



Council Meeting Agenda

April 25, 2012

CITY COUNCIL CHAMBERS

3:30 p.m. Closed Session; 4:30 p.m. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	Sam Abed
DEPUTY MAYOR	Marie Waldron
COUNCIL MEMBERS	Olga Diaz Ed Gallo Michael Morasco
CITY MANAGER	Clay Phillips
CITY CLERK	Diane Halverson
CITY ATTORNEY	Jeffrey Epp
DIRECTOR OF COMMUNITY DEVELOPMENT	Barbara Redlitz
DIRECTOR OF ENGINEERING SERVICES	Ed Domingue

ELECTRONIC MEDIA:

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

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

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

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



Council Meeting Agenda

**April 25, 2012
3:30 p.m. Meeting**

Escondido City Council

CALL TO ORDER

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

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.)

CLOSED SESSION: (COUNCIL/CDC/RRB)

I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)

- a. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Police Officers' Association
- b. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Escondido City Employee Association: Administrative/Clerical Engineering (ACE) Bargaining Unit
- c. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Escondido City Employee Association: Supervisory (SUP) Bargaining Unit
- d. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Non-Sworn Police Bargaining Unit

II. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code 54956.9(a))

- a. Rincon Band of Mission Indians, et al. v Escondido Mutual Water Company, et al., Civil Action Nos. 69-217S and 72-271S

ADJOURNMENT



Council Meeting Agenda

**April 25, 2012
4:30 p.m. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

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

PRESENTATIONS: California Park and Recreation Society Awards
Coach Tom Winter

PROCLAMATIONS: Earth Day and Water Awareness Poster Contest Awards Ceremony

ORAL COMMUNICATIONS

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CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES: Regular Meeting of March 28, 2012**

4. **PARK DEVELOPMENT OPPORTUNITIES** – Request Council authorize the Director of Community Services to submit an application to the California Department of Housing and Community Development (HCD) for a Housing-Related Parks Program Grant in the amount of \$219,650. These funds can be used for park development, anywhere in the city without future obligation. The city is eligible to apply because of prior affordable housing units.

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

RESOLUTION NO. 2012-57

5. **AWARD REQUEST FOR PROPOSAL FOR A CALL CENTER AND INTEGRATED VOICE RESPONSE SOLUTION FOR UTILITY BILLING DIVISION** – Request Council approve the award of Request for Proposal to Advanced Call Processing Inc. of Carlsbad, California in the amount of \$125, 262.

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

RESOLUTION NO. 2012-60

6. **GRANT DEED AND PURCHASE & SALE AGREEMENT: 2165 VILLAGE ROAD (OLD FIRE STATION #3)** – Request Council authorize the Real Property Manager and City Clerk to execute a Grant Deed and Purchase & Sale Agreement effectuating the sale of real property at 2165 Village Road.

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

RESOLUTION NO. 2012-66

7. **ESCONDIDO CITY EMPLOYEES ASSOCIATION'S ADMINISTRATIVE, CLERICAL & ENGINEERING BARGAINING UNIT SEVERANCE PACKAGE FOR AFFECTED EMPLOYEES IN THE HOUSING DIVISION OF THE COMMUNITY SERVICES DEPARTMENT DUE TO LAYOFF** – Request Council approve the severance package for the affected ECEA Administrative, Clerical and Engineering group members in the Housing Division of the Community Services Department.

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

RESOLUTION NO. 2012-61

CONSENT CALENDAR CONTINUED

8. **UNCLASSIFIED EMPLOYEE GROUP SEVERANCE PACKAGE FOR AFFECTED EMPLOYEES IN THE HOUSING DIVISION OF THE COMMUNITY SERVICES DEPARTMENT DUE TO LAYOFF** – Request Council approve the severance package for the affected Unclassified Employee group members in the Housing Division of the Community Services Department.

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

RESOLUTION NO. 2012-62

9. **SENIOR NUTRITION PROGRAM BUDGET ADJUSTMENT** – Request Council approve a transfer of \$25,000 from the Joslyn Trust into the General Fund to offset increased costs to the Senior Nutrition Program; and request Council authorize the City Manager and Director of Finance to make the necessary adjustments to the Nutrition and the Senior Center Budget.

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

10. **AWARD AN EMERGENCY CONTRACT TO NRC ENVIRONMENTAL FOR CLEANUP ACTIVITIES RELATED TO THE RECENT SODIUM HYDROXIDE SPILL** – Request Council award an emergency contract to NRC Environmental for cleanup activities at and near the Water Treatment Plant for an amount not to exceed \$2,000,000.

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

RESOLUTION NO. 2012-69

PUBLIC HEARINGS

11. **FISCAL YEAR 2012-2013 ONE-YEAR ACTION PLAN FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) FUNDS** – Request Council solicit and consider citizen input on the FY 2012-2013 Action Plan for use of CDBG and Home funds; approve the HOME Budget; authorize the Director of Community Services and the City Clerk to execute contracts as appropriate; and approve the submittal of the FY 2012-2013 Action Plan to the U.S. Department of Housing and Urban Development (HUD). In the alternative, Council may choose to modify the recommended FY 2012-2013 Action Plan for the allocation of CDBG and HOME funds.

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

RESOLUTION NO. 2012-70

PUBLIC HEARINGS CONTINUED

12. **AMENDMENT TO THE MUNICIPAL CODE (AZ 12-0002)** – Request Council provide direction to amend the Municipal Code Section 20-2 regarding residency requirements for Planning Commissioners to increase the number of Planning Commissioners permitted to live outside the city limits but within the Escondido General Plan boundary from one to three, or take action to remove the recently appointed commissioner who resides outside city limits.

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

CURRENT BUSINESS

13. **FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FISCAL YEAR 2012-2013 CIP BUDGET UPDATE** – Request Council direct staff to move forward on preparing the Capital Improvement Program.

Staff Recommendation: Receive direction **(Finance: Gil Rojas)**

14. **FISCAL YEAR 2012-13 BUDGET UPDATE**

Staff Recommendation: None **(Finance: Gil Rojas)**

15. **PLOT PLAN TO MODIFY THE TALK OF THE TOWN CARWASH/ RESTAURANT PROJECT (ADM 12-0007)** – Request Council deny without prejudice the proposed modification to add a second driveway to the previously approved Talk of the Town project.

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

16. **DESIGNATION OF ENFORCEMENT AUTHORITY FOR THE ESCONDIDO CAMPAIGN CONTROL ORDINANCE** – Request Council designate George Eiser III, Esq. and the law firm of Meyers Nave as the enforcement authority for the Escondido Campaign Control Ordinance for the 2012 Municipal Election, as required by the Escondido Municipal Code Section 2-115.5 (c).

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

RESOLUTION NO. 2012-67

FUTURE AGENDA

17. **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: Diane Halverson**)

ORAL COMMUNICATIONS

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COUNCIL MEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
May 2	Wednesday	4:30pm	Town Hall Meeting	Council Chambers
May 9	Wednesday	3:30 & 4:30pm	Council Meeting	Council Chambers
May 16	-	-	No Meeting	-
May 23	Wednesday	3:30 & 4:30pm	Council Meeting	Council Chambers

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. 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 U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and 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 in Closed Session and 4:30 in Open Session.**

(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.

CITY OF ESCONDIDO
March 28, 2012
3:30 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 3:30 p.m. on Wednesday, March 28, 2012 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE

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

Deputy Mayor Waldron arrived at 3:45 p.m.

ORAL COMMUNICATIONS

Brandon Byler, Escondido, indicated he was accepting a position with another city that paid a higher wage.

Lisa Prazeau, Escondido, stated she disapproved of the pay raises that were given to management staff.

Karen Tatge, Escondido City Employee Association, expressed disappointment that management and regular employees were not treated equally.

Ralph Ginese, Escondido City Employee Association, voiced concern with the management pay raises.

Juliette Barnes, Escondido, stated the Police Department was losing personnel due to low pay wages.

Mike O'Connor, Valley Center, indicated that the management pay raises were wrong.

CLOSED SESSION: (COUNCIL/CDC/RRB)

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to recess to Closed Session. Motion carried unanimously.

I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)

- a. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Police Officers' Association
- b. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Escondido City Employee Association: Administrative/Clerical Engineering (ACE) Bargaining Unit
- c. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Escondido City Employee Association: Supervisory (SUP) Bargaining Unit
- d. Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Non-Sworn Police Bargaining Unit

II. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code §54957)

- a. City Manager
- b. City Attorney

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

- a. Property: 455 N. Quince
City Negotiator: Debra Lundy, Real Property Negotiator
Negotiating parties: Wickline Bedding
Under negotiation: Terms of Lease Agreement

ADJOURNMENT

RECESSED TO 4:30 P. M. MEETING AT 4:38 P.M.

CITY OF ESCONDIDO
March 28, 2012
4:30 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 4:40 p.m. on Wednesday, March 28, 2012 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; Diane Halverson, City Clerk; and Liane Uhl, Minutes Clerk.

PROCLAMATIONS

Mayor Abed introduced Jo Ann Greenberg, City Librarian, who accepted a proclamation for April as National Library Month April 1-30, 2012.

Mayor Abed introduced Bill Stephensen, American Legion Post 149, who accepted a proclamation for Escondido as a Purple Heart City.

PRESENTATION

Mayor Abed introduced Jo Ann Greenberg and Donna Feddern, Escondido Library, who gave a presentation on the LibraryYou Program.

ORAL COMMUNICATIONS

Paul Woodward, Escondido Police Department, asked Council to give pay raises to the police officers.

Julius Turner, Escondido, indicated that all employees needed a pay raise.

Stephen Thompson, Escondido, stated that police officer morale was low and the police department was losing good officers.

Art Stephens, Escondido, urged Council to give police officers pay raises.

Robroy Fawcett, Escondido, distributed information and indicated he did not support voting districts.

Greg Raedel, Escondido, stated he did not agree with the pay raises that were given to top management.

Lisa PrazEAU, Escondido, indicated the top management employees should not have received a pay raise.

Mike O'Connor, Valley Center, stated that all employees should receive pay raises.

Carmen Miranda, Escondido, indicated that she did not agree with pay raises to top management.

CONSENT CALENDAR

Councilmember Gallo removed items 4 and 8 and Councilmember Morasco removed items 5, 6 and 10 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Waldron that the following Consent Calendar items be approved with the exception of items 4, 5, 6 8 and 10. 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. **2011 ANNUAL HOUSING REPORT** – Request Council authorize staff to submit the Annual Element Progress Report to the State Office of Planning and Research and the Department of Housing and Community Development. (File No. 0875-70)

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

Councilmember Gallo asked if the rent subsidy was going to be implemented.

Jerry Van Leeuwen, Community Services Director, indicated the rent subsidy would be covered in a later agenda item.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Waldron to authorize staff to submit the Annual Element Progress Report to the State Office of Planning and Research and the Department of Housing and Community Development. Motion carried unanimously.

5. **AGRICULTURAL WATER CONSERVATION AND EFFICIENCY GRANTS** – Request Council authorize the staff to submit an application for funding from the Agricultural Water Conservation and Efficiency Grants Program. (File No. 0840)

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

RESOLUTION NO. 2012-51

Councilmember Morasco asked if there were restrictions on the grant.

Chris McKinney, Utilities Director, indicated there were no restrictions.

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Gallo to authorize the staff to submit an application for funding from the Agricultural Water Conservation and Efficiency Grants Program and adopt Resolution No. 2012-51. Motion carried unanimously.

6. **BID AWARD FOR THE 2011-2012 STREET MAINTENANCE PROJECT AND BUDGET ADJUSTMENT** – Request Council: 1) Determine the apparent low bid submitted by Construction Testing and Engineering of Escondido to be non-responsive, 2) Accept the request to withdraw the bid submitted by the second apparent low bidder Granite Construction Company of Vista, 3) Authorize the Mayor and City Clerk to execute a Public Improvement Agreement with George Weir Asphalt Construction, Inc. in the amount of \$5,020,004 for the 2011-2012 Street Maintenance Project, and 4) Approve a budget adjustment in the amount of \$430,000 from the General Plan fund to increase the funding for this project. (File No. 0600-10 [A-3039])

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

RESOLUTION NO. 2012-36

Councilmember Morasco asked for clarification of the bidding process if all of the bidders were non-responsive.

Ed Domingue, Engineering Services Director, answered that Council rejects all bids and the City goes through the bidding process again.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to determine the apparent low bid submitted by Construction Testing and Engineering of Escondido to be non-responsive, accept the request to withdraw the bid submitted by the second apparent low bidder Granite Construction Company of Vista, authorize the Mayor and City Clerk to execute a Public Improvement Agreement with George Weir Asphalt Construction, Inc. in the amount of \$5,020,004 for the 2011-2012 Street Maintenance Project, approve a budget adjustment in the amount of \$430,000 from the General Plan fund to increase the funding for this project and adopt Resolution No. 2012-36. Motion carried unanimously.

7. **CONSULTING AGREEMENT FOR BUSINESS LICENSE TAX AUDIT SERVICES** – Request Council approve a consulting agreement with MuniServices, LLC to conduct a business license tax audit and compliance program. The program would identify business entities which are operating within the City without valid business licenses, and assist in the licensing and collection of business license revenue. (File No. 0600-10 [A-3045])

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

RESOLUTION NO. 2012-48

8. **AWARD BID FOR 2012 INTERNATIONAL NAVISTAR TYPE III BRUSH FIRE ENGINE –** Request Council approve the bid award to Kovatch Mobile Equipment Corporation (KME) in the amount of \$331,443, excluding sales tax, for a 2012 International Navistar Type III Brush Fire Engine. (File No. 0470-35)

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

RESOLUTION NO. 2012-49

Councilmember Gallo asked how many brush engines the City owned.

Russ Knowles, Fire Division Chief, indicated the City owned 5 engines and they were needed for the unincorporated area.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve the bid award to Kovatch Mobile Equipment Corporation (KME) in the amount of \$331,443, excluding sales tax, for a 2012 International Navistar Type III Brush Fire Engine and adopt Resolution No. 2012-49. Motion carried unanimously.

9. **2011 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) AND BUDGET ADJUSTMENT –** Request Council authorize the Fire Chief to accept and execute grant documents on behalf of the City for the grant award of \$330,353 from the Federal Fiscal Year 2011 Assistance to Firefighters Grant Program. Staff is also requesting Council approve increasing the Fire Department Operating Budget for the grant matching portion of \$66,071 and the budget adjustment establishing a capital project for the federal grant portion. (File No. 0480-70)

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

RESOLUTION NO. 2012-50

10. **OVERSIGHT BOARD FORMATION: –** Request Council consider and act upon Mayoral appointments to the Oversight Board. (File No. 0120-10)

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

Councilmember Morasco as what the length of term would be.

Jeffrey Epp, City Attorney, indicated there was a four year term. Mayor Abed appointed Clay Phillips, City Manager, and Gil Rojas, Finance Director, to the Oversight Board.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to ratify Mayor Abed's appointments to the Oversight Board. 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 titles of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

- 11. SECOND AMENDMENT TO THE HALL LAND CO. DEVELOPMENT AGREEMENT FOR TRACT 932 (2005-47-DA) – APPROVED WITH A VOTE OF 5/0 ON MARCH 21, 2012.**
(File No. 0800-10 Tract 932)

ORDINANCE NO. 2012-09 (Second Reading and Adoption)

CURRENT BUSINESS

- 12. REAFFIRM PRIORITIES FOR FISCAL YEAR 2012-2013 HOME FUNDS AND OTHER AFFORDABLE HOUSING FUNDS FOR AFFORDABLE HOUSING ACTIVITIES** – Request Council provide direction on the use of HOME funds and other Affordable housing resources for the Fiscal Year 2012-2013. (File No. 0875-55)

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

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

Don Greene, Escondido, indicated the Coalition of Escondido Mobile/Manufactured Home Voters would work with the City to help keep the senior rent subsidy.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Waldron to approve staff recommendations with the recommendation to explore priorities to provide a 30% senior rent subsidy. Motion carried unanimously.

PUBLIC HEARINGS

- 13. REAFFIRM COMMUNITY DEVELOPMENT PRIORITIES OF THE FISCAL YEAR 2010-2015 CONSOLIDATED PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG); APPROVE ALLOCATION PROCESS FOR FY 2012-2013 CDBG-FUNDED ACTIVITIES; APPROVE AMENDMENT TO FY 2011-2012 ONE YEAR ACTION PLAN FOR CDBG TO ALLOCATE \$60,000 IN UNALLOCATED FUNDS TO PURCHASE COMPUTER EQUIPMENT FOR THE PROPOSED EAST VALLEY COMMUNITY CENTER COMPUTER LAB.** – Request Council conduct a public hearing to review and reaffirm the community development priorities adopted in the 2012-2015 Five- Year Consolidated Plan for CDBG. (File No. 0870-11)

Staff Recommendation: Approval (**Neighborhood Services: Rich Buquet**)

Rich Buquet, Neighborhood Services Manager, and Danielle Lopez, Neighborhood Services, 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.

Melinda Brady, Escondido, urged Council to continue funding Meals on Wheels.

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

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Gallo to review and reaffirm the community development priorities adopted in the 2012-2015 Five- Year Consolidated Plan for CDBG, removing the AIDS portion. Motion carried unanimously.

- 14. ZONING CODE AMENDMENT TO ADD CARGO CONTAINER RESTRICTIONS TO THE ZONING CODE (AZ 11-0001)** – Request Council approve an amendment to the Escondido Zoning Code cargo containers restrictions. (File No. 0810-20)

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

ORDINANCE NO. 2012-07 (Introduction and First Reading)

Barbara Redlitz, Community Development Director, gave the staff report and presented a series of slides.

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

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz to approve an amendment to the Escondido Zoning Code cargo containers restrictions and introduce Ordinance No. 2012-07. Motion carried unanimously.

CURRENT BUSINESS

- 15. ENERGY ROADMAP REPORT AND RECOMMENDATIONS AND BUDGET ADJUSTMENT –** Request Council receive a report from the SANDAG Energy Roadmap Program; and request approval of up to \$450,000 from the Recycling Fund Balance to install some of the energy conservation improvements recommended by SANDAG, for other improvements associated with the installation of solar photovoltaic panels at certain City facilities and exploration of electric vehicle charging stations. (File No. 0145-60)

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

Jerry Van Leeuwen, Community Services Department, introduced Susan Freedman, SANDAG, and Andy Hoskinson, Eco Tality, who gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Morasco to approve funding \$200,000 for the East Valley Community Center and Sports Center Parking Lots. Motion carried unanimously.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Gallo to approve funding of \$35,000 for ball park lights. Motion carried unanimously.

- 16. FISCAL YEAR 2012-2013 BUDGET BRIEFING –** Request Council provide direction regarding the Fiscal Year 2012-2013 General Fund Operating Budget. (File No. 0430-30)

Staff Recommendation: Provide direction (**Finance Department: Gilbert Rojas**)

Gil Rojas, Finance Director, gave the staff report and presented a series of slides.

Roy Garrett, Escondido, indicated there was space at the East Valley Community Center that could be used for economic development.

COUNCIL ACTION: Gave direction to staff to return with a cost analysis to include staff step increases and other previously cut benefits.

- 17. A STATUS REPORT ON THE GENERAL PLAN UPDATE, CLIMATE ACTION PLAN, DOWNTOWN SPECIFIC PLAN, AND DRAFT ENVIRONMENTAL IMPACT REPORT (EIR) (CASE NO.: PHG 09-0020, PHG 10-0016).** – Request Council review comments received to date pertaining to the Draft General Plan Update; 2) Consider modifications to General Plan policies and residential land use designations to address issues raised by the public; 3) Discuss alternatives for locating homeless shelters in concert with the updated General Plan Housing Element; 4) Initiate a private property owner request for a General Plan Amendment involving approximately 2.1 acres from Light Industrial to General Commercial (2120 – 2122 W. Mission Road); 5) Direct staff to further refine the General Plan policies based on comments received; 6) Continue to receive public input upon request for consideration; and 7) Forward the General Plan, Climate Action Plan, Downtown Specific Plan and EIR to the Planning Commission in May for their final recommendation. (File No. 0830-20)

Staff Recommendation: Review materials, consider staff recommendations and provide direction.
(Community Development Department / Planning: Barbara Redlitz)

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

M.A. Mareck, Escondido, asked that amenities for residential projects; i.e. sewer, schools, open space be included in the general plan.

Rick Moore, Escondido, voiced concern regarding placing land parcel usage on the ballot and asked that the plan contain language for a series of votes on parcel usage changes.

COUNCIL ACTION: Gave direction to staff to obtain further input from the Chamber of Commerce and School Districts.

- 18. STATUS REPORT, BUDGET ADJUSTMENT AND BID AWARD – DALEY RANCH** – Request Council accept the status report; approve a budget adjustment totaling \$725,550 for the road rehabilitation project and other Daley Ranch improvements; and authorize the Mayor and the City Clerk to execute an agreement with Asphalt and Concrete Enterprises, Inc. in the amount of \$165,868 for the Daley Ranch Access Road Rehabilitation Project. (File No. 0600-10 [A-3041])

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

RESOLUTION NO. 2012-33

THIS ITEM WAS CONTINUED TO THE APRIL 18, 2012 MEETING.

WORKSHOP

FUTURE AGENDA

19. **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: Diane Halverson**)

ORAL COMMUNICATIONS

Ann McDonald, Escondido, stated that the unfinished City Plaza Development on Escondido Blvd. needed repair and asked that the Joslyn Senior Center keep its name.

COUNCIL MEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING

Councilmember Gallo stated he went to the new Escondido Gelato Store in Escondido.

Mayor Abed indicated that Women' Week in Escondido was continuing through the end of March.

CLOSED SESSION: (COUNCIL/CDC/RRB)

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz to recess back into Closed Session at 9:50 p.m. Motion carried unanimously.

After recessing back into Closed Session to discuss the performance evaluation item for the City Manager and City Attorney, the Council met among themselves. They then called the City Manager and City Attorney back into the room for discussion. Discussion continued until approximately 11:30 p.m., at which time Councilmember Diaz left.

ADJOURNMENT

Mayor Abed adjourned the meeting at 11:38 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: April 25, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Jerry H. Van Leeuwen, Director of Community Services
SUBJECT: Park Development Opportunities

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-57 authorizing the Director of Community Services to submit an application to the California Department of Housing and Community Development (HCD) for a Housing-Related Parks Program Grant.

FISCAL ANALYSIS:

The requested grant will provide up to \$219,650 to be used for park and recreation facility creation, development or rehabilitation. No match is required.

PREVIOUS ACTION:

The City received similar funds and used them to install improvements at the Joslyn Senior Center.


BACKGROUND:

HCD has provided an opportunity to submit grant applications to park and recreation facility creation, development or rehabilitation. The purpose of this program is to provide financial incentives to cities and counties with documented housing starts for newly constructed units affordable to very low or low-income households. Due to City investment in Juniper Senior Village and The Crossings, the City is now able to apply for \$219,650 in order to construct, rehabilitate or acquire capital assets and/or costs incidental to but directly related to the construction or acquisition of a capital asset. The application does not obligate the City for any future activity but acknowledges past efforts. Possible projects include funding a community garden (open to all) at El Norte Blvd and Broadway as a part of the El Norte Apartments project, funding a portion of the Creekwalk build out at Elm Street, or another activity. The application does not require the City to identify the specific project to be funded. However, a resolution from the Council is required to complete the application by April 30, 2012.

The City will be notified of the grant award. At that time, the amount of the award will be known and options on various projects will be brought to Council for discussion and direction.

Park Development Opportunities
April 25, 2012
Page 2

Respectfully submitted,



Jerry VanLeeuwen, Director
Community Service

RESOLUTION NO. 2012-57

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING APPLICATION FOR
HOUSING-RELATED PARKS PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated December 2, 2011 ("NOFA"), under its Housing Related Parks ("HRP") Program; and

WHEREAS, the City of Escondido ("Applicant") desires to apply for a HRP Program grant and submit the 2011 Designated Program Year Application Package released by the Department for the HRP Program; and

WHEREAS, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard 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. Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released January 2012 for the 2011 Designated Program Year. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), and any and all other documents required or

deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").

3. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit "A" of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

4. That the Director of Community Services and the City Clerk are hereby authorized to execute in the name of the Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5
Date: April 25, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Gilbert Rojas, Director of Finance
SUBJECT: Award Request for Proposal for a Call Center and Integrated Voice Response Solution for Utility Billing Division

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-60 approving the award of Request for Proposal to Advanced Call Processing Inc of Carlsbad, California in the amount of \$125,262.41 for a Call Center and Integrated Voice Response Solution for Utility Billing Division. The purpose of the proposal is to replace the existing Zeacom QMaster Application equipment and a separate, non-integrated, end-of-life, DOS based dial-in system for automated account information.

Utility Billing Division utilizes the current application as a telephone system that improves responsiveness to customers calling for water, sewer, trash, and recycling services for residential and commercial accounts. The Zeacom QMaster Application is approximately seven years old and it is recommended for replacement, due to the age of the hardware, integration reliance, and reliability and performance factors. Additionally, technological advances with the new Call Center and Integrated Voice Response Solution offer stand-alone systems that are engineered to operate independently of our telecommunications equipment, which provides another level of redundancy in the event of a system failure. Enhanced features such as automated account information (IVR) and call recording are now built-in and require less vendor support to manage.

Utility Billing Division receives an average of 200 calls per day and with this new Call Center and Integrated Voice Response Solution, we will be able to offer improved call routing options, better call management services, easier account access and information for our customers, supervisory support, and accurate statistical data for performance reporting. In addition, all calls will now be reliably recorded and securely stored.

FISCAL ANALYSIS:

Sufficient funds are budgeted in the water and waste water funds.

BACKGROUND:

On February 13, 2012, request for proposals were mailed to eleven vendors and on March 26, 2012, three proposals were received and opened. The results are as follows:

Vendor	Amount
Advanced Call Processing Inc	\$ 125,262.41
Interactive Intelligence	153,920.18
Atel Communications Inc	173,455.69

Mark Becker, Information Systems Director and his staff, have reviewed all proposals and recommend the award to Advanced Call Processing Inc of Carlsbad, California as the lowest most responsive and responsible bidder who met the City's specifications.

Respectfully submitted,



Gilbert Rojas,
Director of Finance

DATE

TO: Blanca Wolf

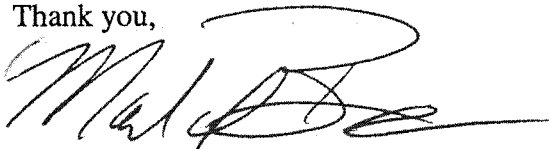
FROM: Mark Becker

SUBJECT: RFP 12-01 Call Center & Integrated Voice Response

After reviewing the submitted proposal, we agree that Advanced Call Processing is the lowest responsible and responsive bidder who meets the City specifications and minimum requirements for the Call Center.

We are comfortable recommending that Advanced Call Processing is awarded the bid and taking their proposal to Council for approval.

Thank you,



Mark Becker

RESOLUTION NO. 2012-60

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING CITY COUNCIL TO APPROVE
THE PROPOSAL AWARD OF A CALL CENTER
AND INTEGRATED VOICE RESPONSE
SOLUTION FOR UTILITY BILLING DIVISION

WHEREAS, sufficient funds are located in the Water and Waste Water Funds;
and

WHEREAS, a notice inviting proposals was duly published; and

WHEREAS, on February 13, 2012, request for proposals for a Call Center and
Integrated Voice Response Solution for Utility Billing Division was mailed to eleven
vendors; and

WHEREAS, three proposals were opened and evaluated on March 26, 2012;
and

WHEREAS, the apparent low proposal, submitted by Advanced Call Processing
Inc. as determined to be the lowest most responsive and responsible bidder who met
the City's bid specifications; and

WHEREAS, staff recommends awarding the proposal to Advanced Call
Processing Inc. in the amount of \$125,262.41; and

WHEREAS, this City Council desires at this time and deems it to be in the best
public interest to award the proposal to Advanced Call Processing Inc.

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

1. That the above recitations are true.
2. That City Council accepts the recommendation of staff and finds Advanced Call Processing Inc. to be the lowest most responsive and responsible bidder who met the City's proposal specifications.
3. That the City Council is authorized to approve on behalf of the City, the proposal award with Advanced Call Processing Inc. for a Call Center and Integrated Voice Response Solution for Utility Billing Division.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: April 25, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Debra Lundy, Real Property Manager

SUBJECT: Grant Deed and Purchase & Sale Agreement: 2165 Village Road (Old Fire Station #3)

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-66 authorizing the Real Property Manager and City Clerk to execute a Grant Deed and Purchase & Sale Agreement effectuating the sale of real property at 2165 Village Road (Old Fire Station #3).

FISCAL ANALYSIS:

\$275,000.00 gross sales price will be deposited into the City's general fund.

PREVIOUS ACTION:

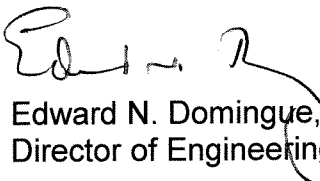
Council authorized the disposition of the subject property in April 2010 and accepted the current purchase price in August 2011.

BACKGROUND:

The subject property was improved with a fire station in 1976 in conjunction with the Escondido Hills Planned Development. The station was intended to serve north Escondido. The fire station was vacated in July 2008 when fire station personnel relocated to the new fire station No. 3 on Nutmeg Street, where they could provide improved response times and meet quality of life standards. The subject property was then leased to a private firefighting company until April 2010, when it was determined that the property was surplus to the City's needs.

The Armenian Living Trust, et al. purchase price of \$275,000.00 has been accepted by the City and escrow has been opened. With contingencies removed, Staff now seeks authorization to execute the Grant Deed and Purchase & Sale Agreement needed to effectuate the sale, which shall be deposited in escrow until Close of Escrow. Escrow is expected to close within seven (7) days after the adoption of Resolution No. 2012-66.

Respectfully submitted,


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


Debra Lundy
Real Property Manager

RESOLUTION NO. 2012-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A GRANT DEED AND PURCHASE AND SALE AGREEMENT FOR THE SALE OF 2165 VILLAGE ROAD (OLD FIRE STATION NO. 3) TO THE ARMENIAN LIVING TRUST AS TO A 90% UNDIVIDED INTEREST AND THE KOUTNOUYAN FAMILY LIVING TRUST AS TO A 10% UNDIVIDED INTEREST, AS TENANTS IN COMMON

(APN: 224-610-09)

WHEREAS, certain City-owned real property addressed as 2165 Village Road, in Escondido (the "Property"), became vacant in February 2010 and was deemed surplus to the City's needs; and

WHEREAS, the City offered the Property for sale at \$350,000 and received several offers for below the asking price; and

WHEREAS, the City countered an offer from the Armenian Living Trust and Koutnouyan Family Living Trust ("Buyer") at \$275,000, which counteroffer was accepted; and

WHEREAS, the City wishes to sell the Property for a sales price of \$275,000 and to enter into a Purchase and Sale Agreement ("Agreement") with the Buyer; and

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

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

1. That the above recitations are true.
2. The Real Property Manager and City Clerk are authorized to execute, on behalf of the City, the Agreement, attached to this Resolution as Exhibits "1" and "2" and incorporated by this reference.

RECORDING REQUESTED BY:
Chicago Title Company
Order No.: 73711010359

When Recorded Mail Document To:
Adroushan Armenian
The Adroushan and Nora Armenian Living Trust
Dated _____
2050 Troon Drive
Henderson, NV 89074

APN/Parcel ID(s): 224-610-09

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

This transfer is exempt from the documentary transfer tax. No Fees due for benefit of Public agency/no docuemtnary tax due R & T 11922." (amended)

The documentary transfer tax is \$0.00 and is computed on:

the full value of the interest or property conveyed.

the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in the City of Escondido.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The City of Escondido, A Muncipal Corporation, hereby GRANT(S) to Adroushan Armenian and Nora Armenian, Trustees of The Adroushan and Nora Armenian Living Trust Dated _____ to an undivided 90% interest and Hrair A. Koutnouyan and Alina O. Koutnouyan, Trustes of The Koutnouyan Family Living Trust Dated _____ to an undivided 10% interest,

the following described real property in the City of Escondido, County of San Diego, State of California:

For APN/Parcel ID(s): 224-610-09

That portion of Lot 118, Map No. 7223 filed in the Office of the County Recorder of San Diego County, State of California on February 2, 1972 as File No. 49040
a more complete legal description attached hereto and made a part hereof.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

Resolution No. 2012-660
EXHIBIT 1
Page 2 of 3

APN/Parcel ID(s): 224-610-09

Dated: April 16, 2012

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

State of _____

Diane Halverson, City Clerk

County of _____

On _____ before me,
_____ a notary public in and for said
state, personally appeared

Debra Lundy, Real Property Manager

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 _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT A

Resolution No. 2012-660
EXHIBIT
Page 3 of 3

Order No.: 73711010359

For APN/Parcel ID(s): 224-610-09

THAT PORTION OF LOT 118 OF ESCONDIDO TRACT NO. 178, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 7223, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 29, 1972, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 79, MAP NO. 7223, SAID POINT BEING THE TRUE POINT OF BEGINNING AND ALSO BEING ON A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 430 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 74° 14' 30" EAST; THENCE NORTHERLY ALONG THE WESTERLY RIGHT OF WAY OF VILLAGE ROAD, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 30' 30", AN ARC DISTANCE OF 18.83 FEET; THENCE CONTINUING ALONG THE WESTERLY RIGHT OF WAY LINE OF VILLAGE ROAD NORTH 13° 15' 00" WEST, A DISTANCE OF 81.00 FEET; THENCE LEAVING THE WESTERLY RIGHT OF WAY LINE OF VILLAGE ROAD, SOUTH 49° 45' 00" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 13° 15' 00" EAST, A DISTANCE OF 104.38 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF LOT 81, MAP NO. 7223, THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 81 NORTH 40° 49' 28" EAST, A DISTANCE OF 24.99 FEET TO THE NORTHEAST CORNER OF SAID LOT 81; THENCE ALONG THE NORTHWESTERLY BOUNDARIES OF LOT NOS. 80 AND 79, NORTH 49° 45' 00" EAST, A DISTANCE OF 127.75 FEET TO THE TRUE POINT OF BEGINNING.

PROJECT: Old Fire Station 3
A.P.N.: 224-610-09
ADDRESS: 2165 Village Road
Escondido, CA 92026
OWNER: City of Escondido

PURCHASE AND SALE AGREEMENT

Revision 1 to incorporate Amendments (Exhibit "B")

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into this 1st day of September 2011 by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter called "SELLER"), and Adroushan Armenian and Nora Armenian, Trustees of The Adroushan and Nora Armenian Living Trust and Hrair A. Koutnouyan and Alina O. Koutnouyan, Trustees of The Koutnouyan Family Living Trust, as Tenants in Common (hereinafter collectively called "BUYER"), for the acquisition, by BUYER, of certain real property as hereinafter set forth.

RECITALS

A. SELLER owns that certain real property located at 2165 Village Road, Escondido, California 92026 in the City of Escondido ("City"), County of San Diego, consisting of an approximate 2731 square foot building on .34 acres of land (the "Property"). The Property is legally described in Exhibit "A," attached hereto and incorporated by this reference.

B. BUYER desires to purchase the Property to continue a lease with a private fire management company (Capstone Fire Management, Inc.) under current zoning; and to make improvements thereon, in order to operate a future neighborhood commercial development jointly with BUYER's contiguous commercial retail center. Plans for the improvements will be processed as a Precise Plan with a zone change, paid for by BUYER, that will allow a neighborhood commercial use, should the zone change be processed and approved by the Escondido City Council.

C. SELLER desires to sell the Property to BUYER, and BUYER desires to purchase the Property from SELLER, on the terms and conditions set forth below.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. AGREEMENT TO PURCHASE AND SELL.

SELLER agrees to sell the Property to BUYER and BUYER agrees to purchase the Property from SELLER, upon the terms and for the consideration set forth in this Agreement.

2. PURCHASE PRICE.

SELLER agrees to sell and BUYER agrees to buy the Property for the purchase price of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) ("Purchase Price").

3. CONDITION PRECEDENT.

Both parties agree and understand that the purchase and sale of the Property is As-Is/Where-is, with no representations by SELLER. BUYER has inspected the property and determined that it is suitable for BUYER's needs.

4. PAYMENT OF PURCHASE PRICE/ESCROW.

The Purchase Price shall be payable by BUYER to SELLER as follows:

A \$25,000.00 deposit has been deposited with the Escrow Holder by personal check on September 12, 2011 to open the escrow. The balance of the purchase price, \$250,000.00, shall be deposited with the Escrow Holder within sufficient time to close escrow. SELLER has opened an escrow with Chicago Title & Escrow to be closed within 7 days after the purchase has been approved by adoption of Resolution 2012-66 of the City of Escondido

The escrow period may be amended by mutual consent of the parties, without penalty.

All associated escrow closing costs shall be paid ½ by the BUYER and ½ by SELLER.

5. 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:

Public and quasi-public utility, alley and street easements and rights-of-way record.

6. COST OF SUIT. In the event of any litigation, arbitration, any quasi-judicial, or administrative proceeding between the parties herein to: (i) enforce any provision of this Agreement; (ii) enforce any remedy available under default within this Agreement; or (iii) 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. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.
8. AUTHORITY. Those persons executing this Agreement warrant and represent that they have obtained all necessary approvals to enter into this Agreement and are authorized to execute this Agreement and bind their respective entities to the terms herein.

(Signatures on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

BUYER: Adroushan Armenian and Nora Armenian, Trustees of The Adroushan and Nora Armenian Living Trust as to an undivided 90% interest and Hrair A. Koutnouyan and Alina O. Koutnouyan, Trustees of The Koutnouyan Family Living Trust as to an undivided 10% interest, AS TENANTS IN COMMON.

Dated: _____

(signature)
Androushan Armenian, Trustee

(signature)
Nora Armenian, Trustee

(signature)
Hrair A. Koutnouyan, Trustee

(signature)
Alina O. Koutnouyan, Trustee

MAILING ADDRESS OF BUYER:

Dated: _____

CITY OF ESCONDIDO,
a municipal corporation

MAILING ADDRESS OF SELLER:

City of Escondido
201 North Broadway
Escondido, CA 92025

BY:

Debra Lundy, Real Property Manager

Authorizing Resolution No.

Diane Halverson, City Clerk

APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

EXHIBIT A

Legal Description

That portion of Lot 118, Map No. 7223 filed in the office of the Counter Recorder of San Diego County, State of California on February 2, 1972 as File No. 49040.

EXHIBIT B Amendments

- 1. Elimination of the Buyer's contingency that a zone change from PD-R (Planned Development Residential) to PD-C (Planned Development Commercial) be completed before close of escrow per executed CAR CR-1 dated April 5, 2012**

- 2. Request from Buyer to assign his interest in the original RPA-CA to the assignees. Change to: Adroushan Armenian and Nora Armenian, Trustees of the Adroushan and Nora Armenian Living Trust as to an undivided 90% interest and Hrair A. Koutnouyan and Alina O. Koutnouyan, Trustees of the Koutnouyan Family Living Trust as to an undivided 10% interest, AS TENANTS IN COMMON.**

- 3. City of Escondido Purchase & Sale Agreement and Escrow Instructions to be revised to incorporate these amendments and will become an attachment to the City's Resolution adopting the property sale.**

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: April 25, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Sheryl Bennett, Director of Human Resources
SUBJECT: Severance Agreement for Laid-off Housing Division employees represented by the Escondido City Employee's Association, Administrative/Clerical/Engineering Bargaining Unit.

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-61 approving a severance agreement for laid-off Housing Division employees within the Escondido City Employee's Association, Administrative/Clerical/Engineering Bargaining Unit.

FISCAL ANALYSIS:

Cost incurred for the severance agreement is \$5,918.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

None

PREVIOUS ACTION:

On March 24, 2010, an equivalent agreement was adopted for ECEA/ACE employees laid-off effective April 1, 2010.

BACKGROUND:

A State law was passed that abolished Redevelopment Agencies throughout the State of California as of February 1, 2012. The City of Escondido Housing Division within the Community Services Department is funded by Redevelopment monies. The loss of that fund has impacted Housing operations and services and has resulted in staff reductions. As a result, the City of Escondido is providing a severance package due to Housing Division layoffs for affected Administrative/Clerical/Engineering Bargaining Unit employees.

City staff met and conferred with the Escondido City Employees' Association on the terms of a severance agreement for the affected employees in the Administrative/Clerical/Engineering Bargaining Unit on April 16, 2012.

Respectfully submitted,


Sheryl Bennett
Director of Human Resources

RESOLUTION NO. 2012-61

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A SEVERANCE AGREEMENT FOR
THE ADMINISTRATIVE, CLERICAL AND
ENGINEERING BARGAINING UNIT,
ESCONDIDO CITY EMPLOYEES ASSOCIATION

WHEREAS, Redevelopment Agencies have been eliminated throughout the State of California effective February 1, 2012. The City of Escondido Housing Division is funded by Redevelopment monies, and the loss of that fund has impacted Housing operations and services.

WHEREAS, negotiating teams from the City of Escondido and the Administrative, Clerical and Engineering Bargaining Unit have been duly appointed and have met and conferred with respect to determining a severance agreement for the affected Housing Division employees being laid off in this bargaining unit; and

WHEREAS, it is the intent of the agreement to provide a severance package for those employees in the bargaining unit who were laid off effective April 19, 2012; and

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

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

1. That the above recitations are true.
2. The City's negotiating team is authorized to execute, on behalf of the City, the terms of the agreement as set forth in Exhibit "A," attached to this resolution and incorporated by this reference.

**City of Escondido
Meet and Confer Process
Escondido City Employees' Association
Administrative, Clerical and Engineering Bargaining Unit**

Severance Agreement

1. Employees terminated due to layoff will receive the equivalent in hours as salary compensation:

Years of City Service	Salary Severance
1-3 years	Eighty (80) hours (2 weeks)
4-9 years	One hundred twenty (120) hours (3 weeks)
10-12 years	One hundred sixty (160) hours (4 weeks)
13+ years	Two hundred (200) hours (5 weeks)

Employee service with the City of Escondido will be rounded up to the next full year.

2. Employees will receive payoff for all eligible accumulated leaves at the time of severance. The final check is scheduled to be May 4, 2012.
3. Dental benefits will be provided through April 30, 2012.

The City will also pay 100% of the cost of COBRA conversion for laid off employees for two months, from May 1, 2012 through June 31, 2012.

4. Employees from this layoff list may be re-hired by the City from the reemployment list within eighteen months and will receive the following:
 - Restoration of seniority as to years of service with the City for the purpose of leave accrual and seniority for layoff purposes.
 - Reinstatement of sick leave balance from the point of layoff from City service.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8

Date: April 25, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Sheryl Bennett, Director of Human Resources
SUBJECT: Severance Agreement for Laid-off Housing Division Unclassified Group Employees

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-62 approving a severance agreement for laid-off Housing Division employees within the Unclassified employee group.

FISCAL ANALYSIS:

Cost incurred for the severance agreement is \$4,935.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

None

PREVIOUS ACTION:

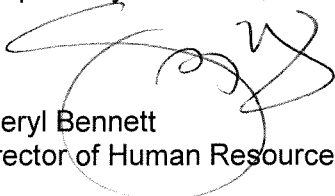
An equivalent severance agreement was provided to Unclassified group employees who were laid-off effective April 1, 2010.

BACKGROUND:

A State law was passed that abolished Redevelopment Agencies throughout the State of California as of February 1, 2012. The City of Escondido Housing Division within the Community Services Department is funded by Redevelopment monies. The loss of that fund has impacted Housing operations and services and has resulted in staff reductions. As a result, the City of Escondido is providing a severance package due to Housing Division layoffs for affected Unclassified Group employees.

The severance agreement provided to Unclassified group employees is comparable to the severance package provided to those Unclassified employees who were laid-off effective April 1, 2010.

Respectfully submitted,



Sheryl Bennett
Director of Human Resources

RESOLUTION NO. 2012-62

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A SEVERANCE AGREEMENT
FOR THE UNCLASSIFIED CLERICAL AND
TECHNICAL EMPLOYEE GROUP

WHEREAS, Redevelopment Agencies have been eliminated throughout the State of California effective February 1, 2012. The City of Escondido Housing Division is funded by Redevelopment monies, and the loss of that fund has impacted Housing operations and services.

WHEREAS, impacted Housing Division employees have been identified and were laid off in the Unclassified Clerical and Technical employee group; and

WHEREAS, it is the intent to provide a severance package for those employees in the Unclassified Clerical and Technical employee group who were laid off effective April 19, 2012; and

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

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

1. That the above recitations are true.
2. The City's negotiating team is authorized to execute, on behalf of the City, the terms of the agreement as set forth in Exhibit "A," attached to this resolution and incorporated by this reference.

**City of Escondido
Meet and Confer Process
Unclassified Clerical and Technical Employee Group**

Severance Agreement

1. Employees terminated due to layoff will receive the equivalent in hours as salary compensation:

Years of City Service	Salary Severance
1-3 years	Eighty (80) hours (2 weeks)
4-9 years	One hundred twenty (120) hours (3 weeks)
10-14 years	One hundred sixty (160) hours (4 weeks)
15+ years	Two hundred (200) hours (5 weeks)

Employee service with the City of Escondido will be rounded up to the next full year.

2. Employees will receive payoff for all eligible accumulated leaves at the time of severance. The final check is scheduled to be May 4, 2012.
3. Medical and Dental benefits will be provided through April 30, 2012.

The City will provide the equivalent one-month value of towards of the cost of COBRA conversion for laid off employees.

4. Employees from this layoff list may be re-hired by the City from the reemployment list within eighteen months and will receive the following:
 - Restoration of seniority as to years of service with the City for the purpose of leave accrual and seniority for layoff purposes.
 - Reinstatement of sick leave balance from the point of layoff from City service.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9

Date: April 25, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Amy Shipley, Older Adult Services Manager
SUBJECT: Senior Nutrition Program Budget Adjustment

DESCRIPTION OF REQUEST:

It is requested that Council approval a transfer of \$25,000 from the Joslyn Trust into the General Fund to offset increased costs to the Senior Nutrition Program.

Additionally, we request Council authorize the City Manager and Director of Finance to make the necessary adjustments to the Nutrition and the Senior Center budgets.

RECOMMENDATION:

Approval

FISCAL ANALYSIS:

The \$25,000 budget transfer will offset the increased costs of meals served to through the Senior Nutrition Program. Funds in the Joslyn Trust are from donations that individuals and organizations made over previous years and are designated for use in provision of senior services.

BACKGROUND:

The Escondido Senior Center Nutrition program offers meals to seniors ages 50 and above. Meals are offered to those 59 and under for \$4.00 per meal. Those 60 years and older may dine for a suggested donation of \$3.00 per meal. This program, established in 1976, still serves an average of 99 seniors per day.

The Senior Nutrition Program is provided as a service by the City. Expenses are reimbursed through CDBG and the County of San Diego Aging and Independence Services nutrition grant. The grant from the County of San Diego is specific to serving seniors 60 years and older and monthly grant reimbursements are based on the number of meals served. It is anticipated that staff will serve over 24,000 meals through the Senior Nutrition Program in Fiscal Year 11-12.

Staff is asking Council to approve the transfer of \$25,000 from the Joslyn Trust to the General Fund, and to allow the City Manager and Finance Director to make the appropriate adjustments to the Senior Nutrition Program budget.

Senior Nutrition Program Budget Adjustment
April 25, 2012
Page 2

Respectfully submitted,


AMY SHIPLEY
Older Adult Services Manager


JERRY VANLEEUVEN
Director of Community Services

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10
Date: April 25, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Christopher McKinney, Director of Utilities
SUBJECT: Award an Emergency Contract to NRC Environmental for Cleanup Activities Related to the Recent Sodium Hydroxide Spill

RECOMMENDATION:

The Utilities Department requests that Council adopt Resolution 2012-69 to award an emergency contract to NRC Environmental for cleanup activities at and near the Water Treatment Plant. These activities are related to the sodium hydroxide spill that occurred on March 26, 2012. Due to the emergency nature of this cleanup and pursuant to the authority granted to the City Manager under Escondido Municipal Code ("EMC") Section 10-131, work was started immediately without a bid process and continues as of April 17, 2012, for an amount not to exceed \$2,000,000. Adoption of Resolution 2012-69 would also declare that, pursuant to the terms of Public Contract Code ("PCC") Section 22050, the City Council, by a four-fifths vote, determines that there is a need to continue the emergency action initially approved by the City Manager.

FISCAL ANALYSIS:

Funding for this emergency cleanup is available in the Water Fund Operating Budget for Fiscal Year 2011-2012. The contract value is an amount not to exceed \$2,000,000. As of April 17, the cleanup costs are approximately \$750,000 for work already performed and are estimated to total approximately \$1,250,000 when the cleanup is completed. This contract does not include the cost of repairing the failed sodium hydroxide tanks (~\$350,000) or increasing the emergency containment volume because this work is being completed by a different contractor.

BACKGROUND:

On March 26, 2012, one of two sodium hydroxide tanks supporting the Chemical Scrubber System at the Water Treatment Plant suffered a catastrophic structural failure. Although the two tanks are separated by an isolation valve, this valve is left open to insure that the entire volume of chemical is available to the scrubber system without need for human interaction. Thus, when one tank failed, both tanks (~30,000 gallons total) were emptied. Initial estimates stated that ~15,000 gallons were contained, with the remaining ~15,000 gallons spilling onto the access road to the plant. After measuring the volume recovered from the tanks and the emergency containment, the spill volume has been updated to ~4,000 gallons. This ~4,000 gallon spill flowed down the access road and

flowed onto the hillside above the land leased to the Charros. The liquid chemical flowed down the hill, ultimately coming to rest in several low spots in the dry creek bed in and around the Charros site.

Immediately after the spill occurred, Escondido Fire and Police, County Hazmat, and NRC Environmental were called to the plant to assess the impacts of the spill and secure the area. NRC Environmental provided technical support to plant staff and the responding agencies during the approximately 48 hours that the first responders were onsite. When the first responders left the site, NRC Environmental remained to consult with and carry out the instructions of plant staff and regulatory agencies such as the Department of Fish and Game. NRC Environmental's activities, which are ongoing as of April 17, also include:

- Clean the roadway to allow emergency access to the tank containment.
- Setup work and safety zones over entire contaminated area, including lower level and upper level of property, to ensure no trespassing during cleanup actions.
- Transfer recovered chemical from the containment and tanks to temporary storage tanks.
- Deep clean the roadway to allow for non-emergency access to facility.
- Clean containment, sump and tanks (at spill source) including electrical conduit and piping to allow for safe access.
- Manipulate creek bed at Charros site to ensure no storm water runoff.
- Field test to determine contamination and cleanliness.
- Transport recovered chemical and contaminated material for recycling or reuse.
- Clear contaminated areas of brush and soil, including the creek bed, road to the Charros site, and the ridge/gully line.
- Deep clean roadway a second time when chemical started to leach from the asphalt.

Time was of the essence after the spill occurred, so the entire Water Treatment Plant cleanup and much of the cleanup of impacted local land has been completed as of April 17. Due to the emergency nature of the spill and the time sensitive nature of the cleanup to avoid contamination outside the area initially impacted, the Utilities Department requests that Council exercise its authority under PCC Section 22050 and declare that there is a need to continue the emergency cleanup initially authorized by the City Manager pursuant to EMC Section 10-131.

Respectfully submitted,


Christopher McKinney
Director of Utilities

RESOLUTION NO. 2012-69

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING AN EMERGENCY CONTRACT
WITH NRC ENVIRONMENTAL FOR CLEANUP
OF A SODIUM HYDROXIDE CHEMICAL
RELEASE AND THE CONTINUED
EMERGENCY CLEANUP ACTION INITIALLY
AUTHORIZED BY THE CITY MANAGER

WHEREAS, a storage tank for sodium hydroxide at the Water Treatment Plant suddenly and catastrophically failed on March 26, 2012; and

WHEREAS, this failure led to the uncontrolled release of sodium hydroxide and contamination of the area surrounding the tank, a portion of the plant access road, a hillside to the north of the plant access road, and a dry creek bed; and

WHEREAS, the release and resulting contamination posed a threat to life, health, and property and thus required immediate response by the Escondido Fire Department, the Escondido Police Department, and San Diego Hazardous Materials Crews; and

WHEREAS, these first-responder agencies required immediate and continuous technical support to secure the impacted areas and begin the cleanup; and

WHEREAS, protection of the environment from further impacts, protection of local water bodies from contamination, removal of impacted soils, and disposal of contaminated material required technical expertise and equipment not possessed by the Utilities Department; and

WHEREAS, time was of the essence to minimize environmental impacts and threats to life, health, and property; and

WHEREAS, NRC Environmental possesses the aforementioned technical expertise and equipment, along with the ability to bring these resources to action immediately; and

WHEREAS, Escondido Municipal Code Section 10-131 authorizes the City Manager to declare a public emergency, to forego the normal bidding processes and to proceed to purchase the necessary emergency services; and

WHEREAS, Public Contract Code ("PCC") Section 22050 requires that a public agency's governing body determine by a four-fifths vote that there is a need to continue the emergency action initially authorized by the City Manager.

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

1. That the above recitations are true.
2. That the Mayor and the City Council authorize the City Manager or his designee to execute, on behalf of the City, a contract for an amount not to exceed \$2,000,000 for chemical recovery, cleanup, and environmental mitigation related to the sodium hydroxide release on March 26, 2012. A copy of the contract is attached as Exhibit "1" and is incorporated by this reference.
3. That the Mayor and the City Council hereby determine there is a need to continue the emergency cleanup action pursuant to PCC Section 22050.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

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

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Lori Rountree
760-839-6245
("CITY")

And: NRC Environmental Services Inc.
2950 Kurtz Street
San Diego, CA 92110
Attn: Kelly Brandenburg
619-235-3322
("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 related to the chemical spill at the Escondido/VID Water Treatment Plant as 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. (a) The CITY will pay in accordance with the rates contained in "Attachment B" and CONTRACTOR will accept such charges in full payment for the above work. CONTRACTOR agrees not to perform services with charges exceeding \$2,000,000.00 without a written amendment to this Agreement authorizing the additional charges. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR for unsatisfactory services, until CONTRACTOR has corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2. In such event, CONTRACTOR is not obligated to perform services with charges that exceed that amount.

(b) Undisputed invoiced amounts shall be paid within thirty (30) days of receipt. In the event CITY pays invoiced amounts within 10 days of receipt of the invoice,

CONTRACTOR agrees to grant CITY a rebate equal to five percent (5%) of the amount paid within such 10 day period. The rebate will appear on the next invoice. CITY may deduct the five percent (5%) rebate from payment amount due on the final invoice if paid within 10 days of receipt of the invoice. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and endeavor to complete the work by May 31, 2012. Extension of terms or time of performance may be made upon the City's written consent to fund the associated charges. However, CITY understands the total scope and extent of the services is yet undefined so no warranties or representations are made as to the completion date of any services undertaken, nor will CITY have any right to damages arising from delays of CONTRACTOR in the completion of the services.

3. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." Any charges or additional work requested by CITY at any time shall be compensated by CITY in accordance with "Attachment B". 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. **CONTRACTOR makes no warranty that CONTRACTOR will recover any specific quantity of hazardous or other substance or that any specific level of cleanliness will be achieved or human activity can be resumed..**

4. 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.

5. Insurance Requirements.
 - a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and

 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a blanket endorsement with coverage equivalent to ISO Form CG2010 for General Liability endorsements and CA 20-01 for Automobile Liability endorsements. If CITY requires specific endorsement forms, the CITY shall pay any additional premium charged to CONTRACTOR's insurer.
 - (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.

6. Indemnification. CONTRACTOR (which in the remaining provisions 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 to the extent arising out of the negligence or willful misconduct or negligent acts or omissions of CONTRACTOR in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

7. 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.
8. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement, except as provided in section 21.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
17. 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.

18. 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.
19. 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.
20. By virtue of performing the Services, CONTRACTOR will not accept or acquire (i) title to any waste handled by CONTRACTOR; or (ii) the status of the generator, owner, operator or arranger of transportation, treatment, storage or disposal, as defined by federal and state laws governing the handling, treatment, storage or disposal of solid or hazardous waste. CITY warrants that it has title to and is generator of any hazardous or regulated waste or substance handled by CONTRACTOR in the performance of the Services. If CITY requests assistance with the treatment, storage or disposal of any waste or substance regulated by law, CONTRACTOR will transport such waste or cause it to be transported under a waste manifest executed by CITY or its agent to a disposal or treatment facility selected by CITY. CONTRACTOR shall not select the disposal or treatment facility. CITY shall pay all fees and taxes arising from or related to handling, transportation and disposal of CITY'S waste. Any transportation undertaken or arranged by CONTRACTOR to any disposal facility, and any execution of contracts, waste profiles, or payment by CONTRACTOR for any transportation or disposal services, shall be performed solely as CITY's agent. CITY shall remain responsible for any claims by the disposal facility with respect to the waste and shall look solely to the disposal facility in the event of a release or other liability arising from the disposal service. Prices quoted by CONTRACTOR for transportation and disposal of waste do not constitute a selection of the disposal facility and shall be subject to adjustment in the event the disposal or treatment facility increases its price to CONTRACTOR or CITY designates another facility.
21. Notwithstanding any other provision of this Agreement, CONTRACTOR shall be entitled to the benefit of all exemptions from and limitations of liability to which CONTRACTOR is entitled under applicable law, including responder immunity provisions under federal and state law. Notwithstanding any other provision contained in this Agreement, neither party shall be liable to the other party for any punitive, indirect, special or consequential

damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause, including negligence, even if such damages were within the contemplation of, foreseen by or reasonably foreseeable by the parties.

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

NRC ENVIRONMENTAL SERVICES INC.

Date: _____

(Contractor signature)

Printed name

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.

 <p>Contractors License No. 716581</p>	<p>NRC Environmental Services Inc. 2950 Kurtz Street San Diego, CA 92110 Main (619) 235-3320</p> <p>Emergency Spill Response 1-800-337-7455</p>
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Summary of Action Plan through April 17, 2012
Filtration Incident – Escondido/Vista Water Treatment Plant

- Respond to emergency spill of sodium hydroxide from tank breach
- Clean roadway to allow emergency access to the tank containment
- Setup work/safety zones over entire contaminated area, including lower level and upper level of property, to ensure no trespassing during cleanup actions
- Transfer product (sodium hydroxide 20%) from the containments and tanks into temporary storage tanks
- Deep clean roadway to allow for non-emergency access to facility, collecting all rinsate water
- All rinsate liquids are contained in temporary storage tanks onsite
- Containment, sump and tanks (at spill source) are cleaned several times, including electrical conduit and piping to allow for workers to safely access area
- Creek bed at lower property is manipulated to ensure no storm water runoff occurs; BMPs are setup along plant's driveway/road and at concrete brow ditch to ensure no impact to storm water
- pH paper is utilized as a field screening method to determine contamination and cleanliness; upon pH results below 8, a soil grab sample is taken and run for 24-hour turn around to ensure cleanliness
- Product and rinsate is transported for recycling/reuse to Lakeland Processing in Santa Fe Springs
- Temporary tanks are cleaned as soon as they are offloaded and called offrent
- 20-yard metal Roloff bins are delivered and loaded with contaminated soil
- Lower property is cleared of brush and soil is removed from creek bed, charros road, the ridge/gully line from concrete brow ditch to road storm drain #1
- Upper property is cleared of brush and soil is removed from the Y split soil area and the energy dissipater area
- Road is deep cleaned again prior to rain as some product has begun leaching from asphalt
- Analytical shows clean results from lower property and backfill begins at Charros road, creek bed and ridge/gully
- Soil removal begins from plant driveway/road from storm drain 4 down to lower property (willow tree area).
- Soil removal begins from plant driveway/road from storm drain 1 down to lower level.

Page 8 of 18
 Except as otherwise provided by written contract, I hereby accept this Price List on behalf of
 Customer to govern payment for services performed by NRC Environmental Services Inc.



PRICE LIST

Effective February 18, 2012

Customer: _____

By: _____
 Authorized Representative Date

ATTACHMENT B

Price List Terms: Customer's request for NRC Environmental Services Inc. (NRCES) to perform services constitutes an agreement to pay for those services under the Personnel, Equipment and Material Terms of this Price List, regardless of any estimates provided by NRCES. Charges will be based on the most current published Price List. Surcharges to current published rates may apply in non-local areas. Surcharges may also apply to cover unanticipated cost increases for items, including but not limited to fuel and insurance, resulting from circumstances beyond the control of NRCES. Rates are based upon net 10 payment terms unless otherwise agreed by prior written contract with NRCES. Balances outstanding more than ten (10) days after the invoice date shall be deemed delinquent and shall earn interest at the rate of 1.5 % per month. Customers without a pre-existing NRCES contract are subject to a minimum charge of \$3,500.00 to be paid at time of call out for emergency response services and any charges for services estimated to exceed the minimum are also payable in advance. All prices are in U.S. dollars.

PERSONNEL

ITEM #	DESCRIPTION	HOURLY RATE
SP	Senior Project Manager	135.00
CH	Certified Industrial Hygienist (NRCES only)	125.00
PM	Project Manager	110.00
IH	Industrial Hygienist (non-CIH)	100.00
SU	Superintendent	90.00
AM	Assistant Project Manager (Operations, Planning, Logistics, Finance)	90.00
HS	Health & Safety / Training Manager	85.00
SA	Senior Accountant	85.00
SM	Support Manager (Purchasing, Communications, Transportation, Decon, Disposal)	80.00
PS	Project Scientist / Field Chemist	75.00
PR	Purchaser / Subcontracts Administrator	65.00
AS	Administrative Support / Accountant	50.00
FS	Field Supervisor	70.00
MC	Mechanic / Welder	70.00
EO	Equipment Operator	60.00
DR	Driver (Commercial)	55.00
SF	Site Foreman	55.00
RT	Confined Space / Rescue Technician	50.00
LO	Licensed Vessel Operator	75.00
VO	Vessel Operator	55.00
DH	Deckhand	45.00
TE	Technician – HAZWOPER	45.00
ST	Support Technician (Warehouseman, Personnel, Resource Coordinator)	45.00

Personnel Terms:

- Minimum call out is 4 hours per person, except for projects over 50 miles from office location require 8-hour daily minimum.
- Rates for FS, MC, EO, DR, RT, SF, LO, VO, DH, TE, SA, AS and ST are subject to the following: a) Weekdays: 0700 to 1500 hours charged at Straight Time (ST = Hourly Rate); 1500 to 1900 hours charged at Overtime (OT = 1½ times the Hourly Rate); 1900 to 0700 hours charged at Double Time (DT = 2 times the Hourly Rate). Changes to start times for Weekday ST, OT and DT may be requested by Client and may be approved by NRCES on a case-by-case basis for longer projects. b) Saturday: First 8 hours charged at OT; hours over first 8 hours charged at DT. c) Sundays and Holidays: All time charged at DT. d) The following are included holidays: New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Other holidays may apply when employing certain union personnel, including but not limited to: Martin Luther King, Jr. Day, Cesar Chavez's Birthday, Veterans Day, day before Christmas and day after Christmas. e) The above Rates are applied regardless of the number of hours worked for any Client on any particular day. Rates for hours subsequent to a break of less than 8 hours are charged at the appropriate OT or PT rate continuous to hours prior to break.
- All project specific personnel, including accounting, administrative, personnel support, logistics and management, whether on site, at NRCES offices, or at support locations, are chargeable. All personnel are charged according to the above rates, regardless of full-time, part-time or third party labor source status, unless provided as part of a specified subcontracted service. Surcharges apply for remote sites and prevailing-wage projects.
- Time charges begin with equipment and personnel mobilization activities and terminate at the conclusion of the services, including transportation of equipment and personnel back to operations centers and any necessary demobilization activities. Personnel time is charged in half-hour increments for all personnel. All hourly rates will be charged Portal-to-Portal from the location of personnel when dispatched, including but not limited to NRCES office, personnel home, hotel or other jobsite as applicable. Personnel on standby for Customer will be charged at 8 hours per 24-hour period.
- Transportation and any incidental costs for all emergency response personnel, both on site, at support locations and traveling to and from the site or support locations, are charged at cost plus 20%. Per Diem charges for food in metropolitan areas are \$50.00 per person per day. Typical per diem rates for lodging, based on double occupancy, are \$100.00 per person per day. Rates for premium areas and remote sites determined at time of service.

EQUIPMENT

CATEGORY	ITEM #	DESCRIPTION	UNIT	RATE
BOOM	1001/1002	Anchor Gear / Boom Mooring Light	Day/Each	30.00/13.00
	1003	Contractor Boom, up to 21"	Ft/Day	1.75
	1004	Petro Barrier, up to 24"	Ft/Day	2.50
	1005	Ocean Boom, up to 42"	Ft/Day	6.75
	RECOVERY / SKIMMERS	2001	Air Conveyor, VS-50	Day
2002		Belt Skimmer, Marco Class XI-C	Day	4,000.00
2003		Belt Skimmer Vessel, JBF DIP 3001	Hour	350.00
2004		Belt Skimmer Vessel, Marco I C	Hour	375.00
2005		Brush Skimmer, Lamor	Day	3,600.00
2006		Brush Skimmer, Aquaguard RBS-40	Day	2,500.00
2007		Brush Skimmer, Aquaguard RBS-25 or 10 Twin	Day	2,000.00
2008		Brush/Drum/Disc Skimmer, Aquaguard RBS-05	Day	850.00
2009		Disc Skimmer, MI-30, Komara 12K	Day	1,800.00
2010		Disc Skimmer, Vikoma Sea Skimmer	Day	2,000.00
2011		Drum Skimmer, Roto 70	Day	3,500.00
2012		Drum Skimmer, Action Petroleum Model 60	Day	1,400.00
2013		Drum Skimmer, Action Petroleum Model 36	Day	1,200.00
2014		Drum Skimmer, Action Petroleum Model 24	Day	800.00
2015		Rope Mop Skimmer, II-9	Day	800.00
2016		Rope Mop Skimmer, I-4, II-4, II-6	Day	600.00
2017		Rope Mop Skimmer, extra rope, 100'	Day	110.00
2018		Vacuum/Transfer Unit (VTU)	Day	1,800.00
2019		Weir Skimmer, Desmi 250	Day	3,500.00
2020		Weir Skimmer, Foilex, vacuum	Day	1,500.00
2021		Weir Skimmer, Foilex, hydraulic	Day	2,500.00
2022		Weir, Cascade LP 3000 or Vikoma Fastflowec	Day	1,600.00
2023		Weir Skimmer, Skimpak or Oleo, 2" or 3"	Day	300.00
TEMPORARY STORAGE	3001	Bladder Tank, 24 barrel	Day	250.00
	3002	Bladder Tank, 25 - 100 barrel	Day	500.00
	3003	Bladder Tank, 101 - 240 barrel	Day	1,000.00
	3004/3005	Container, Intermodal or Connex Storage, 20' / 40'	Day	22.00/44.00
	3006/3007	Roll-off Bins, up to 20 cu. yd. / 30-40 cu. yd.	Day	22.00/44.00
	3008	Storage Tank, 500 to 2,499 gal	Day	20.00
	3009	Storage Tank, 2,500 to 4,499 gal	Day	25.00
	3010	Storage Tank, 4,500 to 6,000 gal	Day	35.00
	3011	Tank Barge, up to 210 bbls (NRCES only)	Day	1,500.00
	3014	Tank Barge, Pebble Beach	Day	9750.00
	3012	Tote Tank, DOT approved, 275 to 300 gal	Day	80.00
	3013	Vacuum Box, up to 25 cu. yd.	Day	80.00
	VESSELS / SUPPORT	4001	Deck Barge, up to 110'	Day
4002		Response Vessel, 65'	Hour	375.00
4003		Response Vessel, 35' - 55'	Hour	225.00
4004		Response Vessel, 30' - 34'	Hour	160.00
4005		Response Vessel, 25' - 29'	Hour	125.00
4006		Response Vessel, 16' - 24'	Hour	100.00
4007		Skiffs w/outboard, 15' or less	Hour	50.00
4008		Skiffs w/o outboard	Hour	25.00
EXCAVATION	5001	Backhoe, 710 or equivalent	Day	375.00
	5002	Backhoe, 580 or equivalent	Day	325.00
	5003/5004	Backhoe Attachment, Breaker / Compactor	Each/Day	220.00/125.00
	5006	Dump Bed, Morooka 5-10 cu. yd.	Day	350.00

CATEGORY	ITEM #	DESCRIPTION	UNIT	RATE
	5021	Dump Truck, 5 cu. Yd. w/ Plow & Sander	Hour	175.00
	5007	Excavator, Mini	Day	325.00
	5008	Excavator, up to 37,000 lb	Day	850.00
	5009	Excavator, 38,000 to 53,000 lb	Day	1,050.00
	5010	Excavator, over 53,000 lb	Day	1,500.00
	5017	Excavator, over 100,000 lb	Hour	250.00
	5011/5012	Excavator Attachment, Thumb or Wheel / Hammer	Each/Day	350.00/550.00
	5013	Loader, Bobcat, Skidsteer or equivalent	Day	350.00
	5014	Loader Attachment, Breaker, Compactor, Grapple	Each/Day	175.00
	5015	Loader, up to 4 yds.	Day	650.00
TRAILERS	6001	Trailer, Confined Space Entry/Rescue	Day	2,000.00
	6002	Trailer, Decon, up to 24'	Day	350.00
	6003	Trailer, Dump, 7,000 lb	Day	250.00
	6004	Trailer, Dump, Side/End, 18 yd.	Hour	35.00
	6005	Trailer, Emergency Response, up to 24'	Day	350.00
	6006	Trailer, Emergency Response, 40'- 48'	Day	500.00
	6007/6008	Trailer, Equipment, Utility, 1-2 ton / 3-10 ton	Day	100.00/250.00
	6009	Trailer, Flatbed, up to 48'	Day	250.00
	6010	Trailer, Incident Command Center, 24'	Day	650.00
	6011	Trailer, Incident Command Center, 48'	Day	1,500.00
	6012	Trailer, Low Boy	Day	300.00
	6013	Trailer, MTR (boom, boat, skimmer add'l if deployed)	Day	350.00
	6014	Trailer, Office	Day	200.00
	6015	Trailer, Rocket (Roll Off) Launcher	Hour	40.00
	6016	Trailer, Side Dump, 3 axle	Day	600.00
	6017	Trailer, Tilt Top, 26 ton	Day	250.00
	6018	Trailer, Van, up to 48'	Day	350.00
	6019	Trailer, Water Buffalo (up to 500 gallons, with pump)	Day	200.00
	6020	Trailer, Wildlife Response and Rehab (supplies add'l)	Day	2,500.00
	6021	Trailer, Wildlife Search & Collection	Day	1,000.00
	6022	Trailer, Wildlife Support	Day	350.00
TRUCKS	7001	Tractor, Diesel	Hour	45.00
	7002	Truck, Camera	Hour	125.00
	7003	Truck, Crane, 1 ton - 6 ton	Hour	65.00
	7004	Truck, Crane, 7 ton - 10 ton	Hour	75.00
	7005	Truck, Crane, 10 ton - 18 ton	Hour	95.00
	7006	Truck, Crane, 40 ton	Hour	140.00
	7007	Truck, Dump, up to 10 yard	Hour	60.00
	7008/7009	Truck, Dump, over 10 yard / with pup	Hour	65.00/70.00
	7016	Truck, Flatbed or Van, 2-Axle, up to 24'	Hour	45.00
	7010	Truck, Gear, less than 1 ton	Day	125.00
	7012	Truck, Gear, 1 ton	Day	150.00
	7014	Truck, Gear, 2 ton - 5 ton	Day	225.00
	7017	Truck, Hazmat Response, up to 24'	Hour	75.00
	7018	Truck, Marine Response	Hour	50.00
	7019/7020	Truck, Roll Off, bobtail / with trailer	Hour	70.00/80.00
	7021	Truck, Water, up to 3000 gallons	Hour	110.00
VACUUM TRUCKS / TRAILERS	8001	Guzzler/Air Mover (filters add'l)	Hour	150.00
	8002	Vactor/Jetter - Combo Unit (attachments add'l)	Hour	185.00
	8003/8004	Vacuum Trailer, 120 -130 bbl, black iron/ stainless	Hour	30.00/45.00
	8005/8006	Vacuum Truck, less than 35 bbl / 35 - 70 bbl	Hour	50.00/60.00
	8007	Vacuum Trailer, less than 50 bbl	Hour	25.00
VEHICLES	9001/9002	All Terrain Vehicle / cargo carrying	Day	240.00/375.00
	9003	Auto, Personnel or Support	Day	100.00

CATEGORY	ITEM #	DESCRIPTION	UNIT	RATE
	9004	Van, MTR (boom, boat, skimmer add'l if deployed)	Day	400.00
	9005	Van, Maintenance, Personnel or Support	Day	150.00
	9006	Wildlife Transport-Care Vehicle	Day	600.00
BLOWERS / COMPRESSORS	1101	Air Compressor, up to 100 CFM	Day	150.00
	1102	Air Compressor, 100 to 185 CFM	Day	225.00
	1103	Air Compressor, 210 to 375 CFM	Day	325.00
	1104	Blower, Coppus, Electric/Pneumatic	Day	100.00
	1105/1106	Blower, Negative Air Exhaust, 6" / 12" (consumables add'l)	Day	75.00/110.00
	1107	Blower, Venturi, Horn	Day	30.00
	1109	Corken Compressor (291T / Corrosive Compatible)	Day	750.00
	1110	Corken Compressor (490T / Corrosive Compatible)	Day	1000.00
	1108	Exhaust Duct, 25' x 6", 10" or 12"	Day	25.00
PRESSURE WASHERS	1202	Hydroblaster, 6,000 psi	Hour	50.00
	1203	Hydroblaster, 10,000 psi	Hour	70.00
	1204	Hydroblaster, 20,000 psi	Hour	180.00
	1209	Jetter Trailer	Hour	95.00
	1206	Pipeline Lancing Nozzle, w/ Hose & Foot Pedal	Day	75.00
	1207/1210	Pressure Washer, up to 3,000 psi, single / dual w/ tank	Day	250.00/600.00
	1208	Pressure Washer, 3,000 to 5,000 psi	Day	350.00
	1205	Remote Tank Cleaning (Gamajet) Head	Day	275.00
	1201	Specialty Nozzles, Roto Jet or Butterworth or equivalent	Day	45.00
PUMPS	1311	Air Conveyor, Vac-U-Max	Day	150.00
	1301/1302	Pump, up to 1", Petroleum / Chemical	Day	60.00/95.00
	1313	Pump, 1" or 2", Jet (Gas Eductor)	Day	250.00
	1303/1304	Pump, 2", Petroleum / Chemical	Day	85.00/195.00
	1305	Pump, 2", Chemical Peristaltic	Day	350.00
	1306/1307	Pump, 3", Petroleum / Chemical	Day	100.00/295.00
	1312	Pump, 3", Hydraulic (Archimedes/MT30) w/power pack	Day	1,500.00
	1308/1309	Pump, 4", Petroleum / Petro-Submersible	Day	175.00/325.00
	1310	Pump, 5"- 6", Petroleum	Day	400.00
	1314	Pump, Blackmer Stainless Steel Sliding Vane	Day	650.00
	1315	Pump, Corken, Coro Vane or Equivalent	Day	650.00
	1316/1317	Pump, Double Diaphragm, stainless steel, 1" / 2"	Day	200.00/300.00
HOSES / PIPES FITTINGS	1405	Guzzler/Air Mover Vacuum Breaker	Day	30.00
	1406	Guzzler/Air Mover/Jetter Fittings (elbows, tees, etc.)	Day/Each	8.00
	1423	Hose, Chlorine Transfer, certified	Ft/Day	45.00
	1415/1416	Hose, Discharge (lay flat) 2" / 3"	50 ft/Day	10.00/12.00
	1417/1418	Hose, Discharge (lay flat) 4" / 6"	50 ft Day	15.00/25.00
	1401/1402	Hose, Fire, 1.5" / 2.5"	50 Ft/Day	15.00/17.50
	1403/1404	Hose, Guzzler/Air Mover, Flex or Pipe, 4" / 6"	Ft/Day	3.50/4.00
	1420	Hose, Hydraulic, 1"	Ft/Day	25.00
	1421/1422	Hose, LPG/NH ₃ , 1" Vapor / 2" Liquid Transfer	Ft/Day	10.00/20.00
	1407	Hose, Pneumatic	50 Ft/Day	10.00
	1425	Hose, Stainless Steel	Ft/Day	35.00
	1408/1409	Hose, Suction & Discharge, 2", Petro / Chemical	25 Ft/Day	15.00/30.00
	1410/1411	Hose, Suction & Discharge, 3", Petro / Chemical	25 Ft/Day	25.00/40.00
	1412/1413	Hose, Suction & Discharge, 4", Petro / Chemical	25 Ft/Day	35.00/60.00
	1414	Hose, Suction & Discharge, 6", Petro	25 Ft/Day	45.00
	1424	Hose, Teflon, 1" Rubber Jacketed or 2" Stainless Braid	Ft/Day	35.00
	1419	Hose, Wash, up to 1"	50 ft/Day	10.00
	1426	Stinger, 2", CPVC/SS/Carbon	Day	100.00
	1427	Transfer Fittings (gauges, nipples, risers, etc.)	Transfer	250.00
SUPPORT	1501	Air Knife	Day	150.00
	1554	Airless Sprayer	Day	85.00

CATEGORY	ITEM #	DESCRIPTION	UNIT	RATE
SUPPORT (cont.)	1555/1502	Bag Filter System, Single / Dual Pod (bag filters add'l)	Day	60.00/75.00
	1567/1568	Banding Equipment, 2-inch	Hour/Day	30.00/240.00
	1503	Carbon Filtration System, 55 gal drum	Each	350.00
	1504	Chipping Gun, Pneumatic	Day	40.00
	1505	Compactor, Hand Operated	Day	150.00
	1506	Decon Cleaning Pool, Portable 10' x 15'	Day	125.00
	1507	Decon Cleaning Pool, Portable 10' x 30'	Day	200.00
	1508	Decon Cleaning Pool, Portable 20' x 100'	Day	550.00
	1509	Decon Cleaning Pool, Portable 25' x 50'	Day	275.00
	1510/1553	Decon Station, Personnel 2 / 3 Stage (supplies add'l)	Day	50.00/75.00
	1511	Electrical Accessories (cords, GFI, adaptors)	Day	14.00
	1559/1560	Flare, Ground Set 2" / 3"	Day	200.00/300.00
	1561	Flare, Stack, 2"	Day	100.00
	1562	Flow Meter, 2", Stainless Steel	Day	150.00
	1512/1513	Forklift, 5K to 10K lb / Attachment	Day	275.00/100.00
	1514	Generator, less than 4 kW	Day	50.00
	1515	Generator, 4 kW to less than 7.5 kW	Day	115.00
	1516	Generator, 7.5 kW to 12.5 kW	Day	165.00
	1517	Handheld Pipeline Locator System	Day	150.00
	1518	Jackhammer	Day	150.00
	1519	Ladder, Extension & Folding	Day	40.00
	1557/1558	Laser Level Kit, 1/16" x 100' / 1/4" x 100'	Day	55.00/15.00
	1520	Light Tower, Trailer Mounted	Day	175.00
	1521	Light, Explosion-Proof	Day	44.00
	1522/1523	Light, Stand, Regular, 500W / 1000W	Day	16.00/60.00
	1524	Office Space (for command post at NRCES as available)	Day	1,500.00
	1525	Pipe Plug 4" to 18" (includes 20' air line hose)	Day	95.00
	1526	Pipe Plug 18" to 24" (includes 20' air line hose)	Day	155.00
	1527	Pipe Plug 24" to 36" (includes 20' air line hose)	Day	175.00
	1528	Pipe Plug 36" to 48" (includes 20' air line hose)	Day	215.00
	1529	Pipe Plug 48" to 60" (includes 20' air line hose)	Day	350.00
	1563	Portable Breathing Air Compressor	Day	375.00
	1530	Power Pack, Hydraulic, 1 hp (<0.75 kW)	Day	50.00
	1531	Power Pack, Hydraulic, 16 hp (0.75 kW < 12 kW)	Day	138.00
	1532	Power Pack, Hydraulic, 40 hp (12 kW < 30 kW)	Day	275.00
	1533	Power Pack, Hydraulic, 60 hp (30 kW < 45 kW)	Day	500.00
	1564	Power Pack, Hydraulic, 75 hp (45 kW - 56 kW)	Day	750.00
	1534	Road Closure Signs, reflective	Day/Each	50.00
	1535	Road Closure, Barricades, Cones, Delineators	Day/Each	5.00
	1536	Sand & Floor Dry Spreader Attachment	Day	95.00
	1537/1538	Saw, Chain / Cutoff	Day	60.00/125.00
	1539	Soil Sampler, Hollow Stem	Day	50.00
	1556	Surf Rake, Model 600 HD	Day	750.00
	1540	Tools, Hand (brooms, shovels, etc.)	Each/Day	5.00
	1541	Tools, Mechanical Set	Each/Day	50.00
	1542	Tools, Non-Sparking	Each/day	15.00
	1543	Tools, Power, small (drills, sawzall etc.)	Each/Day	35.00
	1565	Trident Magnetic Patch	Day	1,000.00
	1544	Truck Ramps	Day	150.00
	1545/1546	Vacuum, HEPA / Shop (filters add'l)	Day	250.00/50.00
	1547	Vactor/Jetter Attachment (hydro-exca, Drum-It Head, nozzles)	Day/Each	95.00
	1566	Vapor Extraction System, portable	Day	350.00
	1548	Welding Unit / Torch Set, Portable	Day	85.00
	1549	Wildlife Rehabilitation Pool	Day	200.00
	1550	Wildlife Shelter, 19' x 35'	Day	2,000.00
1551	Wildlife Shelter, 20' x 20'	Day	750.00	

CATEGORY	ITEM #	DESCRIPTION	UNIT	RATE
	1552	Yokohama Fenders, 8' diameter	Day	175.00
COMMS	1601	Base Station	Day	75.00
	1602	Cellular Phone (airtime over \$10 per day add'l)	Day	35.00
	1603	Computer and/or Printer	Day	95.00
	1604	GPS Unit	Day	50.00
	1605	High Power Repeater System w/Generator	Day	300.00
	1606	Radio, UHF or VHF, Portable	Day	25.00
	1607	Satellite Phone (includes 20 minutes airtime per day)	Day	75.00
	1608	Satellite Dish for HS Internet	Day	125.00
SAFETY	1701	Air Sampling Kit (tubes add'l)	Day	40.00
	1702	Chest or Hip Waders, Insulated Cooling Vests	Day	25.00
	1703	Chlorine A/B/C Response Kits (gaskets add'l)	Day	500.00
	1726	Cylinder Containment Device	Day	2,000.00
	1727	Complete Turnout/Bunker Gear	Day	275.00
	1704	Eyewash Station	Day	35.00
	1705	Drager CMS Meter	Day	200.00
	1706	Floatation Work Suit	Day	50.00
	1707	Floatation Work Vest, PFD	Day	10.00
	1710	Harness/Lanyard/Safety Line	Day	25.00
	1711	Meter, 4EC Radiation	Day	350.00
	1712	Meter, LEL/O2/H2S/CO	Day	150.00
	1725	Meter, LEL/O2/H2S/CO/PID	Day	250.00
	1713	Meter, Jerome Mercury	Day	600.00
	1723	Meter, Lumex Mercury	Day	850.00
	1714	Meter, Personal / Gillian, Single/4-gas	Each/Day	35.00
	1715	Meter, Personal / Particulate Monitoring	Day	150.00
	1716	Meter, PID/HNU/OVA	Day	200.00
	1717	Mercury Vacuum (consumables add'l)	Day	750.00
	1728	Midland Capping Kit	Day	1,000.00
	1724	Remote Drum Drilling Unit	Day	600.00
	1708/1709	Respirator, Full Face / Half Face (cartridges add'l)	Day	25.00/20.00
	1718	Salvage Cylinder/Coffin	Day	1,500.00
	1719/1729	SCBA or Egress Bottles w/ lines / Refill	Day/Each	125.00/25.00
	1720	Six Pack / Regulated Air Supply (includes up to 300' airline)	Day	300.00
	1721	Tripod and Winch	Day	250.00
	1722	Truck Rollover/Cylinder Drill Kit/Betts Valve	Day	400.00

Equipment Terms:

1. NRCES does not rent equipment in a bare condition. All equipment shall be operated and controlled by NRCES Personnel only. All equipment sent to site by NRCES shall be in a basic operating condition. Additional components charged to customer include, but are not limited to, multiple hose lengths, blast shields, specialty tips or fittings, specialty connections, noise abatement, catalytic converters, etc. Equipment prices do not include fuel, operator or mobilization unless otherwise stated. Fuel consumed in non-mileage related operation of equipment, including vehicle and non-vehicle equipment and vessels, will be charged at cost plus 20%. Vacuum truck washouts will be charged at cost plus 20%. Regulatory permits and environmental fees (HP Fees, BTU Fees, etc) shall be assessed at cost plus 20% based upon the equipment and duration of such unit.
2. Time charges are calculated portal to portal, including any demurrage beginning with equipment mobilization activities from the NRCES office or operations center unless otherwise specified, including all time at the site. Time charges terminate at the conclusion of the operation, which includes transportation of equipment back to NRCES office or operations center and completion of any necessary demobilization activities, including disposal, cleaning, repair, replacement and/or delivery to NRCES of restored equipment.
3. Day rates are based on 8 hours of operation. Equipment will be charged in half-day increments for additional hours over 8, up to a total of 3 days charge during a 24-hour period. Minimum charge for daily rate equipment is daily charge per day. Minimum call out for hourly equipment is four hours per day for local projects and eight hours per day for projects over 50 miles from mobilization site. Customers will be charged for unused requested equipment until released and returned to service per Note 2.
4. Equipment not specified on the Price List will be charged at cost (including rental, insurance, freight, fuel, etc.) plus 20%.
5. In addition to payment of rental charges, Customer agrees to pay NRCES, in accordance with rates contained in this Price List, for any cleaning or repairs necessary to return all equipment to the same condition as at the commencement of services (with the exception of normal wear and tear). Customer is also responsible for the payment of all transportation and disposal charges for any waste generated during cleaning. Only NRCES or its subcontractors shall perform any cleaning and decontamination operations on all equipment owned, rented or subcontracted by NRCES. If NRCES determines that equipment cannot be returned to the condition it was in at the commencement of the services, Customer shall pay for all costs at cost plus 20%, including freight and other expenses incurred by NRCES to replace this equipment. All boom, whether new or used, that is damaged beyond repair shall be replaced by NRCES with new boom at Customer's expense at cost plus 20%, including freight and other expenses.

MATERIALS AND SUPPLIES

CATEGORY	ITEM #	DESCRIPTION	UNIT	RATE
BAGS/SHEETING	M100	Bulk Bag, 1 yard	Each	22.00
	M101	Plastic Bag, 36" x 60", 6 mil, 50/roll or box	Roll/Box	95.00
	M102	Plastic Bag, 36" x 60" (drum liner)	Each	3.00
	M103	Roll Off Box Liner	Each	35.00
	M104	Sheeting, 20' to 32' x 100', 10 mil	Roll	155.00
	M105	Sheeting, 20' to 32' x 100', 6 mil	Roll	115.00
CLEANERS	M205/M200	Cleaner, Hand, 14 oz tub / 1 gallon	Each	4.00/30.00
	M201	Cleaner, Marine/Industrial (Simple Green or equivalent)	Gallon	25.00
	M202	Disinfectant (bleach, A-33, or equivalent)	Gallon	3.00
	M204	Decon Solvent (HD Citrus Degreaser, BioSolve, PES-51)	Gallon	77.00
	M207	Mercury Cleaning Solution	Gallon	65.00
	M206	Mercury Vapor Suppressant	Pound	34.00
	CONTAINERS	M318	1 Gallon, Poly Pail	Each
M301/M313		5 Gallon, Bucket w/ Lid / Plastic Carboy	Each	18.00/20.00
M302		10 Gallon, Open Top, Steel	Each	95.00
M319		15 Gallon, Open Top, Poly	Each	61.00
M303		20 Gallon, Open Top, Steel	Each	65.00
M304		30 Gallon, Open or Close Top, Refurbished	Each	56.00
M305/M314		55 Gallon, Close Top, Steel, Refurbished / New	Each	60.00/90.00
M306/M315		55 Gallon, Open Top, Steel, Refurbished / New	Each	60.00/90.00
M316/M307		55 Gallon, Open or Close Top, Poly, Refurb / New	Each	71.00/90.00
M308		85 Gallon, Overpack, Unlined, Black	Each	225.00
M309		85 Gallon, Overpack, Lined, Yellow	Each	255.00
M310		95 Gallon, Overpack, Poly	Each	265.00
M317/M311		275-300 Gallon, Liquid Tote, DOT, Recon / New	Each	225.00/450.00
M312	Triwall Box, Cubic Yard, DOT Approved	Each	125.00	
SAFETY	M400	Acid Suit, 1 Piece	Each	90.00
	M401	Boot, Steel Toed, PVC/Nitrile	Pair	28.00
	M442	Face Shield	Each	10.00
	M402	Glove, Brown Jersey	Pair	3.00
	M403	Glove, Inner, Cotton, Latex or Nitrile	Pair/Box	1.00
	M404	Glove, Inner, Cotton, Latex or Nitrile	50/Box	30.00
	M405	Glove, Silver Shield	Pair	4.50
	M406	Glove, Heavy Duty, PVC, Green, PVC 14"	Pair	4.00
	M407	Glove, Heavy Duty, Black	Pair	8.00
	M408	Glove, Heavy Duty, Butyl Rubber	Pair	30.00
	M409	Hard Hat	Each	25.00
	M410	Overboot, Disposable	Pair	5.00
	M425	Protective Gear Level A	Each	1,400.00
	M426/M427	Protective Gear Level B	Each/Change	450.00/300.00
	M428/M429	Protective Gear Level C	Each/Change	85.00/55.00
	M430/M431	Protective Gear Level D	Each/Change	35.00/20.00
	M432	Rain Gear, 2 Piece	Set	20.00
	M433	Respirator, Cartridge, Single, OV, Acid Gas, P100	Pair	25.00
	M443	Respirator Cartridges, Combo	Pair	33.00
	M434	Respirator, Cartridge, Mercury/chlorine	Pair	50.00
	M436	Safety Eyewear	Each	7.00
M438	Safety Vest	Each	25.00	
M444	Thermo Pro	Each	450.00	
M439	Tyvek Suit, Coated, Saranex	Each	30.00	
M440	Tyvek Suit, Disposable	Each	12.00	
M441	Tyvek Suit, Poly-Coated	Each	13.00	

CATEGORY	ITEM #	DESCRIPTION	UNIT	RATE	
SORBENTS	M500	Absorbent, Chemical Stabilizer, 35 lb	Bag	130.00	
	M501	Absorbent, Absorb X	Bag	17.50	
	M512	Chemical pads, 15" x 9", 100/Bale	Bale	90.00	
	M502	Floor Dry 25 lb	Bag	10.50	
	M503	Neutralizer (citric acid, soda ash or bicarbonate)	Bag	65.00	
	M504	Oil Snare on Rope, 50 ft/Bag	Bag	135.00	
	M505	Oil Snare, 30/Cartron	Carton	110.00	
	M513	Orange Construction Fence, 4'x100'	Roll	45.00	
	M506	Sorbent Boom 5" x 10', 4/Bale	Bale	100.00	
	M507	Sorbent Boom 8" x 10', 4/Bale	Bale	185.00	
	M508	Sorbent Roll, SXT 638, 38" x 144' x 3/8"	Roll	175.00	
	M509	Sorbent Sheet 17" x 19" x 3/8", 100/Bale	Bale	75.00	
	M510	Sorbent Sweep 17" x 100' x 3/8"	Each	130.00	
	M514	Straw Waddles, 25 ft/Roll	Roll	30.00	
	M511	Vermiculite, 4 cu.ft. /Bag	Bag	28.00	
	MISCELLANEOUS	M621	Air Mover Dry Filter Sock	Each	18.00
		M600	Banner Tape, 3"	Roll	20.00
M619		Catch Basin Filter	Each	53.00	
M601		Cotton Rags, 25 lb Box/Bale	Each	50.00	
M602		Decon Pool, Small Personnel	Each	30.00	
M603		Sample Supplies (pogo pump, jars, brass tubes, caps)	Each	7.00	
M604		Duct Tape, 2"	Roll	7.50	
M605		HazCat Kit (each fingerprint)	Per Test	25.00	
M622/M623		HEPA Vacuum Consumables, Standard / Complete	Each	50.00/450.00	
M606		Mercury Vacuum Consumables Change Out	Each	75.00	
M620		Negative Air Exhaust Consumables Change Out	Each	170.00	
M607		Petro Flag Test Kit	Per Test	35.00	
M612		Photo Documentation, Disposable or Digital	Each	35.00	
M613		Poly Rope, 600', up to 1/2"	Roll	90.00	
M614		Sand Bags, Filled	Each	8.50	
M616		Sprayer, Hand Held (Hudson), 3 gal.	Each	55.00	
M801		Water, Drinking, 24/case	Case	14.00	
M850		Mileage for Car (M850 + Eq Item#)	Mile	0.65	
M851		Mileage for Trucks/Vans (M851 + Eq Item#)	Mile	0.75	
M852		Mileage for Commercial Trucks (M852 + Eq Item#)	Mile	0.95	
M860		Equipment Fuel (Gasoline) (M860 + Eq Item#)	Gallon	4.50	
M870		Equipment Fuel (Diesel) (M870 + Eq Item#)	Gallon	5.00	
M901/M902		Transportation to TSDF, Triwalls / Drums	Each	160.00/45.00	
D903	Disposal of Non-Haz Liquid Waste at NRCES	Gallon	0.35		

Materials and Supplies Terms:

- All materials and supplies utilized, whether listed in daily reports or not, are chargeable. Any materials or supplies not listed on Price List, including Wildlife Trailer supplies and expendables and third-party invoices for services, charged at cost plus 20%.
- Quotes for waste disposal are based on meeting approved profiles. NRCES will assist Customer in identifying disposal facility options and provide price quotes. However, this does not constitute a referral and it is the sole responsibility of the Customer to designate the disposal facility. NRCES will not take title to any wastes: dangerous, hazardous or non-hazardous.
- The number of change-outs of Personal Protective Equipment (PPE) are based on conditions occurring in the work area. PPE shall be changed at a frequency that conforms to safety practices to prevent exposure to employees during the work activity. PPE categories:
 Level D: Coveralls/Uniform, Steel Toe Boots, Safety Glasses, Work Gloves, Hard Hat and Safety Vest as applicable;
 Level C: Level D plus, Disposable Tyvek, Full Face or Half Face Respirator (excluding cartridges) ;
 Level B: Level C plus supplied air and egress air bottle or SBCA (Supplied air equipment includes mask, 100' air supply hose, supplied air, bottle manifold and egress bottle or SBCA);
 Level A: Quoted per Price List for specific project requests and requirements
- Petroleum based products prices subject to change at any time based on increased manufacturing costs.
- NRCES reserves the right to substitute products of equal quality and construction without affecting the performance. NRCES applies the Brand Name of a product as a reference only, and reserves the right to substitute the product for similar and or equivalent products as it deems necessary.
- NRCES use of facility-directed or customer-directed decontamination products, including but not limited to degreasing agents, cleaners, strippers, conditioners, cutter stock, etc., shall be done at the facility's or customer's risk.
- A surcharges of \$0.15 per mile will be added to Mileage rates for every \$0.50 over \$4.00 cost per gallon of diesel. A surcharge of \$0.25 per gallon will be added to Equipment Fuel rates for every \$0.20 over \$3.75 cost per gallon of gasoline and \$4.00 cost per gallon of diesel. Fuel cost data will be based on fuel prices in the local NRCES office area at time of service per U.S. Energy Information Administration statistics available at www.eia.gov.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: American Guarantee and Liability Insurance Company		26247
INSURER C: Chartis Specialty Insurance Co.		26883
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** NYC-006964922-05 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GLO 5490861-00	03/16/2012	03/16/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP5490850-00	03/16/2012	03/16/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UMB-5490862-00	03/16/2012	03/16/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC5490852-00	03/16/2012	03/16/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CONTRACTORS POLLUTION/E&O		COPS16441004	03/16/2012	03/16/2013	LIMIT (ANY ONE OCCURRENCE): 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence of Coverage

CERTIFICATE HOLDER **CANCELLATION**

NRC Environmental Services Inc. 2950 Kurtz Street San Diego, CA 92110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Paul Martelloni <i>Paul Martelloni</i>
---	--

AGENCY CUSTOMER ID: 000000

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED NRC Environmental Services Inc. 2950 Kurtz Street San Diego, CA 92110	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL COVERAGES:

U.S. LONGSHORE & HARBOR WORKERS
(Compensation Risks) - STATUTORY

BUSINESS LICENSE

CITY OF ESCONDIDO

The business named below is granted this license pursuant to the provisions of the Escondido Municipal Code to engage in, carry on, or conduct the business, trade, calling or occupation described below. Issuance of this license is not an assurance the proposed use conforms to city zoning or other regulations and shall not relieve the licensee of compliance with building, zoning, fire, or other ordinances of the City or the State of California, nor shall issuance be deemed a waiver of past or future violations of such laws, nor constitute a barrier to pursuit of appropriate legal action against the license holder for such violations. License holder shall renew the license before the expiration date.

Description: 207-CONTRACTOR-ENGINEERIN
Business Name: NRC Environmental Services
Business Location: 2950 KURTZ ST
SAN DIEGO, CA 92110
Business Owner: Steven Canito

NRC Environmental Services
2950 Kurtz St

SAN DIEGO, CA 92110

TO BE POSTED IN A CONSPICUOUS PLACE

Business License Number: 165195
Effective Date: March 01, 2012
Expiration Date: February 28, 2013

City of Escondido Community Development Department

By: Barbara J. Redlitz
Barbara J. Redlitz, Director of Community Development

NOT TRANSFERABLE



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.:11

Date: April 25, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Jerry Van Leeuwen, Director of Community Services
Rich Buquet, Neighborhood Services Manager

SUBJECT: Public Hearing to Approve the FY 2012-2013 One-Year Action Plan for Use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Funds

RECOMMENDATIONS:

1. Solicit and consider citizen input on the FY 2012-2013 Action Plan for use of CDBG and HOME funds;
2. Adopt Resolution No. 2012-70 approving the HOME budget and authorizing the Director of Community Services and City Clerk to execute contracts as appropriate; and
3. Approve the submittal of the FY 2012-2013 Action Plan to the U.S. Department of Housing and Urban Development (HUD).

In the alternative, Council may choose to modify the recommended FY 2012-2013 Action Plan for the allocation of CDBG and HOME funds.

FISCAL ANALYSIS:

The City of Escondido receives annual formula allocations of HOME and CDBG funding from HUD. All expenses for activities and administration of activities outlined in this report are paid for with HOME and CDBG funds and do not impact the City's general fund.

It is anticipated that the City of Escondido will receive approximately \$1,380,516 in CDBG entitlement funds as well as approximately \$216,000 in program income generated from the sale of the property located at 2196 Montemar Avenue and \$406,866 in HOME entitlement funds for FY 2012-2013. Should the actual allocation be substantially higher or lower than estimated, a public hearing will be scheduled for a future date to approve an Action Plan amendment revising the allocation amounts. The City defines a substantial change to the scope of a project as a change that affects the funding level by greater than 25 percent for projects budgeted at more than \$100,000. Non-substantial increases or decreases to the HOME or CDBG allocations will be proportionally dispersed to current distributions.

FY 2012-2013 One-Year Action Plan for CDBG and HOME

April 25, 2012

Page 2

PREVIOUS COUNCIL ACTION:

On March 24, 2010, Council held a public hearing and approved the FY 2010-2015 Consolidated Plan and the FY 2010-2011 Action Plan for CDBG and HOME funds.

On March 28, 2012, Council held a public hearing and reaffirmed the community development priorities adopted in the FY 2010-2015 Five-Year Consolidated Plan and approved an allocation process for FY 2012-2013 CDBG funds.

BACKGROUND:

Based on community needs assessments and public participation, six community development priorities were identified and adopted as part of the FY 2010-2015 Consolidated Plan for CDBG and HOME.

In accordance with the City of Escondido's public participation plan, Council held a public hearing on March 28, 2012, and reaffirmed those priorities for FY 2012-2013. The FY 2012-2013 Action Plan for use of CDBG and HOME funds describes the specific activities the City will carry out to address those priorities during the third year of the five year period.

HOME Funds

The City anticipates receiving \$406,866 in HOME funds for FY 2012-2013. Ten percent of that amount and ten percent of the projected program income derived from loan repayments (a total of \$63,185) is reserved for the City's costs of administering the program. A minimum of 15 percent of the annual allocation of HOME Program funds (\$61,299) must be reserved for the housing development activities of Community Housing Development Organizations (CHDOs). A total of five percent of the HOME grant may also be used to provide operating funds to certified CHDOs, but is not required to be used for that purpose. HOME Program funds must be committed or reserved within two years and expended within five years of allocation.

FY 2012-2013 Housing Activities

A variety of programs and projects have been utilized to address the priorities of the 2010-2015 Consolidated Plan, which was adopted in March 2010. There are six adopted housing priorities, many of which overlap and could be achieved within the same activities. As adopted by the Consolidated Plan, they include: 1) Increasing homeownership opportunities; 2) Conserving the supply of existing ownership housing; 3) Expanding the stock of affordable rental housing; 4) Promoting neighborhood stability by increasing the length of stay in rental housing; 5) Increasing the supply of well-designed multi-family housing units; and 6) Expanding the supply of three- and four-bedroom rental units.

Homeownership Opportunities

Priorities 1 and 2 relate to the need for homeownership in Escondido. The rate of homeownership in Escondido is 54 percent, which is lower than the state and national averages of 57 percent and 67 percent respectively as reported by the 2010 Census. The anticipated FY 2012-2013 One-Year Action Plan will address the need to reduce turnover rates and increase a sense of ownership within the community. The issuance of Mortgage Credit Certificates (MCCs) and Homebuyer Entry Loan Program (HELP) loans to assist first-time homebuyers in the purchase of their homes will contribute to increased stability. The five year Consolidated Plan's objective is to assist approximately 15 households per year with HELP loans and assist three households per year with MCCs.

HELP Program

The HELP program is a City-administered first-time homebuyer program that currently provides loans up to 5 percent of the purchase price of a home (maximum \$25,000) to assist homebuyers earning 80 percent or less of the San Diego County area median income (\$64,250 for a household of four) to purchase their first home. The HELP program has been funded with HOME funds since September of 1996. In FY 2009-2010, 47 HELP loans were issued; during fiscal year 2010-2011 37 HELP loans were issued. During the first half of FY 2011-2012, 42 loans were issued. While the maximum loan is \$25,000, the average loan is \$9,820; the reduced amount allows for the issuance of more loans and thus more opportunities for first-time homebuyers to purchase a home. In anticipation that the coming year will be similar to this year, and due to the continued high rate of home loan foreclosures and proportionate need for home loan assistance, staff is anticipating the need for much of the Housing Development HOME funds to be allocated to the HELP program for issuance of loans for the upcoming fiscal year. The remainder is allocated to Community HousingWorks.

Rental Housing Assistance

Priorities 3, 4, 5 and 6 relate to the improvement of the supply of rental housing in the City to meet the needs of Escondido residents. The Consolidated Plan cites overpayment for housing as a widespread housing problem in Escondido, especially among lower-income renters. Additionally, the rate of overcrowding is especially acute for large-related renter households. This trend reflects in part the limited supply of large rental units in Escondido. The Consolidated Plan sets forth an objective of assisting in the provision of 23 deed-restricted rental units for families per year, four of which would be three- or four-bedroom units. 55 deed-restricted rental units (the Crossings) were completed in FY 2011-2012.

Affordable Housing Project Development

As a strategy toward meeting related priorities, the anticipated City's FY 2012-2013 One-Year Action Plan will place an emphasis on the rehabilitation and, where appropriate, new construction of rental

units. Redevelopment and rehabilitation will occur with the assistance of HOME funding and recycled Housing Set-Aside Funds, as leverage to other funding sources. During the upcoming fiscal year, the City anticipates the completion of the redevelopment of the El Norte Apartments at the intersection of Broadway and El Norte Parkway, providing 36 multi-family rental units that include two-, three- and four-bedroom units by Community HousingWorks. Funding for this project included previously committed HOME funding and current CHDO HOME funding. Urban Housing Communities anticipates completing the redevelopment of 6 manufactured home units at Mountain Shadows and Escondido Views Mobile Home Parks for ownership, funded with NSP funding. In addition, San Diego Habitat for Humanity will commence self-help construction on a minimum of 11 town homes for first time homebuyers, developing two unimproved lots on Elm Street adjacent to the Escondido Creek Trail, utilizing previously committed HOME funding.

Analysis of Impediments to Fair Housing (AI)

The City participates with regional partners to assess impediments to fair housing. The regional partners selected a consultant to prepare an Analysis of Impediments to Fair Housing in order to adequately assess any impediments on a regional basis. The consultant held several workshops throughout the county and provided the jurisdictions with a plan. The "San Diego Regional Analysis of Impediments to Fair Housing Choice" is available on the Housing Division Web page for public review. It was submitted to HUD in July, 2011.

CDBG Funds

The City of Escondido anticipates receiving \$1,380,516 in CDBG entitlement funds for FY 2012-2013 as well as approximately \$216,000 in program income, generated from the sale of the property located at 2196 Montemar Avenue. No more than 15 percent of the entitlement funds (\$207,077) may be used for public service activities, and no more than 20 percent (\$276,103) may be expended for administrative activities. There is no limit to the percentage that may be expended for capital improvement or other neighborhood revitalization activities in low- and moderate -income neighborhoods.

CDBG Review Process:

The City of Escondido accepts and reviews applications for CDBG funding throughout the year. A description of the CDBG funding process, application materials and resources for technical assistance are posted on the Neighborhood Services Web site and are provided by staff upon request. In accordance with the City's Consolidated Plan public participation policy, the City conducts two public hearings to solicit and consider citizen input.

To date, the City of Escondido has received four proposals from outside agencies for FY 2012-2013 CDBG funding. Three requests are for public service funds: 1.) Angels Depot requesting \$9,442 for a senior emergency meal box program; 2.) Escondido Community Child Development Center (ECCDC)

requesting \$20,000 for a Child Enrichment Program focused in the Mission Park area 3.) Meals on Wheels, whom we currently fund, requesting \$14,300 for in home meal delivery to moderate and low income seniors and one request for uncapped, capital improvement funds from The Center for Community Solutions requesting \$15,000 for roof replacement on 6 transitional housing units.

Staff has reviewed the applications for completeness and eligibility. Specific allocation recommendations for CDBG-funded activities are included as Appendix C in the attached FY 2012-2013 Action Plan.

FY 2012-2013 CDBG-Funded Activities

The Action Plan describes all the activities the City will carry out during fiscal year 2012-2013 to address the priorities of the Consolidated Plan. The priority areas are youth, economic development, transportation for seniors, neighborhood revitalization, homelessness and ADA improvements to public facilities. Specific activities recommended for FY 2012-2013 funding are described below. Specific allocation recommendations for these activities are included as Appendix C in the attached FY 2012-2013 Action Plan.

Proposed Capital Improvement and Neighborhood Revitalization Activities

CDBG-Funded Code Enforcement

CDBG-funded neighborhood revitalization efforts would include funding two part-time Code Enforcement Officers to work in commercial areas of CDBG-eligible census tracts. The officers would address code issues relating to business licensing, illegal signage and other appearance and compliance issues generally associated with commercial areas.

Elm Street/Habitat for Humanity Project

This project will include full street improvements consisting of new curbs, gutters, retaining walls, sidewalks, street lights and new surfacing of streets in public rights of way on Elm Street between Washington and the Escondido Creek Trail and will incorporate elements to facilitate future revitalization of the Escondido Creek Trail.

Grape Street Improvement Project

This project will include full street improvements consisting of new curbs, gutters, retaining walls, sidewalks, street lights and new surfacing of streets on Grape Street, between Washington and Mission Avenues.

Tulip Street Multi Phase Improvement project

Funding for the Tulip Street, multi-year, multi-phase Improvement Project, which includes full street improvements consisting of new curbs, gutters, retaining walls, sidewalks, street lights and new surfacing of streets, is included in the FY 2012-2013 Action Plan allocations. This will be combined with future CDBG funding, if needed, to complete the entire project from 9th to 2nd Avenues.

Grants to Blocks

Implemented to address the neighborhood revitalization priority, this program addresses the need to fund multiple, small neighborhood revitalization projects such as the Neighborhood Clean-ups or the Right-of-Way Enhancement Program as well as support neighborhood organization efforts in low-income neighborhoods.

Proposed Public Service Activities

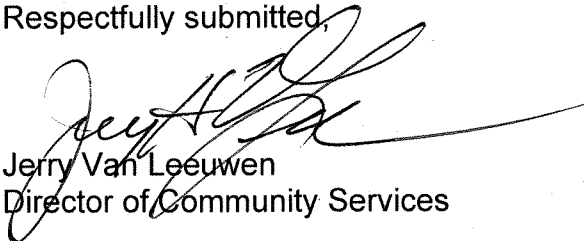
The FY 2012-2013 Action Plan includes activities which address the priorities of the Consolidated Plan. Staff recommends continued funding for the following programs.

- Learn to Swim program, providing water safety training to low-income youth and adults in the Mission Park area;
- Exceptional Promise scholarship program, providing opportunities for low- and moderate-income individuals to participate in activities offered by the Escondido Recreation Division which might otherwise be economically unfeasible;
- Bi-lingual, workforce-oriented computer training targeted at Mission Park area residents;
- Workforce-oriented computer lab at the Escondido Public Library;
- Food 4 Kids Backpack program providing 50 very low income students at Lincoln Elementary with backpacks full of healthy food each week;
- Older-Adult services provided by the City's Community Services Department, including a low-cost transportation program, Senior Nutrition and CARE Program at the Joslyn Senior Center;
- Meal delivery services for homebound seniors and people with disabilities;
- SAFEWALK, a parent volunteer effort to ensure students can walk to and from school safely, leveraging Escondido Union School District funds;
- Regional Winter Shelter, which serves homeless men and women during the cold winter months.

The maximum allowable allocation for administration of the CDBG program (20%) is also included in the FY 2012-2013 Action Plan allocation recommendations per Council's recommendations at the March 28, 2012 public hearing.

The FY 2012-2013 Action Plan for CDBG and HOME will be available for a 30-day public review and comment period from April 3 - May 2 on the City's Web site www.escondido.org and upon request from the Neighborhood Services Division. Public input received will be incorporated into the final Action Plan document which will be submitted to HUD in May 2012.

Respectfully submitted,



Jerry Van Leeuwen
Director of Community Services



Danielle M. Lopez
Neighborhood Services Management Analyst

Signing for:

Rich Buquet
Neighborhood Services Manager

City of Escondido

**FY 2012-2013 One-Year Action Plan
Third Program Year
CDBG and HOME**

**Sam Abed
Marie Waldron
Olga Diaz
Ed Gallo
Michael Morasco**

**Mayor
Deputy Mayor
Councilmember
Councilmember
Councilmember**

DRAFT

**Available for Public Review and Comment
April 3, 2012 – May 2, 2012**

**Submitted to the U.S. Department of Housing and Urban Development
May 10, 2012**

**City of Escondido
Neighborhood Services Division
Housing Division
201 N. Broadway
Escondido, CA 92025
(760) 839-4517
(760) 839-4519**

Table of Contents

Executive Summary3
Public and Private Resources.....5
Institutional Structure.....13
Citizen Participation.....14
Monitoring Standards.....15
Lead Based Paint.....17
Housing18
Homeless and Special Needs Populations.....21
Fair Housing.....xx
Community Development.....22
Non-Homeless Special Needs Housing29
Other Requirements.....29

Appendices

- Appendix A – Summary of Analyses of Impediments to Fair Housing
- Appendix B – HOME Budget
- Appendix C – CDBG Allocations Tables
- Appendix D – Map: Escondido’s CDBG-Eligible Areas
- Appendix E – Map: Distribution of CDBG Funded Projects by Local Priority
- Appendix F – Needs Tables
- Appendix G – Project Sheets
- Appendix H – CDBG and HOME Certifications and SF-424 Application Forms

EXECUTIVE SUMMARY

Each year, the City is required to prepare an action plan specifying how resources will be allocated to address the priorities established in the Consolidated Plan.

The FY 2012-2013 One-Year Action Plan specifies how CDBG and HOME Investment Partnership funds will be allocated to achieve the community development and affordable housing priorities of the 2010-2015 Consolidated Plan. The FY 2012-2013 One-Year Action Plan includes the following components:

The FY 2012-2013 Action Plan covers the third year in the City's FY 2010-2015 Consolidated Plan period. The Five-Year Consolidated Plan and the One-Year Action Plan are required as part of the application and planning processes for four formula-based federal housing and community development programs: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Emergency Shelter Grants (ESG) and Housing Opportunities for Persons with AIDS (HOPWA). The City of Escondido directly receives and distributes CDBG and HOME funds. ESG and HOPWA funds are received indirectly through the County of San Diego.

The statutes for the grant programs included in the Consolidated Plan set forth three basic goals to benefit low and very low-income persons:

1. Provide a suitable living environment. This includes improving the safety and livability of neighborhoods, organizing working and viable neighborhood groups, increasing access to quality facilities and services, reducing the isolation of income groups within areas by expanding affordable housing opportunities and revitalizing deteriorating neighborhoods, restoring and preserving natural and physical features of special value for historic, architectural, or aesthetic reasons and conserving energy resources.
2. Provide decent housing. This includes retaining the affordable housing stock, increasing the availability of permanent housing that is affordable to low-income households without discrimination, assisting homeless persons to obtain affordable housing and increasing supportive housing that includes structural features and services to enable persons with special needs to live independently.
3. Expand economic opportunities. This includes creating and retaining jobs accessible to low and very low-income persons, providing access to credit for community development that promotes long-term economic and social viability and empowering low-income persons in federally-assisted and public housing to achieve self-sufficiency.

The consolidated strategy allows communities to establish a unified vision for housing and community development activities through a collaborative effort and process. By consolidating the submission and reporting requirements for HUD formula programs, the federal government is providing local jurisdictions with an opportunity to better shape the various programs into effective, coordinated neighborhood and community development strategies. It also creates the opportunity for strategic planning and citizen participation to take place in a comprehensive

framework and reduces duplication of effort at the local level. It integrates economic, physical, environmental, community and human development in a comprehensive and coordinated fashion so that families and communities can work together and succeed.

The City of Escondido's current Consolidated Plan was developed through a collaborative community process that identified needs, established priorities and developed goals, objectives and performance benchmarks for housing and community development actions. The Plan covers the period of FY 2010 – 2015 and was approved by City Council through a public process on March 24, 2010. The housing needs are similar to those discussed in the California State mandated Housing Element.

In FY 2012-2013, the City of Escondido will use a multi-faceted approach to provide affordable housing and meet community development needs. The critical factors in this approach are: the formation of partnerships among public, private and nonprofit agencies and the leveraging of resources to revitalize low-income neighborhoods to acquire and rehabilitate affordable housing; to develop first-time homebuyer opportunities; to create jobs and prepare low-income individuals to secure and maintain employment; to transition homeless families/individuals to self-sufficiency; and to provide health and human services to meet the needs of special populations.

The City defines a substantial change to the scope of a project as a change that affects the funding level by greater than 25 percent for projects budgeted at more than \$100,000. Non-substantial increases or decreases to the HOME or CDBG allocations will be proportionally dispersed to current distributions. The City of Escondido will work to identify opportunities to leverage resources from other sources of funding to offset reductions as appropriate.

The recent loss of redevelopment funds requires us to evaluate what other funding sources may be available to continue programs and meet anticipated accomplishments related to the Housing priorities in the Consolidated Plan. The Housing Division will reassess our priorities and objectives to see if there are other possible implementing programs or funding sources that would allow us to continue to fulfill our one-year and five-year goals.

GEOGRAPHIC AREA

To best address the priorities of the Consolidated Plan, CDBG resources are concentrated in specified low-income areas to achieve a more targeted benefit (see Appendix E - "Distribution of CDBG-Funded Projects by Local Priority.") These areas include the Mission Park area, which includes two low-income census tracts (Census Tracts 202.02 and 202.12) which have been identified as two of the lowest income tracts in the entire county, requiring significant resources to address quality-of-life issues such as employment and services for at-risk youth and their families, the Westside area (Census Tract 205.00) and other low-income areas which are targeted for residential and commercial/industrial revitalization.

PUBLIC AND PRIVATE RESOURCES

Many federal, state and local resources are expected to be available to address the housing and community development priority needs identified in the 2010-2015 Consolidated Plan.

Leveraging

The City of Escondido's policy is to use CDBG and HOME funds to leverage additional private and public resources, including in-kind resources from organized neighborhood groups, to address the Consolidated Plan priorities. The City encourages partnerships and collaborative efforts with private enterprises, neighborhood groups and nonprofit agencies. In addition, the City encourages shared funding arrangements with agencies or subrecipients requesting CDBG and HOME funding. In evaluating projects and services to be funded with CDBG and HOME funding, their ability to leverage and contribute other resources is heavily considered. The City has leveraged HOME funds with resources such as Neighborhood Stabilization Program funds, Tax Credits, Set-Aside Redevelopment funds and private mortgages. Leveraging resources will continue to be a priority, although Redevelopment funds will no longer be available.

Supportive Housing Program (SHP) Funds

Escondido's homeless service providers have been very successful in competing for SHP funds. These funds provide transitional housing and support services for homeless families and a variety of special populations. The Supportive Housing Program is a critical source of funding for Escondido's Continuum of Care.

The Spruce Street Project provides stabilization, support services and short-term housing with a capacity to support 34 homeless adult individuals with alcohol, drug and/or mental health problems. Interfaith Community Services is the lead agency and has leased the City-owned property on Spruce Street for the past 15 years. In January 2011, the City terminated the lease for the purposes of future redevelopment and the terms of the lease transitioned to a month to month basis. On January 25, 2011 the City issued notice to the leaseholder extending the lease until June 30, 2011 with no change in rent. Therefore, the lease termination date was extended to June 30, 2011.

The Escondido New Resolve project will be supported by \$56,000 in Veterans Affairs per-diem funds through Interfaith Community Services, \$230,000 in VA Homeless Grant funds, \$37,000 in resident rent, and approximately \$36,000 in Parolee Partnership funds for a total of approximately \$516,000 during FY 2010-2011. The Vietnam Veterans of San Diego is the lead agency for this 44-bed transitional housing and supportive services project, which houses 33 homeless veterans and 11 homeless non-veterans. Residents participate in a variety of programs, including drug treatment, mental health services for trauma and other problems, and job training and placement.

Genesis I and II are transitional housing projects for homeless families with children, sponsored by Interfaith Community Services. A one-year SHP renewal grant for Genesis I (\$103,415) and a one-year grant for Genesis II (\$64,214) that began in January 2011 and March 2011, respectively, maintain these 92 beds. The renewal grants support intensive case management, vocational rehabilitation, psychological counseling and life skills training to help homeless families achieve self-sufficiency. Interfaith Community Services will continue to reapply in annual federal NOFAs for a similar amount of funding.

Interfaith receives an annual \$82,129 in HUD SHP funds for the CASA program, which serves women and children with a disability and/or a history of domestic violence. This is a longer-term transitional housing program with intensive case management and related support services. CASA has its renewed grant funding start again each April 1.

Interfaith also receives two additional SHP grants, each funding six permanent supportive housing beds for chronically homeless seniors with disabilities. The first grant, Raymond's Refuge I, is for \$558,732 and covers the period of August 2008 to July 2011. The second grant, Raymond's Refuge II, is for \$575,735 and covers the period of May 2009 to April 2011.

Shelter Plus Care

Shelter Plus Care funds, administered by the County of San Diego, provide transitional housing and support services for homeless individuals and families who are disabled, mentally ill, or substance abusers. Interfaith Community Services received \$193,382 for a one-year renewed sponsor-based contract. The County of San Diego HCD partners with Mental Health Systems annually to renew the Shelter Plus Care Tenant Based Program which provides permanent housing to individuals and families receiving supportive services. This renewal process generally occurs each Spring-Summer.

Department of Justice

The City of Escondido Police Department successfully competes for grants for programs which support Consolidated Plan objectives. \$2.3 million in funds is being received from the U.S. Department of Justice Community Oriented Policing Services (COPS) Hiring Recovery Program Grant, which supports the City's priority to revitalize low-income neighborhoods through direct citizen involvement in improving the physical and social environment. By definition, community-oriented policing involves direct citizen participation. COPS officers work closely with Neighborhood Services and Code Enforcement to address neighborhood code violations, abandoned vehicles and engage in other neighborhood revitalization activities.

The Escondido Police Department received \$20,000 in Project Safe Neighborhood funds from SANDAG to work local gun suppression operations to keep illegal guns of Escondido's streets.

The California Gang Reduction, Intervention and Prevention Plan grant allows the Escondido Police Department and Escondido Education COMPACT to proactively identify at-risk youth and provide proper gang intervention. The \$250,000 in grants funds support a multi-disciplinary approach to gang prevention, intervention, and suppression in the City of Escondido.

Federal Emergency Management Agency (FEMA) Emergency Food and Shelter Program (EFSP)

Federal ARRA funding, which, in combination with other HUD monies and private donations, is used to address the City's priority homeless needs. For FY 2009-2010, Interfaith Community Services received \$56,999.10 from ARRA funds for Motel Voucher Program and for Congregate

and Supplemental Food. Through the 2011-2011 year, funding from these federal streams consisted of the following:

- ARRA - \$183,404, processed as a supplement to Interfaith's normal annual FSS contract via Lifeline Community Services for Family Self-Sufficiency
- FEMA EFSP assistance -
 - 19,353 pounds of food for pantry distribution, valued at \$16,329
 - \$43,245 reimbursement for congregated (served) meals in the Escondido area
 - \$20,807 worth of rent/mortgage assistance, provided from May – July 2010; provided from Interfaith's Escondido office (not necessarily just to Escondido residents)
 - \$15,180 in hotel/motel vouchers

Interfaith expects to apply for the 2011-2012 cycle of FEMA EFSP assistance during April when the RFP is released, with awards made in July of 2011.

Department of Labor/Workforce Investment Act (WIA) Programs

Workplace Investment Act (WIA) programs and the Homeless Veterans Reintegration Program (HVRP) are also offered within Escondido. Interfaith Community Services operates a variety of programs for veterans, which provide supportive services, case management, psychological counseling (including specialized PTSD/TBI treatment), and employment services. Interfaith has received over \$2,959,150 for WIA programs for veterans over the past 3 years. This includes a WIA grant (January 2009 – December 2011) for Recently Separated and Dislocated Veterans in the amount of \$500,000 and an HVRP grant (FY 2009-2012) in the amount of \$900,000.

In addition, North County Inland Career Center receives WIA funding grants to operate its one-stop shop consolidated career center offering a variety of services for the unemployed and for those at risk. Ongoing programs at NCICC include case management, job skills assessment, occupational skills training, job search assistance and computer classes. The North County Career Centers received approximately \$980,000 dollars in WIA funds to assist job seekers with retraining or On the Job (OTJ) opportunities.

The Escondido Education COMPACT receives Workforce Investment Act funding to provide workforce development services (including education support, work-readiness training, work-based opportunities and youth leadership development) for youth ages 14 to 21 in Escondido and neighboring North County cities. COMPACT has just been awarded \$488,480 in WIA funding for the FY 2012-2013 to provide these youth services.

In addition, COMPACT has received over \$150,000 in WIA funding to provide a 2012 Summer Youth Employment Program for youth ages 14 to 21 in Escondido and neighboring North County cities.

Department of Health and Human Services (HHS)

HHS funds essential services for programs with children and maternal health components, as well as domestic violence programs. A variety of programs are operated by Neighborhood Healthcare including medical, dental, behavioral health, pharmacy, HIV outreach, education and treatment for the uninsured.

Other Federal Healthcare Resources

Primary medical and behavioral health care integration program in collaboration with Mental Health Systems, Council of Community Clinics, Community Research Foundation, Imperial Beach Health Center, and the County of San Diego. This funding originates with the Federal SAMHSA program.

Clinic services, outreach and health education related to family planning. This funding originates from Federal Title X.

Healthcare for the Homeless provides for medical, dental and behavioral health services to individuals who meet the 'homeless' criteria. These funds originate from Federal programming.

Healthcare services, including primary care, behavioral health and oral health for the uninsured are supported in part by the Federal Health Resources and Services Administration Agency (HRSA)

Department of Veterans Affairs (VA)

The VA funds essential housing and supportive services for homeless and non-homeless veterans in Escondido. In FY 2010-2011, Veterans Village of San Diego (VVSD) expects to receive approximately \$360,000 from the VA and \$209,000 from HUD to provide mental health, alcohol/drug treatment and job training services for homeless veterans. In addition, through the 2011-2012 fiscal year, Interfaith Community Services will receive VA reimbursement funding for Escondido-based housing including Veterans transitional housing on Aster Street, the 44-bed Merle's Place transitional housing program, and a Recuperative Care program for ten Veterans at a time on Aster Street. The total annual dollars for these three programs is expected to be approximately \$1,146,500.

Social Security Administration

The Social Security Administration (SSA) has, in the past, provided grant funds for programs that serve chronically homeless disabled persons with services including Social Security eligibility screening and application assistance, housing, drug/alcohol treatment, therapy, case management and other supportive services. Although funding from SSA ended in April 2008, through the successful leveraging of other resources Interfaith Community Services has continued to provide advice and referrals for Social Security eligibility, and continues to provide the other services to the chronically homeless population in Escondido.

County of San Diego

The County of San Diego supports a wide range of services in Escondido that contribute to achieving the Consolidated Plan's community development objectives. The County's Aging and Independence Services division supports nutrition and transportation services for older adults in Escondido. In addition, mental health counseling and treatment, residential and non-residential alcohol/drug recovery services, juvenile diversion, child abuse prevention and public health services are all provided through County offices located in Escondido and through local nonprofit organizations supported with County funds.

During FY 2011-2012, Palomar Family Counseling Services, Inc. (PFCS) anticipates receiving funds from County Children's Mental Health (CMH) Services to provide on-site counseling and case management services at the Escondido Union High School District's various locations. In addition, PFC anticipates receiving funds from CMH to provide individual and group counseling and case management for preschool age children and their parents. PFC is also receiving funds from the County's Health and Human Services Agency – School Age Services for a North County Prevention and Early Intervention program (NCPEI) for elementary age school children and their families at Rose and Pioneer elementary schools.

Neighborhood Healthcare receives funding from the First 5 Commission of San Diego that partially provides for services of a part-time pediatric dentist, care coordination for high-risk children 0-5 years of age and prenatal women, and a treatment fund for uninsured children and prenatal women. This funding originates from the State and goes to the County.

CalFresh Outreach Program, previously the Food Stamp program, provides outreach, application assistance and general support to applicants in an effort to improve access to Cal Fresh benefits. This funding originates from Federal programming.

The Low Income Health Program (LIHP) is no cost insurance for adults between the ages of 19 - 64 years of age who are not eligible for Medi-Cal and meet established financial guidelines. A majority are those with chronic conditions such as diabetes and/or hypertension. The program pays for office visits to a primary care provider, case management, care coordination, nutrition/diabetes education classes, prescription medicines and dental services. County funding provides for outreach, application assistance, enrollment, retention and utilization activities. This funding originates from State/Federal matching funds.

Funds from First 5 Commission of San Diego are used to assist with enrolling children, 0-5 years old and pregnant women in a public health insurance program such as Healthy Families, Medi-Cal, AIM, California Kids, Kaiser Child Health Plan, helping them maintain coverage, and instructing on appropriate use of covered services. This funding originates from the State.

State of California

The State of California supports numerous programs within Escondido that support achievement of the Consolidated Plan priorities, including funds from the Department of Education, Child Development Division to support childcare facilities and to subsidize tuition for low-income residents and families in Escondido.

For FY 2011-2012, Escondido Community Child Development Center will receive Department of Education funds totaling \$2,849,091. ECCDC has three licensed facilities with 100 employees. The Agency is fully subsidized to serve 67 infants, 146 toddlers, and 190 preschool age children for a total of 403 children daily. Children are offered two main meals and two snacks each day: ECCDC serves over 300,000 meals per year subsidized by the California Adult and Child Food Program (CACFP).

The State receives Federal funds which are matched to provide Neighborhood Healthcare reimbursement for services provided for Medi-Cal, Denti-Cal and FPACT (Family Planning, Access, Care, Treatment).

Redwood Elderlink receives Department of Education funds totaling approximately \$28,000 per year for enhanced meal and nutrition programs offered to seniors and disabled adults.

Redwood Elderlink also receives approximately \$54,000 per year from the State of California (via the County of San Diego Aging and Independence Services Division) in an adult day care contract to provide specialized Alzheimer's care and supportive services to families. Elderlink also receives approximately \$18,000 in a Title III contract for adult day care services for eligible seniors.

Local School Districts

Palomar Family Counseling Service, Inc. (PFCS) anticipates receiving funding from the Escondido Union High School District for site-based counseling services.

In addition, the Escondido Police Department received a Safe Schools/Healthy Students (SS/HS) Initiative CARE Youth Project Grant of \$35,900 through the Escondido Union School District (EUSD). This is a federal program designed to prevent violence and substance abuse among the nation's youth, schools and communities. The grant covers salary and overhead expenses for a part-time Police Reserve Officer who will be assigned to work with EUSD to prevent gang violence in elementary and middle schools.

The School Community Violence Prevention Program Grant provides \$54,000 from the San Diego County Office of Education to pay an Intervention Case Worker dedicated to the School Community Violence Program/Family Intervention Team (F.I.T.) Project. Under the project the Intervention Case Worker: participates in all home visits and parent workshops coordinated by F.I.T.; provides technical assistance and support to F.I.T. regarding project timeline, objectives, and data collection; and collects all necessary data from Escondido Police Department to finalize evaluation reports.

California State Library

The California State Library awards approximately \$50,000 in funds to the Escondido Library for adult, family and mobile Literacy services. In addition, these funds provide staffing to support the services provided. Funding for these programs is also provided through Literacy Friends Group and the Library Trust Fund.

Department of Mental Health

The California Department of Mental Health Support Services Initiative Act (SSIA) provides funds for psychiatric and psychological services to chronically mentally ill, homeless adults.

Redevelopment Set-Aside Fund

The 20% tax increment Redevelopment Set-Aside Funds have been Escondido's most significant local resource for housing development, rehabilitation, acquisition, tenant rental assistance, new construction, homebuyer assistance, and support services for the City for several years. Redevelopment funds have entirely funded a rental subsidy program for seniors/disabled tenants, a single-family rehabilitation loan program and a first-time homebuyer program for moderate income buyers, in addition to providing funding to many new development and acquisition/rehabilitation projects. The recent loss of redevelopment funds requires the City to evaluate what other funding sources may be available to continue programs and meet anticipated accomplishments related to the Housing priorities in the Consolidated Plan. Since this will no longer be a source of available funding after the middle of FY 2011-2012, the Housing Division will reassess our priorities and objectives to see what other possible implementing programs or funding sources would allow us to fulfill our five-year priorities.

Successor Agency Funds

The Community Development Commission of the City of Escondido was dissolved in January 2012 after 27 years. During those years funds were set aside and held in a low- and moderate-income housing fund. Based on current legislation, any funds that were held in the low- and moderate-income housing fund will be returned to the Redevelopment Property Tax Trust Fund in the County. Assets held by the low- and moderate-income housing fund, including repayments of loans originally funded from Housing Set-Aside Funds are retained by the Successor Agency. Under the Community Redevelopment Law, these funds must be used to increase and improve the supply of low- and moderate-income housing within Escondido.

California Housing Finance Agency (CalHFA) HELP Program

The goal of the CalHFA HELP (Housing Enabled by Local Partnerships) program was to provide affordable housing opportunities through program partnerships with local government entities, consistent with their affordable housing priorities. While the program has been temporarily suspended, there are five developments that have been assisted with a low-interest, ten-year CalHFA loan in the last ten years, three of them within the previous five-year Consolidated Plan period. Juniper Senior Village, a 61-unit affordable senior development, benefited by a CalHFA loan in 2008 and was completed in fiscal year 2010-2011. The City does not expect any additional CalHFA loans to be available in the upcoming fiscal year.

Section 8 Vouchers

The Section 8 rental assistance program is administered for Escondido residents by the County of San Diego. The total number of households served by Section 8 rental assistance in the City of Escondido for FY 2010-2011 was 1,089. An average of \$786,306 was spent on the program each month, totaling \$9,435,675.81 for the year. It is anticipated that a similar number of households in Escondido will be assisted in FY 2012-2013.

Low-Income Housing Tax Credits In the past, the City has been successful in assisting affordable housing developments that have received tax credits. The City assisted in two recent tax credit applications for projects that were completed and another application for a project that is currently in the development process. All three projects were awarded tax credit allocations. Juniper Senior Village, a 61-unit (60 affordable) senior housing development on Washington Avenue developed by National Community Renaissance (CORE), was awarded tax credits during the 2009-2010 Fiscal Year in the amount of \$863,947 annually and was completed in FY 2010-2011. The Crossings at Escondido, a 55-unit family rental development on Mission Grove Place, developed by Urban Housing Communities was awarded tax credits in the amount of \$2,033,305 annually in September, 2009. The project was completed in Summer 2011.

Community HousingWorks is proposing a 36-unit affordable rental project in Escondido, and was awarded tax credits in September, 2011, in the amount of \$658,287 annually. The project is expected to break ground in late FY 2011-2012.

Private Resources, Nonprofit Agencies

United Way - United Way supports achievement of the Consolidated Plan priorities in two important ways: by providing grant funds for specific projects and by partially funding the general operating expenses of nonprofit health and human service providers in Escondido. A wide range of services are provided with United Way funding. These services contribute to creating Escondido's comprehensive service systems for special populations and the continuum of care for the homeless.

Easter Seals – Provides services to people with autism and other disabilities through their Adult Services and Child Development Centers in Escondido.

Private Foundations and Funds - The City works with and funds local nonprofit agencies which actively seek private foundation and other funding to help achieve the community development priorities of the Consolidated Plan. Human service agencies funded by the City receive funding from a variety of private foundations. In some cases, CDBG funds are leveraged to acquire these private resources.

Bank Mortgages - Private financing coming from banks and other financial institutions represents a significant contribution to the City's total housing program funding resources. These private funds are used in mobilehome park conversions, first-time homebuyer loans, acquisition, rehabilitation and new construction programs.

Local Initiatives Support Corporation (LISC) - LISC's mission is to assist community residents and Community Development Corporations (CDCs) in their efforts to transform distressed neighborhoods into healthy and sustainable communities. This organization believes that building Sustainable Communities will help improve and strengthen neighborhoods, provide a means to achieve positive community change for the benefit of low- and moderate-income persons, and help residents enjoy more fulfilling lives. In the past, LISC has assisted Community Housing of North County (now Community HousingWorks), a local nonprofit housing development organization, with funding commitments for its new construction and rehabilitation of affordable housing projects. Besides financial assistance, LISC also provides training, technical and organizational support to local nonprofit developers.

INSTITUTIONAL STRUCTURE

The City of Escondido Neighborhood Services Division will serve as the lead agency in the administration of all CDBG projects proposed in this plan. The City will contract with local nonprofit organizations to administer public service and fair housing activities in addition to administering some projects directly. Where applicable, contract agencies (subrecipients) will be responsible for program implementation. Contract performance will be monitored by the City of Escondido.

The City of Escondido will serve as the lead agency in the administration of HOME projects/programs proposed in this plan. The City will contract with local housing developers and lending institutions to help implement housing programs. City staff will work jointly in developing required reports.

Housing and community development programs in the City of Escondido will be carried out by an institutional structure that includes public institutions, nonprofit organizations, educational institutions and private industry. The institutional capacity of these agencies includes human resources to assist in the development, implementation and monitoring of housing and community development programs.

An assessment of the institutional structure in the City of Escondido indicates various agencies and organizations are actively collaborating to develop and administer programs and policies to increase affordable housing units and address community development needs. Examples of collaborators include:

- Escondido's 15 organized neighborhood groups
- SAFEWALK parent volunteer program members
- Escondido Workforce Roundtable
- Alliance for Regional Solutions
- Regional CDBG Administrators Group
- Fair Housing Resources Board
- Emergency Food and Shelter Program Board
- Escondido Police Department Gang Prevention Programs

Enhanced Coordination Between Public and Private Agencies

The City will work closely with other public and private agencies in order to implement and coordinate the objectives, programs and policies for producing and preserving affordable housing

and meeting community development needs. The City encourages the participation of other agencies in the development of affordable housing programs and social services aimed at reducing the number of households with incomes below the poverty line. Several nonprofit organizations in the community have been working with the City under different projects and programs. These organizations address the lower income segment of this community by providing services such as support services, education, job training, budget counseling and assistance in obtaining permanent housing.

Two nonprofit organizations located in Escondido are currently certifiable as Community Housing Development Organizations (CHDOs) by the Housing Division. They are San Diego Habitat for Humanity and Community HousingWorks. This certification promotes better coordination of available HOME federal funds for development of affordable housing. It also enhances coordination between public and social service agencies.

To coordinate the use of funding sources to develop Housing programs and projects and Community Development projects, a staff development review committee is utilized. The committee is made up of representatives from various City departments and divisions such as Housing, Neighborhood Services, Planning, Building, Code Enforcement, Finance, Engineering, Fire and the City Attorney's Office. Various members of the group meet as needed to discuss the physical development of the projects, as well as the use of HOME funds and other sources of funds for the development of the projects. This provides an effective method of coordinating the various departments, people, programs, and funding sources to be used in the jurisdiction.

Foster Resident Initiatives

The City of Escondido utilizes CDBG funds to directly involve residents in improving the physical and social environments of their neighborhoods. The City serves as a catalyst to stimulate residents' participation in the revitalization of their community by providing resources, technical expertise and support. Documented decreases in crime, code issues and graffiti have resulted from this partnership between neighborhood groups and the City.

CITIZEN PARTICIPATION

Public Hearings

Two public hearings were held to develop the FY 2012-2013 One-Year Action Plan. Both hearings were noticed in the *North County Times* in both English and Spanish in accordance with the city's Citizen Participation Plan. In addition, outreach was conducted through various channels including the monthly *Neighborhood News* e-newsletter sent out by the City's Neighborhood Services Division, E-mail notifications to interested parties and through the City's 15 organized neighborhood groups.

The first public hearing was held on March 28, 2012 to establish priorities and a process for the allocation of FY 2012-2013 Community Development Block Grant Funds for public service projects that support the Consolidated Plan objectives. At the March 28, 2012 hearing, one public comment was received and Council approved staff's recommendation to reaffirm the

existing priorities with one change to the Homelessness/Aids priority. Council voted to eliminate Aids from the priority as they felt the two do not relate.

At the second Public Hearing on April 25, 2012, staff presented specific program recommendations to support the five-year Consolidated Plan priorities and objectives. Proposals for funding were also presented to Council by members of the public. Public comments were heard. After considering all comments and requests for funding, the Council approved the activities as set forth in the Planned Activities sections and in the CDBG Allocations Tables.

FY 2012-2013 One-Year Action Plan Public Review and Comment Period

The FY 2012-2013 One-Year Action Plan was available for public review and comment from April 3, 2012 through May 2, 2012 in the Neighborhood Services Division at Escondido City Hall, 201 N. Broadway in Escondido, and on the City's Web site at www.escondido.org. Notice of the public review and comment period was published in both English and Spanish in the North County Times on March 27, and April 2, 2012. During that time, XXX comments were received.

MONITORING STANDARDS

As an entitlement city in the CDBG program and a participating jurisdiction in the HOME program, the City of Escondido is responsible for ensuring that federally-assisted projects and programs comply with all applicable statutes and regulations. The City will monitor the activities of all entities receiving funds from the City to ensure compliance with requirements and for taking necessary corrective action should performance problems occur.

Monitoring Standards for Home-Assisted Rental Projects and Program

Prior to disbursement of HOME funds to any entity, the City shall enter into a written agreement with the entity ensuring compliance with all applicable statutes and regulations. Agreements will remain in effect for the requisite period of affordability. The city will ensure all subrecipients comply with all pertinent regulations governing their operations, monitor their performance, and evaluate the capacity to perform the proposed work. In addition, invoices and reports are reviewed for progress and performance.

The City is responsible for the review of activities of owners of HOME-assisted rental housing to determine compliance with applicable regulations and written agreements. Post-completion property inspections shall be conducted to ensure that properties meet all local codes and standards. Multi-family housing projects containing at least 26 units shall be inspected on-site annually to determine compliance with housing codes and HOME regulations. and written agreements. For rental projects containing five to 25 units, an on-site review shall be made once every two years. Projects containing one to four units shall be inspected every three years. Review of rent levels and recertifications of tenant income levels, and compliance with HOME regulations and written agreements shall be conducted on an annual basis for all projects. The results of all reviews shall be and have been included in the HOME annual performance report (CAPER) and shall be and were made available for public review.

For HOME ownership projects the City verifies residency periodically through access to property tax rolls, other intra-agency resources, utility bills and mortgage statements. In the event that the unit is no longer owner-occupied during the required affordability period, the loan is due in full and staff will pursue recapture of HOME funds.

Monitoring Standards for CDBG Projects and Program

Recipients of CDBG funds (subrecipients) are required to enter into written agreements with the City prior to receipt of CDBG funds. The agreements govern the activities of subrecipients and specify regulations and conditions under which funds will be provided. Additionally, agreements define the purpose and nature of services and projects and where they will be provided, the tasks to be performed, the level of service to be offered in quantifiable units, performance measurements and a project implementation schedule within a defined contract period.

The City will monitor all CDBG project and program activities on an ongoing basis to ensure compliance with HUD regulations and City policies, facilitate timely completion of projects and provide opportunities for dialogue with subrecipients. Monitoring strategies will include on-site field visits, telephone calls, monthly review of financial records, quarterly review of agency performance reports and the provision of technical assistance as needed. Annual site visits will be conducted for all subrecipients new to the CDBG program, those with previous compliance or performance problems and those carrying out multiple or high-risk CDBG activities.

LEAD-BASED PAINT

The City of Escondido is committed to addressing lead-based paint hazards. On January 24, 2001, the Escondido Community Development Commission approved a grant program for lead-based paint testing and hazard reduction in pre-1978 housing, in conjunction with the Owner-occupied Housing Rehabilitation Loan Program. The program grants owner-occupants (who are rehabilitating their homes through the City's Rehabilitation Program) funding to conduct required lead-based paint related activities under Title X regulations such as paint testing, risk assessment, hazard reduction, or abatement and clearance. In the past grants were paid with Housing Set-Aside Funds budgeted for the Rehabilitation Program each year. It is anticipated that money for FY 2012-2013 will also be budgeted for lead-based paint activities for any rehabilitation programs or acquisition/rehabilitation projects, although it will not be available from Redevelopment Funds. City staff will continue to attend meetings, seminars and training regarding lead-based paint hazard testing and reduction, when possible. Staff will also continue to provide informational brochures to the public regarding lead-based paint hazard reduction.

HOUSING

Housing Resources

The City is a participating jurisdiction for the federal HOME program and anticipates receiving \$406,866 for fiscal year 2012-13, which is the HUD FY 2012-2013 HOME allocation. This represents a reduction of 49% from the allocation amount in FY 2011-2012 (\$798,518). The City also anticipates the ability to use loan repayments of approximately \$25,000. These monies will provide for first-time homebuyer loans for low-income residents, the development of future affordable housing, and administration costs. City staff will review any potential applications for additional federal and/or state resources, and any available private funding sources, in order to further leverage the currently available revenue streams.

The City of Escondido uses HOME funds to assist first-time homebuyers through the Homebuyer Entry Loan Program (HELP). The funds are used as a direct subsidy to the homeowner for closing costs, escrow costs or principal. The HELP program offers a loan amount of 5% of the purchase price, up to a maximum of \$25,000.

The City imposes recapture requirements that comply with the standards of the HOME Final Rule under Title 24 Section 92.254. If the property that is assisted with HOME funds is no longer owner-occupied, is refinanced or is sold during the first ten years, the homeowner is responsible for repaying the entire principal amount plus interest to the City. Interest is forgiven after ten years, but repayment of principal is still required. Recaptured funds are re-invested by the City into the HELP Program.

To accommodate the current trends in the housing market, including an increase in the number of property foreclosures and short-sales, the City has revised the loan documents for the HELP Program to protect the City's HOME funds. The documents have been revised to include specific language related to the Recapture Provisions required in CFR 982.254(a)(5)(ii). The language specifies what repayment the City would require if there were no net proceeds from a home sale or if the amount of net proceeds was less than the amount owed to the City through the HELP loan.

Affordable Housing Activities

A combination of housing programs and projects will be utilized in FY 2012-2013 to address the priorities of the 2010-2015 Consolidated Plan. There are six adopted housing priorities, several of which overlap and could be achieved within the same activities. Priority 5 will be combined with Priority 3, since all new rental units will be well-designed. As listed in the 2010-2015 Consolidated Plan, the housing priorities include:

1. Increasing homeownership opportunities;
2. Conserving the supply of existing ownership housing;
3. Expanding the stock of affordable rental housing;

4. Promoting neighborhood stability by increasing the length of stay in rental housing;
5. Increasing the supply of well-designed multi-family housing units; and,
6. Expanding the supply of three- and four-bedroom rental units.

The loss of redevelopment funding will have a negative impact on some of the Housing Division's programs, although the City will evaluate what other funding sources may be available to continue programs and meet anticipated accomplishments related to the Housing priorities.

Priorities 1 and 2 relate to the need for homeownership in Escondido. The rate of home ownership in Escondido is 54 percent, which is lower than the state and national averages of 57 percent and 67 percent, respectively, as reported by the 2010 Census. This FY 2012-2013 One-Year Action Plan addresses the need to reduce turnover rates and increase a sense of ownership within the community. The issuance of Mortgage Credit Certificates (MCCs) and HELP (Homebuyer Entry Loan Program) loans will assist first-time homebuyers in the purchase of their homes and contribute to neighborhood stability. Escondido participates in the San Diego County regional MCC program, with an independent firm administering the program. Each city pays a portion of the administration costs related to the number of MCCs issued in its jurisdiction. The City proposes to continue to provide funding toward administration of the MCC contract.

At the inception of the HELP program, over 50 loans were issued annually. The number of HELP loans declined considerably when housing prices escalated. However, with the recent foreclosure problem loan activity has increased substantially. During fiscal year 2008-09 71 HELP loans have were issued, during fiscal year 2009-2010 47 HELP loans were issued, and during FY 2010-2011 37 HELP loans were issued. During the first half of FY 11-12 42 HELP loans were issued. Staff continues to anticipate the need for much of the Housing Development HOME funds to be allocated to the HELP program for the issuance of subordinate deferred loans for the upcoming fiscal year.

Lower-income owner-occupants who live in substandard units have been designated a high priority for assistance in maintaining their homes. In keeping with the Consolidated Plan, the City expected to fund an average of 22 owner-occupied, single-family and mobile home rehabilitation loans each year. Funding of loans was planned to be accomplished with Housing Set-Aside (Redevelopment) Funds, which no longer exist. During the first half of FY 11-12 14 rehabilitation loans were funded to mobilehome owners. No additional loans were made to owners of single-family residences. The program is being discontinued with no additional source of funding identified.

Priorities 3, 4, 5 and 6 relate to the improvement of the supply of rental housing in the City to meet the needs of Escondido residents. The Consolidated Plan cites overpayment for housing as a widespread housing problem in Escondido, especially among lower-income renters. Additionally, the rate of overcrowding is especially acute for large, related renter households. This trend reflects in part the limited supply of large rental units in Escondido that are affordable to lower-income households. Priority 5 will no longer be a separate priority as all new multi-

family rental units will be well-designed. The Consolidated Plan sets forth an objective of providing 23 additional deed-restricted rental units for families per year. As a strategy toward meeting related priorities, the City's FY 2012-2013 One-Year Action Plan places an emphasis on the rehabilitation and, where appropriate, new construction of rental units. Redevelopment and rehabilitation will occur with the assistance of HOME funding and recycled Housing set-aside funds, as leverage to other funding sources.

During the 2009-2010 fiscal year the City continued to assist National CORE (formerly SoCal Development) in its redevelopment of a dilapidated mobilehome park into a senior complex with 61 rental units on Washington Avenue. The project opened in December 2010. The city also assisted Urban Housing Communities in its redevelopment of The Crossings (formerly Elder Place), a severely declining area of the Mission Park Neighborhood, into 55 multi-family rental units that include 17 three and four bedroom units. Occupancy of the units began in the summer of 2011.

During the upcoming fiscal year, the City anticipates the completion of the El Norte Apartments, which will provide 36 multi-family rental units that include two-, three- and four-bedroom units by Community HousingWorks. The units will be affordable to families earning between 30 and 60% AMI. The City also anticipates the completion of the redevelopment of six manufactured home units at two mobilehome parks, for ownership. In addition, it is anticipated that San Diego Habitat for Humanity will develop a minimum of eleven town homes, affordable to low-income first-time homebuyers.

In order to address the increasing need for housing for low-income seniors, the Consolidated Plan sets an objective to fund commitments to assist an average of 295 elderly households per year with rental assistance. The rental subsidy program has been funded entirely by Redevelopment funds, which no longer are available. 276 residents were being served at the time redevelopment funding was suspended. The program has been continued an additional month after the end of redevelopment funding for those most in need (those with an income of no more than 30% AMI). It is not known at this time whether a funding source will be found to maintain this program in FY 12-13.

Needs of Public Housing

There is no public housing in the City of Escondido. San Diego County administers section 8 rental assistance to Escondido residents in need of affordable housing.

HOME/American Dream Down Payment Initiative (ADDI)

ADDI funds are not anticipated for this year.

HOMELESS AND SPECIAL NEEDS POPULATIONS

Continuum of Care for the Homeless

Support for Escondido's homeless individuals and families will continue in FY 2012-2013 through participation on regional boards, commissions and other discussion forums which ensure

support for the series of programs that constitute Escondido's Continuum of Care. The One-Year Action Plan also includes the Regional Winter Shelter program, providing \$33,000 in funds which, leveraged with funds from several other cities in the region, provide emergency shelter for men and women during the cold winter months.

At its entry point, the Continuum consists of basic survival services such as food, clothing, shelter and case management. Additional services include job training and placement, life-skills training, childcare, support groups and residential care. These projects are part of Escondido's Continuum of Care for the homeless and are primarily funded through the Supportive Housing Program and supplemented with CDBG and other federal, state and private resources. These resources are listed and described in the Community Resources section of this report.

Activities to Meet the Needs of Special Populations

Nearly all of the CDBG-funded projects proposed for FY 2012-2013 are designed to meet the needs of special populations, including homeless, senior citizens and persons with physical disabilities. During FY 2012-2013, the City will support the following projects with CDBG funds to meet the needs of special populations:

- Workforce-oriented computer access and support at the library for individuals seeking job information, filling out online job applications, writing résumés, applying online for unemployment benefits, locating housing and searching for other workforce-related community resources;
- Daily in-home meal delivery for homebound, low-income seniors and people with disabilities;
- Daily hot meals to seniors;
- Specialized, coordinated transportation services for low-income seniors and people with disabilities;
- Case management and referral services for low income seniors;
- Emergency shelter and case management services for homeless men and women during the cold winter months;
- Weekend supplies of healthy food to very low-income elementary school students living in the Mission Park area;
- ADA improvements to City facilities and public capital projects.

Projects funded for FY 2012-2013 are well distributed throughout the City, with targeted concentration in the Westside and Mission Park areas. Specific project descriptions and allocation amounts are identified in "Appendix C - CDBG Allocations Tables." All proposed projects are required to undergo and receive environmental clearance in order to receive funding.

Emergency Shelter Grants (ESG)

Emergency Shelter Grant (ESG) funds are not directly received by the City of Escondido; however, local eligible agencies receive ESG funds through the County of San Diego. ESG funds sponsor women's and children's programs and sheltering programs for single individuals and families. For example, Interfaith Community Services received \$46,745 in FY 2011-2012. They anticipate receiving the same amount in fiscal 2012-2013.

COMMUNITY DEVELOPMENT PRIORITIES

The City of Escondido Neighborhood Services Division will serve as the lead agency in the administration of all CDBG projects proposed in this plan. The City will contract with local nonprofit agencies and organizations to administer public service and fair housing activities described in the One-Year Action Plan in addition to administering some projects directly. Contract agencies (subrecipients) will be responsible for program implementation. Contract performance will be monitored by the City of Escondido.

The FY 2010-2015 Consolidated Plan specifies six community development priority areas:

1. Youth and Families
2. Economic Development
3. Senior Transportation
4. Neighborhood Revitalization
5. Homelessness
6. Americans with Disabilities Act (ADA) community facility improvements

CDBG-FUNDED ACTIVITIES

To best address these priorities, CDBG resources are concentrated in specified low-income areas, to achieve a more targeted benefit. These areas include the Mission Park Area (Census Tracts 202.02 and 202.12) which includes two low-income census tracts that require significant resources to address quality-of-life issues such as employment and services for at-risk youth and their families; the Westside Area (Census Tract 205.00); and other low-income areas targeted for residential and commercial/industrial revitalization. The City of Escondido is anticipating receiving approximately \$1,380,516 in CDBG funds for FY 2012-2013, an approximate 12% reduction from the previous year. For a complete description of all CDBG funded activities and specific allocation recommendations see "Appendix C – CDBG Allocations Table."

Activities to Benefit Youth and Families

The Five-Year Consolidated Plan places great emphasis on addressing the needs of youth and families in the Mission Park area which encompasses two low-income census tracts located in the City's urban core.

Escondido's "Learn to Swim" program will continue to receive CDBG public service funds in FY 2012-2013, providing water safety classes in a low-income neighborhood. The program,

now in its third year of operation, served 102 youth with varying levels of swimming skill and experience during the first year and 182 youth in the second year. In the first half of FY 2011-2012, it had already seen an increase in participation with 168 participants enrolled.

Administered by the San Diego Food Bank, the Food 4 Kids backpack program provides discrete backpacks full of healthy foods, nutrition information and resource referral information to very low-income students at Lincoln Elementary each Friday before they leave school. The program has shown to improve school attendance and student performance for children who might not otherwise have enough to eat over the weekend.

Escondido Recreation Exceptional Promise scholarship program, provides bridge scholarship funding to low-income athletes who show exceptional promise in athletic activities, as identified by City recreation staff. Building on the success of the Share a Dream scholarship program, which has a cap of \$150 per family annually, Exceptional Promise scholarships will focus on empowering promising young athletes to pursue more advanced athletic goals. Specifically, the success of the previously mentioned Learn to Swim program which has led to an increased number of low-income young people becoming more interested in advancing their aquatics skills. Through this scholarship program, those young athletes will continue to have opportunities to pursue advanced athletic goals, such as joining the Escondido Swim Club, for which costs might normally be prohibitive.

Safe Walk, a volunteer based program, run by the Escondido School District, ensures low-income, at-risk elementary and middle school students a safe walk to and from school. With over 75 trained, parent volunteers monitoring the streets around the schools in the morning and afternoon.

Economic Development Activities

The Economic Development priority is being addressed with a continued program at the Escondido Public Library which provides computer access for individuals seeking job information, filling out online job applications, writing résumés, applying online for unemployment benefits, locating housing and finding out about other workforce-related community resources.

Additionally, the Economic Development priority is being addressed with a continued public service allocation to provide important job-readiness computer skills targeted at residents of the Mission Park Area.

Finally, a capital improvement project at the Oak Hill Child Care facility managed by North County Community Services and approved in FY 2010-2011 will also address the Economic Development priority by increasing the child care capacity at the facility by 48 children, enabling more families to enter or remain in the workforce and/or further their education.

Transportation Alternatives for Seniors

Another priority specified in the Consolidated Plan is the provision of low-cost transportation

alternatives for seniors. This priority will continue to be supported in FY 2012-2013 through the City's Older Adult Services Division, which has assumed the role of the City's coordinating agency for transportation services. The division chooses services (based on the community's needs) and maintains contracts with existing organizations and programs for low-cost transportation and assistance for a minimum of 150 older adults, including transportation to and from nutrition programs, free medical screenings, exercise programs and other activities offered at the Park Avenue Community Center (formerly known as Joslyn Senior Center) . These services prevent isolation and also prevent reliance on other more expensive forms of transportation.

In conjunction with senior transportation services, the senior nutrition program at Park Avenue Community Center (JSC) is included among the public service projects to receive continued funding in FY 2012-13. The JSC Nutrition Program serves hot lunch to seniors Monday through Friday. Attributed to the strained economic state, the JSC Nutrition Program has been experiencing a large and unexpected increase in the number of seniors ages 62+ dining in the program. In addition, they have expanded their program to include a weekend meal program, Park Avenue Café at Home (PACAH) which provides nutritious, frozen meals on Friday that can be simply reheated in a microwave on conventional oven.

Also supported in FY 2012-2013 and run by the City's Older Adult Services Division, is the CARES Program. This program, also based out of the Park Avenue Community Center , provides case management and referral services to low-income seniors, assisting them to meet the needs of daily living and preventing isolation.

Lastly, in regard to the senior transportation priority, the City will continue to support Meals on Wheels, in FY 2012-2013, for in home meal delivery services for 130 homebound seniors and people with disabilities.

Neighborhood Revitalization Activities Add Grape St, Elm St & Oak Hill

Neighborhood revitalization is identified as one of the City's key community development priorities in the FY 2010-2015 Consolidated Plan, and is intended to improve identified low-income areas, including the Mission Park area, the Westside area and other low-income neighborhoods. The City of Escondido's revitalization strategy focuses on efforts that are neighborhood-based with a high level of involvement by residents, businesses and human service agencies. The City's FY 2012-2013 One-Year Action Plan continues to place emphasis on completing comprehensive neighborhood street improvements in those targeted low-income areas.

Project NEAT (Neighborhood Enhancement, Awareness and Training) is a CDBG-funded activity implemented to address the neighborhood revitalization priority. The goal of Project NEAT is to improve the appearance and safety of neighborhoods through mediation, education and fostering relationships with neighbors. Project NEAT works with Escondido's organized neighborhood groups to resolve potential code compliance issues, mostly with regard to yard maintenance and other appearance-related issues, before they reach the level of code enforcement cases.

Project NEAT currently utilizes one Department Specialist working within the boundaries of Escondido's 15 organized neighborhood groups. To date, 295 Project NEAT cases have been opened and 253 have been resolved. Additionally, 10 cases have been referred directly to Code Enforcement which were obvious health and safety concerns and beyond the scope of Project NEAT.

Currently, Project NEAT is effectively resolving neighborhood appearance issues and continues to address the Consolidated Plan's neighborhood revitalization priority as well as the Council Action Plan Image and Appearance priority.

In addition to Project NEAT, CDBG-funded neighborhood revitalization efforts would include funding two part-time Code Enforcement Officers to address commercial properties in CDBG-eligible census tracts. This code enforcement activity works in conjunction with Project NEAT and other neighborhood revitalization efforts to address appearance and compliance issues relating to commercial properties in CDBG-eligible census tracts. While costs associated with correcting code violations are not eligible under CDBG regulations, costs incurred for code enforcement efforts are eligible provided that the enforcement takes place in deteriorating areas and in conjunction with other services (such as fostering relationships with the City's 15 organized neighborhood groups, neighborhood cleanups, street improvement projects like the Tulip Street Improvement Project, Grants to Blocks projects, etc.) According to CDBG regulations, both residential and commercial structures may be included in code enforcement efforts. The eligible area includes approximately 25,790 households and 1,852 businesses. The area is mostly residential, and this enhanced code enforcement acknowledges that the appearance and condition of business properties in a neighborhood greatly contribute to the overall appearance and economic vitality of that neighborhood.

Another project, implemented to address the neighborhood revitalization priority, is our Grants to Blocks Program. This program addresses the need to fund multiple, small neighborhood revitalization projects such as the Neighborhood Clean-ups or the Right-of-Way Enhancement Program as well as support of neighborhood organization efforts in low-income neighborhoods.

A capital improvement project to revitalize the Escondido Creek Trail is included in the FY 2012-2013 Action Plan to continue the momentum started with the Escondido Creek Trail Vision Plan (completed in March 2011).

To date, the City of Escondido has allocated approximately \$4 million in CDBG funds to the multi-phase Tulip Street Improvement Project in Census Tract 205.00. The first phase of this project, which included comprehensive street improvements on Tulip Street from 9th to 7th Avenues, was completed in June 2008. The second phase, which included comprehensive street improvements on Tulip Street from 7th to 5th Avenues, was completed in November 2009 and the third phase, which included comprehensive street improvements on Tulip Street from 5th to 3rd Avenues, was completed in January 2012. Funding for Phase 5 of construction is included in the FY 2012-2013 Action Plan allocations, which will be combined with future CDBG funding to complete the entire project from 9th to 2nd Avenues.

ADA Improvements to Public Facilities

In FY 2011-2012, the City will use general funds to continue to make improvements to public facilities as they are prioritized in the City's ADA Transition Plan, in addition to including ADA improvements in the design and construction of all capital improvement projects using CDBG funds.

Specific CDBG funding allocations for FY 2012-2013 are listed in "Appendix C – CDBG Allocations Table."

PROGRAMS TO REDUCE THE NUMBER OF POVERTY-LEVEL HOUSEHOLDS

Economic Development Master Plan and Comprehensive Economic Development Strategy (CEDs)

At the start of FY 2011-2012, the City assigned staff in the City Manager's Office to work on economic development activities. Their efforts focus on executing the strategies outlined in the FY 2011-2012 Council Action Plan for Economic Development. The primary strategy in the plan entails hiring a consultant to complete an Economic Development Master Plan for the City. The plan is in progress and will be completed by the end of FY 2011-2012. The plan will include strategies for business attraction, retention and expansion, as well as workforce development and other efforts to raise the City's median income and reduce poverty. The plan will be based on analyses of existing data and extensive stakeholder engagement. In addition, the plan will qualify under the Federal Economic Development Administration as a Comprehensive Economic Development Strategy (CEDs) which will allow the City to apply for federal funding for projects and programs that create jobs.

The Escondido Workforce Roundtable was expanded in early 2012 to include other North County cities and is emerging as a regionally focused group with an emphasis on flexibility and addressing employers' needs. Its members include government, education, business and workforce service providers. The goal of the Roundtable is twofold: to tie education (K-12, adult education, colleges and universities) with preparing youth and adults with relevant training and skills that will allow them to find well-paying jobs and to address employers' needs in filling their staff needs with well-educated, well trained employees.

Small Business Resources

The City refers small businesses to the Small Business Development Center (SBDC) at Mira Costa College for training in the areas of financing, marketing, business planning and other topics relevant to entrepreneurs. The SBDC conducts dozens of small business seminars each year. Business consultants from the SBDC offer free and low-cost 1:1 counseling to small businesses and can be contacted directly at the SBDC office in Oceanside.

Business Enhancement Zone

Established in February 2000 and modified in 2006, the Escondido Business Enhancement Zone (BEZ) has been an economic development tool that has helped a number of businesses establish or expand in Escondido. Development activities have picked up significantly in the last year, and new or expanding projects include the Westfield North County regional mall expansion, the new Palomar West hospital, multi-family housing projects that had been stalled and other private

investment. BEZ incentives are available to all commercial-use properties in Escondido, provided they meet the public benefit criteria. Incentives are granted on a case-by-case basis.

Mercado Business District

The Mercado Business District is located in the urban core of the City and within one of Escondido's low-income census tracts. In Spring 2011, a \$1.3 million street improvement project was completed on Grand Avenue. Grant funds from SANDAG (San Diego Association of Governments) financed most of the project cost. The improvements make the area more pedestrian friendly and attractive to residents and visitors. The design includes new sidewalks, street and pedestrian lighting, landscaping, fountains and a new traffic signal.

Transit Oriented Development

The Escondido Transit Center provides full bus service and access to the Sprinter light rail line. The Sprinter provides an alternative mode of transportation from Oceanside to Escondido. Numerous stops along the Highway 78 corridor allow Escondido residents to get to places of employment and institutions of higher education.

Future plans for intensive development around the Escondido Transit Center are being analyzed, with partners including the North County Transit District, local government agencies and private developers.

Permit Processing Fee Incentives for Targeted Commercial Areas

The City of Escondido has a long-time policy that provides fee waivers of up to \$500 for minor processing of applications and permits, in targeted commercial areas. This incentive allows small business owners in three targeted revitalization areas to process minor expansion and encroachment permits, and to receive permits for new signs, awnings, and façade improvements without the burden of City fees. Many of the business owners are in the low- and moderate-income level and operate their own businesses with a minimal number of employees.

Recycling Market Development Zone

The Recycling Market Development Zone (RMDZ) provides incentives and loans to encourage new "added-value" recycling businesses to locate in Escondido.

Section 3

As required by Section 3 of the Housing and Urban Development Act of 1968 (Section 3), and as amended by Section 915 of the Housing and Community Development Act of 1992, the City will ensure that economic opportunities generated by HUD financial assistance for housing and community development (such as HOME and CDBG funding) will be targeted to low- and very low- income individuals. Pursuant to Section 3, economic opportunities will include, but are not limited to, job training, employment, contracting, and subcontracting, and will be monitored and documented in the Annual Performance Report for the upcoming fiscal year.

Childcare Programs

ECCDC has three licensed facilities with 100 employees. The Agency is fully subsidized to serve 67 infants, 146 toddlers, and 190 preschool age children for a total of 403 children daily. Children are offered two main meals and two snacks each day: ECCDC serves over 300,000 meals per year subsidized by the California Adult and Child Food Program (CACFP).

Additionally, the Oak Hill Childcare Facility and street improvements project will expand childcare resources in Escondido as facilitated by North County Community Services, leveraging State of California grant funding.

Recreation and/or After-School Programs for Low-Income Youth

Also during FY 2012-2013, the City will use State of California After School Education and Safety (ASES) funding through a contract with the school district for the provision of after-school care at several elementary schools in low-income census tracts. The City will continue to encourage the provision of expanded recreation services at schools located in targeted geographic areas.

NON-HOMELESS SPECIAL NEEDS HOUSING

In order to foster and maintain affordable housing, the City will continue to implement and coordinate the objectives, programs and policies for producing and preserving affordable housing. The Housing Division will bring to City Council recommended uses for the available funds within the parameters of federal regulations and the priorities of the Consolidated Plan.

Housing Opportunities for Persons with AIDS (HOPWA)

HOPWA funds are not directly received by the City of Escondido; however, local eligible agencies receive HOPWA funds directly from the County's Department of Housing & Community Development (HCD). HOPWA funds provide housing assistance for people living with AIDS/HIV. Agencies administering HOPWA subsidies also provide supportive services to subsidy recipients such as transportation, emergency food, legal assistance, benefits counseling and support groups.

Approximately \$381,955 is expected to be awarded in FY 2011-2012 to Fraternity House, Inc. for its residential care facilities in Escondido and Vista. Fraternity House, Inc. is San Diego County's only licensed provider of Residential Care Facilities for the Chronically Ill (RCF-CI) disabled by HIV/AIDS. The organization's programs meet basic needs and provide direct services including housing, 24-hour personal care, assistance adhering to complex medication regimens, nutritious home-cooked meals, access to medical care, clothing, transportation, organized activities and emotional support. Skilled staff is on-site 24 hours a day. The organization is currently caring for two Escondido residents.

Specific HOPWA Objectives

The City of Escondido does not receive HOPWA funds.

OTHER REQUIREMENTS

Process for Amending the One-Year Action Plan

In accordance with the Citizen Participation Plan, amendments to the One-Year Action Plan are to be considered any time that a "substantial change" to a project is intended. A "substantial change" is defined as a change in the location of a project, a change in scope of a project which affects the funding level of *more than* \$25,000 for projects budgeted at \$100,000 or less, or greater than 25 percent of projects budgeted at more than \$100,000.

Any time an amendment to the One-Year Action Plan is made, a public hearing will be conducted and the public hearing will be noticed in local English and Spanish-language

publications. The notice will provide an explanation of the changes and describe how the changes will affect future funding. A 30 day public comment and review period will be provided before the amendment is submitted to HUD.

Affirmatively Furthering Fair Housing

The City of Escondido has made a strong commitment to the provision of fair housing in its community. The goal of the City's Fair Housing Program is to affirmatively further fair housing through specific educational, outreach, and monitoring activities.

Currently, the City contracts with the North County Lifeline to provide comprehensive fair housing services. The contract with North County Lifeline includes landlord/tenant counseling, which is administered by a full-time bilingual counselor/mediator who is available by phone on a daily basis. In addition, the provider educates property owners and managers and assists them to comply with fair housing regulations.

The City completed an analysis of impediments (AI) to Fair Housing in 1996 and participated in the completion of a Regional AI in 2000 and another in 2004. A new Assessment of Impediments to Fair Housing Choice (AI) has recently been prepared on a regional basis. A notice regarding citizen input was placed in local newspapers and the draft document was available for public review and comment for thirty days. The Fair Housing Resource Board (FHRB) a group made up of staff from local jurisdictions participating in the Regional AI, met several times to discuss collaborative actions to be taken with emphasis on determining solutions that can be implemented county-wide. The City will continue to address impediments to fair housing regionally and in Escondido as identified in the AI, and implement any solutions, programs and policies necessary. The current AI, submitted to HUD in 2011, includes regional and Escondido specific impediments, corresponding completion dates and recommendations. A summary of the impediments, the Fair Housing Action Plan, is included in Appendix A.

Affirmative Marketing

The City of Escondido requires compliance to affirmative fair housing marketing practices when landlords and owners of assisted units are advertising the availability of housing units to solicit applications from persons of all ethnic, racial and gender groups. Affirmative marketing practices include, but are not limited to, collection of race/ethnic origin data, community marketing efforts and waiting lists.

- Written material on Federal Fair Housing Laws will be distributed to owners/tenants. All advertisements and/or public announcements regarding the program will include the "Equal Housing Opportunity" logo.
- Each property assisted will be marketed in a manner to affirmatively further fair housing, including, but not limited to, the following:

Listing available units with the Section 8 Existing Marketing Section of HCD;

Attempting to fill vacant units with families who are active certificate holders through the Section 8 program or who are applicants on the waiting list for Section 8 Certificates/Vouchers;

Using the "Equal Housing Opportunity" logo in any newspaper advertisement, or written communication to community groups, organizations, agencies or other community contacts.

- To inform and solicit applications from those persons in the housing market area least likely to apply for the housing unit, owners will utilize various community contacts to advertise unit availability.
- The City will periodically review affirmative marketing efforts made by owners to ensure compliance with Equal Housing Opportunity provisions. Where an owner has failed to follow affirmative marketing requirements, appropriate actions available under program regulations and/or applicable laws will be taken to enforce conformity.

Owners will be encouraged to comply with provisions of affirmative marketing of the units for no less than seven years after the completion date of the project.

Outreach to Minority and Women Owned Businesses

Pursuant to our contracts and loan documents, all Escondido HOME fund recipients who are developing or producing affordable housing, and all CDBG fund recipients, are required to maintain records which demonstrate compliance with the Equal Opportunity and Fair Housing requirements, including documentation and data on the steps taken to implement outreach programs to minority-owned and female-owned businesses.

The City continues to ensure that documentation indicates the racial/ethnic or gender character of each business entity receiving a contract or subcontract of \$10,000 or more paid, or to be paid, with HOME or CDBG funds

Barriers to Affordable Housing

In Escondido and Southern California in general the biggest barrier to affordable housing continues to be cost, although the recent drop in home prices has opened up additional opportunities for first-time homebuyers. The rate of homeownership in Escondido is 54 percent, which is lower than the state and national averages of 57 percent and 67 percent respectively as reported in the 2010 Census. The City seeks to provide assistance to homebuyers by providing the HELP first-time homebuyer program, which provides assistance with the purchase price and closing costs for families earning up to 80 percent of AMI. The city anticipates facilitating ownership for low- and moderate-income households through its first-time homebuyer program in the upcoming fiscal year.

In order to remove barriers to affordable housing, City staff will continue to monitor and review planning and housing policies and ordinances for impacts on the ability of developers to produce affordable housing units. The purpose of this review is to reduce governmental constraints on the production and preservation of housing for very low-income and low-income households.

RESOLUTION NO. 2012-70

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ADOPTING THE HOME BUDGET FOR
FISCAL YEAR 2012-13 AND AUTHORIZING
THE COMMUNITY SERVICES DIRECTOR
AND CITY CLERK TO EXECUTE
AGREEMENTS FOR USE OF COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the City is a recipient of HOME Investment Partnerships Program and Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development; and

WHEREAS, a total of 15% of HOME funds received by the City must be used for the provision of affordable housing by eligible Community Housing Development Organizations ("CHDOs"); and

WHEREAS, a total of 10% of the HOME funds received by the City may be used for administration; and

WHEREAS, the remaining HOME funds (75%) received by the City may be used for Housing Development; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to adopt the HOME budget for FY 2012-13, attached as Exhibit "A" and incorporated by this reference.

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 HOME budget and administration of its programs for the period of July 1, 2012, through June 30, 2013 inclusive, contained in the FY 2012-13 Home Investment Partnership Program Budget Document, attached as Exhibit "A," is adopted as the final budget for the 2012-13 fiscal year.
3. That non-substantial changes to the HOME budget within 25%, whether above or below the projected allocation, will be proportionally dispersed to current distributions.
4. That the budget includes proposed expenditures of the City for the provision of affordable housing and proposed expenditures of CHDOs for the provision of affordable housing.
5. That the budget also reflects the work program for the coming year based on the City's Action Plan for FY 2012-13 which identifies the Housing goals and priorities, established in the 2010-2015 Consolidated Plan, and which examines the City's achievements in the previous year's work program.
6. That the Director of Community Services and the City Clerk are hereby authorized to execute contracts with the following providers for use of CDBG funds in the following amounts, attached as Exhibit "B" to this resolution and incorporated by this reference, using the general form of contract, attached as Exhibit "C", and incorporated by this reference, subject to minor adjustments as may be approved by the Director and subject to final approval as to form by the City Attorney.

HOME INVESTMENT PARTNERSHIPS PROGRAM FY 2012

SUMMARY OF HOME FUNDING CATEGORIES

FUNDING CATEGORY	AMOUNT AVAILABLE
2012 Allocation	\$406,866
Interest	5,000
Loan Repayments	<u>25,000</u>
TOTAL AVAILABLE FUNDS	\$436,866
<i>10% of Allocation</i>	\$ 40,685
<i>10% of Program Income*</i>	<u>22,500</u>
City's Administrative Cost	\$63,185
<u>Mandatory</u>	
CHDO Set-Aside <i>(15% of allocation)</i>	\$61,299
Housing Development	\$312,382
TOTAL EXPENDITURES	\$436,866

* Generated from Loan Repayments received in previous fiscal years

Appendix B Summary

City of Escondido Proposed FY 2012-2013 CDBG Allocations
 Estimated Allocation: \$1,380,516
 Estimated Program Income (PI): \$216,000

Administration - 20% cap of allocation (\$276,103 max.)	
CDBG Administration	\$248,557
Fair Housing	\$27,546
Total	\$276,103
Public Service - 15% cap of total available (\$207,077 max. from allocation, \$5,123 from PI)	
Learn to Swim	\$25,500
Exceptional Promise Scholarship	\$22,500
Workforce Assistance Computer Lab	\$14,800
Senior Transportation	\$24,900
Senior Nutrition	\$47,500
Senior CARE	\$6,000
Bilingual Computer Training	\$8,800
In Home Meal Delivery	\$12,500
SAFEWALK	\$5,000
Food 4 Kids Backpack Program	\$11,400
Winter Shelter	\$33,300
Total	\$212,200
Uncapped Capital Improvement & Other Neighborhood Revitalization Activities - (No max.)	
Grape Street Improvements	\$200,000
Code Enforcement	\$60,000
Grants to Blocks	\$200,000
Elm St/Habitat for Humanity	\$100,000
Tulip Street Improvements	\$337,335
Total	\$897,335

Total CDBG Allocations **\$1,385,638**

AGREEMENT
BETWEEN THE CITY OF ESCONDIDO AND
XXX
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

This Agreement, made and entered into by and between the City of Escondido, a municipal corporation of the state of California, hereinafter "CITY," and **XXX**, hereinafter "SUBRECIPIENT."

WITNESSETH:

RECITALS:

1. CITY is recipient of funds from the United States Department of Housing and Urban Development (hereinafter "HUD") pursuant to Title I of the Housing and Community Development Act of 1974 (41 U.S.C. 5301-5320) as amended (hereinafter "ACT").
2. CITY has approved the provision of federal funds under the Act to be used by the SUBRECIPIENT as provided in its "Work Plan," attached hereto as Attachment "A" and as further modified by any negotiated Statement of Work.
3. SUBRECIPIENT represents that it shall perform the work as set forth in the Work Plan and Statement of Work.
4. SUBRECIPIENT warrants that it has the expertise and experience to perform the work set forth in the Work Plan and Statement of Work.
5. SUBRECIPIENT represents that it shall perform the work as set forth in the Work Plan and Statement of Work pursuant to the "Budget," attached hereto as Attachment "B" and incorporated herein by reference.
6. CITY shall provide Community Development Block Grant "CDBG" funds to the SUBRECIPIENT in the amount set forth in the Budget, and pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and based on the mutual covenants below, the parties hereby agree as follows:

1. The term of this Agreement shall be FY 2012-2013 (July 1, 2012 – June 30, 2013).
2. Upon the termination or expiration of the term of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of CDBG funds.

A. SUBRECIPIENT OBLIGATIONS

1. Use of Funds. SUBRECIPIENT agrees to use federal funds provided by CITY to SUBRECIPIENT pursuant to the provisions of this Agreement, the Work Plan and

Statement of Work, and Budget for said program. SUBRECIPIENT'S failure to perform as required may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds CITY is otherwise obligated to pay to SUBRECIPIENT under Section B hereof.

SUBRECIPIENT agrees to use said funds to pay for necessary and reasonable costs to operate said program. Said amount shall include wages, administrative costs, employee benefits comparable to other similarly situated employees, and other allowable program costs as detailed in the Budget.

If SUBRECIPIENT uses the federal funds provided by CITY for the purpose of acquisition of real property or to reduce the cost of financing of acquisition of real property, there shall be no alteration of the use of the real property so acquired and no additional encumbrances placed on such property during the period of this agreement without the prior written consent of CITY, which consent shall not be unreasonably withheld.

SUBRECIPIENT shall, upon receipt of such federal funds for the purpose of acquiring or improving real property, cause a Deed of Trust, secured by a Promissory Note, to be executed and recorded, in favor of the CITY, for the amount of the federal funds provided by the CITY.

If SUBRECIPIENT uses federal funds provided by the CITY as set out in the preceding paragraph, and further encumbers the real property acquired without first giving notice to the CITY, and obtaining the CITY's written consent, which consent shall not be unreasonably withheld, such action on the part of the SUBRECIPIENT will be cause for termination or revocation of this Agreement and reversion of assets as delineated in paragraph A.(15.) or collection on any Promissory Note executed in favor of the CITY.

2. Statement of Work. SUBRECIPIENT represents that it will negotiate a Statement of Work in accordance with the Work Plan that will include an accurate schedule for performance and completion of the work. These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.
3. Budget. SUBRECIPIENT represents that the Budget includes only allowable costs and an accurate analysis of costs applicable to CDBG funds pursuant to 24 CFR 570.502, which includes requirements for compliance with the following in addition to other requirements:

- a. If SUBRECIPIENT is a governmental entity, Office of Management and Budget ("OMB") Circular Nos. A-87, A-128 (24 CFR Part 44), and with certain sections of 24 CFR Part 85; or
- b. If SUBRECIPIENT is not a governmental entity, OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and certain Attachments to OMB Circular No. A-110 (A, B, C, F, N, H & O).

These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.

4. Records and Reports. The SUBRECIPIENT shall maintain records and reports as required by Federal Regulation 24 CFR 570.506, 570,503, OMB A-110, and 24 CFR 85.32-34 which may include but are not limited to:

- a. Records.

- (1) Documentation providing a full description of the activity undertaken.
- (2) Documentation demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.
- (3) Documentation of the number, race and income level of persons and/or families participating in or benefiting the SUBRECIPIENT'S program.
- (4) Documentation of all CDBG funds received from CITY.
- (5) Documentation of expenses as identified in the Budget.
- (6) Property and equipment acquisition, management and disposition documentation.
- (7) Any such other related records as CITY shall require.

- b. Reports.

- (1) Payment Request/Invoice
- (2) Quarterly Performance and Demographic Reports
- (3) Final Evaluation Report
- (4) Any such other reports as CITY shall reasonably require.

5. Program Income. Transfers of grant funds by the City to the SUBRECIPIENT shall be adjusted according to the principles described in 24 CFR 570.504(b)(2)(i) and (ii), and 24CFR570.504(2)(i). Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall be paid to the CITY as required by Section A-15 of this Agreement and 24 CFR 570.503(b)(8).

6. Uniform Administrative Requirements. The SUBRECIPIENT shall comply with applicable uniform administrative requirements as described in 24 CFR 570.502, OMB Circular A-133 and 24 CFR 570 Subpart K.
7. Separation of Accounts. All funds received by SUBRECIPIENT from City pursuant to this Agreement shall be maintained separate and apart from any other fund of SUBRECIPIENT or of any principal or member of SUBRECIPIENT in an account in a federally insured banking or savings and loan institution. No monies shall be withdrawn from such account except for expenditures authorized by this Agreement.
8. Retention of Records. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of the Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the three (3) years until resolution or disposition of such appeals, litigation claims, or exceptions.
9. Compliance with Applicable Laws. SUBRECIPIENT agrees to comply fully with all applicable federal, state and local laws, ordinances, regulations, and permits including but not limited to federal CDBG financial and contractual procedures, and OMB Circular Nos. A-87, A-122, and A-110 with Attachments A, B, C, F, H, N, and O, as set forth in 24 CFR 570.502(b). Said federal documents are on file in the City of Escondido Community Development Block Grant Division, 201 N. Broadway, Escondido, CA 92025, and are incorporated herein by reference. The SUBRECIPIENT shall secure any new permits required by authorities herein with jurisdiction over the project, and shall maintain all presently required permits. The SUBRECIPIENT shall ensure that the requirements of the California Environmental Quality Act are met for any permits or other entitlements required to carry out the terms of this Agreement.

SUBRECIPIENT agrees to comply fully with all applicable federal, state and local laws, ordinances, regulations, and permits regarding provision of services to non-U.S. citizens.

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the

making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. Affirmative Action Policy.

a. Provision of Program Services.

- (1) SUBRECIPIENT shall not, on the ground of race, color, national origin, sex or disability, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity funded in whole or in part with CDBG funds.
- (2) SUBRECIPIENT shall not, under any program or activity funded in whole or in part with CDBG funds, on the ground of race, color, national origin, sex or disability:
 - (a) Deny any facilities, services, financial aid or other benefits provided under the program or activity.
 - (b) Provide any facilities, services, financial aid or other benefits which are different or are provided in a different form from that provided to others under the program or activity.
 - (c) Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity.
 - (d) Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
 - (e) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity as an employee.

- (f) Deny an opportunity to participate in a program or activity as an employee.
- (3) SUBRECIPIENT may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, sex or disability, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, sex or disability.
 - (4) SUBRECIPIENT, in determining the site or location of housing or facilities provided in whole or in part with CDBG funds, may not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the ground of race, color, national origin, sex or disability, or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Civil Rights Act of 1964 and amendments thereto.
 - (5)
 - (a) In administering a program or activity funded in whole or in part with CDBG funds regarding which the SUBRECIPIENT has previously discriminated against persons on the ground of race, color, national origin, sex or disability, the SUBRECIPIENT must take affirmative action to overcome the effects of prior discrimination.
 - (b) Even in the absence of such prior discrimination, a SUBRECIPIENT in administering a program or activity funded in whole or in part with CDBG funds should take affirmative action to overcome the effects of conditions which would otherwise result in limiting participation by persons of a particular race, color, national origin, sex or disability, to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which CDBG funding applies, the SUBRECIPIENT has an obligation to take reasonable action to remove or overcome the consequences of the prior discriminatory practice or usage, and to accomplish the purpose of the Civil Rights Act of 1964.
 - (c) A SUBRECIPIENT shall not be prohibited by this part from taking any eligible action to ameliorate any imbalance in services or facilities provided to any geographic area or specific group of

persons within its jurisdiction where the purpose of such action is to overcome prior discriminatory practice or usage.

- (6) Notwithstanding anything to the contrary in Sections A.10.a(1-5), nothing contained herein shall be construed to prohibit any SUBRECIPIENT from maintaining or constructing separate living facilities or rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when institutional or custodial services can properly be performed only by a member of the same sex as the recipients of the services.

b. Employment Discrimination.

- (1) SUBRECIPIENT shall not discriminate against any employee or application for employment because of race, color, religion, sex, national origin, age or disability. SUBRECIPIENT shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.
- (3) SUBRECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contractor understanding, a notice to be provided by CITY'S contracting officers advising the labor union or workers' representative of SUBRECIPIENT'S commitments under Section 202 of Executive Order No. 11246 of September 14, 1965, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) SUBRECIPIENT shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) SUBRECIPIENT shall furnish to the CITY all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the related rules, regulations, and orders.
- (6) In the event of SUBRECIPIENT'S failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, CITY may cancel, terminate, or suspend in whole or in part its performance and SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) SUBRECIPIENT shall include the provisions of Section A.10.B, "Affirmative Action Policy," Paragraphs 1 through 6, in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. SUBRECIPIENT shall take such action with respect to any subcontractor or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.
- (8) SUBRECIPIENT shall not discriminate on the basis of age in violation of any provision of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). SUBRECIPIENT shall also provide ready access to and use of all CDBG fund assisted buildings and programs to qualified persons with disabilities in compliance with the Americans with Disabilities Act of 1990.
- (9) SUBRECIPIENT will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The grantee's policy of maintaining a drug-free workplace.
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement.
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- (e) Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;

OR

2) Requiring such employee to participate satisfactorily in a drug-abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a)-(f).

(h) "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (through a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

"Criminal drug statute" means a federal or nonfederal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

"Employee" means the employee of a SUBRECIPIENT directly engaged in the performance of work under this contract including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under this contract and who are not on the SUBRECIPIENT'S payroll. This definition does not include workers not on the payroll of the SUBRECIPIENT (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the payroll; or employees of SUBRECIPIENTS or subcontractors in covered workplaces).

c. Remedies. In the event of SUBRECIPIENT'S failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, the CITY may cancel, terminate, or suspend in whole or in part its performance

and SUBRECIPIENT may be declared ineligible for further government contracts and any such other sanctions as may be imposed and remedies invoked as provided by law.

11. Ineligibility of Subrecipients of Contractors. SUBRECIPIENT shall not use CDBG funds directly or indirectly in its operations or to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status of the SUBRECIPIENT or such contractor under the provisions of 24 CFR Part 24.
12. Conflict of Interest. In the procurement of supplies, equipment, construction and services by SUBRECIPIENT, the conflict of interest provisions in Attachment O of OMB Circular No. A-110 and 24 CFR 570.611 shall apply.
13. Condition for Religious Organization. SUBRECIPIENT shall comply with all applicable conditions prescribed in 24 CFR 570.200(j) and by HUD for the use of CDBG funds by religious organizations if SUBRECIPIENT is a religious organization.
14. Suspension and Termination. In accordance with 24 CFR 85.43, suspension or termination may occur if SUBRECIPIENT materially fails to comply with any term of this Agreement and/or the award, of this Agreement and/or the award may be terminated for convenience in accordance with 24 CFR 85.44.
15. Reversion of Assets. Upon termination or expiration of the term of this Agreement, the SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part with CDBG funds shall either be:
 - a. Used to meet one of the national objectives stated in 24 CFR 570.208 until five (5) years after termination or expiration of this Agreement, or for such longer periods of time as determined to be appropriate by the CITY; or
 - b. Disposed of in a manner that results in the CITY'S being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement to the CITY shall not be required after the period of time specified in Section A.15.a of this Agreement.
16. Independent Contractor. SUBRECIPIENT agrees that the performance of obligations hereunder are rendered in its capacity as an independent contractor and that it is in no way an employee or agent of the CITY.

17. Licensing. SUBRECIPIENT agrees to obtain and maintain all licenses, registrations, accreditations, and inspections from all agencies governing its operations. SUBRECIPIENT shall insure that its staff shall also obtain and maintain all required licenses, registrations, accreditations, and inspections from all agencies governing SUBRECIPIENT'S operations hereunder.
18. Inspection of Records. CITY and the United States government and/or their representatives shall have access for purposes of monitoring, auditing, and examining SUBRECIPIENT'S activities and performance, to books, documents and papers, and the right to examine records of SUBRECIPIENT'S subcontractors, bookkeepers and accountants, employees and participants in regard to said program. CITY and the United States government and/or their representative shall also schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

SUBRECIPIENT agrees to provide notification of any audits or investigations, including copies of results, findings, and/or liens.

In the event SUBRECIPIENT does not make the above-referenced documents available within the City of Escondido, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.
19. Assignability. SUBRECIPIENT shall not assign or transfer any interest in this Agreement, whether by assignment, delegation or novation, without the prior written consent of CITY; provided, however, that claims for money due or to become due to SUBRECIPIENT from CITY under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, without such approval. Any assignment, delegation or novation other than as provided above shall be void and inoperative. Notice of any proper assignment or transfer shall be promptly furnished to CITY.
20. Hold Harmless.
 - a. SUBRECIPIENT shall indemnify and save harmless CITY, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, and

employees from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers' compensation claims, resulting from or arising out of the negligent acts, errors or omissions of SUBRECIPIENT, its employees or subcontractors.

- b. SUBRECIPIENT, shall indemnify and save harmless CITY, its officers, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property, and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, and employees from and against any and all claims, demands, suits, actions or proceedings therefrom, resulting from or arising out of the intentional or malicious acts of SUBRECIPIENT, its employees or subcontractors.

21. Insurance.

- a. The SUBRECIPIENT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. SUBRECIPIENT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the SUBRECIPIENT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by SUBRECIPIENT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from SUBRECIPIENT'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, SUBRECIPIENT 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.

B. CITY OBLIGATIONS

1. Payment of Funds. CITY shall pay to SUBRECIPIENT from CDBG funds, when, if and to the extent received from HUD, amounts expended by SUBRECIPIENT in carrying out said program pursuant to this Agreement up to a maximum aggregate payment of \$x,xxx in installments determined by CITY. Payment shall be made to SUBRECIPIENT through the submission of monthly invoices, in a form prescribed by CITY, detailing such expenses. CITY shall pay such invoices within thirty (30) days after receipt thereof, provided CITY is satisfied that such expenses have been incurred within the scope of this Agreement and that SUBRECIPIENT is in compliance with the terms and conditions of this Agreement.
2. Audit of Account. CITY shall include an audit of the account maintained by SUBRECIPIENT pursuant to Section A.8 of this Agreement in CITY'S annual audit of all CDBG funds pursuant to federal regulations found in Title 24 of the Code of Federal Regulations and other applicable federal laws and regulations.

C. MISCELLANEOUS PROVISIONS.

shall be effective unless executed in writing and signed by both CITY and SUBRECIPIENT.

4. Laws Governing This Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state of California, all applicable federal statutes and regulations as amended, and all applicable local laws.
5. Severability. The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provisions of this Agreement.
6. Construction of Agreement. The provisions of this Agreement and its Exhibits shall be construed as a whole. The captions preceding the text of each section are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.
7. E-Verify Participation. CONTRACTOR agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program ("E-Verify") within thirty (30) days of the execution of this Agreement to confirm employment eligibility of all of CONTRACTOR'S potential new hires. CONTRACTOR agrees and understands that E-Verify enrollment requires CONTRACTOR to sign a Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by CONTRACTOR is grounds for DHS' termination of CONTRACTOR'S participation in the E-Verify program. Any such termination by DHS shall constitute grounds for City's immediate termination of this Agreement.

IN WITNESS WHEREOF, CITY and SUBRECIPIENT have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT

By _____
Executive Director

Date: _____

By _____
President of Board of Directors
(above signatures must be notarized)

Date: _____

CITY OF ESCONDIDO

By _____
Jerry H. Van Leeuwen
Director of Community Services

Date: _____

By _____
Diane Halverson, City Clerk

Date: _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
Jeffrey R. Epp, City Attorney

By: _____

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12

Date: April 25, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Barbara J. Redlitz, Director of Community Development
SUBJECT: Amendment to the Municipal Code (AZ 12-0002)

STAFF RECOMMENDATION:

It is requested that Council provide direction.

PROJECT DESCRIPTION:

Request Council provide direction to amend the Municipal Code Section 20-2 regarding residency requirements for Planning Commissioners to increase the number of Planning Commissioners permitted to live outside the city limits but within the Escondido General Plan boundary from one to three, or take action to remove the recently appointed commissioner who resides outside the city limits.

LOCATION:

All Planning Commission members would still be required to live within the boundary of the Escondido General Plan.

FISCAL ANALYSIS:

None

PREVIOUS ACTION:

On May 9, 2007, the City Council voted 5-0 to introduce a new residency requirement for the Planning Commission that specifies only one member may reside outside the city limits.

BACKGROUND:

On March 21, 2012, the City Council approved the Mayor's recommendation of five candidates (including two incumbents) to be seated on the Planning Commission. Shortly thereafter it was determined that one of the new appointees, Gregory Johns, lives just outside the city limits. Two incumbent Planning Commissioners already live outside the city limits, meaning the appointment of

Mr. Johns would increase that number to three. Prior to 2007, this would not have been an issue and past practice has allowed the reappointment of incumbent commissioners residing outside the City. However the appointment of a new commissioner effectively increasing the number of commissioners residing outside the city contradicts the current residency requirement. One possible solution would be to amend the Municipal Code to allow up to three members of the Planning Commission to live outside the city limits.

DISCUSSION:

Up until 2007, the only residency requirement for Planning Commissioners was that they reside within the geographic area of the City's General Plan. All members of the Planning Commission have always lived within the General Plan boundary and there is no intention to change that requirement. In 2007 when the Council adopted the new residency standard, there were three Planning Commissioners living outside the city limits. There was no attempt to remove any of the members to meet the new standard nor has there been direction to remove a member who moves outside the city limits during their term; the general expectation was that compliance would be achieved over time with new appointments. At no time since the standard was adopted have there been less than two members living outside the city limits. With the recent code amendment to encourage inclusion of design professionals on the Planning Commission as part of the consolidation of design review responsibilities, broadening the residency requirement could prove beneficial by expanding the pool of qualified candidates in the future.

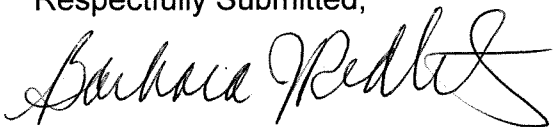
POTENTIAL OPTIONS:

There are several potential options for the Council to consider:

1. Revise Municipal Code Section 20-2 to the pre-2007 standard that did not specify a maximum number of members that could live outside the city limits.
2. Revise Municipal Code Section 20-2 to increase the number of Planning Commissioners that can live outside the city limits from one to three.
3. Decline to revise Municipal Code Section 20-2 leaving the residency standard intact meaning only one member of the Planning Commission can live outside the city limits.

Both Options 1 and 2 would allow Mr. Johns to be sworn in as a new member of the Planning Commission. Option 2 would allow Mr. Johns to be sworn in and ensure that a majority of the Planning Commission lives within the city limits. Option 3 would disqualify Mr. Johns, and ultimately necessitate the appointment of an alternative candidate.

Respectfully Submitted,



Barbara J. Redlitz
Director of Community Development



Bill Martin
Principal Planner

Escondido Municipal Code

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Chapter 20 PLANNING COMMISSION

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

The planning commission created by this chapter shall consist of seven (7) members who shall be appointed by the city council. All members must reside within the geographic area covered by the city's general plan and no more than one (1) member may reside outside the city limits. The planning commission should include members of the general public and licensed design professionals. Members of the planning commission shall serve at the pleasure of the council, and may be removed from office at any time, without cause. (Code 1957, § 9011; Ord. No. 81-75, § 6, 9-30-81; Ord. No. 2005-05, § 6, 10-26-05; Ord. No. 2007-12, § 2, 5-9-07; Ord. No. 2011-19R, § 4, 1-1-12)



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13
Date: April 25, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Gilbert Rojas, Director of Finance
SUBJECT: FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND THE FISCAL YEAR 2012/13 CIP BUDGET UPDATE

RECOMMENDATION:

City Council direct staff to move forward on preparing the Capital Improvement Program.

FISCAL ANALYSIS:

The Five-Year Capital Improvement Program (CIP) is a five-year planning tool which is developed and updated annually. Projects are summarized into three broad categories of general projects, street projects, and public utilities projects based on their funding sources. Attached is a detailed description of each project along with the requested funding amounts for your review. Currently, the fiscal year 2012/13 CIP Budget utilizes around \$8.5 million for street purposes of which \$4.5 million is budgeted for street maintenance and \$2.2 million is budgeted for the Citracado/Harmony Grove to West Valley Parkway project. It also utilizes \$5.4 million dollars for public utilities projects of which \$2.5 million is budgeted for a new operations building at the HARRF.

PREVIOUS ACTION:

In prior years the CIP was developed with the assistance and oversight of the budget subcommittee. In fiscal year 2011/12 the CIP budget was brought to Council without a budget subcommittee and without a prior meeting to the adoption. This meeting was created in order to bring back Council's involvement in the earlier stages of the 2012/13 CIP budget.

BACKGROUND:

The City of Escondido Five Year Capital Improvement Program will be presented in final on June 20th.

Respectfully submitted,

Gilbert Rojas
Director of Finance

**FY 2012-13 PRELIMINARY CAPITAL PROJECT BUDGET APPROPRIATION
REQUESTS EXECUTIVE SUMMARY**

General Funds			
List of Projects by Fund	Pg #	Proposed FY 2012/13	Forecast 2014/17
Cable Technology Fund			
Transfer to General Fund - Live Video Streaming	<i>pg 3</i>	11,000	-
Total Cable Technology Fund		11,000	-
General Capital Fund			
Americans with Disabilities Act	<i>pg 1</i>	80,000	100,000
EKG Monitors	<i>pg 1</i>	240,000	240,000
General Plan Update	<i>pg 2</i>	80,000	122,405
PEG Channel Facilities Upgrade (Trf from Deposit Acct)	<i>pg 3</i>	75,000	-
Police Radio Upgrades NEW	<i>pg 3</i>	108,515	-
Reidy Creek Equipment NEW	<i>pg 3</i>	33,550	-
Total General Capital Fund		617,065	462,405
Library Trust Fund			
Library Technology	<i>pg 2</i>	5,000	-
Library Trust Special Projects	<i>pg 2</i>	15,000	-
Total Library Trust Fund		20,000	-
Park Development Fund			
Park Avenue Community Center NEW	<i>pg 2</i>	40,000	-
Sports Center Community Room	<i>pg 3</i>	171,932	490,670
Total Park Development Fund		211,932	490,670
Public Art Fund			
Escondido Creek Art NEW	<i>pg 1</i>	89,436	212,680
Public Art Administration	<i>pg 3</i>	24,918	99,672
Total Public Art Fund		114,354	312,352
Public Facilities Fund			
Computer Aided Dispatch	<i>pg 1</i>	125,100	-
Library and Technology Center Expansion NEW	<i>pg 2</i>	200,000	2,997,652
Library Books - Adult Circulating	<i>pg 2</i>	200,000	800,000
Payback of Advance to Wastewater	<i>pg 2</i>	331,300	-
Total Public Facilities Fund		856,400	3,797,652

**FY 2012-13 PRELIMINARY CAPITAL PROJECT BUDGET APPROPRIATION
REQUESTS EXECUTIVE SUMMARY**

Street Funds				
List of Projects by Fund		Pg #	Proposed FY 2012/13	Forecast 2014/17
Gas Tax Fund				
Neighborhood Projects	c	pg 4	200,000	800,000
School Safety Committee	c	pg 4	50,000	200,000
Storm Drain Infrastructure	c	pg 4	100,000	400,000
Street Maintenance	m	pg 5	1,618,689	2,861,200
Traffic Signal Infrastructure	m	pg 5	100,000	400,000
Traffic Signals & Intersections	c	pg 5	150,000	600,000
Transfer to General Fund (St Maint)		pg 5	<u>2,000,000</u>	<u>8,000,000</u>
Total Gas Tax Fund			4,218,689	13,261,200
Proposition 1B				
Street Maintenance	m	pg 5	<u>35,936</u>	-
Total Proposition 1B Fund			35,936	-
Storm Drain Fund				
FY 12 Fees Available for Developer Reimb in FY 13		pg 4	3,760	-
La Honda Dr - Tract 920 Participation		pg 4	<u>23,969</u>	-
Total Storm Drain Fund			27,729	-
Traffic Impact Fund				
Center City/Hwy 78-Mission	c	pg 4	-	816,313
Citracado/Harmony Grove-WVP	c	pg 4	740,049	-
E Valley Pkwy & Valley Center Rd	c	pg 4	<u>-</u>	<u>774,688</u>
Total Traffic Impact Fund			740,049	1,591,001
TransNet Fund				
Bear Vlly Pkwy/San Pasqual to Boyle	c	pg 3	100,000	-
Center City/Hwy 78-Mission	c	pg 4	-	4,529,000
Citracado/Harmony Grove-WVP	c	pg 4	2,160,733	-
E Valley Pkwy & Valley Center Rd	c	pg 4	-	5,010,000
El Norte Pkwy-Street Rehabilitation	c	pg 4	300,000	-
Street Maintenance	m	pg 5	<u>896,000</u>	<u>4,085,000</u>
Total TransNet Fund			3,456,733	13,624,000

**FY 2012-13 PRELIMINARY CAPITAL PROJECT BUDGET APPROPRIATION
REQUESTS EXECUTIVE SUMMARY**

Public Utilities

List of Projects by Fund	Pg #	Proposed FY 2012/13	Forecast 2014/17
Water Fund			
A-11 Reservoir NEW	m <i>pg 5</i>	375,000	-
Lake Wohlford Dam Project	c <i>pg 6</i>	-	22,000,000
Lakes Dock Replacement NEW	c <i>pg 6</i>	400,000	-
Lindley Reservoir Replacement	c <i>pg 6</i>	-	2,700,000
Miscellaneous Main Replacement	m <i>pg 6</i>	100,000	300,000
Vista Verde Reservoir	c <i>pg 7</i>	-	3,500,000
Water Distribution Staff Move	c <i>pg 7</i>	-	1,500,000
Water Pipeline Replacement	c <i>pg 7</i>	100,000	10,500,000
Water Treatment Plant Major Maintenance	m <i>pg 7</i>	100,000	300,000
Water Treatment Plant Sed Basin Lining NEW	m <i>pg 7</i>	900,000	-
Water Treatment Plant Upgrades	m <i>pg 7</i>	-	4,000,000
Total Water Fund		1,975,000	44,800,000

Wastewater Fund			
Collection System Maintenance	m <i>pg 5</i>	-	100,000
Evaluation-West Side Lift Station	<i>pg 5</i>	650,000	-
HARRF Digester Cleaning	m <i>pg 5</i>	50,000	200,000
HARRF Expansion Ph III- Ops Bldg	c <i>pg 5</i>	2,500,000	-
Indirect Potable Reuse Study	<i>pg 5</i>	150,000	600,000
Land Outfall Maintenance	m <i>pg 6</i>	-	100,000
Lift Station #1 & Force Main	c <i>pg 6</i>	-	7,900,000
Lift Station #8 Relocation	c <i>pg 6</i>	-	3,850,000
Lift Station Major Maintenance	m <i>pg 6</i>	-	75,000
Manhole Rehabilitation	m <i>pg 6</i>	100,000	100,000
Recycled Water Easterly Main Tank & Pump Stn	c <i>pg 6</i>	-	8,300,000
Sewer Pipeline Replacement	c <i>pg 6</i>	-	4,600,000
Televise Outfall	<i>pg 7</i>	-	2,000,000
Wastewater Treatment Plant Major Maintenance	m <i>pg 7</i>	-	100,000
Total Wastewater Fund		3,450,000	27,925,000

FY 2012-13 PRELIMINARY CAPITAL PROJECT BUDGET APPROPRIATION REQUESTS
Organized by Types of Funding Sources - General, Street, and Public Utilities.

Project Name	Project Description	New Project (Y/N)	Funding Source	Proposed FY 2012/13	Forecast FY 2014/17
GENERAL					
Americans with Disabilities Act	Title II of the Americans with Disabilities Act mandates access to a public facility's programs, activities, and services. The City developed a transition plan that outlines the changes necessary to meet access requirements at particular City facilities.	N	General Capital	80,000	100,000
Computer Aided Dispatch	Requesting second year project management funding as outlined in FY 11/12 CIP for a 18-24 month project to implement the County's electronic Records Management System (RMS). RMS is a Motorola product called NetRMS. It was developed as a regional project. All software and licensing fees have been paid through a federal UASI grant. The City will pay hardware, customization, training, and implementation management costs. RMS will allow Escondido to automate report flow, minimize/eliminate paper-based data collection, and streamline report approval. It will free officers to do more proactive law enforcement, spending less time writing reports. It will also provide significant time-saving for the Records Department and provide faster reporting to the Automated Regional Justice Information System (ARJIS). This project is currently underway with an anticipated go live date of January 2013.	N	Public Facility Fees	125,100	-
EKG Monitors	Over the past 15 years the Fire Department has utilized LIFEPAK 12 Defibrillator/Monitors for cardiac monitoring and treatment of patients in the field. During this 15 years time period, as technology improves with more details and better cardiac care, the EKG monitors have also been improved. The life expectancy of these devices are normally 10-15 years. We have been notified by the manufacture they will no longer support or maintain these units after 2013. Therefore, by Fiscal Year 2013-14 the Fire Department will need to purchase 16 new EKG monitors. Prior to the purchase of the new monitors, the Fire Department will explore additional savings with a buy back program for the old monitors. In addition, we anticipate additional savings through collaborative buying power with the Cooperative EMS Division with the City of San Marcos. Plan is to fund a portion of the monitors in FY 2012-13 and the other portion in FY 2013-14.	N	General Capital	240,000	240,000
Escondido Creek Art	This project sets aside funds for planning and constructing potential public art in conformance with the Escondido Creek Master Plan.	Y	Public Art	89,436	212,680

FY 2012-13 PRELIMINARY CAPITAL PROJECT BUDGET APPROPRIATION REQUESTS
Organized by Types of Funding Sources - General, Street, and Public Utilities.

Project Name	Project Description	New Project (Y/N)	Funding Source	Proposed FY 2012/13	Forecast FY 2014/17
General Plan Update	Completion of the comprehensive updates to the General Plan and Downtown Specific Plan, as well as the associated Environmental Impact Report (EIR). Direct and indirect staff costs to dedicate one Principal Planner for the preparation of the updates and associated tasks in anticipation of the November 2012 ballot measure, as well as implementation documents associated with the General Plan including zoning code amendments, zone changes, Area Plans, Master Plans, and Specific Plans. Implementation documents will fulfill tasks included in the City Council Action Plan regarding Economic Development and Image and Appearance. ATKINS consultants have been retained for the preparation of the EIR and associated technical studies. Opportunities for reimbursement exist as future development can be assessed their proportionate share.	N	General Capital	80,000	122,405
Library and Technology Center Expansion	The project encompasses a phased sequential conceptual design and building improvement plan for the Escondido Public Library. The plan will include a new addition of approximately 30,000 to 40,000 square feet to the existing library to create an integrated library campus and technology center.	Y	Public Facility Fees	200,000	2,997,652
Library Books - Adult Circulating	Purchase book stock to meet the needs of new residents of Escondido in accordance with General Plan Standards for the Library for the current fiscal year. The standard is to provide 8 items per dwelling unit.	N	Public Facility Fees	200,000	800,000
Library Technology	To supplement, not supplant, City purchased hardware and software for the Library at the direction of the Library Board of Trustees, in order to improve Library Technology resources.	N	Library Trust	5,000	-
Library Trust Special Projects	To fund small capital projects approved by the Library Board of Trustees from the Library Trust Fund, as well as to fund supplemental training and other expenses at the direction of the Board.	N	Library Trust	15,000	-
Park Avenue Community Center	On March 21, 2012, the City Council approved the name change of the Joslyn Senior Center to the Park Avenue Community Center. This change will allow staff to encourage appropriate use of the facility for all ages through programs and activities held by the recreation division, private citizens, and other organizations. Staff is currently working on the design of signs which will be bid by sign companies for monument signs on Broadway and Park, as well as signs throughout the four building complex. Staff anticipate sign installation to occur before October 1, 2012.	Y	Park Development	40,000	-
Payback of Advance to Wastewater Fund	In 1997 a loan was developed between the Wastewater Fund and the Public Facilities Fund to purchase 10 acres for the Public Works Yard. The loan was written to be paid back at \$50,000 a year over a 20 year period. Sufficient funds are available to cover the remainder of the loan outstanding, so it is recommended that we pay off the loan in its entirety in 2013.	N	Public Facility Fees	331,300	-

FY 2012-13 PRELIMINARY CAPITAL PROJECT BUDGET APPROPRIATION REQUESTS
Organized by Types of Funding Sources - General, Street, and Public Utilities.

Project Name	Project Description	New Project (Y/N)	Funding Source	Proposed FY 2012/13	Forecast FY 2014/17
PEG Channel Facilities Upgrade	Under the Digital Video Infrastructure and Video Competition Act, Escondido collects fees from AT&T and Cox Communications to support the City's PEG channel. This project will use those fees to purchase equipment as necessary to support the City's Government Access Channel facilities.	N	Transfer from PEG Fee Deposit Account	75,000	-
Police Radio Upgrades	Request funding to begin upgrades of Police radios. The RCS network is being replaced with an open-standards based network (P25) which will meet current public safety communication requirements and next generation radio equipment. The City's current radio inventory will lose support on 6/30/12 and repair can be done only as long as parts are available. Replacement is required to comply with narrow banding deadline in 2013. To begin this project, the Police Department requests 2 Motorola XTL5000 radios for use by Police Dispatch in the Emergency Operations Center, funding to remove and reinstall MSF5000/MTR base stations and XTL5000s (narrowband compliance), 11 replacement XTL5000 radios for Police Dispatch and 13 mobile radios for the Police Patrol Division. Radios will be purchased and install labor completed by June 30, 2013.	Y	General Capital	108,515	-
Public Art Administration	Administration costs of the Public Art Program, including an Associate Planner, the Director of Community Services and an Administrative Coordinator.	N	Public Art	24,918	99,672
Reidy Creek Equipment	Reidy Creek Golf Course will be celebrating its 10 year anniversary this year. With that some of the original equipment is failing and needs to be replaced. This funding will allow for replacement of a greens mower, 3 computers, and a utility vehicle.	Y	General Capital	33,550	-
Sports Center Community Room	Construction of a 2,400 sq. ft. multi purpose Community Meeting Room at the Escondido Sports Center with restrooms, storage, and kitchenette. Total estimated costs \$950,000 with anticipated completion dependent on funding.	N	Park Development	171,932	490,670
Transfer to General Fund	Transfer to General Fund - for Live Video Streaming	N	Cable Technology	11,000	-
STREETS					
Bear Valley Pkwy/ San Pasqual to Boyle	Widen existing two-lane roadway on Bear Valley Parkway, from San Pasqual Road to Boyle Ave, to four-lanes. Construction to include right-of-way acquisitions, curbs and gutters, sidewalks, storm drains, new pavement, raised medians, and signal modifications at Bear Valley and Boyle. Project is a cooperative project with the County of San Diego. County will fund all improvements in County areas separately.	N	Transnet	100,000	-

FY 2012-13 PRELIMINARY CAPITAL PROJECT BUDGET APPROPRIATION REQUESTS
Organized by Types of Funding Sources - General, Street, and Public Utilities.

Project Name	Project Description	New Project (Y/N)	Funding Source	Proposed FY 2012/13	Forecast FY 2014/17
Centre City/Hwy 78-Mission	Widen Centre City Parkway and Mission Avenue intersection with construction to include new curbs and gutters, sidewalks, turn-pockets, a new traffic signal, raised medians, and landscaping.	N	Transnet Traffic Impact Total	- - -	4,529,000 816,313 5,345,313
Citracado/Harmony Grove to W Valley Pkwy	Construct full-width Major Road improvements to include a bridge structure over the Escondido Creek and two new traffic signals. Budget will be adjusted to include interest earned on PPH District Escrow account.	N	Transnet Traffic Impact Total	2,176,733 740,049 2,916,782	- - -
E Valley Pkwy & Valley Center Rd	Widen East Valley Parkway and Valley Center Road from the north boundary of Eureka Ranch Development. Construction to include curbs and gutters, street lights, raised medians, new pavement, and widening of the bridge over Escondido Creek just north of Lake Wohlford Road. Also the existing traffic signal at Lake Wohlford Road will be modified.	N	Transnet Traffic Impact Total	- - -	5,010,000 774,688 5,784,688
Ei Norte Pkwy- Street Rehabilitation	Reconstruct pavement on Ei Norte Pkwy from Kaile Ln to Oak Tree Pl/Key Lime Way. Improvements to include raised landscaped median.	N	Transnet	300,000	-
FY 12 Developer Fees Available for Reimb in FY 13	10% of annual Storm Drain Basin Fees to be used for reimbursements for eligible improvements constructed by developers who submit a request.	N	Storm Drain	3,760	-
La Honda Dr-Tract 920 Participation	Participation in La Honda Drive drainage improvements as required by Tract 920 Development Agreement.	N	Storm Drain	23,969	-
Neighborhood Projects	Construction of street improvements to include new pavement, curbs and gutters, sidewalks, driveways, and street lights in neighborhoods throughout the City as needed.	N	Gas Tax	200,000	800,000
School Safety Committee	Used in conjunction with the Community Safety Committee's priority list for citywide improvements. Such improvements could include new sidewalks, walking paths, bicycle facilities, etc. Intended to be an annual on-going program.	N	Gas Tax	50,000	200,000
Storm Drain Infrastructure	These funds will provide an annual program for miscellaneous, minor storm drainage improvements at various locations throughout the City on an as-needed basis. Projects will be constructed by City Maintenance Division staff or through minor contracts to public works contractors.	N	Gas Tax	100,000	400,000

FY 2012-13 PRELIMINARY CAPITAL PROJECT BUDGET APPROPRIATION REQUESTS
Organized by Types of Funding Sources - General, Street, and Public Utilities.

Project Name	Project Description	New Project (Y/N)	Funding Source	Proposed FY 2012/13	Forecast FY 2014/17
Street Maintenance	Annual Street Maintenance program where City streets are chip sealed, overlaid, rehabilitated or reconstructed as identified by the Pavement Management Program. Project also encompasses sidewalk repairs and pedestrian ramp installation, alley repairs, and related miscellaneous street maintenance.	N	Gas Tax Transnet Proposition 1B Total	1,618,689 896,000 35,936 2,550,625	2,861,200 4,085,000 - 6,946,200
Traffic Signals and Infrastructure	Replace LED lights on traffic signal heads as needed, and perform maintenance and/or replacement of traffic signal equipment such as controllers or detector loops. Install or repair battery backup systems.	N	Gas Tax	100,000	400,000
Traffic Signals and Intersections	Construction of new traffic signals or the modification of existing traffic signals with minor intersection treatments that may include adding left or right turn lanes, new curb returns, and pedestrian ramps. Preparation of signal timing plans, signal coordination plans, traffic engineering analysis, computer simulations and modeling, and computer hardware and software associated with traffic engineering.	N	Gas Tax	150,000	600,000
Transfer to General Fund	Transfer to General Fund - Street Maintenance Department	N	Gas Tax	2,000,000	8,000,000
PUBLIC UTILITIES					
A-11 Reservoir	Structural repairs and liner installation to one 4MG reservoir, half of the 8MG double reservoir. Estimated completion in 2013.	Y	Water	375,000	
Collection System Maintenance	Ongoing major maintenance program to repair or replace sewer line and system appurtenances as needed.	N	Wastewater	-	100,000
Evaluation-West Side Lift Station	Consultant to evaluate the potential consolidation of Lift Stations 6, 8, 9 and 13 into a single lift station.	N	Wastewater	650,000	-
HARRF Digester Cleaning (Hale Avenue Resource Recovery Facility)	On-going grit cleaning and sediment removal from three digesters at HARRF on a five-year cycle. Work will be performed by an outside contractor.	N	Wastewater City of San Diego Reimb Total	35,000 15,000 50,000	140,000 60,000 200,000
HARRF Expansion Phase III- Ops Bldg	Construct a new plant operations building which will also house the relocated wastewater collections staff.	N	Wastewater	2,500,000	-
Indirect Potable Reuse Feasibility Study	Evaluate alternative uses for tertiary water produced at HARRF in lieu of ocean outfall. The study will be conducted by an outside consultant.	N	Wastewater	150,000	600,000

FY 2012-13 PRELIMINARY CAPITAL PROJECT BUDGET APPROPRIATION REQUESTS
Organized by Types of Funding Sources - General, Street, and Public Utilities.

Project Name	Project Description	New Project (Y/N)	Funding Source	Proposed FY 2012/13	Forecast FY 2014/17
Lake Wohlford Dam Project	Construction of a new dam downstream of the existing Lake Wohlford Dam which has been identified as unstable during a seismic event. The new dam will restore the lake to full capacity. Various grants and other funding sources are being investigated.	N	Water Bonds Grants Total	- - -	11,000,000 11,000,000 22,000,000
Lakes Dock Replacement	Replacement or major maintenance of old deteriorated boat docks. Estimated completion in 2014.	Y	Water	400,000	-
Land Outfall Maintenance	Repairs as needed to Escondido Land Outfall Line should a major incident or leak occur.	N	Wastewater City of SD Reimbursements Total	- - -	75,000 25,000 100,000
Lift Station #1 & Force Main	Replacement of approximately 16,900 feet of water line of sizes 12-inch to 18-inch. The area is located east of the cemetery near the following streets: Falconer, Canyon Crest, Glenridge, Moody, Cloverdale and Mountain View. The area consists of old Mutual installed pipelines.	N	Wastewater Bonds 201X	-	7,900,000
Lift Station # 8 Relocation	Relocate LS #8 from present location within an easement to a city-owned site at Eucalyptus and Via Rancho Parkway for improved access and reliability.	N	Wastewater	-	3,850,000
Lift Station Major Maintenance	Unscheduled maintenance, repair and/or replacement of pumps, motors and control systems at 14 sewage lift stations.	N	Wastewater	-	75,000
Lindley Reservoir Replacement	Replace the existing 2 MG steel reservoir constructed in 1950 with two tanks adequately sized to future needs.	N	Water Bonds 201X	-	2,700,000
Manhole Rehabilitation	On-going rehabilitation program for City's sewer manholes to include lining of manholes to prevent damage from sewage gases, shelf repair/replacement, and ring assembly raising.	N	Wastewater	100,000	100,000
Miscellaneous Main Replacement	Funding for emergency or unanticipated repair and/or replacement of water mains.	N	Water	100,000	300,000
Recycled Water Easterly Main Tank and Pump Station	Construct recycled water storage tank and booster pump station to service the agricultural area of Cloverdale and Mountain View from the easterly recycled water extension.	N	Wastewater Bonds 201X	-	8,300,000
Sewer Pipeline Replacement	The 2005 Collections System Master Plan specifies sewer line segments within the collection system that require expansion, repair or replacement. Work to be conducted by an outside contractors at specific locations as needs are determined.	N	Wastewater Wastewater Bonds 201X Total	- - -	600,000 4,000,000 4,600,000

FY 2012-13 PRELIMINARY CAPITAL PROJECT BUDGET APPROPRIATION REQUESTS
Organized by Types of Funding Sources - General, Street, and Public Utilities.

Project Name	Project Description	New Project (Y/N)	Funding Source	Proposed FY 2012/13	Forecast FY 2014/17
Televise Outfall	Televise the land outfall to access the pipe condition.	N	Wastewater	-	2,000,000
Vista Verde Reservoir	Replace the existing 0.75 MG steel reservoir constructed in 1979 with two tanks adequately sized to future needs. Tanks to be construction be located on a new site to be selected.	N	Water Water Bonds 201X Total	- - -	1,300,000 2,200,000 3,500,000
Wastewater Treatment Plant Major Maintenance Project	Annual maintenance to repair or replace miscellaneous equipment and/or appurtenances at the Wastewater Treatment Plant.	N	Wastewater City of San Diego Reimb Total	- - -	80,000 20,000 100,000
Water Distribution Staff Move	Relocation of the water distribution staff and yard to a new location.	N	Water Water Bonds 201X Total	- - -	1,300,000 200,000 1,500,000
Water Pipeline Replacement	Ongoing program to replace old and deteriorating water pipes within the distribution system to maintain quality service.	N	Water Water Bonds 201X Total	100,000 - 100,000	500,000 10,000,000 10,500,000
Water Treatment Plant Major Maintenance	Major maintenance activity and equipment procurement as needed for projects located at or under the operational control of the Escondido-Vista Water Treatment Plant. Approximately 20% of annual costs to be reimbursed by the Vista Irrigation District.	N	Water Vista Irrigation District Reimb Total	80,000 20,000 100,000	240,000 60,000 300,000
Water Treatment Plant Sedimentation Basins Lining	New lining and repairs to eroded concrete sedimentation basins at the Water Treatment Plant. Estimated completion in 2014.	Y	Water	900,000	-
Water Treatment Plant Upgrades	Evaluate necessary upgrades to the Water Treatment Plant and construct upgrades as determined by the recommendations.	N	Water Bonds 201X	-	4,000,000

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 14
Date: April 25, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Gilbert Rojas, Director of Finance

SUBJECT: Fiscal Year 2012-13 Budget Update

RECOMMENDATION:

None

FISCAL ANALYSIS:

At the March 28, 2012 City Council meeting a revised General Fund Sources and Uses was presented. In the revision the sources were \$42,259 more than the uses. In the latest revision the sources are \$200,000 more than the uses. This is due to revised revenue estimates and reduction in department requests and workers compensation rates. Attached is a full listing of Sources and Uses.

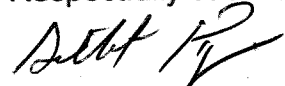
PREVIOUS ACTION:

At the March 28, 2012 City Council meeting, staff was asked to bring back the cost of all "take away's" that the City has negotiated with the City bargaining groups. The list is attached and separates the cost by General Fund versus all other funds.

BACKGROUND:

The City of Escondido Operating Budget will be presented in final form on June 13th. The Recreation Budget will be reviewed at the Council meeting on May 9th. The City Council has indicated that they would like to review the Center for the Arts budget requests, but only after the Center's management staff meets with the Council subcommittee. Staff will present a list of CIP projects on April 25th.

Respectfully submitted,



Gilbert Rojas
Director of Finance

CITY OF ESCONDIDO
FY 2012-13 Operating Budget
General Fund Sources and Uses
(4/25/2012)

GENERAL FUND

This fund was created to account for transactions related to the collection of all general revenues of the City not specifically levied or collected in other City funds, and for the expenditures related to the rendering of general services by the City.

Sources of Funds:

	2012-13
Estimated Revenue	\$ 75,427,450
Transfer from Cable Technology	11,000
Transfer from Daley Ranch Restoration	30,000
Transfer from Gas Tax	2,055,000
Transfer from Heygi Trust	2,000
Transfer from Ryan Trust-Library/Pioneer Room	44,800
Transfer from Wastewater	25,000
TOTAL, Sources	\$ 77,595,250

Uses of Funds:

General Fund Operating Budget	\$ 75,456,045
Transfer to Center for the Arts	1,159,630
Transfer to Reidy Creek Golf Course Debt Service	378,775
Transfer to Vehicle Parking District	78,800
Advance Payback to Wastewater-Principal	212,000
Advance Payback to Public Facilities Fund-Principal	110,000
Increase in Reserve Balance	200,000
TOTAL, Uses	\$ 77,595,250

City of Escondido
Cost to Restore All Concessions
FY 2012-13

	General Fund	All Other Funds
Reinstate Frozen Steps - Genl Fund	1,358,177	
Reinstate Frozen Steps - Non-Genl Fund		589,885
Eliminate Furlough - Genl Fund	1,099,337	
Eliminate Furlough - Non-Genl Fund		796,511
Eliminate Holiday Furlough - Genl Fund	106,666	
Eliminate Holiday Furlough - Non-Genl Fund		87,386
Reinstate 401 K Contributions - Genl Fund	664,800	
Reinstate 401 K Contributions - Non-Genl Fund		349,200
Reinstate Uniform Allowance (Note 1)	184,453	
Reinstate Suspended Class Progressions		47,396
Reinstate Frozen Certification/POST Pay Increases	218,973	
Reinstate Frozen Certification Increases - Non-Genl Fund		75,062
Eliminate Police Holiday Furlough Bank (Note 2)	569,444	
Eliminate Police Float Holiday Furlough Bank (Note 2)	<u>24,991</u>	<u>-</u>
Total by General and Non-General Funds	4,226,841	1,945,440
Total All Funds		<u>6,172,281</u>

(Note 1) Re-established for Police Dept. on 1/1/2012 due to Sunsetting Provisions of Prior Contract
(has not been accounted for in the budget)

(Note 2) Furlough Bank Ended on 1/1/12 due to Sunsetting Provisions of Prior Contract
(has not been accounted for in the budget)

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 15

Date: April 25, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Barbara J. Redlitz, Director of Community Development
SUBJECT: Plot Plan to Modify the Talk of the Town Carwash/Restaurant Project (ADM 12-0007)

STAFF RECOMMENDATION:

Deny without prejudice the proposed modification to add a second driveway to the previously approved Talk of the Town project.

PLANNING COMMISSION RECOMMENDATION:

The proposed modification to add a driveway has not been reviewed by the Planning Commission as the City Council was the original approval body for the project.

PROJECT DESCRIPTION:

A referral from the Director of Community Development of a request to modify the site design for the approved "Talk of the Town" carwash/restaurant project (2004-66-CUP) to add a second exit-only driveway between the future restaurant building and the western property line.

LOCATION:

The 1.34-acre site is on the northwestern corner of the intersection of Brotherton Road and Centre City Parkway, addressed as 400 Brotherton Road.

FISCAL ANALYSIS:

None

GENERAL PLAN ANALYSIS:

The City of Escondido General Plan designates the project site as General Commercial, which is characterized by a broad range of retail and service activities in local commercial, community shopping/office complexes and regional shopping centers. The site is regulated by the development standards listed for Area "B" of the South Escondido Boulevard Area Plan.

ENVIRONMENTAL REVIEW:

A Revised Mitigated Negative Declaration, City Log No. ER 2004-33, was issued on December 10, 2009. Mitigation measures were developed to reduce potential land use, transportation/traffic, air quality and noise impacts to a less than significant level. Pursuant to CEQA Section 15162, no additional environmental review need be prepared for the proposed new driveway since there are no substantial changes in the project that require major revisions to the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

PREVIOUS ACTION:

On May 26, 2010, the City Council voted 4-1 (Councilmember Diaz opposed) to approve the Talk of the Town carwash/restaurant project consisting of an amendment to the South Escondido Boulevard Area Plan to conditionally allow carwashes in Area "B," and a Conditional Use Permit for an approximately 5,500 SF automated carwash and oil change facility with a 4,150 SF restaurant on a 1.34-acre site.

The City Council unanimously approved a modification to the project conditions of approval on October 13, 2010, to provide an alternative for the location of a required separation wall between the commercial property and adjacent residential properties. The modified condition allowed the applicant to construct the wall on his property, or enter into an agreement with approximately 10 individual homeowners to pay the cost for the homeowners to construct the wall at the top of the slope on their properties.

On August 10, 2011, the City Council voted 3-1-1 (Councilmember Diaz opposed, Councilmember Morasco abstained) to approve a one-year extension of time for the carwash Conditional Use Permit, and grant a Business Enhancement Zone (BEZ) waiver of \$72,500 that was due for utility undergrounding fees.

BACKGROUND:

In August 2011, the applicant paid the permit fees and was issued building permits to build the project two days prior to the City Council vote on the time extension request. Grading permits were issued by the Engineering Division during that same time period. The Building Official granted a one-time extension for the building permit in February 2012 when no construction had commenced and the permit was due to expire; no additional extensions of the building permit may be granted. There still has been no construction on the site and the building permit is set to expire on July 30, 2012.

On January 30, 2012, the applicant requested a minor adjustment to the CUP pursuant to Zoning Code Section 33-1208 by filing an administrative request (Plot Plan) to add a second driveway to Brotherton Road. The proposed driveway is intended to be an exit-only driveway that is 16-feet wide and located between the future restaurant building and the western property line. No other changes to the size or location of buildings or parking spaces are proposed. While the Director of Community Development has the authority to approve or deny administrative plot plan applications, the Director

has chosen to elevate this decision to the original approval body in light of the past history of community interest in the project.

DISCUSSION:

The approved project features a single driveway from Brotherton Road that loops through the site and provides access to all parking spaces for both buildings. The driveway has been designed to meet all Fire Department clearance and turning radius requirements. Several months after permits were issued to start construction, the applicants notified staff that they may want to add a second driveway to the site. This apparently was based on a discussion with a potential restaurant tenant who offered the suggestion that it would benefit restaurant patrons. At the time the application for the driveway modification was submitted to staff, the property owner insisted it was for a two-way driveway and was disappointed to hear from his consultant that there was not enough room for a two-way driveway, so it would have to be a one-way driveway.

The potential benefit realized by adding a one-way exit driveway in this location has not been demonstrated or explained well, and there does not appear to be a potential restaurant tenant awaiting the outcome of the proposal. The neighbors are concerned that the proposal would facilitate a change in the restaurant from a quality sit-down operation to a fast food with drive-through. While it would be fairly simple to further modify the driveway to a drive-through, the South Escondido Boulevard Area Plan would require a Conditional Use Permit for that use. The disadvantage of placing a driveway between the building and adjacent residences is demonstrated by the increased noise levels at the residential properties. The original noise study prepared for the approved project indicated combined daytime noise levels at the western property line would range up to 47 dBA, which is consistent with City of Escondido noise standard of 50 dBA for residential zones. A revised Noise Impact Analysis, prepared by Eiler Associates, Inc., dated January 26, 2012, shows the new driveway would increase noise levels to the 50 dBA limit at the western property line.

While the noise levels at the western and northern property lines would still comply with the City's maximum allowable level for residential zones, it was hoped that the applicant and the adjacent property owners could reach an agreement allowing the required separation wall to be built at the top of the slope where some noise attenuation benefit could be realized. The applicant has recently notified staff that negotiations with adjacent residents to build the separation wall at the top of the slope have failed. The wall will now be built at the bottom of the slope on the applicant's property to meet the Zoning Code requirements for separation between commercial and residential properties. While this meets the separation standard, it negates any potential ability for the wall to assist in minimizing sound levels from the project.

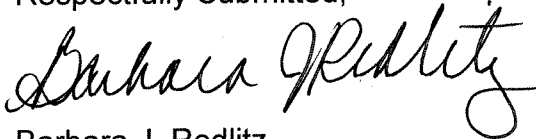
OPTIONS:

There are several options for the City Council to consider including:

1. Approve the proposal to add an exit-only driveway as requested by the applicant with the addition of the revised Engineering Division conditions (attached) to reflect the change in grading and storm water treatment;

2. Deny the proposal without prejudice as premature considering there is no restaurant tenant. This would allow the applicant to refile the proposal in the event there is a restaurant tenant who actually requests a second driveway.
3. Deny the proposed modification to add a second driveway.

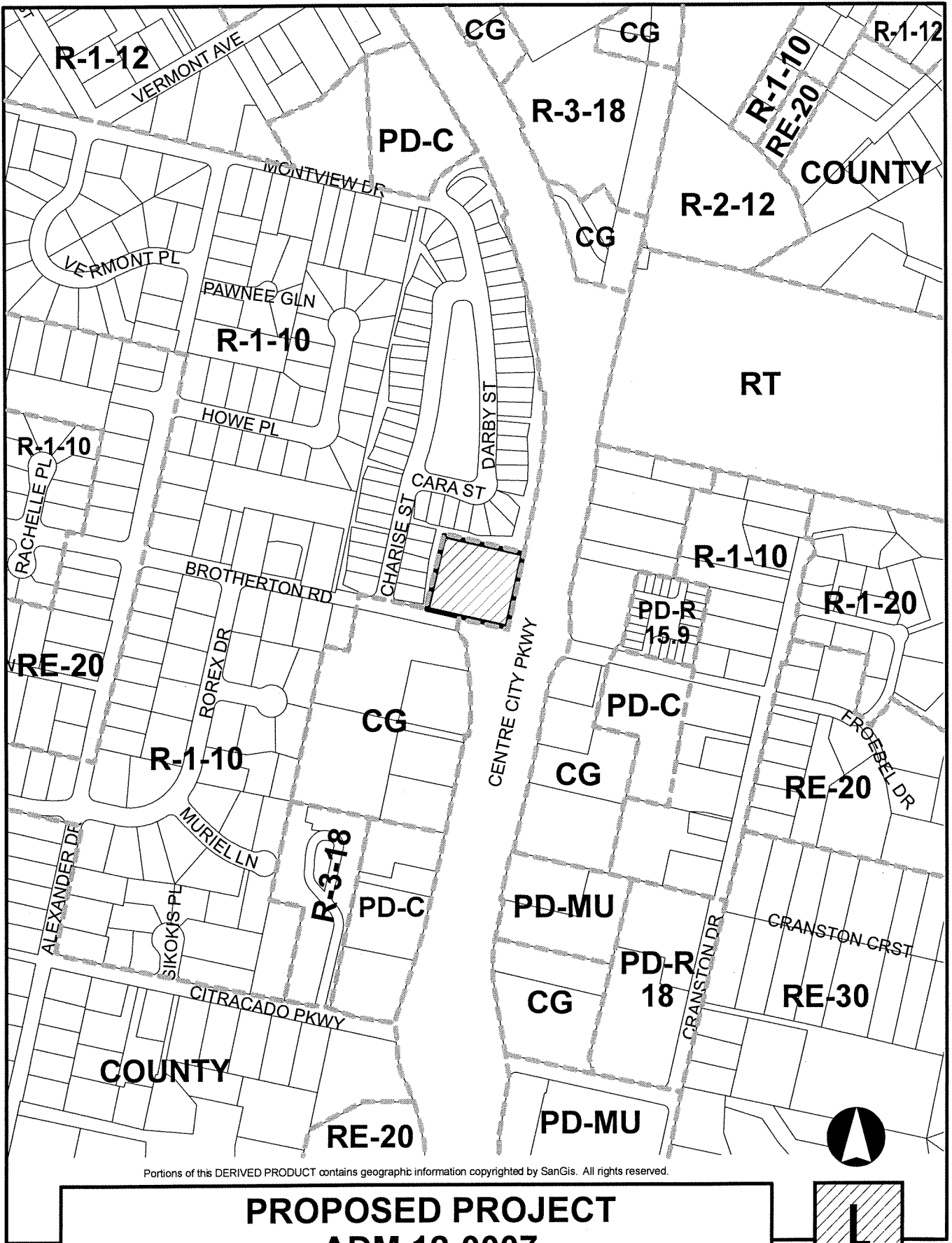
Respectfully Submitted,



Barbara J. Redlitz
Director of Community Development

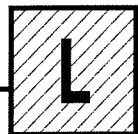


Bill Martin
Principal Planner

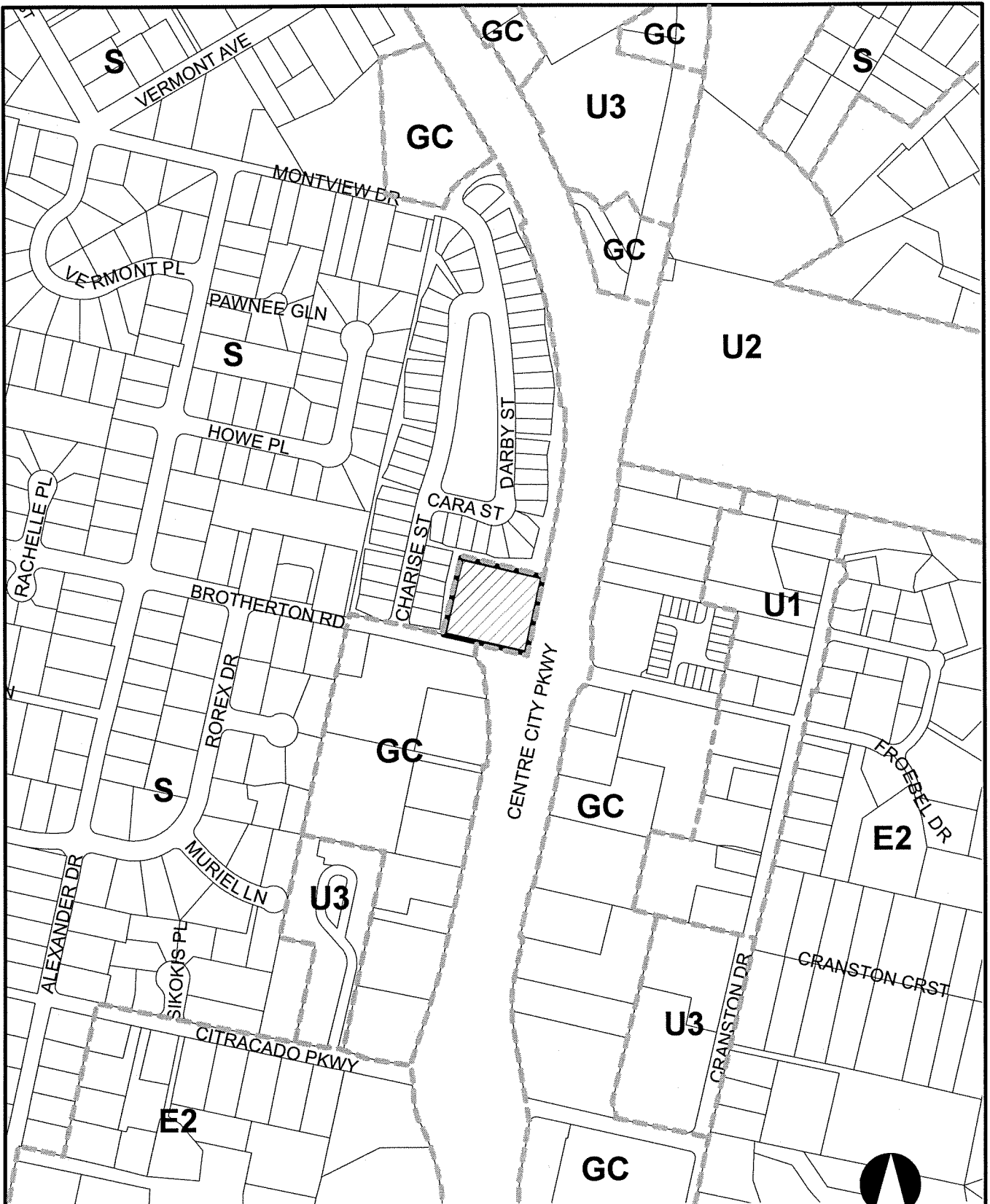


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**PROPOSED PROJECT
ADM 12-0007**



LOCATION/ZONING

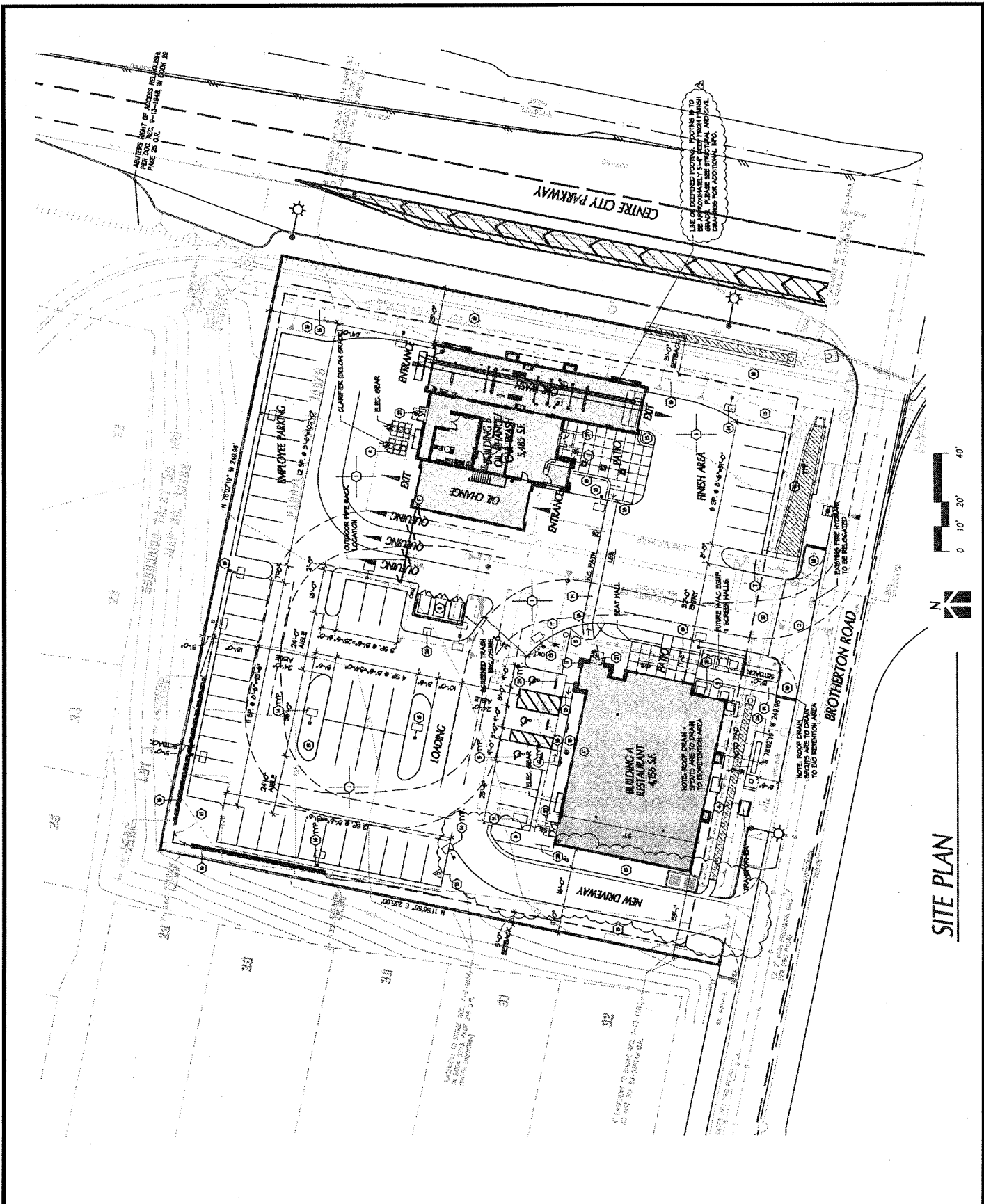


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**PROPOSED PROJECT
ADM 12-0007**



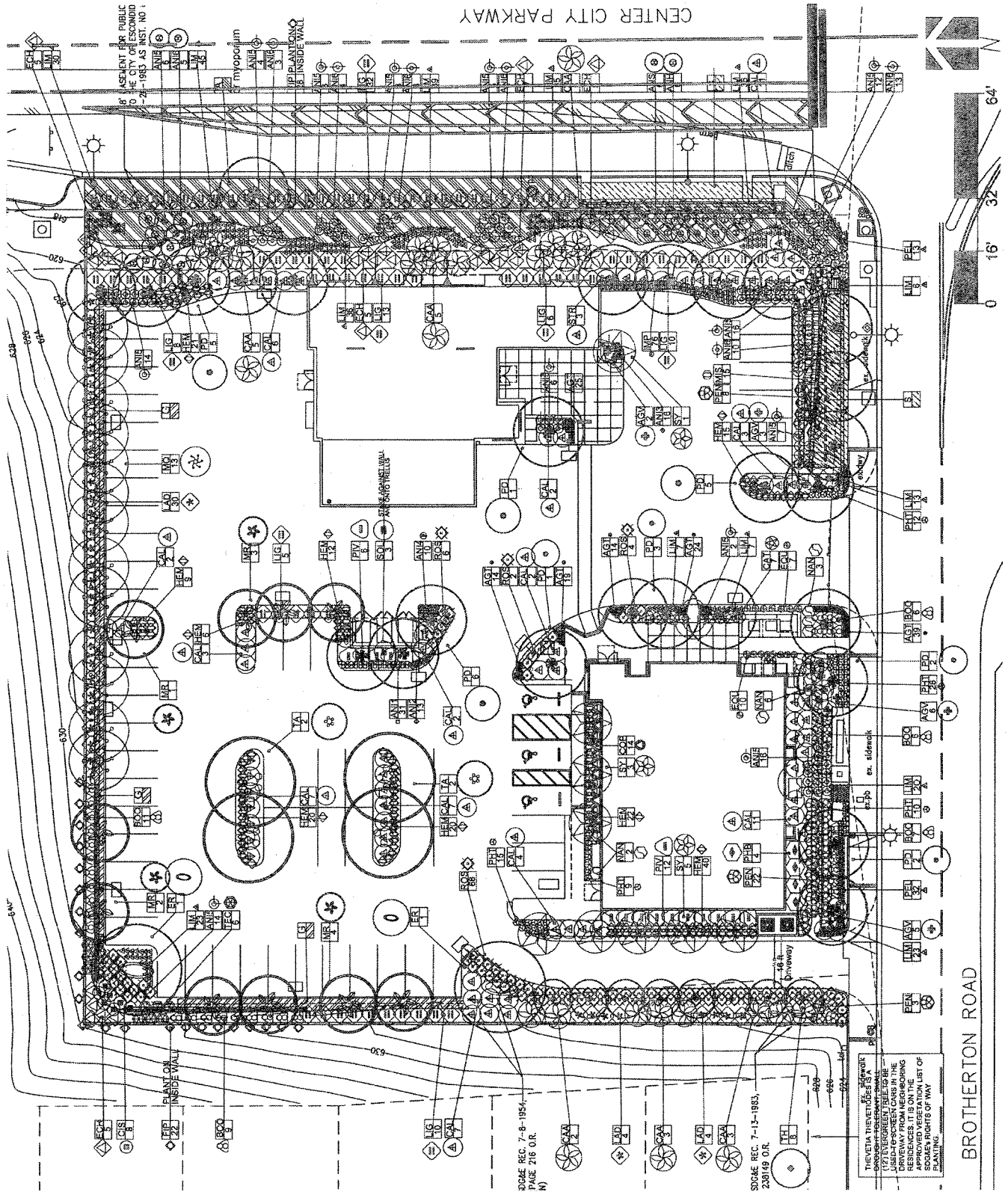
GENERAL PLAN



**PROPOSED PROJECT
ADM 12-0007**



SITE PLAN



**PROPOSED PROJECT
ADM 12-0007**



LANDSCAPE PLAN

ENGINEERING CONDITIONS OF APPROVAL
TALK OF THE TOWN 2004-66-CUP
Revised for 2nd driveway exit to Brotherton Rd.

GENERAL

1. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of plans and the issuance of Building Permits.
2. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
3. An engineered improvement plan prepared by a Registered Civil Engineer is required for all public improvements. The developer shall post security for these improvements and an improvement plan shall be approved by the City of Escondido prior to issuance of any building permits. All required improvements shall be constructed prior to final acceptance of subject construction by the City.
4. The design for the proposed 2nd driveway off of Brotherton Rd. shall be submitted as redline revisions to the previously approved improvement plans including signing and striping plans for review and approval, and revision plan check fees shall be paid. When the changes have been approved, the previously approved improvement plan mylars shall be modified accordingly.

STREET IMPROVEMENTS AND TRAFFIC

1. The developer shall construct a 15 foot wide south bound deceleration lane along project frontage on Centre City Parkway (250 feet long with 120 foot long transition) to the satisfaction of the City Engineer. Roadway improvements shall include construction of roadway widening, curb&gutter, drainage improvements and two street lights along deceleration lane. The developer shall also be responsible to prepare a striping & signage plan to allow for a fourteen foot wide deceleration lane and widen the existing bike lane from four to five feet.
2. The developer shall be responsible to landscape and irrigate the parkway areas along project frontage on Centre City Parkway and Brotherton Road to the satisfaction of the Planning Director.
3. The developer shall re-establish the striping at the intersections of Centre City Parkway /Brotherton Road and Brotherton Road/Frontage Road. This work shall be shown and approved as part of the striping & signage plan.

4. All driveways shall be alley-type in accordance with Escondido Standard Drawing No. 3, with a minimum throat width of minimum 24 feet.
5. The developer shall install a street light at the intersection Brotherton Road and new easterly driveway that shall be aligned with frontage road.
6. The developer shall be responsible for replacement of the existing drainage pipe across Brotherton Road, if it were found to be damaged at the time of final plans review, as determined by the City Engineer.
7. All unused driveways shall be removed and replaced with full height curb and gutter and sidewalk in accordance with City standards.
8. Adequate horizontal sight distance shall be provided at all street intersections and driveway entrances. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer.
9. The developer's engineer shall prepare a complete signing and striping plan for all improved roadways. Developer's contractor shall do any removal of existing striping and all new signing and striping.
10. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.
11. The developer shall provide the City with cash contribution in the amount of \$50,000 towards future improvement of Centre City Parkway between Felicita Avenue and Brotherton Road, prior to issuance of Building Permit.
12. The developer shall provide the City with cash contribution in the amount of \$7,500 towards future improvement of the intersection of Brotherton Road and Felicita Avenue, prior to issuance of building permit.

GRADING

1. Site grading and erosion control plans prepared by a Registered Civil Engineer are required for all onsite improvements and shall be submitted to the Engineering Department. Grading Plans are subject to approval by the Planning, Fire and Engineering Departments prior to issuance of a Grading Permit.
2. The design for the proposed 2nd driveway off of Brotherton Rd. shall be submitted as redline revisions to the previously approved grading plans for review and approval, and revision plan check fees shall be paid. When the changes have been approved the previously approved grading plan mylars shall be modified accordingly.

3. All private driveways and parking areas shall be paved with a minimum of 3" AC over 6" of AB or 5 1/2" PCC over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
4. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of building structure will be permitted as part of the Building Dept. plan review and permit process.
5. Erosion control, including riprap, interim sloping planting, gravelbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the development of the project.
6. A General Construction Activity Storm Water Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one or more acres. Two copies of the Storm Water Pollution Prevention Plan shall be submitted to the City.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the engineer of work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. A revised Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and resubmitted for approval prior to revising the improvement and grading plans. The revised Water Quality Technical Report shall reanalyze the entire revised project and include post construction storm water treatment measures and maintenance requirements.
3. All site drainage with emphasis on the parking and drive way areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment where possible. The City highly encourages the use of bio-retention basins within or along the perimeter of the parking and driveway areas as the primary method of storm water treatment. The landscape plans will need to reflect these areas of storm water treatment.

4. The on-site trash enclosure area shall drain toward a landscaped area and include a roof over the enclosure in accordance with the City's Storm Water Management requirements and to the satisfaction of the City Engineer.
5. All on-site storm drains not in public easements are private. The responsibility for maintenance of these storm drains and all post construction storm water treatment facilities shall be that of the property owner.
6. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.

WATER SUPPLY

1. Fire hydrants together with an eight (8") inch supply line from Brotherton Road shall be installed at locations approved by the Fire Marshal, designed and constructed to the satisfaction of the Utilities Director.
2. Separate water meters shall be installed for each building.
3. A Public Utility Easement shall be granted to the City of Escondido for all public water mains within the project site. The easement shall include all fire hydrants, water meters and other appurtenances. The minimum easement width shall be 20 feet.

RECYCLED WATER

1. The developer is required to construct an irrigation system, for the frontage on Centre City Parkway and Brotherton Road that can use either potable or recycled water. This system should be built to the satisfaction of the Planning and Utilities Directors.

SEWER

1. An access driveway shall be provided from Centre City Pkwy. to the existing sewer manhole in the northeast corner of the proposed project to the satisfaction of the Director of Utilities.
3. Separate 6" sewer laterals shall be installed from the public main to each building.
4. No trees or deep rooted plants shall be planted within 15' of sewer lines.

EASEMENTS AND DEDICATIONS

1. Necessary public utility easements (for sewer, water and storm drain) shall be granted to the City. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.

2. Vehicular access rights to Center City Parkway shall be waived and relinquished to the City of Escondido.

Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final documents.

REPAYMENTS AND FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the Director of Engineering Services.
2. The developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

SURVEYING AND MONUMENTATION

1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey Map (or Corner Record if appropriate) shall be recorded.
2. A current preliminary title report shall be submitted with the grading plans.

UTILITY UNDERGROUNDING AND RELOCATION

1. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, and relocation. All new utilities shall be constructed underground.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 16

Date: April 25, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Jeffrey R. Epp, City Attorney

SUBJECT: Designation of Enforcement Authority for the Escondido Campaign Control Ordinance

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-67 designating George Eiser III, Esq. and the law firm of Meyers Nave as the enforcement authority for the Escondido Campaign Control Ordinance for the 2012 Municipal Election, as required by Escondido Municipal Code Section 2-115.5(c).

BACKGROUND:

Pursuant to Escondido Municipal Code Section 2-115.5(c), special counsel shall be selected as the enforcement authority for the Campaign Control Ordinance by the City Attorney and appointed by the City Council at least one hundred and eighty (180) days prior to a city election. The next regularly scheduled election will be held November 7, 2012.

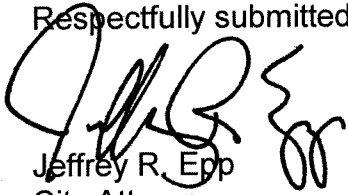
Under the California Government Code and the Escondido Municipal Code, the appointed City Attorney acts under the direction of the mayor and four elected councilmembers. In election situations where candidates and incumbents compete against each other for local offices, it is best that matters related to the campaign and campaign contribution ordinance be handled by outside special counsel, and thus the requirements of Escondido Municipal Code Section 2-115(c).

I recommend that the City Council appoint George Eiser III as the City's special counsel for enforcement of the campaign contribution ordinance based on his long time experience and knowledge in the areas of municipal law, election matters, and if necessary, prosecution of municipal offenses. Mr. Eiser began his career with the Thousand Oaks City Attorney's Office in 1975, and with the Modesto City Attorney's Office as the Assistant City Attorney. In 1984, was appointed as the City Attorney for the City of National City where he worked until his retirement in 2010. He is now Senior of Counsel at the law firm of Meyers Nave, which is a law firm of approximately 80 lawyers specializing in public law throughout California. Mr. Eiser has a BA degree in Spanish as well as his Juris Doctorate. He is a past president of the San Diego County City Attorneys' Association.

Fortunately, while the City has been diligent in appointing special counsel for each election cycle in recent decades, only one election in the 1990's resulted in the need for any investigative activity, and that particular matter was resolved without prosecution.

Based on the above, I recommend the adoption of Resolution 2012-67 authorizing the retention of George Eiser III as special counsel to enforce the provisions of the Escondido Campaign Control Ordinance for the 2012 Municipal Election.

Respectfully submitted,



Jeffrey R. Epp
City Attorney

RESOLUTION NO. 2012-67

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE RETENTION OF
GEORGE EISER III AND THE FIRM OF
MEYERS NAVE FOR SPECIAL COUNSEL
SERVICES TO ENFORCE THE PROVISIONS
OF THE ESCONDIDO CAMPAIGN CONTROL
ORDINANCE FOR THE 2012 MUNICIPAL
ELECTION

WHEREAS, Escondido Municipal Code Section 2-110.5 (c) requires the City of Escondido to retain special counsel at least one hundred and eighty (180) days prior to a City election to enforce the Escondido Municipal Code pertaining to campaign related matters; and

WHEREAS, George Eiser III and the law firm of Meyers Nave have the highest credentials and experience, and would be well suited to serving as the City's enforcement authority; and

WHEREAS, the City Attorney recommends the retention of George Eiser III, Esquire and the firm of Meyers Nave as special counsel to enforce the provisions of the Escondido Campaign Control Ordinance for the 2012 municipal election; and

NOW THEREFORE, 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 City Attorney and authorizes the City Attorney and City Clerk to execute such documents as necessary to retain George Eiser III, Esquire and the firm of Meyers Nave as special counsel to enforce the provisions of the Escondido Campaign Contribution Ordinance.

FUTURE CITY COUNCIL AGENDA ITEMS
April 19, 2012

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

MAY 2, 2012
Mayor's Town Hall Meeting
Council Chambers
4:30 p.m.

Green Sheet Due by Noon on Monday 4/23/12
Staff Reports/Resos due by Noon on Tuesday 5/1/12

MAY 9, 2012
4:30 p.m.

CONSENT CALENDAR

Authorization of the Escondido Joint Powers Financing Authority (EJPFA) to participate in the local agency investment fund (LAIF).

(G. Rojas)

California State law requires each local agency desiring to invest monies in the State Treasury LAIF fund to adopt a Resolution authorizing deposits and withdrawals of monies in the fund in accordance with the provisions of Section 16429.1 of the Government Code.

Sign Code Amendment, Case No. AZ 2012-0001

(B. Redlitz)

Request Council Amend the Zoning Code Article 66 to address temporary portable signs and to establish a two year "sunset" clause. Continued from April 18 Meeting.

PUBLIC HEARINGS

Public Hearing for City of Escondido Landscape Maintenance District Zones 1-37

(F. Schmitz)

As part of the approval process for the annual Engineer's report for LMD Zones 1-37, a Public Hearing is required to receive public input on the proposed assessments for the upcoming fiscal year. No council action is required.

MAY 9, 2012
Continued

PUBLIC HEARINGS Continued

Modification to the Master and Precise Development Plan for the Westfield North County (PHG 12-0005)

(B. Redlitz)

This program implements the exterior improvements Westfield agreed to in lease negotiations, and includes a broadening of the permitted land uses to include more non-retail uses and a proposed reduction in the amount of required parking from 4.6 spaces per 1,000 SF to 4.0 spaces per 1,000 SF. The program also increases the amount of wall signs allowed including advertising panels and changes all the freestanding signs in the center to include a new 93' high freeway sign. The Econ Dev. Council Subcomm. granted expedited processing under BEZ on 3/28/12. No Planning Commission hearing is required. Staff will consult with them informally as requested by the Mayor.

Short-Form Rent Review Board Hearing for City-Owned Spaces in Mountain Shadows Mobile Home Park

(K. Youel)

This application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 2-year period of consideration from December 31, 2009 through December 31, 2011. Seventy five percent of the change in the Consumer Price Index for the 2-year period is 2.989%. The Owner is requesting an increase for 29 of the 31 lots owned by the City. The average space rent for the 29 spaces subject to the rent increase is \$322.58. The average increase per space is approximately \$9.64.

Short-Form Rent Review Board Hearing for City-Owned Spaces in the Escondido Views Mobile Home Park.

(K. Youel)

This application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 2-year period of consideration from December 31, 2009 through December 31, 2011. Seventy five percent of the change in the Consumer Price Index for the 2-year period is 2.989%. The Owner is requesting an increase for five of the nine lots owned by the City. The average space rent for the five spaces subject to the rent increase is \$380.79. The average increase per space is approximately \$11.38.

CURRENT BUSINESS

Contract with JC Resorts - Reidy Creek

(G. Rojas)

Need Green Sheet

Future Agenda Items (D. Halverson)