



Council Meeting Agenda

FEBRUARY 10, 2016
CITY COUNCIL CHAMBERS
3:30 P.M. Closed Session; 4:30 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

- | | |
|-----------------------------------|---|
| MAYOR | Sam Abed |
| DEPUTY MAYOR | Michael Morasco |
| COUNCIL MEMBERS | Olga Diaz
Ed Gallo
John Masson |
| CITY MANAGER | Graham Mitchell |
| CITY CLERK | Diane Halverson |
| CITY ATTORNEY | Jeffrey Epp |
| DIRECTOR OF COMMUNITY DEVELOPMENT | Jay Petrek |
| DIRECTOR OF PUBLIC WORKS | Ed Domingue |

ELECTRONIC MEDIA:

Electronic media which members of the public wish to be used during any public comment period should be submitted to the City Clerk's Office at least 24 hours prior to the Council meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Council during the meeting are part of the public record and may be retained by the Clerk.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.



Council Meeting Agenda

**February 10, 2016
3:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

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

ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) Speakers are limited to only one opportunity to address the Council under Oral Communications.

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

- I. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** 3333 Bear Valley Parkway (Kit Carson Park/Adult Softball Concession Stand)
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Mike's BBQ, Inc.
Under Negotiation: Price and Terms of Agreement

 - b. **Property:** 3333 Bear Valley Parkway (Kit Carson Park/Sports Center Concession Stand)
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: NC Garcia, Inc.
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT



Council Meeting Agenda

**February 10, 2016
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

PRESENTATIONS: Signing Ceremony with Rincon Band of Luiseno Indians
SANDAG Projects and Programs

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

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

4. **[ADOPTION OF A MITIGATED NEGATIVE DECLARATION FOR THE SPRUCE STREET DRAINAGE IMPROVEMENT PROJECT \(ENV 15-0010\) -](#)**

Request City Council approve the adoption of a Mitigated Negative Declaration prepared for the Spruce Street Drainage Improvement Project.

Staff Recommendation: **Approval (Community Development Department: Jay Petrek)**

RESOLUTION NO. 2016-07

5. **[BID AWARD AND BUDGET ADJUSTMENTS FOR THE GRAPE DAY PLAYGROUND IMPROVEMENT PROJECT -](#)**

Request City Council approve authorizing the bid award to GEM Industrial Electric, Inc., which was determined to be the lowest responsive and responsible bidder; authorize the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$341,870; and approve a Budget Adjustment for the Grape Day Playground Improvement Project.

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

RESOLUTION NO. 2016-21

6. **[NORTH REGIONAL ZONE MASTER AUTOMATIC AID AGREEMENT FOR FIRE-RESCUE RESPONSE AND SUPPORT ACTIVITIES -](#)**

Request City Council approve authorizing the Mayor and City Clerk to execute the updated Automatic Aid Agreement between the City of Escondido and other North Regional Zone fire departments.

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

RESOLUTION NO. 2016-26

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

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

7. **[AMENDMENT TO ESCONDIDO MUNICIPAL CODE SECTION 20-2 -](#)**

Approved on February 3, 2016 with a vote of 4/1 (Diaz voting no)

ORDINANCE NO. 2016-02 (Second Reading and Adoption)

PUBLIC HEARINGS

8. [CONDUCT A PUBLIC HEARING TO CONSIDER AN AMENDED RESOLUTION OF NECESSITY FOR EMINENT DOMAIN FOR THE CITRACADO PARKWAY EXTENSION PROJECT - ASSESSOR PARCEL NUMBER 235-040-15 \(PACIFIC HARMONY GROVE DEVELOPMENT, LLC, ET. AL.\) -](#)

Request City Council approve the adoption of Resolution No. 2016-25, which will replace the previously adopted Resolution of Necessity, Resolution No. 2015-165, authorizing the eminent domain proceeding and directing the City Attorney to commence an action in the Superior Court for the purpose of acquiring said real property.

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

RESOLUTION NO. 2016-25

CURRENT BUSINESS

9. [FINANCIAL REPORT FOR QUARTER ENDED DECEMBER 31, 2015 AND BUDGET ADJUSTMENTS -](#)

Request City Council receive and file the second quarter financial report and approve the following budget adjustments to amend the Fiscal Year 2015/16 operating budget: approve an increase to the Maintenance/Streets Department budget in the amount of \$31,325 to cover repair costs to City property from vehicle and other accidents; approve the use of \$100,000 in State mandated cost claim reimbursements to fund the Facade and Property Improvement Program; approve an increase to the City Parks Capital Improvement budget of \$30,000; approve an increase to the Library Department budget in the amount of \$28,615; and approve an increase to the Planning Department budget in the amount of \$53,285 to cover professional services costs for an environmental impact report for the Centerpointe 78 project.

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

10. [SOUTHWEST SEWER REALIGNMENT PROJECT: BID AWARD FOR CONSTRUCTION, AWARD OF CONSULTING AGREEMENT FOR CONSTRUCTION MANAGEMENT, AND BUDGET ADJUSTMENT -](#)

Request City Council approve authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with CCL Contracting, Inc., the lowest responsive and responsible bidder, in the amount of \$8,511,050 for construction of the Southwest Sewer Realignment Project; authorize the Mayor and City Clerk to execute a Consulting Agreement with NV5 in the amount of \$386,040 for construction management services; and approve a budget adjustment in the amount of \$3,890,000.

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

A) RESOLUTION NO. 2016-22 B) RESOLUTION NO. 2016-23

FUTURE AGENDA

11. [FUTURE AGENDA -](#)

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

CITY MANAGER'S UPDATE/BRIEFING

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

- [CITY MANAGER'S UPDATE -](#)

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
February 17	-	-	No Meeting	-
February 24	Wednesday	8:00 a.m.	State of the City	CCAE
March 2	Wednesday	3:30 p.m.	Board & Commission Interviews	Mitchell Room
March 9	-	-	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 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

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

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4

Date: February 10, 2016

TO: Honorable Mayor and Members of the City Council
FROM: Jay Petrek, Director of Community Development
SUBJECT: Adoption of a Mitigated Negative Declaration for the Spruce Street Drainage Improvement Project (ENV15-0010)

STAFF RECOMMENDATION:

It is requested that the City Council approve Resolution No. 2016-07 adopting a Mitigated Negative Declaration (MND) prepared for the Spruce Street Drainage Improvement Project. The Final MND with attachments/appendices can be viewed on the City's Web Site at: <https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/sprucestreet/FinalMNDSpruceSt.pdf>.

PROJECT DESCRIPTION:

The proposed project includes drainage improvement activities to reduce standing water and sedimentation, and to allow increased flow along an approximately 1/2 mile section of earthen and concrete-lined drainage channel adjacent to Spruce Street. A combination of maintenance and construction activities include repairs and improvements within the channel through the following measures:

- concrete and earthen channel dredging;
- culvert clean-out;
- installation of permanent manholes, concrete wingwalls, and sediment traps;
- vegetation clearing and trimming;
- access road clearing; and
- revegetation using drought-tolerant native plants.

PROJECT LOCATION:

The project area begins north of the intersection of South Spruce Street and West 3rd Avenue as a concrete-lined channel and conveys drainage west (downstream) before going underground at South Spruce Street. The channel daylights west of the intersection of West Grand Avenue and South Spruce Street as an earthen channel and flows west through a short culvert under West Valley Parkway, and then continues as an earthen channel until it drains into Escondido Creek (concrete-lined flood-control channel).

BACKGROUND:

The City of Escondido owns and operates a Municipal Separate Storm Sewer System (MS4) infrastructure that includes various stormwater facilities associated with flood control and drainage

throughout Escondido. The earthen and concrete-lined channel along Spruce Street has a long history of being chronically wet with standing water resulting in impacts to flood control, public health and safety, and water quality. As a result, the existing channel has experienced flooding and vector control issues. The City is using the County of San Diego Department of Environmental Health funding grant to implement a variety of drainage improvement activities to address these issues.

FISCAL ANALYSIS:

The City of Escondido was awarded a funding grant up to \$226,000 by the County of San Diego Department of Environmental Health under the Vector Habitat Remediation Program funding (fiscal year 2011–2012). The grant is planned to cover site assessment; site planning and engineering design; environmental review; and environmental permitting. The cost to implement the proposed project is estimated at approximately \$3 million. The City is seeking grants and other funding to supplement funds held in the CIP budget for the project.

GENERAL PLAN:

Storm Drainage Policy 14.11 in the Mobility and Infrastructure Element of the City of Escondido General Plan (2012) requires that the City “maintain flood control channels and storm drains through periodic dredging, repair, desilting, and clearing to prevent losses in effective use.”

ENVIRONMENTAL REVIEW:

A Draft Mitigated Negative Declaration (MND) was issued for the project in accordance with the California Environmental Quality Act (CEQA). The findings of this review are that the Initial Study/MND identified impacts related to biological and cultural/archaeological resources that may be potentially significant, but associated mitigation and avoidance measures would reduce these potential impacts to less-than-significant levels. All other project impacts studied were found to be less than significant. The City also has concluded necessary consultation with the Native American Tribes in accordance with Assembly Bill 52. No avoidance or mitigation measures for tribal cultural resources were necessary, and monitoring is not required. Staff did not receive any comments regarding the project or environmental document during the 30-day public review period. Project related environmental impacts obligate the city to perform various mitigation measures, which include preparation of a revegetation and monitoring plan to restore upland habitat impacted along the channel.

SUMMARY:

The project has been designed to 30% completion and upon conclusion of the environmental review process the appropriate permit applications would be prepared and submitted to the various federal, state and local agencies. The detailed engineering design will continue concurrently with the environmental permit application process.

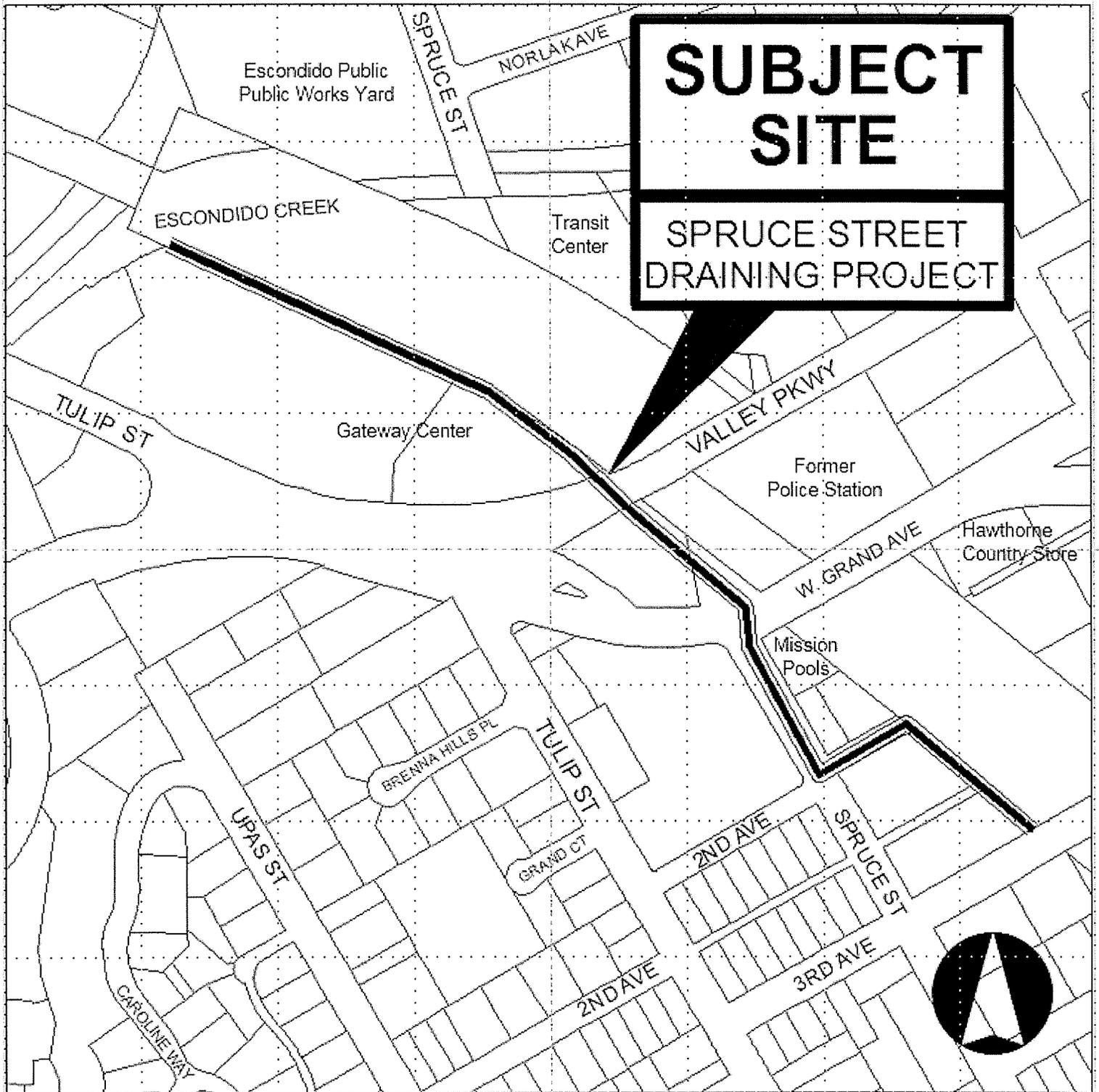
Respectfully Submitted,



Jay Petrek
Director of Community Development



Jay Paul
Associate Planner



RESOLUTION NO. 2016-07

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ADOPTING THE FINAL MITIGATED
NEGATIVE DECLARATION, CEQA FINDINGS
AND MITIGATION MONITORING AND
REPORTING PROGRAM FOR THE SPRUCE
STREET DRAINAGE IMPROVEMENT
PROJECT

Planning Case No.: ENV 15-0010

WHEREAS, the City of Escondido owns and operates a Municipal Separate Storm Sewer System (MS4) infrastructure that includes various stormwater facilities associated with flood control and drainage throughout Escondido. The earthen and concrete-lined channel along Spruce Street has a long history of being chronically wet with standing water resulting in impacts to flood control, public health and safety, and water quality. As a result, the existing channel has experienced flooding and vector control issues. The proposed project includes maintenance, drainage and construction activities to reduce standing water and sedimentation, and to allow increased flow along an approximately 1/2 mile section of the earthen and concrete-lined drainage channel from Third Avenue to the Escondido Creek Channel; and

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

WHEREAS, a Mitigated Negative Declaration (City File No. ENV15-0010) was prepared and issued to evaluate impacts and identify mitigation measures in accordance with the California Environmental Quality Act; and

WHEREAS, the City Council of the City of Escondido did on February 10, 2016, hold a public meeting to consider the proposed project and adoption of the Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program (MMRP); and

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

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

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

1. That the above recitations are true.
2. That the City Council has considered the Mitigated Negative Declaration together with all comments received during the public review process.
3. The findings of this review are that the Initial Study identified effects related to biological and cultural resources that might be potentially significant, but revisions in the project plans and/or mitigation measures agreed to by the City of Escondido would provide mitigation to a point where potential impacts are reduced to less than a significant level. The project would not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, or cause the fish or wildlife population to drop below self-sustaining levels. The project would not threaten to eliminate a plant or animal

community or substantially reduce the number or restrict the range of a rare or endangered plant or animal. The project would not eliminate important examples of the major periods of California history or prehistory. The project would not materially degrade levels of service of the adjacent streets, intersections, or utilities. The project would not have impacts that are cumulatively considerable, and would not have effects that would cause substantial adverse effects on human beings, either directly or indirectly. Therefore, the proposed project would not have a significant individual or cumulative impact on the environment.

4. That the Mitigation Monitoring and Reporting Program, attached as Exhibit "A" and incorporated by this reference, addresses mitigation for potential project-related impacts and the report will sufficiently mitigate and assign on-going responsibility for carrying out mitigation responsibilities which are appropriate to address and mitigate project-related impacts.

5. That upon consideration of the staff report (a copy of which is on file in the Office of the City Clerk), the findings and applicable law, the City Council finds that the project is consistent with the General Plan and adopts the Final Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Project.

EXHIBIT "A"

Mitigation Monitoring and Reporting Program (MMRP)

Spruce Street Drainage Improvement Project

PROJECT NAME: Mitigated Negative Declaration for Spruce Street Drainage Improvement Project (SCH #2015121103)

PROJECT DESCRIPTION: The City of Escondido owns and operates a Municipal Separate Storm Sewer System (MS4) infrastructure that includes various stormwater facilities associated with flood control and drainage in throughout Escondido. The earthen and concrete-lined channel along Spruce Street has a long history of being chronically wet with standing water resulting in impacts to flood control, public health and safety and water quality. The proposed project includes drainage improvement activities to reduce standing water and sedimentation, and to allow increased flow along the approximately 1/2 mile section of earthen and concrete-lined drainage channel adjacent to Spruce Street. A Mitigated Negative Declaration (MND) has been prepared pursuant to CEQA and provides an analysis of potential impacts from the proposed project.

PROJECT LOCATION: City of Escondido, CA. The project area begins north of the intersection of South Spruce Street and West 3rd Avenue as a concrete-lined channel and conveys drainage west (downstream) before going underground at South Spruce Street. The channel daylight west of the intersection of West Grand Avenue and South Spruce Street as an earthen channel and flows west through a short culvert under West Valley Parkway, and then continues as an earthen channel until it drains into Escondido Creek (concrete-lined flood-control channel).

APPLICANT/CONTACT PERSON: Jay Paul, Planning Dept.

PHONE NUMBER/Email: (760) 839-4537 jpaul@escondido.org

ASSOCIATED CASE NO.: ENV 15-0010

APPROVAL BODY/DATE: City Council, February 10, 2016

PROJECT MANAGER: Helen Davies-Utilities/Environmental Programs (760) 839-6315
hdavies@escondido.org

Phase at which the Mitigation Measures are to be implemented

Prior to issuance of grading permit/site grading

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
Biological Resources					
BIO-1 Nesting Season Avoidance	Vegetation clearing shall occur outside of the typical breeding season for raptors and migratory birds (February 15 through September 15). However, if this is not possible, then a qualified biologist will conduct a raptor nesting survey prior to construction to determine the presence or absence of nests in the riparian habitat, and the potential need for additional project mitigation measures.	BIO-1 Page 30 of MND	City of Escondido, Biologist, Project Manager		

Resolution No. 2016-07
 Exhibit A
 Page 1 of 4

EXHIBIT "A"

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
<p>BIO-2 Nest Buffers</p>	<p>To the greatest extent feasible, vegetation clearing, dredging, and other mechanized activities within 500 feet of undeveloped vegetation communities will be conducted outside the breeding season for federally protected migratory and listed bird species. In situations where these types of maintenance activities will occur adjacent to undeveloped vegetation communities during the breeding season (February 15 through September 15), the following measures will be implemented:</p> <ol style="list-style-type: none"> 1. A preconstruction survey for migratory birds shall be performed by a qualified biologist within 3 days prior to any removal of trees, shrubs, or structures on the project site. If no active nests are found, then no further action will be warranted. 2. If an active nest is detected on or within 300 feet of the project site (500 feet for raptors), no work shall be conducted within a 300-foot radius (500 feet for raptors) of the detected nest until a biological monitor determines the nest is no longer active. 	<p>BIO-2 Page 30 of MND</p>	<p>City of Escondido, Biologist, Project Manger</p>		
<p>BIO-3 5-Year Maintenance and Monitoring Plan</p>	<p>A revegetation and monitoring plan for 0.978 acre of in stream freshwater marsh and 0.985 acre of terrace and upland habitats would be prepared by the City. The City plans to restore the habitat beyond its existing state through a comprehensive revegetation plan that would include the use of native species. The City would identify a qualified restoration ecologist that would be responsible for preparing the revegetation and monitoring plan. The revegetation and monitoring plan would incorporate an appropriate native species palette to blend in with the existing and surrounding habitats. Preference for habitat community restoration would be determined by the qualified restoration ecologist, and based on the existing and surrounding habitats. The plan would include details of site preparation and implementation, planting specifications, and 5-year maintenance and monitoring procedures. The plan would outline yearly success criteria and remedial measures should the mitigation effort fall short of the success criteria.</p>	<p>BIO-3 Page 30 of MND</p>	<p>City of Escondido; Biologist/ Restoration Ecologist, Project Manager</p>		

Resolution No. 2016-07
 Exhibit A
 Page 2 of 4

EXHIBIT "A"

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
BIO-4 Mature Tree Protection	All tree replacement would be in accordance with the City's Tree Preservation and Grading Ordinance requirements for mature and any protected trees (Oaks). It is anticipated that any mature and any protected trees (Oaks) would be planted on-site or within adjacent City owned property. Tree replacement plan to be included as part of the revegetation plan noted in Bio 3.	BIO-4 Page 30 and 32 of MND	City of Escondido, Project Biologist/ Restoration Ecologist; Project Manager		
Cultural Resources					
CR-1 Avoidance of Archaeological Resources	If an unanticipated archaeological resource is discovered the contractor shall temporarily divert construction activities in the area of cultural resource and immediately notify the resident engineer, as appropriate, and the PI (Principle Investigator) (unless Monitor is the PI). The PI shall immediately notify appropriate City staff by phone of the incident, and shall also submit written documentation to City staff within 24 hours by fax or email with photos of the resource in context. The PI will assess the potential significance of the find and report to City staff. If feasible the unanticipated archaeological will be avoided. If an unanticipated discovery is significant and cannot be avoided see CR-2 below.	CR-1 Page 37 of MND	City of Escondido, Project Engineer, Project Manager, Archaeologist/ Principal Investigator		
CR-2 Testing of Archaeological Resources	If an unanticipated archaeological discovery is potentially significant and cannot be avoided, an evaluation plan that identifies research topics and procedures for evaluation of the resource will be prepared. The evaluation plan will be a standalone document and will be implemented prior to additional ground-disturbing maintenance activities.	CR-2 Page 37 of MND	City of Escondido, Project Engineer, Project Manager, Archaeologist		
CR-3 Data Recovery of Archaeological Resources	If an unanticipated archaeological discovery is significant and cannot be avoided, a treatment plan will outline the procedures for conducting data recovery. The treatment plan will be a stand-alone document and will be implemented prior to any additional ground-disturbing maintenance activities.	CR-3 Page 37 of MND	City of Escondido, Project Engineer, Project Manager, Archaeologist		

Resolution No. 2016-07
 Exhibit A
 Page 3 of 4

EXHIBIT "A"

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
CR-4 Treatment of Human Remains	If human remains are inadvertently discovered, they shall be treated according to appropriate state regulations(Public Resources Code Sections 5097.98, 5097.99, 5097.991, 7050.5, and 8010–8011 and Assembly Bill 2641); or on federal land Native American Graves Protection and Repatriation Act provisions, as outlined in the monitoring and discovery plan.	CR-4 Page 37 of MND	City of Escondido, Project Engineer, Project Manager, Archaeologist/ Principal Investigator		

CODE COMPLIANCE

Ongoing monitoring to ensure compliance with all mitigation measures, operational requirements, standards, codes and regulations.	City of Escondido Utilities-Environmental Programs City of Escondido Public Work Department
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Resolution No. 2016-07
 Exhibit A
 Page 4 of 4

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No: 5
Date: February 10, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Colin Kemper, Engineer II

SUBJECT: Bid Award and Budget Adjustments for the Grape Day Playground Improvement Project

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-21, authorizing the bid award to GEM Industrial Electric, Inc., which was determined to be the lowest responsive and responsible bidder, authorizing the Mayor and the City Clerk to execute a Public Improvement Agreement in the amount of \$341,870 and approving a Budget Adjustment for the Grape Day Playground Improvement Project.

FISCAL ANALYSIS:

This project of \$341,870 is funded with various sources.

- \$293,229 - Housing Related Parks (HRP) Program Grant and Park Development Funds
- \$15,000 - Transfer excess Housing Related Parks (HRP) funds from Washington Park Pool
- \$34,350 - Park Development Funds from two completed projects; Jesmond Dene Ballfield Lights and Grape Day Park Master Plan
- \$25,478 - Transfer of funds from Grape Day Park Restroom Design
- \$8,000 - Donation from the Historical Center

BACKGROUND:

This project is the first phase of work implementing the Grape Day Park Master Plan. The project consists of constructing a new playground structure, swing sets, and surrounding improvements in Grape Day Park. The playground was designed to implement many historical elements of the City of Escondido's agriculture heritage, while having architectural elements to match the existing Historical Walk. The park will have a gable roof play structure, orange crate climbing features, and tree like elements. The area will also receive new benches and be surrounded by trees to provide shade to the patrons.

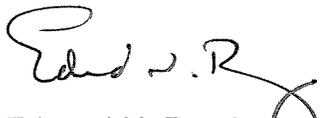
Bid Award for the Grape Day Park Playground Improvements
February 10, 2016
Page 2

On January 28, 2016, the City of Escondido received six (6) sealed bids in response to its advertised request for bids on this project. The bids were opened by the City Clerk with the following bid results:

Leonida Builders Inc	\$309,595	Non Responsive
GEM Industrial Electric, Inc.	\$341,870	Lowest Responsible Bidder
Straight Line Gen Cont, Inc.	\$345,242	
Palm Eng. Cont Co, Inc.	\$378,435	
AToM Engineering Construction	\$443,962	
Tri Group Construction	\$444,985	

The apparent low bid submitted by Leonida Builder Inc. was determined to be nonresponsive because of the failure to list a certified installer for the play equipment. Staff recommends rejection of this bid as nonresponsive. Staff recommends the second lowest bid, submitted by GEM Industrial Electric, Inc., to be considered the lowest responsive and responsible bid, and the contract be awarded to GEM Industrial Electric, Inc. in the amount of \$341,870. The lowest responsible bid is approximately 10 percent higher than the Engineers Estimate of \$310,000. Staff anticipates the work beginning in March and being completed by June 2016.

Respectfully submitted,



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



FOR Colin Kemper P.E.
Engineer II

RESOLUTION NO. 2016-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AWARDING A BID FOR THE GRAPE DAY PARK PLAYGROUND IMPROVEMENTS AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT WITH GEM INDUSTRIAL ELECTRIC, INC.

WHEREAS, the City Council has allocated funding for the Grape Day Park Playground Improvements ("Project"); and

WHEREAS, a notice inviting bids for said improvements was duly published; and

WHEREAS, pursuant to said notice, six (6) sealed bids for the Project were opened and evaluated on January 28, 2016; and

WHEREAS, GEM industrial Electric, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award this contract to GEM industrial Electric, Inc. in the amount of \$341,870; and

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

1. That the above recitations are true.
2. That the Mayor and the City Clerk are authorized to execute, on behalf of the City, a Public Improvement Agreement with GEM industrial Electric, Inc. in substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "1," and subject to final approval as to form by the City Attorney.

PUBLIC IMPROVEMENT AGREEMENT

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

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

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

GRAPE DAY PARK PLAYGROUND IMPROVEMENTS

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 Three Hundred Forty One Thousand Eight Hundred Seventy Dollars (\$\$341,870).
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 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

- (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. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation.
13. The terms "Project Documents" and/or "Contract Documents" where used, shall refer to those documents included in the definition set forth in the General Conditions made a part hereof.

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

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

By: _____
Diane Halverson, City Clerk

By: _____
Sam Abed, Mayor

APPROVED AS TO FORM:

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

By: _____

CONTRACTOR

By: _____
Signature

By: _____
Signature*

Print Name

Print Name

Title

Title

(Second signature required only for corporation)

By: _____
Signature**

Print Name

Title

(CORPORATE SEAL OF CONTRACTOR, if corporation)

Contractor's License No.

Tax ID/Social Security No.

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

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

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: February 10, 2016

TO: Honorable Mayor and Members of the City Council
FROM: Michael Lowry, Fire Chief
SUBJECT: North Regional Zone Master Automatic Aid Agreement for Fire-Rescue Response and Support Activities

RECOMMENDATION:

It is requested that the City Council approve Resolution 2016-26 authorizing the Mayor and City Clerk to execute the updated Automatic Aid Agreement between the City of Escondido and other North Regional Zone fire departments.

FISCAL ANALYSIS:

No fiscal impact. Each fire department represented in this North Zone Agreement shall be responsible for their own employee, benefit, insurance, and equipment costs. Additionally, it is understood that no funds shall be exchanged between parties for services provided under this Agreement.

PREVIOUS ACTION:

On September 18, 2002, the City Council approved Resolution 2002-231 executing the updated North Regional Zone Master Automatic Aid Agreement. The current Agreement presented is an update to this previous agreement.

SUMMARY:

The City of Escondido borders other jurisdictions who provide automatic aid for fire, medical and rescue resources. The North Regional Zone Automatic Aid Agreement has been in place for many years and offers an added level of protection to communities during times when resources are needed or when a quicker response can have a greater lifesaving impact.

Respectfully submitted,



Michael Lowry
Fire Chief

RESOLUTION NO. 2016-26

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, AN AGREEMENT WITH CERTAIN CITIES, DISTRICTS AND AGENCIES LOCATED IN SAN DIEGO COUNTY FOR FIRE-RESCUE RESPONSES AND SUPPORT ACTIVITIES

WHEREAS, automatic aid is based on having the closest fire department resources respond automatically for pre-arranged situations without regard to jurisdictional boundaries; and

WHEREAS, the Master Automatic Aid Agreement allows Escondido to share fire department resources with neighboring jurisdictions and vice versa; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to adopt the updated North Regional Zone Master Automatic Aid Agreement for Fire-Rescue Responses and Support Activities;

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 Fire Chief to adopt the updated North Regional Zone Master Automatic Aid Agreement for Fire-Rescue Responses and Support Activities.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City of Escondido ("City"), the North Regional Zone Master Automatic Aid Agreement for Fire-Rescue Responses and Support Activities ("Agreement") between the City and the

participating cities, districts, and agencies located in San Diego County. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.

**NORTH REGIONAL ZONE MASTER AUTOMATIC AID
AGREEMENT FOR FIRE-RESCUE RESPONSES & SUPPORT ACTIVITIES**

WHEREAS, certain cities, districts and others located in San Diego County maintain as part of their service, an organized and equipped Fire Department charged with the duty of fire protection, emergency medical, and rescue services within the limits of said jurisdictions, collectively referred to as the “agencies” and individually as “party” or “agency”; and

WHEREAS, it would be to the benefit of the agencies that the fire suppression, emergency medical, rescue services, incident management, fire investigation, support, and training services of each of their Fire Departments be, in some circumstances, extended outside of the jurisdictional limits of each party to this agreement; and into the jurisdictional limits of the other agencies; and

WHEREAS, under certain circumstances the agencies wish to have Fire Departments of the other agencies respond to fire suppression, emergency medical, and rescue incidents within the limits of their jurisdiction.

NOW, THEREFORE BE IT RESOLVED:

1. The agencies to this Automatic Aid Agreement (Agreement), as identified in Exhibit “A,” which is incorporated by reference, have agreed to respond to emergency alarms and related support activities (which include, but may not be limited to, fire suppression, medical, rescue, incident management, fire investigation, support, and training) outside of their respective service areas as delineated, now or in the future, by LAFCO, and within the delineated service areas of the other agencies, in accordance with the terms and conditions of this Agreement.
2. Any party to this Agreement may, upon determining mutual benefit, agree to provide resources without regard to political and/or jurisdictional boundaries, and adhere to the closest resource concept for determining response patterns as a part of this Agreement.
3. The details as to the method of operations, procedures, and other planning as may be necessary to effectuate this Agreement and type of units and responses shall be as set forth in the Operational Plan (Zone Emergency Operation Manual-EOM) in effect between the Fire Chiefs of the respective Fire Departments of the agencies.
4. Cooperative planning and interdepartmental training is necessary to support emergency incident activity. All resources covered by this Agreement should train together where

appropriate to ensure safe and effective incident operations. Each party shall bear the costs and expenses incurred for training its own personnel.

5. Non-emergency support, training and education activities will be coordinated and agreed upon between the Fire Chiefs or designees of the respective Fire Departments of the agencies.
6. Emergency medical patients requiring service or transport for medical care shall be billed for services provided by the party providing the services, at the established rate of such party.
7. There shall be an operational committee, which shall consist of the Chiefs or their designee of the respective Fire Departments of the agencies, for the purpose of implementing the provisions of this Agreement relating to operational procedures. Each party shall furnish to the others in writing the name and rank of all participating officers.
8. The duties of Incident Commander shall be assumed by the first fire officer from a participating agency who arrives at the scene of the incident, regardless of the jurisdiction in which the incident occurs. There shall be an orderly transfer of command when an Officer from the jurisdiction in which the incident occurs arrives at the scene, if said Officer chooses to assume Incident Command.
9. All agencies agree to indemnify the other agencies for any liability imposed upon the other agencies pursuant to Government Code Section 895.2, based upon a negligent or wrongful act or omission of the indemnifying party's officers, agents, or employees occurring in the performance of this Agreement. This indemnification agreement is entered into pursuant to Government Code Section 895.4 and is intended to eliminate the pro rata right of contribution described in Government Code Section 895.6 and the joint and several liability described in Government Code Section 895.2 agencies so that each party bears the liability and cost of its own negligence.
10. Each party to this Agreement shall maintain proper Worker's Compensation Insurance or be self-insured for Worker's Compensation liability covering its own employees without cost to the other agencies, and each party shall be responsible for all salary and benefits for its own personnel without cost to the other agencies.

11. Each of the agencies shall be fully responsible for all repairs, maintenance and upkeep, including gas, oil, lubrications, parts replacement and repair of casualty damage, of all its own equipment used, in furtherance of this Agreement, while said equipment is used outside of its service area. However, during prolonged suppression activities, the requesting party shall replenish chemical agents and fuel as needed; provide minor maintenance of fire suppression equipment; and provide for the well-being of personnel involved in the suppression activity.
12. The assurance of automatic aid set forth in this Agreement shall constitute the sole consideration for the performance. It is, therefore, understood and agreed that no money payments shall be made between the agencies, that no charges shall be assessed by any party against any other party, and that each party shall be fully responsible for all of its costs in connection with the performance of this Agreement except as provided for in Section 11.
13. Nothing in this Agreement shall limit any party from participating in separate agreements with other fire jurisdictions and shall have no effect upon the existing San Diego County Mutual Aid Agreement. Additionally, nothing in the indemnification provisions of Section 9, above, or in this Agreement is intended to, nor shall it operate or be interpreted to, eliminate, modify or abrogate the terms of agreements as between a party owning a training facility and any other party with respect to the use or rental of such training facility by such other party.
14. This Agreement shall become effective upon the execution by all of the agencies hereto and shall continue until terminated by mutual agreement of each of the individual agencies or until any party gives sixty (60) days written notice of intention to terminate to each of the other agencies. No cause shall be required for any termination. Termination of this Agreement by any party shall not terminate the Agreement with respect to the remaining agencies to the Agreement, each of which may determine their continued participation independently.

IN WITNESS WHEREOF, this Agreement has been executed by the agencies by their duly authorized officers.

Approved: _____
Date

JURISDICTION: _____

By: _____

Title: _____

By: _____

Title: _____

EXHIBIT "A"

NORTH REGIONAL ZONE MASTER AUTOMATIC AID

<u>Parties to the agreement</u>	<u>Ratification Date</u>
Camp Pendleton Fire and Emergency Services	
Carlsbad Fire Department	
Deer Springs Fire Protection District	
Del Mar Fire Department	
Encinitas Fire Department	
CSA 107 (Elfin Forest)	
Escondido Fire Department and Rincon Del Diablo Fire Protection District	
North County Fire Protection District	
Oceanside Fire Department	
Pala Reservation Fire Department	
Pauma Reservation Fire Department	
Rancho Santa Fe Fire Protection District	
Rincon Reservation Fire Department	
San Diego County Fire-CAL FIRE	
San Marcos Fire Department/Fire Protection District	
San Pasqual Reservation Fire Department	
Solana Beach Fire Department	
Valley Center Fire Protection District	
Vista Fire Department/Fire Protection District	

ORDINANCE NO. 2016-02

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING ESCONDIDO MUNICIPAL CODE
CHAPTER 20 PLANNING COMMISSION,
SECTION 20-2

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

SECTION 1. That Escondido Municipal Code Chapter 20 Planning Commission,
Section 20-2, is hereby repealed and replaced as follows:

Sec. 20-2. Composition; appointment of members.

The Planning Commission created by this chapter shall consist of seven (7) members who shall be appointed by the City Council. All members must reside within the geographic area covered by the city's general plan and no more than three (3) members may reside outside the city limits. The Planning Commission should include members of the general public and licensed design professionals. Members of the Planning Commission shall serve at the pleasure of the Council, and may be removed from office at any time, without cause.

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

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

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8

Date: February 10, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Debra Lundy, Real Property Manager

SUBJECT: Conduct a Public Hearing to Consider an Amended Resolution of Necessity for Eminent Domain for the Citracado Parkway Extension Project – Assessor Parcel Number 235-040-15 (Pacific Harmony Grove Development, LLC, et. al.)

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2016-25, a Resolution of Necessity authorizing initiation of an Eminent Domain Action.

FISCAL ANALYSIS:

Costs of the eminent domain action and the property interest acquisitions will come from an existing Capital Improvement Fund called the Citracado Parkway Extension Project #601704, which has an available balance of approximately \$8.3 million.

PREVIOUS ACTION:

The City Council considered this matter in the fall of 2015, as noted below.

BACKGROUND:

This amendment will serve to replace Resolution of Necessity (Resolution No. 2015-165), which was adopted by the City Council on September 23, 2015. This replacement resolution will include the Temporary Construction Deed and Public Right of Way Deed as exhibits. The items were not included as exhibits in the original resolution, but have become necessary.

The City of Escondido's Citracado Parkway Extension Project ("Project") involves the extension of Citracado Parkway between Harmony Grove Village Parkway and Andreasen Drive and will include the construction of new curb, gutter, sidewalk, medians with landscaping and a bridge over Escondido Creek. The Project will also provide for two lanes in each direction on Citracado Parkway between West Valley Parkway and Avenida Del Diablo. The Project is a major corridor for the City and is a necessary component of the City's General Plan that provides intra-city, and sub-regional service. The City has done an extensive review of the Project as outlined in the Environmental Impact Report for Citracado Parkway Extension Project, dated April 18, 2012 ("EIR"). The proposed alignment for the extension of Citracado Parkway was mostly within the City of Escondido, but three parcels were located within the County of San Diego. By working with the County of San Diego, LAFCO approved annexation of those properties into the City of Escondido in August 2015. The City

looked at alternatives which were solicited to the public for feedback through four community hosted meetings and three public meetings. These alternatives were evaluated for the Project as provided in the EIR. The Project as currently presented was located and planned to obtain the greatest public good and least private injury.

In the City's negotiations with the Owners, the Owners raised the fact that the Temporary Construction Deed and Public Right of Way Deed were not included in Resolution No. 2015-165. In addition, given the fact that negotiated resolution was not readily forthcoming, it was determined that the best course of action for the City would be to correct the clerical error and provide a more thorough analysis of the project in the context of the necessity of eminent domain.

The City has actually been in discussions with the subject parcel owners ("Owners") since 2012 in an effort to collaborate the City's Project and Owners' private development, obtain necessary temporary rights for various studies and work towards annexing relevant parcels into the City. The annexation was recently completed, placing the subject parcel within the City's jurisdiction.

The City has had the property interests appraised and presented the Owners with a statutory offer. Although the parties have each expressed an interest in entering into a cooperative agreement for the respective developments, the Owners have expressed an opinion that we are far apart on the value of the land rights sought by the City, as well as the value/scope of the portion of the Project the Owners would be responsible for as a condition of their private development project. In accordance with California Eminent Domain Law, the City invited the Owners to obtain their own appraisal. The Owners have been encouraged to exchange appraisal reports and submit a counter offer for the City's review and consideration. To date, no counter offer has been received and negotiations have stalled.

This action is required to allow the City of Escondido to proceed with an eminent domain action to acquire property interests in portions of Assessor Parcel Number 235-040-15 necessary for construction of the Citracado Parkway Extension Project. The subject parcel is the only non-City-owned parcel with public right of way impacts and is a key acquisition for the Project to go forward. The other properties impacted by the Project will likely only be impacted by temporary construction easements. If a settlement is not able to be reached with the subject Owners, the condemnation action will resolve the outstanding question of value and allow the City's Project to proceed in the interim.

Respectfully submitted,



Debra Lundy
Real Property Manager

RESOLUTION NO. 2016-25

AN AMENDED RESOLUTION OF NECESSITY
BY THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, TO ACQUIRE
CERTAIN REAL PROPERTY BY EMINENT
DOMAIN PROCEEDINGS AND DIRECTING THE
CITY ATTORNEY TO COMMENCE AN ACTION
IN THE SUPERIOR COURT FOR THE PURPOSE
OF ACQUIRING SAID REAL PROPERTY

HEARING DATE: February 10, 2016
Pacific Harmony Grove Development, LLC &
Mission Valley Corporate Center, LTD
APN: 235-040-15

(Supercedes Resolution No. 2015-165)

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

SECTION 1. The City Council of the City of Escondido, after Notice and Hearing pursuant to Code of Civil Procedure Section 1245.235, finds and determines and hereby declares that:

- (a) The public interest and necessity require the proposed project, namely, the Citracado Parkway Extension Project and property interests in a portion of property identified as Assessor Parcel Number 235-040-15 in the City of Escondido.
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.
- (c) The property sought to be acquired by this Resolution is necessary for the proposed project. Copies of the Temporary Construction Easement and Public

Right of Way Deed (including legal descriptions and plat maps) are attached as Exhibit "1" and are incorporated by this reference.

(d) The City of Escondido is authorized to acquire the parcel(s) described in Exhibit "1" herein and exercise the power of eminent domain for the public use set forth herein in accordance with the California Constitution and the California Eminent Domain Law.

SECTION 2. That the proposed uses of the property described in Exhibit "1" are public uses and are authorized by law; that the acquisition and taking of the real property described in Exhibit "1" is necessary to such public use and it is necessary that such real property is so acquired and taken.

SECTION 3. The property described in Exhibit "1" is being taken for the Citracado Parkway Extension Project, pursuant to the following sections of law:

- (a) Article I, Section XIX, of the California Constitution;
- (b) Code of Civil Procedure Section 1240.010, and 1240.120; and
- (c) Government Code Section 37350.5.

SECTION 4. That an offer of just compensation as required by Government Code Section 7267.2 has been made to the owners of record and has been refused by them.

SECTION 5. That the City Attorney of the City of Escondido, be and is hereby authorized and directed to institute eminent domain proceedings in the Superior Court of the State of California in and for the County of San Diego, in the name and on behalf of the City of Escondido, against all owners and claimants of the property described in

Exhibit "1," attached and incorporated by this reference, for the purposes of acquiring easement interest in such property for public use. This eminent domain proceeding shall be prosecuted in accordance with applicable provisions of law. The City Attorney is authorized to deposit the probable amount of compensation, based on an appraisal, and to apply for an order permitting the City of Escondido to take immediate possession and use of said property for said public uses and purposes.

SECTION 6. That portions of the said real property sought to be acquired are appropriated to public use, and that the proposed use will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonable be expected to exist in the future. That pursuant to Code of Civil Procedure Section 1240.510, the City of Escondido is authorized to acquire said real property by eminent domain.

SECTION 7. That the use for which any publicly owned parcels are to be taken is a more necessary public use than that to which the property is currently appropriated and the taking as to any publicly owned parcels is for a more necessary public use consistent with and authorized by Code of Civil Procedure Section 1240.610.

SECTION 8. That acquisitions are authorized to be paid out of the Capital Improvement Fund called Citracado Parkway Extension Project No. 601704.

RECORDING REQUESTED BY

City of Escondido

And When Recorded Mail To:

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

No recording fee required; this document
exempt from fee pursuant to Section 6103
of the California Government Code.

**CITY OF ESCONDIDO
TEMPORARY CONSTRUCTION EASEMENT (SLOPE)
ESC. DOCUMENT NO. M-02-15**

APN: por. 235-040-15

PACIFIC HARMONY GROVE DEVELOPMENT, LLC, a California limited liability company, as to an undivided 2/3 interest and **MISSION VALLEY CORPORATE CENTER, LTD**, a California limited partnership, as to an undivided 1/3 interest, GRANTOR(s) Owner(s) of the hereinafter described land, hereby GRANT(S) to

the **CITY OF ESCONDIDO**, a municipal corporation,

an easement for the purpose of temporary access for the construction of the Citracado Parkway Extension Project ("Project") for a period of twenty four (24) months commencing on the date the construction contract for the Project is signed and continuing until a Notice of Completion is filed, over and across the following described land:

Attached Exhibit "A" pages 1-4 and depicted on the attached Exhibit "B" pages 1-4

TOGETHER with the right to remove any improvement, brush, trees, shrubs, and other growth thereon, unless otherwise herein provided, to cut grade and fill grade and construct slopes thereon; and with the right of ingress and egress at all times to said easement and from the same.

**TEMPORARY CONSTRUCTION EASEMENT (SLOPE)
ESC. DOCUMENT NO. M-02-15**

PROVIDED FURTHER, that GRANTORS, their successors and assigns, agree not to erect buildings or structures upon any portion of the above described Easement.

PROVIDED FURTHER, that GRANTORS, their successors and assigns, reserve the right to re-grade the slope easement areas depicted on EXHIBIT "A" to develop their property, subject to approval by the GRANTEE of a Grading Plan and Grading Permit, approval of which shall not be unreasonably withheld. GRANTEE will be responsible for slope and drainage maintenance depicted on EXHIBIT "A" until the completion of the project or such time as GRANTOR, their successors and assigns re-grade the property and alter the slopes and drainage shown on EXHIBIT "A".

IN WITNESS WHEREOF, the GRANTOR has hereunto subscribed their names this
date of _____, 20____.

PACIFIC HARMONY GROVE DEVELOPMENT, LLC

Date: _____

X _____

By: _____
(print name)

Its: _____
(title)

MISSION VALLEY CORPORATE
CENTER, LTD

Date: _____

X _____

By: _____
(print name)

Its: _____
(title)

CITY OF ESCONDIDO DOC. NO.: M-02-15
TITLE OR TYPE OF DOCUMENT: TEMPORARY CONSTRUCTION EASEMENT
(SLOPE)
GRANTOR: PACIFIC HARMONY GROVE DEVELOPMENT, LLC & MISSION
VALLEY CORPORATE CENTER, LTD

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

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

On _____ (date) before me, _____,

a Notary Public, personally appeared

(name(s) of signers)

___ personally known to me - **OR** - ___ 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 acknowledge 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.

Witness my hand and official seal.

Signature of Notary

CITY ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the attached deed or grant, dated as shown hereon and from the persons named (Grantor) to the City of Escondido, a municipal corporation, is hereby accepted pursuant to Ordinance Number 2008-12 of the City Council of the City of Escondido, dated November 19, 2008, and the Grantee consents to recordation thereof by said Grantees duly authorized officer.

Debra Lundy, Real Property Manager

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 235-040-15

THOSE PORTIONS OF THAT REAL PROPERTY SITUATED IN AND COMPRISING THE MAJOR PORTION OF LOT 2, AND THE NORTHEASTERLY PORTION OF LOT 4, ALL IN BLOCK 308-A OF THE SUBDIVISION OF A PORTION OF SECTION 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP OF RANCHO RINCON DEL DIABLO, NO. 724, MADE BY J.M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, AUGUST 13, 1892, INCLUDED WITHIN LAND PER DEED TO MISSION VALLEY CORPORATE CENTER, LTD (MISSION VALLEY LAND) RECORDED JANUARY 25, 2011 AS DOCUMENT NO. 2011-0045365 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID MISSION VALLEY LAND; THENCE ALONG THE WESTERLY LINE THEREOF SOUTH 30°29'29" WEST 89.50 FEET TO THE TRUE POINT OF BEGINNING;

1. THENCE LEAVING SAID WESTERLY LINE SOUTH 14°23'30" 5.56 FEET;
2. THENCE SOUTH 16°47'27" WEST 10.57 FEET;
3. THENCE SOUTH 14°52'37" WEST 11.28 FEET;
4. THENCE SOUTH 24°57'52" WEST 12.28 FEET;
5. THENCE SOUTH 25°50'36" WEST 9.92 FEET;
6. THENCE SOUTH 26°11'34" WEST 10.51 FEET;
7. THENCE SOUTH 25°38'35" WEST 20.83 FEET;
8. THENCE SOUTH 24°26'31" WEST 10.20 FEET;
9. THENCE SOUTH 22°22'06" WEST 2.99 FEET TO THE NORTHEASTERLY LINE OF LAND PER DEED TO THE RADCLIFF FAMILY TRUST RECORDED JANUARY 16, 2008 AS DOCUMENT NO. 2008-0021641 OF OFFICIAL RECORDS;
10. THENCE ALONG SAID NORTHEASTERLY LINE NORTH 59°30'31" WEST 13.11 FEET TO THE WESTERLY LINE OF SAID MISSION VALLEY LAND;
11. THENCE ALONG SAID WESTERLY LINE NORTH 30°29'29" EAST 92.92 FEET TO THE TRUE POINT OF BEGINNING;

AREA = 756 SQUARE FEET, MORE OR LESS

TOGETHER WITH:

PARCEL 2

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID MISSION VALLEY LAND; THENCE ALONG THE WESTERLY LINE THEREOF SOUTH 30°29'29" WEST 18.46 FEET TO THE TRUE POINT OF BEGINNING;

1. THENCE LEAVING SAID WESTERLY LINE SOUTH 89°26'44" EAST 129.92 FEET TO THE BEGINNING OF A TANGENT 20.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
2. THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°56'25" A DISTANCE OF 26.86 FEET;
3. THENCE SOUTH 12°30'18" EAST 860.36 FEET;
4. THENCE SOUTH 77°29'42" WEST 18.95 FEET;
5. THENCE NORTH 59°00'15" WEST 59.72 FEET;
6. THENCE NORTH 59°52'45" WEST 45.67 FEET;
7. THENCE NORTH 59°49'32" WEST 46.99 FEET;
8. THENCE NORTH 67°57'04" WEST 20.84 FEET;
9. THENCE NORTH 69°28'53" WEST 33.92 FEET;
10. THENCE SOUTH 32°15'13" WEST 21.55 FEET;
11. THENCE SOUTH 16°30'39" WEST 42.44 FEET;
12. THENCE SOUTH 64°03'25" EAST 16.31 FEET;
13. THENCE SOUTH 70°31'29" EAST 22.45 FEET;
14. THENCE SOUTH 66°59'58" EAST 101.28 FEET;
15. THENCE SOUTH 66°53'43" EAST 24.24 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID MISSION VALLEY LAND;
16. THENCE ALONG SAID SOUTHERLY LINE SOUTH 16°21'58" WEST 10.07 FEET;
17. THENCE LEAVING SAID SOUTHERLY LINE NORTH 66°53'43" WEST 25.42 FEET;
18. THENCE NORTH 66°59'58" WEST 100.96 FEET;
19. THENCE NORTH 70°31'29" WEST 22.70 FEET;
20. THENCE NORTH 64°03'25" WEST 25.35 FEET;
21. THENCE NORTH 16°30'39" EAST 52.30 FEET;
22. THENCE NORTH 32°15'13" EAST 31.07 FEET;
23. THENCE SOUTH 69°28'53" EAST 42.19 FEET;
24. THENCE SOUTH 67°57'04" EAST 21.69 FEET;
25. THENCE SOUTH 59°49'32" EAST 47.70 FEET;
26. THENCE SOUTH 59°52'45" EAST 45.74 FEET;
27. THENCE SOUTH 59°00'15" EAST 35.08 FEET;
28. THENCE NORTH 12°30'18" WEST 828.15 FEET;
29. THENCE NORTH 89°26'44" WEST 139.25 FEET TO THE WESTERLY LINE OF SAID MISSION VALLEY LAND;
30. THENCE ALONG SAID WESTERLY LINE NORTH 30°29'29" EAST 34.62 FEET TO THE TRUE POINT OF BEGINNING;

AREA = 34,451 SQUARE FEET, MORE OR LESS

TOGETHER WITH:

PARCEL 3

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID MISSION VALLEY LAND; THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 89°26'44" EAST 227.33 FEET TO THE TRUE POINT OF BEGINNING;

1. THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°26'44" EAST 30.80 FEET;
2. THENCE LEAVING SAID NORTHERLY LINE SOUTH 12°30'18" EAST 883.69 FEET TO THE BEGINNING OF A TANGENT 2224.00-FOOT RADIUS CURVE CONCAVE EASTERLY;
3. THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°32'48" A DISTANCE OF 21.22 FEET TO THE SOUTHEASTERLY LINE OF SAID MISSION VALLEY LAND;
4. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 26°37'43" WEST 46.54 FEET TO THE BEGINNING OF A NON-TANGENT 2254.00-FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 76°02'16" WEST;
5. THENCE LEAVING SAID SOUTHEASTERLY LINE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°27'26" A DISTANCE OF 57.33 FEET;
6. THENCE NORTH 12°30'18" WEST 890.65 FEET TO THE TRUE POINT OF BEGINNING;

AREA = 27,795 SQUARE FEET, MORE OR LESS

TOGETHER WITH:

PARCEL 4

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID MISSION VALLEY LAND; THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 89°26'44" EAST 396.79 FEET, THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°31'47" EAST 2.41 FEET TO THE TRUE POINT OF BEGINNING;

7. THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°31'47" EAST 19.39 FEET TO THE BEGINNING OF A NON-TANGENT 55.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 86°28'40" WEST;
8. THENCE LEAVING SAID NORTHERLY LINE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 120°35'11" A DISTANCE OF 115.75 FEET;
9. THENCE NORTH 62°56'09" EAST 111.83 FEET TO SAID NORTHERLY LINE OF MISSION VALLEY LAND;
10. THENCE ALONG SAID NORTHERLY LINE SOUTH 89°31'47" EAST 39.39 FEET;
11. THENCE LEAVING SAID NORTHERLY LINE SOUTH 62°28'51" WEST 146.18 FEET TO THE BEGINNING OF A TANGENT 74.37-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;

12. THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 120°14'45" A DISTANCE OF 156.09 FEET TO THE TRUE POINT OF BEGINNING;

AREA = 5,067 SQUARE FEET, MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. DIVIDE DISTANCES SHOWN BY 0.999931461 TO OBTAIN GROUND DISTANCES.

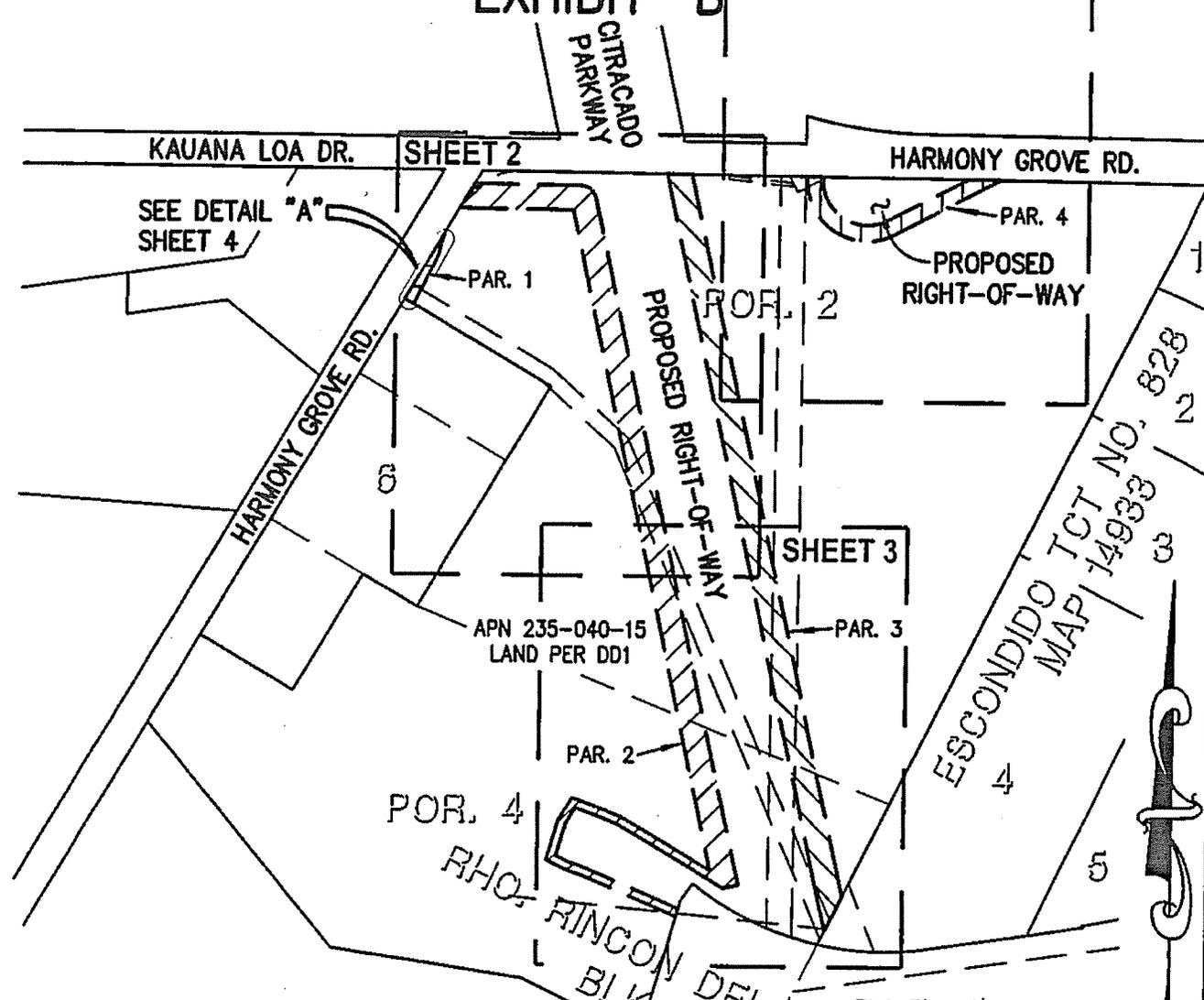
DRAFT

SIGNATURE _____
MICKEY B. AGUIRRE, RCE 27648

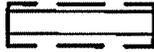


EXHIBIT "B"

SHEET 4

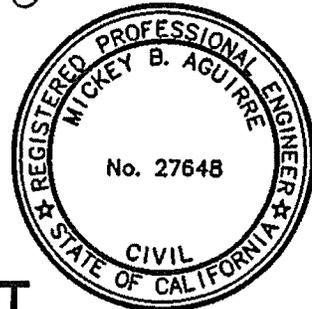


LEGEND

-  TCE PARCEL 1
756 SQUARE FEET MORE OR LESS
-  TCE PARCEL 2
34,451 SQUARE FEET MORE OR LESS
-  TCE PARCEL 3
27,795 SQUARE FEET MORE OR LESS
-  TCE PARCEL 4
5,067 SQUARE FEET MORE OR LESS

DD1 DEED REC. 1/25/2011 AS DOC. NO. 2011-0045365 O.R.

TCE TEMPORARY CONSTRUCTION EASEMENT



DRAFT

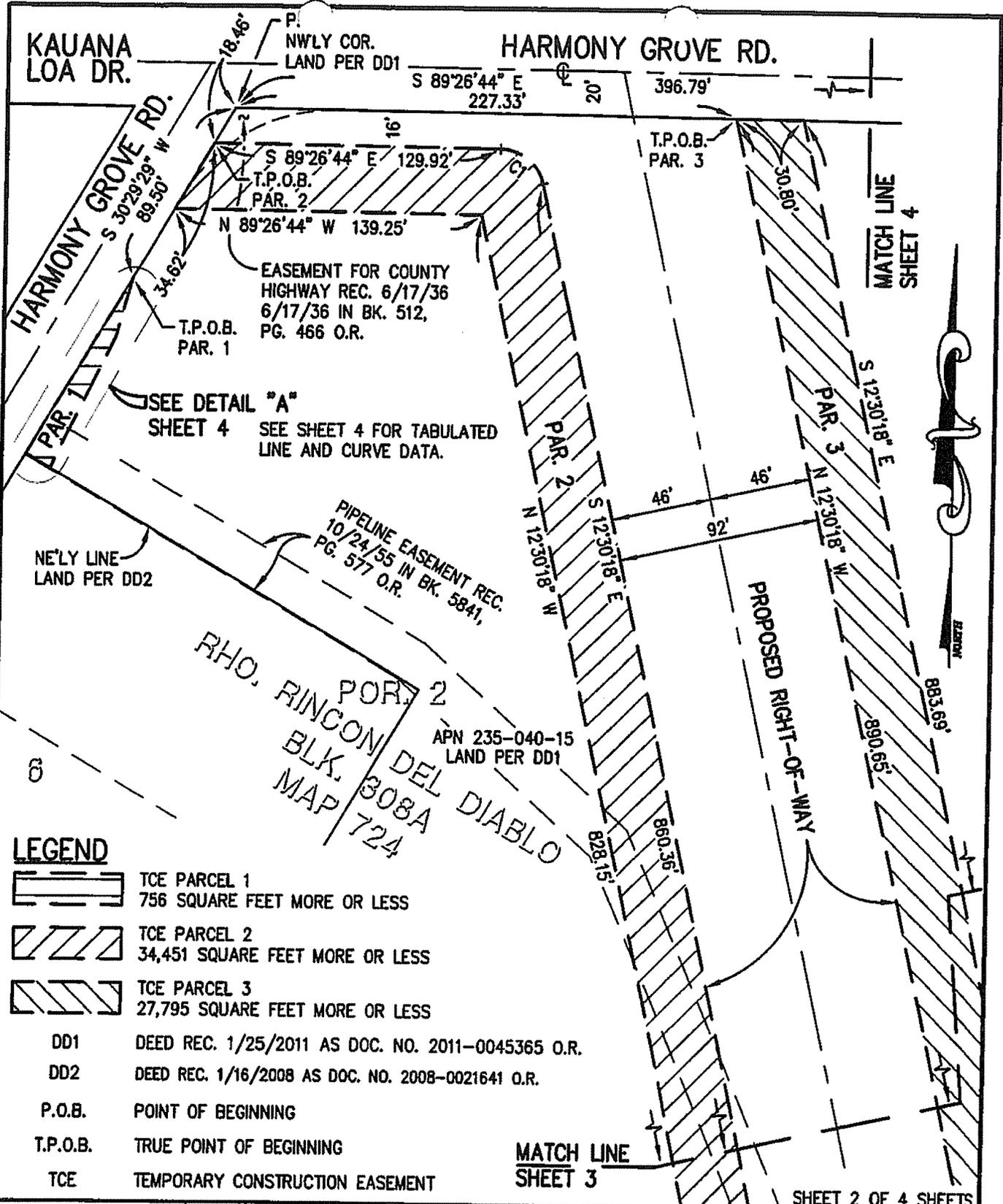
SHEET 1 OF 4 SHEETS

REVISED BY	DATE	CITY OF ESCONDIDO EXHIBIT "B" TEMPORARY CONSTRUCTION EASEMENT APN 235-040-15	SCALE 1" = 200'
APPROVED BY	DATE		REF.
CHECKED BY MA	DATE 12-29-14		TRACING NO.
DRAWN BY KA	DATE 12-22-14		

Resolution No. 2016-25
 EXHIBIT 1
 Page 9 of 22

KAUANA
LOA DR.

HARMONY GROVE RD.



EASEMENT FOR COUNTY
HIGHWAY REC. 6/17/36
6/17/36 IN BK. 512,
PG. 466 O.R.

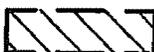
SEE DETAIL "A"
SHEET 4 SEE SHEET 4 FOR TABULATED
LINE AND CURVE DATA.

PIPELINE EASEMENT REC.
10/24/55 IN BK. 5841,
PG. 577 O.R.

RHO. RINCON DEL DIABLO
BLK. 308A
MAP 724

APN 235-040-15
LAND PER DD1

LEGEND

-  TCE PARCEL 1
756 SQUARE FEET MORE OR LESS
-  TCE PARCEL 2
34,451 SQUARE FEET MORE OR LESS
-  TCE PARCEL 3
27,795 SQUARE FEET MORE OR LESS
- DD1 DEED REC. 1/25/2011 AS DOC. NO. 2011-0045365 O.R.
- DD2 DEED REC. 1/16/2008 AS DOC. NO. 2008-0021641 O.R.
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- TCE TEMPORARY CONSTRUCTION EASEMENT

REVISED BY	DATE
APPROVED BY	DATE
CHECKED BY MA	DATE 12-29-14
DRAWN BY KA	DATE 12-22-14

CITY OF ESCONDIDO

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
APN 235-040-15

SCALE 1" = 60'
REF.
TRACING NO.

SHEET 2 OF 4 SHEETS

Resolution No. 2016-25
EXHIBIT
Page 10 of 22



MATCH LINE
SHEET 2

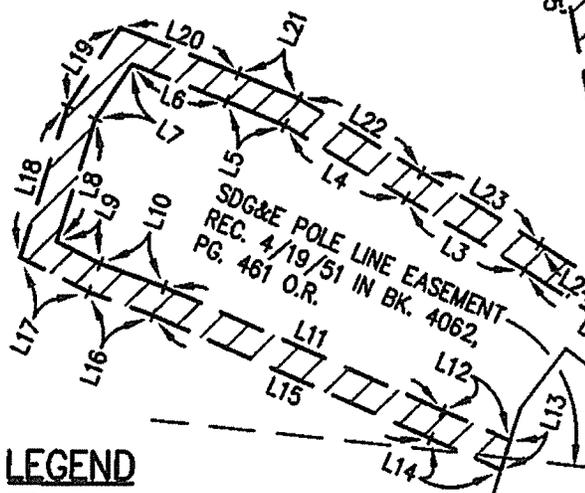
30' SDG&E POLE LINE
EASEMENT REC. 3/22/61
AS INST. NO. 50177 O.R.

PIPELINE EASEMENT REC.
10/24/55 IN BK. 5841,
PG. 577 O.R.

SEE SHEET 4 FOR TABULATED
LINE AND CURVE DATA.

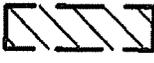
APN 235-040-15
LAND PER DD1

RHO. RINCON
DEL DIABLO
BLK. 308A
MAP 724



SDG&E POLE LINE EASEMENT
REC. 4/19/51 IN BK. 4062,
PG. 461 O.R.

LEGEND

-  TCE PARCEL 2
34,451 SQUARE FEET MORE OR LESS
-  TCE PARCEL 3
27,795 SQUARE FEET MORE OR LESS

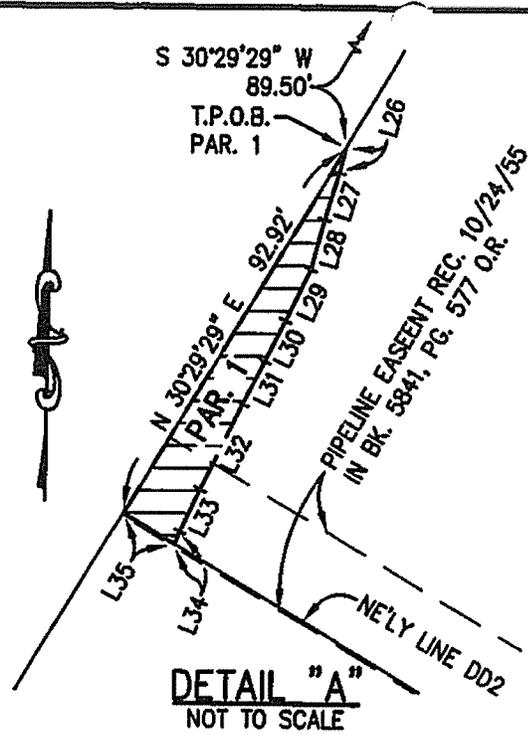
DD1 DEED REC. 1/25/2011 AS DOC. NO. 2011-0045365 O.R.

TCE TEMPORARY CONSTRUCTION EASEMENT

SHEET 3 OF 4 SHEETS

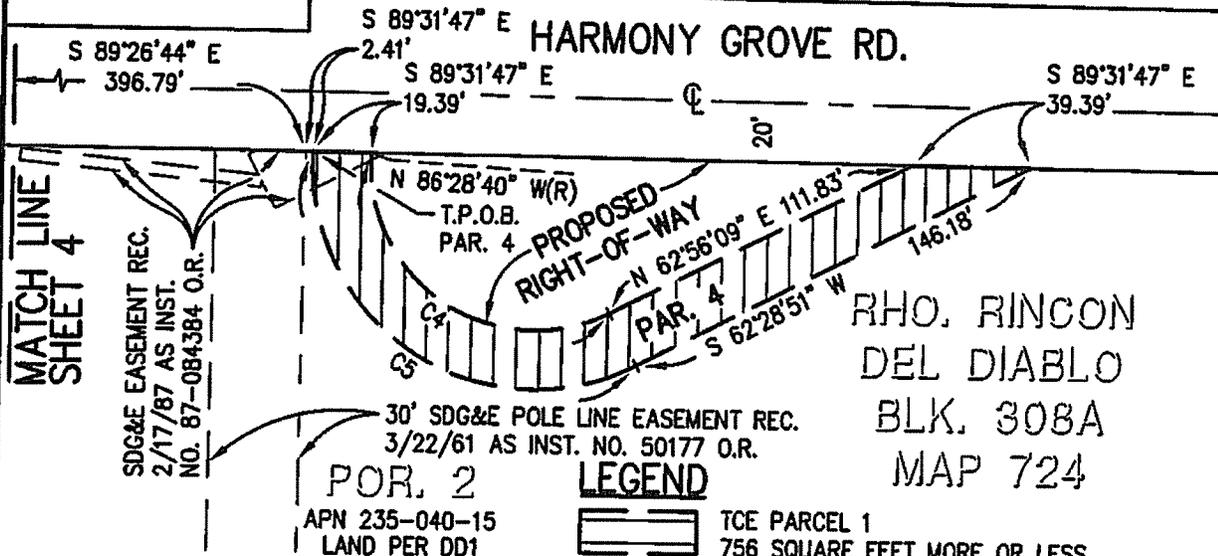
REVISED BY	DATE	CITY OF ESCONDIDO	SCALE
APPROVED BY	DATE		1" = 60'
CHECKED BY	DATE	EXHIBIT "B" TEMPORARY CONSTRUCTION EASEMENT APN 235-040-15	REF.
DRAWN BY	DATE		TRACING NO.

Resolution No. 2016-25
EXHIBIT 1
Page 11 of 20



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 77°29'42" W	18.95'
L2	N 59°00'15" W	59.72'
L3	N 59°52'45" W	45.67'
L4	N 59°49'32" W	46.99'
L5	N 67°57'04" W	20.84'
L6	N 69°28'53" W	33.92'
L7	S 32°15'13" W	21.55'
L8	S 16°30'39" W	42.44'
L9	S 64°03'25" E	16.31'
L10	S 70°31'29" E	22.45'
L11	S 66°59'58" E	101.28'
L12	S 66°53'43" E	24.24'
L13	S 16°21'58" W	10.07'
L14	N 66°53'43" W	25.42'
L15	N 66°59'58" W	100.96'
L16	N 70°31'29" W	22.70'
L17	N 64°03'25" W	25.35'
L18	N 16°30'39" E	52.30'

LINE TABLE (CONT.)		
LINE	BEARING	LENGTH
L19	N 32°15'13" E	31.07'
L20	S 69°28'53" E	42.19'
L21	S 67°57'04" E	21.69'
L22	S 59°49'32" E	47.70'
L23	S 59°52'45" E	45.74'
L24	S 59°00'15" E	35.08'
L25	S 26°37'43" W	46.54'
L26	S 14°23'30" W	5.56'
L27	S 16°47'27" W	10.57'
L28	S 14°52'37" W	11.28'
L29	S 24°57'52" W	12.28'
L30	S 25°50'36" W	9.92'
L31	S 26°11'34" W	10.51'
L32	S 25°38'35" W	20.83'
L33	S 24°26'31" W	10.20'
L34	S 22°22'06" W	2.99'
L35	N 59°30'31" W	13.11'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	76°56'25"	20.00'	26.86'
C2	0°32'48"	2224.00'	21.22'
C3	1°27'26"	2254.00'	57.33'
C4	120°35'11"	55.00'	115.75'
C5	120°14'45"	74.37'	156.09'

- LEGEND**
- TCE PARCEL 1
756 SQUARE FEET MORE OR LESS
 - TCE PARCEL 4
5,067 SQUARE FEET MORE OR LESS
 - DD1 DEED REC. 1/25/2011 AS DOC. NO. 2011-0045365 O.R.
 - DD2 DEED REC. 1/16/2008 AS DOC. NO. 2008-0021641 O.R.
 - TCE TEMPORARY CONSTRUCTION EASEMENT
 - T.P.O.B. TRUE POINT OF BEGINNING

REVISED BY	DATE
APPROVED BY	DATE
CHECKED BY MA	DATE 12-29-14
DRAWN BY KA	DATE 12-23-14

CITY OF ESCONDIDO

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
APN 235-040-15

SHEET 4 OF 4 SHEETS

SCALE 1" = 60'

REF.

TRACING NO.

Resolution No. 2016-25
 EXHIBIT 1
 Page 12 of 22

RECORDING REQUESTED BY

the City of Escondido

Resolution No. 2016-25
EXHIBIT 1
Page 13 of 22

And When Recorded Mail to:

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

APN por. 235-040-15

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

CITY OF ESCONDIDO
PUBLIC RIGHT OF WAY GRANT DEED
ESCONDIDO DOC. NO. M-01-15

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

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

PACIFIC HARMONY GROVE DEVELOPMENT, LLC, a California limited liability
company, as to an undivided 2/3 interest and **MISSION VALLEY CORPORATE
CENTER, LTD**, a California limited partnership, as to an undivided 1/3 interest,
GRANTOR,

hereby GRANTS to

the **CITY OF ESCONDIDO**, a municipal corporation, GRANTEE,

fee title in a portion of APN: 235-040-15 for the purpose of constructing and maintaining
a public thoroughfare and public utility appurtenances thereto, over, under, and across
that real property in the City of Escondido, County of San Diego, State of California,
described on the attached Exhibit "A" pages 1-2 and depicted on the attached Exhibit
"B" pages 1-4.

The Grantors, their successors and assigns, agree not to erect buildings or structures
upon any portion of the above-described right of way nor to utilize the land within the
street right of way for any purpose detrimental to the Grantee's use of the land as a
public thoroughfare.

CITY OF ESCONDIDO DOC. NO. M-01-15

TITLE OR TYPE OF DOCUMENT: Public Street Grant Deed

GRANTOR: Pacific Harmony Grove Development, LLC & Mission Valley Corporate Center, LTD

TO HAVE AND TO HOLD said Right of Way unto the City of Escondido, its successors and assigns, forever.

PACIFIC HARMONY GROVE DEVELOPMENT,
LLC

Date: _____

X _____

By: _____
(print name)

Its: _____
(title)

MISSION VALLEY CORPORATE CENTER,
LTD

Date: _____

X _____

By: _____
(print name)

Its: _____
(title)

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

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

On _____ (date) before me, _____, notary public, personally appeared

(name(s) of signers)

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

CITY ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the attached deed or grant, dated as shown hereon and from the persons named (Grantor) to the City of Escondido, a municipal corporation, is hereby accepted pursuant to Ordinance Number 2008-12 of the City Council of the City of Escondido, dated November 19, 2008, and the Grantee consents to recordation thereof by said Grantees duly authorized officer.

Debra Lundy, Real Property Manager

EXHIBIT "A"
RIGHT-OF-WAY
APN 235-040-15

THOSE PORTIONS OF THAT REAL PROPERTY SITUATED IN AND COMPRISING THE MAJOR PORTION OF LOT 2, AND THE NORTHEASTERLY PORTION OF LOT 4, ALL IN BLOCK 308-A OF THE SUBDIVISION OF A PORTION OF SECTION 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP OF RANCHO RINCON DEL DIABLO, NO. 724, MADE BY J.M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, AUGUST 13, 1892, INCLUDED WITHIN LAND PER DEED TO MISSION VALLEY CORPORATE CENTER, LTD (MISSION VALLEY LAND) RECORDED JANUARY 25, 2011 AS DOCUMENT NO. 2011-0045365 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CITRACADO PARKWAY RIGHT-OF-WAY

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID MISSION VALLEY LAND;

1. THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 89°26'44" EAST 227.33 FEET;
2. THENCE LEAVING SAID NORTHERLY LINE SOUTH 12°30'18" EAST 890.65 FEET TO THE BEGINNING OF A TANGENT 2254.00-FOOT RADIUS CURVE CONCAVE EASTERLY;
3. THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°27'26", A DISTANCE OF 57.33 FEET TO THE SOUTHEASTERLY LINE OF SAID MISSION VALLEY LAND;
4. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 26°37'43" WEST 19.00 FEET TO THE SOUTHEAST CORNER OF SAID MISSION VALLEY LAND AND THE BEGINNING OF A NON-TANGENT 375.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 12°18'36" WEST;
5. THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY LINE OF SAID MISSION VALLEY LAND THROUGH A CENTRAL ANGLE OF 24°19'02", A DISTANCE OF 159.16 FEET;
6. THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 53°22'22" WEST 12.37 FEET TO AN ANGLE POINT THEREIN;
7. THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 36°36'30" WEST 24.89 FEET TO AN ANGLE POINT THEREIN;
8. THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 16°21'58" WEST 11.28 FEET;
9. THENCE LEAVING SAID SOUTHERLY LINE NORTH 66°53'43" WEST 24.24 FEET;
10. THENCE NORTH 66°59'58" WEST 101.28 FEET;
11. THENCE NORTH 70°31'29" EAST 22.45 FEET;
12. THENCE NORTH 64°03'25" WEST 16.31 FEET;
13. THENCE NORTH 16°30'39" EAST 42.44 FEET;

- 14. THENCE NORTH 32°15'13" EAST 21.55 FEET;
- 15. THENCE SOUTH 69°28'53" EAST 33.92 FEET;
- 16. THENCE SOUTH 67°57'04" EAST 20.84 FEET;
- 17. THENCE SOUTH 59°49'32" EAST 46.99 FEET;
- 18. THENCE SOUTH 59°52'45" EAST 45.67 FEET;
- 19. THENCE SOUTH 59°00'15" EAST 59.72 FEET;
- 20. THENCE NORTH 77°29'42" EAST 18.95 FEET;
- 21. THENCE NORTH 12°30'18" WEST 860.36 FEET TO THE BEGINNING OF A TANGENT 20.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;
- 22. THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°56'26", A DISTANCE OF 26.86 FEET;
- 23. THENCE NORTH 89°26'44" WEST 129.92 FEET TO THE WESTERLY LINE OF SAID MISSION VALLEY LAND;
- 24. THENCE ALONG SAID WESTERLY LINE NORTH 30°29'29" EAST 18.46 FEET TO THE POINT OF BEGINNING;

AREA = 101,342 SQUARE FEET, MORE OR LESS

TOGETHER WITH:

HARMONY GROVE ROAD RIGHT-OF-WAY

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID MISSION VALLEY LAND; THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 89°26'44" EAST 396.79 FEET, THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°31'47" EAST 21.81 FEET TO THE TRUE POINT OF BEGINNING;

- 1. THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°31'47" EAST 179.51 FEET;
- 2. THENCE LEAVING SAID NORTHERLY LINE SOUTH 62°56'09" WEST 111.83 FEET TO THE BEGINNING OF A TANGENT 55.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;
- 3. THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 120°35'11" A DISTANCE OF 115.75 FEET TO THE TRUE POINT OF BEGINNING;

AREA = 6,522 SQUARE FEET, MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. DIVIDE DISTANCES SHOWN BY 0.999931461 TO OBTAIN GROUND DISTANCES.

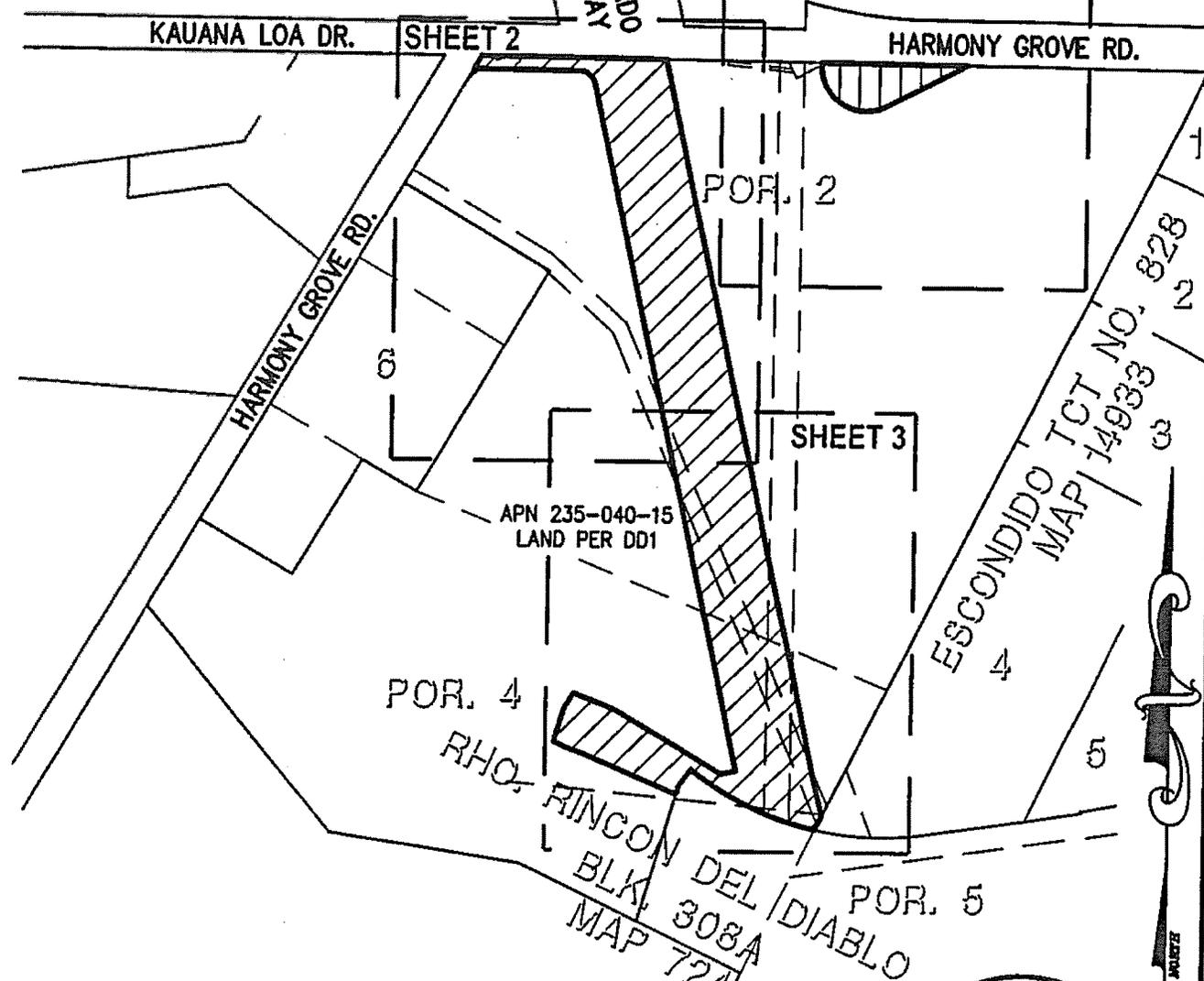
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SIGNATURE _____
MICKEY B. AGUIRRE, RCE 27648

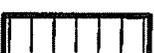


EXHIBIT "B"

SHEET 4

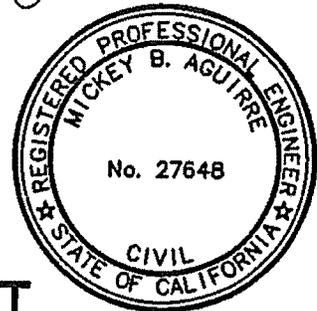


LEGEND

-  CITRACADO PARKWAY
RIGHT-OF-WAY
101,342 SQUARE FEET MORE OR LESS
-  HARMONY GROVE ROAD
RIGHT-OF-WAY
6,522 SQUARE FEET MORE OR LESS

DD1 DEED REC. 1/25/2011 AS DOC. NO. 2011-0045365 O.R.

DRAFT



SHEET 1 OF 4 SHEETS

REVISED BY	KA	DATE	12-22-14	CITY OF ESCONDIDO	SCALE	1" = 200'
APPROVED BY		DATE			REF.	
CHECKED BY	MA	DATE	12-29-14	EXHIBIT "B" RIGHT-OF-WAY APN 235-040-15	TRACING NO.	
DRAWN BY	KA	DATE	5-12-14			

Resolution No. 2016-25
 EXHIBIT 1
 Page 19 of 22

KAUANA
LOA DR.

HARMONY GROVE RD.

P.
NWLY COR.
LAND PER DD1

S 89°26'44" E 227.33'
20' 396.79'

HARMONY GROVE RD.
N 30°29'29" E 18.46'

N 89°26'44" W 129.92'

EASEMENT FOR COUNTY
HIGHWAY REC. 6/17/36
6/17/36 IN BK. 512,
PG. 466 O.R.
OVERLAP AREA = 290 SQ. FT.
MORE OR LESS

MATCH LINE
SHEET 4

SEE SHEET 4 FOR TABULATED
LINE AND CURVE DATA.

PIPELINE EASEMENT REC.
10/24/55 IN BK. 5841,
PG. 577 O.R.
OVERLAP AREA = 9,483 SQ. FT.
MORE OR LESS

NE'LY LINE
LAND PER DD2

N 12°30'18" W 46'
92'
S 12°30'18" E 46'

RHO. RINCON DEL DIABLO
POR. 2
BLK. 308A
MAP 724
APN 235-040-15
LAND PER DD1

LEGEND



CITRACADO PARKWAY
RIGHT-OF-WAY
101,342 SQUARE FEET MORE OR LESS

DD1 DEED REC. 1/25/2011 AS DOC. NO. 2011-0045365 O.R.

DD2 DEED REC. 1/16/2008 AS DOC. NO. 2008-0021641 O.R.

P.O.B. POINT OF BEGINNING

MATCH LINE
SHEET 3

SHEET 2 OF 4 SHEETS

REVISED BY	KA	DATE	12-22-14
APPROVED BY		DATE	
CHECKED BY	MA	DATE	12-29-14
DRAWN BY	KA	DATE	5-12-14

CITY OF ESCONDIDO

SCALE 1" = 60'

EXHIBIT "B"
RIGHT-OF-WAY
APN 235-040-15

REF.

TRACING NO.

Resolution No. 2016-25
EXHIBIT
Page 20 of 22

MATCH LINE
SHEET 2



LEGEND



CITRACADO PARKWAY
RIGHT-OF-WAY
101,342 SQUARE FEET MORE OR LESS

DD1 DEED REC. 1/25/2011 AS DOC.
NO. 2011-0045365 O.R.

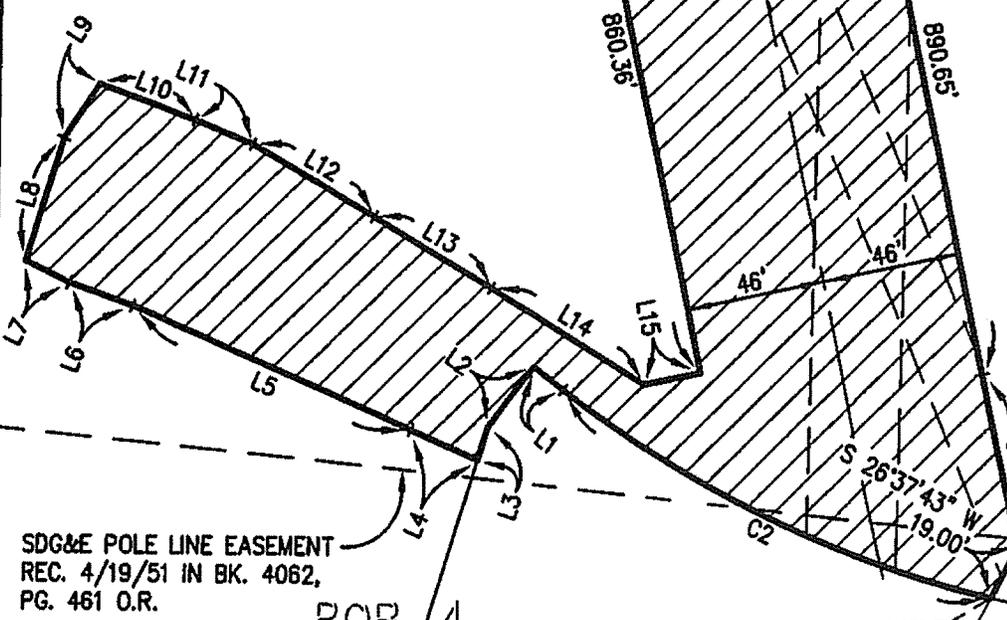
PIPELINE EASEMENT REC.
10/24/55 IN BK. 5841,
PG. 577 O.R.
OVERLAP AREA = 9,483 SQ. FT.
MORE OR LESS

30' SDG&E POLE LINE
EASEMENT REC. 3/22/61
AS INST. NO. 50177 O.R.
OVERLAP AREA = 7,371 SQ. FT.
MORE OR LESS

SEE SHEET 4 FOR TABULATED
LINE AND CURVE DATA.

RHO. RINCON
DEL DIABLO
BLK. 308A
MAP 724

APN 235-040-15
LAND PER DD1



SDG&E POLE LINE EASEMENT
REC. 4/19/51 IN BK. 4062,
PG. 461 O.R.

CITRACADO PKWY ESCONDIDO
I.O.D. PER
MAP 14933 TCT NO 828
MAP 14933

POR. 4

POR. 2

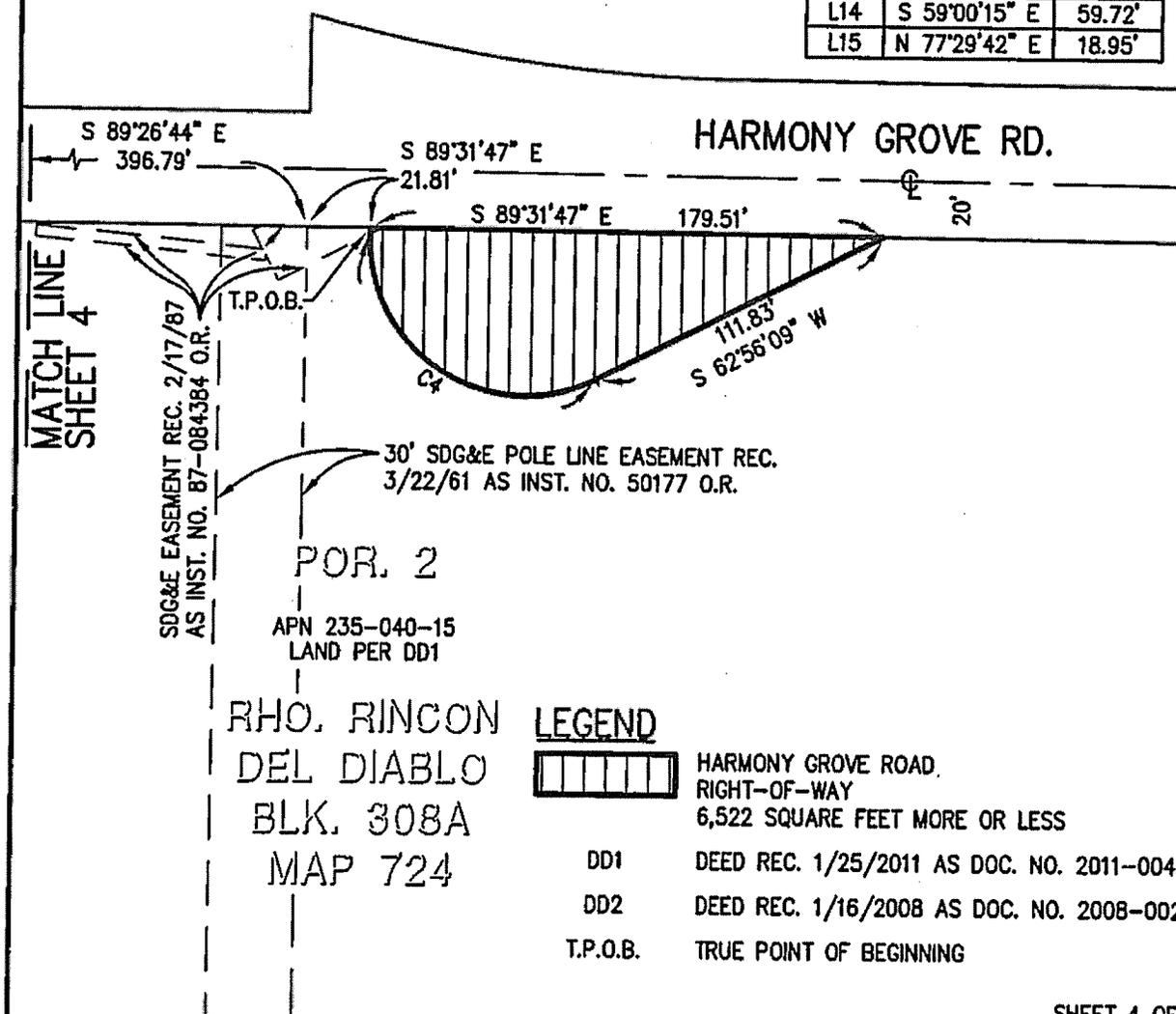
SHEET 3 OF 4 SHEETS

REVISED BY KA	DATE 12-22-14	CITY OF ESCONDIDO	SCALE 1" = 60'
APPROVED BY	DATE		REF.
CHECKED BY MA	DATE 12-29-14	EXHIBIT "B" RIGHT-OF-WAY APN 235-040-15	TRACING NO.
DRAWN BY KA	DATE 5-12-14		

Resolution No. 2016-25
EXHIBIT 1
Page 21 of 22

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°27'26"	2254.00'	57.33'
C2	24°19'02"	375.00'	159.16'
C3	76°56'26"	20.00'	26.86'
C4	120°35'11"	55.00'	115.75'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 53°22'22" W	12.37'
L2	S 36°36'30" W	24.89'
L3	S 16°21'58" W	11.28'
L4	N 66°53'43" W	24.24'
L5	N 66°59'58" W	101.28'
L6	N 70°31'29" W	22.45'
L7	N 64°03'25" W	16.31'
L8	N 16°30'39" E	42.44'
L9	N 32°15'13" E	21.55'
L10	S 69°28'53" E	33.92'
L11	S 67°57'04" E	20.84'
L12	S 59°49'32" E	46.99'
L13	S 59°52'45" E	45.67'
L14	S 59°00'15" E	59.72'
L15	N 77°29'42" E	18.95'



REVISED BY	KA	DATE	12-22-14	CITY OF ESCONDIDO EXHIBIT "B" RIGHT-OF-WAY APN 235-040-15	SCALE	1" = 60'
APPROVED BY		DATE			REF.	
CHECKED BY	MA	DATE	12-29-14		TRACING NO.	
DRAWN BY	KA	DATE	5-12-14			

Resolution No. 2016-25

EXHIBIT 1

Page 22 of 22

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9

Date: February 10, 2016

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Financial Report for the Quarter Ended December 31, 2015

RECOMMENDATION:

It is requested that the City Council receive and file the second quarter financial report and approve the following amendments to the Fiscal Year 2015/16 operating budget:

- Approve an increase to the Maintenance/Streets Department budget in the amount of \$31,325 to cover repair costs to City property from vehicle and other accidents. The City was reimbursed for these repair costs by property insurance.
- Approve the use of \$100,000 in State mandated cost claim reimbursements to fund the Façade and Property Improvement Program. This program provides matching grants for exterior improvements to commercial-use properties that apply and qualify for the grant. This one-time revenue from the State is reimbursement for prior year mandated costs claims.
- Approve an increase to the City Parks Capital Improvement budget of \$30,000. This project was originally approved by the City Council in November 2015 in the amount of \$355,000 to fund improvements to five concession stands in the following City parks: Kit Carson Park, Jesmond Dene Park, Mountain View Park, and Ryan Park. The additional funding of \$30,000 was a required public benefit payment made by the developer to be used by the City for park enhancements as was agreed upon in the First Amendment to the Escondido Research and Technology Center (ERTC) Development Agreement between the City and JRM-ERTC I.
- Approve an increase to the Library Department budget in the amount of \$28,615. This increase is covered by a State grant that covers Library staffing and supply costs to promote and maintain basic literacy skills.

- Approve an increase to the Planning Department budget in the amount of \$53,285 to cover professional services costs for an environmental impact report (EIR) for the Centerpointe 78 Project. These EIR costs have been reimbursed by the developer.

FISCAL ANALYSIS:

Proposed Budget Amendments: The proposed amendments to the General Fund operating budget and the Capital Improvement budget have no effect on the General Fund Reserves as all the adjustments have identified funding sources for their proposed budget increases.

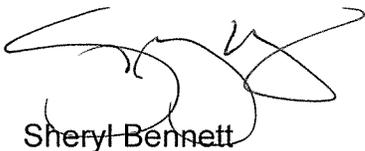
PREVIOUS ACTION:

On October 28, 2015, the City Council received the Fiscal Year 2014/15 fourth quarter financial report. The City Council approved the use of General Fund Reserves of \$258,340 to fund FY 2014/15 purchase order carryover requests and to transfer \$131,000 to the Reidy Creek Golf Course to cover a year-end adjustment.

BACKGROUND:

Quarterly financial reports present written financial updates to the City Council concerning certain funds of the City based on the most recent financial information available. These quarterly financial reports include budgetary information for certain funds, along with the actual resources received to date, in addition to the use of these resources in fulfilling each fund's financial plan. The reports provide year to date information for the General Fund, Community Services Fund, Water and Wastewater Funds, and the Reidy Creek Golf Course Fund. The quarterly financial report is for internal use only.

Respectfully submitted,



Sheryl Bennett
Director of Administrative Services



Joan Ryan
Assistant Finance Director



CITY OF ESCONDIDO

SECOND QUARTER FINANCIAL REPORT

December 31, 2015

OVERVIEW

This report summarizes the City's overall financial position for the period of July 1, 2015 through December 31, 2015. While the focus of this report is the General Fund, the financial status of the Community Services Fund, the Water and Wastewater Funds, and the Reidy Creek Municipal Golf Course are included. This report is for internal use only. The figures presented here are unaudited and have not been prepared in accordance with Generally Accepted Accounting principles (GAAP).

The revenue projections and budget include adjustments for encumbrances, carryovers, and any other supplemental appropriations approved by the City Council as of December 31, 2015.

GENERAL FUND

At the end of the second quarter, General Fund revenues are at 27.8% of the amended budget, while expenditures are at 48%. Based on past history of revenue receipts and payment of expenditures, it appears that actual General Fund revenues through December are projected to be over budget by about \$889,000 and actual expenditures through December are projected to be over budget by about \$757,000; the General Fund is projected to break-even at year end.

*General Fund
Comparison of Projected Budget to Actuals
As of December 31, 2015*

	ANNUAL AMENDED BUDGET	PROJECTED BUDGET as of 12/31/15	ACTUAL as of 12/31/15
Total Revenue	\$89,224,910	\$23,956,000	\$24,844,750
Total Expenditures	\$90,971,575	\$42,886,100	\$43,642,706
Other Sources (Uses) – Note 1	\$1,357,325	\$1,357,325	\$1,357,325
Total Sources over (Uses) – Note 2	(\$389,340)		
Reserve Balance			\$16,892,319

Note 1: Total Sources (Uses) include transfers in and advances from other funds less transfers out and advance repayments.

Note 2: Council approved the use of General Fund Reserves during the year-end report to Council on October 28, 2015.

General Fund Revenue: General Fund total revenue was up 4.8% compared to the second quarter of fiscal year 2014/15 or about \$1.1 million. The largest gains are in sales tax, property tax and one-time revenue. Details of these changes are outlined below.

General Fund Revenue	Amended Budget	FY 2015/16 Actual	FY 2014/15 Actual
Sales Tax	\$ 37,574,015	\$ 9,179,338	\$ 8,550,276
Property Tax	23,460,000	4,600,495	4,410,179
Other Taxes	12,020,000	3,265,340	3,292,404
Intergovernmental	3,007,000	1,167,984	1,212,313
Permits & Fees	761,000	424,365	470,499
Fines & Forfeitures	1,168,000	574,347	476,340
Charges for Services	7,513,000	3,627,410	3,742,476
Investment & Property	3,337,000	994,660	1,048,555
Other Revenue	384,895	217,846	251,292
One-Time Revenue		792,965	304,281
Total	\$ 89,224,910	\$ 24,844,750	\$ 23,758,615

Sales Tax: Sales Tax revenues were \$629,000 higher than the previous year and only slightly under projections by about \$25,000. The sales tax revenue increase over the prior year of about 7.3% is mainly due to growth in sales tax collected on new auto sales of 8% and building materials wholesale of 22.9%.

Property Tax: Property Tax revenues are up about 4% or about \$190,000 compared to the second quarter of the prior year. This is due to improvements in the residential real estate market and a positive California Consumer Price Index (CCPI) factor of 1.9%.

Other Taxes: Other Taxes are down about \$27,000 compared to the prior year. This decrease is mainly from a decrease in the in-lieu payment received from SDG&E and is attributed to a decrease in natural gas prices. This amount is offset by an increase in revenue received from the transient occupancy tax which is up about 12.8% over last year.

One-Time Revenue: The City received one-time revenue of about \$793,000 during the first half of FY 2015/16. Of this amount about \$489,000 was for fire mutual aid received for the Fire Department's strike team response to fires around the state which will also have corresponding increases to the Fire Department's expenditures. In addition we received about \$284,000 from the State for payment of outstanding mandated cost claims.

General Fund Expenditures: General Fund total expenditures are up 5% compared to the prior fiscal year or about \$2.1 million. The significant reasons for this change include increases to salaries, PERS expenses, utilities, General Liability Insurance Internal Service Charges, and Property Insurance Internal Service Charges. The amount expended to date is approximately 48% of the total amount budgeted for the year.

General Fund Expenditures	Amended Budget	FY 2015/16 Actual	FY 2014/15 Actual
General Government	\$ 5,710,040	\$ 2,635,727	\$ 2,500,934
Community Services	4,710,835	2,076,452	2,267,621
Community Development	3,656,505	1,739,883	1,565,082
Public Works	11,540,490	5,443,600	4,616,870
Public Safety	61,860,710	30,015,282	29,000,971
Other Expenditures	3,492,995	1,731,762	1,632,130
Total	\$ 90,971,575	\$43,642,706	\$ 41,583,608

ENTERPRISE FUNDS

Water Fund: The Water Fund operating revenue decreased by \$5.1 million or 16.6% over the prior year. The decrease is due to less consumption as a result of customer water conservation. Operating expenses decreased by \$1.6 million or 7.3% compared to the prior year, these decreased costs were from purchased water and chemicals.

Water Fund	Annual Budget	FY 2015/16 Actual	FY 2014/15 Actual
Operating Revenues	60,544,000	25,771,917	30,916,285
Operating Expenses	(52,956,765)	(20,062,666)	(21,643,331)
Nonoperating Rev (Exp)	(816,820)	(10,121)	53,258
Transfer to Capital Projects and Debt Srvc	(6,780,280)	(6,070,518)	(12,209,036)
Total Sources over Uses	(9,865)	(371,388)	(2,882,824)

Beginning in fiscal year 2014/15, both the Water and Wastewater funds have set up an Operating, Debt and Capital Reserve that will be used to ensure that both funds have adequate cash reserves to meet operating, capital and debt service requirements. The monies in this reserve can be used to meet emergency cash flow requirements, fund future capital projects and provide protection from default on annual debt service payments.

Wastewater Fund: Operating revenue was up \$2 million over the prior year. The majority of the increase, \$1.1 million, was due to back billing Sempra Energy for recycled water usage and \$700,000 is a back payment from Metropolitan Water District for recycled water incentives. Operating expenditures increased by \$2.1 million due to increases in staffing costs, chemicals, gas and electric costs and repairs to the plant.

Wastewater Fund	Annual Budget	FY 2015/16 Actual	FY 2014/15 Actual
Operating Revenues	29,605,000	17,397,293	15,406,569
Operating Expenses	(21,842,440)	(11,105,235)	(8,980,382)
Nonoperating Rev (Exp)	(2,132,350)	(262,446)	(296,823)
Transfer to Capital Projects and Debt Srvc	(8,275,750)	(16,744,323)	(7,058,661)
Total Sources over Uses	(2,645,540)	(10,714,711)	(929,297)

FOR MORE INFORMATION

This summary report is based on detailed information generated by the City's finance department. If you have any questions or would like additional information on this report, please contact the finance department at (760) 839-4676 or visit www.escondido.org.

COMMUNITY SERVICES FUND

The Community Services Fund overall revenues are in line with the prior year's revenues at the second quarter. And expenditures are about 7% lower than the prior year at this time. The Community Services Fund budget for FY 2015/16 was balanced by using \$93,600 of fund balance. After looking at projected revenues and expenditures, the Fund will likely end the year without having to use fund balance and may not need all of the General Fund transfer.

Community Services Fund	Annual Budget	FY 15/16 Actual	FY 14/15 Actual
Revenues	3,395,420	1,167,496	1,184,289
Expenditures	3,712,120	1,600,288	1,697,212
Other Sources (Uses)	223,100	223,100	217,897
Net Income (Loss)	(93,600)	(209,692)	(295,026)

REIDY CREEK GOLF COURSE FUND

Reidy Creek Golf Course Fund revenues are up about 11% compared to the prior year and at 85% of budgeted amounts. Expenditures are about 6% higher than the prior year, but are in line with budgeted amounts. Based on this trend the Fund is projected to end the year with a similar loss as last fiscal year; which is projected to be approximately \$120,000.

Reidy Creek Golf Course	Annual Budget	FY 15/16 Actual	FY 14/15 Actual
Revenues	663,890	263,935	236,984
Expenditures	663,890	336,002	316,458
Other Sources (Uses)		131,000	60,000
Net Income (Loss)	-	58,933	(19,474)

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10
Date: February 10, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: Southwest Sewer Realignment Project: Bid Award for Construction; Award of Consulting Agreement for Construction Management; and Budget Adjustment

RECOMMENDATION:

The Utilities Department requests that the City Council:

- 1) Adopt Resolution 2016-22 authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with CCL Contracting, Inc., the lowest responsive and responsible bidder, in the amount of \$8,511,050 for construction of the Southwest Sewer Realignment Project.
- 2) Adopt Resolution 2016-23 authorizing the Mayor and City Clerk to execute a Consulting Agreement with NV5 in the amount of \$386,040 for construction management services for the Southwest Sewer Realignment Project.
- 3) Approve a budget adjustment in the amount of \$3,890,000.

FISCAL ANALYSIS:

The Southwest Sewer Realignment CIP (#808810) currently has an available balance of \$6,143,479. A budget adjustment in the amount of \$3,890,000 from the Wastewater Fund Operating, Debt, and CIP Reserve is required to complete the project.

BACKGROUND:

Sewer Lift Station Numbers 6, 9, and 11 are deteriorating and in need of replacement. The Southwest Sewer Realignment Project will construct gravity sewer mains that will permanently redirect wastewater flows and bypass these three lift stations. Lift stations 6, 9, and 11 will be demolished as part of a future, separate project. Construction of new sewer lines will cost about 20 percent more than construction of new pump stations, but the ongoing operating cost of pump stations would be higher. Therefore, the lifetime cost of the gravity sewer mains is lower than the cost of new pump stations.

Gravity sewer mains and manholes will be constructed from Sewer Lift Station 9 southeast to Felicita Road; from Sewer Lift Station 6 along Felicita Road to Via Rancho Parkway; from Sewer Lift Station 11 north along Bernardo Avenue to Park Drive; and then southeast to Sewer Lift Station 1 (located southeast of the intersection of Interstate 15 and Via Rancho Parkway). The project will install approximately 18,200 linear feet (3.5 miles) of 8-inch and 12-inch sewer main.

The specialty experience required of all bidders was described in Item K of the Notice Inviting Sealed Bids. The Notice Inviting Sealed Bids specified that all bidders shall have experience that includes the successful construction of polyvinyl chloride (PVC) and high-density polyethylene (HDPE) gravity sewer mains, using jack and bore or conventional tunneling methods. The Engineer's Estimate for this project was \$8,586,000.

Competitive bids were opened by a representative of the City Clerk's Office on January 28, 2016, with the following results:

- | | |
|---|------------------------------|
| 1) Mamco, Inc. dba Alabbasi Construction & Eng., Perris | \$7,267,777 (Withdrawn) |
| 2) GRFCO, Inc., Brea | \$7,727,800 (Non-responsive) |
| 3) CCL Contracting Inc., Escondido | \$8,511,050 |
| 4) Southland Paving, Inc., Escondido | \$8,900,850 |
| 5) MNR Construction Inc., Baldwin Park | \$9,337,370 |
| 6) Utah Pacific Construction Company, Murrieta | \$9,884,500 |
| 7) S.C. Valley Engineering, Inc., El Cajon | \$10,021,000 |

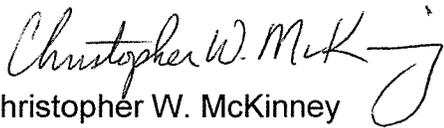
On February 2, 2016, the City received a letter from Mamco, Inc. dba Alabbasi Construction & Engineering (the apparent low bidder) requesting that their bid be withdrawn due to a significant clerical error that inadvertently lowered their overall bid price. Staff has reviewed the letter and recommends that the City Council accept their request to withdraw their bid.

This project required jack and bore or conventional tunneling experience. The second lowest bidder, GRFCO, Inc., did not provide past experience performing jack and bore or tunneling work. GRFCO, Inc. did not list a subcontractor with the requisite experience to perform the work either. Therefore, GRFCO, Inc. is found to be non-responsive due to the lack of required experience to perform the jack and bore/conventional tunneling portion of this project.

Staff has thoroughly reviewed the third low bid submitted by CCL Contracting Inc., and has determined that they are the lowest responsive and responsible bidder.

The Utilities Department also recommends retaining NV5, a third party construction manager, to manage the project. The contract for construction management services includes constructability reviews, construction inspections, administration of the construction contract, claim support, and facilitation of partnering sessions.

Respectfully submitted,

A handwritten signature in black ink that reads "Christopher W. McKinney". The signature is written in a cursive style with a large, stylized "j" at the end.

Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2016-22

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE, ON BEHALF OF THE CITY, A
PUBLIC IMPROVEMENT AGREEMENT WITH
CCL CONTRACTING INC., FOR THE
CONSTRUCTION OF THE SOUTHWEST
SEWER REALIGNMENT PROJECT

WHEREAS, the Escondido City Council authorized an invitation for bids for the construction of the Southwest Sewer Realignment Project (the "Project"); and

WHEREAS, the existing Sewer Lift Station Nos. 6, 9, and 11 are deteriorating and in need of replacement; and

WHEREAS, the Project will construct gravity sewer mains that will permanently redirect wastewater flows bypassing three deteriorating lift stations and allowing them to be demolished; and

WHEREAS, the City of Escondido opened sealed bids for the Project on January 28, 2016; and

WHEREAS, the apparent low bid submitted by Mamco, Inc. dba Alabbasi Construction & Engineering was withdrawn; and

WHEREAS, the second low bid submitted by GRFCO, Inc. was found to be non-responsive due to the lack of required experience to perform the jack and bore/conventional tunneling portion of the project; and

WHEREAS, Utilities staff thoroughly reviewed the third low bid submitted by CCL Contracting, Inc., and have determined that it is the lowest responsive and responsible bidder; and

WHEREAS, the Director of Utilities has determined CCL Contracting, Inc., to be the lowest responsive and responsible bidder and recommends awarding the bid in the amount of \$8,511,050 to CCL Contracting, Inc.; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award this contract to CCL Contracting, Inc.

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Director of Utilities.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Public Improvement Agreement ("Agreement") with CCL Contracting, Inc. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.

PUBLIC IMPROVEMENT AGREEMENT

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

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

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

SOUTHWEST SEWER REALIGNMENT 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 Eight Million Five Hundred Eleven Thousand and Fifty Dollars (\$8,511,050).
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 **three hundred sixty five (365) 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

- (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 that **\$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. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation.
13. The terms "Project Documents" and/or "Contract Documents" where used, shall refer to those documents included in the definition set forth in the General Conditions made a part hereof.

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

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

By: _____
Diane Halverson, City Clerk

By: _____
Sam Abed, Mayor

APPROVED AS TO FORM:

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

By: _____

CONTRACTOR

By: _____
Signature

By: _____
Signature*

Print Name

Print Name

Title

Title

(Second signature required only for corporation)

By: _____
Signature**

Print Name

Title

(CORPORATE SEAL OF CONTRACTOR, if
corporation)

Contractor's License No.

Tax ID/Social Security No.

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

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

SECTION A-00610 - FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT,

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

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

SOUTHWEST SEWER REALIGNMENT PROJECT

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

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

PROVIDED, that

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

increased dedication/commitment of time of OWNER employees to the Project. These costs shall be in addition to the penal sum of the bond.

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

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____
Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

By: _____

SECTION A-00620 - LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENT,

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

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

SOUTHWEST SEWER REALIGNMENT PROJECT

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

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

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

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____
Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

By: _____

SECTION A-00630 - CITY OF ESCONDIDO BUSINESS LICENSE

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

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

City of Escondido Business License No. _____

Expiration Date _____

Name of Licensee _____

SECTION A-00660 - WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

Dated: _____

Contractor

By: _____

Signature

SAMPLE NOTICE

(REQUIRED UNDER GENERAL CONDITIONS, ARTICLE 6.1.B)

TO THE PEOPLE ON THIS STREET:

WITHIN THE NEXT FEW DAYS, WORK WILL BE STARTED ON THE FOLLOWING PROJECT:

SOUTHWEST SEWER REALIGNMENT PROJECT

The work may cause some inconvenience, but will be of permanent benefit.

We shall appreciate your cooperation in the following matters:

1. Please be alert when driving or walking in the construction area.
2. Tools, materials and equipment are attractive to children. For the safety of the children, please keep them away.
3. Please report all inconvenience to the Foreman on the job, or to the City of Escondido Utilities Construction Manager, 760-839-6290 Ext. 7031. The name and phone number of the contractor are given below.

This work is being performed for the City of Escondido by:

We will endeavor to complete this work as rapidly as possible and with a minimum of inconvenience to you.

RESOLUTION NO. 2016-23

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 NV5 FOR
CONSTRUCTION MANAGEMENT OF THE
SOUTHWEST SEWER REALIGNMENT
PROJECT

WHEREAS, the Escondido City Council authorized an invitation for bids for the construction of the Southwest Sewer Realignment Project (the "Project"); and

WHEREAS, the existing Sewer Lift Station Nos. 6, 9, and 11 are deteriorating and are in need of replacement; and

WHEREAS, the Project will construct gravity sewer mains that will permanently redirect wastewater flows, bypassing the three deteriorating lift stations and allowing them to be demolished; and

WHEREAS, the City of Escondido desires construction management services for the Project; and

WHEREAS, the City of Escondido reviewed the proposal from NV5 to provide construction management services for the Project; and

WHEREAS, NV5 has the personnel and expertise to manage the construction project; and

WHEREAS, City of Escondido staff have completed negotiations with NV5 for said construction management services and the Director of Utilities recommends that the

Consulting Agreement (“Agreement”) be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$386,040.

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Director of Utilities.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with NV5. A copy of the Agreement is attached as Exhibit “1” and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Randy Manns
760-839-6290 x7031
("CITY")

And: NV5
15092 Avenue of Science, Suite 200
San Diego, CA 92128
Attn: Roland Elvera, P.E.
858-385-0500
("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 provide construction management and inspection services for the Southwest Sewer Realignment Project; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$386,040. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - 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 the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

22. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Department of Industrial Relations Compliance. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to Cal. Lab. Code § 1725.5 to be qualified to bid on, be listed in a bid proposal, (subject to the requirements of Section 4104 of the Public Contract Code) or engage in the performance of any public work contract that is subject to the requirements of Chapter 1, Part 7, Division 2 of the California Labor Code. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
24. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

NV5

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.

NV5

November 20, 2015

Randy Manns
Utilities Construction Project Manager
Construction and Engineering
1521 South Hale Avenue
Escondido, CA 92029

Subject: **Construction Management Services for Southwest Sewer Realignment Project**

Dear Mr. Manns:

NV5 is pleased to present this proposal to provide management and oversight for the construction of the Southwest Sewer Realignment Project (Felicita Sewer) for the City of Escondido. Based on our understanding, the work consists of constructing 8" and 12" sewer pipelines and manholes from Sewer Lift Station 9 southeast to Felicita Road and from Sewer Lift Station 6 south along Felicita Road to Via Rancho Parkway then continuing southeast to Lift Station 1 located southeast of Interstate 15 and Via Rancho Parkway. NV5 will provide construction management and inspection for the installation of the sewer lines. NV5 will also oversee and coordinate the MND monitoring requirements to assure the contractor is following all environmental regulations as called for in the contract documents. The project duration is expected to be 365 calendar days.

On that basis, the specific project understanding, scope and fee for the services that NV5 will provide for the Project is covered in "Exhibit A" enclosed with this letter. It is anticipated that Roland Elvera, PE will handle CM, inspection and document control full time throughout the project. Aaron Schneider, PE will serve as Roland's backup during the project. The budget reflects their individual hourly rate. This budget is on a Time and Materials basis and will not be exceeded without prior approval by the City.

We are looking forward to working with you towards in improving the City of Escondido's infrastructure.

Please contact me at your convenience to discuss this proposal and the project in greater detail.

Sincerely,
NV5, Inc.



Roland Elvera, P.E.
Construction Manager

EXHIBIT A

CONSTRUCTION MANAGEMENT – NV5 SCOPE OF SERVICES

Task 1 Coordination Efforts

- NV5 will coordinate all special inspections not required of the contractor.
- NV5 will coordinate, review and observe all equipment testing and start up.
- NV5 will coordinate with City staff (HARRF Operations) and the Contractor on the major tie-ins and facility connections.

Time and Material Fee: \$48,960

Task 2 Inspection Requirements

- NV5 will monitor project permit conditions and related expiration dates and inform the City and the Contractor when non-compliance is observed.
- NV5 will monitor and assure Contractor's compliance with all requirements of project design specifications and drawings.
- NV5 will monitor Contractor's schedule each week, including the previous weeks' progress and Contractor's anticipated work. Make recommendations as necessary and inform the City, as necessary, of schedule issues.

Time and Material Fee: \$223,040

Task 3 Document Control

- Photographic documentation of construction activities will be done on a daily basis. Photographs will be stored in digital format and arranged by area and date.
 - Red line drawings will be updated during construction and a periodic review of the contractor red lines will be performed prior to monthly payments during course of construction.
 - NV5 will provide written daily field reports for submittal to the City. Reports will include work performed, labor and equipment utilized, and a discussion of any work not conforming to the plans and specifications.
 - NV5 will observe and record all major materials delivery to the site to document they are in accordance with the specifications and approved shop drawings.
 - NV5 will provide document control including processing and filing all project correspondence, documents, and drawings including conversion of all received documents into a pdf format. All documentation will be accessible to the City via Drop Box.
 - NV5 will prepare monthly construction management reports to include a detailed description of work completed, schedule status, submittals status, RFI status, design revision status, progress payment and overall contract status, and project photographs. The monthly reports will be prepared in a City-approved format including color copies of 6 or more digital photographs with captions of work performed. Electronic copies of the monthly reports shall be accessible to the City via cloud-based storage such as Drop Box.
- Electronic files, pdfs of pertinent contract documents and records shall be maintained with your firm and a final copy of all records shall be submitted to the City on formatted CD disks.

Time and Material Fee: \$39,440

Task 4 Project Management

- NV5 will conduct weekly progress meetings, schedule meetings with the Contractor, the City, and others as necessary and prepare and distribute meeting minutes via email.
- NV5 will administer and track all Submittals and Requests for Information, via the City's design engineer consultant; and any Change Order Requests from the contractor, as well as other related matters. We will provide appropriate response and/or recommendations to and from the City and

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consult with City and Design Team on all technical matters. We will notify all parties of issues that might impact the critical path schedule. Roland will negotiate and recommend Change Orders on behalf of the City.

- Monthly progress pay estimates including review of Contractor's work progress will be completed with the City representative. We will provide a thorough review for accuracy, and comparison with actual work completed. We will make appropriate recommendations to the City on payment issues.
- NV5 will take the lead and conduct and coordinate preliminary and final walk-throughs with punch lists, start-up and testing, and closeout.
- NV5 will provide any needed claim support through final resolution. Our approach is to mitigate existing issues and to resolve all future issues at the lowest level possible to avoid claims.
- NV5 will attend the pre-construction meeting and participate as the CM.
- NV5 will organize and facilitate a pre-construction Partnering Session with the bid awarded contractor to discuss any potential design related issues, preliminary requests for information or other items that might help expedite, ease or promote a positive construction start.
- NV5 will facilitate an intermediary Partnering Session, if at some point during construction it is deemed necessary.

Time and Material Fee: \$74,600

Services not included in CM Scope:

- Soils and Materials Testing
- Special Inspections including Native American Monitoring, SWPP Inspections, and any other code or environmental monitoring as required by the MND.
- Labor Compliance auditing

Fees

All work for Tasks 1 through 4 in this proposal will be performed for a time and materials fee, not to exceed \$386,040. The cost breakdown is shown below:

#	Task Description	Total Cost
Task 1	Coordination Efforts	\$48,960
Task 2	Inspection Requirements	\$223,040
Task 3	Document Control	\$39,440
Task 4	Project Management	\$74,600
Total		\$386,040

We take no exceptions to your standard contract and are ready to execute upon notification that this proposal is approved by the City of Escondido. Please contact Roland Elvera at (619) 688-6958 with any questions or comments.

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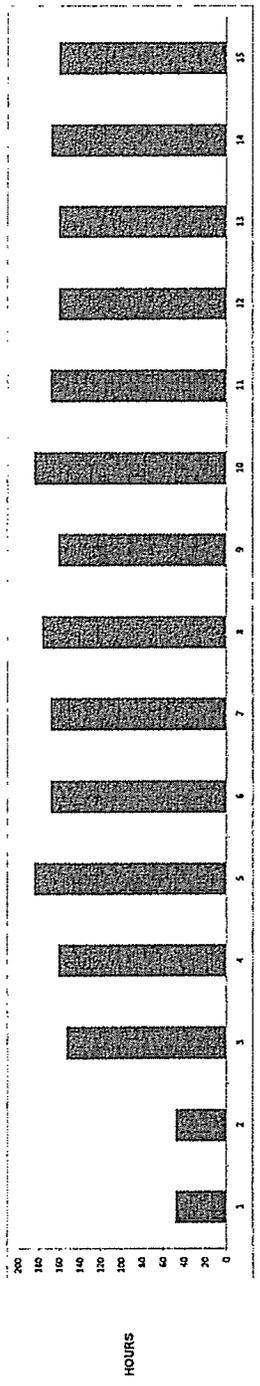
Attachment "A"
City of Escondido
Southwest Sewer Realignment Project
Construction Management Services
Fee Schedule Estimate
November 12, 2015

No.	TASK TITLE	HOURS	HOURS	TOTAL COST
		Construction Manager/Resident Engineer/Inspector <i>Roland Elvera, PE</i> \$170	Back Up Resident Engineer/Inspector, <i>Aaron Schneider, PE</i> \$145	
1	Preconstruction Services			
1.1	Partnering Session	16	8	\$3,880
1.2	Document Review, Filing System, CM Manual	40	0	\$6,800
1.3	Site Visits/Precon Photos	24	0	\$4,080
2	Construction Administration Services			
2.1	Document Control	110	0	\$18,700
2.2	Pre-Construction Meeting	8	8	\$2,520
2.3	Weekly Progress Meeting (48/3hrs each)	144	0	\$24,480
2.4	Monthly Reports (13 w/final)	40	0	\$6,800
2.5	Presentation To City Management	8	0	\$1,360
2.6	Technical Meetings	16	0	\$2,720
2.7	Schedule Review (12 + Baseline)	24	0	\$4,080
2.8	Progress Billings (13)	26	0	\$4,420
2.9	Submittal Review (20)	40	0	\$6,800
2.10	RFI/Design Clarifications(20)	40	0	\$6,800
2.11	Change Orders(10)	30	0	\$5,100
2.12	Claims Management	24	0	\$4,080
2.13	Contract Compliance	48	0	\$8,160
2.14	Record Drawings	24	0	\$4,080
2.15	Project Closeout	40	0	\$6,800
3	Inspection Services		0	
3.1	Construction Inspection/Documentation	1472	0	\$250,240
3.2	Video & Photo Documentation	50	0	\$8,500
3.5	Final Inspection/Punchlist	24	0	\$4,080
				\$0
				\$0
	Other Direct Costs (Dropbox) \$120/month 8 Users			\$1,560
				\$1,560
	Construction Management Services - NOT TO EXCEED	2248	16	\$386,040

Assumptions:

- 1) Cloud Based Document Storage Software (Dropbox) @ \$120/month x 13 months
- 2) 12-Months Construction Duration
- 3) Labor Costs include vehicle expenses and wireless connectivity for inspection and documentation storage.

Southwest Sewer Realignment Project
Construction Management Fee Labor Allocation Schedule



TASK	1 Nov-15	2 Dec-15	3 Jan-16	4 Feb-16	5 Mar-16	6 Apr-16	7 May-16	8 Jun-16	9 Jul-16	10 Aug-16	11 Sep-16	12 Oct-16	13 Nov-16	14 Dec-16	15 Jan-17	Total Hours	Billing Rate CM	Not to Exceed Cost
Rolling Ethers	40	40	152	150	184	184	188	176	180	184	188	180	180	185	161	2,277	\$ 170	\$ 386,040
Aaren Schrieber (Backup RE/Inspector)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	\$ 145	\$ 2,320
DROPBOX	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	13	\$ 120	\$ 1,560
Total	40	40	153	161	185	189	177	161	161	185	169	161	161	189	161	2,277	CM	\$ 386,040

ATTACHMENT B:
List of Personnel

Name	Title	Role
Roland Elvera, PE	Construction Manager/Resident Engineer/Inspector	City's one point contact performing all construction management duties along with daily inspection and document control
Arron Schneider, PE	Backup Resident Engineer/Inspector	Backup for Roland in the event of his absence for vacations, meetings, and especially during times when inspection augmentation is needed to cover multiple headings (i.e. simultaneous directional drill and open trench operations).
Other		

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FUTURE CITY COUNCIL AGENDA ITEMS
February 4, 2016

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

February 17, 2016
No Meeting (President's Day)

February 24, 2016
8:00 a.m. State of the City (CCAЕ)



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

February 3, 2016

ECONOMIC DEVELOPMENT

- The Saturday Morning Market on Kalmia Street has been on hiatus during the winter months. The operator, Escondido Events, has now informed the City that it does not intend to resume operations.
- This weekend, February 6 & 7, Cal South will host a State Cup soccer tournament at Ryan Park. There will be teams from all over Southern California attending the tournament. We expect about 500 families in the area over the weekend. We will see teams in the Boys & Girls u12 divisions for bracket play.
- Triple Crown will be doing a smaller make up day from last Sunday's rainout. On Saturday, February 6, they will only use four of the adult softball fields at Kit Carson Park. They have 20 plus youth girls teams with games starting at 8:30am and finishing up around 8:30pm. We expect about 300 families in the area on Saturday.

SPECIAL EVENTS

No special events this weekend. However, Congressman Duncan Hunter is conducting a Town Hall Meeting on Monday, February 8th, in the Council Chambers at City Hall, 201 N. Broadway. Congressman Hunter will arrive at 5:30 for a meet and greet, then proceed to the meeting for an hour of Q & A. This is a free event, but seating is limited to 150 participants.

RSVP to attend at escondido.chambermaster.com/events/details/town-hall-meeting-with-congressman-duncan-hunter-4113

COMMUNITY DEVELOPMENT

Planning:

Major Projects Update:

1. John Paul the Great Catholic University – *No change from the following update reported last week:* A Conditional Use Permit to expand the campus and student enrollment at 155 W. Grand Avenue was approved by the Planning Commission on December 8, 2015. The proposal includes improvements to the former H. Johnson Building at 131 S. Broadway for studio and classroom space, and the former bank at 200 W. Grand Avenue for administrative offices and a student resource center. The proposed expansion would also increase the student enrollment from 300 to 1,200 students over the next several years. Staff has confirmed the availability of water and sewer connections. Staff had a conversation with the University President this week regarding potential future expansion plans beyond those previously approved.

City Manager's WEEKLY UPDATE to City Council

2. Escondido Research and Technology Center – This is a 72,000 square foot medical office building proposed on the east side of Citracado Parkway across from Palomar Medical Center. Building plans have been submitted for plan check. A second set of corrected grading plans are in plan check for approval. On November 4, 2015 the City Council approved a 10-year extension to the previously adopted Development Agreement for ERTC that involves 20 lots in ERTC owned by JRMC.
3. Oak Creek (NUW) – *No change from the following update reported last week:* This project is a 65-unit single family development located at the southeastern corner of Felicita Road and Hamilton Lane. The LAFCO Board unanimously approved the annexation on October 5, 2015. Staff has returned documents to LAFCO memorializing their action that included final paperwork to be completed prior to annexation recordation.
4. Amanda Estates (NUW) – *No change from the following update reported last week:* This project is a 22-unit single family development on Amanda Lane. The LAFCO Board approved the reorganization (annexation) at their meeting on August 3, 2015. Staff has returned documents to LAFCO memorializing their action that included final paperwork to be completed prior to annexation recordation.
5. Centerpointe 78 Commercial – *No change from the following update reported last week:* This project is a 45,650 sq. ft. Supermarket and restaurant located at 925 N. Broadway. The project was approved by the Planning Commission on November 10, 2015. The project was approved by the City Council meeting on December 9, 2015 and filing fees were paid to the County for the EIR.
6. Pradera – This project consists of a 70-unit single family development located at the northeastern corner of Ash Street and Lehner Avenue. Grading is underway. Staff is reviewing improvement plan and the final map submittals, as well as the precise grading plans and landscaping plans. Building Plans for three, two-story model homes have been completed and the units are currently under construction and are undergoing building inspections. A fourth single-story unit will be marketed with this development, but no model home for the single-story unit will be constructed. The developer obtained building permits for the first the first and second phases involving 16 units. Models opened on January 30, 2016.
7. Zenner – The project is a 40-unit single family development at the northeastern corner of Lehner Avenue and Vista Avenue. Staff received concept building elevations from the homebuilder, KB Homes, and has received resubmitted elevations based on staff Design Review evaluations with comments. The annexation was approved by LAFCO on Sept. 14, 2015, and has been recorded by the County Recorder's Office.
8. Stella Park Condominiums – The project is a 65-unit townhome Planned Development located at 2516 S. Escondido Blvd. The applicant has prepared draft CEQA documentation

City Manager's WEEKLY UPDATE to City Council

that staff is reviewing prior to completion of the Mitigated Negative Declaration. Revised information and updated plans were received from the applicant for processing. Staff anticipates a Planning Commission public hearing in Spring 2016.

9. Wohlford – The project is a 55-unit single family development located on Bear Valley Parkway east of Encino Drive. Staff has reviewed revised submittals and technical reports from the applicant. A Specific Alignment Plan for Bear Valley Parkway detailing the roadway is under review. Staff concluded interviews with four consulting firms and has contacted the consultant selected for preparing the EIR who has submitted a draft scope of work. Tribal consultation meetings have been completed. The EIR Consultant contract is scheduled for the February 3, 2016 City Council meeting.
10. Latitude II – *No change from the following update reported last week:* The 112-unit multi-family development, located at the northeastern corner of Centre City Parkway and Washington Avenue, was approved by the City Council on August 19, 2015. A Final Subdivision Map has been submitted for review. Rough grading plans have been approved. Comments have been provided regarding the architectural plans that have been submitted for plan check.
11. Canyon Grove Estates (Tract 932) – This project is a 179-lot single family residential development on the north side of Vista Avenue east of Conway Drive. Staff approved the substantial conformance determination for the revised tentative map and continues to coordinate with the applicant on the proposed grading plan. The applicant has concluded the mitigation credits at Daley Ranch, and pursuing acquisitions needed for offsite improvements. The project is in its third grading plan check review and anticipated for approval; all bonds and fees have been posted. Staff worked with the applicant to modify the sewer manhole spacing for the project to facilitate the project.
12. Safari Highlands – *No change from the following update reported last week:* This is a 550-unit single family development located east of the Rancho San Pasqual community and north of the San Diego Safari Park. This project involves 1,100 acres including annexation and Sphere of Influence update for a master planned community with parks, trails, recreation center, fire station, open space, on-site sewer facility for treating a portion of the on-site wastewater for irrigation purposes. Planning and Engineering extensions of staff have been funded by the applicant and retained to assist the city in processing the project. Staff met with a representative of the Fish and Wildlife Department to discuss the project. Other outreach efforts have included City of San Diego, Safari Park representatives, public agencies and surrounding residents. A Request for Proposals was issued to solicit bids for the preparation of a consultant-prepared Environmental Impact Report (EIR). Proposals were received on January 8 and consultant interviews are scheduled for February 4, 2016. More information about this project is on line at: <http://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>

City Manager's WEEKLY UPDATE to City Council

13. Felicita Development, LLC – *No change from the following update reported last week:* This project is a 140-unit hotel, and a gas station or office/residential care facility at the southeast corner of Felicita Rd. and Gamble Lane. The applicant and staff met with the architect to discuss building elevations, 5-story height limitations and site design issues given the existing wetland constraints on the property. Additional technical analysis and coordination is needed to address traffic, biology, water and sewer service, geotechnical and storm water concerns, along with a market study for the proposed uses. The applicant met with the wild life agencies and is responding to technical studies needed to complete the application. Tribal consultations are underway.
14. Escondido Disposal Inc. – The CUP modification to expand the existing facility was approved by the Planning Commission on August 25, 2015. The project has completed its post-approval plan check process. Staff has approved the grading and landscape plans. Demolition and construction has commenced on a portion of the site where redevelopment will occur. Revised site plans have been submitted reflecting previously unknown constraints, which do not affect the approved CUP. The County has notified the City that the applicant has made its application to the State permitting agency. Staff has resolved storm drain issues involving the subject site and adjacent properties.
15. Westfield Theater – *No change from the following update reported last week:* This project is a 10-auditorium movie theater totaling 57,600 sq. ft. located on the north side of the Westfield Mall. The project was approved by the City Council on November 4, 2015.
16. Paseo Escondido – *No change from the following update reported last week:* This project is a mixed-use 122-unit multi-family planned development at the southeastern corner of Ash Street and Washington Ave. The proposed project consists of 26 one-bedroom and 96 two-bedroom apartments in three four-story buildings, and two 5,000 SF commercial buildings (10,000 SF total) oriented around an outdoor plaza. Additional submittals required to complete the application. The applicant is in the process of scheduling a soils analysis to ensure there are no onsite contaminants.
17. High Pointe (Palos Vista Neighborhood 3) – *No change from the following update reported last week:* This project is a custom-home development with 39 estate lots accessed from Mesa Rock Road. Staff has prepared a bond and fee letter based on the proposed grading and landscape plans, and has sent it to the applicant.
18. Springhill Suites – This project is a 105-suite hotel totaling 73,300 sq. ft. located at 300 La Terraza Drive involving 4 stories, a small conference room and an enlarged lobby for serving continental breakfast. The project has undergone two building plan checks for this planned development. A revised set of grading plans have been approved. Landscaping plans were submitted involving the hotel site and the parking lot of the adjacent property for review, and department comments are being finalized.

City Manager's WEEKLY UPDATE to City Council

19. Del Prado (former Woody's site) – *No change from the following update reported last week:* This project is a 113-unit Planned Development located at the southwestern corner of Brotherton Road and the Centre City Parkway frontage road. The project includes a recreational facility, pool, and open space areas Staff has met with the applicant to address sewer and emergency access and engineering issues. A revised set of plans was submitted responding to staff comments. The Fire Department met with the applicant regarding emergency access. Staff is working with the applicant to develop street striping plans around the project's frontages for ensuring safe traffic movement. Additional environmental documentation has been requested, which is being conducted by the applicant.
20. BMW Dealership – *No change from the following update reported last week:* A Precise Plan application to expand the existing dealership showroom an additional approximately 4,000 square feet and enhance the building façade at 1557 Auto Park Way was approved by the Planning Commission on October 13, 2015. A demolition permit to remove portions of the existing structure has been issues. The project is under construction.
21. Solutions for Change – The project is a Planned Development application for 33 affordable multi-family units. It was approved by the Planning Commission on October 13, 2015, and by the City Council November 18, 2015. Building plans have been submitted for review and a comment letter is being prepared. Staff authorized payment of Housing Division funds for reimbursement of applicant's consultant invoices. Staff has preliminarily accepted minor redesign efforts to meet construction costs.
22. Escondido Auto Park Association – *No change from the following update reported last week:* The association is proposing to upgrade the existing electronic message sign along I-15. On September 23, 2015, the Economic Development Subcommittee considered a request by the association to enter into an agreement with the City for reimbursement of a portion of the cost of the upgraded sign and expressed support for a five-year agreement based on anticipated public benefit of additional sales tax revenue. Staff has confirmed with the applicant sign application and submittal process.
23. 701 San Pasqual Valley Rd – *No change from the following update reported last week:* A 19-unit single family development located at 1201 E. 5th Avenue (formerly Tract 898) on 7.2 acres. The application is under review and a letter detailing additional comments and submittal requirements was forwarded to the applicant.
24. Ford-Hyundai Dealership Expansion – *No change from the following update reported last week:* An expansion involving approximately 13,000 sq. ft. of showroom buildings and 6,700 sq. ft. wash/detail building at 1717-1919 Auto Park Way was approved by the Planning Commission on June 23, 2015. Grading plans, building plans and signage plans have been submitted for staff review.

Building Division:

City Manager's WEEKLY UPDATE to City Council

1. The Building Division had one of the busiest weeks issuing permits on record with 99 permits for the week with a total valuation of \$5,313,792.
2. 30 photovoltaic permits were issued for the week. Building has issued 100 solar permits this year compared to 84 issued for the same time last year.
3. Our building inspectors had a very busy week, averaging 37 inspections per day with 34 inspections on Friday. 46 inspections were requested on Wednesday. Our building counter was very busy this week, averaging 43 counter sign in's per day with 56 sign in's on Tuesday and 23 on Friday.
4. In addition to the expedited solar permitting now available, residential roof top solar projects that qualify to be expedited, can be accepted electronically through e-mail. More information is provided on the city's website.
5. The 76-unit condominium complex at 2412 S Escondido Blvd has received framing inspections on all 3 buildings.
6. The new 24Hr. Fitness at the North County Mall is requesting rough framing inspection for their tenant improvement.
7. The Pradera single family tract at Lehner and Stanley Ave obtained permits for 16 single family dwelling production units in Phase 1 and Phase 2. The three models have received final inspection approval.
8. The new Taco Bell restaurant and office building on North Escondido Blvd are now preparing their project site for final inspection and occupancy.
9. The Meadowbrook assisted living facility at North Broadway has received inspection approval for their podium slab and are beginning framing on the first floor.
10. The monthly Building Report is attached.

Code Enforcement:

1. As of February 1, 2016, the total number of open code enforcement cases is 342 cases. During the prior week, 58 new cases were opened, and 69 cases were closed, with a backlog of an additional 20 cases not yet opened for assignment and investigation.
2. There were 137 illegal signs confiscated during the weekend. Three Public Record Requests (PRR) were processed, for a total of 7 PRRs processed during 2016 to date.

City Manager's WEEKLY UPDATE to City Council

3. Last week the Business License Division issued 19 new licenses and received 37 new applications, in addition to 251 renewals.

PUBLIC WORKS UPDATE

- The following is a summary of damage from last weekend's storm:

Downed trees/Lights/Signs:

- Large tree (approx. 50 feet) at Centre City Parkway & 9th. Crews responded thing Monday morning to remove tree. It was not blocking traffic.
- Tree or large branch on Bike/Ped path in the area of the Transit Station and PW Yard.
- Large tree at El Norte & Bennett. San Marcos Fire Dept. helped EPD move the tree to side of the road on Sunday night and our crew removed the tree on Monday.
- California Pepper lost a limb which blocked sidewalk in the 700 block of Juniper at Seventh Avenue.
- California Pepper lost a limb at 864 Juniper & Ninth Avenue
- Uprooted tree blocked road at Kauana Loa and Oakview Way
- A private tree at 850 Pinecrest. They will need to handle it themselves as tree is privately owned and maintained.
- A private tree at Fourth Avenue caused extensive damage to vacant home.
- Additional storm damage experienced and handled by standby crews over the weekend:
 - An overhead sign ripped from traffic signal mast arm by high winds at northbound Centre City Parkway and Thirteenth Avenue.
 - Two light poles at Kit Carson Park fell.
 - Sports field light at Ryan Park experienced an electrical problem during the storm. Early troubleshooting efforts are pointing to an electrical problem. Will require the rental of an 80ft. aerial boom truck to make repairs. This is a lower priority repair and will be scheduled for a time when crews are available.

Channel Clearing

- Drainage crew working with environmental monitors on channel cleaning. Activity scheduled last week and monitors onsite. Channels weathered the recent storm with no reported problems.

Sand Bags

- Residents were very active filling sandbags over the weekend at Kit Carson Park.

Potholes

- Patch truck assigned to pothole repairs. Additional support for patch truck will be provided by staff in pickups (2 units) using "Perma-Patch" pothole repair.

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

- The Gap Vax went down last week due to a mechanical failure associated with a hydraulic hose abraded by a rotating shaft. This was determined to be warranty work and will be repaired at no cost to City.

CAPITAL IMPROVEMENTS

Storm Drain Inlet Filter Basket Project:

The final unit of this Public Service Agreement was installed on February 02, 2016. The installed units have been inspected after the most recent storms and found to be working effectively to intercept organic material and trash from entering the storm drain system.

Kit Carson Park D-75 Concrete Ditch Stabilization:

The City staff met with the Army Corps representative at the project site on January 27 to finalize the needed permit. It is expected that we will receive the approved permit later this week.

Private Development

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

No change from the following update reported last week: On site storm drain construction along Bear Valley Parkway between Suburban Hills Drive and Viewmont Drive is continuing this week. The roadway structural section is being constructed along Bear Valley Parkway between Lloyd Place and Boyle Avenue. Access to Boyle Avenue west of Bear Valley Parkway is closed for next few weeks for construction of dry utilities and new surface improvements, the detour route is clearly posted. The access to Birch Avenue west of Bear Valley Parkway has been reopened to all traffic.

2412 South Escondido Boulevard:

No change from the following update reported last week: On site construction of new homes is continuing this week.

Pradera - Lennar Communities:

The model homes opened as scheduled this past weekend. The next phase of off-site construction is expected to begin soon with the construction of water main replacement along Stanley Avenue between Ash Street and Conway Drive.

Rincon del Diablo 8" & 12" Water main Construction:

The construction of the bore pit which is located on North Broadway between Jesmond Dene Drive and North Avenue is in place with the boring operation beginning on February 2, 2016. Staff is working closely with both the utility and the school district to ensure work hours and safety measures are in place to provide safe access to the school during peak travel times.

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

Future Capital Improvement:

East Valley Parkway/Valley Center Road Widening Project:

Real Property has reached agreement with all but one property owner. AT&T submitted preliminary plans to underground their existing overhead services for staff review on January 29th. SDG&E's final design to underground existing overhead services is anticipated at any time for staff review. Staff is preparing a submittal to Caltrans for their review of the project design and its compliance with Federal funding requirements.

Grape Day Playground Equipment:

Project bids were opened on January 28. Staff will seek City Council approval to authorize award of the project at the February 10 meeting. This project is funded by a Housing Related Park Grant.

El Norte Pkwy/Fig Street and East Valley Parkway/Date Traffic Signals:

Design for the El Norte Pkwy/Fig Street traffic signal is 90% complete. Staff anticipates completing the design by end of this month. The East Valley Parkway/Date Street signal stands at 30% design. Staff's focus has shifted to this intersection to bring the design to 50% to allow for distribution to Utility owners for conflict checks. Staff has submitted requests for service points (power sources) for both projects to SDG&E.

PUBLIC SAFETY

Police:

Incidents

- On 1/26/2016, Officer Lokers observed a stolen vehicle from Carlsbad that he recognized from an earlier radio broadcast. Officer Lokers waited for responding units and the Gang Enforcement Team was the first to arrive. The driver made a U-turn in the cul-de-sac of Orange/15th and accelerated toward Officers Alva and Love. They took evasive action to avoid being struck by the fleeing vehicle. The driver nearly collided with other police units that were in the area. ASTREA was overhead and assisted with the pursuit, which terminated in the 1500 block of Robyn Lane after the driver stopped the vehicle and fled on foot. There were no injuries to officers, no collision damage to any vehicles, and the driver was not injured.
- On 1/27/2016 personnel from the Special Investigations Unit served a search warrant at a residence at 2700 E. Valley Pkwy. The operation yielded four felony arrests, one handgun and various quantities of heroin, cocaine, marijuana, and methamphetamine.

City Manager's WEEKLY UPDATE to City Council

- On 1/27/16 the PD received numerous calls of several subjects running up and down the street in the area of Elm/Sheridan. Units arrived on scene and found five “suspects” running in several different directions. After some corralling, lots of hoofing it, and some cowboy tactics, all five “suspects” were detained, courtesy of the **Magnificent Seven**. The horses were returned to their owner. This posting received 27,000 “reaches” on the Escondido Police Department Facebook page.



Events

- The Escondido Police Department's Facebook is close to reaching its next milestone of 6,000 likes.
- Cassandra Barnes was recently hired to fulfill a position in the Crime Lab. She is currently finishing other obligations and will be starting next week.

Fire:

The 2016 Escondido CERT (Community Emergency Response Team) academy will be held in March. Persons interested in attending the academy may visit <http://fire.escondido.org/cert.aspx> for dates and registration information.

###

CITY OF ESCONDIDO MONTHLY ACTIVITY REPORT JANUARY 2016

DESCRIPTION	MTD UNITS	MTD PERMITS	CURRENT YEAR MTD VALUE	PRIOR YEAR MTD VALUE	YTD UNITS	PRIOR YEAR YTD UNITS	YTD PERMITS	PRIOR YEAR YTD PERMITS	CURRENT YEAR YTD VALUE	PRIOR YEAR YTD VALUE
RESIDENTIAL										
Single Family Dwelling	17	17	\$ 4,641,000	1,512,876	17	7	17	7	4,641,000	\$ 1,512,876
Townhouse										
Duplex										
Triplex										
Four Units										
Five or more Units										
Condominiums										
Mobilehome Parks										
TOTAL RESIDENTIAL	17	17	\$ 4,641,000	\$ 1,512,876	17	7	17	7	\$ 4,641,000	\$ 1,512,876
COMMERCIAL										
Amusement & Recreation										
Churches/Religious Buildings										
Industrial Buildings										
Parking Garages (Public)										
Service Stations & Repair Garages										
Hospitals & Other Institutions										
Office, Bank & Professional Buildings										
Schools										
Stores & Other Mercantile Buildings										
Hotels, Motels										
TOTAL COMMERCIAL										
MISCELLANEOUS										
Residential Alterations & Additions		39	\$ 357,056	\$ 370,534			39	42	\$ 357,056	\$ 370,534
Commercial Alterations & Additions		17	\$ 1,337,476	\$ 138,216			17	9	\$ 1,337,476	\$ 138,216
Mobilehome Awnings, etc										
Structures other than Buildings		10	\$ 88,421	\$ 199,010			10	13	\$ 88,421	\$ 199,010
Demolition, Residential		2					2			
Demolition, Other								4		
Detached Carports, Garages										
Mobilehome Setups		5					5	2		
TOTAL MISCELLANEOUS		73	\$ 1,782,953	\$ 707,760			73	70	\$ 1,782,953	\$ 707,760
GRAND TOTALS	17	90	\$ 6,423,953	\$ 2,220,636	17	7	90	77	\$ 6,423,953	\$ 2,220,636