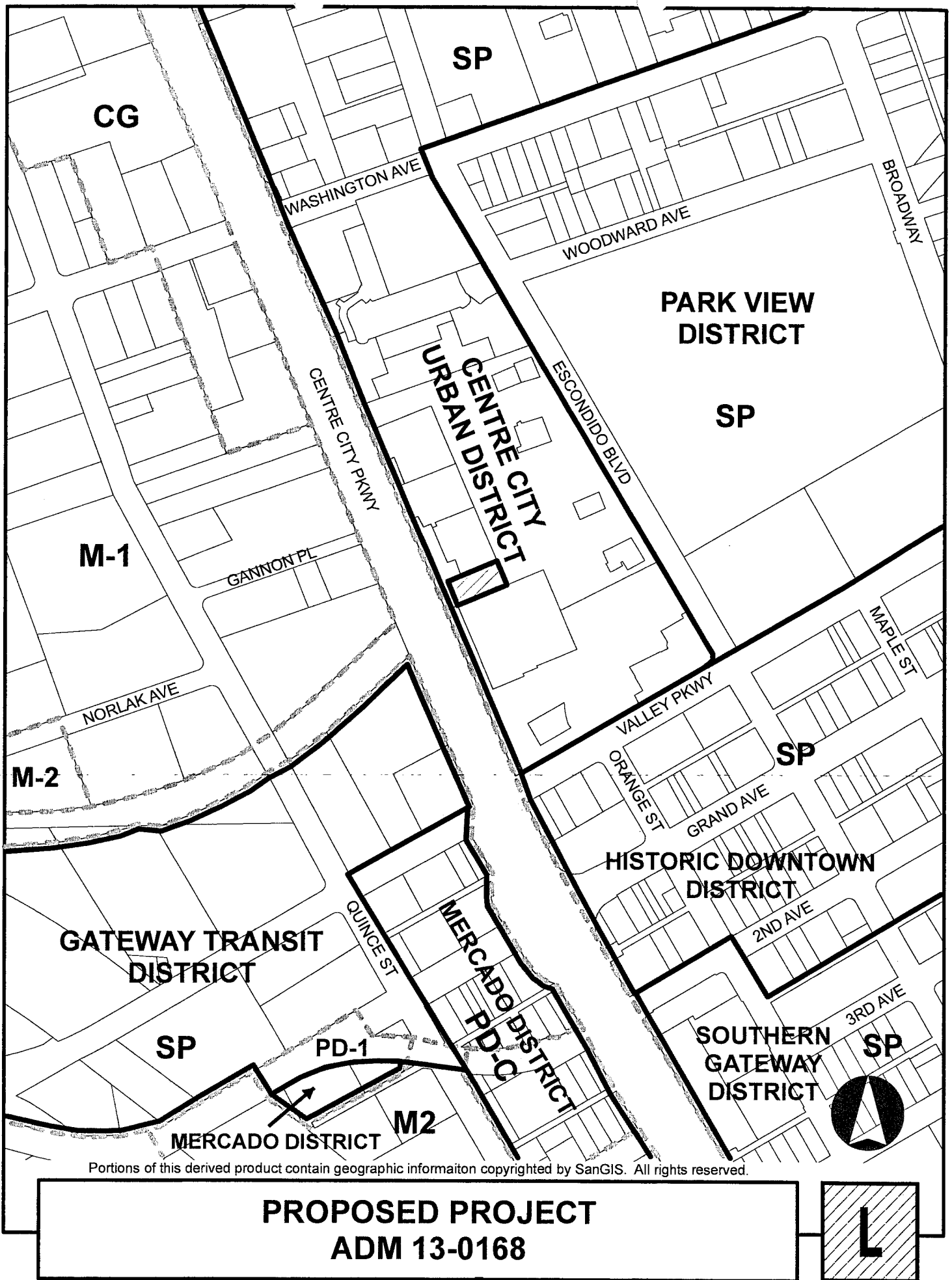


**FIGURE II-2
PERMITTED AND CONDITIONAL USES
(Page 1 of 6)**

<u>LAND USE</u>	<u>HD*</u>	<u>PV</u>	<u>CCU</u>	<u>GT</u>	<u>M</u>	<u>SG*</u>	<u>CN</u>
<u>RESIDENTIAL AND LODGING</u> (in accordance with Figure II-3A)							
Bed-and-breakfast establishments (subject to regulations of Article 32 of the Zoning Code)						C	C
Residential-care facilities						C	C
Hotels and Motels (subject to regulations of Article 63 of the Zoning Code)	C	C	C	C	C	C3	
Residential above ground floor in specified areas, in conjunction with permitted non-residential use on ground floor (refer to Figure II-3 for appropriate locations and housing types)	P	P9	P	P	P	P	P
Residential, on ground floor in specified areas (refer to Figures II-3 and II-4 for appropriate locations and housing types)	P7, P8	P8, P9	P8	P8	P8	P8	P
Home Occupations (subject to regulations of Article 44 of the Zoning Code)	P5	P5	P5	P5	P5	P5	P5
<u>GENERAL RETAIL</u>							
New merchandise sold in department stores, drugstores, pharmacies, and retail establishments selling toys, flowers, gifts, stationery, jewelry, leather, apparel, shoes (including repair), china, glassware, pottery, crafts, cigars, yardage goods, pets, hobbies, art supplies, automobile supply stores (without installation), video sales and rental, music (including incidental recording, instruction and instrument repair), books / magazines / newspapers, sporting goods, bicycles / cameras / electronics / office business / small household appliance sales and service, and other similar retail goods and incidental services NEC. Prohibited uses include retail uses with across the board maximum pricing or "everything under" pricing and surplus goods.	P	P	P	P	P	P3	P6
Previously owned goods and merchandise including antiques, collectibles, coins, consignment and stamps, excluding pawn shops, second hand and thrift stores.							
Automobile supply stores with incidental installation				P		P3	

NOTES:

P = Permitted C = Conditional Use Permit required

- 1 Under 3,000 square feet.
- 2 Within Grand Avenue's "retail-core area" use is not permitted on ground floor facing Grand Avenue unless located behind a solid wall, and such wall shall be located at least 25% of the building depth back from the front, with a minimum of 25 feet of front retail depth, whichever is more. Primary entrance to this use must be from the alley. No signage facing Grand Avenue is permitted.
- 3 Only permitted on Escondido Boulevard.
- 4 Only permitted within a multi-tenant building, and shall not occupy more than 30% of the gross floor area.
- 5 Only in conjunction with an approved residential project.
- 6 Only permitted on Pennsylvania Avenue and the north side of Valley Parkway between Kalmia and Ivy Streets.
- 7 Not allowed along Grand Avenue on ground floor within the "retail core area."
- 8 Residential and mixed-use projects are permitted in specified areas, subject to a Planned Development approval in Article 19 of the Zoning Code.
- 9 No residential uses permitted between Woodward Avenue, Washington Avenue, Escondido Boulevard and Broadway.
- 10 Not allowed along Grand Avenue on ground floor between Grand and adjacent alleys.
- 11 Permitted on Local Historic Register properties.
- * Existing automobile dealerships are a non-conforming use. Conversion of these sites to a new and substantially different use shall require plot plan review or a Conditional Use Permit subject to the provisions in the Permitted Use Matrix.

DOWNTOWN DISTRICTS:

HD	Historic Downtown
PV	Park View
CCU	Centre City Urban
GT	Gateway Transit
M	Mercado
SG	Southern Gateway
CN	Creekside Neighborhood

NOTE: Should a conflict arise between this matrix and the land-use district text, the land use district text discussion shall take precedence in determining the appropriateness of the land use.

Downtown Specific Plan

DESIGN POLICIES, STANDARDS & GUIDELINES

C. GENERAL PROVISIONS

1. PROCESSING GUIDELINES FOR DEVELOPMENT APPLICATIONS

The Specific Plan affects private property through regulation of land uses and physical property improvements. Implementation of these regulations shall be achieved through the planning approval and review process utilizing the decision-making authority of the Planning Commission and City Council.

Applications for development that have been established to ensure compatibility with the planned vision for Downtown may be processed pursuant to Chapter VIII (Implementation and Administration). All construction and development within the Specific Plan Area shall comply with the provisions of the Specific Plan and other documents incorporated by reference. If any issues arise that are not covered by the provisions of this Specific Plan or other referenced documents, the most applicable provisions shall prevail as determined by the Community Development Director.



Proposals that conflict with the adopted Specific Plan standards shall be processed on a case-by-case basis with a Specific Plan Amendment, Planned Development and Development Agreement application along with other appropriate applications dependent on the nature of the project (tentative map, conditional use permit, etc.) with individual environmental analysis.

2. OTHER APPLICABLE CODES AND ORDINANCES

Unless otherwise stated within the Specific Plan, all construction and development within the Specific Plan Area shall comply with applicable provisions of the City Council-adopted Subdivision, Municipal and Zoning Ordinances, Uniform Building Code and the various related mechanical, electrical and plumbing codes, as well as any adopted Federal, State or local housing laws and regulations that apply.

* 3. DIRECTOR DETERMINATIONS

If there is no sufficient provision provided for an issue, condition, or situation that arises, or is not clearly understandable, those regulations that are applicable for the most similar issue, condition, or situation shall be used by the Director of Community Development as guidelines to resolve an unclear matter. Determinations of the Director may be appealed to the Planning Commission within ten days of the determination.

Downtown Specific Plan

DESIGN POLICIES, STANDARDS & GUIDELINES

4. AMENDMENTS

City Council action is required to amend the Specific Plan. An amendment may be initiated by the City Council, Planning Commission, staff or private property owner and shall be subject to the appropriate City Council adopted fee schedule. The criteria identified in Chapter I Sections C (*Downtown SPA Strategic Goals*) shall apply in reviewing any amendment.

5. VIOLATIONS

Any persons, firm, or corporation (whether a principal, agent, employee, or otherwise) violating any provisions of these regulations shall be subject to the penalties and provisions of the City Municipal Code.

* 6. LAND USE DETERMINATIONS

Whenever a particular use has not been clearly listed as being permitted or conditionally permitted in a land-use district, it shall be the duty of the Director of Community Development to determine if said use is: (a) consistent with the overall intent of the district in which the use is proposed; and, (b) consistent with the other permitted or conditional uses in that district. An amendment shall be required to add a use not clearly listed.

7. NONCONFORMING USES AND STRUCTURES

Lawful uses of land or structures that would not be permitted by the regulations imposed by this Specific Plan shall be governed by the Escondido Zoning Code with the following exceptions:

- a. Nonconforming signs shall be subject to provisions of Article 66 of the Escondido Zoning Code. Improvements to a nonconforming sign shall be considered separately from any improvements to the property, limited by the provisions of the Escondido Zoning Code.
- b. Nonconforming signs shall be treated separately from the nonconforming structure and use, and shall not cause the property and/or use to be deemed nonconforming.





Barbara J. Redlitz, AICP
Director of Community Development
Planning Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4671 Fax: 760-839-4313

November 4, 2013

TRANSMITTED BY EMAIL

Marco Gonzalez
Coast Law Group
1140 South Coast Highway 101
Encinitas, CA 92024

RE: Request for Reconsideration of Land Use Determination for Proposed 99 Cents Only Store at the Civic Centre Plaza

Dear Mr Gonzalez,

We have received your letter transmitted by email on October 18, 2013 requesting reconsideration of a Land Use Determination for a proposed 99 Cents Only Store at the Civic Centre Plaza.

The site is located within the Centre City Urban District of the Downtown Specific Plan. As noted in your letter, the specific plan expressly prohibits "retail uses with across the board maximum pricing or 'everything under' pricing and surplus goods" (pg. II-3, Figure II-2). We have reviewed the supplemental information included as Exhibit A to your letter, which includes photos of the retail merchandise and a 137-page price index listing over 9,700 items. In addition, we conducted a site inspection of the existing 99 Cents Only store on E. Valley Parkway to assess the floor area devoted to merchandise displayed for sale.

Based on our review and inspection, I am upholding the staff's determination that the proposed land use is not allowed anywhere within the Downtown Specific Plan area. Regardless of the store name, the preponderance of retail items for sale as shown on the pricing sheets (with approximately 94% of the items listed as 99 cents or less) combined with amount of floor area and merchandise display area devoted to items under this maximum price demonstrates a business model that with a operates maximum pricing strategy.

Should you wish to appeal this determination to the Planning Commission, a written appeal and associated appeal fee of \$1,740 must be submitted within ten calendar days of receipt of this letter (by 5:00 PM on November 14, 2013). Alternatively, you may submit an application for an amendment to the Downtown Specific Plan to add the proposed land use as a permitted use. The application fee is a cost recovery basis. Such a request is a discretionary action subject to public hearing by the Planning Commission and City Council.

If you have any questions, please contact me at (760) 839-4546 or by email at bredlitz@escondido.org.

Sincerely,

Barbara J. Redlitz, AICP
Director of Community Development



ATTACHMENT B
ADM 13-0168

1140 South Coast Highway 101
Encinitas, CA 92024

Tel 760-942-8505
Fax 760-942-8515
www.coastlawgroup.com

October 17, 2013

Barbara J. Redlitz, AICP
Director of Community Development
201 North Broadway
Escondido, CA 92025

Via Electronic Mail
Bredlitz@escondido.org

Re: **Application of Escondido Downtown Specific Plan**
Initial Review of 99 Cents Only Store in Downtown

Dear Ms. Redlitz:

Coast Law Group, LLP represents M.C. Strauss Company, a leading private real estate investment firm which owns the Civic Center Plaza in Escondido. Our client desires to replace one of its Civic Center Plaza tenants with a more lucrative and higher-performing tenant: 99 Cents Only. Unfortunately, City staff has indicated this retail use is prohibited downtown.

During initial conversations, however, Planning Department staff dealt directly with a third-party consultant who provided limited information regarding 99 Cents Only, and based on this limited information, determined that a 99 Cents Only store would be prohibited pursuant to the City's Downtown Specific Plan. In all downtown districts, the Specific Plan prohibits "retail uses with across the board maximum pricing or 'everything under' pricing and surplus goods." (Escondido Downtown Specific Plan, August 7, 2013, p. II-3, Figure II-2).

Subsequent to the initial determination, our client requested (and obtained) documentation from 99 Cents Only which accurately reflects its pricing. This includes recent photos of actual products on the floor of 99 Cents Only stores, priced both above and below 99 cents, ranging from \$.29 to \$3.99. (See Exhibit A). Such varied prices are also reflected in the 99 Cents Only price index, which goes up to \$75.00. (See Exhibit B).

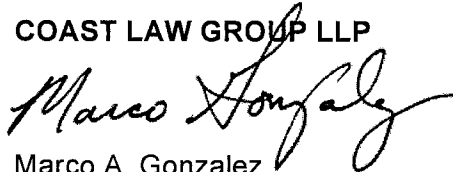
As evidenced by the attached exhibits, 99 Cents Only stores provide a wide variety of merchandise offered at different price levels. It is clearly not a retail use with across the board maximum pricing, nor does it utilize "everything under" pricing. Therefore, it is not a prohibited use pursuant to the most recent Downtown Specific Plan. Further, consistent with the General Plan Guiding Principles, a 99 Cents Only store within the Downtown Specific Plan area would help achieve the downtown vision to embrace a dynamic and economically vital city center by bringing in more retail shoppers than the current use, thereby activating the downtown area.

Because the initial information presented to the Planning Department was incomplete and did not accurately reflect the 99 Cents Only pricing policy, we respectfully request a reconsideration of the City's initial determination in light of the new and compelling evidence attached hereto.

Should you have any questions, please contact my office directly.

Sincerely,

COAST LAW GROUP LLP

A handwritten signature in black ink, appearing to read "Marco Gonzalez", written in a cursive style.

Marco A. Gonzalez
Attorneys for MC Strauss Company



1140 South Coast Highway 101
Encinitas, CA 92024

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www.coastlawgroup.com

November 14, 2013

Planning Division
201 North Broadway
Escondido, CA 92025

Via Hand Delivery

Re: ATTACHMENT: DESCRIPTION OF DECISION BEING APPEALED
Appeal of Administrative Decision to Planning Commission

Coast Law Group, LLP represents MCS Civic Center Plaza, LLC, which owns the Civic Center Plaza in Escondido. Our client desires to replace one of its Civic Center Plaza tenants with a more lucrative and higher-performing tenant: 99 Cents Only. Unfortunately, City staff has determined this retail use is prohibited downtown. (See attached letter from Barbara Redlitz, dated November 4, 2013). MCS Civic Center Plaza, LLC hereby appeals the administrative determination that 99 Cents Only is prohibited in the downtown Escondido area.

1. By the Plain Reading of the Specific Plan, 99 Cents Only Is Not Prohibited

In all downtown districts, the Specific Plan prohibits “retail uses with across the board maximum pricing or ‘everything under’ pricing and surplus goods.” (Escondido Downtown Specific Plan, August 7, 2013, p. II-3, Figure II-2). 99 Cents Only is not a retail establishment with “across the board maximum pricing or ‘everything under’ pricing and surplus goods.” Recent photos of actual products on the floor of 99 Cents Only stores reflect goods priced *both* above and below 99 cents, ranging from \$.29 to \$3.99. (See Exhibit A). Such varied prices are also reflected in the 99 Cents Only price index, which goes up to \$75.00.¹ (See Exhibit B).

As evidenced by the attached exhibits, 99 Cents Only stores provide a wide variety of merchandise offered at different price levels. By the plain, unambiguous reading of the language of the Specific Plan, the prohibition does not apply to 99 Cents Only stores. (*DiCampli-Mintz v. County of Santa Clara*, (2012) 55 Cal. 4th 983, 992 [“In construing any statute, we first look to its language. ‘Words used in a statute ... should be given the meaning they bear in ordinary use. [Citations.] If the language is clear and unambiguous there is no need for construction, nor is it necessary to resort to indicia of the intent of the Legislature’ [Citation.]”]; see also, *Western States Petroleum Assn. v. Board of Equalization*, (2013) 57 Cal. 4th 401, 416 [“...the proper interpretation of a statute is ultimately the court’s responsibility.”]).

2. The City’s Goals Are Furthered By Locating A 99 Cents Only Store Downtown

Further, consistent with the General Plan Guiding Principles, a 99 Cents Only store within the Downtown Specific Plan area would help achieve the downtown vision to embrace a dynamic and economically vital city center by bringing in more retail shoppers than the current use, thereby activating the downtown area. The current tenant in the location proposed for a 99 Cents Only store is Old Navy, which has been a tenant in the Civic Center Plaza since late 2007. This store has produced a maximum sales volume of \$2.9 million. In contrast, the

¹ Because Exhibit B includes numerous pages, an excerpt of Exhibit B is provided herewith. A full exhibit was submitted to the Planning Department Director.

average 99 Cents Only annual sales per store is \$5 million, and a store within Civic Center Plaza is projected to produce well above average results. This would clearly result in much higher sales tax revenue for the City. (See Staff Report for November 12, 2008 City Council meeting, Agenda Item 27, p. 5).

Moreover, Old Navy's lease is set to expire in January 2014. Old Navy may therefore leave its current location before a replacement tenant is found. The market for a vacant space measuring 17,170 square feet is not expansive. 99 Cents Only is not only interested in locating here, this business is confident it will succeed and thrive in this location.

A 99 Cents Only store in Civic Center Plaza would therefore achieve the stated goal of ensuring an economically viable balance of land uses is located downtown. (See Staff Report for November 12, 2008 City Council meeting, Agenda Item 27, p. 2).

3. 99 Cents Only Stores Is A National Chain Which Attracts High Volume of Customers, Creating a More Vibrant Downtown

In 2008, when the Specific Plan amendment prohibiting "retail uses with across the board maximum pricing or 'everything under' pricing and surplus goods" was first adopted, staff articulated two reasons for such a move: it "would create an environment more attractive to retail uses that generate higher sales tax revenues and promote a more vibrant downtown street scene." (See Staff Report for November 12, 2008 City Council meeting, Agenda Item 27, p. 5). As explained above, 99 Cents Only does generate a high sales tax revenue, at almost twice the rate of the current tenant (an allowed use), and is sure to increase traffic and by extension sales tax revenue at neighboring establishments. Moreover, 99 Cents Only is a national chain which caters to a wide variety of shoppers. By offering quality products to retail customers seeking value, 99 Cents Only will attract more visitors and residents to the Civic Center Plaza, and the downtown area.

4. Civic Center Plaza Meets the Goals of the Center City Urban District

The Downtown Specific Plan is divided into seven districts, each with a distinct focus. (Specific Plan, p. V-1). The Civic Center Plaza is within the Center City Urban District. The overarching goals of the General Plan and Specific Plan to achieve economic vitality in the city center are applicable to the entire downtown area. However, the districts achieve these goals in unique ways. Indeed, the Specific Plan encourages consideration of the more focused district goals in concert with the overarching Specific Plan policies. (*Id.*).

Within the Historic Downtown District, the Specific Plan pointedly refers to the "Retail Core Area," which is "distinguished from the surrounding city fabric by pedestrian-scaled street spaces, historic character, specialty retail, restaurants, sidewalk cafes, antique shops, art galleries/studios, and professional uses that mirror Escondido's past and provide for its growing future." (Specific Plan, p. V-3). Within the Center City Urban District, in contrast, the vision is to provide opportunities for "a creative, high-quality mix of entertainment, retail, restaurant, and upscale residential uses that complement and link to other downtown districts and the Civic Center complex." (*Id.* at p. V-12). The vision for these two distinct districts is complimentary, but decidedly different. While the Retail Core Area envisions a pedestrian-scaled street space with specialty retail, the Center City Urban District's focus is on a creative, high-quality *mix*.

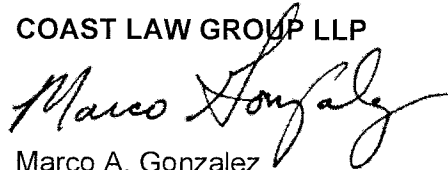
Shopping centers by their very nature are distinguishable from the typical street-front stores City staff had in mind when crafting the prohibition on "everything under" stores. Moreover, in a large shopping center such as Civic Center Plaza, the presence of a 99 Cents

quality goods to retail shoppers looking for value, serving a unique role that enhances the diversity of retail establishments. This provides customers with options, just as envisioned in the planning document.

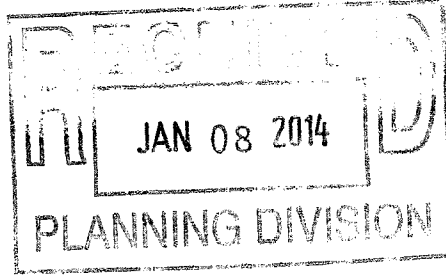
Coast Law Group will submit more detailed comments in anticipation of the Planning Commission hearing on this matter. Should you have any questions, please contact my office directly.

Sincerely,

COAST LAW GROUP LLP

A handwritten signature in black ink, appearing to read "Marco Gonzalez", written over the printed name.

Marco A. Gonzalez
Attorneys for MCS Civic Center Plaza LLC



1140 South Coast Highway 101
Encinitas, CA 92024

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Fax 760-942-8515
www.coastlawgroup.com

January 7, 2014

Darren Parker
Planner
City of Escondido Planning Department
201 North Broadway
Escondido, CA 92025

Via Electronic Mail
dparker@escondido.org

Re: Appeal re: Escondido Downtown Specific Plan
99¢ Only Store in Downtown

Dear Mr. Parker:

Coast Law Group, LLP represents M.C. Strauss Company, a leading private real estate investment firm which owns the Civic Center Plaza in Escondido. Our client desires to replace one of its Civic Center Plaza tenants with a more lucrative and higher-performing tenant: 99¢ Only Stores. Unfortunately, City staff has indicated this retail use is prohibited downtown.

In prior communications, we have illustrated that 99¢ Only Stores' price structures are not subject to the restriction set in the Specific Plan, which prohibits "retail uses with across the board maximum pricing or 'everything under' pricing and surplus goods." (Escondido Downtown Specific Plan, August 7, 2013, p. II-3, Figure II-2). These include recent photos of actual products on the floor of 99 Cents Only stores, priced both above and below 99 cents, ranging from \$.29 to \$3.99. (See Exhibit A, October 18, 2013 Request for Reconsideration letter to Barbara Redlitz), and varied prices also reflected in the 99 Cents Only price index, which goes up to \$75.00. (See Exhibit B, October 18, 2013 Request for Reconsideration letter to Barbara Redlitz).

The Request for Reconsideration was denied despite evidence illustrating 99¢ Only Stores are clearly not a retail use with across the board maximum pricing, nor does it utilize "everything under" pricing. Therefore, it is not a prohibited use pursuant to the most recent Downtown Specific Plan. Further, consistent with the General Plan Guiding Principles, a 99¢ Only store within the Downtown Specific Plan area would help achieve the downtown vision to embrace a dynamic and economically vital city center by bringing in more retail shoppers than the current use, thereby activating the downtown area.

City officials have indicated their position that a 99¢ Only Store downtown will not meet the retail goals of the City, and in fact would act as a barrier to "more desirable" retailers seeking to locate downtown. We vehemently disagree that the national 99¢ Only Store chain would cause such negative impacts. One need only look at the other communities where 99¢ Only Stores are located. These include, but are not limited to:

- ▶ Santa Barbara
- ▶ San Diego
- ▶ Santa Monica
- ▶ Huntington Beach

- ▶ Redondo Beach
- ▶ Foothill Ranch
- ▶ Orange
- ▶ Scottsdale
- ▶ Hollywood
- ▶ Pasadena
- ▶ Arcadia
- ▶ San Clemente
- ▶ Lake Forest
- ▶ Costa Mesa
- ▶ Oceanside
- ▶ Encinitas
- ▶ Palm Desert
- ▶ La Quinta
- ▶ Woodland Hills
- ▶ Simi Valley
- ▶ Berkeley
- ▶ Las Vegas

Please review the attached presentation depicting some of these locations as prepared by 99¢ Only Stores (Exhibit A). The cleanliness, product variety, and store branding is consistent across outlets.

Additionally, please see attached images taken January 7, 2014 at the Encinitas, CA 99¢ Only Stores location (Exhibit B). The City of Encinitas has worked to reduce and avoid "blight" conditions in each of its distinct sub-regions, and the 99¢ Only Stores is a thriving member of the retail community of "New Encinitas." This location operates alongside an L.A. Fitness, a Miyabi sushi restaurant, H&R Block, a karate studio, a music studio, a high-end bakery and olive oil and balsamic vinegar vendor, a furniture store, a popular Mexican food restaurant, eco-friendly dry cleaners, and many other high-traffic storefronts frequented by all manner of Encinitas residents. It is difficult to understand why the City of Escondido would believe a 99¢ Only Store would detract from its downtown when the City of Encinitas clearly has not experienced such problems.

Further, the variety of products sold at 99¢ Only Stores offer consumers such healthful food options and home staples as fresh produce, milk, bread, eggs, and canned soups and beans, as well as popular healthy snack items such as dried seaweed snacks, crackers, fruit juices, coconut water and other hydration options. 99¢ Only Stores provide traditional name brand home necessities such as infant clothing and bathing supplies, dish soap, toiletries, pet supplies, personal hygiene and paper products, over the counter medications, office supply products, batteries, and gift items sold at competitive prices. The large selection of products, only a few categories of which are outlined here, provide area residents and visitors familiar with 99¢ Only Stores' brand a reliable local shopping resource which is also flexible enough to offer seasonal fruits and vegetables and emerging product trends.

99¢ Only Stores not only do not strictly fall under the Specific Plan restriction, they have not been shown to create nor exacerbate blight conditions in the many areas where the Stores currently exist, which is the purpose of the Specific Plan's restriction.

Should you have any questions, please contact my office directly.

Sincerely,

COAST LAW GROUP LLP

A handwritten signature in black ink, reading "Marco Gonzalez", written in a cursive style.

Marco A. Gonzalez
Attorneys for MC Strauss Company

EXHIBIT A



**Save More, Shop Us First...
for Everything!SM**



Daily needs



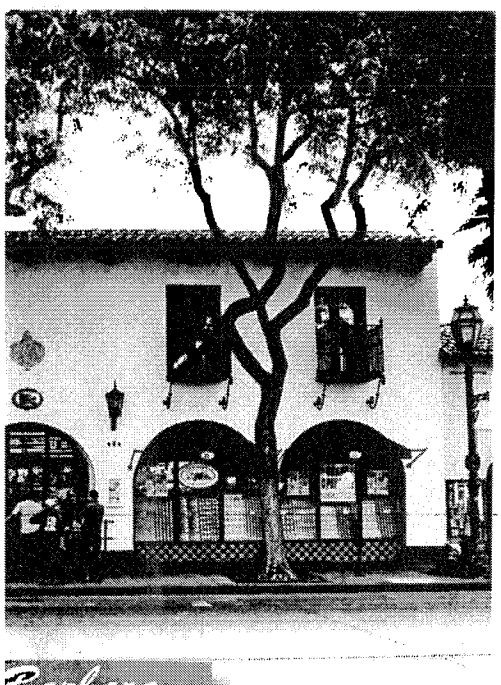
Santa



Venice



Woodland Hills



Barbara



Fresh produce, deli & dairy





San Diego - Market Street

About 99¢ Only Stores

With more than 30 years of operating experience, 99¢ Only Stores is the leading operator of extreme value retail stores in the southwestern United States with over 300 stores located in the states of California, Texas, Arizona and Nevada. Our stores offer consumable products with an emphasis on name brands and our items are primarily priced at 99.99¢ or less.

We carry a wide assortment of regularly available products as well as a broad variety of first quality closeout merchandise. We carry many fresh produce, deli, dairy and frozen food products found in traditional grocery stores, which we sell at generally lower, sometimes significantly lower, prices. Our core philosophy is that every item in our store be a good to great value.

We believe that our differentiated merchandise mix, combined with outstanding value, enable us to appeal to a broad consumer demographic, increase overall customer traffic and frequency of customer visits, as well as strengthen customer loyalty. Our stores are significantly larger than traditional dollar stores, enabling us to offer a wider assortment of merchandise and provide our customers with a spacious, comfortable shopping experience.



DOING DEALS NOW

OVER \$1.6 BILLION IN SALES
OVER 9,999 CUSTOMERS PER WEEK/PER STORE



SITE CRITERIA

- Lease, Cash Purchase or Build-to-Suit
- 12,000-22,000 ground floor square feet (Existing or New Construction)
- Free standing, Neighborhood, Power Centers or Downtown locations
- High profile locations with great exposure and strong visibility to street with ample parking
- Good loading access
- Dense population within trade area
- California, Arizona, Nevada and Texas



4000 Union Pacific Avenue • Commerce, CA 90023

Phone: (323) 980-8145

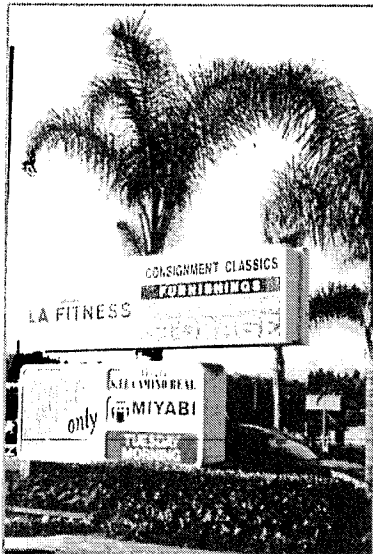
Website: 99only.com

f /99CentsOnly @99only /99CentsOnlyOfficial h99 www.99only.com/blog

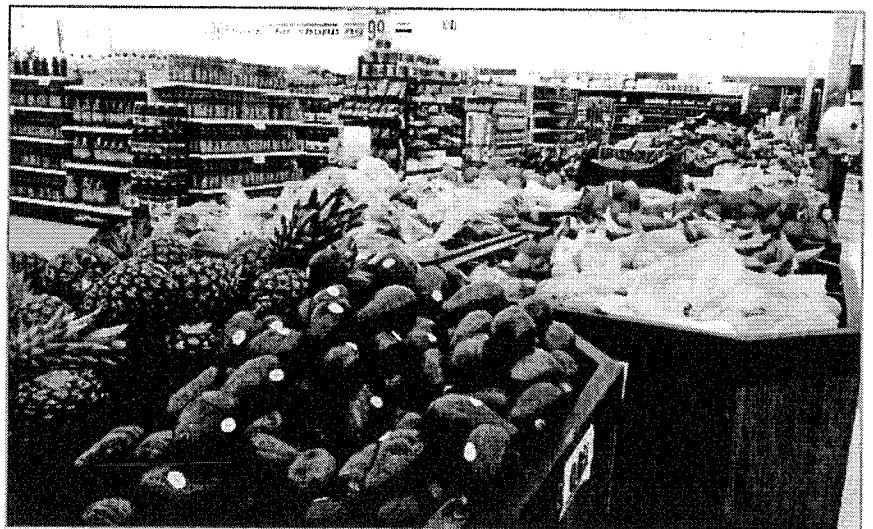
EXHIBIT B

99¢ Only Stores – Encinitas

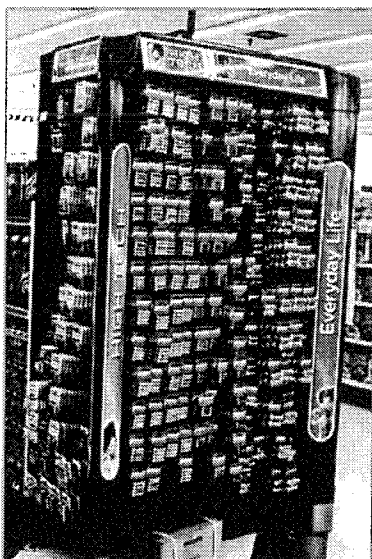
145 S El Camino Real, Encinitas, CA 92024



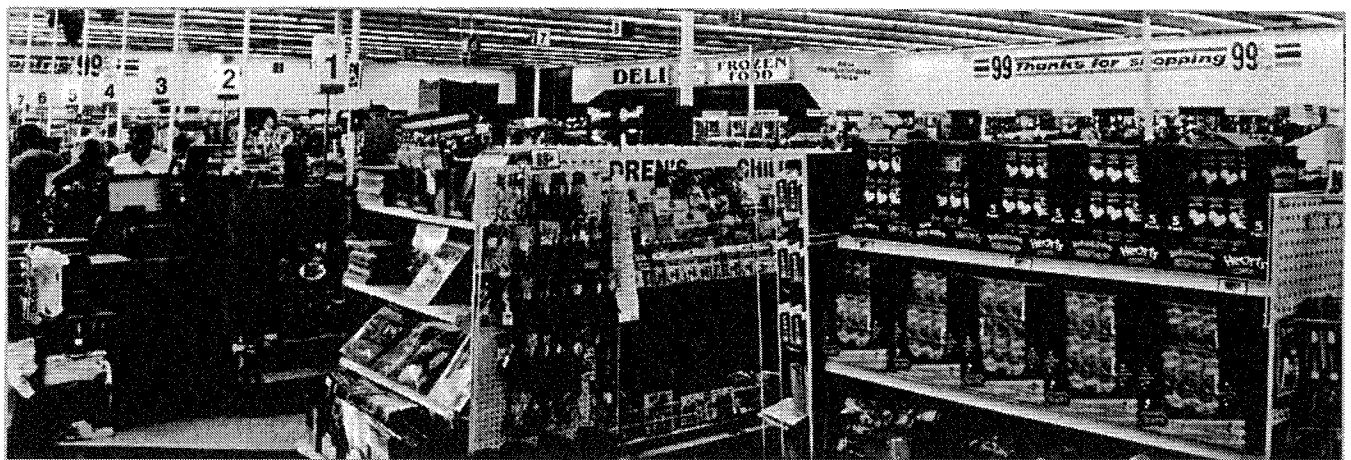
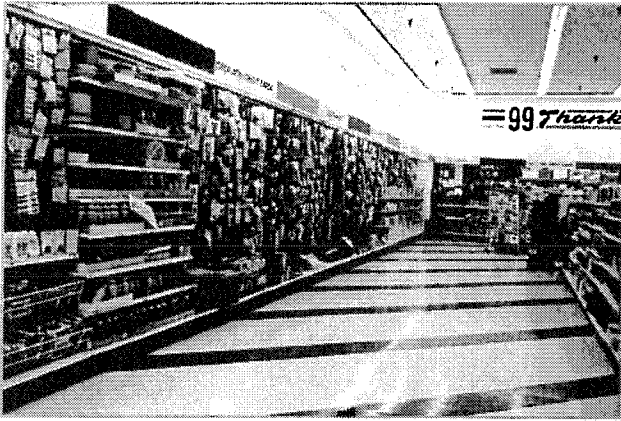
Produce and Food Staples



Home Goods



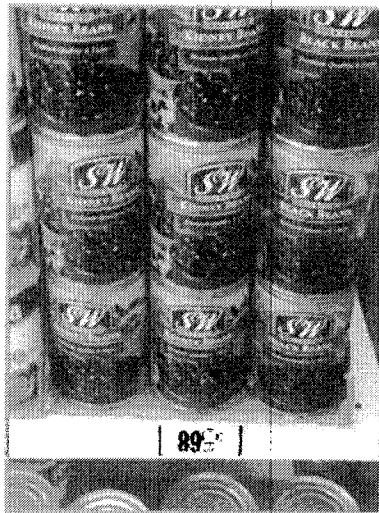
Interior



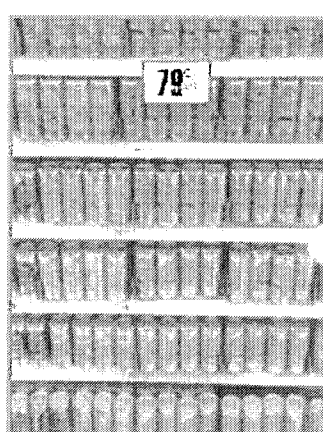
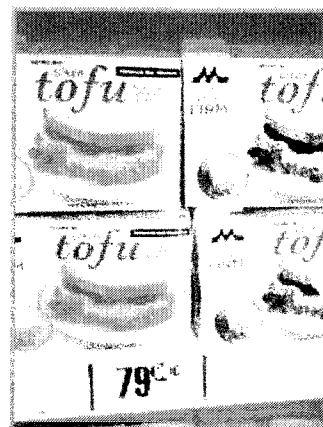
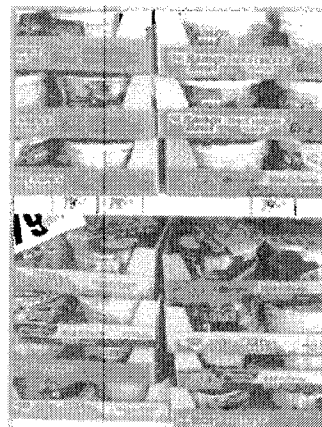
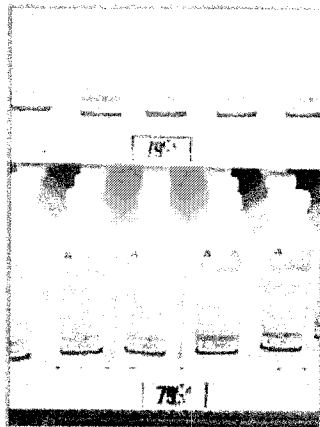
\$1.99 Items



\$.89 Items



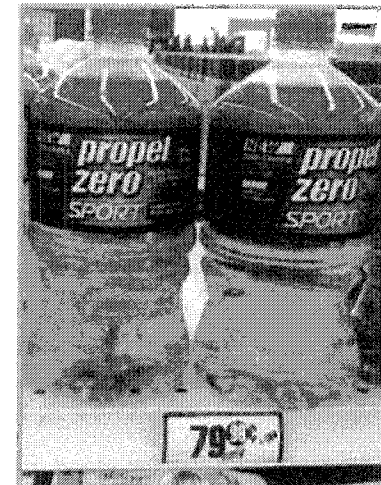
\$.79 Items



**PROPOSED PROJECT
ADM 13-0168**

C

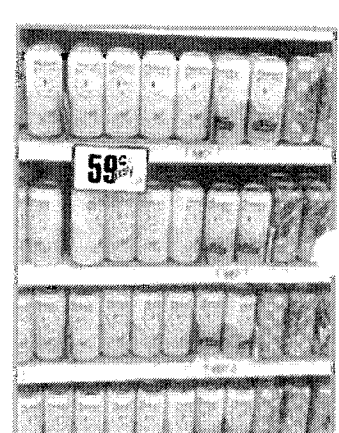
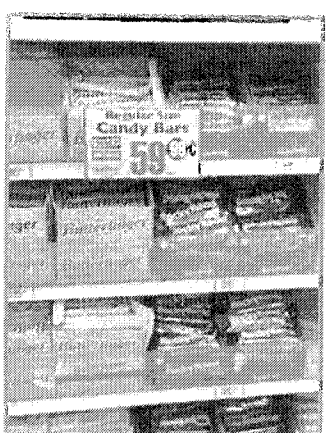
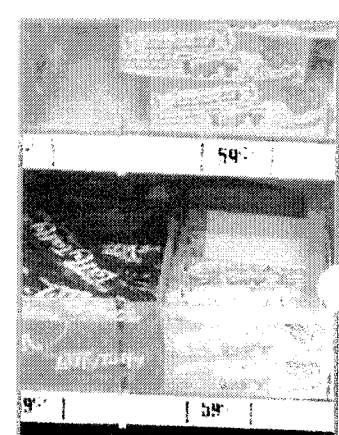
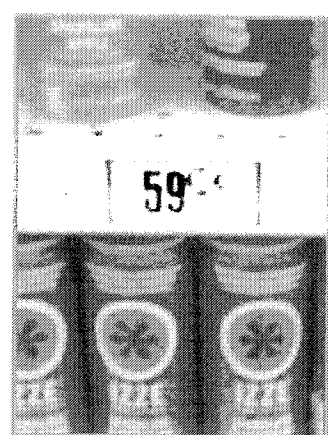
\$.79 Items



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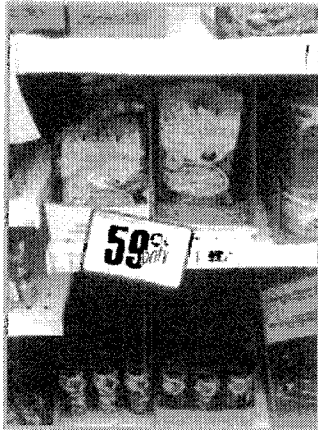
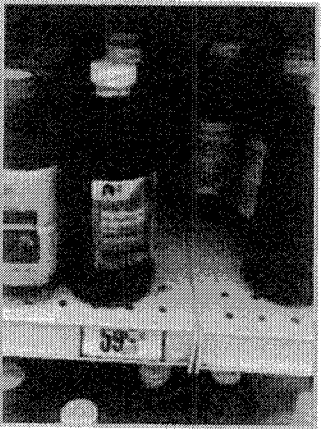
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\$.59 Items



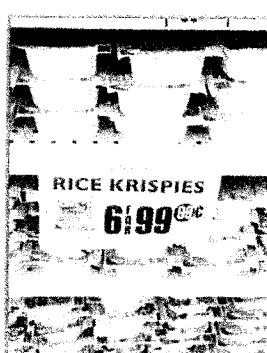
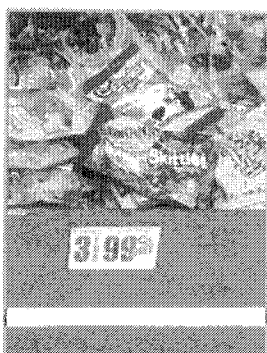
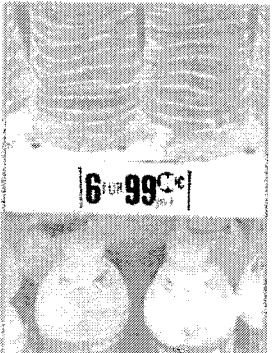
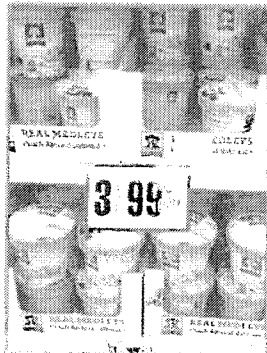
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\$.59 Items



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Multiples of \$.99 Items



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Multiples of \$.99 Items

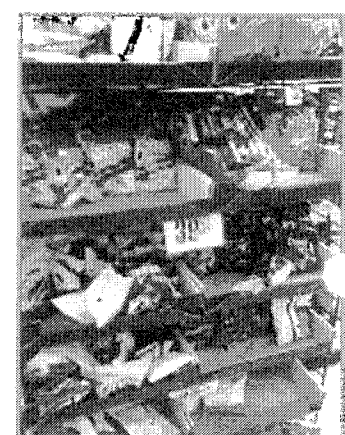
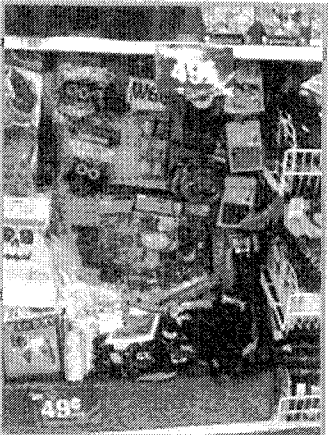
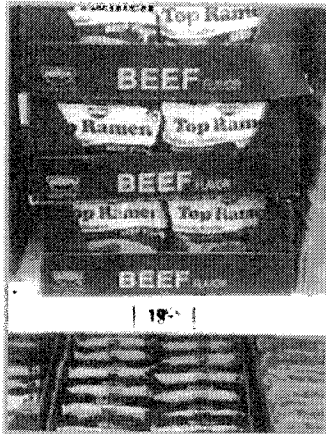
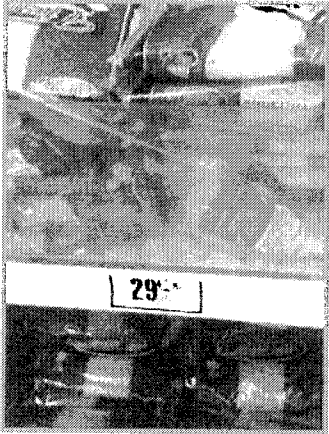


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MISC Items



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\$3.99 Items



\$2.99 Items



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00000000000001	9	HannahMontanaPlasticLunchBag#52982	0.19	1	EA
000000000000162576		HannahMontana&SchlMusclIcePack#45763	0.19	1	EA
000000000000163613		DISNEY-Stamp&MrkrHannah3pkAsst#15067	0.19	1	EA
000000000000163614		Disney-StmpNRollMrkrHiSchl3pk#16074	0.19	1	EA
000000000000164527		DISNEY-StickPenHannahMon5pk/CLS#2240	0.19	1	EA
000000000000164528		DISNEY-StickPenHiSchlMusc5pkCLS#2240	0.19	1	EA
000000000000164878		DISNEY-ChalkboardHiSchool8x10in#22942	0.19	1	EA
000000000000164879		DISNEY-ChalkboardH.Montana8x10#22943	0.19	1	EA
000000000000167484		&&1DISNEY-H.MontanaJewelryAsstDisp#78550	0.19	1	EA
000000000000169081		DISNEY-Pencil#2HiSchMusc6pkCLS#23529	0.19	1	EA
000000000000169082		DISNEY-Pencil#2H.Montana6pkCLS#23530	0.19	1	EA
000000000000169118		DISNEY-PenW/RopeHiSchlMusic3pk#23513	0.19	1	EA
000000000000169120		DISNEY-PenW/RopeH.Montana3pk#23514	0.19	1	EA
000000000000169829		DISNEY-VelvetFolderH.S.Musical#27570	0.19	1	EA
000000000000170163		DISNEY-LedLight/H.Montana#05787	0.19	1	EA
000000000000171185		&&1DISNEY-HMontanMicroPostrAsst#MICRO200	0.19	1	EA
000000000000171187		DISNEY-HannahMontana/PosterBook#PB1001	0.19	1	EA
000000000000171190		&&1DISNEY-HSMusicMicroPosterAsst#M2001HS	0.19	1	EA
000000000000171201		DISNEY-H.SchoolMusic2/PosterBook#PB1002	0.19	1	EA
000000000000171202		DISNEY-H.SchoolMusc2PostrBk#PB1002 HSM2	0.19	1	EA
000000000000171206		DISNEY-H.SchoolMusic/PosterBook#PB1014	0.19	1	EA
000000000000171560		HighSchoolMusicalShampoo/8oz/#00194	0.19	1	EA
000000000000171975		DISNEY-HSM/BookGetYourVoteOn#10626	0.19	1	EA
000000000000171976		DISNEY-HSM/BookHeartToHeart#10624	0.19	1	EA
000000000000171996		HMontana-StryHrdCvrBkWinOrLose#10870	0.19	1	EA
000000000000172000		HannahMontana/StoryBook/BeMine#11061	0.19	1	EA
000000000000172001		DISNEY-HSM/StoryBkUnderTheStar#10913	0.19	1	EA
000000000000172230		DISNEY-H.MontanaEraser/6pk/#15005	0.19	1	EA
000000000000173161		DISNEY-CndyCompctHMontana.70oz#10635	0.19	1	EA
000000000000173163		HannahMontanMilkChocStickrCoin#10639	0.19	1	EA
000000000000173179		DISNEY-HSMDogTagW/StarCandy#10665	0.19	1	EA
000000000000173609		HighSchoolMusicalPhotoAlbm4X6in#23537	0.19	1	EA
000000000000174258		EnergizerHSMBackPKLight/CLS#HSMC2ACS	0.19	1	EA
000000000000180877		H.S.MusicalThermalMug#HSMI-F291	0.19	1	EA
000000000000539890		DISNEY-HannahMontanaGelPen/6pk#7756A	0.19	1	EA
000000000000544758		DISNEY-HannahMontPortfolio/3ring#15064	0.19	1	EA
000000000000544759		&&1DISNEY-HiSchoolPortfolio3ringAsst#160	0.19	1	EA
000000000000547308		DISNEY-StampSetHMontana4pcAsst#15160	0.19	1	EA
000000000000547309		&&1DISNEY-StampSetHiSchool/4pcAsst#1	0.19	1	EA
000000000000547316		DISNEY-RingStampHMontan6pcAsst#15161	0.19	1	EA
000000000000547317		DISNEY-RingStmpHiSchool6pcAsst#16161	0.19	1	EA
000000000000547324		DISNEY-StamprPadH.Montana6pc#15162	0.19	1	EA
000000000000547325		DISNEY-StamprPadHiSchool/6pc#16162	0.19	1	EA
000000000000547332		Disney2SideStmprHMontan6pcAsst#15163	0.19	1	EA
000000000000547333		Disney2SideStmprHiShool6pcAsst#16163	0.19	1	EA
000000000000547344		HannahMontanaMiniMemoPad/4pk#547344	0.19	1	EA
000000000000547345		HiSchoolMusicMiniMemoPad/4pk#547345	0.19	1	EA
000000000000548607		DISNEY-VelvetWallDecorH.S.Musical#25511	0.19	1	EA
000000000000549003		DISNEY-SqJoumalHSMusic/BigPlace#T98349	0.19	1	EA
000000000000549661		DISNEY-JumboPen/HiSchMusic/3pk#23521	0.19	1	EA
000000000000549662		DISNEY-JumboPen/H.Montana/3pk#23522	0.19	1	EA
000000000000550752		Disney-HiSchlMusicalMarker/10pk#7759A	0.19	1	EA
000000000000551139		&&1DISNEY-MarkersHMontana10pkAsst#7758A	0.19	1	EA
000000000000551296		DISNEY-HMontana2PocketFolder#8293A	0.19	1	EA
000000000000551297		HighSchoolMusical/2PocketFolder#8294A	0.19	1	EA
000000000000551307		DISNEY-HSMusicalColorPencil8pk#7649A	0.19	1	EA
000000000000551308		&&1DISNEY-GelPenHSchlMusic6pkAsst#7757A	0.19	1	EA
000000000000551311		&&1HiSchoolMusicMechPencil4pkAsst#7709A	0.19	1	EA
000000000000551312		HiSchoolMusicStationerySet/5pc#7737A	0.19	1	EA
000000000000551313		&&1HiSchoolMusicalPens/3pkAsst#7778A	0.19	1	EA
000000000000556221		&&&HairbrushW/MirrorSet/22pcAsst#23989	0.19	1	EA
000000000000563429		&&1H.Montana3DDelPosterAsst8x14"#15080	0.19	1	EA
000000000000563430		&&1HSMusical3DDelPosterAsst8x14"#16094	0.19	1	EA
000000000000104957		NISSIN-TopRamenNdleOriental/3oz#1301	0.1999	1	EA
000000000000104958		NISSIN-TopRamenNoodleBeef/3oz#1302	0.1999	1	EA
000000000000104959		NISSIN-TopRamenNoodleChick/3oz#1303	0.1999	1	EA
000000000000104960		NISSIN-TopRamenNoodlesShrmp/3oz#1310	0.1999	1	EA

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000000000000010	NISSIN-TopRamenNoodleChili/3oz#1317	0.1999	1	EA
000000000000151336	NatValley-GranlaBarCinn/.74oz#11580	0.1999	1	EA
000000000000163669	NISSIN-Noodles/PicanteBeef/3oz#1312	0.1999	1	EA
000000000000533251	NatValley-MaplGranoBar/.74oz#17166	0.1999	1	EA
000000000000609170	LicensedCane/Spongebob/@@40192	0.29	1	EA
000000000000609171	LicensedCane/Mickey/@@40572	0.29	1	EA
000000000000609172	LicensedCane/Princess/@@40622	0.29	1	EA
000000000000641755	"It'sGottaGo"	0.29	1	EA
00000000000035102	SMACK-CupRamenVegBeef/2.25oz/#83656	0.2999	1	EA
000000000000104832	NISSIN-CupNoodleBeefFlavor2.25#23001	0.2999	1	EA
000000000000104833	NISSIN-CupNoodleShrimp/2.25oz#23002	0.2999	1	EA
000000000000104834	NISSIN-CupNoodle/Chick/2.25oz#23003	0.2999	1	EA
000000000000104835	NISSIN-CupNodlShrmpPicante2.25#23012	0.2999	1	EA
000000000000113484	NISSIN-CupNodlCrmyChckn2.25oz#23016	0.2999	1	EA
000000000000113485	NISSIN-CupNdlSlsaPcntShrmp2.25#23102	0.2999	1	EA
000000000000157453	FrenchToastCrunchSnckCrisp/1oz#17797	0.2999	1	EA
000000000000157967	NUTRA-CatFood/MixedGrill/3oz/#00196	0.2999	1	EA
000000000000158848	NISSIN-CupNodlSalsaChckn/2.25oz#231	0.2999	1	EA
000000000000160020	NUTRA-CatFoodGourmMixGrill/3oz#00015	0.2999	1	EA
000000000000161577	ElMexicano-TallarinPasta/7oz/#3304	0.2999	1	EA
000000000000164797	MOTTS-100%VeggieBlendJce/14oz#15728	0.2999	1	EA
000000000000165032	&&1HalloweenPen/5in1/Asst#31113	0.2999	1	EA
000000000000169839	TRENTINO-ElbowsPasta/7oz#38072	0.2999	1	EA
000000000000169840	TRENTINO-SmallShellsPasta/7oz#38081	0.2999	1	EA
000000000000169841	TRENTINO-AlphabetPasta/7oz#38055	0.2999	1	EA
000000000000169842	TRENTINO-NoodlePasta/7oz#38092	0.2999	1	EA
000000000000169843	TRENTINO-VermicelliPasta/7oz#38022	0.2999	1	EA
000000000000169844	TRENTINO-AngelHairPasta/7oz#38024	0.2999	1	EA
000000000000169845	TRENTINO-PennetePasta/7oz#38309	0.2999	1	EA
000000000000169846	TRENTINO-SpaghettiPasta/7oz#38031	0.2999	1	EA
000000000000169867	KEEBLER-AnimalCookieAsst/1.4oz#74031	0.2999	1	EA
000000000000173488	VuenIta-TomatoSauce/7.75oz/Can#111	0.2999	1	EA
000000000000186737	SMACK-CupRamenEnchilChickn2.25oz	0.2999	1	EA
000000000000186738	SMACK-CupRamen/2.25oz/077798501088	0.2999	1	EA
000000000000192634	AmericanSeed-Veg&FruitSeedsAsst#ASST	0.2999	1	EA
000000000000192635	AmericanSeed-FlowerSeedsAsst225MG#1	0.2999	1	EA
000000000000505384	KathieLeesVHS MovieAChrstmGif#53600	0.2999	1	EA
000000000000510544	NUTRA-CatFoodGourmtDelight/3oz#00198	0.2999	1	EA
000000000000520134	NUTRA-CatFoodDeluxeMixdGrill/3oz#00197	0.2999	1	EA
000000000000523319	IceBreakersGumSugFreWntrGrn6ct#71852	0.2999	1	EA
000000000000544108	PaintPopCndyWhistlBluRasp/.5oz#12549	0.2999	1	EA
000000000000625926	Pagasa-PastaCoiledFideo6oz/@@00402	0.2999	1	EA
000000000000625927	Pagasa-PastaCutFideoFine/7oz#000400	0.2999	1	EA
000000000000625928	Pagasa-PastaStars/7oz#00012	0.2999	1	EA
000000000000192447	BulkFreshProduce-RedPotatoes	0.33	1	LB
000000000000627419	FreshOranges	0.3333	1	EA
000000000000178736	BulkFreshProduce/Carrots	0.39	1	LB
000000000000622044	BulkFreshOranges	0.39	1	LB
000000000000622144	BulkFreshBananas/OffBrand	0.39	1	LB
000000000000003421	SUNKIST-FRUIT GEMS BAR/4ct/#00740	0.3999	1	EA
000000000000038136	SHERWOOD-MilkChocPiratCoins5/8#11101	0.3999	1	EA
000000000000040207	&&&Grandmas-TurkeyGrvyMxDisp.67oz#15	0.3999	1	EA
000000000000047139	DelValle-PearNectarDrnk11.3&11.25#5289	0.3999	1	EA
000000000000058532	ROYAL-PuddingMix/BananiaCream3.125oz#336	0.3999	1	EA
000000000000060400	LIFESAVERS-RollCndyPepOmrt.84oz/#00103	0.3999	1	EA
000000000000065209	ROYAL-GelatinMix/Orange/2.75oz#00375	0.3999	1	EA
000000000000070316	MyHawaii-ChocMacadamiaNuts.67#70129	0.3999	1	EA
000000000000071856	ARIZONA-IceTeaW/LemonFlv11.5oz#70914	0.3999	1	EA
000000000000074764	MOUNDS-EastrEggChocCandy/1.2oz#23032	0.3999	1	EA
000000000000080811	CremaSavers-HardCndy/Strw&Crm1.5oz#483	0.3999	1	EA
000000000000085851	ButtUglyMartianCandyTarts2.1oz#2130	0.3999	1	EA
000000000000094588	&&1SNAPPLE-JellyBeansAsstFlvr4oz/#60	0.3999	1	EA
000000000000098167	DannonLNFItStrawKiwiNofatYogrt8#626	0.3999	1	EA
000000000000098194	YOPLAIT-OrigBanaCrmLFYogurt6oz#00335	0.3999	1	EA
000000000000099699	WELCHS-100%GrapefrtJuice10oz#30100	0.3999	1	EA
000000000000099703	Dannon-LNFWhChocRaspNFYogurt6oz#667	0.3999	1	EA
000000000000099970	Dannon-FOBBoysenbryLFYogurt6oz#00109	0.3999	1	EA

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	0000000000001	34	YOPLAIT-RedRspbryLwftYogrt4oz#177280	0.3999	1	EA
	000000000000100780		YOPLAIT-LtFFBerriesN'CrmYgrt6oz#0648	0.3999	1	EA
	000000000000100803		Yoplait-LFWhtChocRaspYogurt6oz#00322	0.3999	1	EA
	000000000000100814		YOPLAIT-OrigCocontCrmPieLFYogrt6#318	0.3999	1	EA
	000000000000101186		YOPLAIT-LtOrangCrmFtFrYogrt6oz#00641	0.3999	1	EA
	000000000000101438		YOPLAIT-StrwBananaFatFreeYgrt6oz#654	0.3999	1	EA
	000000000000102450		YoplaitBoysenberyLwftYogurt6oz#00309	0.3999	1	EA
	000000000000103841		KNOTT'S-ShortbreadCookies/2oz#59348	0.3999	1	EA
	000000000000104924		YoplaitWhipsKeyLmePieLFYogurt4oz#128	0.3999	1	EA
	000000000000105549		ASHER-XmasCndyCanePoleRed&Wht4oz#994	0.3999	1	EA
	000000000000106276		YOPLAIT-LtVeryCheryFFYogurt6oz#00653	0.3999	1	EA
	000000000000106431		YOPLAIT-LghtRaspChsecakeYogrt6#27106	0.3999	1	EA
	000000000000107338		NESTEA-Tea&LemonFlvrCandy/1.05#15050	0.3999	1	EA
	000000000000107648		JollyRancher-SourSoft&ChwyCndy2#52960	0.3999	1	EA
	000000000000108754		BOING-MangoJuiceDrink11.5ozCan#50002	0.3999	1	EA
	000000000000110596		MENTOS-MintCandy/14ct#60303	0.3999	1	EA
	000000000000111223		SEZAMSKI-SesameSnackBar/.95oz#74810	0.3999	1	EA
	000000000000112205		YOPLAIT-LtLemonCrmPieFFYogurt6oz#664	0.3999	1	EA
	000000000000112212		WELCHS-LemonadeDrink/11.5oz#39000	0.3999	1	EA
	000000000000113093		BOING-GuavaJuiceDrink/11.5oz#50003	0.3999	1	EA
	000000000000113097		BOING-TamarindJuiceBev/11.5Can#50007	0.3999	1	EA
	000000000000113098		BOING-PineappleFruitBev/11.5oz#50023	0.3999	1	EA
	000000000000113203		SunBirdFrdRiceHot&SpcySzechwnMx2#7230	0.3999	1	EA
	000000000000113951		Crys.Geyser-SpringWater/25.3oz#24772	0.3999	1	EA
	000000000000114341		BOING-StrawbryJuiceBev/11.5oz#50001	0.3999	1	EA
	000000000000114545		KingLeoXmasCndyStick/3.5&4oz#85613	0.3999	1	EA
	000000000000114623		YOPLAIT-LtBanCrmPieFtFrYogurt6oz#657	0.3999	1	EA
	000000000000114785		MENTOS-FruitCandy/14ct#60302	0.3999	1	EA
	000000000000114851		TROPICANA-100%JceRubyRedGrpfrt10#758	0.3999	1	EA
	000000000000118099		BOING-PeachFruitBev/11.5oz#50024	0.3999	1	EA
	000000000000118808		LulusCaramlFlanVanFlavr/4.5oz#82795	0.3999	1	EA
	000000000000119245		CountryStore-TaffyCandy/.75oz#01220	0.3999	1	EA
	000000000000120217		YOPLAIT-LtFtYogurt/Variety/6oz#364	0.3999	1	EA
	000000000000121294		ATKINS-CarbCtdwnRaspLwftYogrt6#11915	0.3999	1	EA
	000000000000125947		PATIO-Beef&BeanBurritoHot5oz#04256	0.3999	1	EA
	000000000000126019		PATIO-Beef&BeanBurritoMedm5oz#04255	0.3999	1	EA
	000000000000126166		MAGIC DIPS-GRAPE/#60200	0.3999	1	EA
	000000000000126172		PATIO-ChickenBurrito/5oz/#04261	0.3999	1	EA
	000000000000126175		PATIO-Bean&CheeseBurrito/5oz/#04260	0.3999	1	EA
	000000000000126177		PATIO-Beef&BeanBurritoMild/5oz#04257	0.3999	1	EA
	000000000000128966		DelValle-StrawbryNectar/11.3oz#5286	0.3999	1	EA
	000000000000131433		SuperSoft-BathTissue400ct/2ply#36540	0.3999	1	EA
	000000000000131603		LandOLakesNonFatYogrtBlubry6oz#63530	0.3999	1	EA
	000000000000132252		ROYAL-GelatinBlackCherry/.32oz#590	0.3999	1	EA
	000000000000132332		YOPLAIT-ThkCrmyYogrtRoyalRasp6oz#101	0.3999	1	EA
	000000000000132333		YOPLAIT-LtYogurtPeach&Cream6oz#18086	0.3999	1	EA
	000000000000133435		CandySourCrunch&Munch/1.169oz#79944	0.3999	1	EA
	000000000000134914		NewmansOwnDrkChocCupW/Caramel1.2#1054	0.3999	1	EA
	000000000000136482		REALEMON-LemonadeDrink/16oz#58238	0.3999	1	EA
	000000000000136874		ROSES-BathTissue400ct2plySnglPk#42146	0.3999	1	EA
	000000000000136989		DelValle-PineappleDrink/11.3oz#5356	0.3999	1	EA
	000000000000138488		FerraraPan-GrapeheadsCandy/2oz#00421	0.3999	1	EA
	000000000000138517		FerraraPan-CherryHeadCandy/2oz#00425	0.3999	1	EA
	000000000000138909		TooTartsSuckUpPopSourGrape.7oz#12774	0.3999	1	EA
	000000000000140478		YoplaitTrixWatermelonBurst4oz#17727	0.3999	1	EA
	000000000000140890		NorthPride-Corn/WholeKemel/7oz#7933	0.3999	1	EA
	000000000000143624		BackToNature-Cashews/1.5oz#00006	0.3999	1	EA
	000000000000143852		Yoplait-WhipsDulceDeLeche/4oz#19656	0.3999	1	EA
	000000000000144607		&&1JollyRancher-DbiBlastCndyAsst1.23#450	0.3999	1	EA
	000000000000144653		&&1NINTENDO-CandyJellyPops/Asst/#214	0.3999	1	EA
	000000000000144752		SKITTLES-ExtremeFrtGum/30pcs#14466	0.3999	1	EA
	000000000000145001		&&YOPLAIT-OriginalYogurtAsst6oz#17601	0.3999	1	EA
	000000000000145182		YOPLAIT-LtThkCrmyYogrtOmge6oz#18085	0.3999	1	EA
	000000000000145249		YOPLAIT-OrigLwFtGuavaYogurt6oz#17437	0.3999	1	EA
	000000000000146510		YoplaitOrigLFPassionFrtYogurt6oz#17438	0.3999	1	EA
	000000000000146714		ROCA-CashewBttrToffeeCndy.42#4760	0.3999	1	EA
	000000000000146753		&&1CapCandyMonsterGarageSpryAsst#11817	0.3999	1	EA

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00000000000014	J	CapCandyBugFactorLollipop#11815or12489	0.3999	1	EA
000000000000146771		CapCandyKryptoniteSuperman/.48z#12416	0.3999	1	EA
000000000000147608		PEEPS-ValenMarshmallw/Heart/2ct#56146	0.3999	1	EA
000000000000148081		BARRILITOS-TangerinSoda13.5oz#11211	0.3999	1	EA
000000000000148166		AYLMER-SlicedCarrots/8oz#47122	0.3999	1	EA
000000000000148377		&&1SofaSurpriseCandy/.71oz/Asst#12050	0.3999	1	EA
000000000000149642		YOPLAIT-LtThckCrmYMixBryYogrt6#18484	0.3999	1	EA
000000000000150140		&&&JollyRancher-CraynCndyAsst1.2oz#1003	0.3999	1	EA
000000000000154532		SPREE-ChewyCandy/1.7oz/Bag#87244	0.3999	1	EA
000000000000154654		LALA-AppleLowFatYogurt9oz#00010	0.3999	1	EA
000000000000154666		LALA-LtNFYogurt/Mango/6oz#00112	0.3999	1	EA
000000000000156318		&&&FerraraPan-AsstComboCandy/PP\$.50#507	0.3999	1	EA
000000000000156898		WinnDixie-SmWholeWhtPotatoes8oz#2120	0.3999	1	EA
000000000000157268		CADBURY-ValenDbleChocBar/1.1oz#1225	0.3999	1	EA
000000000000157452		MilkNCerealHnyNutCheerioBar1.4oz#10572	0.3999	1	EA
000000000000157585		SportsIllus-08CalendrSwimsuit#(8012)	0.3999	1	EA
000000000000158293		YoplaitPlusPomCranRaspYogrt6oz#50477	0.3999	1	EA
000000000000158387		CRUNCH-EasterCaramelCrmEgg1.1oz#2248	0.3999	1	EA
000000000000159770		CALIFORNIA-SlicedCarrots/8.5oz#24787	0.3999	1	EA
000000000000159772		CALIFORNIA-MixedVegetables8.25#24737	0.3999	1	EA
000000000000159773		CALIFORNIA-Peas&Carrots/8.5oz#24789	0.3999	1	EA
000000000000159828		Crys.Geyser-SpringWater/23.6oz#24750	0.3999	1	EA
000000000000160318		AYLMER-WholeKemelCorn/7oz/#49136	0.3999	1	EA
000000000000160566		BUGLES-CornSnack/Caramel/1.4oz#16655	0.3999	1	EA
000000000000160865		3Musketees-ChocBrownieBar1.26#26906	0.3999	1	EA
000000000000160867		GenerationMax-SnickrsClstr/1.06oz	0.3999	1	EA
000000000000160868		GenerationMax-TwixCluster/1.06oz#	0.3999	1	EA
000000000000160869		GenerationMax-AsstSncks1.06oz#26927	0.3999	1	EA
000000000000161593		G.E.-LightBulbSoftWhite/60wt/#15680	0.3999	1	EA
000000000000161995		Royal-InstntPuddngVan1.51&1.85oz#940	0.3999	1	EA
000000000000161996		RoyalInstPuddingMixChoc2.02&1.7#942	0.3999	1	EA
000000000000161997		ROYAL-Pudding/Dark&SweetChoc/1.7oz#944	0.3999	1	EA
000000000000161998		Royal-InstPuddingMixBananaAsstOz#945	0.3999	1	EA
000000000000161999		Royal-InstPuddingButrsctchAsstOz#947	0.3999	1	EA
000000000000162001		Royal-PuddingPistachio1.5&1.85oz#948	0.3999	1	EA
000000000000162010		Royal-GelatinMix/Orange/1.4oz/#01041	0.3999	1	EA
000000000000162012		Royal-GelatinMix/Strwbry/1.4oz#01042	0.3999	1	EA
000000000000162014		Royal-GelatinStrawbBanana1.4oz#1043	0.3999	1	EA
000000000000162016		Royal-GelatinMix/Cherry/1.4oz/#01044	0.3999	1	EA
000000000000162017		Royal-GelatinMix/Raspbry/1.4oz/#1045	0.3999	1	EA
000000000000162019		Royal-Gelatin/Blackberry/1.4oz#01046	0.3999	1	EA
000000000000162020		Royal-GelatinMix/Lime/1.4oz/#01047	0.3999	1	EA
000000000000164656		SouthernHomeChiliSeasonMix/1oz#16708	0.3999	1	EA
000000000000164658		SouthernHome-SloppyJoeMx1.25oz#16720	0.3999	1	EA
000000000000164662		FLAVORITE-EnchiladaSeasonMx1.25oz#145	0.3999	1	EA
000000000000164663		FLAVORITE-BeefStroganoffMx/1.25oz#140	0.3999	1	EA
000000000000164699		Margaritas3LayerGelRdWhtGrn5oz#30405	0.3999	1	EA
000000000000164700		Margaritas-StrawCrmNGel/5.5oz#30805	0.3999	1	EA
000000000000164701		Margaritas-MangoW/PeachGel/5.5oz#309	0.3999	1	EA
000000000000164726		FLAVORITE-MeatballSeasonin.75oz#144	0.3999	1	EA
000000000000165802		PowerIceFrozenHydratorLime/1.7oz#46	0.3999	1	EA
000000000000165804		PowerIceFrozenHydratrOrange1.7oz#47	0.3999	1	EA
000000000000165858		DISNEY-HiSchlMusicChocCoin1.1oz#28032	0.3999	1	EA
000000000000166180		CoolCleanBathTissueCapri/250ct#93390	0.3999	1	EA
000000000000167598		PEEPS-XmasMarshmlw/"JOY"1.125oz#562	0.3999	1	EA
000000000000169398		PowerBar-GelEnrgyChewsCola2.12oz#92200	0.3999	1	EA
000000000000169606		HEINZ-SoWestStylChipotleSce1.8oz#374	0.3999	1	EA
000000000000169622		NECCO-TinyJellyBeans/1oz#01461	0.3999	1	EA
000000000000169728		DelMonte-FrtCupDicePchlSyrup4oz#57485	0.3999	1	EA
000000000000169770		OceanSpray-JceDrinkCranrgyLift10oz#219	0.3999	1	EA
000000000000170018		JuiceBowl-FrtPunchJcDrnk11.5oz#90065	0.3999	1	EA
000000000000170019		JuiceBowl-StrwKiwiJcDrnk11.5oz#90390	0.3999	1	EA
000000000000170020		JuiceBowl-PineapOrngeJce11.5oz#90063	0.3999	1	EA
000000000000170023		JuiceBowl-GrapeJceDrink/11.5oz#90064	0.3999	1	EA
000000000000170118		BOING-NaranjaJuiceBevrg11.5Can#50004	0.3999	1	EA
000000000000170119		BOING-FruitJuiceManzana11.5Can#50030	0.3999	1	EA
000000000000170120		BOING-GuanabanaJuiceBev11.5Can#50008	0.3999	1	EA

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00000000000017	NISSIN-CupNoodlesPremShrimp2.47oz#43004	0.3999	1	EA
000000000000170366	PARROT-MixdFruitDrnk/10.48oz#19190	0.3999	1	EA
000000000000170367	PARROT-MangoDrink/10.48oz#19196	0.3999	1	EA
000000000000170368	PARROT-SoyDrink/10.48oz#19186	0.3999	1	EA
000000000000171057	SerorRico-VanillaGelatin/5oz#11014	0.3999	1	EA
000000000000171058	SenorRico-MexicanStyleGel5.5oz#11017	0.3999	1	EA
000000000000171381	Jerseymaid-LFBoysenbryYogurt6oz#9366	0.3999	1	EA
000000000000171471	MorningSelect-StrawLFYogurt/7oz#7003	0.3999	1	EA
000000000000171647	WELCHS-NaturalsFrtPunch/11.5oz#30038	0.3999	1	EA
000000000000171648	WELCHS-NaturalsBerryJce/11.5oz#30039	0.3999	1	EA
000000000000171752	DiamondStar-KernelCorn/8oz#30028	0.3999	1	EA
000000000000172194	EMERALD-DryRoastedPeanuts/5oz#84304	0.3999	1	EA
000000000000172257	ANGELICA-3LayerGelRedWhtGrn5.5oz#6464	0.3999	1	EA
000000000000172342	SoftTouch-BathTissue400ct/2Ply#00448	0.3999	1	EA
000000000000172783	GERBER-Baby100%JceApplBana/4oz#02109	0.3999	1	EA
000000000000172784	GERBER-100%BabyJce/MixFruit4oz#02108	0.3999	1	EA
000000000000172785	GERBER-100%BabyJce/Orange/4oz#02100	0.3999	1	EA
000000000000172841	GOYA-VegetblJceCocktail8ozCan#02729	0.3999	1	EA
000000000000173275	WELCHS-Nat50%JcDrnkBrrySld10oz#30015	0.3999	1	EA
000000000000173276	WELCHS-NatFrtDrnkBlubryGrpe10oz#3001	0.3999	1	EA
000000000000173278	WELCHS-NaturlPchPearDrnk11.5oz#30040	0.3999	1	EA
000000000000173541	FOREMOST-StrawberyLFYogurt8oz#20172	0.3999	1	EA
000000000000173542	FOREMOST-Straw/BanYogurt/8oz#20180	0.3999	1	EA
000000000000173964	ARROWHEAD-SprklWaterVarFlv16.9oz#440	0.3999	1	EA
000000000000173969	SNAPPLE-100%JcOrngeMango11.5oz#12651	0.3999	1	EA
000000000000174082	WELCHS-100%JcOrangeFusion5.5oz#30013	0.3999	1	EA
000000000000174086	&&YOPLAIT-AsstOrigYogurtDisp/6oz#68372	0.3999	1	EA
000000000000174125	DANNON-CaramlClassclFYogurt6oz#03678	0.3999	1	EA
000000000000174218	KNOTTSS-ShrtBrdCookieRasp/2oz#59635	0.3999	1	EA
000000000000174219	KNOTTSS-ShortBreadCookiStrw/2oz#59561	0.3999	1	EA
000000000000174329	DANNON-LtNFitBananaNFYogurt6oz#03691	0.3999	1	EA
000000000000174397	AltaDenaRaspbryBlndLFYogurt8oz#22960	0.3999	1	EA
000000000000174399	AltaDenaBlkChryFOBNFYogurt8oz#25130	0.3999	1	EA
000000000000174400	AltaDenaPeachFOBNofFYogurt8oz#25170	0.3999	1	EA
000000000000174401	AltaDenaRaspbryFOBNFYogurt/8oz#25160	0.3999	1	EA
000000000000174402	AltaDena-StrawFOBNofFYogurt8oz#25190	0.3999	1	EA
000000000000174404	AltaDena-WildBrryFOBNofFYogurt8oz#25140	0.3999	1	EA
000000000000174406	AltaDena-VanillaNonfatYogurt8oz#25200	0.3999	1	EA
000000000000174407	AltaDena-LemonFOBNofFYogurt8oz#25120	0.3999	1	EA
000000000000174439	YoplaitFFPrfritVanYgrtWGrn6oz#41059	0.3999	1	EA
000000000000174444	AmerGardenIodizedTableSalt26oz#50475	0.3999	1	EA
000000000000174561	MinuteMaid-100%JceFrtPunch/10oz#5686	0.3999	1	EA
000000000000174562	MinuteMaid-100%JceMixBerry/10oz#5687	0.3999	1	EA
000000000000174563	MinuteMaid-100%Juice/Apple/10oz#5684	0.3999	1	EA
000000000000174725	AmericanClassicIodizedSalt26oz#08371	0.3999	1	EA
000000000000175028	YOPLAIT-OrgnlCoffeelFYogurt6oz#27839	0.3999	1	EA
000000000000175052	YOPLAIT-OrgnlPearLFYogurt6oz#27838	0.3999	1	EA
000000000000175510	&&1JelleyBrown-GelatinaDeLeche5.5oz#	0.3999	1	EA
000000000000176070	Activia-StrawberyLwftYogurt6oz#03681	0.3999	1	EA
000000000000176071	Activia-VanillaLowfatYogurt6oz#03682	0.3999	1	EA
000000000000176072	Activia-MixedBerryLFYogurt/6oz#03684	0.3999	1	EA
000000000000176073	Activia-LightStrawbryYogurt6oz#03686	0.3999	1	EA
000000000000176074	Activia-LightVanNonfYogurt6oz#03687	0.3999	1	EA
000000000000176777	Dannon-LNFCaramelDelghtYogrt6oz#3528	0.3999	1	EA
000000000000177192	HELLMANN'S-MayonnaiseCapDown9oz#2581	0.3999	1	EA
000000000000177402	WelchsNaturlJcDrnkFrtPunch10oz#30014	0.3999	1	EA
000000000000177403	WELCHS-Nat50%JcePeach/10oz#30016	0.3999	1	EA
000000000000177863	JelleyBrownGelatinaDeCubito5.5oz#34553	0.3999	1	EA
000000000000178259	AltaDena-BluebryFOBNFYogurt6oz#25155	0.3999	1	EA
000000000000178962	LUCERNE-LowfatStrawYogurt/6oz#07860	0.3999	1	EA
000000000000179257	YOPLAIT-StrwPchBluebryYogurt6oz#27499	0.3999	1	EA
000000000000179338	DiamondStar-KernelCornlnWater8oz@209	0.3999	1	EA
000000000000179452	LIBBYS-KernelSweetCorn/8.75oz#01364	0.3999	1	EA
000000000000179453	LIBBYS-MixedVegetables/8.5oz#01380	0.3999	1	EA
000000000000179792	WELCHS-RubyRedGrapefruit11.5oz#33300	0.3999	1	EA
000000000000180086	YOPLAIT-LtFFStrwBluPchYogrt6oz#27599	0.3999	1	EA
000000000000181578	WeighttWatchers-ChocRaspbYog6oz#02001	0.3999	1	EA

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000000000000187	SNAPPLE-100%JceDrnkFrtPnch11.5#12652	0.3999	1 EA
000000000000182	SauceClasicChicknGravyMix1oz05287813	0.3999	1 EA
000000000000183896	CALIFORNIA-WholeKernelCorn/7oz#24838	0.3999	1 EA
000000000000184044	Athenos-GreekStrainHnyYogrt5.3oz#025	0.3999	1 EA
000000000000184268	ATHENOS-GreekNFPeachYogrt5.3#254263	0.3999	1 EA
000000000000184269	ATHENOS-GreekStrawNFYogrt5.3#254273	0.3999	1 EA
000000000000184270	Athenos-GrkBlubryNFYogrt5.3oz#254283	0.3999	1 EA
000000000000184976	LasCampanas-RedHotBfBurrito4oz#13015	0.3999	1 EA
000000000000184977	LasCampanas-Beef&BeanBurrito4oz#13025	0.3999	1 EA
000000000000184978	LasCampanasBf&BnGmChiliBrto4oz#13035	0.3999	1 EA
000000000000184979	LasCampanas-Bean&ChseBurrito4oz#13045	0.3999	1 EA
000000000000184980	LasCampanas-Bf&BnChimichanga4oz#13124	0.3999	1 EA
000000000000186413	OceanSpray100%JuiceCmbry&Pom10oz#71	0.3999	1 EA
000000000000186780	AmericanBasics-StrawLFYogurt6oz#00658	0.3999	1 EA
000000000000186781	AmericanBasics-PeachLFYogurt6oz#00659	0.3999	1 EA
000000000000186782	AmericanBasics-VanllaLFYogurt6oz#0652	0.3999	1 EA
000000000000187078	SUN BIRD-StirFrySeasoning/.75oz	0.3999	1 EA
000000000000187316	Ferrara-LemonHeadsCandy/2.35oz	0.3999	1 EA
000000000000187317	Ferrara-BostonBeansCandy/2.2oz	0.3999	1 EA
000000000000187593	DANNON-LINFitCherryNFYogurt6oz#03524	0.3999	1 EA
000000000000187691	REYNALDOS-Bean&ChseBurrito/5oz#00025	0.3999	1 EA
000000000000187692	REYNALDOS-Beef&PotatoBurrito5oz#00022	0.3999	1 EA
000000000000187693	REYNALDOS-RED HOT BURRITO/5oz#00024	0.3999	1 EA
000000000000187694	Reynaldos-Green Burritos5oz#00021	0.3999	1 EA
000000000000187696	REYNALDOS-Beef&BeanBurrito5oz#00023	0.3999	1 EA
000000000000187947	ActiviaStrawLFGanolaYogurt6oz#03208	0.3999	1 EA
000000000000187949	ActiviaVanllaLFGanolaYogurt6oz#3209	0.3999	1 EA
000000000000187951	ActiviaPeachLFGanolaYogurt6oz#03210	0.3999	1 EA
000000000000187952	ActiviaMixBerryLFGanolaYogurt6oz#3211	0.3999	1 EA
000000000000189230	BREYERS-LtStrwBanSpltYogurt6oz#12052	0.3999	1 EA
000000000000189936	YOPLAIT-6oz#070470504858	0.3999	1 EA
000000000000189985	BigQualityBathTissue2Ply/400ct#10037	0.3999	1 EA
000000000000193020	SpiceClassCravyMix/05274013	0.3999	1 EA
000000000000193022	MCCormickTurkeyGravy.75oz/05287910	0.3999	1 EA
000000000000193401	LUCERNE-YogurtVanLowfat/6oz<<<07862	0.3999	1 EA
000000000000193402	LUCERNE-YogurtPlainFatFree/6oz<07872	0.3999	1 EA
000000000000193405	LUCERNE-YogurtLghtKeylime/6oz<07893	0.3999	1 EA
000000000000193406	LUCERNE-YogurtLghtStrw/Ban/6oz07894	0.3999	1 EA
000000000000193407	Lucerne-YogurtGreekVanNF6oz#07925	0.3999	1 EA
000000000000193410	LUCERNE-YogurtBlackChrryFF/6oz<07910	0.3999	1 EA
000000000000193411	LUCERNE-YogurtVanilla/6oz#07862	0.3999	1 EA
000000000000193414	JERSEYMAID-YogurtVanLowfat/6oz<09367	0.3999	1 EA
000000000000502691	MAGGI-ChicknSoupMixSnail2.11oz#51310	0.3999	1 EA
000000000000505067	NARBLES-ChewyFrtSlammerCndy2.17z#560	0.3999	1 EA
000000000000505512	ROYAL-GelatinMix/Raspbrry2.75oz/#00372	0.3999	1 EA
000000000000505513	ROYAL-GelatinMix/Cherry/2.75oz#00373	0.3999	1 EA
000000000000505514	ROYAL-GelatinMixBlackberry2.75oz#374	0.3999	1 EA
000000000000505515	ROYAL-GelatinMix/Lemon/2.75oz#376	0.3999	1 EA
000000000000505516	ROYAL-PuddingDrkNSweet/3.62oz/#00330	0.3999	1 EA
000000000000505517	ROYAL-PuddingMix/Choc/3.62oz/#00331	0.3999	1 EA
000000000000505518	ROYAL-Pudding/Vanilla/3.125oz/#00332	0.3999	1 EA
000000000000505519	ROYAL-PuddingBtrScch/3.125oz#00313	0.3999	1 EA
000000000000505520	ROYAL-PuddingMix/Pistachio3.125#335	0.3999	1 EA
000000000000505521	ROYAL-Pudding/Lemon/3.125oz/#00338	0.3999	1 EA
000000000000508031	HONEYBUNS W/WHITE ICING/3oz/#(51912)	0.3999	1 EA
000000000000509479	BUGLES-CornChpSnkNachoFlv1.5oz#11332	0.3999	1 EA
000000000000509496	BUGLES-CornChipSnackOrig/1.5oz#36810	0.3999	1 EA
000000000000515857	MagicalKrystal-RingsW/Candy/7.1oz#6	0.3999	1 EA
000000000000515858	CompetitionGymNastyLollipop/4.23oz#2	0.3999	1 EA
000000000000516095	ROCKHEADS CANDY-CHOCOLATE/#61300	0.3999	1 EA
000000000000516766	PopRocksLollipopNplayStrawb/.31oz#643	0.3999	1 EA
000000000000517370	BARRILITOS-PeachSoda/13.52oz/#07251	0.3999	1 EA
000000000000517375	BARRILITOS-TropPunchSoda13.52oz#2211	0.3999	1 EA
000000000000517377	DelValle-StrwBanNectar11.3&11.25#5591	0.3999	1 EA
000000000000517378	DelValle-GuavaNectarDrnk11.25oz#5300	0.3999	1 EA
000000000000517379	DelValle-PeachNectar11.3&11.25#5284	0.3999	1 EA
000000000000517380	DelValle-MangoNectar11.25or11.3#5308	0.3999	1 EA

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000000000000052	DelValle-ApricotNectar/11.3&11.25#5684	0.3999	1	EA
0000000000000520389	DelValle-AppleNectar/11.3oz#05681	0.3999	1	EA
0000000000000525114	CRAYOLA-DipPopCandyStraw/.65oz#32030	0.3999	1	EA
0000000000000527324	&&&TWIZZLERS-JollyRancherCndyDisp#10882	0.3999	1	EA
0000000000000529400	&&&Mike&lke/HotTamalesCndyAsstDisp#9	0.3999	1	EA
0000000000000532724	REGENT-ChewyCandyStickGrape/40gm#306	0.3999	1	EA
0000000000000532725	REGENT-ChewyCandyStickStraw/40gm#304	0.3999	1	EA
0000000000000534565	&&&LollipopCandyWithLightAsst/1oz#11101	0.3999	1	EA
0000000000000538703	CapCandy-BugFactorGutz#12516/12480	0.3999	1	EA
0000000000000541658	CaribouVanilLatteCoffeBar1.2oz#16876	0.3999	1	EA
0000000000000542339	CADBURY-EasterBunny/1.1oz/#01236	0.3999	1	EA
0000000000000543670	GARDETTO'S-SnckMxOriginal1.65#11189	0.3999	1	EA
0000000000000543959	3MusketeerChocSmoreBrwnBar1.26#26908	0.3999	1	EA
0000000000000544202	PacificOrgSoupRoastRedPeppr&Tom8oz#4	0.3999	1	EA
0000000000000545011	ROYAL-GelatinMixMangoFlvr/2.75oz#381	0.3999	1	EA
0000000000000545012	ROYAL-GelatinMixTropFrtFlvr/2.75oz#385	0.3999	1	EA
0000000000000545018	ROYAL-Pudding&PieFillMix/Choc2.1oz#8334	0.3999	1	EA
0000000000000545019	ROYAL-Pudding&PieFillMix/Vnilla1.7#8335	0.3999	1	EA
0000000000000545022	ROYAL-FlanDessertMix/1.9oz#00302	0.3999	1	EA
0000000000000545023	ROYAL-PieFillMixChesecakeFlav3.8#421	0.3999	1	EA
0000000000000546364	&&1McCORMICK-BrwnTurkeyGrv0.87Disp#9	0.3999	1	EA
0000000000000548786	MAGGI-CreamyMushrmSoupMx2.29oz#47613	0.3999	1	EA
0000000000000549719	OceanSpray-JceDrnkLiftCranergy10oz#210	0.3999	1	EA
0000000000000549935	ROYAL-ReducCalGelatinMixOrange.32oz#563	0.3999	1	EA
0000000000000549956	MTF-Puddng&PieFillMixBtrScotch3oz#32620	0.3999	1	EA
0000000000000549957	MTF-TapiocaPuddingMix/Vnilla2.75oz#32624	0.3999	1	EA
0000000000000549962	MTF-Pudding&PieFillMixChoc3.13oz#33004	0.3999	1	EA
0000000000000549964	MTF-Pudding&PieFillMixLemon2.75oz#33012	0.3999	1	EA
0000000000000550127	SNAPPLE-JceDrnkFrtPunch11.5oz#12372	0.3999	1	EA
0000000000000550735	SWANSON-ChicknSaladSeason/.5oz#72900	0.3999	1	EA
0000000000000550736	SWANSON-BBQChcknSaladSeason/.5oz#72901	0.3999	1	EA
0000000000000550737	SWANSON-CaesarSaladSeason/.5oz#72902	0.3999	1	EA
0000000000000550738	B.Crocker-BrownGravyMix/.875oz#32010	0.3999	1	EA
0000000000000550739	B.Crocker-ChickenGravyMix/1oz#32015	0.3999	1	EA
0000000000000550740	BISQUICK-BiscuitGravyMix/2.5oz#32000	0.3999	1	EA
0000000000000550741	BISQUICK-BiscuitSausgGravyMx2.5oz#32005	0.3999	1	EA
0000000000000551267	BUGLES-ChocPnutBtrSnck/1.25oz#34884	0.3999	1	EA
0000000000000551273	McCormick-TurkeyGravy/0.87oz#09030	0.3999	1	EA
0000000000000551548	EMERALD-DryRoastedPnuts/1.75oz#84317	0.3999	1	EA
0000000000000551553	EMERALD-ChipotlePeanuts/.5oz#84744	0.3999	1	EA
0000000000000551555	EMERALD-WasabiPeanuts/.05oz#68000	0.3999	1	EA
0000000000000551565	EMERALD-OldFashHnyRstPnts1.5oz#84817	0.3999	1	EA
0000000000000552158	GERBER-Baby100%JceApplChrry4oz#02105	0.3999	1	EA
0000000000000554991	HELLMANN'S-LightMayo/9ozCapDown#02582	0.3999	1	EA
0000000000000555961	Activia-CherryLowftYogurt6oz#03685	0.3999	1	EA
0000000000000555962	Activia-LightBluebryYogurt6oz#03688	0.3999	1	EA
0000000000000555963	Activia-PeachLowfatYogurt/6oz#03683	0.3999	1	EA
0000000000000556333	YORK-100CalPeppermntBar.67oz#24938	0.3999	1	EA
0000000000000558416	CHEX-SnackMxSimplStrawYogur1.2#14502	0.3999	1	EA
0000000000000559497	HUNTS-TomatoSauce/Disp8oz#39166	0.3999	1	EA
0000000000000560332	SNAPPLE-100%JcedDrinkGrape11.5#12653	0.3999	1	EA
0000000000000560686	GERBER-100%JceF/BabyWhtGrape4oz#2102	0.3999	1	EA
0000000000000560688	GERBER-Baby100%Juice/Pear/4oz#2114	0.3999	1	EA
0000000000000566280	MAGGI-PastaSoupMixBfflvr2.11oz#51651	0.3999	1	EA
0000000000000566451	MAGGI-ChickenSoupMixNdle2.11oz#51043	0.3999	1	EA
0000000000000601950	YOPLAIT-OrigBluebryYogurt6oz<<<63859	0.3999	1	EA
0000000000000601951	YOPLAIT-VanillaYogurt/6oz<<<63862	0.3999	1	EA
0000000000000601952	YOPLAIT-LightBluebryYogurt6oz<<65277	0.3999	1	EA
0000000000000602046	MinuteMaid-100%JuiceGrape/10oz#05322	0.3999	1	EA
0000000000000603749	MountainHigh-NatLemonYogurt6oz#00150	0.3999	1	EA
0000000000000603750	MountainHighNatLFBerryYogurt6oz#0154	0.3999	1	EA
0000000000000603751	MountainHighNatLFBbluebryYogr6oz#155	0.3999	1	EA
0000000000000603752	MountainHigh-NatLFBVanYogurt6oz#00157	0.3999	1	EA
0000000000000604429	DANNON-GreekYugurtVanilla/5.3oz<<<	0.3999	1	EA
0000000000000604430	DANNON-GreekYogurtPlain/5.3oz<<<	0.3999	1	EA
0000000000000604969	Yoplait-OrigChryRaspbYogurt6oz<43015	0.3999	1	EA
0000000000000605270	MountainHigh-StrawYogurt/6oz#00151	0.3999	1	EA

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	000000000000061	1 MountainHigh-ClssclFRaspYogurt6#0152	0.3999	1 EA
	0000000000000605274	MountainHigh-BlckchryYogurt6oz#00156	0.3999	1 EA
	0000000000000605411	Activia-SelectFrBlackbryYogurt6#02799	0.3999	1 EA
	0000000000000605412	Activia-SelectFrMangoYogurt6oz#02801	0.3999	1 EA
	0000000000000605413	Activia-SelectFrPineappleYogurt6#2802	0.3999	1 EA
	0000000000000605414	Activia-SelectFrChrryYogurt6oz#02800	0.3999	1 EA
	0000000000000605415	Activia-SelectYogurtFrMixBry6#2804	0.3999	1 EA
	0000000000000605416	Activia-SelectYogurtFrStraw6oz#60194	0.3999	1 EA
	0000000000000605418	Activia-SelectGrkPomBryYogrt6#02796	0.3999	1 EA
	0000000000000605889	Yoplait-OrigPeachLFYogurt/6oz<16114	0.3999	1 EA
	0000000000000605901	Yoplait-LightVanillaYogurt/6oz<16111	0.3999	1 EA
	0000000000000606693	Cheetos-Crunchy/1.25oz/@@08765	0.3999	1 EA
	0000000000000606694	Cheetos-CrunchyHot/1.25oz/@@08766	0.3999	1 EA
	0000000000000606695	DORITOS-CoolRanchChips1.25oz/@@08767	0.3999	1 EA
	0000000000000606696	DORITOS-NachoCheese/1.25oz/@@08768	0.3999	1 EA
	0000000000000606697	Chester's-HotFries/1oz/@@08769	0.3999	1 EA
	0000000000000606698	Funyuns-Regular/1.875oz/@@08770	0.3999	1 EA
	0000000000000606701	Chester's-HotPopcorn/1oz/@@00225	0.3999	1 EA
	0000000000000606702	DORITOS-FlamasTortillaChp1.25oz@362	0.3999	1 EA
	0000000000000606704	DORITOS-TapatioChips/1.25oz/@@00363	0.3999	1 EA
	0000000000000606706	FRITOS-TurbosFlamasChips1.25oz@00365	0.3999	1 EA
	0000000000000606708	RUFFLES-QuesoPotatoChips/1oz/@@00370	0.3999	1 EA
	0000000000000606710	RUFFLES-TapatioLimonChips/1oz@00371	0.3999	1 EA
	0000000000000606711	Cheetos-CrunchHotLimon/1.25oz@00372	0.3999	1 EA
	0000000000000606712	Funyuns-FlaminHot/0.875oz/@@00377	0.3999	1 EA
	0000000000000606713	FRITOS-CornChips/1.25oz/@@08756	0.3999	1 EA
	0000000000000606714	LAYS-PotatoChips/1.25oz/@@08758	0.3999	1 EA
	0000000000000606715	LAYS-BBQPotatoChips/1.25oz/@@08759	0.3999	1 EA
	0000000000000606716	Cheetos-JumboPuffs/1oz/@@08761	0.3999	1 EA
	0000000000000606717	RUFFLES-Cheddr&SourCrmChip/1oz@08764	0.3999	1 EA
	0000000000000607380	Athenos-GrkYogurtBlckChrry/5.3oz#011	0.3999	1 EA
	0000000000000607381	Athenos-GreekYogrtPineapple5.3#0300	0.3999	1 EA
	0000000000000607442	Lucerne-YogurtBluebryLowft/6oz#07863	0.3999	1 EA
	0000000000000607443	Lucerne-LghtYogurtPeachFF/6oz#07887	0.3999	1 EA
	0000000000000607445	Lucerne-LghtYogurtBluebryFF6oz#07886	0.3999	1 EA
	0000000000000607446	Lucerne-GreekYogurtHoneyNF/6oz#07919	0.3999	1 EA
	0000000000000607447	Lucerne-GreekYogurtStrawNF/6oz#07926	0.3999	1 EA
	0000000000000607449	TMK-LFYogurtMarionberry/6oz#40004	0.3999	1 EA
	0000000000000607460	Lucerne-YogurtPeachLF6oz<07906	0.3999	1 EA
	0000000000000607507	Borden-YogurtBlendStraw/4oz/#01069	0.3999	1 EA
	0000000000000607508	Borden-YogurtBlendStrawBan/4oz<01070	0.3999	1 EA
	0000000000000607509	Borden-YogurtBlendChrryVan/4oz#01072	0.3999	1 EA
	0000000000000607511	Borden-YogurtBlendPeach/4oz<<01071	0.3999	1 EA
	0000000000000607677	GARDETOS-SnackMix/Orig/1.75oz#11178	0.3999	1 EA
	0000000000000607997	Lucerne-YogurtLemonChifonFF6oz<07895	0.3999	1 EA
	0000000000000607998	Lucerne-YogurtLiStraw/BanFF6oz<07918	0.3999	1 EA
	0000000000000608026	Lala-LightStrawberryYogurt/6oz#0110	0.3999	1 EA
	0000000000000608981	LeJardin-FrYogurtDulceVan/6oz#00300	0.3999	1 EA
	0000000000000608982	LeJardin-FrYogurtZestyLemn/6oz#00301	0.3999	1 EA
	0000000000000608983	LeJardin-FrYogurtSweetHony/6oz#00302	0.3999	1 EA
	0000000000000608984	LeJardin-FrYogurtPinkCandy/6oz#00303	0.3999	1 EA
	0000000000000608985	LeJardin-FrYogurtBananSplit6oz#00304	0.3999	1 EA
	0000000000000610258	Activia-FrenchYogurtAsst/6oz<<60154	0.3999	1 EA
	0000000000000610259	Activia-FrenchYogurtAsst/6oz<<60155	0.3999	1 EA
	0000000000000610262	Activia-ParfaitYogurtStraw 8oz#55266	0.3999	1 EA
	0000000000000611098	YoplaitGrkStrwBluePchYogurt6oz<4065	0.3999	1 EA
	0000000000000611261	Activia-SelectGrkYogurtBlue6oz<60152	0.3999	1 EA
	0000000000000611262	Activia-StrawParfaitYogurt/8oz<55394	0.3999	1 EA
	0000000000000611263	Dannon-LNFLemnChiffonNFYogurt6oz#662	0.3999	1 EA
	0000000000000611264	Dannon-LNFOrchardPearYogurt6oz#03527	0.3999	1 EA
	0000000000000611364	BlueBunny-LtBlckbryCrmYogurt6oz#1001	0.3999	1 EA
	0000000000000611452	Yoplait-OrigFrVanLFYogurt/6oz#40975	0.3999	1 EA
	0000000000000611453	Yoplait-LightVeryVanYogurt/6oz#45382	0.3999	1 EA
	0000000000000611483	Lucerne-StrawbryLightYogurt6oz#07888	0.3999	1 EA
	0000000000000611484	Lucerne-LghtYogurtMixBryFF6oz#07890	0.3999	1 EA
	0000000000000611485	Lucerne-GrkYogurtBluberryNF6oz#07915	0.3999	1 EA
	0000000000000611641	FRITOS-HnyBBQTwistChips/1.25oz#375	0.3999	1 EA

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	000000000000612105	2 FRITOS-ChiliCheeseChips/1.25oz/#374	0.3999	1 EA
	000000000000612106	BlueBunny-LtBlkCherryYogurt6oz#01005	0.3999	1 EA
	000000000000612107	BlueBunny-LtBluebryYogurt6oz#01004	0.3999	1 EA
	000000000000612108	BlueBunny-LtCherryVanYogurt6oz#01008	0.3999	1 EA
	000000000000612109	BlueBunny-LtPeachPassYogurt6oz#01002	0.3999	1 EA
	000000000000612110	BlueBunny-LtRaspberryYogurt6oz#01006	0.3999	1 EA
	000000000000612121	BlueBunny-LtStrawVanYogurt6oz#01010	0.3999	1 EA
	000000000000612234	Activia-GreekYogurtStrawbry6oz<60193	0.3999	1 EA
	000000000000612235	Activia-GreekYogurtVanilla/6oz<60130	0.3999	1 EA
	000000000000612237	Activia-GreekYogurtPomBerry6oz<60151	0.3999	1 EA
	000000000000612238	Activia-FrenchBickbryYogurt6oz<26015	0.3999	1 EA
	000000000000612239	Activia-FrPineappleYogurt6oz<60156	0.3999	1 EA
	000000000000612998	Yoplait-VivantCitrusGmTea/6oz#40976	0.3999	1 EA
	000000000000612999	Yoplait-VivantPomGmTeaYgrt6oz#40977	0.3999	1 EA
	000000000000613000	Yoplait-VivantRaspWhiteTea/6oz#40979	0.3999	1 EA
	000000000000613032	Yoplait-VivantPchGmTeaYgrt6oz#40978	0.3999	1 EA
	000000000000613265	Yoplait-RaspberryYogurt/6oz<<<01520	0.3999	1 EA
	000000000000613729	Dannon-LNFStrwBluePchYogurt6oz#00219	0.3999	1 EA
	000000000000613747	Dannon-YogurtOrangeBliss 6oz#03697	0.3999	1 EA
	000000000000613904	Yoplait-LactoseFreeYogurt/6oz<45725	0.3999	1 EA
	000000000000614629	Cheetos-XXtraFlaminHotChsSnck1.25oz@	0.3999	1 EA
	000000000000614726	Dannon-LNFStrwChsckYogurt6oz#03696	0.3999	1 EA
	000000000000614890	Yoplait-StrawbryPeachYogurt4oz#41623	0.3999	1 EA
	000000000000615128	DannonLtNFItBlackbryPieYogurt6oz#668	0.3999	1 EA
	000000000000615583	Yo-CrunchRaspW/GranlaYogurt6oz#00020	0.3999	1 EA
	000000000000615585	Yo-CrunchStrawW/M&M'sYogurt6oz#00083	0.3999	1 EA
	000000000000615677	WeightWatchersGeorgiaPchPieYgrt6#339	0.3999	1 EA
	000000000000615678	MinuteMaid-100%AppleJce/10oz#05676	0.3999	1 EA
	000000000000615718	RussellStovrMlkChocBrwnieEgg1oz#9311	0.3999	1 EA
	000000000000616160	WeightWatchersNwYorkChsckYgrt6#338	0.3999	1 EA
	000000000000616191	WeightWatchers-YgrtTexPcanPie6#00342	0.3999	1 EA
	000000000000616265	HyTop-PeanutsFrtFlvSnack5.4oz#47891	0.3999	1 EA
	000000000000616435	Lala-LalaBlendAppleYogurt/6oz<<77056	0.3999	1 EA
	000000000000616451	Lala-BlendCoconutYogurt/6oz#00011	0.3999	1 EA
	000000000000616452	Lala-BlendPlainYogurt/6oz#00009	0.3999	1 EA
	000000000000617258	WeightWatchers-ChrryChsckYog6oz#2009	0.3999	1 EA
	000000000000617259	WeightWatchers-LemnCrnPieYog6oz#2007	0.3999	1 EA
	000000000000617260	WeightWatchers-PeachYogurt/6oz#02010	0.3999	1 EA
	000000000000617268	WeightWatchersAmrtoChsckYgrt6oz#2012	0.3999	1 EA
	000000000000617269	WeightWatchersBerriesNCrmYog6oz#2004	0.3999	1 EA
	000000000000617271	WeightWatchers-BickChrryYog6oz#2003	0.3999	1 EA
	000000000000617280	WeightWatchersStrwBanYogurt/6oz#2011	0.3999	1 EA
	000000000000617281	WeightWatchers-RaspbryYogurt6oz#2005	0.3999	1 EA
	000000000000617301	WeightWatchers-StrawYogurt/6oz#02008	0.3999	1 EA
	000000000000617302	WeightWatchers-VanillaYogurt6oz#02002	0.3999	1 EA
	000000000000617303	WeightWatchers-KeyLimePieYog6oz#2013	0.3999	1 EA
	000000000000617306	WeightWatchersApplePieAlaYog6oz#2023	0.3999	1 EA
	000000000000617307	WeightWatchers-BluebryPieYog6oz#2024	0.3999	1 EA
	000000000000617308	WeightWatchersCarmelSpCkeYog6oz#293	0.3999	1 EA
	000000000000617309	WeightWatchers-BanPuddingYog6oz#0034	0.3999	1 EA
	000000000000617310	WeightWatchers-CocoCrnPieYog6oz#0340	0.3999	1 EA
	000000000000617502	Lactaid-NonfatBlndVanYogurt6oz#53666	0.3999	1 EA
	000000000000617503	Lactaid-NonfatBlndPchYogurt6oz#53667	0.3999	1 EA
	000000000000617504	Lactaid-NonftBlndStrwYogurt6oz#53668	0.3999	1 EA
	000000000000617505	Lactaid-NFBlndStrwBanYogurt6oz<00137	0.3999	1 EA
	000000000000618085	Lactaid-NonftBlueberryYog/6oz#00694	0.3999	1 EA
	000000000000618213	Dannon-OikosGreekYogurt/5.3oz<03709	0.3999	1 EA
	000000000000619057	SenorRico-RainbowAsstGelatin5oz#11015	0.3999	1 EA
	000000000000619265	BestFoodsRealMayoCapDown9ozBotl#2586	0.3999	1 EA
	000000000000621679	Yami-LwFatYogurtPeach/8oz#4468	0.3999	1 EA
	000000000000621680	Yami-LwFatYogurtStrawberry/8oz#4465	0.3999	1 EA
	000000000000621681	Yami-LwFatYogurtStrawBanana8oz#4469	0.3999	1 EA
	000000000000621682	Yami-LowFtYogurtVanilla/8oz#4467	0.3999	1 EA
	000000000000621723	Yoplait-Simply6VarietyPack/6oz#43641	0.3999	1 EA
	000000000000622506	NaturalValueBathroomTissue1000sh#303	0.3999	1 EA
	000000000000622989	Dannon-YogurtStrawberry/8oz<<<66224	0.3999	1 EA

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	00000000000006	1	SnickersNutcrackerSingles1.1oz@47251	0.3999	1	EA
	0000000000000620	22	SnickersPntBtrSantaSingle1.1oz@47250	0.3999	1	EA
	0000000000000628423		MilkyWaySimplyCarmiSnowmn1.1oz@47252	0.3999	1	EA
	0000000000000631812		RussellStover-CookieDough/1oz/#9367	0.3999	1	EA
	0000000000000632095		Cheetos-Crunchy/1.125oz/@16202	0.3999	1	EA
	0000000000000632097		Cheetos-FlaminCrnchyHot1.125oz@16205	0.3999	1	EA
	0000000000000632099		Cheetos-FlaminCrnchHotLmn1.125@16206	0.3999	1	EA
	0000000000000632100		Cheetos-XXtraFlaminHotChsSnck1.25oz@	0.3999	1	EA
	0000000000000632101		Chesters-HotPopcorri/875oz/@16567	0.3999	1	EA
	0000000000000632103		DORITOS-CoolRanchChips1.125oz/@16207	0.3999	1	EA
	0000000000000632105		DORITOS-FlamasTortChips1.125oz@16210	0.3999	1	EA
	0000000000000632106		DORITOS-NachoCheese/1.125oz/@16208	0.3999	1	EA
	0000000000000632107		DORITOS-TapatioChips/1.125oz/@16211	0.3999	1	EA
	0000000000000632108		FRITOS-ChiliCheeseChips1.125oz@16185	0.3999	1	EA
	0000000000000632109		FRITOS-HnyBBQTwistChips1.125oz@16184	0.3999	1	EA
	0000000000000632110		FRITOS-CornChips/1.125oz/@16186	0.3999	1	EA
	0000000000000632111		FRITOS-TurbosFlamasChps1.125oz@16187	0.3999	1	EA
	0000000000000632112		LAYS-BBQPotatoChips/1.125oz/@16189	0.3999	1	EA
	0000000000000632113		LAYS-PotatoChips/1.125oz/@16190	0.3999	1	EA
	0000000000000632114		RUFFLES-Chddr&SourCrmChps1.125@16201	0.3999	1	EA
	0000000000000632115		RUFFLES-QuesoPotatoChp1.125oz/@16384	0.3999	1	EA
	0000000000000633090		Seneca-MixedVegetables/8.5oz#03889	0.3999	1	EA
	0000000000000635863		Doritos-DinamitasNchoPicosoChp1.125@	0.3999	1	EA
	0000000000000635864		Doritos-DinamitasChiliLmnChp1.125oz@	0.3999	1	EA
	0000000000000641198		RussellStoverWedCakeDessrtEgg1oz@335	0.3999	1	EA
	000000000000003282		CandleLite-TaperCandlWht/12in#212595	0.49	1	EA
	000000000000004042		EXPOSE-MENS DRESS SOCKS/10-13/#10N4W	0.49	1	EA
	000000000000008667		McGregor-SocksF/Lady/LowCut9-11#4700	0.49	1	EA
	000000000000010166		LEGGS-WmnSocks/Brwn/1prSz5-9#1415	0.49	1	EA
	000000000000010230		LEGGS-TURN CUFF SOX/BRT.PINK#0461298	0.49	1	EA
	000000000000014100		EXSCENTSORY-IncenseSticksRose20#2701	0.49	1	EA
	000000000000015132		LOOMCO-KILLER WHALE CANDLE #HF-1005	0.49	1	EA
	000000000000015200		B.G.REL.CANDL-AmerTheBeautiful#82680	0.49	1	EA
	000000000000017255		DELUXE-12inTaperCandle4pkLtBlu#10321	0.49	1	EA
	000000000000022658		DELUXE-HllwTradPmpknCndyBskt6pk#	0.49	1	EA
	000000000000022668		DELUXE-HalloweenVinylCape/45in#10503	0.49	1	EA
	000000000000030770		HalloweenPumpkinCandyHldr4&6pk#10470	0.49	1	EA
	000000000000031879		DELUXE-ThanksgivNapkHldr2ct11602	0.49	1	EA
	000000000000032149		&&1DELUXE-ThanksgivWindchime#11521-IC24	0.49	1	EA
	000000000000036268		ChefsClassic-CherryCheckerPlate11801	0.49	1	EA
	000000000000038007		AROMA-SensualScentCandle4oz#44501	0.49	1	EA
	000000000000038224		&&1HolidayTrad-HallowMakeUpDisp.#11834	0.49	1	EA
	000000000000038600		&&1HolidayTrad-HallowFigurineAsst#11821	0.49	1	EA
	000000000000038604		&&1HolidayTrad-HallowCandleHolder#11820	0.49	1	EA
	000000000000038962		HolidayTrad-HallowShakyFigurine11823	0.49	1	EA
	000000000000038967		&&1HolidayTrad-HallowFigurineAsst#11824	0.49	1	EA
	000000000000040257		&&&NoNonsense-WomnFashTightsAsst1pr#ZZ1D	0.49	1	EA
	000000000000043785		ChefClassic-BlueTulipPlate#(12494)	0.49	1	EA
	000000000000044281		ChefsClassic-DawnPlate10in#ED-2004	0.49	1	EA
	000000000000044821		&&1ComfortTop-KneeHiNylons3pk#(21231)	0.49	1	EA
	000000000000044854		&&1HolidayTrad-HallwnServnTrayRnd#12660	0.49	1	EA
	000000000000045321		DELUXE-HallowFrightTape/20ft#45321	0.49	1	EA
	000000000000045637		ChefsClassic-BlueLeafPlate10"#ED2017	0.49	1	EA
	000000000000045739		&&&GeoffreyMensTextDressSockAsst#JGM1301	0.49	1	EA
	000000000000046346		Light'nUp-RndCandleOnMetalHldr#13157	0.49	1	EA
	000000000000046593		FIRNA-CitrusScentCandlInGlass(80201)	0.49	1	EA
	000000000000046640		HolidayTrad-PolyHalloweenFig.#13071	0.49	1	EA
	000000000000047060		DUNLOP-WomenCrewSockWHITE/#D7005X/1	0.49	1	EA
	000000000000048656		&&1MSA-Scent.CeramDishCandle3.5#WCD-4A	0.49	1	EA
	000000000000049469		&&1AmandaTaylor-LadyDressSockAsst#49469	0.49	1	EA
	000000000000049886		TickleToes-TodlerSockAsstYr1-2#49886	0.49	1	EA
	000000000000059189		KRAFT-SaladDressngCatalina24oz#77229	0.49	1	EA
	000000000000065861		CARTERS/OshKoshBabySockAsst1pr#93035	0.49	1	EA
	000000000000070104		&&1AmandaTaylor-LadySocks3pkAsst#PAT2800	0.49	1	EA
	000000000000074443		&&1LEGGS-WomanActSocksWht1pkSz5-9#ASST	0.49	1	EA
	000000000000074450		LEGGS-WmnSocks/White/Sz9-5/2pk#90712	0.49	1	EA
	000000000000075377		ENDAR-Incense/FREESIA/20ct-6in#11762	0.49	1	EA

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	00000000000007	ENDAR-INCENSE/RASP /20CT-6in#11765	0.49	1 EA
	000000000000076911	&&&SPRINGS-CeramicTumbler/ASSORTED.	0.49	1 EA
	000000000000076979	HANES-WomensSocksAsstdStyles&Colors	0.49	1 EA
	000000000000077239	&&&LEGGs-WearFashionSocksAsst1pk#(1413)	0.49	1 EA
	000000000000078460	NoNonsenseSheerEndurancPntyhseAst#941854	0.49	1 EA
	000000000000079275	&&&LOVABLE-SOCKS/ASSORTED/SEE RR#157320	0.49	1 EA
	000000000000080183	&&1POTPOURRI/ASST/1.75qt#P101	0.49	1 EA
	000000000000080222	&&&GEORGE-GirlTightAsst#80222A5DZ	0.49	1 EA
	000000000000081069	FLORASENSE-SachetCinnamn.50CUP#81917	0.49	1 EA
	000000000000081200	&&1MILLANO-MenDressSockPatrn/10-13#MS28	0.49	1 EA
	000000000000081250	&&1ImpressionsGirlSckWhlWlaceAsst#9200R	0.49	1 EA
	000000000000081503	CitronellaCntryPineGrdnLiteCndl#6002	0.49	1 EA
	000000000000081705	KRAFT-ThousandIslandDress/24oz#77228	0.49	1 EA
	000000000000081865	AMBRIA-VotiveCandleCinnSpice6pk#0146	0.49	1 EA
	000000000000081930	HalloweenBook"TrickOrTreat"#58887.	0.49	1 EA
	000000000000081953	&&&SOCKS/ASST.SZ&STYLE(FromKAYSER ROTH)	0.49	1 EA
	000000000000082274	RUBY-DinnrPlatPurpFlwr10.5"GP10PP03	0.49	1 EA
	000000000000082277	RUBY-DnrPlatBluGrdn10.5"GB10PB08or10808	0.49	1 EA
	000000000000082456	&&1HotStuff-HallownWmnSockAsst1pr#ASST	0.49	1 EA
	000000000000082495	LightNUp-CndlOrng2.9375x5.75in#13175	0.49	1 EA
	000000000000082770	HolidayTrad-HalloweenCutOutBag#16017	0.49	1 EA
	000000000000083093	RUBY-StonewarePlatBluGrn10"FN510PGN3	0.49	1 EA
	000000000000083265	&&&UNIQUE-PartyGoodTurkeyTimeDisp#11	0.49	1 EA
	000000000000083266	&&&UNIQUE-PartyGoodsDisp/PUMPKIN#14531	0.49	1 EA
	000000000000083948	MarathonClubAnkltScksWhl/Sz10-13#SAW	0.49	1 EA
	000000000000084886	HallownFrightNightBevNapkins16#87551	0.49	1 EA
	000000000000085054	&&&HallowPlasToteBagAsst(FrmUnitedDist)	0.49	1 EA
	000000000000085225	&&&InterwovenMensFancySocks/Asst#ZZ42QC	0.49	1 EA
	000000000000085990	&&1MULBERRY-CermPlateAsstRoses10.5"#1241	0.49	1 EA
	000000000000086940	&&1CATALINA-WomenSocks/White#(16416)	0.49	1 EA
	000000000000087971	Florasense-IncnseDivineInspir25pk#23441	0.49	1 EA
	000000000000087975	ENDAR-IncnSckDivineSavior25ct#NONE	0.49	1 EA
	000000000000087977	Forasense-IncnseStickSt.Jude25ct#70222	0.49	1 EA
	000000000000087979	Florasense-IncnseSerenity/25ct#234456	0.49	1 EA
	000000000000088336	&&&HalloweenBagsAsst(DMD INDUSTRIES)	0.49	1 EA
	000000000000091649	ChefClassic-RubyPlatePear10.5"FN10P	0.49	1 EA
	000000000000091652	ChefClassicRubyPlate/PLUM/10.5"#13902	0.49	1 EA
	000000000000093257	HolidayTradFallWireCandleHoldr#14093	0.49	1 EA
	000000000000093392	ChefsClassic-RubyPlateMxVeg10.5FN10P	0.49	1 EA
	000000000000093862	HolidayTradThanksgiv.WindowDec#14127	0.49	1 EA
	000000000000094178	LEGGs-TrouserSocksOneSize/BEIGE#5243	0.49	1 EA
	000000000000094554	AromatherapySqCandleLAVENDER/4#(415)	0.49	1 EA
	000000000000094556	AromatherapySqCandle/ROSEMARY/4#(417)	0.49	1 EA
	000000000000094557	AromatherapySqCandle/SAGE/4oz#(418)	0.49	1 EA
	000000000000094558	AromatherapySqCandleMEDITATION/4#(421)	0.49	1 EA
	000000000000094559	AromatherapySqCandle/LOVE/4oz#(00420)	0.49	1 EA
	000000000000095277	CANTERBURY-ScntCandlNilla/5#QZG6-144	0.49	1 EA
	000000000000096107	IMSA-SqScntCandlBlueOrchid4#WHCV-804	0.49	1 EA
	000000000000097525	&&&DUNLOP-LadySockCrewAsst9-11#D22207X/1	0.49	1 EA
	000000000000097599	ENDAR-FragCandlBall/Apple&Cinn2BC318	0.49	1 EA
	000000000000097634	HandPaintSprngFlwrDinPlat10.5"#21003	0.49	1 EA
	000000000000098051	&&&LEGGs-SheerVitalKneeHighAsst3pr#N.	0.49	1 EA
	000000000000098077	LEGGs-PntyhoseCtrlTop/NUDE/SzB#14607	0.49	1 EA
	000000000000098105	LEGGs-PntyhoseCtrlTopOffBlkSzA#14608	0.49	1 EA
	000000000000098375	TropicalScntCndlFrlBouquet/4#(40796	0.49	1 EA
	000000000000098995	OldHarbor-Candle/FrtOrchrd/3.5"#1011P	0.49	1 EA
	000000000000099302	EMERALD-PlateCarnival10.5"#FN10PCARN	0.49	1 EA
	000000000000099998	TropicalScntGlasCndlOcean4#WXHJS91GB	0.49	1 EA
	000000000000100008	&&1RUBY-CermMugStrwNOlive12#HS30010ca48	0.49	1 EA
	000000000000100917	GlassScentCandle/4oz#WX-MX-7D-DAISY	0.49	1 EA
	000000000000100919	GlassScentCandle/4oz#WX-MX-7D-ORCHID	0.49	1 EA
	000000000000100920	GlassScentCandle/4oz#WX-MX-7D-SNFLWR	0.49	1 EA
	000000000000100921	GlassScentCandle/4oz#WX-MX-7D-BTRFLY	0.49	1 EA
	000000000000100923	GlassScentCandle/4oz#WX-MX-7D-LDYBUG	0.49	1 EA
	000000000000100924	GlassScentCandle/4oz#WX-MX-7D-DRGNFLY	0.49	1 EA
	000000000000100925	GlassScentCandle/4oz#WX-MX-7D-BEE	0.49	1 EA
	000000000000102275	CandleLiteVotiveBlkChry/DISP#9519565	0.49	1 EA

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000000000000016	HolidayTradHallowLaserStckr2#(14671	0.49	1	EA
000000000000102415	&&&Panware-HallowCeramCannister6in#ASST	0.49	1	EA
000000000000102427	HolidayTrad-HalloweenGiftBagLG#14667	0.49	1	EA
000000000000102461	&&1HolidayTrad-FrightTapeAsst20ft#14693	0.49	1	EA
000000000000102471	GIBSON-CermDnrPlat/BluLeave10#40858	0.49	1	EA
000000000000102533	AROMATIC-RndCnd/DaisyFlwr3x3in#CAT77	0.49	1	EA
000000000000102621	HolidayTrad-HallowGiftBag/Lg/#14666	0.49	1	EA
000000000000102657	FLORASENSE-FloatCand/WintrWood3#5332	0.49	1	EA
000000000000102775	GIBSON-DinnrPlate/JOLIE II/10"#40861	0.49	1	EA
000000000000102781	FloralAccent-FloralCnd/Ring3in#14598	0.49	1	EA
000000000000103168	&&1HolidayTradHallowWoodTreatHldAst#1494	0.49	1	EA
000000000000103231	&&&UNIQUE-FallLeafPrtyGoodAsstDsp#12916	0.49	1	EA
000000000000103234	WoodWallDecorThanksgivWreath#2902991	0.49	1	EA
000000000000103333	TechniFaceAlienBloodGel1.25#651504024	0.49	1	EA
000000000000103641	&&&PremiumWomenTrouserSocksAsst1pr#ZZ2VP3	0.49	1	EA
000000000000103646	&&&NoNonsenseBusCasualSocks1prAsst#ZZ2VP	0.49	1	EA
000000000000103648	&&&NoNonsense-LadyCsualTightAsst1pr#ZZ2V	0.49	1	EA
000000000000103653	&&&NoNonsenseKneeHigh/2pr#ZZ1HC6-ASST	0.49	1	EA
000000000000103974	&&1FisherPrice-ChildSockAsst1prDisp#5000F	0.49	1	EA
000000000000104327	GIBSON-AntiqDnrPlateBluPear10#41647	0.49	1	EA
000000000000104562	GIBSON-CermDnrPlat/PurplGrp10"#41644	0.49	1	EA
000000000000105513	&&1HolidayTradMetalCnd/HldrSMILEY#14809	0.49	1	EA
000000000000105515	HolidayTrad-WireCnd/Hldr/FALL/#14811	0.49	1	EA
000000000000105909	&&&NoNonsenseWmnsTightsAsst#ZZ1DF1-ca72	0.49	1	EA
000000000000106188	&&1POTPOURRI ASST.FRAGRANCE/1.75qt#P102	0.49	1	EA
000000000000107711	&&1TEGUCAL-KidCrewSockAsst#(99530)Sz4-6	0.49	1	EA
000000000000107950	&&&Girls Assorted Socks#E17	0.49	1	EA
000000000000107953	ENDAR-FragSachetTropSorbet.5cup#1723	0.49	1	EA
000000000000108007	FLORASENSE-SachetAppl&Cinn50cup#83291	0.49	1	EA
000000000000108402	PrettyPetalPotpnlInRndCont135#154375	0.49	1	EA
000000000000108483	&&1FLORASENSE-BotanPotpourriAsst1qt#90000	0.49	1	EA
000000000000108826	&&&NoNonsense-PANTYHOSE/ASST/DISP#94	0.49	1	EA
000000000000109201	CandleLite-VotiveCnd/Pine/12#1512027	0.49	1	EA
000000000000109750	&&&DELUXE-HallwnFlashlightAsstPDQ#14	0.49	1	EA
000000000000109952	RUBY-StonewrePlateSwirlBlk10.75#31057	0.49	1	EA
000000000000110018	&&&FantasyGlowLightStickAsst#GLS360-ORIG	0.49	1	EA
000000000000110026	RUBY-StonewarePlateDrkGm10.5"#132068	0.49	1	EA
000000000000110100	RUBY-StonewrePlateBlue10.75in#132075	0.49	1	EA
000000000000110148	SquareCandleW/Flower/4x4in/#X103	0.49	1	EA
000000000000110247	GIBSON-CermDnrPlateTweety9.75in#45615	0.49	1	EA
000000000000110513	Tea PartyGirlsTights1pk#12082or10082	0.49	1	EA
000000000000110520	Miniwear GirlSocks1pkSz4-5 1/2#12379	0.49	1	EA
000000000000110551	&&1ASSORTED SOCKS/ASSTD.BRANDS#(00495)	0.49	1	EA
000000000000110709	RUBY-CermPlatDrkBlue10.75in#FN10PGB1	0.49	1	EA
000000000000110710	RUBY-CermPlateLtYellw10.5in#FN10PGY1	0.49	1	EA
000000000000110711	RUBY-CermPlatDrkYellw10.5in#FN10PGY2	0.49	1	EA
000000000000110770	RUBY-CeramPlateBlack10.5in#FN10PGBLK	0.49	1	EA
000000000000110789	GlassPaintedCandleHolder/7.5in#20338	0.49	1	EA
000000000000110825	RUBY-StonewarePlateDrkBlu10"#FNS10PB2	0.49	1	EA
000000000000110826	RUBY-StonewarePlateSkyBlu10"#FNS10PB3	0.49	1	EA
000000000000110865	RUBY-StonewrePlateHntrGrn10in#FNS10P	0.49	1	EA
000000000000111055	&&1RUBY-StonewareMug/9in/ASST#FN9M/2AST	0.49	1	EA
000000000000111474	&&1MILLANO-MensDressSocks/AsstSz#MS42	0.49	1	EA
000000000000111482	ProSportGirlAnklSockWhtSz9-11#WS-100	0.49	1	EA
000000000000111749	&&&KODIAK-ChildrensSocks/Asst#1730G	0.49	1	EA
000000000000112507	&&&AmericanPrtyGoodAstDisPmpkn#256231126	0.49	1	EA
000000000000112508	&&&AmerHallwPartyDispHideSeek#256230126	0.49	1	EA
000000000000112534	&&1HolidayTradHallowWoodHngPlaq#16000ca48	0.49	1	EA
000000000000112535	&&1HolidayTradHallowWoodHngPlaqAsst#15994	0.49	1	EA
000000000000112536	&&1HolidayTradHallwPlaqueTrckTreat#15995	0.49	1	EA
000000000000112561	&&&ProSport-GirlsSpandexSock/Asst#GS21	0.49	1	EA
000000000000112788	&&1HolidayTrad-HallwFlashlightAsst#16	0.49	1	EA
000000000000112932	RUBY-CeramHallowPumpknPlate7in#83916	0.49	1	EA
000000000000112960	CountryDreamsCandlBlubrry/5oz#471128	0.49	1	EA
000000000000113421	&&&LowRisersLadiesThong&Panty/Asst#AVM3	0.49	1	EA
000000000000113709	HolidTradHallwTrickTreatBag2pk#16006	0.49	1	EA
000000000000113718	BeadedVotiveCandleHolderRnd/3in#15516	0.49	1	EA

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00000000000001	2	GoodSeasonsDrssngMxVingrtt.97z#97969	0.49	1	EA
0000000000000114064		StonewrSpcklDinrPlatTwoTone10.5#12428	0.49	1	EA
0000000000000114409		PANWARE-CermDinnrPlatGrape10.5in#700	0.49	1	EA
0000000000000114671		&&1ChildrenSocks3pk/Asst#G20296-Sz5 6.5	0.49	1	EA
0000000000000114822		CandleLite-FloatCandleApp3pk#852142	0.49	1	EA
0000000000000114843		RIDERS-KidSocks/White/Sz6-7.5/#R3501	0.49	1	EA
0000000000000114846		&&&DUNLOP-MenSocksAsst/Sz6-12/1pr#114846	0.49	1	EA
0000000000000114899		CandleHolder/FLOWER/5in./ASSTD#22750	0.49	1	EA
0000000000000115048		NoNonsenseWmnStripFootieBlkSck4-10#223VWV	0.49	1	EA
0000000000000115453		RUBY-CermPlatBluChckVeg10.5#GB10PVEGI	0.49	1	EA
0000000000000115503		&&1CANDLE/CONE SHAPE/ASST.SCENT/#X120	0.49	1	EA
0000000000000115628		&&1GIBSON-DinnrPlatLollyCndy10.75#48858	0.49	1	EA
0000000000000115715		CountryDreamsAromaCndlTRose5oz#47113	0.49	1	EA
0000000000000115716		CountryDreams-CandlGrdnia/5oz#471127	0.49	1	EA
0000000000000115717		CountryDreams-CandlStrawb/5oz#471136	0.49	1	EA
0000000000000115741		CandleWShellsFreshForestSq4x4in#X122	0.49	1	EA
0000000000000115815		RUBY-DividDishCeramBlueCheckrSm#7555	0.49	1	EA
0000000000000116189		LadiesQuatrSockW/Fruits/9-11#RD0425	0.49	1	EA
0000000000000116225		AROMATICA-RndCandleW/SeaDesign#CX557	0.49	1	EA
0000000000000116226		AROMATICA-RndCandleW/FishDesign#CX570	0.49	1	EA
0000000000000116470		CandleLitePotpriRainForest1.6#7185661	0.49	1	EA
0000000000000116988		&&1BAZOOKA-SocksF/LadyAsst/Sz9-11#BZ100	0.49	1	EA
0000000000000117153		ColorTech-TumblerCalifSun/18oz#CSTCZ	0.49	1	EA
0000000000000117155		PaperReflectMagnetNotepadHallwn#PAD0	0.49	1	EA
0000000000000117156		ColorTech-PlateCaliforn/10in/#CSDP-Z	0.49	1	EA
0000000000000118073		KennethJones Dress SocksF/Men/BLK#V-59	0.49	1	EA
0000000000000118098		&&1SOCKS/ASST#CD139	0.49	1	EA
0000000000000118699		&&1KEDS-SocksF/LadyAsst/Sz4-10.5#(1760)	0.49	1	EA
0000000000000118795		RUBY-CermCappuccinoMugWDog20#HS30008	0.49	1	EA
0000000000000118813		&&&PreciousMomentsGirlsSocksAsst#PM3000	0.49	1	EA
0000000000000119092		&&&NoNonsense-PANTYHOSE/ASST/DISP#942878	0.49	1	EA
0000000000000119249		&&1CandleDaisy/HEXAGONAL/Asst/#XB983	0.49	1	EA
0000000000000119250		&&1Candle/CONICAL/Asst/#XB985	0.49	1	EA
0000000000000119589		NoNonsenseCottonSocksWhtSz4-10#10795	0.49	1	EA
0000000000000119612		MULBERRY-CermPlateGryvSwirl11"#12479	0.49	1	EA
0000000000000120263		&&1CANDLE F/FLWR POT/SQUARE/3.5"#XB976	0.49	1	EA
0000000000000120264		&&1CANDLE F/FLWR POT OVAL/ASST/3"#XB977	0.49	1	EA
0000000000000120313		FreshForest-ScentedCandle/SQ.#XB979	0.49	1	EA
0000000000000120314		FreshForest-ScentedCandle/CONE#XB978	0.49	1	EA
0000000000000120351		&&1HexagonalFlwrCandleAsstScnt#XB962	0.49	1	EA
0000000000000120369		&&1CandleWorld-ScentedCandle/Asst#XB975	0.49	1	EA
0000000000000120372		&&1CANDLE WORLD-SCENT CANDLE/ASST#XB972	0.49	1	EA
0000000000000120373		&&1CandleWorld-ScentedCandleAsst#XB971	0.49	1	EA
0000000000000120407		WindowClingThnksqvPrec.Moments#55302	0.49	1	EA
0000000000000120410		&&1CANDLE F/FLWR POT/DAISY/ASST/SQ#XB961	0.49	1	EA
0000000000000120411		&&&KennethJones-MensDressSock/Asst#V60	0.49	1	EA
0000000000000120787		DisneyToddlerScksPooh/18-24mo#BSPT-Z	0.49	1	EA
0000000000000120991		CANDLE F/FLWR POT SQ/FOREST#XB968	0.49	1	EA
0000000000000121024		ProSportWmnLowCutSocksWht/9-11#WS106	0.49	1	EA
0000000000000121061		&&1CANDLE F/ELWR POT/RND/ROSE/ASST#XB964	0.49	1	EA
0000000000000121062		CANDLE F/FLWR POT/HEXAGON/FLWRS#XB954	0.49	1	EA
0000000000000121113		&&1CathyRoseAnklScksSz9-11Asst#8103-8104	0.49	1	EA
0000000000000121137		&&1CNDL F/FLWR POT/SQ/MOSAIC/ASST#XB959	0.49	1	EA
0000000000000121240		&&1NESTLE-LadySocksAsst/Sz9-11/#NE3007	0.49	1	EA
0000000000000121241		&&1NESTLE-GirlSocksAsst/Sz6-8/#NE3008	0.49	1	EA
0000000000000121242		&&1Rosetti-LadyLegwearAsst/Sz9-11#10765	0.49	1	EA
0000000000000121933		FloralCandleRing/3in/2ct/#LZ001	0.49	1	EA
0000000000000121955		DELUXE-TradWebW/8ctSpider/4oz#13918	0.49	1	EA
0000000000000122085		&&1KidBlues-SocksAsst/2pair/Sz7-9#00034	0.49	1	EA
0000000000000122157		GIBSON-CeramicPlateBlue10.375"#51237	0.49	1	EA
0000000000000122170		MASON-CandleGingerBread/5oz/#471183	0.49	1	EA
0000000000000122173		&&1JasmineWmnSockBttrflyAsst/Sz9-11#0	0.49	1	EA
0000000000000122201		CandleLite-Votive/Banania/4pk/#1403176	0.49	1	EA
0000000000000122480		&&1BONJOUR-LadiesSocksAsst/Sz9-11#97795	0.49	1	EA
0000000000000122838		&&1NoNonsenseWmnSockPiqueAsst4-10#ZZ4ZQA	0.49	1	EA
0000000000000123045		&&1CandleBabyShoeAsstColorUnscnt/#SC274	0.49	1	EA
0000000000000123349		&&1OLFACTORY-Potpouri/1.75qt/Disp#2294	0.49	1	EA

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	0000000000001	4	CountryDreams-CandlWatrmln5oz#471193	0.49	1	EA
	00000000000012392		&&1Dodgers/TumblerDisp/18oz/#DOTU-Z	0.49	1	EA
	000000000000124188		CandleTwoToneW/Flower/3in/#CS-890	0.49	1	EA
	000000000000124703		&&1PreciousMomentsGirlsSocks1pk/#1402PM	0.49	1	EA
	000000000000124833		HOMELIGHTS-VotvCandlCooki5ct#1293298	0.49	1	EA
	000000000000128615		DunlopMenAnklSokWhteSz10-13#D7229X1A	0.49	1	EA
	000000000000129223		GiorgioBrutini-MensDressSocks#ASSTG	0.49	1	EA
	000000000000129689		NoNonsenseWmnCrwScks/WHT/9-11#ZZ44MT	0.49	1	EA
	000000000000129708		&&&NoNonsense-WomenPantyHoseAsst1pr#	0.49	1	EA
	000000000000129711		THANKSGIVING FLOOR MAT/(84265)	0.49	1	EA
	000000000000129823		&&1Giorgio-MensDressSocksAsst/(05800)	0.49	1	EA
	000000000000130425		b6tonica dinnerware tropical	0.49	1	EA
	000000000000130833		CandleLite-TaperCandlvry12in#212245	0.49	1	EA
	000000000000130894		Small Glass Votive Holder/#73007	0.49	1	EA
	000000000000131233		KANE-CeramPlateTusc.Blue7.5#9551ca12	0.49	1	EA
	000000000000131862		&&1CHAUSSETTES-LadySocksAsstSz9-11#17557	0.49	1	EA
	000000000000131983		CRISA-GlassVotiveHolder/116oz/#788065	0.49	1	EA
	000000000000133425		&&1RUBY-CeramicDinnerwareAsstIvory#13707	0.49	1	EA
	000000000000133829		MULBERRY-WildFlowerPlate10.5in#12608	0.49	1	EA
	000000000000134231		&&1CeramLighthouseCandleHldrAsst/#00885	0.49	1	EA
	000000000000134346		LIBBEY-GlssCndlHldrClr8z#19685or61161	0.49	1	EA
	000000000000134748		BugleBoy-CrewSocksBlkSz10-13#T22556-01	0.49	1	EA
	000000000000135049		&&1AROMAXE-ClosetFrag.Sachet/Disp#40040	0.49	1	EA
	000000000000135057		DELUXE-TealightCandleWht/20ct#01002	0.49	1	EA
	000000000000135943		&&1FisherPrice-BabyGrlSocks1pr18-36mo.	0.49	1	EA
	000000000000136326		BoardBookHalloween/PeekABook#00570	0.49	1	EA
	000000000000136369		&&1GoldBug-GrlSockAsstSz7-8.5/3pk#13636	0.49	1	EA
	000000000000136412		GIBSON-DinnerwareMapleYellw#57661.01	0.49	1	EA
	000000000000136440		GIBSON-DinnrwareCaribBlu&Wht#57282.01	0.49	1	EA
	000000000000137042		DELUXE-SaladBowl/TikiBar/10in#60032	0.49	1	EA
	000000000000137353		KushyFoot-LadySocks/LowCut/1pr#3421A	0.49	1	EA
	000000000000137501		&&1VASSARETTE-BraNoStrapBlkAst#70150BLK	0.49	1	EA
	000000000000138361		&&1SapphireTrouserSockAsstOneSz1Pr#331L	0.49	1	EA
	000000000000138578		FragDe-LiteGlssCndlVryNila3.5#1346553	0.49	1	EA
	000000000000138579		FragDeLiteGlssCndlBananaMuf3.5#1346176	0.49	1	EA
	000000000000138580		FragDeLiteGlassCandleLinen3.5#1346216	0.49	1	EA
	000000000000138581		FragDeLiteGlassCndlCinSpice3.5#1346902	0.49	1	EA
	000000000000138582		FragDeLiteGlssCndlSoftDenim3.5#1346776	0.49	1	EA
	000000000000138583		FragDeLiteGlssCndlFlorBouq3.5#1346899	0.49	1	EA
	000000000000138861		DELUXE-CeramPlate/HawaiiShirt#01226	0.49	1	EA
	000000000000138919		HalloweenLrgPumpkinCandleAsst#22038	0.49	1	EA
	000000000000139006		GIBSON-CermDinnrwareReactvBrwn#57723.01	0.49	1	EA
	000000000000139061		STONEMITE-CeramPlateBlue/White#06020	0.49	1	EA
	000000000000139068		HalloweenCostume/WitchDressMed#36162	0.49	1	EA
	000000000000139262		CeramDnrPlateVintgOlive10.5#TTUC2301	0.49	1	EA
	000000000000139324		&&1CutiePieBabyHalloweenBibAsst/#7879NN	0.49	1	EA
	000000000000139347		Harvest/FallGlassJarCandle/4oz#24047	0.49	1	EA
	000000000000139435		CeramPlate/Cobalt/10.5in/#TTU-B9911	0.49	1	EA
	000000000000139541		CeramicPlate/Cherry/10.5in#TTU-B9901	0.49	1	EA
	000000000000139610		&&&REYNOLDS-HallownCakePanAssDisp#01372	0.49	1	EA
	000000000000139644		CeramicSaladPlateGreen/8in#TTU-B9833	0.49	1	EA
	000000000000139645		CeramDinnrPlateGreen10.5in#TTU-B9831	0.49	1	EA
	000000000000139751		GIBSON-CermDinnrwareReactvGm57724.01	0.49	1	EA
	000000000000139813		&&1LadiesLaceFootlessTightsAsst#NN101	0.49	1	EA
	000000000000139875		GibsonCeramDinnerwareReactYllw#80770	0.49	1	EA
	000000000000139995		CeramicPlateMichelle10.5in#TTU-C4701	0.49	1	EA
	000000000000139998		CeramicPlateGold/10.5in#10P/11143	0.49	1	EA
	000000000000140585		CeramSaladPlateSolid/Cran8"#TTUD8452	0.49	1	EA
	000000000000140588		CeramPlateSolid/Cobalt/8in#TTUB9913	0.49	1	EA
	000000000000141954		&&&HighPoint-LadiesSocks/ASST(RR#64887)	0.49	1	EA
	000000000000142069		DollarGen-CndlHldrGlassClr2.75x4#VTN	0.49	1	EA
	000000000000142269		CandleLite-GlassLavndr3.5oz#1346879	0.49	1	EA
	000000000000142312		CountryAir-SmokeEaterCandle/4oz#9149	0.49	1	EA
	000000000000142515		SweetCosmos-TrickTreatCandy6.35oz#79	0.49	1	EA
	000000000000142808		GIBSON-KidDinnerwarePrecMoment#57589	0.49	1	EA
	000000000000142814		&&1DELUXE-Potpourri/Asst/5.15oz#BW24193	0.49	1	EA
	000000000000143545		&&1CareBearsLadySocksAsst9-11/1pr#31646	0.49	1	EA

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	0000000000001	2	&&&CountryAir-GlassCandleAsst/4oz#09164	0.49	1	EA
	000000000000143837		BUM-WomnSockWhtSz9-11/1pk#248-473	0.49	1	EA
	000000000000143838		&&1BUM-WomnSockAsstColSz9-11/1pk#BUM-661	0.49	1	EA
	000000000000143840		BUM-WmnFlatKntSockFashBtrfly9-11#1138	0.49	1	EA
	000000000000143842		BUM-WomnSockAsstSz9-11/1pk#BUM-671	0.49	1	EA
	000000000000143844		BUM-WmnFltkntSockFashStripSz9-11#1184	0.49	1	EA
	000000000000143851		CERAMIC MUG BEIGE/14oz/#6500375A	0.49	1	EA
	000000000000143856		CeramicSoupPlate/Beige/9.5in#650042B	0.49	1	EA
	000000000000143858		CeramDinnrPlate/Beige/11.5in#650044B	0.49	1	EA
	000000000000143884		&&&GlassCandleHolder#C HOLDER-ASST	0.49	1	EA
	000000000000145115		IncenseStick/Cherry/22pk#21018	0.49	1	EA
	000000000000145333		CandleLite-ClassicCndleAqua10in#50240	0.49	1	EA
	000000000000145524		&&1DeluxeTwoToneCoffeMug12oz#145524	0.49	1	EA
	000000000000145526		&&1CeramicCoffeeMugAsstSolid15oz#90343	0.49	1	EA
	000000000000145529		&&1CeramicCoffeeMugAsstColors11oz#90345	0.49	1	EA
	000000000000145531		CeramicCoffeMug/Black15oz#90346	0.49	1	EA
	000000000000145532		DELUXE-StonewareSoupMug/14oz#145532	0.49	1	EA
	000000000000145533		DELUXE-StonewareCoffeeMug/14oz#145533	0.49	1	EA
	000000000000145591		MoodmakerGlassCandleEnergy4.4oz#33342	0.49	1	EA
	000000000000145604		CandleLitePillarRefresh2.8x3.5#554797	0.49	1	EA
	000000000000145637		ClassicCandlePlum10in#5019468	0.49	1	EA
	000000000000145638		ClassicCandleBlueMist10in#5019495	0.49	1	EA
	000000000000145639		ClassicCandleIndigoBlue/10in#5019190	0.49	1	EA
	000000000000145640		GlassCandle/Blueberry/5.5oz#1475078	0.49	1	EA
	000000000000145744		DELUXE-PiratePlaysetCard/Asst#258CMBC	0.49	1	EA
	000000000000146237		MiniColumnCandle/SwtMulbrry2in#14702	0.49	1	EA
	000000000000146243		FLORASENSE-FederlCndlEggplnt10in#1014	0.49	1	EA
	000000000000146248		FLORASENSE-VotveCndlGardenia4pk#99629	0.49	1	EA
	000000000000146257		FLORASENSE-CndlCaramelBars/3oz#00230	0.49	1	EA
	000000000000146258		FLORASENSE-CndlOatmealCookies3oz#233	0.49	1	EA
	000000000000146428		DELUXE-StnwareCup&ScerMultBrwn#2282	0.49	1	EA
	000000000000146432		DELUXE-StonewarePlate/Brwn/11in#2286	0.49	1	EA
	000000000000146450		DELUXE-StonewarePlateGrn/Blk#02302	0.49	1	EA
	000000000000146465		CandleLite-DustyRose/10in/#5019351	0.49	1	EA
	000000000000146466		CandleLite-ClassicCndlJade10in#50242	0.49	1	EA
	000000000000146657		TabletopCrmDinPltSwrlYlw10.5#TU11211	0.49	1	EA
	000000000000146660		TabletopSaladPlateSwrlBtr8.25#TU11213	0.49	1	EA
	000000000000146665		TabletopSaladPlateOlvGrn8.25#TU11233	0.49	1	EA
	000000000000146673		TabletopCeramPlateWtwdBlu11#TUC5721	0.49	1	EA
	000000000000146674		TabletopSoupPlateWstwdBlu8.25#TTUC5722	0.49	1	EA
	000000000000146675		TabletopSaladPlateWestwoodBlu8#TTUC5723	0.49	1	EA
	000000000000146683		TabletopCeramDnnrPlateBrwn11#TTUC5701	0.49	1	EA
	000000000000146687		TabletopCeramSoupPlateGrn8.25#TTUC5712	0.49	1	EA
	000000000000146708		TabletopSoupPlateLibraGrn8#TTU-B8343	0.49	1	EA
	000000000000147185		DELUXE-HrvstCelloGiftWrap30"x5"#90012	0.49	1	EA
	000000000000147436		StonewareWhiteMug12oz#2372	0.49	1	EA
	000000000000147655		Themspro-PorcelCandl&PotpurHldr#21942	0.49	1	EA
	000000000000147867		&&1DELUXE-CeramPlateIrreg/11inAsst#90360	0.49	1	EA
	000000000000147870		DELUXE-CeramicPlateAsst/11in#90359	0.49	1	EA
	000000000000147886		ANGLEY-CandleVanilSilk3.75oz#49138	0.49	1	EA
	000000000000147887		ANGLEY-CandleMangoKiwi/3.75oz#49221	0.49	1	EA
	000000000000147888		ANGLEY-CandleFlorBloss3.75oz#49145	0.49	1	EA
	000000000000147889		ANGLEY-CandleChrryPlum/3.75oz#49140	0.49	1	EA
	000000000000147890		ANGLEY-CandleLimeFrenzy3.75oz#49217	0.49	1	EA
	000000000000147891		ANGLEY-CandleTropFruits3.75oz#49149	0.49	1	EA
	000000000000147896		&&&HalloweenCasperPartyGoodsDisp#20071	0.49	1	EA
	000000000000147897		&&&HalloweenCasperNoveltiesDisp#20072	0.49	1	EA
	000000000000148100		&&1HarvestPartyGoodsDisplay#59HT040020	0.49	1	EA
	000000000000148105		&&1DELUXE-HarvestStationaryDisp#0245	0.49	1	EA
	000000000000148389		Halloween/Garland/9ft#02481	0.49	1	EA
	000000000000148615		&&&DELUXE-HallwnWindwGelStickrAsst#14861	0.49	1	EA
	000000000000148793		&&&DELUXE-HallowPorchLightCoverAsst#2517	0.49	1	EA
	000000000000148818		&&&DELUXE-HallwChildMakeUpKitAsst#VH0080	0.49	1	EA
	000000000000148855		DELUXE-HallwnTerraCottaPmpkn3pk#2523	0.49	1	EA
	000000000000148986		&&1HallownDrinkingBottle22oz/Asst#02538	0.49	1	EA
	000000000000149059		&&1HallownTealightCandles6pkAsst#02558	0.49	1	EA
	000000000000149060		&&1HallowEmbosPillrCandle3x3inAsst#2557	0.49	1	EA

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000000000000149062	1	HallowSkeletonHeadCandleMetallic#2556	0.49	1	EA
000000000000149063	&&1	HallowPumpkinCandle/Asst#02555	0.49	1	EA
000000000000149064	&&1	HallowFloatingCandle/2pkAsst/#02554	0.49	1	EA
000000000000149065	Harvest	BowlShapedCandle/Asst/#02553	0.49	1	EA
000000000000149066	Harvest	PillarCandleMetallic3x3in#02552	0.49	1	EA
000000000000149068	&&1	HarvestScentVaseShapeCandleAsst#2550	0.49	1	EA
000000000000149069	&&1	HarvestFloatCandleMapleLeafAsst#2	0.49	1	EA
000000000000149070	Harvest	FloatingCandleLeaf/2pk/#02548	0.49	1	EA
000000000000149132	HALLOWEEN	TUMBLER 10oz/6pk/#20640	0.49	1	EA
000000000000149183	&&&Kids	ToyDoyky&BugLensesAsst#149183	0.49	1	EA
000000000000149204	&&1	CANDLE HOLDER SET/ASST/#02616	0.49	1	EA
000000000000149206	&&&Hallow	Socks/AsstDisp#02618	0.49	1	EA
000000000000149207	&&1	HallowSpookyGlovesAsstDisp#02619	0.49	1	EA
000000000000149210	&&1	DELUXE-HallowCandyPlate/8inAsst/#260	0.49	1	EA
000000000000149211	&&1	DELUXE-HallowCandyJar/5inAsst/#02602	0.49	1	EA
000000000000149214	DELUXE-Hallw	CandlPlateSkull7.5in#02605	0.49	1	EA
000000000000149215	&&&Hallow	Decoration/Asst/#02606	0.49	1	EA
000000000000149217	&&1	HarvestStonewarBakingDishAsst#02608	0.49	1	EA
000000000000149218	&&1	HarvestPorcelPilgrims7.25inAsst#02609	0.49	1	EA
000000000000149299	&&1	DELUXE-HarvestVase/4in/Asst/#02726	0.49	1	EA
000000000000149329	&&1	Digiview-HalloweenDVDsDisp#01330	0.49	1	EA
000000000000149573	FairyWingW/Tiara	/WandSet/#05066	0.49	1	EA
000000000000149575	&&1	DELUXE-GirlsCostumeSetSkirtAsst#2639	0.49	1	EA
000000000000149576	&&1	DELUXE-CostumeSetTopAsst#02640	0.49	1	EA
000000000000149577	&&&DELUXE	-CostumeFairySkirt/Asst#2641	0.49	1	EA
000000000000149580	DELUXE-Uniform	VinylDressUp#2643	0.49	1	EA
000000000000149605	HallowPumpkin	CarvinToolSet/3pcs#2648	0.49	1	EA
000000000000149607	&&1	HallowPlasWeaponPlaySetToyAsst#02635	0.49	1	EA
000000000000149660	DELUXE-Glass	TealightHldr/Floral#20828	0.49	1	EA
000000000000149665	&&1	HarvestCeramPumpkn&Contnr/Asst#20320	0.49	1	EA
000000000000149666	&&1	DELUXE-HarvestCeramCndlHldrAsst#20321	0.49	1	EA
000000000000149667	&&1	DELUXE-HarvTerraPmpknDecorAsst#20322	0.49	1	EA
000000000000149668	&&1	HallowTerraCotTealightHldrAsst#20323	0.49	1	EA
000000000000149672	&&1	DELUXE-HalloweenSpider&BatAsst#90241	0.49	1	EA
000000000000149673	DELUXE-Hallow	ServTray4Sect8.5in#90242	0.49	1	EA
000000000000149674	DELUXE-Hallow	ServingBowl/10in#90243	0.49	1	EA
000000000000149675	DELUXE-Hallow	ServingTray11.75in#90244	0.49	1	EA
000000000000149676	DELUXE-Hallow	Chip&DipTray/12in#90249	0.49	1	EA
000000000000149699	Halloween	WindchimeAsst#05164	0.49	1	EA
000000000000149846	DELUXE-Potpouri	Rose8oz#02661	0.49	1	EA
000000000000149847	DELUXE-Potpouri	Lemon8oz#02662	0.49	1	EA
000000000000149848	DELUXE-Potpouri	Lavender8oz#02663	0.49	1	EA
000000000000149849	DELUXE-Potpouri	Apple8oz#02664	0.49	1	EA
000000000000149876	&&1	DELUXE-HallowHairAccessorAsstDisp#267	0.49	1	EA
000000000000149882	&&1	DELUXE-HallowPlstcTreatBoxDisp#02678	0.49	1	EA
000000000000149883	DELUXE-Paper	JointedSkeleton5ft#02679	0.49	1	EA
000000000000149898	DELUXE-Harvest	PilgrimDecor/8in#20318	0.49	1	EA
000000000000149923	HallownChild	CostumeAccesso/2pc/#02684	0.49	1	EA
000000000000149959	HarvestIndian	Corn12X3in/Decor#02695	0.49	1	EA
000000000000149960	HallowDecor	CreepyCloth/30x96in/#2696	0.49	1	EA
000000000000149992	DELUXE-Harvest	PlastPlatterOval#2714	0.49	1	EA
000000000000149993	DELUXE-Harv	ServBwlPlastRnd13.5" #2715	0.49	1	EA
000000000000150088	&&1	DELUXE-GlassCandlHldrFlwrAsst#2734	0.49	1	EA
000000000000150091	&&1	DELUXE-GlssCndlHldrSeashelAsst#2736	0.49	1	EA
000000000000150092	&&1	DELUXE-GlssCndlHldrButtrflyAsst#2737	0.49	1	EA
000000000000150234	&&&DELUXE	-HarvstFlorlStem22in/Asst#2	0.49	1	EA
000000000000150235	&&&Del	HarvstPumpkinW/RibbnBeadAsst#2763	0.49	1	EA
000000000000150236	&&&DELUXE	-HarvestWreath/7in/Asst#027	0.49	1	EA
000000000000150450	DELUXE-Harvst	DecoLeafShapdAsst6ct#506	0.49	1	EA
000000000000150459	DELUXE-Hallow	DecorHolographcAsst#514	0.49	1	EA
000000000000150468	DELUXE-Hallow	LuminaryBagDeco/8ct#810	0.49	1	EA
000000000000150470	DELUXE-Harvest	HoneycombCtrpcAsst#	0.49	1	EA
000000000000150474	&&1	DELUXE-HallwTreatBag/16X13inAsst#3603	0.49	1	EA
000000000000150584	&&1	DELUXE-HalloweenTeaTin/Asst/#02780	0.49	1	EA
000000000000150808	&&1	HallowStickyGrossBodyPartsAsst#02	0.49	1	EA
000000000000150815	PEZ-Magc	CndyDspnsrWRaspRoll/ 29oz#93	0.49	1	EA
000000000000150850	&&1	DELUXE-HalloweenYardPickAsst#30922	0.49	1	EA

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000000000000152	&&1DELUXE-HallowHangingDecorAsst#30923	0.49	1 EA
000000000000150854	&&1HarvestGlassLeafDish/6in/Asst#30924	0.49	1 EA
000000000000150859	HarvestCandleHolder/FallColors#30925	0.49	1 EA
000000000000150864	HARVEST PUMPKINS STONEWARE#30921	0.49	1 EA
000000000000150978	DELUXE-HalloweenVotiveCandle#02854	0.49	1 EA
000000000000150992	SNAPPLE-GlassCandle/Lemon/3oz#4017	0.49	1 EA
000000000000150994	SNAPPLE-GlassCandle/Peach/3oz#4018	0.49	1 EA
000000000000150996	SNAPPLE-GlassCndlMangoMadnss3oz#4020	0.49	1 EA
000000000000150998	SnappleGlassCandleApple/3oz/#4022	0.49	1 EA
000000000000151000	SNAPPLE-GlassCndlPinkLemd3oz#4024	0.49	1 EA
000000000000151104	CeramicMug/BoneChina/Lg/#07713	0.49	1 EA
000000000000151172	&&1HarvestPmpknStonewareGlazedAsst#2860	0.49	1 EA
000000000000151182	HallownPartyGoodsPowrSpiderweb#25719	0.49	1 EA
000000000000151183	&&1DELUXE-MugBeadedHis&HersAsst#2867	0.49	1 EA
000000000000151255	Skull&BonesCandy/6.35oz/#151255	0.49	1 EA
000000000000151371	&&1NESTLE-GirlsSocksSz9-11Asst#01039	0.49	1 EA
000000000000151379	ROBINSON-ReflectorBowl/6in#30340	0.49	1 EA
000000000000151454	&&1DELUXE-HarvestStandScarcw13inAsst#12	0.49	1 EA
000000000000151486	AmandaTaylorLadySockOneSz1pr#TAT3001	0.49	1 EA
000000000000151526	&&1ScentdCandlSpring2.8ozAsst#WX-160404	0.49	1 EA
000000000000151527	ScentedCandleSpring/4oz/Asst#151527	0.49	1 EA
000000000000151559	&&1GoldMedal-WmnBltrSocks1prSz9-11#2	0.49	1 EA
000000000000151622	DELUXE-CeramicMug/Black/#151622	0.49	1 EA
000000000000151624	DELUXE-CeramicMug/Yellow/#151624	0.49	1 EA
000000000000151628	DELUXE-StonewareMug/Yellow/#151628	0.49	1 EA
000000000000151629	DELUXE-CeramicMug/Green/#151629	0.49	1 EA
000000000000151630	DELUXE-CeramicMug/Blue/#151630	0.49	1 EA
000000000000151631	DELUXE-CeramicMug/Black-A/#151631	0.49	1 EA
000000000000151634	DELUXE-Plate/Blk/Ceramic/10in#151634	0.49	1 EA
000000000000151635	DELUXE-CeramicPlte/Blue/11in/#151635	0.49	1 EA
000000000000151640	DELUXE-CeramicPlate/Blue/10.5in#2932	0.49	1 EA
000000000000151642	DELUXE-StonewarePlateBlk/10.5in#2935	0.49	1 EA
000000000000151643	DELUXE-CeramicPlate/Black/8in/#02936	0.49	1 EA
000000000000151645	DELUXE-CeramBPlate/Yllw10.5in#151645	0.49	1 EA
000000000000151647	DELUXE-CeramBPlate/Blu/10.5in#151647	0.49	1 EA
000000000000151648	DELUXE-StonewrePlateYllw/10.5in#2943	0.49	1 EA
000000000000151649	DELUXE-StonewrDnnrPlateGrn10.5#151649	0.49	1 EA
000000000000151650	DELUXE-Plate/Dinner/Blue/10.5in#2945	0.49	1 EA
000000000000151651	DELUXE-CeramPlate/Red/10.5in/#151651	0.49	1 EA
000000000000151652	DELUXE-StonewarePlateYllw/8in/#02947	0.49	1 EA
000000000000151653	DELUXE-StonewarePlateGrn/8in/#02948	0.49	1 EA
000000000000151654	DELUXE-StonewarePlate/Blue/8in#02949	0.49	1 EA
000000000000151656	DELUXE-CeramicBowl/Yllw/6in/#02951	0.49	1 EA
000000000000151657	DELUXE-CeramicBowl/Green/6in/#2952	0.49	1 EA
000000000000151658	DELUXE-CeramicBowl/Red/6in/#2953	0.49	1 EA
000000000000151795	DELUXE-StonewareCup&SaucerWht8in#2973	0.49	1 EA
000000000000151797	DELUXE-StonewareMugZWhite/10oz#151797	0.49	1 EA
000000000000151806	StonewareMug/QWhite/12oz/#DCP1980	0.49	1 EA
000000000000151991	&&1MySocksLadiesSocks/Asst/3pk/#151991	0.49	1 EA
000000000000152005	&&&KatesPillarCandle/3in/Asst/	0.49	1 EA
000000000000152079	&&1DELUXE-PorcelCandlHldr7.25inAsst#300	0.49	1 EA
000000000000152275	&&&NickJr-DoraSockSz4-6Asst1pr#152275	0.49	1 EA
000000000000152276	BluesCluesToddlerSockSz2-4T1pr#152276	0.49	1 EA
000000000000152277	NickJr-DoraSockSz6-8Asst1pr#15227	0.49	1 EA
000000000000152278	&&&DISNEY-W.PoohSockAsstSz6-8/1pk#152278	0.49	1 EA
000000000000152280	Disney-PoohSocksAsst1pkSz9-11#152280	0.49	1 EA
000000000000152455	&&&HallownHarvstStickScrbk#ASST-STICER	0.49	1 EA
000000000000152613	&&&HallownBakeCup&CookiCuttrAsstDisp#9970	0.49	1 EA
000000000000152652	DinnerPlate/Rnd/Green/10.5in#TTUJ4031	0.49	1 EA
000000000000152695	CeramicPlatePreludeGrn11.5in#TTU-C6021	0.49	1 EA
000000000000152813	NewSeasons-Scrapbook/AutumnPk#74106	0.49	1 EA
000000000000152849	&&&HalloweenRingLight/Asst/Disp#HC068	0.49	1 EA
000000000000152894	&&1DELUXE-DolomiteMug/Sports/Asst#3069	0.49	1 EA
000000000000152898	&&1GIBSON-CermMugPirateFlagAsst14#86911	0.49	1 EA
000000000000153208	HallownPolyesterRoseBush/7Head#00302	0.49	1 EA
000000000000153259	CandleJarGlassW/Lid/Asst/4oz#00675	0.49	1 EA
000000000000153401	&&&LEGGs-WearAsstStyleSocks/#4755	0.49	1 EA

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	0000000000000153	3 &&&Fantasy-GlowJewelryAsst#GP8403	0.49	1 EA
	000000000000015306	Fantasy-GlowEyeGlasses/3pk#PDQ991	0.49	1 EA
	000000000000153434	Spongebobs-BookHauntedCarnival#87880	0.49	1 EA
	000000000000153637	&&1GIBSON-DinnrwrReactivBluAsst#63776.01	0.49	1 EA
	000000000000153639	&&1GIBSON-DinnrwrReactivCaraml#63777.01	0.49	1 EA
	000000000000153724	StonewareWhiteMug/12oz/#03103	0.49	1 EA
	000000000000153898	&&&KIDS-EverydayGirlTights2prAsst#153898	0.49	1 EA
	000000000000153899	&&1LadiesDamesTrouserSocks/2pr/Asst#NONE	0.49	1 EA
	000000000000154055	DELUXE-PillarCandleW/EffectAsst#3127	0.49	1 EA
	000000000000154056	DELUXE-SpringScentVaseCandleAsst#3128	0.49	1 EA
	000000000000154057	DELUXE-MarbleEffectPillarCandle#3129	0.49	1 EA
	000000000000154058	DELUXE-SpringScentedPillarCandle#03130	0.49	1 EA
	000000000000154059	DELUXE-MetallicTaperCandleGold2ct#3131	0.49	1 EA
	000000000000154063	DELUXE-MetallicPillarCandleGold#3132	0.49	1 EA
	000000000000154064	DELUXE-EverydayCndIPillrCndIRed#03133	0.49	1 EA
	000000000000154065	&&1DELUXE-PillarCandleW/EffectAsst#3134	0.49	1 EA
	000000000000154066	&&1DELUXE-Metal12inTapers2PkAsst#3135	0.49	1 EA
	000000000000154122	DELUXE-MetallicTaprCandleSilvr2ct#3141	0.49	1 EA
	000000000000154123	DELUXE-MetallicTaprCandleWhi/2ct#3142	0.49	1 EA
	000000000000154124	DELUXE-MetallicTaprCandlePink2ct#3143	0.49	1 EA
	000000000000154125	DELUXE-MetallicTaprCandleBlu/2ct#3144	0.49	1 EA
	000000000000154126	DELUXE-MetallicTaprCandleGm/2ct#03145	0.49	1 EA
	000000000000154127	DELUXE-MetallicTaprCandleYellw/2ct#3146	0.49	1 EA
	000000000000154128	DELUXE-TaprCandleMetallicLavndr2ct#3147	0.49	1 EA
	000000000000154131	DELUXE-MetallicPillrCandle/Pink#3150	0.49	1 EA
	000000000000154132	DELUXE-MetallicPillrCandle/Blue#3151	0.49	1 EA
	000000000000154133	DELUXE-MetallicPillrCandle/Green#3152	0.49	1 EA
	000000000000154134	DELUXE-MetallicPillrCandle/Yellow#3153	0.49	1 EA
	000000000000154135	DELUXE-MetallicPillrCandleLavndr#3154	0.49	1 EA
	000000000000154158	&&&HANES-WomanPantyhoseAsstColr&Sz#NONE	0.49	1 EA
	000000000000154204	DELUXE-2ToneRidPillarCandleScent#3161	0.49	1 EA
	000000000000154205	DELUXE-2TonePillarCandleScentd#03162	0.49	1 EA
	000000000000154206	DELUXE-SquarePillrCandleScentd#03163	0.49	1 EA
	000000000000154207	DELUXE-ScentedVotiveCandle/2Pk#03164	0.49	1 EA
	000000000000154208	DELUXE-ScentedBallCandle/3.5in#03165	0.49	1 EA
	000000000000154209	DELUXE-BowlCandleScentd/3.5in#03166	0.49	1 EA
	000000000000154210	DELUXE-PillarCandleScentd/2X4in#3167	0.49	1 EA
	000000000000154243	MULBERRY-CatalanCeramPlate10.5#12868	0.49	1 EA
	000000000000154328	&&&HalloweenCasperPartyFavorsDisp#20073	0.49	1 EA
	000000000000154508	DELUXE-HallowTreatBag/16x13in/#509	0.49	1 EA
	000000000000154526	&&1JarCandle/4oz/Asst#VXJ8100GLA	0.49	1 EA
	000000000000154574	PumpkinGlassVotivHldrW/OrangeCandle	0.49	1 EA
	000000000000154762	&&1DELUXE-SpringCandleHoldersAsst#03197	0.49	1 EA
	000000000000154970	&&1PomPoms-SocksF/GirlsSz9-11Asst#E12911	0.49	1 EA
	000000000000155009	GlassCandlePlate/Clear/8.2in#BP003	0.49	1 EA
	000000000000155194	CandlePlate/Glass/Clr/5in/PDQ/#27577	0.49	1 EA
	000000000000155238	&&&NoNonsenseBusCasualSocksAsst1pr#ZZ2VP	0.49	1 EA
	000000000000155376	FarberwareDinnrPlateBlue10.5in#200015	0.49	1 EA
	000000000000155377	FarberwareDinnrPlateOrnge10.5in#200115	0.49	1 EA
	000000000000155384	&&1PillarCandle/Patriotic/Asst#155384	0.49	1 EA
	000000000000155387	&&1PillarCandle/Seashell/2LayrAsst#15538	0.49	1 EA
	000000000000155388	&&1GlassCandle/Seashell/Asst2.68oz#15538	0.49	1 EA
	000000000000155389	&&1Candle/LuauFlowerShaped/2pkAsst#15538	0.49	1 EA
	000000000000155390	&&1Candle/SeashellShape/1.85in/Asst#1553	0.49	1 EA
	000000000000155391	&&1TealightCandle/LuauFlowerAsst/5pk#1553	0.49	1 EA
	000000000000155394	&&1PillarCandleLuauHisbisFlwrAsst#155394	0.49	1 EA
	000000000000155397	&&1PillarCandle/Leopard&ZebraAsst#155397	0.49	1 EA
	000000000000155471	&&&LeggsWearWideRibTrsrSockAsst#51919	0.49	1 EA
	000000000000155473	LEGGs-WearTrouserSocksAsst/#91845	0.49	1 EA
	000000000000155476	&&&SolutionByHanesKneeHighsAsst2pk#ASST	0.49	1 EA
	000000000000155484	&&&LEGGs-WearDressSocksAsst/#ASST	0.49	1 EA
	000000000000155669	DollarGenCndIHldrGlssPlateClr6"ML6D	0.49	1 EA
	000000000000156033	&&&DELUXE-StonewareSilverTrimAsst#03302	0.49	1 EA
	000000000000156034	&&&DELUXE-StonewareGoldTrimAsst#03303	0.49	1 EA
	000000000000156040	&&1DELUXE-GlassCndIHldr/2pk/Asst#156040	0.49	1 EA
	000000000000156425	&&1MySocks-KneeHighs/Asst/2pk#T56947	0.49	1 EA
	000000000000156599	&&1LadiesNoveltySocks/2pk/Asst/#10014	0.49	1 EA

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	00000000000055	GATORADE-G2Elec/Grape/32oz#32348	0.8999	1	EA
	000000000000550601	Gatorade-G2Elec/32oz.Ft.Punch#32346	0.8999	1	EA
	000000000000550847	GATORADE-G2Elec/StrawKiwi/32oz#32250	0.8999	1	EA
	000000000000553288	GATORADE-TrueForce/32oz.Tiger#32248	0.8999	1	EA
	000000000000553565	CHEETOS-ChileLimonSnacks/2.25oz#7878	0.8999	1	EA
	000000000000553904	M&MsNascarChocPntKngSz3.27oz#34348	0.8999	1	EA
	000000000000554414	3Musketeers-ChocMintBar/KngSz#27745	0.8999	1	EA
	000000000000555176	GATORADE-32oz.BluRasp&BerChery#32188	0.8999	1	EA
	000000000000557714	SNICKERS-ChocAlmndCndyBarKngSz#32247	0.8999	1	EA
	000000000000558440	REESES-EasterEggKingSize/2.4oz#47362	0.8999	1	EA
	000000000000558627	GATORADE-FierceGrape/32oz#32323	0.8999	1	EA
	000000000000558628	GATORADE-DrinkOrngGiveHope32oz#32835	0.8999	1	EA
	000000000000559576	GATORADE/G2-DrinkLemonLime32oz@32272	0.8999	1	EA
	000000000000559577	GATORADE-BERRY RAIN/32oz.drink@32436	0.8999	1	EA
	000000000000560908	GatoradeG2LowCalGlacrFrz/32oz#32015	0.8999	1	EA
	000000000000561960	M&Ms-MixedChocBar/z#37994	0.8999	1	EA
	000000000000562675	REESES-HillwnPumpChocoKingSz2.4#47367	0.8999	1	EA
	000000000000563976	SwansonBeefBroth99%FatFr14.5oz#2421	0.8999	1	EA
	000000000000566569	MarieCailenders-PancakeMix/7oz#14014	0.8999	1	EA
	000000000000604630	Gatorade-GrapeMilitaryDrnk32oz@32167	0.8999	1	EA
	000000000000607402	G2 ThirstQuenDrinkRaspMeln32oz#13151	0.8999	1	EA
	000000000000607559	BumbleBee-ChunkLtTunaTouchLmn5oz#19	0.8999	1	EA
	000000000000608378	Gatorade-DrinkGrape/32oz/@72014	0.8999	1	EA
	000000000000608441	Gatorade-G2DrinkOrange/32oz/@32175	0.8999	1	EA
	000000000000608573	Gatorade-OrangeDrink/32oz/@10290	0.8999	1	EA
	000000000000608605	Gatorade-DrinkFierceGrape32oz@@32817	0.8999	1	EA
	000000000000608607	GatoradeLimeCucumber32ozDrink#13224	0.8999	1	EA
	000000000000609504	Gatorade-DrnkVtermelnCitrs32oz#13226	0.8999	1	EA
	000000000000610088	ReesesMiniPntButtrCupCndy2.5oz@47025	0.8999	1	EA
	000000000000610460	G2/ThirstQuenDrnkTropBlend32oz#13154	0.8999	1	EA
	000000000000611656	ReesesPeantBtrCndyKingSz3oz@43021	0.8999	1	EA
	000000000000611707	PayDay-PnutCarmIKingBar/3.4oz/@80728	0.8999	1	EA
	000000000000613047	CARAMELLO-ChocW/CrmlCandyBar2.7@5241	0.8999	1	EA
	000000000000613059	Hershey-SpecDarkChocoKingSz2.6#22500	0.8999	1	EA
	000000000000613525	Gatorade-PowerDrinkOrange/32oz@13397	0.8999	1	EA
	000000000000614028	GatoradeGlcrFrze32ozSeattleSeaHawks@	0.8999	1	EA
	000000000000614535	PeaceTea-ImportedCeylonTea/23oz#408	0.8999	1	EA
	000000000000614536	PeaceTea-DietGreenTea/23ozCan#00401	0.8999	1	EA
	000000000000614537	PeaceTea-UnsweetenedTea/23ozCan#411	0.8999	1	EA
	000000000000614566	MilkyWaySimplyCaramelBar3.14oz@44205	0.8999	1	EA
	000000000000614758	ReesesCrispCmchPntBtrChoco3.1#49006	0.8999	1	EA
	000000000000615324	MilkyWay-ChocoSimplCaraml/2.84#44205	0.8999	1	EA
	000000000000616279	Snickers-KingSizeChocBar/2pc/@32252	0.8999	1	EA
	000000000000616910	ChefMichaelsDogFdBfShrtRib3oz#14573	0.8999	1	EA
	000000000000616911	ChefMichaelsDogFdBrstdBrskt3oz#14569	0.8999	1	EA
	000000000000616912	ChefMichaelsDogFdStewedChkn3oz#14571	0.8999	1	EA
	000000000000617761	(S)KITTLESKingSize4oz#04046008	0.8999	1	EA
	000000000000618166	WhiteRainMousse/Volume/5oz#77032	0.8999	1	EA
	000000000000618167	WhiteRainHairSprayXHoldUnsc7oz#77026	0.8999	1	EA
	000000000000618900	Hersheys-MlkChocBarKingSz2.6oz@22000	0.8999	1	EA
	000000000000618966	BarS-BunLngthFrankChikn&Prk12oz#6337	0.8999	1	EA
	000000000000618967	BarS-FranksChicken&Pork/12oz#06338	0.8999	1	EA
	000000000000618996	TheAllen-SeasonedBlkBeans/15oz#32611	0.8999	1	EA
	000000000000619654	ChefMichaelsDogFdBeefTender3oz@14776	0.8999	1	EA
	000000000000619655	ChefMichaelsDogFdRoastChckn3oz@14778	0.8999	1	EA
	000000000000619836	M&Ms-MilkChocPretzelKngSzPDQ@47465	0.8999	1	EA
	000000000000621485	PeaceTea-GreenTea/23ozCan#00404	0.8999	1	EA
	000000000000623002	ButterfingerSnackrzKngSz2.56oz@64584	0.8999	1	EA
	000000000000624143	Gatorade-DrinkTangerine/32oz#13482	0.8999	1	EA
	000000000000624304	TwixPnutBtrChocoCndyKingSz2.8#35390	0.8999	1	EA
	000000000000624642	PeaceTea-GreenTea23ozPP\$.99#81450	0.8999	1	EA
	000000000000626402	M&Ms-PatriotMilkChocoCandy3.14#42024	0.8999	1	EA
	000000000000626546	LifesaversGummiesFiveFlvr4.2oz@01464	0.8999	1	EA
	000000000000626547	SkittlesOriginalShareSize/4oz/@00460	0.8999	1	EA
	000000000000626549	StarburstOriginalShareSz/3.45Ooz@445	0.8999	1	EA
	000000000000628254	PopsicleBigStickCherryPineapple3.5oz	0.8999	1	EA
	000000000000629079	GatoradelowCalDrnkRasplmnde32#13461	0.8999	1	EA

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00000000000062	7	Gatorade-DrinkBlueRaspbrry32oz@32572	0.8999	1	EA
000000000000629890		Gatorade-DrinkStrawWatermelon32#13464	0.8999	1	EA
000000000000631077		DeMets-TurtlesChocOrig3pc1.76oz#502	0.8999	1	EA
000000000000633275		ARIZONA-KiwiStrawCocktail/23oz@71949	0.8999	1	EA
000000000000633276		ArizonaMuchoMangoCocktail/23oz#73541	0.8999	1	EA
000000000000633277		ArizonaWatermelonCocktail/23oz#72034	0.8999	1	EA
000000000000638978		StocktonRecordNewspaper-Daily/@11111	0.8999	1	EA
000000000000112179		Yoplait-StrwPunchWatrmInYogrt6pk#723	0.99	1	EA
000000000000159308		HelenOfTroySunlessTanAirbrshSys#2030	0.99	1	EA
000000000000162377		Scooter/Metal#SCOOTER/CA6	0.99	1	EA
000000000000170017		BulkRedDeliciousApples	0.99	1	LB
000000000000172651		IsoundiPodTripodShuffle#DGUN-832	0.99	1	EA
000000000000175985		BulkBroccoliCrowns	0.99	1	LB
000000000000181386		BulkFreshProduce-GreenBeans	0.99	1	LB
000000000000182992		LCDFLATSCREENCOLORTV-GRANDOPENING	0.99	1	EA
000000000000189225		BRAND NEW \$2 DOLLAR BILL/#NONE	0.99	1	EA
000000000000190924		BellSouthCallerIDw/CallWaitn#CI-7112	0.99	1	EA
000000000000192924		PillsburySwTMomntBiteBrwChc5.2#41591	0.99	1	EA
000000000000192976		HanesWmnTShrt100%CtnAsstCol&Sz#Asst	0.99	1	EA
000000000000533924		AutomatcCordlessPowrdScissor#1606130	0.99	1	EA
000000000000544163		Book/ArtOfPiratesOfTheCaribbean#10318	0.99	1	EA
000000000000545393		&&1W.B.-DVD/TheOneWithFriendsAsst3pk	0.99	1	EA
000000000000549238		BELKIN-NetmasterMouse2Button#F8E204M	0.99	1	EA
000000000000550159		W.B.-DVD/FriendsBdays#76694	0.99	1	EA
000000000000554986		HASBRO-Game/TheMomentOfTruth#04823	0.99	1	EA
000000000000560455		SoundBasePortableSpeakerSystem#01533	0.99	1	EA
000000000000560460		PlayPomsExtensionsF/WiRemotes#1116	0.99	1	EA
000000000000560461		SambaMaracasForWii/Red/#01115	0.99	1	EA
000000000000565914		ACDelcoAlumFlashlightComboValu#AC317	0.99	1	EA
000000000000600051		GuitarControlrFaceplatLesPaul#95219	0.99	1	EA
000000000000603951		Microsoft-NotebookOpticalMouse#00011	0.99	1	EA
000000000000603957		TARGUS-UniverAirDVDChargr40W#APD51US	0.99	1	EA
000000000000615503		ACDelco-LEDFlashlt1Wt3BattrAAA#AC323	0.99	1	EA
000000000000617184		RCA22inchLCDHDTV	0.99	1	EA
000000000000617833		BackpackRedPlaid/FullSize#80540	0.99	1	EA
000000000000621994		BulkFreshCherries	0.99	1	LB
000000000000622000		BulkFreshKiwiFruit	0.99	1	LB
000000000000622152		BulkGoldenDeliciousApples	0.99	1	LB
000000000000622168		BulkFreshDonutPeaches	0.99	1	LB
000000000000622191		BulkFreshCherries	0.99	1	LB
000000000000622193		BulkJonathanApples	0.99	1	LB
000000000000622194		BulkFreshApricots	0.99	1	LB
000000000000623325		BulkFreshSeedlessGrapes	0.99	1	LB
000000000000623597		LakersKobeBryantBackpack#KL5980774	0.99	1	EA
000000000000188489		V8-FusionPomegrJce+Gm Tea46oz#190879	1.49	1	EA
000000000000607230		ChipsAhoyAmerSummerCookies12.2#2680	1.49	1	EA
000000000000622790		V8-Fusion100%GrapeRaspJce46oz#19244	1.49	1	EA
000000000000623793		CrystalLtdMkMixLmnd/Stawbrr3ct#0462	1.49	1	EA
000000000000625938		TwizzlerStrawberryTwist/9.28oz#58010	1.49	1	EA
000000000000626267		CheezIt-CrackersHot&Spicy/7oz#70583	1.49	1	EA
000000000000626699		FamousAmosVanCremeCookies/14oz#39580	1.49	1	EA
000000000000627724		ReesesPeanutButtrCupCane3.15oz#44086	1.49	1	EA
000000000000186244		&&WineAsstBrand{DynastyFarm}750ml#A	1.79	1	EA
000000000000623240		ViniDellaDuchea'05PinotWine750#11010	1.79	1	EA
000000000000623715		Fortress-08'NovateurBlncWine750#5154	1.79	1	EA
000000000000624111		Puiatti-07'ZuccolePinotWine750#12002	1.79	1	EA
000000000000624113		SUD-04'PrimitivoMerlotWine750#96802	1.79	1	EA
000000000000624213		EYEMicrofiberLensCleanCloth2ct@00353	1.79	1	EA
000000000000624294		Zuccole06'PintGrigioWhtWine750#11002	1.79	1	EA
000000000000624296		Wieninger06'ViennaFieldWine750#85522	1.79	1	EA
000000000000624312		SUD-07'PrimitvMerlotRedWine750#96702	1.79	1	EA
000000000000624402		CrazyLegs06'SauvignBlancWine750#SAVN	1.79	1	EA
000000000000624511		PacificRim-07'RielslingWine750#10127	1.79	1	EA
000000000000625185		Homard"Lobster"WhtWineAsst750ml#ASST	1.79	1	EA
000000000000625477		YabbyLake-07'ChardonnayWine750ml#87	1.79	1	EA
000000000000625478		Cooralook-08'PinotGrisWine750ml#162	1.79	1	EA
000000000000627238		Storyteller09'CheninBlncWine750#43676	1.79	1	EA

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	00000000000062	3	Storyteller09ChardonnayWine750#43677	1.79	1	EA
	000000000000620021		AndrewHarris-2001MerlotWine750#30103	1.79	1	EA
	000000000000628622		TurnerCellar03CaberSauvWine750#86718	1.79	1	EA
	000000000000628623		AndrewHarris01CaberSauvWine750#30201	1.79	1	EA
	000000000000628624		GunnWoolshed1998VintageWine750ml#332	1.79	1	EA
	000000000000628625		TerrosoDe2004DouroWine750ml#111143	1.79	1	EA
	000000000000628626		AndrewHarris99'CabrMerlWine750#30204	1.79	1	EA
	000000000000628627		Bordeaux06'ChateauCablnCvne750#3100	1.79	1	EA
	000000000000628628		LopezPanach-2002RedWine750ml#52219	1.79	1	EA
	000000000000628629		Fusion07'RieslingNaheWine750ml#85001	1.79	1	EA
	000000000000628630		ZellerSchwarzeKatz07'Wine750ml#85610	1.79	1	EA
	000000000000629246		FlorDelMontgo09'VerdejoWine750ml#231	1.79	1	EA
	000000000000629477		Bellaterra'08WinePnotNoir750ml#12091	1.79	1	EA
	000000000000629480		Coalition2006CabrrtSauvWine750#12080	1.79	1	EA
	000000000000629482		Pug2008PinotNoirWine/750ml#12084	1.79	1	EA
	000000000000629483		Marina09'SyrabMendocinoWine750#12089	1.79	1	EA
	000000000000629493		5Ponts'08WinePinotNoirRed750ml#12083	1.79	1	EA
	000000000000629575		Chamonix2006SauvignBlancWine750ml#10	1.79	1	EA
	000000000000629576		Savanha-2008SauvignBlancWine750ml#67	1.79	1	EA
	000000000000629577		RoystHill2006SauvignBlncWine750#23906	1.79	1	EA
	000000000000629578		RoysHill-2005MerlotWine/750ml#63905	1.79	1	EA
	000000000000629579		ThreeWinds2007SauvBlancWine750#27025	1.79	1	EA
	000000000000629620		GeniuneBS-2008SyrahWine750ml#12110	1.79	1	EA
	000000000000629633		Montio-2008PinotNoirWine750ml#12107	1.79	1	EA
	000000000000629654		Melhill2009ChardonnayWine750ml#12114	1.79	1	EA
	000000000000124290		HOUSTON CHRONICLE- SUNDAY NEWSPAPER	1.99	1	EA
	000000000000141339		LasVegasReviewJournlSundayPaprr#00003	1.99	1	EA
	000000000000156792		RITZ- ToastedChips/Orig/8.1oz#1559	1.99	1	EA
	0000000000000547805		QUARTZ- CLOCK/10in/#CC600	1.99	1	EA
	000000000000604148		DeTierra-2007PinotNoirWine/750ml#112	1.99	1	EA
	000000000000604149		DeTierra-2007MerlotRedWine/750ml#125	1.99	1	EA
	000000000000604150		DeTierra-06'PinotNoirWine750ml#12232	1.99	1	EA
	000000000000609162		Dixie-Plates8 1/2in 56ct #63056	1.99	1	EA
	000000000000610146		Izze-SparkJceLwCalLimn4pk12oz#40330	1.99	1	P01
	000000000000610240		Vaseline-CocoaBttrSkinLtn10oz#13441	1.99	1	EA
	000000000000610281		Q-Tips-BabyPackCottnSwabs285ct#8088	1.99	1	EA
	000000000000610282		Ponds-WetCleansngTowelOrig30ct#11698	1.99	1	EA
	000000000000610790		SaraLee-ApplePie10"lInch 42oz#5859	1.99	1	EA
	000000000000611360		NestleCafeBonkaMixBlend/8.81oz#28045	1.99	1	EA
	000000000000611466		NestleCafeBonkaItaliaRst8.81oz#98888	1.99	1	EA
	000000000000612967		Izze-SprkLcMandarnLwCl4pk12oz#40332	1.99	1	P01
	000000000000613184		IzzeSprkLcLwCalBlkRasp4pk12oz#40131	1.99	1	P01
	000000000000614873		AlmondJoyMilkChocPcs/10ozPouch#11424	1.99	1	EA
	000000000000615533		SuaveLeaveCondBlkRsp&WhitTea6.7#12130	1.99	1	EA
	000000000000616314		AwsmeDetergent100ozRainFresh#10007	1.99	1	EA
	000000000000616316		AwesomeDetergent100ozOriginal/#10009	1.99	1	EA
	000000000000619630		Dove-HairSprayAeroslXtrHold7oz#56020	1.99	1	EA
	000000000000619826		HersheyCookie&CrmDropsChoco8oz#27106	1.99	1	EA
	000000000000619827		York-PeppermintChocoPcs10.5oz#11421	1.99	1	EA
	000000000000619828		Hershey-MilkChocoDrops/8ozBag#27104	1.99	1	EA
	000000000000619829		Reeses-PeantButrChocoPcs10.5oz#11420	1.99	1	EA
	000000000000619830		Reeses-PeantButrChocoMinis/8oz#47020	1.99	1	EA
	000000000000623128		BuriedCane-2007&2008Wine/750ml#02112	1.99	1	EA
	000000000000623384		Cellars'07MerlotBlancWine750ml#85159	1.99	1	EA
	000000000000624240		CalPoty08'LuisObispoWhitWine750#66668	1.99	1	EA
	000000000000624300		Vesevo07'GreccoDiTufoWhitWine750#1451	1.99	1	EA
	000000000000624317		Snapsac-InsulatedCoolerTote#624317	1.99	1	EA
	000000000000624370		KoolAid-DrnkMixAsstFlav6.6oz3pk#4619	1.99	1	EA
	000000000000624401		CrazyLegs-05'RougeRedWine750ml#RED	1.99	1	EA
	000000000000624726		SuaveBodyWashForKidsBerry 12oz#60496	1.99	1	EA
	000000000000624815		SpaldingRed&Blue/NBA/MniBall#32307	1.99	1	EA
	000000000000625931		HersheyPcsMilkChocW/Almonds8oz@11438	1.99	1	EA
	000000000000625932		RoloMinisCaramellnMilkChoc/8oz@47100	1.99	1	EA
	000000000000626245		RobitussinChldCough&CldFiPnch4#69312	1.99	1	EA
	000000000000626266		KelloggsCerealSpideyBerry8.7oz#59037	1.99	1	EA
	000000000000626269		DecorativeGourd/5- Count/#	1.99	1	EA
	000000000000626875		KeeblerFudge&GrahamSandwch11oz#59443	1.99	1	EA

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000000000000626	KeeblerCinnamonRollCookies10oz#70026	1.99	1	EA
000000000000626881	KEEBLER-CookiesFudgeMint/10oz/#44057	1.99	1	EA
000000000000626883	KeeblerFudgeCookieCocoDream8.5#50560	1.99	1	EA
000000000000627214	V8-EnergyShot/BerryBlast/2pk/#19545	1.99	1	EA
000000000000627351	RaveHairspray4XMegaScnted/11oz#05242	1.99	1	EA
000000000000627352	RaveHairspray4XMegaUnscntd11oz#05243	1.99	1	EA
000000000000627446	Gamesa-PopularesCookies31.7oz#00979	1.99	1	EA
000000000000627582	FamousAmosChocChp&PecanCkie8oz#54674	1.99	1	EA
000000000000627584	KashiHappyTrailMxSoftCookie8.5#62002	1.99	1	EA
000000000000627718	YorkXmasPeppermintPatty/8.5oz#28710	1.99	1	EA
000000000000627997	AveryStcyNoteYllwPastl3x3"12pk#22633	1.99	1	EA
000000000000628285	NatValleyGranThinsDrkChoco15pk#44099	1.99	1	EA
000000000000628309	Meijer-BigRollTowel/2pk/#26422	1.99	1	EA
000000000000629481	Esquare-08'PinotNoirWine/750ml#12088	1.99	1	EA
000000000000629484	Waveland09'ChardonnayWine750#12079	1.99	1	EA
000000000000629491	Berteafam2008CabrnSauvWine750#12090	1.99	1	EA
000000000000629632	SanFrancisco09'SyrahWine750ml#12112	1.99	1	EA
000000000000629636	TwinOaks-08'PinotNoirWine750ml#12109	1.99	1	EA
000000000000630591	CastlewdGrove05'ChardonWine750#90316	1.99	1	EA
000000000000630592	Riesling-05'MosellandWine750ml#86555	1.99	1	EA
000000000000630593	DomaineAlfrd05'PinotGrisWine750ml#51	1.99	1	EA
000000000000630595	Castlewd05'GewurztramnrWine750#90319	1.99	1	EA
000000000000630596	Sandholdt-05'ChardonnayWine750#70447	1.99	1	EA
000000000000630657	Ludwing05'LiebfraumilchWine750#20100	1.99	1	EA
000000000000630658	DomaineAlfrd05'RoseWine750ml#00039	1.99	1	EA
000000000000630659	SideYard-2006PinotGrigio750ml#86725	1.99	1	EA
000000000000631369	YamhillVally07PinotBlncWine750#55515	1.99	1	EA
000000000000631370	Sipino2007OregonPinotBlancWine750#82	1.99	1	EA
000000000000631371	2007BridalVeilRieslingWine750#11021	1.99	1	EA
000000000000631372	07FamMatriarchPinotBlncWine750#11023	1.99	1	EA
000000000000631373	2007QueenOfWineChardonnay750ml#11020	1.99	1	EA
000000000000631374	07ClsscElegncePinotGrisWine750#11024	1.99	1	EA
000000000000631660	LivePlants/Mums/6in/#65160	1.99	1	EA
000000000000631662	LivePlants/Hyacinths/6in/#96389	1.99	1	EA
000000000000631901	StatonHills'97CabernSauv750ml#66502	1.99	1	EA
000000000000633217	Robledo05'SauvignonBlancWine750#NONE	1.99	1	EA
000000000000635606	LaraBar-BarsBluberryMuffin16ct#40516	1.99	1	EA
000000000000636371	KlondikeChocIceCrmSand6pk25.3#20402	1.99	1	EA
000000000000638901	PaperMagicHalloweenAsstCostumes+9.00	1.99	1	EA
000000000000639102	BlueBunny-CherryNutIceCrm56oz#03550	1.99	1	EA
000000000000639103	BlueBunnyRedVlvtCkelceCrm16oz#00602	1.99	1	EA
000000000000639104	BlueBunnyNeapolitanIceCrm56oz#03512	1.99	1	EA
000000000000639105	CowBelleCrmrBtrPcanIceCrm48oz#40231	1.99	1	EA
000000000000639106	BlueBunnyStraw4FvrShrtck56oz#00467	1.99	1	EA
000000000000639107	BlueBunnyCarmlCrmchIceCrm12ct#31350	1.99	1	EA
000000000000639108	CoeBelleCrmrRockyRdlceCrm48oz#40233	1.99	1	EA
000000000000639118	PolarTreatsMngFrtBar6ct2.75oz#00672	1.99	1	EA
000000000000639248	NestleCafeBonkaClsscMedRst8.81#89298	1.99	1	EA
000000000000639575	PaperMagicHweenAssVlgs/Mask/Accesso	1.99	1	EA
000000000000619181	Large AA Eggs-18ct#00252	2.29	1	EA
000000000000630170	AngeloPorettiOriginalAle11.2oz/3pk	2.39	1	EA
000000000000000008	OZARKA-SpringDrinkWater16.9caseof15	2.49	1	EA
000000000000184506	Hersheys-KissesW/Almonds11oz#13231	2.49	1	EA
000000000000611105	KissesSpecialDarkChocolate11oz#12088	2.49	1	EA
000000000000611182	KissesFilledW MintTruffle 10oz#12990	2.49	1	EA
000000000000611212	ReesesPiecesCandyEgg/12oz#18861	2.49	1	EA
000000000000611428	AXEExciteDeodorantBodyspray4oz#11501	2.49	1	EA
000000000000613410	100CalorRightBitesVarty12pk9oz#37247	2.49	1	EA
000000000000615243	AxeEssenceEditeBodyspry4oz+Bonus1oz@	2.49	1	EA
000000000000619492	SunsweetApricotsMediterranean16oz#03	2.49	1	EA
000000000000623368	HotPocketSnicksGrldItaln25oz#00306	2.49	1	EA
000000000000625917	YorkPeppmntPattiesDarkChoc12oz@4752	2.49	1	EA
000000000000625918	HersheysKissesMilkChoc/12oz/@@13000	2.49	1	EA
000000000000625940	YorkPeppmntPattiesDarkChoc13.2@4398	2.49	1	EA
000000000000625951	HersheysKissesMilkChoc/13.2oz/@13991	2.49	1	EA
000000000000625952	Hershey-MiniaturesCandy/13.2oz@21391	2.49	1	EA
000000000000625953	Reeses-PntButtrMiniCups/13.2oz@44946	2.49	1	EA

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00000000000062	3Musketeers-Miniatures/10oz/#16468	2.49	1	EA
000000000000626127	DoveDrkChocSeaSaltCaraml/8.5oz#42118	2.49	1	EA
000000000000627722	HersheyKissesFildW/Cherry10oz@12123	2.49	1	EA
000000000000627725	KissesXmasSpecDarkChoc/11oz/@12117	2.49	1	EA
000000000000615727	SutterHomePinotGrigioWine/750ml/#69	2.79	1	EA
000000000000615729	CraneLakeChardWine/750ml/#39400	2.79	1	EA
000000000000616587	LurtonBartonNegroRedWine/750ml/#82622	2.79	1	EA
000000000000616588	TavernelloBiancoWine/750ml/@@01069	2.79	1	EA
000000000000616589	TavernelloRossoWine/750ml/@@01068	2.79	1	EA
000000000000622904	SanRocco/PinotGrigio/Veneto/750ML#	2.79	1	EA
000000000000624529	FincaDanielaWine04/06CabrSau750ml@26	2.79	1	EA
000000000000624530	FincaDanielaWine08Malbec750ml@00025	2.79	1	EA
000000000000624531	FincaDanielaWine04Tmpranillo750ml@27	2.79	1	EA
000000000000624532	HumbertoBarberisSparklinWine750ml@82	2.79	1	EA
000000000000624533	CumbresAndinasNVSparklinWine750ml@692	2.79	1	EA
000000000000624535	Donaria04Wine/Bonarda/750ml/@@39204	2.79	1	EA
000000000000624536	DonariaWine05CabernSauvig750ml@39305	2.79	1	EA
000000000000624537	DonariaWine04Syrah/750ml/@@39404	2.79	1	EA
000000000000624538	DonariaWine04Malbec750ml/@@39205	2.79	1	EA
000000000000624546	VillaWine07RieslingSpatls750ml@31111	2.79	1	EA
000000000000624548	VillaWine07RieslingMedDry750ml@30001	2.79	1	EA
000000000000624607	AlpatugoSauvignBlancWine/750ml@00033	2.79	1	EA
000000000000626270	CheninBlancWineBottle750ml#00100	2.79	1	EA
000000000000621511	GoldenCreme-WholeMilk/1Gal/1111111111	2.89	1	EA
000000000000621512	GoldenCreme-Whole2%/1Gal/1111111111	2.89	1	EA
000000000000000023	Niagara-DrinkWater/16.9oz/24pk#123	2.99	1	P01
0000000000000000111	ARROWHEAD-SprmgWater20pk16.9oz#43322	2.99	1	P01
0000000000000000222	NESTLE-PureLifeWatecaseof28/16.9oz	2.99	1	P01
000000000000164024	CERAMIC COOKIE JAR/#273201	2.99	1	EA
000000000000164025	ROUND COIN CLOCK/#ANCLK0002	2.99	1	EA
000000000000164374	OLIVETO-WoodnW&PW/NapkinHoldr#600870	2.99	1	EA
000000000000164376	SleighrideCookieJar#600773	2.99	1	EA
000000000000164680	SarahFarms-HomoNonFatMilk/1Gal#00042	2.99	1	EA
000000000000165149	ENCORE-SleighrideRoundPlatter#600771	2.99	1	EA
000000000000165150	ENCORE-SleighrideTreePlatter#600770	2.99	1	EA
000000000000169508	SarahFarms-FatFreeMilk/1gal#00004	2.99	1	EA
000000000000169525	SarahFarms-Homo2%Milk/1Gal/#00002	2.99	1	EA
000000000000169526	SarahFarms-HomogenizdMilk/1Gal/#00011	2.99	1	EA
000000000000169527	SarahFarms-HomoNonFatMilk/1Gal#00042	2.99	1	EA
000000000000182288	DairyGlen-WHOLE MILK/1gal/1111111111	2.99	1	EA
000000000000182289	DairyGlen-2% MILK/1gal/1111111111	2.99	1	EA
000000000000182290	DairyGlen-FAT FREE MILK/1gal/1111111111	2.99	1	EA
000000000000187006	ARIEL-LndryPwdrDetrgntUSA/53oz#26868	2.99	1	EA
000000000000545083	FLASHLIGHT/#ELECO226	2.99	1	EA
000000000000547791	MOUSE PAD CALCULATOR/#AA301	2.99	1	EA
000000000000547792	LargeQuartzAnalogDeskClock#ANCLK0043	2.99	1	EA
000000000000547793	AM/FM RADIO WEAR BUDS/#AS1000	2.99	1	EA
000000000000547799	CoskinBagCollapsibleTrolleyCase#BB027	2.99	1	EA
000000000000547803	TRANSPARENT CLOCK/#CC035T	2.99	1	EA
000000000000547804	MINI FILE CABINET W/LCD CLOCK/#CC254	2.99	1	EA
000000000000547806	AM/FM SPORTY HEADPHONE RADIO/#0003	2.99	1	EA
000000000000547808	AlarmClockRadioFM ScannrBuiltSpeakr#	2.99	1	EA
000000000000547809	SportyHeadphoneRadio/Yellw/#ELECO407	2.99	1	EA
000000000000547811	ELEGANT FAUX LEATHER FRAME/8X10in/#	2.99	1	EA
000000000000547812	ELECTRONIC PIANO/#GG6	2.99	1	EA
000000000000562156	CASCADE-DishwshGelLemnBrst75oz#18861	2.99	1	EA
000000000000562157	CASCADE-DishwshGelCitron1.36Lt#41538	2.99	1	EA
000000000000603495	SmrtSexyDotLaceBra&ThngAsstSz#ST4051	2.99	1	EA
000000000000606987	PropelBluBrrPomeWater6Pk16.9oz#00095	2.99	1	P01
000000000000609866	JERSEYMAID-2%Milk/1Gallon/1111111111	2.99	1	EA
000000000000609901	JERSEYMAID-FatFreeMilk/1Gallon#09253	2.99	1	EA
000000000000609902	JERSEYMAID-WholeMilk/1Gallon#09250	2.99	1	EA
000000000000610788	SaraLee-BroccoQuinchePie10"38oz#5787	2.99	1	EA
000000000000610789	SaraLee-SpnachQuinchePie10"38oz#5799	2.99	1	EA
000000000000610801	SaraLee-MapleHiPie 49oz#9261	2.99	1	EA
000000000000610803	SaraLee-BaconQuinche10" 38oz#5794	2.99	1	EA
000000000000614635	RedClife2008RieslingWine1.5ltr#17012	2.99	1	EA

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0000000000006	36	FiberPlusCrmIPecnCrnchCerl15.5#55184	2.99	1	EA
000000000000618071		Dove-ClinProtectCoolEssentials#878	2.99	1	EA
000000000000622447		EvercareGiantLintRoller3pk200sh#1279	2.99	1	EA
000000000000623141		V8V-FusionEnergyPomBlue6pk8-ozCan	2.99	1	EA
000000000000624657		Crayola-ColorExploSpongeBob#03306	2.99	1	EA
000000000000624658		Crayola-ColorExploExtrmWht#21620	2.99	1	EA
000000000000625626		FleeceBlanketsPrintdAsstDesign#28208	2.99	1	EA
000000000000625960		Kraft-ParmesanCheese/2pk#01270	2.99	1	EA
000000000000626170		HersheysSnackSzCandyAsst9.55oz#50123	2.99	1	EA
000000000000626182		HersheysSnackSz/AsstBox/10.8oz#23196	2.99	1	EA
000000000000626187		REESES-PnutBttrCupCandy/8.8oz#44613	2.99	1	EA
000000000000626243		DimetappChldmCold&FluGrape4oz#24612	2.99	1	EA
000000000000626485		LondonCottonRounds/500ct/#83667	2.99	1	EA
000000000000626878		KelloggSpkCkcrSrCrm&Onion5.2#73087	2.99	1	EA
000000000000627346		Dove-BarSoapGoFreshBurst/2pk/#02774	2.99	1	EA
000000000000627348		Lever2000-SoapBar/Orig/4pk/#32601	2.99	1	EA
000000000000627447		KeeblerMiniFdgeStripeCooki12ct#71657	2.99	1	EA
000000000000627448		KeeblerScbyDooCrckrStkCinn12ct#71660	2.99	1	EA
000000000000627723		ReesesPeanutButtrCupGiftBox8oz#41713	2.99	1	EA
000000000000628058		AveryStickNoteCubeBrite3x3"3pk#22660	2.99	1	EA
000000000000628185		Avery-StickNoteAsstCol3x3"24pk#22666	2.99	1	EA
000000000000628188		AveryLbIPadStckyNotepd3x3"18pk#22624	2.99	1	EA
000000000000628204		Avery-StickyNotesYellow3x3"18pk#22726	2.99	1	EA
000000000000628604		Velveeta-SharpCheddarCheese32oz#3895	2.99	1	EA
000000000000631352		FreshBlueberries/4.5Lbs/#12358	2.99	1	EA
000000000000633990		SHASTA-ColaSoda/12pk/12ozCan/@@11509	2.99	1	P01
000000000000633991		SHASTA-DietColaSoda/12pk/12oz/@11609	2.99	1	P01
000000000000633993		SHASTA-SodaTwistLime/12pk/12oz/@11521	2.99	1	P01
000000000000633995		SHASTA-SodaOrange/12pk/12oz/@11529	2.99	1	P01
000000000000633997		SHASTA-SodaTikiPunch/12pk/12oz/@11538	2.99	1	P01
000000000000634112		OldCoachRoad2007PinotNoirWine750#454	2.99	1	EA
000000000000634116		HotRod-2007PinotNoirWine/750ml#86723	2.99	1	EA
000000000000634119		OldCoachRoad2008SauvBlancWine750#451	2.99	1	EA
000000000000634120		Dvine-2008PinotGrigioWine750ml#85020	2.99	1	EA
000000000000634122		Klostor07MedDryRieslingWine750#85015	2.99	1	EA
000000000000636682		FormulaShellMotorOil5W-30/1Qt/#50200	2.99	1	EA
000000000000636684		FormulaShellMotorOil10W40/1qt#56010	2.99	1	EA
000000000000636685		FormulaShellMotorOil10W30/1qt#56015	2.99	1	EA
000000000000638024		BttrballTurkeyBacon48oz#30305	2.99	1	EA
000000000000639792		7UP-LemonLimeSoda12pk12ozCans@@01180	2.99	1	P01
000000000000639795		7UP-SodaDietLemon12pk12ozCans@@01181	2.99	1	P01
000000000000639797		A&W-RootBeer12pk12ozCans/@05216	2.99	1	P01
000000000000639798		A&W-RootBeerDiet12pk12ozCan/@05316	2.99	1	P01
000000000000639807		Sunkist-OrangeSoda12pk12ozCan@@11316	2.99	1	P01
000000000000639810		Sunkist-SodaDIOmge12pk12ozCan@12216	2.99	1	P01
000000000000639811		Canada-DryGingerAle12pk12ozCan@15216	2.99	1	P01
000000000000639813		RC-ColaSoda12pk12ozCan/@@04116	2.99	1	P01
000000000000639815		DietRitePureZroCola12pk12ozCan@06316	2.99	1	P01
000000000000639817		Squirt-CitrusSoda12pk12ozCan/@@01616	2.99	1	P01
000000000000639965		FarmbestButter/1Lb#35400	2.99	1	EA
000000000000641057		LoomKitBoxes/Assorted/@4987	2.99	1	EA
000000000000641685		GirlNewBornFleeceFlowerSz3-9mo@13585	2.99	1	EA
000000000000609027		DairyGlen-1%Milk/1gal/<<<15005	3.19	1	EA
000000000000000212		SPARKLETTS-DrinkingWater16.9oz24pk	3.49	1	P01
000000000000008943		Nestle-HlwnClubFunSzAsst70oz#54110	3.49	1	EA
00000000000000610283		Ponds-MakeUpRemovrLotion6.76oz#12271	3.49	1	EA
00000000000000627719		YorkXmasPeppermintPatty/18.5oz#28730	3.49	1	EA
00000000000000633785		Ozarka-DrinkWater/16.9oz/28pk/#00498	3.49	1	P01
00000000000000635002		CrysGeyserSprmgWater24pk16.9oz@24514	3.49	1	P01
0000000000000183860		SlimFast321Shke/FrenchVan6pk#13741	3.59	1	EA
00000000000000612663		SlimFastDrinkMix6pk/#13741	3.59	1	EA
00000000000000640404		SlimFast321FrmchVanShke4+2Bonus#28712	3.5994	1	EA
00000000000000640503		SlimFast321CrmMikChoShke4+2Bonus#28710	3.5994	1	EA
0000000000000164026		TWIN BELL ALARM CLOCK/#CC261	3.99	1	EA
0000000000000545085		CUBE RADIO/COLOR BOX/#ELEC0026	3.99	1	EA
0000000000000547794		AM/FM HEADPHONE RADIO/#AS1001	3.99	1	EA
0000000000000556481		BestFoods-RealMayo4pk/15oz#21788	3.99	1	EA

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	00000000000005	3 NatValleySwt&SaltBarPnut30ct#44151	3.99	1	EA
	000000000000565284	PLANTERS-PeanutRedskinSpanish56#7901	3.99	1	EA
	000000000000605471	Snickers-PntButtrFunSize21.5oz#39507	3.99	1	EA
	000000000000608989	GoldenOreoCookie2pk/33.2oz#02814	3.99	1	EA
	000000000000613250	AxeNaturalUnderstatedLook2.64oz#1157	3.99	1	EA
	000000000000614671	QuakerInsOatmlMplBrwnSgr1.5oz/48Ct#4	3.99	1	EA
	000000000000616904	AwesomeAllPurposeCleaner128oz #12802	3.99	1	EA
	000000000000622994	BuitoniChknFmntnaWsagoCrmSce24#75213	3.99	1	EA
	000000000000622995	BuitoniChknMushroomRisotto22oz#75209	3.99	1	EA
	000000000000623269	Zee-BigRollBathTissue/12pk#62030	3.99	1	EA
	000000000000625634	Zee-JumboRollBathTissue/12pk#02010	3.99	1	EA
	000000000000626244	EmergenC-DrinkMxVarietyPk/30ct#00003	3.99	1	EA
	000000000000626698	RiceKrispiesTreatMiniSqs15.6oz#71579	3.99	1	EA
	000000000000626892	NabiscoOreoCookiesKingSize10pk/39oz	3.99	1	EA
	000000000000627255	Nabisco-DbleStuffOreoCookie10pk	3.99	1	EA
	000000000000628139	AveryStckNoteRuldYellw4x6"12pk#22657	3.99	1	EA
	000000000000632046	Simple-EyeMakeupRemover/4.2oz#70011	3.99	1	EA
	000000000000632057	Simple-RefreshFacialWashGel5oz#70008	3.99	1	EA
	000000000000632058	Simple-SmoothingFacialScrub5oz#70006	3.99	1	EA
	000000000000632059	Simple-MoisturizngFacialWash5oz#70007	3.99	1	EA
	000000000000632061	Simple-HydratlMoisturizr4.2oz#70013	3.99	1	EA
	000000000000632062	Simple-ReplenishMoisturizer4.2#70012	3.99	1	EA
	000000000000632063	Simple-CleansingFacialWipe25ct#70005	3.99	1	EA
	000000000000632064	Simple-ExfoliatnFacialWipe25ct#70004	3.99	1	EA
	000000000000633271	LilysDoubleRollBathTissue/12pk#24819	3.99	1	EA
	000000000000635261	Virtue-BathTissue/DblRoll/12pk#10057	3.99	1	EA
	000000000000636020	SoftTouchSuperRollBathTissue12pk#352	3.99	1	EA
	000000000000637461	Lilys-PaperTowels/8pk#24823	3.99	1	EA
	000000000000639079	SoftTouch-DblRilBathTissue12pk#00300	3.99	1	EA
	000000000000608944	Nestle-WonkaHalloween65 ozAsst#89540	4.49	1	EA
	000000000000616271	Twizzler-StrawberryTub/4lbs#50313	4.49	1	EA
	000000000000603077	Gatorade-DrinkFruitPunch/8pk#20806	4.79	1	P01
	000000000000622903	StivalPinotGrigo/WhiteWine/1.5Liter#	4.79	1	EA
	000000000000624540	LaPuertaWine07CabernSauvign1.5Lt@897	4.79	1	EA
	000000000000624541	LaPuertaWine07Chardonnay/1.5Lt/@@898	4.79	1	EA
	000000000000624542	LaPuertaWine07Malbec/1.5Lt/@@00896	4.79	1	EA
	000000000000624544	LaPuertaWine07Merlot/1.5Lt/@@00895	4.79	1	EA
	000000000000054058	&&Wine/AsstBrand/1.5Lt(ChateauDiana)#AS	4.99	1	EA
	000000000000139716	TerraCotta-'01ChardonnayWine/3Lt#1614	4.99	1	EA
	000000000000145147	Brownston'01WineCabernSauv1.5ltr#79	4.99	1	EA
	000000000000168447	MorroBay-99CabernetSauvWine3Ltr#3525	4.99	1	EA
	000000000000170146	Salentino-02'RiservaRedWine3Lt#78664	4.99	1	EA
	000000000000170160	BELVINO-03'PinotGrigioWine/1.5Lts#NONE	4.99	1	EA
	000000000000175054	FoggyBay-RedTableWine/1.5Lts#NONE	4.99	1	EA
	000000000000179083	LunaDiLuna03WineShirazMerit3Lt#79351	4.99	1	EA
	000000000000179085	LunaDiLuna04WineSangiMerit1.5L#79163	4.99	1	EA
	000000000000179117	TuscanHillsRedWineToscRos1.5ml#79603	4.99	1	EA
	000000000000180082	ZONIN-02'DryWhtWine/1.5Ltr#40060	4.99	1	EA
	000000000000181554	BadgerMountain'05OrgWhitWine3Lt#4902	4.99	1	EA
	000000000000184106	BELMONDO-'06ChardonnayWine1.5Lt#78956	4.99	1	EA
	000000000000187310	ZONIN-2002SoaveWhiteWine1.2Lt#44960	4.99	1	EA
	000000000000545078	CRYSTAL QUARTZ CLOCK/#CC045	4.99	1	EA
	000000000000547817	BACK PACK INSULATED COOLER BAG/#	4.99	1	EA
	000000000000550326	DonnaLisa-2001RedWine/750ml#NONE	4.99	1	EA
	000000000000558219	LunaDiLuna-04WineShirzMerl1.5Ltr#793	4.99	1	EA
	000000000000564864	PICCINI-07ChiantiWine/1.5L#75169	4.99	1	EA
	000000000000564865	Luna-Chardon&PinGrigioWine1.5L#78620	4.99	1	EA
	000000000000564866	Nobili-PrimiSalentoWine/1.5L#41457	4.99	1	EA
	000000000000565291	TerrePalladiane04MerlotWine1.5Lt#108	4.99	1	EA
	000000000000565295	TerrePalladiane02PintWine1.5Lt#33660	4.99	1	EA
	000000000000601190	MountainV.04CaberSauvWine1.5L#30315	4.99	1	EA
	000000000000605859	Kellog'sPopStrwVndPk36ct/66oz#25919	4.99	1	EA
	000000000000606387	Axe-ShampooRefreshingMint/22oz#13551	4.99	1	EA
	000000000000607707	NatureValley-Frt&NutBar/30ct#44148	4.99	1	EA
	000000000000608946	Nestle-HllwnChocJumboBagAsst76.2oz#7	4.99	1	EA
	000000000000609188	Dove-Conditioner Burst 40oz #09491	4.99	1	EA
	000000000000610231	QuakerSmashbarGrhmBrry40ct33oz#31323	4.99	1	EA

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	0000000000006	6	VaselineSoothinLotion20.3+10oz#19439	4.99	1	EA
	000000000000613697		VaselineMenAbsorbLn20.3+10oz#19642	4.99	1	EA
	000000000000615165		Vaseline-FastAbsLotion/24.5oz#41638	4.99	1	EA
	000000000000615537		VaselineMenBody&FaceLn 24.5oz#17723	4.99	1	EA
	000000000000615622		DoveConditionerEnergize 25.4oz#05316	4.99	1	EA
	000000000000616653		Vaseline-CoolHydrateBdyLn24.5#07114	4.99	1	EA
	000000000000616656		VaselineRepairMoistureLn24.5#08700	4.99	1	EA
	000000000000616690		Carter-NBMmmyLoveMeCrprSkrLeg#L0554	4.99	1	EA
	000000000000616701		Carters-NBMssMseCrprW/SkrLeg#L01555	4.99	1	EA
	000000000000616702		Carters-NbBallernaCrprLegSkr#L01553	4.99	1	EA
	000000000000618159		ACTII-ButterPopcorn28ct77.03oz#23224	4.99	1	EA
	000000000000619160		PasoDelSol-04SauvigBlancWine1.5Lt#61	4.99	1	EA
	000000000000619161		PasoDelSol-04ChardonnayWine1.5Lt#728	4.99	1	EA
	000000000000619672		WishYouWereHere/LunchBox#TLB0028	4.99	1	EA
	000000000000619673		ILoveTootsie/LunchBox#TLB0034	4.99	1	EA
	000000000000620340		JohnsonOffTropicalFreshInscRplt9oz#	4.99	1	EA
	000000000000620981		A-1Thick&HeartyBurgerSauce1Gal#00201	4.99	1	EA
	000000000000621791		CentrumW/FreeCaltrateGmmy100ct#44517	4.99	1	EA
	000000000000621793		Centrum-SilverTablets110ct#44636	4.99	1	EA
	000000000000622359		CrayolaToyStory3CoIWndrLtUpMrkr#2205	4.99	1	EA
	000000000000622444		SolutionMicrofbrHardwdFloorMop#95900	4.99	1	EA
	000000000000622445		Solutions-WringerMop#93100	4.99	1	EA
	000000000000623238		Moselland-'04RieslingWine750ml#84992	4.99	1	EA
	000000000000623239		Moselland'05PinotNoirWine750ml#84991	4.99	1	EA
	000000000000624368		Kraft-BluChseCrumbIsDresng1Gal#64877	4.99	1	EA
	000000000000625694		SlimFast-SnackBarVarietyPk24ct#23068	4.99	1	EA
	000000000000626181		HersheysSnackSz/AsstBox/24.2oz#20235	4.99	1	EA
	000000000000626286		FujifilmPhotoPaper50pk8.5x11in#40044	4.99	1	EA
	000000000000628278		MeijerBigRollPaprTow/6pk121sh#32032	4.99	1	EA
	000000000000628476		SlimFast321RdyToDrnkVanShak8pk#22223	4.99	1	EA
	000000000000628477		SlimFst321ShakeStrwCrnShake8pk#12223	4.99	1	EA
	000000000000634264		Toschi08'CabemetSauvWine/1.5Lt#2244	4.99	1	EA
	000000000000634265		Toschi-2010ChardonnayWine1.5Lt#2242	4.99	1	EA
	000000000000635724		DasaniDrinkingWater24pk16.9oz#02762	4.99	1	P01
	000000000000640500		MensFlannelPjs/8000r#@	4.99	1	EA
	000000000000640501		MissyCoralFleecePjsS-XL-LWH1#@	4.99	1	EA
	000000000000640502		PlusCoralFleecePijamas1X-#XLWHX1#@	4.99	1	EA
	000000000000640504		MissylytVFront/367#@	4.99	1	EA
	000000000000640561		MissyKrinkleAsstBlse#@	4.99	1	EA
	000000000000640562		PlusKrinkleBlouse#@	4.99	1	EA
	000000000000640564		Black3/4&LongSleevesKnitDress/#13367	4.99	1	EA
	000000000000640568		AsstShortSlv&SleevelessDresses#13368	4.99	1	EA
	000000000000640571		AssortedPlusCowsalNeck/13369	4.99	1	EA
	000000000000640617		PluslytVFrontDress/367X#@	4.99	1	EA
	000000000000640977		AssortedMissyScrubTops	4.99	1	EA
	000000000000640979		AssortedPlusScrubTops	4.99	1	EA
	000000000000640982		AssortedMissyScrubPants	4.99	1	EA
	000000000000640984		AssortedPlusScrubPants	4.99	1	EA
	00000000000064626		TotalCallMobile\$5Recharge	5	1	EA
	000000000000641461		MC - 182101004 Reference Article	5	1	EA
	00000000000065130		OLIVETO-WoodenWineRack/#600872	5.99	1	EA
	000000000000678918		NatValleyTrailMxBarFrt&Nut48ct#19696	5.99	1	EA
	0000000000006547815		SPRINKLER WAND/#SS162	5.99	1	EA
	000000000000602247		KelloggPopTartClubPk48ct1.83oz#0855	5.99	1	EA
	000000000000606271		DoveDeodClinicalProOriginalClean2.7	5.99	1	EA
	000000000000617122		KelloggsPopTartsStrawbry/22ct17.8oz#	5.99	1	EA
	000000000000617855		SuaveDeodorantPowder/4pk/2.6oz#17343	5.99	1	EA
	000000000000618848		Kelloggs-Gardenburger12ct40.8oz#0710	5.99	1	EA
	000000000000620660		Dove-BarLimitdEdition6pk25.5oz#02825	5.99	1	EA
	000000000000621744		FAB-VictoriaRockOnBackpack#81980	5.99	1	EA
	000000000000621752		FAB-iCARLYBackpack#81916	5.99	1	EA
	000000000000621756		FAB-VictoriaRocknPrepBackpack#81964	5.99	1	EA
	000000000000621757		FAB-BigTimeRushGoBackpack#81981	5.99	1	EA
	000000000000621758		FAB-BigTimeRushPlaidBackpack#81963	5.99	1	EA
	000000000000626692		HoodiesAsstSz&Color(Sansegal)#NONE	5.99	1	EA
	000000000000627350		Dove-BarSoap/White/6pk/25.5oz/#61011	5.99	1	EA
	000000000000627649		PoweradeDmkVarietyPk/12pk28oz#05758	5.99	1	P01

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	0000000000006	4	SnydersPretzelsVariety36pk1.5oz#8269	5.99	1	EA
	000000000000614/42		MobiTempTalkThermometer#70123	6.99	1	EA
	000000000000620638		Caress-BarSoap/VelvetBliss 8pk#06593	6.99	1	EA
	000000000000621572		Carters-NbBoy5pcCapnOfTheShp#L01732	6.99	1	EA
	000000000000621573		Carters-NBGirl5pcBubblySet#L01728	6.99	1	EA
	000000000000621574		Carters-NBGirl5pcReindeerSet#L01729	6.99	1	EA
	000000000000622686		PLANTERS-MxNtHrtHlthyDisp1.5ozPkOf18	6.99	1	EA
	000000000000625939		TwizzlerCndyTwistVarietyPk18ct#98725	6.99	1	EA
	000000000000626247		KashiCrnchCerealAlmondFlax45oz#39257	6.99	1	EA
	000000000000183605		SlimFastDrinkShakeChocRoyl12pk#23838	7.19	1	EA
	000000000000562323		SlimFastDrnkShakeCrmChoco12pk#23849	7.19	1	EA
	000000000000562324		SlimFastDrnkShakeStrawNCrn12pk#23843	7.19	1	EA
	000000000000562260		YUBAN-GroundCoffeeOrig/33oz#02633	7.99	1	EA
	000000000000620754		SpecialK-ProteinBar16ct25.40oz#50624	7.99	1	EA
	000000000000620834		LibbeyJustDsrMiniBwlSet25pc#41813	7.99	1	EA
	000000000000620835		LibbeyJustDsrMiniFireSet25pc#41812	7.99	1	EA
	000000000000621338		SpecialKProtShakeFrenchVan/8pk#59831	7.99	1	EA
	000000000000626246		SpecialK-CrackChip/SeaSal16ct#57561	7.99	1	EA
	000000000000636708		SevenKings-LagerBeer24pk12ozCan#NONE	7.99	1	P01
	000000000000637723		ModeloEspecialBeer6pk/12oz#95765	8.19	1	P01
	000000000000637724		CoronaExtraBeer/6pk/12oz#95605	8.19	1	P01
	000000000000637727		CoronaLiteBeer/6pk/12oz#95635	8.19	1	P01
	00000000000000113		PurellHandSanitizerAloe8ozCaseOf12	9.99	1	EA
	000000000000601118		BalloonBouquet/@@09353	9.99	1	EA
	000000000000607146		TOBLERONE-12pkMilkChocolateFruit&Nut	9.99	1	EA
	000000000000609351		EdHardyBackpack/Shane/AsstCol/#Asst	9.99	1	EA
	000000000000614355		Sunglasses/HighEndMagnivision/Asst#	9.99	1	EA
	000000000000617778		PillowPets-PeeWeesDoraTheExpl@@20811	9.99	1	EA
	000000000000617779		PillowPets-PeeWees/Spongebob/@10811	9.99	1	EA
	000000000000617781		PillowPetsPeeWeelghtngMcqueen@20112	9.99	1	EA
	000000000000617782		PillowPets-PeeWees/TowMater/@30112	9.99	1	EA
	000000000000617784		PillowPets-PeeWees/Thomas/@40811	9.99	1	EA
	000000000000617785		PillowPets-PeeWees/Percy/@91011	9.99	1	EA
	000000000000618490		Sanyo2700CellularPhonePink	9.99	1	EA
	000000000000628475		SlimFast321CrmyMlkChocShke20pk@22261	9.99	1	EA
	000000000000639152		MagicChef-SteamIron#GCRVMC01	9.99	1	EA
	000000000000602091		AirVoiceWireless\$10Recharge	10	1	EA
	000000000000602104		CricketPayGo\$10Recharge	10	1	EA
	000000000000602110		H2OGSM\$10Recharge	10	1	EA
	000000000000602120		PagePlusWireless\$10Recharge	10	1	EA
	000000000000602124		TotalCallMobile\$10Recharge	10	1	EA
	000000000000602129		T-MobileWireless\$10Recharge	10	1	EA
	000000000000602133		SimpleMobile\$10Recharge	10	1	EA
	000000000000602142		VirginMobile\$10Recharge	10	1	EA
	000000000000602149		Telcel\$10Recharge	10	1	EA
	000000000000616985		RedPocketPerMinute\$10ServicePlan	10	1	EA
	000000000000637677		UrCallDataPlanRefill(Sprint)	10	1	EA
	000000000000620880		FriskiesChknTuna&CheeGrvTst5.5#57814	11.99	1	P01
	000000000000620891		FriskiesTrky&CheeGrvTsty5.5oz#57813	11.99	1	P01
	000000000000620892		FriskiesChkn&CheeTstyGrvy5.5oz#57812	11.99	1	P01
	000000000000620893		FriskiesOcnFshTuna&ChseTsty5.5#57815	11.99	1	P01
	000000000000620894		FriskiesChkn&SalmonGrvySv5.5oz#48996	11.99	1	P01
	000000000000620895		Friskies-Whtfish&TunaSceSav5.5#10369	11.99	1	P01
	000000000000620896		FriskiesChknGrvyPmFilets5.5oz#28119	11.99	1	P01
	000000000000620897		FriskiesOcnWhtfish&TunaFlt5.5oz#28017	11.99	1	P01
	000000000000609757		Vidal-ProHairStraightnrPink 1"#72547	12.99	1	EA
	000000000000616427		TotalCallMobile\$12.99Recharge	12.99	1	EA
	000000000000637599		ShinerBock12ozBottles12pk	13.99	1	P01
	000000000000000120		Gatorade16.9ozCaseOf30	14.99	1	P01
	000000000000602099		AT&TWireless\$15Recharge	15	1	EA
	000000000000602105		CricketPayGo\$15Recharge	15	1	EA
	000000000000602130		T-MobileWireless\$15Recharge	15	1	EA
	000000000000602139		VerizonWireless\$15Recharge	15	1	EA
	000000000000637597		BlueMoonBelguimWhiteAle12oz6pk	15.99	1	P01
	000000000000637598		SamAdamsBostonLager12oz12pk	15.99	1	P01
	000000000000637707		DosEquisLager12ozBottle12Pk	15.99	1	P01
	000000000000624228		EyoDualGSMDUALSIMPHONE	18.99	1	EA

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000000000000061	3	Sanyo3200CellPhone	19.99	1	EA
000000000000061	7	Lg102CellPhone/447	19.99	1	EA
0000000000000616986		RedPocket30DayServicePlan	19.99	1	EA
0000000000000624226		SAMSUNG M350PHONE	19.99	1	EA
0000000000000624227		SANYOSCP-6780INNUENDOPHONE	19.99	1	EA
0000000000000637712		Coronita7ozPartyPk24ct	19.99	1	P01
0000000000000639082		XmasTree312Tips6ft100LightAsst@01608	19.99	1	EA
0000000000000602092		AirVoiceWireless\$20Recharge	20	1	EA
0000000000000602096		BoostMobile\$20Recharge	20	1	EA
0000000000000602111		H2OGSM\$20Recharge	20	1	EA
0000000000000602115		Net10Wireless\$20Recharge	20	1	EA
0000000000000602125		TotalCallMobile\$20Recharge	20	1	EA
0000000000000602137		TracfoneWireless\$20Recharge	20	1	EA
0000000000000602143		VirginMobile\$20Recharge	20	1	EA
0000000000000602150		Telcel\$20Recharge	20	1	EA
0000000000000616428		TotalRecallMobile\$24.99Recharge	24.99	1	EA
0000000000000602100		AT&TWireless\$25Recharge	25	1	EA
0000000000000602116		Net10Wireless\$25Recharge	25	1	EA
0000000000000602121		PagePlusWireless\$25Recharge	25	1	EA
0000000000000602131		T-MobileWireless\$25Recharge	25	1	EA
0000000000000602144		VirginMobile\$25Recharge	25	1	EA
0000000000000617051		SimpleMobile15Day\$25UnltdServicePlan	25	1	EA
0000000000000617052		H2O30DayPlan\$25ServicePlan	25	1	EA
0000000000000602152		SanyoKatana16600CellPhone	29.99	1	EA
0000000000000609283		SanyoWirelessPhone/#Sanyo2700	29.99	1	EA
0000000000000616987		RedPocket\$29.99ServicePlan	29.99	1	EA
0000000000000602093		AirVoiceWireless\$30Recharge	30	1	EA
0000000000000602097		BoostMobile\$30Recharge	30	1	EA
0000000000000602106		CricketPayGo\$30Recharge	30	1	EA
0000000000000602112		H2OGSM\$30Recharge	30	1	EA
0000000000000602117		Net10Wireless\$30Recharge	30	1	EA
0000000000000602122		PagePlusWireless\$30Recharge	30	1	EA
0000000000000602126		TotalCallMobile\$30Recharge	30	1	EA
0000000000000602138		TracfoneWireless\$30Recharge	30	1	EA
0000000000000602140		VerizonWireless\$30Recharge	30	1	EA
0000000000000602145		VirginMobile\$30Recharge	30	1	EA
0000000000000602151		Telcel\$30Recharge	30	1	EA
0000000000000602107		CricketPayGo\$35Recharge	35	1	EA
0000000000000609284		LGWirelessPhone/#LGRumor1	39.99	1	EA
0000000000000616988		RedPocket30\$39.99ServicePlan	39.99	1	EA
0000000000000637605		TracfonePayPerMinute200Minutes	39.99	1	EA
0000000000000602094		AirVoiceWireless\$40Recharge	40	1	EA
0000000000000602108		CricketPayGo\$40Recharge	40	1	EA
0000000000000602113		H2OGSMUnlimited\$40Recharge	40	1	EA
0000000000000602127		TotalCallMobile\$40Recharge	40	1	EA
0000000000000602134		SimpleMobile\$40Recharge	40	1	EA
0000000000000602146		VirginMobile\$40Recharge	40	1	EA
0000000000000624886		PagePlusWireless\$40RechargeTalk/Data	40	1	EA
0000000000000602109		CricketPayGo\$45Recharge	45	1	EA
0000000000000602118		Net10Wireless\$45Recharge	45	1	EA
0000000000000602123		PagePlusWireless\$45RechargeTalk/Data	45	1	EA
0000000000000616989		RedPocket30Day\$49.99ServicePlan	49.99	1	EA
0000000000000602095		AirVoiceWireless\$50Recharge	50	1	EA
0000000000000602098		BoostMobile\$50Recharge	50	1	EA
0000000000000602101		AT&TWireless\$50Recharge	50	1	EA
0000000000000602114		H2OGSMUnlimited\$50Recharge	50	1	EA
0000000000000602119		Net10Wireless\$50RechargeTalk/Data	50	1	EA
0000000000000602128		TotalCallMobile\$50Recharge	50	1	EA
0000000000000602132		T-MobileWireless\$50Recharge	50	1	EA
0000000000000602135		SimpleMobile\$50Recharge	50	1	EA
0000000000000602141		VerizonWireless\$50Recharge	50	1	EA
0000000000000602147		VirginMobile\$50Recharge	50	1	EA
0000000000000616990		RedPocket30Day\$59.99ServicePlan	59.99	1	EA
0000000000000602103		AT&TWireless\$60Recharge	60	1	EA
0000000000000602136		SimpleMobile\$60Recharge	60	1	EA
0000000000000602148		VirginMobile\$60Recharge	60	1	EA
0000000000000602102		AT&TWireless\$75Recharge	75	1	EA

PROPOSED PROJECT
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RESOLUTION NO. 2014-24

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO UPHOLDING A
LAND USE DETERMINATION MADE BY THE
PLANNING COMMISSION TO NOT ALLOW A
99 CENTS ONLY STORE WITHIN THE
DOWNTOWN SPECIFIC PLAN AREA

CASE NO: ADM 13-0168

WHEREAS, the City of Escondido's General Plan and Downtown Specific Plan have been adopted in accordance with all applicable laws and regulations and provide a guide for the use of private and public lands within the community's boundaries; and

WHEREAS, Chapter 33 of the Escondido Municipal Code is a codification of the Escondido Zoning Code and provides for the appeal of decisions of the Planning Commission to the City Council; and

WHEREAS, the Planning Commission did, on January 14, 2014, consider and recommend upholding a Land Use Determination made by the Director of Community Development to not allow a 99 Cents Only Store to be permitted within the Center City Urban District of the Downtown Specific Plan, in a location addressed as 355-445 North Escondido Blvd. (APN 229-332-32), more particularly shown in Exhibit "B," attached to this Resolution and incorporated by this reference; and

WHEREAS, the City Council did, on February 12, 2014, hold a public hearing and consider the appeal of the Planning Commission's decision, the staff report, the recommendations of the Planning Commission and appropriate agencies, and public testimony presented at the public hearing; and

WHEREAS, the Planning Commission has reviewed and considered the

environmental review in compliance with Public Resources Code Section 21065, and has determined that the Land Use Determination is not subject to CEQA review; and

WHEREAS, the City Council desires at this time and deems it to be in the public's best interest to affirm the Director of Community Development's decision to deny the application.

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

1. That the above recitations are true.
2. That on January 27, 2014, the applicant, MCS Civic Center Plaza, LLC, through its attorney, requested the City Council of the City of Escondido hold a hearing to reconsider the Planning Commission's determination that a 99 Cents Only Store is prohibited pursuant to the City's Downtown Specific Plan.
3. That the application was assessed in conformance with the California Environmental Quality Act and that the land use determination is not a Project, pursuant to Public Resources Code Section 21065, and therefore is not subject to CEQA Review.
4. That a notice of the City Council's hearing was published and mailed as required by the Escondido Zoning Code and applicable State law.
5. That a staff report discussing the issues in the matter was presented to the City Council on February 12, 2014.
6. That a noticed public hearing was held by the City Council on February 12, 2014 and that all persons desiring to speak did so.
7. That the City Council has reviewed and considered the environmental review prepared for the project, the staff reports, and has heard and considered

testimony given at the public hearing, and that the Land Use Determination is not subject to CEQA review.

8. That the Findings of Fact, attached as Exhibit "A" and herein incorporated, were made by the City Council.

9. That, upon consideration of the Findings of Fact (Exhibit "A"), applicable law, all material in the staff report and submitted by the applicant, all testimony presented at the hearing, and all other oral and written evidence of this project, the City Council hereby upholds the Land Use Determination made by the Director of Community Development and upheld by the Planning Commission to not allow a 99 Cents Only Store anywhere within the Downtown Specific Plan Area.

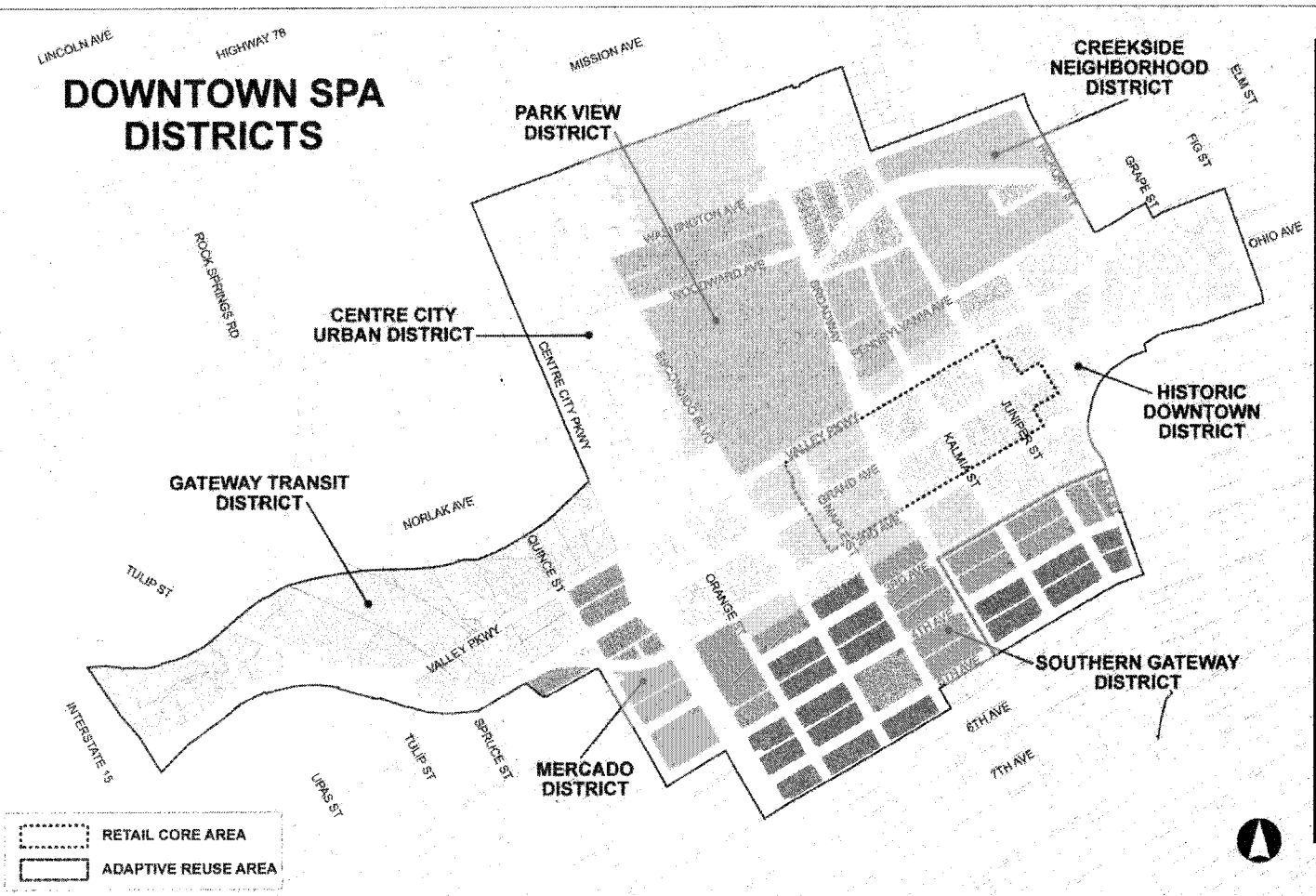
10. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution, and any such protest must be in a manner that complies with California Government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

EXHIBIT "A"
FINDINGS OF FACT
ADM 13-0168 – Appeal

1. The General Plan was adopted on May 23, 2012 in order to guide the use of private and public lands within a community's boundaries. The General Plan's vision for quality and managed growth ensures the adequate provision of services, preserves viewsheds, respects and enhances the character of established single family neighborhoods, and assures sustainability for our children's future. The General Plan represents an evaluation and vision for the future and reflects the aspirations and values of its residents.
2. The General Plan's stated vision for the Downtown region is as a dynamic, attractive and vital city center providing social, cultural, economic, residential, and tourist-serving focus while respecting its historic character. Land uses in the Downtown area are pedestrian oriented, making downtown a destination for unique shops and exciting activities, attracting residents and tourists.
3. The Downtown Specific Plan, adopted in 1992 and comprehensively updated in 2007 and 2013, implements the strategic goals for Downtown Escondido set forth in the General Plan and is consistent with the General Plan. The Downtown Specific Plan was revised in 2007 and 2013 by the Downtown Revitalization Committee, whose members are residents of Escondido.
4. Escondido's Planning Area encompasses approximately 51,200 acres, of which approximately 500 are within the Downtown Specific Plan area.
5. The Downtown Specific Plan provides a comprehensive plan for land use, development regulations, development incentives, design guidelines, pedestrian and mobility improvements, and other related actions aimed at implementing the strategic goals for Downtown Escondido as set forth in the General Plan.
6. The strategic goals of the Downtown Specific Plan include creating a local and regional destination for specialty shopping, dining, nightlife, employment, culture and the arts, and creating a vibrant and exciting environment with land uses that foster an "18-hour" atmosphere.
7. The proposed 99 Cents Only Store would not further the strategic goals of the Downtown Specific Plan because the proposed use would not advance the development of the downtown area as a regional destination for specialty shopping, dining, nightlife, employment, culture or the arts.
8. In 2008, the City Council amended the Downtown Specific Plan to refine Figure II-2, the matrix of permitted and conditional uses in the Downtown Specific Plan, and added that "Prohibited uses include retail uses with across the board maximum pricing or 'everything under' pricing and surplus goods." When the Downtown Specific Plan was comprehensively updated in 2013, the City Council determined that the prohibition was still appropriate and it was retained.

9. Denying the request for an Appeal of a Land Use Determination made by the Director of Community Development and Planning Commission is consistent with the overall intent of the Downtown Specific Plan which prohibits "retail uses with across the board maximum pricing or "everything under" pricing and surplus goods." The proposed use is not a permitted or conditionally permitted use.
10. Ninety-four (94) percent of the items listed in the applicant's 137-page price index are sold for 99 cents or less. Because ninety-four (94) percent of the items in the price index are sold for 99 cents or less, the retail use demonstrates across the board maximum pricing or "everything under" pricing. The proposed retail use also includes surplus goods.
11. Although not all items are offered for sale for 99 cents or less, the evidence, including the site visit and price index, demonstrates that the proposed use has a business model that represents and operates a maximum or "everything under" pricing strategy and surplus goods, which is not allowed anywhere within the Downtown Specific Plan.
12. A finding that the 99 Cents Only Store is not prohibited because six percent of the goods are sold for over 99 cents would undermine the clear intent of the Downtown Specific Plan.
13. The Centre City Urban District is a 63 acre land use district within the Downtown Specific Plan.
14. The vision for the Centre City Urban District, as stated in the Downtown Specific Plan, is to provide opportunities for a creative, high-quality mix of entertainment, retail, restaurant, and upscale residential uses that complement and link to other downtown districts and the Civic Center complex.
15. The 99 Cent Only Store is not appropriate for this location in that it would not strengthen the character of the downtown area or contribute to the vision for the Centre City Urban District as an area of creative, high-quality mix of entertainment, retail, restaurant and upscale residential uses that complement the nearby California Center for the Arts Escondido, the civic center complex and other significant public improvements made by the city in the downtown area.
16. The 99 Cents Only Store would not further the Downtown Specific Plan's vision for the Centre City Urban District because it would discourage high caliber tenants from considering moving into the vacant restaurant building and other vacant tenant spaces in the commercial center.
17. The 99 Cents Only Store would not support other destination type businesses and activities of regional interest such as the California Center for the Arts Escondido and conference center.
18. The proposed retail use is permitted in other areas of the city in the General Commercial zone.

DOWNTOWN SPECIFIC PLAN AREA



ADM 13-0168

ADM 13-0168 – Appeal



CITY COUNCIL

For City Clerk's Use:

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APPROVED

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DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 22

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Frank P. Schmitz, Parks and Open Space Administrator

SUBJECT: Public Hearing for City of Escondido Landscape Maintenance District Zone 38

RECOMMENDATION:

It is requested that the City Council receive input from the property owner in Zone 38 of the City of Escondido Landscape Maintenance District (LMD) (map attached) on the proposed budget and assessments for FY 2014/2015. No Council action is required.

FISCAL ANALYSIS:

The LMD reimburses all costs incurred by the City in Zone 38.

PREVIOUS ACTION:

On November 6, 2013, the City Council adopted Resolution 2013-134 approving the annexation of Tract 888 into the LMD as Zone 38. On December 11, 2013, the City Council adopted Resolution Nos. 2013-135 and 2013-136 initiating proceedings for the annual levy of assessments, approving the preliminary Assessment Engineer's Report, and setting a public hearing date of February 12, 2014, for Zone 38 of the LMD.

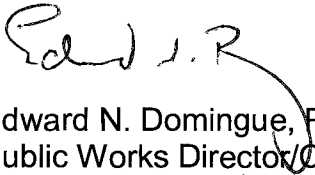
BACKGROUND:

Each year the City Council reviews and approves the next year's budget and assessment for each zone within the LMD. As part of the approval process, a public hearing is held to give the property owners within each zone of the LMD the opportunity to comment on the proposed budget and assessments. This is the purpose of the public hearing today. The LMD budget and assessments addressed in this public hearing are for LMD Zone 38. No City Council action is required.

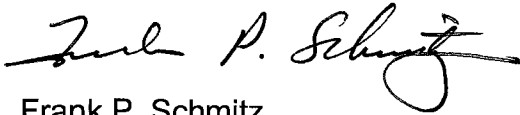
On November 5, 1996, the California voters approved Proposition 218 which, among other things, requires property owner approval for any new assessment and any increase in any existing assessment. Certain assessments that were in existence prior to the passage of Proposition 218 were exempt from this new approval process as long as the assessments were not increased above the amount established at the time the assessment district and any related zones were formed.

The LMD is one such district. In FY 2014/2015 there is a proposed new assessment for Zone 38. A ballot has been sent to Hallmark Communities, Inc., the property owner in Zone 38, giving them the option of approving or rejecting the proposed assessment. The completed ballot will be accepted until the close of the public hearing today. The ballot will be tabulated on Thursday, February 13, 2014 at 9:00 AM in Training Room #1 at City Hall. The public is invited to observe this tabulation. The results of the ballot tabulation will be reported to the City Council at the March 5, 2014 City Council meeting in conjunction with City Council action to approve the final Engineer's report and setting of assessments for Zone 38 for FY 2014/2015.

Respectfully submitted,

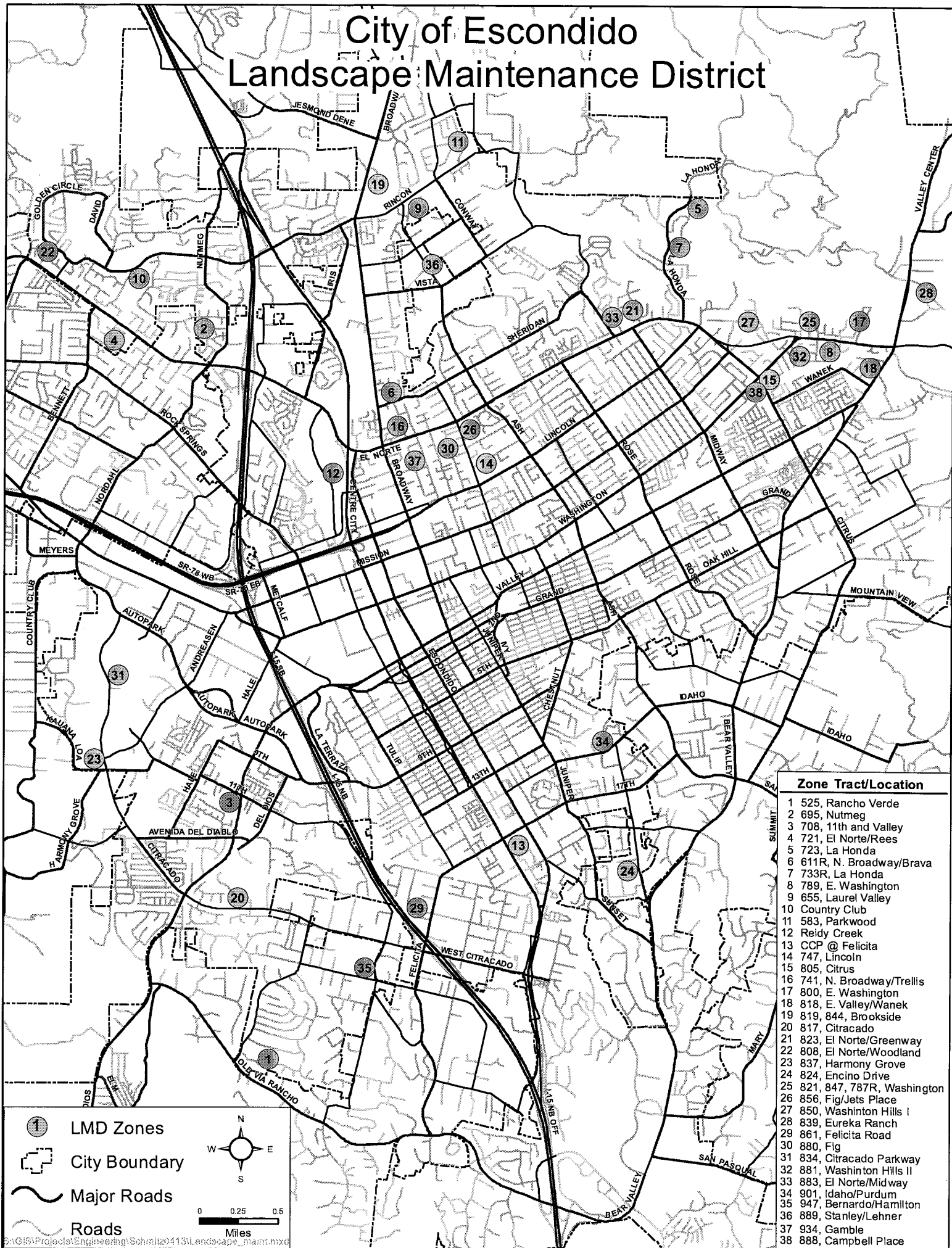


Edward N. Domingue, P.E.
Public Works Director/City Engineer



Frank P. Schmitz
Parks and Open Space Administrator

City of Escondido Landscape Maintenance District



CITY COUNCIL

For City Clerk's Use:

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APPROVED

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DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 23

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Loretta McKinney, Director of Library and Community Services

SUBJECT: Budget Adjustment and Modification to the Park Development Fund to Transfer Funds to Pay for Unanticipated Repairs to the Kit Carson Park Softball Complex Concession

RECOMMENDATION:

It is requested that Council approve a budget transfer from the Park Development Fund's Kit Carson Park Play Equipment project in the amount of \$134,384 and adopt Resolution No. 2014-26 transferring the funds to make repairs and upgrades in the Kit Carson Park Adult Softball Complex concession stand to meet County Environmental Health Department requirements.

FISCAL ANALYSIS:

Staff is transferring funds to the new Kit Carson Park Concession project within the Park Development Fund to pay for the costs of the required repairs. It is staff's intention to request Council replenish the Kit Carson Park Play Equipment project for the same amount in the 2014-2015 Fiscal Year Capital Project Request cycle.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding the community assessment of the type and/or need for additional playground equipment in Kit Carson Park.

PREVIOUS ACTION:

City Council approved the Fiscal Year 2013-2014 Capital Improvement Plan, which included the Park Development fund project for the Kit Carson Park Play Equipment.

BACKGROUND:

As a result of a lack of revenues earned at the Concession Stand, the operators terminated their lease in early 2013. Upon final inspection of the Stand before signing-off on the operator's termination of the lease, it was noted by Recreation staff that the poor condition of the stand was not the responsibility of the operator, but of the City. In order to determine the extent of the repairs needed, Public Works staff called the County Environmental Health Department who determined that the hot

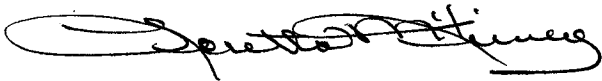
water lines in the restrooms would be needed, along with the other repairs, before the Concession Stand could reopen for business.

Although the vendor/operator of the Concession stand keeps the profits made at the stand, the City could lose a minimum of \$130,000 annually if the leagues leave the area. Local area businesses would also lose revenue as many of the league participants utilize the Westfield Mall and other nearby stores. Further, one nation-wide league who invests their own funds into the maintenance and upkeep of the fields, which benefits the other leagues and reduces City costs, have informed staff that they will have to take their business to other adjacent cities if the Concession stand is not in operation in time for the summer tournaments.

Staff has attempted to find other options for the leagues such as trying to sell pre-packaged foods or inviting food trucks during the games, but to no avail.

Approximately 150 adult league teams (2,500 players) and approximately 40 additional dates for other smaller tournaments (15,000 players and spectators) rely on the Kit Carson Park Adult Softball Concession. This softball complex at Kit Carson Park is unique and appealing to the leagues because of the configuration of the four fields, which allow tournaments with multiple teams playing at the same time. The funds to repair the Concession are a minimal investment compared to the years of earning revenues for the City and local businesses while providing a healthy and positive environment for the Escondido community.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Loretta McKinney", with a large, stylized loop at the end.

Loretta McKinney
Director of Library and Community Services

City of Escondido CIP Budget
FY 2013-2014 Capital Project Information Sheet
"Plan of Action" for ALL capital project accounts

Finance Use Only	
Project Number:	
Assigned Fund:	
Fin rec'd:	

1) PROJECT TITLE: Kit Carson Park Adult Softball Concession

PROJECT MANAGER: Monitors costs, 1st point of contact for questions, and prepares any reimbursement requests.

NAME: Loretta McKinney **PHONE:** x4871 **DEPT:** Recreation/Community Svcs

New or Existing project? (underline, bold & outline) **NEW** or **EXISTING**
 this project's # related proj #'s

Please provide 6-digit account # and any related account #(s). 109-NEW

PROJECT DESCRIPTION: Describe the **PURPOSE** of this budget. **WHAT** and **WHEN** is planned to be accomplished?
WHO is performing the work and/or paying what costs? **WHAT specific assets(s)** will result? Anticipated **TIMELINE**?

The purpose of this project is to make construction repairs and upgrades to the Kit Carson Park Adult Softball Concession that are required by the County Environmental Health Department. The bathrooms must have hot water to meet the health code for handwashing needs. The project will have to go to bid with Public Works Department overseeing the entire process. Costs to cover all aspects of the project will come from a transfer within the Parks Development Fund - Kit Carson Park Play Equipment to this project. The goal is to complete the project by May 1, 2014 as the City will lose direct revenues should the leagues terminate their contract and local businesses will lose revenue from the reduction of league participation in the City.

CLASSIFICATION: (underline/bold or circle ONE) Construction Re-Construction Maintenance **Other**

IF Construction, who will own the asset created at completion of the project? _____

IF Re-Construction, what asset being removed? _____

IF Other, please explain? Although this is an existing building, the project scope is beyond maintenance yet not new construct

2) SOURCE(s) OF FUNDING: Grant documents or award letter **MUST** be attached with **CFDA** or **Program #'s**.

A) Identify **EACH** revenue / funding source(s). **B)** IF GRANT, provide grant **TITLE**, admin **AGENCY NAME**, and identify **\$ TYPE** as either **Federal**, **State**, **County**, or **Private**? **C)** **HOW** is \$ to be provided? **Up-Front (UF)** or **Cost-Reimbursement (CR)**

A & B?? Details of Funding Source(s)	C ? Basis	Amount for FY 2014	Estimated Source Amounts by Fiscal Year			
			FY 2015	FY 2016	FY 2017	FY 2018
Estimated FYE 2013 carryover bal to FY 2014 => Park Development Fund - 109-501405 - transfer		N/A 134,384				
TOTAL PROJECT FUNDING:			\$0	\$0	\$0	\$0

3) USES OF FUNDING: Always use \$0 when applicable. Communicate **"Plans"** for **ALL 5 years**.

* **Note:** **MUST COMPLETE** both "Direct" and "Indirect Staff" below. Generally estimated as 10% each.

Exp Acct #	Breakdown of Anticipated Costs	Amount for FY 2014	Estimated Costs by Fiscal Year			
			FY 2015	FY 2016	FY 2017	FY 2018
52	LHFR? ROW? Ownrshp? -Land Acq					
5211	Land Improvements					
5212	Bridges					
5210	Buildings/Building Improvements	98,734				
5202	Engineering & Design					
5213	Storm Drains					
5214	Signalized Lights					
5215	(pavemt/sdwks/curbs/gutter/signs) Streets					
5216	Street Lights					
5217	Sewer Lines					
5218	Water Lines					
5128	Major Maintenance Costs					
5xxx	* Direct Staff Costs	16,800	0	0	0	0
5xxx	* Indirect Staff Costs	0	0	0	0	0
5	Contingency Other	18,850				
TOTAL PROJECT BUDGET:			\$0	\$0	\$0	\$0

ALL columns MUST equal ZERO --> 0 0 0 0 0

RESOLUTION NO. 2014-26

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY CLERK,
TO APPROVE, ON BEHALF OF THE CITY, A
BUDGET ADJUSTMENT AND MODIFICATION
TO THE PARK DEVELOPMENT FUND

WHEREAS, the Escondido City Council approved \$255,000 for the Kit Carson Park Play Equipment in the Fiscal Year 2013-2015 Capital Improvement Project's Park Development Fund; and

WHEREAS, required repairs have been identified by the County Environmental Health Department in order to operate the Kit Carson Park Adult Softball Complex concession stand at the estimated cost of \$134,384; and

WHEREAS, the Director of Library and Community Services recommends transferring such funds from the Play Equipment project to the Concession project for an immediate resolution that benefits the Escondido community; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said transfer of funds.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Library and Community Services to transfer \$134,384 from the Kit Carson Park Play Equipment project to the Kit Carson Park Adult Softball Complex Concession project.

3. The Mayor and City Clerk are authorized to approve, on behalf of the City, a budget adjustment and modification to the Park Development Fund to pay for unanticipated repairs to the Kit Carson Park Softball Concession project.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 24

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Loretta McKinney, Director of Library and Community Services

SUBJECT: Rename Kit Carson Park's "Sand Lake" to "Scout Lake"

RECOMMENDATION:

It is requested that Council approve the renaming of Kit Carson Park's "Sand Lake" to "Scout Lake."

FISCAL ANALYSIS:

Funds to create two new signs are available in the Community Services/Recreation budget.

PREVIOUS ACTION:

N/A

BACKGROUND:

As a result of completing several Eagle Scout projects around Sand Lake at Kit Carson Park, a request was received by the City Manager to rename "Sand Lake" to "Eagle Scout Lake". The following describes the projects completed at the site:

- Oct. 2005: Planning approved the Gateway Structure proposed by Eagle Scout Brian Jungman at the west end of the park entrance road.
- April 2008: Planning approved the bench with the trellis cover proposed by Eagle Scout Nick Jungman on the south side of the trail that runs between Sand Lake and El Arroyo Picnic Areas #1 & 2.
- June 2011: The concrete viewing and duck feeding platform proposed by Eagle Scout David Jungman at Sand Lake was approved.

The Kit Carson Park Master Plan of April 1984, states that "Kit Carson Park's "natural park" theme will be reinforced by the proposed landscape concept. Sand Lake is the sediment basin for materials carried out of the panhandle area and above; hence its name.

According to the City of Escondido's "Park and Facility Naming Policy" under Policy section B: *"When appropriate, a park or recreation facility can be named in honor of a person, when such*

According to the City of Escondido's "Park and Facility Naming Policy" under Policy section B: *"When appropriate, a park or recreation facility can be named in honor of a person, when such a person has made a major contribution to the community, the country, or the field of parks and recreation. B.1. When appropriate, a park or large extension of land can be named in honor of a person, posthumously."*

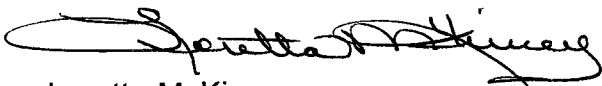
Under Procedures Section B. "Features or Facility Naming: The naming of features within a park, portions of the park or specific facilities within a park do not have time constraints associated with the naming of a park and so consequence may occur at any time.

1. The facilities that are most frequently named and identified are: Points of Entry, Trails and Roads, Recreation Facilities such as group picnic areas or ball fields, Physical Features (such as valley, hills or streams).
2. Names should be appropriate to the park by reflecting: The expression of the place (its topography, geology, etc.), History, Flora and fauna, Use of an area."

Since there were several Eagle Scout Projects completed around Sand Lake the renaming of the Lake to recognize the efforts might be appropriate; however, the name "Eagle Scout Lake" does not seem to fit the aforementioned criteria. Further, the Girl Scouts have a facility in Kit Carson Park that is actively used by the Girl Scouts. Should the Council recommend changing the name of Sand Lake, an appropriate option given the history of the Park (Kit Carson was a famous explorer of the western United States) would be to change the name to "Scout Lake".

Under the Policy's Procedures section: *"The Community Services Commission shall review and make recommendations on the naming of a City park or recreation facility. These recommendations shall be submitted to the City Council for their review and approval. The Community Services Commission shall use this policy and criteria in recommending a name for the site or facility. Community groups, individuals, and staff may submit recommendations for a name in writing. All recommendations or suggestions will be given the same consideration without regard to the nomination source."* At the November 13, 2013, Community Services Commission Meeting the Community Services Commission voted in favor of renaming "Sand Lake" to "Scout Lake" and to forward this recommendation to the City Council.

Respectfully submitted,



Loretta McKinney
Director of Library and Community Services

CITY COUNCIL

For City Clerk's Use:

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APPROVED

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DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 25

Date: February 12, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Michael Lowry, Fire Chief
Craig Carter, Police Chief

SUBJECT: Next Generation Regional Communications System Agreement (NextGen RCS)

RECOMMENDATION:

It is requested that Council adopt Resolution 2014-22 approving the Next Generation Regional Communications System (NextGen RCS) Agreement between the County of San Diego and participating cities and jurisdictions regarding the implementation, governance, method of funding, and costs of a regional radio system providing communication services to Public Safety and Public Service Agencies operating in San Diego and Imperial Counties. It is also requested that Council authorize the Mayor to execute the agreement on behalf of the City.

FISCAL ANALYSIS:

The purpose of the NextGen RCS Agreement is to establish a "degree of certainty" between the County of San Diego and other participating cities and jurisdictions. Early agency commitment to participate is crucial in order to establish system requirements and provide the County with necessary information to conduct a Request for Proposal (RFP). Once all parties have indicated to the County of San Diego their decision to participate in the NextGen RCS, then the County will provide each agency with a final cost.

Each agency cost will be based on the number of participants and the number of radios in service. At this time, it is estimated that the City of Escondido's cost will be approximately \$4.635 million, which is calculated on a total of 752 radios (\$6,164 per radio). It is anticipated that payment would be due in early to mid-2015.

The NextGen RCS 20-year agreement defines the terms and conditions of participation in the new system as well as provides incentives for executing the agreement prior to March 31, 2014. Parties joining the agreement after March 31 will be assessed a significant late penalty fee.

While agencies consider their participation in the NextGen RCS Agreement, the current RCS Agreement will remain in effect through March 31, 2016. Over the next two-years the County will develop a financing mechanism for agencies interested in participating in long-term debt finance.

While the costs to the City are significant, the benefits the City realizes are also significant. While a detailed cost analysis has not been done to go back and create our own radio communication system, it is clear that participating at the regional level is the most efficient way to ensure a high level service, system reliability and redundancy.

PREVIOUS ACTION:

In March 1999 Council received a study of the City's current Public Safety communications system and Master Plan for improvements to upgrade radio communications both within the City and the region. As part of the report and action, Council directed staff and consultant to negotiate with the RCS and to prepare and implementation plan for transition to the RCS.

In March 2000 the City of Escondido adopted Resolution 2000-59 approving an Agreement to enter into the San Diego County and Imperial Counties Regional Communications System (RCS).

BACKGROUND:

In 1989 the City of Escondido was the first City in San Diego County to implement and utilize an 800 Mega-hertz (MHz) trunked radio system. Prior to 1989, Escondido used a VHF radio system that was increasingly receiving radio interference from Mexico causing radio communications to be difficult.

In 1995 the County and a number of cities created the RCS in order to upgrade public safety communications capabilities region wide. Escondido originally did not join the RCS because the City's own 800MHz system was sufficiently meeting the current needs. Ten years later however, with the City's communication system aging and in need of technological and coverage enhancements it became necessary to join the RCS.

The City negotiated a contract with the RCS in 2000 and became a member based on the 1995 RCS Original Member Contract.

As the current RCS Agreement approaches expiration, there is a need for a new agreement, as well as substantial modifications and upgrades to the RCS system. The existing 16-year old system (20-years when the change occurs) operates on out-of-date technology and equipment.

The NextGen RCS was divided into two infrastructure components:

1. Shared backbone infrastructure
2. Participating agencies' infrastructure

The shared backbone infrastructure cost is defined as the total cost of the equipment and services to deliver a P25 Trunked Voice Land Mobile Radio System, Microwave Transport Network, and Mutual Aid Conventional Radio System.

The participating infrastructure cost is defined as the equipment and services to connect to the RCS, including agency-owned or leased connectivity, dispatch center equipment, and subscriber radios and ancillary devices. Each participating agency is responsible for their agency infrastructure costs. The shared backbone infrastructure cost does not include these items.

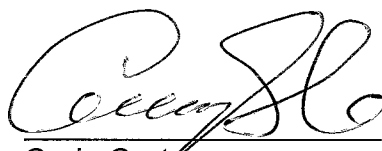
Over the last several years the City of Escondido has been working on replacing radios that will not meet the new P-25 regulations required to work on the NextGen RCS. Through grant funding the Police and Fire Departments are in the process of replacing their non-P25 compliant mobile and portable radios.

In summary, the City of Escondido's participation in the NextGen RCS helps sustain communications interoperability among the region's public safety and public service partners for emergency and disaster response communications. This a major step forward to ensure that our public safety communications system continues to operate effectively within the City and the surrounding areas where Police, Fire and Public Works personnel conduct field operations on a daily basis.

Respectfully,



Michael Lowry
Fire Chief



Craig Carter
Chief of Police

RESOLUTION NO. 2014-22

**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 NEXT GENERATION REGIONAL
COMMUNICATIONS SYSTEM AGREEMENT
WITH SAN DIEGO AND IMPERIAL
COUNTIES PROVIDING COMMUNICATION
SERVICES TO PUBLIC SAFETY AND
PUBLIC SERVICE AGENCIES OPERATING
IN SAN DIEGO AND IMPERIAL COUNTIES**

WHEREAS, the City provides public safety services to the residents of the City through the Police, Fire and Public Works Departments; and

WHEREAS, radio communications functions for these public safety services are critical for day-to-day functions and emergency services both within the City limits and throughout San Diego and Imperial Counties; and

WHEREAS, the City of Escondido has been a participating agency in the San Diego County Regional Communications System ("RCS") since 2000; and

WHEREAS, the term of the original RCS Agreement was 15 years from March 1995 through March 2010, which was extended for two additional three-year periods, expires on March 31, 2016; and

WHEREAS, the City of Escondido desires to participate in the Next Generation Regional Communications System ("NextGen RCS") Agreement utilizing digital technology for enhanced communication services during emergency and disaster response; and

WHEREAS, the purpose of the NextGen RCS Agreement is to establish a degree of certainty between the County of San Diego and participating agencies so the County may proceed with contracting standards in creating the system infrastructure, to create a cost estimate for participation, and to define the terms and conditions of participation in the new system; and

WHEREAS, the estimated cost for the City of Escondido to participate in the Next Gen RCS Agreement is \$4.635 million, based on the current RCS radios in service on September 1, 2013; and

WHEREAS, the actual amount to participate in the NextGen RCS Agreement will not be determined until the final contract is awarded in 2015; at which time the Council may determine to pay the Agreement amount or finance through the County.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor and City Clerk to execute, on behalf of the City, the NextGen RCS Agreement, attached as Exhibit "1" and incorporated by this reference, between the County of San Diego and participating cities and jurisdictions regarding the Next Generation Regional Communication System providing communication services to Public Safety and Public Service agencies operation in San Diego and Imperial Counties.

Agreement
Between and Among the County of San Diego
and
Participating Cities and Jurisdictions
Regarding the Next Generation Regional Communication System
Providing Communication Services to Public Safety and Public Service Agencies
Operating in San Diego County and Imperial County
("NextGen RCS Agreement")

1. THE 1995 RCS AGREEMENT; TRANSITION TO NEXT GENERATION RCS

1.1 The 1995 RCS Agreement. Effective March 7, 1995, the County of San Diego ("County") and certain local governments and agencies entered into an agreement entitled the "San Diego County – Imperial County Regional Communications System Agreement Between the County of San Diego and Participating Cities and Jurisdictions Regarding the Implementation, Governance, Method of Funding and Costs of a Regional Radio System Providing Communication Services to Public Safety and Public Service Agencies Operating in San Diego County and Imperial County" (referred to as the "1995 RCS Agreement," a copy of which is attached as Exhibit A. Additional local governments and agencies signed onto the 1995 RCS Agreement, and all original and additional signatories (referred to as "1995 RCS Parties") are listed in Exhibit B. The 1995 RCS Agreement provides for the operation of a regional communication system by the County through its Sheriff's Department with the financial contribution of the 1995 RCS Parties. Other agencies and entities ("Customers") are allowed to use the RCS, upon recommendation by the RCS Board of Directors, through contracts with the County wherein a Customer pays fees as approved by the Board of Directors, with the revenues from such contracts flowing to the RCS Operating Account and RCS Trust Fund maintained by the County.

1.2 1995 RCS Governance. The 1995 RCS Agreement establishes a governance structure wherein the County, through the Sheriff's Department Wireless Services Division, operates and maintains the RCS with other County departments providing additional administrative support, and the County Board of Supervisors having ultimate fiscal and operational control over the RCS. The 1995 RCS Agreement establishes an RCS Board of Directors to make recommendations to the Board of Supervisors.

1.3 1995 RCS Fiscal Components. There are three basic fiscal components to RCS Party participation in the 1995 RCS Agreement and use of the RCS: (1) contribution to the construction of the RCS "backbone", (2) monthly operating charges, and (3) each RCS Party's own equipment and certain infrastructure costs. 1995 RCS Parties have paid or are paying their contribution to the backbone construction through several fiscal vehicles, including financing provided by the County and County Service Area (CSA) 135, formed pursuant to Government Code section 25210 et. seq. Relevant actions pertaining to CSA 135 include, but may not be limited to the following: In Fiscal Years 1995-1996 and 1996-1997, pursuant to Government Code section 25210.77a (repealed 2009), the County levied parcel charges for CSA 135. On June 2, 1998, voters in three cities approved special taxes without sunset dates to replace the parcel charges as follows: The City of Poway (CSA 135 Zone F) - Proposition J; The City of Del Mar (CSA 135 Zone B) - Proposition F; The City of Solana Beach (CSA 135 Zone H) - Proposition L.

1.4 1995 RCS Agreement Extensions. On May 5, 2009 (Minute Order No. 2) on recommendation of the RCS Board of Directors, the County Board of Supervisors approved the extension of the RCS Agreement to March 31, 2013. On August 7, 2012 (Minute Order No. 1), again on recommendation of the RCS Board of Directors, the County Board of Supervisors approved the extension of the 1995 RCS Agreement to March 31, 2016 in order to allow sufficient time to transition to a new or "next generation" ("NextGen RCS") replacement regional communication system and to develop a new participating agency agreement governing the new system.

1.5 Next Generation Regional Communication System ("NextGen RCS"). The transition from the existing RCS to the NextGen RCS is to be implemented and facilitated by this NextGen RCS Agreement and will occur over the course of approximately five years as follows: The County intends to issue the Request for Proposals for the NextGen RCS ("NextGen RFP") near the middle of calendar year 2014, close NextGen RFP responses by end of calendar year 2014, and award the NextGen RCS Contract in mid-2015. It is further anticipated that while performance on the NextGen RCS Contract will begin shortly thereafter, infrastructure and equipment replacement of the RCS by the NextGen RCS will begin in early 2016. It is anticipated that NextGen RCS installation will be completed in late 2018.

1.6 NextGen RCS Agreement: Purpose. The purpose of this NextGen RCS Agreement is to establish a degree of certainty among all Parties to the 1995 RCS Agreement and additional parties as to participation and partnership in the NextGen RCS. Such degree of certainty is necessary because the County, as the contracting and administering entity, must issue the Request For Proposals ("NextGen RCS RFP") in 2014, and the scope of work, funding and financing discussions require a framework for participation be in place. This NextGen RCS Agreement also provides incentive for 1995 RCS Parties to execute this NextGen RCS

Agreement and become NextGen RCS Parties, indicating their good faith intention to participate, by establishing late joining penalties as set forth in section 3 of this NextGen RCS Agreement.

1.7 Transition from 1995 RCS Agreement. The purposes of this NextGen RCS Agreement include establishing participation in the sharing of NextGen RCS Shared Backbone Infrastructure costs and NextGen RCS governance. Given that the transition from the RCS to the NextGen RCS will occur in stages and over time, the NextGen RCS Parties agree that the 1995 RCS Agreement shall continue to be operative and govern the operation, maintenance, governance and administration of the RCS system until such time as the 1995 RCS Agreement expires in 2016, *except as follows*: This NextGen RCS Agreement will govern with respect to matters pertaining to setting NextGen RCS performance objectives, NextGen RCS implementation planning, and other matters that may relate to the NextGen RCS after transition from the RCS is complete. Upon expiration of the 1995 RCS Agreement, this NextGen RCS Agreement shall govern the RCS as it evolves to the NextGen RCS. Thus, from the execution of this NextGen RCS Agreement to the expiration of the 1995 RCS Agreement, there will be, to the extent required by the foregoing, dual governance structures, including dual boards of directors, which may or may not have members in common.

1.8 NextGen RCS Agreement; Authority. On *December 3, 2013 (Item No. 6)*, the Board of Supervisors authorized the Clerk of the Board to execute this NextGen RCS Agreement on behalf of the County. Each other NextGen RCS Party was authorized to enter into this NextGen RCS Agreement as indicated on their individual signature page.

2. NEXTGEN RCS OVERVIEW

2.1 1995 RCS. The RCS replaced the participating public service and public safety agencies' existing radio communication systems throughout San Diego and Imperial counties with what was at the time a modern, trunked radio system.

2.2 NextGen RCS. The NextGen RCS will replace, modernize and update the RCS and shall provide effective and reliable voice radio communications for routine intra- and inter-agency operations as well as inter-agency communications throughout the region during mutual aid and disaster operations. The NextGen RCS will include the following subsystems: a new trunked voice system, new microwave backhaul network, and a conventional voice system.

2.2.1 Trunked Voice System Description. The Trunked Radio System consists of the radio transmission equipment located at remote radio sites and the centralized system networking and management equipment necessary to provide voice radio services to the participating agencies in the RCS service area.

2.2.2 Microwave Backhaul Network Description. The Microwave Backhaul Network consists of the point-to-point radio and data switching equipment necessary to interconnect the sites where components of the trunked radio system and conventional radio systems (network hub and remote radio sites) are located.

2.2.3 Conventional Voice System Description. The Conventional Voice System consists of non-trunked ("conventional") radio base station equipment installed at remote radio sites to support voice radio communications between users of the RCS trunked radio system and non-RCS user agencies as required in day-to-day, mutual aid and disaster operations. The conventional voice system also provides limited backup voice communications capability in the event of a trunked system failure.

2.3 "Public Safety" and "Public Service" Agencies Defined

2.3.1 Public Safety agencies include all public law enforcement, fire service, EMS and disaster preparedness agencies in San Diego County and Imperial County.

2.3.2 Public Service agencies includes the State of California Department of Transportation (Caltrans) District 11 and other participating public agencies in the counties of San Diego and Imperial whose primary responsibility is providing citizens with services other than law enforcement, fire service, EMS, and disaster preparedness. Public Service agencies may also include Private-Non-Profit agencies operating under an agreement with a public agency.

2.4 Mutual Aid Communications. All law enforcement, fire service, EMS, disaster preparedness and participating public service agencies in San Diego County and Imperial County shall have access to mutual aid communications capabilities.

3. NEXTGEN RCS PARTICIPATION PARAMETERS AND CONTINGENCIES

3.1 Time Is Of The Essence. Due to the aging of the RCS, time is of the essence in the deployment of the NextGen RCS. Due to the anticipated construction time, the County intends to issue the NextGen RFP near the middle of calendar year 2014, close NextGen RFP responses by the end of 2014, and award the NextGen Contract in mid-2015. In order to provide a measure of confidence that there will be a certain level of participation and sharing in the NextGen RCS Shared Infrastructure Cost (See section 11.2), and to provide a minimal degree of certainty to the County of San Diego before it undertakes the extensive task of preparing and issuing a request for proposals or other form of solicitation to potential vendors of the NextGen RCS, the County has asked, and the NextGen RCS Parties have agreed to the participation parameters herein.

3.2 Signing Deadline. 1995 RCS Parties and other local governments and agencies that desire to be NextGen Parties must sign this NextGen RCS Agreement no later than March 31, 2014.

3.3 Late Signers; Penalties. 1995 RCS Parties or other local governments or agencies who have not signed the NextGen RCS Agreement by March 31, 2014 will be allowed to later sign onto the NextGen RCS Agreement and become NextGen RCS Parties during the period April 1, 2014 to July 31, 2014; however, such late-joining NextGen RCS Parties ("late signers") will pay their NextGen RCS Shared Infrastructure Cost they would have paid had they executed this NextGen RCS Agreement by March 31, 2014, plus a late penalty amounting to 15% of the original participation share. Penalty fees will be handled according to Section 3.5.

3.3.1 1995 RCS Parties or other local governments or agencies who have not signed the NextGen RCS Agreement by July 31, 2014, will be allowed to sign onto the NextGen RCS Agreement and become NextGen RCS Parties until January 1, 2015; however, such late-joining NextGen RCS Parties (also "late signers") will pay the NextGen RCS Shared Infrastructure Cost they would have paid had they executed this NextGen RCS Agreement by March 31, 2014, plus a late penalty amounting to 25% of the original participation share.

3.4 Final Cut Off. No 1995 RCS Parties or other local governments or agencies will be allowed to sign onto the NextGen RCS Agreement and become NextGen RCS Parties after January 1, 2015.

3.5 Disposition of Penalties Collected. Late penalties will be deposited to the NextGen RCS Trust Fund.

3.6 Financing. For NextGen RCS Parties that choose not to pay their share of the total NextGen RCS Shared Infrastructure Cost in total within sixty days of the issuance of the revised Exhibit C and prior to contract award, which is anticipated to occur in the spring or summer of 2015, a financing mechanism will be determined and made available by the County. Nothing in this section prohibits any NextGen RCS Parties from pursuing and obtaining their own financing. Payment and financing agreements will be separate and apart from this NextGen RCS Agreement. Financing mechanisms will not be available to pay for late signing penalties.

3.7 Contingencies. To facilitate the execution of this NextGen RCS Agreement, it is understood that a NextGen RCS Party may choose to be excused from performing under this NextGen RCS Agreement if any of the following contingencies are not met:

3.7.1 Vendor Contract – A contract must be awarded pursuant to the County's NextGen RCS RFP or other solicitation.

3.7.2 County Funding. Funds for the County to undertake the NextGen RCS project must exist.

3.7.3 Actual Shared Infrastructure Costs. The total NextGen RCS Shared Infrastructure Costs, as determined by the vendor contract, does not exceed the budgetary estimate in Exhibit C by more than 10 percent (10%).

4. SCOPE OF AGREEMENT; CERTAIN REQUIREMENTS

4.1 NextGen RCS Parties. The purpose of the NextGen RCS and NextGen RCS Agreement is to provide a next generation communications system that provides optimum service to the NextGen RCS Parties. To that end, the NextGen RCS will be designed to provide optimum required service. Additionally, the NextGen RCS Parties, while executing this NextGen RCS Agreement, do not intend to cede any of their constitutional or statutory autonomy.

4.2 Frequency Licensing Or Transfer. NextGen RCS Parties shall co-license or transfer their currently allocated 800 MHz frequencies to the County of San Diego for use in the NextGen RCS.

5. NEW NEXTGEN PARTIES

5.1 "New Parties" are defined as public safety and public service agencies that are not "1995 RCS Parties". New Parties will be allowed to participate in this agreement and become a NextGen RCS Party.

5.2 If participation by a New Party requires enhancement or expansion of coverage beyond what is provided by the existing RCS on the effective date of this NextGen RCS Agreement, the New Party shall pay the costs associated with such enhancement or expansion, separate and apart from the financial responsibilities addressed in this NextGen RCS Agreement.

5.3 For informational purposes only that may be of benefit to the 1995 Parties, the County has identified potential New Parties and they are listed in Exhibit D.

6. NEXTGEN RCS PERFORMANCE REQUIREMENTS

6.1 Reliability. The NextGen RCS shall be designed to provide a high level of redundancy and reliability to support mission critical public safety communications. The overall system availability design objective shall be 99.999%. (Note: 99.999% system availability is the public safety "best practice" design objective; it is not a formally adopted standard.)

6.2 Design Objectives. The NextGen RCS design objectives for the performance of portable and mobile voice and the quality of coverage provided shall be determined by the NextGen RCS Board of Directors and appropriate County of San Diego staff.

6.3 Loading Requirements. The NextGen RCS shall be designed to meet the loading requirements of the anticipated busiest hour for all planned users over the life of the system.

6.4 Coverage Plan. The goal of the NextGen RCS is to provide the same general coverage footprint as is provided by the existing RCS and to correct existing deficiencies where practicable. The actual NextGen RCS radio service coverage plan shall be determined by a NextGen RCS Project Management Office to be created by the Sheriff's Department and with the consultation of the NextGen RCS Board of Directors.

7. NEXTGEN RCS ACCESS PRIORITIES

7.1 User Prioritization. In the event that all radio channels in the RCS are busy, users wanting to speak shall be prioritized as follows, regardless of how long they have been waiting:

7.1.1 Priority One - Emergency Identification. An Emergency Identification is defined as the message received when a public safety member calls for immediate assistance by activating an emergency button or switch on the user radio equipment.

7.1.2 Priority Two - Public Safety

7.1.2.1 - Public Safety includes the normal daily radio transmissions of law enforcement, fire service, paramedic providers and disaster preparedness personnel using the RCS.

7.1.2.2 - Public Safety also includes RCS users whose normal lower priorities have been temporarily changed to resolve an unusual occurrence or large scale disaster.

7.1.3 Priority Three - Non-Public Safety, Special Event. Non-Public Safety, Special Event includes planned events involving public service agency participants that are beyond the scope of their normal daily operations.

7.1.4 Priority Four - Non-Public Safety, Regular. Non-Public Safety, Regular includes the normal daily radio transmissions of public service agencies using the system.

8. NEXTGEN RCS GOVERNANCE; CONTINUED RCS GOVERNANCE

8.1. Limited Period Of Concurrent Governance. It is the intent of the NextGen RCS Parties that there shall be concurrent operation of, and governance by, this NextGen RCS

Agreement and the 1995 RCS Agreement during the construction of the NextGen RCS, as set forth in Section 1.7 above.

8.2 General NextGen RCS Governance Structure. The County of San Diego Sheriff's Department will operate and maintain the NextGen RCS. Other departments of the County of San Diego will provide support as necessary. As the governing body for the County, the Board of Supervisors shall have ultimate fiscal and operational control over the NextGen RCS and shall be ultimately responsible for the overall administration and direction of the RCS through interaction with the NextGen RCS Board of Directors, the assigned San Diego County staff and the NextGen RCS Parties.

9. NEXTGEN RCS BOARD OF DIRECTORS

9.1 Representation. There shall be a NextGen RCS Board of Directors, subject to the Ralph M. Brown Act (California's Open Meeting Law), that shall be the advisory body to the Board of Supervisors with respect to matters concerning the NextGen RCS, and shall make recommendations to the Board of Supervisors that serve the interest of all NextGen RCS Parties.

Except as noted below, the Board of Directors shall be composed of 10 (ten) directors representing public safety and public service agencies as outlined below:

County of San Diego (ONE)

City Manager (ONE)

San Diego County Sheriff's Department (ONE)

San Diego County Municipal Police Department (ONE)

San Diego County Fire Agencies (TWO)

Imperial Valley Emergency Communications Authority (TWO)

State of California Department of Transportation (ONE)

Schools Group (ONE) (Schools Group membership on the Board requires that at least four school districts are NextGen RCS Parties)

9.2 Members. Members of the NextGen RCS Board of Directors shall be determined in the following manner, according to the type of agency.

9.2.1 County of San Diego. The representative for the County of San Diego shall be the Deputy Chief Administrative Officer for Public Safety or his/her designee, preferably the Director of the Office of Emergency Services.

9.2.2 City Manager. The City Manager representative shall be a City Manager of a NextGen RCS agency selected by the San Diego City/County Managers Association.

9.2.3 Sheriff's Department. The delegate from the San Diego Sheriff's Department shall be the Sheriff or the Sheriff's designee.

9.2.4 Police. The municipal police representative shall be a police chief or designate from a NextGen Party municipal police department who shall be selected by the San Diego County Police Chiefs' and Sheriff's Association.

9.2.5 Fire. The two fire service representatives shall be fire chiefs or designees from NextGen RCS Party fire departments or fire services who shall be selected by the San Diego County Fire Chiefs' Association.

9.2.6 Imperial Valley Emergency Communications Authority ("IVECA"). IVECA shall designate two members of its Board of Directors to serve on the NextGen RCS Board of Directors.

9.2.7 Caltrans. The representative for Caltrans shall be selected by appropriate state authority.

9.2.8 Schools Group. The representative from the RCS Schools Group shall be selected by mutual agreement (or majority vote) of the superintendents of the member school districts.

9.3 Responsibilities of the NextGen RCS Board of Directors. Responsibilities shall include but not be limited to:

- Adopting by-laws to govern the NextGen RCS Board of Director's internal operations, consistent with the provisions of this Agreement.
- Meeting quarterly or more frequently, if necessary.
- Developing and approving NextGen RCS operating policies and procedures.
- Identifying participating agency needs and requirements.
- Addressing concerns of participating agencies.

- Reviewing and adopting recommendations regarding the establishment of system priorities and talk groups.
- Establishing subcommittees as necessary to ensure the interests and concerns of NextGen RCS Parties are represented and to ensure technical issues are thoroughly researched.
- Formulating the annual budget and submitting it to the County Board of Supervisors, via the Sheriff's Department, for approval.
- Monitoring the implementation of the NextGen RCS.
- Conducting programmatic reviews.
- Overseeing the establishment of long range plans.
- Making recommendations to the County Board of Supervisors.
- Making recommendations concerning the approval of customer contracts and rates for NextGen RCS services.

9.3.1 Board Transition. As set forth in Section 1.6 and 1.7, upon expiration of the 1995 RCS Agreement, the NextGen RCS Board of Directors shall have all the responsibilities set forth in this section also with respect to the RCS as it transitions to the NextGen RCS.

9.4 NextGen RCS Board of Directors Terms and Qualifications

9.4.1 Written Designation. Members of the NextGen RCS Board of Directors ("NextGen RCS Directors") shall be designated in a writing submitted to the Sheriff's Department by their respective NextGen RCS Party appointing authority. The term for each NextGen RCS Director shall be determined by her or his respective appointing authority provided, however, that each NextGen RCS Director shall at all times be an incumbent of a NextGen RCS Party. All NextGen RCS Directors serve at the pleasure of their appointing authority.

9.4.2 Alternates. The NextGen RCS Party appointing authority shall also select an alternate to the NextGen RCS Directors. Alternate members are encouraged to attend

regular Board of Directors meetings, but shall vote only in the absence of the primary NextGen RCS Director. No proxy voting is allowed.

9.4.3 Chairperson and Vice-Chairperson. The Chairperson and a Vice Chairperson of the NextGen RCS Board of Directors shall be biennially elected by a majority vote of the NextGen RCS Directors. The Chairperson and Vice Chairperson shall serve at the discretion of a majority of the NextGen RCS Directors, i.e., they may be replaced at any time by a majority vote of the NextGen RCS Directors. The Chairperson and Vice-Chairperson shall be selected from members representing NextGen RCS Parties other than IVECA, Caltrans and the Schools Group. For a NextGen RCS Board of Directors meeting to occur, either the Chairperson or Vice-Chairperson, and not their alternates, must be present.

9.5 Attendance at NextGen RCS Board of Directors meetings

9.5.1 NextGen RCS Directors are expected to attend all possible meetings to represent their group interests and to help conduct NextGen RCS business. Arrangements should be made for the alternate to attend in the absence of the primary representative.

9.5.2 The NextGen Board of Directors shall develop and promulgate a policy relating to attendance and absences by Directors and alternates.

9.5.3 Resignation from the NextGen RCS Board of Directors shall be submitted in writing to the chairperson and to the appointing authority.

9.6 NextGen RCS Board of Directors Voting

9.6.1 Members of the NextGen RCS Board of Directors and committees formed by NextGen RCS Board of Directors ("committees") shall vote on all Items on the basis of one vote per member.

9.6.2 A quorum for the conduct of business exists when six (6) of the members are present at NextGen RCS Board of Directors meetings and three (3) of the six present represent NextGen RCS Parties other than IVECA, Caltrans or the Schools Group.

9.6.3 For any action to be taken by the Board of Directors, the vote in favor of the action must be a majority vote of the members of the Board of Directors present.

10. SHERIFF'S DEPARTMENT; WIRELESS SERVICES DIVISION

10.1 Sheriff's Wireless Services Division ("WSD") staff shall serve as advisors and staff to the NextGen RCS Board of Directors. The Manager of the WSD shall serve as the NextGen RCS Manager.

10.2 WSD staff shall manage the day-to-day operation and maintenance of the NextGen RCS subject to direction from and review by the NextGen RCS Board of Directors.

10.3 WSD staff shall provide support as necessary, but shall not have a voting right on any business before the NextGen RCS Board of Directors.

10.4 WSD staff shall perform the functions necessary to ensure that specific system performance guarantees are maintained throughout the term of the agreement.

10.5 WSD Manager. As the manager and operator of the NextGen RCS, the Sheriff's Department, and more specifically the WSD manager and staff, shall have the responsibility to:

10.5.1 implement the NextGen RCS.

10.5.2 Seek NextGen RCS Board of Directors approval of major policy decisions.

10.5.3 Develop contracts with vendors.

10.5.4 Provide appropriate staff support to the NextGen RCS Board of Directors.

10.5.5 Retain employees and agents.

10.5.6 As authorized and limited by the County, acquire, hold or dispose of property necessary to operate the NextGen RCS.

10.5.7 Charge participating agencies for expenses incurred in ongoing maintenance and operation of the NextGen RCS.

10.5.8 implement policy a set by the County, the Sheriff and the NextGen RCS Board of Directors.

10.5.9 Monitor and maintain NextGen RCS performance.

10.5.10 In conjunction with the NextGen RCS Board of Directors, develop and recommend the annual NextGen RCS budget to the County Board of Supervisors.

10.5.11 Reassign NextGen RCS priorities in extraordinary circumstances and make emergency repairs as required.

10.5.12 Provide information and support as necessary to the NextGen RCS Board of Directors.

10.5.13 Provide operating reports and technical information as necessary to assist the NextGen RCS Board of Directors.

10.5.14 Establish and maintain accounts and records, including personnel, property, financial, programmatic and other records deemed necessary by the NextGen RCS Board of Directors to ensure proper accounting for all ongoing operations and maintenance costs.

10.5.15 Use the records to justify any recommended adjustments to agency monthly operating charges.

10.6 **Notice of WSD Staff Changes**. The Sheriff's Department shall provide the NextGen RCS Board of Directors timely advance notice of impending personnel changes affecting any management staff assigned NextGen RCS responsibilities.

11. INFRASTRUCTURE, EQUIPMENT, SERVICES AND FISCAL ELEMENTS

11.1 **Infrastructure**. The NextGen RCS shall be divided into two infrastructure components: (a) the "shared backbone infrastructure" and (b) the participating agencies' infrastructure and equipment. These two parts are divided by a "line of demarcation" at the NextGen RCS network connection, which is the microwave network or common carrier termination point(s) used to interconnect the agency's radio consoles and other electronic communications devices to the RCS network.

11.2 **NextGen RCS Shared Backbone Infrastructure Costs**. The NextGen RCS Shared Backbone Infrastructure Cost is defined as the total cost of the equipment and services required to plan, design, procure and implement a P25 Trunked Voice Land Mobile Radio System, Microwave Transport Network, and Mutual Aid Conventional Radio System. NextGen RCS Shared Backbone Infrastructure costs shall not include agency equipment or services used to connect to the NextGen RCS (such as agency owned microwave transport or leased commercial connectivity), dispatch center equipment, and subscriber radios (mobile, portable, control stations) and ancillary devices.

11.3 **NextGen RCS Shared Backbone Infrastructure Cost Apportionment – Imperial County Agencies**. The NextGen RCS shall support NextGen Parties in both San Diego County and Imperial County. In 1995, local government entities in Imperial County formed the Imperial Valley Emergency Communications Authority (IVECA). IVECA was formed as a Joint Powers Authority to provide public safety communications services to the residents of the County of Imperial and its constituent cities. NextGen RCS Backbone Infrastructure costs for Imperial County sites, except as noted in 11.3.2, shall be the responsibility of IVECA.

11.3.1 IVECA shall bear the full cost of and retain ownership of all infrastructure installed in Imperial County which primarily supports IVECA agencies. IVECA shall also bear the

cost for any software and licenses required to operate the IVECA infrastructure on the NextGen RCS.

11.3.2 Costs for infrastructure installed at the two NextGen RCS sites that border the two counties, Hendrix Peak and Superstition Mountain, will be apportioned between San Diego County infrastructure costs and IVECA infrastructure costs based on talk group usage ratio calculated for calendar year 2013.

11.3.3 IVECA shall be responsible for paying a proportional cost of the "RCS Core" infrastructure equipment. The "RCS Core" is comprised of the computers networking devices that manage and control the NextGen RCS. The proportion shall be based on the same formula used to determine proportional costs for all SD County participating agencies (the average number of subscriber radios each participating agency had active on the RCS on September 1, 2013 and July 1, 2014 based on RCS billing invoices. The average number of radios on the system on those dates will be measured against the total number of all participating agency subscriber radios.)

11.3.4 The Request for Proposals issued by the County shall require responding vendors to include a proposal for separate vendor financing for IVECA.

11.3.5 IVECA may be excused from performance under this NextGen RCS Agreement if IVECA is unable to obtain financing on terms acceptable to IVECA.

11.4 **San Diego County Agencies: Cost apportionment.** NextGen RCS Shared Backbone Infrastructure costs for San Diego County governments and agencies that are NextGen RCS Parties but that are not members of the Imperial Valley Emergency Communications Authority are as follows:

11.4.1 The NextGen RCS Parties agree that they must pay a proportional cost of the NextGen RCS Shared Backbone Infrastructure costs.

11.4.2 NextGen RCS Parties further agree that they shall be responsible for paying their one-time NextGen RCS Shared Backbone Infrastructure Cost as determined by the apportionment model in Exhibit C, including any penalties for late signing, and any financing cost.

11.4.3 Total cost for the NextGen RCS Shared Backbone Infrastructure supporting San Diego County will be divided among all San Diego County NextGen RCS Parties. The portion of the total cost allocated to each NextGen RCS Party will be based on the number of radios each NextGen RCS Party has on the RCS, i.e., the "Radio Inventory Method" ("RIM"). In order to provide NextGen RCS Parties a pre-RIM calculation opportunity to make *bona fide*

adjustments to their radio inventories based on their respective individual agency requirements, the RIM calculation will be done as follows:

- Each NextGen RCS Party's radio inventory for purposes of the RIM calculation will be an average of the number of subscriber radios each NextGen RCS Party had on the RCS on September 1, 2013 and July 1, 2014. The average number of radios over those two dates will be measured against the total number of all participating agency subscriber radios.
- If two or more agencies consolidate, the active radio quantities will be combined from each agency for the two dates listed above.
- For New Parties that did not have radios on the RCS prior to or on September 1, 2013, their radio inventory for purposes of the RIM calculation will be determined by a review of the New Party's requirements for radio communications services on the NextGen RCS in the future. The review shall be conducted by County staff and presented to the RCS Board of Directors for approval.

11.4.4 Subscriber Radio Inventory Reductions. Radios deactivated from the RCS between May 1, 2013, and July 1, 2014, will be permanently deprogrammed from the RCS and will not allowed to be reactivated for use on the RCS or NextGen RCS except as direct one-to-one replacements for radios that are lost or become nonfunctional.

11.5 Final Cost Apportionment Totals. After all NextGen Parties have signed the agreement and after the final contract amount for the NextGen system has been determined, the County will issue an amendment to this agreement to update Exhibit C. (See section 14.3.) The amended Exhibit C will provide the final cost apportioned to each NextGen Party for shared infrastructure costs based on the final contract cost and total number of radios (to calculate the cost per radio). Exhibit C will include the September 1, 2013 and July 1, 2014 radio inventory totals for each agency and the final average.

11.6 Connection Costs; Maintenance. All NextGen RCS Parties, including both San Diego County and IVECA agencies, are responsible for all costs associated with procuring and installing the equipment necessary to connect to the NextGen RCS network and infrastructure and ongoing costs of connecting to the NextGen RCS. This shall not include maintenance of agency-owned microwave equipment used to connect to the NextGen RCS network which will be performed by the Sheriff's Department as a component of the NextGen RCS microwave network (supported by the NextGen RCS monthly operating fees).

11.6.1 Maintenance and other costs associated with the provision of primary and back up electrical power and other facility related costs in support of agency owned equipment shall be the responsibility of the agency.

11.7 Agency Subscriber and Dispatch Equipment. Subscriber and dispatch equipment are not part of the backbone infrastructure. The costs of purchasing, operating, and maintaining P25 compatible radio equipment, P25-compatible dispatch equipment, and any ancillary agency equipment is the sole responsibility of NextGen Parties.

11.8 Monthly Operating Fees

11.8.1 The costs of ongoing operations and maintenance of the trunked voice radio system, microwave network, and conventional radio systems shall be allocated to the participating agencies on a per radio basis.

11.8.2 The cost per radio shall be limited to those radios used on the NextGen RCS during normal operations.

11.8.3 Radios temporarily added by an agency to handle a disaster or emergency shall not be a part of determining the agency's ongoing NextGen RCS costs unless the radios are retained for normal operations following resolution of the disaster or emergency.

11.8.4 The monthly per-radio network operating fee shall be in effect for a period of one year and shall be adjusted annually to reflect actual costs.

11.9 Other Fees. User fees for as-needed services such as programming and de-programming radios, training, or other services may be implemented by the NextGen RCS Board of Directors as required.

11.10 NextGen RCS Reserve "Trust Fund"

11.11.1 The RCS TRUST FUND was established by the Board of Supervisors on June 19, 2001 (14) for the purpose of having funds available for contingencies and future RCS upgrades, enhancements and eventual replacement.

11.12.2 Reserve funds, including interest, shall be maintained in the RCS Trust Fund.

11.13.3 All excess monthly operating fee revenue shall be transferred to the RCS Trust Fund at the close of each fiscal year.

11.14.4 Other revenue from non-parties shall either be used for NextGen RCS operations or may be directed to the RCS Trust Fund upon recommendation of the NextGen RCS Board of Directors and approval of the Board of Supervisors.

11.15.5 The NextGen RCS Board of Directors shall recommend to the Board of Supervisors the disbursement of money from the RCS Trust Fund as required.

12. PURCHASE OF NEXTGEN COMPATIBLE EQUIPMENT BY NEXTGEN PARTIES

12.1 Compatibility of Equipment Purchased By NextGen RCS Parties. It is the responsibility of each NextGen RCS Party to ensure that when purchasing equipment to connect to the NextGen RCS that such equipment is compatible. The NextGen RCS will be a "standards based" P25 system which is compatible with subscriber radios and dispatch consoles from numerous manufacturers provided the equipment has been tested and certified as being P25 compliant. NextGen RCS Parties may submit the specifications of equipment they intend to purchase to the WSD for back up verification of compatibility. However, the County bears no responsibility for the purchase of incompatible equipment.

12.2 Contract "Piggybacking". The County agrees that it will endeavor to include a "piggyback clause" in contracts into which it enters that involve NextGen RCS equipment. For purposes of this NextGen RCS Agreement, a "piggyback clause" means written permission for other government agencies to enter into contracts with the vendor on equally favorable or better terms and conditions.

13. TERM OF AGREEMENT

13.1 The term of the Agreement is for twenty (20) years from the date of this Agreement.

14. AGREEMENT MODIFICATION; ENTIRE AGREEMENT

14.1. Except as otherwise provided herein, all changes to the NextGen RCS Agreement may only be amended in writing with the approval of the governing bodies of all parties to this NextGen RCS Agreement. Prior to processing an amendment, a recommendation shall be requested from the NextGen RCS Board of Directors.

14.2. Except as otherwise provided herein, this NextGen RCS Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this NextGen RCS Agreement except as provided for in this NextGen RCS Agreement, except to the extent that (1) State or Federal agencies may require standard form contracts incorporating the terms of this NextGen RCS Agreement, (2) supplemental agreements may be required

relating to IVECA, and (3) separate agreements may be required related to financing and frequency licensing or transfer.

14.3 Exhibit C Revisions. Notwithstanding any other provision of this NextGen RCS Agreement, including but not limited to section 14.1, the NextGen Parties agree that, when final system costs are known, the County is authorized by the NextGen RCS Parties to amend Exhibit C of this NextGen RCS Agreement to reflect the final system costs in accordance with the cost apportionment method described in section 11. The NextGen Parties agree that the final Exhibit C as amended by the County and in accordance with the apportionment method described in section 11 (see, in particular, section 11.5) shall be the legally-binding Exhibit C to this NextGen RCS Agreement without further approval by the NextGen RCS Parties. The County shall distribute the amended final Exhibit C to the NextGen RCS Parties.

15. TERMINATION BY A NEXTGEN RCS PARTY OF ITS PARTICIPATION

15.1 Notice. In order to terminate participation prior to the end of the TWENTY year term, the withdrawing agency must provide to the NextGen RCS Board of Directors and the Sheriff's Department no less than a one year written notice of intent to terminate participation. In the event there are extensions to the NextGen RCS Agreement, written notice of termination must be given no less than 120 days prior to the end of the extension.

15.2 Conditions of Termination. A NextGen RCS Party may terminate pursuant to Section 15.1 on the following conditions:

15.2.1 The terminating NextGen RCS Party must return to the Sheriff's Department all County-purchased equipment unless the Sheriff's Department determines otherwise.

15.2.2 The terminating NextGen RCS Party is responsible for any and all NextGen RCS debts attributable to that NextGen RCS Party, regardless of extra-contractual consequences of termination, including but not limited to breach by the terminating NextGen Party of its own financing obligations or CSA 135 obligations.

15.2.3 If a terminating NextGen RCS Party brought frequencies to the NextGen RCS, the terminating NextGen Party and the NextGen RCS Board of Directors shall negotiate in good faith a settlement that either returns the same or equivalent operable frequencies to the terminating NextGen Party, or provides equitable compensation if frequencies are left with the NextGen RCS.

16. GOVERNING LAW

This NextGen RCS Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

17. DISPUTE RESOLUTION

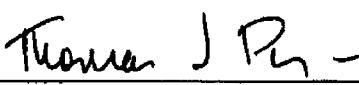
NextGen RCS Parties shall meet, confer and attempt in good faith to resolve any disputes involving performance under this NextGen RCS Agreement. Disputes that are not resolved by the NextGen RCS Parties shall, upon written request by any one of the NextGen RCS Parties involved in the dispute, be submitted to non-binding mediation by a mediator agreed upon by the NextGen RCS Parties involved in the dispute. If the NextGen RCS Parties involved in the dispute cannot agree on a mediator, they shall ask the American Arbitration Association to appoint a mediator. Each party shall bear its own costs of participating in the mediation.

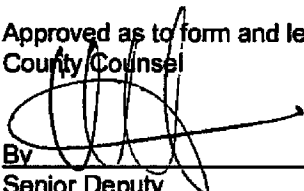
18. SIGNATURE PAGES

Each signature page shall include a description and reference to the source of authority for the person who is signing to execute contracts on behalf of their NextGen RCS Party. This NextGen RCS Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same agreement.

Signature Page to NextGen RCS Agreement

Name of Party: County of San Diego

Party Authorization and Acceptance
On <u>December 3, 2013</u> (Date), Item or Agenda No. <u>6</u> , the <u>San Diego County Board of Supervisors</u> (Name of Governing Body) Authorized the Undersigned to Accept, Agree to and Execute This NextGen RCS Agreement on behalf of the <u>County of San Diego</u> (Name of Party) As reflected in the attached Minute Order or similar documentation of the action taken.
Typed Name and Title of Authorized Party Official: Thomas J. Pastuszka Clerk of the Board of Supervisors
Signature of Authorized Party Official: 
Date of Signature: <u>12.9.13</u>

Approved as to form and legality
County Counsel

By _____
Senior Deputy

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date: <u>12/3/13</u>	Minute Order No. <u>6</u>
By: <u>Nancy V. Kerk</u>	Date: <u>12/6/13</u>
Deputy Clerk of the Board Supervisors	

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Signature Page to NextGen RCS Agreement

Name of Party: _____

Party Authorization and Acceptance

On _____ (Date), Item or Agenda No. _____,

the _____
(Name of Governing Body)

Authorized the Undersigned
to Accept, Agree to and Execute This NextGen RCS Agreement on behalf of the

(Name of Party)

As reflected in the attached Minute Order or similar documentation of the action taken.

Typed Name and Title of Authorized Party Official:

Signature of Authorized Party Official:

Date of Signature:

List of Exhibits

<i>Exhibit A</i>	<i>San Diego County-Imperial County Regional Communications System Agreement of March 7, 1995</i>
<i>Exhibit B</i>	<i>1995 RCS Parties</i>
<i>Exhibit C</i>	<i>Estimated RCS NextGen System Cost. (Includes Exhibit C-1, C-2, and C-3)</i>
<i>Exhibit C-1</i>	<i>Cost Apportionment for San Diego County Shared Infrastructure Per Party</i>
<i>Exhibit C-2</i>	<i>Cost Apportionment for RCS NextGen Core (Portion of the Shared Infrastructure Cost)</i>
<i>Exhibit C-3</i>	<i>Cost Apportionment for the Combined Infrastructure and RCS NextGen Core</i>
<i>Exhibit D</i>	<i>Potential New RCS NextGen Parties</i>

Exhibit A

**"San Diego County-Imperial County Regional Communications System
Agreement of March 7, 1995"**

Exhibit A

San Diego County – Imperial County



Regional Communications System

Agreement

**Between the County of San Diego and Participating Cities and
Jurisdictions Regarding the Implementation, Governance, Method
of Funding and Costs of a Regional Radio System Providing
Communication Services to Public Safety and Public Service
Agencies Operating in San Diego County and Imperial County.**

March 7, 1995



San Diego County - Imperial County
REGIONAL COMMUNICATIONS SYSTEM AGREEMENT
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San Diego County — Imperial County
REGIONAL COMMUNICATIONS SYSTEM
Participating Agency Agreement

1. Purpose and Intent of Agreement

- 1.1. This Memorandum of Agreement dated as of March 7, 1995, between the parties named in Exhibit "A" and the County of San Diego, a political subdivision of the State of California, provides for the development and operation of a Regional Communications System (RCS) benefiting the radio communication needs of public safety and public service agencies operating in the counties of San Diego and Imperial.
- 1.2. Nothing in this Agreement is intended to lessen participating member jurisdictions' authority over and responsibility for events occurring within their jurisdiction.
- 1.3. In order to provide an alternate source of funding for agencies participating in the RCS, the County of San Diego has formed County Service Area (CSA) 135 pursuant to Government Code (GC) Section 25210.1 et. seq.
- 1.4. For participating agencies deciding to use CSA 135 to fund their system costs, the County intends to levy parcel charges according to benefit per §25210.77a GC.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

2. Regional Communications System (RCS) Overview

- 2.1. The RCS will replace the participating public service and public safety agencies' existing radio communication systems throughout San Diego and Imperial counties with a modern, trunked radio system.
 - 2.2. The RCS will include a separate Mobile Data System (MDS) that will be used to transmit data for regional public safety and public service users over 800 MHz radio frequencies dedicated to that purpose. Participation in the MDS is not mandatory, and the MDS coverage area will be subject to agency participation.
 - 2.3. The RCS shall provide effective and reliable radio communications for routine intra-agency operations as well as inter-agency communications throughout the region during mutual aid and disaster operations. Public safety and public service agencies throughout the counties of San Diego and Imperial will have the opportunity to join the RCS.
 - 2.4. For the purposes of this Agreement, *Public Safety* and *Public Service* agencies are defined to include:
-

Participating Agency Agreement



- 2.4.1. **Public Safety** includes all law enforcement, fire service, EMS and disaster preparedness agencies in San Diego County and Imperial County.
 - 2.4.2. **Public Service** includes the State of California Department of Transportation (CALTRANS) District 11 and other participating agencies in the counties of San Diego and Imperial whose primary responsibility is providing citizens with services other than law enforcement, fire service and disaster preparedness.
- 2.5. All law enforcement, fire service, disaster preparedness and participating public service agencies in San Diego County and Imperial County shall have access to mutual aid communications capabilities.
- 2.6. Communications with agencies that have installed their own 800 MHz radio systems shall be facilitated via interfaces to the RCS.
3. **Agreement Contingencies**
This agreement is void unless financing for the radio system infrastructure is approved by the San Diego County Board of Supervisors and the necessary financing closes. As to the County of Imperial, this Agreement shall terminate if a CSA or other funding mechanism for communications purposes is not established within two years of the date of this Agreement.
4. **RCS Participants**
 - 4.1. The RCS shall be designed to support the requirements of San Diego and Imperial county public safety and designated public service participants.
 - 4.2. CALTRANS radio requirements shall be supported throughout District 11, which includes the counties of San Diego and Imperial in their entirety.
 - 4.3. All participants shall receive equitable representation on the Regional Communications System Member Board (*RCS Member Board*) as set forth in this Agreement.
 - 4.4. As part of implementing this agreement, participating agencies shall co-license or transfer their currently allocated 800 MHz frequencies to the County of San Diego for use in the RCS.
 - 4.5. No actions by the RCS Board of Directors, by the County of San Diego or by the County of Imperial may be so broad in nature that they negatively affect or impact the operational or legal integrity of its individual member agencies.
5. **Additional Participants**
 - 5.1. As system capacity permits, the RCS Board of Directors may approve other agencies joining the RCS on a case-by-case basis after the date of this Agreement.
 - 5.2. Priority consideration shall be given to agencies with licensed, public safety/public service 800 MHz frequencies that can be co-licensed or trans-

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ferred to the RCS, if such action can result in enhanced radio communications capabilities for all participants.

6. Performance Requirements

- 6.1. The RCS shall be designed to provide a high level of service and responsiveness, with region-wide coverage and capacity for all planned users throughout the term of this Agreement.
- 6.2. The RCS design objectives for the performance of portable and mobile voice and data radio equipment, and the quality of coverage provided shall be determined by the RCS Board of Directors and appropriate County of San Diego staff.
- 6.3. The RCS shall be designed to meet the loading requirements of the anticipated busiest hour for all planned users over the life of the system.
- 6.4. The actual RCS coverage plan shall be determined by the RCS Board of Directors.

7. RCS Access Priorities

- 7.1. In the event that all radio channels in the RCS are busy, users wanting to speak shall be prioritized as follows, regardless of how long they have been waiting.
 - 7.1.1. **Priority One — *Emergency Identification.***
An Emergency Identification is defined as the message received when a public safety member calls for immediate assistance by activating an emergency button or switch on the user radio equipment.
 - 7.1.2. **Priority Two — *Public Safety***
 - 7.1.2.1. Public Safety includes the normal daily radio transmissions of law enforcement, fire service, paramedic providers and disaster preparedness personnel using the RCS.
 - 7.1.2.2. Public Safety also includes RCS users whose normal lower priorities have been temporarily changed to resolve an unusual occurrence or large scale disaster.
 - 7.1.3. **Priority Three — *Non-Public Safety, Special Event.***
Non-Public Safety, Special Event includes planned events involving public service agency participants that are beyond the scope of their normal daily operations.
 - 7.1.4. **Priority Four — *Non-Public Safety, Regular.***
Non-Public Safety, Regular includes the normal daily radio transmissions of public service agencies using the system.

8. RCS Governance

Participating Agency Agreement



- 8.1. The overall goal in governing the RCS shall be to establish an operational and management structure that will provide authority to participants during the RCS's development and in the subsequent ongoing administration and management throughout the term of this agreement. Exhibit "D" depicts an RCS governance flowchart.
- 8.2. The RCS Member Board and the RCS Board of Directors are established by this Agreement, the duties and responsibilities of which are set forth in §10 and §11.
- 8.3. The governance objectives include:
 - 8.3.1. Provide a structure which retains administration and fiscal responsibility of the system in the control of the participating agencies.
 - 8.3.2. Allow the use of a CSA funding mechanism.
 - 8.3.3. Establish an organization which facilitates decision making.
 - 8.3.4. Leverage resources where appropriate.
 - 8.3.5. Develop an organization which will remain flexible and meet the needs of the participants over the term of the agreement.
9. **Roles and Responsibilities**

As required by the California CSA law, the San Diego County Board of Supervisors shall have ultimate legal and fiscal control over the RCS. Subject to such ultimate control, the Board of Supervisors shall delegate the fiscal control and operational administration of the RCS to the RCS Board of Directors.
10. **RCS Member Board**
 - 10.1. Each of the parties to this Agreement desires to participate in the governance of the RCS as a member of the Regional Communications System Member Board to be formed under the provisions of this Agreement.
 - 10.2. The Regional Communications System Member Board shall have responsibility for, and shall provide administration of components of the RCS that are common to all participating agencies.
 - 10.3. Each participating agency shall appoint one representative to serve on the RCS Member Board. Representatives to the RCS Member Board shall serve at the pleasure of their respective appointing authority.
 - 10.4. A participating jurisdiction with multiple agencies whose public safety and service radio communication needs are being met by the RCS shall be entitled to one representative on the RCS Member Board for each type of agency. (I. E., a participating city whose police and fire departments use the RCS shall have a RCS Member Board representative from each department.)

Participating Agency Agreement



- 10.5. The RCS Member Board shall be responsible for recommending operational changes and for participating in other committees, or in other ways deemed appropriate by the RCS Board of Directors.
- 10.6. The RCS Member Board shall be responsible for approving the annual budget.
- 11. **RCS Board of Directors**
 - 11.1. The RCS Board of Directors shall be composed of RCS representatives of each type of participating public safety/public service agency.
 - 11.2. Members of the RCS Board of Directors shall be determined in the following manner, according to the type of agency.
 - 11.2.1. San Diego County:
 - 11.2.1.1. The delegate from the San Diego Sheriff's Department shall be the Sheriff or the Sheriff's designata.
 - 11.2.1.2. The representative for the County of San Diego shall be the Chief Administrative Officer (CAO) or the CAO's designata, preferably from the Office of Disaster Preparedness.
 - 11.2.1.3. The municipal police representative shall be a police chief or designata from RCS member agencies who shall be selected by the San Diego County Police Chiefs and Sheriff's Association.
 - 11.2.1.4. The municipal fire representative shall be a fire chief or designata from RCS member agencies who shall be selected by the San Diego County Fire Chiefs Association.
 - 11.2.1.5. The fire district representative shall be a fire chief or designata from RCS member agencies who shall be selected by the San Diego County Chapter, Fire Districts Association of California.
 - 11.2.1.6. The North County Dispatch Joint Powers Authority (JPA) representative shall be a fire chief or designata from RCS member agencies who shall be selected by the North County Dispatch JPA governing body.
 - 11.2.1.7. The Heartland Communications Facility JPA (HCFA) representatives shall be designates from RCS member agencies who shall be selected by the HCFA governing body.
 - 11.2.2. Imperial County:
 - 11.2.2.1. The delegate from the Imperial County Sheriff's Office shall be the Sheriff or a designata.

Participating Agency Agreement



- 11.2.2.2. The representative for the County of Imperial shall be the CAO or a designate.
- 11.2.2.3. The municipal police representative shall be a police chief or designate from RCS member agencies who shall be selected by the Imperial County Police Chiefs Association.
- 11.2.2.4. The municipal fire representative shall be a fire chief or designate from RCS member agencies who shall be selected by the Imperial County Fire Chiefs Association.
- 11.2.2.5. The fire district representative shall be a fire chief or designate from RCS member agencies who shall be selected by the Imperial County Chapter, Fire Districts Association of California.
- 11.2.3. The representative for CALTRANS shall be a designate selected by appropriate state authority.
- 11.2.4. This Agreement provides for the addition of two public service members of the RCS Board of Directors, to be added when public service agencies join the RCS.
- 11.3. The RCS Board of Directors shall be responsible for the overall administration and direction of the RCS through interaction with the San Diego County Board of Supervisors, the assigned San Diego County staff and the RCS Member Board.
- 11.4. Specific responsibilities of the RCS Board of Directors shall include:
 - 11.4.1. Formulating the annual budget and submitting it to the RCS Member Board for approval.
 - 11.4.2. Identifying participating agency needs and requirements.
 - 11.4.3. Establishing subcommittees as necessary to ensure the interests and concerns of each user agency are represented and to ensure technical issues are thoroughly researched.
 - 11.4.3.1. The RCS Board of Directors shall establish a committee of MDS user agencies to administer the MDS and to make appropriate recommendations.
 - 11.4.3.2. If all RCS user agencies are MDS participants, administration of the MDS shall revert to the RCS Board of Directors.
 - 11.4.4. Monitoring the implementation of the RCS.
 - 11.4.5. Reviewing and adopting recommendations regarding the establishment of system priorities and task groups.
 - 11.4.6. Developing and approving RCS operating policies and procedures.

Participating Agency Agreement

- 11.4.7. Overseeing the establishment of long range plans.
- 11.4.8. Overseeing scheduled system reviews at intervals determined by the RCS Board of Directors, but not to exceed three years.
- 11.4.9. Budgeting and approving the disbursement of money from all CSA 135 funds.
- 11.4.10. Making recommendations to the San Diego County Board of Directors regarding the inclusion of additional RCS participants.
- 11.4.11. Addressing concerns of participating agencies.
- 11.4.12. Adopting appropriate actions to adjust RCS policies or procedures.
- 11.4.13. Adopting by-laws to govern the RCS Board of Director's internal operations.
- 11.4.14. Meeting quarterly or more frequently, if necessary.
- 11.4.15. Appointing a new Chairperson annually.
- 11.4.16. Conducting an annual fiscal audit.
- 11.4.17. Conducting periodic RCS audits.
- 11.4.18. Discharging other duties as required by statute.

12. Representation on the RCS Board of Directors

12.1. As of the date of this Agreement, the following types of agencies shall be represented by appointment to the RCS Board of Directors:

- 12.1.1. San Diego County:
 - 12.1.1.1. Sheriff's Department
 - 12.1.1.2. County Representative (Office of Disaster Preparedness)
 - 12.1.1.3. Municipal Police
 - 12.1.1.4. Municipal Fire
 - 12.1.1.5. Fire Districts
 - 12.1.1.6. North County Dispatch Joint Powers Authority
 - 12.1.1.7. Heartland Communications Facility Joint Powers Authority
- 12.1.2. Imperial County:
 - 12.1.2.1. Sheriff's Department
 - 12.1.2.2. County Representative
 - 12.1.2.3. Municipal Police
 - 12.1.2.4. Municipal Fire

Participating Agency Agreement



12.1.2.5. Fire Districts

12.1.3. CALTRANS

12.1.4. Public Service agencies shall select two delegates at large.

13. RCS Board of Directors Terms and Qualifications

- 13.1. Terms for members of the RCS Board of Directors shall be determined by their appointing authority. All members of the Board of Directors serve at the pleasure of their respective appointing authority.**
- 13.2. The appointing authority shall also select an alternate to the RCS Board of Directors. Alternate members are encouraged to attend regular Board of Directors meetings, but shall vote only in the absence of the regular member.**
- 13.3. Only representatives of agencies participating in the RCS may be selected to the RCS Board of Directors.**
- 13.4. The Chairperson and a Vice Chairperson of the RCS Board of Directors shall be biannually elected by a majority vote of the Directors. During their term, the Chairperson and Vice Chairperson shall serve at the discretion of a majority of the Directors.**
- 13.5. Attendance at Board of Directors meetings:**
 - 13.5.1. Members of the Board of Directors are expected to attend all possible meetings to represent their group interests and to help conduct RCS business. Arrangements should be made for the alternate to attend in the absence of the primary representative.**
 - 13.5.2. To remain on the Board of Directors, a director may not exceed more than three absences from regularly scheduled Board of Directors meetings during a County of San Diego fiscal year (July 1 through June 30).**
 - 13.5.3. If a director exceeds more than the allowable three absences in a fiscal year, the Board of Directors shall request a replacement from the appointing authority unless, because of extraordinary circumstances, the Board of Directors votes to allow one additional absence.**
 - 13.5.4. Alternate directors shall be subject to the same requirements for all meetings they are required to attend.**
 - 13.5.5. An absence by both the primary director and the alternate director representing the same appointing authority shall be counted against both parties.**
 - 13.5.6. By vote of the Board of Directors, a leave of absence may be granted to a primary or alternate director for no more than 180 days. Only one leave of absence may be granted in any twelve month period.**

Participating Agency Agreement



13.5.7. Resignation from the Board of Directors shall be submitted in writing to the chairperson and to the appointing authority.

14. Attendance and Participation by the Public

- 14.1. *Ralph M. Brown Act.* All meetings of the RCS Board of Directors and RCS Member Board shall be noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (GC §54950 et. seq.).
- 14.2. Local, state and federal representatives of public safety or service agencies who are not parties to this Agreement may participate in RCS Board of Directors, Member Board or committee meetings as members of the public, but shall not have voting rights.
- 14.3. Representatives from non-participating agencies may not serve in any official capacity in respect to RCS administration, management or operation.

15. RCS Voting Requirements

- 15.1. Members of the RCS Member Board, Board of Directors and committees shall vote on all items on the basis of one vote per member.
- 15.2. A quorum for the conduct of business exists when a majority of the members are present at Board of Directors, Member Board and other committee meetings.
- 15.3. Actions on all boards and committees shall be determined by a majority vote of members present at a meeting when a quorum exists.
- 15.4. An agency may not designate another agency to be its proxy.
- 15.5. In the case of RCS Board of Directors actions, the alternate delegate shall only have a voting right in the absence of the regular delegate.

16. County of San Diego, Department of Information Services (DIS) Support Staff Role

- 16.1. DIS staff shall serve as an advisory and staff function to the RCS Member Board and RCS Board of Directors.
- 16.2. DIS staff shall manage the day-to-day operation of the RCS subject to direction from and review by the RCS Board of Directors .
- 16.3. DIS staff shall provide support as necessary, but shall not have a voting right on any business before the RCS Member Board, the RCS Board of Directors, or any committees.
- 16.4. DIS staff shall perform the functions necessary to ensure that specific system performance guarantees are maintained throughout the term of the agreement.
- 16.5. As the manager and operator of the RCS, the Department of Information Services shall have the responsibility to:

Participating Agency Agreement



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- 16.5.1. Provide appropriate staff support to the RCS Board of Directors as requested, within budgetary restraints.
 - 16.5.2. Seek RCS Board of Directors approval of major policy decisions related to the RCS.
 - 16.5.3. Develop contracts with vendors and submit to RCS Board of Directors for approval.
 - 16.5.4. Implement the regional 800 MHz public safety voice and data radio systems.
 - 16.5.5. Retain employees and agents.
 - 16.5.6. Acquire, hold or dispose of property necessary to operate the RCS.
 - 16.5.7. Charge participating agencies for expenses incurred in ongoing maintenance and operation of the RCS.
 - 16.5.8. Implement policy.
 - 16.5.9. Monitor and maintain RCS performance.
 - 16.5.10. In conjunction with the RCS Board of Directors, develop and recommend the annual RCS budget.
 - 16.5.11. Reassign RCS priorities in extraordinary circumstances and make emergency repairs as required.
 - 16.5.12. Provide information and support as necessary to the RCS Board of Directors.
 - 16.5.13. Provide operating reports and technical information as necessary to assist the RCS Board of Directors.
 - 16.5.14. Establish and maintain accounts and records, including personnel, property, financial, programmatic and other records deemed necessary by the RCS Board of Directors to ensure proper accounting for all ongoing operations and maintenance costs.
 - 16.5.15. Use the records to justify any adjustment to agency benefit charges.
- 16.6. The Director of DIS shall provide the RCS Board of Directors timely advance notice of impending personnel changes affecting any management staff assigned RCS responsibilities.
- 17. Agency Costs and CSA Benefit Charges**
- 17.1. The Department of Information Services shall implement, manage and operate the 800 MHz trunked radio backbone and microwave systems.
 - 17.1.1. Costs for agencies participating at the time the RCS is implemented are reflected in Exhibit "B". MDS participation costs are separate from voice radio system costs.
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Participating Agency Agreement



17.1.2. Costs for agencies joining subsequent to the implementation of the RCS:

17.1.2.1. The County of San Diego shall assume the costs of implementing the voice and data radio backbone systems in areas where agencies have not committed to RCS participation.

17.1.2.1.1. RCS coverage in those areas shall meet the requirements of the County of San Diego.

17.1.2.1.2. Costs to enhance coverage to satisfy the needs of an agency joining the RCS subsequent to the original implementation shall be the joining agency's responsibility.

17.1.2.2. An agency joining the RCS shall be responsible for paying their original one-time costs as represented in Exhibit "B", plus financing costs that have incurred since the date of this Agreement. The RCS Board of Directors shall reimburse appropriate financing expenses to the County of San Diego in relation to §17.1.2.3.

(EXAMPLE: If Santee decides to join the RCS after five years of the 15 year agreement have passed, their costs will include:

*(1) their estimated one-time costs as shown in Exhibit "B" and,
(2) associated financing costs for the first five years, as shown in Exhibit "C".*

The RCS Board of Directors shall then reimburse the County of San Diego for principal and financing expenses that resulted because of Santee's absence during the initial five years.)

17.1.2.3. An agency or jurisdiction that wants to join the RCS must pay a proportional cost of the overall voice radio backbone and microwave development investment.

If the agency or jurisdiction decides to use CSA 135 for funding, it must file an application with the San Diego County Local Area Formation Commission (LAFCO) to join CSA 135. Each agency is responsible for its own costs associated with the LAFCO process.

17.1.2.4. All funds received from agencies joining the RCS shall be deposited in the CSA 135 account for appropriate distribution by the RCS Board of Directors.

17.2. The agency may use a funding method other than CSA 135 to pay for its RCS origination and operating expenses.

Participating Agency Agreement



- 17.3. Ongoing operations and maintenance costs shall be shared equally by the participating agencies and shall be based on the established formula. (See Exhibit "B")
- 17.4. Monthly Operating Fees
 - 17.4.1. The costs of ongoing operations and maintenance of the trunked voice radio system, mobile data radio system and microwave system shall be allocated to the participating agencies on a per radio basis.
 - 17.4.1.1. The cost per radio shall be limited to those radios used on the RCS during normal operations.
 - 17.4.1.2. Radios temporarily added by an agency to handle a disaster or emergency shall not be a part of determining the agency's ongoing RCS costs unless the radios are retained for normal operations following resolution of the disaster or emergency.
 - 17.4.1.3. The costs of ongoing operations and maintenance on the voice system and the mobile data system shall be determined separately, since not all agencies will decide to use both systems. Therefore, the monthly operating fees for radios on each system may be different.
 - 17.4.2. After resolving which agencies are participating and determining the actual number of radios to be included in each system (voice and data), the cost per agency shall be finalized.
 - 17.4.3. The final cost shall be in effect for a period of one year and shall be adjusted annually to reflect actual costs.
- 17.5. Reserve Funds In CSA 135 Account
 - 17.5.1. One of the responsibilities of the RCS Board of Directors is to budget the disbursement of money from the CSA 135 account.
 - 17.5.2. All funds received by the County of San Diego from all RCS participating agencies, for the purpose of funding the RCS shall be deposited into the CSA 135 account.
 - 17.5.3. Reserve funds, including interest, shall be maintained in the CSA 135 account for the purposes of contingencies and for RCS upgrades and enhancements.
 - 17.5.4. CSA 135 reserve funds can only be used for Regional Communications System purposes and on approval of the RCS Board of Directors by majority vote.
 - 17.5.5. The RCS Board of Directors shall review CSA 135 fund levels annually and take appropriate action.
- 17.6. CSA 135 Zone Option and Costs

Participating Agency Agreement



- 17.6.1. Each participating agency shall have the ability to customize their own CSA 135 requirements for other RCS components, including user equipment, communications center equipment and operating costs, by developing a CSA zone.
- 17.6.2. Each agency establishing a zone shall have the responsibility to develop an annual zone budget and zone benefit fee schedule.
- 17.6.3. The CSA funds generated within the zone may only be utilized to meet the requirements of that zone.
- 17.7. Unless otherwise agreed, maintenance of agency owned RCS equipment shall be provided by Department of Information Services staff assigned to the RCS. All associated maintenance costs shall be included as a part of the agency monthly operating fees.
- 17.8. Maintenance and other costs associated with the provision of primary commercial and back up 110/240 volt A. C. electrical power shall be the responsibility of the agency.
- 17.9. Unless otherwise determined by separate agreement, each participating agency shall be responsible for the costs associated with connecting to the RCS backbone from the point of demarcation to the agency radio system equipment.
- 18. **Point of Demarcation for Responsibility of Equipment**
 - 18.1. Unless otherwise determined by separate agreement, the demarcation point between RCS responsibility and agency responsibility is the microwave radio channel bank equipment termination blocks that are used to interconnect the agency radio consoles and other electronic devices used for voice and data communications to the channel banks.
 - 18.2. Each participating agency shall be responsible for all costs associated with their mobile data system application development, user equipment and integration from the point of demarcation.
- 19. **Purchase of RCS Compatible Equipment**
 - 19.1. Each participating agency agrees to meet County of San Diego specifications, including brands and models when appropriate, for associated equipment used to interconnect to the RCS.
 - 19.2. Participating agencies agree to submit specifications of radio system related equipment orders to County RCS staff to ensure compatibility before purchase.
 - 19.3. Associated equipment may be purchased through the County of San Diego to insure compatibility and favored pricing.
- 20. **Term of Agreement**

The term of agreement is for fifteen years from the date of this Agreement.
- 21. **Agreement Modification; Entire Agreement**

Participating Agency Agreement



- 21.1. This Agreement may only be amended in writing with the approval of the governing bodies of all parties to this Agreement. Prior to processing an amendment, a recommendation shall be requested from the RCS Board of Directors.
- 21.2. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement. Subsequent agreements may be entered into with CALTRANS and the County of Imperial concerning RCS matters.
- 22. **Termination of Agreement**
 - 22.1. In order to terminate participation prior to the end of the fifteen year term, the withdrawing agency must provide no less than a one year written notice of intent to terminate participation.
 - 22.2. Termination shall be granted provided that the withdrawing party:
 - 22.2.1. Returns to the RCS all equipment for value that the RCS Board of Directors determines is required to maintain the RCS for all remaining users; and,
 - 22.2.2. If the termination compromises the legality of the CSA benefit charges in the jurisdiction of the withdrawing agency, such agency shall be responsible for the remaining debt payments which would have aggregated from the CSA.
 - 22.2.3. If an agency that brought frequencies to the RCS opts to terminate, the RCS Board of Directors shall negotiate a settlement that either returns the same or equivalent operable frequencies, or provides equitable compensation if frequencies are left with the RCS.
- 23. **Arbitration**
 - 23.1. If settlement on an issue cannot be reached between the grieving or terminating agency and the RCS Board of Directors, binding arbitration shall be employed to reach a settlement.
 - 23.2. The arbitrator shall be selected by mutual agreement of the RCS Board of Directors and the terminating agency.
 - 23.3. It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the settlement which shall be binding in nature, except as to issues of law.
 - 23.4. Each party to a hearing before an arbitrator shall bear his own expenses in connection therewith.
 - 23.5. All fees and expenses of the arbitrator shall be borne one-half by remaining members of the RCS and one-half by the grieving or withdrawing agency.



Participating Agency Agreement

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

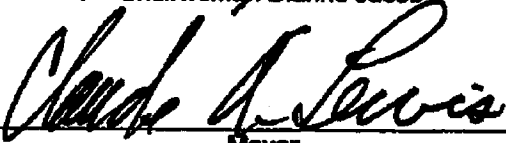
COUNTY OF SAN DIEGO

Board of Supervisors Approval
Date: MAR 7 1995

By 
Chairwoman Dianne Jacob

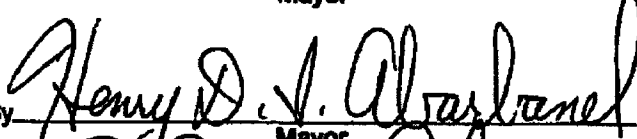
CITY OF CARLSBAD

Council Approval
Date: MARCH 22, 1995

By 
Mayor

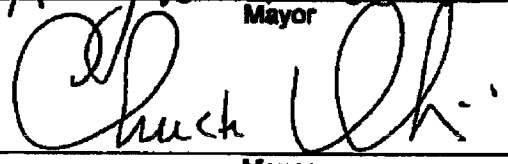
CITY OF DEL MAR

Council Approval
Date: 4-3-95

By 
Mayor

CITY OF ENCINITAS

Council Approval
Date: MARCH 22, 1995

By 
Mayor

CITY OF IMPERIAL BEACH

Council Approval
Date: _____

By _____
Mayor

CITY OF LEMON GROVE

Council Approval
Date: _____

By _____
Mayor

CITY OF POWAY

Council Approval
Date: 4-18-95

By 
Mayor

CITY OF SAN MARCOS

Council Approval
Date: 4/13/95

By 
Mayor

CITY OF SOLANA BEACH

Council Approval
Date: 4-17-95

By 
Mayor



Exhibit "A"
Participating Agency Agreement

PARTIES TO THE MARCH 7, 1995 AGREEMENT

1. Alpine Fire Protection District
2. Bonita-Sunnyside Fire Protection District
3. Borrego Springs Fire Protection District
4. City of Carlsbad
5. City of Del Mar
6. City of Encinitas
7. City of Imperial Beach
8. City of Lemon Grove
9. City of Poway
10. City of San Marcos
11. City of Solana Beach
12. City of Vista
13. California Department of Transportation, District 11
14. County of Imperial (all county and city public safety agencies, all territories)
15. County of San Diego (county public safety and service agencies)
16. Deer Springs Fire Protection District
17. East County Fire Protection District
18. Heartland Communications Dispatch Facility JPA
19. Julian - Cuyamaca Fire Protection District
20. Lakeside Fire Protection District
21. Lower Sweetwater Fire Protection District
22. North County Dispatch JPA
23. Pine Valley Fire Protection District
24. Rancho Santa Fe Fire Protection District
25. Rural Fire Protection District
26. San Miguel Consolidated Fire Protection District
27. Valley Center Fire Protection District



Exhibit "B"
Participating Agency Agreement

ESTIMATED AGENCY ONE-TIME COSTS
Combined Voice and Data Backbone

Agency	Number of Ports*	Number of Benefit Units*	Per Cent of Total Benefit Units	One-Time Cost Based on Benefit Unit % **	Value One-Time Cost Based on Benefit Unit %	Estimated Annual Cost Data ***	Estimated Annual Cost Value ***
Unincorporated	178,478	1,124,170	31.20%	82,498,528	28,755,256	3300,874	\$1,054,312
Carlsbad	34,831	203,725	5.67%	452,790	1,588,850	54,825	181,085
Del Mar	4,890	18,533	0.54%	43,413	152,127	5,228	18,319
Encinitas	18,785	158,735	4.42%	352,787	1,236,258	42,484	148,871
Imperial Beach	4,998	83,188	1.78%	140,481	482,198	16,914	59,271
Lemon Grove	8,940	65,225	1.81%	144,988	507,985	17,457	61,172
Poway	14,445	111,824	3.11%	248,757	871,888	29,953	104,889
San Marcos	12,878	118,743	3.30%	283,813	924,794	31,780	111,354
Selma Beach	12,900	47,888	1.33%	105,939	371,228	12,757	44,703
Vista	18,630	203,328	5.68%	451,907	1,583,558	54,419	190,893

Chula Vista	35,652	388,728	10.64%	891,733	2,809,405	98,545	338,310
Coronado	10,458	82,388	1.74%	138,861	485,880	16,898	58,611
El Cajon	17,818	240,280	6.68%	533,891	1,871,192	64,303	225,330
La Mesa	18,051	168,820	4.69%	374,787	1,313,246	45,130	158,142
National City	8,623	113,982	3.17%	293,331	887,714	30,506	108,889
Oceanside	48,610	408,690	11.32%	903,849	3,167,377	108,847	381,417
Santee	14,595	123,247	3.48%	278,388	975,448	33,521	117,464
TOTAL	481,898	3,514,159	100%	\$7,888,212	\$27,882,813	\$961,944	\$3,378,811

* Based on 1994 counts. Does not include Benefit Units for trailer parks in the claim. The approach still needs to be refined with the individual cities.

** Data One-time cost is for backbone only. It does not include agency integration costs.

*** Based on 8.5% annual percentage rate.

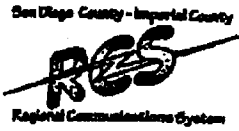


Exhibit "C"
Participating Agency Agreement

ESTIMATED COSTS OF AGENCY ENTERING SYSTEM AFTER MARCH 7, 1995
City of SanTEE

Number of Benefit Units 125,247

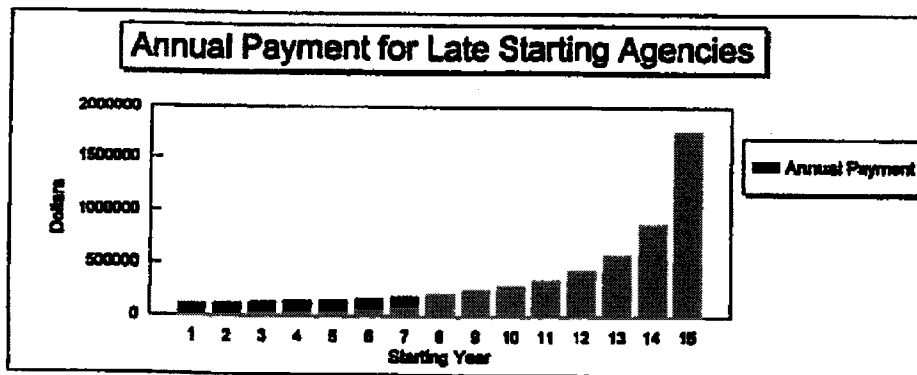
Percent of Total Benefit 3.48%

Financing Costs of One Time Cost for 15 Years at 8.5% APR

Principal	Financing	Total	Annual Payment
\$975,448	\$788,510	\$1,761,958	\$117,464

Annual Payment if Join in Year

Year	Annual Payment
1	\$117,464
2	\$125,854
3	\$135,535
4	\$146,830
5	\$160,178
6	\$176,186
7	\$195,773
8	\$220,245
9	\$251,708
10	\$293,660
11	\$352,392
12	\$440,490
13	\$587,319
14	\$880,979
15	\$1,781,958

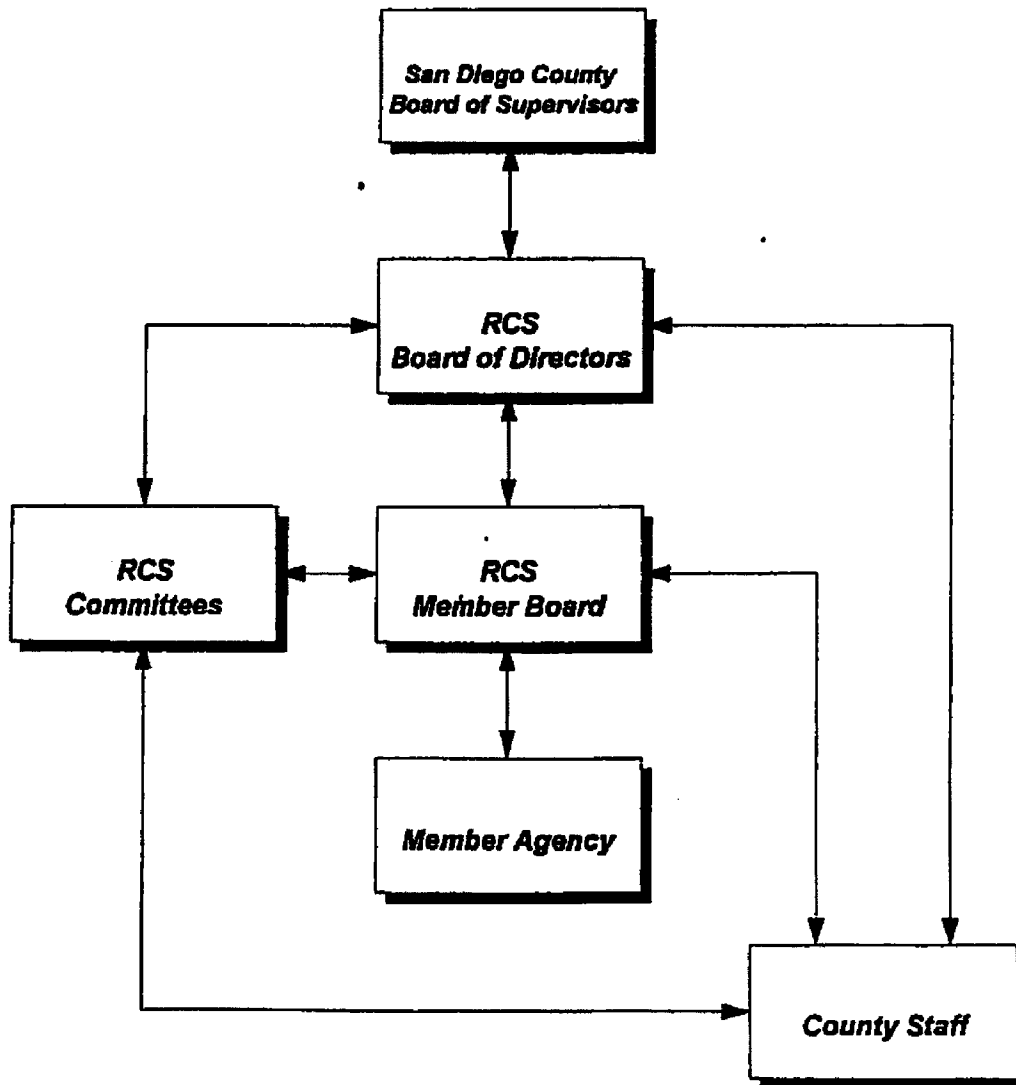


March 7, 1995



Exhibit "D"
Participating Agency Agreement

GOVERNANCE STRUCTURE



↔
Reporting Relationships,
Lines of Communication

Exhibit B

1995 RCS Parties

1995 RCS Parties	Status
Alpine Fire Protection District	Existing
Bonita-Sunnyside Fire Protection District	Existing
Borrego Springs Fire Protection District	Existing
City of Carlsbad	Existing
City of Chula Vista	Existing
City of Coronado	Existing
City of Del Mar	Existing
City of El Cajon	Existing
City of Encinitas	Existing
City of Escondido	Existing
City of Imperial Beach	Existing
City of La Mesa	Existing
City of Lemon Grove	Existing
City of National City	Existing
City of Oceanside	Existing
City of Poway	Existing
City of San Marcos	Existing
City of Santee	Existing
City of Solana Beach	Existing
City of Vista	Existing
County of San Diego	Existing
Deer Springs Fire Protection District	Existing
Heartland Communications Facility Joint Powers Authority	Existing
Imperial Valley Emergency Communications Authority (IVECA)	Existing
Julian-Cuyamaca Fire Protection District	Existing
Lakeside Fire Protection District	Existing
Metropolitan Transit System	Existing
Mira Costa Community College District	Existing
North County Dispatch Joint Powers Authority	Existing
North County Fire Protection District	Existing
North County Transit District	Existing
Rancho Santa Fe Fire Protection District	Existing
San Diego Rural Fire Protection District	Existing
San Diego Unified Port District	Existing
San Miguel Consolidated Fire Protection District	Existing
Santee School District	Existing
State of California Department of Transportation (Caltrans)	Existing
State of California, California Highway Patrol/EI Cajon CHP	Existing
Valley Center Fire Protection District	Existing
Viejas Reservation Fire Department	Existing
Vista Fire Fire Protection District	Existing
Pine Valley Fire Protection District ¹	Former
Padre Dam Water District ²	Former
East County Fire Protection District ³	Former

¹Original Signator - Never came on system (no radios on system)

²Terminated RCS Agreement on January 7, 2013

³Consolidated with San Miguel Consolidated Fire District in 2008

Exhibit C
Estimated RCS NextGen System Cost

NextGen Shared Infrastructure Cost	
<i>NextGen System Components Shared Infrastructure</i>	<i>Estimated Cost</i>
Estimated Total Shared Infrastructure Cost	\$ 105,000,000
Less estimated IVECA Infrastructure of \$9 Million (includes estimated proportional share of NexGen core)	\$ (9,000,000)
Less Grants/RCS Trust Fund	\$ (10,000,000)
Estimated Remaining Shared Infrastructure Costs to be Apportioned among San Diego County NextGen RCS Parties	\$ 86,000,000

Estimated Total Subscriber Radio Count	
Total Estimated NextGen Parties Subscriber Radio Count	13,953

To Calculate Your Agency's Estimated Cost Apportionment

1. Divide the **Remaining Costs to be Apportioned** by the **Total Estimated NextGen Parties Subscriber Radio Count**. Multiply this number by the projected average number of your agency's subscriber radios for the two dates.

Formula

$$\frac{\text{Remaining Costs to be Apportioned}}{\text{Estimated Total Subscriber Radio Count}} \times \text{Two Year Average Radio Count} = \text{Estimated Agency Cost for Shared Infrastructure}$$

Example

- Agency X has an average of 50 radios for the two dates.
- Total Estimated Cost of System divided by the Total Estimated Parties Subscriber Radio Count is \$6,164
- Fifty (50) subscriber radios X \$6,164 estimated cost = Estimated Agency Cost \$308,177

Exhibit C-1

Cost Apportionment for San Diego County Shared Infrastructure Per Party: Costs are apportioned in two categories--
 infrastructure and core. Below are the estimated shared infrastructure apportionment costs per agency

San Diego County Party Name	Radio Count 9/1/13	Radio Count 7/1/2014	Average Radio Count	Estimated Cost for San Diego Shared Infrastructure
Alpine Fire Protection District	26			
Bonita-Sunnyside Fire Protection District	16			
Borrego Springs Fire Protection District	21			
City of Carlsbad	436			
City of Chula Vista	694			
City of Coronado	182			
City of Del Mar	97			
City of El Cajon	460			
City of Encinitas	246			
City of Escondido	752			
City of Imperial Beach	117			
City of La Mesa	291			
City of Lemon Grove	95			
City of National City	284			
City of Oceanside	744			
City of Poway	296			
City of San Marcos	419			
City of Santee	176			
City of Solana Beach	58			
City of Vista	284			
County of San Diego	5,848			
Deer Springs Fire Protection District	21			
Heartland Communications Facility JPA	12			
Julian-Cuyamaca Fire Protection District	29			
Lakeside Fire Protection District	98			
Metropolitan Transit System	251			
Mira Costa Community College District	20			
North County Dispatch JPA	18			
North County Fire Protection District	127			
North County Transit District	33			
Rancho Santa Fe Fire Protection District	92			
San Diego Rural Fire Protection District	107			
San Diego Unified Port District	299			
San Miguel Consolidated Fire Protection District	135			
Santee School District	44			
State of CA Department of Transportation (Caltrans)	893			
State of California, CA Highway Patrol/El Cajon CHP	174			
Valley Center Fire Protection District	25			
Viejas Reservation Fire Department	33			
Potential New Party				
Potential New Party				
Potential New Party				
TOTAL	13,953	-	-	

Exhibit C-2

Cost Apportionment for RCS NextGen Core (Portion of the Shared Infrastructure Costs): Costs are apportioned in two categories—Infrastructure and core. Below are the estimated RCS NextGen Core apportionment costs per agency for both San Diego County agencies and the Imperial Valley Emergency Communications Authority (IVECA).

San Diego County Parties & IVECA	Radio Count 9/1/13	Radio Count 7/1/2014	Average Radio Count	Estimated Cost for RCS NextGen Core
Alpine Fire Protection District	26			
Bonita-Sunnyside Fire Protection District	16			
Borrego Springs Fire Protection District	21			
City of Carlsbad	436			
City of Chula Vista	694			
City of Coronado	182			
City of Del Mar	97			
City of El Cajon	460			
City of Encinitas	246			
City of Escondido	752			
City of Imperial Beach	117			
City of La Mesa	291			
City of Lemon Grove	95			
City of National City	284			
City of Oceanside	744			
City of Poway	296			
City of San Marcos	419			
City of Santee	176			
City of Solana Beach	58			
City of Vista	284			
County of San Diego	5,848			
Deer Springs Fire Protection District	21			
Heartland Communications Facility JPA	12			
Julian-Cuyamaca Fire Protection District	29			
Lakeside Fire Protection District	98			
Metropolitan Transit System	251			
Mira Costa Community College District	20			
North County Dispatch, JPA	18			
North County Fire Protection District	127			
North County Transit District	33			
Rancho Santa Fe Fire Protection District	92			
San Diego Rural Fire Protection District	107			
San Diego Unified Port District	299			
San Miguel Consolidated Fire Protection District	135			
Santee School District	44			
State of CA Department of Transportation (Caltrans)	893			
State of California, CA Highway Patrol/El Cajon CHP	174			
Valley Center Fire Protection District	25			
Viejas Reservation Fire Department	33			
IVECA*	1,302			
Potential New Party				
Potential New Party				
Potential New Party				
TOTAL	15,255	-	-	-

*IVECA will pay for infrastructure for Imperial County (an estimated \$ 9,000,000) and a portion of the NextGen core costs.

Exhibit C-3

Cost Apportionment for the Combined Infrastructure and RCS NextGen Core: Costs are apportioned in two categories-- infrastructure and core. Below are both the estimated Combined Infrastructure and RCS Core apportionment costs per agency.

San Diego County Parties & IVECA	Exhibit C-1 Estimated Cost for San Diego Shared Infrastructure	+	Exhibit C-2 Estimated Cost for RCS NextGen Core	=	Combined Estimated Cost for San Diego Shared Infrastructure and NextGen RCS Core (C-1 + C-2)
Alpine Fire Protection District					
Bonita-Sunnyside Fire Protection District					
Borrego Springs Fire Protection District					
City of Carlsbad					
City of Chula Vista					
City of Coronado					
City of Del Mar					
City of El Cajon					
City of Encinitas					
City of Escondido					
City of Imperial Beach					
City of La Mesa					
City of Lemon Grove					
City of National City					
City of Oceanside					
City of Poway					
City of San Marcos					
City of Santee					
City of Solana Beach					
City of Vista					
County of San Diego					
Deer Springs Fire Protection District					
Heartland Communications Facility JPA					
Julian-Cuyamaca Fire Protection District					
Lakeside Fire Protection District					
Metropolitan Transit System					
Mira Costa Community College District					
North County Dispatch, JPA					
North County Fire Protection District					
North County Transit District					
Rancho Santa Fe Fire Protection District					
San Diego Rural Fire Protection District					
San Diego Unified Port District					
San Miguel Consolidated Fire Protection District					
Santee School District					
State of CA Department of Transportation (Caltrans)					
State of California, CA Highway Patrol/El Cajon CHP					
Valley Center Fire Protection District					
Viejas Reservation Fire Department					
IVECA					
Potential New Party					
Potential New Party					
Potential New Party					
TOTALS					

Exhibit D

Potential New RCS NextGen Parties

Potential New Parties	Radio Count Sept 1, 2013	Radio Count July 1, 2014	Average Radio Count
Barona Fire Department	35		
Cajon Valley Union School District	125		
California Department of Corrections & Rehabilitation Division of Adult Parole Operations	109		
California Department of Corrections & Rehabilitation Office of Correctional Safety	13		
California State University San Marcos (Police)	49		
Grossmont Union High School District	128		
Grossmont-Cuyamaca Community College	16		
Jamul-Dulzura Unified School District	15		
La Jolla Band of Luiseño Indians (La Jolla Tribal Police)	4		
Los Coyotes Police Department	6		
Olivenhain Municipal Water District	3		
Palomar College	41		
Pala Band of Mission Indians	25		
Pauma Band of Luiseño Mission Indians (Pauma Band of Mission Indians)	21		
Poway Unified School District	240		
Ramona Water District Fire Department	21		
Rancho Santa Fe Patrol	17		
San Diego Association of Governments (SANDAG)	59		
San Diego County Regional Airport Authority	164		
San Diego Humane Society	34		
San Diego State University (Police & Parking)	102		
Southwestern College Police Dept.	22		
Sycuan Band of the Kumeyaay Nation (Sycuan Fire/Police Department)	72		
University of California San Diego (Police and Environment Health & Safety)	108		
Vista Unified High School District	188		

FUTURE CITY COUNCIL AGENDA ITEMS
February 6, 2014

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

February 19, 2014
No Meeting (President's Day)

February 26, 2014
8:30 a.m. State of the City
Center for the Arts, Escondido

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

February 5, 2014

ECONOMIC DEVELOPMENT

- Walmart Neighborhood Grocery Store opened last Wednesday.
- The California Association for Local Economic Development (CALED) reports that third quarter 2013 job growth was slow across all states, although California ranked 19th highest with a 1.5% increase. San Diego County's job growth increased by 1.8%. In addition the unemployment rate in September 2013 showed that two-thirds of California's markets were still experiencing double-digit unemployment rates with the overall state average being 9.2%. However, San Diego County's rate was 7.7%
- The following is a link to a very positive article in today's Union Tribune regarding the local craft beer industry:
<http://m.utsandiego.com/news/2014/feb/04/local-beer-boom-no-bubble/>

SPECIAL EVENTS

- The DBA's Chocolate Festival is this Saturday, February 8, 2014 from 1 – 4 p.m. They will be using Maple Street Plaza for live entertainment and vendors and have wine, beer and chocolate tasting at participating businesses. For more information visit:
<http://www.escondidochocolatefestival.com/event-information.html>
- On February 22, from 2:00 to 5:00 p.m. in Grape Day Park Frank Woolridge will be recruiting volunteers for future voter registration efforts. Due to the nature and size of the event no Special Event permit is required.

COMMUNITY DEVELOPMENT UPDATES

Planning:

- SANDAG has released a new report of poverty statistics within the County, including statistics for each jurisdiction, available at the following link:
http://www.sandag.org/uploads/publicationid/publicationid_1813_17012.pdf
- Staff met with representatives from Concordia Homes regarding their proposed annexation of the Valley View property for the Safari Highlands residential project. The applicants are preparing conceptual plans to accompany an anticipated request to initiate annexation.
- Major Projects Update:
 - Oak Creek (NUW) – The applicant is preparing improvement plans for Hamilton Road to address impacts to the septic systems of the affected properties on the north side.
 - Amanda Lane (NUW) – Staff met with the applicants regarding the need for a specific alignment plan for Gamble Lane, which provides access to the property.

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

The applicants also met with LAFCO regarding the annexation requirements for the project under SB 244, to address adjacent disadvantaged communities. LAFCO staff indicated that properties whose owners expressed interest in annexation will be added to the NUW application; and that since the annexation survey of other adjacent properties was inconclusive, a separate annexation application will be required to be submitted concurrently.

- Zak/NCA Development – Staff will complete review of the revised plans early next week. Centerpointe – EIR Consultant interviews are scheduled for 2/12/14 in anticipation of the applicant's submittal of a traffic study this week.

Building Division:

- Building issued 53 permits, including 11 photovoltaic permits, for a total valuation of \$259,000. The majority of the permits were tenant improvements, room additions and plumbing, mechanical and electrical permits. The Building counter was very busy, averaging 37 daily sign-ins. Inspections averaged 24 per day.
- Talk of The Town (400-444 Brotherton Road) and Contempo (203 S. Orange St.) continue to progress through their construction phases. The Walmart grocery store received their Certificate of Occupancy.

CAPITAL IMPROVEMENT PROJECTS

2013 - 2014 Pavement Repair and Rehabilitation Program:

The concrete subcontractor is replacing damaged concrete improvements along East Valley Parkway from Midway Drive to Citrus Avenue. The paving contractor will begin the night time operation for the pavement restoration on Monday, February 10, 2014. The hours of work will be between 8:00 p.m. and 6:00 a.m.

Grape Street Public Improvement Project:

The construction of retaining walls and concrete surface improvements is ongoing.

Escondido Creek Trail Lighting:

The pedestrian lighting project is complete and operational. A ribbon cutting ceremony is being planned for March 8, 2014 at dusk. More details about it will be coming soon.

Encino Drive & El Dorado Drive- Storm Drain Replacement:

The final storm drain structure has been started along Eldorado Drive. The contractor is preparing the existing storm drain pipe for permanent abandonment.

Private Development

1146 East Valley Parkway- McDonald's Restaurant:

The new traffic signal poles are in place and operational.

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

Tract 888-Cambell Court:

The construction of the on-site sewer system is ongoing.

PUBLIC SAFETY

Police:

- The Command Staff represented the Escondido Police Department at the Special Olympics Torch Run kick off dinner at Sea World this past week.
- Escondido will have 3 graduates at the 97th Police Academy graduation ceremony this week.
- Escondido Public Safety Dispatcher Joganic and an 11 year old Escondido boy were honored this week at the Local 9-1-1 Hero's Awards Ceremony. The award commemorated the boy's proper use of 9-1-1 and the Dispatcher's quick action to provide help. The boy called 9-1-1 to report that his mother was having difficulty breathing. The child remained calm, provided information and answered the Dispatcher's questions. His brave actions and quick thinking allowed the Dispatcher to immediately send paramedics to the scene.
- Grape Day Task Force
The Police Department continues its enforcement details as call volume allows, up to several times a day in the park and surrounding areas. Since the start of the increased focus, the police department has conducted 1336 extra patrols in the park, 196 field interviews, 96 citations and 93 arrests. The Bike Team Officers, Adan Martinez and Russ Whitaker, continue to focus their efforts in the downtown area including Grape Day Park, Maple Plaza and Signature Pavilion. They are assisted by Patrol Officers and especially our two Community Policing Officers; Aaron Reber and Lew Shaver. There were no significant arrests reported.

A man committed suicide near the CCAE and the parking lot last week.

The homeless shelter opened up December 1, 2013. We are already in communication with Sobering Services (NCIC) at 550 W. Washington Ave in order to help facilitate proactive use of the facilities/programs available to the homeless in our community and minimize impact at Grape Day Park and surrounding areas.

Upcoming Events:

Please refer to <http://www.grapedaypark.org/> for special event information in the Park. For a list of all Escondido Events visit: <http://visitescondido.com/event-calendar/>

The next Task Force Meeting will be in February on a date to be determined.

Ongoing statistics:

Foot Patrols 1336



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

Citations	96
FI's	196
Arrests	93
5150 Holds	1

###