



JUNE 19, 2013
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

**June 19, 2013
3:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

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.) Speakers are limited to only one opportunity to address the Council under Oral Communications.

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GOVERNMENT CODE §54957)

- a. City Manager
- b. City Attorney

ADJOURNMENT



Council Meeting Agenda

**June 19, 2013
4:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

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

PROCLAMATIONS: Major David Ebel and Major Dianne Ebel

ORAL COMMUNICATIONS

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COUNCIL MEMBERS' REPORTS/BRIEFING

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **[APPROVAL OF MINUTES: Regular Meeting of June 5, 2013](#)**
4. **[AWARD OF BID FOR LEGAL ADVERTISING FISCAL YEAR 2013-14 -](#)**
Request Council authorize the City Clerk to execute the Agreement for Services and approve awarding the bid for the City of Escondido's legal advertising for a one-year period to the U-T San Diego North County.

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

RESOLUTION NO. 2013-65

5. **[FINAL ASSESSMENT ENGINEER'S REPORT FOR ZONE 11 OF THE CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT \(LMD\) FOR FISCAL YEAR 2013/2014 -](#)**
Request Council approve declaring the results of the assessment ballot tabulation for Zone 11 of the City of Escondido Landscape Maintenance Assessment District confirming the assessment, approving the Assessment Engineer's Report and the annual levy and collection of assessments in Zone 11 of the LMD for Fiscal Year 2013/2014.

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

RESOLUTION NO. 2013-72

6. **[FINAL ASSESSMENT ENGINEER'S REPORT FOR ZONES 1-10 AND 12-37 OF THE CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2013/2014 -](#)**
Request Council approve the Assessment Engineer's Report and the annual levy and collection of assessments in Zones 1-10 and 12-37 of the Escondido Landscape Maintenance Assessment District for Fiscal Year 2013/2014.

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

RESOLUTION NO. 2013-73

7. **[SALE OF 2400 WEST VALLEY PARKWAY, LOT #45 \(THE VIEWS\) -](#)**
Request Council authorize the Real Property Manager and City Clerk to execute a Grant Deed and related escrow documents for the sale of property located at 2400 West Valley Parkway, Lot #45 (The Views).

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

RESOLUTION NO. 2013-77

8. FIRST AMENDMENT TO LEASE AGREEMENT WITH AMERICAN LEGION AT 230 PARK AVENUE –

Request Council authorize the Real Property Manager and City Clerk to execute a First Amendment to Lease Agreement with American Legion at 230 Park Avenue.

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

RESOLUTION NO. 2013-79

9. CONSULTING AGREEMENT FOR URBAN FOREST PUBLIC TREE INVENTORY -

Request Council authorize the Mayor and City Clerk to execute a Consulting Agreement with West Coast Arborists in the amount of \$135,000 to complete the Urban Forest Public Tree Inventory.

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

RESOLUTION NO. 2013-82

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.)

CURRENT BUSINESS

10. 2013 REFUNDING OF COMMUNITY FACILITIES DISTRICT (HIDDEN TRAILS) – FINANCING PLAN AND LEGAL DOCUMENTS –

Request Council take the following actions: a) Approve the issuance and sale of Special Tax Refunding Bond Series 2013, in an aggregate principal amount not to exceed \$2,600,000 to refinance 2001 Special Tax Bonds of the Community Facilities District 2000-01 (Hidden Trails) which financed the construction and acquisition of various public improvements within the Community Facilities District, b) Authorize the Mayor, City Manager, City Clerk, Finance Director and other officers of the City to sign any and all refinancing documents, and c) Authorize the Finance Department to make the necessary revenue and expenditure budget adjustments to the Community Facilities District Fund for all transactions associated with the issuance of the 2013 Special Tax Refunding Bonds.

Staff Recommendation: **Approval (Finance Department: Gilbert Rojas)**

RESOLUTION NO. 2013-91

11. 2013 REFUNDING OF COMMUNITY FACILITIES DISTRICT (EUREKA RANCH) – FINANCING PLAN AND LEGAL DOCUMENTS -

Request Council take the following actions: a) Approve the issuance and sale of Special Tax Refunding Bond Series 2013, in an aggregate principal amount not to exceed \$17,250,000 to refinance 2006 Special Tax Bonds of the Community Facilities District 2006-01 (Eureka Ranch) which financed the construction and acquisition of various public improvements within the Community Facilities District, b) Authorize the Mayor, City Manager, City Clerk, Finance Director and other officers of the City to sign any and all refinancing documents, and c) Authorize the Finance Department to make the necessary revenue and expenditure budget adjustments to the Community Facilities District Fund for all transactions associated with the issuance of the 2013 Special Tax Refunding Bonds.

Staff Recommendation: **Approval (Finance Department: Gilbert Rojas)**

RESOLUTION NO. 2013-90

PUBLIC HEARINGS

12. FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM; THE FISCAL YEAR 2013/14 CIP BUDGET; AND TRANSNET FIVE YEAR LOCAL STREET IMPROVEMENT PROGRAM –

Request Council approve adopting the Fiscal Years 2013/14 – 2017/18 Five-Year Capital Improvement Program (CIP); the Fiscal Year 2013/14 Project CIP Budgets; and Amendment 12-06 to the Transnet Five-Year Local Street Improvement Program of Projects for Fiscal Years 2013 – 2017.

Staff Recommendation: **Approval (Finance Department: Gilbert Rojas)**

- a. RESOLUTION NO. 2013-55
- b. RESOLUTION NO. 2013-56

13. BID AWARD FOR THE ESCONDIDO CREEK TRAIL LIGHTING PROJECT AND PUBLIC HEARING TO APPROVE AN AMENDMENT TO FISCAL YEAR 2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN TRANSFERRING FUNDS FROM THE TULIP STREET IMPROVEMENT PROJECT TO THE ESCONDIDO CREEK TRAIL LIGHTING PROJECT -

Request Council approve the apparent low bid submitted by Pro Tech Engineering, Corp. to be the lowest responsive and responsible bid; authorize the Mayor and City Clerk to execute a Public Improvement Agreement with Pro Tech Engineering in the amount of \$546,880 for the Escondido Creek Trail Lighting Project; and approve an amendment to the Fiscal Year 2012-2013 CDBG Action Plan for a budget adjustment transferring \$320,000 from the Tulip Street Improvement Project to the Escondido Creek Trail Lighting Program.

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

RESOLUTION NO. 2013-74

FUTURE AGENDA

14. FUTURE AGENDA -

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

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

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
June 26	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
June 3	-	-	No Meeting	-
July10	-	-	No Meeting	-
July 17	-	-	No Meeting	-

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
June 5, 2013
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, June 5, 2013 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION:

FLAG SALUTE

Mayor Abed led the flag salute.

ROLL CALL

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; Jay Petrek, Principal Planner; Ed Domingue, Public Works Director; Diane Halverson, City Clerk; and Liane Uhl, Minutes Clerk.

PRESENTATIONS

Mayor Abed introduced Beth Mercurio who gave a presentation on the Community Garden located on the West Side of Centre City Parkway to celebrate the Escondido Community Garden's 20th Year Anniversary.

ORAL COMMUNICATIONS

Peter Sidllauskas, Escondido, asked Council to provide pickleball courts.

Frank Woolridge, Escondido, voiced concern with a recent police activity.

Keith Callison, Escondido, reported on his clean-up efforts of the Escondido Creek Trail.

Tom Cowan, Escondido, stated the Charter High School was not the number one school in the city.

Roy Garrett, Escondido, indicated the city should include the city owned property as assets in the upcoming budget.

J.C. Playford, Escondido, stated he had many questions for Council and the City Manager.

COUNCIL MEMBERS' REPORTS/BRIEFING

Councilmember Diaz indicated she attended the Bike Walk Escondido Coalition meeting. She also attended a San Dieguito Water Park event where volunteers were given awards.

Councilmember Masson indicated that Yen Bradley, Modern Haircuts owner, had found a new shop and Escondido Education Compact had also found a new building. He attended an open house for HMT Electric, a new business in Escondido. He thanked Keith Callison for picking up trash along the creek.

Councilmember Morasco attended the fundraiser bike ride for Challenged Athletes Foundation.

Mayor Abed indicated the Forward Regional Plan for SANDAG would be holding a community forum on June 13, 2013 from 6:00-8:00 p.m. in the Mitchell Room. The five cities are moving forward with the North County Brand. Congressman Duncan Hunter attended a job fair at the American Legion building for veterans and seniors. He attended an Eagle Scout event honoring several Eagle Scouts for their outstanding achievements.

Councilmember Gallo indicated that on Saturday, June 8, 2013 from 9:00-1:00 care packages would be assembled for active duty military deployed in the middle east at the American Legion building. SDG&E sent out information for low income families to obtain assistance on their electric bills. He indicated that Major Able had been transferred to Barstow and was leaving the Salvation Army. He mentioned the passing of Gil Henry, one of Escondido's farmers. The San Diego County Water Authority has a new web site called watersmart.org, with water saving tips; and a decision had been made regarding the agreement which stabilizes the amount of water that we will receive from the Imperial Valley and the Colorado River. North County Transit District had a County Fair promotion called "Fair Tripper" that included admission and transportation to the San Diego County Fair for \$15. He stated the Sprinter was back in operation and that U.S. Fish and Game had changed their name to U.S. Fish and Wildlife.

CONSENT CALENDAR

Mayor Abed removed items 6 and 10 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Masson that the following Consent Calendar items be approved with the exception of items 6 and 10. 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 May 8, 2013
4. **2012 REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT (AFG)** - Request Council authorize the Fire Chief to accept and execute grant documents on behalf of the City for the grant award of \$612,993 from the Federal 2012 Regional Assistance to Firefighters Grant (AFG) Program for a \$766,241 Capital Improvement Project; and authorize the Fire Chief to execute a Memorandum of Understanding (MOU) with the City of San Marcos Fire Department. (File No. 0480-70)

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

5. **BUDGET ADJUSTMENTS - LANDSCAPE MAINTENANCE DISTRICT ZONE 9 AND ZONE 11** - Request Council approve budget adjustments in the amount of \$7,000 for Zone 9 and \$8,000 for Zone 11 of the City of Escondido Landscape Maintenance District (LMD) for Fiscal Year 2012/2013. (File No. 0430-80)

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

6. **TIGER DISCRETIONARY GRANT APPLICATION** - Request Council authorize the Public Works Director to complete applications to the US Department of Transportation for a TIGER Discretionary Grant for the construction of the Citracado Parkway Extension Project. (File No. 0480-70)

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

Karen Youel, Housing Department, and Julie Procopio, Deputy Public Works Director, gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to authorize the Public Works Director to complete applications to the US Department of Transportation for a TIGER Discretionary Grant for the construction of the Citracado Parkway Extension Project. Motion carried unanimously.

7. **NOTICE OF COMPLETION FOR 2011-2012 STREET AND SIDEWALK MAINTENANCE PROGRAM** - Request Council approve and accept the public improvements; and authorize staff to file a Notice of Completion for the 2011-2012 Street and Sidewalk Maintenance Program. (File No. 0600-10 [A-3039])

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

8. **BUDGET ADJUSTMENT - INDIAN CREEK FLOOD CONTROL CHANNEL WALLS RECONSTRUCTION PROJECT** - Request Council approve a budget adjustment in the amount of \$3,964 to transfer funds from the Storm Drain Fund to the Reimbursable Grants Fund to pay for the City's share of the Indian Creek Flood Control Channel Walls Reconstruction Project. (File No. 0430-80)

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

9. **NOTICE OF COMPLETION FOR THE RGP 87 MITIGATION PROJECT – LAND OUTFALL MAINTENANCE** - Request Council authorize the Director of Utilities to file a Notice of Completion for the RGP 87 Mitigation Project; and authorize the Director of Finance to hold \$55,000 in funds for maintenance of the mitigation site (\$55,000 total for five years). (File No. 0600-10 [A-3057])

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

RESOLUTION NO. 2013-71

- 10. TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2013 -**
Request Council receive and file the Quarterly Investment Report. (File No. 0490-55)

Staff Recommendation: **Receive and file (City Treasurer's Office: Kenneth Hugins)**

Mayor Abed asked for any comments from the public. There were no comments from the public on this item.

COUNCIL ACTION: No action, information only

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

- 11. BID AWARD FOR THE ESCONDIDO CREEK TRAIL LIGHTING PROJECT AND PUBLIC HEARING TO APPROVE AN AMENDMENT TO FISCAL YEAR 2013-2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN ALLOCATING FUNDS FROM THE TULIP STREET PROJECT TO THE ESCONDIDO CREEK TRAIL PROJECT -** Request Council approve the bid and authorize the Mayor and the City Clerk to execute a contract and related amendments with the successful bidder for the Escondido Creek Trail Lighting Project; and approve an amendment to the Fiscal Year 2013-2014 CDBG Action Plan allocating funds from the Tulip Street Improvement Project to the Escondido Creek Trail Lighting Project. (File No. 0600-10 [A-3080])

THIS ITEM WILL NOT BE DISCUSSED

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

RESOLUTION NO. 2013-74

ITEM 11 WAS NOT DISCUSSED

CURRENT BUSINESS

- 12. UPDATE AND POLICY DIRECTION FOR TEMPORARY PORTABLE SIGNS AND INITIATION OF A CODE AMENDMENT -** Request Council provide direction to staff as to the pending expiration of the zoning code provisions allowing feather flags and A-frame portable signs; and provide direction regarding whether to move forward with a code amendment regarding additional advertising displays for auto tire sales facilities. (File No. 0810-20)

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

Rozanne Cherry, Planning Department, gave the staff report and presented a series of slides.

Peggy Schnider, Escondido, stated she would like to continue to use sandwich boards to advertise her business.

COUNCIL ACTION: Council consensus to allow the sunset clause to expire on the feather flags zoning code and not to allow additional advertising displays for auto tire sales facilities.

FUTURE AGENDA

- 13. 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)**

Deputy Mayor Diaz asked if an informational meeting on the application requirements for the Districting Commission could be arranged. Mayor Abed suggested an hour meeting be held in the Mitchell room.

ORAL COMMUNICATIONS

Unknown speaker, Escondido, expressed his concern with the traffic and speed limit on Felicita Road.

ADJOURNMENT

Mayor Abed adjourned the meeting at 6:35 p.m.

MAYOR

CITY CLERK

MINUTES CLERK



Item #4

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.: 4

Date: June 19, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Diane Halverson, City Clerk

SUBJECT: Award of Bid for Legal Advertising Fiscal Year 2013-14

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2013-65 authorizing the City Clerk to execute the Agreement for Services and awarding the bid for the City of Escondido's ("City") legal advertising for a one-year period to the *U-T San Diego North County*.

FISCAL ANALYSIS:

The costs for legal advertising are included within the City Clerk and public project budgets, and are not expected to exceed \$25,000.

BACKGROUND:

The California Public Contract Code §20169 requires when there is more than one newspaper of general circulation in a community that the public bidding process occur for the purpose of publishing legal notices.

A Notice Inviting Bids for Official Legal Advertising was published on May 9 and May 16, 2013, with a bid opening date of May 30, 2013. Bids were received from the *U-T San Diego North County*.

An analysis of the bids submitted determined the *U-T San Diego North County* to be the most responsive bidder, based on their daily bid price per column inch, their bona fide subscription list of paying subscribers/circulation in Escondido, and additional services available, which gives the City flexibility in complying with public noticing laws, as outlined in the bid specifications.

Respectfully submitted,

Diane Halverson

Diane Halverson, CMC
City Clerk

RESOLUTION NO. 2013-65

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AWARDING THE BID FOR THE CITY'S LEGAL
PUBLICATIONS FOR A ONE-YEAR PERIOD
AND AUTHORIZING THE CITY CLERK TO
EXECUTE, ON BEHALF OF THE CITY, THE
AGREEMENT FOR SERVICES WITH THE U-T
SAN DIEGO NORTH COUNTY

WHEREAS, pursuant to Section 20169 of the California Public Contracts Code the City of Escondido proceeded to solicit proposals for the City's publication of legal notices; and

WHEREAS, a notice inviting bids was duly published and, pursuant to said notice, bids were received from the *U-T San Diego North County*; and

WHEREAS, pursuant to the bids received and on file with the City Clerk's office and for the price set forth, the bona fide subscription list of paying subscribers and circulation in Escondido, and additional services available as outlined in the bid specifications, this City Council desires at this time and deems it to be in the best public interest to approve the bid submitted by the *U-T San Diego North 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 bid of the *U-T San Diego North County* for legal publications for a one-year period is accepted and approved.
3. That the City Clerk is hereby authorized to execute the Agreement for Services as attached as Exhibit "A" and incorporated by this reference.



CITY OF ESCONDIDO
AGREEMENT FOR SERVICES
(FOR CONTRACTS \$25,000 OR LESS)

This Agreement is made this _____ day of _____, 2013

Between:	CITY OF ESCONDIDO a Municipal Corporation 201 N. Broadway Escondido, California 92025 Attn: Diane Halverson, City Clerk 760-839-4617 ("CITY")	And:	U-T SAN DIEGO NORTH COUNTY 3156 Vista Way, Suite 301 Oceanside, CA 92056 Attn: Melanie Jamil Classified Inside Sales Manager melanie.Jamil@utsandiego.com ("CONTRACTOR")
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WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for services, the parties agree as follows:

1. Services. The CONTRACTOR will furnish all of the legal advertising services described in its proposal dated _____ 2013, which was submitted to City in response to a request for proposals, published on May 9 and 16, 2013. CONTRACTOR'S proposal is found as an attachment to said contract and incorporated by this reference. CONTRACTOR agrees to the terms proposed in Attachment A for a period of one year, through July 15, 2014.
2. Scope of Compensation. The CONTRACTOR will be compensated for performance of tasks specified in Attachment A only, unless the parties agree in writing that additional tasks will be included.
3. Insurance.
N/A
4. No Subcontractors. If CONTRACTOR subcontracts, assigns, or delegates any task without first obtaining the written consent of the CITY, the CITY may terminate the agreement immediately.
5. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship, express or implied, is created by the execution of this Agreement.
6. Additional Contract Terms. Both parties agree that this Agreement:
 - a. And its Attachments are the entire understanding of the parties, and that there are no oral terms.
 - b. Must prevail if any provision of this Agreement conflicts with any provision of its Attachment(s).
 - c. And its provisions will not be waived by City because City has waived any provision previously.
 - d. Will remain effective in its remainder if any court declares any portion of this Agreement invalid.
 - e. Is governed by California law, in the state and federal courts of North San Diego County.
 - f. May be executed in multiple copies by photocopy or scanning. Signatures on copies will have same effect as those on original.
 - g. When placed on file with the Escondido City Clerk, will take precedence over other copies of the agreement.
 - h. Business License. The CONTRACTOR agrees to obtain a City of Escondido Business License prior to execution 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

CONTRACTOR

City Clerk

Signature

Date: _____

Name and Title (please print)

Name of Company (please print)

Date Signed: _____

APPROVED AS TO FORM:

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

By: _____

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

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 5

Date: June 19, 2013

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: Final Assessment Engineer's Report for Zone 11 of the City of Escondido Landscape Maintenance Assessment District for Fiscal Year 2013/2014

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2013-72 declaring the results of the assessment ballot tabulation for Zone 11 of the City of Escondido Landscape Maintenance Assessment District (LMD) (map attached to staff report), confirming the assessment, approving the Assessment Engineer's Report, and approving the annual levy and collection of assessments in Zone 11 of the LMD for FY 2013/2014.

FISCAL ANALYSIS:

The LMD reimburses all costs incurred by the City in Zone 11.

PREVIOUS ACTION:

On March 20, 2013, the City Council adopted Resolution Nos. 2013-17 and 2013-19 initiating proceedings for the annual levy of assessments, approving the preliminary Assessment Engineer's Report, and setting a public hearing date of May 8, 2013 for Zone 11 of the LMD.

BACKGROUND:

The LMD was established as a means to fund the ongoing maintenance of certain landscape improvements associated with the development of the specific properties within the City of Escondido. These landscape improvements have special benefit to those specific properties. The LMD is divided into various zones. Property owners within each zone are assessed for the benefit received within their zone for the maintenance of the landscape improvements.

The City Council has approved the preliminary Assessment Engineer's Report for Zone 11 of the LMD for FY 2013/2014 that details the budget and assessment for Zone 11.

Pursuant to Proposition 218, passed by the California voters on November 5, 1996, all new assessments and increases in assessments require a vote of the affected property owners. In FY 2013/2014 an increase in the assessment was proposed for Zone 11. Ballots were mailed to all property owners in Zone 11 of the LMD giving them the option of approving or rejecting the increased assessment. A total of 330 ballots were mailed. All ballots received prior to the close of the public hearing on May 8, 2013 were tabulated by the City Clerk on May 9, 2013. The final tabulation is listed below.

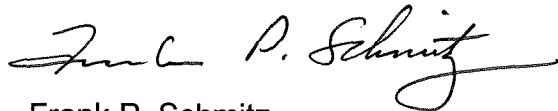
Approve Assessment Increase.....	81
Oppose Assessment Increase.....	72
Voided Ballot.....	1
TOTAL Ballots Received.....	154

The assessment ballots submitted in favor of the increase in assessment exceed the assessment ballots in opposition to the increase in assessment. Therefore, the increase in the assessment per parcel in LMD Zone 11 from \$207.50 to \$239.50 for FY 2013/2014 has been approved. In addition, the property owners approved an annual adjustment for inflation of the maximum authorized assessment.

Respectfully submitted,



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



Frank P. Schmitz
Parks and Open Space Administrator

RESOLUTION NO. 2013-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, DECLARING THE RESULTS OF THE ASSESSMENT BALLOT TABULATION, CONFIRMING THE ASSESSMENT, APPROVING THE ASSESSMENT ENGINEER'S REPORT, AND APPROVING THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR ZONE 11 OF THE ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2013/2014

WHEREAS, the City Council of the City of Escondido has previously formed a maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act), Article XIID of the Constitution of the State of California ("Article XIID"), and the Proposition 218 Omnibus Implementation Act, Government Code Section 53750 and following, (the "Implementation Act") (the 1972 Act, Article XIID, and the Implementation Act are referred collectively as the "Assessment Law"). Such maintenance district is known and designated as the Escondido Landscape Maintenance Assessment District (the "Maintenance District"); and

WHEREAS, there has been established by the City 37 separate zones within the Maintenance District; and

WHEREAS, the City Council previously received and preliminarily approved a report of the Assessment Engineer (the "Assessment Engineer's Report"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein, for Zone 11 of the Maintenance District as required by the 1972 Act, and this City Council desires to continue with the proceedings for the annual levy and collection; and

WHEREAS, the City Council also previously initiated proceedings for a ballot protest procedure to increase the annual assessment for Zone 11 of the Maintenance District and to hold a public hearing in conformance with the Assessment Law for the purpose of considering an increase to the annual assessment and authorizing the annual levy and collection of the assessment for Zone 11; and

WHEREAS, the City Council also (a) set the time and place for conducting a public hearing for the purpose of hearing protests to the increase in the assessment proposed to be levied on land within the Zone 11; and (b) ordered that the record owners of each parcel proposed to be assessed have the right to submit an assessment ballot in favor of or in opposition to the increase in the assessment proposed to be levied on such parcels; and

WHEREAS, notices of such hearing accompanied by assessment ballot materials were regularly mailed in the time, form, and manner required by the Assessment Law; and

WHEREAS, at the time and place fixed for such public hearing, the Assessment Engineer submitted the Assessment Engineer's Report as it pertains to Zone 11, which was prepared and contained all the matters and items called for pursuant to the provisions of the Assessment Law; and

WHEREAS, on May 8, 2013, a full hearing was given, and all assessment ballots submitted and received pursuant to the Assessment Law prior to the close of such public hearing have been tabulated by the City Clerk of the City, acting as the tabulation official appointed by the City, all in the manner provided by the Assessment Law; and

WHEREAS, the City Clerk has prepared and submitted to this legislative body a Certificate of Tabulation Official and Statement of Assessment Ballots Submitted (the "Certificate of the Tabulation Official"), a copy of which is attached as Exhibit "B" hereto and incorporated herein by this reference, which reflects the results of the tabulation of the assessment ballots; and

WHEREAS, at this time based upon the Certificate of Tabulation Official this City Council determines that the assessment ballots received by the City in favor of the proposed assessment and weighted as required by the Assessment Law exceed the assessment ballots received in opposition to the assessment and similarly weighted and, therefore, a majority protest pursuant to the Assessment Law does not exist; and

WHEREAS, this City Council carefully examined and reviewed the Assessment Engineer's Report as presented, and is satisfied with each and all of the items and documents as set forth therein pertaining to Zone 11 of the Maintenance District have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in the Assessment Engineer's Report; and

WHEREAS, the City Council desires to confirm and approve such final Assessment Engineer's Report and to authorize the annual levy and collection of the assessments for Zone 11 of the Maintenance District for Fiscal Year 2013-2014; and

WHEREAS, the City Council finds the Maintenance District as exempt from the California Environmental Quality Act (Public Resources Code Section 21000 and following) ("CEQA") pursuant to section 15302(d) of the State CEQA guidelines;

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 assessment ballots submitted pursuant to the Assessment Law in favor of the increase in the assessment for Zone 11 and weighted as required by the Assessment Law exceed the assessment ballots submitted in opposition to the increase in the assessment and similarly weighted and it is therefore determined that a majority protest pursuant to Assessment Law does not exist.
3. Based upon the Assessment Engineer's Report and the testimony and other evidence received at the public hearing, it is hereby determined that:
 - (a) The Assessment Engineer's Report identifies all properties within the boundaries of the Zone 11 that receive a special benefit from the Improvements.
 - (b) The proportionate special benefit derived by each parcel proposed to be assessed has been determined in relationship to the entirety of the cost of maintenance of the improvements.
 - (c) No assessment is proposed to be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit to be conferred on such parcel from the improvements.
 - (d) Only special benefits have been assessed.
4. The maximum annual assessments for Zone 11 contained in the Assessment Engineer's Report are hereby confirmed. The maximum annual assessments may be increased in next Fiscal Year and each Fiscal Year thereafter

without further compliance with the assessment ballot procedures required under the Assessment Law by the increase in the Consumer Price Index (CPI) as more fully set forth in the Assessment Engineer's Report.

5. The annual assessments authorized to be levied within Zone 11 as previously approved for Zone 11 are hereby modified to conform to the annual assessments set forth in the Assessment Engineer's Report and such report shall supersede and replace the assessment engineer's report previously approved as part of the proceedings which initially established Zone 11.

6. The City Clerk shall forthwith deliver to the City Engineer the assessment, together with the diagram for Zone 11 attached thereto and made a part thereof, as confirmed, with his certificate of such confirmation attached and the date thereof; and that such City Engineer shall then immediately record such diagram and assessment in his Office in a suitable book to be kept for that purpose and attach thereto his certificate of the date of such recording.

7. That the Assessment Engineer's Report, is hereby approved and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection. Reference is made to said Assessment Engineer's Report for a full and detailed description of:

- (a) The existing improvements to be maintained;
- (b) The maintenance of the improvements to be performed;
- (c) The estimates of costs of the maintenance of the improvements to be performed, including the cost of incidental expenses in connection therewith, and

including that portion of the costs and expenses representing the special benefits to be conferred by such maintenance of the improvements on the parcels within Zone 11 of the Maintenance District;

(d) The diagram of the Maintenance District and the zones therein showing (i) the exterior boundaries of the Maintenance District; (ii) the boundaries and zones within the Maintenance District; and (iii) the lines and dimensions of each parcel of land within the Maintenance District; provided, however, such diagram may refer to the San Diego County Assessor's maps for detailed description of such lines and dimensions, in which case such maps shall govern for all details concerning such lines and dimensions; and

(e) The assessment of the total amount of the cost and expenses of the maintenance of the improvements upon Zone 11 in the Maintenance District in proportion to the estimated special benefits to be conferred on Zone 11, by such maintenance and the assessments upon assessable lots and parcels of land within Zone 11 of the Maintenance District.

8. That the public interest and convenience requires the Fiscal Year 2013-2014 annual levy and collection of the assessments for Zone 11 of the Maintenance District as set forth and described in the Assessment Engineer's Report, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expense of said maintenance and improvements as estimated in the Assessment Engineer's Report. All costs and expenses of the maintenance and incidental expenses have been apportioned and distributed to the

benefiting parcels in Zone 11 of the Maintenance District in accordance with the special benefits received from the existing improvements.

9. The City Clerk is hereby ordered and directed to immediately file a certified copy of the diagram and assessment with the County Auditor. Said filing to be made no later than the August 10, 2013.

10. After the filing of the diagram and assessment, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount assessed thereupon, as shown in the assessment.

11. The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

12. The annual assessments as above authorized and confirmed and levied for these proceedings will provide revenue to finance the maintenance of authorized improvements for Zone 11 of the Maintenance District in the fiscal year commencing July 1, 2013, and ending June 30, 2014.

13. This Resolution shall take effect immediately upon its adoption.

**DUE TO THE NUMBER OF PAGES OF EXHIBIT(s) A COMPLETE SET IS
AVAILABLE IN THE OFFICE OF THE CITY CLERK OR CITY ATTORNEY.
For Councilmembers, a set is available in the Council reading file.**

Assessment Engineer's Report Zone 11

Fiscal Year 2013/14

City of Escondido

201 North Broadway – Escondido California 92025

Landscape Maintenance Assessment District

FINAL REPORT

June 19, 2013

Report pursuant to the Landscaping and Lighting Act of 1972, Part 2 Division 15 of the Streets and Highways Code, Article XIII.D. of the California Constitution, and Proposition 218 Omnibus Implementation Act (Government Code Section 53750 et seq.). The Streets and Highways Code, Part 2, Division 15, Article 4, commencing with Section 22565, directs the preparation of the Assessment Engineer's Report for each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described herein.

SPECIAL DISTRICT FINANCING & ADMINISTRATION

437 West Grand Avenue

Escondido CA 92025

760-233-2630 Fax 233-2631

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 6
Date: June 19, 2013

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: Final Assessment Engineer's Report for Zones 1-10 and 12-37 of the City of Escondido
Landscape Maintenance Assessment District for FY 2013/2014

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2013-73 approving the Assessment Engineer's Report and the annual levy and collection of assessments in Zones 1-10 and 12-37 of the Escondido Landscape Maintenance Assessment District (LMD) (map attached to staff report) for FY 2013/2014.

FISCAL ANALYSIS:

The LMD reimburses all costs incurred in all zones except Zone 12 and Zone 13. The City of Escondido purchased property adjacent to the Reidy Creek environmental channel that lies within Zone 12 and therefore assumed the assessment assigned to this property. Zone 13 was formed to pay for the maintenance of the median landscaping in Center City Parkway south of Felicita Avenue and north of Montview Drive. The City shares the cost of the maintenance in Zone 13 with the two shopping centers on either side of the parkway.

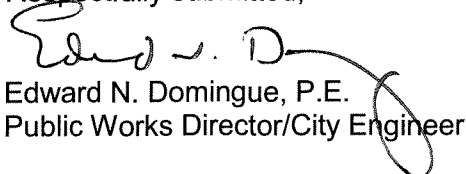
PREVIOUS ACTION:

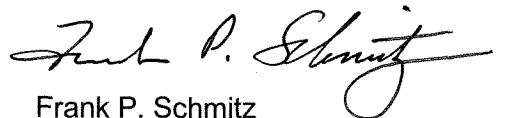
On March 20, 2013 the City Council adopted Resolution Nos. 2013-18 and 2013-20 initiating proceedings for the annual levy of assessments for Zones 1-10 and 12-37 of the LMD, approving the preliminary Assessment Engineer's Report, and setting a public hearing date of May 8, 2013.

BACKGROUND:

The City Council has approved the preliminary Assessment Engineer's Report for Zones 1-10 and 12-37 of the LMD for FY 2013/2014 that details the budget and assessments in these zones. A public hearing was held on May 8, 2013 to provide the opportunity for public input on the proposed assessments. The final Engineer's Report submitted for City Council approval today reflects the budget and assessments for Zones 1-10 and 12-37 of the LMD for FY 2013/2014 after completion of the City review and public input process.

Respectfully submitted,


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


Frank P. Schmitz
Parks and Open Space Administrator

RESOLUTION NO. 2013-73

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING THE ASSESSMENT ENGINEER'S
REPORT, AND APPROVING THE ANNUAL
LEVY AND COLLECTION OF ASSESSMENTS IN
ZONES 1-10 AND 12-37 OF THE ESCONDIDO
LANDSCAPE MAINTENANCE ASSESSMENT
DISTRICT FOR FISCAL YEAR 2013/2014**

WHEREAS, the City Council of the City of Escondido has previously formed a maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act"), Article XIID of the Constitution of the State of California ("Article XIID"), and the Proposition 218 Omnibus Implementation Act, Government Code Section 53750 and following, (the "Implementation Act") (the 1972 Act, Article XIID, and the Implementation Act are referred collectively as the "Assessment Law"). Such maintenance district is known and designated as the Escondido Landscape Maintenance Assessment District (the "Maintenance District"); and

WHEREAS, there has been established by the City 37 zones within the Maintenance District; and

WHEREAS, on May 8, 2013, the City Council held a public hearing and initiated proceedings to provide for the annual levy and collection of assessments for Zones 1-10 and 12-37 of the Maintenance District for the next ensuing fiscal year to provide for the costs and expenses necessary to pay for the maintenance of the existing improvements in Zones 1-10 and 12-37 of the Maintenance District; and

WHEREAS, notice of the public hearing was duly and legally published in the time, form, and manner as required by law; and

WHEREAS, the City Council also previously received and preliminarily approved a report of the Assessment Engineer (the "Assessment Engineer's Report"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein, for Zones 1-10 and 12-37 of the Maintenance District as required by the 1972 Act, and this City Council desires to continue with the proceedings for the annual levy and collection; and

WHEREAS, this City Council carefully examined and reviewed the Assessment Engineer's Report as presented, and is satisfied with each and all of the items and documents as set forth therein pertaining to Zones 1-10 and 12-37 of the Maintenance District have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in the Assessment Engineer's Report; and

WHEREAS, the City Council desires to confirm and approve such final Assessment Engineer's Report and to authorize the annual levy and collection of the assessments for Zones 1-10 and 12-37 of the Maintenance District for Fiscal Year 2013-2014; and

WHEREAS, the City Council finds the Maintenance District as exempt from the California Environmental Quality Act (Public Resources Code Section 21000 and following) ("CEQA") pursuant to section 15302(d) of the State CEQA guidelines;

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. Based upon the Assessment Engineer's Report and the testimony and other evidence received at the public hearing, it is hereby determined that:

(a) The proportionate special benefit derived by each parcel proposed to be assessed has been determined in relationship to the entirety of the cost of maintenance of the improvements.

(b) No assessment is proposed to be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit to be conferred on such parcel from the improvements.

(c) Only special benefits have been assessed.

4. That the Assessment Engineer's Report, is hereby approved and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection. Reference is made to said Assessment Engineer's Report for a full and detailed description of:

(a) The existing improvements to be maintained;

(b) The maintenance of the improvements to be performed;

(c) The estimates of costs of the maintenance of the improvements to be performed, including the cost of incidental expenses in connection therewith, and including that portion of the costs and expenses representing the special benefits to be conferred by such maintenance of the improvements on the parcels within Zones 1-10 and 12-37 of the Maintenance District;

(d) The diagram of the Maintenance District and the zones therein showing (i) the exterior boundaries of the Maintenance District; (ii) the boundaries and zones within the Maintenance District; and (iii) the lines and dimensions of each parcel of land within the Maintenance District; provided, however, such diagram may refer to the San Diego County Assessor's maps for detailed description of such lines and dimensions, in which case such maps shall govern for all details concerning such lines and dimensions; and

(e) The assessment of the total amount of the cost and expenses of the maintenance of the improvements upon the several divisions of land in the Maintenance District in proportion to the estimated special benefits to be conferred on such subdivisions, respectively, by such maintenance and the assessments upon assessable lots and parcels of land within the Maintenance District.

8. That the public interest and convenience requires the Fiscal Year 2013-2014 annual levy and collection of the assessments for Zones 1-10 and 12-37 of the Maintenance District as set forth and described in the Assessment Engineer's Report, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expense of said maintenance and improvements as estimated in the Assessment Engineer's Report. All costs and expenses of the maintenance and incidental expenses have been apportioned and distributed to the benefiting parcels in Zones 1-10 and 12-37 of the Maintenance District in accordance with the special benefits received from the existing improvements.

9. The City Clerk is hereby ordered and directed to immediately file a certified copy of the diagram and assessment with the County Auditor. Said filing to be made no later than the August 10, 2013.

10. After the filing of the diagram and assessment, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount assessed thereupon, as shown in the assessment.

11. The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

12. The annual assessments as above authorized and confirmed and levied for these proceedings will provide revenue to finance the maintenance of authorized improvements for Zones 1-10 and 12-37 of the Maintenance District in the fiscal year commencing July 1, 2013, and ending June 30, 2014.

13. This Resolution shall take effect immediately upon its adoption.

**DUE TO THE NUMBER OF PAGES OF EXHIBIT(s) A COMPLETE SET IS
AVAILABLE IN THE OFFICE OF THE CITY CLERK OR CITY ATTORNEY.
For Councilmembers, a set is available in the Council reading file.**

Assessment Engineer's Report Zones 1 through 10 and 12 through 37

Fiscal Year 2013/14

City of Escondido
201 North Broadway – Escondido California 92025
Landscape Maintenance Assessment District

FINAL REPORT

June 19, 2013

Report pursuant to the Landscaping and Lighting Act of 1972, Part 2 Division 15 of the Streets and Highways Code, Article XIII.D. of the California Constitution, and Proposition 218 Omnibus Implementation Act (Government Code Section 53750 et seq.). The Streets and Highways Code, Part 2, Division 15, Article 4, commencing with Section 22565, directs the preparation of the Assessment Engineer's Report for each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described herein.

SPECIAL DISTRICT FINANCING & ADMINISTRATION

437 West Grand Avenue
Escondido CA 92025
760-233-2630 Fax 233-2631

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: June 19, 2013

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Sale of 2400 West Valley Parkway, Lot #45 (The Views)

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2013-77 authorizing the Real Property Manager and City Clerk to execute a Grant Deed and related escrow documents for the sale of property located at 2400 West Valley Parkway, lot #45 (The Views).

FISCAL ANALYSIS:

Sales proceeds in the amount of \$62,000, less broker commissions (\$3,410) and escrow fees, will be deposited into the Successor Agency Housing Fund.

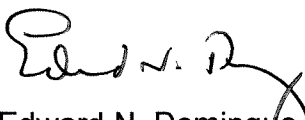
PREVIOUS ACTION:

N/A

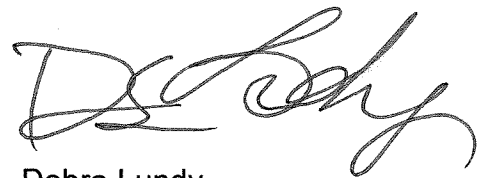
BACKGROUND:

The City acquired the property in a foreclosure action on March 1, 2013 as a result of a default on a loan under which the subject property was used as collateral. The loan debt was \$55,053.46. The City began marketing the property through its real estate consultant Judson Realty at a listing price of \$60,000, which was based on a recent appraisal performed on similar mobile home lots in The Views mobile home park. The current offer is an all-cash offer from Christine Roberts for \$62,000, with close of escrow to be thirty days.

Respectfully submitted,



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



Debra Lundy
Real Property Manager

RESOLUTION NO. 2013-77

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 GRANT DEED AND NECESSARY ESCROW DOCUMENTS FOR THE SALE OF 2400 WEST VALLEY PARKWAY, #45 TO CHRISTINE ROBERTS

WHEREAS, certain City-owned real property, 2400 West Valley Parkway, lot #45, in Escondido (the "Property"), was acquired in a foreclosure action as a result of a loan default; and

WHEREAS, the City offered the Property for sale at \$60,000 and received an offer from Christine Roberts ("Buyer") for \$62,000; and

WHEREAS, the City wishes to sell the Property for a sales price of \$62,000 and to enter into escrow with the Buyer; and

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

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 Grant Deed attached to this resolution as Exhibit "1" and incorporated by this reference, and all necessary related escrow documents.

RECORDING REQUESTED BY

And When Recorded Mail To:

City Clerk
City of Escondido
201 North Broadway
Escondido, CA 92025

APN: 235-161-22-14

No recording fee required; this document
exempt from fee pursuant to Section
27383 of the California Government
Code.

**CITY OF ESCONDIDO
GRANT DEED**

ESC. DOCUMENT NO. M-11-13

This deed exempt from tax - Section 11922 of the California Revenue and Taxation
Code

THE CITY OF ESCONDIDO, a municipal corporation, for a valuable
consideration, DOES HEREBY GRANT to

CHRISTINE ROBERTS (Grantee)

all that real property described in the attached **EXHIBIT 'A'**

IN WITNESS WHEREOF, the City of Escondido has caused this deed to be
executed by its Real Property Manager, pursuant to City Council Resolution No.
2013-77, adopted June 19, 2013, authorizing such execution, this ___day of
_____, 2013.

THE CITY OF ESCONDIDO

By: _____
Debra Lundy, Real Property
Manager

By: _____
Diane Halverson, City Clerk

CITY OF ESCONDIDO DOC. NO. M-11-13
TITLE OR TYPE OF DOCUMENT: Grant Deed
GRANTEE: Christine Roberts

Resolution No. 2013-77
EXHIBIT 1
Page 2 of 3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On _____ (date) before me, _____,

personally appeared

_____,
name(s) of signer(s) 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

Exhibit A

Resolution No. 201377
EXHIBIT 1
Page 3 of 3

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Legal Description to be provided by title company in escrow

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8

Date: June 19, 2013

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 American Legion at 230 Park Avenue

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2013-79 authorizing the Real Property Manager and City Clerk to execute a First Amendment to Lease Agreement with American Legion at 230 Park Avenue.

FISCAL ANALYSIS:

N/A

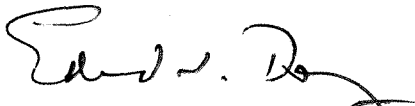
PREVIOUS ACTION:

Resolution 2008-155 authorized the existing lease agreement.

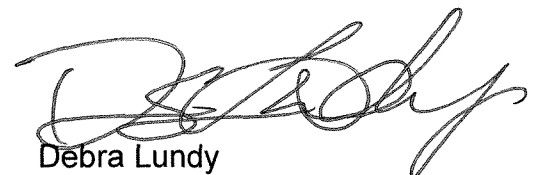
BACKGROUND:

The Veterans Memorial Building Committee was established by City Council in 1941 via Resolution No. 456, for the purpose of managing a City-owned building to honor our nation's war veterans, serve to promote veteran's issues and provide a gathering place for veterans. The current lease expired on May 31, 2013. This First Amendment would serve to extend the lease term for another three years, to May 31, 2016.

Respectfully submitted,



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



Debra Lundy
Real Property Manager

RESOLUTION NO. 2013-79

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 AMERICAN LEGION

230 Park Avenue

WHEREAS, the City of Escondido owns that certain real property located at 230
Park Avenue; and

WHEREAS, City and American Legion entered into a five-year Lease Agreement
on August 21, 2008 to allow the American Legion to continue to operate and maintain
City property for purposes of providing a gathering place for veterans, which agreement
expired on May 31, 2013; and

WHEREAS, City and American Legion desire to extend the lease term for
another three years to May 31, 2016; 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 American Legion,
which is attached hereto as Exhibit "1" and incorporated by this reference.

FIRST AMENDMENT TO LEASE AGREEMENT

(230 Park Avenue)

This FIRST AMENDMENT TO LEASE AGREEMENT is made as of this 20th day of MAY, 2013. 84

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

And: American Legion
230 Park Avenue
Escondido, California 92025

WITNESSESS THAT WHEREAS:

- A. City and Lessee entered into a Lease Agreement dated August 21, 2008 ("ORIGINAL AGREEMENT") for the lease of real property for the purpose of those uses indicated in Escondido City Council No. 78-79, to maintain a building where veterans may gather to reminisce, to honor the fallen and to promote the safety and security of our nation's democracy, and to sub-lease portions of the building to other qualified veteran's organizations for these same purposes, at 230 Park Avenue, Escondido, California ("Premises"); and
- B. The ORIGINAL AGREEMENT expired on May 31, 2013; and
- C. City and Lessee desire to extend the term of the lease for another three-year period.

NOW THEREFORE, it is mutually agree 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 May 31, 2016.
- 2. All other terms and condition of the ORIGINAL AGREEMENT shall remain in full force and effect.
- 3. 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.

CITY OF ESCONDIDO

Date: _____

Debra Lundy
Real Property Manager

Date: _____

Diane Halverson
City Clerk

AMERICAN LEGION, J. B. Clark Post 149

Date: 5-20-2013


Commander


Adjutant

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.: 9

Date: June 19, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Bud Oliveira, Deputy Public Works Director/Operations

SUBJECT: Consulting Agreement for Urban Forest Public Tree Inventory

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2013-82 authorizing the Mayor and the City Clerk to execute a Consulting Agreement with West Coast Arborists in the amount of \$135,000 to complete the Urban Forest Public Tree Inventory.

FISCAL ANALYSIS:

The City's costs associated with the urban forest public tree inventory will be reimbursed through a grant from Cal Fire. The City's \$67,000 match will be provided through in-kind City services.

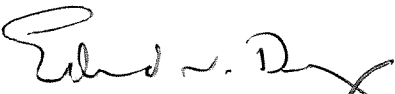
PREVIOUS ACTION:

City Council accepted a \$200,000 grant from Cal Fire to conduct an urban forest public tree inventory on July 25, 2012.

BACKGROUND:

Staff has received proposals from four qualified consultants and recommends West Coast Arborists (WCA) be selected to conduct an inventory of all public trees in the City of Escondido. WCA was deemed the most qualified consultant and also provided the lowest price. WCA will inventory all public trees within the City at a cost of \$2.00 per tree. Staff recommends that Council approve the attached Resolution No. 2013-82 authorizing the Consulting Agreement for a not to exceed amount of \$135,000.

Respectfully submitted,



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



Bud Oliveira
Deputy Director Public Works/Operations

RESOLUTION NO. 2013-82

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE, ON BEHALF OF THE CITY, A
CONSULTING AGREEMENT WITH WEST
COAST ARBORISTS FOR THE URBAN
FOREST PUBLIC TREE INVENTORY

WHEREAS, the City Council accepted a grant from Cal Fire on July 25, 2012, for completion of an Urban Forest Public Tree Inventory; and

WHEREAS, the Public Works Director/City Engineer recommends the execution of a Consulting Agreement ("Agreement") with West Coast Arborists to complete the Urban Forest Public Tree Inventory; and

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

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Public Works Director/City Engineer.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with West Coast Arborists in the amount of \$135,000 for an Urban Forest Public Tree Inventory. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Bud Oliveira
760-839-4665
("CITY")

And: WEST COAST ARBORISTS
8524 Commerce Avenue, Suite B
San Diego, CA 92121
[Attn: Patrick Mahoney, President
(714) 991-1900
("CONSULTANT")]

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to complete an urban forest public tree inventory; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the not to exceed sum of \$135,000. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
- 3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

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

Acknowledged by CONSULTANT _____

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

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

In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

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

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

WEST COAST ARBORISTS

Date: _____

(Consultant signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

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

By: _____

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

EXHIBIT 1
ATTACHMENT A
SCOPE OF WORK & TECHNICAL SPECIFICATIONS

1 PROPOSAL SPECIFICATION

A Project Summary

The goal of the proposed project is to enhance the community's (including elected/appointed officials and staff) knowledge and understanding of the condition, value, needs and benefits of the City's urban forest. The project will achieve this goal through the implementation of the following specific objectives:

- i. Inventory City-owned trees.
- ii. Conduct an economic analysis of the City's tree inventory utilizing i-Tree Streets, and create a report summarizing the findings of the economic analysis of the cost benefit return and the environmental benefits.

B Project Funding

The City of Escondido (City) has been awarded a grant from the California Department of Forestry and Fire Protection's (CAL FIRE) Urban & Community Forestry Tree Inventory Grant Program, which is funded through a partnership of the USDA Forest Service's Urban & Community Forestry Program and CAL FIRE's Urban & Community Forestry Program. Implementation of the Project will follow the schedule, procedures and guidelines established by CAL FIRE and the City of Escondido under a grant agreement.

2 SCOPE OF SERVICES

A Task 1. Tree Inventory

i Subtask 1 – TREE INVENTORY

An inventory shall be conducted of all public trees located in the City of Escondido. The inventory shall document the location and the tree attributes described under Section 3 of this Division and shall be conducted based on International Society of Arboriculture (ISA) standards. The location of each tree shall be marked by global positioning system (GPS) coordinates at a 1-3 meter accuracy level. Prior to the start of the tree inventory, the Proposer shall create a plan that provides a schedule and systematic approach to conducting the inventory by area. The plan will be subject to review and approval by the City. Data collected shall be audited to ensure accuracy.

ii Subtask 2 - GIS

Inventory data shall be geo-referenced into a Geographic Information System (GIS) database and integrated into the City's existing GIS platform and the tree management

software to be implemented under Task 2. The City utilizes ESRI's ArcGIS Desktop software, Version 10.1.

The data shall be provided in the
NAD_1983_StatePlane_California_VI_FIPS_0406_Feet coordinate system.

DELIVERABLES: Tree Inventory Plan, Geodatabase of Tree Inventory, Inventory data in Microsoft Excel format.

B Task 2. Tree Management Software.

Tree management software designed for work-order, budget and general urban forest management shall be provided and installed. The license for the tree management software shall be valid for a minimum of two years. Initial training for City staff and technical support for the entire duration of the license shall be provided. A user manual for the software shall be provided. Data from the tree inventory shall be transferred into the tree management software. Alternate versions of software may be presented under the same proposal. Differences in price, duration of license and features shall be clearly noted in the proposal.

DELIVERABLES: Tree Management Software, User Manual

C Task 3. Economic Analysis and Report.

An economic analysis of the economic analysis.

DELIVERABLES: Economic Analysis Report in Microsoft Word or Publisher format.

3 MINIMUM ATTRIBUTES FOR DATA COLLECTION

The following attributes shall be collected as part of the tree inventory:

A Mapping coordinate.

X and Y coordinate locations (latitude and longitude). Each tree and planting site will be located using GIS maps and/or GPS equipment with a 1-3 meter accuracy level.

B Block

Block, from street, and to street).

C Area

Tree locations will be identified by the nearest street and address.

D Location

The tree's physical location in relation to the public Right of Way.

E Species

Trees will be identified by *genus* and *species*, and by common name.

F Diameter

Tree trunk diameter will be recorded at a height two feet above the natural grade, in accordance with the City's adopted tree ordinance. This should be to the nearest 1-inch.

G Stems

The number of stems a tree has will be recorded.

H Condition

In general, the condition of each tree will be recorded in one of the following categories adapted from the rating system established by the International Society of Arboriculture:

- i Excellent 100%
- ii Very Good 90%
- iii Good 80%
- iv Fair 60%
- v Poor 40%
- vi Critical 20%
- vii Dead 0%

I Maintenance need

The following maintenance categories will be collected:

i Priority 1 Removal

Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category has a large percentage of dead crowns and poses an elevated level of risk for failure. Any hazards that could be seen as potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead and dying trees that are high liability risks are included in this category. These trees are the first ones that should be removed.

ii Priority 2 Removal

Trees that should be removed but do not pose a liability as great as the first priority will be identified here. This category would need attention as soon as "Priority One" trees are removed.

iii Priority 3 Removal

Trees that should be removed, but that pose minimal liability to persons or property, will be identified in this category.

iv Priority 1 Prune

Trees that require priority one pruning are recommended for trimming to remove hazardous deadwood, hangers, or broken branches. These trees have broken or hanging limbs, hazardous deadwood, and dead, dying, or diseased limbs or leaders greater than four inches in diameter.

v Priority 2 Prune

These trees have dead, dying, diseased, or weakened branches between two and four inches in diameter and are potential safety hazards.

vi Large Tree Routine Prune

These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. Trees in this category are large enough to require bucket truck access or manual climbing.

vii Small Tree Routine Prune

These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. These trees are small growing, mature trees that can be evaluated and pruned from the ground.

viii Training Prune

Young, large-growing trees that are still small must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole-pruner by a person standing on the ground.

ix Stump Removal

This category indicates a stump that should be removed.

x Plant Tree

During the inventory, vacant planting sites will be identified by street and address. The size of the site is designated as small, medium, or large (indicating ultimate size that the tree will attain), depending on the growing space available and the presence of overhead wires.

J Observations

General observations referring to a tree's health, structure, and location will be made. (Note: This attribute may be combined with notes if the applicant does not see value in having both attributes).

K Clearance Required

Trees, which are causing or may cause visibility or clearance difficulties for pedestrians or vehicles, will be identified, as well as those trees blocking clear visibility of signs or traffic signals.

L Hardscape Damage

Damage to sidewalks and curbs by tree roots will be noted. Notes on potential fixes for the problem are encouraged (redesign options, tree replacement, etc...)

M Overhead Utilities

The inventory indicates whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.

N Grow space

The area within the growing space is categorized as:

- i **T** Tree Lawn
- ii **W** Well/Pit
- iii **M** Median
- iv **P** Raised Planter
- v **O** Open/Unrestricted
- vi **I** Island
- vii **U** Unmaintained Area

O Space Size

The narrowest dimension of the Grow Space, in feet. (I.e., 3'x3' cutout, 4' parkway strip, open parkland, etc.....)

P Notes

Additional information regarding disease, insect, mechanical damage, etc. can be included in this field.

4 TREE MANAGEMENT TOOL – MINIMUM REQUIREMENTS

The Tree Management Software shall meet the following minimum requirements:

1. Capable of tracking and updating the attributes identified in Section 3 of this Division.
2. Capable of managing work orders.
3. Minimum two year subscription for service, maintenance and customer support.
4. Initial training for City staff shall be provided.
5. Contains a GIS based mapping system.

5 MINIMUM CONSULTANT QUALIFICATIONS

Proposers shall possess the following minimum qualifications:

1. Project Manager shall be an International Society of Arboriculture (ISA) Certified Arborist.
2. The firm shall have experience conducting three similar projects within the previous five years.
3. All personnel conducting the tree inventory shall have a minimum of one year of experience in the urban forestry profession.
4. All GIS work shall be managed by an individual with a minimum of one year of paid experience working with GIS, or has completed a degree or certificate program in GIS.

6 PROJECT SCHEDULE

All services shall be completed no later than June 30, 2014. Work is anticipated to commence by March 4, 2013.

7 PUBLIC CONVEYANCE

The successful contractor shall conduct the work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

8 SCHEDULE OF WORK TO BE DONE

The successful contractor shall accomplish all normal activities required under this contract sometime between the hours of 7 a.m. and 6 p.m., Monday through Friday. No functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7 a.m., except in the case of a situation deemed emergency in nature. The successful contractor shall create a schedule of work to be followed in the performance of this contract. The schedule of work shall list days and approximate times the successful contractor will be on-site. A copy of the schedule of work shall be provided to Dan Young, Streets and Parks Maintenance Superintendent or designated representative.

9 FAILURE TO PERFORM SATISFACTORILY

Should the successful contractor fail to perform the work as specified herein, the City: (1) will pay only for the amount of service received as determined by the City with an appropriate downward adjustment in contract price, or (2) may have such required work done by City staff or otherwise, and charge the cost thereof to the contractor.

**EXHIBIT 1
ATTACHMENT A
FEE FOR SERVICES**

Cost to complete inventory complete and in place in accordance with Scope of Services

Not to exceed 65,000 trees at a rate of \$2/ tree	\$130,000.00
Report Preparation	\$ 5,000.00
Total	\$135,000.00



Tree Care Professionals Serving Communities Who Care About Trees

Resolution No. 2013-82
EXHIBIT 1
Page 14 of 23

www.WCAINC.com

February 20, 2013

City of Escondido
Attn: City Clerk Office
201 N. Broadway
Escondido, CA 92025

RE: Request for Proposal 13-UFPTI, Urban Forest Public Tree Inventory
Due: Thursday, February 21, 2013 at 2:00pm

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) with the opportunity to submit a proposal for tree inventory services for the City of Escondido. WCA is a family-owned and operated company employing nearly 650 full-time employees providing various tasks to achieve one goal: serving communities who care about trees and landscape. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability.

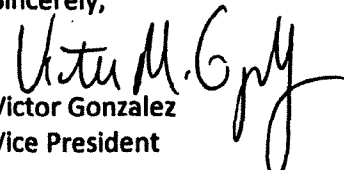
WCA's corporate values include listening to customers and employees that will help to improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees. WCA's top management team has created a culture where employees become accountable for actions and results.

WCA has a 40-year track record of working for more than 220 California municipalities and various public agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1976. The license specializes in Class C61 (Tree Service) as well as Class C27 (Landscaping). We currently employ over 40 Certified Arborists and over 100 Certified Tree workers, as recognized by the Western Chapter of the International Society of Arboriculture.

Our employees operate from one of our six California offices: Anaheim, Ventura, San Diego, Riverside, Fresno and Stockton serving over 220 municipalities. Should we be awarded this project, we shall use full-time, in-house employees; no subcontractors will be used.

Should you have any questions or require additional information, please do not hesitate to contact me at: (800) 521-3714.

Sincerely,


Victor Gonzalez
Vice President

West Coast Arborists, Inc.

2200 E. Van Buren Street, Anaheim, CA 92806 • 714-991-1900 • 800-521-3714 • Fax: 714-954-3715

CONTRACTOR'S GENERAL INFORMATION

Contractor shall furnish the following information. Additional sheets may be attached if necessary.

Company Name: West Coast Arborists, Inc.

Address: 8524 Commerce Avenue, Suite B

City: San Diego State CA Zip Code: 92121

Type of Firm: Individual ☐ Partnership ☐ Corporation ☒

Telephone: (800) 521-3714

Contractor's C 27 License: No. 366764 Exp. Date 12/31/14

Number of years as a contractor in tree care work of this type: 40 years

URBAN FOREST PUBLIC TREE INVENTORY

REQUEST FOR PROPOSALS

BID / PRICE FORM

REQUEST FOR QUOTES: RFP 13-UFPTI

DESCRIPTION OF RFP : Urban Forest Public Tree Inventory

BIDDER'S NAME/ADDRESS: West Coast Arborists, Inc.
8524 Commerce Avenue, Suite B
San Diego, CA 92121

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE Patrick Mahoney - President
(714) 991-1900

Total Bid per tree: \$ 2.00
and per vacant site

Total Amount Bid Written in Words:

Two dollars and zero cents.

Amount Written in Words: This bid will be awarded based upon the total amount of bid as written in words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your bid; the City will not be responsible for Bidder miscalculations.

In the event that bidder intends to bid zero dollar value for any item shown in the Bid/Price Form, bidder shall enter "zero" or "0" in the space provided for price or cost. With the exception of "Reason(s) for No Bid", all spaces in the Bid/Price Form shall be filled in by bidders. City reserves the right to reject as non-responsive any or all bids containing blank spaces.

Bidder's Acknowledgement of His Understanding of the Terms and Conditions:
Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments, if any, and agenda.



Supplemental Prices for the City of Escondido

Grid tree pruning (min. 300 trees) per tree \$59.00

Service request tree pruning (based on size)

0-6 DBH	per tree	\$70.00
7-12 DBH	per tree	\$110.00
13-18 DBH	per tree	\$175.00
19-24 DBH	per tree	\$225.00
25-30 DBH	per tree	\$350.00
31+ DBH	per tree	\$450.00

Palm tree pruning

Coco Palm	per tree	\$45.00
Washingtonia	per tree	\$70.00
Date palm	per tree	\$230.00

Above palm pricing is based on one year of growth. Each subsequent year of growth will increase price by 10.0%

Tree and Stump Removal

0-24 DBH	per dia inch	\$24.00
25+ DBH	per dia inch	\$30.00

Stump only removal per dia inch \$12.00

Tree Planting (includes tree, labor, & materials)

15-gallon	per tree	\$145.00
24-inch box	per tree	\$245.00
36-inch box	per tree	\$845.00

Crew Rental (price per man) per hour \$60.00

Emergency Response (price per man) per hour \$95.00

Arborist Services per hour \$125.00

Specialty Equipment Rental (with operator)
(Crane. 95-foot aerial) per hour \$165.00

REQUEST FOR PROPOSALS

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications?	☒ Yes	☐ No
	Circle one	

If you answered "Yes", please provide detail of said additional costs:

Beginning with month 25, an annual cost of \$3,000.00 will be charged for training,
software maintenance and update.

Please indicate any exceptions to or deviations from the RFP Requirements here.

None

Have you included in your bid all informational items and forms as requested?	Yes	No
	Circle one	

If you answered “No”, please explain:

N/A

Have you been or are you on any federal list of debarred or suspended bidders?	Yes	☒ No
	Circle one	

URBAN FOREST PUBLIC TREE INVENTORY

REQUEST FOR PROPOSALS

This offer shall remain firm for 120 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this bid.

Cash discount allowable 1 % 20 days; unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this bid, Bidder warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received. It is the bidder's responsibility to ensure that all addendums are received. Failure to acknowledge receipt of addenda may cause the City to reject the bid as non-responsive.

Verification of Addenda Received

Addenda No: NONE Received on: _____

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: Patrick Mahoney, President

DATE SIGNED: 2/20/13

COMPANY NAME & ADDRESS: West Coast Arborists, Inc.

2200 E. Via Burton Street

Anaheim, CA 92806

PHONE: (800) 521-3714

FAX: (714) 991-1027

EMAIL: vgonzalez@wcainc.com

IF SUBMITTING A "NO BID", PLEASE STATE REASON(S) BELOW:

URBAN FOREST PUBLIC TREE INVENTORY

REQUEST FOR PROPOSALS

BIDDER: West Coast Arborists, Inc.

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

(Public Contract Code Section 7106)

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN DIEGO)

Patrick Mahoney, being duly sworn, deposes and says that he
or she is

President of

West Coast Arborists, Inc.

the party making the foregoing proposal; that the proposal is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the vendor has not directly or indirectly induced or solicited any other vendor to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the vendor or any other vendor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Subscribed and sworn to (or affirmed) before me this 20th day of February,
2013.

[SEAL]

Signature of officer

Patrick Mahoney

Typed name of officer

President

Office

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 02/20/13 before me, Victor M. Gonzalez, Notary Public
Date Here Insert Name and Title of the Officer

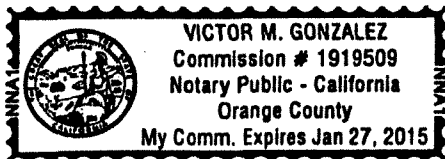
personally appeared Patrick Mahoney
Name(s) of Signer(s)

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 Victor M. Gonzalez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on this document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: City of Escondido - Non Collusion Affidavit

Document Date: February 20, 2013 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney

- ☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: West Coast Arborists, Inc.

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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URBAN FOREST PUBLIC TREE INVENTORY

REQUEST FOR PROPOSALS

BIDDER: West Coast Arborists, Inc.

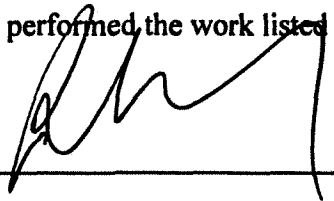
EXPERIENCE STATEMENT AND REFERENCES

To Be Submitted With Bid

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder



Request Item	Description of Work	Name of Bidder	Company Address
	Please see pages 13-16 in proposal book.		

URBAN FOREST PUBLIC TREE INVENTORY

REQUEST FOR PROPOSALS

BIDDER: West Coast Arborists, Inc.

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE
CITY OF ESCONDIDO URBAN FOREST PUBLIC TREE INVENTORY
AGREEMENT**

This is to acknowledge that we have read the City of Escondido Urban Forest Public Tree Inventory Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 13-UFPTI.

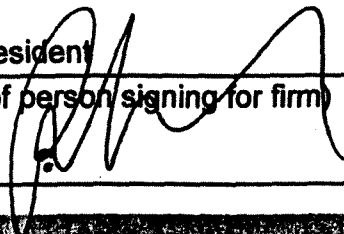
Please Check One

☒ As presented without exceptions

☐ Exceptions as Noted: _____

West Coast Arborists, Inc.
(Firm name)

Patrick Mahoney, President
(Print name and title of person signing for firm)



CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 10

Date: June 19, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Gilbert Rojas, Director of Finance

SUBJECT: 2013 Refunding of Community Facilities District (Hidden Trails)-Financing Plan and Legal Documents

RECOMMENDATION:

It is requested that the City Council take the following actions:

- a) Adopt City Resolution No. 2013-91 and (Attachments 1) to approve the issuance and sale of Special Tax Refunding Bonds Series 2013, in an aggregate principal amount not to exceed \$2,600,000 to refinance 2001 Special Tax Bonds of the Community Facilities District 2000-01 (Hidden Trails) which financed the construction and acquisition of various public improvements within the Community Facilities District.
- b) Authorize the Mayor, City Manager, City Clerk, Finance Director and other officers of the City to sign any and all refinancing documents.
- c) Authorize the Finance Department to make the necessary revenue and expenditure budget adjustments to the Community Facilities District Fund for all transactions associated with the issuance of the 2013 Special Tax Refunding Bonds.

FISCAL ANALYSIS:

The issuance by the Community Facilities District No. 2000-01 of the Special Tax Refunding Bonds, Series 2013 will achieve a complete refinancing of the 2001 Special Tax Bonds. The 2013 Refunding Bonds will be secured by the Special Tax proceeds which have been authorized to be levied against certain land within the District. The Bonds are not General or Special Obligations of the City or General Obligations of the District but are Limited Obligations of the District payable solely from net taxes of the District. The 2013 Special Tax Refunding Bonds will be issued in an amount not to exceed \$2,600,000, including funding a reserve fund if necessary, and all costs of issuance. Staff does not propose to extend the overall maturity of the 2001 Special Tax Bonds.

Over the past few months, staff has been tracking current market comparisons on all the 2001 Special Tax Bonds in an effort to lower our annual costs by means of a debt refinancing transaction.

The industry standard when doing a refinancing is to attain a three percent, or higher, savings on a present value basis, including all costs of issuance.

Under current market conditions, staff estimates present value savings from the refinancing of 11.5% (or \$278,000), although actual savings will be determined at the time of the sale.

To carry out the refinancing, the City has retained the firms of Stifel, Nicolaus & Company, Incorporated, as Underwriter; and Stradling Yocca Carlson & Rauth, as Bond and Disclosure Counsel.

BACKGROUND:

Currently the Special Tax bond market provides the Community Facilities District with a favorable environment in which to refinance the 2001 Special Tax Bonds through the issuance and sale of 2013 Special Tax Refunding Bonds in an amount not to exceed \$2,600,000 and a maturity no later than September 1, 2031 (the date that the 2001 Special Tax Bonds mature).

The 2001 Special Tax Bonds are currently outstanding in the principal amount of \$2.5 million and the entire principal amount may be refinanced at this time without a call feature (penalty).

The following documents are to be approved:

Bond Indenture. The Indenture is the primary document by which the 2013 Special Tax Refunding Bonds are issued. The Indenture establishes instructions to the Trustee to apply the proceeds of the 2013 Special Tax Refunding Bonds. The Indenture also describes when and how principal of and interest on 2013 Special Tax Refunding Bonds are paid and the conditions under which the 2013 Special Tax Refunding Bonds may be redeemed prior to maturity.

Escrow Agreement. The Escrow Agreement establishes an escrow fund into which moneys sufficient to redeem the 2001 Special Tax Bonds (consisting of moneys currently deposited in funds and accounts for the 2001 Special Tax Bonds and proceeds of the 2013 Special Tax Refunding Bonds) will be deposited. The Escrow Agreement instructs the escrow agent to redeem the 2001 Special Tax Bonds on or about September 1, 2013.

Bond Purchase Agreement. Pursuant to the Bond Purchase Agreement, the Authority and the City agree to sell the 2013 Bonds to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") and the Underwriter agrees to purchase the 2013 Special Tax Refunding Bonds, subject to usual closing conditions.

Official Statement. The Official Statement is the disclosure document sent to potential investors. The Official Statement describes the District, the debt burden on parcels subject to the special taxes, assessed valuations within the District and certain other information, the 2013 Special Tax Refunding Bonds, the Indenture, and other information related to purchasing the 2013 Special Tax Refunding Bonds. The Underwriter uses the Official Statement as a marketing document. As the obligor on the 2013 Special Tax Refunding Bonds, the District will be subject to federal securities law anti-fraud

Refunding CFD Bonds (Hidden Trials)

June 19, 2013

Page 3

rules and will be required to certify that the information contained in the Official Statements is complete and is not misleading. To support these certifications, the District will receive opinions and certificates of other parties.

Continuing Disclosure Certificate. In connection with the issuance of the 2013 Special Tax Refunding Bonds, the District is required by federal securities law to execute a Continuing Disclosure Certificate. The Continuing Disclosure Certificate obligates the District to file an annual report which includes the audited financial statements of the District. The District is also required to report certain events which are significant to 2013 bond owners. The District currently provides such an annual report in connection with the 2001 Special Tax Bonds.

In addition, the Resolution authorizes staff to prepare documents to terminate the recorded liens securing the 2001 Special Tax Bonds upon the redemption of the 2001 Special Tax Bonds.

All legal documents associated with the refinancing are in substantially final form, and on file available for review with the City Clerk. These documents will be in final form once the 2013 Special Tax Refunding Bonds have been priced and sold.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Gilbert Rojas', is written over the printed name.

Gilbert Rojas
Director of Finance

RESOLUTION NO. 2013-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO ACTING AS THE LEGISLATIVE BODY OF CITY OF ESCONDIDO COMMUNITY FACILITIES DISTRICT NO. 2000-01 (HIDDEN TRAILS), AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND INDENTURE, ESCROW AGREEMENT, CONTINUING DISCLOSURE AGREEMENT AND BOND PURCHASE AGREEMENT IN CONNECTION WITH THE ISSUANCE OF THE CITY OF ESCONDIDO COMMUNITY FACILITIES DISTRICT NO. 2000-01 (HIDDEN TRAILS) SPECIAL TAX REFUNDING BONDS, SERIES 2013 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,600,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the City Council (the "City Council") of the City of Escondido (the "City"), located in San Diego County, California (hereinafter sometimes referred to as the "legislative body of the District"), has heretofore undertaken proceedings and declared the necessity to issue bonds on behalf of City of Escondido Community Facilities District No. 2000-01 (Hidden Trails) (the "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California (the "Act"); and

WHEREAS, pursuant to proceedings taken and an election held on September 20, 2000, to authorize the issuance of bonds of the District, the levy of special taxes within the District and the establishment of an appropriations limit for the District, the

District was authorized to issue bonds in one or more series, pursuant to the Act, in an aggregate principal amount not to exceed \$3,500,000 (the "Bond Authorization"); and

WHEREAS, the District has previously issued its \$3,085,000 2001 Special Tax Bonds (the "Prior Bonds") to finance certain public improvements; and

WHEREAS, the Board, acting as the legislative body of the District, now desires to refund the Prior Bonds through the issuance of bonds in an aggregate principal amount not to exceed \$2,600,000 designated as the "City of Escondido Community Facilities District No. 2000-01 (Hidden Trails) Special Tax Refunding Bonds, Series 2013" (the "2013 Bonds"); and

WHEREAS, in order to effect the issuance of the 2013 Bonds, the City Council, acting as the legislative body of the District, desires to enter into a Bond Indenture, dated as of July 1, 2013 (the "Bond Indenture"), with The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent, and an Escrow Agreement (2001 Bonds), dated as of July 1, 2013 (the "Escrow Agreement"), with The Bank of New York Mellon Trust Company, N.A., as Escrow Bank, in substantially the forms presented herewith; and

WHEREAS, the legislative body of the District has determined in accordance with Government Code Section 53360.4 that a negotiated sale of the 2013 Bonds to Stifel, Nicolaus & Company, Incorporated, as underwriter (the "Underwriter") in accordance with the terms of the Bond Purchase Agreement (defined below) approved as to form by this Board herein will result in a lower overall cost to the District than a public sale;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, acting as the legislative body of City of Escondido Community Facilities District No. 2000-01 (Hidden Trails), that:

Section 1. Each of the above recitals is true and correct.

Section 2. The issuance of the 2013 Bonds in a principal amount not to exceed \$2,600,000 is hereby authorized pursuant to the Act with the exact principal amount to be determined by the officer signing the Bond Purchase Agreement in accordance with Section 7 below. The 2013 Bonds shall mature on the dates and pay interest at the rates set forth in the Bond Purchase Agreement to be executed on behalf of the District in accordance with Section 7 hereof and otherwise shall be substantially in the form set forth in the Bond Indenture on file with the City Clerk. All other provisions of the 2013 Bonds shall be governed by the terms and conditions set forth in the Bond Indenture prepared by Bond Counsel for the District and executed by the Mayor, the City Manager, the Finance Director or the City Clerk (the "Authorized Officers") of the City, acting as the legislative body of the District, or the written designee thereof, which Bond Indenture shall be substantially in the form presented to the Board, with such additions thereto and changes therein as are recommended or approved by Bond Counsel for the District and the officers executing the same, with such approval to be conclusively evidenced by the execution and delivery of the Bond Indenture. Capitalized terms used in this Resolution which are not defined herein have the meaning ascribed to them in the form of the Bond Indenture.

In satisfaction of the requirements contained in Section 53363.2 of the Act, the legislative body of the District hereby determines that: (1) it is anticipated that the purchase of the 2013 Bonds will occur on or about June 27, 2013; (2) the 2013 Bonds shall be dated their date of issuance, and be in the denominations, have the maturity dates (which do not exceed the latest maturity date of the Prior Bonds being refunded), and be payable at the place and be in the form specified in the Bond Indenture; (3) the aggregate principal amount of 2013 Bonds shall not exceed \$2,600,000; (4) the 2013 Bonds shall not have a final maturity date later than September 1, 2031; (5) the issuance of the 2013 Bonds shall not result in a true interest cost for the 2013 Bonds in excess of 5.00%; (6) the Underwriter's discount for the 2013 Bonds shall not exceed 0.7% of the aggregate principal amount thereof; and (7) the designated cost of issuing the 2013 Bonds being used to refund the Prior Bonds, as defined by Section 53363.8 of the Act, shall include all of the costs specified in Section 53363.8(a), (b)(2) and (c).

In satisfaction of the requirements contained in Section 53364.2 of the Act, the legislative body of the District hereby determines that any savings achieved through the issuance of the 2013 Bonds shall be used to reduce the special taxes of the District levied to retire the 2013 Bonds, and such reductions shall be made in accordance with the Act.

Section 3. The 2013 Bonds shall be executed on behalf of the District by the manual or facsimile signature of the Mayor of the legislative body of the District, and the seal of the District, or a facsimile thereof, shall be impressed or imprinted thereon and attested with the manual or facsimile signature of the City Clerk.

Section 4. In accordance with the requirements of Section 53345.8(c) of the Act, the legislative body of the District hereby determines that the value of the real property in the District subject to the special tax to pay debt service on the 2013 Bonds is at least three times the principal amount of the 2013 Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within the District (based on the County of San Diego Assessor's Fiscal Year 2013 assessed valuations of such property).

Section 5. The proceeds of the 2013 Bonds and the Special Taxes may be invested in any of the Authorized Investments of the type described in the Bond Indenture.

Section 6. The covenants set forth in the Bond Indenture to be executed in accordance with Section 2 above are hereby approved, shall be deemed to be covenants of the City Council, in its capacity as the legislative body of the District, and shall be complied with by the District and its officers. The Bond Indenture shall act as a bond indenture and constitute a contract between the District and the Owners of the 2013 Bonds.

Section 7. The Bank of New York Mellon Trust Company, N.A., is hereby appointed to act as Fiscal Agent and Registrar for the 2013 Bonds and as Escrow Bank under the Escrow Agreement. Special District Financing & Administration is hereby appointed to act as Dissemination Agent under the Continuing Disclosure Agreement. The Authorized Officers, or the written designees thereof, are hereby authorized to enter into an agreement with the Fiscal Agent to provide such services to the District.

The forms of the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Escrow Agreement and the Official Statement on file with the City Clerk are hereby approved and the Authorized Officers are hereby authorized and directed to execute the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Escrow Agreement and the Official Statement in substantially the forms hereby approved, with such additions thereto and changes therein as are recommended or approved by Bond Counsel for the District and the officers executing the same, with such approval to be conclusively evidenced by the execution and delivery of such documents; provided, however, that the Bond Purchase Agreement shall be signed only if the interest rate on the 2013 Bonds is such that the principal and total interest cost to maturity on the 2013 Bonds is less than the principal and total interest cost to maturity on the Prior Bonds and the last maturity date of the 2013 Bonds is not later than the last maturity date of the Prior Bonds. The Underwriter is hereby authorized to distribute the Official Statement (in both preliminary and final forms) to prospective purchasers, and the Authorized Officers, or the written designees thereof, are hereby authorized to certify to the Underwriter prior to the distribution of the Official Statement in preliminary form that such Official Statement is deemed final by the District within the meaning of Rule 15c2-12 of the Securities and Exchange Commission.

Section 8. The Authorized Officers, or the written designees thereof, are authorized to contract for all services necessary to effect the issuance of the 2013 Bonds. Such services shall include, but not be limited to, printing the 2013 Bonds, the Preliminary Official Statement and the final Official Statement, obtaining legal services, Fiscal Agent services and any other services deemed appropriate as set forth in a

certificate of an Authorized Officer or the written designee thereof. The Authorized Officers, or the written designees thereof, are authorized to pay for the cost of such services, together with other Costs of Issuance, with 2013 Bond proceeds deposited to the Costs of Issuance Fund established pursuant to the Bond Indenture.

Section 9. All actions heretofore taken by officers and agents of the District and the City with respect to the sale and issuance of the 2013 Bonds are hereby approved, confirmed and ratified, and the Authorized Officers and the other officers of the City and the District responsible for the fiscal affairs of the District are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish the issuance, sale and delivery of the 2013 Bonds in accordance with the provisions of this Resolution and the fulfillment of the purposes of the 2013 Bonds as described in the Bond Indenture. In the event that the Mayor is unavailable to sign any document authorized for execution herein, any other member of the City Council, or the written designee thereof, may sign such document. Any document authorized herein to be signed by the City Clerk may be signed by a duly appointed deputy clerk.



❖ **Resolution No. 2013-91 Attachment 1**

Bond Indenture – City of Escondido Community Facilities District No. 2000-01 (Hidden Trails) is available on the City Website

- Please visit:
<https://www.escondido.org/Data/Sites/1/media/PDFs/Finance/HiddenTrails.pdf>

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.: 11

Date: June 19, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Gilbert Rojas, Director of Finance

SUBJECT: 2013 Refunding of Community Facilities District (Eureka Ranch)-Financing Plan and Legal Documents

RECOMMENDATION:

It is requested that the City Council take the following actions:

- a) Adopt City Resolution No. 2013-90 and (Attachments 1) to approve the issuance and sale of Special Tax Refunding Bonds Series 2013, in an aggregate principal amount not to exceed \$17,250,000 to refinance 2006 Special Tax Bonds of the Community Facilities District 2006-01 (Eureka Ranch) which financed the construction and acquisition of various public improvements within the Community Facilities District.
- b) Authorize the Mayor, City Manager, City Clerk, Finance Director and other officers of the City to sign any and all refinancing documents.
- c) Authorize the Finance Department to make the necessary revenue and expenditure budget adjustments to the Community Facilities District Fund for all transactions associated with the issuance of the 2013 Special Tax Refunding Bonds.

FISCAL ANALYSIS:

The issuance by the Community Facilities District No. 2006-01 of the Special Tax Refunding Bonds, Series 2013 will achieve a complete refinancing of the 2006 Special Tax Bonds. The 2013 Refunding Bonds will be secured by the Special Tax proceeds which have been authorized to be levied against certain land within the District. The Bonds are not General or Special Obligations of the City or General Obligations of the District but are Limited Obligations of the District payable solely from net taxes of the District. The 2013 Special Tax Refunding Bonds will be issued in an amount not to exceed \$17,250,000, including funding a reserve fund if necessary, and all costs of issuance. Staff does not propose to extend the overall maturity of the 2006 Special Tax Bonds.

Over the past few months, staff has been tracking current market comparisons on all the 2006 Special Tax Bonds in an effort to lower our annual costs by means of a debt refinancing transaction.

The industry standard when doing a refinancing is to attain a three percent, or higher, savings on a present value basis, including all costs of issuance.

Under current market conditions, staff estimates present value savings from the refinancing of 2.03% (or \$327,600), although actual savings will be determined at the time of the sale.

To carry out the refinancing, the City has retained the firms of Stifel, Nicolaus & Company, Incorporated, as Underwriter; and Stradling Yocca Carlson & Rauth, as Bond and Disclosure Counsel.

BACKGROUND:

Currently the Special Tax bond market provides the Community Facilities District with a favorable environment in which to refinance the 2006 Special Tax Bonds through the issuance and sale of 2013 Special Tax Refunding Bonds in an amount not to exceed \$17,250,000 and a maturity no later than September 1, 2036 (the date that the 2006 Special Tax Bonds mature).

The 2006 Special Tax Bonds are currently outstanding in the principal amount of \$16.5 million and the entire principal amount may be refinanced at this time with a 3% premium.

The following documents are to be approved:

Bond Indenture. The Indenture is the primary document by which the 2013 Special Tax Refunding Bonds are issued. The Indenture establishes instructions to the Trustee to apply the proceeds of the 2013 Special Tax Refunding Bonds. The Indenture also describes when and how principal of and interest on 2013 Special Tax Refunding Bonds are paid and the conditions under which the 2013 Special Tax Refunding Bonds may be redeemed prior to maturity.

Escrow Agreement. The Escrow Agreement establishes an escrow fund into which moneys sufficient to redeem the 2006 Special Tax Bonds (consisting of moneys currently deposited in funds and accounts for the 2006 Special Tax Bonds and proceeds of the 2013 Special Tax Refunding Bonds) will be deposited. The Escrow Agreement instructs the escrow agent to redeem the 2006 Special Tax Bonds on or about September 1, 2013.

Bond Purchase Agreement. Pursuant to the Bond Purchase Agreement, the Authority and the City agree to sell the 2013 Bonds to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") and the Underwriter agrees to purchase the 2013 Special Tax Refunding Bonds, subject to usual closing conditions.

Official Statement. The Official Statement is the disclosure document sent to potential investors. The Official Statement describes the District, the debt burden on parcels subject to the special taxes, assessed valuations within the District and certain other information, the 2013 Special Tax Refunding Bonds, the Indenture, and other information related to purchasing the 2013 Special Tax Refunding Bonds. The Underwriter uses the Official Statement as a marketing document. As the obligor on the 2013 Special Tax Refunding Bonds, the District will be subject to federal securities law anti-fraud

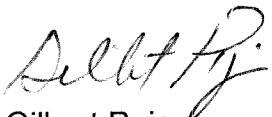
rules and will be required to certify that the information contained in the Official Statements is complete and is not misleading. To support these certifications, the District will receive opinions and certificates of other parties.

Continuing Disclosure Certificate. In connection with the issuance of the 2013 Special Tax Refunding Bonds, the District is required by federal securities law to execute a Continuing Disclosure Certificate. The Continuing Disclosure Certificate obligates the District to file an annual report which includes the audited financial statements of the District. The District is also required to report certain events which are significant to 2013 bond owners. The District currently provides such an annual report in connection with the 2006 Special Tax Bonds.

In addition, the Resolution authorizes staff to prepare documents to terminate the recorded liens securing the 2006 Special Tax Bonds upon the redemption of the 2006 Special Tax Bonds.

All legal documents associated with the refinancing are in substantially final form, and on file available for review with the City Clerk. These documents will be in final form once the 2013 Special Tax Refunding Bonds have been priced and sold.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gilbert Rojas", written in a cursive style.

Gilbert Rojas
Director of Finance

RESOLUTION NO. 2013-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 OF THE CITY OF ESCONDIDO (EUREKA RANCH), AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND INDENTURE, ESCROW AGREEMENT, CONTINUING DISCLOSURE AGREEMENT AND BOND PURCHASE AGREEMENT IN CONNECTION WITH THE ISSUANCE OF THE COMMUNITY FACILITIES DISTRICT NO. 2006-01 OF THE CITY OF ESCONDIDO (EUREKA RANCH) SPECIAL TAX REFUNDING BONDS, SERIES 2013 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$17,250,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the City Council (the "City Council") of the City of Escondido (the "City"), located in San Diego County, California (hereinafter sometimes referred to as the "legislative body of the District"), has heretofore undertaken proceedings and declared the necessity to issue bonds on behalf of Community Facilities District No. 2006-01 of the City of Escondido (Eureka Ranch) (the "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California (the "Act"); and

WHEREAS, pursuant to proceedings taken and an election held on September 20, 2006, to authorize the issuance of bonds of the District, the levy of special taxes within the District and the establishment of an appropriations limit for the District, the

District was authorized to issue bonds in one or more series, pursuant to the Act, in an aggregate principal amount not to exceed \$20,000,000 (the "Bond Authorization"); and

WHEREAS, the District has previously issued its \$18,080,000 Special Tax Bonds Series 2006 (the "Prior Bonds") to finance certain public improvements; and

WHEREAS, the Board, acting as the legislative body of the District, now desires to refund the Prior Bonds through the issuance of bonds in an aggregate principal amount not to exceed \$17,250,000 designated as the "Community Facilities District No. 2006-01 of the City of Escondido (Eureka Ranch) Special Tax Refunding Bonds, Series 2013" (the "2013 Bonds"); and

WHEREAS, in order to effect the issuance of the 2013 Bonds, the City Council, acting as the legislative body of the District, desires to enter into a Bond Indenture, dated as of July 1, 2013 (the "Bond Indenture"), with The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent, and an Escrow Agreement (2006 Bonds), dated as of July 1, 2013 (the "Escrow Agreement"), with The Bank of New York Mellon Trust Company, N.A., as Escrow Bank, in substantially the forms presented herewith; and

WHEREAS, the legislative body of the District has determined in accordance with Government Code Section 53360.4 that a negotiated sale of the 2013 Bonds to Stifel, Nicolaus & Company, Incorporated, as underwriter (the "Underwriter") in accordance with the terms of the Bond Purchase Agreement (defined below) approved as to form by this Board herein will result in a lower overall cost to the District than a public sale;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, acting as the legislative body of Community Facilities District No. 2006-01 of the City of Escondido (Eureka Ranch), that:

Section 1. Each of the above recitals is true and correct.

Section 2. The issuance of the 2013 Bonds in a principal amount not to exceed \$17,250,000 is hereby authorized pursuant to the Act with the exact principal amount to be determined by the officer signing the Bond Purchase Agreement in accordance with Section 7 below. The 2013 Bonds shall mature on the dates and pay interest at the rates set forth in the Bond Purchase Agreement to be executed on behalf of the District in accordance with Section 7 hereof and otherwise shall be substantially in the form set forth in the Bond Indenture on file with the City Clerk. All other provisions of the 2013 Bonds shall be governed by the terms and conditions set forth in the Bond Indenture prepared by Bond Counsel for the District and executed by the Mayor, the City Manager, the Finance Director or the City Clerk (the "Authorized Officers") of the City, acting as the legislative body of the District, or the written designee thereof, which Bond Indenture shall be substantially in the form presented to the Board, with such additions thereto and changes therein as are recommended or approved by Bond Counsel for the District and the officers executing the same, with such approval to be conclusively evidenced by the execution and delivery of the Bond Indenture. Capitalized terms used in this Resolution which are not defined herein have the meaning ascribed to them in the form of the Bond Indenture.

In satisfaction of the requirements contained in Section 53363.2 of the Act, the legislative body of the District hereby determines that: (1) it is anticipated that the purchase of the 2013 Bonds will occur on or about June 27, 2013; (2) the 2013 Bonds shall be dated their date of issuance, and be in the denominations, have the maturity dates (which do not exceed the latest maturity date of the Prior Bonds being refunded), and be payable at the place and be in the form specified in the Bond Indenture; (3) the aggregate principal amount of 2013 Bonds shall not exceed \$17,250,000; (4) the 2013 Bonds shall not have a final maturity date later than September 1, 2036; (5) the issuance of the 2013 Bonds shall not result in a true interest cost for the 2013 Bonds in excess of 4.75%; (6) the Underwriter's discount for the 2013 Bonds shall not exceed 0.7% of the aggregate principal amount thereof; and (7) the designated cost of issuing the 2013 Bonds being used to refund the Prior Bonds, as defined by Section 53363.8 of the Act, shall include all of the costs specified in Section 53363.8(a), (b)(2) and (c).

In satisfaction of the requirements contained in Section 53364.2 of the Act, the legislative body of the District hereby determines that any savings achieved through the issuance of the 2013 Bonds shall be used to reduce the special taxes of the District levied to retire the 2013 Bonds, and such reductions shall be made in accordance with the Act.

Section 3. The 2013 Bonds shall be executed on behalf of the District by the manual or facsimile signature of the Mayor of the legislative body of the District, and the seal of the District, or a facsimile thereof, shall be impressed or imprinted thereon and attested with the manual or facsimile signature of the City Clerk.

Section 4. In accordance with the requirements of Section 53345.8(c) of the Act, the legislative body of the District hereby determines that the value of the real property in the District subject to the special tax to pay debt service on the 2013 Bonds is at least three times the principal amount of the 2013 Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within the District (based on the County of San Diego Assessor's Fiscal Year 2013 assessed valuations of such property).

Section 5. The proceeds of the 2013 Bonds and the Special Taxes may be invested in any of the Authorized Investments of the type described in the Bond Indenture.

Section 6. The covenants set forth in the Bond Indenture to be executed in accordance with Section 2 above are hereby approved, shall be deemed to be covenants of the City Council, in its capacity as the legislative body of the District, and shall be complied with by the District and its officers. The Bond Indenture shall act as a bond indenture and constitute a contract between the District and the Owners of the 2013 Bonds.

Section 7. The Bank of New York Mellon Trust Company, N.A., is hereby appointed to act as Fiscal Agent and Registrar for the 2013 Bonds and as Escrow Bank under the Escrow Agreement. Special District Financing & Administration is hereby appointed to act as Dissemination Agent under the Continuing Disclosure Agreement. The Authorized Officers, or the written designees thereof, are hereby authorized to enter into an agreement with the Fiscal Agent to provide such services to the District.

The forms of the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Escrow Agreement and the Official Statement on file with the City Clerk are hereby approved and the Authorized Officers are hereby authorized and directed to execute the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Escrow Agreement and the Official Statement in substantially the forms hereby approved, with such additions thereto and changes therein as are recommended or approved by Bond Counsel for the District and the officers executing the same, with such approval to be conclusively evidenced by the execution and delivery of such documents; provided, however, that the Bond Purchase Agreement shall be signed only if the interest rate on the 2013 Bonds is such that the principal and total interest cost to maturity on the 2013 Bonds is less than the principal and total interest cost to maturity on the Prior Bonds and the last maturity date of the 2013 Bonds is not later than the last maturity date of the Prior Bonds. The Underwriter is hereby authorized to distribute the Official Statement (in both preliminary and final forms) to prospective purchasers, and the Authorized Officers, or the written designees thereof, are hereby authorized to certify to the Underwriter prior to the distribution of the Official Statement in preliminary form that such Official Statement is deemed final by the District within the meaning of Rule 15c2-12 of the Securities and Exchange Commission.

Section 8. The Authorized Officers, or the written designees thereof, are authorized to contract for all services necessary to effect the issuance of the 2013 Bonds. Such services shall include, but not be limited to, printing the 2013 Bonds, the Preliminary Official Statement and the final Official Statement, obtaining legal services, Fiscal Agent services and any other services deemed appropriate as set forth in a

certificate of an Authorized Officer or the written designee thereof. The Authorized Officers, or the written designees thereof, are authorized to pay for the cost of such services, together with other Costs of Issuance, with 2013 Bond proceeds deposited to the Costs of Issuance Fund established pursuant to the Bond Indenture.

Section 9. All actions heretofore taken by officers and agents of the District and the City with respect to the sale and issuance of the 2013 Bonds are hereby approved, confirmed and ratified, and the Authorized Officers and the other officers of the City and the District responsible for the fiscal affairs of the District are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish the issuance, sale and delivery of the 2013 Bonds in accordance with the provisions of this Resolution and the fulfillment of the purposes of the 2013 Bonds as described in the Bond Indenture. In the event that the Mayor is unavailable to sign any document authorized for execution herein, any other member of the City Council, or the written designee thereof, may sign such document. Any document authorized herein to be signed by the City Clerk may be signed by a duly appointed deputy clerk.



❖ **Resolution No. 2013-90 Attachment 1**

Bond Indenture – Community Facilities District No. 2006-01 of the City of Escondido (Eureka Ranch) is available on the City Website

- Please visit:
<https://www.escondido.org/Data/Sites/1/media/PDFs/Finance/EurekaRanch.pdf>

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 12

Date: June 19, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Gilbert Rojas, Director of Finance
Edward N. Domingue, Director of Public Works/City Engineer

SUBJECT: Five-Year Capital Improvement Program; the Fiscal Year 2013/14 CIP Budget; and Transnet Five Year Local Street Improvement Program

RECOMMENDATION:

It is requested that City Council:

- 1) Approve Resolution No. 2013-55 adopting Fiscal Years 2013/14 – 2017/18 Five-year Capital Improvement Program (CIP) and the Fiscal Year 2013/14 Project CIP Budgets;
- 2) Adopt Resolution No. 2013-56 approving Amendment 12-06 to the Transnet Five-Year Local Street Improvement Program of Projects for Fiscal Years 2013 – 2017.

FISCAL ANALYSIS:

The CIP is a five-year planning tool which is developed and updated annually. Management's main focus is identifying dependable funding resources for fiscal year 2013/14 and the corresponding uses of those funds.

PREVIOUS ACTION:

A preliminary summary of capital project requests was prepared and submitted to council on May 1, 2013.

BACKGROUND:

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FY 2013/14 CIP BUDGET

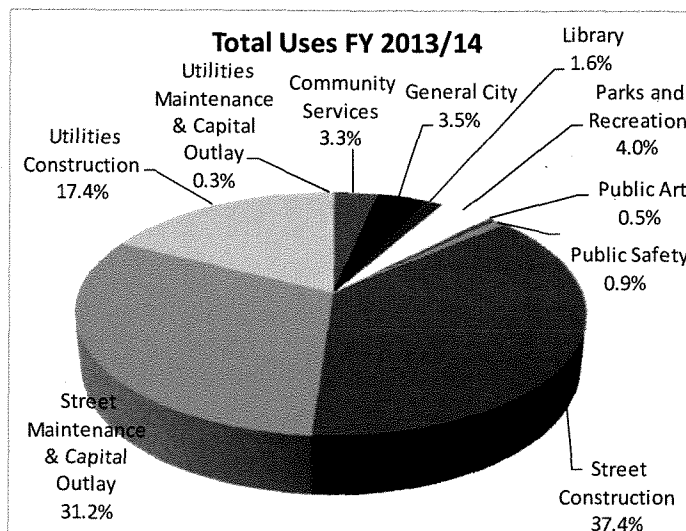
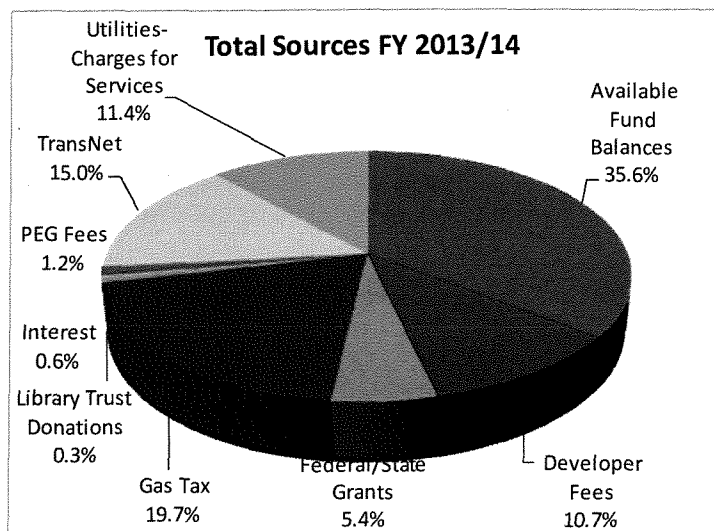
The Five-Year Capital Improvement Program (CIP or Program) summarizes anticipated resources and their estimated uses. In order to maintain the City's high quality-of-life standards and to affirm Escondido as the "City of Choice," the CIP Budget has programmed major infrastructure, construction, capital improvements, and other maintenance projects.

The proposed budget estimates source revenues of \$14 million which when combined with available fund balances of \$8 million will provide total resources of \$22 million available to fund

capital improvements and other maintenance and capital outlay expenditures. The current year budget requests anticipate uses of \$18.1 million in appropriated expenditures and transfers.

Upon completion of a project, any remaining balance is returned to the appropriate fund's reserves and becomes available to fund future projects. This program includes approximately \$3.7 million in reserves available for future projects. The majority of the reserves are restricted funding only to be used for specific purposes.

The following charts highlight by category the funding Sources and Uses contained in the current Five-Year Capital Improvement Program for fiscal year 2013/14.



Also attached to this staff report is a list that outlines the specific projects requesting funding for fiscal year 2013/14 and where more detail about the project is located in the actual Capital Improvement Program and Budget.

FIVE-YEAR STREET CIP PLANNING PROCESS

Each year, the City updates the Five-Year Street Capital Improvement Program. In the past, the five-year plan was developed with the assistance and oversight of the Traffic and Transportation Task Force. Similar to last year, the Task Force was not formed primarily due to the past commitments to several large and costly major street projects through development agreements or through federal funding secured through lobbying efforts. These major projects are:

- Citracado Parkway, West Valley Parkway to Harmony Grove Road
- East Valley Parkway & Valley Center Road

Over the next five years, the majority of Transnet and Traffic Impact Funding is recommended to be programmed toward the projects listed above. The value of the Task Force's participation in the street CIP planning process was also impacted by the large transfer of gas tax funds to the general fund offsetting Maintenance Division costs and by large amounts of Transnet funds dedicated to our annual street maintenance program. In short, there was very little remaining in uncommitted street funds that the Task Force could use to consider new projects of any real significance.

ANNUAL OPERATING AND MAINTENANCE PROGRAMS

There are also a number of ongoing annual operating and maintenance programs funded through the Five-Year Street CIP budget. These programs, which continue from year to year, are:

- Street Maintenance and Rehabilitation
- Traffic Signals and Intersections
- Traffic Infrastructure & School Safety

The Street Maintenance and Rehabilitation program has been funded at the minimum level of \$4.7 million per year per Council's direction on March 13, 2013. This is the estimated annual funding required to maintain the current average pavement condition rating. In addition, increases in TransNet funds above the FY14/15 level are anticipated to fund the Street Maintenance and Rehabilitation program in accordance with Council direction. The remaining annual programs are funded at levels that are fairly consistent with prior years.

TRANSNET PROGRAM OF PROJECTS

As of July 1, 2008, new TransNet funds that accrue to the City are being collected through the TransNet Extension Ordinance approved by San Diego area voters in November of 2004. The extended ordinance is considerably more complex than the original TransNet measure. Among the new procedures is a requirement to be clear with regard to programming of the new TransNet funds and to be transparent to the public so any interested party can comment on the use of these funds.

Five projects are being programmed with TransNet funds for Fiscal Years 2013/14 through 2017/18. These are:

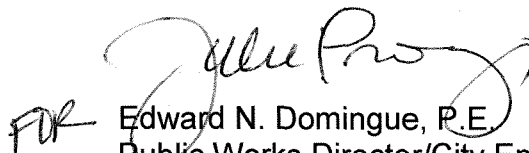
- ESC-02A, East Valley Pkwy and Valley Center Road, in the amount of \$3,170,230;
- ESC-04, Citracado Pkwy from West Valley Pkwy to Harmony Grove Road, in the amount of \$1,873,585;
- ESC-37, Pavement Maintenance, in the amount of \$5,440,175;
- ESC-38, Pavement Rehabilitation, in the amount of \$9,861,240;
- ESC-39, Traffic Signals & Intersections, in the amount of \$350,000.

TransNet funding for these projects constitutes the City of Escondido's Transnet Local Street Improvement Program of Projects for Fiscal Years 2013/14 through 2017/18. Resolution No. 2013-56 as presented for Council approval implements recommended funding to these projects for the remaining 2012 RTIP, and has been input into ProjectTrak, SANDAG's automated system for programming of regional highway and street funds by City staff. Amendments to the Program of Projects in the ProjectTrak system, if needed, are permitted by SANDAG quarterly.

Respectfully submitted,



Gilbert Rojas
Director of Finance



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

Capital Projects that City Council will Consider Approving on June 19th, 2013

List of Projects by Fund	Proposed FY 2013/14	Project Type*	Description Page in Budget
11th Avenue Park Site NEW	\$ 76,715	c	pg 9
Americans with Disabilities Act	30,000	m	pg 31
Bear Valley Pkwy/ San Pasqual to Boyle	450,000	c	pg 10
CDBG Community Service Programs	590,405	m	pg 31
Chestnut St Drainage Improvements NEW	12,950	c	pg 11
Computer Aided Dispatch	128,000	m	pg 31
Digester Cleaning	50,000	m	pg 31
E Valley Pkwy & Valley Center Rd	3,557,840	c	pg 12
EKG Monitors	38,315	m	pg 31
El Norte Parkway Bridge at Esc Creek	406,015	c	pg 13
Eldorado and Encino Drainage NEW	400,000	c	pg 14
Escondido Creek Art	73,900	c	pg 15
Escondido Creek Trail Lighting	200,000	m	pg 31
Grape Day Park Master Plan NEW	100,000	m	pg 32
Grape Day Park Play Equipment NEW	120,000	c	pg 16
Grape Street Improvements	272,070	c	pg 17
Interstate Corridor Management Grant NEW	108,920	m	pg 32
Jim Stone Pool NEW	88,000	c	pg 18
Kit Carson Park Play Equipment NEW	255,000	c	pg 19
Kit Carson Park Tennis Courts	50,000	m	pg 32
Library Books - Circulating	200,000	m	pg 32
Library Books Supplemental	60,000	m	pg 32
Library Technology	5,000	m	pg 32
Library Trust Special Projects	15,000	m	pg 32
Lindley Reservoir Replacement	1,500,000	c	pg 20
Literacy Projects (fr Designated for Literacy)	2,000	m	pg 32
Network Backbone Upgrade NEW (Trf from Central Svcs)	350,000	m	pg 32
Pavement Maintenance	3,177,675	m	pg 32
Pavement Rehabilitation	1,522,325	c	pg 21
PEG Channel Facilities Upgrade (Trf from Deposit Acct)	250,000	m	pg 32
Public Art Administration	24,835	m	pg 33
Recycled Water Easterly Main Extension	1,335,230	c	pg 22
Reidy Creek Greens Mower NEW	28,000	m	pg 33
Storm Drain Fees Available for Developer Reimbursement	5,100	m	
Traffic Infrastructure	109,920	m	pg 33
Traffic Signals & Intersections	150,000	c	pg 23
Transfer to General Fund - Street Maintenance	2,055,000	m	
Water Pipeline Replacement	327,285	c	pg 24
Total	\$ 18,125,500		

* m = Maintenance and Other Capital Outlay Project, c = Construction Project

RESOLUTION NO. 2013-55

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ADOPTING THE FIVE-YEAR CAPITAL
IMPROVEMENT PROGRAM FOR FISCAL
YEARS 2013/14 THROUGH 2017/18 AND
THE PROJECT BUDGETS FOR FISCAL
YEAR 2013/14

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

SECTION 1. That the budgets for all capital projects for the period July 1, 2013, through June 30, 2014, inclusive, contained in the Fiscal Years 2013/14 through 2017/18 Five-Year Capital Improvement Program and Budget Document (a copy of which is on file in the Office of the City Clerk) as amended by Council, are adopted as the final project budgets for Fiscal Year 2013/14. Amendments to this budget may be made from time to time following review and approval by minute action of the City Council.

SECTION 2. That the Fiscal Year 2013/14 amount designated for each project and each fund in the Five-Year Capital Project Improvement Program and Budget, on file with the City Clerk, are hereby appropriated to the fund for which it is designated. Such appropriations as adjusted shall be neither increased nor decreased without approval of the City Council, except for transfers within funds allowed under the City of Escondido's adopted budget adjustment policy. All amounts designated in each project budget on file with the City Clerk are hereby appropriated for such uses to the

fund under which they are listed, and shall be neither increased nor decreased without approval of the City Manager.

SECTION 3. Any Council action changing the above mentioned assumptions will cause the Five-Year Capital Improvement Program and FY 2013/14 Project Budgets to be revised and brought back to the City Council for modification.

RESOLUTION NO. 2013-56

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE ADOPTION OF AN
AMENDMENT TO THE TRANSNET LOCAL
STREET IMPROVEMENT PROGRAM OF
PROJECTS FOR FISCAL YEARS 2013
THROUGH 2017

WHEREAS, on November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan ("TransNet Extension Ordinance"); and

WHEREAS, the TransNet Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax ("TransNet") funds; and

WHEREAS, the City of Escondido was provided with an estimate of annual TransNet local street improvement revenues for fiscal years 2013 through 2017; and

WHEREAS, the City of Escondido has held a noticed public meeting with an agenda item that clearly identified the proposed list of projects prior to approval of the projects by its authorized legislative body in accordance with Section 5(A) of the TransNet Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31;

NOW THEREFORE, BE IT RESOLVED that Amendment 2012-06 which includes revising the Regional Transportation Improvement Program Budget to program

available TransNet funds in accordance with Table 1. A copy of Table 1 is attached as Exhibit "A" to this resolution and is incorporated by this reference.

BE IT FURTHER RESOLVED that pursuant to Section 2(C)(1) of the TransNet Extension Ordinance, the City of Escondido certifies that no more than 30 percent of its annual revenues shall be spent on maintenance-related projects.

BE IT FURTHER RESOLVED that pursuant to Section 4(E)(3) of the TransNet Extension Ordinance, the City of Escondido certifies that all new projects, or major reconstruction projects, funded by TransNet revenues shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the Ordinance and proposed shall be clearly noticed as part of the City of Escondido's public hearing process.

BE IT FURTHER RESOLVED that pursuant to Section 8 of the TransNet Extension Ordinance, the City of Escondido certifies that the required minimum annual level of local discretionary funds to be expended for street and road purposes will be met throughout the five-year period consistent with the most recent Maintenance of Effort Requirements adopted by SANDAG.

BE IT FURTHER RESOLVED that pursuant to Section 9A of the TransNet Extension Ordinance, the City of Escondido certifies that it will extract \$2,000, plus all applicable annual increases, from the private sector for each newly constructed residential housing unit in that jurisdiction to comply with the provisions of the Regional Transportation Congestion Improvement Program ("RTCIP").

BE IT FURTHER RESOLVED that pursuant to Section 13 of the TransNet Extension Ordinance, the City of Escondido certifies that it has established a separate Transportation Improvement Account for TransNet revenues with interest earned expended only for those purposes for which the funds were allocated.

BE IT FURTHER RESOLVED that pursuant to Section 18 of the TransNet Extension Ordinance, the City of Escondido certifies that each project of \$250,000 or more will be clearly designated during construction with TransNet project funding identification signs.

BE IT FURTHER RESOLVED that the City of Escondido does hereby certify that all other applicable provisions of the TransNet Extension Ordinance and SANDAG Board Policy No. 31 have been met.

BE IT FURTHER RESOLVED that the City of Escondido agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to City of Escondido's TransNet funded projects.

Table 1
 2012 Regional Transportation Improvement Program
 Amendment No. 6
 San Diego Region (in \$000s)

Escondido, City of

MPO ID: ESC02A

RTIP #:12-06

Project Title:

East Valley/Valley Center

Project Description:

East Valley Pkwy to Valley Center Dr, New Eureka Ranch St to E. Valley Pkwy - widen roadway from 4 to 6 lanes with raised medians and left turn pockets; modify signal at Lake Wohlford and Valley Center Road; widen bridge over Escondido Creek

Change Reason:

Increase funding

EARMARK NO: CA332/260

RAS (TA 4-67)

TransNet - LSI: CR

Capacity Status:CI

Exempt Category:Non-Exempt

Est Total Cost: \$9,393

Open to Traffic: Dec 2017

	TOTAL	PRIOR	12/13	13/14	14/15	15/16	16/17	PE	RW	CON
HPP	\$1,600	\$1,600							\$1,600	
TransNet - LSI	\$604			\$604						\$604
TransNet - LSI (Cash)	\$346		\$346							\$346
TransNet - LSI Carry Over	\$2,966		\$400	\$2,566					\$400	\$2,566
Local Funds	\$3,877	\$1,586		\$388	\$648	\$637	\$619	\$500		\$3,377
TOTAL	\$9,393	\$3,186	\$746	\$3,558	\$648	\$637	\$619	\$500	\$2,000	\$6,893

PROJECT LAST AMENDED 12-05

	TOTAL	PRIOR	12/13	13/14	14/15	15/16	16/17	PE	RW	CON
HPP	\$1,600	\$1,600							\$1,600	
TransNet - LSI	\$5,010					\$2,446	\$2,564			\$5,010
TransNet - LSI (Cash)	\$346		\$346							\$346
TransNet - LSI Carry Over	\$400		\$400						\$400	
Local Funds	\$1,586	\$1,586						\$500		\$1,086
TOTAL	\$8,942	\$3,186	\$746			\$2,446	\$2,564	\$500	\$2,000	\$6,442

**2012 Regional Transportation Improvement Program
 Amendment No. 6
 San Diego Region (in \$000s)**

Escondido, City of

MPO ID: ESC11								RTIP #:12-06			
Project Title:		Street Rehabilitation & Resurface						TransNet - LSI: Maint			
Project Description:		Citywide - Refer to City Maintenance Zone Map - reconstruction, resurfacing, chip sealing, crack filling and sidewalk repair									
Change Reason:		Reduce funding									
Capacity Status:		NCI Exempt Category:Safety - Pavement resurfacing and/or rehabilitation									
Est Total Cost: \$22,865											
	TOTAL	PRIOR	12/13	13/14	14/15	15/16	16/17	PE	RW	CON	
TransNet - L	\$1,904	\$1,904								\$1,904	
TransNet - L (Cash)	\$961	\$961								\$961	
TransNet - LSI	\$1,894	\$978	\$916							\$1,894	
TransNet - LSI Carry Over	\$3,598	\$499	\$3,099							\$3,598	
Local Funds	\$14,508	\$7,768	\$6,740					\$300		\$14,208	
TOTAL	\$22,865	\$12,110	\$10,755					\$300		\$22,565	
PROJECT LAST AMENDED 12-05											
	TOTAL	PRIOR	12/13	13/14	14/15	15/16	16/17	PE	RW	CON	
TransNet - L	\$1,904	\$1,904								\$1,904	
TransNet - L (Cash)	\$961	\$961								\$961	
TransNet - LSI	\$3,936	\$978	\$916	\$292		\$1,048	\$702			\$3,936	
TransNet - LSI Carry Over	\$3,598	\$499	\$3,099							\$3,598	
Local Funds	\$14,508	\$7,768	\$6,740					\$300		\$14,208	
TOTAL	\$24,907	\$12,110	\$10,755	\$292		\$1,048	\$702	\$300		\$24,607	

MPO ID: ESC32			RTIP #:12-06							
Project Title:	Escondido Creek Bike Path (ESBP)/ECBP Lighting and Restriping (part of Lump Sum SAN21)									
Project Description:	Escondido Creek Path from Broadway to Ash - 2 bike projects from FY10 allocation - only one remains.									
Change Reason:	Reduce funding									
Capacity Status:NCI			Exempt Category:Air Quality - Bicycle and pedestrian facilities							
Est Total Cost: \$316										
	TOTAL	PRIOR	12/13	13/14	14/15	15/16	16/17	PE	RW	CON
TransNet - BPNS	\$158	\$158								\$158
Local Funds	\$158		\$158							\$158
TOTAL	\$316	\$158	\$158							\$316
PROJECT LAST AMENDED 12-00										
	TOTAL	PRIOR	12/13	13/14	14/15	15/16	16/17	PE	RW	CON
TransNet - BPNS	\$682	\$682								\$682
Local Funds	\$158		\$158							\$158
TOTAL	\$840	\$682	\$158							\$840

**2012 Regional Transportation Improvement Program
 Amendment No. 6
 San Diego Region (in \$000s)**

Escondido, City of

MPO ID: ESC37

RTIP #:12-06

Project Title: Pavement Maintenance

TransNet - LSI: Maint

Project Description: This project includes maintenance of various streets primarily in the maintenance zone of focus, and those classified as Collector and above throughout the City. The City's maintenance zones can be identified in the uploaded Maintenance Zone Map. The remaining schedule for the 2012 RTIP is as follows: , FY14 - Maintenance Zone ES, FY15 - Maintenance Zone EN, FY16 - Maintenance Zone NE, FY17 - Maintenance Zone NW; , , - this is an annual project that includes maintenance (crackseal, chipseal, slurry, sidewalk repairs) of various street elements city-wide

Change Reason: New project

Capacity Status:NCI

Exempt Category:Safety - Pavement resurfacing and/or rehabilitation

Est Total Cost: \$11,765

	TOTAL	PRIOR	12/13	13/14	14/15	15/16	16/17	PE	RW	CON
TransNet - LSI	\$4,244			\$978	\$1,035	\$1,089	\$1,142			\$4,244
Local Funds	\$7,521			\$2,200	\$1,753	\$1,788	\$1,780			\$7,521
TOTAL	\$11,765			\$3,178	\$2,788	\$2,877	\$2,922			\$11,765

MPO ID: ESC38			RTIP #:12-06							
Project Title:	Pavement Rehabilitation/Reconstruction							TransNet - LSI: CR		
Project Description:	This project includes rehabilitation of various streets primarily in the maintenance zone of focus, and those classified as Collector and above throughout the City. The City's maintenance zones can be identified in the uploaded Maintenance Zone Map. The remaining schedule for the 2012 RTIP is as follows: , FY14 - Maintenance Zone ES, FY15 - Maintenance Zone EN, FY16 - Maintenance Zone NE, FY17 - Maintenance Zone NW - rehabilitate existing pavement greater than 1" in depth within the city's 8 maintenance zones									
Change Reason:	New project									
Capacity Status:NCI			Exempt Category:Safety - Pavement resurfacing and/or rehabilitation							
Est Total Cost: \$7,582										
	TOTAL	PRIOR	12/13	13/14	14/15	15/16	16/17	PE	RW	CON
TransNet - LSI	\$7,582			\$1,522	\$1,912	\$2,004	\$2,144			\$7,582
TOTAL	\$7,582			\$1,522	\$1,912	\$2,004	\$2,144			\$7,582

**2012 Regional Transportation Improvement Program
 Amendment No. 6
 San Diego Region (in \$000s)**

Escondido, City of

MPO ID: ESC39

RTIP #:12-06

Project Title: Traffic Signals

RAS (TA 7-44)

Project Description: This project is for construction of new signals and modification of existing signals Citywide; see the attached Priority Lists for project areas - construction of new signals and modification of existing signals Citywide. Signals will be constructed in accordance with the adopted traffic signal priority list

TransNet - LSI: CR

Change Reason: New project

Capacity Status:NCI Exempt Category:Other - Intersection signalization projects

Est Total Cost: **\$300**

	TOTAL	PRIOR	12/13	13/14	14/15	15/16	16/17	PE	RW	CON
TransNet - LSI	\$300			\$150	\$50	\$50	\$50	\$30		\$270
TOTAL	\$300			\$150	\$50	\$50	\$50	\$30		\$270

**2012 Regional Transportation Improvement Program
Amendment No. 6
San Diego Region (in \$000s)**

RTIP Fund Types

<u>Federal Funding</u>	
HPP	High Priority Program under SAFETEA-LU
IM	Interstate Maintenance Discretionary
<u>Local Funding</u>	
Local Funds AC	Local Funds - Advanced Construction; mechanism to advance local funds to be reimbursed at a later fiscal year with federal/state funds
TransNet-B	Prop. A Local Transportation Sales Tax - Bike
TransNet-BPNS	Prop. A Local Transportation Sales Tax extension - Bicycle, Pedestrian and Neighborhood Safety Program
TransNet-L	Prop. A Local Transportation Sales Tax - Local Streets & Roads
TransNet-L (Cash)	TransNet - L funds which agencies have received payment, but have not spent
TransNet-LSG	Prop. A Extension Local Transportation Sales Tax - Local Smart Growth
TransNet-LSI	Prop. A Extension Local Transportation Sales Tax - Local System Improvements
TransNet-LSI Carry Over	TransNet - LSI funds previously programmed but not requested/paid in year of allocation
TransNet-LSI (Cash)	TransNet - LSI funds which agencies have received payment, but have not spent

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: June 19, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Rich Buquet, Neighborhood Services Manager

SUBJECT: Bid Award for the Escondido Creek Trail Lighting Project and Public Hearing to approve an amendment to FY 2012-2013 CDBG Action Plan transferring funds from the Tulip Street Improvement Project to the Escondido Creek Trail Lighting Project

RECOMMENDATION:

It is requested that Council determine the apparent low bid submitted by Pro Tech Engineering, Corp. to be the lowest responsive and responsible bid and adopt 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.

It is also requested that Council approve an amendment to the FY 2012-2013 CDBG Action Plan for a budget adjustment transferring \$320,000 from the Tulip Street Improvement Project to the Escondido Creek Trail Lighting Project.

FISCAL ANALYSIS:

The City of Escondido receives annual formula allocations of CDBG program funding from the U.S. Department of Housing and Urban Development (HUD). This project will be funded with CDBG allocations, \$10,000 from 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, providing adjacent neighbors with safer, more attractive bicycle and pedestrian access.

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 17, 2013, the SANDAG Transportation Committee approved an amendment to the SANDAG grant, extending the completion date to September 18, 2013.

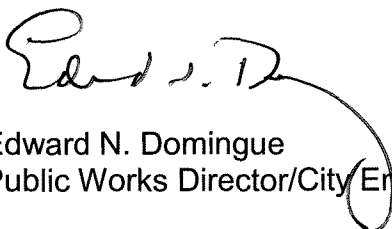
BACKGROUND:

The Escondido Creek Trail Lighting project consists of furnishing and installing approximately eighty-eight direct burial street lights to include trenching, pedestals and service points, furnishing and installing future camera system substructure, and providing the City with four light poles and fixtures. The City of Escondido received eleven sealed bids for this project ranging from \$546,880 to \$765,670.

The Engineers estimate for the project was \$600,000. Sealed bids were opened by the City Clerk on May 23, 2013 with the following results:

1. Pro Tech Engineering, Corp.	\$546,880.00
2. Pacific Winds Building	\$577,500.00
3. Global Power Group Inc.	\$662,699.80
4. HMS Construction, Inc.	\$669,271.00
5. Select Electric Inc.	\$699,600.00
6. Palm Engineering	\$699,700.00
7. Native Electrical Construction	\$700,000.00
8. Saturn Electric	\$723,591.00
9. Ace Electric, Inc.	\$724,950.00
10. T&M Electric, Inc.	\$765,328.22
11. Lekos Electric	\$765,670.00

Respectfully submitted,



Edward N. Domingue
Public Works Director/City Engineer



Rich Buquet
Neighborhood Services Manager



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: 6/6/13
Department: Public Works/Engineering
Division: Neighborhood Services
Project/Budget Manager: Rich Buquet 4579
Name Extension
Council Date (if applicable): June 19, 2013
(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
Tulip Street Improvements	338129 - <u>115</u>		320,000
Escondido Creek Trail Improvements	338499 - <u>115</u>	320,000	

Explanation of Request:

The Escondido Creek Trail Lighting project consists of furnishing and installing approximately 88 direct burial street lights to include trenching, pedestals and service points, furnishing and installing future camera system substructure and providing the city with 4' light poles and fixtures. The City of Escondido received eleven sealed bids, for this project, ranging from \$546,880 to \$765,670.

APPROVALS

Jack Cleveland 6/10/13
Department Head Date
Jack Cleveland 6/11/13
Finance Date

City Manager Date

City Clerk Date

Distribution (after approval):

Original: Finance

RESOLUTION NO. 2013-74

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
PRO TECH ENGINEERING, CORP. FOR THE
CONSTRUCTION OF THE ESCONDIDO CREEK
TRAIL LIGHTING PROJECT

WHEREAS, the Escondido City Council authorized an invitation for bids for the Escondido Creek Trail Lighting Project; and

WHEREAS, the City of Escondido opened the sealed bids for the construction of the Escondido Creek Trail Lighting Project on May 23, 2013; and

WHEREAS, the Public Works Director/City Engineer recommends awarding the bid to Pro Tech Engineering, Corp.; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said bid for the construction of the Escondido Creek Trail Lighting Project.

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 and finds Pro Tech Engineering, Corp. to be the lowest responsive and responsible bidder.

3. That the Mayor and the City Clerk are authorized to execute, on behalf of the City, a Public Improvement Agreement ("Agreement") with Pro Tech Engineering, Corp. for the construction of the Escondido Creek Lighting Project. A copy of the Agreement is attached as Exhibit "1" to this resolution and is incorporated by this reference.

Exhibit 1

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 Pro Tech Engineering Corp. (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

ESCONDIDO CREEK TRAIL LIGHTING PROJECT

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 Five Hundred and Forty Six Thousand, Eight Hundred and Eighty Dollars and No Cents (\$546,880.00).
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 **sixty (60) working or calendar days** from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed

that CONTRACTOR shall pay to CITY as fixed and liquidated damages, and not as a penalty, the sum(s) indicated in the LIQUIDATED DAMAGES SCHEDULE below for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the CITY as provided in the General Conditions.

Liquidated damages schedule:

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

Acknowledged:

Initials of Principal

6. In the event CONTRACTOR, for a period of **ten (10) calendar days** after receipt of written demand from CITY to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, or to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said **ten (10) calendar days**, fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor, or demanding the surety hire another contractor, or by any combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY. The permissible charges for any such procurement of the completion of said work should include actual costs and fees incurred to third party individuals and entities (including, but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by CITY for the increased dedication of time of CITY employees to the Project.
7. To the fullest extent permitted by law, the CONTRACTOR agrees to and does hereby agree to fully defend, indemnify and hold the CITY, its governing board, officers, agents, Project design team members (architect and consulting engineers), consultants, attorneys, and employees harmless of and from each and every claim, assertion, action, cause of action, arbitration, suit, proceedings, or demand made, and every liability, loss, judgment, award, damage, or expense, of any nature whatsoever (including attorneys' fees, consultant costs), which may be incurred by reason of:
- (a) Asserted and/or actual liability arises from claims for and/or damages resulting from damages for:
- (1) Death or bodily injury to persons.
 - (2) Injury to, loss or theft of tangible and/or intangible property/ e.g. economic loss.
 - (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

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.

APPROVED AS TO FORM:

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

By: _____

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

FUTURE CITY COUNCIL AGENDA ITEMS

June 13, 2013

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

JUNE 26, 2013

4:30 p.m.

CONSENT CALENDAR

Senior Nutrition – Meal Contract

(L. McKinney)

The Escondido Senior Center provides a nutrition program for seniors, Monday through Friday. This lunchtime program is primarily funded by grants through the County of San Diego AIS and CDBG, which helps to off-set costs. Under contract with the City, Redwood Senior Homes and Services will provide meals to the Escondido Senior Nutrition Program. Action by the Council is needed to extend this agreement for an additional year.

Senior Nutrition – Transportation Contract

(L. McKinney)

The Escondido Senior Center provides a nutrition program for seniors, Monday through Friday. This program is primarily funded by grants through the County of San Diego AIS and CDBG, which helps to off-set costs. Under contract with the City, Redwood Senior Homes and Services will provide door-to-door transportation for Escondido seniors, enabling them to access the program. Action by the Council is needed to extend this agreement for one year.

Senior Nutrition Contract

(L. McKinney)

The Escondido Senior Center provides a nutrition program for seniors, Monday through Friday. The cost of this program is offset primarily from a grant through the County of San Diego AIS.

Write-off Uncollectible Receivables

(G. Rojas)

The City has reviewed its outstanding receivables in order to ensure that resources are used efficiently and not devoted to the recovery of uncollectible receivables. As a result, certain outstanding loans have been deemed uncollectible where collection efforts have been exhausted and should therefore be removed from the City's general ledger.

Annual Submission of the City of Escondido's Investment Policy

(K. Hugins)

In accordance with California Government Code Section 53646(a)(2), the City Treasurer may annually prepare and submit to the legislative body a statement of Investment Policy and any changes thereto, which will be considered at a Public Meeting. The investment policy provides the City with guidelines for the investment of City funds.

Fiscal Year 2014 Office of Traffic Safety Sobriety Checkpoint Grant

(R. Benton)

The Escondido Police Department received a FY 2014 Sobriety Checkpoint Mini-grant from the California Office of Traffic Safety, through the National Highway Safety Administration, in the amount of \$184,000. Grant funds will enhance traffic safety programs from October 1, 2013 through September 30, 2014. The Police Department will use these funds to cover supply costs (reflective vests, cones, signage, etc.) and overtime costs for approximately 16 sobriety checkpoints.

JUNE 26, 2013

Continued

CONSENT CALENDAR Continued

Fiscal Year 2014 State of California Office of Traffic Safety Selective Traffic Enforcement Program Grant

(R. Benton)

The Escondido Police Department received a FY 2014 California Office of Traffic Safety Grant in the amount of \$106,110. Grant funds will enhance traffic safety programs from October 1, 2013 through September 30, 2014. The Police Department will use these funds to pay overtime expenses for saturation patrols, court stings, warrant sweeps, and related DUI enforcement details and to purchase supplies related to DUI enforcement.

Fiscal Year 2014 Department of Alcoholic Beverage Control Local Law Enforcement Grant

(R. Benton)

The Escondido Police Department received a FY 2014 Department of Alcoholic Beverage Control Local Law enforcement Grant in the amount of \$54,526. The Police Department will use this allocation to fund overtime and part-time salary expenses related to Shoulder Tap details, Minor Decoy operations and training. Grant funds will enhance local efforts to reduce alcohol-related problems in the community.

Lease Agreement with the Escondido Education Compact for Property Located at 220 South Broadway

(E. Domingue)

The Escondido Education Compact ("Compact") is relocating its business operations from its existing leased premises on East Valley Parkway at the City's request, in order to make room for the Heritage Digital Academy lease, which was approved by Council on May 22, 2013. The Compact would like to lease 220 South Broadway on an annual basis under similar terms as the existing lease agreement. The proposed rent is \$1500 per month.

Addition and Amendment to the Escondido Municipal Code to Establish Truck Routes

(E. Domingue)

The Truck Route Ordinance will be used to establish a system of arterials as Truck Routes to accommodate vehicles exceeding 10 tons. Designated truck hall routes increase public safety, inhibit premature deterioration to the asphalt surface of streets that were not designed to handle trucks, and prevent impeding the flow of other traffic. This Ordinance is an addition and an amendment to the existing Truck Terminal Access Article 8 in Chapter 28 of the Traffic Municipal Code.

Award Purchase of Fuels for Budget Year 2013-14

(E. Domingue)

Approve purchase of fuels (gasoline and diesel) from The SoCo Group, Inc. utilizing a City of San Diego Purchasing Agreement which contains a Public Agency Clause with renewable extensions.

Notice of Completion for Tract 858 – Paramount

(E. Domingue)

Tract 858 – Paramount is a residential multifamily subdivision which was built by Lyon Communities. The public improvements include street improvements, curb, gutter, sidewalk, water line, sewer line, storm drain, landscaping, streetlights, traffic signal and underground dry utilities.

JUNE 26, 2013

Continued

PUBLIC HEARINGS

Short-form Rent Review Board Hearing for Carefree Ranch (Case # 0697-20-9936)

(B. Redlitz)

This application meets all eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 12 month period of consideration from December 31, 2011 to December 31, 2012. 75% of that change in the CPI for the period is 1.163%. The average space rent for the 111 spaces subject to rent control is \$472.90. The average increase per space is approximately \$5.50.

Modification to Bernardo-Young Annexation, CASE PHG 13-0009

(B. Redlitz)

The annexation of three 1 acre+ residential lots into the City of Escondido totaling 3.42 acres, as well as a segment of Bernardo Avenue needed to create contiguity, was approved by Council on November 9, 2011. LAFCO subsequently approved the annexation adding the condition that the City accept a segment of Vereda Callada, a sub-standard County road. The applicant is requesting that the access drive, which promoted LAFCO's condition, be allowed to stay and that any improvements to Vereda Callada be delayed until such time that a building permit is requested. Accepting Vereda Callada without improvements would present liability issues for the City.

CURRENT BUSINESS

Designation of Voting Delegates and Alternates – League of California Cities

(D. Halverson)

The League's 2013 Annual Conference is scheduled for September 18-20 in Sacramento. At the Annual Business Meeting the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve.

WORKSHOP

Options for Council Policy Concerning Development of Downtown Utilities Infrastructure

(C. McKinney)

The Utilities Department requests that Council receive and file a presentation concerning options for the Council's policies regarding development of sewer and water infrastructure in Downtown Escondido.

Economic Development Element of 2013-2014 City Council Action Plan

(J. Masterson)

The City Council Action Plan represents the City Council's collective vision for Escondido's future and the key activities that will be used to achieve that vision.

Future Agenda Items (D. Halverson)

JULY 3, 2013

NO MEETING (Independence Day)