



# Council Meeting Agenda

STATE OF THE CITY  
CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO

8:30 a.m.  
FEBRUARY 16, 2011

MAYOR	<b>Sam Abed</b>
DEPUTY MAYOR	<b>Marie Waldron</b>
COUNCIL MEMBERS	<b>Olga Diaz</b> <b>Ed Gallo</b> <b>Michael Morasco</b>
CITY MANAGER	<b>Clay Phillips</b>
CITY CLERK	<b>Marsha Whalen</b>
CITY ATTORNEY	<b>Jeffrey Epp</b>
DIRECTOR OF COMMUNITY DEVELOPMENT	<b>Barbara Redlitz</b>
DIRECTOR OF ENGINEERING SERVICES	<b>Ed Domingue</b>

# ***STATE OF THE CITY OF ESCONDIDO***

## ***A Special Meeting of the Escondido City Council***

*California Center for the Arts, Escondido*

*340 N. Escondido Blvd.*

*Escondido, CA 92025*

## ***AGENDA***

***February 16, 2011***

***8:30 a.m.***

### ***WELCOME***

*Mayor Sam Abed*

### ***INVOCATION***

*Richard Bridgman, Businessman  
Emmanuel Faith Community Church*

### ***FLAG SALUTE & PLEDGE OF ALLEGIANCE***

*Escondido Police & Fire Department  
Color Guard*

### ***STAFF SERVICE AWARDS***

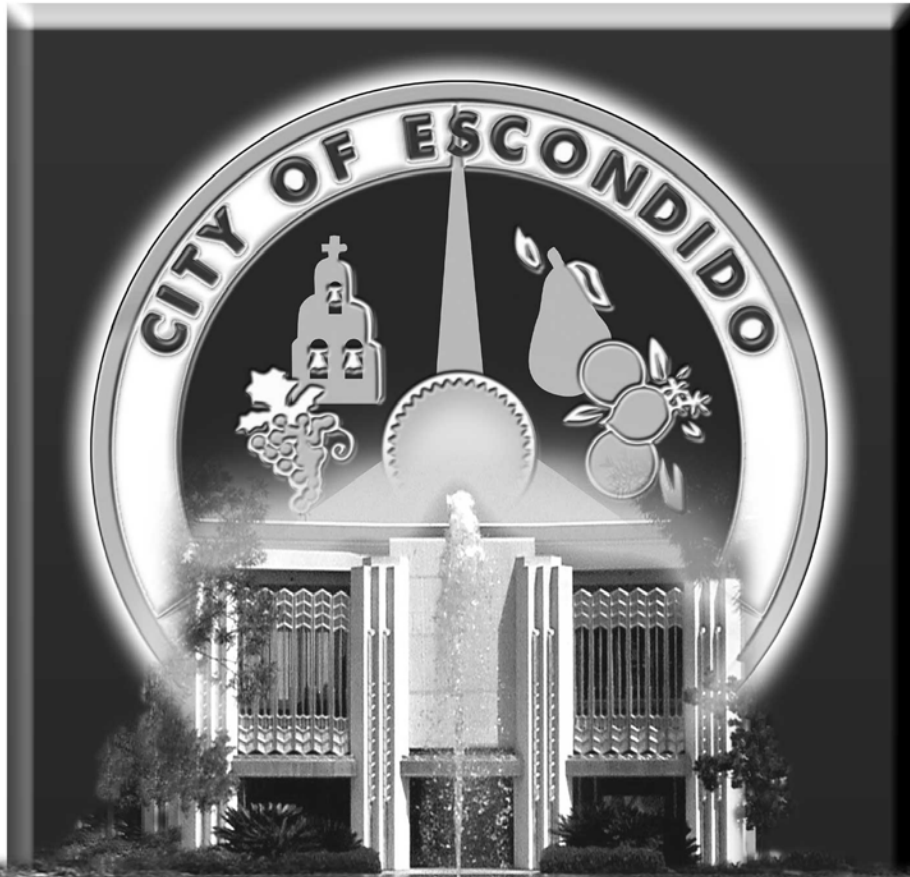
### ***CITY COUNCIL AWARDS***

### ***CITY COUNCIL REMARKS***

### ***MAYOR'S STATE OF THE CITY ADDRESS***

*Oral Communications / Adjournment*

*Seats will be available at no charge for those who wish to attend the program  
without eating breakfast*



# Council Meeting Agenda

FEBRUARY 16, 2011

CITY COUNCIL CHAMBERS ~ 3:30 P.M. & 4:30 P.M.  
201 N. Broadway, Escondido, CA 92025

MAYOR	<b>Sam Abed</b>
DEPUTY MAYOR	<b>Marie Waldron</b>
COUNCIL MEMBERS	<b>Olga Diaz</b> <b>Ed Gallo</b> <b>Michael Morasco</b>
CITY MANAGER	<b>Clay Phillips</b>
CITY CLERK	<b>Marsha Whalen</b>
CITY ATTORNEY	<b>Jeffrey Epp</b>
DIRECTOR OF COMMUNITY DEVELOPMENT	<b>Barbara Redlitz</b>
DIRECTOR OF ENGINEERING SERVICES	<b>Ed Domingue</b>

**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 16, 2011  
3:30 p.m. Meeting

## Escondido City Council Community Development Commission

### CALL TO ORDER

**ROLL CALL:** Diaz, Gallo, Morasco, Waldron, Abed

### ORAL COMMUNICATIONS

At this time the public may comment on items not appearing on the agenda. 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.)

### CLOSED SESSION

- I. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a.** Property: 475 and 480 N. Spruce Street  
Agency Negotiators: Clay Phillips  
Negotiating parties: City of Escondido and JMI Sports  
Under Negotiation: Price and terms of payment
  
  - b.** Property: 201 S. Pine St., 502 W. 2nd St. and 542 W. Third St.  
Agency Negotiators: Clay Phillips  
Negotiating Parties: City of Escondido and Potential Purchasers  
Under Negotiation: Price and terms of payment

**CLOSED SESSION**

- c.      Property:                    2165 Village Road (Old Fire Station 3)  
          Agency Negotiator:      Charles Grimm and Judson Real Estate  
          Negotiating Parties:        City and Mark & Jane Pierce  
          Under Negotiation:        Price and terms of payment

**ADJOURNMENT**



# Council Meeting Agenda

February 16, 2011  
4:30 p.m. Meeting

Escondido City Council  
Community Development Commission

## 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, Morasco, Waldron, Abed

## ORAL COMMUNICATIONS

At this time the public may comment on items not appearing on the agenda. 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.)

## 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/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES:**     Regular Meeting of January 5, 2011  
  Regular Meeting of January 12, 2011
  
4. **FISCAL YEAR 2008 BUFFER ZONE PROTECTION PLAN (BZPP) GRANT** – Request Council authorize the Escondido Police Department to accept Fiscal Year 2008 Buffer Zone Protection Plan funds in the amount of \$180,000 from the United States Department of Homeland Security.

Staff Recommendation: Approval (**Police Department: Jim Maher**)

5. **ASSET FORFEITURE FUND BUDGET ADJUSTMENT** – Request Council authorize staff to establish a budget in the amount of \$49,115 with Asset Forfeiture Funds to purchase training and equipment for police officers.

Staff Recommendation: Approval (**Police Department: Jim Maher**)

6. **SECOND AMENDMENT TO THE CITY OF ESCONDIDO FLEXIBLE BENEFIT PLAN** – Request Council approve an amendment to the City of Escondido Flexible Benefit Plan

Staff Recommendation: Approval (**Human Resources/Benefits Division: Sheryl Bennett**)

RESOLUTION NO. 2011-19

7. **ENERGY EFFICIENCY COMMUNITY BLOCK GRANT UPDATE AND PUBLIC SERVICE AGREEMENT FOR MUSCO LIGHTING – RELAMP OF ADDITIONAL BALLFIELDS WITH ENERGY EFFICIENCY BLOCK GRANT FUNDS** – Request Council accept update regarding expenditure of the Energy Efficiency Block Grant funds and approve the sole source purchase of additional ballfield lighting retrofits with Musco Lighting, Inc., in the amount of \$ 313,870.

Staff Recommendation: Approval (**Community Services: Jerry Van Leeuwen**)

RESOLUTION NO. 2011-21

8. **LIBRARY PLANNING PROJECT CONSULTANT AGREEMENT** – Request Council approve Consulting Agreement with Group 4 Architecture Research and Planning, Inc. in the amount of \$188,555 to develop a conceptual plan for a phased expansion of the Main Library.

Staff Recommendation: Approval (**Community Services/Library: Laura Mitchell**)

RESOLUTION NO. 2011-28

**CONSENT CALENDAR**

9. **AMENDMENT TO THE HALE AVENUE RESOURCE RECOVERY FACILITY INFLUENT PUMP STATION UPGRADE DESIGN** – Request Council authorize the Mayor and City Clerk to execute an amendment to the existing Consulting Agreement with PBS&J in the amount of \$174,510 for additional engineering services to prepare construction drawings and specifications for the Influent Pump Station Upgrade Design project at the Hale Avenue Resource Recovery Facility.

Staff Recommendation: Approval (**Utilities: Lori Vereker**)

RESOLUTION NO. 2011-24

10. **WASTEWATER COLLECTION MASTER PLAN**- Request Council authorize the Mayor and City Clerk to execute a Consulting Agreement with PBS&J in the amount of \$330,025 for engineering services to prepare a Wastewater Collections Master Plan Update.

Staff Recommendation: Approval (**Utilities Department: Lori Vereker**)

RESOLUTION NO. 2011-23

11. **ESCONDIDO-VISTA WATER TREATMENT PLANT ONSITE CHLORINE GENERATION AND BUDGET ADJUSTMENT** - Request Council authorize the Mayor and City Clerk to execute a Consulting Agreement with Black & Veatch, in the amount of \$619,014, for engineering services to prepare construction drawings and specifications for the Escondido-Vista Water Treatment Plant Onsite Chlorine Generation Project; and request Council approve a budget adjustment in the amount of \$200,000, from Water Treatment Plant Major Maintenance Projects to fund this project.

Staff Recommendation: Approval (**Utilities Department: Lori Vereker**)

RESOLUTION NO. 2011-25

12. **PROPOSITION 1E GRANT APPLICATION** – Request Council authorize the Utilities Director to submit a Proposition 1E Grant Application and enter into an agreement to receive grants from the California Department of Water Resources.

Staff Recommendation: Approval (**Utilities Department: Lori Vereker**)

RESOLUTION NO. 2011-30

13. **2007 SAN DIEGO INTEGRATED REGIONAL WATER MANAGEMENT PLAN** – Request Council adopt the 2007 San Diego Integrated Regional Water Management Plan

Staff Recommendation: Approval (**Utilities Department: Lori Vereker**)

RESOLUTION NO. 2011-29

## CONSENT CALENDAR

14. **AGREEMENT FOR ACQUISITION OF REAL PROPERTY – NORDAHL BRIDGE REPLACEMENT PROJECT** – Request Council authorize the Mayor and City Clerk to execute Acquisition Agreements for the acquisition of portions of the property located at 1980 W. Mission Road, 2126 W. Mission Road and 2838 Auto Park Way with Wells-CECO, L.P., \$4,500; Richard T. Sokol, Vincent N. & Patricia A. Pompo, \$2,800; and Robert S. & Pamela A. Bills; \$6,100.

Staff Recommendation: Approval (**Engineering Services: Ed Domingue**)

RESOLUTION NO. 2011-22

## CONSENT - RESOLUTIONS AND ORDINANCES (COUNCIL/CDC/RRB)

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

## PUBLIC HEARINGS

15. **ADOPTION OF THE 2010 CALIFORNIA FIRE CODE (CFC) AND LOCAL AMENDMENTS** – Request Council adopt the 2010 California Fire Code and Local Amendments. (Public Hearing set at January 26, 2011 Council Meeting with a vote of 5/0).

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

ORDINANCE NO. 2011-03 RR Adoption and Second Reading

## CURRENT BUSINESS

16. **APPOINTMENT OF AN ALTERNATE TO THE SANDAG COUNCIL SUBCOMMITTEE** – Appoint Ed Gallo as an alternate to serve on the SANDAG Borders Committee.

Staff Recommendation: Approval **(Mayor Sam Abed)**

17. **UTILITIES DEPARTMENT CONCEPTUAL PLAN TO ADDRESS WASTEWATER CAPACITY AND WATER RELIABILITY** – Request Council approve the conceptual plan to address wastewater capacity and water reliability for the City by increasing the use of recycled water.

Staff Recommendation: Approval **(Utilities Department: Lori Vereker)**

18. **RESOLUTION TO OPPOSE THE GOVERNOR'S PLAN TO ELIMINATE REDEVELOPMENT AGENCIES**

Staff Recommendation: Approve **(Council members Marie Waldron and Ed Gallo)**

RESOLUTION NO. 2011-32

19. **COMMUNITY DEVELOPMENT COMMISSION (CDC) PARTIAL LOAN REPAYMENT** – Request the Community Development Commission authorize a partial repayment of the obligation owed by the CDC to the City and direct the transfer of certain properties from the CDC to the City for further public use.

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

CDC RESOLUTION NO. 2011-04

20. **FISCAL YEAR 2011/12 PRELIMINARY BUDGET REVIEW**

Staff Recommendation: Provide Direction to Staff **(Finance Department: Gil Rojas)**

21. **ORAL REPORT: COUNCIL COMMENTS/REGIONAL ISSUES** – This item provides an opportunity for City Council representatives on regional boards, commissions, and committees, to report back to Council on matters being addressed by those respective boards, commissions, and committees. This item is for reports only, and there will be no discussion or action on the reports. Such discussion or action will be calendared for a future agenda

Staff Recommendation: None **(Mayor and City Council members)**

## BRIEFING (Staff)

**FUTURE AGENDA**

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

Staff Recommendation: None **(City Clerk’s Office: Marsha Whalen)**

**ORAL COMMUNICATIONS**

At this time the public may comment on items not appearing on the agenda. 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.

**COUNCIL/COMMISSION/ MEMBERS COMMENTS**

**ADJOURNMENT**

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
February 23	No Meeting	-	-	-
March 2	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
March 9	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
March 16	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
March 23	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
March 30	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. 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.

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.ci.escondido.ca.us/government/agendas/PublishedMeetings.htm>
- 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 can be viewed the following Sunday and Monday evenings at 6:00 p.m. on Cox Cable. The Council meetings are also available live via the Internet by accessing the City's website at [www.escondido.org](http://www.escondido.org), and selecting: City Council/broadcasts of City Council Meetings/live video streaming.

**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 and 4:30 p.m. (Verify schedule with City Clerk's Office) Members of the Council also sit as the Community Development Commission and the Mobilehome Rent Review Board.**

**CITY HALL HOURS OF OPERATION  
Monday-Thursday 7:30 a.m. to 5:30 p.m.**



*If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4641. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.*

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



ITEM NO.: 3

AGENDA: 2/16/11

**APPROVAL**

**OF**

**MINUTES**

**CITY OF ESCONDIDO**  
**JANUARY 5, 2011**  
**4:00 p.m. Meeting Minutes**

**Escondido City Council**  
**Community Development Commission**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council and Community Development Commission was called to order at 4:00 p.m. on Wednesday, January 5, 2011 in the Council Chambers with Mayor Abed presiding.

**FLAG SALUTE**

Mayor Abed led the flag salute.

**ATTENDANCE**

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Councilmember Michael Morasco, Mayor Pro Tem Marie Waldron, and Mayor Sam Abed. Quorum present.

Also present were: Clay Phillips, City Manager; Jeffery Epp, City Attorney; Barbara Redlitz, Community Development Director; Ed Domingue, Engineering Services Director; Marsha Whalen, City Clerk; and Liane Uhl, Minutes Clerk.

**ORAL COMMUNICATIONS**

**Don Greene, Escondido**, indicated there had been recent court changes to rent control policies.

**Erica Johnson, Sullivan Solar Power**, distributed information, gave a report on the company and stated Sullivan Solar Power was available to Escondido homeowners.

**Wayne Louth, Escondido**, indicated the painter, Scott LaBaido, would be in Escondido in March or April to paint a flag on a rooftop in Escondido, and distributed information on the Patriot Flag tour.

**Brian Murphy, Escondido**, invited the Council to attend the Escondido Arts Partnership's showing of furniture made from wood that is 50,000 years old. The event is scheduled for January 8, 2011 from 5:30 p.m. to 8:00 p.m.

**Wendy Wilson, Escondido Arts Partnership**, gave information on the Gallery's upcoming shows and invited the Council to the annual Volunteer Brunch scheduled for January 29, 2011 at 10:00 a.m.

## CONSENT CALENDAR

Councilmember Gallo removed items 5, 6 and 8 from the Consent Calendar for discussion.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Morasco that the following Consent Calendar items be approved with the exception of items 5, 6 and 8. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES: Regular Meeting of November 10, 2010  
Regular Meeting of November 17, 2010**
  
4. **BUDGET ADJUSTMENT FOR THE WATER DISTRIBUTION STAFF MOVE FROM THE PUBLIC WORKS YARD** – Request Council authorize a budget adjustment in the amount of \$150,000 (\$75,000 from the Water Treatment Plant Major Maintenance Account; and \$75,000 from the Miscellaneous Main Replacement project), to provide funding for Water Distribution staff to move from the Public Works Yard, used for site design and permitting. (File No. 0430-80)

Staff Recommendation: Approval (**Water Department: Lori Vereker**)

5. **SETTING A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION OF NECESSITY AUTHORIZING THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS** – Request Council authorize setting a public hearing date of January 26, 2011 to consider adoption of a Resolution of Necessity authorizing the City Attorney to initiate condemnation proceedings to acquire the property rights required across portions of San Diego County Assessor Parcel Numbers 226-112-27 (KGD Enterprises, Inc.), 226-112-31 (Pompo & Sokol) & 226-112-49 (Helix Reit), 228-360-14, 228-360-38 (Robert & Pamela Bills) & 228-360-39 (Wells-CECO, LLP) for construction of the Nordahl Bridge Replacement Project. (File No. 0690-50)

Staff Recommendation: Approval (**Engineering Division: Ed Domingue**)

### RESOLUTION NO. 2011-08R

Councilmember Gallo asked if the property was located in San Marcos.

Ed Domingue, Engineering Services Director, indicated new information that listed the City of Escondido had been placed on the dais for the Council's review.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Diaz to authorize setting a public hearing date of January 26, 2011 to consider adoption of a Resolution of Necessity authorizing the City Attorney to initiate condemnation proceedings to acquire the property rights required across portions of San Diego County Assessor Parcel Numbers 226-112-27 (KGD Enterprises, Inc.), 226-112-31 (Pompo & Sokol) & 226-112-49 (Helix Reit), 228-360-14, 228-360-38 (Robert & Pamela Bills) & 228-360-39 (Wells-CECO, LLP) for construction of the Nordahl Bridge Replacement Project and adopt Resolution No. 2011-08R. Motion carried unanimously.

6. **PARKING FINE INCREASE** – Request Council authorization to increase each parking fine by \$3.00 to address a state surcharge passed as part of Senate Bill 857. (File No. 0480-45)

Staff Recommendation: Approval (**City Attorney's Office: Gary McCarthy; and Police Department: Corey Moles**)

### RESOLUTION NO. 2011-02

Councilmember Gallo asked for clarification of several fines.

Gary McCarthy, Attorney, explained the reason for the fines.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Diaz to authorize increasing each parking fine by \$3.00 to address a state surcharge passed as part of Senate Bill 857 and adopt Resolution No. 2011-02. Motion carried unanimously.

7. **NOTICE OF COMPLETION FOR 2010 UTILITIES PAVING PROJECT** – Request Council authorize the Director of Utilities to file a Notice of Completion for the 2010 Utilities Paving Project. (File No. 0600-10 [A-2997])

Staff Recommendation: Approval (**Utilities Department: Lori Vereker**)

8. **SECOND AMENDMENT TO THE BANKING SERVICES AGREEMENT WITH BANK OF AMERICA** –Request Council authorization to approve a Second Amendment to the Bank of America Banking Services Agreement to reduce activity fee schedule and extend the term of the Agreement through July 31, 2013. (File No0600-10 [A-2249])

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

#### **RESOLUTION NO. 2011-01**

Councilmember Gallo asked if this agreement would go out to bid.

Gil Rojas, Finance Director, indicated that last year's Investment Committee agreed to negotiate a contract with a lower price.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Diaz to authorize a Second Amendment to the Bank of America Banking Services Agreement to reduce activity fee schedule and extend the term of the Agreement through July 31, 2013 and adopt Resolution No. 2011-01. Motion carried unanimously.

### **CONSENT - RESOLUTIONS AND ORDINANCES (COUNCIL/CDC/RRB)**

None

### **CURRENT BUSINESS**

9. **PROPOSAL TO OPERATE AN ESCONDIDO CONVENTION AND VISITORS BUREAU** – Request Council consider a proposal by the Escondido Chamber of Commerce to operate an Escondido Convention and Visitors Bureau to provide visitors and potential residents with leisure, lifestyle, housing and economic information about Escondido. (File No. 0135-10)

Staff Recommendation: None (**City Manager's Office: Joyce Masterson**)

Joyce Masterson, Assistant to the City Manager, introduced Alfredo Velasco, Chamber of Commerce Chairman, who gave the report and presented a series of slides.

**Jerry Lenhard, Escondido**, stated the Chamber of Commerce should not provide this service to the City, but should promote tourism.

**Alex Galenes, Escondido**, indicated the Chamber of Commerce was ready and able to assume the Convention and Visitors Bureau functions and urged Council to adopt the Chamber's proposal.

**Fred Baranowski, Escondido**, stated the Chamber was well suited to this function and it was crucial to business in Escondido. He encouraged Council to support this effort.

**Thora Guthrie, Downtown Business Association President**, indicated the Downtown Business Association supported the Chamber in taking on these duties.

**Gary Knight, Escondido**, indicated the San Diego North Economic Development Council supported the Chamber and urged Council to support their proposal.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve a proposal by the Escondido Chamber of Commerce to operate an Escondido Convention and Visitors Bureau to provide visitors and potential residents with leisure, lifestyle, housing and economic information about Escondido. Ayes: Abed, Gallo, Morasco and Waldron. Noes: Diaz. Absent: None. Motion carried.

**10. CITY COUNCIL MEETINGS AND PROCEDURES** – Request Council authorize amending Sections 2-21 and 2-24 of the Escondido Municipal Code pertaining to the time of regular meetings and the selection of a Deputy Mayor, and amending the Council Rules and Procedures. (File No. 0610-90)

Staff Recommendation: None (**Mayor Sam Abed**)

- a. **RESOLUTION NO. 2011-07R (Council Rules & Procedures)**
- b. **ORDINANCE NO. 2011-05R Introduction and first reading**

Mayor Abed led the discussion.

**Jerry Lenhard, Escondido**, indicated the public did not have enough time to speak.

**MOTION:** Moved by Councilmember Morasco and seconded by Councilmember Gallo to amend the meeting times to 3:30 p.m. for Closed Session and 4:30 p.m. for the Regular Meeting; approved the title change of Mayor Pro Tem to Deputy Mayor with a two-year appointment and to require two Councilmembers to support placing an item on the agenda, introduce Ordinance no. 2011-05R and adopt Resolution No. 2011-07R. Motion carried unanimously.

**11. ORAL REPORT: COUNCIL COMMENTS/REGIONAL ISSUES** – This item provides an opportunity for City Council representatives on regional boards, commissions, and committees, to report back to Council on matters being addressed by those respective boards, commissions, and committees. This item is for reports only, and there will be no discussion or action on the reports. Such discussion or action will be calendared for a future agenda

Staff Recommendation: None (**Mayor and City Councilmembers**)

Councilmember Diaz attended the Escondido Creek Watershed Alliance Planning Day held at the Escondido Creek Conservancy Office and noted she would be attending a San Dieguito River Park meeting next month.

Councilmember Waldron indicated the Regional Solid Waste Association would be meeting the following day.

Councilmember Gallo displayed photos of flood damage to the Sprinter and Coaster lines.

Councilmember Morasco indicated his appreciation for staff in helping him learn processes and procedures.

Mayor Abed stated he was serving on the SANDAG Regional Planning Committee and Councilmember Gallo would serve on the SANDAG Border's Committee.

## **BRIEFING (Staff)**

None

## **FUTURE AGENDA**

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

Staff Recommendation: None (**City Clerk's Office: Marsha Whalen**)

Councilmember Gallo asked that the draft streamlined mobilehome short form be placed on a future agenda.

Councilmember Diaz requested a Prop K refresher course.

## **ORAL COMMUNICATIONS**

**Joe Bologna, Escondido**, indicated he would be bringing information for Council consideration.

## **COUNCIL/COMMISSION/ MEMBERS COMMENTS**

Mayor Abed indicated the State of the City address would be held at the Escondido Center for the Arts for a breakfast meeting open to the public. Applications were available for awards nomination.

**CLOSED SESSION: (COUNCIL/CDC/RRB)**

Attorney Jeffrey Epp indicated there was no longer a need to discuss item 13, recommended recess to Closed Session and requested the addition of one item to the agenda.

Moved by Councilmember Waldron and seconded by Councilmember Diaz to add the following item to the Closed Session pursuant to Government Code Section 54954.2(b)(2); that the need to take immediate action arose subsequent to the posting of the agenda; and to recess to Closed Session. Motion carried unanimously.

**ADDED ONE ITEM:**

**CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Government Code §54956.9(a))**

- a. Mardis v. City of Escondido, Case No. 00057541

**ITEM 13 WAS NOT DISCUSSED**

- 13. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (Government Code §54956.9(b)):** Significant exposure to litigation pursuant to subdivision (b) of Government Code §54956.9(b): One Case

**ADJOURNMENT**

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MINUTES CLERK



**CITY OF ESCONDIDO  
JANUARY 5, 2011  
7:00 p.m. Meeting**

**NO ITEMS SCHEDULED  
NO MEETING**

**CITY OF ESCONDIDO**  
**JANUARY 12, 2011**  
**7:00 p.m. Meeting Minutes**

**Escondido City Council**  
**Community Development Commission**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council and Community Development Commission was called to order at 7:00 p.m. on Wednesday, January 12, 2011 in the Council Chambers at City Hall with Mayor Abed presiding.

**MOMENT OF REFLECTION**

**FLAG SALUTE**

Mayor Abed led the flag salute.

**ATTENDANCE**

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

Also present were: Clay Phillips, City Manager; Jeffrey Epp, City Attorney; Barbara Redlitz, Community Development Director; Ed Domingue, Engineering Services Director; Marsha Whalen, City Clerk; and Liane Uhl, Minutes Clerk.

**ORAL COMMUNICATIONS**

**Ann McDonald, Escondido**, submitted information and requested Council to keep the Senior Center craft shop open.

**Ruth Pickard, Escondido**, asked Council not to close the Senior Center craft shop.

**Armando, Telles, Volunteers for You Project Director**, indicated he would like to propose a program to stimulate business in Escondido.

**Thomas Armstrong, Escondido**, distributed information and stated the homeless should have better services in Escondido.

**Manuel Ponce de Leon, Escondido**, asked Council to let the Charros keep their lease.

**Filemon Jara, Chula Vista**, indicated the rodeo promoted community unity and asked Council not to terminate the Charros lease.

**Carmen Miranda, Escondido**, asked Council not to terminate the Charros lease of City land.

**Miguel Bautista, San Marcos**, urged Council to reconsider and let them keep the land for the Charros.

**Father Andres Rivero, Oceanside**, stated the rodeo was a way to teach children Mexican culture and asked Council to reconsider terminating the lease.

**Gabriel Arce, Bonita**, asked Council to let them keep the lease.

**Jose Cano, Ramona**, requested Council not to end the Charros lease.

**Jose Osterhout, Vista**, asked Council not to terminate the lease.

**Miguel Sanchez, Vista**, urged Council not to evict the Charros.

**Manuel Gutierrez, Vista**, asked Council to reconsider and let the Charros keep their lease.

**Sergio Contreras, Vista**, stated the rodeo kept kids off the street and requested that Council not terminate the Charros lease.

**Aaron Gutierrez, Vista**, indicated the rodeo was his sport and asked Council to let the Charros keep the lease.

**Benjamin Cueva, Escondido**, urged Council to support the Charros and not terminate their lease.

**Sindia Ornelas, San Marcos**, stated belonging to the rodeo reduced stress and asked Council to let the Charros keep their lease.

**Valeria Reyes, San Marcos**, indicated the rodeo was like a second home and did not want to lose it.

**Lucilo Chavez, Escondido**, stated he would like the Charros to stay in their current location.

**Daniel Gutierrez, Vista**, indicated he would like to keep the Charros lease.

**Marrilyn Carpenter, Escondido**, indicated the area leased by the Charros included the Dog Park, Hidden Valley Obedience Club, Escondido Humane Society and asked Council to reconsider terminating the lease.

**Gouzalo Soti, San Marcos**, stated support for the Charros in Escondido and urged Council not to take away the lease.

**Julian Nava, Valley Center**, suggested to Council that the Charros area be used for other equestrian events and requested they keep the Charros lease intact.

**Tirso Haro, Wildomar**, asked Council to reconsider the Charros lease.

**Ernosto De los Santos, Escondido**, urged Council not to terminate the lease.

**Mario Tellez, Ramona**, indicated the rodeo has kept him out of trouble and asked to keep the lease for their activities.

**Luis Villalobos, Bonsall**, asked Council to keep the Charros lease.

**Salvador Villalobos, Bonsall**, requested Council reconsider and keep the lease for the young people to continue the event.

**Jesus Banuelos, San Marcos**, stated the rodeo was good for families and asked Council to keep the lease.

**Miranda Griffith, Escondido**, urged Council to keep the Mexican tradition and not terminate the lease.

**Marcos, Escondido**, indicated the rodeo was a sport and asked Council to keep the Charros lease.

## CONSENT CALENDAR

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

**MOTION:** Moved by Councilmember Waldron and seconded by Councilmember Morasco that the following Consent Calendar items be approved with the exception of item 4. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES: None Scheduled**
4. **EXTENSION OF AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT FOR DOWNTOWN HOTEL AND CONFERENCE CENTER** – Request Council and CDC authorize the extension of the Amended and Restated Disposition and Development Agreement for the Downtown Hotel and Conference Center Project. (File No. 0800-40 Hotel)

Staff Recommendation: Approval (**City Attorney: Jeffrey Epp; and Assistant City Manager: Charles Grimm**)

- a. **RESOLUTION NO. 2011-05R**
- b. **RESOLUTION NO. CDC 2011-01R**

Councilmember Diaz asked for clarification of the fee for extension.

Attorney Jeffrey Epp answered the fee for extension was around \$1,000 and the amount of \$27,000 was for past due fees.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Waldron to approve a 90-day exclusive extension to Mr. Clark with any extension beyond 6 months to be brought before the Council for consideration and adopt Resolution No. 2011-05R and Resolution No. CDC 2011-01R. Motion carried unanimously.

## CONSENT - RESOLUTIONS AND ORDINANCES (COUNCIL/CDC/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/CDC/RRB at a previous City Council/Community Development Commission/Mobilehome Rent Review meeting. (The title

of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

5. **CITY COUNCIL MEETINGS AND PROCEDURES** –Approve amending Sections 2-21 and 2-24 of the Escondido Municipal Code pertaining to the time of regular meetings and the selection of a Deputy Mayor, and amending the Council Rules and Procedures (Approved by Council on 1/5/11; vote: 5/0). (File No. 0610-90)

**ORDINANCE NO. 2011-05R Second reading and adoption**

**CURRENT BUSINESS**

6. **REVISIONS TO THE STANDARD URBAN STORMWATER MITIGATION PLAN (SUSMP) TO COMPLY WITH THE REQUIREMENTS SPECIFIED BY THE MUNICIPAL STORMWATER PERMIT, ORDER NO. R9-2007-0001** – Request Council authorize the update to the City’s Standard Urban Stormwater Mitigation Plan (SUSMP) to comply with the requirements specified by the Municipal Storm Water Permit, Order No. R9-2007-0001. (File No. 0600-10 [A-2856])

Staff Recommendation: Approval (**Engineering Division: Homi Namdari and Cheryl Filar**)

**RESOLUTION NO. 2011-04**

Cheryl Filar, Utilities Department, and Homi Namdari, Engineering, gave the staff report and presented a series of slides.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Waldron to authorize the update to the City’s Standard Urban Stormwater Mitigation Plan (SUSMP) to comply with the requirements specified by the Municipal Storm Water Permit, Order No. R9-2007-0001 and adopt Resolution No. 2011-04. Motion carried unanimously.

**PUBLIC HEARINGS**

7. **RATE STUDY RESULTS AND WATER AND WASTEWATER RATE ADJUSTMENTS FOR 2011-2015** – Request Council conduct a public hearing to hear the results of the water and wastewater rate study and to consider the proposed water and wastewater rates and fees. (File No. 1320-65)

Staff Recommendation: Approval (**Utilities Division: Lori Vereker**)

**RESOLUTION NO. 2011-03**

Lori Vereker, Utilities Director, and Sudhir Pardiwala, Raftelis Financial Consultants, gave the staff report and presented a series of slides.

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

**Sally Roney, Escondido**, stated it was illegal to charge tiered water rates for fire break landscaping.

**Tom Clark, Escondido**, protested the water rate increase.

**Sandra Cline, Escondido**, indicated she did not support a rate increase.

**Pamela Scott, Escondido**, stated she did not support a water rate increase and asked Council not to grant it.

**Manuel Ponce de Leon, Escondido**, urged Council to not raise water rates.

**Tom Bellamore, California Avocado Commission President**, stated the avocado growers would not protest the water rate increase.

**Ed Grangetto, Escondido**, thanked staff for their efforts in helping preserve agriculture in Escondido.

**Alex Gonzalez, Escondido**, indicated the amount of the water rate increase was too high.

**Eric Larson, Farm Bureau**, stated that agriculture had special water needs.

**Rick Carey, Escondido**, indicated reclaimed water was not good for agriculture.

Mayor Abed asked if anyone else wanted to speak on this issue in any way. No one asked to be heard.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve the proposed one-year plan. Ayes: Diaz and Morasco. Noes: Gallo, Waldron and Abed. Absent: None. Motion failed.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Diaz to continue this item to January 26, 2011 at 4:30 p.m. Motion carried unanimously.

## **BRIEFING (Staff)**

None

## **FUTURE AGENDA**

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

Staff Recommendation: None (**City Clerk's Office: Marsha Whalen**)

Councilmember Diaz requested to place the Charros lease, the Senior Center craft shop lease and a discussion on HEAL Cities on a future agenda. Councilmember Morasco agreed to co-sponsor discussion on HEAL Cities and the Charros lease. There was no co-sponsor for the Senior Center craft shop lease.

**ORAL COMMUNICATIONS**

**Ann McDonald, Escondido**, voiced concern with recent development discussions at Council meetings.

**Delores McQuiston, Escondido**, expressed concern with the Chamber of Commerce taking over the Visitor's Bureau functions.

**Armando Telles, Escondido**, indicated the Visitor's Bureau should not be located at the Chamber of Commerce.

**COUNCIL/COMMISSION/ MEMBERS COMMENTS**

None

**CLOSED SESSION: (COUNCIL/CDC/RRB)**

None

**ADJOURNMENT**

Mayor Abed adjourned the meeting at 11:13 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MINUTES CLERK



# CITY COUNCIL

For City Clerk's Use:

APPROVED  DENIED

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

Agenda Item No.: 4  
Date: February 16, 2011

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jim Maher, Chief of Police

**SUBJECT:** FY 2008 Buffer Zone Protection Plan Program

RECOMMENDATION:

It is requested that Council authorize the Escondido Police Department to accept FY 2008 Buffer Zone Protection Plan Program (BZPP) funds in the amount of \$180,000 from the United States Department of Homeland Security. Authorize the Chief of Police to submit grant documents on behalf of the City and approve budget adjustments needed for equipment expenses.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used for one-time equipment purchases.

PREVIOUS ACTION:

None

BACKGROUND:

The Escondido Police Department has been allocated a FY 2008 BZPP Grant through the United States Department of Homeland Security. The Buffer Zone Protection Program provides grant funding to build security and risk-management capabilities to secure critical infrastructure.

If approved by your action today, the Escondido Police Department will use FY 2008 Buffer Zone Protection Plan (BZPP) funds to purchase license plate reader and surveillance equipment, radio speaker microphone extensions and barriers.

Respectfully submitted,

Jim Maher  
Chief of Police







# CITY COUNCIL

For City Clerk's Use:

APPROVED  DENIED

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

Agenda Item No.: 5  
Date: February 16, 2011

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jim Maher, Chief of Police

**SUBJECT:** Asset Forfeiture Fund Budget Adjustment

RECOMMENDATION:

It is requested that Council authorize staff to establish a budget in the amount of \$49,115 with Asset Forfeiture Funds to purchase training and equipment for police officers.

FISCAL ANALYSIS:

The Asset Forfeiture Fund will be reduced by \$49,115 leaving an unbudgeted balance of \$265,545.

PREVIOUS ACTION:

City Council approved an Asset Forfeiture budget adjustment on November 17, 2010 to purchase equipment and services for the Police Department.

BACKGROUND:

The U.S. Department of Justice (DOJ) transfers a percentage of seized assets to the City of Escondido which have been confiscated by local law enforcement officers during DOJ seizure or forfeiture efforts. These assets or funds are deposited into the City's Asset Forfeiture Account and must be used to purchase equipment or services to support law enforcement purposes. They may not be used to supplant items in the City's operating budget.

The Police Department requests your approval to set up a budget to spend \$49,115 to purchase the following equipment and services:

Item	Estimated Cost
Computer Printers (2) for Dispatch	\$ 2,500
Crash Data Retrieval System Training and Components	\$ 3,835
EVOC Driver Safety Training for Police Patrol Officers	\$29,070
LEADS Web-based Tracking System for Pawns	\$10,000
Master Taser Instructor Training	<u>\$ 3,710</u>
	<b>\$49,115</b>

Asset Forfeiture Fund Budget Adjustment  
Page 2

If approved by your action today, purchases will enhance law enforcement efforts.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Maher". The signature is stylized with a large initial "J" and a cursive "Maher".

Jim Maher  
Chief of Police



**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.:**   6  

**Date:** February 16, 2011

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Sheryl Bennett, Human Resources Director  
Cindy Titgen, Benefits and Workers' Compensation Manager

**SUBJECT:** Adoption of Second Amendment to the City of Escondido Flexible Benefit Plan

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2011-19 which adopts the Second Amendment of the City of Escondido Flexible Benefit Plan

FISCAL ANALYSIS:

No cost impact

BACKGROUND:

In 1991 the City established a Flexible Benefit Plan (Plan) for City employees which was revised in 2000 (Resolution 2000-197), amended in 2004, revised and restated on January 1, 2007, and amended in 2010. The Plan is revised, amended and restated from time to time in accordance with changes to benefit programs and federal or state legislation.

This Plan allows employees certain employee benefits as approved by City Council. The Plan is considered a Flexible Benefit Plan which covers all aspects of the City's employee benefits program including eligibility, enrollment, pre-tax elections, flexible spending accounts as well as group medical, dental, and others. The Second Amendment incorporates provisions of the Affordable Care Act of 2010; Children's Health Insurance Program Reauthorization Act of 2009; Genetic Information Nondiscrimination Act; and the Mental Health Parity and Addiction Equity Act.

This Second Amendment supersedes the provisions of the Plan and the First Amendment to the extent those provisions are inconsistent with the provisions of this Amendment. Accordingly, Staff recommends that City Council authorize the adoption of the Second Amendment of the City of Escondido Flexible Benefit Plan effective January 1, 2011, and delegates authority to the Human Resources Director or designee to implement regulatory requirements and approve future Flexible Plan Amendments or restatements of the Plan.

Respectfully submitted,

  
Sheryl Bennett  
Human Resources Director

  
Cindy Titgen  
Benefits and Workers' Compensation Manager

RESOLUTION NO. 2011-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, ADOPTING THE CITY OF ESCONDIDO'S SECOND AMENDMENT TO THE FLEXIBLE BENEFIT PLAN DATED JANUARY 1, 2010, AND DELEGATING FUTURE PLAN AMENDMENT AUTHORITY TO THE HUMAN RESOURCES DIRECTOR

WHEREAS, City Council has approved employee benefit plans for City employees; and

WHEREAS, City Council desires to establish a Second Amendment to the City of Escondido Flexible Benefit Plan. The City of Escondido Flexible Benefit Plan (the "Plan") is for the benefit of the eligible employees and others of the City and qualifies as a Cafeteria Plan under Section 125 of the Internal Revenue Code of 1986 (the "Code"), as amended from time to time, and

WHEREAS, attached is a copy of the Second Amendment ("Amendment") to the Plan which incorporates provisions of the Affordable Care Act of 2010; Children's Health Insurance Program Reauthorization Act of 2009; Genetic Information Nondiscrimination Act; and the Mental Health Parity and Addiction Equity Act. This Amendment supersedes the provisions of the Plan and First Amendment to the Plan to the extent those agreements are inconsistent with the provisions of the Amendment; and

WHEREAS, pursuant to Sections 10.1 and 11.6 of the Plan, a person duly authorized by the City's legally constituted authority may amend the Plan; and

WHEREAS, the Human Resources Director recommends City Council delegate future Plan amendment authority to the Human Resources Director or his/her designee

and adopt the present Amendment to the Plan.

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

1. That the above recitations are true.
2. That the City Council hereby adopts the Second Amendment to the City of Escondido's Flexible Benefit Plan, attached as Exhibit "A" to this resolution and is incorporated by this reference.
3. That the City Council delegates authority to the Human Resources Director or designee to:
  - a) Implement regulatory requirements
  - b) Approve future Flexible Plan Amendments or restatement of the City of Escondido Flexible Plan

**2010 HEALTH CARE REFORM & OTHER PROVISIONS AMENDMENT**

**ARTICLE I  
PREAMBLE**

- 1.1 **Adoption and effective date of amendment.** The Employer adopts this Amendment to the City of Escondido Flexible Benefit Plan ("Plan") to reflect certain provisions of the Affordable Care Act of 2010 (the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act); Children's Health Insurance Program Reauthorization Act of 2009 (State Children's Health Insurance Program (SCHIP)); the Genetic Information Nondiscrimination Act (GINA); and the Mental Health Parity and Addiction Equity Act (MHPAEA). The sponsor intends this Amendment as good faith compliance with the requirements of these provisions. This Amendment shall be effective on or after the date the Employer elects in Section 2.1 below.
- 1.2 **Supersession of inconsistent provisions.** This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Multiple adopting employers.** If more than one employer has adopted the Plan, the main employer shall adopt this amendment on behalf of all adopting employers and such provisions shall apply to all adopting employers.
- 1.4 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.

**ARTICLE II  
ELECTIONS**

- 2.1 **Effective Dates**        The effective dates are indicated in each Article below.

**ARTICLE III  
MISCELLANEOUS PROVISIONS**

- 3.1 **Change in Reimbursement.** Effective January 1, 2011, the Plan's definition of "Medical Expenses" under the Health Care Reimbursement Arrangement or Health Flexible Spending Account is amended by the addition of the following:

Notwithstanding anything in the Plan to the contrary, a Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin. In addition, only medicine or drugs considered to be prescription drugs under Code Section 106(f) (not "over-the-counter" drugs obtained under prescription) shall be able to be purchased by debit and/or credit cards issued to be used in conjunction with the Plan.

- 3.2 **Dependent.** Effective as of the date the group health plan(s) provide such provision but no earlier than March 30, 2010, the Plan's definition of "Dependent" is amended by the addition of the following:

"**Dependent**" shall include any child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account as allowed by reason of the Affordable Care Act.

A Participant's "Child" includes his natural child, (stepchild or foster child if the group health plan(s) so provide) adopted child, or a child placed with the Participant for adoption. An Employee's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Participant or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Participant of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

- 3.3 **Dependent.** Effective as of the date the group health plan(s) provide such provision but no earlier than March 30, 2010, the Plan's Change in Status provisions are amended by the addition of the following:

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child up to the end of the year in which a child attains age 26, as allowed under Code Sections 105(b) and 106 and IRS Notice 2010-38, shall qualify as a change in status.



SECOND AMENDMENT  
ARTICLE IV  
SPECIAL ENROLLMENT RIGHTS

4.1 **Special Enrollment Rights.** Effective April 1, 2009, the Plan is amended to allow for special enrollments rights in the event a Participant or his or her eligible Dependent (1) loses coverage under Medicaid or a state child health program, or (2) becomes eligible for state assistance with respect to paying his or her contributions to the Plan, as follows:

**Special enrollment rights.** A Participant may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (State Children's Health Insurance Program (SCHIP)); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

ARTICLE V  
GENETIC INFORMATION NONDISCRIMINATION ACT

5.1 **Effective Date.** This Section is effective for Plan Years beginning on and after the first day of the Plan Year beginning on or after May 21, 2009.

5.2 **Genetic Information Nondiscrimination Act.** Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

ARTICLE VI  
MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

6.1 **Effective Date.** This Section is effective for Plan Years beginning on and after the first day of the Plan Year beginning on or after October 9, 2009.

6.2 **Mental Health Parity and Addition Equity Act.** Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act.

This amendment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Name of Employer: **City of Escondido**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name / Title

SECOND AMENDMENT  
**City of Escondido Flexible Benefit Plan**

**2010 HEALTH CARE REFORM & OTHER PROVISIONS AMENDMENT**

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PREAMBLE**

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The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Participant of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

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Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child up to the end of the year in which a child attains age 26, as allowed under Code Sections 105(b) and 106 and IRS Notice 2010-38, shall qualify as a change in status.

SECOND AMENDMENT  
**ARTICLE IV**  
**SPECIAL ENROLLMENT RIGHTS**

- 4.1 **Special Enrollment Rights.** Effective April 1, 2009, the Plan is amended to allow for special enrollments rights in the event a Participant or his or her eligible Dependent (1) loses coverage under Medicaid or a state child health program, or (2) becomes eligible for state assistance with respect to paying his or her contributions to the Plan, as follows:

**Special enrollment rights.** A Participant may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (State Children's Health Insurance Program (SCHIP)); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

**ARTICLE V**  
**GENETIC INFORMATION NONDISCRIMINATION ACT**

- 5.1 **Effective Date.** This Section is effective for Plan Years beginning on and after the first day of the Plan Year beginning on or after May 21, 2009.
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**ARTICLE VI**  
**MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT**

- 6.1 **Effective Date.** This Section is effective for Plan Years beginning on and after the first day of the Plan Year beginning on or after October 9, 2009.
- 6.2 **Mental Health Parity and Addition Equity Act.** Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act.

This amendment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Name of Employer: **City of Escondido**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name / Title

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.:** 7  
**Date:** February 16, 2011

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Jerry Van Leeuwen, Director of Community Services  
**SUBJECT:** ENERGY EFFICIENCY CONSERVATION BLOCK GRANT UPDATE, MUSCO LIGHTING SOLE SOURCE PSA

RECOMMENDATION:

It is requested that Council accept staff's update regarding expenditure of the Energy Efficiency Conservation Block Grant funds and adopt Resolution No. 2011-21 authorizing the Mayor and City Clerk to execute a Public Service Agreement with MUSCO Lighting to install energy efficient ball field lighting at Kit Carson Girls Softball fields, and Del Dios Middle School as a part of the Energy Efficiency Conservation Block Grant (CBG).

FISCAL ANALYSIS:

This retrofit lighting project will cost \$313,870 and will be paid through the Energy Efficiency CBG funds.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

N/A

PREVIOUS ACTION:

At the November 18, 2009 meeting, Council approved the acceptance of grant funds through the Energy Efficiency CBG program. The City was approved for \$1,273,300 in total funding and the ball field relamping project was one of the approved projects.

BACKGROUND:

The Green Energy audit training program that was proposed did not come to fruition. During the time that elapsed between the program proposal and the grant funding, numerous agencies in the County began similar programs and the local need for the program was severely diminished. Staff analyzed how the remaining grant monies could best be spent in the allotted time line to maximize the energy savings. It was determined that retrofitting additional ball fields with the energy efficient lights and the

purchase of hybrid vehicles, was the best use of the monies. The monies for the purchase of the hybrid vehicles is already in the FY 2010/11 vehicle replacement budget and the grant funds will pay the difference in costs between the hybrids and the standard vehicles.

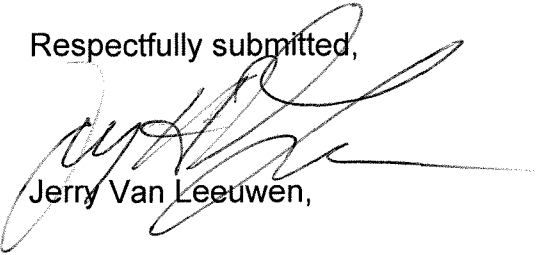
As a part of the research done for the grant application, staff was asked to evaluate available technological improvements applicable to the Energy Efficiency CBG program. Recreation staff identified the MUSCO "Green" Ball Field Lighting system as an opportunity to save the City approximately 50% of the energy costs over the existing ball field lights at the Adult Softball complex. This is one of the most heavily used field lighting systems in the City's inventory. Staff worked with MUSCO lighting to identify the costs to retrofit the lights and the potential energy savings. This information was submitted to the work group and the project was selected to be a part of the grant program.

After completing the research on lighting systems it has been determined, pursuant to section 10-103B of the City's municipal code, that MUSCO Lighting meets the qualifications to be a sole source purchase. The lighting system is one of the most advanced systems available, with the best energy savings available and it is compatible with the City's ball field lighting control system, which is provided by MUSCO.

Attached to Resolution No. 2011-21 is a Public Service Agreement for MUSCO Lighting to install the new energy efficient retrofit lights at the Girls Softball fields in Kit Carson Park and Del Dios Middle School. Staff recommends that the Council approve the PSA and adopt Resolution No. 2011-21.

Staff has submitted the amendment for the Energy Efficiency CBG and will be awaiting approval. No contracts will be initiated until such time approval is received; and no monies will be spent on the ball field project if the grant amendment is not approved.

Respectfully submitted,



Jerry Van Leeuwen,

RESOLUTION NO. 2011-21

7.

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 SERVICE AGREEMENT WITH MUSCO LIGHTING TO RETROFIT THE BALL FIELD LIGHTS AT KIT CARSON PARK GIRLS SOFTBALL AND DEL DIOS MIDDLE SCHOOL

WHEREAS, the City of Escondido has been granted funds through the Energy Efficiency Conservation Block Grant ("CBG") program; and

WHEREAS, the ball field lighting retrofit is an approved project for the expenditure of the Energy Efficiency CGB funds; and

WHEREAS, MUSCO LIGHTING ("MUSCO") has been identified as the sole source bidder for retrofitting the lighting system; and

WHEREAS, pursuant to the Municipal Code, section 10-103 B, the MUSCO bid is deemed to be compatible with the existing ballfield lighting and the control system for all the City's ball field lighting; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to approve a Public Service Agreement ("Agreement") with MUSCO to retrofit the ball field lights at Kit Carson Park Girls Softball fields and Del Dios Middle School; and

WHEREAS, the Community Services Director recommends an approval of the Agreement effective January 26, 2011, in an amount not to exceed \$313,870;

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

1. That the above recitations are true.
2. That the City Council accept the recommendation of the Community Services Director.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement for installation of the energy efficient ball field lighting. A copy of the Agreement is attached to this resolution as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO  
PUBLIC SERVICES AGREEMENT

This Agreement is made this 26th day of January, 2011.

Between:                   CITY OF ESCONDIDO  
                                  a Municipal Corporation  
                                  201 N. Broadway  
                                  Escondido, California 92025  
                                  Attn: Robin Bettin  
                                  760-839-6269  
                                  ("CITY")

And:                        MUSCO CORPORATION  
                                  100 1<sup>st</sup> Ave West  
                                  Box 808  
                                  Oskaloosa, IA, 52577-0808  
                                  Attn: (Jim Hansen)]  
                                  [1-800-825-6020]  
                                  ("CONTRACTOR")

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

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$313,870. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by Sept 30, , 2011. Extension of terms or time of performance may be made only upon the City's written consent.
4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.



5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
7. Insurance Requirements.

- a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
  - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
  - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
  - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
  - (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. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR \_\_\_\_\_

Waiver appropriate by CITY \_\_\_\_\_

- c. Each insurance policy required above must be acceptable to the City Attorney.
  - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
  - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
  - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
  - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.

- (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
  - b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
- Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2007-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.
9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing.
10. 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.
11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
12. 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.
13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. 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.
22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project.

CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Robin Bettin  
Department or Division Head

MUSCO CORPORATION

100 1<sup>st</sup> Ave west, P.O. Box 808  
Oskaloosa, IA , 52577-0808

Date: \_\_\_\_\_

\_\_\_\_\_  
(Contractor signature)

\_\_\_\_\_  
Title

*(The above signature must be notarized)*

APPROVED AS TO FORM:

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

By: \_\_\_\_\_

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

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: \_\_\_\_\_

\_\_\_\_\_  
Marsha Whalen  
City Clerk

MUSCO CORPORATION

100 1<sup>st</sup> Ave west, P.O. Box 808  
Oskaloosa, IA , 52577-0808

(Contractor name and address)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Contractor signature)

\_\_\_\_\_  
Title

*(The above signature must be notarized)*

APPROVED AS TO FORM:

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

By: \_\_\_\_\_

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

## ATTACHMENT "A"

Corporate: 100 1st Ave West · PO Box 808 · Oskaloosa, IA 52577 · 641/673-0411 · 800/825-6020 · Fax: 641/673-4852  
Manufacturing: 2107 Stewart Road · PO Box 260 · Muscatine, IA 52761 · 563/263-2281 · 800/756-1205 · Fax: 800/374-6402  
Web: www.musco.com · Email: lighting@musco.com



Resolution No. 2011-21  
EXHIBIT A  
Page 7 of 8

January 24, 2011

Robin Bettin  
City of Escondido  
Community Service Rec. Div.  
201 N. Broadway  
Escondido, CA 92025-2790

Re: **Energy Efficiency and Conservation Block Grant Program**  
Budget estimate for Kit Carson Park and Del Dios Middle School

Thank you for your interest in Musco Green Generation Lighting technology. We are pleased to assist you in applying for the EECBG grant monies to fund your project. Use of Musco fixtures will result in a reduction in your city's use of energy, a reduction in fossil fuel emissions, the creation or retention of jobs in America, and efficient operation of the lighting necessary for your sports programs. This estimate outlines the benefits, products, and services Musco can provide and is for your preliminary planning purposes.

### Light-Structure Green System Benefits

- **50% Less Operating Cost:**

\$299,940 is the projected 25-year life-cycle operating cost savings for your project with a savings of \$155,064 in energy, 1,378 metric tons of CO<sub>2</sub>, and 1,919m190 in kW hours.

Musco's Light-Structure Green reduces life-cycle operating costs by half or more compared to prior technology designed for the same light levels, through energy efficiency plus controls and maintenance savings. See attached 25-year Life-Cycle Cost for details on how this savings was calculated.

- **100% Maintenance Free for 25 years:** Musco's Constant 25™ comprehensive product assurance and warranty program covers 100% of your maintenance costs, including parts and labor, for the next 25 years. It also guarantees light levels, group lamp replacement, system monitoring, spot maintenance, and on/off control services. This program is backed by our Lighting Services Team, dedicated to maintaining our customers' sports lighting facilities.

- **Control & Monitoring System:** Control Link provides flexible control and solid management of your lighting system. On/off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax, or email. Our trained Control-Link Central™ staff is available toll-free 24/7. Musco will monitor the performance of your lighting system, and if fixture outages that affect playability are detected, we will contact you and dispatch repair technicians.
- **50% Less Spill Light:** Cuts spill light by 50% compared to Musco's prior industry-leading technology. To ensure your lighting system does not have a negative impact on your community, Musco's system will minimize off-site spill light.

**Your lighting project will cost:**

	Materials	Installation	Tax (8.75%)	Total
Kit Carson- Girls Softball Field 3 and 4	\$142,500	\$28,500	\$12,470	\$183,470
Del Dios Middle School	\$84,500	\$38,500	\$ 7,400	\$130,400

Pricing is based on January 2011 pricing and is subject to change.

*Budget Estimate Criteria*

- Guaranteed light levels of 50 footcandles in the infield and 30 in the outfield, within +/- 10% per IESNA guidelines.
- Musco is a lighting manufacturer and not an electrical contractor. Installation estimates are based upon projects similar in scope.
- Standard soil conditions. Rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods, and additional cost.

Thank you for considering Musco for your sports-lighting needs. We look forward to helping you make your project a success. I will be in touch with you to follow-up; however, please don't hesitate to contact me immediately if you have any questions.

Sincerely,

Karin Pekala  
 Field Sales Representative  
 Musco Sports Lighting, LLC  
 Phone: 858-755-2697  
 E-mail: karin.pekala@musco.com  
 Fax: 858-755-2698



# CITY COUNCIL

For City Clerk's Use:

APPROVED  DENIED

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

Agenda Item No.: 8  
Date: February 16, 2011

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Laura Mitchell, City Librarian  
Jerry Van Leeuwen, Director of Community Services  
**SUBJECT:** Consulting Agreement with Group 4 Architecture, Research + Planning, Inc. for Conceptual Design of the Library and Technology Center Plan

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2011-28 approving a consulting agreement with Group 4 Architecture, Research + Planning, Inc. in the amount of \$188,555 for the conceptual design for the Phase I expansion of the Escondido Main Library.

FISCAL ANALYSIS:

The Library & Technology Center conceptual design was approved in the 2010/11 – 2014/15 Five-Year Capital Improvement Program and Budget in the amount of \$200,000; the current balance is \$192,876.

PREVIOUS ACTION:

At the City Council meeting of February 28, 2010, the Escondido Library Board of Trustees and the Escondido Library Endowment Foundation presented a concept for a phased approach to development of a new, modern, state-of-the-art main library and technology center for Escondido. At the June 16, 2010, City Council meeting, \$200,000 was approved as part of the Capital Improvement Program to move forward with additional studies and a conceptual plan.

BACKGROUND:

Design services were solicited for the Library & Technology Center conceptual plan through a general request for qualifications in September of 2010. Statements of qualifications were submitted by fifteen different consulting firms. Four of these competing firms were invited to submit detailed proposals and make a formal presentation to the consultant selection committee. After consideration of the formal proposals, site visits two libraries design by two of the architects and consultant



interviews, the firm of Group 4 Architecture, Research + Planning, Inc., together with their team of sub-consultants, was selected as the best qualified consulting firm.

The initial consulting agreement, in the amount of \$188,555, is for preparation of the conceptual design for the Phase I expansion of the Escondido Main library that will include the renovation of the 40,000 square foot existing library at 239 South Kalmia Street, Escondido, CA 92025 and a new addition of approximately 30,000–40,000 square feet to create an integrated library campus and technology center.

The project includes site design for the entire library “block” bounded by Second and Third Avenues and Broadway and South Kalmia Streets. Included in the project will be the determination to keep or remove the approximate 8,000 square foot Mathes Community Center at 247 South Kalmia Street and if removed the inclusion of some or all of its functions into the library project. The project includes master planning for a later project Phase II in which the new addition may be expanded as a replacement for the existing library.

The initial Scope of Basic Services is for limited architectural services to update the building program, receive community input, create conceptual site and building options for the Project, assistance to the City to select a preferred option, conduct a traffic study, and development of cost and assistance with CEQA to be the basis for development of funding for the Project by the City.

Detailed design of the site and building was excluded from the original consulting agreement and deferred until the concept plan is approved by City Council later this summer and details of the project are better understood.

The attached scope of work and consulting fee in the amount of \$188,555 was negotiated with Group 4 Architecture, Research + Planning, Inc. and will provide for the scope of work outlined above. At City’s request, Group 4 provided a draft scope of work to develop a plan to relocate the historic Women’s Club building from its current and original location at 240 South Broadway to the northeast corner of Grape Day Park. That work is not included in the current agreement and will be considered separately at some future date.

Respectfully submitted,

  
Laura Mitchell, City Librarian

  
Jerry Van Leeuwen, Director of Community Services

## RESOLUTION NO. 2011-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT FOR DESIGN SERVICES WITH GROUP4 ARCHITECTURE, RESEARCH + PLANNING, INC. FOR CONCEPTUAL DESIGN FOR THE LIBRARY AND TECHNOLOGY CENTER

WHEREAS, the City staff selection committee conducted a thorough consultant selection process by a general solicitation for statements of qualifications and formal proposals from prospective consultants; and

WHEREAS, at the conclusion of the selection process, the City staff committee determined that the consulting firm of Group 4 Architecture, Research + Planning, Inc., together with their proposed sub-consultant team, was the best qualified consultant for design services and preparation of construction documents for the conceptual design of the Library and Technology Center plan; and

WHEREAS, the Director of Community Services recommends the execution of a Consulting Agreement for Design Services ("Agreement") with Group 4 Architecture, Research + Planning, Inc.; and

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

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of

Community Services.

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Group 4 Architecture, Research + Planning, Inc. for Project. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO  
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: Jerry Van Leeuwen  
760-4871  
("CITY")

And: GROUP 4 ARCHITECTURE, RESEARCH + PLANNING  
211 Linden Avenue  
South San Francisco, California 94080  
Attn: David Schnee  
650-871-0709  
("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 for the Conceptual Design of the Library and Technology Center Plan to update the building program, receive community input, create conceptual site and building options for the Project, assistance to the City to select a preferred option, and development of cost and assistance with CEQA to be the basis for development of funding for the Project by the City; 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 compensate the CONSULTANT in the amount and according to the conditions contained in "Attachment B." Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice. In the event of termination by either party, CONSULTANT shall, upon final payment, turn over to CITY all interim milestone work products. Electronic documents and media shall be provided "as-is" with no warrantee or assertion as to their accuracy or usefulness. CITY shall not use such products for anything other than their originally intended purpose and shall not be transferred to any other consultant or entity for further use without CONSULTANT's written permission, which shall not be unreasonably withheld.
7. City Property. Following final payment to CONSULTANT, All final documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement shall become the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
  - a. The CONSULTANT shall secure and maintain at its own costs, for all operations, the following insurance coverage, unless reduced by the City Attorney:
    - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
    - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage; 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. Each insurance policy required above must be acceptable to the City Attorney:
    - (1) The Certificate of Insurance must provide for written notice within no more than thirty (30) days if cancellation 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. CITY shall review and accept

CONSULTANT's insurance carrier(s) prior to CONSULTANT's executing Agreement.

- (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
  - (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-10 for Automobile Liability endorsements.
  - (2) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
  - (3) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- c. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify and defend, the CITY from liability for damages, to the extent caused by the negligence of CONSULTANT in the performance of this Agreement, excepting those claims resulting from the negligence, active negligence or intentional misconduct of any third party or by CITY, its employees, officials, or agents, not including CONSULTANT.

Notwithstanding the above, the CONSULTANT has no obligation to pay for any defense related cost prior to a final determination of its liability. Following any such determination of its liability, the CONSULTANT shall be responsible to pay an amount of such costs equal to the finally determined percentage of liability based upon the comparative fault of the CONSULTANT.

10. Waiver of Claims. CONSULTANT agrees to waive any claims against CITY and hold CITY harmless for 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 any injury or death which results or increases by any action taken to medically treat CONSULTANT.
11. 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.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either expressed 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 or CONSULTANT because of previous failure to insist upon strict performance, nor will any provision be waived by CITY or CONSULTANT 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 parties.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Sam Abed  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Marsha Whalen  
City Clerk

GROUP 4 ARCHITECTURE, RESEARCH +  
PLANNING  
211 Linden Avenue  
South San Francisco, California 94080

Date: \_\_\_\_\_

\_\_\_\_\_  
David Schnee  
Principal

*(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.



ATTACHMENT A

SCOPE OF SERVICES

**ESCONDIDO LIBRARY AND TECHNOLOGY CENTER**

Escondido Public Library  
City of Escondido

**I THE PROJECT**

- 1.0 The Project is for the conceptual design for the Phase I expansion of the Escondido Main library that will include the renovation of the 40,000 square foot existing library at 239 South Kalmia Street, Escondido, CA 92025 and a new addition of approximately 30,000 – 40,000 square feet to create an integrated library campus and technology center. The project includes site design for the entire library “block” bounded by Second and Third Avenues and Broadway and South Kalmia Streets. Included in the project will be the determination to keep or remove the approximate 8,000 square foot Mathes Community Center at 247 South Kalmia Street and if removed the inclusion of some or all of its functions into the library project. The project includes master planning for a later project Phase II in which the new addition may be expanded as a replacement for the existing library.
- 2.0 The initial Scope of Basic Services is for limited architectural services to update the building program, receive community input, create conceptual site and building options for the Project, assistance to the City to select a preferred option, and development of cost and assistance with CEQA to be the basis for development of funding for the Project by the City.
- 3.0 The Consultant team shall include the services of prime consultant architect and planner Group 4 Architecture, Research + Planning, and the following sub-consultants: landscape architecture, SWA Group; cost planning, Davis Langdon; historical assessment, Archaeos; and library consultants, Joan Frye Williams and George Needham.
- 4.0 In selecting the Consultant, the City recognizes that the Consultant has the qualifications to provide full planning, architecture, and interior design services including schematic design, design development, construction documents, bidding, construction administration, and post-construction phase services. The City, at its discretion, may choose to amend this contract to add these services to the Consultant’s Scope of Services for Additional Compensation if mutually agreed to by the City and the Consultant.

**II SCOPE OF BASIC SERVICES**

**1. Phase 1 Building Program Update and Incubator Analysis**

- 1.1. Orientation: The Consultant shall meet with Project Management Team (PMT) to review progress to date; review pre-design process and communications plan; identify/update on city and planning issues; and identify and prioritize project goals.
- 1.2. Building Program Update
  - 1.2.1. The Consultant shall update the current building program by adding language to reflect the campus concept and to include the latest and most forward-thinking trends in technology, library services delivery and sustainability.

- 1.2.2. The Consultant shall re-evaluate functional relationships in light of the two-building concept.
  - 1.2.3. The Consultant shall gather additional public input into the library plan to find out what residents want in their library.
  - 1.2.4. The Consultant shall provide information on and incorporate the latest thinking in terms of future library services, flexible and innovative public spaces, sustainable operations and green design.
  - 1.2.5. If the preferred site option proposes the removal of the existing Mathes Center, then the Consultant shall incorporate into the design the Library the Pioneer Room local history functions and consideration of incorporating and/or relocating the current Recreation Department uses.
- 1.3. Integration of Business Incubator Related Features and/or Spaces into the Building Program.
- 1.3.1. The Consultant shall gather input from San Diego North Economic Development Council to determine types of spaces or resources that may be provided in the library for their new business incubator.
  - 1.3.2. The Consultant shall recommend how much space is needed in the library for incubator functions.
  - 1.3.3. The Consultant shall determine what additional technological infrastructure may be needed.
  - 1.3.4. The Consultant shall recommend parking and loading/unloading standards.
- 1.4. The Consultant shall prepare an outline building program for a future Phase II of the library.

- 1.5. Deliverables  
Updated building program – In summary spreadsheet format that includes:  
Library Phase 1  
Library Phase 2  
Incubator Spaces  
Parking  
Mathes Center strategy

- 1.6. Meetings  
2 Task Force Meetings/workshops  
Coordination meeting with SDNEDC  
Community Meeting  
3 Project Management Team Meetings

**2. Phase 2 CEQA and Entitlements**

- 2.1. It is anticipated that prior to the City placing a funding measure on the ballot the proposed project, at the Conceptual Design level, will need to obtain CEQA clearance. The City will take the lead in preparing the necessary CEQA clearance documentation. It is anticipated that CEQA clearance will be obtained by the City preparing an addendum to the 2002 library project Negative Declaration and/or including the new library project into the City's current General Plan Update EIR process.
- 2.2. The Consultant shall provide a new project description and other project data appropriate to the conceptual design phase..
- 2.3. The Consultant shall consult with the Escondido Planning Division and assist in their completion of an updated preliminary CEQA review.
- 2.4. The Consultant shall prepare an historical background study and significance assessment for the Mathes Center as defined under the California Environmental

Quality Act and in accordance with the requirements of the City of Escondido. The scope of this study includes a chain of title search, archival research, a field check of the property, and preparation of appropriate documentation and DPR forms to be submitted to the City of Escondido. This study and assessment will be used by the project team to confirm what mitigations, if any, may be required to remove the Mathes Center building.

2.5. Traffic Study: The Consultant shall update the 2002 traffic study for up to three signalized intersections, seven unsignalized intersections including the project driveways, and six roadway segments. The Consultant shall provide the following services.

2.5.1 Data Collection and Field Reconnaissance. The Consultant shall collect a.m. and p.m. peakhour turning movement counts at the existing study intersections and roadway segments within the vicinity of the project site. This scope assumes that up to ten AM and PM peak-hour turning movement counts and up to six 24-hour roadway segment counts will be required. Additionally, observe existing roadway conditions in the project site vicinity.

2.5.2 Traffic Generation Distribution and Assignment: The Consultant shall estimate the project trip generation based on the site plan provided by the Client and on the San Diego Association of Government (SANDAG) trip generation rates. The project trip distribution will be based on observed traffic patterns in the vicinity of the project site and on discussions with City staff. Assign project traffic accordingly.

2.5.3 Capacity Analysis: The Consultant shall conduct an intersection and roadway segment analysis at the identified locations agreed upon in Task 1 for the following traffic scenarios: Existing, Near Term, Near term Plus Project, Buildout, Buildout Plus Project.

2.5.4 Documentation: The Consultant shall summarize the key assumptions and findings of the foregoing analysis in a draft traffic impact analysis with appropriate exhibits and appendices. The Consultant shall summarize parking requirements for the new building and compare those requirements to the available on-site parking. The Consultant shall respond to a consolidated list of local agency comments to the draft traffic study and provide a final traffic study.

2.5.5 Should additional locations be identified during the meeting, analysis of those additional locations can be completed as Additional Services.

2.6. Additional technical studies may be directed as Additional Services.

2.7. Deliverables

Project data and inputs for CEQA checklist.  
Mathes Center Historical Background Study and Significance Assessment  
Traffic Study

2.8. Meetings (some concurrent with meetings of other phases)

Coordination meetings with Planning Department  
Project Management Team meetings  
Attend up to two project-related meetings to present and discuss the results of the traffic analysis.

**3. Phase 3 Conceptual Design**

- 3.1. In this phase the Consultant will develop and evaluate options for the disposition of the site, library building entry orientation, parking and service access, quantity and layout of parking, plazas, site features and landscape, and the disposition of the Mathes Center. The Consultant will also synthesize the updated program into the conceptual design. Floor plan options will be developed for evaluation by the Library Technical Team and Library Task Force. The Consultant will meet with the Building Official to confirm building code strategy as well as requirements for emergency access, security, and fire protection. The Consultant will develop massing and refined 3D animations. The Consultant will gather input from the community and commissions and refine the design.
- 3.2. The Consultant shall develop up to 3 alternative preliminary building and site designs based on the updated building program, including the preparation of functional layouts, the resolution of code issues, provision of required parking and circulation, and estimated cost models for alternatives. At least one alternative must include the incubator concept.
- 3.3. The Consultant shall present/discuss alternative designs and recommendations in workshops with the public, the Design Review Board, the City Appearance Committee and the City Council.
- 3.4. The Consultant shall refine the selected design and prepare Conceptual Design graphics including diagrammatic renderings conforming to space needs as detailed in the updated Building Program.
- 3.5. The Consultant shall provide a preliminary plan and drawing for Phase II of the selected design, including how it ties into Phase I and a parking plan.
- 3.6. The Consultant shall develop a project computer model, a powerpoint presentation and a one page two sided handout for community information.
- 3.7. The Consultant shall prepare additional communication / presentation materials as directed by the City that may include video presentation, illuminated physical presentation model, mailers or other materials that can be accomplished within the communication allowance funds.
- 3.8. Deliverables
  - Building and Site Plan Options
  - Preferred Building and Site Plan
  - Phase 2 Library Expansion Plan
  - Digital Model, PowerPoint Presentation and Handout
  - Cost Model
- 3.9. Meetings (some concurrent with meetings of other phases)
  - 4 Task Force Meetings/workshops
  - 4 Project Management Team Meetings
  - Community Meeting
  - Design Review Board Presentation
  - City Appearance Committee presentation
  - City Council Meeting

### III. OPTIONAL SERVICES

The following services will be provided by the Consultant if authorized in writing by the City for the compensation described in Exhibit B.

**1. Sustainable Operations Strategy**

The Consultant shall work with the Escondido Public Library to review, realign, and re-imagine library services from a new, more sustainable perspective. Using library-supplied data plus information gleaned in a variety of industries and settings, the Consultant shall work collaboratively with the project team to develop a sustainable operations strategy that incorporates:

- Recommendations for adding, changing, and, as appropriate, discontinuing services, based on factors such as links to expanding market segments, scalability without increased staff, availability of mainstream technology support, etc.,
- Broad criteria for measuring service impact, including elements such as repeat business and lifecycle patterns of use, and
- Staff deployment models for optimum productivity, and
- Collection planning formulas that anticipate future demand for both print and electronic collections.

The product of this work will be a Sustainable Operations document and powerpoint..

**IV. ADDITIONAL SERVICES**

The following services are not included in the Consultant's Scope of Basic Services and shall be provided if requested by the City. The Consultant shall be compensated for Additional Services in addition to compensation for Basic Services, Optional Services and Reimbursable Expenses.

- Preparation of design options beyond those specified in Basic Services.
- Project Meetings beyond those specified in Basic Services
- Preparation of communication materials beyond those included in Basic Services.
- Public Opinion Surveys or Polls
- CEQA or EIR services beyond those listed in Basic Services, including but not limited to cultural/historic resource consulting, environmental studies, CEQA filing preparation.
- Conceptual engineering studies including but not limited to soils, geotechnical, civil engineering, site surveying, structural, mechanical, electrical, plumbing, fire protection, audio visual, data, telecommunications, security, signage.
- Hazardous Material Assessment or Mitigation Planning
- Environmental Assessment (Phase 1 or Phase 2)
- Analysis of other buildings or sites.
- Real Estate services including but not limited to property assessment, lease or purchase representation or negotiation services
- As Built drawings – measuring or surveying existing conditions.
- Energy modeling
- Public finance consulting
- Bond Council
- Schematic Design,
- Design Development,
- Construction Documents
- Bidding and Award Phase Services
- Construction Administration
- Post Construction Services

## ATTACHMENT B

## COMPENSATION

**ESCONDIDO LIBRARY AND TECHNOLOGY CENTER**

Escondido Public Library  
City of Escondido

**1.0 COMPENSATION FOR BASIC SERVICES**

1.1 For the Basic Services described in Exhibit A Phases 1 through Phase 3 the CITY shall pay CONSULTANT a total fee in the amount not to exceed One Hundred Seventy Two Thousand Five Hundred Fifty Five Dollars (\$172,555.00).

1.1.1 For the Basic Services described in Exhibit A Phase 1 through Phase 3 the CONSULTANT shall invoice for these services monthly for the percent complete of each phase:

*Basic Services:*

Phase 1: Building Program Update & Incubator Analysis	\$41,330
Phase 2: CEQA and Entitlements	\$34,530
Phase 3: Conceptual Design	<u>\$86,695</u>
Total Basic Services	\$162,555

1.1.2 Communication/ Presentation Materials Allowance

For materials described in Attachment A, Section II Task 3.7 when directed by the CITY in writing, the CITY will pay the CONSULTANT on a time and materials basis or at a mutually agreed upon amount, not to exceed Ten Thousand Dollars (\$10,000.00).

1.1.3 Adjustments to Scope of Work: Minor adjustments in the scope of work and fee in each phase and between phases may be made if approved by both the CITY and the CONSULTANT. Such authorization must be in writing by the CONSULTANT and CITY. In no case can the total fee of this Agreement be increased without a Contract Amendment.

**2.0 COMPENSATION FOR REIMBURSABLE EXPENSES**

2.1 Reimbursable expenses as described in Attachment B2 are in addition to compensation for Basic Services described above and include expenses incurred by the CONSULTANT and subconsultants in the interest of the project.

Reimbursable expenses related to the project, whether for consultant, subconsultant, or CITY use, are billable at 1.15 times direct cost.

2.2 Compensation for Reimbursable Project Expenses shall not exceed Sixteen Thousand Dollars (\$16,000.00) without approval by the CITY.

**3.0 COMPENSATION FOR OPTIONAL SERVICES**

3.1 For the Optional Services described in Exhibit A, the CONSULTANT shall invoice for these services monthly for the percent complete of each phase:

*Optional Services:*

1. Sustainable Operations Strategy \$23,550

**4.0 COMPENSATION FOR ADDITIONAL SERVICES**

4.1 Additional Services described in Attachment A services are not included in the Consultant's Basic Services. If authorized by the CITY, Additional Services shall be compensated for by the CITY in addition to compensation for Basic Services according to the hourly rates described in Attachment B2

ATTACHMENT B2

HOURLY RATES & REIMBURSABLE EXPENSES

**ESCONDIDO LIBRARY AND TECHNOLOGY CENTER**

Escondido Public Library  
City of Escondido

**SCHEDULE OF PROFESSIONAL SERVICES**

**Effective 1 January 2011**

*GROUP 4 ARCHITECTURE RESEARCH + PLANNING, INC.*

Principal	\$175.00 per hour
Associate	145.00 per hour
Project Manager	135.00 per hour
Professional I	125.00 per hour
Professional II	115.00 per hour
Professional III	105.00 per hour
Technical I	110.00 per hour
Technical II	100.00 per hour
Technical III	90.00 per hour
Technical IV	80.00 per hour
Project Support	70.00 per hour

Consultants to the Architect will be billed at 1.15 times direct cost.

Reimbursable expenses related to the project, whether for in-house, consultant or client use, will be billed at 1.15 times direct cost. Such expenses include, but are not necessarily limited to:

- CAD plotting of Check Sets and Presentation Drawings.
- Outside service printing/copying of drawings and documents of any size.
- Photographic and digital imaging, including color and gray scale copies of any size.
- In-house color printing/copying.
- In-house black and white printing/copying of drawings larger than 11"x 17".
- In-house black and white photocopying for draft and final reports and specifications.
- Outside telephone conferencing services.
- Postage, delivery and messenger service.
- Overtime expenses with prior client approval.
- Architectural renderings, physical and digital scale models and animations.
- Videos, web services, opinion surveys.
- Travel expenses, including mileage, tolls, lodging and meals.
- Sub-consultant costs.
- Presentation boards.
- Facilitation tools.
- Workshop accessories and facilitation materials.
- Software purchase and licensure on behalf of the client.

The above-listed rates are adjusted annually. The next adjustment will be 1 January 2012



*SWA – Landscape Architects*

Principals	\$255.00 - \$275.00 per hour
Associates	\$107.00 - \$168.00 per hour
Staff	\$75.00 - \$119.00 per hour
Technical Word Processor	\$64.00 per hour

These rates are applicable for six months from the date of the Agreement for Professional Services, but may be increased subsequently without written notice.

*DAVIS LANGDON – Cost Estimator*

Directors	\$255.00 - \$305.00 per hour
Associate Directors	\$205.00 – \$230.00per hour
Sr. Associates	\$180.00 - \$185.00 per hour
Associates	\$155.00 - \$165.00 per hour
Cost Planners	\$80.00 - \$150.00 per hour
Clerical	\$65.00 per hour

*ARCHAEOS – Historical Assessment*

Principal	\$125.00 per hour
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*LIBRARY CONSULTANTS*

Joan Frye Williams	\$250.00 per hour – off-site \$2,000.00 day rate – on-site
George Needham	\$250.00 per hour – off-site \$2,000.00 day rate – on-site

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.:** 9  
**Date:** February 16, 2011

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Lori Vereker, Director of Utilities  
**SUBJECT:** Amendment HARRF Influent Pump Station Upgrade Design

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2011-24 authorizing the Mayor and City Clerk to execute the First Amendment to Consulting Agreement with PBS&J in the amount of \$174,510 for additional engineering services to prepare construction drawings and specifications for the Influent Pump Station Upgrade at the HARRF.

FISCAL ANALYSIS:

Funds are available in the HARRF Upgrades (design) CIP (801706).

PREVIOUS ACTION:

The original Consulting Agreement was approved at the City Council Meeting on October 21, 2009, as Resolution No. 2009-147.

BACKGROUND:

The existing Influent Pump Station was last upgraded in 1983. During the current upgrade design, the Draft Preliminary Design Report revealed additional deficiencies that were beyond the original scope of work. Additional design work includes: re-alignment of the screening channels; replacement of the two existing screens and screenings compactors; adding a third screen and compactor; and electrical and controls for the mechanical equipment. The Influent Pump Station upgrades, when completed, will improve the operational and maintenance efficiencies of the pump station with current state of the art equipment.

Respectfully submitted,



Lori Vereker  
Director of Utilities

RESOLUTION NO. 2011-24

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, THE FIRST AMENDMENT TO CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS WITH PBS&J FOR THE HARRF INFLUENT PUMP STATION UPGRADE DESIGN

WHEREAS, the City desires to have construction drawings and specifications prepared to upgrade the Influent Pump Station at the HARRF; and

WHEREAS, the City entered into an agreement with PBS&J on October 28, 2009, for said HARRF Influent Pump Station Upgrades; and

WHEREAS, the Preliminary Design Report revealed that the Influent Pump Station Upgrades required additional work above and beyond the original scope of work; and

WHEREAS, City of Escondido staff have completed negotiations with PBS&J for the additional engineering services and the Director of Utilities recommends that the First Amendment to Consulting Agreement ("Agreement") be approved; and

WHEREAS, the 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 \$174,510.

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

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



CITY OF ESCONDIDO  
FIRST AMENDMENT TO CONSULTING AGREEMENT

This "Amendment" is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

And: Post, Buckley, Schuh & Jernigan, Inc., dba PBS&J  
9275 Sky Park Court, Suite 200  
San Diego, California 92123-4386  
Attn: Dean J. Gipson, P.E., J.D.  
1-858-514-1021  
("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on October 28, 2009 ("Agreement"), wherein CITY retained CONSULTANT to provide services for design upgrades to the HARRF Influent Pump Station from drywell centrifugal pumps to ground level vertical turbine pumps, electrical, controls, odor control and new yard piping, for an amount not to exceed \$549,086; and
- B. CITY and CONSULTANT desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Amendment, which is incorporated by reference;

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

- 1. The CONSULTANT will furnish the services described in "Attachment A" to this Amendment.
- 2. CITY will compensate the CONSULTANT in an additional amount not to exceed \$174,510, pursuant to the conditions and compensation terms contained in "Attachment A" to this Agreement.

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

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

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Sam Abed  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Marsha Whalen  
City Clerk

PBS&J  
9275 Sky Park Court, Suite 200  
San Diego, California 92123-4386

Date: \_\_\_\_\_

\_\_\_\_\_  
(Contractor signature)  
Richard M. Grubel  
Senior Vice President

*(The above signature must be notarized)*

APPROVED AS TO FORM:

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

By: \_\_\_\_\_



**ATTACHMENT A**  
**SCOPE OF SERVICES**  
for  
**SUPPLEMENTAL AMENDMENT AGREEMENT**  
**City of Escondido Influent Pump Station Project**

January 13, 2011

**I. ENGINEERING SERVICES**

Based on our meeting for the draft Pre-Design Report (PDR) and various on-going discussions with City staff, PBS&J will provide the following additional engineering consultant services for the City of Escondido (City). These items are out of scope and in addition to the original scope. We have divided the project scope into Four overall general tasks:

- Task 1: Project Management and Oversight
- Task 2: Influent Pump Station Influent Channel Modifications
- Task 3: Influent Pump Station Screenings Modifications and Building
- Task 4: Influent Pump Station Odor Control Modifications

**TASK 1 – Project Management and Oversight**

- A. **Project Management and Progress Meetings:** With the additional design efforts and coordination among the team, the project timeline has grown. Additional meetings with City staff and internal team meetings are required to incorporate the scope changes identified below and to provide project management for the additional design time.
- B. **Hydraulic Model Studies:** In an effort to meet initial pump flow criteria issued by a vendor, the vendor strongly recommended that a model evaluation be completed for this work. PBS&J developed a proposal, reviewed it with City staff, solicited proposals, reviewed the proposals and made a recommendation to staff. The model project would have resulted in an additional expense to the City of approximately \$100,000 and delayed the project by an additional 3-4 months. Consequently, PBS&J pursued additional discussions with the vendor, other vendors and the design standards institute to better understand the design criteria, ultimately resulting in the vendor rescinding its requirement for a model. Consequently, the \$100,000 effort was avoided. However, the additional effort to pursue this avenue resulted in significant effort for which PBS&J is requesting some compensation.

**TASK 2 – Influent Pump Station Influent Channel Modifications**

- A. **Pump Selection:** After the PDR meeting, the City requested that the pumps selected be revisited and pumps selected should be able to match the low flows entering into the IPS in order not to disrupt downstream treatment processes. PBS&J developed an entirely new pump station operation strategy incorporating different size pumps to accommodate the City's design requirement.
- B. **Influent Channel Modifications:** After the PDR meeting, consensus was reached that the influent channels should be re-aligned to improve flow into the wet wells, new screens should be added, which requires additional structural design
- a. **Engineering Design:** PBS&J and its team has evaluated modifications to the influent channels, presented the concepts to City staff and identified the preferred alignment. PBS&J will perform the necessary design work to complete the 60%, 90%, 100%, and final design plans, specifications, and cost estimate for the influent channel modifications.
  - b. **Structural Engineering:** While the channel modifications will occur within the existing footprint of the channels, structural elements are required to assure that the loads from the flows and the surrounding structures (specifically the new structures such as the vector dump and the screenings building) are incorporated into the construction documents. Simon Wong Engineering will prepare the necessary drawings and structural details at the 60%, 90%, 100%, and final design to:
    - i. Re-align the channels and tie into the existing structures
    - ii. Provide covers to the channels that allow for access ports and can accommodate the new screens and washer/compactor equipment
    - iii. Reconfiguration (expansion) of the wet well prior to entering the pump wet well location
    - iv. Curtain wall modifications within the wet well
    - v. Additional phasing drawings due to the channel re-alignment
- C. **Screens Evaluation/Selection and Coordination:** During and after the PDR meeting, consensus was reached that three (3) new screens should be included in the project. The project requires two (2) screens to operate and the third screen will be a redundant and back-up unit. The screens will be cycled so that they are equally operated. This effort includes the evaluation of screens and a recommendation, the coordination with vendors to include in the drawings and specifications in the construction drawings, and the requisite submittals to the City.



**TASK 3 - Influent Pump Station Washer/Compactor Modifications and Building**

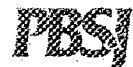
- A. **Washer/Compactor Evaluation/Selection and Coordination:** During and after the PDR meeting, consensus was reached that new washer/compactor equipment is desired and cost effective. PBS&J evaluated various products, made recommendations to the City. This effort also includes the coordination with vendors to include in the drawings and specifications in the construction drawings, and the requisite submittals to the City.
- B. **Engineering and Architectural Design of Building:** With all of the influent flow entering the IPS and with more efficient screening equipment, we reached consensus to relocate the screenings building adjacent to the IPS. PBS&J evaluated two alternatives and presented them to the City. The building is modeled on the existing screenings building near the grit chamber. PBS&J will prepare engineering architectural drawings for a block wall building with a roll up door and a manway door, steel roof with drainage, lighting, and odor control. PBS&J will prepare plans and specifications for 60%, 90%, 100%, and final design.
- C. **Electrical Design and Controls:** DLT&V has participated in discussions regarding the project design changes. DLT&V will provide the design services necessary to produce construction documents and interim submittals sufficient for the following:
- a. Design Electrical, Instrumentation, and Controls for new bar screens. The original scope involved assisting with recommendations for rehabilitation of the existing bar screens. DLT&V will now provide design for replacing the existing two bar screens and associated bubbler control system with a new level transmitter-based system.
  - b. Design Electrical, Instrumentation, and Controls for new compactor/conveyor system.
  - c. Design Electrical, Instrumentation, and Controls for new screenings building, including the lighting and odor control.
  - d. Design Electrical, Instrumentation, and Controls for replacement of existing influent gates and associated controllers on all four of the existing influent channels. New scope also includes addition of two new gates and associated controllers for the new influent channel. Original scope did not include replacement of gates.
- D. **Structural Modifications:** A foundation and footing is required for the screenings building. Design services will be provided necessary to produce construction documents and interim submittals sufficient for the interim submittals and final documents.

Craig Whittemore  
January 13, 2011  
Page 4 of 4

Resolution No. 2011-24  
EXHIBIT 1  
Page 6 of 8

**TASK 4 - Influent Pump Station Odor Control Modifications**

- A. **Engineering Evaluation and Design:** During and after the PDR meeting, consensus was reached that upgrades to the odor control equipment is desired and cost effective. PBS&J evaluated various alternatives and made recommendations to the City. This effort also includes the design and details to prepare the drawings and specifications in the construction drawings, and the requisite submittals to the City.
  
- B. **Electrical Design and Controls:** DLT&V originally proposed to evaluate the existing odor scrubber for possible expansion. DLT&V's new design will include details to demolish the existing Odor Control and develop EI&C design for new odor scrubber system.



an Atkins company

**LABOR ESTIMATE**

Project Name: **HARRF Influent PS Improvements  
Amendment for Additional Services**  
 Client/Owner: **City of Escondido**  
 Project Manager: **Dean Gipson**  
 Prepared By: **Dean Gipson**  
 Proj/Prop No.: **100011623**  
 Date: **January 14, 2011**



**FEE SUMMARY**

ITEM	TOTAL
Labor	\$103,122
Outside Services	\$69,660
Direct Costs	\$1,728
(Direct Costs assumed at 1%)	
<b>TOTAL</b>	<b>\$174,510</b>

**BILLING RATES**

<b>ENGINEERING SERVICES</b>	
Principal Engineer IV - PRIV	\$219
Principal Engineer III - PRIII	\$209
Principal Engineer II - PRII	\$196
Principal Engineer I - PRI	\$185
Supervising Engineer II - SPEII	\$170
Supervising Engineer I - SPEI	\$155
Senior Engineer III - SEIII	\$145
Senior Engineer II - SEII	\$140
Senior Engineer I - SEI	\$130
Engineer III - EIII	\$120
Engineer II - EII	\$115
Engineer I - EI	\$105
Engineering Aide - EA	\$70

<b>ADMINISTRATIVE SERVICES</b>	
Senior Administrator - SA	\$110
Sr. Admin Assistant III - SAIII	\$100
Sr. Admin Assistant II (N9) - SAII	\$85
Sr. Admin Assistant I (N8) - SAI	\$80
Admin Assistant III (N7) - AIII	\$75
Admin Assistant II (N6) - AII	\$65
Admin Assistant I/Clerk - AI	\$60

<b>OTHER PROFESSIONAL SERVICES</b>	
Principal Professional - PP	\$196
Supervising Professional - SP	\$175
Sr. Prof III/Sr. GIS Analyst III - SPIII	\$150
Sr. Prof II/Sr. GIS Analyst II - SPII	\$140
Sr. Prof. I/Sr. GIS Analyst I - SPI	\$125
Professional II/GIS Analyst II - PII	\$105
Professional I/GIS Analyst - PI	\$90

<b>ENVIRONMENTAL SCIENCE</b>	
Senior Scientist III - SSIII	\$185
Senior Scientist II - SSII	\$175
Senior Scientist I - SSI	\$135
Scientist III - SIII	\$120
Scientist II - SII	\$110
Scientist I - SI	\$100
Assistant Scientist - AS	\$75
Research Assistant - RA	\$60

<b>CONSTRUCTION RELATED SERVICES</b>	
Senior Construction Manager - SCM	\$145
Construction Manager - CM	\$135
Resident Engineer - SPEC	\$150
Prevailing Wage Field Rep. - PWFR	\$125
Senior Field Representative* - SFR	\$115
Construction Mgmt Rep. II* - CMII	\$100
Construction Mgmt Rep. I* - CMI	\$90
Sr. Contract Administrator - CAS	\$110
Contract Administrator - CA	\$85
(* non-prevailing wage)	

<b>DESIGN &amp; GRAPHIC SERVICES</b>	
Senior Designer III - SDIII	\$140
Senior Designer II - SDII	\$135
Senior Designer I - SDI	\$120
Designer II - DII	\$110
Designer I - DI	\$100
CADD Technician III (N9) - CTIII	\$95
CADD Technician II (N8) - CTII	\$85
CADD Technician I (N7) - CTI	\$70
Graphics Designer II (N11) - GDII	\$100
Graphics Designer I (N10) - GDI	\$95

PBS&J

TASK DESCRIPTION		LABOR CODE/STAFF HOURS										TOTALS	
Pt	Task/Task/Sub	PRIII Dean	PRI Raj	SEII Michael	SPEII Gary	SDIII Roger	AI Amelia	-	-	-	-	HOURS	FEE
1	PM and OVERSIGHT Additional Mtgs/PM efforts Hydraulic Model Studies SUBTOTAL	16	16	16	16	16	6					0	\$0
2	IPS CHANNEL MODS Influent Channel realignment Structural Engineering (SWE) New Screens SUBTOTAL	2		24	32	80	4					110	\$15,238
3	IPS WASHER COMPACTOR & BLDG New washer/compactor Screenings Dump Building Electrical/Controls (DLT&V) Structural Engineering SUBTOTAL	2	20	16		40	4					82	\$12,218
		4	16	20		100	4					144	\$20,856
4	IPS ODOR CONTROL Odor Control evaluation/Design Electrical/Controls (DLT&V) SUBTOTAL	2	40	16		80	4					0	\$21,600
												0	\$4,860
												226	\$59,534
												0	\$0
												142	\$21,518
												0	\$5,400
												142	\$26,918
<b>TOTAL - THIS PAGE</b>		28	124	124	32	356	26					690	\$172,782
<b>TOTAL - ALL PAGES</b>		28	124	124	32	356	26					690	\$172,782

Page 8 of 8  
 EXHIBIT 1  
 Resolution No. 2011-24

# CITY COUNCIL

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.:**   10  

**Date:** February 16, 2011

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Lori Vereker, Director of Utilities

**SUBJECT:** Wastewater Collections Master Plan

RECOMMENDATION:

It is requested that the City Council:

Adopt Resolution No. 2011-23 authorizing the Mayor and City Clerk to execute a Consulting Agreement with PBS&J in the amount of \$330,025 for engineering services to prepare a Wastewater Collections Master Plan.

FISCAL ANALYSIS:

Funds are available in the Sewer Master Plan CIP (808102).

PREVIOUS ACTION:

N/A

BACKGROUND:

Master plans are a valuable tool in maintaining and operating reliable utility systems. They help evaluate the existing systems and propose improvements and timing based on projected growth within the service area while maintaining a desired service level. Preparing the Master Plan at this time is extremely valuable as the City's General Plan is currently being updated. Additionally the Water Master Plan is underway, the projected demands and flow criteria for the two Master Plans will be coordinated with the General Plan Update. The Wastewater Collections Master Plan was last updated in 2005. This update will incorporate all development that has occurred since 2005 including updating the hydraulic model. Design criteria shall be evaluated to ensure it is current and validated with those of the water system. Proposed improvements and upgrades shall be evaluated and prioritized with projected timing triggers.

Respectfully submitted,



Lori Vereker  
Director of Utilities

## RESOLUTION NO. 2011-23

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 FOR DESIGN PROFESSIONALS WITH PBS&J FOR THE PREPARATION OF WASTEWATER COLLECTIONS MASTER PLAN

WHEREAS, the City desires to have the Wastewater Collections Master Plan updated; and

WHEREAS, PBS&J has the personnel and expertise to perform the required engineering services; and

WHEREAS, City of Escondido staff have completed negotiations with PBS&J for engineering services and the Director of Utilities recommends that the Consulting Agreement ("Agreement") be approved; and

WHEREAS, the 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 \$330,025.

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

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



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn Craig Whittemore
760-839-4038
("CITY")

And: Post, Buckley, Schuh & Jernigan, Inc., dba PBS&J
9275 Sky Park Court, Suite 200
San Diego, California 92123-4386
Attn: Jennifer Duffy, P.E.
1-858-514-1014
("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 prepare the Wastewater Collections Master Plan; 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 \$330,025. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

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



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

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

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

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Sam Abed  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Marsha Whalen  
City Clerk

PBS&J  
9275 Sky Park Court, Suite 200  
San Diego, California 92123-4386

Date: \_\_\_\_\_

\_\_\_\_\_  
(Contractor signature)

\_\_\_\_\_  
Title

*(The above signature must be notarized)*

APPROVED AS TO FORM:

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

By: \_\_\_\_\_

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

Resolution No. 2011-23EXHIBIT 1Page 6 of 14

**PBS&J  
SCOPE OF WORK  
for the  
CITY OF ESCONDIDO  
WASTEWATER COLLECTION MASTER PLAN**

It has been 5 years since the last Wastewater Collection Master Plan Update, and the City of Escondido is seeking an update to reflect the direction of the City's General Plan Update process, document current sewer generation rates, and recommend infrastructure improvements to ensure that sufficient capacity is available in the collection system to serve the future needs of the City. The City and PBS&J are completing a Water Master Plan under separate contract. Coordination of land use and population data and General Plan Update information will ensure maximum efficiency and consistency between the plans.

### **Task 1) Future Wastewater Projections**

PBS&J will obtain and review SANDAG historic and current population for the City's water and sewer service area, SANDAG population and land use projections for a 20 year planning horizon (2030), and General Plan and General Plan Update information for City of Escondido and County of San Diego. PBS&J will internally coordinate between the Environmental Planning team to discuss the Escondido General Plan Update and County's General Plan Update, as it relates to land use assumptions throughout the City's wastewater service area. Septic system areas will be identified through review of the City's billing database and County records. Flow projections will be estimated based on land use and population using unit generation factors developed as part of the Planning and Design Criteria Task.

PBS&J will utilize our sub-consultant ADS Environmental Services to provide temporary flow metering services at 8 strategic locations in the City's system for duration of 4 weeks. Working with City staff, PBS&J will site the locations of the temporary flow meters.

**Product:**

- Flow metering plan and report
- Report graphics associated with land use and population data, and flow projections
- Report tables and charts associated with land use and population data, and flow projections
- Report chapter summarizing findings

### **Task 2) Planning and Design Criteria**

PBS&J will review the City's existing design criteria and the planning criteria presented in the last Master Plan and, using the information gathered in this task, make recommendations for criteria in the Master Plan Update and the City's future development standards. Design criteria recommendations will be based on PBS&J's experience with similar sized Cities in southern California. Unit generation rate criteria will be developed for residential and employment populations as well as for major land use types and will be based upon the temporary metering performed in the prior task. Trigger criteria will be developed and finalized during the Sewer System Evaluation task and will include coordination with City staff to discuss the associated cost vs. the risk of spill for varying criteria.

Resolution No. 2011-23EXHIBIT 1Page 7 of 14**Products:**

- Report tables with recommended planning criteria
- Report chapter with recommendations for the City's Design Criteria

**Task 3) Dynamic Hydraulic Sewer Model**

PBS&J will review the City's current hydraulic model in H2OMap Sewer, compare it to the City's GIS system, and workshop with City staff in order to determine the extent of the model updates required. It is assumed that there are approximately 100 manholes with missing depths and nearly 1,000 pipelines with downstream invert elevations set below the upstream invert elevation of the next pipeline. PBS&J's will review the GIS system in comparison with the hydraulic model to identify and prioritize pipelines for further as-built research. It is assumed that; up to 80 hours of as-built research on the shallow sewers as well as up to 40 hours to review additions to the GIS and update the model will be provided.

PBS&J will coordinate with City Operations staff to access pump station operations data, SCADA data, flow depth/flow metering data and field notes pertaining to the operation of the sewer system for inclusion in the hydraulic model.

PBS&J will workshop with City staff to determine the areas that are most vulnerable to inflow and infiltration within the system. Based on existing flow metering data, PBS&J will input appropriate inflow and infiltration loads into the model for wet weather scenarios. The proposed monitoring plan developed as part of Task 1, will capture flow data for areas of concern during storm events in early 2011, so that the data is readily available during the master planning process. PBS&J will calibrate the dry weather and wet weather models to the flow metering data to within 10% of observed readings.

The hydraulic model will be updated to accommodate "What-if" scenarios to be performed in Task 4 below. It is assumed that PBS&J will prepare a brief memo describing the model updates made and provide up to 8 hours of model demonstrations and training.

**Products:**

- Updated Dynamic Hydraulic Model in H2OMap Sewer
- Report chapter describing Hydraulic Model and updates
- Training Materials

**Task 4) Sewer System Evaluation**

PBS&J will perform 2015, 2020, and 2030 future flow model scenarios to assist in determining the impacts that future flows have on the system based on anticipated growth. PBS&J will provide internal coordination with the Environmental Planning team performing the General Plan update to document anticipated upgrade costs associated with proposed land use plans in the General Plan Update and perform alternative model analysis for up to two (2) varying land use proposals. PBS&J and our sub-consultant Water Synergy will use the model to evaluate the potential elimination or consolidation of lift stations. PBS&J will perform "what-if" model scenarios to determine the cost-effectiveness of lift station consolidation or elimination, or system diversions as requested by the City. It is assumed that 5

"what-if" scenarios will be needed. The PBS&J team will determine the long term (20 years) maintenance needs and potential costs of operating each station. Strategies for lift station elimination or consolidation will be entered into the model and evaluated for their impacts on downstream infrastructure. Based on the model results and long term maintenance cost estimates, the elimination/consolidation alternatives will then be prioritized.

**Products:**

Report chapter describing Existing and Future System Evaluations including following:

- Updated Pumping Strategy Evaluation
- Operations and Maintenance Cost Savings Plan
- General Plan Update Impact Evaluation

### **Task 5) Recommended Improvements**

PBS&J will perform a detailed review of the City's Azteca database and determine the life-cycle of the City's existing infrastructure to assist in budgeting long term replacement costs. PBS&J will workshop with City maintenance staff to review the condition of pipelines located in the vicinity of identified capacity projects. Results from the updated Pumping System Evaluation will be incorporated along with identified General Plan Update projects to develop the comprehensive CIP.

PBS&J will identify capacity issues at the HARRF to assist in identifying the potential upgrades, when they will be needed and when to start planning for them.

PBS&J will develop a master spreadsheet of the CIP in annual increments for the first 5 years and in 5 year increments thereafter based on the recommendations and the weighing of costs and benefits. This spreadsheet will be easily updateable by City staff as local conditions change and development occurs. PBS&J will conduct a workshop with City staff to review the recommended CIP and discuss phasing of the program.

**Products:**

- Report tables and Master Excel Spreadsheet with Capital Improvement projects
- Report chapter describing recommended Capital improvement program

### **Task 6) Progress Meetings and Project Management**

PBS&J will prepare for and attend monthly progress meetings to discuss project status. It is anticipated that up to 12 meetings will be required and because we anticipate that most of those meetings will be coordinated with the Water Master Plan progress meetings, the number of hours associated with these meetings have been budgeted accordingly. Meeting agendas and minutes will be prepared for each meeting. PBS&J will also provide general project management including project coordination preparation of progress reports, monthly invoices and schedule updates. All workshops and meetings described in the tasks above will be coordinated with progress meetings and the level of effort has been included on this task.

**Products:**

- Meeting Agendas and Minutes

- Monthly Progress Reports

**Task 7) Report Preparation**

The Wastewater Collection Master Plan Update will include a 50 and 90% Draft Reports, a Final Draft, and a presentation to City Council.

**Products:**

- 50% Draft Report
- 90% Draft Report
- Final Report and City Council Presentation

**Task 8) As-Needed Support Services**

PBS&J will provide as needed support services associated with the master planning effort and in support of the operation of the wastewater system, on a time and materials basis, as authorized by the City. Such services may include on-call modeling services for more intricate analyses, such as development studies, wet weather storage analyses, system shut down analyses, etc.

**CLIENT FURNISHED SERVICES**

1. Provide existing reports, record drawing, and other related materials to the Consultant that is within the City's possession and further detailed below. All such materials provided will be in non-digital and digital formats (if available).
  - a. Provide current Land Use Data Base coverage in ARC GIS for the City Sewer service area and potentially any sphere of influence areas.
  - b. Provide in an Access or Excel data base billing data by parcel account for the past four years. This data shall also include user classification such as commercial or residential.
  - c. Provide GIS Parcel coverage for the entire City sewer service area, as of January 1, 2011. The City will coordinate the latest parcel information and fill in any missing information.
  - d. Provide accurate sewer system GIS data base for the entire sewer system, including pipelines and pump stations (with individual pumps). Based on our review of the City GIS it is anticipated that some refinement is required to the connectivity of the system. No additions to the GIS will be incorporated after January 31, 2011.
  - e. Provide the following sewer facility data:
    - i. Pump station data (pump curves and level controls)
    - ii. Wetwell data (low and high levels, volume and geometry)
    - iii. Pertinent HARRF data

- f. Provide all prior constructed H2OMap Sewer Models prepared by the City as part of the 2005 Water Master Plan, including any supporting database files. It is anticipated that this will be a valuable source of pump station and pipeline data.
  - g. Provide SCADA data for approximately 7-10 days to calibrate the hydraulic models. This will include downloading pump station operational data and metered flow data.
  - h. Provide current Capital Improvement Project lists and project cost estimates.
2. Provide operation's personnel assistance during field visits.
  3. Coordinate with the Consultant's Project Manager during all phases of the work.



Project Name: **Wastewater Collection Master Plan****LABOR ESTIMATE**

Client/Owner: **City of Escondido**  
 Project Manager: **Jennifer Duffy**  
 Prepared By:  
 Proj/Prop No.: **p100018577**  
 Date: **January 26, 2011**

**FEE SUMMARY**

<u>ITEM</u>	<u>TOTAL</u>
Labor	\$271,554
Outside Services	\$52,000
Direct Costs	\$6,471
(Direct Costs assumed at 2%)	
<b>TOTAL</b>	<b>\$330,025</b>

**BILLING RATES**

<b>ENGINEERING SERVICES</b>		<b>ENVIRONMENTAL SCIENCE</b>	
Engineering Aide - EA	\$70	Research Assistant - RA	\$80
Engineer I - EI	\$105	Assistant Scientist - AS	\$75
Engineer II - EII	\$115	Scientist I - SI	\$100
Engineer III - EIII	\$120	Scientist II - SII	\$110
Senior Engineer I - SEI	\$130	Scientist III - SIII	\$120
Senior Engineer II - SEII	\$140	Senior Scientist I - SSI	\$135
Senior Engineer III - SEIII	\$145	Senior Scientist II - SSII	\$175
Supervising Engineer I - SPEI	\$155	Senior Scientist III - SSIII	\$185
Supervising Engineer II - SPEII	\$170	Senior Scientist IV - SSIIV	\$220
Principal Engineer I - PRI	\$180		
Principal Engineer II - PRII	\$196	<b>CONSTRUCTION RELATED SERVICES</b>	
Principal Engineer III - PRIII	\$209	Contract Administrator - CA	\$85
Principal Engineer IV - PRIV	\$219	Sr. Contract Administrator - CAS	\$110
		Construction Mgmt Rep. I* - CMI	\$90
<b>ADMINISTRATIVE SERVICES</b>		Construction Mgmt Rep. II* - CMII	\$100
Admin Assistant I/Clerk - AI	\$60	Senior Field Representative* - SFR	\$115
Admin Assistant II (N6) - AII	\$65	Prevailing Wage Field Rep. - PWFR	\$114
Admin Assistant III (N7) - AIII	\$75	Resident Engineer - SPEC	\$150
Sr. Admin Assistant I (N8) - SAI	\$80	Construction Manager - CM	\$135
Sr. Admin Assistant II (N9) - SAII	\$85	Senior Construction Manager - SCM	\$145
Sr. Admin Assistant III - SAIII	\$100	(* non-prevailing wage)	
Senior Administrator - SA	\$110		
		<b>DESIGN &amp; GRAPHIC SERVICES</b>	
<b>OTHER PROFESSIONAL SERVICES</b>		CADD Technician I (N7) - CTI	\$70
Professional I/GIS Analyst - PI	\$90	CADD Technician II (N8) - CTII	\$85
Professional II/GIS Analyst II - PII	\$105	CADD Technician III (N9) - CTIII	\$95
Sr. Prof. I/Sr. GIS Analyst I - SPI	\$125	Graphics Designer I (N10) - GDI	\$95
Sr. Prof II/Sr. GIS Analyst II - SPII	\$140	Graphics Designer II (N11) - GDII	\$100
Sr. Prof III/Sr. GIS Analyst III - SPIII	\$150	Designer I - DI	\$100
Supervising Professional - SP	\$175	Designer II - DII	\$110
Principal Professional - PP	\$196	Senior Designer I - SDI	\$120
		Senior Designer II - SDII	\$135
		Senior Designer III - SDIII	\$140

PBS&J

TASK DESCRIPTION		LABOR CODE/STAFF HOURS													TOTALS		
PI	Task/Sub	PRIV	PRI	JD	DG/ME	PRI	SEI	CK	GM	KH	DB	DS	KC	TH	HOURS	FEE	
1	Future Wastewater Projections															0	\$0
	SANDAG Analysis		1		4		8									21	\$3,020
	General Plan Analysis		2		4		8			8						30	\$4,960
	Septic Identification		1		4		16									29	\$4,140
	Flow Projections		2		16		40									64	\$9,778
	Flow Monitoring (ADS) at 8 sites	2														0	\$42,000
	Subtotal															144	\$63,898
2	Planning & Design Criteria															0	\$0
	Design Criteria Review	1	1		8	16	8									34	\$6,303
	Planning - Unit Generation Rates		1		4		24									29	\$4,260
	Planning - Trigger Criteria	1	1		4		16									22	\$3,359
	Subtotal															85	\$13,922
3	Hydraulic Sewer Model															0	\$0
	Model Updates		1		4		140									153	\$21,500
	Peaking Factors		1		4		24									29	\$4,260
	Dry Weather Calibration	1	2		8		40			4						55	\$8,299
	Inflow & Infiltration		1		4		24									29	\$4,260
	Wet Weather Calibration	1	2		8		40									51	\$7,619
	Training						20									20	\$2,800
	GIS updates						20									60	\$7,800
	Subtotal															397	\$56,538
<b>TOTAL - THIS PAGE</b>		6	16	72	428	16	0	4	0	0	0	0	0	0	76	626	\$134,358
<b>TOTAL - ALL PAGES</b>		18	140	234	912	88	44	20	100	0	43	112	84	1,795			\$323,554

EXHIBIT 1  
Resolution No. 2011-23



PBS&J

Pt	Task	Task/Sub	LABOR CODE/STAFF HOURS														TOTALS				
			PRIV	PRI	PRI	DG/ME	PRI	SEII	PRII	SPEI	SSIV	SPEII	DB	-	SALII	GDII	KC	SPI	TH	HOURS	FEE
7		Report Preparation		2																0	\$0
		Report Outline		8					4											9	\$1,380
		50% Draft		8					40											112	\$14,720
		90% Draft	2	8					40	8		8								130	\$18,190
		Final Report		4					24											60	\$7,920
		Presentation/Workshop	4	8																32	\$4,956
		Subtotal																		343	\$47,166
8		As Needed Support Services																		0	\$10,000
<b>TOTAL - THIS PAGE</b>			6	30	50	234	88	44	20	100	8	0	0	0	21	112	0	0	343	\$57,166	
<b>TOTAL - ALL PAGES</b>			18	140	234	912	88	44	20	100	8	44	20	0	43	112	84	84	1,795	\$323,554	

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.:** 11  
**Date:** February 16, 2011

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Lori Vereker, Director of Utilities  
**SUBJECT:** Escondido-Vista Water Treatment Plant Onsite Chlorine Generation

RECOMMENDATION:

It is requested that the City Council:

1. Adopt Resolution No. 2011-25 authorizing the Mayor and City Clerk to execute a Consulting Agreement with Black & Veatch Corporation in the amount of \$619,014 for engineering services to prepare construction drawings and specifications for the Escondido-Vista Water Treatment Plant Onsite Chlorine Generation project.
2. Approve a budget adjustment in the amount of \$200,000.

FISCAL ANALYSIS:

A budget adjustment of \$200,000 from the WTP Major Maintenance Projects CIP (700239) funds to the Escondido-Vista Water Treatment Plant Onsite Generation Project CIP (701001) funds will increase the fund balance to \$525,000. Vista Irrigation District will be responsible for 20% of the cost of the project; this share is represented by the CIP Reimbursement figure of \$123,800 listed in the Budget Adjustment Request. Any unused funds will be returned to the WTP Major Maintenance Projects fund.

PREVIOUS ACTION:

On April 8, 2010 an RFP was distributed to six qualified engineering firms for the Evaluation and Recommendation for Onsite Generation of Sodium Hypochlorite at the Escondido-Vista Water Treatment Plant. On August 19, 2010 a consultant agreement in the amount of \$49,910 was executed with Black & Veatch Corporation to perform Phase I - Project Definition.

BACKGROUND:

The City of Escondido presently uses a chlorine gas system to disinfect the water produced at the Escondido-Vista Water Treatment Plant. Utilities Staff recognizes the challenges and concerns that come with the existing chlorine gas system. Among these are the reliability of chlorine gas supply due to one chemical supplier, Department of Homeland Security and regulatory environment toward greater regulation of chlorine gas, and the inherent risks associated with chlorine gas. This project will replace the

WTP Onsite Chlorine Generation  
February 16, 2011  
Page 2

existing disinfection system with a new sodium hypochlorite disinfection system, onsite sodium hypochlorite generation system, upgrade the chlorine dioxide system and upgrade the 35 year old plant electrical power systems. All of these upgrades will allow the City to provide a safer working environment for City Staff and increase efficiencies and reliability in providing clean drinking water for the public.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Lori Vereker".

Lori Vereker  
Director of Utilities



## RESOLUTION NO. 2011-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS WITH BLACK & VEATCH CORPORATION FOR THE ESCONDIDO-VISTA WATER TREATMENT PLANT ONSITE CHLORINE GENERATION

WHEREAS, the City of Escondido desires to design the Escondido-Vista Water Treatment Plant Onsite Chlorine Generation (the "Project"); and

WHEREAS, Black & Veatch Corporation has the personnel and expertise to design the Project; and

WHEREAS, Black & Veatch Corporation has completed the initial Phase I – Project Definition of the Project; and

WHEREAS, City of Escondido staff have completed negotiations with Black & Veatch Corporation for said engineering services and the Director of Utilities recommends that the Consulting Agreement ("Agreement") be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$619,014.

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

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





CITY OF ESCONDIDO  
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: Lori Vereker  
760-839-5432  
("CITY")

And: Black and Veatch Corporation  
300 Rancheros Drive, Suite 250  
San Marcos, CA 92069  
Attn: Kevin Davis  
760-510-7705  
("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 detailed design including preparation of construction drawings and specifications for the Escondido-Vista Water Treatment Plant Onsite Chlorine Generation 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 \$619,014. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.

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

provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

- (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
- (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
- (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.

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

9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:

- a. Any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement, excepting only those claims resulting from the sole negligence, active negligence or intentional misconduct of CITY, its employees, officials, or agents, not including CONSULTANT;
- b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
- c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.

10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.

11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.

13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Sam Abed  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Marsha Whalen  
City Clerk

Black & Veatch Corporation  
300 Rancheros Drive, Suite 250  
San Marcos, CA 92069

Date: \_\_\_\_\_

\_\_\_\_\_  
(Contractor signature)

\_\_\_\_\_  
Title

*(The above signature must be notarized)*

APPROVED AS TO FORM:

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

By: \_\_\_\_\_

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



ESCONDIDO-VID WTP  
DISINFECTION AND ELECTRICAL SYSTEMS UPGRADES  
SCOPE OF WORK – PHASE 2: DETAILED DESIGN

CITY OF ESCONDIDO

## GENERAL

The planned improvements to the Escondido-VID Water Treatment Plant (WTP) include upgrades to the plant disinfection and electrical systems. The work is being performed in two phases as follows:

- ▼ PHASE 1: PROJECT DEFINITION
- ▼ PHASE 2: DETAILED DESIGN SERVICES

The *Phase 1 - Project Definition* is considered complete. The design services included in *Phase 2 – Detailed Design Services* are based on the results of the project definition phase. The detailed design services will include preparation of construction documents, including drawings and specifications. Permitting assistance and agency coordination will also be performed under this phase. Design of following major components is included:

### Chemical Systems:

- ▼ A new on-site sodium hypochlorite generation (OSG) system to replace the existing gaseous chlorine system for disinfection. Includes:
  - ▼ Demolition of the existing 17-ton chlorine storage and feed system, and chlorine scrubber system
  - ▼ Design of new brine storage tanks and feed system
  - ▼ Design of new sodium hypochlorite storage and feed system
  - ▼ Design of new on-site sodium hypochlorite generators and ancillary equipment
  - ▼ Design of expanded exterior chemical storage area for brine and hypochlorite
- ▼ Modifications to the existing chlorine dioxide system. Includes:
  - ▼ Demolition of the existing chlorine dioxide generator and sodium chlorite storage and feed system
  - ▼ Design of new Purate and sulfuric acid storage and feed systems including exterior concrete containment areas
  - ▼ Design of a new chlorine dioxide generator

### Electrical Systems:

- ▼ Design of new MCC for OSG system
- ▼ Design of new 480 V main distribution switchgear line-up
- ▼ Design of new electrical room within the existing chemical building for new 480 V main distribution switchgear including minor structural and HVAC improvements for the new enclosed electrical area.
- ▼ Design of new standby diesel engine-generator system. Assumes two exterior units, each in a weatherproof, sound attenuating enclosure.
- ▼ Design of new 480 V feeder to the Lake Valve Hydraulic Shack
- ▼ Design of tie-in to plant control system
- ▼ Design of underground ductbank and pullboxes

**DISINFECTION AND ELECTRICAL SYSTEMS UPGRADES  
SCOPE OF WORK – PHASE 2: DETAILED DESIGN**

CITY OF ESCONDIDO



- ▼ Design of associated power, lighting, and devices
- ▼ Design of grounding system
- ▼ Design of exterior lighting per San Diego County Ordinance No. 7155 (dark sky)

**SCOPE OF WORK – PHASE 2: DETAILED DESIGN**

Specific tasks associated with this phase of the project are summarized below:

- ▼ Task 200 – Detailed Design
- ▼ Task 220 – Project Management
- ▼ Task 240 – Optional Design Services

**TASK 200 – DETAILED DESIGN**

Detailed design will include finalizing technical investigations and concept design, preparing the basis of design report (BDR) and preparing construction drawings and specifications. Design packages will be submitted to the City for review at 3 stages: BDR plus 20% design, 60% design, and 90% design. A preliminary sheet list is attached.

*Task 201 – Chemical Systems Conceptual Design.* This task includes conceptual design for the sodium hypochlorite generation system and modifications to the chlorine dioxide system. Specific design elements to be determined include:

- ▼ Final dose, feed and storage requirements
- ▼ Final chemical system design capacity (90 MGD)
- ▼ Confirm decision to design new Purate system for chlorine dioxide
- ▼ Conceptual layout of equipment
- ▼ Extent of reuse or replacement of chemical piping for the new systems
- ▼ Review of structural/seismic requirements for new chemical tanks in areas where existing slabs are to be reused. Information such as record drawings, structural calculations, basis of design criteria, and site photos will be reviewed for determination of seismic hold-down requirements.

*Task 202 – Electrical Systems Conceptual Design.* This task includes conceptual design for the electrical service panel upgrades and the new standby engine generator system. Specific design elements to be determined include:

- ▼ Evaluate size of 480 V main distribution switchgear and standby diesel engine-generator system with respect to plant re-rating to 90 MGD. Current plant rated capacity is 75 MGD. Original plant hydraulic capacity was designed as 90 MGD.
- ▼ Evaluate potential issues with design or permitting of engine generators sited at toe of dam.
- ▼ Confirm layout and feasibility of adding new electrical room in chemical building for new 480 V main distribution switchgear line-up

*Task 203 – Geotechnical Data Review.* A review of previous geotechnical investigations will be performed to determine if additional geotechnical data is necessary for the detailed design.

**DISINFECTION AND ELECTRICAL SYSTEMS UPGRADES  
SCOPE OF WORK – PHASE 2: DETAILED DESIGN**

CITY OF ESCONDIDO



*Task 204 – Basis of Design Report and 20 % Design Package.* A Basis of Design Report (BDR) will be prepared to summarize the conceptual design for the project. The BDR will include preliminary drawings for the process schematic, site plans, layouts, and the process equipment portion of the P&IDs. A design review workshop will be held to review and discuss Escondido's and VID's review comments on this design package.

*Task 205 – 60% Design Package.* Design construction documents to be included in the 60% design package generally include:

- ▼ Process flow diagram
- ▼ Demolition plans
- ▼ Site plans
- ▼ Yard piping and grading plans
- ▼ Major facility plans and sections
- ▼ P&ID drawings
- ▼ Equipment control descriptions
- ▼ Instrumentation device schedules
- ▼ Preliminary structural design
- ▼ Preliminary electrical design
- ▼ Major equipment specifications
- ▼ Review comments for City's front-end documents

A design review workshop will be held to review and discuss Escondido and VID review comments on this design package.

*Task 206 – 90% Design Package.* Design construction documents to be included in the 90% design package generally include:

- ▼ Refinement of 60% documents
- ▼ Structural drawings
- ▼ HVAC and plumbing drawings
- ▼ Electrical site plan with duct bank routing
- ▼ Power and lighting plans
- ▼ Electrical one-line drawings
- ▼ Preliminary Details
- ▼ All specifications (assumes that City will provide approved front-end documents for the project)

A design review workshop will be held to review and discuss Escondido and VID review comments on this design package.

*Task 207 – Final Design Package.* Final City comments will be incorporated into the drawings and specifications and final signed and sealed construction documents will be prepared for use by the City in bidding the project. The final design package will include:



**DISINFECTION AND ELECTRICAL SYSTEMS UPGRADES  
SCOPE OF WORK – PHASE 2: DETAILED DESIGN**

CITY OF ESCONDIDO

- ▼ Refinement of 90% documents
- ▼ Final drawings (the attached sheet list summarizes the drawings anticipated for the project)
- ▼ Final technical specifications
- ▼ Final front-end documents

*Task 208 – Opinion of Probable Construction Cost.* A preliminary Opinion of Probable Construction Cost will be developed after the 60% design package submittal. The cost data will be updated after the 90% design package submittal and review based on final City design review comments, and submitted with the Final design documents.

**TASK 220 – PROJECT MANAGEMENT**

Ongoing project management and administration activities such as invoicing, scheduling, coordination, etc. will be provided throughout this phase of the project.

*Task 221 – Project Administration.* Monthly invoices will be prepared and submitted along with status reports. The status reports will identify what work has been performed during the billing period and the completion status of major tasks.

*Task 222 – Project Meetings.* At the start of the project a set monthly team meeting time will be scheduled each month for a total of 10 months. This meeting time will be used for project design meetings and workshops. A schedule of meeting topics will be developed and distributed to the design team and City to manage the design progress and anticipated decisions needed. Seven (7) project design meetings and three (3) design review workshops are anticipated (budgets for the design review workshops have been included in the budgets for the corresponding detailed design tasks). Summary minutes documenting the key design decisions and action items will be prepared and distributed to the City Project Manager within ten (10) working days after each meeting.

*Task 223 – Agency Coordination.* Agency coordination will be performed with San Diego Gas and Electric (SDG&E), County of San Diego Air Pollution Control District (APCD) and California Department of Public Health (CDPH). The actual effort required for this task could vary considerably, so an allocation of 40 hours has been assumed for the base scope of services. Coordination is anticipated to include review of technical design approach and any permitting issues associated with the work. It is anticipated that up to 2 meetings may be required with each agency throughout the design.

*Task 224 – Permitting Assistance.* The design team will assist the City with permitting assistance for the design improvements including providing technical information, guidance, or review. The actual effort required for this task could vary considerably, so an allocation of 40 hours has been assumed for the base scope of services. It is assumed that the City will prepare any required permitting documents for the project.

**TASK 240 – ADDITIONAL SERVICES**

Additional services will be provided if desired by the City and approved as additional effort. A \$50,000 allowance is included in the fee to fund additional services. Any additional services performed will require prior authorization by the City.



**ESCONDIDO-VID WTP  
DISINFECTION AND ELECTRICAL SYSTEMS UPGRADES  
SCOPE OF WORK – PHASE 2: DETAILED DESIGN**

*CITY OF ESCONDIDO*

### SCHEDULE

A 10 month schedule for design is anticipated as follows (durations include client reviews, assumed to be one to two weeks per submittal):

- ▼ NTP – March 1, 2011
- ▼ Basis of Design Report and 20% Design Package – 3 months
- ▼ 60% Design Package – 3 months
- ▼ 90% Design Package – 3 months
- ▼ Final Design Package – 1 month

### DESIGN ASSUMPTIONS

The scope and fee estimate are based on the following design assumptions:

- ▼ A Purate system will be designed for chlorine dioxide. Additional design effort will be required if a 3-chemical system is selected during conceptual design finalization.
- ▼ New exterior chemical storage containment areas will be concrete.
- ▼ Existing chemical yard piping can be reused with the new disinfection and chemical feed systems. It is assumed that new yard piping will not be required and that existing yard piping will not need to be replaced.
- ▼ Existing exterior chemical storage area will be expanded for new brine and sodium hypochlorite storage, feed, and ancillary equipment.
- ▼ Shade canopies will not be provided for equipment in exterior chemical storage areas.
- ▼ Chlorination Building occupancy rating will not change from current rating.
- ▼ Chlorination Building sprinkler modifications will not be required.
- ▼ Chlorination Building lighting improvements will not be required.
- ▼ Engine generators will be located outside in weatherproof, sound attenuating enclosures located within or adjacent to the driveway area at the toe of the dam and will be on an elevated pad. It is assumed that no issues or special design requirements will be required related to dam integrity or design permitting through DSOD. If improvements to this area of the site are deemed necessary to address DSOD requirements or maintain integrity of the dam, evaluation and design of such improvements would be provided as additional services.
- ▼ Additional design services will be required if engine-generators are located inside existing building for building modifications and/or extension of canopy over equipment.
- ▼ All required permits will be prepared and submitted by the City.
- ▼ No equipment will be pre-procured by B&V or City. Contractor will be responsible for all procurement.
- ▼ New electrical room can be readily accommodated in the existing chemical building without the need for major building modifications, increased building footprint, relocation of existing systems, or building code upgrades.



**ESCONDIDO-VID WTP  
DISINFECTION AND ELECTRICAL SYSTEMS UPGRADES  
SCOPE OF WORK – PHASE 2: DETAILED DESIGN**

CITY OF ESCONDIDO

- ▼ Structural improvements to existing concrete slabs required to meet seismic hold-down requirements for new chemical tanks to be determined in Task 201. Additional design effort required to incorporate recommended improvements would be considered additional services.

**ESCONDIDO-VID WTP  
 DISINFECTION AND ELECTRICAL UPGRADES  
 SHEET LIST**

Sheet No.	Drawing No.	Title
<b>GENERAL DRAWINGS</b>		
1	G-1	Cover Sheet
2	G-2	Sheet List
3	G-3	General Notes & Abbreviations
4	G-4	Process Flow Diagram
<b>CIVIL/SITE</b>		
5	Y-1	Legend & Abbreviations
6	Y-2	Demolition Plan
7	Y-3	Overall Site Plan
8	Y-4	Grading and Piping Plan
9	Y-5	Grading and Piping Plan
10	Y-6	Miscellaneous Yard Details
11	Y-7	Miscellaneous Yard Details
<b>CIVIL/PROCESS</b>		
<b>Chlorination Building</b>		
12	C-1	Abbreviations & Legend
13	C-2	Demolition Plan - Chlorine Gas System and Chlorine Dioxide System
14	C-3	Chlorination Building Overall Plan
15	C-4	Chlorination Building Enlarged Plan - Sodium Hypochlorite OSG
16	C-5	Chlorination Building Enlarged Plan - Chlorine Dioxide
17	C-6	Chlorination Building Enlarged Plan - Miscellaneous
18	C-7	Chlorination Building Sections & Details - Sodium Hypochlorite OSG
19	C-8	Chlorination Building Sections & Details - Chlorine Dioxide
20	C-9	Chlorination Building Sections & Details - Miscellaneous
<b>Exterior Chemical Storage</b>		
21	C-8	Demolition Plan - Chlorine Scrubber
22	C-9	Storage and Feed Plan - Area 1: Hypochlorite and Brine
23	C-10	Storage and Feed Plan - Area 2: Purate and Sulfuric Acid
24	C-11	Storage and Feed Sections and Details - Area 1: Hypochlorite and Brine
25	C-12	Storage and Feed Sections and Details - Area 2: Purate and Sulfuric Acid
26	C-13	Storage and Feed Sections and Details - Miscellaneous
27	C-14	Miscellaneous Civil Details
28	C-15	Miscellaneous Civil Details

Sheet No.	Drawing No.	Title
<b>STRUCTURAL</b>		
29	S-1	Notes and Legend - 1 of 2
30	S-2	Notes and Legend - 2 of 2
31	S-3	Foundation Plan - Area 1: Hypochlorite and Brine
32	S-4	Foundation Plan - Area 2: Purate and Sulfuric Acid
33	S-5	Sections and Details - Area 1: Hypochlorite and Brine
34	S-6	Sections and Details - Area 2: Purate and Sulfuric Acid
35	S-7	Sections and Details - Electrical Room
36	S-8	Sections and Details - Miscellaneous
<b>PLUMBING and HVAC</b>		
37	M-1	Legend & Abbreviations
38	M-2	Chlorination Building Plumbing and HVAC Plan
39	M-3	Chlorination Building Plumbing and HVAC Details
40	M-4	Chlorination Building Plumbing and HVAC Details
41	M-5	Electrical Room Plumbing and HVAC Plans and Details
<b>ELECTRICAL</b>		
42	E-1	Electrical Legend, Symbols, Abbreviations
43	E-2	Overall Single Line Diagram
44	E-3	Overall Site Plan
45	E-4	Demolition Plan
46	E-5	Main Electrical Room Power Plan
47	E-6	Main Electrical Room Lighting Plan
48	E-7	Chlorination Building, Single Line Diagram, MCC-1
49	E-8	Chlorination Building Plan
50	E-9	Chlorination Building Elevation & Details
51	E-10	Generator Plan
52	E-11	Generator Elevation & Details
53	E-12	Generator Housekeeping Pad Details
54	E-13	Motor Control Schematics
55	E-14	Sub-System Single Line Diagrams - 1 of 2
56	E-15	Sub-System Single Line Diagrams - 2 of 2
57	E-16	Cable & Conduit Schedule - 1 of 2
58	E-17	Cable & Conduit Schedule - 2 of 2
59	E-18	Panel & Lighting Fixture Schedule
60	E-19	Ductbank and Pullbox Details
61	E-20	Electrical Details - 1 of 3
62	E-21	Electrical Details - 2 of 3
63	E-22	Electrical Details - 3 of 3

Sheet No.	Drawing No.	Title
<b>PROCESS and INSTRUMENTATION DIAGRAMS</b>		
64	P-1	P&ID Legend & Abbreviations - 1 of 2
65	P-2	P&ID Legend & Abbreviations - 2 of 2
66	P-3	P&ID - Brine Storage System
67	P-4	P&ID - Sodium Hypochlorite Generator System - 1 of 3 (brine pumps)
68	P-5	P&ID - Sodium Hypochlorite Generator System - 2 of 3 (water softener)
69	P-6	P&ID - Sodium Hypochlorite Generator System - 3 of 3 (generators/blowers)
70	P-7	P&ID - Sodium Hypochlorite Storage System - 1 of 2
71	P-8	P&ID - Sodium Hypochlorite Storage System - 2 of 2
72	P-9	P&ID - Sodium Hypochlorite Feed System - 1 of 3
73	P-10	P&ID - Sodium Hypochlorite Feed System - 2 of 3
74	P-11	P&ID - Sodium Hypochlorite Feed System - 3 of 3
75	P-12	P&ID - Purate Storage and Feed System
76	P-13	P&ID - Sulfuric Acid Storage and Feed System
77	P-14	P&ID - Chlorine Dioxide Generation and Feed System - 1 of 2
78	P-15	P&ID - Chlorine Dioxide Generation and Feed System - 2 of 2
79	P-16	P&ID - Engine Generator with Subbase Day Tank
<b>INSTRUMENTATION</b>		
80	I-1	Control System Block Diagram
81	I-2	Instrumentation Installation Details
82	I-3	Instrumentation Installation Details

City of Escondido  
 Escondido-Vista WTP  
 Disinfection and Electrical System Upgrades  
 Fee Estimate - Phase 2: Detailed Design Phase

Task	Description	Project Director	Project Manager (DC)	Technical Advisor / QA/QC - Electrical	Technical Advisor / QA/QC (Other)	Engineering Manager (TSD)	Project Engineer - Electrical	Project Engineer - Civil	Project Engineer - Other	Staff Engineer - Electrical	Staff Engineer - Civil	Staff Engineer - Other	CADD - Electrical	CADD - Civil	CADD - Other	Admin Staff	B&V Total Hours	Total Fee	Indirect Expenses (\$8.75/hour)	Direct Expenses	Total	Notes/Assumptions
PHASE 2 - DETAILED DESIGN PHASE SERVICES																						
PHASE 2 - DETAILED DESIGN																						
200	DETAILED DESIGN																					
201	Chemical Systems Conceptual Design	8	8			16											704	\$13,844	\$910	\$0	\$14,754	
202	Electrical Systems Conceptual Design	4	4			8											60	\$10,020	\$530	\$0	\$10,550	
203	Geotechnical Data Review	4	4	20	4	8											24	\$4,052	\$210	\$0	\$4,262	
204	BDR and 20% Design Package	2	40	40	16	80	24										928	\$120,568	\$8,120	\$1,800	\$130,488	3 trips for BDR review workshop = Erin, Andy and Teresa
205	60% Design Package	4	40	40	16	80	44										1,320	\$155,448	\$11,550	\$1,800	\$178,798	5 trips for 60% design review workshop = Erin, Andy and Teresa
206	90% Design Package	2	40	60	16	88	44										1,110	\$144,936	\$9,710	\$1,200	\$155,846	2 trips for 90% design review workshop = Andy and Teresa
207	Final Design Package	2	4	8		16											38	\$5,376	\$330	\$0	\$5,706	
208	Opinion of Probable Construction Cost	2	2			2											0	\$0	\$0	\$0	\$0	
	Subtotal	10	146	170	56	298	124	0	340	352	824	484	242	384	332	64	2,806	\$481,872	\$33,300	\$4,800	\$529,972	
PROJECT MANAGEMENT																						
220	Project Administration	4	24			12											64	\$9,580	\$560	\$0	\$10,140	Assumes 10 month schedule
222	Project Meetings	4	20			20											16	\$9,680	\$530	\$4,200	\$14,410	7 trips for Teresa (7 project meetings plus 3 workshops = 10 total meetings)
223	Agency Coordination	8	8			20											40	\$6,896	\$350	\$0	\$7,246	
224	Permitting Assistance	8	60			72											204	\$33,052	\$1,790	\$4,200	\$39,042	
	Subtotal	8	60	8	0	72	0	0	0	0	8	0	0	0	0	48	204	\$33,052	\$1,790	\$4,200	\$39,042	
	PHASE 2 TOTALS	18	206	178	56	370	124	0	340	352	832	484	242	384	332	112	4,070	\$524,924	\$35,090	\$9,000	\$569,014	
ADDITIONAL SERVICES																						
240	ADDITIONAL SERVICES																					Prior Authorization Required
	TOTAL CONTRACT																					\$519,014

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.:** 12

**Date:** February 16, 2011

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Lori Vereker, Director of Utilities  
**SUBJECT:** Authorization for Utilities Director to Submit Grant Applications

RECOMMENDATION:

It is requested that Council adopt Resolution 2011-30 allowing the Director of Utilities to prepare the necessary data, conduct investigation, and submit grant applications for Proposition 1E. It also authorizes the Utilities Director to enter into an agreement to receive Proposition 1E Stormwater Flood Management grants from the California Department of Water Resources.

FISCAL ANALYSIS:

The fiscal impact could be significant in reducing local funding necessary for large Utilities projects such as Wohlford Dam, water and recycled water infrastructure, and stormwater improvements. For example, the City could receive up to \$20M for the Wohlford Dam project.

BACKGROUND:

The State Department of Water Resources has several grant funding opportunities. They require that the City council authorize a representative from the city to prepare the necessary data, conduct investigation, and submit the grant applications for Proposition 84 Implementation and Proposition 1E. That same representative is then authorized to enter into an agreement to receive those grant funds if/when they are awarded. The authorization for the city representative must be made before the grant applications are submitted.

Respectfully submitted,



Lori Vereker  
Director of Utilities



RESOLUTION NO. 2011-30

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE UTILITIES DIRECTOR  
TO SUBMIT A PROPOSITION 1E IRWM  
STORMWATER FLOOD MANAGEMENT  
GRANT APPLICATION

WHEREAS, Proposition 1E, the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resources Code Section 5096.800 et seq.), authorized the California Legislature to appropriate \$300 million to encourage integrated regional water management ("IRWM") planning in California; and

WHEREAS, Section 79560 of the California Water Code appropriated to the Department of Water Resources ("DWR") funds for IRWM stormwater flood management grants and other purposes; and

WHEREAS, achieving IRWM grant funding will help to achieve the regional flood management goals established in the 2007 San Diego IRWM Plan; and

WHEREAS, the City of Escondido is an active participant in the San Diego IRWM program as a voting member of the Regional Advisory Committee ("RAC") and ad-hoc Workgroups; and

WHEREAS, grant application procedures established by DWR require applicants to provide a copy of a resolution adopted by the applicant's governing body designating an authorized representative to file an application for an IRWM stormwater flood management grant;

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

1. That the above recitations are true and correct.
2. That the Utilities Director is authorized to prepare the necessary data, conduct investigations, and file a Proposition 1E Stormwater Flood Management grant application.
3. The Utilities Director is authorized to enter into an agreement to receive a Proposition 1E Stormwater Flood Management grant from the California Department of Water Resources.

# CITY COUNCIL

For City Clerk's Use:

APPROVED  DENIED

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

Agenda Item No.: 13  
Date: February 16, 2011

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Lori Vereker, Director of Utilities  
**SUBJECT:** Adoption of the 2007 San Diego Integrated Regional Water Management Plan

RECOMMENDATION:

It is requested that Council adopt the 2007 San Diego Integrated Regional Water Management (IRWM) Plan as requested in Resolution 2011-29.

FISCAL ANALYSIS:

There is no direct fiscal impact of adopting the IRWM Plan. However, the Plan must be adopted by the City Council in order for Escondido to qualify for grant opportunities from the State Department of Water Resources. These grant opportunities include funding for Wohlford Dam, water infrastructure, storm water improvements, and recycled water infrastructure and improvements.

BACKGROUND:

The San Diego Region developed the IRWM Plan through a coordinated effort of all the region's water agencies. A workgroup to guide that effort has been established and Escondido has a representative on that workgroup. The San Diego IRWM Plan provides a mechanism for stakeholders to work together to address the challenges that potentially exist among multiple planning efforts. The IRWM Plan is intended to serve as an umbrella document that encompasses many water management planning efforts within the Region. It also serves as the State Department of Water Resources grant funding mechanism for the region. Please see the highlights of the Plan in the attachment. The entire Plan may be found at <http://www.rmewater.com/clients/sdirwmp/plan.html>.

Respectfully submitted,



Lori Vereker  
Director of Utilities



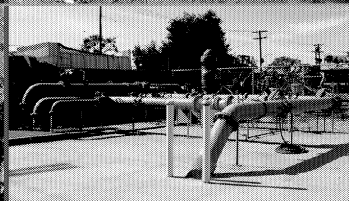
San Diego



# Integrated Regional Water

Management Plan

## Highlights



Public Review Draft  
June 2007



The City of San Diego

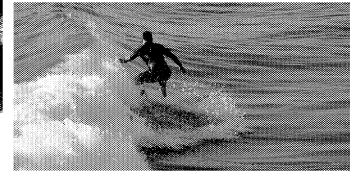


County of San Diego



San Diego County  
Water Authority

# Innovative Approach to Water Management Planning for the San Diego Region

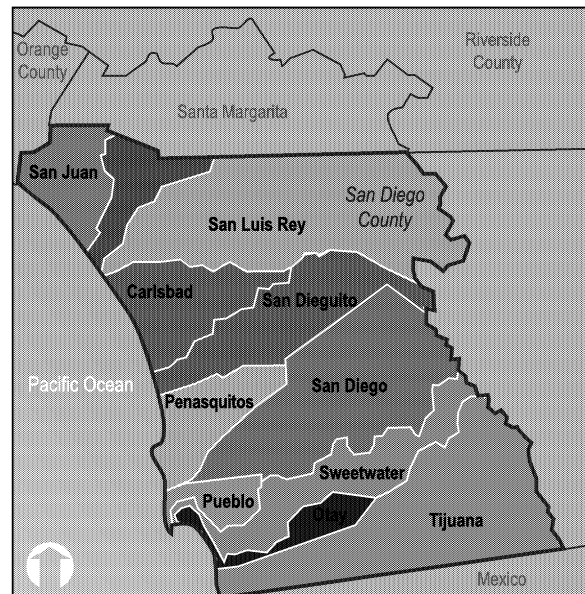


Governmental and non-governmental water management entities throughout San Diego County have set an unprecedented example for the Region through development of the first-ever San Diego Integrated Regional Water Management (IRWM) Plan. Working together in an environmentally sensitive, cost-conscious way, public agencies, private entities, and the general public have developed a plan to ensure that the Region's water resources remain safe and reliable. The San Diego IRWM Plan is a new approach to water resources planning that integrates existing sub-regional planning efforts and perspectives and formulates regional programs and projects to best achieve the Region's goals for optimum water resource management. These water management goals are:

- Optimize Water Supply Reliability
- Protect and Enhance Water Quality
- Provide Stewardship of Natural Resources
- Coordinate and Integrate Water Resources Management

## San Diego is a Diverse Region with Significant Water Management Challenges

The San Diego Region is comprised of a series of watersheds within the County that generally discharge to coastal bays, estuaries, lagoons, and the ocean and support a variety of habitat communities. The Region has more rare, threatened, and endangered plant and animal species than any comparable land area within the



continental United States<sup>1</sup>. The San Diego County Multi Species Conservation Program (MSCP) and Multi Habitat Conservation Program (MHCP) are comprehensive habitat conservation programs that are being implemented by local jurisdictions and special districts. They address the habitat needs of critical plant and animal species and the preservation of native vegetation communities.

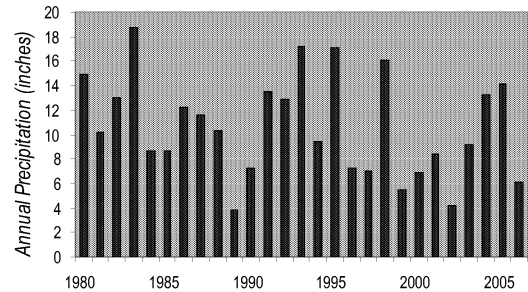
San Diego is a culturally diverse area featuring national and ethnic communities from throughout the world. The Region features large and active national or ethnic communities from Mexico, Central and South America, the Caribbean, Africa, Pacific Island, and Native American communities. Population within the Region is projected to increase by approximately 28 percent by the year 2030. The Region's diverse ethnic groups are projected to comprise the majority of the San Diego County population by year 2010<sup>2</sup>.

Historically dependent on military spending, the Region's economy has diversified during the past 20 years. Manufacturing is the largest economic contributor to the local economy. Leading manufacturing industries within the region include telecommunications, electronics, computers, industrial machinery, aerospace, shipbuilding, biotechnology, and instruments. Tourism is the second largest industry in the Region, followed by the defense industry and agriculture.

### Unreliable Precipitation and Limited Local Resources are Key Challenges

The San Diego Region has highly variable rainfall and limited local water supplies.

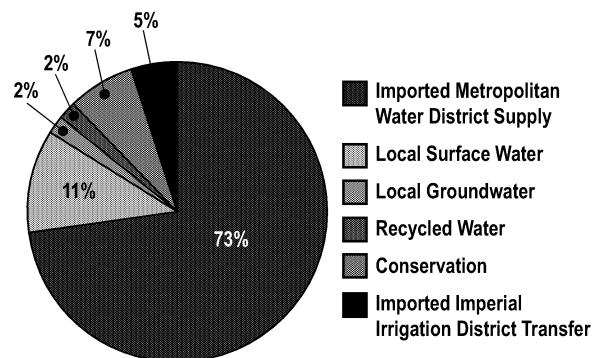
*San Diego Receives Limited and Unreliable Precipitation, and Relies Heavily on Imported Supplies*



Over the past 60 years the Region has depended largely on water imported from the Bay Delta and the Colorado River. Development of local water supply opportunities is an important step in reducing the Region's reliance on imported water supplies and increasing water supply reliability.

The Region has a Mediterranean climate, and precipitation follows a strong seasonal pattern. More than 90 percent of the annual precipitation typically occurs during the six-month period of November through April, while a significant majority of the evaporation occurs during summer and autumn months<sup>3</sup>. Significant variation occurs in the geographic distribution of precipitation across the Region, and precipitation quantities vary greatly from year to year.

*The San Diego Water Authority Relies Heavily on Imported Supplies*



1. Pulliam, H. Ronald and Bruce Babbitt. 1997. *Science and the Protection of Endangered Species*. *Science* 1997 275: 499-500.

2. San Diego Association of Governments (SANDAG). *Final 2030 City/County Forecast*. 2003.

3. Western Regional Climate Center. *Western Regional Climate Center historical climate data website*: <http://www.wrcc.dri.edu/summary/Climsmsca.html>. 2006.

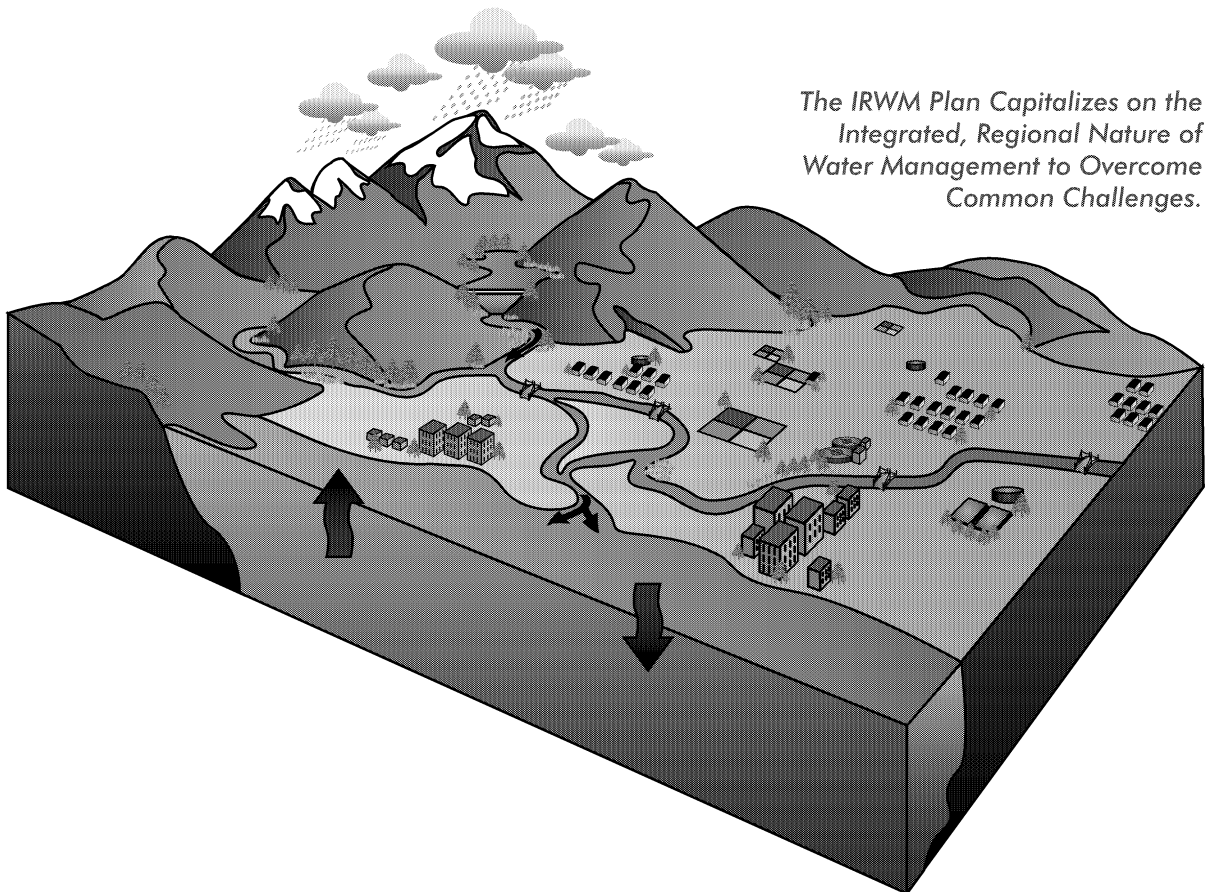
The San Diego County Water Authority (Water Authority) is the sole imported water wholesale agency within the Region, and all major water agencies within the San Diego Region are members of the Water Authority. Depending upon local hydrologic conditions, water supplies delivered by the Water Authority to its member agencies comprise 70 to 90 percent of the Region's water supply<sup>4</sup>. The Region's water agencies have targeted increasing local supplies as a key element in meeting future regional water demands.

The San Diego Regional Water Quality Board (Regional Board) has listed 40 inland surface waters and 35 coastal waters or beach segments in the Region as water quality impaired because they do not comply with applicable water quality standards. Primary water quality constitu-

ents of concern for the Region's surface waters include coliform bacteria, sediment, nutrients, salinity, metals, and toxic organic compounds. The Regional Board has completed Total Daily Maximum Loads (TMDLs) for several of these water quality impaired waters, and has initiated TMDLs for a number of other impaired waters.

### **A New Approach to Addressing Water Management Challenges**

Numerous water resource management plans have been developed by individual groups or partnerships throughout the Region. These plans address water supply, water quality, ecosystem and habitat protection and enhancement, watershed protection, recreation, and land use management. Challenges to addressing water management issues on a sub-regional scale include:



*The IRWM Plan Capitalizes on the Integrated, Regional Nature of Water Management to Overcome Common Challenges.*

4. San Diego County Water Authority. Updated 2005 Urban Water Management Plan. 2007.



- competing or conflicting objectives of the individual or sub-region plans
- conflicting means of achieving the objectives
- jurisdictional conflicts
- regulatory constraints
- environmental concerns
- public acceptability
- lack of funding

The San Diego IRWM Plan provides a mechanism for stakeholders to work together to address the challenges that potentially exist among multiple planning efforts. The IRWM Plan is intended to serve as an umbrella document that encompasses many water management planning efforts within the Region. In addition, the IRWM Plan also provides a means to develop and update regional water management objectives, overcome potential project implementation constraints, and implement water management projects that conform with the IRWM Plan objectives.

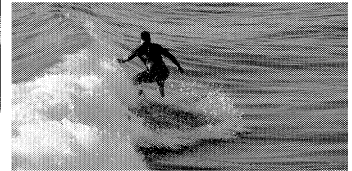
The IRWM Plan accomplishes the following:

- Provides a mechanism to consider individual plans in a regional, more comprehensive manner, to determine where plans can supplement each other and move forward more effectively with complementary projects.
- Brings jurisdictions together to resolve potential conflicts and prioritize projects for potential local, state, or federal funding.

- Provides a unified regional approach for identifying and assessing regulatory compliance issues. Such an approach may provide greater opportunities for coordinating and resolving regulatory constraints than through stand alone projects or the actions of a single agency.
- Provides a unified approach for identifying and assessing environmental compliance challenges and environmental enhancement opportunities. A regional approach may provide greater opportunity for coordinating and resolving environmental issues than through stand alone projects or the action of a single agency.
- Allows for greater public understanding and acceptance of proposed projects in part because the projects were considered in the context of the Region and other management strategies.
- Allows for the attainment of broad-based objectives that benefit multiple aspects of water management planning through integration of projects and programs.
- Encourages entities to identify opportunities for implementing collaborative or regional funding approaches. Projects included within the IRWM Plan will be preferred for some forms of local, state, or federal funding.



## Stakeholder Engagement is a Critical Component of IRWM Planning



A Regional Water Management Group (RWMG) was formed to organize and facilitate development of the 2007 IRWM Plan. The RWMG consists of the following three key agencies:

**San Diego County Water Authority**  
City of San Diego  
County of San Diego

The **County of San Diego** has over 3 million residents and is the third most populous in California. Its Gross Regional Product is \$130 billion (2003), which would rank it 35th among national economies in the world. Eighteen municipalities and the County govern the distinctive communities and neighborhoods that span the 4281 square miles. The County is the lead copermitee for the regional municipal stormwater permit which consists of the County, eighteen municipalities, San Diego Unified Port Authority and the San Diego County Regional Airport Authority.

The **City of San Diego** is the second largest city in California. The City's Water Department serves 1.4 million residents in the City and neighboring communities, operates three water treatment plants with capacity of 400 million gallons per day, and has nine reservoirs storing up to 420,000 acre feet. The City operates the Metro Wastewater System which collects and treats wastewater from the City and 15 other cities and districts from a 450 square mile area with a population of over 2.2 million.

The **San Diego County Water Authority** serves the Region as a public wholesale water supplier. The Water Authority works through its 24 member agencies to provide a safe, reliable water supply to nearly 3 million residents in the western third of San Diego County. The Water Authority fulfills this responsibility in part by importing water from the Colorado River and the Sacramento-San Joaquin River Delta, via the Metropolitan Water District of Southern California. The Water Authority also brings water into the Region through transfer programs that involve the conservation of water on Imperial Valley farms and the prevention of seepage from canals in the Imperial and Coachella valleys. In FY 2006, the Water Authority used its nearly 300 miles of large-diameter pipeline to deliver 579,110 acre-feet of water to its member agencies.

The RWMG has spearheaded this effort which involves working together to identify a suite of integrated projects that will produce the best possible result for the San Diego Region.

Development of the IRWM Plan relied on active support and involvement from nearly 30 separate entities engaged in water resources planning and manage-

ment throughout the Region. This stakeholder identification and input process was led by the following regional groups:

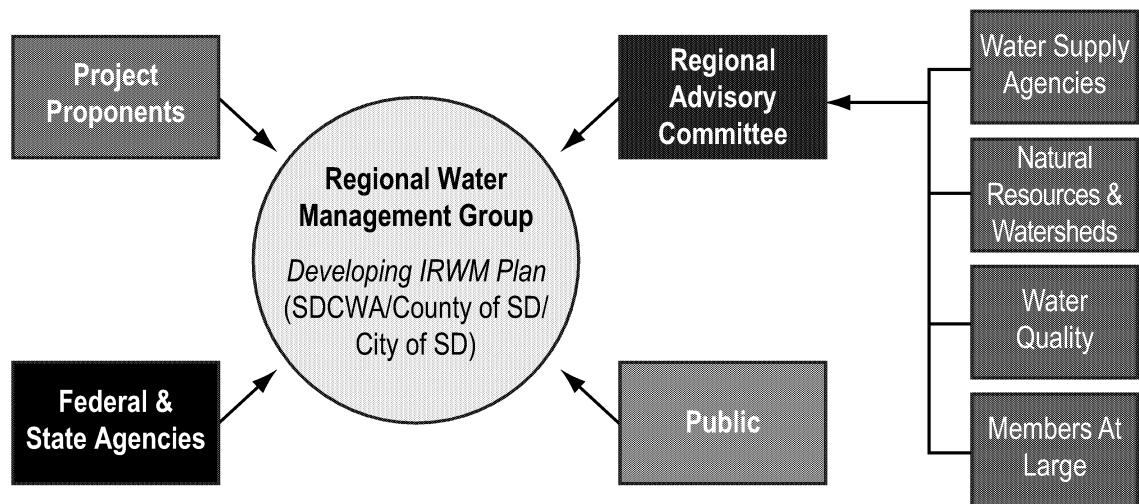
- **Regional Advisory Committee.** Policy-level input to the IRWM Plan was provided by a Regional Advisory Committee (RAC) that included agencies and entities with local water management authority, as well as subject matter experts

representing environmental groups, academic entities, agricultural groups, water suppliers, wastewater agencies, water quality interests, regulatory agencies, and disadvantaged communities. The RAC served as the primary organization that provided direction to the RWMG for plan preparation.

- **Water Authority Member Agency General Managers.** The Water Authority Member Agency General Managers have provided input relative to water supply issues.
- **Project Clean Water.** Initial stakeholder identification and program direction was provided through Project Clean Water. Project Clean Water was initiated by the County of San Diego in 2000 as a mechanism for bringing together government agencies, non-govern-

ment agencies, and interested parties throughout the Region to collaboratively explore water quality issues of regional importance.

- **Project Clean Water Watershed Protection Technical Advisory Committee.** Technical guidance was provided through the Watershed Protection Technical Advisory Committee (Watershed Protection TAC) formed through Project Clean Water. The Watershed Protection TAC meets regularly to discuss a range of watershed planning and implementation issues, and reaches a broad spectrum of watershed planning stakeholders.
- **Stormwater Copermittee Management Committee.** The Stormwater Copermittee Management Committee provided input relative to stormwater management.



*Draft 2007 IRWM Plan Stakeholder Input*

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## The RWMG, RAC, and Stakeholders Developed a Vision, Mission, Goals and Objectives for the IRWM Planning Effort

### The IRWM Plan Vision is:

An integrated, balanced, and consensus approach to ensuring the long-term sustainability of San Diego's water supply, water quality, and natural resources.

### The IRWM Plan Mission is:

To develop and implement an integrated strategy to guide the San Diego Region toward protection, managing, and developing reliable and sustainable water resources. Through a stakeholder-driven and adaptive process, the Region can develop solutions to water-related issues and conflicts that are economically and environmentally preferable, and that provide equitable resource protection for the entire Region.

### IRWM Plan Goals

In accordance with the IRWM Plan vision and mission statement, the RWMG, RAC, and regional stakeholders developed the following four IRWMP Plan goals:

- Optimize water supply reliability
- Protect and enhance water quality
- Provide stewardship of our natural resources
- Coordinate and integrate water resource management

The RWMG, RAC, and regional stakeholders developed nine IRWM Plan objectives to accomplish the four IRWM Plan goals. Because all nine objectives are critical to effective water management, it was decided that the objectives are of equal importance, and should not be ranked.

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**Objective A** | Maximize stakeholder and community involvement and stewardship. Coordinate efforts to foster a consistent message that will engage communities and educate the public on the interconnectiveness of water supply, water quality, and natural resources while promoting individual and community ownership of the problems and solutions.

**Objective B** | Effectively obtain, manage, and assess water resources data and information. Increase and expand sharing, integration, and comprehensive analysis of water resource and water quality data to provide a basis for improved water resources management.

**Objective C** | Further scientific and technical foundation of water management. Promote actions, programs and projects that increase scientific knowledge and understanding of water management issues, effects of water management actions on water quality, relations between water quality and beneficial uses, and how water quality improvements may translate to increased public benefit. Coordinate with regulatory agencies to assess and resolve ambiguous or conflicting regulatory standards or requirements.

**Objective D** | Develop and maintain a diverse mix of water resources. Continue to develop diverse water resources to meet the local supply and conserva-

tion goals identified in 2005 Urban Water Management Plans of the various water agencies in the Region and the County's General Plan 2020, reduce dependence on imported water supplies, and avoid shortages during drought periods. The diverse mix of water resources being developed includes water transfers, recycled water, water conservation, seawater desalination, local surface water, and groundwater.

**Objective E** | **Construct, operate, and maintain a reliable infrastructure system.** Construct water conveyance, treatment, storage, and distribution facilities for reliable regional and local water infrastructure systems that are operated and maintained to meet demands for treated and untreated water, are consistent with the future mix of resources, and provide flexibility in system operations.

**Objective F** | **Reduce the negative effects on waterways and watershed health caused by hydromodification and flooding.** Promote development and best management practices that reduce the negative effects on natural stream systems. Runoff from impervious surfaces can result in erosion, sediment pollution, altered water temperatures, habitat degradation, and flooding. Channel modification may increase the likelihood of damages due to an altered natural drainage system.

**Objective G** | **Effectively reduce sources of pollutants and environmental stressors.** Reduce pollutants and environmental stressors to maintain or improve water quality through the applica-

tion of point source control, stormwater best management practices, management measures such as land use planning and conservation, and reservoir management.

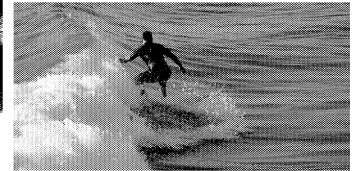
**Objective H** | **Protect, restore and maintain habitat and open space.** Manage and acquire land to preserve open space and limit activities that negatively affect water quality, habitat, and endangered, threatened, and key species. The creation of interconnected wildlife corridors, invasive species management, and water pollution prevention activities will help maintain and enhance native biological diversity.

**Objective I** | **Optimize water-based recreational opportunities.** Protect and improve water quality to support water-based recreational activities such as swimming, fishing, boating, as well as picnicking and hiking along waterways, while ensuring that the recreational activities do not adversely affect other beneficial uses of water.

### **Performance Measures for Assessing Progress**

The RWMG, RAC, and stakeholders have also developed a series of measurable targets to assess the Region's progress toward achieving each objective. While it is expected that these targets will evolve in response to changing regional conditions, the targets will serve as an effective means of measuring progress toward achieving the IRWM Plan objectives, and will guide adaptive management of the ongoing planning process.

## The IRWM Plan Establishes Short-Term Priorities



Using the regional objectives as a guide, the IRWM Plan stakeholder group identified short-term regional priorities, which are actions to guide implementation of the IRWM Plan.

### Short-Term Regional Priorities

1. Implement priority projects and programs that support the Region's IRWM goals and objectives.
2. Formally establish a long-term institutional structure to guide the ongoing development and implementation of the San Diego IRWM Plan.
3. Implement and update as needed a Public Outreach Plan that ensures key stakeholders and affected parties are informed of and engaged in IRWM planning and implementation.
4. Establish a regional, web-based system for sharing, disseminating, and supporting the analysis of water management data and information.
5. Complete a Needs Assessment and develop recommendations for addressing existing deficiencies in the technical and scientific foundation of San Diego Basin Plan beneficial uses and water quality objectives.
6. Complete an updated assessment of local water management plans to ensure effective and upfront input from these plans during all phases of IRWM planning and implementation Plan.
7. Revise and Update San Diego IRWMP.

### Identifying and Implementing Priority Projects is a Key Short-Term Priority

The IRWM Plan includes projects that align with the regional objectives. Project proponents throughout the Region were informed of the objectives and encouraged to refine their projects and partner with other agencies to best align with the IRWM planning process.

#### **Water Management Strategies\***

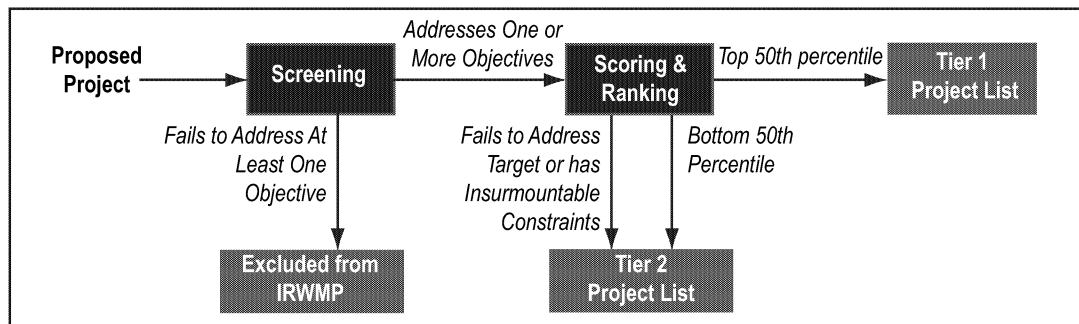
<i>Agricultural land stewardship</i>	<i>CALFED surface storage</i>
<i>Agricultural water use efficiency</i>	<i>Regional surface storage</i>
<i>Groundwater management</i>	<i>Reoperation and reservoir management</i>
<i>Conveyance</i>	<i>Urban land use management</i>
<i>Seawater desalination</i>	<i>Urban runoff management</i>
<i>Potable water treatment and distribution</i>	<i>Urban water use efficiency</i>
<i>Economic incentives</i>	<i>Water transfers</i>
<i>Ecosystem restoration</i>	<i>Water-dependent recreation and public access</i>
<i>Floodplain management</i>	<i>Watershed management and planning</i>
<i>Groundwater aquifer remediation</i>	<i>Ecosystem preservation</i>
<i>Matching quality to use</i>	<i>Environmental and habitat protection and improvement</i>
<i>Pollution prevention</i>	<i>Water quality protection and improvement</i>
<i>Precipitation enhancement</i>	<i>Wetlands enhancement and creation</i>
<i>Recharge area protection</i>	<i>Conjunctive use</i>
<i>Recycled water</i>	<i>Wastewater treatment</i>

\* Water Management Strategies from DWR's California Water Plan Update 2005 and Proposition 50 Program Guidelines.

Projects most attractive in this regional setting include multiple water management strategies as well as multiple partners. Water management strategies included in the plan are those strategies that are addressed in existing regional plans or those that are currently implemented within the Region.

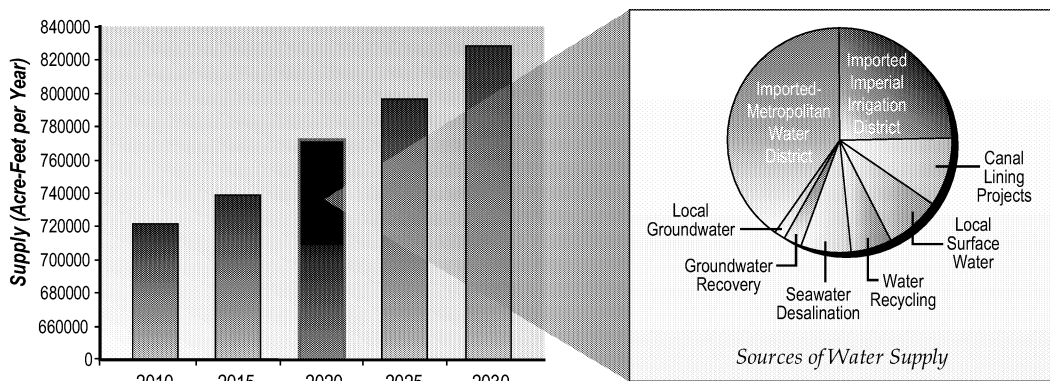
More than 160 water management projects are considered in the IRWM Plan, including a wide array of water supply, water system reliability, water quality protection, pollution prevention, storm runoff control, habitat protection and enhancement, wetlands creation, invasive species control, land conservation, flood control, water-based recreation, data collection, stakeholder outreach, and public education projects.

A two-stage prioritization process that includes plan-level prioritization and funding-level prioritization was used to further prioritize programs and projects for potential implementation. On the basis of the selected criteria, a list of 80 Tier I projects was developed.



*Plan Prioritization Process Overview*

Proposed IRWM water management strategies and projects will result in a number of region-wide and inter-regional benefits. Proposed IRWM projects will help to achieve State Water Plan objectives and goals by reducing reliance on water supplies imported from the Bay-Delta, while improving the Region’s water supply reliability, water quality, and natural resources.

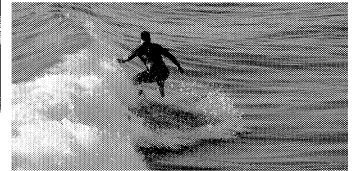


*IRWM Projects will Provide Multiple Benefits Including Increasing Future Water Supply Diversity*

In addition to water supply reliability benefits, the San Diego IRWM Plan provides a wide array of benefits associated with water quality, ecosystem improvement, fish and wildlife enhancement, flood protection, and a host of others.

Type of IRWM Project	Regional Benefit													
	Water Quality Improvement	Ecosystem Improvement	Fish and Wildlife Enhancement	Enhance Flood Control	Enhance Erosion Control	Enhance Public Safety	Enhance Recreation and Public Access	Water Supply Reliability	Preserve Cultural Resources	Reduce Wastewater Discharges	Improve Water Management Coordination	Enhance Scientific Knowledge and Understanding	Increase Public Education and Awareness	Funding and Economic Benefits
Pollution Prevention and Urban Runoff Control	●	●	●	●	●	●	●	●		●	●	●	●	●
Ecosystem Restoration and Habitat Preservation	●	●	●	●	●		●		●	●	●			●
Flood Control or Hydromodification				●	●	●					●			●
Recreation & Public Access							●				●	●	●	●
Water Conservation	●	●	●					●		●	●	●	●	●
Potable Water Treatment and Conveyance						●		●		●	●			●
Groundwater Remediation or Management						●		●		●	●			●
Recycled Water						●		●		●	●			●
Brine Management	●							●		●	●			●

## IRWM Planning Positions the Region to Secure Funding



In addition to providing a cost-effective and efficient means for planning across jurisdictional boundaries, IRWM planning provides an important first step in positioning the Region to secure the outside funding critical to allow the Region to implement much-needed water management projects and programs. An approved IRWM Plan is necessary for regions to be eligible for funding from the State of California under Propositions 50, 84, and 1E.

The Proposition 50 Chapter 8 IRWM Grant Program is a joint program between the California Department of Water Resources (DWR) and the State Water Resources Control Board (SWRCB) which provides funding for projects that protect communities from drought, protect and improve water quality, and reduce dependence on imported water. The IRWM Grant Program includes two separate grant types - Planning Grants

and Implementation Grants. Round 2 of the implementation grant process is currently underway, and completion of the draft San Diego IRWM Plan has positioned the Region to qualify for up to \$25 million in implementation funding through this measure.

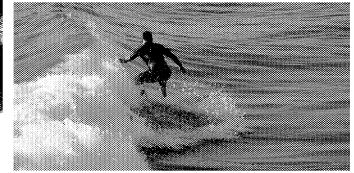
Proposition 84 will begin in the summer of 2008, and is expected to provide approximately \$91 million in funding for IRWM projects in the San Diego Region.

Prop 1E is expected to provide \$300 million statewide for grants for stormwater and flood management projects.

Beyond Propositions 50, 84, and 1E, a variety of future state and federal funding opportunities for water-related projects are expected. This IRWM Plan will provide the vehicle to pursue those funding opportunities.



## The Past, Present and Future of IRWM Planning



In addition to establishing short-term priorities and facilitating the pursuit of outside funding, the 2007 IRWM Plan represents the first step in a long term planning process. As this long-term process unfurls, stakeholder groups will be expanded, governance structure will be refined, coordination with watershed groups will be embellished, emerging issues will be identified, and new priorities will be established.

The San Diego IRWM Plan is a living document; it is envisioned that the IRWM Plan will continue to evolve over time in response to the changing needs of the Region. Through initiation of this unprecedented approach to integrated regional water management, the San Diego Region is establishing itself as a leader in proactive water management planning.

Milestones	2007	2008	2009	2010
Admin Draft IRMWP Release	■			
Public Draft IRWMP Release	●			
Enhanced Outreach		■		
Watershed Coordination		■		
Finalize Governance Structure		■		▲
2007 IRWM Plan Revision and Adoption		■		
Update IRWM Plan		■		
Prop 50 Step 1 Application		■		
Prop 50 Step 2 Application		■		
Anticipated Prop 50 Awards			▲	
Prop 84			■	

For additional information, visit [www.sdirwmp.org](http://www.sdirwmp.org)

## RESOLUTION NO. 2011-29

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, ADOPTION OF THE 2007 SAN DIEGO  
INTEGRATED REGIONAL WATER  
MANAGEMENT PLAN

WHEREAS, the San Diego Regional Water Management Group (“RWMG”), in close cooperation with the Regional Advisory Committee (“RAC”), drafted the 2007 San Diego Integrated Regional Water Management (“IRWM”) Plan to optimize water supply reliability, protect and enhance water quality, provide stewardship of natural resources and coordinate and integrate water resource management in the region; and

WHEREAS, the City of Escondido is an active participant in the San Diego IRWM program as a voting member of the RAC and ad-hoc Workgroups; and

WHEREAS, the San Diego IRWM Plan is the foundation of long-term IRWM planning in the region, fostering coordination, collaboration, and communication among governmental and non-governmental water stakeholders; and

WHEREAS, carrying out the San Diego IRWM Plan and obtaining IRWM grant funding will help to achieve the water supply reliability, water quality protection, flood management, and habitat protection goals identified by stakeholders; and

WHEREAS, on September 19, 2007, the RAC recommended that the RWMG governing bodies adopt the San Diego IRWM Plan; and

WHEREAS, the RWMG – the San Diego County Water Authority Board of

Directors, City of San Diego City Council, and County of San Diego Board of Supervisors – has adopted the San Diego IRWM Plan; and

WHEREAS, the RWMG has also amended the San Diego IRWM Plan to facilitate the addition and revision of projects into the plan through the online project database; and

WHEREAS, the Proposition 1E IRWM Stormwater Flood Management grant solicitation also requires grant applicants to adopt the IRWM Plan;

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

1. That the above recitations are true and correct.
2. That the City Council adopts the 2007 San Diego Integrated Regional Water Management Plan and the amendments made since that time, including the updated project list.

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.:** 14.  
**Date:** February 16, 2011

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Edward N. Domingue, Director of Engineering Services  
**SUBJECT:** Agreement for Acquisition of Real Property - Nordahl Bridge Replacement Project

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2011-22 authorizing the Mayor and City Clerk to execute the Acquisition Agreements for the acquisition of a portion of the property located at 1980 W. Mission Road with Wells-CECO, L.P., in the amount of \$4,500, 2126 W. Mission Road with Richard T. Sokol, Vincent N & Patricia A. Pompo, in the amount of \$2,800 and 2838 Auto Park Way with Robert S. and Pamela A. Bills; in the amount of \$6,100.

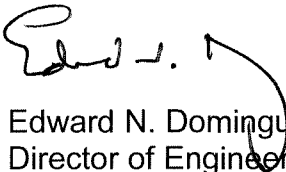
FISCAL ANALYSIS:

Funds for the acquisition of the property rights will be paid out of Transnet Funds.

BACKGROUND:

This action is the acquisition of three of the five partial acquisitions required for construction of the Nordahl Bridge Replacement Project. An independent appraisal report was completed for the portion being acquired. The purchase price is comprised of the appraised fair market value for the property and associated acquisition costs.

Respectfully submitted,



Edward N. Domingue, P.E.  
Director of Engineering Services

RESOLUTION NO. 2011-22

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, AGREEMENTS FOR ACQUISITION OF REAL PROPERTY LOCATED AT 1980 W. MISSION ROAD AND 2838 AUTO PARK WAY; AND AGREEMENTS FOR THE RIGHT TO USE OF REAL PROPERTY FOR 2126 W. MISSION ROAD

(Wells-CECO, L.P.; Richard T. Sokol, Vincent N. and Patricia A. Pompo; and Robert S. and Pamela A. Bills)

WHEREAS, the real property located at 1980 W. Mission Road, Escondido, owned by Wells-CECO L.P.; the real property located at 2126 W. Mission Road, Escondido, owned by Richard T. Sokol, Vincent N. and Patricia A. Pompo; and the real property located at 2838 Auto Park Way, Escondido, owned by Robert S. and Pamela A. Bills, is required for the Nordahl Bridge Replacement Project; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to approve the Agreement for Acquisition of Real Property from Wells-CECO, L.P. for a price of \$4,500; the Agreement for Right to Use of Real Property from Richard T. Sokol, Vincent N. and Patricia A. Pompo, for a price of \$2,800; and the Agreement for Acquisition of Real Property from Robert S. and Pamela A. Bills for a price of \$6,100, plus escrow and miscellaneous closing costs;

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

1. That the above recitations are true.

2. That the Mayor and City Clerk are authorized to execute, on behalf of the City, the Agreement for Acquisition of Real Property from Wells-CECO L.P. for a price of \$4,500, attached as Exhibit "1" and is incorporated by this reference; the Agreements for Right to Use of Real Property from Richard T. Sokol, and Vincent N. and Patricia A. Pompo, for a price of \$2,800, attached as Exhibit "2" and are incorporated by this reference; and the Agreement for Acquisition of Real Property from Robert S. and Pamela A. Bills for a price of \$6,100, plus escrow and miscellaneous closing costs, attached as Exhibit "3" and is incorporated by this reference.

**PROJECT:** Nordahl Bridge Replacement Project.  
**A.P.N.:** 228-360-39  
**ADDRESS:** 1980 Mission Road  
**OWNER:** CONTRACTOR EQUIPMENT CORP

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY**

THIS AGREEMENT is entered into this 11 day of January 2011 by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter called "Buyer"), and the undersigned owner (hereinafter called "Seller"), for the acquisition, by Buyer, of certain real property as hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, all that certain real property (hereinafter called "Property") situated in the City of Escondido, County of San Diego, State of California, and legally described on Exhibit "A" attached hereto and by reference made a part hereof.

2. **PURCHASE PRICE.**

- a. The total purchase price, payable in cash through escrow, shall be FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500).
- b. Seller agrees that the sum of \$4,500 is just compensation for: 1) acquisition of the Property, and 2) each of the items listed below in 2.b. (i). Seller further agrees that the purchase price includes the following amounts:

(i) Land	\$2,500
Temporary Construction Easement	\$1,968
Landscaping and Site Improvements	\$0
Severance Damages	\$0
Other	\$0

3. **CONVEYANCE OF TITLE.** Seller agrees to convey by Grant Deed to Buyer marketable fee title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, covenants, conditions, restrictions, and taxes, EXCEPT:

- a. Taxes as per Section 4986 of the Revenue and Taxation Code.

- b. Public and quasi-public utility, alley and street easements and rights-of-way record.
  - c. Items numbered 7 & 9 of the title report number 78002589 and items numbered 8, 9, 11 & 12 of the title report number 78002590, both dated December 10, 2007, and issued by Chicago Title Company.
4. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Chicago Title, Escondido Escrow Division, hereinafter called "Escrow Agent."

This Agreement constitutes the joint escrow instructions of Buyer and Seller. The Escrow Agent, to whom these instructions are delivered, is hereby empowered to act under this Agreement.

Seller will execute and deposit with Escrow Agent, a deed, to Buyer. As soon as the Escrow Agent has received the Seller's deed, but not earlier than thirty days prior to the scheduled escrow closing date, Buyer agrees to deposit, with the Escrow Agent, the purchase price for the Property. Seller and Buyer both agree to deposit, with Escrow Agent, any additional instruments as are necessary.

Insurance policies for fire or casualty are not to be transferred, and Seller shall cancel his own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) (may be transferred to any other such trust escrow account or accounts) and all disbursements shall be made by check of said Escrow Agent.

Taxes for the fiscal year in which this escrow closes shall be cleared and paid by Seller in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of escrow. This provision will apply to escrows closing between July 1 and October 20.

**ESCROW AGENT IS AUTHORIZED TO:**

- a. Pay and charge Seller for any unpaid (applies to period October 21 to June 30) and/or delinquent taxes and any penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- b. Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy paragraph 3 of this Agreement;
- c. Pay and charge Buyer for any usual escrow fees, charges, and costs payable under paragraph 6 of this Agreement;
- d. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.



If this escrow is not in condition (except for deposit of money by Buyer, which shall be made upon demand of Escrow Agent) to close within sixty days from date of these instructions, any party who then shall have fully complied with these instructions, may, in writing, demand the return of his money or Property; but, if none have complied, no demand for return thereof shall be recognized until five days after Escrow Agent shall have mailed copies of such escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers or documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing this escrow as soon as possible.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

Responsibility of the Escrow Agent under this Agreement is expressly limited to paragraphs 1-6 inclusive and to its liability under any policy of title insurance issued in regard to this transaction.

5. TITLE INSURANCE POLICY. Escrow Agent, following recording of deed to Buyer, shall provide Buyer with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$4,500 issued by Chicago Title Company showing title to Property vested in Buyer subject only to the exceptions set forth in paragraph 3 and the printed exceptions and stipulations in said policy.
6. ESCROW FEES, CHARGES AND COSTS. Buyer shall pay: escrow and recording fees incurred in this transaction; Buyer's title insurance premium charge; and documentary stamp tax, if required. Said escrow and recording charges shall not include: reconveyance fees; trustees' fees; forwarding fees; or prepayment charges for any full or partial reconveyance or full or partial release of any mortgage or deed of trust. Pursuant to California Code of Civil Procedure Section 1265.240, no prepayment penalty is required to be paid where property is required for a public use.
7. PERMISSION TO ENTER ON PREMISES. It is mutually understood and agreed by and between the parties hereto that notwithstanding other provisions of this contract the right of possession and use of the subject property by the Buyer, including the right to remove and dispose of improvements shall commence upon execution of this Agreement by the Seller, so that the amount shown in paragraph 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
8. LEASES. Seller warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Seller further agrees to hold the Buyer harmless and reimburse the Buyer for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant or grantor for a period exceeding one month.

9. MAINTENANCE. During escrow, Seller will maintain the property in good condition and repair.
10. NOTICES. Any notice, which either party may desire to give to the other party, must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of such party set forth at the end of this Agreement, or such other address as the parties may hereinafter designate by giving notice in the manner provided for herein. Any notice given by mail shall be deemed given forty-eight (48) hours after such notice is deposited in the United States mail, addressed as provided, with postage fully prepaid.
11. WAIVER and RELEASE. Seller hereby waives and releases Buyer from any and all claims for damages, liabilities, losses or injury related to the Property, including, but not limited to, claims arising from Buyer's acquisition of the Property.
12. COST OF SUIT. In the event of any litigation, arbitration, any quasi-judicial, or administrative proceeding between the parties herein to: (1) enforce any provision of this Agreement; (2) enforce any remedy available under default within this Agreement; or (3) seek a declaration of the rights of either party on each party's respective interests in the Property, the prevailing party shall be entitled to recover from the other such attorney's fees and costs as may be reasonably incurred.
13. RIGHT OF ENTRY. Seller hereby grants to Buyer or Buyer's authorized agents permission to enter upon Seller's remaining property to construct any necessary slopes, grades, drainage structures, utility service connections or relocations, and/or driveway conformances.
14. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.
15. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

Dated: 1-11-2011

SELLER

MAILING ADDRESS OF SELLER:

Contractor Equip. Corp.  
Lloyd H. Wells  
17083 Old Coach Road  
Poway, CA 92064

Lloyd H. Wells

PRESIDENT

Dated: \_\_\_\_\_

CITY OF ESCONDIDO  
a municipal corporation

MAILING ADDRESS OF BUYER:

City of Escondido  
201 North Broadway  
Escondido, CA 92025

BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

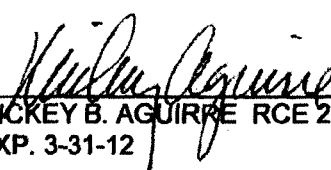
**EXHIBIT "A"**  
**PERMANENT ACQUISITION**  
**APN 228-360-39**

THAT PORTION OF THE NORTHEASTERLY 175.00 FEET OF LOT 8 IN BLOCK 7, RANCHO LOS VALLECITOS DE SAN MARCOS, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

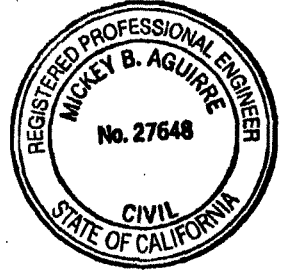
**BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PUBLIC STREET EASEMENT GRANTED TO THE CITY OF ESCONDIDO RECORDED FEBRUARY 18, 1992 AS DOCUMENT NO. 1992-0085872 OF OFFICIAL RECORDS;**

1. THENCE ALONG THE NORTHERLY LINE OF LAND PER DEED RECORDED JULY 13, 1987 AS DOCUMENT NO. 87-391786 OF OFFICIAL RECORDS NORTH 81°35'07" EAST 2.96 FEET;
2. THENCE LEAVING SAID NORTHERLY LINE SOUTH 27°39'01" WEST 32.30 FEET TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 175 FEET OF SAID LOT 8;
3. THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 62°23'17" WEST 2.39 FEET TO THE SOUTHEASTERLY LINE OF SAID PUBLIC STREET EASEMENT;
4. THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 27°39'13" EAST 30.56 FEET TO THE POINT OF BEGINNING.

AREA = 75 SQUARE FEET, MORE OR LESS.

  
\_\_\_\_\_  
MICKEY B. AGUIRRE RCE 27648  
EXP. 3-31-12

6-11-10



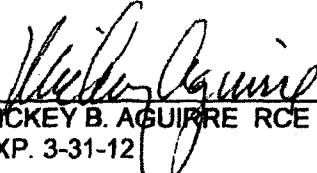
**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
APN 228-360-39

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**BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PUBLIC STREET EASEMENT GRANTED TO THE CITY OF ESCONDIDO RECORDED FEBRUARY 18, 1992 AS DOCUMENT NO. 1992-0085872 OF OFFICIAL RECORDS; THENCE ALONG THE NORTHERLY LINE OF LAND PER DEED RECORDED JULY 13, 1987 AS DOCUMENT NO. 87-391786 OF OFFICIAL RECORDS NORTH 81°35'07" EAST 2.96 FEET TO THE TRUE POINT OF BEGINNING;**

1. THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 81°35'07" EAST 21.80 FEET TO AN ANGLE POINT THEREIN;
2. THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 72°13'54" EAST 31.49 FEET;
3. THENCE LEAVING SAID NORTHERLY LINE SOUTH 17°40'34" WEST 5.00 FEET;
4. THENCE NORTH 72°13'54" WEST 30.67 FEET;
5. THENCE SOUTH 80°57'55" WEST 14.66 FEET;
6. THENCE SOUTH 27°39'01" WEST 31.59 FEET TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 175 FEET OF SAID LOT 8;
7. THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 62°23'17" WEST 7.54 FEET;
8. THENCE LEAVING SAID SOUTHERLY LINE NORTH 27°39'01" EAST 32.30 FEET TO THE TRUE POINT OF BEGINNING.

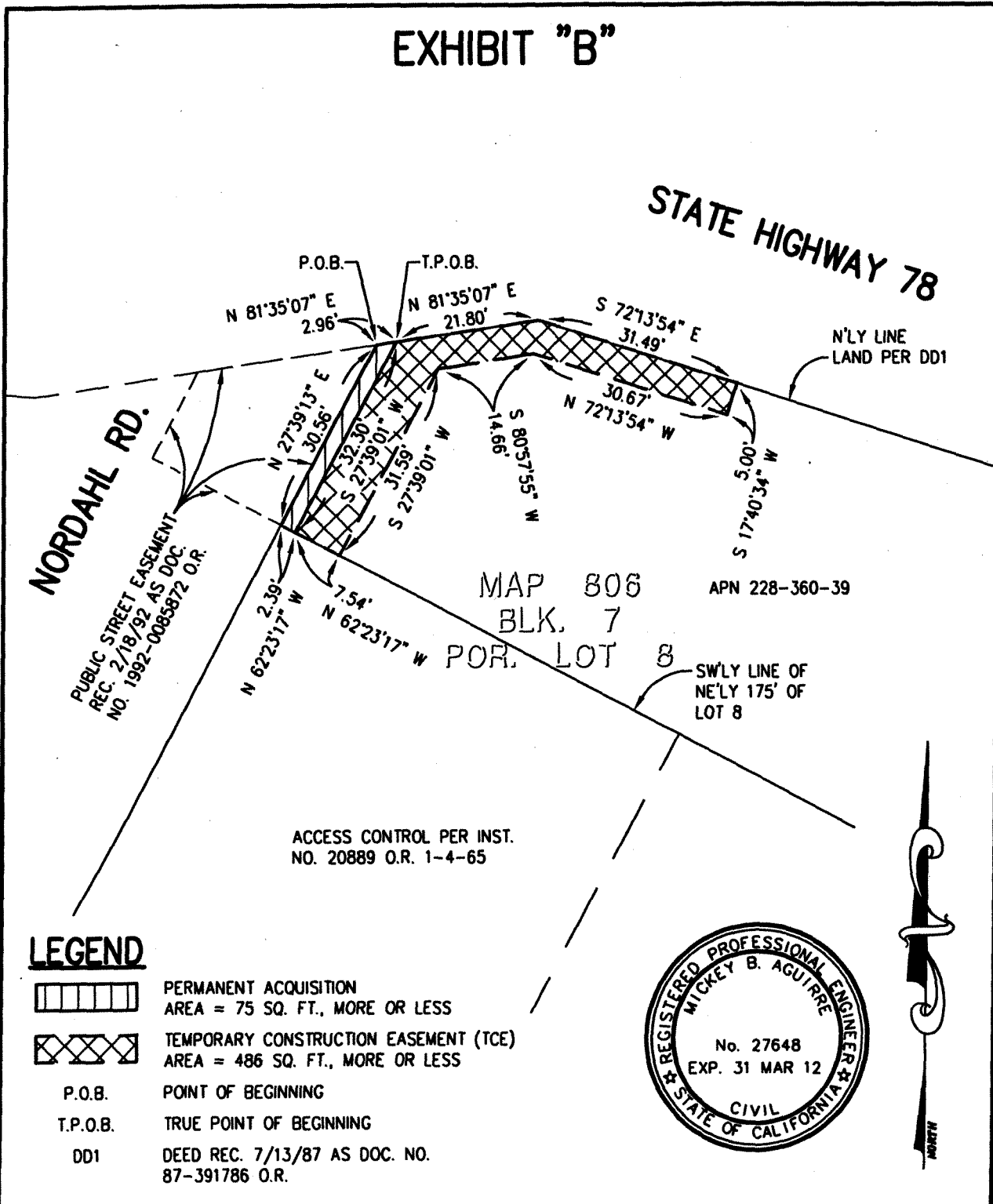
AREA = 486 SQUARE FEET, MORE OR LESS.

  
\_\_\_\_\_  
MICKEY B. AGUIRRE RCE 27648  
EXP. 3-31-12

6-11-10



# EXHIBIT "B"



REVISED BY	KA	DATE	6-15-10	<b>CITY OF ESCONDIDO</b>	SCALE	1" = 20'
APPROVED BY		DATE			REF.	
CHECKED BY	MA	DATE	6-10-10		TRACING NO.	
DRAWN BY	KA	DATE	6-10-10			
EXHIBIT "B" PERMANENT ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT APN 228-360-39						

**PROJECT:** Nordahl Bridge Replacement Project.  
**A.P.N.:** 226-112-31  
**ADDRESS:** 2126 Mission Road  
**OWNER:** RICHARD T. SOKOL, VINCENT N. &  
PATRICIA A. POMPO

**AGREEMENT FOR RIGHT TO USE OF REAL PROPERTY**

THIS AGREEMENT is entered into this 2 day of Feb-2 Richard Sokol by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter called "CITY"), and the undersigned owner (hereinafter called "Owner"), for the right to use, by CITY, certain real property as hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO CONVEY EASEMENT. Owner agrees to convey to CITY and CITY agrees to acquire from Owner, a Temporary Construction Easement (TCE), upon the terms and for the consideration set forth in this Agreement, for rights to use all that certain real property (hereinafter called "Property") situated in the City of Escondido, County of San Diego, State of California, and legally described on Exhibit "A" attached hereto and by reference made a part hereof, for the purpose of completing the Nordahl Bridge Replacement Project (the "Project").

2. EASEMENT COMPENSATION.

- a. The total compensation for TCE use, payable in cash, shall be TWO THOSAND AND EIGHT HUNDRED DOLLARS (\$2,800).
- b. Owner agrees that the sum of \$2,800 is just compensation for: 1) CITY's use of the TCE on the Property, and 2) each of the items listed below in 2.b. (i). Owner further agrees that the compensation includes the following amounts:

(i) Land	\$0
Temporary Construction Easement	\$2,300
Landscaping and Site Improvements	\$0
Severance Damages	\$0
Misc. Cost	\$500

3. PERMISSION TO ENTER ON PREMISES. It is mutually understood and agreed by and between the parties hereto, that notwithstanding other provisions of this contract, the right

of possession and use of the subject Property by the CITY shall continue for eighteen (18) months after CITY provides Owner with a 30 day notice of the start of construction or until the filing of a Notice of Completion by the City Engineer for the Project, whichever date or event first occurs, so that the amount shown in Paragraph 2 herein includes, but is not limited to, full payment for such possession and use of the Property.

4. MAINTENANCE. CITY shall, upon termination of the TCE , to the best of its ability, return Owner's property to a condition as good or better than that which existed prior to CITY's use.
5. NOTICES. Any notice, which either party may desire to give to the other party, must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of such party set forth at the end of this Agreement, or such other address as the parties may hereinafter designate by giving notice in the manner provided for herein. Any notice given by mail shall be deemed given forty-eight (48) hours after such notice is deposited in the United States mail, addressed as provided, with postage fully prepaid.
6. COST OF SUIT. In the event of any litigation, arbitration, any quasi-judicial, or administrative proceeding between the parties herein to: (1) enforce any provision of this Agreement; (2) enforce any remedy available under default within this Agreement; or (3) seek a declaration of the rights of either party on each party's respective interests in the Property, the prevailing party shall be entitled to recover from the other such attorney's fees and costs as may be reasonably incurred.
7. RIGHT OF ENTRY. CITY shall install temporary fencing with barbed wire top at Owners northern property line. CITY shall replace existing pole mounted barb wire barricade adjacent to the fence upon completion of the Project or expiration of the permit, whichever date or event first occurs. Owner hereby grants to CITY, or CITY's authorized agents, permission to enter upon Owner's remaining property to construct any necessary slopes, grades, drainage structures, utility service connections or relocations.
8. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.



9. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

Dated: Feb 2 - 2011

OWNER

MAILING ADDRESS OF OWNER:

Richard T. Sokol, Vincent N &  
Patricia A. Pompo  
1025 Guildford Court  
Encinitas, CA 92024

Richard T. Sokol  
Richard T. Sokol

Vincent N. Pompo

Patricia A. Pompo

CITY

Dated: \_\_\_\_\_

CITY OF ESCONDIDO  
a municipal corporation

MAILING ADDRESS OF CITY:

City of Escondido  
201 North Broadway  
Escondido, CA 92025

BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
Jeffrey R. Epp, City Attorney  
By: \_\_\_\_\_

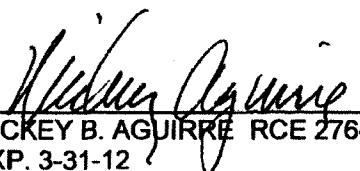
**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**APN 226-112-31**

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 1074, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 1, 1972 AS INSTRUMENT NO. 293083 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2;**

1. THENCE ALONG THE NORTHEASTERLY LINE THEREOF SOUTH 57°02'12" EAST 69.43 FEET TO AN ANGLE POINT THEREIN;
2. THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTH 47°10'54" EAST 39.94 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2;
3. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 36°40'36" WEST 5.03 FEET;
4. THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 47°10'54" WEST 40.05 FEET;
5. THENCE NORTH 57°02'12" WEST 69.32 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 2;
6. THENCE ALONG SAID NORTHWESTERLY LINE NORTH 36°40'36" EAST 5.01 FEET TO THE POINT OF BEGINNING.

AREA = 547 SQUARE FEET, MORE OR LESS.

  
MICKEY B. AGUIRRE RCE 27648  
EXP. 3-31-12

6-10-10



**PROJECT:** Nordahl Bridge Replacement Project.  
**A.P.N.:** 226-112-31  
**ADDRESS:** 2126 Mission Road  
**OWNER:** RICHARD T. SOKOL, VINCENT N. &  
PATRICIA A. POMPO

**AGREEMENT FOR RIGHT TO USE OF REAL PROPERTY**

THIS AGREEMENT is entered into this 3<sup>rd</sup> day of February-11 by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter called "CITY"), and the undersigned owner (hereinafter called "Owner"), for the right to use, by CITY, certain real property as hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO CONVEY EASEMENT. Owner agrees to convey to CITY and CITY agrees to acquire from Owner, a Temporary Construction Easement (TCE), upon the terms and for the consideration set forth in this Agreement, for rights to use all that certain real property (hereinafter called "Property") situated in the City of Escondido, County of San Diego, State of California, and legally described on Exhibit "A" attached hereto and by reference made a part hereof, for the purpose of completing the Nordahl Bridge Replacement Project (the "Project").

2. EASEMENT COMPENSATION.

- a. The total compensation for TCE use, payable in cash, shall be TWO THOSAND AND EIGHT HUNDRED DOLLARS (\$2,800).
- b. Owner agrees that the sum of \$2,800 is just compensation for: 1) CITY's use of the TCE on the Property, and 2) each of the items listed below in 2.b. (i). Owner further agrees that the compensation includes the following amounts:

(i) Land	\$0
Temporary Construction Easement	\$2,300
Landscaping and Site Improvements	\$0
Severance Damages	\$0
Misc. Cost	\$500

3. PERMISSION TO ENTER ON PREMISES. It is mutually understood and agreed by and between the parties hereto, that notwithstanding other provisions of this contract, the right

of possession and use of the subject Property by the CITY shall continue for eighteen (18) months after CITY provides Owner with a 30 day notice of the start of construction or until the filing of a Notice of Completion by the City Engineer for the Project, whichever date or event first occurs, so that the amount shown in Paragraph 2 herein includes, but is not limited to, full payment for such possession and use of the Property.

4. MAINTENANCE. CITY shall, upon termination of the TCE , to the best of its ability, return Owner's property to a condition as good or better than that which existed prior to CITY's use.
5. NOTICES. Any notice, which either party may desire to give to the other party, must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of such party set forth at the end of this Agreement, or such other address as the parties may hereinafter designate by giving notice in the manner provided for herein. Any notice given by mail shall be deemed given forty-eight (48) hours after such notice is deposited in the United States mail, addressed as provided, with postage fully prepaid.
6. COST OF SUIT. In the event of any litigation, arbitration, any quasi-judicial, or administrative proceeding between the parties herein to: (1) enforce any provision of this Agreement; (2) enforce any remedy available under default within this Agreement; or (3) seek a declaration of the rights of either party on each party's respective interests in the Property, the prevailing party shall be entitled to recover from the other such attorney's fees and costs as may be reasonably incurred.
7. RIGHT OF ENTRY. CITY shall install temporary fencing with barbed wire top at Owners northern property line. CITY shall replace existing pole mounted barb wire barricade adjacent to the fence upon completion of the Project or expiration of the permit, whichever date or event first occurs. Owner hereby grants to CITY, or CITY's authorized agents, permission to enter upon Owner's remaining property to construct any necessary slopes, grades, drainage structures, utility service connections or relocations.
8. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

9. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

Dated: February 3<sup>rd</sup> 2011 OWNER

MAILING ADDRESS OF OWNER:

Richard T. Sokol, Vincent N &  
Patricia A. Pompo  
1025 Guildford Court  
Encinitas, CA 92024

Richard T. Sokol

Vincent N. Pompo  
Vincent N. Pompo

Patricia A. Pompo  
Patricia A. Pompo

CITY

Dated: \_\_\_\_\_

CITY OF ESCONDIDO  
a municipal corporation

MAILING ADDRESS OF CITY:

City of Escondido  
201 North Broadway  
Escondido, CA 92025

BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
Jeffrey R. Epp, City Attorney  
By: \_\_\_\_\_

**ACKNOWLEDGMENT**


State of California  
County of SAN DIEGO)

On FEBRUARY 3, 2011 before me, SCOTT LEACH NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared VINCENT M. POMPO AND PATRICIA A. POMPO,  
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  (Seal)



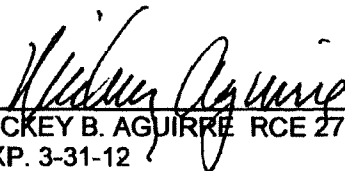
**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**APN 226-112-31**

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 1074, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 1, 1972 AS INSTRUMENT NO. 293083 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2;**

1. THENCE ALONG THE NORTHEASTERLY LINE THEREOF SOUTH 57°02'12" EAST 69.43 FEET TO AN ANGLE POINT THEREIN;
2. THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTH 47°10'54" EAST 39.94 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2;
3. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 36°40'36" WEST 5.03 FEET;
4. THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 47°10'54" WEST 40.05 FEET;
5. THENCE NORTH 57°02'12" WEST 69.32 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 2;
6. THENCE ALONG SAID NORTHWESTERLY LINE NORTH 36°40'36" EAST 5.01 FEET TO THE **POINT OF BEGINNING.**

AREA = 547 SQUARE FEET, MORE OR LESS.

  
MICKEY B. AGUIRRE RCE 27648  
EXP. 3-31-12

6-10-10



**PROJECT:** Nordahl Bridge Replacement Project.  
**A.P.N.:** 228-360-38  
**ADDRESS:** 2838 Auto Park Way  
**OWNER:** ROBERT S. & PAMELA A. BILLS.

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY**

THIS AGREEMENT is entered into this 20th day of January, 2011 by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter called "Buyer"), and the undersigned owner (hereinafter called "Seller"), for the acquisition and temporary use, by Buyer, of certain real property as hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, all that certain real property (hereinafter called "Property") situated in the City of Escondido, County of San Diego, State of California, and legally described on Exhibit "A" attached hereto and by reference made a part hereof.
  
2. **PURCHASE PRICE.**
  - a. The total purchase price payable in cash shall be SIX THOUSAND ONE HUNDRED DOLLARS (\$6,100).
  
  - b. Seller agrees that the sum of \$6,100 is just compensation for: 1) acquisition of the Property referenced as Land below, and 2) each of the items listed below in 2.b. (i). Seller further agrees that the purchase price includes the following amounts:

(i) Land	\$225
Temporary Construction Easement	\$5,340
Landscaping and Site Improvements	\$0
Severance Damages	\$0
Miscellaneous fees	\$500
  
  - c. The parties shall agree upon a date for payment of the purchase price by Buyer and concurrent delivery of an executed Grant Deed and Temporary Construction Easement by Seller, which shall occur within sixty (60) days of the execution of this agreement by Buyer and Seller.



3. **CONVEYANCE OF TITLE.** Seller agrees to convey by Grant Deed to Buyer marketable fee title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, covenants, conditions, restrictions, and taxes, EXCEPT:
- a. Taxes as per Section 4986 of the Revenue and Taxation Code.
  - b. Public and quasi-public utility, alley and street easements and rights-of-way record.
  - c. All items listed on Schedule B of the Preliminary Title Report No. 930020311-U5078002589, dated May 26, 2010 and issued by Chicago Title Company.

Seller shall execute a Temporary Construction Easement to convey a temporary right to use the property described on Exhibit "A" TEMPORARY CONSTRUCTION EASEMENT

4. **TITLE INSURANCE POLICY.** Buyer, at Buyers sole option and cost, may obtain a CLTA Standard Coverage Policy of Title Insurance in the amount of \$5,600 issued by Chicago Title Company showing title to Property vested in Buyer subject only to the exceptions set forth in paragraph 3 and the printed exceptions and stipulations in said policy.
5. **CHARGES AND COSTS.** Buyer shall pay: recording fees incurred in this transaction; Buyer's title insurance premium charge, if any; and documentary stamp tax, if required. Said recording charges shall not include: reconveyance fees; trustees' fees; forwarding fees; or prepayment charges for any full or partial reconveyance or full or partial release of any mortgage or deed of trust. Pursuant to California Code of Civil Procedure Section 1265.240, no prepayment penalty is required to be paid where property is required for a public use.
6. **PERMISSION TO ENTER ON PREMISES.** It is mutually understood and agreed by and between the parties hereto that notwithstanding other provisions of this Agreement, the right of possession and use of the subject property by the Buyer, shall commence upon the payment of just compensation by Buyer to Seller, so that the amount shown in paragraph 2 herein includes, but is not limited to, full payment for such possession and use.
7. **NOTICES.** Any notice, which either party may desire to give to the other party, must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of such party set forth at the end of this Agreement, or such other address as the parties may hereinafter designate by giving notice in the manner provided for herein. Any notice given by mail shall be deemed given forty-eight (48) hours after such notice is deposited in the United States mail, addressed as provided, with postage fully prepaid.
8. **COST OF SUIT.** In the event of any litigation, arbitration, any quasi-judicial, or administrative proceeding between the parties herein to: (1) enforce any provision of this Agreement; (2) enforce any remedy available under default within this Agreement; or (3) seek a declaration of the rights of either party on each party's respective interests in the

Property, the prevailing party shall be entitled to recover from the other such attorney's fees and costs as may be reasonably incurred.

9. **RIGHT OF ENTRY.** Seller hereby grants to Buyer or Buyer's authorized agents permission to enter upon Seller's remaining property to construct any necessary slopes, grades, drainage structures, utility service connections or relocations, and/or driveway conformances. Such entry shall not interfere with or disrupt business operations on the remaining property.
10. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.
11. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

Dated: 1-20-2011

SELLER

MAILING ADDRESS OF SELLER:

Robert S. & Pamela A. Bills.  
P.O. Box 9915  
Rancho Santa Fe, CA 92067

Robert S. Bills  
Pamela A. Bills

Dated: \_\_\_\_\_

CITY OF ESCONDIDO  
a municipal corporation

MAILING ADDRESS OF BUYER:

City of Escondido  
201 North Broadway  
Escondido, CA 92025

BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Jeffrey R. Epp, City Attorney

By: \_\_\_\_\_

**EXHIBIT "A"**  
**PERMANENT ACQUISITION**  
**APN 228-360-38**

THAT PORTION OF LOT 8 IN BLOCK 7 OF THE RANCHO LOS VALLECITOS DE SAN MARCOS, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF THAT CERTAIN PUBLIC STREET EASEMENT GRANTED TO THE CITY OF ESCONDIDO RECORDED NOVEMBER 12, 1991 AS DOCUMENT NO. 1991-0582407 OF OFFICIAL RECORDS;

1. THENCE ALONG THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 175 FEET OF SAID LOT 8 SOUTH 62°23'17" EAST 2.39 FEET;
2. THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 27°39'01" WEST 2.22 FEET;
3. THENCE NORTH 62°20'59" WEST 2.39 FEET TO THE SOUTHEASTERLY LINE OF SAID PUBLIC STREET EASEMENT;
4. THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 27°39'13" EAST 2.22 FEET TO THE POINT OF BEGINNING.

AREA = 5 SQUARE FEET, MORE OR LESS.

*Mickey B. Aguirre* 6-11-10  
 \_\_\_\_\_  
 MICKEY B. AGUIRRE RCE 27648  
 EXP. 3-31-12



Resolution No. 2011-22

EXHIBIT 3

Page 5 of 6

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
APN 228-360-38

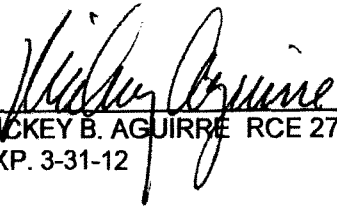
THAT PORTION OF LOT 8 IN BLOCK 7 OF THE RANCHO LOS VALLECITOS DE SAN MARCOS, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF THAT CERTAIN PUBLIC STREET EASEMENT GRANTED TO THE CITY OF ESCONDIDO RECORDED NOVEMBER 12, 1991 AS DOCUMENT NO. 1991-0582407 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 175 FEET OF SAID LOT 8 SOUTH 62°23'17" EAST 2.39 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 62°23'17" EAST 7.54 FEET;
2. THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 27°39'01" WEST 12.90 FEET TO THE BEGINNING OF A NON-TANGENT 15.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 11°17'34" WEST;
3. THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°31'06" A DISTANCE OF 12.70 FEET;
4. THENCE SOUTH 30°11'20" WEST 43.79 FEET TO THE BEGINNING OF A TANGENT 571.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
5. THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°44'46" A DISTANCE OF 87.16 FEET;
6. THENCE SOUTH 38°56'06" WEST 16.65 FEET;
7. THENCE SOUTH 51°03'54" EAST 7.00 FEET;
8. THENCE SOUTH 38°56'06" WEST 22.44 FEET;
9. THENCE NORTH 51°05'25" WEST 10.00 FEET TO THE SOUTHEASTERLY LINE OF SAID PUBLIC STREET EASEMENT;
10. THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 38°56'06" EAST 39.10 FEET TO THE BEGINNING OF A TANGENT 568.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
11. THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°16'53" A DISTANCE OF 111.84 FEET;
12. THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 27°39'13" EAST 40.17 FEET;
13. THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 62°20'59" EAST 2.39 FEET;
14. THENCE NORTH 27°39'01" EAST 2.22 FEET TO THE **TRUE POINT OF BEGINNING**.

# EXHIBIT A

AREA = 879 SQUARE FEET, MORE OR LESS.

  
\_\_\_\_\_  
MICKEY B. AGUIRRE RCE 27648  
EXP. 3-31-12

6-11-10



Resolution No. 2011-22  
EXHIBIT 3  
Page 6 of 6

## CITY COUNCIL

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.: 15.**  
**Date: February 16, 2011**

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Mari J Hill, Deputy Fire Marshal  
**SUBJECT:** Adoption of the 2010 California Fire Code (CFC) and Local Amendments

RECOMMENDATION:

It is requested that Council conduct a public hearing and adopt Ordinance No. 2011-03(RR).

FISCAL ANALYSIS:

No fiscal impact.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Public Safety and the desire to create a disaster-resistant community.

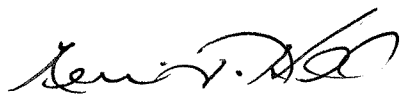
PREVIOUS ACTION:

On January 26, 2011, Council Introduced Ordinance No. 2011-03(R) and set February 16, 2011, as a public hearing date.

BACKGROUND:

The staff report from the City Council meeting held on January 26, 2011, is provided as background. The new Fire Codes, 2010 California Fire Code (see attachment), and the Escondido City Fire Code amendments, will become effective after the adoption of Ordinance No. 2011-03(RR) by Council.

Respectfully submitted,



Mari J. Hill  
Deputy Fire Marshal

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_

File No. 0680-52

Ord No. 2011-03R-Intro

**Agenda Item No.:** 4  
**Date:** January 26, 2011

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Mari Hill, Deputy Fire Marshal  
**SUBJECT:** Adoption of the 2010 California Fire Code and Local Amendments

**RECOMMENDATION:**

It is requested that Council adopt Ordinance No. 2011-03, which modifies the City of Escondido Municipal Code to reflect the 2010 California Fire Code and proposed local amendments that increase consistency with the San Diego County Fire Code. It is also requested that Council set February 16, 2011, for the Public Hearing date to review and approve the findings for the local amendments and proposed adoption of Ordinance No. 2011-03.

**FISCAL ANALYSIS:**

No Impact.

**CORRELATION TO THE CITY COUNCIL ACTION PLAN:**

These items relate to the Council's Action Plan regarding Public Safety and the desire to create a disaster resistant community.

**PREVIOUS ACTION:**

Approximately every three years the City of Escondido adopts new state and local Fire Codes. The last Fire Code adoption was in January 2007.

**BACKGROUND:**

In January 2010 the California Building Standards Commission (CBSC) adopted the model codes from the International Code Council as the basis for the California Building Standards Code. As part of the adoption process various State agencies proposed amendments that were incorporated into the code. Once the CBSC adopts the codes with approved amendments they become effective as the State Codes. For this code cycle the effective date for local enforcement will be January 1, 2011. The International Code is the base document from which the California Fire Code is derived. Many of the local fire marshals worked together to develop a comprehensive but similar list of local amendments.

The attached ordinance modifies the City of Escondido Municipal Code (EMC) to reflect the proposed California Fire Code and proposed local amendments to the code. The new 2010 California Fire Code is based on the 2009 International Fire Code.

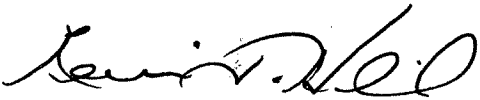
2010 California Fire Code

The adopting Ordinance No. 2011-03 modifies the City of Escondido Municipal Code to reflect the 2010 California Fire Code and proposed local amendments that increase consistency with the San Diego County Fire Code. The amendments to the 2010 CFC are minimal and noted below:

- California State guidelines become standards for photovoltaic solar system installation.
- California State code changes to the fire sprinkler requirements for one and two family dwellings.
- Adopts Chapter 49 of the CFC to replace the 2007 Wildland Urban Interface Code.

State of California Health and Safety Code Section 17958.7 allows local amendments to the California Codes when findings can be made for unique climatic, geological or topographical conditions. Those required findings are attached to Ordinance No. 2011-03.

Respectfully submitted,



Mari J. Hill  
Deputy Fire Marshal





# CALIFORNIA 2010 FIRE CODE

## California Code of Regulations Title 24, Part 9

California Building Standards Commission  
Based on the 2009 International Fire Code®

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



Effective Date: January 1, 2011  
(For Errata and Supplements, see History Note Appendix)

## ORDINANCE NO 2011-03(RR)

AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AMENDING CHAPTER 11 OF THE  
ESCONDIDO MUNICIPAL CODE,  
PERTAINING TO THE ADOPTION AND  
AMENDMENT OF THE CALIFORNIA FIRE  
CODE, FOUND AT CALIFORNIA CODE OF  
REGULATIONS TITLE 24, PART 9

WHEREAS, the State of California Building Standards Commission ("CBSC") is charged with the development of uniform codes and regulations for application to the construction of buildings within the state; and

WHEREAS, the CBSC periodically adopts updated uniform codes for application throughout the state, which are applicable even if not adopted by Cities and Counties; and

WHEREAS, Health & Safety Code Section 17958 mandates that the City of Escondido shall adopt ordinances or regulations imposing the same requirements as are contained in the regulations adopted by the State pursuant to Health & Safety Code, Section 17922; and

WHEREAS, the State of California is mandated by Health & Safety Code Section 17922 to impose the same requirements as are contained in the 2010 California Fire Code, hereinafter referred to collectively as the Fire Code; and

WHEREAS, code amendments adopted by the State of California shall take precedence over the 2010 California Fire Code language. The 2010 California Fire Code language shall be used for those code sections not adopted by the State; and

WHEREAS, local amendments adopted by the City of Escondido shall take precedence over the 2010 California Fire Code; and

WHEREAS, California Health and Safety Code Section 17958.7 allows local amendments to the California Building Standards Codes, when such codes are amended and adopted at the local level, and when findings are made for unique climatic, geological or topographical conditions; and

WHEREAS, this Ordinance sets forth those local amendments to the CBSC's uniform codes; and the required Findings, accompanied by a matrix applying each finding to each amendment attached to this Ordinance as Attachment "A" and incorporated by this reference. Also attached to this Ordinance as Attachment "B", and incorporated by this reference, is the City of Escondido Fire Severity Zone map.

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

#### **Division I**

**That Section 11-15 of the Escondido Municipal Code is amended to read as follows:**

#### **Section 11-15: California Fire Code Adopted; copies on file:**

That a certain document, three (3) copies of which are on file in the office of the City Clerk for the City of Escondido, being marked and designated as the 2010 California Fire Code, including the Appendix to Chapter 4, Appendix B, BB, H & I as published by the International Code Council, and the National Fire Protection Association Standards 13, 13-R & 13-D, 2010 Editions, be and is hereby adopted as the Fire Code of the City of Escondido, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises, erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, equipment use, and maintenance of buildings and structures, and applies to all Fire & Life Safety recommendations regarding all ministerial and discretionary planning applications, including that providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City Clerk of the City of Escondido are hereby referred to, adopted, and made a part

hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Division 2 of this ordinance.

1. The City adopts the Fire Code Portion of the California Building Standards Code, found at California Code of Regulations, Title 24, Part 9, (known as the 2010 California Fire Code), which adopts by reference or amends a large portion of the 2009 International Fire Code, published by the International Code Council. The 2010 California Fire Code together with the City of Escondido amendments shall be the City's Fire Code for the purpose of prescribing regulations for the construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment use, height, area, and maintenance of buildings and structures.
2. Where there is an applicable California Fire Code section, it must prevail over similar 2009 International Fire Code language. Where there is a 2009 International Fire Code section which has not been adopted and made mandatory by the State of California, but for which the state allows cities to adopt such sections, such sections are adopted. In addition, the City adopts amendments to applicable California Fire Code and International Fire Code Sections, which are noted in this chapter. The City adopts these amendments, with appropriate findings as required by California Health and Safety Code Section 17958.7, and they shall take precedence over both the 2009 International Fire Code and 2010 California Fire Code provisions.

### **Division II**

**That Section 11-16 of the Escondido Municipal code is amended to read as follows:**

**Chapter 1 - Administration:** is hereby added **(A)**, revised **(R)** or deleted **(D)** to the Building / Fire Code portion of the California Building Standards Code to read as follows:

**(R) Section 101.5 - Validity:** The City Council of the City of Escondido hereby declares that should any Section, paragraph, sentence or word of this ordinance or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the City Council of the City of Escondido that it would have passed all other portions of this ordinance independently of the elimination here from of any such portion as may be declared invalid.

**(A) Section 102.13 - Repeal of Conflicting Ordinances, Resolutions or Motions:** All former ordinances, resolutions or motions, or parts thereof, conflicting or inconsistent with the provisions of this Ordinance or of the Code or standards hereby adopted are hereby repealed.

**(A) Section 104.12 - Cost Recovery**

**(A) Section 104.12.1 - Purpose:** The purpose of this Section is to establish authority to obtain reimbursement from responsible individuals for the expenses of any emergency response and/or enforcement action by the City of Escondido to protect the public from fire or hazardous substances and situations.

**(A) Section 104.12.2 - Reimbursement**

(a) In accordance with the Health and Safety Code Section 13000 et seq., an individual who acts negligently or in violation of the law and thereby requires the jurisdiction to provide an emergency response to a danger posed by a fire or hazardous substance shall be liable for reimbursement to the agency for the costs incurred.

(b) In accordance with Government Code Sections 53150 through 53158, any individual who is under the influence of an alcoholic beverage or any drug or the combined influence of an alcoholic beverage or any drug, and whose negligent operation of a motor vehicle, boat or vessel or civil aircraft caused by that influence proximately causes any incident and thereby requires the agency to provide an emergency response shall reimburse the agency for the cost incurred.

**(A) Section 105.3.9 - Expense Recovery:** The fire code official may impose a fee for recovery of expenses incurred to enforce the fire prevention provisions of this code.

**(R) Section 105.6 - Required Operational Permits:** The fire code official is authorized to issue operational permits for the operations set forth in Section 105.6.1 through 105.5.49

**(A) Section 105.6.48 - Christmas Tree Lots:** To operate a Christmas tree lot with or without flame proofing services.

**(A) Section 105.6.49 - Greenwaste Recycling, Mulching, Composting Operations and Storage:** Permit is required per Section 1901.2 of Chapter 19

**(R) Section 108.1 - Appeals procedure for the City of Escondido:** This Section establishes appeal procedures from a fire code official's order, decision or determination.

**(A) Section 108.1.1 - Appeals:** Appeals shall follow Section 11-19 of the Escondido Municipal Code

**(R) Section 109.3 - Violation Penalties:** Any person who shall violate any of the provisions of this code, or standards hereby adopted, or fail to comply therewith, or who shall violate or fail to comply with any order made there under, or who shall build in violation of any detailed statement or specification or plans submitted and approved there under, or any certificate or permit issued there under, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the attorney for the City of Escondido or by a court of competent jurisdiction within the time fixed herein, shall severally for each and every violation and noncompliance respectively, be guilty of an infraction or misdemeanor, punishable by a fine not exceeding \$1000.00 dollars or by imprisonment in County Jail not exceeding six (6) months, or both. The imposition of one penalty of any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten day period that prohibited conditions are maintained shall constitute a separate offense.

The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

**(R) Section 111.4 - Failure to Comply:** Any person, who shall continue any work having been served with a stop work order, except such work as that the person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$250.00 dollars or more than \$1,000.00 dollars.

**Chapter 2 - Definitions:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(R) Section 202 - General Definitions:**

**(A) Accessory Structure:** A building or structure used to shelter or support any material, equipment, chattel, or occupancy other than a habitable building. (See Structure)

**(A) All-Weather Paved Surface:** is considered as paving, concrete, or as approved by the fire code official.

**(A) Board of Appeals:** Shall mean the Building Advisory & Appeals Board of the City of Escondido.

**(A) Combustible Vegetation:** Is material that in its natural state will readily ignite, burn and transmit fire from the vegetative growth to any structure, this includes ground fuels which are any native or landscape vegetation not considered a tree and generally in contact with the ground.

**(A) Discretionary Project:** A project, which requires the exercise of judgment or deliberation when the public agency or body decides to approve or disapprove a particular activity, as distinguished from

situations where the public agency or body merely has to determine whether there has been conformity with applicable statutes, ordinances, or regulations.

**(A) Fire Authority Having Jurisdiction (FAHJ):** The designated entity providing enforcement of fire regulations as they relate to planning, construction and development. This entity may also provide fire suppression and other emergency services.

**(A) Fire Department:** Is any regularly organized fire department, fire protection district, a legally formed volunteer fire department recorded with the County of San Diego, or Fire Company regularly charged with the responsibility of providing fire protection to the jurisdiction.

**(A) "Fire District":** When used, it shall also mean Water District providing fire protection.

**(A) Fire Hazard:** Is any thing that increases or could create an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or any thing or act which could obstruct, delay, hinder or interfere with the operations of the fire department or egress of occupants in the event of fire.

**(A) Fuel Modification Zone:** Is a strip of land where combustible vegetation has been thinned, modified or both and partially or totally replaced with approved drought-tolerant, fire-resistant, and/or irrigated plants to provide an acceptable level of risk from vegetation fires. Fuel modification reduces radiant and convective heat; thereby reducing the amount of heat exposure on the roadway or structure and providing fire suppression forces a safer area in which to take action.

**(A) Hazardous Fire Area:** Is any geographic area mapped by the State or local jurisdiction as a high or very high fire hazard area, or as set forth by the FAHJ that contains the type and condition of vegetation, topography, weather, and structure density to potentially increase the possibility of vegetation conflagration fires shall be considered a hazardous fire area.

**(A) Heavy Timber Construction:** As described in the California Building Code.

**(A) Ignition-Resistant Material:** Is any product which, when tested in accordance with ASTM E84 for a period of 30 minutes, shall have a flame spread of not over 25 and show no evidence of progressive combustion. In addition, the flame front shall not progress more than 10½ feet (3200 mm) beyond the centerline of the burner at any time during the test.

Materials shall pass the accelerated weathering test and be identified as Exterior type, in accordance with ASTM D 2898 and ASTM D 3201. All materials shall bear identification showing the fire performance rating thereof. That identification shall be issued by ICC--ES or a testing facility recognized by the State Fire Marshal having a service for inspection of materials at the factory.

Fire-Retardant-Treated Wood or noncombustible materials as defined in Section 202 shall satisfy the intent of this Section.

The enforcing agency may use other definitions of ignition-resistant material that reflect wildfire exposure to building materials and/or their materials performance in resisting ignition.

**(A) Mid-Rise Building:** Is any building having four stories or more in height, while being 75 feet (22.860 mm) or less in height and not defined as a high-rise by Section 202 of the California Building Code. Measurement will be from the underside of the roof or floor above the topmost space that can be occupied to the lowest fire apparatus access road level.

A Mid-Rise Building shall meet the requirements of a High-Rise Building except for the following: Secondary Water Supply Sec. 903.3.5.2, Stand-by Power System 604.2.15.

**(A) Non-Combustible Roof Covering:** One of the following must meet the Class "A" roof covering as noted above:

1. Cement shingles or sheets
2. Exposed concrete slab roof
3. Ferrous or copper shingles or sheets
4. Slate shingles
5. Clay or concrete roofing tile
6. Approved roof covering of non-combustible material

**(A) Off-Site Roadway:** A road, street, public highway, or private road used for fire apparatus access from a publicly maintained road to the boundary of the subject property.

**(A) On-site Roadway:** A road, street, public highway, private road or driveway used for fire apparatus access within the boundaries of the subject property or land division.

**(A) Planning Authority Having Jurisdiction (PAHJ):** The identified authority regulating and enforcing planning and/or construction standards.

**(A) "Response Time":** Is the elapsed time from the fire department's receipt of the first alarm to when the first fire unit arrives at the scene.



**(A) Roof Coverings:** Roofs shall comply with the Building Code and have a minimum Class A roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be fire stopped to preclude entry of flames or embers.

**Exception:** On qualified historical buildings, wood roof covering may be repaired or reconstructed as allowed by the State Historical Building Code.

**(A) Structure:** That which is built or constructed; an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some manner.

**(A) Travel Time:** The estimated time it would take for a responding agency to travel from the fire station to the furthest structure in a proposed development project, determined by measuring the safest, most direct, appropriate, and reliable route with consideration given to safe operating speeds for heavy fire apparatus.

**(A) Vegetation Conflagration:** Is an uncontrolled fire spreading through vegetative fuels, and exposing and consuming structures in the advancing path of fire.

**(D) Wildland-Urban Interface Code:** Code regulating and governing the mitigation of hazard to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures and prevention of structure fires from spreading to wildland fuels as adopted by the local FAHJ.

**Chapter 3 - General Precautions Against Fire:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(A) Section 304.1.4 - Outdoor Carnivals and Fairs:** Grounds consisting of a vacant field shall be free of combustible vegetation or mowed to the satisfaction of the FAHJ.

**(Reference) Section 307.5 - Attendance:** Open burning, bonfires, recreational fires, and the use of portable outdoor fireplaces shall be constantly attended by an adult until the fire is extinguished. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

**(D) Section 316.3 - Pitfalls of the California Fire Code:** Is deleted.

**(A) Section 318 – Storage of Firewood:**

**(A) Section 318.1 - General Storage of Firewood:** Firewood shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. When required by the code official, storage of firewood material stored in the defensible space shall be located a minimum of 30 feet from structures and separated from the crown of trees by a minimum of 15 feet (4 572 mm), measured horizontally. Firewood and combustible materials not for consumption on the premises shall be stored so as to not pose a hazard.

**(A) Section 319 - Mid-Rise Buildings:**

**(A) Section 319.1 - General:** All newly constructed mid-rise buildings or any mid-rise building which undergoes a complete renovation that requires the complete vacancy of the building to complete the renovation shall comply with this Section.

**Exceptions:**

1. Buildings use exclusively as an open parking garage.
2. Buildings where all floors above the fourth floor level are used exclusively as an open parking garage.
3. Buildings such as a power plant, lookout tower, steeple, grain house, and other similar structures with non-continuous human occupancy.

**(A) Section 319.1.1 - Automatic Fire Sprinkler Systems and Standpipes:** Mid-rise buildings shall be protected throughout by an automatic fire sprinkler system designed and installed in conformance with the latest edition of NFPA 13 and in accordance with the following:

1. A shut-off valve and a water flow alarm shall be provided for each floor. Each shut-off valve and water flow alarm shall be electronically supervised.
2. Mid-rise buildings shall be provided with a class I standpipe system that is interconnected with the automatic fire sprinkler system. The system shall consist of 2 ½ inch hose valves located in each stair enclosure on every floor level. Two hose outlets shall be located on the roof outside of each stair enclosure which penetrates the roof. The standpipe system shall be designed, installed and tested in accordance with the latest edition of NFPA 14.
3. Fire department standpipe connections and valves serving the floor shall be within the vestibule and located

in a manner so as not to obstruct egress when hose lines are connected and charged.

4. Buildings 3 stories or more shall meet the requirements of a mid-rise building with regard to sprinkler systems. Standpipe systems, vertical or horizontal may be required with regard to access or project design. Variations to the system design will need the approval of the fire code official.

**(A) Section 319.1.2 - Smoke Detection:** Smoke detectors shall be provided in accordance with this Section. Smoke detectors shall be connected to an automatic fire alarm system installed in accordance with the latest edition of NFPA 72. The actuation of any device required by this Section shall operate the emergency voice alarm signaling system and shall place into operation all equipment necessary to prevent the circulation of smoke through air return and exhaust ductwork. Smoke detectors shall be located as follows:

1. In every mechanical equipment, electrical, transformer, telephone equipment, unmanned computer equipment, elevator machinery or similar room and in all elevator lobbies. Elevator lobby detectors shall be connected to an alarm verification zone or be listed as a releasing device.
2. In the main return air and exhaust air plenum of each air conditioning system. Such device shall be located in a serviceable area downstream of the last duct inlet.
3. At each connection to a vertical duct or riser serving two or more stories from a return air duct or plenum of an air conditioning system. In Group R, Division 1 and 2 occupancies, an approved smoke detector is allowed to be used in each return air riser carrying not more than 5,000 cubic feet per minute and not serving more than 10 air inlet openings.
4. For Group R, Division 1 and 2 occupancies, in all corridors serving as a means of egress for an occupant load of 10 or more.

**(A) Section 319.1.3 - Fire Alarm System:** An approved and listed, automatic and manual, fully addressable and electronically-supervised fire alarm system shall be provided in conformance with this code and the California Building Code.

**(A) Section 319.1.3.1 - Emergency Voice Alarm Signaling System:** The operation of any automatic fire detector or water flow device shall automatically sound an alert tone

followed by a pre-recorded voice instruction giving appropriate information and direction on a general or selective basis to the following terminal areas:

1. Elevators
2. Elevator lobbies
3. Corridors
4. Exit stairways
5. Rooms and tenant spaces
6. Dwelling units
7. Hotel guest rooms
8. Areas designated as safe refuge within the building

**(A) Section 319.1.4 - Central Control Station:** A central control station room for fire and life safety department operations shall be provided. The location and accessibility of the central control station room shall be approved by the fire department. The room shall be separated from the remainder of the building by not less than a one-hour, fire-resistive occupancy separation. The room shall be a minimum of 96 square feet with a minimum dimension of 8 feet. It shall contain the following as a minimum:

1. Voice alarm and public address panels
2. Fire department communications panel
3. Fire alarm enunciator panel
4. Elevator enunciator panel (when building exceeds 55 feet in height)
5. Status indicators and controls for air-handling systems (stairwell pressurization)
6. Controls for unlocking stairwell doors
7. Fire pump status indicators (if required)
8. Complete building plans set
9. Elevator control switches for switching of emergency power
10. Work table

**(A) Section 319.1.5 - Annunciation Identification:** Control panels in the central control station shall be permanently identified as to their function. Water flow, automatic fire detection and manually-activated fire alarms, supervisory and trouble signals shall be monitored by an approved UL-listed central monitoring station and annunciated in the central control station by means of an audible and visual indicator. For the purposes of annunciation, zoning shall be in accordance with the following:

1. When the system serves more than one building, each building shall be considered a separate zone.
2. Each floor in a building shall be considered a separate zone.
3. When one or more risers serve the same floor, each riser shall be considered a separate zone.

**(A) Section 319.1.6 - Elevators:** Elevators and elevator lobbies shall comply with Chapter 30 of the California Building Code. At least one elevator cab shall be assigned for fire department use, which shall serve all floors of the building. This cab shall be provided with dimensions adequate to accommodate an ambulance-type stretcher in accordance with Section 3002.4 of the California Building Code.

**(A) Section 319.1.7 - Fire Department Communication System:** An approved two-way fire department communication system designed and installed in accordance with the latest edition of NFPA 72 shall be provided for fire department use per Section 907.2.12.3.

**(A) Section 319.1.8 - Means of Egress:** In addition to the requirements of Chapter 10, egress components of mid-rise buildings shall comply with Sections 319.1.8.1 through 319.1.8.5.

**(A) Section 319.1.8.1 - Extent of Enclosure:** Stairway enclosures shall be continuous and shall fully enclose all portions of the stairway. Exit enclosure shall exit directly to the exterior of the building or include an exit passageway on the ground floor leading to the exterior of the building. Each exit enclosure shall extend completely through the roof and be provided with a door that leads onto the roof.

**(A) Section 319.1.8.2 - Pressurized Enclosures and Stairways:** All required stairways and enclosures in a mid-rise building shall be pressurized as specified in Section 909. Pressurized stairways shall be designed to exhaust smoke manually when needed.

**(A) Section 319.1.8.3 - Vestibules:** Pressurized stairway enclosures serving a mid-rise building shall be provided with a pressurized entrance vestibule on each floor that complies with Section 909.

**(A) Section 319.1.8.4 - Pressure Differences:** The minimum pressure difference within a vestibule shall be in accordance with Section 909.

**(A) Section 319.1.8.5 - Locking of Stairway Doors:** All stairway doors that are locked to prohibit access from the interior of the stairway shall have the capability of being unlocked simultaneously, without unlatching, upon a signal from the fire control room. Upon failure of normal electrical service or activation of any fire alarm, the locking mechanism shall automatically retract to the unlocked position.

A telephone or other two-way communication system connected to an approved emergency service which operates continuously shall be provided at not less than every third floor in each required exit stairway vestibule.

Approved signage shall be provided in each stairwell vestibule stating doors are locked, on each floor in which entry may be made and on each floor in which a telephone is located. Hardware for locking stairway vestibule doors shall be State Fire Marshal listed and approved by the fire code official by permit before installation. Stairway doors located between the vestibules and the stairway shaft shall not be locked.

**Chapter 4 - Emergency Planning and Preparedness:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(R) Section 405.2 - Fire and Evacuation Drill Frequency and Participation:**  
Footnote 'a' to Table 405.2:

- a. The frequency in all school levels shall be allowed to be modified in accordance with Section 408.3.2. Secondary level schools need only conduct evacuation drills twice each school year.

**Chapter 5 - Fire Service Features:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(A) Section 501.3.1 - Fire Apparatus Access Modifications:** Plans for the modification of fire apparatus access roads shall be submitted to the fire department for review and approval prior to construction or modification of any fire apparatus road.

**(R) Section 502 - Definitions:**

**(A) Dead-End Road:** A road that has only one point of vehicular ingress/egress including cul-de-sacs and looped roads.

**(R) Fire Apparatus Access Road:** A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term that includes but is not limited to a fire lane, public street, private street, driveway, and parking lot lane and access roadway.

**(R) Section 503.1 - General:** Fire apparatus access roads, including private residential driveways, shall be required for every building hereafter constructed when any portion of an exterior wall of the first story is located more than 150 feet from the closest point of fire department vehicle access. Fire apparatus access roads, including private residential driveways more than 150 feet in length, shall be provided and maintained in accordance with the provisions of this Section and the most recent Edition, and any amendments thereto, of public and private road standards as adopted by the City of Escondido design standards and standard drawings. When determined by the fire code official, more or less stringent requirements may be required than those provisions set forth in this Section or those stipulated in County standards in order to provide equivalent access.

**(R) Section 503.1.1 - Buildings and Facilities:** Approved fire apparatus access roads shall be provided for every facility, building or portion of building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this Section and shall extend within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

**Exception:** The fire code official is authorized to increase the dimension of 150 feet where:

- (D) 1.** The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
- 2.** Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
- 3.** There are no more than two Group R-3 or Group U occupancies.

See Section 1410.1 for required access during the construction, alteration or demolition of a building.

**(R) Section 503.1.2 - Additional Access / Secondary Access:** The fire code official is authorized to require more than one fire apparatus access

road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

**(A) Section 503.1.2.1 - Dead-End Roads:** The maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road shall not exceed the following cumulative lengths, regardless of the number of parcels served:

<b>Zoning for Parcels Serviced by Dead-End Road(s)</b>	<b>Cumulative Length of Dead-End Road(s)</b>
Parcels zoned for less than 1 acre	800 feet
Parcels zoned for 1 acre to 4.99 acres	1,320 feet
Parcels zoned for 5 acres to 19.99 acres	2,640 feet
Parcels zoned for 20 acres or larger	5,280 feet

These requirements may be modified when in the opinion of the Chief the condition warrants.

All lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its farthest point. Where a dead-end road crosses areas of differing zoned parcel sizes, requiring different length limits, the shortest allowable length shall apply. Where parcels are zoned 5 acres or larger, turnarounds shall be provided at a maximum of 1320 foot intervals. Each dead-end road shall have an approved turnaround constructed at its terminus.

The fire code official may allow a dead-end road to exceed the maximum allowable length pursuant to Section 104.8, provided the fire code official makes expressed findings in writing.

Additional access must be remote from the primary access, and must meet all provisions of this Section.

**(A) Section 503.1.4 - High-Piled Storage:** Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 23.

**(R) Section 503.2 - Specifications:** Fire apparatus access roads shall be installed and arranged in compliance with Sections 503.2.1 through 503.2.7.

**(R) Section 503.2.1 - Dimensions:** Fire apparatus access roads shall have an unobstructed improved width of not less than 24 feet, except for single-family residential driveways. Fire access roads serving no more than two single-family dwellings, shall have a minimum of 20 feet of unobstructed improved width. Any of the following, which have separated lanes of one-way traffic: gated entrances with card readers, guard stations



or center medians, are allowed, provided that each lane is not less than 14 feet wide.

All fire apparatus access roads shall have an unobstructed vertical clearance of not less than 13 feet 6 inches. Vertical clearances or road widths shall be increased when, in the opinion of the fire code official, vertical clearances or road widths are not adequate to provide fire apparatus access.

**Exception:** Upon approval by the Fire code official, vertical clearances or width may be reduced, provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance.

**(A) Section 503.2.1.1 - Road Phasing Policy For Single Family Dwellings on Existing Legal Parcels:** The fire access roadway requirement for widening existing improved fire apparatus roadway shall be per TABLE 503.2.1.1A "Phasing Policy - Fire Apparatus Access" and will extend from the property out to the nearest public road.

**TABLE 503.2.1.1A - PHASING POLICY: Fire Apparatus Access – Single Family Dwellings**

Number of Parcels	Unobstructed Road Width	Roadways Over 600ft Long	Extend to Nearest Public Road
1	16-foot, paved	Turnouts every 400-feet	Yes
2	20-foot, paved	Turn-outs every 400-feet	Yes
3-8	24-foot, paved	Turn-outs every 400-feet	Yes
9 or more	24-foot, paved	Not required	Yes

Auxiliary structures (non-habitable) and residential additions/remodels less than 500 square feet: The access roadway will not be required to be improved if the access roadway has already been improved to a minimum width of 20 feet. If the roadway is not 20 feet, then the roadway shall be widened per TABLE 503.2.1.1A – PHASING POLICY – "Fire Apparatus Access", but not greater than 20 feet. The preceding addition/remodel exception is limited to one permit (addition or remodel) per three-year period from the date of the last permit approval.

**(R) Section 503.2.2 - Authority to Increase Minimums:** The fire code official shall have the authority to require an increase in the minimum access road widths where the fire code official determines the minimum is inadequate for fire or rescue operations.

**(R) Section 503.2.3 - Surface:** Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus not less than 75,000 lbs. (unless authorized by the FAHJ) and shall be provided with an approved paved surface so as to provide all-weather driving capabilities, (A/C) or better.

**(R) Section 503.2.4 - Turning Radius:** The turning radius of a fire apparatus access road shall be a minimum of 28 feet as measured to the inside edge of the improvement width or as approved by the fire code official.

**(R) Section 503.2.5 - Dead Ends:** All dead-end fire access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of emergency apparatus. When deemed necessary, the fire code official may require turn outs on access roads greater than 150 feet. Unless otherwise approved by the fire code official, a cul-de-sac shall be provided in residential areas where the access roadway serves more than (2) structures. The minimum unobstructed paved radius width for a cul-de-sac shall be 36 feet in residential areas with no parking.

**(Reference) Section 503.2.6 - Bridges and Elevated Surfaces:** Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges when required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained when required by the fire code official.

**(A) Section 503.2.6.1 - Bridges With One Traffic Lane:** When allowed by the fire code official, private bridges providing access to not more than two residential dwellings may be allowed with one 12 foot wide travel lane; However, it shall provide for unobstructed visibility from one end to the other and turnouts shall be provided at both ends.

**(R) Section 503.2.7 - Grade:** The gradient for a fire apparatus access roadway shall not exceed 20.0%. Grades exceeding 15.0% (incline or decline) shall not be permitted without mitigation. Minimal mitigation shall be a surface of Portland Cement Concrete (PCC), with a deep broom finish perpendicular to the direction of travel, or equivalent, to enhance traction. The fire code official may require additional mitigation measures where he deems appropriate. The angle of departure and angle of approach of a fire access roadway shall not exceed 7 degrees (12

percent) or as approved by the fire code official. Pavers and “grasscrete” are not allowed unless approved by the fire code official.

**(A) Sec. 503.2.9 - Roadway Turnouts:** Shall be a minimum of 10 feet wide and 30 feet long with a minimum 25 foot taper on each end.

**(R) Section 503.3 - Marking:** When required by the fire code official, approved signs or other approved notices shall be provided and maintained for fire apparatus access roads to identify such roads and prohibit the obstruction thereof or both. Signs or notices shall be maintained in a clean and legible condition at all times and must be replaced or repaired when necessary to provide adequate visibility. The fire code official may require the posting of a fire access roadway where parking has obstructed or could obstruct the required width.

All new public roads, all private roads within major subdivisions, and all private road easements serving two or more parcels shall be named.

**(A) Section 503.3.1 - Fire Lane Designation:** The fire code official may designate existing roadways as fire access roadways consistent with California Vehicle Code Section 22500.1, where he/she determines that such designation is necessary to ensure adequate fire access.

**(Reference) Section 503.4 - Obstruction of Fire Apparatus Access Roads:** Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum road widths and clearances established in Section 503.2.1 shall be maintained at all times.

**(A) Section 503.4.1 - Roadway Design Features:** Roadway design features (speed bumps, speed humps, speed control dips, etc.) which may interfere with emergency apparatus responses shall not be installed on fire access roadways, unless they meet design criteria approved by the fire code official.

**(Reference) Section 503.5 - Required Gates or Barricades:** The fire code official is authorized to require the installation and maintenance of gates or other approved barricades across fire apparatus access roads, trails, or other access-ways, not including public streets, alleys, or highways. Electric gate openers, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

**(R) Section 503.5.1 - Secured Gates and Barricades:** When required, gates and barricades shall be secured as approved by the fire code official. Roads, trails, and other access-ways that have been closed and obstructed in the manner prescribed by section 503.5 shall not be

trespassed on or used unless authorized by the owner and the fire code official.

**(Reference) Section 503.5.2 - Fences and Gates:** School grounds may be fenced and gates therein may be equipped with locks, provided that safe dispersal areas based on 3 square feet (0.28 m<sup>2</sup>) per occupant are located between the school and the fence. Such required safe dispersal areas shall not be located less than 50 feet (15,240 mm) from school buildings.

Every public and private school shall conform with Section 32020 of the Education Code, which states:

The governing board of every public school district, and the governing authority of every private school, which maintains any building used for the instruction or housing of pupils on land entirely enclosed (except for building walls) by fences or walls, shall, through cooperation with the local law enforcement and fire-protection agencies having jurisdiction of the area, make provision for the erection of gates in such fences or walls. The gates shall be of sufficient size to permit the entrance of the ambulances, police equipment and fire-fighting apparatus used by the law enforcement and fire-protection agencies. There shall be no less than one such access gate and there shall be as many such access gates as needed to assure access to all major buildings and ground areas. If such gates are to be equipped with locks, the locking devices shall be designed to permit ready entrance by the use of the chain or bolt cutting devices with which the local law enforcement and fire-protection agencies may be equipped.

**(A) Section 503.6.1 - Security Gates:** No person shall install a security gate or security device across a fire access roadway without the fire code official's approval. All gates providing access from a road to a driveway shall be located a minimum of 30 feet from the nearest edge of the roadway and the driveway width shall be 30 feet wide at the entrance on roadways of 24 feet or less of the traffic lane(s) serving the gate. An automatic gate across a fire access roadway or driveway shall be equipped with an approved emergency key-operated switch overriding all command functions and opening the gate. A gate accessing more than four residences or residential lots or a gate accessing hazardous institutional, educational, or assembly occupancy group structure, shall also be equipped with an approved emergency traffic control activating strobe light sensor or other device approved by the fire code official, which will activate the gate on the approach of emergency apparatus with a battery backup or manual mechanical disconnect in case of power failure. An automatic gate shall meet fire department policies deemed necessary by the fire code official for rapid, reliable access. An automatic gate serving more than one dwelling or residential lot in existence at the time of adoption of this chapter is required to install an approved emergency key operated switch or other mechanism approved by the fire code official, at an approved location, which overrides all command functions and opens the gate. A property owner shall comply with this requirement within 90

days of receiving written notice to comply. Where this section requires an approved key operated switch, it may be dual keyed or equipped with dual switches provided to facilitate access by law enforcement personnel. Electric gate openers, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

**(R) Section 505.1 - Address Numbers:** Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a 1/2" stroke for residential buildings, 6" high with a 1/2" stroke for commercial and multi-residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the fire code official, such as rear access doors, building corners, and entrances to commercial centers. The Fire code official may establish different minimum sizes for numbers for various categories of projects.

**(Reference) Section 505.2 - Street or Road Signs:** Streets and roads shall be identified with approved signs. Temporary signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles. Signs shall be of an approved size, weather resistant and be maintained until replaced by permanent signs.

**(A) Section 505.3 - Easement Address Signs:** All easements which are not named differently from the roadway, from which they originate, shall have an address sign installed and maintained, listing all street numbers occurring on that easement, located where the easement intersects the named roadway. Minimum size of numbers on that sign shall be four inches in height with a minimum stroke of 3/8", and shall contrast with the background.

**(A) Section 505.4 - Map/Directory:** A lighted directory map, meeting current fire department standards, shall be installed at each driveway entrance to multiple unit residential projects and mobile home parks, where the numbers of units in such projects exceed 15.

**(A) Section 505.5 - Response Map Updates:** Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in a format (PDF and/or CAD format as approved by the FAHJ) or compatible with current department mapping services, and shall be charged a reasonable fee for updating all response maps.

**(R) Section 506.1 - Key Boxes:** When access to or within a structure or an area is unduly difficult because of secured openings or where immediate access is

necessary for life saving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an accessible location. The key box shall be a type approved by the fire code official and shall contain keys to gain necessary access as required by the fire code official.

**(A) Section 506.1.2 - Emergency Key Access:** All central station-monitored fire detection systems and fire sprinkler systems shall have an approved emergency key access box on site in an approved location. The owner or occupant shall provide and maintain current keys for the structure(s) for fire department placement in the box and shall notify the fire department in writing when the building is re-keyed. In addition, a key access box shall be located outside the elevator control room and shall contain keys to the elevator control room and firefighter control panel.

**(R) Section 507.2 - Type of Water Supply:** Water supply may consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems, as approved by the fire code official, capable of providing the required fire flow in a reliable manner. In setting the requirements for fire flow, the fire code official may be guided by Section 507.3 and by Appendix B of this Code, or by the standard published by the Insurance Services Office, "Guide for Determination of Required Fire Flow".

**(R) Section 507.2.1 - Private Fire Service Mains:** Private fire service mains and appurtenances shall be installed in accordance with NFPA 24.

**(R) Section 507.2.2 - Water Tanks:** Water tanks for private fire protection, when permitted by the fire code official, shall comply with Table 507.2.2.

**TABLE NO. 507.2.2 - WATER STORAGE TANKS**

<b>Building Square Feet</b>	<b>Gallons Per Minute Water Flow</b>	<b>Capacity Gallons</b>	<b>Duration Minutes</b>
Up to 1,500	250	5,000	20
Over 1,500	250	10,000	40

When exposure distance is one hundred feet (100') or less from adjacent property, or where additional hazards or higher fire flow exists, the required water storage may be modified by the fire code official.

1. Tank bottom elevation shall be equal to or higher than the fire department connection on the premises. Regardless of domestic use, all tanks shall be equipped with a device that will ensure that the tank contains the designated amount of water for fire flow duration as determined by the fire department. Tank size may be increased to serve multiple structures on a single parcel.

2. Supply outlet shall be at least 4 inches in diameter from the base of the tank to the point of outlet at the fire department connection. The fire department connection shall be provided with an approved means of controlling water flow. The fire department connection shall be at least one 4-inch National Standard Thread (male), reduce to one 2 ½ inch National Standard Thread (Male). Additional outlets may be required.
3. Location of fire department outlet to be determined on the plot plan when submitted to the fire department. Consideration will be given to topography, elevations, and distance from structures, driveway access, prevailing winds, etc.
4. The outlet shall be located along an access roadway and shall not be closer than 50 feet or further than 150 feet from the structure.
5. All exposed tank supply pipes shall be of an alloy or other material listed for above ground use. Adequate support shall be provided.
6. Water storage tanks shall be constructed from materials approved by the fire code official and installed per manufacturer recommendations.
7. The fire code official may require any necessary information be submitted on a plot plan for approval.
8. Vessels previously used for products other than water shall not be permitted.
9. The bottom of the water storage tank shall be level with or above the building pad.
10. Maintenance and inspection of water storage tanks shall be done by the property owner to ensure that the vessel and valves are in proper working order at all times.

**(R) Section 507.3 - Fire Flow Requirements:** Fire flows shall be based on Appendix B or the standard published by the Insurance Services Office, "Guide for Determination of Required Fire Flow". Consideration should be given to increasing the gallons per minute to protect structures of extremely large square footage and for such reasons as: poor access roads; grade and canyon rims; hazardous brush; and response times greater than five minutes by a recognized fire department or fire suppression company.

In hazardous fire areas as defined in the 2010 California Fire Code as amended, the main capacity for new subdivisions shall not be less than 2,500 gallons per minute, unless otherwise approved by the fire code official.

If fire flow increases are not feasible, the fire code official may require alternative design standards such as: alternative types of construction providing a higher level of fire resistance; fuelbreak requirements which could include required irrigation; modified access road requirements; specified setback distances for building sites addressing canyon rim developments and hazardous

brush areas; and other requirements authorized by this Code and as specified by the fire code official.

**(R) Section 507.5.1 - Required Installations:** The location, type and number of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public or private street, or on the site of the premises to be protected, or both, as required and approved by the fire code official. Fire hydrants shall be accessible to the fire department apparatus by roads meeting the requirements of Section 503. For fire safety during the construction, alteration or demolition of a building, see Section 1412.1.

**(R) Section 507.5.1.1 - Locations of Fire Hydrants:** Fire hydrants shall be installed as required by the fire code official, using the following criteria and taking into consideration departmental operational needs. Hydrants shall be located at intersections, at the beginning radius of cul-de-sacs and at intervals identified in the following tables and criteria. Hydrants located across heavily traveled roadways shall be not considered as serving the subject property.

**(R) Section 507.5.1.1.1 - Requirements for Single-Family Dwellings:** In projects zoned for single-family dwellings, fire hydrants shall be installed every 500 feet in accordance with City of Escondido design standards and standard drawings.

**(R) Section 507.5.1.1.2 - Requirements for Multi-Family Dwellings:** In multi-family zones and in commercial and industrial zones, fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways.

**Exception:** When improved methods of fire protection are provided, beyond those required by the Code, and accepted by the fire code official, adjusted spacing of fire hydrants from those set forth above may be considered.

**(R) Section 507.5.1.1.3 - Type of Fire Hydrant:** All fire hydrants shall be of bronze construction, including all internal parts except seats. Alternate materials may be used if approved by the fire code official and the local water district having jurisdiction. The stems shall be designed and installed in a manner that will ensure that they will not be projected outward from the main body by internal water pressure due to disassembly. The number and size of fire hydrant outlets shall be as follows:

1. One 4 inch and one 2 ½ inch NST outlet. (4", 2 ½")
2. Two 4 inch and one 2 ½ inch NST outlets. (4", 4", 2 ½")



In some instances the fire code official may require the fire hydrant(s) to have any other combination of 4 inch and 2 ½ inch outlets.

**(R) Section 507.5.1.2 - Waterline Extensions:** The fire code official may require a waterline extension for the purpose of installing a fire hydrant if the water main is 1,500 feet or less from the property line.

**Chapter 6 - Building Services and Systems:** is hereby added **(A)**, revised **(R)**, or deleted **(D)**, to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(A) Section 603.6.6 - Spark Arresters:** All structures having a chimney, flue or stovepipe attached to a fireplace, stove, barbecue or other solid or liquid fuel burning equipment or device shall have the chimney, flue or stovepipe equipped with an approved spark arrester. An approved spark arrester is a device intended to prevent sparks from escaping into the atmosphere, constructed of welded or woven wire mesh, 12 gauge thickness or larger, with openings no greater than ½ inch or other alternative material the FAHJ determines provides equal or better protection.

**(R) Section 603.8.1 - Residential Incinerators:** shall be prohibited.

**(A) Section 605.11 - Solar Photovoltaic Power Systems:** Solar photovoltaic power systems shall be installed in accordance with this code, and Solar Photovoltaic Installation Guideline from the California State Fire Marshal.

**Exception:** Detached Group U non-habitable structures such as parking shade structures, carports, solar trellises and similar type structures are not subject to the requirements of this code.

**(A) Section 605.11.1 - Marking:** Marking is required on all interior and exterior conduit, enclosures, raceways, cable assemblies, junction boxes, combiner boxes and disconnects.

**(A) Section 605.11.1.1 - Materials:** The materials used for marking shall be reflective, weather resistant, and suitable for the environment. Marking as required in Sections 605.11.1.2 through 605.11.1.4 shall have all letters capitalized with a minimum height of 3/8 inch white on red background.

**(A) Section 605.11.1.2 - Marking Content:** The marking shall contain the words: "WARNING: PHOTOVOLTAIC POWER SOURCE".

**(A) Section 605.11.1.3 - Main Service Disconnect:** The marking shall be placed adjacent the main service disconnect in a location clearly visible from the location where the disconnect is operated.

**(A) Section 605.11.1.4 - Location of Marking:** Marking shall be placed on all interior and exterior DC conduit, raceways, enclosures and cable assemblies every 10 feet, within 1 foot of all turns or bends, and within 1 foot above and below all penetrations of roof/ceiling assemblies and all walls and barriers.

**(A) Section 605.11.2 - Locations of DC Conductors:** Conduit, wiring systems, and raceways for photovoltaic circuits shall be located as close as possible to the ridge, hip or valley and from the hip or valley as directly as possible to an outside wall to reduce trip hazards and maximize ventilation opportunities. Conduit runs between sub arrays and to DC combiner boxes shall be installed in a manner that minimizes the total amount of conduit on the roof by taking the shortest path from array to the DC combiner box. The DC combiner boxes shall be located such that conduit runs are minimized in the pathways between arrays. DC wiring shall be installed in metallic conduit or raceways when located within enclosed spaces within a building. Conduit shall run along the bottom of load bearing members.

**(A) Section 605.11.3 - Access and Pathways:** Roof access, pathways and spacing requirements shall be provided in order to ensure access to the roof, provide pathways to specific areas of the roof, provide for smoke ventilation operations, and to provide emergency egress from the roof.

**Exceptions:**

1. Requirements to ridge, hips, and valleys do not apply to roof slopes of two units vertical in twelve units horizontal (2:12) or less.
2. Residential structures shall be designed so that each array is no greater than 150 feet by 150 feet in either axis.

The fire code official may allow modules to be located up to the ridge when an alternative ventilation method acceptable to the fire code official has been provided or where the fire code official has determined vertical ventilation techniques will not be employed.

**(A) Section 605.11.3.1 - Roof Access Points:** Roof access points shall be defined as an area that does not place ground ladders over openings such as windows or doors, and are located at strong points of building construction in locations where the access point

does not conflict with overhead obstructions such as tree limbs, wires, or signs.

**(A) Section 605.11.3.2 - Residential Systems for One and Two Family Residential Dwellings:** Access shall be provided in accordance with Sections 605.11.3.2.1 through 605.11.3.2.4

**(A) Section 605.11.3.2.1 - Residential Buildings with Hip Roof Layouts:** Modules shall be located in a manner that provides a 3 foot wide clear access pathway from the eave to the ridge on each roof slope where modules are located. The access pathway shall be located at a structurally strong location on the building capable of supporting the live load of fire fighters accessing the roof.

**(A) Section 605.11.3.2.2 - Residential Buildings with a Single Ridge:** Modules shall be located in a manner that provides two 3 foot wide access pathways from the eave to the ridge on each roof slope where the modules are located.

**(A) Section 605.11.3.2.3 - Hips and Valleys:** Modules shall be located no closer than 18 inches to a hip or a valley if modules are to be placed on both sides of a hip or valley. If the modules are to be located on only one side of a hip or valley that is of equal length, then the modules shall be permitted to be placed directly adjacent to the hip or valley.

**(A) Section 605.11.3.2.4 - Smoke Ventilation:** Modules shall be located no higher than 3 feet below the ridge in order to allow for fire department smoke ventilation operations.

**(A) Section 605.11.3.3 - All Other Occupancies:** Access shall be provided in accordance with Sections 605.11.3.3.1 through 605.11.3.3.3

**Exception:** Where it is determined by the fire code official that the roof configuration is similar to a one and two family dwelling, the fire code official may approve the residential access and ventilation requirements provided in Sections 605.11.3.2.1 through 605.11.3.2.4.

**(A) Section 605.11.3.3.1 - Access:** There shall be a minimum 6 foot wide clear perimeter around the edges of the roof.

**Exception:** If either axis of the building is 250 feet or less, there shall be a minimum 4 foot wide clear perimeter around the edges of the roof.

**(A) Section 605.11.3.3.2 - Pathways:** The solar photovoltaic installation shall be designed to provide designated pathways. The pathways shall meet the following requirements:

1. Pathways shall be over areas capable of supporting the live load of the firefighters accessing the roof.
2. Center line axis pathways shall be provided in both axis of the roof. Center line axis pathways shall run where the roof structure is capable of supporting the live load of firefighters accessing the roof.
3. Pathways shall be a straight line not less than 4 feet clear to skylight and/or ventilation hatches.
4. Pathways shall be a straight line not less than 4 feet clear to roof standpipes.
5. Pathways shall provide not less than 4 feet clear around the roof access hatch, with at least one not less than 4 feet clear pathway to a parapet or roof edge.

**(A) Section 605.11.3.3.3 - Smoke Ventilation:** The solar photovoltaic installation shall be designed to meet the following requirements:

1. Arrays shall be no greater than 150 feet in distance in either axis in order to create opportunities for smoke ventilation operations.
2. Smoke ventilation options between array Sections shall be one of the following:
  - i. A pathway 8 feet or greater in width.
  - ii. A 4 foot or greater in width pathway and bordering roof skylights or smoke and heat vents.
  - iii. A 4 foot or greater in width pathway and bordering 4 foot by 8 foot venting cutouts every 20 feet on alternating sides of the pathway.

The fire code official may require additional means of ventilating a building including the installation of a manually operated ventilation system.

**(A) Section 605.11.4 - Ground Mounted Photovoltaic Arrays:** Ground mounted photovoltaic array installations shall meet the requirements of Sections 605.11.4.1 through 605.11.4.4

**(A) Section 605.11.4.1 - Fire Apparatus Access Roads:** Fire apparatus access roads to ground mounted photovoltaic arrays, associated equipment structures, and operations/maintenance buildings shall be per Section 503.

**Exception:** Private residential systems where the energy generated is primarily for on site use.

**(A) Section 605.11.4.1.1 - Perimeter Fire Apparatus Access Roadway:** Ground mounted photovoltaic arrays 10 acres and larger in size shall be provided with a fire apparatus access roadway around the perimeter of the project. The perimeter fire apparatus access roadway shall be installed per Section 503.

**(A) Section 605.11.4.2 - Fuel Modification:** Combustible vegetation within the array and to a distance of 30 feet from the array and associated equipment shall be reduced to a height of no more than 6 inches.

**Exception:** Private residential systems where the energy generated is primarily for on site use, the required fuel modification zone may be reduced to 10 feet.

Operation/maintenance buildings shall be provided with a fuel modification zone per Section 4907.2.

**(A) Section 605.11.4.3 - Water Supply:** Water supply for fire protection and suppression shall be provided for equipment, structures, and operations/maintenance buildings per Section 507.

**Exception:** Equipment shelters used solely for the equipment associated with the array when the exterior walls and roof assemblies are constructed with non-combustible materials.

**(A) Section 605.11.4.4 - Identification:** Ground mounted photovoltaic arrays with multiple equipment structures shall be

provided with means of readily identifying each equipment structure. The fire code official may require a lighted directory map of the project to be installed on site near the entrance to the facility for projects 10 or more acres in size.

**Chapter 9 - Fire Sprinklers Systems:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(A) Section 903.1.2 - Life Safety Sprinkler Systems:** Life safety sprinkler systems shall meet National Fire Protection Association Standards 13, 13-D or 13-R, and City of Escondido installation policies as appropriate.

**(R) Section 903.2 - Where required:** Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Section 903.2.1 through 903.2.12 and may be required in additions and remodels of existing structures as described in Section 903.2.1.1 and 903.2.1.12. For the purpose of fire sprinkler systems, buildings separated by less than 10 feet from adjacent buildings shall be considered as one building. Fire barriers, partitions and walls, regardless of rating, shall not be considered as creating separate buildings for purposes of determining fire sprinkler requirements. Mezzanines shall be included in the total square footage calculation.

**(A) Section 903.2.8 - Group R:** An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

**(A) Section 903.2.8.1 - Additions:** An automatic sprinkler system installed in accordance with Section 903.3 may be required to be installed throughout structures when the addition is more than 50% of the existing building or when the altered buildings will exceed a fire flow of 1,500 gallons per minute as calculated per section 507.3. The fire code official may require an automatic sprinkler system be installed in buildings where no water main exists to provide the required fire flow or where a special hazard exists such as: poor access roads, grade and canyon rims, hazardous brush, and response times greater than 5 minutes by fire departments.

**(A) Section 903.2.8.2 - Remodels or Reconstructions:** An automatic sprinkler system installed in accordance with Section 903.3 may be required if the scope of work includes significant modification to the interior or roof of the building, and the cost of installation of an automatic sprinkler system does not exceed 15% of the construction costs of the remodel or require vacancy of the building.

**(A) Section 903.2.19 - Commercial and Group U:** An automatic sprinkler system installed in accordance with section 903.3 shall be required in buildings and structures where the required fire flow exceeds 1,500 gallons per minute as calculated per section 507.3. The fire code official may require an automatic sprinkler system be installed in buildings where no water main exists to provide the required fire flow or where a special hazard exists such as: poor access roads, grade and canyon rims, hazardous brush and response times greater than 5 minutes by a fire department.

**Exception:** Agricultural buildings constructed of wood or metal frames, over which fabric or similar material is stretched, which are specifically used as green houses are exempt from the automatic sprinkler requirements unless physically connected to other structures.

**(R) Section 903.4 Sprinkler System Monitoring and Alarms:** All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressure and water-flow switches on all sprinkler systems shall be electronically supervised by a listed fire alarm control unit.

**Exceptions:**

1. Automatic sprinkler systems with less than 100 fire sprinklers protecting one and two family dwellings.
2. Limited area systems serving fewer than 20 sprinklers.
3. Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the automatic sprinkler system and a separate shutoff valve for the automatic sprinkler system is not provided.
4. Jockey pump control valves are sealed or locked in the open position.
5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.
6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
7. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

**(R) Section 907.2.11.4 - Power source:** In new construction and in newly classified Group R-3.1 occupancies, required smoke alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and

without a disconnecting switch other than those required for overcurrent protection. Smoke alarms may be solely battery operated when installed in existing buildings; or in buildings without commercial power; or in buildings, which undergo alterations, repairs or additions regulated by Section 907.2.11.5.

**(A) Section 907.2.11.5 - Additions, Alterations or Repairs to Group R Occupancies:** When the valuation of an addition, alteration or repair to a Group R occupancy exceeds \$1,000.00 dollars and a permit is required, or when one or more sleeping rooms are added or created in existing Group R occupancies, smoke alarms shall be installed in accordance with Section 907.2.11.

**Chapter 14 - Fire Safety During Construction and Demolition:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(A) Section 1410.1.1 - Construction Standards:** Emergency access roads shall be constructed as nearly as practical to the standards of fire apparatus access roads. However, those requirements may be modified, provided, in the opinion of the fire code official, fire-fighting or rescue operations would not be unduly impaired.

**(A) Section 1418 - Fuel Modification Zone during Construction:**

**(A) Section 1418.1 - Fuel Modification Zone during Construction:** Any person doing construction of any kind which requires a permit under this code or the California Building Code shall install a fuel modification zone prior to allowing any combustible material to arrive on the site and shall maintain the zone during the duration of the project.

**Chapter 19 - Lumber Yards and Woodworking Facilities:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(R) Section 1908 - Storage and Processing of Wood Chips, Hogged Materials, Fines, Compost and Raw Product in Association with Yard Waste and Recycling Facilities:**

**(R) 1908.1 - General:** The storage and processing (mulching, composting) of wood chips, hogged materials, fines, compost and raw product produced from yard waste, debris and recycling facilities shall be in accordance with Section 1908.

**(A) Section. 1908.1.1 - Definitions:** For the purpose of Section 1908, certain words and phrases are defined and certain provisions shall be construed as set forth herein, unless it is apparent from the context that a different meaning is intended.



**(A) Aerated Static Pile:** means a composting process that uses an air distribution system to either blow or draw air through the pile. Little or no pile agitation or turning is performed.

**(A) Chipping and Grinding:** means an activity that mechanically reduces the size of organic matter.

**(A) Composting Operations:** means an operation that is conducted for the purpose of producing compost. Shall be by means of one or a combination of the following processes used to produce a compost product: static pile, windrow pile, or aerated static pile.

**(A) Greenwaste:** includes but is not limited to such organic material as yard trimmings, plant waste, manure, untreated wood wastes, paper products, and natural fiber products.

**(A) Hogged Materials:** means mill waste consisting mainly of hogged bark but may include a mixture of bark, chips, dust, or other by-product from trees and vegetation.

**(A) Mulching:** is the process by which mixed greenwaste is mechanically reduced in size for the purpose of making compost.

**(A) Static Pile:** means a composting process that is similar to the aerated static pile except that the air source may or may not be controlled.

**(A) Windrow Composting Process:** means the process in which compostable material is placed in elongated piles. The piles or windrows are aerated and/or mechanically turned on a periodic basis.

**(A) Wood Chips:** means chips of various species produced or used in chipping and grinding operations.

**(A) Section 1908.1.2 - Permit Required:** A permit shall be obtained from the fire department prior to engaging in the operation and storing of processed wood chips, hogged material, fines, compost and raw product in association with yard waste and similar materials in recycling facilities. (See Division II Chapter 1 Section 105.6.49.1) The permit shall be renewed on an annual basis, or shall be limited to such period of time as designated by the fire code official. Permits shall not be transferable and any change in

use, location, occupancy, operation or ownership shall require a new permit.

**(A) Section 1908.1.3 - Security Bond/Financial Commitment for Cost Recovery:** A security bond or other approved form of financial commitment may be required by the fire code official to be posted, in an amount determined by the fire code official, of not less than \$25,000.00 dollars, nor more than \$100,000.00 dollars, depending on the size of operation. The security bond or financial commitment shall reimburse the fire department for expenses incurred in any emergency response and/or enforcement action by the fire department to protect the public from fire or hazardous substances related to the operation. The security bond/financial commitment shall be returned to the operator in a timely fashion upon satisfactory closure of the operation as determined by the fire code official.

**(A) Section 1908.1.4 - Notification of Fire:** All fires shall be reported to the fire department immediately upon discovery.

**(A) Section 1908.1.5 - Equipment Operator Emergency Callback:** The operator shall implement and maintain a plan for rapid equipment operator response to the site. The maximum response time to the site shall be within one hour of a fire department notification. The following equipment shall be on site and staffed with skilled operators: bulldozer, loaders and heavy duty equipment necessary to mitigate a fire. Notification procedure shall be maintained operational 24 hours a day, seven days a week. Notification may be by pager activation or telephone answering service or other approved means.

**(A) Section 1908.1.6 - Incoming Waste Diversion Plan:** The operator shall develop a diversion plan for incoming greenwaste for implementation in the event of equipment failure or other inability to process and distribute greenwaste. The plan shall prevent stockpiling of waste on the site and unauthorized depositing of waste on or near the site. The operator shall initiate the diversion based on criteria in the Operational and Emergency Plan without further direction from the fire department.

**(A) Section 1908.1.7 - Unprocessable or Non-Greenwaste Material:** All greenwaste that cannot be processed on-site, such as stumps and fibrous plants, shall be immediately removed from the feedstock, stored in roll-off containers or bins and be removed from the facility on a weekly basis. All plastic bags shall be removed prior to shredding material.

**(A) Section. 1908.1.8 - Fire Access Roadway:** A fire access roadway shall be provided to the site and on-site as approved by the fire code official. It shall have a minimum width based upon site material handling equipment and an approved driving surface as approved by the fire code official. In no case shall the fire access roadway be less than 20 feet wide.

**(A) Section 1908.1.9 - Firefighting Water Supplies and Storage:**

**(A) Section 1908.1.9.1 - Public Water Supply:** The operator shall provide and maintain approved fire hydrants and waterline mains as required by the fire code official. Water lines may be approved aboveground lines supplied from a reliable water supply with adequate protection against impact and fire flow reaction. Hydrant spacing shall be at 400-foot intervals along primary fire access roadways. Fire flow at the hydrant(s) shall be least 1000 gallons per minute at 20psi. Duration of the required fireflow shall be as determined by the fire code official.

**(A) Section 1908.1.9.2 - Private Water Supply:** Above ground water storage tanks may be installed when authorized by the fire code official where public water supply is not adequate to meet fire flow requirements. Volume and duration of the required fireflow shall be as determined by the fire code official.

**(A) Section 1908.1.10 - Site Equipment Maintenance & General Safety Rules:** Welding or cutting torch operations shall be conducted a minimum of 30 feet from combustible materials. A fire watch shall be provided to detect fire, and to operate fire-extinguishing equipment throughout the welding or cutting operation and thirty (30) minutes thereafter. Refueling and on-site maintenance shall meet California Fire Code Chapter 22 & 34 - Flammable and Combustible Liquids, and all other applicable fire code requirements.

**(A) Section 1908.1.11 - Site Security:** Pile storage areas shall be surrounded with approved fencing. Fences shall be a minimum of 6 feet in height.

**(A) Section 1908.1.12 - Smoking and Open Burning Prohibited:** The operator shall prohibit smoking and open flame on the operational site, including smoking within vehicles. Approved signs shall be clearly and prominently posted, and shall be enforced by the site operators. No open burning will be allowed on site.

**(R) Section 1908.3 - Size of Piles:** Pile height, width, and length shall be limited to criteria approved by the fire code official, based in part on the site material handling equipment. In no case shall the piles exceed 12 feet in height, 100 feet in width and 200 feet in length.

**(R) Section 1908.5 - Combustible Vegetation Control:** The operator shall clear any combustible material, weeds, brush, trees or other vegetation (including mulch) that is, or could become, dry and could be capable of transmitting fire, from within fifty (50) feet of raw greenwaste and mulch piles. Clearance shall be to bare earth or approved pavement. Individual growing trees within that distance may remain with approval of the fire code official.

**(R) Section 1908.6 - Static Pile Protection:** Interior pile temperatures shall be monitored and recorded on a regular basis per the Operational Plan. Internal pile temperatures must be taken at 2/3 the pile height, 12 to 24 inches from the surface with a probe-type thermometer. Readings shall be made at not greater than 50-foot intervals along the length of the pile.

Temperatures above 158 degrees F are known to adversely affect microbial decomposition and are considered excessive. Infrared thermometers may be used to monitor for hot spots at the surface, but are not a substitute for internal probe measurement and documentation.

Once windrows exceed 170 degrees F, the windrows must be reduced in size, be rotated and be monitored daily until temperatures drop below 158 degrees F. All greenwaste stockpiles shall be re-mixed as necessary to alleviate any fire due to spontaneous combustion or temperatures above 170 degrees.

Wind rows shall be visually inspected on a regular basis. Once fires have been detected in any windrows at a site, this visual inspection shall be a minimum daily requirement. Daily inspections shall continue until the threads of fire no longer exist, and the fire code official approves suspension.

All temperature and pile-handling records shall be kept on file at the site and be made available for inspection by fire department personnel. Data shall include date, time, temperature, specific location and person conducting measurement.

**(R) Section 1908.9 - Material Handling Equipment:** Equipment used on all piles should be of a type that minimizes compaction. All vehicles operating on or around the piles shall have a Class A fire extinguisher of a minimum 2-A rating, in addition to the Class B rating appropriate for the vehicles. Approved material-handling equipment shall be available during fire fighting operations for moving wood chips, hogged material, compost and raw product produced from yard waste and wood fines.

**(R) Section 1908.10.1 - Operational and Emergency Plans:** The following operational and emergency action plans shall be submitted to and be approved by the fire code official prior to initiating operation:

1. Operational Plan at a minimum the Operational Plan must include:
  - a. Site layout, pile dimensions, fire access, water supply, site security.
  - b. Site operations: temperature monitoring, rotation, diversion plan.
2. Emergency Plan at minimum the Emergency Plan must include:
  - a. Operator fire response actions, fire dispersal area, emergency equipment operator callback, initiation of incoming diversion plan.
  - b. All plans shall define the equipment necessary to process and handle the materials.

**(A) Section 1908.11 - General Safety Rules for Site Equipment Maintenance:** Welding or cutting torch operations shall be conducted a minimum of 30 feet from combustible materials. A fire watch shall be provided to detect fire, and to operate fire extinguishing equipment throughout the welding or cutting operation and 30 minutes thereafter. Refueling and on-site maintenance shall meet California Fire Code requirements in Chapters 22 & 34 and all other applicable fire code requirements.

**Chapter 22 - Motor Fuel Dispensing Facilities and Repair Garages:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(R) Section 2201.1 - Scope:** Automotive motor-fuel dispensing facilities, marine motor fuel-dispensing facilities, fleet vehicle motor fuel-dispensing facilities and repair garages shall be in accordance with this chapter and the California Building Code, California Plumbing Code and the California Mechanical Code. These operations shall include both operations that are accessible to the public and private operations. Whenever this chapter imposes a requirement that applies to Class IIIA liquids that same requirement shall also apply to Class III liquids.

**Chapter 23 - High-Piled Combustible Storage:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(D) Table 2306.2 - General Fire Protection and Life Safety Requirement: Exception J** - is deleted from General Fire Protection and Life Safety Requirements.

**Chapter 27 - Hazardous Materials / General Provisions:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(A) Section 2703.4.1 - Material Safety Data Sheets:** Material Safety Data Sheets (MSDS) shall be kept in an approved Knox Box and location, outside of the building which is accessible to fire department personnel in the event of an emergency.

**Chapter 33 - Explosives and Fireworks:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(A) Section 3301.2 - Applicability:** This Section shall apply to the manufacture, possession, storage, sale, transportation and use of explosives and blasting agents, and to any blasting operation unless the blast is determined to be a minor blast, in which case the inspection requirements of this amended article shall not apply. The fire code official shall determine if the blast is minor. Persons conducting major blasting shall comply with all the requirements of this article as amended.

**(A) Section 3301.2.1 - Definitions:** The following words and terms shall, for the purposes of this Section and as used elsewhere in this code, have the meanings shown herein.

**(A) Blaster:** A blaster who has been approved by the fire code official to conduct blasting operations in the City of Escondido and who has been placed on the list of approved blasters. Such listing shall be valid for a period of one (1) year unless revoked by the authority having jurisdiction.

**(A) Blasting Agent:** A material or mixture consisting of a fuel and oxidizer intended for blasting. The finished product as mixed and packaged for use or shipment cannot be detonated by means of a No. 8 test blasting cap when unconfined.

**(A) Blasting Operation:** The uses of an explosive device or explosive material to destroy, modify, obliterate, or remove any obstruction of any kind.

**(A) Blasting Permit:** A permit issued by the fire code official of the fire department serving the jurisdiction, pursuant to Section

105.6.14 of the California Fire Code, and shall apply to a specific site. This permit shall be valid for a period not to exceed one (1) year.

**(A) Blasting Site:** A geographically defined area where blasting may occur. It shall be shown on a project map or plot plan. Major blasting operations shall be conducted only within such defined areas. Distances for inspection and notification purposes shall be measured from all specific blast locations on a project site.

**(A) Explosives Permit:** A permit issued by the Sheriff pursuant to Section 12000, et seq. of the California Health and Safety Code and Chapter 33 of the California Fire Code. An explosives permit shall be valid for a period not to exceed one (1) year, as designated by the Sheriff and may impose conditions on the permittee and his operations up to the point of actual use. In addition to this permit, a blasting permit is also required for the actual act of blasting.

**(A) Inspector:** Means a state certified building inspector, a civil engineer, an architect, or other qualified individual who has been approved by the Fire Chief to conduct pre and post blast inspections in conjunction with blasting operations in the City of Escondido.

**(A) Major Blasting:** A blasting operation not qualifying as minor blasting.

**(A) Minor Blasting:** A blasting operation that meets all of the following criteria:

1. Quantity of rock to be blasted does not exceed one hundred (100) cubic yards per shot
2. Bore hole diameter does not exceed two inches (2")
3. Hole depth does not exceed twelve feet (12')
4. Maximum charge weight does not exceed eight (8) pounds of explosives per delay
5. The initiation of each charge will be separated by at least 10 milliseconds.

The maximum charge weight shall not exceed the Scaled Distance as shown below:

Distance from Blast Site (In Feet)	Scale-Distance (Factor)
0 – 300	Mandatory Seismic Monitoring
301 - 5,000	55
5,000+	65

**(A) Sheriff's Authorized Representative:** The fire code official serving the jurisdiction.

**(A) Section 3301.2.2 - Blasting Permits:**

1. All blasting operations within the City of Escondido are prohibited unless a Certificate of Authorization is first obtained from the Escondido Fire Department.
2. No Blasting Permit shall be granted or obtained unless the following conditions listed below are met to the satisfaction of the Fire Department:
  - a. The blaster shall obtain an explosive permit from the San Diego County Sheriff's Department and copy thereof shall be placed on file with the Escondido Fire Department.
  - b. The blaster shall obtain a business license from and issued by the Business License Division of the City of Escondido and a copy thereof placed on file with the Escondido Fire Department.
  - c. The property owner/developer or general contractor shall obtain liability insurance covering the blaster's activities in the minimum amount of \$1 million for property damage and \$1 million for bodily injury. The property owner/developer or general contractor's insurance company shall file a copy of insurance policy with the Escondido Fire Department. In addition, the blaster shall have liability insurance, for property damage, and bodily injury in the minimum amount of \$1 million each for each blasting operation. A copy of the insurance policy of the blaster shall be filed with the Escondido Fire Department. The City of Escondido shall be named as an additional insured party.
  - d. The blaster's qualifications shall be reviewed by the fire code official. Approval shall be based upon a review of the blaster's qualifications, past safety record, and his or her history of complaints of job performance. Failure on the part of the blaster to comply with the terms and conditions under which approval is granted may result in revocation of the Blasting Permit and penalties pursuant to Section 77.508.
  - e. The blaster shall provide authorization from the property owner for all blasting operations.
  - f. In order to ensure public safety, it is the blaster's responsibility to ensure compliance with United States



Bureau of Mines and the California Department of Health and Safety (CALOSHA) standards.

3. It shall be unlawful and a violation of this code for any person, firm, corporation, blaster, contractor to provide false or misleading information or documentation to the City of Escondido or any of its departments or the public during any phase of the permit process or blasting operations.
4. Additional fire department conditions are as follows:
  - a. For any blasting operations outside the Escondido City limits that are conducted in conjunction with projects within the City of Escondido, blasters are required to comply with blasting regulations of neighboring jurisdictions.
  - b. The Escondido Fire Department may impose such additional conditions and procedures as it deems are necessary to protect the public health, safety and welfare based upon the peculiar and individual facts and circumstances of a particular blasting operation. The Fire Department shall provide the blaster with the additional conditions or procedures in writing and the blaster shall comply with those requirements until such time as the Fire Department is satisfied that the conditions are no longer required and cancel the additional requirements.
5. Blasting Permit Repository and Renewal:
  - a. The Blasting Permit shall be kept on file with the Escondido Fire Department's Fire Prevention Bureau. A copy of the Blasting Permit shall be retained by the general contractor or property owner/developer and by the blaster and shall be available at the job site for public or official inspection at all times during blasting operations.
  - b. Blasting Permits shall be cancelled with the Fire Department when a blaster completes or discontinues, for thirty (30) consecutive days, blasting operations at a construction site. Said permit must be renewed before any blasting operations are continued or resumed.
  - c. Blasting Permit(s) for different blasters at the same site will require pre and post blast inspections as required for each blaster.

**(A) Section 3301.2.3 - Blasting Operation Procedures:**

**(A) Section 3301.2.3.1 - Major Blasts:**

1. Notification: It is the City's intent to provide notification of the likelihood for blasting as early as possible. Whenever possible, based on information received, for projects requiring a public notice (Public Hearing, Environmental Review and/or Intended Decision Notice), said notices shall indicate whether blasting may occur in conjunction with the proposed development. In the event blasting does occur, additional notice shall be required as follows:
  - a. Prior to the issuance of a Blasting Permit, the general contractor or property owner/developer or blaster shall give a reasonable notice in writing, but not less than one week prior to the blasting occurrence, to owners, tenants and/or occupants of all residences (including mobile homes), businesses and structures within 600 feet of any potential blast site. The notice shall be in a form approved by the Fire Chief, and shall include, but not limited to, the following:
    - i. A statement indicating that the notice is given as part of the permitting/development process.
    - ii. The location, address, and type of development.
    - iii. The anticipated date and duration of blasting operations.
    - iv. The name, address and telephone number of the blaster and/or developer as well as the Fire Department contact person's name, address and telephone number.
    - v. A radius map which shows the project location, the anticipated location of potential blasting operations, and the properties located within 300 feet and 600 feet from the Blast Site as defined under Sec. 7705.2.
    - vi. A disclosure statement outlining pre-blast and post-blast inspection procedures, timing and the time frame during which requests for pre-blast advanced notice and post-blast inspection and damage assessment complaints must be filed with the Fire Department.

The general contractor or property owner/developer shall be responsible for the preparation of the notice and the notification list, and shall provide the Fire Department with proof of notification prior to issuance of a Blasting Permit.

Any resident or business receiving such notice may request of the Fire Department that the blaster give a 24 hour advance notice of impending blast on a given day. The advanced notice shall specify the dates and estimated times of scheduled blasting operations. A subsequent advance notice shall be provided if blasting operations discontinue for a period exceeding 48 hours. The general contractor or property owner/developer shall obtain the advanced notification list of residents or businesses from the Fire Department, and shall make every reasonable effort to contact any and all parties requesting the 24 hour advance notice.

## **2. General Requirements:**

- a.** The blaster shall provide the Fire Department with a minimum 24 hour notice prior to the commencement of any blasting operation.
- b.** Blasting shall only be permitted between the hours of 9:00 a.m. and 4:00 p.m. during any weekday, Monday through Thursday, unless special circumstances warrant another time or day and special approval is granted by the Fire Chief based on consideration of the blasting operations potential impact on the surrounding properties and demonstrated compliance with the Noise Ordinance (Article XII. Noise Abatement Control).
- c.** If a Fire Department witness is desired, arrangement shall be made at least 12 hours prior to the blast. Confirmation shall be made to the Fire Department no less than one hour prior to the blast. The Fire Department may then assign a Department member to be present and observe the blast at their discretion. A representative of the Fire Department may also be present during the blasting operation without any prior notice to the blaster.
- d.** All blasting operations shall be monitored by an approved seismograph located at the nearest man-made structure. All daily seismograph reports

shall be forwarded to the Fire Department by the end of the business week.

**Exception:** Public Utility Companies are not required to seismographically monitor minor blasting operations.

**3. Pre-blast Inspections:**

- a. Inspections of all man-made structures (including mobile homes) within 300 feet of a major blast site shall be made before blasting operations. The inspection shall be for the purpose of determining the existence of any visible or recognizable preexisting defect or damages in any structure. The inspection shall also identify all existing operating wells on site for documentation purposes only. Waiver of such inspection shall be in writing by owner(s), and persons who have vested interest, control, custody, lease or rental responsibility of said property or their legally recognized agent.
- b. The person(s) inspecting shall obtain the permission of the building owner prior to conducting the inspection.
- c. The inspections shall be performed by an approved blast inspector per Section 7705.2.
- d. The inspector shall file with the Fire Department, a summary report identifying address, occupant and/or owner's name, time and date of inspections. The summary report shall also include inspection waiver signed by property owner or owner's agent, with an explanation as to why an inspection of a specific structure was not made. This summary and waiver report shall be signed by the inspector and filed with the Fire Department prior to blasting operation.
- e. The blaster shall permit the Fire Department personnel to inspect the site and blast materials or explosives at any reasonable time.

**4. Post-blast Inspections:**

- a. Post-blast inspections shall be required upon receipt of a written complaint to the Fire Department by the person in charge of the

property alleging property damage due to blasting operations. For complaint received within one year of completion of blasting operations, the Fire Department shall forward a copy of the written complaint to the contractor and/or blaster. In no way does this relieve the blaster and/or the developer of their legal obligations toward the complainant.

- b. Said inspection shall be conducted and reports filed with the Fire Department and the complainant within 30 days of receipt of complaints.

**(A) Section 3301.2.3.2 - Minor Blasts:**

1. Notification: Prior to issuance of a Blasting Permit, the general contractor or property owner/developer or blaster shall give a reasonable notice in writing, but not less than 12 hours prior to the blasting occurrence, to all residences (including mobile homes), businesses or structures on contiguous properties or at the discretion of the Fire Department. The notice shall be in a form approved by the Fire Chief, and shall include, but not be limited to, the following:
  - a. A statement indicating that the notice is given as part of the permitting/development process.
  - b. The location, address, and type of development.
  - c. The anticipated date and the estimated duration of blasting operations.
  - d. The name, address and telephone number of the blaster and/or developer as well as the Fire Department's contact person's name, address and telephone number.
2. General Requirements: All blasting operations shall be monitored by an approved seismograph located at the nearest man-made structure. All daily seismograph reports shall be forwarded to the Fire Department by the end of the business week.

**Exception:** Public Utility Companies are not required to seismographically monitor blasting operations for minor blasts.

**(A) Section 3301.2.4 - Blasting Hours:** Blasting shall only be permitted between the hours of 9:00 a.m. and 4:00 p.m. Monday through Thursday,

unless special circumstances warrant another time or day and special approval is granted by the fire code official.

**(A) Section 3301.2.5 - Violations and Penalties:** The fire code official, issuing authority, or peace officer may seize, take, remove or cause to be removed at the expense of the owner all explosives, ammunition or blasting agents offered or exposed for sale, stored, possessed or transported in violation of this article. In addition:

1. Any person violating or causing the violation of any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than \$1,000.00 or by imprisonment in the County jail for six (6) months, or by both fine and imprisonment.
2. It shall be unlawful and a violation of this ordinance for any person to provide false or misleading information or documentation to the County of San Diego or any of its officers or employees or to any jurisdiction having authority during any phase of the explosives or blasting permit process or blasting operations.
3. In addition to the penalties provided in Paragraph 1 of this Section, any conditions caused or permitted to exist in violation of the provisions of this ordinance or in violation of the conditions of an explosives or blasting permit shall be deemed a public nuisance, and may be abated by the County as such or remedied in court in any manner provided by law.
4. The general contractor or owner/developer shall be responsible for compliance with all provisions of this ordinance.

**(A) Section 3301.2.6 - Fee Structure:** A blaster and inspector shall pay a fee to the Sheriff upon being designated an approved blaster or inspector. Fees shall also be charged for issuance of a blasting permit to conduct blasting operations within the City of Escondido. The amount of said fees shall be determined by the fire protection district on the basis of the full costs involved in processing said permits.

**Chapter 34 - Flammable and Combustible Liquids:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(R) Section 3405.2.4 - Class I, II and III Liquids:** Class I or II liquids or Class III liquids that are heated up to or above their flash points shall be transferred by one of the following methods:

**Exception:** Liquids in containers not exceeding a 5.3-gallon (20 L) capacity.

1. From safety cans complying with UL 30.
  2. Through an approved closed piping system.
  3. From containers or tanks by an approved pump taking suction through an opening in the top of the container or tank.
- (D) 4. Approved engineered liquid transfer system.

**(A) Section 3406.2.5.2.1 - Limitations on Tanks for Gravity Discharge:** Gravity dispensing of Class I or II liquids or Class III liquids that are heated up to or above their flash points is prohibited. Dispensing devices for flammable and combustible liquids shall be of an approved type. Approved pumps taking suction from the top of the tank shall be used. Flammable or combustible liquids shall not be dispensed by a device that operates through pressure within a storage tank. Air or oxygen shall not be used to pressurize an aboveground tank.

**(A) Section 3406.2.8.2 - Tank Vehicle as a Substitute for Permanent Tank Prohibited:** The use of tank vehicles in a stationary manner as a substitute for approved above- or below-ground fuel tanks is prohibited.

**Chapter 38 - Liquefied Petroleum Gases:** is hereby added (A), revised (R), or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(A) Section 3807.5 - Securing Tanks to Ground (LPG):** Tanks shall be secured to prevent the tank from rolling or moving when required by the FAHJ.

**Chapter 49 - Requirements for the Wildland-Urban Interface Areas:** is hereby added (A), revised (R), or deleted (D) to the Building/Fire Code portion of the California Buildings Standards Code to read as follows:

**(R) Section 4902.1 - General:** For the purposes of this chapter, certain terms are defined as follows:

**(A) Building Official:** The officer or other designated authority charged with the administration and enforcement of the locally adopted California Building Code, or the building official's duly authorized representative.

**(A) Combustible Vegetation:** means material that in its natural state will readily ignite, burn, and transmit fire from native or landscape plants to any structure or other vegetation. Combustible vegetation includes dry grass, brush, weeds, litter or other flammable vegetation that creates a fire hazard.

**(A) Defaceable Space:** is an area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

**(R) Fire Protection Plan (FPP):** is a document prepared for a specific project or development proposed for the wildland-urban interface fire area that describes ways to minimize and mitigate potential loss from wildfire exposure, with the purpose of reducing impact on the community's fire protection delivery system.

**(Reference) Fire Hazard Severity Zones:** are geographical areas designated pursuant to California Public Resources Code Sections 4201 through 4204 and classified as Very High, High and Moderate in State Responsibility Areas or as Local Agency Very High Fire Hazard Severity Zones designated pursuant to California Government Code Sections 51175 through 51189.

The California Code of Regulations, Section 1280 entitles maps of these geographical areas as "Maps of the Fire Hazard Severity Zones in the State Responsibility Area of California."

**(A) Fuel Break:** is an area, strategically located for fighting anticipated fires, where the native vegetation has been permanently modified or replaced so that fires burning into it can be more easily controlled. Fuel breaks divide fire-prone areas into smaller areas for easier fire control and to provide access for fire fighting.

**(Reference) Local Agency Very High Fire Hazard Severity Zone:** means an area designated by a local agency upon the recommendation of the CDF Director pursuant to Government Code Sections 51177(c), 51178 and 51189 that is not a State Responsibility Area and where a local agency, city, county, city and county, or district is responsible for fire protection.

**(A) Open Space Easement:** means any right or interest in perpetuity or for a term of years in open-space land, as that term is defined in Government Code Sections 51065(a), acquired by the County, a city or a nonprofit organization where the instrument granting the right or interest imposes restriction on use of the land, to preserve the land for public use or enjoyment of the natural or scenic character of the land.

**(A) Open Space Preserve:** means open-space land, as that term is defined in Government Code Section 65560(b), for the preservation of natural resources, managed production of resources, outdoor recreation, public health and safety, buffer for a military installation or the protection of cultural resources.

**(A) Slope:** is the variation of terrain from the horizontal; the number of feet, rise or fall per 100 feet, measured horizontally, expressed as a percentage.



**(Reference) State Responsibility Area:** means lands that are classified by the Board of Forestry pursuant to Public Resources Code Section 4125 where the financial responsibility of preventing and suppressing forest fires is primarily the responsibility of the State.

**(A) Tree Crown:** means the primary and secondary branches growing out from the main stem, together with twigs and foliage.

**(Reference) Wildfire:** is any uncontrolled fire spreading through vegetative fuels that threaten to destroy life, property, or resources as defined in Public Resources Code Sections 4103 and 4104.

**(Reference) Wildfire Exposure:** is one or a combination of radiant heat, convective heat, direct flame contact and burning embers being projected by vegetation fire to a structure and its immediate environment.

**(Reference) Wildland-Urban Interface Fire Area:** is a geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code Sections 4201 through 4204 and Government Code Sections 51175 through 51189, or other areas designated by the enforcing agency to be at a significant risk from wildfires.

**(A) Section 4902.2 - Declaration:** The legislative body shall declare the Wildland Interface Areas within the jurisdiction. The Wildland Urban Interface Areas shall be based on the findings of fact. The Wildland Urban Interface Area boundary shall be any geographic area mapped or otherwise identified by the State or local jurisdiction as a High Hazard, or Very High Fire Severity Zone, or as set forth by the City of Escondido Fire Department response area. (See Attachment B for map) When the type and condition of vegetation, topography, weather, and structure density, which potentially increases the probability of vegetation conflagration exists, such area shall be considered a Very High Fire Severity Zone.

**(A) Section 4903 - Fire Protection Plans:**

**(A) Section 4903.1 - When Required:** The Fire Authority Having Jurisdiction may require an applicant for a parcel map, subdivision map, specific plan or major use permit for any property located in a wildland-urban interface fire area to submit a Fire Protection Plan (FPP) as part of the approval process.

**(A) Section 4903.2 - Content:** The FPP shall consider location, topography, geology, aspect, combustible vegetation (fuel types), climatic conditions and fire history. The plan shall address the following in terms of compliance with applicable codes and regulations including but not limited to: water supply, vehicular and emergency apparatus access, travel time to nearest serving fire station, structural ignitability, structure set back,

ignition-resistive building features, fire protection systems and equipment, impacts to existing emergency services, defensible space and vegetation management.

The FPP shall be prepared as prescribed in the County of San Diego Land Use and Environment Group "Guidelines for Determining Significance and Report Format and Content Requirements for Wildland Fire and Fire Protection" document.

**(A) Section 4905.4 - Wildland Urban Interface Special Building Construction Regulations:** are located in the 2010 California Building Code:

1. Standards of Quality
  - a. SFM Standard 12-7A-1 Exterior Wall Siding and Sheathing
  - b. SFM Standard 12-7A-2 Exterior Windows
  - c. SFM Standard 12-7A-3 Horizontal Projections
  - d. SFM Standard 12-7A-4 Decking
  - e. SFM Standard 12-7A-5 Ignition-resistant Materials
2. Roofing Covering & Valleys - Class "A" Very High Fire Hazard Areas
  - a. Roof gutters – Prevent debris accumulation
  - b. Replacement – more than 50% or more 2,500 square feet roof area
3. Skylights – One pane tempered Glass
4. Attic Ventilations – prevent intrusion of flame and embers into the attic
5. Eave or Cornice Vents – not allowed in exterior overhang areas
  - a. Eave protection – shall be protected by ignition resistant materials
6. Exterior Walls- shall be noncombustible, ignition-resistant materials
  - a. Exterior wall covering – shall extend from the top the foundation and terminate at roof
  - b. Repair/Replacement of exterior wall – less than 30 feet from property line
  - c. Exterior wall Vents - prevent intrusion of flame and embers into the structure
7. Exterior Glazing and Window Walls – one pane tempered on dual pane windows
8. Exterior Door Assemblies – approved noncombustible construction or 20 minute rated
9. Decking and Other Appendages – structural supports and framing members shall be non-combustible
  - a. Decking surface – non-combustible, fire treated wood, one-hour fire-resistant
  - b. Testing of alternative decking materials
  - c. Deck remodel or repair -50% or 1,00 square feet
10. Underfloor and Appendages and Floor Projections – maintain same ignition-resistant integrity of exterior walls
  - a. Unenclosed Under Floor Protection – under floor areas enclosed to the grade

11. Insulation – Paper-faced insulation prohibited in attics or ventilated spaces
12. Fences and other structures less than five feet from a building – non-combustible.

**(A) Section 4906.4 - Hazard Reduction and Vegetation Abatement/Clearance Standards:** The Fire Chief of the fire authority having jurisdiction shall establish standards for the abatement of the various kinds of weeds and rubbish, to include, but not be limited to, the level to which weeds will be cut, the clearance around structures, roadways, and between properties.

**(R) Section 4907 - Defensible Space:**

**(Reference) Section 4907.1 - General:** Defensible space will be maintained around all buildings and structures in State Responsibility Area (SRA) as required in Public Resources Code 4290 and “SRA Fire Safe Regulations” California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Section 1270.

Buildings and structures within the Very-High Fire Hazard Severity Zones of a Local Responsibility Areas (LRA) shall maintain defensible space as outlined in Government Code 51175-51189 and any local ordinance of the authority having jurisdiction.

**(A) Section 4907.1.1 - Structure Setbacks from Property Lines:** The building official shall establish the minimum setbacks for locating a structure on a lot in a wildland-urban interface fire area. The setbacks may be greater than the minimum setbacks provided in the City of Escondido Zoning Ordinance, when necessary to protect a structure from an unreasonable hazard from a wildfire.

**(A) Section 4907.1.2 - Structure Setbacks from Top of Slope:** A single story structure shall be setback a minimum 15 feet (4,572 mm) horizontally from top of slope to the farthest projection from a roof. A single story structure shall be less than 12 feet above grade. A two story structure shall be setback a minimum of 30 feet (9,144 mm) measured horizontally from top of slope to the farthest projection from a roof. Structures greater than two stories may require greater setback, which is based upon a 2 to 1 slope.

**(A) Section 4907.1.3 - General Fire Setbacks:** Buildings and structures shall be setback a minimum of 30 feet from property lines and open space easements unless the City of Escondido Zoning Ordinance requires a greater minimum. When the property line abuts a roadway, the setback shall be measured from the centerline of the roadway.

**Exception:** When both the building official and the FAHJ determine that the hazard from a wildland fire is not significant, or when the terrain, parcel size or other constraints on the parcel make the required setback infeasible, the building official may allow the setback to be less than 30 feet from the property line when allowed by the Zoning Ordinance.

**(A) Section 4907.1.4 - Fire Setbacks Adjacent Protected Areas:**

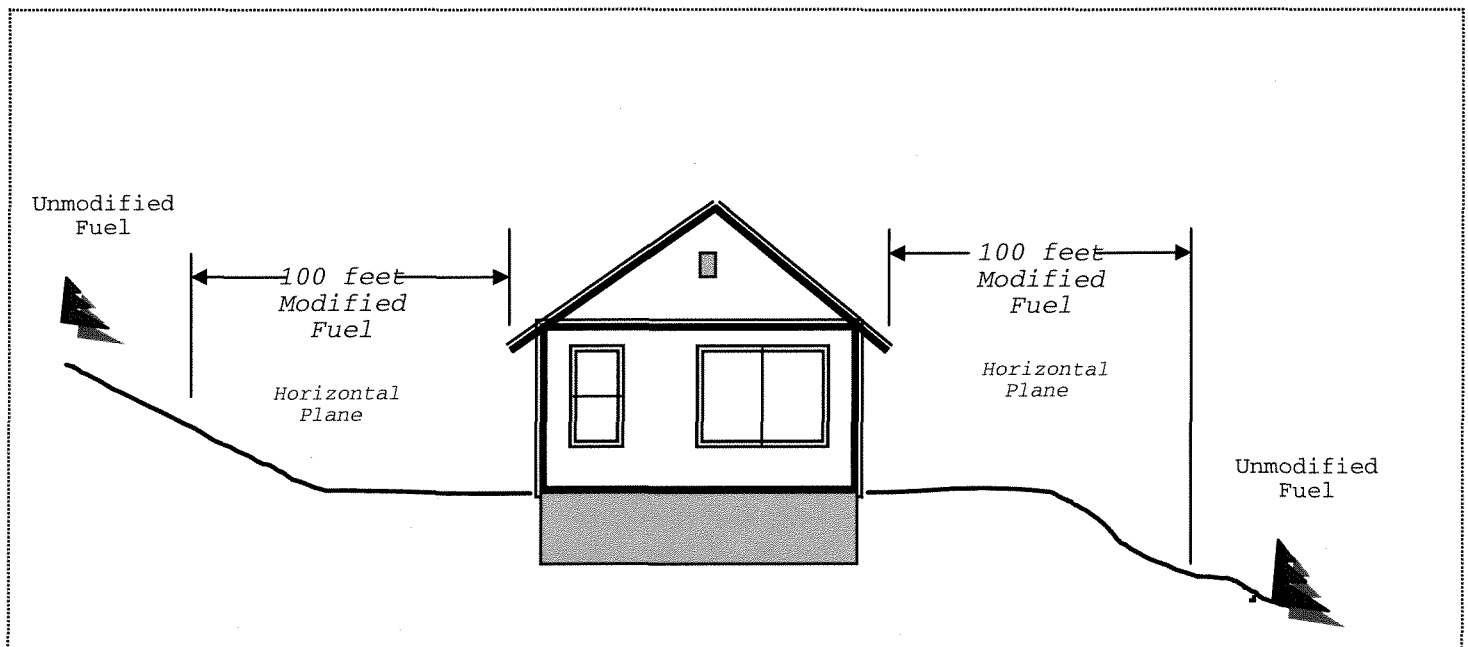
Buildings and structures shall be setback a minimum of 100 feet from any property line adjacent a national forest, state park, open space preserve or other protected biological resources. This setback may be reduced when additional mitigation measures are employed that are satisfactory to both the FAHJ and the building official.

**(A) Section 4907.2 - Fuel Modification:** A fuel modification zone shall be required around every building that is designed primarily for human habitation or use or a building designed specifically to house farm animals. Decks, sheds, gazebos, freestanding open-sided shade covers and similar accessory structures less than 250 square feet and 30 feet or more from a dwelling, and fences more than 5 feet from a dwelling, are not considered structures for the establishment of a fuel modification zone. A fuel modification zone shall comply with the following:

1. When a building or structure in a hazardous fire area is located 100 feet or more from the property line the person owning or occupying the building or structure shall maintain a fuel modification zone within 100 feet of the building or structure. The area within 50 feet of a building or structure shall be cleared of vegetation that is not fire resistant and re-planted with fire-resistant plants. In the area between 50 to 100 feet from a building all dead and dying vegetation shall be removed. Native vegetation may remain in this area provided that the vegetation is modified so that combustible vegetation does not occupy more than 50% of the square footage of this area. Weeds and annual grasses are to be mowed to a height of 4" to 6". Any chipping that is done on site should be spread not to exceed 6" in height. Trees may remain in both areas provided that the horizontal distance between crowns of adjacent trees and crowns of trees and structures is not less than 10 feet. See Figure 4907.2.
2. When a building or structure in a hazardous fire area is setback less than 100 feet from the property line, the person owning or occupying the building or structure shall meet the requirements

- in subsection (1) above, to the extent possible, in the area between the building or structure and the property line.
3. The building official and the FAHJ may provide lists of prohibited and recommended plants.
  4. The fuel modification zone shall be located entirely on the subject property unless approved by the FAHJ. This required fuel modification zone may be reduced as allowed in subsection (2) above or increased as required by a fire protection plan.
  5. When the subject property contains an area designated to protect biological or other sensitive habitat or resource, no building or other structure requiring a fuel modification zone shall be located so as to extend the fuel modification zone into a protected area.

**FIGURE 4907.2 MEASUREMENTS OF FUEL MODIFICATION DISTANCE**



**(A) Section 4907.2.1 - Fuel Modification of Combustible Vegetation from Sides of Roadways:** The FAHJ may require a property owner to modify combustible vegetation in the area within 20 feet from each side of the driveway or a public or private road adjacent to their property to establish a fuel modification zone. The FAHJ has the right to enter private property to insure the fuel modification zone requirements are met.

**Exception:** The FAJH may reduce the width of the fuel modification zone if it will not impair access.

**(A) Section 4907.2.2 Community Fuel Modification:** The FAHJ may require a developer, as a condition of issuing a certificate of occupancy, to establish one or more fuel modification zones to protect a new community by reducing the fuel loads adjacent to a community and structures within it. The developer shall assign the land on which any fuel modification zone is established under this Section to the association or other common owner group that succeeds the developer as the person responsible for common areas within the community.

**(A) Section 4907.2.2.1 - Land Ownership:** Once a fuel modification zone has been established under Section 4907.2.2, the land on which the zone is located shall be under the control of an association or other common ownership established in perpetuity, for the benefit of the community to be protected.

**(A) Sections 4907.2.2.4 - Plans Shall Be Approved Prior to Fuel Modification Work:** When required by the fire code official, plans shall be placed on a grading site plan shown in plan view. An elevation plan shall also be provided to indicate the length of the fuel modification zone on the slope. Plans shall include but not limited to:

1. Plan showing existing vegetation
2. Photographs showing natural condition prior to work being performed
3. Grading plans showing location of proposed structures and set back from top of slope to all structures.

**(A) Section 4907.3 - Maintenance of Defensible Space:** Any person owning, leasing, controlling, operating or maintaining a building or structure required to establish a fuel modification zone pursuant to Section 4907.2 shall maintain the defensible space. The FAHJ may enter the property to determine if the person responsible is complying with this Section. The FAHJ may issue an order to the person responsible for maintaining the defensible space directing the person to modify or remove non-fire resistant vegetation from defensible space areas, remove leaves, needles and other dead vegetative material from the roof of a building or structure, maintain trees as required by Section 4907.3.1 or to take other action the FAHJ determines is necessary to comply with the intent of Sections 4903 et seq.

**(A) Section 4907.3.1 - Modified Area:** Non fire-resistive vegetation or growth shall be kept clear of buildings or structures, in

accordance with Section 4907.2, in such a manner as to provide a clear area for fire suppression operations.

**(A) Section 4907.3.2 - Responsibility:** Persons owning, leasing, controlling, operating or maintaining buildings or structures are responsible for maintenance of defensible spaces. Maintenance of the defensible space shall be annually or as determined by the FAHJ and may include but not be limited to the modification or removal of non-fire resistive vegetation and keeping leaves, needles and other dead vegetative material regularly removed from roofs of buildings and structures.

**(A) Section 4907.3.3 - Trees:** Crowns of trees located within defensible space shall maintain a minimum horizontal clearance of 10 feet for fire resistant trees and 30 feet for non-fire resistive trees. Mature trees shall be pruned to remove limbs 1/3 the height or 6 feet, whichever is less, above the ground surface adjacent to the trees. Dead wood and litter shall be regularly removed from trees. Ornamental trees shall be limited to groupings of 2-3 trees with canopies for each grouping separated horizontally as described in Table 4907.3.1.

**TABLE 4907.3.1 DISTANCE BETWEEN TREE CANOPIES BY PERCENT SLOPE**

<b>Percent of Slope</b>	<b>Required Distances Between Edge of Mature Tree Canopies (1)</b>
0 to 20	10 feet
21 to 40	20 feet
41+	30 feet

1. Determined from canopy dimensions as described in Sunset Western Garden Book (Current Edition)

**(A) Section 4907.4 - Landscape Requirements Objective:** Provisions of this Section are intended to modify fuel load in areas adjacent to structures to create defensible space.

**(A) Section 4907.4.1 - Landscape Submittals:** When required by the fire code official, landscape plans are required for all residential custom homes, production tract homes, multi-family residential homes, and commercial buildings. Landscape plans shall be submitted and approved by the Fire District prior to the framing inspection. Landscape plan submittals shall include, at a minimum, a readable scale, the delineation of 100-foot fuel modification zone, the existing vegetation, and all irrigated areas, a plant legend with both botanical and common names and identifying all plant material symbols.

**(A) Section 4907.4.2 - Landscaping Requirements:** All plant materials used shall be from the Wildland/Urban Interface Development Standards plant palette. The addition of plant material to the approved list will be at the discretion of the Fire District. Landscape plans shall be in accordance with the following criteria:

1. All non-fire resistive trees, including conifers, pepper trees, eucalyptus, and acacia species, shall be planted and maintained so that the tree's drip line at maturity is a minimum 30 feet from any combustible structure. All fire resistive tree species shall be planted and maintained at a minimum of 10 feet from the tree's drip line to any combustible structure.
2. For streetscape plantings, all non-fire resistive trees shall be planted so that the center of the tree trunk is 20 feet from edge of curb. Fire resistive trees can be planted 10 feet from edge of curb to center of tree trunk. Care should be given to the type of tree selected, that it will not encroach into the roadway, or produce a closed canopy effect.
3. Limit planting of large unbroken masses especially trees and large shrubs. Groups should be two to three trees maximum, with mature foliage of any group separated horizontally by at least 10 feet, if planted on less than 20 percent slope, and 20 feet, if planted on greater than 20 percent slope.
4. If shrubs are located underneath a tree's drip line, the lowest branch should be at least three times as high as the understory shrubs or 10 feet, whichever is greater.
5. Existing trees can be pruned 10 feet away from roof, eave, or exterior siding, depending on the tree's physical or flammable characteristics and the building construction features.
6. All tree branches and palm fronds shall be removed within 10 feet of a fireplace chimney or outdoor barbecue.

**(A) Section 4907.4.3 - Orchards, Groves or Vineyards:** All orchards, groves, and vineyards shall be kept in a healthy state and maintained as described below. A 10-foot firebreak shall be cleared between the perimeter, orchard trees or row of grape vines and native vegetation or ornamental landscaping. Orchards shall be kept cleaned of dead and or downed trees. Orchards and vineyards shall be free of combustible debris, dead branches and dead foliage. All dead grasses between rows of trees or vines shall be mowed or disked to bare soil.



**(A) Section 4907.4.4 - Eucalyptus Forests and Oak Woodlands:**

All forests and woodlands shall be kept in a healthy state and maintained as described below. The forest or woodlands shall be free of all dead, dying, or diseased trees (excluding tree stumps no higher than six inches above the ground). Dead, dying, or diseased trees shall include insect infested trees, no longer living, in the last stages of growth or infected by a pathogen of any type. If combustible vegetation is located underneath a tree's drip line, the lowest branch shall be at least three times as high as the understory brush or grasses, or ten feet, whichever is greater. This will reduce the build-up of "ladder" fuels. Firewood shall be neatly stacked and shall have a minimum of 30 feet of clearance (no vegetation) around the entire firewood storage area. Debris and trimmings produced by the removal process shall be removed from the site, or if left, shall be converted into mulch by a chipping machine and evenly dispersed to maximum depth of six inches.

**(A) Section 4907.4.5 - Landscape Installation:** All landscaping shall be installed prior to the final inspection for issuance of certificate of occupancy.

**(A) Section 4908 - Construction Methods for Exterior Wildfire Exposure:**

**(A) Section 4908.1 - Construction Methods for Exterior Wildfire Exposure:** The construction methods for exterior wildfire exposure in a wildland-urban interface fire area shall be as provided in Chapter 7A of the 2010 California Building Code or Section R327 of the 2010 California Residential Code. (See Section 4905.4 for special regulation regarding the Wildland-Urban-Interface Fire Areas)

**Appendix "B" - Fire-Flow Requirements for Buildings:** Is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(R) Section B102.1 - Definitions:**

**(A) Hazardous Fire Area:** Any geographic area mapped by the State or local jurisdiction as a High, or Very High fire hazard area, or as set forth by the FAHJ that contains the type and condition of vegetation, topography, weather, and structure density to potentially increase the possibility of vegetation conflagration fires shall be considered a hazardous fire area.

**(R) Section B103.3 - Areas Without Water Supply Systems:** For information regarding water supplies for fire fighting purposes in rural areas and suburban

areas in which adequate and reliable water supplies do not exist, the fire code official is authorized to utilize provisions in Appendix B of this code or the standard published by the Insurance Services Office document entitled "Guide for Determination of Required Fire Flow".

### **Division III**

That the geographic limits referred to in certain Sections of the 2010 California Fire Code is hereby established as follows:

**Chapter 32 - Cryogenic Fluids:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(R) Section 3204.3.1.1 - Stationary Containers:** The geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited is hereby established for the City of Escondido except for areas zoned for mixed, general or high impact industrial uses.

**Chapter 34 - Flammable and Combustible Liquids:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(R) Section 3404.2.9.6.1 Locations Where Aboveground Tanks Are Prohibited:** The City of Escondido in which the storage of Class I and Class II liquids in aboveground tanks outside of buildings is prohibited: The limits referred to in Section 3404.2.9.6.1 and 3406.2.4.4 of the 2010 California Fire Code and the 2009 International Fire Code in which storage of flammable or combustible liquids in outside above ground tanks is prohibited are hereby established as the jurisdictional limits of the City of Escondido.

#### **Exceptions:**

1. 2000 gallons maximum temporary aboveground tanks meeting UL 2085 for private use on farms, agricultural and rural property, remote construction sites, earth moving projects, gravel pits or borrow pits.
2. Crankcase draining may be stored in specially constructed aboveground storage tanks, approved by the fire code official, with a maximum capacity of 550 gallons. Such tanks may be located within a building when the fire code official deems appropriate, and the container meets the following: specially designed, approved and listed containers which have features incorporated into their design which mitigates concerns for exposure to heat, ignition sources and mechanical damage. Containers must be installed and used in accordance with their listing and provisions must be made for leak and spill

containment. In no case shall such storage be permitted in residential or institutional property.

3. With the fire code official's approval, Class I and II liquids may be stored aboveground outside of buildings in specially designed, approved and listed containers which have features incorporated into their design which mitigate concerns for exposure to heat, ignition sources and mechanical damage. Containers must be installed and used in accordance with their listing, and provisions must be made for leak and spill containment. The fire code official may disapprove the installation of such containers when in his opinion their use presents a risk to life or property.
4. With the fire code official's approval, temporary storage of a maximum of 10,000 gallons Class II liquids may be permitted for a period not to exceed ninety (90) days at remote construction sites, earth moving projects, gravel pits or borrow pits, consistent with Sections 3404 and 3406.

**(R) Section 3406.2.4.4 - Locations Where Aboveground Tanks Are Prohibited:** The geographic limits in which the storage of Class I and Class II liquids in aboveground tanks is prohibited in residential areas within the City of Escondido.

**Chapter 35 - Flammable Gases and Flammable Cryogenic Fluids:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(R) Section 3506.2 - Limitations:** The geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited is hereby established for the City of Escondido Fire Protection District except for areas zoned for mixed, general or high impact industrial uses.

**Chapter 38 - Liquefied Petroleum Gas:** is hereby added **(A)**, revised **(R)**, or deleted **(D)** to the Building/Fire Code portion of the California Building Standards Code to read as follows:

**(R) Section 3804.2 - Maximum Capacity Within Established Limits:** The geographic limits in which the bulk storage of liquefied petroleum gas is prohibited for the protection of heavily populated and congested areas is hereby established as jurisdiction limits of the City of Escondido.

#### Division IV

That Ordinance 2007-30 An Ordinance Of The City of Escondido, Which Adopts The California Fire Code, 2007 Edition, With Certain Amendments, the 2006 International Fire Code And National Fire Protection Association Standards 13, 2002

Edition, 13-D, 2010 Edition, And 13-R, 2002 Edition and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

That Ordinance 2007-31, an Ordinance of the City of Escondido, which Adopts the International Wildland–Urban Interface Code, 2006 Edition with certain Amendments has been included into the 2010 California Fire Code Chapter 49, Requirements for Wildland-Urban Interface Areas with certain Amendments and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

#### **Division V**

That if any Section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each Section, subsection, clause or phrase thereof, irrespective of the fact that any one or more Sections, subsections, sentences, clauses and phrases be declared unconstitutional.

#### **Division VI**

That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Division 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

#### **Division VII**

Upon passage, the City Clerk shall transmit a copy of this Ordinance to the California Building Standards Commission pursuant to Health and Safety Code Section 17958.7 and the California Department of Housing and Community Development.

#### **Division VIII**

That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.

## ATTACHMENT "A"

### FINDINGS

#### FOR REVISION OF THE CITY OF ESCONDIDO FIRE PROTECTION DISTRICT AMENDMENTS TO THE 2010 CALIFORNIA FIRE CODE OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 9

As required by Health and Safety Code section 17958, the City of Escondido Fire Protection District does herewith make express findings that amendments to the 2010 California Fire Code are necessary for the protection of the public health, safety, and welfare due certain climatic, topographic, or geological features existing in the County of San Diego.

The following matrix lists the City of Escondido Fire Protection District amendments and the corresponding express findings. Minor editorial changes or typographical corrections to the Fire Code are not shown in these findings. The full texts of the proposed City of Escondido Fire Protection District amendments are shown in the City of Escondido Fire Protection District Fire Code.

#### **Additional Findings for Chapter 49 - Requirements for Wildland-Urban Interface Fire Areas:**

As required by Health and Safety Code section 17958, the City Council for the City of Escondido does herewith make express findings that amendments to the California Building Standards Code are necessary for the protection of the public health, safety, and welfare due certain climatic, topographic or geological features existing in the County of San Diego.

#### **Definitions:**

**Climate:** The average course or condition of the weather at a particular place over a period of many years, as exhibited in absolute extremes, means and frequencies of given departures from these means (i.e., of temperature, wind velocity, precipitation and other weather elements).

**Topography:** The configuration of landmass surface, including its relief (elevation) and the position of its natural and man-made features that affect the ability to cross or transit a terrain.

**Geography:** A science that deals with the earth and its life, especially the description of land, sea, air, and the distribution of plant and animal life including man and his industries with reference to the mutual relations of these diverse elements (Webster's Third New California Dictionary).

### **Climatic Considerations:**

There are two types of climates: macro and micro. A macro climate affects an entire region and gives the area a general environmental context. A micro climate is a specific variation that could be related to the other two factors, topography and geography. A micro climate may cover a relatively small area or be able to encompass an entire community, as opposed to another community in the same county.

Climatic consideration should be given to the extremes, means, and anomalies of the following weather elements:

1. Temperatures
2. Relative humidifies
3. Precipitation and flooding conditions
4. Wind speed and duration of periods of high velocity
5. Wind direction
6. Fog and other atmospheric conditions
7. Topographic Considerations

### **Topographic Considerations:**

Topographic considerations should be given to the presence of the following topographical elements:

1. Elevation and ranges of elevation
2. Location of ridges, drainages and escarpments
3. Percent of grade (slope)
4. Location of roads, bridges and railroads
5. Other topographical features, such as aspect exposure

This information becomes an important part of creating an analysis of urban-wildland areas because topography and slope are key elements (along with fuel type) that create the need for specific ignition-resistance requirements in this code.

### **Geographic Considerations:**

Geography should be evaluated to determine the relationship between man-made improvements (creating an exposure) and factors such as the following:

1. Fuel types, concentration in a mosaic and distribution of fuel types
2. Earthquake fault zone
3. Hazardous material routes
4. Artificial boundaries created by jurisdictional boundaries
5. Vulnerability of infrastructure to damage by climate and topographical concerns
6. Fuel types are the final component of the findings that suggest the need for identifying urban-wildland areas in a jurisdiction.

**MATRIX OF FINDINGS: 2010 California Fire Code Amendments**

<b>Chapters or Sections</b>	<b>Finding Number(s)</b>
<b>Chapter 1 - Administration</b>	
Section 101.5 - Validity	All
Section 102.13 - Repeal Conflicting Ordinance	All
Section 104.12 - Cost Recovery	All
Section 104.12.1 - Purpose	All
Section 104.12.2 - Reimbursement	All
Section 105.3.9 - Expense Recovery	All
Section 105.6 - Required Operational Permits	All
Section 105.6.48 - Christmas Tree Lots	All
Section 105.6.49 - Greenwaste Recycling, Mulching, Composting Operations and Storage	All
Section 108.1 - Appeals Procedure for the City of Escondido	All
Section 108.1.1 - Appeals of Decisions Regarding Building Permits	All
Section 109.3 - Violation Penalties	All
Section 111.4 - Failure to Comply	All
<b>Chapter 2 - Definitions</b>	
Section 202 - General Definitions	All
<b>Chapter 3 - General Precautions Against Fire</b>	
Section 304.1.4 - Outdoor Carnivals and Fairs	All
<b>Section 307.5 - Attendance</b>	<b>(CFC)</b>
<b>Section 316.3 - Pitfalls of the California Fire Code</b>	<b>(Deleted)</b>
Section 318 - Storage of Firewood	9
Section 318.1 - General Storage of Firewood	9
Section 319 - Mid-Rise Buildings	1-10
Section 319.1 - General	1-10
Section 319.1.1 - Automatic Fire Sprinkler Systems and Standpipes	1-10
Section 319.1.2 - Smoke Detectors	1-10
Section 319.1.3 - Fire Alarm System	1-10
Section 319.1.3.1 - Emergency Voice Alarm Signaling System	1-10
Section 319.1.4 - Central Control Station	1-10
Section 319.1.5 - Annunciation Identification	1-10
Section 319.1.6 - Elevators	1-10
Section 319.1.7 - Fire Department Communication System	1-10
Section 319.1.8 - Means of Egress	1-10
Section 319.1.8.1 - Extent of Enclosure	1-10

<b>Chapters or Sections</b>	<b>Finding Number(s)</b>
Section 319.1.8.2 - Pressurized Enclosures and Stairways	1-10
Section 319.1.8.3 - Vestibules	1-10
Section 319.1.8.4 - Pressure Differences	1-10
Section 319.1.8.5 - Locking of Stairway Doors	1-10
<b>Chapter 4 - Emergency Planning and Preparedness</b>	
Section 405.2 - Fire and Evacuation Drill Frequency and Participation	All
<b>Chapter 5 - Fire Service Features</b>	
Section 501.3.1 - Fire Apparatus Access Modifications	All
Section 502 - Definitions	1-3,5,6, & 8
Section 503.1 - General	5-9
Section 503.1.1 - Buildings and Facilities	5-9
Section 503.1.2 - Additional Access / Secondary Access	5-9
Section 503.1.2.1 - Dead-End Roads (+ <i>Table</i> )	5,8, & 9
Section 503.1.4 - High-Piled Storage	4
Section 503.2 - Specifications	1,5-9
Section 503.2.1 - Dimensions	1,5,6,8, & 10
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Section 507.2.2 - Water Tanks (+ <i>Table</i> )	4,5
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Section 605.11.3.3.3 - Smoke Ventilation	3,10, & 12
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Section 605.11.4.1 - Fire Apparatus Access Roads	3,10, & 12
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Section 605.11.4.2 - Fuel Modification	3,10, & 12
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Section 1908.1.7 - Unprocessable or Non-Greenwaste Material	All
Section 1908.1.8 - Fire Access Roadway	All
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<b>Chapters or Sections</b>	<b>Finding Number(s)</b>
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<b>Chapter 22 - Motor Fuel – Dispensing Facilities and Repair Garages</b>	
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<b>Chapter 33 - Explosives &amp; Fireworks</b>	
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Section 3301.2.4 - Blasting Hours	All
Section 3301.2.5 - Violations and Penalties	All
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<b>Chapter 34 - Flammable Combustible Liquids</b>	
Section 3405.2.4 - Class I, II and III Liquids	All
Section 3406.2.5.2.1 - Limitations on Tanks for Gravity Discharge	3,5-8
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<b>Chapter 38 - Liquefied Petroleum Gases</b>	
Section 3807.5 - Securing Tanks to Ground (LPG)	All
<b>Chapter 49 - Regulations for Wildland Urban Interface Areas</b>	
Section 4902.1 - General / Definitions	All
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<b>Section 4907.1 - General</b>	<b>(CFC)</b>
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Chapters or Sections	Finding Number(s)
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Section 4907.1.4 - Fire Setbacks Adjacent Protected Areas	All
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Section 4907.2.1 - Fuel Modification of Combustible Vegetation From Sides of Roadways	All
Section 4907.2.2 - Community Fuel Modification	All
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Section 4907.3 - Maintenance of Defensible Space	All
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Section 4907.3.2 - Responsibility	All
Section 4907.3.3 - Trees (+ <i>Table</i> )	All
Section 4907.4 - Landscaping Requirements Objective	All
Section 4907.4.1 - Landscape Submittals	All
Section 4907.4.2 - Landscaping Requirements	All
Section 4907.4.3 - Orchards, Groves or Vineyards	All
Section 4907.4.4 - Eucalyptus Forest and Oak Woodlands	All
Section 4907.4.5 - Landscape Installation	All
Section 4908 - Construction Methods for Exterior Wildfire Exposure	All
Section 4908.1 - Construction Methods for Exterior Wildfire Exposure	All
<b>Appendix "B" - Fire-Flow Requirements for Buildings</b>	
Section B102.1 - Definitions	All
Section B103.3 - Areas Without Water Supply Systems	All
<b>Chapter 32 - Cryogenic Fluids</b>	
Section 3204.3.1.1 - Stationary Containers	All
<b>Chapter 34 - Flammable and Combustible Liquids</b>	
Section 3404.2.9.6.1 - Locations Where Aboveground Tanks Are Prohibited	All
Section 3406.2.4.4 - Locations Where Aboveground Tanks Are Prohibited	All
<b>Chapter 35 - Flammable Gasses and Flammable Cryogenic Fluids</b>	
Section 3506.2 - Limitations	All
<b>Chapter 38 - Liquefied Petroleum Gas</b>	
Section 3804.2 - Maximum Capacity Within Established Limits	All

## **FINDINGS FOR THE FIRE CODE**

### **Finding 1**

The City of Escondido Fire Protection District is situated on the slopes of and at the base of the Coastal Mountains, with drainage from the eastern portion of the district, including the San Dieguito River and Escondido Creek, which when flooded, could result in conditions rendering fire departments vehicular traffic access unduly burdensome or impossible.

Further, the flood conditions described above carries the potential for overcoming the ability of the fire department to aid or assist in fire control, evacuations, rescues and the emergency tasks demands inherent in such situations. The potential for the aforementioned flooding conditions to result in limiting fire department emergency vehicular traffic, with resulting overtaxing fire department personnel, may further cause a substantial or total lack of protection against fire for the buildings and structures located within the jurisdiction.

### **Finding 2**

The City of Escondido Fire Protection District is situated near several known major faults, each capable of generating earthquakes of significant magnitude. These include the Rose Canyon Fault, the Coronado Banks, and the Silver Strand Faults, located generally west of the District and the Elsinore Fault, the Agua Caliente Fault, located east of the District. These faults are subject to becoming active at any time; the City of Escondido Fire Protection District is particularly vulnerable to devastation should such an earthquake occur.

The potential effects of earthquake activity include isolating the City of Escondido Fire Protection District from the surrounding area and restricting or eliminating internal circulation due to the potential for collapsing of highway overpasses and underpasses, along with other bridges in the district, or an earth slide, and the potential for vertical movement rendering surface travel unduly burdensome or impossible.

### **Finding 3**

San Diego County Highway S6 bisects the City of Escondido Fire Protection District. Transportation vehicles carrying known toxic, flammable, explosive, and hazardous materials heavily travel this highway.

The potential for release or threatened release of a hazardous material along this route and others within the district is likely given the volume transported daily. Incidents of this nature will normally require all available emergency response personnel to prevent injury and loss of life and to prevent, as far as practicable, property loss. Emergency personnel responding to such aforementioned incidents may be unduly impeded and delayed in accomplishing an emergency response as a result of this

situation. With the potential result of undue and unnecessary risk to the protection of life and public safety and, in particular, endangering residents and occupants in buildings or structures without the protection of automatic fire sprinklers.

#### **Finding 4**

The City of Escondido Fire Protection District and Southern California are semi-arid regions and experience water shortages from time to time. Those shortages can have a severely adverse effect on water availability for fire fighting. Fires starting in sprinkled buildings are typically controlled by one or two sprinkler heads, flowing as little as 13 gallons per minute.

Hose streams used by engine companies on well-established structure fires operate at about 250 gallons per minute each, and the estimated water need for a typical residential fire is 1,250 to 1,500 gallons per minute, according to the Insurance Service Office and the International Fire Code.

Under circumstances such as, lack of water infrastructure, earthquakes, multiple fires and wildland fires within a community, the limited water demands needs of residential fire sprinklers would control and extinguish many fires before they spread from building to wildland. In such a disaster, water demands needed for conflagration firefighting probably would not be available.

#### **Finding 5**

The topography of the City of Escondido Fire Protection District presents problems in delivery of emergency services, including fire protection. Hilly terrain has narrow, winding roads, with little circulation, and much of these hills are covered with natural vegetation preventing rapid access and orderly evacuation. Much of these hills are covered with highly non-fire-resistive natural vegetation. In addition to access and evacuation problems, the terrain makes delivery of water extremely difficult. Some hill areas are served by water pump systems subject to failure in fire, high winds, earthquake, and other power failure situations. This would only allow domestic gravity feed water from tanks and not enough water for fire fighting.

#### **Finding 6**

Due to the topography in much of the City of Escondido Fire Protection District, it is very important that roadways be named and identified in order to facilitate emergency response.

#### **Finding 7**

Due to the topography in much of the City of Escondido Fire Protection District, steep, narrow and winding roads and areas of heavy brush are common. These features make it difficult for emergency response personnel to easily, and quickly find the location of the site that requires assistance. It is therefore essential that street

numbers and signs be easily readable to ensure the quickest response times for a given location.

### **Finding 8**

Due to the topography in much of the City of Escondido Fire Protection District, roadway condition, gates, angle of approach or departure, steeply sloping roadways and grades are common. In addition, combining potentially severe rainstorms and ground water retention of many areas of the District where there is expansive soil. This produces a condition wherein the moisture content of the soil is sufficient that roadways become damaged due to soil expansion and shrinkage. All weather, paved surfaces capable of supporting the imposed loads of fire apparatus are necessary to ensure access of emergency response personnel. These roadways, gates, approach angles, steep slopes, and grades can also make it difficult for fire apparatus and other emergency vehicles to access a site. It is therefore essential that these roadway accesses be provided with proper all weather, paved surfaces, angle of approach, grades and gate access.

### **Finding 9**

Areas in the City of Escondido Fire Protection District can have special fire prevention needs not fully covered by the provisions of the Fire Code itself. This is due to the unique topographic features, demographics, infrastructure, and local economics of the Fire District

### **Finding 10**

Due to the steeply sloping topography in the City of Escondido Fire Protection District, the potential exists that new and future development will result in taller buildings on smaller parcels. Defining mid-rise buildings as four stories or more in height and less than from 75 feet in height modifies the application of special provisions for these buildings to all occupancies. Because of the need to mitigate the potential danger of mid-rise buildings this change is necessary. In addition, the limitations of available fire-fighting equipment, limited availability of human resources in local fire departments, and the necessity to climb vertically up flights of stairs greatly impacting the response time to reach an incident scene, it necessary to define the height of mid-rise buildings. The reduced height and built in protection will mitigate extended fire department response time and keep incidents manageable.

### **Finding 11**

The topography of the City of Escondido Fire Protection District presents problems in delivery of emergency services, including fire protection. Hilly terrain has narrow, winding roads with little circulation, preventing rapid access and orderly evacuation. Much of these hills are covered with highly non-fire resistive natural vegetation. In addition to access and evacuation problems, the terrain makes delivery of

water extremely difficult. Some hill areas are served by water tank and pump systems are subject to failure in fire, high winds, earthquake and other power failure situations.

The aforementioned problems are set forth in the 2010 California Building Code and amendments.

### **Finding 12**

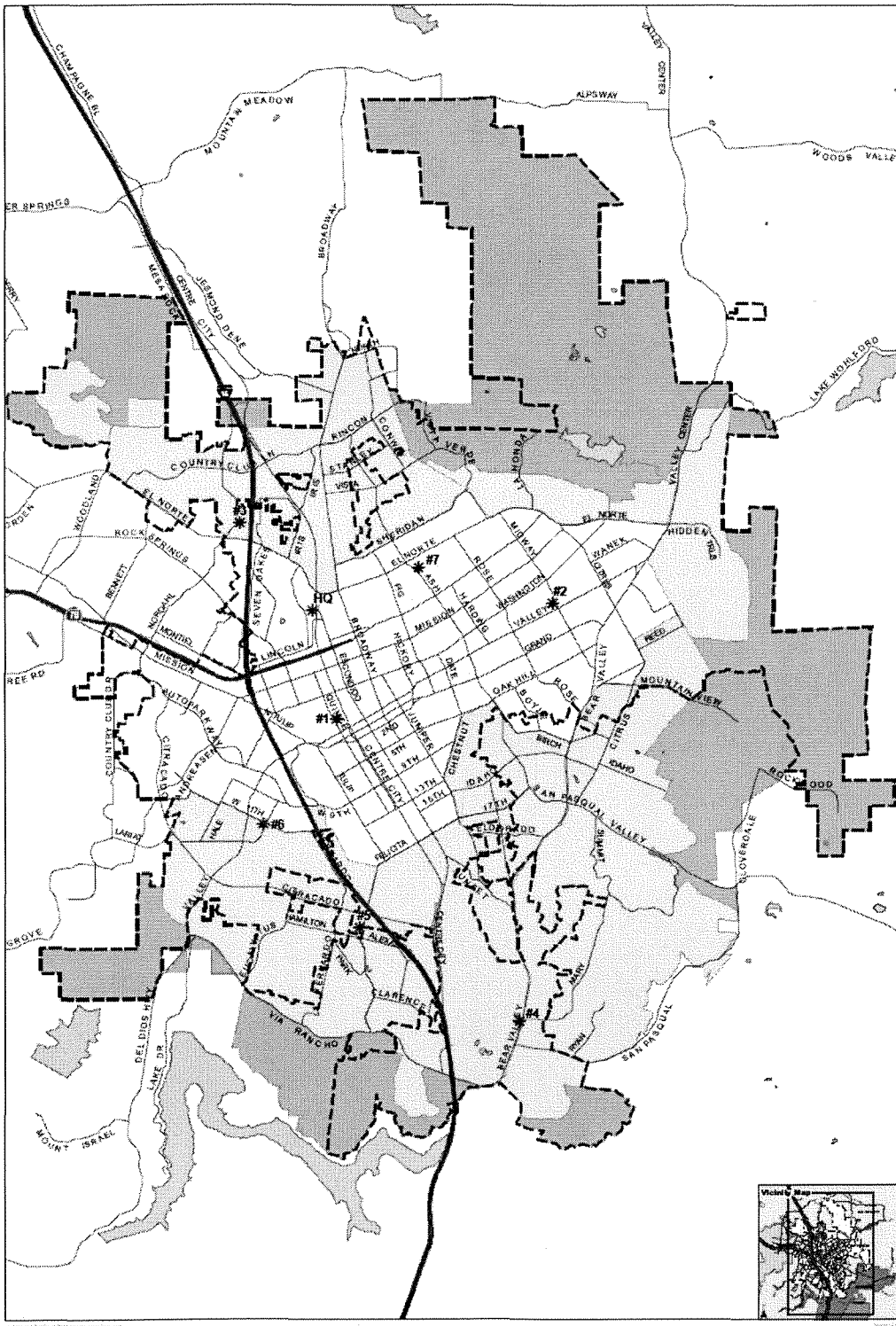
The seasonal climatic conditions during the late summer and fall create numerous serious difficulties regarding the control of and protection against fires in the City of Escondido Fire Protection District. The hot, dry weather typical of this area in summer and fall, coupled with Santa Anna winds and low humidity frequently results in wildfires that threaten or could threaten the City of Escondido Fire Protection District.


Although some code requirements, such as fire-resistive roof classification, have a direct bearing on building survival in a wildland fire situation, others, such as residential fire sprinklers, may also have a positive effect. In dry climate on low humidity days, many materials are much more easily ignited. More fires are likely to occur and any fire, once started, can expand extremely rapidly. Residential fire sprinklers can arrest a fire starting within a structure before the fire is able to spread to adjacent brush and structures.

A seasonal wind also have the potential for interfering with emergency vehicle access, delaying or making impossible fire responses, because of toppling of extensive plantings of dense chaparral, eucalyptus and confers trees. The trees are subject to uprooting in strong winds due to relatively small root bases compared to the tree itself. The aforementioned problems support the imposition of fire-protection requirements greater than those set forth in the Building Code or Fire Code.



### ATTACHMENT "B"



<p><b>City of Escondido</b>  <b>Fire Severity Zones</b></p>	<p><b>Severity Zones</b></p> <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> Moderate Danger</li> <li><span style="display: inline-block; width: 15px; height: 10px; border: 1px solid black; background-color: lightgray; margin-right: 5px;"></span> High Danger</li> <li><span style="display: inline-block; width: 15px; height: 10px; border: 1px solid black; background-color: darkgray; margin-right: 5px;"></span> Very High Danger</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> Police and Fire Headquarters</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> Fire Stations</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> Freeways</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> BASE.CE</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px dashed black; background-color: white; margin-right: 5px;"></span> Escondido City Boundary</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> Lakes</li> </ul>	<p>N</p> <p>Miles</p> <p>0 0.5 1</p>	 <p><small>ESCONDIDO GIS</small></p>
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ITEM NO.: **16**

AGENDA: 2/16/11

**THERE IS NO MATERIAL FOR THIS ITEM**

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.:** 17  
**Date:** February 16, 2011

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Lori Vereker, Director of Utilities

**SUBJECT:** UTILITIES DEPARTMENT CONCEPTUAL PLAN TO ADDRESS WASTEWATER CAPACITY AND WATER RELIABILITY

RECOMMENDATION:

It is requested that Council approve the conceptual plan developed by the Utilities Department to address wastewater capacity and also help to ensure water reliability.

BACKGROUND:

The City of Escondido faces several challenges with respect to the future of their water and wastewater utilities. The City is approaching capacity at the Hale Avenue Resource Recovery Facility (HARRF). Plans must begin very soon to design and build facilities which will guarantee capacity for future development. In addition, water reliability continues to be a focal point for all of southern California. Imported water rates continue to rise, while the quality and quantity of imported water continues to decline. The Utilities staff has developed a plan that will address both the wastewater capacity issue and also help to ensure reliability of our water supply.

The Proposed Plan:

Short Term:

- Increase use of recycled water for industrial/irrigation purposes. This will effectively reduce the discharge to the ocean through the outfalls.
- Work with Agriculture to provide a recycled water product that works for their purposes. Some of the growers even seem willing to provide land for recycled water tanks and pipelines.
- Close to closing a deal with Goal Line Energy (Iceoplex) to provide recycled water for their energy production plant.
- Bringing more schools and parks on line with recycled water irrigation.
- Negotiating with the Wild Animal Park on providing recycled water for their ponds and irrigation uses.
- Continue to look for new opportunities for recycled water use.

Long Term:

- Work toward 100% reuse of wastewater.
- Include backbone of purple pipe for large water users; in order to maintain our water revenues; we need to provide a source of water that is reliable and somewhat less expensive than our imported source for our large water users.
- Obtain approval for indirect potable reuse (IPR) of recycled water, similar to what City of San Diego is doing. Our challenges include: no groundwater basins to recharge; small drinking water reservoirs with a limited retention time; and public perception and education about recycled water as a drinking water source.
- Reducing current flows in the outfalls allows for the outfalls to generate revenue by using them as regional brine lines.
- Attempt to retain wet weather discharge permit.

Benefits of this approach:

- Less cost than upsizing outfalls and provides for more water within the community.
- Keeps water within the community rather than discharging to the ocean.
- Diversifies our water supply.
- Cheaper than desalination.
- Provides for a higher quality drinking water than we currently have.
- Helps our community reach goals of the state's 20/20 plan, mandating a 20% reduction in water use by the year 2020.
- Reduces the carbon footprint by reducing pumping of imported water.
- May save Escondido's Ag business if we can supply a cheaper water supply.
- An abundance of grant funding for this type of approach.

Next Steps:

- Implement recommendations from the Reverse Osmosis/ultra filtration pilot study that showed we needed to remove nutrients in order to meet Basin Plan requirements for the wet weather discharge permit and to provide a higher quality recycled water product.
- Pilot nutrient removal technology to determine needs for full scale implementation.
- Develop phased plan to build and implement IPR and other recycled water alternatives.
- Continue to work with Ag customers to provide recycled water for their irrigation.
- Continue to work with regulators and legislators to obtain approval for broader uses of recycled water including IPR.

The Utilities Director is also working with the Regional Water Quality Control Board to ensure they are supportive of this approach so that we can work in partnership with them as we move forward.

FISCAL ANALYSIS:

Approval of the conceptual plan is required because we are on the verge of spending a large amount on pilot studies and infrastructure costs. The preliminary cost to fully implement IPR is

Conceptual Plan  
February 16, 2011  
Page 3

estimated at about \$200M. However, the cost to upsize the outfalls is estimated at \$400M and that alternative provides no positive benefit to our City. We allowed for \$150M in our current rate study for this approach; the rate study looked at the 10 year CIP plan to determine bond issuance needs, debt coverage requirements, and timing of the CIP projects necessary to implement this plan. We envision that at least 50% of the needed funding will be generated through grants.

Respectfully submitted,

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

Lori Vereker  
Director of Utilities



ITEM NO.: 18

AGENDA: 2-16-11

- There is no material for this agenda item.

**THE FOLLOWING ITEM(S) WILL BE DISTRIBUTED WHEN AVAILABLE:**

- Staff Report
- Resolution No.: 2011-32
- Ordinance No.: \_\_\_\_\_
- Exhibits/Attachments: \_\_\_\_\_

**DUE TO THE SIZE OF THIS AGENDA ITEM:**

- COUNCIL MEMBERS:** A copy is in the Council Reading File
- Staff and others:** A copy is available in the City Clerks Office for viewing

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.:** 19

**Date:** February 16, 2011

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Gilbert Rojas, Director of Finance  
**SUBJECT:** Community Development Commission Partial Loan Repayment

**RECOMMENDATION:**

It is requested that the Community Development Commission (CDC) adopt CDC Resolution No. 2011-04. This resolution directs a partial repayment of the obligation owed by the CDC to the City and directs the transfer of certain properties from the CDC to the City for further public use.

**FISCAL ANALYSIS:**

\$20 million dollar payback to the General Fund proposed by this Resolution will result in short term cash flow issues for the Commission. The City will need to make policy decisions regarding the reservation and use of the funds.

**BACKGROUND:**

The Escondido Redevelopment Agency ("Agency") was established in December 1984 in connection with the adoption of the Escondido Redevelopment Plan ("Plan") and formation of a redevelopment project area ("Escondido Redevelopment Project Area"). The Agency later combined with the Escondido Housing Authority to form the Community Development Commission ("CDC"). The Agency was created by Ordinance 84-46 and the Escondido Redevelopment Plan was adopted by City Council Ordinance No. 84-85 on December 26, 1984. Ordinance 85-2 created the Escondido Community Development Commission.

The Commission consists of the members of the Escondido City Council, although the City and the Commission are legally separate entities. The cap on total tax increment that may be collected by the redevelopment agency is \$1.499 billion and the life of the Agency extends until 2025.

In December of 1984, the Commission entered into tax sharing agreements with the School Districts ("1984 Tax Sharing Agreements"), along with other taxing entities including the County of San Diego, the Rincon del Diablo Municipal Water District, the North County Cemetery District, the Palomar Pomerado Hospital District, the Palomar Community College District, and the San Marcos Unified School District. The original agreements with the Elementary School District and High School District were modified by Settlement Agreements in 1991 and 2009. All parties are now cooperatively sharing tax revenues. The present Settlement Agreement with the School Districts, approved and adopted by the City Council in 2009 provides that "Legislation adopted by the State Legislature...fundamentally

altering the statutory scheme on which this Agreement is based" is an act of uncontrollable force and the parties are excused from further compliance with the Settlement Agreement.

In 1988, the City and the Commission entered into a Cooperation Agreement. The Cooperation Agreement consolidated a number of prior City loans and advances which the City had made to the Commission into a single agreement that provided for repayment to the City from future tax increment, and provided for an interest rate which was tied to the City's cost of funds. Any balances remaining unpaid roll over to the next year.

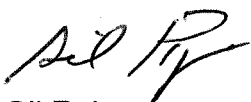
The City and the Commission have operated under the terms of this Cooperation Agreement since its adoption. Regular filing required by state statutes have evidenced the outstanding obligations of the Commission, including interest. The current amount owed by the Commission to the City is approximately \$32,602,134. The Housing Fund is owed \$3,399,292 by the Community Development Commission and the Traffic Impact Fund is owed \$922,095 by the Community Development Commission.

The proposed CDC Resolution 2011-04 transfers monies on hand in redevelopment funds to the City's general fund as a partial, advance repayment of the City Loan referenced above in the discussion of the Cooperative Agreement. Currently, redevelopment funds on hand include \$10 million set aside for the hotel, and \$10 million for cash flow purposes.

The City will segregate the 20 million dollars by recognizing that these funds will be a committed fund balance (self imposed limitations on the use of these funds) as defined in Governmental Accounting Standards Board (GASB) Statement No. 54. The commitment will be to spend the funds on capital projects that spur economic development. This could include the hotel project in the event it proceeds.

In addition to the proposed repayment of a portion of the outstanding loan made by the City to the CDC, it is also proposed that the Commission transfer certain parcels of real property to the City. These properties were originally purchased by the Commission and title is currently held by the Commission. Generally speaking the title arrangements were originally made based on financing needs (such as a bond issue secured by tax increment funding) or based on anticipated future use. To avoid any future uncertainty over the control or disposition of these properties, it is proposed that ownership be transferred to the City. These properties consist of 480 North Spruce Street and four vacant lots addressed as 314 E. Grand Avenue, 304 E. Grand Avenue, 112-118 N. Juniper Street and 316 E. Grand Avenue.

Respectfully submitted,



Gil Rojas  
Director of Finance



## RESOLUTION CDC NO. 2011-04

A RESOLUTION OF THE ESCONDIDO  
COMMUNITY DEVELOPMENT COMMISSION,  
AUTHORIZING A LOAN PAYMENT TO THE  
CITY OF ESCONDIDO, AND FURTHER  
AUTHORIZING THE TRANSFER OF  
CERTAIN REAL PROPERTY

WHEREAS, in 1988, the City of Escondido and the Escondido Community Development Commission ("Commission") entered into a Cooperation Agreement which consolidated a number of prior City loans and advances made to the Commission into a single agreement that provided for repayment to the City from anticipated future tax increment, and provided for an interest rate which was tied to the City's cost of funds; and

WHEREAS, the City and the Commission have operated under the terms of this Cooperation Agreement since its adoption, and have duly made regular filings required by state statute, all of which have evidenced the outstanding obligations of the Commission, including interest; and

WHEREAS, the current amount owed by the Commission to the City is approximately \$32,602,134; and

WHEREAS, the Housing Fund is owed \$3,399,292 by Commission and the Traffic Impact Fund is owed \$922,095 by Commission; and

WHEREAS, the Commission wishes to make a payment of \$20 million on the outstanding loan balance owed to the City of Escondido; and

WHEREAS, the Commission has also acquired properties and wishes to transfer the properties to the City for either use or disposition which would be consistent with the original intent of the acquisitions.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Commission, as follows:

1. That the above recitations are true.
2. That a payment in the amount of \$20 million dollars of accumulated Community Development Commission tax increment be made immediately to the City of Escondido, for the purpose of reducing the amount of outstanding debt owed by the Commission to the City of Escondido.
3. The Chair and Secretary are hereby authorized and directed to transfer title of real property addressed as 480 North Spruce St., and title to four vacant lots addressed as 314 E. Grand Ave, 304 E. Grand Ave, 112-118 N. Juniper St., and 316 E. Grand Ave. to the City of Escondido.

# CITY COUNCIL

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

Agenda Item No.: 20

Date: February 16, 2011

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Gilbert Rojas, Director of Finance

**SUBJECT:** Fiscal Year 2011/12 Preliminary Budget Review

RECOMMENDATION:

It is requested that Council provide direction to staff.

FISCAL ANALYSIS:

The 2011/12 Preliminary Sources and Uses for the General Fund Budget showed a \$2.8 million dollar gap. The direction of the City Council was to look at specific areas of city operations for cost savings that would result in a budget that does not rely on reserves.

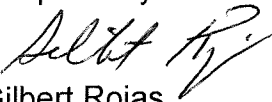
PREVIOUS ACTION:

A 2011/12 budget overview was presented to the City Council on January 26, 2011. Staff was directed to report back to Council with a "blueprint" on addressing the 2.8 million dollar gap in General Fund Sources and Uses,

BACKGROUND:

At the City Council meeting on January 26, 2011 the City Council directed the City Manager to look at cost savings within the following areas, Pension Reform, the Branch Library, Recreation, California Center for the Arts, funding to Outside Agencies, and Police. In addition the City Council has also requested that staff evaluate the possibility of outsourcing specific city functions and/or making existing services more efficient. The following services will be evaluated for cost efficiency vs. the private sector, Fleet Management, Building maintenance, Parks and Landscaping, Recreation, and Library services. Also the Fire Department policy of constant manning will be evaluated for cost efficiency.

Respectfully submitted,

  
Gilbert Rojas  
Director of Finance

**FUTURE CITY COUNCIL AGENDA ITEMS**  
**February 10, 2011**

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

Green Sheet Due by Noon on Monday, 2/7/11  
Staff Reports/Resos due by Noon on Tuesday 2/15/11

**FEBRUARY 23, 2011 – NO MEETING**

Green Sheet Due by Noon on Monday, 2/14/11  
Staff Reports/Resos due by Noon on Tuesday 2/22/11

**MARCH 2, 2011**

<b>4:30 p.m..</b>	
<b>Presentation: San Diego Enforcers (Neal Griffin) and MAP Foundation for Academic Success (Jim Wiese)</b>	
<b>CONSENT CALENDAR</b>	
1	<p><b>Fourth Quarter 2010 Treasurer's Report</b> (K. Hugins)</p> <p><i>In accordance with the City's Investment Policy, the City Treasurer is required to submit an investment report to the City council for review on a quarterly basis. The report will include the type of investment, issuer, date of maturity, par value, book value and market value for each security held by the City.</i></p>
2	<p><b>Adoption of the 2010 California Building, Residential, Electrical, Plumbing, Mechanical and Green Building Standards Codes with Local Amendments –<u>set public hearing for 3/16</u></b> (B. Redlitz)</p> <p><i>The 2010 California Building Standards Code became effective for enforcement statewide on January 1, 2011. Local adoption of code amendments is required.</i></p>
3	<p><b>Landscape Maintenance District Annexation and Budget Adjustment</b> (F. Schmitz)</p> <p><i>The owners of Tract 934 have requested the annexation of their property into the City of Escondido Landscape Maintenance District in order to provide ongoing maintenance of the proposed landscape improvements being built in the City right-of-way and landscape easement areas in conjunction with the development of their property. Funding for the budget adjustment comes from the annexation fee provided by the developer.</i></p>

	<b>MARCH 2, 2011 CONT'D</b>
	<b>PUBLIC HEARINGS:</b>
4	<b>Ballfield Park: Disposition and Development Agreement (TENTATIVE)</b> (C. Grimm/J. Epp)
	<b>CURRENT BUSINESS</b>
	<b>Future Agenda Items (M. Whalen)</b>