



Council Meeting Agenda

DECEMBER 8, 2010
CITY COUNCIL CHAMBERS ~ 4:00 P.M.
201 N. Broadway, Escondido, CA 92025

MAYOR	Sam Abed
MAYOR PRO TEM	Marie Waldron
COUNCIL MEMBERS	Ed Gallo Olga Diaz
CITY MANAGER	Clay Phillips
CITY CLERK	Marsha Whalen
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

DECEMBER 8, 2010
4:00 p.m. Meeting

Escondido City Council
Community Development Commission

CALL TO ORDER

FLAG SALUTE

ROLL CALL: Diaz, Gallo, Waldron, Abed

PRESENTATIONS: Assistance League of North County

ORAL COMMUNICATIONS

At this time the public may comment on items not appearing on the agenda. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.)

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES: Regular Meeting of October 27, 2010**

4. **BUDGET ADJUSTMENT REQUEST TO CLOSE HALE AVENUE RESOURCE RECOVERY FACILITY (HARRF) MODS PHASE II PROJECT** – Request Council authorize a budget adjustment to transfer the remaining budget, from the completed HARRF Mods Phase II project, in the amount of \$84,032, to the Wastewater Major Maintenance project budget

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

5. **HALE AVENUE RESOURCE RECOVERY FACILITY (HARRF) SECONDARY CLARIFIERS REHABILITATION AND BUDGET ADJUSTMENT** – Request Council authorize the Mayor and City Clerk to authorize the Utilities Department to enter into a Purchase Agreement with Ovivo USA, LLC, in the amount of \$406,516 for replacement mechanical equipment for two HARRF Secondary Clarifiers; and request council approve a budget adjustment in the amount of \$200,000 from the Sewer fund Balance to fund this purchase

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

RESOLUTION NO. 2010-178

6. **BUDGET ADJUSTMENT TO TRANSFER BOND FUNDS** Request Council authorize a budget adjustment to transfer bond funds from the completed FY 2010 Alexander Area Phase I Water Line project to the Cemetery Area Water Line project, in the amount of \$179,149, to adequately fund design and title reports

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

7. **WATER AND RECYCLED WATER MASTER PLANS CONSULTING AGREEMENT AND BUDGET ADJUSTMENT** – Request Council authorize the Mayor and City Clerk to execute a Consulting Agreement with PBS&J, in the amount of \$472,039 for engineering services to prepare a Water Master Plan Update and a recycled Water Master Plan; and authorize a budget adjustment in the amount of \$260,000 from the A-3 Reservoir Fund and \$150,000 from Sewer Master Plan to fund this project

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

RESOLUTION NO. 2010-177

CONSENT CALENDAR

8. **MICROSOFT LICENSING ENTERPRISE AGREEMENT** – Request Council authorize the Director of Information Systems to enter into a three year agreement with Dell in the amount of \$201,733 a year for three years, to provide Microsoft Software Assurance via a Microsoft Licensing Enterprise Agreement for Microsoft desktop and server software required to run the City's Network

Staff Recommendation: Approval (**Information Systems: Mark Becker**)

RESOLUTION NO. 2010-168

9. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND FY 2010-2011 ANNUAL ANTICIPATED DBE PARTICIPATION LEVEL (AADPL)** – Request Council authorize the establishment of the FY 2010-2011 DBE Program and an AADPL of 2.5%, with a Race conscious Goal of 1.17% and a Race Neutral Goal of 1.36%, for the period of October 1, 2010 through September 30, 2011, and authorize the Direction of Engineering Services to execute the DBE Annual Submittal Form

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

RESOLUTION NO. 2010-175

10. **MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN** – Request Council approve the revisions to the San Diego County Multi-Jurisdictional Hazard Mitigation Plan

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

RESOLUTION NO. 2010-158

11. **FIT CONSULTANT – SCHOOL COMMUNITY VIOLENCE PREVENTION SERVICE AGREEMENT AND BUDGET ADJUSTMENT** – Request Council authorize the Escondido Police Department to accept School community Violence Prevention Service funds in the amount of \$33,600 from the San Diego County Office Education and the Chief of Police to submit grant documents on behalf of the City and approve budget adjustments needed for overtime expenses

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

CONSENT CALENDAR

12. **SUBMISSION OF COMMUNITY DEVELOPMENT COMMISSION REPORTS AS OF JUNE 30, 2010** – Request Council accept the submission of the reports, which includes the Independent Auditor's Report on the Commission

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

13. **INTERIM EXTENSION OF TOW TRUCK COMPANY CONTRACTS** – Request Council authorize the Mayor and City Clerk to extend tow company contracts for a six-months period, with the current contracts expiring December 31, 2010, with AI's towing, Inc., HMR, Inc. (El Norte Towing), A-Z Enterprises, Inc., and Allied Gardens Towing, Inc.

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

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

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

CURRENT BUSINESS

14. **PUBLIC SAFETY FACILITIES OVERSIGHT COMMITTEE: FINAL REPORT AND DISSOLUTION OF THE COMMITTEE**

Staff Recommendation: Receive and file the Final Report and authorize dissolution of the Committee (**City Manager's Office: Joyce Masterson; Public Safety Facilities Oversight Committee: Carl Skaja**)

15. **LIBRARY BOARD OF TRUSTEES ANNUAL REPORT (ORAL REPORT)** – Trustees' Annual Report on the state of the Escondido Public Library

Staff Recommendation: Receive and file report (**Community Services/Library: Laura Mitchell**)

CURRENT BUSINESS

16. **CONSIDER APPLICATIONS AND PRESENTATIONS BY APPLICANTS FOR VACANT CITY COUNCIL SEAT; DISCUSSION AND POSSIBLE ACTION OR APPOINTMENT TO FILL COUNCIL VACANCY**

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

BRIEFING (Staff)

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: Marsha Whalen)**

ORAL COMMUNICATIONS

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COUNCIL/COMMISSION/ MEMBERS COMMENTS

CLOSED SESSION: (COUNCIL/CDC/RRB)

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

- a. Property: APN 226-112-27
 Agency Negotiators: Ed Domingue
 Negotiating parties: City and KGD Enterprises, Incorporated
 Under negotiation: Price and terms of payment

- b. Property: APN 226-113-31
 Agency Negotiators: Ed Domingue
 Negotiating parties: City and Vincent N. Pompo and Patricia A. Pompo and Richard T. Sokol
 Under negotiation: Price and terms of payment

- c. Property: APN 226-112-49
 Agency Negotiators: Ed Domingue
 Negotiating parties: City and Helix Real Estate Investment Trust
 Under negotiation: Price and terms of payment

- d. Property: APN 228-360-14 & 38
 Agency Negotiators: Ed Domingue
 Negotiating parties: City and Robert S. Bills & Pamela A. Bills
 Under negotiation: Price and terms of payment

- e. Property: APN 228-360-39
 Agency Negotiators: Ed Domingue
 Negotiating parties: City and Wells-CECO, LP, and Lloyd Henry Wells Family Trust
 Under negotiation: Price and terms of payment

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
December 15	Wednesday	4pm Only	Council Meeting	Council Chambers
December 22	NO MEETING	-	-	-
December 29	NO MEETING	-	-	-
January 5, 2010	Wednesday	4pm & 7pm	Council Meeting	Council Chambers



Council Meeting Agenda

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

NO MEETING

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Comments are generally limited to 3 minutes.

If you wish to speak concerning an item *not* on the agenda, you may do so under "Oral Communications." Please complete a Speaker's form as noted above.

Handouts for the City Council should be given to the City Clerk. To address the Council, use the podium in the center of the Chambers, STATE YOUR NAME FOR THE RECORD and speak directly into the microphone.

AGENDA, STAFF REPORTS AND BACK-UP MATERIALS ARE AVAILABLE:

- Online at <http://www.ci.escondido.ca.us/government/agendas/PublishedMeetings.htm>
- In the City Clerk's Office at City Hall
- In the Library (239 S. Kalmia) during regular business hours and
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

AVAILABILITY OF SUPPLEMENTAL MATERIALS AFTER AGENDA POSTING: Any supplemental writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's Office located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and can be viewed the following Sunday and Monday evenings at 6:00 p.m. on Cox Cable. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, 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 4:00 and 7:00 p.m. (*Verify schedule with City Clerk's Office*) Members of the Council also sit as the Community Development Commission and the Mobilehome Rent Review Board.

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



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

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

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: December 8, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Lori Vereker, Director of Utilities
SUBJECT: Budget adjustment request to close HARRF Mods Phase II project

RECOMMENDATION:

Approval.

FISCAL ANALYSIS:

The budget adjustment request will increase the budget for the the Wastewater Major Maintenance project and decrease the HARRF Mods Phase II project budget by \$84,032.21.

PREVIOUS ACTION:

The HARRF Mods Phase II project was budgeted and major work was completed in 2004. The budget has been used for additional work that was determined to be necessary,

BACKGROUND:

The HARRF Mods Phase II project improved the processes at the HARRF and added the recycled water treatment process to the plant. Additional improvements to the plant have been made with the budget. The remaining budget of \$84,032.21 will be used in Wastewater Major Maintenance project to continue to make improvements in the plant processes.

Respectfully submitted,



Lori Vereker
Director of Utilities

Budget Details - Windows Internet Explorer

http://dlpech02.escondido.org/psp/psprod/EMPLOYEE/ERP/c/MANAGE_COMMITMENT_CONTROL_KK_INQ...

File Edit View Favorites Tools Help

City of Escondido Intranet Budget Details

Financials Production

New Window | Help | Customize Page

Commitment Control Budget Details

Business Unit	Ledger Group	Account	Fund Code	Product	Project	Budget Period
ESC	PROJ:GRANT	0000	557		800309	2011

Ledger Amounts

Budget:	84,042,510 USD	Attributes	Display Chart
Expense:	10,300 USD	Parent / Children	Max Rows 100
Encumbrance:	0,000 USD	Associated Budgets	
Pre-Encumbrance:	0,000 USD		
Associate Revenue:	0,000 USD		

Available Budget

Without Tolerance:	84,032,210 USD	Percent:	(99.99%) Forecasts
With Tolerance:	84,032,210 USD	Percent:	(99.99%)

Budget Exceptions

Exception Errors:	0	Exception Warnings:	3	Budget Exceptions
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Trusted sites | 100%



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5
Date: December 8, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Lori Vereker, Director of Utilities
SUBJECT: HARRF Secondary Clarifiers Rehabilitation

RECOMMENDATION:

It is requested that the City Council:

1. Adopt Resolution No. 2010-178 authorizing the Mayor and City Clerk to authorize the Utilities Department to enter into a purchase agreement with Ovivo USA, LLC. in the amount of \$406,516 for the procurement of specific equipment for the HARRF Secondary Clarifiers Rehabilitation. This will be replacement equipment to match existing equipment in other clarifiers.
2. Approve a budget adjustment in the amount of \$200,000.

FISCAL ANALYSIS:

Funds are available in the Sewer Fund Balance.

PREVIOUS ACTION:

N/A

BACKGROUND:

The HARRF currently operates with four Secondary Clarifiers, two built in 1984 and two built in 2002. The mechanical equipment in the two 1984 clarifiers have reached the end of their useful life. To standardize the maintenance and reduce spare parts inventory the Utilities Department desires to do a sole source equipment purchase of identical equipment to that in the newer 2002 clarifiers. Due to the specialized nature of the equipment it will take approximately six months from the time of the order to delivery. A separate contract will be administered with a qualified contractor for the installation in the spring/summer of 2011.

Respectfully submitted,

Lori Vereker
Director of Utilities

RESOLUTION NO. 2010-178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF UTILITIES TO EXECUTE, ON BEHALF OF THE CITY, THE PURCHASE OF SECONDARY CLARIFIER EQUIPMENT AT THE HARRF

WHEREAS, the City desires to replace the mechanical equipment which has reached the end of its useful life in two Secondary Clarifiers at HARRF; and

WHEREAS, the HARRF operates two additional newer Secondary Clarifiers; and

WHEREAS, the staff must operate and maintain all four Secondary Clarifiers to stay within regulatory compliance; and

WHEREAS, it would be most efficient for maintenance and spare parts inventory purposes to standardize the equipment; and

WHEREAS, to standardize the equipment it will require the sole source purchase of said equipment; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve said purchase from Ovivo USA, LLC. in an amount not to exceed \$406,516.

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 authorizes the Director of Utilities or her designee to purchase, on behalf of the City, mechanical equipment necessary for the support and the use of the HARRF Secondary Clarifiers, subject to the terms and conditions detailed in the Proposal attached as Exhibit "1," incorporated by this reference, and subject to approval as to form by the City Attorney.



Proposal No: 1-06-0110A
Bid Date: 10/14/2010
Page 1 of 10

DATE: October 12, 2010
TO: Escondido, CA
BID DATE: October 14, 2010

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the "Products") on the project indicated above (the "Project"). This proposal, either in its original form or in its "as sold" format, constitutes Ovivo's contractual offer of goods and services in connection with the Project. Please contact Ovivo's sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

Attention: Craig Whittemore
Telephone: 760 839 4038
Facsimile: 760 738 5168
Email: cwhittemore@ci.escondido.ca.us

BID PRICING

<u>ITEM</u>	<u>EQUIPMENT</u>	<u>ESTIMATED SHIP DATE*</u>	<u>PRICE</u>
I	Secondary clarifiers	June 2011	\$ 347,900.00
	8.750% Taxes		\$ 30,411.00
	Freight and services		\$ 28,175.00
		TOTAL	\$ 406,516.00

PROPOSAL



Proposal No: 1-06-0110A

Bid Date: 10/14/2010

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DELIVERY

- * Ovivo will submit drawings for approval within 8 weeks after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Ovivo intends to ship all Products 24 weeks after receipt of approved drawings from Purchaser. However, the dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

PROPOSAL

Ovivo USA, LLC

4255 Lake Park Blvd., Suite 100 • Salt Lake City, Utah 84120 USA

www.ovivowater.com



ITEM I- SECONDARY CLARIFIERS

Ovivo proposes to supply two (2) Ovivo type C4 Clarifier Mechanisms each suitable for installation in 80' diameter existing concrete tank. The design of the proposed mechanisms is based upon our standard engineering practices and details which will meet the intent of the attached specifications.

ITEMS INCLUDED Per Clarifier:

- Complete Ovivo drive assembly C40HT, with gear motor and weatherproof drive torque control. Drive unit is completely factory assembled, calibrated and tested.
- Walkway: structural steel truss extending from the center operating platform to the outside of the launder wall, with 1-1/4" aluminum I-bar grating. Concrete steps at the end of bridge provided by contractor.
- Platform, steel frame, 8' square, with 1-1/4" aluminum I-bar grating.
- Aluminum handrail around platform only, 1-1/2" diameter 3-rail with 4" toe channel, sub-assembled system. Truss sides will serve as handrail.
- Cage, square box truss design, steel.
- Rake arms, two full radius square box truss design with spiral shaped rake blades and 304 SS squeegees, blades tapered from 8" at tank wall to 24" in the center.
- Rotating sludge collection drum.
- CMD adapter to convert existing organ pipe into spiral blade scraper.
- Center column 36" diameter, flanged with influent ports, steel.
- Feedwell 20' diameter x 4.5' deep with steel frame, FRP No 10 panels and steel supports.
- Equaflo360 Energy Dissipating Inlet, 6' diameter x 4.5' deep with discharge vanes and bottom plate.
- Two (2) scum skimmers with neoprene wipers and one 6' wide scum box with supports and stub nozzle.
- One (1) Ford Hall Brush Cleaning System. Installation by contractor.
- Effluent weirs, 9" x 1/4", and scum baffles, 12" x 1/4", with washers and brackets (L shaped brackets for baffles), all in FRP, with anchors and fasteners in stainless steel.
- Density Current Baffles, all in FRP, with anchors and fasteners in stainless steel.
- Spare parts as specified.
- Epoxy Anchors, 304 Stainless Steel.
- Assembly fasteners, 304 Stainless Steel.
- Operation and Maintenance manuals.
- Service as noted in the "Field Service" section of this proposal.
- Surface preparation and paint as noted in the "Surface Preparation and Paint" section of this proposal.
- Freight, F.O.B. factory, freight allowed to jobsite.

P R O P O S A L

Ovivo USA, LLC

4255 Lake Park Blvd., Suite 100 • Salt Lake City, Utah 84120 USA

www.ovivowater.com



Proposal No: 1-06-0110A

Bid Date: 10/14/2010

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ITEMS NOT INCLUDED (But not limited to the following):

Any items not specifically included above, such as:

- Local control panel.
- VFD controller.
- Field welding. Minimal field welding will be necessary at cage/arms connections and at arms/skimmer support connections. Field welding will be coordinated with contractor.
- Anchor templates and grout shield. Ovivo provides bolt circle dimensions for the center column and anchor positions.
- Demolition or erection services.
- Coating: priming and finish painting. See Surface preparation and Paint section.
- Lubricants. Type and quantity of lubricant needed will be provided to contractor during submittal.
- Electrical controls, mounting plates or brackets, conduit, wiring, mounting channels, photocells, etc.
- Lamp posts.
- Stairways, access walkways, interconnecting walkways, gratings, etc., outside tank.
- Handrail around tank.
- Scum spray systems, spray water piping or spray nozzles.
- Scum piping below or flexible connector to scum box stub nozzle.
- Dissimilar metals protection (bituminous paint or isolation tape) for aluminum handrail and grating mounted to steel walkway members. Mastic/sealant/packing is also by others.
- Tank, platform or feedwell covers of any kind.
- Cut of bridge concrete supports by contractor.
- Grout repair by contractor.
- See general items not included.

**APPROXIMATE TOTAL WEIGHT OF ONE (1)
MECHANISM**

26,000 Lbs.

**APPROXIMATE WEIGHT OF THE HEAVIEST
SINGLE COMPONENT**

3,000 Lbs.

PROPOSAL



Proposal No: 1-06-0110A

Bid Date: 10/14/2010

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FIELD SERVICE

Our proposal includes the service of a qualified service engineer for the following:

2 Days / 2 Trips

at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment. Static torque testing is included in these services. Additional service days can be purchased at the current rate.

SURFACE PREPARATION AND PAINT

Ovivo's drive unit will receive a surface preparation of SSPC-SP-06 and will be coated with two (2) coats of Themec N69F. Gearmotors are coated by the manufacturer.

Submerged and non-submerged fabricated steel will be shipped bare to jobsite. Coating will be provided by contractor.

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than 90 days after date of bid opening. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FOB surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are: Ninety percent (90%) net cash upon shipment of major Product items; and Ten percent (10%) upon the earlier of (a) Product startup and (b) one hundred eighty (180) days after completion of shipment. Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

PROPOSAL

Ovivo USA, LLC

4255 Lake Park Blvd., Suite 100 • Salt Lake City, Utah 84120 USA

www.ovivowater.com



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TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.



In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator
Ovivo USA, LLC
4255 Lake Park Blvd., Suite 100,
Salt Lake City, Utah 84120

Fax #: 801-931-3080
Tel. #: 801-931-3000

PROPOSAL



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ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

PROPOSAL



Proposal No: 1-06-0110A
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PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by January, 15, 2011.

If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

PROPOSAL



Proposal No: 1-06-0110A
Bid Date: 10/14/2010
Page 9 of 10

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale, QFORMEWT 0115-02031 is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

CONFIDENTIALITY

The contents of this proposal are confidential and shall be used by Purchaser and/or Owner only for the purpose of evaluating Ovivo's offer of goods and services in connection with the Project. Purchaser/Owner shall not disclose the contents of this proposal to any third party without the prior written consent of Ovivo.

Very truly yours,

Ovivo USA, LLC



Carla Wirth
Proposal Coordinator

Attachment:

Ovivo USA, LLC General Terms and Conditions

PROPOSAL

OVIVO

Bringing water to life

Terms & Conditions of Sale

1. ACCEPTANCE. The proposal of Ovivo USA, LLC ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER'S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by PURCHASER.

5. TAXES. Unless otherwise specifically provided in SELLER'S quotation/proposal, PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER'S account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER'S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER'S job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER'S negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER'S prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decontamination of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER'S estimate of what the remaining service life of those parts should have been; provided, that failures of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER'S design, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER'S quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL INFORMATION. All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER'S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER'S prior written consent.

8. PAINTING. The Products shall be painted in accordance with SELLER'S standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER'S equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER'S Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER'S negligence or willful misconduct in connection with this Agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaining possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER'S facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER'S strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER'S notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER'S subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER'S action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts of choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: December 8, 2010

TO: Honorable Mayor and Members of the City Council

FROM: Lori Vereker, Director of Utilities

SUBJECT: Budget adjustment request to transfer bond funds

RECOMMENDATION:

Approval.

FISCAL ANALYSIS:

The budget adjustment request will increase the budget for the Cemetery Area Water Line project by \$179,149.31. The Alexander Area Phase I water line project has been closed to fund balance, therefore this budget adjustment request will decrease the fund balance by \$179,149.31.

PREVIOUS ACTION:

Water bonds were issued in September 2007 and were used to fund \$1,000,000 of the Alexander Area Phase I water line. The project was completed in FY 2009. The Cemetery Area water line project was budgeted in FY 2009.

BACKGROUND:

The Alexander Area Phase I water line project was completed under budget. The project has been closed. The Cemetery Area water line design work was budgeted in 2009 and is in process. In addition, title reports have been purchased and additional budget is required for the expense.

Respectfully submitted,



Lori Vereker
Director of Utilities



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: December 8, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Lori Vereker, Director of Utilities
SUBJECT: Water and Recycled Water Master Plans

RECOMMENDATION:

It is requested that the City Council:

1. Adopt Resolution No. 2010-177 authorizing the Mayor and City Clerk to execute a Consulting Agreement with PBS&J in the amount of \$472,039 for engineering services to prepare a Water Master Plan Update and a Recycled Water Master Plan.
2. Approve a budget adjustment in the amount of \$410,000.

FISCAL ANALYSIS:

Funds are available in the Sewer Master Plan CIP (808102) for the Recycled Water Master Plan portion of the contract and in the A-3 Reservoir CIP (701705) for the Water Master Plan portion of the contract. Any unused funds will be returned to the originating account.

PREVIOUS ACTION:

N/A

BACKGROUND:

Master plans are a valuable tool in maintaining and operating reliable utility systems. They help evaluate the existing systems and propose improvements based on projected growth within the service area while maintaining a desired service level. The Recycled Water Discharge permit renewed in July 2010 requires that we have a Recycled Water Master Plan in place by July 2011. The City began distribution of Recycled Water in 2005 and this will be our first Master Plan. The Water Master Plan was last updated in 2000. This update will incorporate all development that has occurred since 2000 including updating the hydraulic model. Design criteria shall be evaluated to ensure it is current and still valid. Proposed system improvements and upgrades shall be evaluated and prioritized. The two Master Plans are being combined into a single contract to optimize our resources due to the similarities of the two systems. Recycled water is a wastewater product so the Recycled Water Master Plan will be funded from the Sewer Master Plan CIP. Additional required funding for the Water Master Plan is available in the A-3 Reservoir

Water and Recycled Water Master Plans
December 8, 2010
Page 2

CIP which will be a project evaluated and prioritized within the master plan update. Said evaluation will provide a direction for the needed A-3 zone improvements.

Respectfully submitted,

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

Lori Vereker
Director of Utilities

RESOLUTION NO. 2010-177

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS WITH PBS&J FOR THE PREPARATION OF WATER AND RECYCLED WATER MASTER PLANS

WHEREAS, the City desires to have the Water Master Plan updated and a Recycled Water Master Plan created; and

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

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

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$472,039.

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

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



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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

This Agreement is made this _____ day of _____, 2010.

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

And: PBS&J
9275 Sky Park Court, Suite 200
San Diego, California 92123-4386
Attn: Jennifer Duffy, P.E.
1-858-514-1014
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to prepare the Water and Recycled Water Master Plans; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$472,039. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

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

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

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

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

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

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Marsha Whalen
City Clerk

PBS&J

9275 Sky Park Court, Suite 200

San Diego, California 92123-4386

Date: _____

(Contractor signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

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

By: _____

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

PBS&J
SCOPE OF WORK
for the
CITY OF ESCONDIDO
RECYCLED AND WATER MASTER PLANS

The scope of service includes preparation of a new 2011 Recycled Water Master Plan for the City of Escondido (City) by June 2011 to satisfy the conditions of a Master Reclamation Permit (No. R9-2010-0032). In parallel, a separate 2011 Water Master Plan will be prepared as an update to the 2000 Water Master Plan. The City's new General Plan Update will also be in progress and will be incorporated to the greatest extent possible to address future infrastructure and water supply needs. The City also anticipates completing a separate Wastewater Master Plan Update under a separate contract. Coordination of land use and population projection will be necessary between all documents to ensure consistency.

Task 1) Project Management and Meetings

1. **Project Management.** Project management includes the preparation of status reports on project progress, budget and schedule, and invoicing; and general project coordination. An overall 12 month schedule is assumed.
2. **Progress Meetings.** Progress meetings will include the following:
 - a. Kickoff meeting to confirm project goals for water and recycled water master plans.
 - b. Monthly status meetings (12) to keep the team informed and gather information. This task includes the preparation of meeting agendas and minutes.
 - c. Coordination Meetings (3)
 - i. Land Use and Planning Department, specifically related to the General Plan Update and the Indian Settlement Agreement.
 - ii. Operations and Maintenance Workshops (2), one workshop to include Fire Department
 - d. Condition Assessment Workshop and Field Visits

Product:

- Monthly Project Status Reports and Invoices
- Meeting Agendas and Minutes

Task 2) Initial Data Review

1. **Initial Data Request.** Prepare initial list of data and documents needed from the City to prepare master plans. Coordinate with City with regard to specific data requirements and/or availability, such as electronic format, time periods, etc...
2. **Potable Water Data Review and Assessment.** Obtain and review the potable water data and documents provided, assess data quality, water system GIS, and identify any missing information. Prepare memorandum summarizing data quality, data gaps and plans to overcome the data gaps (i.e. assumptions to be made or additional efforts required to obtain data).
3. **Recycled Water Data Review and Assessment.** Obtain and review the recycled water data and documents provided, assess data quality and recycled system GIS, and identify any missing information. Prepare memorandum summarizing data quality, data gaps and plans to overcome the data gaps (i.e. assumptions to be made or additional efforts required to obtain data).
4. **Data Reconciliation.** Based on a meeting between PBS&J and the City on November 22, 2010, it has initially been determined that the water system GIS will require some rectification and reconciliation to ensure proper hydraulic connectivity of the water system and to complete population of missing GIS pipeline diameters and pump station data. If it is determined that there are additional data gaps or inconsistencies that need to be overcome prior to moving forward with the following tasks, a plan to resolve those gaps will be agreed upon by PBS&J and the City. PBS&J will provide a scope and fee associated with this plan, which may include the use of City staff's time. No additional work beyond the allocated allowance will occur until the City provides PBS&J with a notice to proceed on the additional scope and fee.

Product:

- Data Quality Summary for Potable Water
- Data Quality Summary for Recycled Water
- Additional Data Reconciliation Plan (if needed)

Task 3) Design Criteria Review

1. **Potable Water Design Criteria Review.** Review the City's current potable water design criteria and discuss opportunities for modifications that may result in operational improvements, reliability, and/or cost savings to the City. Update design criteria based on any new local or state regulations. Provide a comparison of the City's design criteria with other local water agencies.
2. **Recycled Water Criteria Review.** Review the City's current recycled water design criteria and discuss opportunities for modifications that may result in operational improvements, reliability, and/or cost savings to the City. Provide a comparison of the City's design criteria with other local water agencies.

Product:

- Existing and Recommended Design Criteria table for Potable Water
- Existing and Recommended Design Criteria table for Recycled Water

Task 4) Land Use and Population

Evaluate Historic and Projected Land Use and Population Data. PBS&J will obtain and review SANDAG historic and current population for the City's service area, and, for a 20 year planning horizon (2030), obtain/review SANDAG population and land use projections, and review General Plan and General Plan Update information for City of Escondido and County of San Diego.

Product:

- Report graphics associated with land use data
- Report tables and charts associated with land use and population data

Task 5) Hydraulic Model Development

1. **Hydraulic Model Software Selection.** Evaluate current use of City's H2OMap hydraulic model and City hardware being used to determine if any replacement or upgrades of the software program are warranted to continue to utilize the software, if the City desires. In addition, conduct one meeting to review water modeling software and to assist the City in its final selection based on developing an all pipes model with a reasonable priced software and ease of use.
2. **Potable Water Model Development.** PBS&J will build a new hydraulic model using the City's GIS data as the basis for an all pipes model. The steps required include the following:
 - a. QA/QC of City's Water System data in GIS
 - b. Construct model with GIS data imports
 - c. Reconcile connectivity issues between water pipes and nodes
 - d. Infer any missing pipeline data from the City's GIS
 - e. Input control/settings obtained from Operations staff and SCADA data
 - f. Link water meter/billing address demand locations
 - g. Prepare calibration plan and perform field testing at up to 15 locations throughout the City. It is assumed that City operations personnel will perform the flow tests and pressure measurements under PBS&J's direction. Collect up to 7-10 days of SCADA data on the City's water system.
 - h. Calibrate hydraulic model under steady state and extended period simulations
3. **Recycled Water Model Development.** PBS&J will build a new hydraulic model using the City's GIS data. The steps required include the following:
 - a. QA/QC of City's Recycled Water System data in GIS
 - b. Construct model with GIS data imports
 - c. Input control/settings obtained from Operations staff and SCADA data
 - d. Link water meter/billing address demand locations

- e. Calibrate hydraulic model under steady state conditions

Product:

- Recommended Modeling Software Platform
- Calibrated existing system potable water model
- Calibrated existing system recycled water model

Task 6) Projected Future Demands

1. Potable Water Demands

- a. Review and summarize the billing data for historic and existing potable water use and develop reasonable unit demands per land use category, based on recent conservation efforts and economic factors.
- b. Discuss methodology to develop project future demands with City staff. Develop demand data for incremental phasing years through buildout at the established planning horizon.
- c. Evaluate peaking factors and seasonal variations in potable water use.
- d. Evaluate the potential impact of expanded recycled water use within the City on future potable water demands.
- e. Evaluate the impact of water conservation and SB 7x7 on future potable water demands through coordination with City's concurrent Urban Water Management Plan efforts.

2. Recycled Water Demands

- a. Review and summarize the billing data for recycled water use within the City.
- b. Prepare a market assessment to determine areas of potential expansion within the City and phasing of future demands.
- c. Incorporate recycled water market assessments from Rincon del Diablo MWD.
- d. Evaluate peaking factors and seasonal variations in potable water use.

Product:

- Existing and Projected Potable Water Demand summary and unit demand table
- Existing and Projected Recycled Water Demand summary and potential market assessment

Task 7) Water Supply Update

1. Identify existing and potential water supply sources including local water, water purchased from SDCWA, and interagency connections. Evaluate the potential supply and reliability benefit of the proposed VID Flume Replacement. Develop a reliability matrix of water supply options to show the strength or weakness of each alternative under supply outage and shortage scenarios.

2. Update the 2000 Water Master Plan description as it pertains to new local water supply data since previous master plan and the recent Indian Settlement Agreement and future changes in supply.

Product:

- Water Supply Options matrix

Task 8) Existing System Analysis

1. Potable Water System Analysis

- a. PBS&J will use the existing calibrated model to evaluate the City's distribution system performance under ADD, MDD, and PKH demand conditions, as well as fire flow for the potable system. Diurnal curves developed as part of Tasks 3 and 5, will be used to review tank cycling under future scenarios. The analysis will also include a review of system operations to determine if a change would improve system performance. A zone by zone supply and storage analysis will be conducted based on the system design criteria. System deficiencies will be identified, categorized, and prioritized into a comprehensive and cost-effective capacity driven CIP.
 - b. Conduct a desk top-level condition assessment of the City water system based on available data in the City's GIS such as age and pipeline material, Cityworks software database, including pipeline breaks, repairs, etc. and water reservoir inspection reports. PBS&J will also perform visual reconnaissance and inspections of other key facilities, such as pump stations, for visual signs of damage and their overall condition. Both physical condition and functionality will be assessed. Physical condition relates to appearance, including evidence of leaks, wear, and corrosion, as well as operating characteristics such as noise, vibration, and temperature. Functionality relates to the ability of the piece of equipment to do its job. The useful life of major assets will be evaluated and recorded.
 - c. Prioritization of the assets will allow for proper forecasting and planning of necessary improvements of the City's infrastructure. PBS&J will incorporate industry best practices when determining life cycle and replacement costs to optimize decision making, risk analysis, and replacement predictability. This evaluation includes an analysis for criticality of the asset and impact to the system as a whole. Determining who is affected by the asset may drive its criticality. After initial prioritization and workshop an additional meeting will be held to confirm that weighting criteria for the criticality has been appropriately applied. The assets priority replacement or rehabilitation will be then further balanced against anticipated available funding and combining logical projects together to develop the final refined priority listing.
2. **Recycled Water System Analysis.** PBS&J will use the existing calibrated model to evaluate the City's distribution system performance under ADD and MDD demand conditions. Diurnal curves developed as part of Tasks 3 and 5, will be used to review tank cycling under future scenarios. Seasonal flow variations will be considered. The analysis will also include a review of system operations to determine if a change would improve system performance. System deficiencies will be identified, categorized, and prioritized into a comprehensive and cost-effective CIP.

Product:

- List of capital improvement projects for existing potable water system operations
- List of capital improvement projects for existing recycled water system operations

Task 9) Future System Analysis

1. **Future Potable Water System Analysis.** PBS&J will use the calibrated model to project future conditions within the City. Phasing increments will be determined based on discussions with City staff, including incorporation of General Plan Updates, such as the Downtown re-development. The future scenarios will look at peak demand conditions and seasonal fluctuations. A zone by zone supply and storage analysis will be conducted based on the future system demands. Improvements necessary to support future development within the City will be identified, categorized, and prioritized into a comprehensive and cost-effective CIP.
2. **Future Recycled Water System Analysis.** PBS&J will use the calibrated model to project future conditions within the City. Phasing increments will be determined based on discussions with City staff. The future scenarios will look at peak demand conditions and seasonal fluctuations. Improvements necessary to support future development within the City will be identified, categorized, and prioritized into a comprehensive and cost-effective CIP.

Product:

- Potable water hydraulic model with future scenarios
- Recycled water hydraulic model with future scenarios

Task 10) Reports and Training

1. **Potable Water Master Plan Report.** PBS&J will develop a report outline that will address all the key items for the City, and fine-tune it based on discussions with the City. The Potable Water Master Plan Update will be based on the 2000 Master Plan and will include 30%, 60%, and 90% Draft Reports, a Final Draft, and a presentation to City Council.
2. **Recycled Water Master Plan Report.** PBS&J will develop a report outline that will address all the key items for the City, and fine-tune it based on discussions with the City. The Recycled Water Master Plan will include 50% and 90% Draft Reports, a Final Draft, and a presentation to City Council.
3. **Model Training.** PBS&J will provide 8 hours of hydraulic model training services that would provide City staff sufficient knowledge to confidently run simple analyses, such as fire flows, within the hydraulic model.

Product:

- Report Outline
- Potable Water Master Plan: 30%, 60%, and 90% Draft Reports, a Final Draft, and a presentation to City Council
- Recycled Water Master Plan: 50% and 90% Draft Reports, a Final Draft, and a presentation to City Council

Task 11) As-Needed Support Services

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

CLIENT FURNISHED SERVICES

1. Provide existing reports, record drawing, and other related materials to the Consultant that is within the City's possession and further detailed below. All such materials provided will be in non-digital and digital formats (if available).
 - a. Provide current Land Use Data Base coverage in ARC GIS for the City Water service area and potentially any sphere of influence areas.
 - b. Provide in an Access or Excel data base historical domestic Water Meter Consumption data by parcel account for the past four years. This data shall also include user classification such as commercial, residential, and irrigation.
 - c. Provide in an Access or Excel data base historical Recycled Water Meter Consumption data by parcel or street address account for the past four years.
 - d. Provide GIS Parcel coverage for the entire City water service area, as of January 1, 2011. The City will coordinate the latest parcel information and fill in any missing information. Based on conversations with City GIS and accounting staff, the link between meters and APNs should be nearly complete. The City will provide, as part of the Parcel coverage, a link between the parcels and the meters. A 90-95 percent accuracy rate is targeted. Where there is missing or unresolved parcel information, standard industry water factors will be used to assign water demands. If necessary, additional work to clean up the parcel and meter information will be done by the City staff.
 - e. Provide by January 1, 2011, accurate water system GIS data base for the entire domestic and recycled water system, including pipelines, pump stations (with individual pumps), reservoirs, and pressure reducing stations. Based on our review of the City GIS it is anticipated that some refinement is required to the connectivity of the water system. No additions to the GIS will be incorporated after January 1, 2011.
 - f. Provide the following water and recycled facility data:
 - i. Pump station data (pump curves, level controls, and pressure set points)
 - ii. Reservoir data (low and high water levels, volume, and geometry)
 - iii. Pressure reducing station (PRS) data elevation, downstream pressure setting)
 - iv. SDCWA Control Facilities (Typical flow orders and supply requirements)

- g. Provide all prior constructed H2OMap Models prepared by the City as part of the 2000 Water Master Plan, including any supporting database files. It is anticipated that this will be a valuable source of pump station, reservoir, and PRS data.
 - h. Provide any available recycled water market assessment database developed by City or consultants for use in the recycled water master planning effort.
 - i. Provide SCADA data for approximately 7-10 days to calibrate the hydraulic models. This will include downloading pump station and reservoir operational data and WTP flow data.
 - j. Provide current Capital Improvement Project lists and project cost estimates.
2. Provide operation's personnel assistance during the flow testing and the field calibration tests.
 3. Coordinate with the Consultants Project Manager during all phases of the work.

LABOR ESTIMATE

Project Name: **Escondido Recycled Water Master Plan and
Water Master Plan Update**

Client/Owner: **City of Escondido - Craig Whittemore**

Project Manager: **Jennifer Duffy**

Prepared By: **Jennifer Bileck**

Proj/Prop No.: **p100017630**

Date: **November 23, 2010**



FEE SUMMARY

ITEM	TOTAL
Labor	\$422,783
Outside Services	\$40,000
Direct Costs	\$9,256
(Direct Costs assumed at 2%)	
TOTAL	\$472,039

BILLING RATES

ENGINEERING SERVICES	ENVIRONMENTAL SCIENCE
Engineering Aide - EA \$70	Research Assistant - RA \$60
Engineer I - EI \$105	Assistant Scientist - AS \$85
Engineer II - EII \$115	Scientist I - SI \$100
Engineer III - EIII \$120	Scientist II - SII \$120
Senior Engineer I - SEI \$130	Scientist III - SIII \$130
Senior Engineer II - SEII \$140	Senior Scientist I - SSI \$140
Senior Engineer III - SEIII \$145	Senior Scientist II - SSII \$165
Supervising Engineer I - SPEI \$155	Senior Scientist III - SSIII \$185
Supervising Engineer II - SPEII \$170	Senior Scientist IV - SSIV \$220
Principal Engineer I - PEI \$180	
Principal Engineer II - PEII \$196	CONSTRUCTION RELATED SERVICES
Principal Engineer III - PEIII \$209	Contract Administrator - CA \$85
Principal Engineer IV - PEIV \$219	Sr. Contract Administrator - CAS \$110
	Construction Mgmt Rep. I* - CMI \$90
ADMINISTRATIVE SERVICES	Construction Mgmt Rep. II* - CMII \$100
Admin Assistant I/Clerk - AI \$60	Senior Field Representative* - SFR \$115
Admin Assistant II (N6) - AII \$65	Prevailing Wage Field Rep. - PWFR \$125
Admin Assistant III (N7) - AIII \$75	Senior Project Engineer - SPEC \$135
Sr. Admin Assistant I (N8) - SAI \$80	Construction Manager - CM \$130
Sr. Admin Assistant II (N9) - SAII \$85	Senior Construction Manager - SCM \$143
Sr. Admin Assistant III - SAIII \$100	(* non-prevailing wage)
Senior Administrator - SA \$110	
	DESIGN & GRAPHIC SERVICES
OTHER PROFESSIONAL SERVICES	CADD Technician I (N7) - CTI \$70
Professional I/GIS Analyst - PI \$88	CADD Technician II (N8) - CTII \$85
Professional II/GIS Analyst II - PII \$101	CADD Technician III (N9) - CTIII \$95
Sr. Prof. I/Sr. GIS Analyst I - SPI \$122	Graphics Designer I (N10) - GDI \$95
Sr. Prof. II/Sr. GIS Analyst II - SPII \$135	Graphics Designer II (N11) - GDII \$100
Sr. Prof. III/Sr. GIS Analyst III - SPIII \$150	Designer I - DI \$100
Supervising Professional - SP \$170	Designer II - DII \$110
Principal Professional - PP \$196	Senior Designer I - SDI \$120
	Senior Designer II - SDII \$135
PUBLIC AFFAIRS SERVICES	Senior Designer III - SDIII \$140
Project Manager - PM \$170	
Comm Relations Specialist - CRS \$140	
Assistant Project Manager - APM \$125	
Account Coordinator - AC \$80	

PR	Task Description	FRY/FP	PR JD	PR ME	SR BALA	PR CK	SRV KH	SPER DS	SAB DS	GRS KC	SPT TH	HOURS	FEE
01	Project Management & Meetings												
1.1	Meetings	2	4	4	8	4			2			24	\$3,954
	Kick-off Meeting												
	Coordination Meetings (3)						4						
	Land Use & Planning		4	6	16				1			15	\$2,480
	Operations & Maintenance (22)								2			24	\$3,360
	Condition Assessment Workshops & Field Visits								3			31	\$4,886
	Status Meetings (12)	2	24	12	24	2			12			76	\$11,656
	Subtotal											170	\$26,336
1.2	Project Management (12 mos)												
	General Project Management		40									40	\$7,200
	Status reports, Budget, Cost		24									24	\$4,320
	PCP		2						2			4	\$560
	Subtotal											68	\$12,080
02	Initial Review												
2.1	Potable Water												
	Data Gathering & Review		4	4	16							24	\$3,520
	GIS Model Review & Evaluation										12	28	\$3,544
	Water Meter linkage Evaluation										8	24	\$3,056
	Data Quality Summary		4		16				4		8	32	\$4,176
	Project Goals		2	4							6	6	\$1,080
	Subtotal											114	\$15,276
2.2	Recycled Water												
	Data Gathering & Review		4	2	8	4					4	22	\$3,444
	Meter linkage Evaluation										4	16	\$2,048
	Permit Review		4						4	8	2	18	\$2,164
	Subtotal											66	\$7,656
2.3	Data Reconciliation												
				20	100						80	260	\$26,360
TOTAL - THIS PAGE		4	116	52	254	22	4		30	8	118	608	\$67,810
TOTAL - ALL PAGES		28	351	203	1086	105	8	56	68	168	212	2,971	\$462,783

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PI	Task	Task Sub	FWP	RP	FD	ME	BLA	CK	MI	DB	DS	KC	TH	HOURS	FEE
03		Design Criteria													
	3.1	Potable Water Criteria													
		Review previous MP Criteria	1		2	4	1							8	\$1,269
		Agency Comparison	1		2	4	2							9	\$1,478
		Operations workshop Conclusions	1		4	8								13	\$1,940
		Subtotal												20	\$4,687
	3.2	Recycled Water Criteria													
		Review previous Criteria				2			2					4	\$600
		Agency Comparison			1	2								3	\$440
		Operations workshop Conclusions	2		2	4								8	\$1,240
		Subtotal												15	\$2,280
04	4.1	Land Use and Population													
		SANDAG historic & current population	1			8								9	\$1,220
		SANDAG projections through 2040	4			16								20	\$2,800
		Coordination w/ General Plans													
		Escondido General Plan	4		2	12			4					22	\$3,520
		County General Plan	4		2	8								14	\$2,120
		Review of Water & Sewer service area boundaries			1	4						2		7	\$900
		Subtotal												72	\$10,560
05	5.1	Model Development													
		Potable Water													
		Model Selection			4	12								16	\$2,280
		GIS Updates				40							60	100	\$12,520
		Construct new hydraulic model			4	80								84	\$11,120
		Input controls/settings			2	20								22	\$2,960
		Link water meters			2	60								62	\$8,160
		Calibration Plan & field testing (15 tests)	2		12	40						8		62	\$8,520
		Calibrate hydraulic model			8	80								88	\$11,940
		Subtotal												434	\$67,400

Final Fee Estimate 11/22/2010

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PI	Task/Tasksub	PRV FP	PRV JD	PRV ME	PRV JBLA	PRV CK	SRV 101	SRV DB	SAM DS	COM MC	SPI TH	HOURS	FTZ
65	Model Development (cont'd)												
5.2	Recycled Water												
	GIS Updates				8						24	32	\$3,988
	Construct new hydraulic model				24							24	\$3,120
	Input controls/settings			2	8							10	\$1,400
	Link water meters			2	20							22	\$2,960
	Calibrate hydraulic model		4	4	24							32	\$4,560
	Subtotal											120	\$16,008
66	Demands												
6.1	Potable Water Demands												
	Summarize existing demands		1	2	16							19	\$2,620
	Determine Buildout demands		2	4	24						8	38	\$5,176
	Phase future demands			1	8						2	11	\$1,464
	Summarize historic demands			1	16							17	\$2,260
	Evaluate peaking factors & seasonal variations		2	4	16							22	\$3,160
	Recycled Water impacts		2	2	8							12	\$1,760
	SB 7 impacts		4	2	12							18	\$2,640
	UWMP Coordination		4	4	4							8	\$1,240
	Prepare demand summary		4	2	12							18	\$2,640
	Subtotal											163	\$22,960
6.2	Recycled Water Demands												
	Summarize existing demands		2	2	2			4				8	\$1,300
	Market Assessment		12	2	16		8					38	\$5,960
	Determine Buildout demands		4	4	12		16					32	\$5,000
	Phase future demands		4	4	16							20	\$2,800
	Summarize historic demands		1	1	8							9	\$1,220
	Evaluate peaking factors & seasonal variations		1	1	4							5	\$700
	Prepare demand summary		2	2	12							16	\$2,280
	Subtotal											128	\$19,280
TOTAL - THIS PAGE													\$58,228
TOTAL - ALL PAGES													\$462,763

PI	Task	Task/Obj	FRW FP	FR JD	FR ME	FR JBLA	FRW CK	SRV KH	SPER DB	SAB DS	GRN KC	SPI TH	HOURS	FEE
07		Water Supply												
7.1		Potable Water Supply												
		Eval. current raw water supplies	2	4	2	12							20	\$3,078
		Eval. current SDCWA supplies		4	8	16							28	\$4,240
		Coordination with VID & Rincon		8		12							20	\$3,000
		Identify future supply sources	2	4	2	16							24	\$3,588
		Recycled Water expansion impacts		4	1	12							17	\$2,460
		Supply Reliability												
		Subtotal		12	16	12							40	\$6,600
													149	\$22,976
08		Existing System Analysis												
8.1		Potable Water System Analysis												
		System deficiencies analysis (includes ADD, MDO, PKH, FF)		2	4	40							46	\$6,280
		Operational Efficiencies Eval. Seasonal Evaluations	2		4	24							30	\$4,278
		Storage & Pumping Evaluations			8	16							24	\$3,520
		Condition Assessment		2	4	20							26	\$3,880
		Subtotal				60	40						100	\$16,160
													226	\$33,918
8.2		Recycled Water System Analysis												
		System deficiencies analysis (includes ADD, MDO, PKH)		4	2	24			2				32	\$4,540
		Operational Efficiencies Eval. Seasonal Evaluations		2	2	8							12	\$1,760
		Subtotal		2	2	8			2				12	\$1,740
													56	\$8,040
TOTAL - THIS PAGE			8	46	53	260	40		4				431	\$64,904
TOTAL - ALL PAGES			26	361	263	1096	105		56	68	166	212	2,971	\$482,783

PI	Task	Task/ Subtask	PM	JD	ME	SE	JBLA	CK	SMV	DB	DS	NC	SP	HOURS	FEE
60	9.1	Future/Phased System Analysis Potable Water System Analysis													
		Model phasing scenarios	2	2	2	24								28	\$3,840
		Analyze future system needs	4	12	4	40	4							60	\$8,916
		Storage & Pumping Evaluations	2	4	4	16								22	\$3,160
		Develop phasing plan		4	4	16	4							24	\$3,636
		Determine CIP Projects	2	2	16	40	8							68	\$10,550
		Subtotal												202	\$30,102
60	9.2	Recycled Water System Analysis													
		Model phasing scenarios				8								8	\$1,040
		Analyze future system needs	4	2	2	24								30	\$4,200
		Develop phasing plan	2			16		2						20	\$2,780
		Determine CIP Projects	2	2		24		8						34	\$4,840
		Subtotal												92	\$12,860
10	10.1	Report Preparation Potable Water Master Plan Update													
		Report Outline	2			4								6	\$880
		30% Draft	4	12	8	40				8	24			66	\$12,876
		60% Draft	4	12	8	60	16			8	32			140	\$19,620
		90% Draft		12	8	40	8			8	32			108	\$14,472
		Final Report	8	8	4	24				4	12			52	\$6,880
		Presentations/Workshop	4	8	8							8		28	\$4,556
		Subtotal												438	\$68,284
TOTAL - THIS PAGE			14	72	78	378	40			10		108		724	\$102,246
TOTAL - ALL PAGES			28	361	283	1688	105		8	56		168	212	2,971	\$462,763

Page 6 of 6

PBS&J

PI	Task/TaskSub	PRV FP	PRV JD	PRV ME	SRV JBA/L	PRV CK	SRV K01	SRV DB	SRV DS	SRV KC	SRV TH	HOURS	FEE
10	Report Preparation (cont'd)												
10.2	Recycled Water Master Plan												
	Report Outline		2									2	\$360
	50% Draft		16	4	32			2	4	24		82	\$10,900
	90% Draft		16	4	40			4	4	8		76	\$10,680
	Final Draft		8	2	20			2	2	8		44	\$6,178
	Presentation/Workshop	2	4	4								8	\$1,440
	Subtotal											212	\$29,558
10.3	Hydraulic Model Training			10	20			4				34	\$5,000
11	As Needed Support Services												\$40,000
TOTAL - THIS PAGE		2	48	24	112			12	10	40		246	\$74,638
TOTAL - ALL PAGES		28	351	293	1808	105	8	56	68	166	212	2,971	\$462,793

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8
Date: December 8, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Mark Becker, Director of Information Systems
SUBJECT: Approval of Microsoft Licensing Enterprise Agreement

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2010-168, authorizing the Director of Information Systems to enter into a three-year agreement with Dell Inc to provide Microsoft Software Assurance via a Microsoft Licensing Enterprise Agreement.

FISCAL ANALYSIS:

Funding for the first year's payment of \$201,773.77 is available in Information System's general fund accounts. The funding for the remaining two payments of \$201,773.77 will be included in Information System's general fund budget for software.

PREVIOUS ACTION:

- January 9, 2008, Council approved a three-year agreement with Dell Inc.
- December 15, 2004, Council approved a three-year agreement with Softchoice Corp.
- November 14, 2001, Council approved a three-year agreement with ASAP Software Express.

BACKGROUND:

The City uses Microsoft operating systems, desktop applications, and server software as part of the City network. To support this software we maintain Microsoft Software Assurance (SA). This software assurance provides software support and upgrades to the latest Microsoft application levels.

Microsoft provides the software assurance via their Microsoft Licensing Enterprise Agreement (EA). The pricing levels are set by Microsoft based on the number of desktops used by an organization. The City currently maintains software assurance on software and operating systems for 1,103 desktops. This puts the City within Microsoft's Volume Level A pricing for organizations with 250 to 2,399 Desktops.

The County of Riverside put out a Request for Proposal for the acquisition of Microsoft software enterprise licensing and maintenance. The RFP resulted in Riverside County Enterprise Agreement number 01E62044. This agreement provides local agencies the ability to participate in cooperative purchasing for Microsoft Licensing. By participating in the agreement, the City moves from Level A pricing to Level D pricing, providing the City with additional savings. Based on Level D pricing, the City received the following three competitive quotes from qualified Microsoft resellers:

Dell Inc	\$201,773.77
SHI Inc.	\$201,907.44
Compucom Inc.	\$205,788.01

Dell Inc's quote was selected as the lowest quote. The City's Microsoft Licensing cost, based on cooperative purchasing and multiple quotes, is \$201,773.77 per year for three years. The agreement with Dell Inc will begin January 1, 2011.

The City's new agreement has been modified to include Microsoft Exchange/Outlook E-Mail Licensing and services. This modification will allow the City to migrate from the Novell GroupWise E-Mail system to Microsoft Outlook. Microsoft Outlook offers a current, state of the art product that is compatible with newer technologies. The increase in Microsoft licensing costs for Exchange/Outlook E-Mail will be offset by the reduction in Novell Client, GroupWise E-Mail and GWAVA Anti-Spam licensing costs.

Respectfully submitted,



Mark Becker
Director of Information Systems

RESOLUTION NO. 2010-168

8.

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE DIRECTOR OF
INFORMATION SYSTEMS TO EXECUTE, ON
BEHALF OF THE CITY, AN AGREEMENT WITH
DELL INC TO PROVIDE MICROSOFT
SOFTWARE ASSURANCE

WHEREAS, the City of Escondido has received a proposal for Dell Inc to provide Microsoft Software Assurance via a Microsoft Licensing Enterprise Agreement "Agreement"); and

WHEREAS, Dell Inc is authorized to sell this Microsoft Software Assurance based on cooperative pricing under the County of Riverside Enterprise Agreement; and

WHEREAS, the Director of Information Systems recommends approval of this Agreement; and

WHEREAS, the City Council determines it is in the best public interest to approve the Agreement with Dell Inc for Microsoft Software Assurance;

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

1. The above recitations are true.
2. The City Council accepts the recommendation of the Director of Information Systems.
3. That the Director of Information Systems is authorized to execute, on behalf of the City, an Agreement with Dell Inc to provide Microsoft Software Assurance via a Microsoft Licensing Enterprise Agreement. A copy of the Agreement is attached and Exhibit "A" and is incorporated by this reference.

Microsoft | Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	8358132

Proposal ID	001-E3-2010-0123891
Earliest expiring previous Enrollment end date ¹	12/31/2010

¹ If consolidating from multiple previous Enrollments with Software Assurance, complete the multiple previous Enrollment form and attach it to this Enrollment. Enterprise Products can only be renewed from a Qualifying Enrollment. Additional Products can be renewed from any previous Enrollment with Software Assurance.

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as of the effective date identified in the signature form. Customer represents and warrants that it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified above.

This Enrollment consists of (1) this document, (2) the terms of the Enterprise Agreement identified on the signature form, and (3) any supplemental contact information form or multiple previous enrollment form that may be required. If Customer's Enterprise Agreement is a version 6.4 or earlier, the Desktop Terms and Conditions are incorporated by reference.

All terms used but not defined are located at <http://microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

Effective date. If Customer is renewing Software Assurance from one or more previous Qualifying Enrollments, then the effective date will be the day after the first Enrollment expires. Otherwise the effective date will be the date this Enrollment is accepted by Microsoft.

If renewing Software Assurance, the Reseller will need to insert the previous Enrollment number and end date in the respective boxes above.

Term. This Enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. Microsoft will advise Customer of the renewal options before it expires.

Product order. The Reseller will provide Customer with Customer's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Customer and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Qualifying systems Licenses. All desktop operating system Licenses provided under this program are upgrade Licenses. *No full operating system Licenses are available under this program.* If Customer selects the Desktop Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all Qualified Desktops on which the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://microsoft.com/licensing/contracts>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent true-ups and system refreshes during the term of this Enrollment.

For example, Windows XP Home Edition or successor Products are not qualifying operating systems.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Customer consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <http://licensing.microsoft.com>.

- a. **Primary contact information:** The Customer of this Enrollment must identify an individual from inside its organization to serve as the primary contact. This contact is the default administrator for this Enrollment and receives all notices unless Microsoft is provided written notice of a change. The administrator may appoint other administrators and grant others access to online information.

Name of entity (must be legal entity name)* City of Escondido
Contact name* First Last
Contact email address*
Street address*
City* State * Postal code*
Country*
Phone* Fax
Tax ID (if applicable)

- b. **Notices and online administrator:** This individual receives online administrator permissions and thus may grant online access to others. This contact also receives all notices.

Same as primary contact

Name of entity (must be legal entity name)*
Contact name* First Last
Contact email address*
Street address*
City* State * Postal code*
Country*
Phone* Fax

This contact is a third party (not the Customer). Warning: This contact receives personally identifiable information of the Customer.

- c. **Language preference:** Select the language for notices. English
- d. **Microsoft account manager:** Provide the Microsoft account manager contact for this Customer.

Microsoft account manager name: Joy Dakin-Schwalm
Microsoft account manager email address: joyd@microsoft.com

- e. If Customer requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact remains the default.

- Additional notices contact
- Software Assurance manager
- Subscription manager
- Online Services manager
- Customer Support Manager (CSM) contact

- f. Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

g. Reseller information

Reseller company name* Dell Marketing L.P.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock **State *** TX **Postal code*** 78682
Country* USA
Contact name * Fritzi Mulkey
Phone* 512-723-4848
Fax 512-283-4848
Contact email address* fritzi_mulkey@dell.com

The undersigned confirms that the information is correct.

<p>Name of Reseller* Dell Marketing L.P.</p> <p>Signature* _____</p> <p>Printed name* Fritzi Mulkey Printed title* Licensing Specialist Date*</p>
--

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with one another, Customer must choose a replacement. If Customer intends to change the Reseller, it must notify Microsoft and the former Reseller, in writing on a form provided at least 90 days prior to the date on which the change is to take effect. The change will take effect 90 days from the date of Customer's signature.

2. Defining your Enterprise.

Use this section to identify which Affiliates are included in the Enterprise. Customer's Enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. (Check only one box in this section.)

- Only you (and no other affiliates) will be participating
- Customer and all Affiliates are included (*excluding* new Affiliates with which you consolidate in the future)
- The following Affiliates are excluded

3. Establishing Customer price level.

The price level indicated in this section will be the price level for the initial Enrollment term for all Enterprise Products ordered and for any Additional Products in the same pool(s). The price level for any other Additional Products will be level "D".

Qualified Desktops: Customer represents that the total number of Qualified Desktops in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 desktops).	1103
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Qualified Users: Customer represents that the total number of Qualified Users in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 users).	1050
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Number of desktops/ users	Price level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price level (for pools in which Customer orders an Enterprise Product):	Qualified Desktop	Qualified User
	D	D

Price level (for pools in which Customer does not order an Enterprise Product):	Price level "D"
--	------------------------

4. Enterprise Product orders.

Customer must select a desktop platform or any individual Enterprise Product before it can order Additional Products. The CAL selection must be the same across the Enterprise. The components of the current versions of any Enterprise Product are identified in the Product List.

Enterprise Product Selection

Please choose the Enrolled Affiliate's desktop option (Select 1):

Enterprise Desktop with MDOP Enterprise Desktop
 Professional Desktop with MDOP Professional Desktop
 Custom Desktop or Individual Enterprise Product Component(s):

Select at least 1 component. (For full platform, Windows Desktop, Office, and Client Access License components must all be selected.)

Windows Desktop (Includes Windows Desktop Operating System Upgrade and VECD): Windows Desktop
 Office: Office Professional Plus
 Client Access License: Core CAL

For any Client Access Licenses, please indicate whether licensing by Desktop or User: User

Other Enterprise Products (optional):

Add VECD for Software Assurance as an Enterprise Product (must have selected option with "Windows Desktop OS Upgrade")

Unless stated/indicated otherwise, Microsoft will invoice Customer's Reseller in 3 equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and thereafter on the anniversary of the Enrollment. All subsequent new Additional Products and true-ups are billed in full.

Enterprise Signature Form

State and Local

Master Agreement number or Enrollment number* 01E69633

SGN-	001-E3-2010-0123891
<i>Microsoft to complete if applicable</i>	

***Note:** Enter the applicable active numbers associated with the below documents. Microsoft requires the associated active number be indicated here, or listed below as new.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Document Number or Code
Enterprise Enrollment	X20-00096
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents,, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
Name of Entity * City of Escondido	Microsoft Licensing, GP
Signature *	Signature
Printed Name *	Printed Name
Printed Title *	Printed Title
Signature Date *	Signature Date <small>(date Microsoft Affiliate countersigns)</small>
Tax ID	Effective Date <small>(may be different than Microsoft's signature date)</small>

** indicates required field*

Optional 2nd Customer signature or Outsourcer Signature (if applicable)

Customer	Outsourcer
Name of Entity *	Name of Entity *
Signature *	Signature *
Printed Name *	Printed Name *
Printed Title *	Printed Title *
Signature Date *	Signature Date *

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP

Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer
Email of Preparer

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9
Date: December 8, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Edward N. Domingue, Director of Engineering Services
SUBJECT: Disadvantaged Business Enterprise (DBE) Program and 2010/2011 Annual Anticipated DBE Participation Level (AADPL)

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2010-175 establishing the 2010/2011 DBE Program and an AADPL of 2.53%, with a race conscious goal of 1.17% and a race neutral goal of 1.36% for the period of October 1, 2010 through September 30, 2011.

FISCAL ANALYSIS:

This program is federally mandated and adoption of the AADPL is a requirement for receipt of any federal funding.

PREVIOUS ACTION:

Since 1995 the City has been required to approve DBE goals in each year that federal funding has been requested.

BACKGROUND:

All federally funded projects require that local agencies establish an annual plan with a goal to have a certain percentage of work completed by DBE businesses. Last year Caltrans received approval from Federal Highway Administration (FHWA) to implement a partially Race Neutral and partially Race Conscious Program. The Race Conscious portion of the program will cover four groups: African-American, Asian-Pacific American, Women, and Native American businesses. These four groups were considered to be Underutilized Disadvantaged Business Enterprises (UDBE's) based upon a disparity study that was conducted.

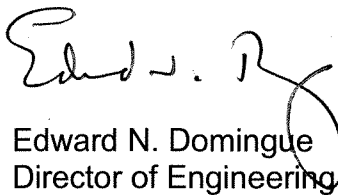
The methodology to determine the Annual Anticipated DBE Participation Level (AADPL) is a two step process. Step one of the process determines a base figure for the relative availability of DBE firms in the region who are ready, willing, and able to participate in Federally funded projects. Step two determines if the local agency should adjust the base figure according to the recent history of their

federally funded projects. Since the DBE goal established last year was 2.4% and similar to this year's projected goal, no historical adjustments were made to the base figure.

A comparison of available DBE firms in San Diego County, as determined from the Caltrans website, versus the total number of firms in San Diego County, as determined by the Census Bureau's County Business Patterns-California was used. Both the DBE firms and non-DBE firms were ready, willing, and able to do work in San Diego County. The base figure determined from this calculation is 2.53%.

Under the new guidelines, the AADPL is split into two parts, Race Conscious and Race Neutral. The Race Conscious Goal is calculated by determining the number of UDBE's in San Diego that are ready, willing, and able to participate in Federally-funded projects. The Race Conscious Goal calculated is 1.17%. The Race Conscious Goal is then subtracted from the AADPL in order to establish the race Neutral Goal of 1.36%.

Respectfully submitted,



Edward N. Domingue
Director of Engineering Services

RESOLUTION NO. 2010-175

9.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND ESTABLISHING A 2010/2011 ANNUAL PARTICIPATION GOAL OF 2.53% WITH A RACE CONSCIOUS GOAL OF 1.17% AND A RACE NEUTRAL GOAL OF 1.36%

WHEREAS, the Federal Department of Transportation, under the Code of Federal Regulations, Title 49; Part 23, requires each local government entity receiving Federal Transportation funds to establish Disadvantaged Business Enterprise ("DBE") Program with an Annual Anticipated DBE Participation Level ("AADPL"); and

WHEREAS, the City is now required to implement a partially Race-Conscious and partially Race-Neutral program; and

WHEREAS, the City proposes an overall annual goal of 2.53%, with a Race-Conscious Goal of 1.17% and a Race-Neutral Goal of 1.36% for Federal Fiscal Year 2010/2011; and

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

1. That the above recitations are true.
2. That the City Council does hereby approve the Disadvantaged Business Enterprise Program for the City of Escondido and adopts the 2010/2011 AADPL with an overall annual goal of 2.53%, with a Race-Conscious Goal of 1.17% and a Race-Neutral Goal of 1.36% for Federal Fiscal Year 2010/2011.



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10

Date: **December 8, 2010**

TO: Honorable Mayor and Members of the City Council

FROM: Michael Lowry, Fire Chief

SUBJECT: Multi-Jurisdictional Hazard Mitigation Plan

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2010-158 approving the revisions to the Multi-Jurisdictional Hazard Mitigation Plan.

FISCAL ANALYSIS:

The Plan contains mitigation action items that entail unknown future costs. The sources for funding any actual mitigation measures are unknown at this time. While various State and Federal grant funds may be available, the City could ultimately bear the responsibility for some future costs associated with some mitigation measures.

PREVIOUS ACTION:

On April 21, 2004, the City Council passed, adopted, and approved the original Multi-Jurisdictional Hazard Mitigation Plan by Resolution No. 2004-102.

BACKGROUND:

The President signed the Disaster Mitigation Act (DMA) of 2000 into federal law in October 2000. Among other things, this law requires that state and local jurisdictions develop and maintain plans to reduce hazards and ultimately to protect communities from the effects of disasters. The law seeks to establish a balance between disaster response and disaster mitigation. It encourages the investment of time, effort, and funds to identify and perform measures designed to limit the negative effects of disasters on communities.

On December 17, 2003, Escondido Fire Chief Victor Reed introduced the original Plan at a City Council Workshop. The City Council approved the Escondido sections of the Plan and on April 21, 2004, passed, adopted, and approved the Plan by Resolution No. 2004-102.

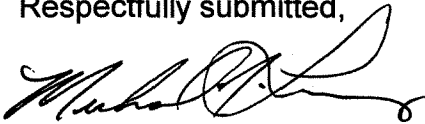
Between December 2009 and February 2010, all affected city departments conducted a comprehensive review of the Plan and related mitigation action items. This revised and updated Plan

has been reviewed and approved by the County of San Diego Unified Disaster Council, the State of California Office of Emergency Management, and is awaiting tentative approval by the Federal Emergency Management Agency.

The outline of the Revised Plan is found at Attachment "1" to this staff report. The full Revised Plan (over 600 pages) is available in the Council Reading File. The cover page of the full Revised Plan is found at Attachment "2" to this staff report. Some specific action items in the Revised Plan refer to processes and/or documents that relate to newly developed Homeland Security initiatives. While an integral part of the Revised Plan, these elements are exempt from disclosure under the California Public Records Act, and have not been described in Attachment "1" or included in the full Revised Plan.

The concept of hazard mitigation planning is ongoing in nature. As such, the Plan is expected to be reviewed and updated as necessary every five years.

Respectfully submitted,

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

Michael Lowry, Fire Chief

Attachments

ATTACHMENT "1"

MULTI-JURISDICTIONAL HAZARD MITIGATION PLANNING GOALS 2010

Goal 1. Promote disaster-resistant future development.

Objective 1.A Implement zoning ordinances that limit development in hazard areas.

Action 1.A.1 Continue to apply slope variable density requirements and restrict development on slopes in excess of 35% and in floodways.

Action 1.A.2 Continue to limit the number of units in areas beyond adopted emergency response times.

Objective 1.B Encourage and facilitate the adoption of building codes that protect renovated existing assets and new development in hazard areas.

Action 1.B.1 Continue to require that building pad elevations be increased for new construction and substantial modifications in Dam Failure inundation areas (e.g., East Valley Parkway at Rose).

Action 1.B.2 Continue to require the application of present day building codes that address earthquake design requirements (e.g., Chapter 16 CBC, Seismic Zone, proximity to and the type of fault).

Action 1.B.3 Continue to obtain U.S. Army Corps of Engineers approval of construction in flood sensitive areas (e.g., Brookside Development).

Action 1.B.4 Continue to update the Grading Ordinance as necessary to comply with new technologies, regulations, and practices.

Action 1.B.5 Continue to utilize current Standard Specifications for Public Works Construction and the Regional Amendments that encourage materials and practices that resist failure.

Objective 1.C Encourage consistent enforcement of general plans, zoning ordinances, and building codes.

Action 1.C.1 Continue aggressive enforcement to insure all projects are properly permitted and inspected to document compliance with all city standards.

Objective 1.D Discourage future development that exacerbates hazardous conditions.

Action 1.D.1 Continue to require minimum brush clearance requirements around new construction.

Goal 2. Increase public understanding, support, and demand for effective hazard mitigation.

Objective 2.A Educate the public to increase awareness of hazards and opportunities for mitigation actions.

Action 2.A.1 Continue to assist local mobile home parks with their community preparedness plans, including regular presentations at meetings of park residents.

Action 2.A.2 Continue to offer hazard awareness and mitigation displays at bi-annual Community Street Fairs, fire station open houses, in library display cases, at health fairs, and other venues.

Action 2.A.3 Continue to utilize the Community Emergency Response Team (C.E.R.T.) as a venue for teaching fire and life safety awareness and preparedness measures.

Action 2.A.4 Continue to use the Fire Department website as a resource for public use to include mitigation methods for a variety of hazards.

Objective 2.B Promote partnerships between the state, county, and local governments to identify, prioritize, and implement mitigation actions.

Action 2.B.1 Continue to assist in the development, support, and promotion of a statewide juvenile fire setter coalition that will work with the State Fire

Marshal's Office to reduce the incidence of juvenile-set fires in partnership with the Burn Institute.

Action 2.B.2 Continue to use and expand the number of links on Fire Department website to state, county, and federal website hazard mitigation resources.

Action 2.B.3 Continue to maintain communications with County OES in order to address potential hazard situations from a public education perspective.

Action 2.B.4 Continue to maintain partnership with County OES in mitigation actions related to C.E.R.T., Disaster Service Workers Programs, and Emergency Management Preparedness Programs.

Objective 2.C Promote hazard mitigation in the business community.

Action 2.C.1 Continue to utilize the fire department's fire prevention inspection program to educate business owners and managers regarding hazard mitigation.

Action 2.C.2 Continue to offer Fire Safety in the Workplace/Fire Extinguisher Training to businesses through a partnership with the Burn Institute.

Objective 2.D Monitor and publicize the effectiveness of mitigation actions implemented citywide.

Action 2.D.1 Continue to issue media releases regarding the City's hazard mitigation efforts.

Objective 2.E Discourage activities that exacerbate hazardous conditions.

Action 2.E.1 Continue the current Juvenile Fire setter Intervention Program to provide intervention for juveniles determined to have demonstrated an interest in playing with and/or setting fires through a partnership with the Burn Institute.

Action 2.E.2 Continue to partner with County OES in the development of Public Service Announcements related to mitigation of hazardous conditions and corrections.

Action 2.E.3 Continue to create and show Public Service Announcements on local government cable channel that demonstrate and encourage hazard correction.

Goal 3. Build and support local capacity and commitment to continuously become less vulnerable to hazards.

Objective 3.A Increase awareness and knowledge of hazard mitigation principles and practices among state and local officials.

Action 3.A.1 Continue periodic updates of local building codes, public works construction codes, zoning and grading ordinances to reflect legislative changes.

Action 3.A.2 Continue to assess and mitigate potentially significant hazards as part of the required environmental review process.

Action 3.A.3 Continue to conduct Emergency Operations Center training annually.

Goal 4. Improve hazard mitigation coordination and communication with federal, state, local, and tribal governments.

Objective 4.A Establish and maintain close working relationships with state agencies, local, and tribal governments.

Action 4.A.1 Continue to participate in regional hazard mitigation activities as a member of the San Diego County Unified Disaster Council.

Action 4.A.2 Continue to provide storage of a Mobile Decontamination Unit belonging to the San Diego County Unified Disaster Council and continue training of fire department personnel in the use and operation of the Unit.

Action 4.A.3 Continue to maintain good working relationships with the San Diego County Water Authority and neighboring water agencies.

Action 4.A.4 Continue to maintain good working relationships with the American Red Cross, the Salvation Army, local churches and other agencies that provide for public assistance and training.

Action 4.A.5 Continue to provide storage of several disaster caches belonging to the American Red Cross.

Objective 4.B Encourage other organizations to incorporate hazard mitigation activities.

Action 4.B.1 Continue to assist local entities, such as the Escondido Union Elementary School District, the Escondido Union High School District, Palomar Medical Center and others in developing plans for hazard mitigation and disaster preparedness.

Goal 5. Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure, and City-owned facilities, due to floods and severe weather.

Objective 5.A Ensure new development is properly located and conditioned to avoid flooding.

Action 5.A.1 Continue to ensure finish floor elevations of new development are at least one foot above the 100-year flood plain.

Action 5.A.2 Continue to require drainage studies for major projects to ensure adequate measures are incorporated and that they do not adversely affect downstream or other surrounding properties.

Action 5.A.3 Continue to evaluate drainage fees to ensure new development pays their fair share for offsite improvements.

Action 5.A.4 Continue to limit uses in floodways to those tolerant of occasional flooding, including but

not limited to agriculture, outdoor recreation, and natural resource areas.

Action 5.A.5 Continue to design new critical facilities to minimize potential flood damage. Such facilities include those that provide emergency response like hospitals, fire stations, police stations, civil defense headquarters, utility lifelines, ambulance services, and sewer treatment plants. Such facilities also include those that do not provide emergency response but attract large numbers of people, such as schools, theatres, and other public assembly facilities with capacities greater than 100 persons.

Objective 5.B Protect existing assets with the highest relative vulnerability to the effects of floods within the 100-year floodplain and severe weather.

Action 5.B.1 Continue to require Development Agreements for new projects within the North Broadway critical infrastructure deficiency areas to secure necessary flood control measures.

Action 5.B.2 Continue to maintain flood control channels and storm drains, in accordance with habitat preservation policies, through periodic dredging, repair, de-silting, and clearing to prevent any loss in their effective use.

Action 5.B.3 Continue to identify and prioritize flood control projects in the City's Capital Improvement Plan (CIP).

Action 5.B.4 Continue to pursue available grant funds for flood control projects.

Action 5.B.5 Continue to participate in the National Flood Insurance Program (NFIP) and requirement to review applications for conformance with NFIP standards.

Action 5.B.6 Continue to provide public support by maintaining supplies of sand and sandbags to mitigate flooding.

Action 5.B.7 Continue to provide barricades to identify flooded area.

Objective 5.C Minimize repetitive losses caused by flooding and severe weather.

Action 5.C.1 Continue preventative maintenance and inspection of floodway structures, storm drains, etc. consistent with applicable regulations.

Action 5.C.2 Continue to improve drainage courses in an environmentally sensitive manner to eliminate repetitive events (e.g. Reidy Creek at El Norte).

Action 5.C.3 Continue to work with Regional Storm Water Control Board to develop best management practices from a regional perspective.

Action 5.C.4 Continue to improve road-flooding problems by constructing permanent drainage structures as approved and funded in the CIP Budget.

Objective 5.D Develop a comprehensive approach to reducing the possibility of damage and losses due to floods and severe weather.

Action 5.D.1 Review the Probable Maximum Flood analyses completed for Wohlford Dam and Dixon Dam.

Action 5.D.2 Continue to perform preventative maintenance and inspection of buildings/structures that utilize roof drain inlets, piping, and sub-structures.

Action 5.D.3 Continue to ensure that existing and new storm drain and street capacities are adequate to manage a 100-year flood event.

Action 5.D.4 Continue to ensure that new construction projects include surface drainage management that will preserve the integrity of the facility and public infrastructure.

Objective 5.E Coordinate with and support existing efforts to mitigate severe weather (e.g., National Weather Service).

Action 5.E.1 Continue to participate in regional annual weather briefings.

Goal 6. Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure, and City-owned facilities, due to wildfires.

Objective 6.A Develop a comprehensive approach to reducing the possibility of damage and losses due to wildfires in new development.

Action 6.A.1 Continue to require the application of California Fire Code Article 86, pertaining to Fire Protection Plans (FPP) in all Wildland-Urban Interface (WUI) areas. The FPP will provide for 100' of vegetation management (per CA Government Code 51182 and the MOU between the U.S. Fish and Wildlife Service, Calif. Department of Fish and Game, CAL Fire, and the San Diego County Fire Chiefs Association) around all new structures or require equivalent construction methods as determined by a technical fire analysis.

Action 6.A.2 Continue to require secondary, emergency access and egress when streets exceed specified lengths or present other issues as identified during the project review process.

Action 6.A.3 Continue to ensure that street widths, paving, and grades can accommodate emergency vehicles. Also, continue to require 30' of vegetation management on all street segments without improved lots. Also, continue to require enhanced construction for certain structures in all WUI areas.

Action 6.A.4 Continue to require residential fire sprinklers for units outside of adopted distance and Quality of Life standard response times and WUI areas.

Action 6.A.5 Continue to require defined defensible space around all habitable structures in WUI areas.

Action 6.A.6 Continue to regulate and govern mitigation measures consistent with the International

Wildland-Urban Interface Code, Appendix "A" and "D" of the 2006 edition.

Objective 6.B Protect existing assets with the highest relative vulnerability to the effects of wildfires.

Action 6.B.1 Continue proactive enforcement of City's weed abatement ordinance to facilitate the removal of annual weeds/vegetation or habitat, placing existing properties in a fire safe condition.

Action 6.B.2 Continue to ensure that all construction materials used during remodeling of structures in WUI areas are compliant with new building and fire codes for fire resistant construction including possible enhanced construction requirements for certain structures.

Action 6.B.3 Continue to maintain and update existing Wildland pre-fire plans for neighborhoods adjacent to WUI areas.

Action 6.B.4 Ensure the City's Multiple Habitat Conservation Plan (MHCP) Sub-area Plan maintains current allowances for the removal of habitat as may be necessary to protect existing structures. Continue partnership with State Fish & Game to mitigate exposure of protected habitat areas.

Objective 6.C Coordinate with and support existing efforts to mitigate wildfire hazards (e.g., US Forest Service, Bureau of Land Management).

Action 6.C.1 Ensure the City's MHCP Sub-area Plan incorporates current fire protection measures and implement fire protection measures in Daley Ranch, consistent with the existing Conservation Agreement and the Daley Ranch Master Plan.

Action 6.C.2 Continue to participate in the California Fire Master Mutual Aid Agreement, the San Diego County Fire Master Mutual Aid Agreement, and the North Zone Automatic Aid Agreement.

Objective 6.D Address identified data limitations regarding the lack of information related to wildfires (e.g., a comprehensive database of California wildfires, a California wildfire risk model, and relative vulnerability of assets).

Action 6.D.1 Develop a Community Wildfire Protection Plan (CWPP) for the City's Local Responsibility Area (LRA).

Objective 6.E Maintain adequate emergency response capability.

Action 6.E.1 Continue to evaluate service level impacts and needs as part of the review of major projects.

Action 6.E.2 Continue to plan for additional reserve equipment and staff during emergencies to supplement potential need for additional fire resources (i.e. surge capacity).

Action 6.E.3 Continue to staff and maintain Cal EMA Type 3 brush engine.

Goal 7. Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure, and City-owned facilities, due to dam failure.

Objective 7.A Develop a comprehensive approach to reducing the possibility of damage and losses due to dam failure.

Action 7.A.1 Continue to design new critical facilities to minimize potential damage due to dam failure. Such facilities include those that provide emergency response like hospitals, fire stations, police stations, civil defense headquarters, utility lifelines, ambulance services, and sewer treatment plants. Such facilities also include those that do not provide emergency response but attract large numbers of people, such as schools, theatres, and other public assembly facilities with capacities greater than 100 persons.

Action 7.A.2 Annual inspections of Wohlford Dam are conducted by the Federal Energy Regulatory Commission (FERC).

Action 7.A.3 Continue to gather weekly well readings at Wohlford Dam and piezometer readings at Dixon Dam. Continue to send annual reports of these readings to the State of California Division of Safety of Dams.

Action 7.A.4 The Probable Maximum Flood analyses have been completed for Wohlford Dam and Dixon Dam.

Action 7.A.5 Continue to maintain an updated Wohlford Dam Emergency Action Plan.

Action 7.A.6 Conducted vulnerability assessment of Wohlford Dam.

Objective 7.B Protect existing assets with the highest relative vulnerability to the effects of dam failure.

Action 7.B.1 A dam and reservoir inspection protocol tied to Homeland Security alerts (over and above normal maintenance inspections) has been developed.

Action 7.B.2 On a five-year schedule (per FERC), continue to conduct a tabletop drill and a functional exercise of the Wohlford Dam Emergency Action Plan.

Action 7.B.3 Continue to annually exercise the Wohlford Dam Emergency Action Plan telephone tree.

Objective 7.C Minimize the risk of hazards associated with dam failure.

Action 7.C.1 Develop timeframes and funding mechanism for the ultimate replacement or renovation of the Dixon and Wohlford dams.

Action 7.C.2 Continue to ensure that critical facilities and structures including emergency communication facilities are above the dam failure inundation zone.

Action 7.C.3 Continue to inspect the 100-year flood channel on a weekly basis to ensure integrity and unobstructed flow.

Goal 8. Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure, and City-owned facilities, due to geological hazards.

Objective 8.A Develop a comprehensive approach to reducing the possibility of damage and losses due to geological hazards.

Action 8.A.1 Continue to require soil reports and implement its recommendations for projects in identified areas where liquefaction or other soil issues exist.

Action 8.A.2 Continue to review all new construction to ensure conformance with seismic requirements specified in the California Building Code.

Action 8.A.3 Continue to prohibit development in areas with slopes over 35%.

Action 8.A.4 Continue to require a preliminary soil report and a report of satisfactory placement of fill prepared by a licensed civil engineer for all buildings and structures supported on fill.

Action 8.A.5 Continue to require a preliminary soil report prepared by a civil engineer licensed in the State of California whenever expansive soil is present.

Action 8.A.6 Continue to require a preliminary soil report for all buildings and structures supported on natural ground unless the foundations have been designed in accordance with Table No. 1805.4.2 of the Building Code.

Action 8.A.7 Continue to require that when the foundation design is based on Table(s) No. 1804.2 & 1805.4.2, the foundation plan must indicate the allowable soil bearing value and soil classification and must be signed by a civil engineer or architect licensed by the State of California. One and two-story buildings of Type V construction designed for an allowable soil bearing value not to exceed 1,000 pounds per square foot (psf) are exempt from this requirement. When the allowable foundation

pressure exceeds the values of Table No.1804.2, a preliminary soil report must be submitted with the plans.

Objective 8.B Protect existing assets with the highest relative vulnerability to the effects of geological hazards.

Action 8.B.1 Continue to maintain an updated inventory of un-reinforced masonry buildings.

Action 8.B.2 Continue to require seismic retrofits for major renovations in accordance with Historic and Building Code provisions.

Action 8.B.3 Continue to utilize International Building Code for non-historic buildings.

Goal 9. Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure, and City-owned facilities, due to extremely hazardous materials releases.

Objective 9.A Develop a comprehensive approach to reducing the possibility of damage and losses due to hazardous materials.

Action 9.A.1 Continue to require businesses exceeding exempt amounts of hazardous materials to locate in the City's Hazardous Chemical Overlay Zone. Also, require permit(s) as specified in the California Fire Code.

Action 9.A.2 Continue to require a Conditional Use Permit for any uses utilizing materials or processes that are not clearly addressed by applicable Building and Fire Codes.

Action 9.A.3 Continue to review all new or renovated buildings for compliance with Building and Fire Codes pertaining to hazardous occupancies.

Action 9.A.4 Continue to require businesses utilizing hazardous materials to comply with all storage and waste handling requirements outlined in Federal, State and Local laws.

Action 9.A.5 Continue to require a hazardous materials disclosure form for all business license applications.

Action 9.A.6 Continue to review delivery routes and procedures of all new uses utilizing significant quantities of hazardous materials as part of the environmental and development review processes.

Action 9.A.7 Continue to update and maintain the City's Hale Avenue Resource Recovery Facility Hazardous Materials Business Plan.

Action 9.A.8 Continue to update and maintain the City's Water Treatment Plant Hazardous Materials Business Plan.

Action 9.A.9 Continue to update and maintain hazardous materials training for fire department personnel.

Objective 9.B: Protect existing assets with the highest relative vulnerability from the effects of hazardous materials.

Action 9.B.1 Continue to require that all businesses using exempt amounts of hazardous materials be permitted for use per the California Fire Code.

Action 9.B.2 As staffing allows, continue to perform annual Article 80 fire inspections on all hazardous occupancies.

Action 9.B.3 As staffing allows, continue to assure that the City has all hazardous materials business plans from County Department of Environmental Health on file for investigation and first responders.

Objective 9.C Reduce the number of and volume of, hazardous materials.

Action 9.C.1 Encourage use of alternative technologies for detection, neutralization, containment, disposal, and transportation.

Action 9.C.2 Require timely disposal of "spent" materials.

Objective 9.D Reduce the risk of injury or loss of life to persons in the vicinity of transportation related hazardous materials.

Action 9.D.1 Continue to evaluate the need to specify "safe" routes of transport as part of the environmental review and development review processes.

Action 9.D.2 Limit transport to hours of less traffic congestion as determined necessary through the environmental and developmental review processes.

Objective 9.E Increase government and public knowledge of safe extremely hazardous substance handling procedures and terrorism awareness.

Action 9.E.1 Continue employee and public training for safe mail/package handling procedures.

Action 9.E.2 Continue employee and public training for recognition and reporting of suspicious persons near critical infrastructure and or public facilities.

Action 9.E.3 Continue to distribute terrorism awareness information through government and public safety facilities.

Objective 9.F Coordinate with and support existing efforts to mitigate hazardous materials (e.g., California Department of Environmental Quality, California Department of Transportation).

Action 9.F.1 Participate in State of California's Golden Guardian Exercise Program.

Goal 10. Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure, and City-owned facilities, due to other manmade hazards.

Objective 10.A Develop a comprehensive approach to reducing the possibility of damage and losses due to other manmade hazards.

Action 10.A.1 Conducted vulnerability assessment of the water system.

Action 10.A.2 Conducted vulnerability assessment of Dixon Dam, Wohlford Dam, and Bear Valley Power Plant.

Action 10.A.3 Continue to develop emergency response strategies for managing civil unrest at City-owned facilities and critical assets.

Action 10.A.4 Continue to maintain, train and staff police department's Tactical Operations Unit (TOU) at Level B certification.

Action 10.A.5 Continue to pre-designate emergency evacuation routes from urban areas with identified hazards and/or vulnerabilities.

Action 10.A.6 Continue to identify and remove non-essential public service items (trashcans, newspaper racks, dumpsters, mailboxes) located in large public gathering venues.

Objective 10.B Protect existing assets with the highest relative vulnerability to the effects of other manmade hazards.

Action 10.B.1 Implement security measures identified in the Water System Vulnerability Assessment.

Action 10.B.2 Implement security measures identified in the Dixon Dam, Wohlford Dam, and Bear Valley Power Plant Vulnerability Assessment.

Action 10.B.3 Continue to develop comprehensive site security plans for identified critical infrastructure facilities to include City Hall and remote City Facilities.

Action 10.B.4 Continue to require infrastructure sites include physical and electronic site security components consistent with the site's significance and potential for regional impact.

Action 10.B.5 Continue to develop protection measures of City's cyber/computer/data systems to include all remote sites.

Action 10.B.6 Continue to institute scheduled site security checks that correspond to the threat potential and alert status.

Objective 10.C Coordinate with and support existing efforts to mitigate other manmade hazards (e.g., Department of Homeland Security, California Department of Public Safety, San Diego County Department of Water Resources, Bureau of Reclamation, US Forest Service, California Department of Transportation, Federal Aviation Administration, and United States Air Force).

Action 10.C.1 Continue to attend meetings with San Diego County Office of Emergency Services.

Action 10.C.2 Continue to attend all scheduled meetings of the San Diego County Joint Terrorism Task Force (JTTF) and the Unified Disaster Council.

Objective 10.D Address identified data limitations regarding the lack of information about the relative vulnerability of assets from other manmade hazards.

Action 10.D.1 Establish GIS component in the City's EOC including specific site information.

Action 10.D.2 Evaluate and improve the Police and Fire Department's Computer Assisted Dispatch to include GIS and critical site data.

ATTACHMENT "2"

COVER SHEET MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AUGUST 2010

**MULTI-JURISDICTIONAL
HAZARD MITIGATION
PLAN**

Participating Jurisdictions:

Carlsbad	National City
Chula Vista	Oceanside
Coronado	Poway
Del Mar	San Diego
El Cajon	San Marcos
Encinitas	Santee
Escondido	Solana Beach
Imperial Beach	Vista
La Mesa	County of San Diego
Lemon Grove	Rancho Santa Fe FPD



August 2010



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

RESOLUTION NO. 2010-158

10,

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK, TO EXECUTE, ON BEHALF OF THE
CITY, TO ADOPT THE REVISIONS TO THE
MULTI-JURISDICTIONAL MULTI-HAZARD
MITIGATION PLAN

WHEREAS, the City of Escondido has experienced natural and manmade disasters, resulting in loss of life, personal injury, property damage, and interruption of business and government services; and

WHEREAS, the majority of San Diego County's residents live in areas subject to these disasters; and

WHEREAS, a Multi-Jurisdictional Multi-Hazard Mitigation Plan (the "Plan") was developed by the County of San Diego, all eighteen (18) incorporated cities, and the Rancho Santa Fe Fire Protection District and adopted by the City of Escondido on April 21, 2004; and

WHEREAS, between December 2009 and February 2010, all affected city departments conducted a comprehensive review of the Plan and related mitigation action items, and created revisions to the Plan (the "Revised Plan"); and

WHEREAS, the Revised Plan recommends many hazard mitigation actions that will protect the people and property affected by the natural and manmade hazards that face San Diego County; and

WHEREAS, public meetings were held throughout the county to review the Revised Plan as required by law; and

WHEREAS, mitigation measures have been shown to be effective in saving lives

and reducing property damage caused by disasters;

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

1. That the above recitations are true.
2. That the City Council adopts the revised Multi-Jurisdictional Multi-Hazard Mitigation Plan.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: //
Date: December 8, 2010

TO: Honorable Mayor and Members of the City Council

FROM: Jim Maher, Chief of Police

SUBJECT: FIT Consultant - School Community Violence Prevention Service Agreement

RECOMMENDATION:

It is requested that Council authorize the Escondido Police Department to accept School Community Violence Prevention Service funds in the amount of \$33,600 from the San Diego County Office of Education. Authorize the Chief of Police to submit grant documents on behalf of the City and approve budget adjustments needed for consultant expenses.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will pay consultant expenses.

PREVIOUS ACTION:

None


BACKGROUND:

The Escondido Police Department has been allocated School Community Violence Prevention Service funds in the amount of \$33,600 from the San Diego County Office of Education. The Department proposes to use these funds to pay a Intervention Case Worker/Consultant dedicated to the School Community Violence Program/Family Intervention Team (F.I.T.) Project. Under the project the Intervention Case Worker/Consultant will:

- Participate in all home visits and parent workshops coordinated by Family Intervention Team (F.I.T.).
- Provide technical assistance and support to Family Intervention Team (F.I.T.) regarding project timeline, objectives, and data collection.
- Collect all necessary data from Escondido Police Department to finalize evaluation reports.

Your action today to accept grant funds and authorize staff to submit grant documents will support school community violence prevention in the City of Escondido.

Respectfully submitted,


Jim Maher
Police Chief



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: December 8, 2010
Department: Police
Division: Administration
Project/Budget Manager: Jim Maher/Susan Cervenka
Council Date (if applicable): December 8, 2010

For Finance Use Only
Log #
Fiscal Year
Budget Balances
General Fund Accts
Revenue
Interfund Transfers
Fund Balance

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Contains two rows of budget adjustments.

Explanation of Request:
A budget adjustment is needed to spend grant funds for consultant expenses.

APPROVALS

Department Head, Finance, City Manager, City Clerk signatures and dates.

Distribution (after approval): Original: Finance

FM105 (Rev. 11/06)



COMMUNITY DEVELOPMENT COMMISSION

For City Clerk's Use:

APPROVED DENIED

Reso No. CDC _____ File No. _____

Ord No. CDC _____

Agenda Item No.: 12

Date: December 8, 2010

TO: Honorable Mayor and Members of the Community Development Commission

FROM: Gilbert Rojas, Director of Finance

SUBJECT: Submission of Community Development Commission (CDC) reports as of June 30, 2010, which includes the Independent Auditors' Report on the Commission's Financial Statements and appropriate legal compliance, the Annual Report of Financial Transactions of Community Redevelopment Agencies, and the Housing Activities Report.

RECOMMENDATION:

That the CDC accept the submission of the following CDC reports for the Fiscal Year ended June 30, 2010.

- Independent Auditors' Report on Financial Statements
- Independent Auditors' Report on Legal Compliance
- Annual Report on Financial Transactions of Community Redevelopment Agencies
- Housing Activities Report

DISCUSSION:

The CDC was established via a redevelopment plan dated December 19, 1984. The purpose of the plan was to establish a redevelopment project area that qualified for redevelopment assistance within the City of Escondido. It involves Civic Center development including the Center for the Arts theater, convention facilities and parking lot. Other activities of the CDC include housing financial assistance to increase and improve low and moderate income housing. The CDC has a life of 51 years and will come to an end during fiscal year 2035/36.

The State of California Health and Safety Code, section 33080.1 requires that the above-mentioned reports be submitted annually to the agency's legislative body. The Independent Auditor's Report on Financial Statements provides an opinion as to whether or not the CDC's financial statements are, in all material respects, presenting its financial position fairly. The CDC received an Unqualified Opinion for fiscal year ended June 30, 2010. The Independent Auditor's Report on Legal Compliance notes that the internal controls over financial reporting and compliance of the CDC with certain laws, regulations, contracts and grant agreements have been tested and provides the results of that testing. As mentioned within the Independent Auditor's Report on Legal Compliance, there were no instances of noncompliance that were reported to Management by the Independent Auditor's. The Annual Report on Financial Transactions of Community Redevelopment Agencies describes the CDC's

financial condition and summarizes its activities during the year. It contains information that is similar to the financial statements, but is in a format preferred by the State Controller. The Housing Activities Report summarizes the housing activities of the CDC and the status and use of low and moderate income funds.

The primary source of funding for the CDC is tax increment revenue. Tax increment revenue is the amount of property tax revenue received over the base year. At June 30, 2010, the CDC received approximately \$24.8 million in tax increment revenue. 20% or \$5.0 million of this amount is required to be set aside for low and moderate income housing purposes. The Debt Service Fund used \$11.0 million to pay principal, interest & fiscal charges, \$3.8 million to pay tax sharing obligations and required \$8.6 million to make the payment to the State's Supplemental Educational Revenue Augmentation Fund (SERAF).

CONCLUSION:

In order to comply with the requirements stated in the Health and Safety Code, these reports are being submitted for your acceptance.

Respectfully submitted,



Gilbert Rojas
Director of Finance

**CITY OF ESCONDIDO
COMMUNITY DEVELOPMENT COMMISSION**

ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended June 30, 2010

**Chairperson
Vice Chairperson
Member
Member
Member
Executive Director
Fiscal Officer
General Counsel
Secretary**

**Lori Holt Pfeiler, Mayor
Dick Daniels, Mayor Pro Tem
Olga Diaz, Council Member
Marie Waldron, Council Member
Sam Abed, Council Member
Clay Phillips, City Manager
Gilbert Rojas, Director of Finance
Jeffrey Epp, City Attorney
Marsha Whalen, City Clerk**

**Prepared by
The Department of Finance**

**CITY OF ESCONDIDO COMMUNITY DEVELOPMENT COMMISSION
ANNUAL FINANCIAL REPORT
June 30, 2010**

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- Brandon W. Burrows, CPA
- Donald L. Parker, CPA
- Michael K. Chu, CPA
- David E. Hale, CPA, CFP
A Professional Corporation
- Donald G. Slater, CPA
- Richard K. Kikuchi, CPA
- Susan F. Matz, CPA
- Shelly K. Jackley, CPA

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of the City of Escondido
Community Development Commission
Escondido, California

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Escondido Community Development Commission (the Commission), a component unit of the City of Escondido, California, as of and for the year ended June 30, 2010, which collectively comprise the Commission's basic financial statements as listed in the accompanying table of contents. These financial statements are the responsibility of the Commission's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted by the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Commission as of June 30, 2010, and the respective changes in financial position thereof for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated November 23, 2010, on our consideration of the Commission's internal control over financial reporting and our tests of its compliance with certain laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.



To the Board of Directors
of the City of Escondido Community Development Commission
Escondido, California

The Commission has not presented a management's discussion and analysis that accounting principles generally accepted in the United States of America has determined is necessary to supplement, although not required to be part of, the basic financial statements. The information identified in the accompanying table of contents as required supplementary information is not a required part of the basic financial statements, but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consist principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Lamer, Solt & Loughhead, LLP

November 23, 2010



Escondido Redevelopment Plan Area



0 0.25 0.5 1 Miles

DISCLAIMER: Every reasonable effort has been made to ensure the accuracy of this map. However, by accepting this material, you agree that the City of Escondido assumes no liability of any kind arising from the use of this map. THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to time, money or goodwill arising from the use, operation or modification of the map.

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City of Escondido Community Development Commission
Statement of Net Assets
June 30, 2010

	<u>Governmental Activities</u>
<u>Assets</u>	
Current Assets:	
Cash and investments	\$ 35,997,461
Cash and investments with fiscal agent	2,597,296
Receivables	4,176,531
Total Current Assets	<u>42,771,288</u>
Non-Current Assets:	
Loans receivable	31,921,765
Loans receivable from the City of Escondido	469,988
Due from other governments	390,592
Deferred bond issue costs	786,267
Land held for resale	2,518,964
Capital assets:	
Not being depreciated	2,766,714
Being depreciated, net	40,912,033
Total Non-Current Assets	<u>79,766,323</u>
Total Assets	<u>122,537,611</u>
<u>Liabilities</u>	
Current Liabilities:	
Accounts payable	6,235
Accrued expenses	17,290
Interest payable	946,847
Total Current Liabilities	<u>970,372</u>
Non-Current Liabilities:	
Due within one year	7,913,223
Due in more than one year	71,996,161
Total Non-Current Liabilities	<u>79,909,384</u>
Total Liabilities	<u>80,879,756</u>
<u>Net Assets (Deficit)</u>	
Invested in capital assets, net of related debt	40,863,395
Restricted for low and moderate housing	37,400,960
Unrestricted	<u>(36,606,500)</u>
Total Net Assets	<u>\$ 41,657,855</u>

See Accompanying Notes to Basic Financial Statements.

**City of Escondido Community Development Commission
Statement of Activities
For the Fiscal Year Ended June 30, 2010**

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Assets
		Charges for Services	Operating Grants and Contributions	Governmental Activities Total
Governmental Activities:				
Community development	\$ 4,164,298	\$ 47,609	\$ 884,386	\$ (3,232,303)
Interest and fiscal charges	3,355,013			(3,355,013)
Total Governmental Activities	<u>\$ 7,519,311</u>	<u>\$ 47,609</u>	<u>\$ 884,386</u>	<u>(6,587,316)</u>
General Revenues				
Tax increment				12,455,270
Investment income, unrestricted				1,531,301
Miscellaneous				<u>1,685,797</u>
Total General Revenues				<u>15,672,368</u>
Change in Net Assets				9,085,052
Net Assets - Beginning of Year, as Restated				<u>32,572,803</u>
Net Assets - End of Year				<u>\$ 41,657,855</u>

**City of Escondido Community Development Commission
Balance Sheet
Governmental Funds
June 30, 2010**

	Special Revenue	Debt Service	Nonmajor	
	Low and Moderate Income Housing	Community Development Commission	Capital Projects Fund	Total
<u>Assets</u>				
Cash and investments	\$ 5,607,147	\$ 30,343,394	\$ 46,920	\$ 35,997,461
Cash and investments with fiscal agent		2,597,296		2,597,296
Receivables (net):				
Accounts	2,206			2,206
Interest	3,461,323	322,337	485	3,784,145
Taxes	88,851	293,829		382,680
Loans	31,921,765			31,921,765
Due from other governments	390,592			390,592
Loans receivable from the City of Escondido			469,988	469,988
Land held for resale, at cost	2,518,964			2,518,964
Deposits	7,500			7,500
Advances to other funds	3,399,292			3,399,292
Total Assets	\$ 47,397,640	\$ 33,556,856	\$ 517,393	\$ 81,471,889
<u>Liabilities and Fund Balances</u>				
Liabilities:				
Accounts payable	\$ 6,235	\$	\$	\$ 6,235
Accrued expenditures	17,290			17,290
Deferred revenue	3,790,928			3,790,928
Advances from other funds		3,399,292		3,399,292
Total Liabilities	3,814,453	3,399,292		7,213,745
Fund Balances:				
Reserved for:				
Advances to other funds	3,399,292			3,399,292
Non-current loans and notes receivable	31,921,765		469,988	32,391,753
Deposits	7,500			7,500
Land held for resale	2,518,964			2,518,964
Low and moderate income housing	5,735,666			5,735,666
Debt service		30,157,564		30,157,564
Unreserved; designated for future projects			47,405	47,405
Total Fund Balances	43,583,187	30,157,564	517,393	74,258,144
Total Liabilities and Fund Balances	\$ 47,397,640	\$ 33,556,856	\$ 517,393	

Amounts reported for governmental activities in the statement of net assets are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds	43,678,747
Other long-term assets are not available to pay for current-period expenditures and, therefore, are deferred in the funds	3,790,928
Long-term debt, including bonds payable, amortization, interest, and accretion, are not due and payable in the current period and therefore are not reported in the funds	<u>(80,069,964)</u>
Net assets of governmental activities	<u>\$ 41,657,855</u>

City of Escondido Community Development Commission
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Fiscal Year Ended June 30, 2010

	Special Revenue <u>Low and Moderate Income Housing</u>	Debt Service <u>Community Development Commission</u>	Nonmajor <u>Capital Projects Fund</u>	Total
Revenues:				
Tax increment	\$ 4,965,758	\$ 19,863,033	\$	\$ 24,828,791
Lease income	47,609			47,609
Investment income	366,486	626,569	1,197	994,252
Intergovernmental	493,794			493,794
Miscellaneous	14,573	1,671,224		1,685,797
Total Revenues	<u>5,888,220</u>	<u>22,160,826</u>	<u>1,197</u>	<u>28,050,243</u>
Expenditures:				
Community development	1,404,436	32,412		1,436,848
Debt service:				
Principal retirements		7,703,787		7,703,787
Interest and fiscal charges		3,303,540		3,303,540
SERAF payment		8,556,226		8,556,226
Agency tax sharing agreement		3,817,295		3,817,295
Total Expenditures	<u>1,404,436</u>	<u>23,413,260</u>		<u>24,817,696</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>4,483,784</u>	<u>(1,252,434)</u>	<u>1,197</u>	<u>3,232,547</u>
Other Financing Sources (Uses):				
Transfers in		802,287		802,287
Transfers out	(802,287)			(802,287)
Total Other Financing Sources (Uses)	<u>(802,287)</u>	<u>802,287</u>		
Net Change in Fund Balances	3,681,497	(450,147)	1,197	3,232,547
Fund Balances - Beginning of Year	<u>39,901,690</u>	<u>30,607,711</u>	<u>516,196</u>	<u>71,025,597</u>
Fund Balances - End of Year	<u>\$ 43,583,187</u>	<u>\$ 30,157,564</u>	<u>\$ 517,393</u>	<u>\$ 74,258,144</u>

Amounts reported for governmental activities in the statement of net assets are different because:

Net change in fund balances - total governmental funds	\$ 3,232,547
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capital outlays and retirements in the current period.	(2,736,016)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds	927,642
The issuance of long-term debt provides current financial resources of governmental funds while the repayment of principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are all deferred and amortized or accreted in the statement of activities. This amount is the net effect of those differences.	<u>7,660,879</u>
Change in net assets of governmental activities	<u>\$ 9,085,052</u>

City of Escondido Community Development Commission
Notes to the Basic Financial Statements
June 30, 2010

1. Summary of Significant Accounting Policies

The following is a summary of the significant accounting policies of the City of Escondido Community Development Commission (Commission):

A. Reporting Entity - City of Escondido Community Development Commission

The Commission was established in 1984 and currently involves Civic Center development including a community theater, park and convention facilities. Other activities include providing housing financial assistance to increase and improve the community's supply of low and moderate-income housing. The original redevelopment plan is dated December 19, 1984 and has a life of 51 years.

The Commission is an integral part of the reporting entity of the City of Escondido (City). The funds of the Commission have been blended within the financial statements of the City because the City Council of the City of Escondido is the governing board of the Commission and exercises control over the operations of the Commission. The Commission does not have business-type activities and therefore only reports governmental activities. Only the funds of the Commission are included herein, therefore, these financial statements do not purport to represent the financial position or results of operations of the City of Escondido, California.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on all of the activities of the Commission. For the most part, the effect of the interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Amounts paid to acquire capital assets are capitalized in the government-wide financial statements, rather than reported as expenditures. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, rather than as other financing sources. Amounts paid to reduce long-term indebtedness of the reporting entity are reported as a reduction of the related liability, rather than as expenditures.

The underlying accounting system of the Commission is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity and expenditures or expenses, as appropriate.

Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

City of Escondido Community Development Commission
Notes to the Basic Financial Statements (Continued)
June 30, 2010

1. Summary of Significant Accounting Policies (Continued)

Fund financial statements for the Commission's governmental funds are presented after the government-wide financial statements. These statements normally display information about major funds individually and non-major funds in the aggregate for governmental funds.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Basis of accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting wherein revenues are recorded when they are both earned and realized, regardless of the timing of the related cash flows.

Governmental fund statements are reported using the modified accrual basis of accounting wherein revenues are recognized as soon as they are both measurable and available as a resource to finance operations of the current year. Under this method, revenues are recognized when measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Commission considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Expenditures are recorded when incurred except that interest on long-term debt is recorded as an expenditure on its due date.

Property taxes and interest income associated with the current fiscal period are accrued and recognized as revenues of the current fiscal period to the extent it is collected within the availability period. Other revenue items are considered to be measurable and available when cash is received by the government.

Exchange transactions are recognized as revenues in the period in which they are earned (i.e., the related goods or services are provided). Locally imposed tax revenues are recognized as revenues in the period in which the underlying exchange transaction upon which they are based takes place. Imposed non-exchange transactions are recognized as revenues in the period for which they were imposed. If the period of use is not specified, they are recognized as revenues when an enforceable legal claim to the revenues arise or when they are received, whichever occurs first. Government mandated and voluntary non-exchange transactions are recognized as revenues when all applicable eligibility requirements have been met.

In the fund financial statements, governmental funds are presented using the current financial resources measurement focus. This means that only current assets and current liabilities are generally included on their balance sheets. The reported fund balance (net current assets) is considered to be a measure of "available spendable resources". Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Non-current portions of long-term receivables due to governmental funds are reported on the balance sheet in spite of their spending measurement focus. However, special reporting treatments are used to indicate that they should not be considered "available spendable resources" since they do not represent net current assets. Recognition of governmental fund type revenue represented by a non-current receivable are deferred until they become current receivables. Non-current portions of other long-term receivables are offset by reservation of fund balance.

City of Escondido Community Development Commission
Notes to the Basic Financial Statements (Continued)
June 30, 2010

1. Summary of Significant Accounting Policies (Continued)

As a result of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as another financing source rather than as a fund liability. Amounts paid to reduce long-term indebtedness are reported as fund expenditures.

When both restricted and unrestricted resources are combined in a fund, expenditures are considered to be paid first from restricted resources, and then from unrestricted resources.

Tax increment revenue

The Commission has no power to levy and collect taxes, and any legislative property tax de-emphasis might necessarily reduce the amount of tax revenues that would otherwise be available to pay the principal of, and interest on loans from the City. Broadened property tax exemptions could have a similar effect. Conversely, any increase in the tax rate or assessed valuation, or any reduction or elimination of present exemptions would necessarily increase the amount of tax revenues that would be available to pay principal and interest on tax allocation bonds or loans from the City.

The Commission reports the following major governmental funds:

The Low and Moderate Income Housing Special Revenue Fund is used to account for the 20% portion of the Commission's tax increment revenue that is required to be set aside for low and moderate income housing and related expenditures, and other specific revenue sources that are legally restricted for specified purposes.

The Community Development Commission Debt Service Fund is used to account for the payment of interest and principal on long-term debt, and the accumulation of resources thereof.

Additionally, the Commission reports the following nonmajor fund types:

The Capital Projects Fund is used to account for the financial resources used in developing the project areas as well as the capital expenditures incurred in sustaining Commission activities.

D. Assets, Liabilities, and Net Assets or Equity

Cash and investments

Investments are reported in the accompanying financial statements at fair value, except for certain certificates of deposit and investment contracts that are reported at cost because they are not transferable and they have terms that are not affected by changes in market interest rates. Changes in fair value that occur during a fiscal year are recognized as investment income reported for that fiscal year. Investment income includes interest earnings, changes in fair value, and any gains or losses realized upon the liquidation, maturity, or sale of investments.

City of Escondido Community Development Commission
Notes to the Basic Financial Statements (Continued)
June 30, 2010

1. Summary of Significant Accounting Policies (Continued)

The Commission's cash and investments held by fiscal agents are pledged to the payment or security of certain long-term debt issuances. The California Government Code provides that these monies, in the absence of specific statutory provisions governing the issuance of bonds, may be invested in accordance with the ordinance, resolutions or indentures specifying the types of investments its trustees or fiscal agents may make.

Cash and investments, except for cash and investments with fiscal agents, are pooled with other City of Escondido funds for investment purposes, with interest being allocated quarterly to all funds legally requiring allocation and to other various funds at the direction of management based on average month-end pooled funds cash and investment balances. Interest income for cash and investments excluded from pooled cash is credited directly to the related fund. Investment policies applicable to the Commission's funds are those of the City of Escondido and are included in the notes to the City's basic financial statements.

Land held for resale

Land acquired by the Commission and held for resale is recorded at cost unless market value is determined to be below cost.

Capital assets

Capital assets, which include property, plant, and equipment, of the Commission are reported in the governmental activities column in the government-wide financial statements. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are valued at the fair value of the assets on the date on which they were contributed. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. The Commission utilizes a capitalization threshold of \$5,000 - \$10,000 depending on asset type.

Depreciation is charged to operations using the straight-line method over the estimated useful lives of the assets as follows:

Buildings and improvements	20-40 Years
Machinery and equipment	3-15 Years
Land improvements	5 Years

Employee leave benefits

Depending upon length of employment, Commission employees earn 12 to 27 vacation days a year. Sick leave is accrued at the rate of 12 days per year. Employees can carry forward to subsequent years two to three years worth of earned but unused vacation leave benefits depending on employee group. Upon termination, the Commission is obligated to compensate employees for all earned but unused vacation days. The earned but unused sick leave benefits are not payable in the event of employee termination. These benefits are considered to be contingent liabilities subject to the continuation of the employee relationship. Such sick leave benefits are therefore not recorded as liabilities in the accompanying financial statements.

City of Escondido Community Development Commission
Notes to the Basic Financial Statements (Continued)
June 30, 2010

1. Summary of Significant Accounting Policies (Continued)

In the government-wide financial statements, a liability is accrued for all earned but unused vacation leave benefits relating to the operations of the funds. This liability will be liquidated as either additional cash payments in the event of employee termination or as part of budgeted salary expenditures if used by employees as compensated leave time while still employed by the Commission. In the fund financial statement governmental funds accrue current liabilities for material vacation leave benefits due on demand to governmental fund employees that have terminated prior to year-end. Non-current amounts will be recorded as fund expenditures in the year in which they are paid or become due on demand to terminated employees.

Fund equity

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Designations of fund balance represent tentative management plans that are subject to change.

Use of estimates

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the reporting date and revenue and expenses during the reporting period. Actual results could differ from those estimates.

2. Stewardship, Compliance and Accountability

A. Budgetary Data

The Commission adopts an annual budget prepared on the modified accrual basis for the Special Revenue and Debt Service Funds. The Executive Director is required to prepare and submit to the Commission's Board of Directors the annual budget of the Commission and administer it after adoption. Any revisions that alter the total appropriations of the fund must be approved by the Board of Directors. Prior year appropriations lapse unless they are encumbered at year-end or re-appropriated through the formal budget process.

City of Escondido Community Development Commission
Notes to the Basic Financial Statements (Continued)
June 30, 2010

3. Cash and Investments

Cash and investments as of June 30, 2010, are classified in the accompanying financial statements as follows:

Statement of Net Assets:	
Cash and investments	\$ 35,997,461
Cash and investments with fiscal agent	2,597,296
Total cash and investments	\$ 38,594,757

Cash and investments as of June 30, 2010, consisted of the following:

Equity in City investment pool	\$ 35,997,461
Investments	2,597,296
Total cash and investments	\$ 38,594,757

Equity in the Cash and Investment Pool of the City of Escondido

The Commission has no separate bank accounts or investments other than in equity investments held by fiscal agent (i.e. fiscal agent) and the Commission's equity in the cash and investment pool managed by the City of Escondido. The Commission is a voluntary participant in that pool. This pool is governed by and under the regulatory oversight of the investment policy adopted by the City Council of the City of Escondido. The Commission has not adopted an investment policy separate from that of the City of Escondido. The fair value of the Commission's investment in this pool is reported in the accompanying financial statements at amounts based upon the Commission's pro-rata share of the fair value calculated by the City for the entire City portfolio. The balance available for withdrawal is based on the accounting records maintained by the City, which are recorded on an original cost basis.

Investments Authorized by Debt Agreements

Investment of debt proceeds held by fiscal agents are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the Commission's investment policy. The table below identifies the investment types that are authorized for investments held by fiscal agent. The table also identifies certain provisions of these debt agreements that address interest rate risk and concentration of credit risk.

Authorized Investment Types	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
U.S. Treasury Obligations	None	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	360 days	20%	10%
Commercial Paper	270 days	15%	10%
Money Market Mutual Funds	N/A	20%	10%
Investment Contracts	30 years	None	None
Repurchase Agreements	None	None	None
State and Municipal Obligations	None	None	None
State and Pooled Investment Fund	None	None	None

City of Escondido Community Development Commission
Notes to the Basic Financial Statements (Continued)
June 30, 2010

3. Cash and Investments (Continued)

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the Commission manages exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the Commission's exposure to interest rate risk as a result of its equity in the cash and investment pool of the City of Escondido is provided by disclosures in the notes to the basic financial statements of the City of Escondido that shows the distribution of the City's investments by maturity.

Information about the sensitivity of the fair values of the Commission's investments held by fiscal agent to market interest rate fluctuations is provided by the following table that shows the distribution of these investments by maturity:

Investment Type	Remaining Maturity (in Months)				Total
	18 Months or Less	18 to 42 Months	42-66 Months	More Than 66 Months	
Held by fiscal agents:					
Money market funds	\$ 2,597,296	\$	\$	\$	\$ 2,597,296
Total	\$ 2,597,296	\$	\$	\$	\$ 2,597,296

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, or debt agreements, and the actual rating as of year end for each investment type:

Investment Type	Total	Minimum Legal Rating	Exempted From Disclosure	Rating as of Year End	
				AAA	Not Rated
Held by fiscal agent:					
Money market funds	\$ 2,597,296	A	\$	\$ 2,597,296	\$
Total	\$ 2,597,296		\$	\$ 2,597,296	\$

City of Escondido Community Development Commission
Notes to the Basic Financial Statements (Continued)
June 30, 2010

3. Cash and Investments (Continued)

Concentration of Credit Risk

There are no investments in any one issuer (other than U.S. Treasury securities, mutual funds, and investment pools) that represent 5% or more of total investments for the entire entity (or for each separate major fund or for nonmajor funds in the aggregate).

Custodial Credit Risk

The Commission does not have significant certificates of deposit or demand accounts held by fiscal agent that are subject to disclosable custodial credit risk (as defined by GASB Statement No. 40). The Commission does not have direct investments in securities subject to disclosable custodial credit risk (as defined by GASB Statement No. 40).

For the investments held by fiscal agent, the fiscal agent selects the investment under the terms of the applicable trust agreement, acquires the investment, and holds the investment on behalf of the reporting government.

4. Loan Receivables

The Commission has entered into agreements with the City of Escondido and various other parties to establish low and moderate income housing loans. At June 30, 2010, the outstanding loans receivables \$31,921,765.

Loans given to developers and non-profits	\$ 22,430,315
Mobile home loan program	3,570,894
First-time homebuyer program	5,545,277
HOME loans	375,000
Various loans	<u>279</u>
 Total loans receivable	 <u><u>\$ 31,921,765</u></u>

5. Interfund Transfers and Advances

Interfund Transfers

	Transfer In
Transfers Out:	Debt Service Funds
Special Revenue Funds:	
Low and Moderate Income Housing	<u><u>\$ 802,287</u></u>

Interfund transfers were primarily used to move receipts to the Community Development Commission Debt Service Fund from the Low and Moderate Income Housing Fund to create a reserve for the future payment of various loans.

City of Escondido Community Development Commission
Notes to the Basic Financial Statements (Continued)
June 30, 2010

5. Interfund Transfers and Advances (Continued)

Interfund Advances:

Advance To:	Advance From Low and Moderate Income Housing
Community Development Commission Debt Service Fund	\$ 3,399,292

The Low and Moderate Income Housing Fund entered into non-interest bearing agreements with the Community Development Commission Debt Service Fund for advances totaling \$3,399,292 for the Educational Revenue Augmentation Fund payments made for fiscal years 2003-2004 through 2005-2006.

6. Capital Assets

Changes in capital assets during the year ended June 30, 2010, were as follows:

	Balance at July 1, 2009	Increases	Decreases	Balance at June 30, 2010
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 2,766,714	\$	\$	\$ 2,766,714
Capital assets, being depreciated:				
Land improvements	139,295			139,295
Buildings and improvements	82,080,470			82,080,470
Machinery and equipment	276,473			276,473
Total capital assets, being depreciated	82,496,238			82,496,238
Less accumulated depreciation:				
Land improvements	(139,295)			(139,295)
Buildings and improvements	(38,432,421)	(2,736,016)		(41,168,437)
Machinery and equipment	(276,473)			(276,473)
Total accumulated depreciation	(38,848,189)	(2,736,016)		(41,584,205)
Total capital assets, being depreciated, net	43,648,049	(2,736,016)		40,912,033
Governmental activities capital assets, net	\$ 46,414,763	\$ (2,736,016)	\$	\$ 43,678,747

Depreciation of \$2,736,016 was charged to community development.

City of Escondido Community Development Commission
Notes to the Basic Financial Statements (Continued)
June 30, 2010

7. Long-Term Liabilities

The following is a summary of changes in long-term liabilities for the year ended June 30, 2010:

	Balance at June 30, 2009	Additions/ Accretion	Deletions	Balance at June 30, 2010	Due within One Year	Due Beyond One Year
Tax Allocation Bonds:						
January 1992	\$ 3,554,556	\$ 232,016	\$	\$ 3,786,572	\$	\$ 3,786,572
March 1993	2,055,000		(2,055,000)			
Lease Revenue Bonds:						
December 2001	7,465,000		(2,395,000)	5,070,000	2,490,000	2,580,000
January 2007A	40,025,000		(2,205,000)	37,820,000	3,815,000	34,005,000
January 2007B	16,525,000		(930,000)	15,595,000	1,600,000	13,995,000
Loans payable	16,251,439		(118,787)	16,132,652		16,132,652
Employee leave benefits payable	90,795	54,850	(63,417)	82,228	8,223	74,005
Totals	<u>\$ 85,966,790</u>	<u>\$ 286,866</u>	<u>\$ (7,767,204)</u>	<u>78,486,452</u>	<u>\$ 7,913,223</u>	<u>\$ 70,573,229</u>
				Unamortized bond premium	1,769,094	
				Unamortized loss on refunding	(346,162)	
				Totals	<u>\$ 79,909,384</u>	

Tax Allocation Bonds:

In January 1992, the Escondido Joint Powers Financing Authority issued \$35,986,152 Revenue Bonds Series 1992 for the purpose of making a loan to the Commission. In December 2001, the Commission issued \$22,420,000 Revenue Bonds to advance refund \$23,585,000 of the bonds. The remaining bonds consist of capital appreciation bonds in the initial amounts of \$612,259 and \$568,893 due on September 1, 2012 and September 1, 2013, respectively, in the accreted amounts of \$2,240,000 each. The outstanding balance at June 30, 2010, includes \$2,605,420 of accreted value of the capital appreciation bonds. The outstanding balance at June 30, 2010, is \$3,786,572. Unamortized bond premium was \$32,860 at June 30, 2010.

In March 1993, the Escondido Joint Powers Financing Authority issued \$24,790,000 Revenue Bonds Series 1993A for the purpose of making a loan (advance) to the Commission. Principal is due annually in amounts ranging from \$1,050,000 to \$2,055,000 on September 1 of each year through the year 2009. Interest is payable semiannually on March 1 and September 1 of each year commencing September 1, 1993 at rates ranging from 3.00% to 5.20%. The bonds were paid in full as of June 30, 2010.

Lease Revenue Bonds

In December 2001, the Commission issued \$22,420,000 of Lease Revenue Bonds to refund \$22,005,000 of the 1992 Certificates of Participation which were issued to refund certain certificates of participation originally issued by the City of Escondido in 1986 to finance a portion of the construction of the City Hall. The Bonds are due in annual installments from 2002 through 2011, with interest rates ranging from 3% to 3.7% and annual installments of \$1,970,000 to \$2,580,000. The outstanding balance at June 30, 2010, is \$5,070,000. Unamortized bond deferred charges were \$38,096 at June 30, 2010.

City of Escondido Community Development Commission
Notes to the Basic Financial Statements (Continued)
June 30, 2010

7. Long-Term Liabilities (Continued)

In January 2007, the Escondido Joint Powers Financing Authority issued \$40,025,000 2007A Lease Revenue Refunding Bonds and \$16,525,000 2007B Taxable Lease Revenue Refunding Bonds to refund the 1995 Certificates of Participation (COP) Lease Revenue Bonds, originally issued in the principal amount of \$51,385,757 to provide financing for the Civic Center construction project. As a result, the 1995 COP is considered to be defeased and the respective liability has been removed from the statement of net assets.

The 2007A Lease Revenue Refunding Bonds bear interest rates between 3.75% to 5% payable semiannually on March 1 and September 1 of each year. The 2007A Lease Revenue Refunding Bonds mature between September 1, 2009 and September 1, 2018, in amounts ranging from \$2,205,000 to \$5,025,000. The 2007B Taxable Lease Revenue Refunding Bonds mature on September 1, 2018 at 5.53% rate. The 2007B bonds are subject to mandatory redemption from a sinking fund account in amounts ranging from \$930,000 to \$2,045,000 commencing September 1, 2009. Both 2007A and 2007B bonds are subject to mandatory redemption as a whole or in part on any date without premium, from unused insurance or condemnation proceed as described in the bond covenants. The reserve for 2007A and 2007B bonds was in the form of a surety bond and is fully funded. The outstanding balance at June 30, 2010, is \$53,445,000. Unamortized bond premium and loss on defeasance was \$1,736,234 and \$346,162, respectively, at June 30, 2010. Unamortized bond deferred charges were \$748,171 at June 30, 2010.

Employee Leave Benefits Payable

The Commission's policies relating to employee leave benefits are described in Note 1. This liability will be paid in future years from future resources primarily from the Low and Moderate Income Housing Fund. The balance at June 30, 2010, is \$82,228.

Loans Payable

The Commission and the City have entered into a cooperative agreement to loan the Commission monies for general operations and authorized development activities. The agreement specifies that the loan will be reimbursed to the City from whatever revenues the Commission possesses, or is entitled to, including future tax increment funds. Interest was accrued at 6.78% per annum through February 1989, on funds the Commission expended for authorized purposes. Subsequent to February 1989, the interest accrued to the City was one percent plus the average annual AA Municipal General Obligation Bond rate for a twenty-year bond. Accrued interest on the loan from the City of Escondido amounting to \$21,782,374 is not reflected in the accompanying financial statements, as payment is contingent upon the availability of tax increment. The balance at June 30, 2010, is \$10,032,652.

In 2002, 2004, 2006 and 2008, the Commission of the City of Escondido received loans from the California Housing Finance Agency. The proceeds of the loans were used to finance the property acquisitions for the projects of Washington Plaza Apartments, Trinity Apartments, Brotherton, Las Ventanas, and SoCal Housing. The term of the loans are ten years with an annual interest rate of 3%. Payment is deferred for the term of the loans. The balance at June 30, 2010, is \$6,100,000.

City of Escondido Community Development Commission
Notes to the Basic Financial Statements (Continued)
June 30, 2010

7. Long-Term Liabilities (Continued)

Debt to Maturity Schedule

The annual requirements to amortize the tax allocation bonds and the lease revenue bonds, including accreted values, are as follows: (in thousands)

Year Ending June 30	Bonds*		Revenue Bonds	
	Principal	Interest	Principal	Interest
2011	\$	\$	\$ 7,905	\$ 2,680
2012			8,320	2,345
2013	2,240		6,715	2,000
2014	2,240		3,475	1,742
2015			5,785	1,503
2016-2019			26,285	2,793
Total	<u>\$ 4,480</u>	<u>\$</u>	<u>\$ 58,485</u>	<u>\$ 13,063</u>

*The above totals include capital appreciation of \$693,428 that will be accrued in future years.

Pledged Revenue

The Commission has outstanding debt issuances that are collateralized by pledged tax increment revenue. The term of the commitment of pledged revenues and the purposes for which the proceeds of these debt issuances were utilized are disclosed in the debt descriptions provided herein. The amount of the remaining commitment of the pledge is equal to the amount of the remaining debt service to maturity of the related debt issuances as disclosed above. For the current year, debt service payments as a percentage of the pledged revenue is indicated in the table below.

Description of Pledged Revenue	Annual Amount of Pledged Revenue (net of expenses, where required)	Annual Debt Service Payments (of all debt secured by this revenue)	Debt Service as a Percentage of Pledged Revenue
Tax increment revenue	\$ 16,045,738	\$ 2,108,430	13%
Loan repayment revenue	8,482,506	8,482,506	100%

Prior Year Defeasance of Long-Term Debt

In prior years, the Commission defeased certain certificates of participation and tax allocation bonds by placing the proceeds of refunding the debt issues in an irrevocable trust to provide for all future debt service payments on the old debt issues. Accordingly, the trust account assets and the liability for the defeased debt issues are not included in the Commission's financial statements. As of June 30, 2010, \$9,455,000 of bonds outstanding are considered defeased.

City of Escondido Community Development Commission
Notes to the Basic Financial Statements (Continued)
June 30, 2010

8. Insurance

The Commission is covered under the City of Escondido's insurance policies. Therefore, the limitation and self-insured retentions applicable to the City of Escondido also apply to the Commission. Additional information as to coverage and self-insured retentions can be obtained by contacting the City.

9. SERAF Shift for fiscal year 2009-2010 and 2010-2011

On July 23, 2009, the State adopted legislation, requiring a shift of monies during fiscal years 2009-2010 and 2010-2011 to be deposited into the County "Supplemental" Educational Revenue Augmentation Fund (SERAF). These monies were to be distributed to meet the State's Prop 98 obligations to schools. The California Redevelopment Association (CRA) and its member agencies filed a legal action in an attempt to stop these amounts from having to be paid; however, in May 2010 the Sacramento Superior Court upheld the legislation. This decision is in the process of being appealed by CRA and its member agencies.

The payment of the SERAF was due on May 10, 2010, for fiscal year 2009-2010 and it was made in the amount of \$8,556,226. The legislation allowed this payment to be made from any available monies present in the project area.

To accomplish the payment, the Commission utilized \$8,556,226 from its available reserves. It is estimated that the Agency's share of the SERAF shift for fiscal year 2010-2011 will amount to approximately \$1,759,878 and this amount will be payable in May 2011 if the appeal is not successful.

10. Other Commitments

In June 2010, the City entered into an Amended and Restated Disposition and Development Agreement for the Downtown Hotel and Conference Center Project. The project is expected to cost a total of \$69,799,250, of which the Commission will contribute cash in the amount of \$10,718,000. \$6,100,000 of this amount will be paid upon completion of the parking garage shell and \$4,618,000 will be provided as final funds to complete the project. In addition, the City will be providing approximately \$1.98 million in off-site improvements. As of June 30, 2010, the project had not begun and no payments on this agreement have been made.

11. Net Asset Restatements

Net assets were restated by \$2,863,287 to record accrued interest on loans receivable not properly accrued in prior years.

12. Subsequent Events

On September 17, 2010, the Commission purchased three vacant lots for \$607,576 with the intent to turn them into parking lots within the redevelopment project area.

REQUIRED SUPPLEMENTARY INFORMATION

**City of Escondido Community Development Commission
Low and Moderate Income Housing Special Revenue Fund
Budgetary Comparison Schedule
For the Fiscal Year Ended June 30, 2010**

	Budgeted Amounts		Actual	Variance Over (Under)
	Original	Final		
Revenues:				
Tax increment	\$ 4,867,975	\$ 4,867,975	\$ 4,965,758	\$ 97,783
Intergovernmental		1,309,830	493,794	(816,036)
Lease income	57,200	57,200	47,609	(9,591)
Investment income	75,000	75,000	366,486	291,486
Miscellaneous			14,573	14,573
Total Revenues	<u>5,000,175</u>	<u>6,310,005</u>	<u>5,888,220</u>	<u>(421,785)</u>
Expenditures:				
Community development:				
Low and moderate housing	1,218,615	1,340,350	1,087,016	(253,334)
Mobile home management	44,260	44,260	29,670	(14,590)
Rental subsidy	285,000	285,000	287,750	2,750
Total Expenditures	<u>1,547,875</u>	<u>1,669,610</u>	<u>1,404,436</u>	<u>(265,174)</u>
Excess of Revenues Over Expenditures	<u>3,452,300</u>	<u>4,640,395</u>	<u>4,483,784</u>	<u>(156,611)</u>
Other Financing (Uses):				
Transfers out		(802,287)	(802,287)	
Net Change in Fund Balance	3,452,300	3,838,108	3,681,497	(156,611)
Fund Balance - Beginning of Year	<u>39,901,690</u>	<u>39,901,690</u>	<u>39,901,690</u>	
Fund Balance - End of Year	<u>\$ 43,353,990</u>	<u>\$ 43,739,798</u>	<u>\$ 43,583,187</u>	<u>\$ (156,611)</u>

City of Escondido Community Development Commission
Notes to the Required Supplementary Information
For the Fiscal Year Ended June 30, 2010

A. Budgetary Data

The Commission adopts an annual budget prepared on the modified accrual basis for the Special Revenue and Debt Service Funds. The Fiscal Officer is required to prepare and submit to the Commission Board of Directors the annual budget of the Commission and administer it after adoption. Any revisions after that alter the total appropriations of the fund must be approved by the Board of Directors. Prior year appropriations lapse unless they are encumbered at year-end or re-appropriated through the formal budget process.

SUPPLEMENTARY INFORMATION

**City of Escondido Community Development Commission
Community Development Commission Debt Service Fund
Budgetary Comparison Schedule
For the Fiscal Year Ended June 30, 2010**

	Final Budget Amount	Actual	Variance Over (Under)
Revenues:			
Tax increment	\$ 19,471,900	\$ 19,863,033	\$ 391,133
Investment income	520,000	626,569	106,569
Miscellaneous	1,671,224	1,671,224	
Total Revenues	<u>21,663,124</u>	<u>22,160,826</u>	<u>497,702</u>
Expenditures:			
Community development	14,660	32,412	17,752
Debt service:			
Principal retirements	7,703,790	7,703,787	(3)
Interest and fiscal charges	3,234,370	3,303,540	69,170
SERAF payment	8,556,226	8,556,226	
Agency tax sharing agreement	4,001,085	3,817,295	(183,790)
Total Expenditures	<u>23,510,131</u>	<u>23,413,260</u>	<u>(96,871)</u>
(Deficiency) of Revenues Over Expenditures	<u>(1,847,007)</u>	<u>(1,252,434)</u>	<u>594,573</u>
Other Financing Sources:			
Transfers in	802,287	802,287	
Net Change in Fund Balance	(1,044,720)	(450,147)	594,573
Fund Balance - Beginning of Year	<u>30,607,711</u>	<u>30,607,711</u>	
Fund Balance - End of Year	<u>\$ 29,562,991</u>	<u>\$ 30,157,564</u>	<u>\$ 594,573</u>

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Compliance Section

- Brandon W. Burrows, CPA
- Donald L. Parker, CPA
- Michael K. Chu, CPA
- David E. Hale, CPA, CFP
A Professional Corporation
- Donald G. Slater, CPA
- Richard K. Kikuchi, CPA
- Susan F. Matz, CPA
- Shelly K. Jackley, CPA

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
of the City of Escondido Community Development Commission
Escondido, California

We have audited the financial statements of the governmental activities and each major fund of the City of Escondido Community Development Commission (the Commission), as of and for the year ended June 30, 2010, which collectively comprise the Commission's basic financial statements and have issued our report thereon dated November 23, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Commission's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Commission's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.



To the Board of Directors
of the City of Escondido Community Development Commission
Escondido, California

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements of the Commission are free of material misstatements, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. Such provisions included those provisions of laws and regulations identified in the Guidelines for Compliance Audits of California Redevelopment Agencies, issued by the State Controller and as interpreted in the Suggested Auditing Procedures for Accomplishing Compliance Audits of California Redevelopment Agencies, issued by the Governmental Accounting and Auditing Committee of the California Society of Certified Public Accountants. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* issued by the Comptroller General of the United States and under the Guidelines for Compliance Audits of California Redevelopment Agencies, issued by the State Controller.

This report is intended for the information of the audit committee, management, Board of Directors and the State Controller. However, this report is a matter of public record and its distribution is not limited.

Lane, Soll & Loughard, LLP

November 23, 2010

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

General Information

Fiscal Year **2010**

Members of the Governing Body			
	Last Name	First Name	Middle Initial
Chairperson	Pfeiler	Lori	H
Member	Daniels	Dick	
Member	Waldron	Marie	
Member	Abed	Sam	
Member	Diaz	Olga	
Member			
Member			
Member			
Member			
Member			
Member			

Mailing Address

Street 1 201 North Broadway

Street 2

City Escondido State CA Zip 92025-

Phone (760) 839-4676 Is Address Changed?

Agency Officials				
	Last Name	First Name	Middle Initial	Phone
Executive Director	Phillips	Clayton		(760) 839-4577
Fiscal Officer	Rojas	Gilbert		(760) 839-4322
Secretary	Whalen	Marsha		(760) 839-4560

Report Prepared By	
Firm Name	Lance, Soll & Lunghard, LLP
Last	Culver
First	Kelly
Middle Initial	A
Street	41185 Golden Gate Circle, Suite 103
City	Murrieta
State	CA
Zip Code	92562-
Phone	(951) 304-2728

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Community Development Commission Of The City Of Escondido Redevelopment Agencies Financial Transactions Report

Achievement Information (Unaudited)

Fiscal Year 2010

Indicate Only Those Achievements Completed During the Fiscal Year of this Report as a Direct Result of the Activities of the Redevelopment Agency.

Please provide a description of the agency's activities/accomplishments during the past year.

(Please be specific, as this information will be the basis for possible inclusion in the publication.)

Activity Report

Through a combination of state, federal, and other public and private resources, the City of Escondido has an opportunity to implement various housing programs benefiting low- and moderate-income households. These programs are designed to provide decent and safe housing by creating suitable environments for residents of low- and moderate-income.

The 20% tax increment Redevelopment Set-Aside Funds are Escondido's most significant local resource for affordable housing redevelopment activities, including acquisition, new construction, rehabilitation, rental assistance, and first-time homebuyer assistance for the City.

In Fiscal Year 2009-2010, Set-Aside funds were allocated for several affordable housing opportunities such as a mobilehome and apartment rental subsidy program for seniors and those with disabilities (275 households assisted); a first-time homebuyer program for low to moderate-income households (65 households assisted); administration of mortgage credit certificates (7 households assisted); and a rehabilitation loan program, which assists owner-occupants of mobilehomes and single-family residences to make needed repairs and improvements to their homes (13 households assisted).

Redevelopment Set-Aside funds were also utilized for the acquisition of property and the development of several affordable housing projects. By allocating present and future affordable housing funds, resources have been leveraged for The Crossings at Escondido, a significant redevelopment project consisting of 55 multi-family rental units on Mission Grove Place, formerly Elder Place. The project consists of 17 three- and four-bedroom units and 38 two-bedroom units affordable to households earning between 30 and 60% of the area median income. On June 23, 2010, groundbreaking was held. The City has leveraged a total of \$9,500,000

	Square Footage Completed	
	New Construction	Rehabilitated
Commercial Buildings	18,169	380,881
Industrial Buildings	77,769	5,000
Public Buildings	36,000	0
Other Buildings	16,558	15,831
Total Square Footage	148,496	401,712

Enter the amount of square footage completed this year by building type and segregated by new or rehabilitated construction.

Enter the Number of Jobs Created from the Activities of the Agency

E

Types Completed
A=Utilities B=Recreation C=Landscaping D=Sewer/ Storm E=Streets/ Roads F=Bus/Transit

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Achievement Information (Unaudited)

of Set-Aside funds for acquisition and development of the \$27,900,000 project. A combination of funding also has been utilized in the development of Juniper Senior Village, a 61-unit senior development located in the Redevelopment Area. The project will be affordable to seniors with incomes of 30-60% AMI. On May 19, 2010, the Escondido Community Development Commission (CDC) unanimously approved an increase in the funding commitment for the development of Juniper Senior Village, by allocating up to \$500,000 in additional Set-Aside Funds (for a total of \$5,500,000). It is anticipated that Juniper Senior Village will be complete in Spring, 2011.

During the year, the demolition and reconstruction of Fire Station #1 was successfully completed - 36,000 feet. During FY 2009-2010, the City of Escondido and the Community Development Commission (CDC) acquired several additional properties which will be used to provide affordable housing in the future; they include:

On June 11, 2010, the City of Escondido acquired a parcel in the Redevelopment Area, addressed as 201 South Pine Street/502 West 2nd Avenue, with Neighborhood Stabilization Program (NSP) funds.

On December 24, 2009, the City of Escondido purchased vacant property in the Redevelopment Area, at 1282 North Broadway, with NSP funds.

On April 28, 2010, the CDC purchased vacant property on North Elm Street (APN 230-103-22) using Set-Aside funds. This site is located outside the Redevelopment Area, but it is expected to be joined with an adjacent property acquired with Neighborhood Stabilization Program (NSP) funds to accommodate approximately 15 units of affordable housing, revitalizing a severely declining area.

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Audit Information

Fiscal Year

2010

Was the Report Prepared from Audited Financial Data, and Did You Submit a Copy of the Audit?

Yes

Indicate Financial Audit Opinion

Unqualified

If Financial Audit is not yet Completed, What is the Expected Completion Date?

If the Audit Opinion was Other than Unqualified, State Briefly the Reason Given

Was a Compliance Audit Performed in Accordance with Health and Safety Code Section 33080.1 and the State Controller's Guidelines for Compliance Audits, and Did You Submit a Copy of the Audit?

Yes

Indicate Compliance Audit Opinion

Unqualified

If Compliance Audit is not yet Completed, What is the Expected Completion Date?

If compliance opinion includes exceptions, state the areas of non-compliance, and describe the agency's efforts to correct.

none

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Project Area Report

Fiscal Year 2010

Project Area Name

Escondido Project Area

Please Provide a Brief Description of the Activities for this Project Area During the Reporting Year.

Activity Report

Through a combination of state, federal, and other public and private resources, the City of Escondido has an opportunity to implement various housing programs benefitting low- and moderate-income households. These programs are designed to provide decent and safe housing by creating suitable environments for residents of low- and moderate-income.

The 20% tax increment Redevelopment Set-Aside Funds are Escondido's most significant local resource for affordable housing redevelopment activities, including acquisition, new construction, rehabilitation, rental assistance, and first-time homebuyer assistance for the City.

In Fiscal Year 2009-2010, Set-Aside funds were allocated for several affordable housing opportunities such as a mobilehome and apartment rental subsidy program for seniors and those with disabilities (275 households assisted); a first-time homebuyer program for low to moderate-income households (65

Forwarded from Prior Year ?	<input type="checkbox"/> Yes
Enter Code for Type of Project Area Report	<input type="checkbox"/> P
P = Standard Project Area Report	A = Administrative Fund
L = Low and Moderate Income Housing Fund	M = Mortgage Revenue Bond Program
O = Other Miscellaneous Funds or Programs	S = Proposed (Survey) Project Area
Does the Plan Include Tax Increment Provisions?	<input type="checkbox"/> Yes
Date Project Area was Established (MM-DD-YY)	12/19/1984
Most Recent Date Project Area was Amended	
Did this Amendment Add New Territory?	
Most Recent Date Project Area was Merged	
Will this Project Area be Carried Forward to Next Year?	<input type="checkbox"/> Yes
Established Time Limit :	
Repayment of Indebtedness (Year Only)	2035
Effectiveness of Plan (Year Only)	2025
New Indebtedness (Year Only)	
Size of Project Area in Acres	3,161
Percentage of Land Vacant at the Inception of the Project Area <i>Health and Safety Code Section 33320.1 (xx.x%)</i>	6.0
Percentage of Land Developed at the Inception of the Project Area <i>Health and Safety Code Section 33320.1 (xx.x%)</i>	94.0
Objectives of the Project Area as Set Forth in the Project Area Plan <i>(Enter the Appropriate Code(s) in Sequence as Shown)</i>	RIC

R = Residential I = Industrial C = Commercial P = Public O = Other

**Community Development Commission Of The City Of Escondido
 Redevelopment Agencies Financial Transactions Report**

Assessed Valuation Data

Fiscal Year 2010

Project Area Name	Escondido Project Area
Frozen Base Assessed Valuation	600,585,666
Increment Assessed Valuation	2,386,006,255
Total Assessed Valuation	2,986,591,921

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Pass-Through / School District Assistance

Fiscal Year 2010

Project Area Name Escondido Project Area

Amounts Paid To Taxing Agencies Pursuant To:

	H & S Code Section 33401	H & S Code Section 33676	H & S Code Section 33607	Total	Other Payments H & S Code Section 33445	H & S Code Section 33445.5
--	-----------------------------	-----------------------------	-----------------------------	-------	---	-------------------------------

County	3,441,271			\$3,441,271		
Cities	309,510			\$309,510		
School Districts				\$0		
Community College District				\$0		
Special Districts	66,514			\$66,514		
Total Paid to Taxing Agencies	\$3,817,295	\$0	\$0	\$3,817,295	\$0	\$0

Net Amount to Agency				\$21,011,496		
Gross Tax Increment Generated				24,828,791		

**Community Development Commission Of The City Of Escondido
 Redevelopment Agencies Financial Transactions Report**

Summary of the Statement of Indebtedness - Project Area

Fiscal Year 2010

Project Area Name	Escondido Project Area
Tax Allocation Bond Debt	4,480,000
Revenue Bonds	71,551,454
Other Long Term Debt	
City/County Debt	33,524,230
Low and Moderate Income Housing Fund	43,608,453
Other	94,111,707
Total	\$247,275,844
Available Revenues	28,746,420
Net Tax Increment Requirements	\$218,529,424

**Community Development Commission Of The City Of Escondido
 Redevelopment Agencies Financial Transactions Report**

Agency Long-Term Debt

Fiscal Year

Project Area Name

Forward from Prior Year	Yes
Bond Type	City/County Debt
Year of Authorization	1985
Principal Amount Authorized	13,934,365
Principal Amount Issued	13,934,365
Purpose of Issue	General Operation
Maturity Date Beginning Year	1985
Maturity Date Ending Year	2024
Principal Amount Unmatured Beginning of Fiscal Year	\$10,032,652
Adjustment Made During Year	
Adjustment Explanation	
Interest Added to Principal	
Principal Amount Issued During Fiscal Year	
Principal Amount Matured During Fiscal Year	
Principal Amount Deceased During Fiscal Year	
Principal Amount Unmatured End of Fiscal Year	\$10,032,652
Principal Amount In Default	
Interest In Default	

Bond Types Allowed:
 Tax Allocation Bonds; Revenue Bonds; Certificates of Participation; Tax Allocation Notes; Financing Authority Bonds; City/County Debt; US;State;
 Loans; Lease Obligations; Notes; Deferred Pass-Throughs; Deferred Compensation; Other

Community Development Commission Of The City Of Escondido

Redevelopment Agencies Financial Transactions Report

Agency Long-Term Debt

Fiscal Year

Project Area Name

Forward from Prior Year	Yes
Bond Type	Loans
Year of Authorization	1992
Principal Amount Authorized	1,000,000
Principal Amount Issued	1,000,000
Purpose of Issue	Property Purchase
Maturity Date Beginning Year	1995
Maturity Date Ending Year	2009
Principal Amount Unmatured Beginning of Fiscal Year	\$118,788
Adjustment Made During Year	
Adjustment Explanation	
Interest Added to Principal	
Principal Amount Issued During Fiscal Year	
Principal Amount Matured During Fiscal Year	118,788
Principal Amount Defeased During Fiscal Year	
Principal Amount Unmatured End of Fiscal Year	\$0
Principal Amount in Default	
Interest In Default	

Bond Types Allowed:
 Tax Allocation Bonds; Revenue Bonds; Certificates of Participation; Tax Allocation Notes; Financing Authority Bonds; City/County Debt; US;State;
 Loans; Lease Obligations; Notes; Deferred Pass-Throughs; Deferred Compensation; Other

**Community Development Commission Of The City Of Escondido
 Redevelopment Agencies Financial Transactions Report**

Agency Long-Term Debt

Fiscal Year

Project Area Name

Forward from Prior Year	<input type="text" value="Yes"/>
Bond Type	<input type="text" value="Loans"/>
Year of Authorization	<input type="text" value="2001"/>
Principal Amount Authorized	<input type="text" value="6,100,000"/>
Principal Amount Issued	<input type="text" value="6,100,000"/>
Purpose of Issue	<input type="text" value="Acquisition/Rehabilitation of the Washington Plaza Apartments"/>
Maturity Date Beginning Year	<input type="text" value="2011"/>
Maturity Date Ending Year	<input type="text" value="2015"/>
Principal Amount Unmatured Beginning of Fiscal Year	<input type="text" value="\$6,100,000"/>
Adjustment Made During Year	<input type="text"/>
Adjustment Explanation	<input type="text"/>
Interest Added to Principal	<input type="text"/>
Principal Amount Issued During Fiscal Year	<input type="text"/>
Principal Amount Matured During Fiscal Year	<input type="text"/>
Principal Amount Defeased During Fiscal Year	<input type="text"/>
Principal Amount Unmatured End of Fiscal Year	<input type="text" value="\$6,100,000"/>
Principal Amount In Default	<input type="text"/>
Interest In Default	<input type="text"/>

Bond Types Allowed:

Tax Allocation Bonds; Revenue Bonds; Certificates of Participation; Tax Allocation Notes; Financing Authority Bonds; City/County Debt; US; State; Loans; Lease Obligations; Notes; Deferred Pass-Throughs; Deferred Compensation; Other

Community Development Commission Of The City Of Escondido

Redevelopment Agencies Financial Transactions Report

Agency Long-Term Debt

Fiscal Year

Project Area Name

Forward from Prior Year	<input type="text" value="Yes"/>
Bond Type	<input type="text" value="Other"/>
Year of Authorization	<input type="text" value="1985"/>
Principal Amount Authorized	<input type="text" value="90,793"/>
Principal Amount Issued	<input type="text" value="90,793"/>
Purpose of Issue	<input type="text" value="Employee Benefits"/>
Maturity Date Beginning Year	<input type="text" value="1985"/>
Maturity Date Ending Year	<input type="text" value="2024"/>
Principal Amount Unmatured Beginning of Fiscal Year	<input type="text" value="\$90,793"/>
Adjustment Made During Year	<input type="text" value="-8,565"/>
Adjustment Explanation	<input type="text"/>
Interest Added to Principal	<input type="text"/>
Principal Amount Issued During Fiscal Year	<input type="text"/>
Principal Amount Matured During Fiscal Year	<input type="text"/>
Principal Amount Defeased During Fiscal Year	<input type="text"/>
Principal Amount Unmatured End of Fiscal Year	<input type="text" value="\$82,228"/>
Principal Amount In Default	<input type="text"/>
Interest In Default	<input type="text"/>

Bond Types Allowed:

Tax Allocation Bonds; Revenue Bonds; Certificates of Participation; Tax Allocation Notes; Financing Authority Bonds; City/County Debt; US; State; Loans; Lease Obligations; Notes; Deferred Pass-Throughs; Deferred Compensation; Other

Community Development Commission Of The City Of Escondido

Redevelopment Agencies Financial Transactions Report

Agency Long-Term Debt

Fiscal Year

Project Area Name

Forward from Prior Year	<input type="text"/>	Yes
Bond Type	Revenue Bonds	
Year of Authorization	2001	
Principal Amount Authorized	22,420,000	
Principal Amount Issued	22,420,000	
Purpose of Issue	Refund of 1992 COP/Tax Allocation Bonds	
Maturity Date Beginning Year	2002	
Maturity Date Ending Year	2011	
Principal Amount Unmatured Beginning of Fiscal Year	\$7,465,000	
Adjustment Made During Year		
Adjustment Explanation		
Interest Added to Principal		
Principal Amount Issued During Fiscal Year		
Principal Amount Matured During Fiscal Year	2,395,000	
Principal Amount Defeased During Fiscal Year		
Principal Amount Unmatured End of Fiscal Year	\$5,070,000	
Principal Amount In Default		
Interest In Default		

Bond Types Allowed:
 Tax Allocation Bonds; Revenue Bonds; Certificates of Participation; Tax Allocation Notes; Financing Authority Bonds; City/County Debt; US; State; Loans; Lease Obligations; Notes; Deferred Pass-Throughs; Deferred Compensation; Other

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Agency Long-Term Debt

Fiscal Year **Project Area Name**

Forward from Prior Year	Yes
Bond Type	Revenue Bonds
Year of Authorization	2007
Principal Amount Authorized	40,025,000
Principal Amount Issued	40,025,000
Purpose of Issue	Refund 1995 COP Lease Revenue Bonds
Maturity Date Beginning Year	2009
Maturity Date Ending Year	2018
Principal Amount Unmatured Beginning of Fiscal Year	\$40,025,000
Adjustment Made During Year	
Adjustment Explanation	
Interest Added to Principal	
Principal Amount Issued During Fiscal Year	
Principal Amount Matured During Fiscal Year	2,205,000
Principal Amount Defeased During Fiscal Year	
Principal Amount Unmatured End of Fiscal Year	\$37,820,000
Principal Amount In Default	
Interest In Default	

Bond Types Allowed:
 Tax Allocation Bonds; Revenue Bonds; Certificates of Participation; Tax Allocation Notes; Financing Authority Bonds; City/County Debt; US; State;
 Loans; Lease Obligations; Notes; Deferred Pass-Throughs; Deferred Compensation; Other

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Agency Long-Term Debt

Fiscal Year **Project Area Name**

Forward from Prior Year	Yes
Bond Type	Revenue Bonds
Year of Authorization	2007
Principal Amount Authorized	16,525,000
Principal Amount Issued	16,525,000
Purpose of Issue	Taxable - Refund 1995 COP Lease Revenue Bonds
Maturity Date Beginning Year	2009
Maturity Date Ending Year	2018
Principal Amount Unmatured Beginning of Fiscal Year	\$16,525,000
Adjustment Made During Year	
Adjustment Explanation	
Interest Added to Principal	
Principal Amount Issued During Fiscal Year	
Principal Amount Matured During Fiscal Year	930,000
Principal Amount Deceased During Fiscal Year	
Principal Amount Unmatured End of Fiscal Year	\$15,595,000
Principal Amount In Default	
Interest In Default	

Bond Types Allowed:
 Tax Allocation Bonds; Revenue Bonds; Certificates of Participation; Tax Allocation Notes; Financing Authority Bonds; City/County Debt; US; State;
 Loans; Lease Obligations; Notes; Deferred Pass-Throughs; Deferred Compensation; Other

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Agency Long-Term Debt

Fiscal Year Project Area Name

Forward from Prior Year	Yes
Bond Type	Tax Allocation Bonds
Year of Authorization	1992
Principal Amount Authorized	4,859,412
Principal Amount Issued	4,859,412
Purpose of Issue	Capital Expenditures
Maturity Date Beginning Year	1992
Maturity Date Ending Year	2013
Principal Amount Unmatured Beginning of Fiscal Year	\$3,554,557
Adjustment Made During Year	
Adjustment Explanation	
Interest Added to Principal	232,016
Principal Amount Issued During Fiscal Year	
Principal Amount Matured During Fiscal Year	
Principal Amount Defeased During Fiscal Year	
Principal Amount Unmatured End of Fiscal Year	\$3,786,573
Principal Amount In Default	
Interest In Default	

Bond Types Allowed:
 Tax Allocation Bonds; Revenue Bonds; Certificates of Participation; Tax Allocation Notes; Financing Authority Bonds; City/County Debt; US; State;
 Loans; Lease Obligations; Notes; Deferred Pass-Throughs; Deferred Compensation; Other

**Community Development Commission Of The City Of Escondido
 Redevelopment Agencies Financial Transactions Report**

Agency Long-Term Debt

Fiscal Year **Project Area Name**

Forward from Prior Year	Yes
Bond Type	Tax Allocation Bonds
Year of Authorization	1993
Principal Amount Authorized	24,790,000
Principal Amount Issued	24,790,000
Purpose of Issue	To Refinance 1989 TAB
Maturity Date Beginning Year	1993
Maturity Date Ending Year	2009
Principal Amount Unmatured Beginning of Fiscal Year	\$2,055,000
Adjustment Made During Year	
Adjustment Explanation	
Interest Added to Principal	
Principal Amount Issued During Fiscal Year	
Principal Amount Matured During Fiscal Year	2,055,000
Principal Amount Defeased During Fiscal Year	
Principal Amount Unmatured End of Fiscal Year	\$0
Principal Amount In Default	
Interest In Default	

Bond Types Allowed:
 Tax Allocation Bonds; Revenue Bonds; Certificates of Participation; Tax Allocation Notes; Financing Authority Bonds; City/County Debt; US;State; Loans; Lease Obligations; Notes; Deferred Pass-Throughs; Deferred Compensation; Other

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Statement of Income and Expenditures - Revenues

Fiscal Year 2010

Project Area Name Escondido Project Area

	Capital Project Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	Total
Tax Increment Gross <i>(Include All Apportionments)</i>		19,863,033	4,965,758		\$24,828,791
Special Supplemental Subvention					\$0
Property Assessments					\$0
Sales and Use Tax					\$0
Transient Occupancy Tax					\$0
Interest Income	1,197	626,569	366,486		\$994,252
Rental Income					\$0
Lease Income			47,609		\$47,609
Sale of Real Estate					\$0
Gain on Land Held for Resale					\$0
Federal Grants			493,794		\$493,794
Grants from Other Agencies					\$0
Bond Administrative Fees					\$0
Other Revenues		1,671,224	14,573		\$1,685,797
Total Revenues	\$1,197	\$22,160,826	\$5,888,220	\$0	\$28,050,243

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Statement of Income and Expenditures - Expenditures

Fiscal Year 2010 Project Area Name Escondido Project Area

	Capital Project Funds	Debt Service Funds	Low/Moderate Income Housing	Special Revenue/Other	Total
Administration Costs		18,261	434,678		\$452,939
Professional Services		14,151			\$14,151
Planning, Survey, and Design					\$0
Real Estate Purchases					\$0
Acquisition Expense					\$0
Operation of Acquired Property			50,872		\$50,872
Relocation Costs					\$0
Relocation Payments					\$0
Site Clearance Costs					\$0
Project Improvement / Construction Costs					\$0
Disposal Costs					\$0
Loss on Disposition of Land Held for Resale					\$0

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Statement of Income and Expenditures - Expenditures

Fiscal Year 2010 **Project Area Name** Escondido Project Area

	Capital Project Funds	Debt Service Funds	Low/Moderate Income Housing	Special Revenue/Other	Total
Decline in Value of Land Held for Resale					\$0
Rehabilitation Costs			155,491		\$155,491
Rehabilitation Grants					\$0
Interest Expense		3,303,540			\$3,303,540
Fixed Asset Acquisitions					\$0
Subsidies to Low and Moderate Income Housing			383,134		\$383,134
Debt Issuance Costs					\$0
Other Expenditures Including Pass-Through Payment(s)		12,373,521	380,261		\$12,753,782
Debt Principal Payments:					
Tax Allocation Bonds and Notes		2,055,000			\$2,055,000
Revenue Bonds, Certificates of Participation, Financing Authority Bonds		5,530,000			\$5,530,000
City/County Advances and Loans					\$0
All Other Long-Term Debt		118,788			\$118,788
Total Expenditures	\$0	\$23,413,261	\$1,404,436	\$0	\$24,817,697
Excess (Deficiency) Revenues over (under) Expenditures	\$1,197	(\$1,252,435)	\$4,483,784	\$0	\$3,232,546

Community Development Commission Of The City Of Escondido

Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures - Other Financing Sources

Project Area Name	Fiscal Year	Escondido Project Area					Total
	2010	Capital Project Funds	Debt Service Funds	Low/Moderate Income Housing	Special Revenue/Other		
Proceeds of Long-Term Debt						\$0	
Proceeds of Refunding Bonds						\$0	
Payment to Refunded Bond Escrow Agent						\$0	
Advances from City/County						\$0	
Sale of Fixed Assets						\$0	
Miscellaneous Financing Sources (Uses)						\$0	
Operating Transfers In			802,287			\$802,287	
Tax Increment Transfers In						\$0	
Operating Transfers Out				802,287		\$802,287	
Tax Increment Transfers Out						\$0	
<i>(To the Low and Moderate Income Housing Fund)</i>							
Total Other Financing Sources (Uses)		\$0	\$802,287	(\$802,287)	\$0	\$0	

Community Development Commission Of The City Of Escondido

Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures - Other Financing Sources

Fiscal Year	Project Area Name	Statement of Income and Expenditures - Other Financing Sources					Total
		Capital Project Funds	Debt Service Funds	Low/Moderate Income Housing	Special Revenue/Other		
2010	Escondido Project Area						
	Excess (Deficiency) of Revenues and Other Financing Sources over Expenditures and Other Financing Uses	\$1,197	(\$450,148)	\$3,681,497	\$0		\$3,232,546
	Equity, Beginning of Period	\$516,196	\$30,607,711	\$39,901,690	\$0		\$71,025,597
	Prior Period Adjustments						\$0
	Residual Equity Transfers						\$0
	Equity, End of Period	\$517,393	\$30,157,563	\$43,583,187	\$0		\$74,258,143

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Balance Sheet - Assets and Other Debits

Fiscal Year	2010	Capital Projects Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	General Long-Term Debt	General Fixed Assets	Total
Assets and Other Debits								
Cash and Imprest Cash	46,920	30,343,394	5,607,147					\$35,997,461
Cash with Fiscal Agent		2,597,296						\$2,597,296
Tax Increments Receivable		293,829	88,851					\$382,680
Accounts Receivable			2,206					\$2,206
Accrued Interest Receivable	485	322,336	3,461,323					\$3,784,144
Loans Receivable			31,921,765					\$31,921,765
Contracts Receivable								\$0
Lease Payments Receivable								\$0
Unearned Finance Charge								\$0
Due from Capital Projects Fund								\$0
Due from Debt Service Fund			3,399,292					\$3,399,292
Due from Low/Moderate Income Housing Fund								\$0
Due from Special Revenue/Other Funds								\$0

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Balance Sheet - Assets and Other Debits

Fiscal Year	2010	Capital Projects Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	General Long- Term Debt	General Fixed Assets	Total
Investments								\$0
Other Assets		469,988		398,092				\$868,080
Investments: Land Held for Resale				2,518,964				\$2,518,964
Allowance for Decline In Value of Land Held for Resale								\$0
Fixed Assets: Land, Structures, and Improvements							84,986,479	\$84,986,479
Equipment							276,473	\$276,473
Amount Available In Debt Service Fund						30,157,563		\$30,157,563
Amount to be Provided for Payment of Long-Term Debt						48,328,890		\$48,328,890
Total Assets and Other Debits		\$517,393	\$33,556,855	\$47,397,640	\$0	\$78,486,453	\$85,262,952	\$245,221,293

*(Must Equal Total Liabilities,
Other Credits, and Equities)*

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Balance Sheet - Liabilities and Other Credits

Fiscal Year	2010	Capital Projects Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	General Long-Term Debt	General Fixed Assets	Total
Liabilities and Other Credits								
Accounts Payable				6,235				\$6,235
Interest Payable								\$0
Tax Anticipation Notes Payable								\$0
Loans Payable								\$0
Other Liabilities				3,808,218				\$3,808,218
Due to Capital Projects Fund								\$0
Due to Debt Service Fund								\$0
Due to Low/Moderate Income Housing Fund			3,399,292					\$3,399,292
Due to Special Revenue/Other Funds								\$0
Tax Allocation Bonds Payable						3,786,573		\$3,786,573
Lease Revenue, Certificates of Participation Payable, Financing Authority Bonds						58,485,000		\$58,485,000
All Other Long-Term Debt						16,214,880		\$16,214,880
Total Liabilities and Other Credits	\$0	\$3,399,292	\$3,814,453	\$0	\$78,486,453			\$85,700,198

**Community Development Commission Of The City Of Escondido
Redevelopment Agencies Financial Transactions Report**

Balance Sheet - Liabilities and Other Credits

Fiscal Year	2010	Capital Projects Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	General Long- Term Debt	General Fixed Assets	Total
Equities							85,262,952	\$85,262,952
Investment In General Fixed Assets								
Fund Balance Reserved	469,988		30,157,563	43,583,187				\$74,210,738
Fund Balance Unreserved-Designated	47,405							\$47,405
Fund Balance Unreserved-Undesignated								\$0
Total Equities	\$517,393	\$30,157,563	\$43,583,187	\$0	\$85,262,952			\$159,521,095
Total Liabilities, Other Credits, and Equities	\$517,393	\$33,556,855	\$47,397,640	\$0	\$78,486,453	\$85,262,952		\$245,221,293

Community Development Commission Of The City Of Escondido

Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures - Summary, Combined Transfers In/Out

Fiscal Year	2010
Operating Transfers In	\$802,287
Tax Increment Transfers In	\$0
Operating Transfers Out	\$802,287
Tax Increment Transfers Out	\$0

Community Development Commission Of The City Of Escondido

Redevelopment Agencies Financial Transactions Report

Detailed Summary of Footnotes For Fiscal Year 2009-10

Forms	Column	Additional Details	Footnotes
Project Areas Report			
New Indebtedness	A	PROJECT_AREA_NAME = 'Escondido Project Area'	The time limit on the establishment of debt has been eliminated via the Community Development Commission's resolution 2005-12. Therefore, this is not applicable.

California Redevelopment Agencies - Fiscal Year 2009/2010
 Status of Low and Moderate Income Housing Funds
 Sch C Agency Financial Summary
 ESCONDIDO

Adjusted Beginning Balance	Project Area Receipts	Agency Other Revenue	Total Expenses	Net Resources Available	Other Housing Fund Assets	Total Housing Fund Assets	Encumbrances	* Unencumbered Balance	Unencumbered Designated	Unencumbered Not Designated
\$2,061,669	\$5,888,220	\$0	\$2,206,723	\$5,743,166	\$37,847,521	\$43,590,687	\$5,743,166	\$0	\$0	\$0

Expenses	Debt Service	Housing Rehabilitation	Other	Planning and Administration Costs	Property Acquisition	Subsidies	Total
2009/2010	\$802,287	\$155,491	\$113,165	\$434,678	\$50,872	\$650,230	\$2,206,723

*The Unencumbered Balance is equal to Net Resources Available minus Encumbrances

Note: Print this report in Landscape Orientation (Use the Print Icon just above, then Properties then Landscape)

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California Redevelopment Agencies - Fiscal Year 2009/2010
 Status of Low and Moderate Income Housing Funds
 Sch C Agency Financial and Program Detail
 ESCONDIDO

	Beginning Balance	\$5,295,855
	Adjustment to Beginning Balance	-\$3,234,186
	Adjusted Beginning Balance	\$2,061,669
Total Tax Increment From PA(s)	\$4,965,758	Total Receipts from PA(s)
		\$5,888,220
	Other Revenues not reported on Schedule A	\$0
	Sum of Beginning Balance and Revenues	\$7,949,889

<u>Expenditure</u> <u>Item</u>	<u>Subitem</u>	<u>Amount</u>	<u>Remark</u>
Debt Service			
Other		\$802,287	Transfer to debt service fund
	Subtotal of Debt Service	\$802,287	
Housing Rehabilitation			
		\$155,491	
	Subtotal of Housing Rehabilitation	\$155,491	
Other			
		\$113,165	Misc programs
	Subtotal of Other	\$113,165	
Planning and Administration Costs			
Administration Costs		\$434,678	
	Subtotal of Planning and Administration Costs	\$434,678	
Property Acquisition			
Operation of Acquired Property		\$50,872	
	Subtotal of Property Acquisition	\$50,872	

California Redevelopment Agencies - Fiscal Year 2009/2010
 Status of Low and Moderate Income Housing Funds
 Sch C Agency Financial and Program Detail
 ESCONDIDO

Expenditure			
<u>Item</u>	<u>Subitem</u>	<u>Amount</u>	<u>Remark</u>
Subsidies from the LMIHF			
1st Time Homebuyer Down Payment Assistance		\$61,559	
Other		\$205,537	Lead based paint, Fair Housing, Environmental Review & Various Projects
Rental Subsidies		\$383,134	
	Subtotal of Subsidies from the LMIHF	\$650,230	
	Total Expenditures	\$2,206,723	

Net Resources Available \$5,743,166

Indebtedness For Setasides Deferred \$0

Other Housing Fund Assets			
<u>Category</u>	<u>Amount</u>		<u>Remark</u>
ERAF Loans Receivable(all years)	\$3,399,292		
Loan Receivable for Housing Activities	\$14,712,885		
Other	\$7,500	Deposits	
Residual Receipt Loans	\$17,208,880		
Value of Land Purchased with Housing Funds	\$2,518,964		
	Total Other Housing Fund Assets	\$37,847,521	

Total Fund Equity \$43,590,687

2005/2006	\$4091218			
2006/2007	\$4585959			
2007/2008	\$5267305	sum of 4 Previous Years' Tax Increment for 2009/2010	Prior Year Ending Unencumbered Balance	Excess Surplus for 2009/2010
2008/2009	\$5343741	\$19288223	\$0	\$0

Sum of Current and 3 Previous Years' Tax Increments \$20,162,763

Adjusted Balance \$0

Excess Surplus for next year \$0

Net Resources Available \$5,743,166

Unencumbered Designated \$0

California Redevelopment Agencies - Fiscal Year 2009/2010
 Status of Low and Moderate Income Housing Funds
 Sch C Agency Financial and Program Detail
 ESCONDIDO

Unencumbered Undesignated	\$0
Total Encumbrances	\$5,743,166
Unencumbered Balance	\$0
Unencumbered Balance Adjusted for Debt Proceeds	\$0
Unencumbered Balance Adjusted for Land Sales	\$0
Excess Surplus Expenditure Plan	No
Excess Surplus Plan Adoption Date	

Site Improvement Activities Benefiting Households				
<u>Income Level</u>	<u>Low</u>	<u>Very Low</u>	<u>Moderate</u>	<u>Total</u>

Land Held for Future Development					
<u>Site Name</u>	<u>Num Of Acres</u>	<u>Zoning</u>	<u>Purchase Date</u>	<u>Estimated Start Date</u>	<u>Remark</u>
Purdue/Elm St	.35	R-3-18	04/28/2010	04/01/2011	

Use of the Housing Fund to Assist Mortgagors

Income Adjustment Factors	<input type="text"/>	Requirements Completed	<input type="text"/>
Home	\$ <input type="text"/>	Hope	\$ <input type="text"/>

Non Housing Redevelopment Funds Usage

Resource Needs

LMIHF Deposits/Withdrawals				
<u>Document Name</u>	<u>Document Date</u>	<u>Custodian Name</u>	<u>Custodian Phone</u>	<u>Copy Source</u>

Achievements
Description

California Redevelopment Agencies-Fiscal Year 2009/2010
 Project Area Contributions to Low and Moderate Income Housing Funds
 Sch A Project Area Summary Report
 ESCONDIDO

Project Area	100% of Tax Increment	20% Set Aside Requirement	Tax Increment Allocated	Amount Exempted	Amount Deferred	Tax Incr. Deposited to Hsng Fund	Percent of Tax Incr Dep	Repayment Deferrals	Other Income	Total Deposited to Housing
ESCONDIDO PROJECT	\$24,828,792	\$4,965,758	\$4,965,758	\$0	\$0	\$4,965,758	20.00%	\$0	\$922,462	\$5,888,220
Agency Totals:	\$24,828,792	\$4,965,758	\$4,965,758	\$0	\$0	\$4,965,758	20.00%	\$0	\$922,462	\$5,888,220

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California Redevelopment Agencies - Fiscal Year 2009/2010
 Sch A/B Project Area Program Information
ESCONDIDO

Project Area: **OUTSIDE PROJECT AREA**

UNITS LOST

	<u>Very Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Above Moderate</u>	<u>Total</u>
<u>Reporting Period: Current</u>					
<u>Redevelopment</u>					
Category Bedrooms Lost - Required to be Replaced	8	2	0	0	10
Category Households Removed - Non Elderly	3	1	0	0	4
Category Units Lost - Required to be Replaced	3	1	0	0	4
<u>Other</u>					
Category Households Permanently Displaced - Non Elderly	3	1	0	0	4

REPLACEMENT HOUSING PLAN

<u>Report Period</u>	<u>Custodian Name</u>	<u>Adoption Date</u>
Current	Escondido Community Development Commission	05-MAR-08

FUTURE UNIT CONSTRUCTION

<u>Contract Name</u>	<u>Execution Date</u>	<u>Estimated Completion Date</u>	<u>Very Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Total</u>
UHC/The Crossings @ Esc	07/10/08	09/30/11	0	55	0	55

California Redevelopment Agencies - Fiscal Year 2009/2010
Sch D General Project Information
ESCONDIDO

Project Area Name: **ESCONDIDO PROJECT**

Project Name: Apartment Rental Subsidy Program								
Address: Citywide (CE, MV, TG, SV, & Breezes) Escondido								
UNIT INVENTORY								
			<u>Very Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Above Mod</u>	<u>Became Ineligible</u>	<u>Total</u>
<u>Other Provided with LMIHF</u>								
		<u>Unit</u>						
Subsidy								
Non-Agency	Rental	Non-Elderly	21	0	0	0	0	21
Non-Agency	Rental	Elderly	75	0	0	0	0	75
		Unit Total	96	0	0	0	0	96
PROJECT FUNDING SOURCE								
	<u>Funding Source</u>						<u>Amount</u>	
	Redevelopment Funds						\$111,550	

Project Name: HELP								
Address: Citywide Escondido								
UNIT INVENTORY								
			<u>Very Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Above Mod</u>	<u>Became Ineligible</u>	<u>Total</u>
<u>Other Provided without LMIHF</u>								
		<u>Unit</u>						
Acquisition Only								
Non-Agency	Owner	Non-Elderly	0	2	0	0	0	2
		Unit Total	0	2	0	0	0	2
PROJECT FUNDING SOURCE								
	<u>Funding Source</u>						<u>Amount</u>	
	Federal Funds						\$28,000	
	Private Funds						\$531,570	

California Redevelopment Agencies - Fiscal Year 2009/2010
Sch D General Project Information
ESCONDIDO

Project Area Name: **ESCONDIDO PROJECT**

Project Name: HOME

Address: **Citywide ESCONDIDO**

UNIT INVENTORY

			<u>Very Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Above Mod</u>	<u>Became Ineligible</u>	<u>Total</u>
<u>Other Provided with LMIHF</u>								
			<u>Unit</u>					
Acquisition Only								
Non-Agency	Owner	Non-Elderly	0	0	1	0	0	1
Unit Total			0	0	1	0	0	1

PROJECT FUNDING SOURCE

<u>Funding Source</u>	<u>Amount</u>
Redevelopment Funds	\$13,250
Private Funds	\$256,155

Project Name: Mobilehome Rental Subsidy Program

Address: **Citywide (GC, VP, WW) Escondido**

UNIT INVENTORY

			<u>Very Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Above Mod</u>	<u>Became Ineligible</u>	<u>Total</u>
<u>Other Provided with LMIHF</u>								
			<u>Unit</u>					
Subsidy								
Non-Agency	Rental	Non-Elderly	7	0	0	0	0	7
Non-Agency	Rental	Elderly	25	0	0	0	0	25
Unit Total			32	0	0	0	0	32

PROJECT FUNDING SOURCE

<u>Funding Source</u>	<u>Amount</u>
Redevelopment Funds	\$26,575

California Redevelopment Agencies - Fiscal Year 2009/2010
Sch D General Project Information
ESCONDIDO

Project Area Name: **OUTSIDE PROJECT AREA**

Project Name: **Apartment Rental Subsidy Program**

Address: **Citywide Escondido**

UNIT INVENTORY

			<u>Very Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Above Mod</u>	<u>Became Ineligible</u>	<u>Total</u>	
<u>Other Provided with LMIHF</u>									
			<u>Unit</u>						
Subsidy									
Non-Agency	Rental	Non-Elderly	3	0	0	0	0	3	
Non-Agency	Rental	Elderly	31	0	0	0	0	31	
Unit Total			34	0	0	0	0	34	

PROJECT FUNDING SOURCE

<u>Funding Source</u>	<u>Amount</u>
Redevelopment Funds	\$45,900

Project Name: **HELP**

Address: **Citywide Escondido**

UNIT INVENTORY

			<u>Very Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Above Mod</u>	<u>Became Ineligible</u>	<u>Total</u>	
<u>Other Provided without LMIHF</u>									
			<u>Unit</u>						
Acquisition Only									
Non-Agency	Owner	Non-Elderly	2	41	0	0	0	43	
Unit Total			2	41	0	0	0	43	

PROJECT FUNDING SOURCE

<u>Funding Source</u>	<u>Amount</u>
Federal Funds	\$401,118
Private Funds	\$7,628,721

California Redevelopment Agencies - Fiscal Year 2009/2010
Sch D General Project Information
ESCONDIDO

Project Area Name: **OUTSIDE PROJECT AREA**

Project Name: **HOME**

Address: **Citywide Escondido**

UNIT INVENTORY

			<u>Very Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Above Mod</u>	<u>Became Ineligible</u>	<u>Total</u>	
<u>Other Provided with LMIHF</u>									
			<u>Unit</u>						
Acquisition Only									
Non-Agency	Owner	Non-Elderly	0	0	64	0	0	64	
Unit Total			0	0	64	0	0	64	

PROJECT FUNDING SOURCE

<u>Funding Source</u>	<u>Amount</u>
Redevelopment Funds	\$743,902
Private Funds	\$16,466,956

Project Name: **Mobilehome Rental Subsidy Program**

Address: **Citywide (GC, VP, WW) Escondido**

UNIT INVENTORY

			<u>Very Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Above Mod</u>	<u>Became Ineligible</u>	<u>Total</u>	
<u>Other Provided with LMIHF</u>									
			<u>Unit</u>						
Subsidy									
Non-Agency	Rental	Non-Elderly	17	0	0	0	0	17	
Non-Agency	Rental	Elderly	96	0	0	0	0	96	
Unit Total			113	0	0	0	0	113	

PROJECT FUNDING SOURCE

<u>Funding Source</u>	<u>Amount</u>
Redevelopment Funds	\$103,725

California Redevelopment Agencies - Fiscal Year 2009/2010
Sch D General Project Information
ESCONDIDO

Project Area Name: **OUTSIDE PROJECT AREA**

Project Name: Mortgage Credit Certificate Program

Address: **Citywide Escondido**

UNIT INVENTORY

			<u>Very Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Above Mod</u>	<u>Became Ineligible</u>	<u>Total</u>
<u>Other Provided with LMIHF</u>								
			<u>Unit</u>					
Acquisition Only								
Non-Agency	Owner	Non-Elderly	0	4	1	0	3	5
Unit Total			0	4	1	0	3	5

PROJECT FUNDING SOURCE

<u>Funding Source</u>	<u>Amount</u>
Redevelopment Funds	\$3,422

Project Name: Single Family Rehabilitation

Address: **Citywide Escondido**

UNIT INVENTORY

			<u>Very Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Above Mod</u>	<u>Became Ineligible</u>	<u>Total</u>
<u>Other Provided with LMIHF</u>								
			<u>Unit</u>					
Non-Substantial Rehabilitation								
Non-Agency	Owner	Non-Elderly	3	2	0	0	0	5
Non-Agency	Owner	Elderly	7	1	0	0	0	8
Unit Total			10	3	0	0	0	13

PROJECT FUNDING SOURCE

<u>Funding Source</u>	<u>Amount</u>
Redevelopment Funds	\$247,671
Owner Equity	\$271

SCHEDULE HCD E
CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)

Report Year: 2009/2010

Agency: ESCONDIDO

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

PART I [H & SC Section 33413(b)(1)] AGENCY DEVELOPED	
1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0
PART II [H & SC Section 33413(b)(2)] NON-AGENCY DEVELOPED UNITS	
6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0
PART III TOTALS	
11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**SCHEDULE HCD E1
 CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)**

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: APARTMENT RENTAL SUBSIDY PROGRAM

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

**PART I
 [H & SC Section 33413(b)(1)]
 AGENCY DEVELOPED**

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

**PART II
 [H & SC Section 33413(b)(2)]
 NON-AGENCY DEVELOPED UNITS**

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

**PART III
 TOTALS**

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

SCHEDULE HCD E1
CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: COBBLESTONE VILLAGE

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

PART I
 [H & SC Section 33413(b)(1)]
AGENCY DEVELOPED

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

PART II
 [H & SC Section 33413(b)(2)]
NON-AGENCY DEVELOPED UNITS

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

PART III
TOTALS

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**SCHEDULE HCD E1
 CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)**

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: EMERALD GARDENS

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

**PART I
 [H & SC Section 33413(b)(1)]
 AGENCY DEVELOPED**

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

**PART II
 [H & SC Section 33413(b)(2)]
 NON-AGENCY DEVELOPED UNITS**

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

**PART III
 TOTALS**

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**SCHEDULE HCD E1
 CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)**

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: EUCALYPTUS VIEW

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

**PART I
 [H & SC Section 33413(b)(1)]
 AGENCY DEVELOPED**

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

**PART II
 [H & SC Section 33413(b)(2)]
 NON-AGENCY DEVELOPED UNITS**

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

**PART III
 TOTALS**

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**SCHEDULE HCD E1
 CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)**

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: HELP

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

**PART I
 [H & SC Section 33413(b)(1)]
 AGENCY DEVELOPED**

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

**PART II
 [H & SC Section 33413(b)(2)]
 NON-AGENCY DEVELOPED UNITS**

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

**PART III
 TOTALS**

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**SCHEDULE HCD E1
 CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)**

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: HOME

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

**PART I
 [H & SC Section 33413(b)(1)]
 AGENCY DEVELOPED**

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

**PART II
 [H & SC Section 33413(b)(2)]
 NON-AGENCY DEVELOPED UNITS**

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

**PART III
 TOTALS**

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**SCHEDULE HCD E1
 CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)**

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: LAS VENTANAS VILLAGE

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

PART I [H & SC Section 33413(b)(1)] AGENCY DEVELOPED	
1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0
PART II [H & SC Section 33413(b)(2)] NON-AGENCY DEVELOPED UNITS	
6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0
PART III TOTALS	
11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**SCHEDULE HCD E1
 CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)**

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: MOBILEHOME RENTAL SUBSIDY PROGRAM

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

**PART I
 [H & SC Section 33413(b)(1)]
 AGENCY DEVELOPED**

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

**PART II
 [H & SC Section 33413(b)(2)]
 NON-AGENCY DEVELOPED UNITS**

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

**PART III
 TOTALS**

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**SCHEDULE HCD E1
 CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)**

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: MORTGAGE CREDIT CERTIFICATE PROGRAM

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

**PART I
 [H & SC Section 33413(b)(1)]
 AGENCY DEVELOPED**

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

**PART II
 [H & SC Section 33413(b)(2)]
 NON-AGENCY DEVELOPED UNITS**

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

**PART III
 TOTALS**

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

SCHEDULE HCD E1
CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: ORANGE PLACE APARTMENTS

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

PART I
 [H & SC Section 33413(b)(1)]
AGENCY DEVELOPED

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

PART II
 [H & SC Section 33413(b)(2)]
NON-AGENCY DEVELOPED UNITS

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

PART III
TOTALS

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**SCHEDULE HCD E1
 CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)**

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: ORANGEWOOD

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

**PART I
 [H & SC Section 33413(b)(1)]
 AGENCY DEVELOPED**

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

**PART II
 [H & SC Section 33413(b)(2)]
 NON-AGENCY DEVELOPED UNITS**

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

**PART III
 TOTALS**

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**SCHEDULE HCD E1
 CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)**

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: SALVATION ARMY SILVERCREST RESIDENCE

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

**PART I
 [H & SC Section 33413(b)(1)]
 AGENCY DEVELOPED**

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

**PART II
 [H & SC Section 33413(b)(2)]
 NON-AGENCY DEVELOPED UNITS**

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

**PART III
 TOTALS**

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**SCHEDULE HCD E1
 CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)**

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: SERENITY VILLAGE TRANSITIONAL HOUSING

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

**PART I
 [H & SC Section 33413(b)(1)]
 AGENCY DEVELOPED**

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

**PART II
 [H & SC Section 33413(b)(2)]
 NON-AGENCY DEVELOPED UNITS**

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

**PART III
 TOTALS**

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**SCHEDULE HCD E1
 CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
 (This Form is Information Only: Actual Obligation is based on Implementation Plan)**

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: SINGLE FAMILY REHABILITATION

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

**PART I
 [H & SC Section 33413(b)(1)]
 AGENCY DEVELOPED**

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

**PART II
 [H & SC Section 33413(b)(2)]
 NON-AGENCY DEVELOPED UNITS**

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

**PART III
 TOTALS**

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**SCHEDULE HCD E1
CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
(This Form is Information Only: Actual Obligation is based on Implementation Plan)**

Report Year: 2009/2010

Agency: ESCONDIDO

Project Area: ESCONDIDO PROJECT

Project: VIA ROBLE

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

**PART I
[H & SC Section 33413(b)(1)]
AGENCY DEVELOPED**

1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low</u> Income Units (line 4 x 50%)	0

**PART II
[H & SC Section 33413(b)(2)]
NON-AGENCY DEVELOPED UNITS**

6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0

**PART III
TOTALS**

11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13
Date: December 8, 2010

TO: Honorable Mayor and Members of the City Council

FROM: Jim Maher, Chief of Police

SUBJECT: Interim Extension of Tow Company Contracts

RECOMMENDATION:

Adopt Resolution 2010-183 authorizing the Mayor and City Clerk to execute an Interim Extension of Tow Company Contracts with Al's Towing, Inc.; HMR, Inc. (El Norte Towing); A-Z Enterprises, Inc.; and Allied Gardens Towing. This extension will be for a six-month period.

FISCAL ANALYSIS:

The current contract for police tow services includes a \$400,000 annual fee payable to the City. This fee is divided equally among tow contractors. Under the six-month extension, each company will be required to pay \$50,000.

PREVIOUS ACTION:

On June 3, 2009, City Council approved Resolution 2009-62, approving tow contracts with four companies: Al's Towing, Inc.; HMR, Inc. (El Norte Towing); A-Z Enterprises, Inc.; and Allied Gardens Towing. The contracts are set to expire on December 31, 2010.

BACKGROUND:

Current tow contracts approved by City Council on June 3, 2009, expire on December 31, 2010. Via Resolution 2010-183, city staff recommends your authorization today to extend services for six months. This will allow staff to conduct a request for qualification (RFQ) process, evaluate contractors and seek approval to enter into new agreements.

The request for qualification (RFQ) and evaluation process will include a review of company operations, record keeping, staffing, equipment and storage capacity. Staff will establish a list of qualified vendors for your approval.

Respectfully submitted,

Jim Maher
Police Chief

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, AN INTERIM EXTENSION OF TOW COMPANY CONTRACTS WITH AL'S TOWING, INC.; HMR, INC. (EL NORTE TOWING); A-Z ENTERPRISES, INC.; ALLIED GARDENS TOWING, INC.

WHEREAS, it is in the best interest of the City to retain the professional services of qualified organizations to provide police tow, impound and referral services for the City; and

WHEREAS, the City of Escondido entered into current Police Tow Services Agreements with Al's Towing, Inc., HMR, Inc. (El Norte Towing), A-Z Enterprises, Inc, and Allied Gardens Towing on June 3, 2009; and

WHEREAS, current tow services agreements expire on December 31, 2010; and

WHEREAS, the City and tow companies desire to extend the agreements for a six-month period.

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

1. That the above recitations are true.
2. That on behalf of the City, the Mayor and City Clerk are authorized to execute Interim Extension of Tow Company Contracts with Al's Towing, Inc., HMR, Inc. (El Norte Towing), A-Z Enterprises, Inc, and Allied Gardens Towing. A sample copy of the Interim Extension to Tow Services Agreement, which will be signed by each company, is attached as Exhibit "A" to this resolution and is incorporated by this reference.

RESOLUTION NO. 2010-183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, AN INTERIM EXTENSION OF TOW COMPANY CONTRACTS WITH AL'S TOWING, INC.; HMR, INC. (EL NORTE TOWING); A-Z ENTERPRISES, INC.; AND ALLIED GARDENS TOWING, INC.

WHEREAS, it is in the best interest of the City to retain the professional services of qualified organizations to provide police tow, impound and referral services for the City; and

WHEREAS, the City of Escondido entered into current Police Tow Services Agreements with Al's Towing, Inc., HMR, Inc. (El Norte Towing), A-Z Enterprises, Inc, and Allied Gardens Towing on June 3, 2009; and

WHEREAS, *current tow services agreements expire on December 31, 2010; and*

WHEREAS, the City and tow companies desire to extend the agreements for a six-month period.

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

1. That the above recitations are true.
2. That on behalf of the City, the Mayor and City Clerk are authorized to execute Interim Extension of Tow Company Contracts with Al's Towing, Inc., HMR, Inc. (El Norte Towing), A-Z Enterprises, Inc, and Allied Gardens Towing. A sample copy of the Interim Extension to Tow Services Agreement, which will be signed by each company, is attached as Exhibit "A" to this resolution and is incorporated by this reference.



CITY OF ESCONDIDO
[PROPOSED] FIRST AMENDMENT TO TOW SERVICES AGREEMENT

This First Amendment to Tow Services Agreement ("Amendment") is made this _____ day of December, 2010.

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

And: AL'S TOWING, INC.
(DBA) AL'S TOWING
475 W. VERMONT AVENUE
ESCONDIDO, CA 92025
("TOW COMPANY")

Witness that whereas:

- A. CITY and TOW COMPANY entered into a Tow Services Agreement on July 6, 2009 ("Agreement"), for the performance of towing, impound and referral tow services for CITY's Police Department. The full scope of TOW COMPANY's services are described in the Agreement and Attachments "A" and "B" to said Agreement, all of which are incorporated by reference.
- B. CITY and TOW COMPANY now desire to enter into an interim extension of the Agreement in order to evaluate the current and prospective towing needs of the CITY and other towing-related issues. This interim extension will extend the time of performance of the Agreement, which currently expires on December 31, 2010, by an additional six months.

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

- 1. The TOW COMPANY will continue to furnish the services described in the Agreement and Attachments "A" and "B" to said Agreement.

2. CITY and TOW COMPANY agree that the following terms regarding Time and Term of Performance and Compensation shall govern the relationship between the parties under this Amendment:

a. Time and Term of Performance: This Amendment shall commence on January 1, 2011 and shall last for a term of six months, expiring on June 30, 2011.

b. Compensation: The TOW COMPANY will compensate the CITY in an additional amount not to exceed \$50,000.00, payable in two equal portions due on the first day of January and April during the term of this Amendment.

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

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

AL'S TOWING, INC.

President

**Attachment A
Scope of Services**

A. Definitions

Police Tows and Impounds shall mean the towing of vehicles at the direction of the Police Department where the consent of the vehicle owner to tow the vehicle is not required under existing law, including the towing of motor vehicles which are illegally parked, abandoned, are evidence of a crime, or are otherwise subject to the authority of the Police Department.

Referral Tows shall mean the towing of a vehicle by the Police Department at the request of the vehicle owner.

On-demand tows shall mean the towing of a vehicle by a specific Tow Company that has been requested by the vehicle owner or operator. On-demand tows are services not covered by this request for proposal or resulting contract.

B. Tow Truck Operator Appearance, Hygiene and Conduct.

Tow Companies shall provide tow truck operators with uniform attire that consists, at a minimum, of a collared shirt. The collared shirt shall have a patch either on the upper sleeve or chest that conspicuously identifies the company employing the operator. Additionally, the shirt shall have the first initial and last name of the operator embroidered above the right breast pocket. For safety reasons, the shirt shall be tucked in while conducting impounds. The company-issued uniform shall be kept clean and in good repair.

Tow truck operators shall have on their person a City-issued identification badge at all times. The identification badge shall bear the tow truck operator's name and picture. Each operator will have a background check completed by the City of Escondido Police Department prior to issuance of a badge. Tow truck operators will not be allowed to conduct Police impounds until operators have been approved and an identification badge is issued.

Tow truck operators shall maintain a reasonable standard of personal appearance and hygiene. Pants and closed-toed shoes shall be worn while responding to requests for Police-initiated towing and impound services.

Tow Companies and their employees are Independent Contractors and are not agents or employees of the Escondido Police Department. It is acknowledged that an operator's performance and demeanor may reflect either positively or negatively on the Police Department. Accordingly, operators must refrain from acts of misconduct including but not limited to:

1. Rude or discourteous behavior to the public, as documented by the Police Department for any and all tows performed within the City in the last five years.
2. Lack of service or refusal to provide service to the public, as documented by the Police Department for any and all tows performed within the City in the last five years.
3. Any act of sexual harassment or sexual impropriety.
4. Unsafe driving practices.

5. Exhibiting any objective symptoms of alcohol or drug intoxication.

C. Tow Trucks

Tow Companies must currently own and operate a minimum of four trucks including:

1. One (1) Wheel lift rated at 14,500 Gross Vehicle Weight (GVW)
2. One (1) Rollback rated at 14,500 GVW
3. One (1) Twin cable/boom rated at 1 ton or greater
4. One (1) Hydraulic boom rated at 1 ton or greater

No vehicle shall be less than the manufacturer's gross vehicle weight rating (GVWR) of 14,500 pounds. Tow trucks demonstrating a functional equivalency to any or all of the requirements listed above may be substituted upon receipt of written approval by the City.

D. Tow Truck Equipment and Outfitting

Tow truck equipment must comply with the following:

1. Each truck shall have a maximum 8,000 pound capacity winch that is power driven by power takeoff from transmission, in both directions, and equipped with safety dogs or an adequate braking system. Winches must be fitted with a minimum of 100 feet of cable for recovery tasks. Roll back car carriers must be fitted with a minimum of 50 feet of cable.
2. Each truck shall be equipped with lighting systems as required by California Vehicle Code (CVC) Sections 24605, 24606 and 25253. Additionally, trucks shall be equipped with utility lamp lighting systems that comply with CVC Section 25110.
3. Each Tow Company shall maintain three (3) sets of dollies for use by tow trucks providing services to the City. The City requires that each tow truck carry its own set of dollies.
4. Additional equipment: Tow trucks must be equipped with the miscellaneous equipment required by CVC Section 27700 and have on file a current "Tow Truck Inspection Guide" or display a certificate of compliance issued by the California Highway Patrol. Trucks must also be equipped with red flares, lanterns or reflectors, hand tools (screw drivers, pliers, ratchet and sockets, crescent wrenches and metric and standard lug wrenches), bolt cutters, six foot crowbar, rope, broom, shovel, dustpan, fire extinguisher (dry chemical type), utility flood lamps, portable red taillights and stoplight for towed vehicles, equipment for opening locked vehicles, safety snubber chains and a trash can with absorbent material (ie..socks, pads, organic material) and a misc accident debris box. (See Exhibit 1)
5. Safety Chains: Safety chains shall be rated at no less than the rating specified by the original equipment manufacturer (OEM). Two safety chains shall be used for each vehicle being towed. The safety chains will be securely affixed to the bed frame or wrecker boom, independent of the towing sling, bar, hitch, wheel lift, or underlift towing

equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps. Vehicles being transported on slide back carriers shall be secured by four tie down chains or straps independent of the winch or loading cable. All safety connections and attachments shall have a positive means, of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.

6. **Tow Truck Identification:** Each truck responding to requests for police-initiated towing and impound services shall, on both sides of the vehicle, conspicuously bear the company name, local address and local phone number(s) in lettering that complies with CVC Section 27907.
7. **Tow Truck Radio Communications:** Each truck responding to requests for police-initiated towing and impound services shall be equipped with radio communications equipment capable of effecting two-way radio communications between the truck and the Tow Company's dispatching operation. Citizens Band radios shall not be used to meet this requirement.

E. Tow Truck Maintenance

Each truck responding to requests for police initiated towing and impound services shall be well maintained and clean on the exterior and interior and should reflect a clean image for the City of Escondido.

F. Business and Storage

Each tow operator must have and maintain for his or her exclusive use a storage yard and business office facility. The business office and storage facility must be located in the same location, be a reasonable distance from public transportation, and be within City limits. All business records of the operator relating to the awarded contract shall be maintained at the business office location and should include the length of time the storage yard and business office has been operational at the same location.

Storage facilities must comply with the following:

1. **Minimum Storage Space:** The storage yard must be a minimum of twenty thousand (20,000) square feet to accommodate one hundred twenty (120) vehicles. This is exclusive of other storage areas the tow company utilizes for storage of vehicles that are not Police-initiated impounds. Each company will have secured inside storage capable of storing four vehicles. Four (4) Sea-Containers each capable of storing a full size vehicle/pickup truck are preferable, although other inside storage is acceptable. The storage yard will be completely enclosed with a six (6) foot security fence with poles no further apart than eight (8) feet and embedded in concrete. Construction of the fence and gates must be of sufficient construction to prevent entry into the storage area of unauthorized persons or vehicles. Vehicles and their contents must be kept safe from pilfering in the storage lot and screened from view from street level. All vehicles towed or stored as a result of the awarded contract must be within the confines of the storage lot.

2. The storage yard should be comprised of a surface that remains free from mud, pools of water, debris or other elements that would be harmful to stored vehicles or persons viewing the vehicles. Examples of an acceptable surface would be concrete, asphaltic concrete, or other surface that would not promote the above conditions.
3. Examination/Hazardous Waste Areas: Within the storage lot there must be set aside two designated areas paved and sealed adequately to prevent runoff and/or percolation of liquid waste, on which to inspect and store vehicles leaking fluids. The first area will be at least four hundred (400) square feet and sufficient to place two vehicles perpendicular for inspection and/or overhead photography. This area will be flat. The second area shall be at least six hundred (600) square feet and sufficient to hold six (6) vehicles at any one time. The second area shall not be used for general vehicle storage, but left open for immediate use for vehicles leaking fluids. The business is required to have on file a written policy and method of hazardous waste recovery and disposition approved by the Escondido Fire Department. The tow yard will have available a forklift capable of lifting and positioning vehicles onto the inspection pad, and specified vehicles in the Sea-Containers.
4. There must be adequate lighting, and all yard and office construction must comply with applicable building codes, fire codes and zoning regulations. The minimum lighting standards per 10,000 square feet are in effect unless local zoning or other regulations dictate increased or diminished lighting requirements:
 - a. Four (4) 300 Watt incandescent medium-wide flood lights, or
 - b. Three (3) 300 Watt quartz halogen lights, or
 - c. Two (2) 100-Watt high-pressure sodium lights.
 - d. Additional square feet of storage will be lighted at the above ratio. Storage yards with less than 10,000 square feet will meet the above minimums. Tow operators must check with the City of Escondido Building Department for any lighting restrictions or additional code requirements for your specific location.
5. Additional security such as video cameras or alarm systems are preferred, but not required, to meet the minimum qualifications.

G. Driver Training/Pull Notice Program

Employees shall be properly trained and qualified to perform all work undertaken by or assigned to them. Tow Companies will develop a base line tow truck driver qualification sheet for new drivers. The qualification sheet shall be completed prior to the driver going into service without another qualified driver. Within approximately six months of hire, the driver will complete a certified CTTA course or equivalent. Tow Companies will provide the city with all current training received by each driver.

All tow drivers must enroll and successfully complete the Pull Notice Program through the Department of Motor Vehicles. Enrollment of tow drivers is the responsibility of the Tow Company, but must occur within 30 days of hire. Pull Notices shall be kept on file and be made available upon request of the Tow Coordinator.

Each Tow Company will establish a training policy and procedures for drivers that encounter vehicles with potential blood borne pathogens. This includes a checklist of equipment to be on each tow truck and at the storage facility. At some future time, a blood borne pathogens training class will be conducted by the Escondido Fire Department and will be a required course for all drivers.

H. Current CHP Inspection Certification

Tow companies must maintain documentation on file that all tow trucks in their fleet have fleet has passed a California Highway Patrol (CHP) tow truck safety inspection in the last twelve months.

Tow trucks not passing inspections or meeting the requirements of this section will immediately be removed from the rotation. Tow trucks will return to rotation once they have passed a re-inspection by the original inspecting agency.

I. Response Time

Tow Companies will respond to requests for towing services within an average of twenty (20) minutes, based on all Police requested tows during each rotational period. Response time is computed from the time the police dispatcher notifies the Tow Company until the tow truck arrives on scene. Response time may not be in excess of thirty (30) minutes for routine tow services. Each Tow Company shall have the duty to inform the police dispatcher if, for any reason, said service will be delayed in responding to a dispatch.

J. Removing Motor Vehicles

Tow Companies shall, at the request of the City, move, tow away and impound motor vehicles which are, under the authority of the California Vehicle Code or Escondido Municipal Code, declared by the City to be: illegally parked, abandoned, have been involved in a traffic collision and constitute an obstruction of traffic or operator negligence or arrest and/or of evidentiary value. Such services are required on a rotational basis to be determined.

The driver of the tow truck engaged to remove a disabled vehicle from the scene of an accident shall remove all liquid, glass and debris deposited upon the roadway as a result of the incident involving the disabled vehicle that is to be towed.

K. Removal of Inoperable City Vehicles

The City may, from time-to-time, require the removal of inoperable City vehicles within the city limits and tow such vehicles to the appropriate City facility. Such services will be provided by the Tow Company at no charge for vehicles similar to a one-ton pickup and smaller. Tow Companies will charge the City a fixed rate for larger vehicles, as determined by the City Council.

L. Abandoned Vehicle Abatement

The Tow Company, at the request of the City, shall remove and impound up to 10 vehicles per week from private property or from the public right-of-way, which are declared abandoned by the City. Such services will be provided from 7:00 a.m. until 5:00 p.m., Monday through Friday at no cost to the City. The City will make a reasonable attempt to schedule the removal of abandoned vehicles.

M. On-Scene Duties

Upon arriving on-scene to remove any of the vehicles described in sections J, K or L, Tow Company employees shall report to the Peace Officer in charge and discharge their duties in accordance with the following conditions:

1. Tow Companies shall make every reasonable effort to comply with direction provided by the officer-in-charge.
2. Companies shall be responsible for making an accurate damage assessment for each vehicle towed as a police impound, concurring with the police officer's damage assessment by signing the CHP 180 form.
3. Tow Companies shall be responsible for making an accurate content inventory for each vehicle towed and recording said vehicle inventory on the CHP 180 form that will be signed by the consultant's employee.
4. Tow Companies shall be responsible for removing and appropriately disposing of collision-related debris from the public right-of-way at the time of the tow to ensure public safety. Additionally, if street sweeping is needed, contractor is to provide this service.
5. Tow Companies may make any emergency alterations reasonably required to safely move and/or tow vehicles.
6. Drivers shall carry and provide Customer Satisfaction/Complaint Forms to customers upon request.

N. Vehicle Impounds

Subsequent to removing a vehicle from the public right-of-way or private property, Tow Companies shall securely impound that vehicle.

O. Negligent Vehicle Impound Program (NVIP) Fees

The Escondido Police Department will be responsible for collection of NVIP fees.

P. Release of Impounded Vehicles

Tow Companies shall provide vehicle release services on a twenty-four-hours-a-day, seven-days-per-week basis. Any vehicle release effected outside the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (including legal holidays), is subject to the after-hours release fee contained in the City Council approved Fee Schedule.

Q. Documents Required Prior to Release

- 1) The Tow Companies shall not release any vehicle impounded as the result of a Police-initiated tow unless the claimant presents a valid, City-issued Vehicle Release Form, current registration, proof of insurance and an Impound Vehicle Payment Receipt. The Escondido Police Department will determine which impounds require such releases. All responsibilities and liabilities for the release of a vehicle without a Vehicle Release Form are the Tow Company's.
- 2) All vehicle lien sales must fully comply with California Civil Code Section 3072, and with paragraphs PP. and QQ. of this Attachment. In addition to any other provision of state or local law, Tow Companies agree to comply with the following:
Following the lien sale of a vehicle, the person or company who conducts the sale shall:
 - a) Remove and destroy the vehicles' license plates by cutting them in two pieces.
 - b) Within five days of the sale, submit a completed "Notice of Release of Liability" form to the Department of Motor Vehicles, and a copy to the Police Department's Tow Coordinator.
 - c) Within ten days of the sale, submit the two pieces of the destroyed plates to the Police Department's Tow Coordinator.
- 3) If the Tow Companies fail to perform any provision of paragraph Q.2. above, the Tow Companies shall be liable to the City for a fine of \$500 per violation. After three such violations, the Tow Companies shall receive a notice of termination of the Agreement, pursuant to paragraph II of this Attachment A.

R. Access to Stored Vehicles

During regular business hours, Tow Companies shall, except as restrained in Section S below, make vehicles stored at the request of the City available to the vehicles' registered owner, a person who can be verified to be the registered owner's agent, insurance agents, insurance adjusters, or representatives of an automotive repair business for the purpose of estimating or appraising damages.

S. Evidentiary Vehicle Security

Vehicles impounded by the City for investigative purposes shall be held in maximally secured non-public areas of the Tow Company's property until the vehicle is released by order of the City. Any property or other contents of such vehicles shall not be removed by any person other than a Peace Officer or Evidence Technician employed by the City. Property removed from such vehicles shall be recorded as removed on the content inventory and the content inventory dated and signed by a representative of the Tow Company and the Peace Officer or Evidence Technician removing such property.

T. Monthly Rotation Report

Tow Companies shall keep and maintain records of each vehicle towed at the request of the Police Department for the duration of the contract period. These records shall be recorded on the Monthly Rotation Report and shall include the following information in an EXCEL spreadsheet format (see Exhibit 2):

1. Date of Tow
2. Escondido Police Department Case Number
3. Impound Authority Code
4. Location of Tow
5. Year of Vehicle
6. Make of Vehicle
7. Model of Vehicle
8. License Plate Number or Vin Number
9. Time Tow was Dispatched
10. Time Tow Truck Arrived on Scene
11. Date of Release
12. Name of Individual or Company Vehicle Was Released To
13. Impound/Lien Fee Collected
14. Tow Company Reference Number

The City shall have the right to inspect and audit, without prior notification, tow company records at reasonable times during normal working hours to determine compliance with these record-keeping requirements.

Tow companies shall submit the Monthly Rotational Cycle Reports to the Escondido Police Department Tow Coordinator no later than the twenty-fifth day of each month. Reports shall cover services rendered during the proceeding month and shall be submitted in hard copy , via e-mail and on diskette.

U. Monthly Financial Report

Tow companies shall submit a Tow Company Quarterly Financial Report to the Escondido Police Department Tow Coordinator on October 1st, January 1st, April 1st and July 1st of each quarter through the term of the Agreement. The report submitted on July 25th each year shall also include an annual summary of all items report for the previous fiscal year. Quarterly reports shall include the following and shall be in a computer-generated format acceptable to the City (see Exhibit 3):

1. Number of Citizen Tows
2. Number of Police Department Tows
3. Number of Liens Sold
4. Tow Fees Collected
5. Storage Fees Collected
6. Lien Fees Collected

V. Tow License Fee

Each applicant shall pay a Tow License Fee that will be set by the City to be on the Police Department's tow rotation and to tow police impounds and tow police referrals. The City has set four hundred thousand dollars (\$400,000) annually as the aggregate tow license fee to be received by the City. Each Contractor shall pay an equal share of the aggregate fee depending on the number of tow contractors under agreement with the City. By way of example only, if there are four tow companies, each shall pay \$100,000 as their pro rata share of the aggregate fee. The annual aggregate tow license fee may be adjusted periodically by City Council action.

The City shall retain the right to impose alternative forms of taxes and/or fees in the event that the tow license fees are no longer assessable due to a subsequent change in federal, state or local laws.

W. Rotation

The Chief of Police will set the type of rotation worked by the Tow Companies.

X. Individual Rights

The right of any individual involved in a non-criminal traffic collision to call the Tow Company of their own choosing (an on-demand tow) shall not be infringed upon except in those cases where an unnecessary delay in removing the motor vehicle will, in the opinion of the investigating Peace Officer, diminish public safety or in cases where the individual is incapacitated and unable to make a decision.

Y. Courteous Customer Relations

Tow Companies shall courteously provide any information required by claimant to effect the release of the impounded vehicle including: confirming that a particular vehicle is in the Tow Company's possession, directions to the location of the vehicle, the method of securing its release, documentation required, applicable charges and fees required to be paid and terms of payment.

Z. Customer Satisfaction/Complaint Form

Tow Companies shall provide the registered owner or their representatives with a City issued "Customer Satisfaction/Complaint Form." Such forms shall be provided by the City, at City expense, and shall be made readily available to Tow Companies. The Escondido Police Department's Traffic Sergeant or his/her designee will review such forms and initiate an investigation, pursuant to contract terms.

AA. Efficient Processing

Tow Companies shall efficiently process claimants' requests so that legitimate and appropriate requests for the release of stored or impounded vehicles are completed within one (1) hour of the time a claimant arrives at the Tow Company's business office/storage yard.

BB. Charges and Fees

Tow Companies shall be authorized to, and responsible for, collecting applicable towing and impound charges and any fees required by the City prior to releasing a vehicle.

Exhibit 4 provides a complete schedule of all charges and fees that contracted Tow Companies will be authorized to collect from consumers for towing impound and referral services rendered on behalf of the City. Rates will be reviewed annually by the City for possible changes to the rates on the fee schedule.

CC. Towing and Impound Service Charges and Fees Posted Conspicuously

The schedule of City approved Towing and Impound Service Charges and Fees presented in Exhibit 4 shall be posted in a conspicuous place at all locations where the Tow Company does business and in every tow truck for consumer viewing. This posting shall also include all instructions necessary for consumers to affect an after-hours vehicle release.

DD. Billings

All invoices for towing and impounds shall be clearly itemized by charge or fee type and must include Case Numbers to track billing. Disputes associated with police-initiated towing and impound services that cannot be satisfactorily resolved by the parties involved shall be adjudicated by the City. At times there will be releases stating 'Bill at City Rate.' The Tow Companies agree that this City Rate is one-half of the tow rate plus \$2 per day for storage.

EE. Repair and Alteration of Impounded Vehicles

Except as provided for in sub-section M-5, Tow Companies shall not make any repairs or alterations of vehicles in their possession without the express written authorization of the vehicle's registered owner, the registered owner's insurance carrier or a verifiable agent of the owner or insurance carrier.

FF. Damage to Vehicle While in Tow Company's Possession

California Highway Patrol 180 impound and storage forms will be provided to the tow truck driver for police tows and impounds. A Tow Company shall be responsible for any damage occurring to the vehicle while in its sole possession and, therefore, damage not recorded on the CHP 180 damage assessment will be considered the Tow Company's responsibility. The Tow Company must indemnify the City for all damage which occurs to the vehicle after the Tow Company has arrived at the scene, or which occurs during Referral tows or On-demand tows.

GG. Loss of Property While in Tow Company's Possession

Tow Companies shall be responsible for all property belonging to that vehicle as identified by the content inventory and the CHP 180 form. Loss of property which occurs after the Tow Company has arrived at the scene, or which occurs during Referral tows or On-demand tows will be the sole and undisputed responsibility of the Tow Company.

HH. Police Department Errors and Omissions

When any vehicle has been ordered towed by the City and it is established that the tow was in error through a mistake of fact, the Tow Company shall release the vehicle to its registered owner or another legitimate claimant at no cost. If an error by the City results in a vehicle being stored longer than it can reasonably be determined that it should have been, the Tow Company shall release the vehicle to the claimant, and bill the claimant only those storage charges that would have accrued if no error had occurred. In the case of erroneous towing, Tow Companies shall charge the City 50% of the Basic Tow rate. In the case of erroneous extended storage, Tow Companies shall charge the City \$2.00 per day for storage charges beyond the claimant's responsibility. However, if the City can reasonably establish that the circumstances resulting in the error were beyond the control of the City, neither the City nor the claimant shall be liable for such charges.

II. Complaint Procedure

All Customer Satisfaction/Complaint Forms as well as any other verbal or written complaints will be forwarded expeditiously to the Escondido Police Department Traffic Unit, Attn. Sergeant.

The Traffic Sergeant or his/her designee will review, investigate, and adjudicate all complaints regarding police-initiated towing and impound service related disputes and customer complaints regarding the quality of service being provided by Tow Companies as measured by compliance with the terms and conditions of this agreement, when appropriate.

At the conclusion of the investigation of the complaint, applicable parties will be notified in writing of the outcome and any disciplinary action to be taken.

JJ. Non-Compliance With Contract Terms

Violations of this agreement will be investigated and a disposition determined by the Traffic Sergeant or his/her designee. The following will be used as a guide for action against an operator for minor violations investigated and verified as true:

- 1st Violation - Verbal Notice
- 2nd Violation Within 12 Consecutive Months – Written Reprimand
- 3rd Violation Within 12 Consecutive Months – Loss of 1 day of Rotation
- 4th Violation Within 12 Consecutive Months – Loss of 3 days of Rotation
- 5th Violation Within 12 Consecutive Months – Loss of one Regular Rotation

6th Violation Within 12 Consecutive Months – Contract Termination

The Chief of Police may suspend any operator or tow company if in his or her judgment the operator or tow company's conduct poses a danger to public safety, who has engaged in criminal conduct or constitutes a gross violation of the terms and conditions of the contract for services. The suspension would remain in effect until the investigation is completed and a final disposition is reached. Dispositions can result in discipline up to and including termination of contract.

KK. Appeals

All actions involving suspension or termination of contract may be appealed to the Chief of Police within five business days of written notification. The decision of the Chief of Police may be appealed to the City Manager within 10 business days after written notification of the decision of the Chief of Police. The decision of the City Manager is final, and there is no further administrative remedy available.

LL. Audit and Inspection of Records

Tow Companies shall, during normal business hours, make all records, equipment and storage facilities available for periodic, unscheduled inspection by the City. Records shall include company financial statements.

MM. Ethics

Tow Companies shall conduct all business in an ethical manner.

NN. Responsibility for Acts of Employees

Tow Companies shall be responsible for all acts of their employees while those employees are performing services for the City.

OO. Compliance with Laws Affecting California Employers

The Tow Company must comply with all provisions of the California Labor Code, and all applicable federal, state, and local laws governing the Company's relationship with its employees.

PP. Compliance with City Regulations Generally

Tow Companies shall maintain all buildings and properties used in the provision of services to the City and conduct all operations in compliance with applicable Chapters of the Escondido Municipal Code and Escondido Zoning Code.

QQ. Compliance with California Vehicle Code

Tow Companies shall comply with all applicable sections of the California Vehicle Code (CVC).

RR. Amendments to Scope of Work

City may independently, or upon request from Tow Companies, increase or reduce the scope of work to be performed by the Successful Applicants. Upon doing so, City and Successful Applicants agree to meet in good faith and confer for the purpose of resolving issues of concern to either party that may arise from such an increase or reduction in scope of work.

SS. Standard of Care

Tow Companies, in performing services under an agreement resulting from this Request for Proposal, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations.

TT. Performance Bond

Tow Companies must post a performance bond, with a company approved by the City, in the amount of \$25,000, renewable each year, to assure the Tow Company's faithful performance of the terms and conditions of this Request for Proposal and any subsequent Agreement to provide services for the City. This may take the form of a bond executed by a surety company authorized to do business in the state of California, an endorsed Certificate of Deposit, or a money order or certified check drawn on a solvent bank subject to the satisfaction of the City Attorney.

UU. Hold Harmless

The Tow Company (which in this paragraph 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:

1. Any personal injuries, property damage or death that the Tow Company may sustain while using City-controlled property or equipment, while participating in any activity sponsored by the City or from any dangerous condition or property;
2. Any injury or death which results or increases by any action taken to medically treat the Tow Company; or
3. Any claim of liability arising out of the negligence or any acts or omissions of the Tow Company in the performance of this Agreement. The Tow Company's duty to indemnify and hold harmless shall not include any liability which a court of competent jurisdiction has determined to have arisen from the active negligence, sole negligence, or sole willful misconduct of the City, its agents, officers, or employees.

VV. Termination of Agreements for Cause

If, through any cause, Tow Companies shall fail to fulfill in a timely and proper manner Tow Company's obligations under an agreement to provide services for the City, or if Tow Company violates any of the covenants, agreements or stipulations of such an Agreement, City shall have the right to terminate that Agreement by giving written notice to Tow Company of such

termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, reports and other materials prepared by Tow Company shall, at the option of the City, become the property of the City, and Tow Company shall be entitled to receive just and equitable compensation for any work satisfactorily completed up to the effective date of Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused City by Tow Company's breach.

WW. Termination of Agreements for Convenience of City

City may terminate the Agreement without cause by providing at least thirty (30) days advance written notice prior to termination. If the Agreement is terminated by City as provided in this paragraph, Tow Companies shall be entitled to receive just and equitable compensation for any satisfactory work completed up to the effective date of such termination, but shall not be entitled to receive compensation for damages, lost profits, or other expectation interests.

XX. Termination of Agreement by Tow Company

The Tow Company may terminate this Agreement by providing 60 days advance written notice to City, and will forfeit the entirety of any license or franchise fee payable up to the time of termination. The Tow Company agrees that the City reserves the right to add a new company to the Police Rotation if any Tow Company terminates pursuant to the provisions of this paragraph.

YY. Tow Company Errors and Omissions

In the event that the City Administrator determines that the Tow Company's negligence, errors, or omissions in the performance of work under this Agreement has resulted in expense to City greater than would have resulted if there were no such negligence, errors, omissions, the Tow Company shall reimburse City for additional expenses incurred by the City. Nothing herein is intended to limit City's rights under other provisions of this agreement.

ZZ. Ownership, Publication, Reproduction and Use of Material

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced under an agreement to provide services for the City shall be the sole and exclusive property of City. No such materials or properties produced in whole or in part under such an Agreement shall be subject to private use, copyrights or patent rights by Tow Companies in the United States or in any other country without the express written consent of City. City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distributed, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under such an Agreement.

AAA. Tow Companies Not Authorized to Represent City

Unless specifically authorized in writing by City, Tow Companies shall have no authority to act as City's agent to bind City to any contractual agreements whatsoever.

BBB. Promise Not to Acquire Conflicting Interests

Regardless of whether a Tow Company is designated as an FPPC Filer, Tow Company further warrants and represents that Tow Company will not acquire, obtain, or assume an economic interest during the term of this Agreement which would constitute a conflict of interest as prohibited by the Political Reform Act.

CCC. Duty to Advise of Conflicting Interests

Regardless of whether Tow Company is designated as an FPPC Filer, Tow Company further warrants and represents that Tow Company will immediately advise the City Attorney if Tow Company learns of an economic interest of Tow Company's which may result in a conflict of interest for the purpose of the Political Reform Act, and regulations promulgated thereunder. If necessary, the City Attorney will provide a referral to independent counsel who can assist the Tow Company with determinations regarding possible conflicts of interest.

DDD. Specific Warranties Against Economic Interests

Tow Company warrants and represents that neither Tow Company, nor Tow Company's immediate family members, nor Tow Company's employees or agents presently have any interest, directly or indirectly, whatsoever in any property which may be the subject matter of City-initiated towing and impound services.



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 14
Date: December 8, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Joyce Masterson, Assistant to the City Manager/Project Manager
SUBJECT: PUBLIC SAFETY FACILITIES OVERSIGHT COMMITTEE - FINAL REPORT AND DISSOLUTION OF THE COMMITTEE

RECOMMENDATION:

It is requested that the City Council receive and file the Final Report of the Public Safety Facilities Oversight Committee, and officially disband the Committee.

FISCAL ANALYSIS:

Financial information included in report.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Infrastructure and Public Facilities Element of the 2009-10 Council Action Plan.

PREVIOUS ACTION:

On December 8, 2004, the City Council adopted Resolution No. 2004-291R establishing an advisory Public Safety Facilities Oversight Committee as provided for in the 2004 Public Safety Bond. On June 14, 2006, the City Council received and filed the First Annual Report of the Public Safety Facilities Oversight Committee. On August 8, 2007, the City Council received and filed the Second Annual Report of the Public Safety Facilities Oversight Committee. On October 8, 2008, the City Council received and filed the Third Annual Report of the Public Safety Facilities Oversight Committee. On December 2, 2009, the Council received and filed the Fourth Annual Report of the Public Safety Facilities Oversight Committee.

BACKGROUND:

To carry out its responsibilities, the Oversight Committee has been meeting regularly since its inaugural meeting on February 24, 2005. The committee met on a bi-monthly basis. Oversight Committee members have:

Public Safety Facilities Oversight Committee


December 8, 2010

Page 2

- Conducted all business in compliance with the Brown Act
- Reviewed project plans
- Reviewed financial statements and audits
- Ensured that expenditures of bond proceeds are consistent with stated purposes of Prop P and that no bond revenues were used for administrators' salaries

With the construction and opening of all four fire stations and the new joint Police and Fire Headquarters, the Public Safety Facilities Oversight Committee has now completed its mission of monitoring and overseeing the program through the regular public meetings, site tours and updates from the project team. Oversight Committee Chair, Carl Skaja, will present the final report to the City Council (A copy is attached to this report as Attachment "A").

Respectfully submitted,

A handwritten signature in cursive script that reads "Joyce Masterson".

Joyce Masterson
Assistant to the City Manager/Project Manager

Public Safety Facilities Oversight Committee

Final Report
December 2010



Dear Community Members,

With this report, the Public Safety Facilities Oversight Committee has now completed its mission of monitoring and overseeing the Proposition P bond funds through regular public meetings, site tours and updates from the project team.

In November 2004, Escondido voters approved Proposition P, an 84.3 million bond measure for the construction of a much-needed new joint Police and Fire Headquarters, as well as the construction of three new neighborhood fire stations and a replacement Fire Station I. The Public Safety Facilities Oversight Committee was established to ensure that bond proceeds were spent only for the uses listed in the Prop P ballot language and that no funds were used for administrators' salaries. I am pleased to report that all four fire stations, as well as the joint Police and Fire Headquarters, have been completed and are now in operation. In addition, \$437,719 in unused Prop P funds remain and are being held in the Local Agency Investment Fund. Approximately \$255,883 of those remaining funds may be used to cover any arbitrage fees that may be imposed upon the City. The use of the balance of the remaining funds will be the City Council's decision.

As chair of the Oversight Committee, it has been a privilege to work with City staff and my fellow committee members to oversee the expenditure of Proposition P funds for these vital public safety facilities. With the completion of these projects, we have fulfilled our promise to create a safer community.

— Carl Skaja, Chair

Current Members

- Darol Caster
- James Fraker
- Randy Goodman
- Larry Lynch
- Richard Marino
- Carl Skaja (Chair)
- Mike Stein

Previous Members

- Van Bethea
- Jim Crone
- Kris Hartnett
- Gene Heyer
- Scott Molloy
- Barry Newman



PROJECTS

Police and Fire Headquarters

The budget for the Police and Fire Headquarters was revised by the City Council in December 2005 from \$50.6 to \$60 million. Additional funding came from interest earning on the bonds, capital improvement funds, public facility fees, general fund, sale of plans and a state grant. The project was completed in May 2010. The final cost was \$62,769,453 and included construction management, design, construction, and bond issuance costs.

Fire Station 1

The original budget for Fire Station 1 was revised by the City Council in August 2006 from \$14.5 million to \$17.7 million to accommodate the addition of a training tower. The project was completed in November 2009. The final cost: was \$14,958,818 and included demolition, design, construction and bond issuance costs.

Fire Station 3

The budget for Fire Station 3 was \$6.0 million. The project was completed in August 2008. The final cost was \$5,817,090 and included land acquisition, design, construction, and bond issuance costs.

Fire Station 6

The budget for Fire Station 6 was \$5.0 million. The project was completed in November 2008. The final cost was \$6,824,177 and included land acquisition, eminent domain legal fees, design, construction, and bond issuance costs.

Fire Station 7

The budget for Fire Station 7 was \$6.5 million. The project was completed in November 2008. The final cost was \$5,309,485 and included land acquisition, design, construction, and bond issuance costs.

Summary of Project Funding and Project Costs as of October 31, 2010

Project total cost:

Police & Fire Headquarters	62,769,453
Fire Station # 1	14,958,818
Fire Station # 3	5,817,090
Fire Station # 6	6,824,177
Fire Station # 7	5,309,485
Total expenditures	95,679,023

Non Prop P funding sources:

General Fund	758,339
Public Facility Fees	1,858,563
State Grant-91 I	517,174
Total non Prop P funding sources	3,134,076

Total Prop P expenditures	92,544,947
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Prop P sources:

Bond Proceeds	84,350,000
Bond Premium	781,966
Sale of Plans	23,754
Investment Income	7,826,946
Total Prop P sources	92,982,666

Available Prop P funds	437,719
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ITEM NO.: 15

AGENDA: 12-8-10

There is no material for this agenda item.

THE FOLLOWING ITEM(S) WILL BE DISTRIBUTED WHEN AVAILABLE:

- () Staff Report
- () Resolution No.: _____
- () Ordinance No.: _____
- () Exhibits/Attachments: _____

DUE TO THE SIZE OF THIS AGENDA ITEM:

- () **COUNCIL MEMBERS:** A copy is in the Council Reading File
- () **Staff and others:** A copy is available in the City Clerks Office for viewing



ITEM NO.: 16

AGENDA: 12-8-10

There is no material for this agenda item.

THE FOLLOWING ITEM(S) WILL BE DISTRIBUTED WHEN AVAILABLE:

- () Staff Report
- () Resolution No.: _____
- () Ordinance No.: _____
- () Exhibits/Attachments: _____

DUE TO THE SIZE OF THIS AGENDA ITEM:

- () **COUNCIL MEMBERS:** A copy is in the Council Reading File
- () **Staff and others:** A copy is available in the City Clerks Office for viewing



AGENDA ITEM NO.: 17
 AGENDA DATE: 12-8-10

FUTURE CITY COUNCIL AGENDA ITEMS
December 2, 2010

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

Green Sheet Due by Noon on Monday, 11/29/10
 Staff Reports/Resos due by Noon on 12/7/10

DECEMBER 15, 2010	
4:00 p.m.	
1	Swearing-in of new Councilmember to fill Council vacancy (tentative)
CONSENT CALENDAR	
2	Resolution for Council Appointment (Tentative) (City Councilmembers)
3	State of California 9-1-1 Emergency Communications office AB912 Funding (J. Maher/S. Cervenka) <i>The Escondido Police Department has qualified for a one-time payment under Assembly Bill 912 (AB912). Funds will cover training costs, and salary and overhead expenses for newly hired dispatchers during training.</i>
4	Annual Financial Report and the Independent Audit Report for the Proposition Capital Funds related to the Public Safety Facility Projects for the Fiscal Year Ended June 30, 2010 (G. Rojas)
5	Annual Report on Capital Funds Funded by Developer Fees for FY ending 6/30/10 (G. Rojas) <i>This report is required to be filed annually pursuant to Govt. Code Section 66006.</i>
6	Notice of Completion for 2010 Utilities Paving Project (L. Vereker) <i>The improvements included paving of the Dixon Lake parking lot and the road to the Water Treatment Plant.</i>

DECEMBER 15, 2010 (cont.)	
7	<p>Lease Agreement Between the City of Escondido and Frank Turlo DBA Escondido Suzuki/San Diego Auto Thrift for Use of City Property Located at 165 E. Lincoln and the Northeast Corner of Broadway and SR 78 in the City of Escondido (E. Domingue)</p> <p><i>Mr. Turlo is the owner of Escondido Suzuki/San Diego Auto Thrift. For the past three years he has leased 165 East Lincoln and a small landscaped area at the corner of Broadway and SR 78 for his dealership. Mr. Turlo has been in negotiation with the City to purchase the parcels for the last three years and states that current economic conditions do not allow him to proceed at this time. Approval of this lease will provide for an additional term of three (3) years and a rent rate increase to \$721 per month, subject to a 3% annual increase.</i></p>
8	<p>Establish a New Account and Budget Adjustment for Reimbursement to the Developer of Tract 914 (E. Domingue)</p> <p><i>The City entered into a development agreement (2005-12-DA) and a follow-up Operating Memorandum of Understanding on 9/2/10 with the developer of Tract 914. The provisions of the Development Agreement entitled the developer for reimbursement allowance for construction of two traffic signals in the amount of \$150,000</i></p>
9	<p>Fifth Amendment to Consultant Agreement for Bear/East Valley Parkway Project for Environmental Services (Helix) (E. Domingue)</p> <p><i>In 2004, as part of the Bear/East Valley Pkwy. project, the Federal Highway Administration (FHWA) approved an environmental document for the complete project. Design of the last phase of this work is now beginning and requires review and potentially some updates to the environmental documents previously prepared and processed to approval by Helix.</i></p>
PUBLIC HEARINGS:	
10	<p>Business Enhancement Zone (BEZ) Consideration of a Modification to the Conditional Use Permit for Weir Asphalt Plant (PHG 10-0014) (B. Redlitz)</p> <p><i>The asphalt plant already is capable of increasing production to the requested rate, but does not have the storage capacity that would allow them to do so. The two new storage silos would be the same height as the existing two silos. APCD</i></p>
CURRENT BUSINESS	
11	<p>Appointment to Council Sub-Committees (tentative) (Mayor)</p>

DECEMBER 15, 2010 (cont.)	
12	<p>Council Action Plan Update (G. Sullivan)</p> <p><i>This item is a status update on all the action items Council adopted for the 2009-2010 Council Action Plan.</i></p>
13	<p>General Plan Update and Climate Action Plan (File: PHG 09-0020 and PHG 10-0016) (B. Redlitz)</p> <p><i>This item is intended to update the City council on the progress of the General Plan Update, provide direction to staff, and approve the consultant contract.</i></p>
14	<p>Future Agenda Items (M. Whalen)</p>
7:00 p.m.	
CURRENT BUSINESS	
15	<p>Minor League Baseball Ballpark: (a) Consulting Agreements and Budget Adjustments; (b) Acquisition of 480 North Spruce and (c) Council Discussion on Ballpark (C. Grimm)</p> <p><i>Additional funding is needed for continued consulting services pertaining to environmental, financial, legal, and redevelopment issues associated with the ballpark development</i></p>

DECEMBER 22, 2010 – NO MEETING (CHRISTMAS)
