



Council Meeting Agenda

MARCH 13, 2013
CITY COUNCIL CHAMBERS
3:30 P.M. Closed Session; 4:30 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	Sam Abed
DEPUTY MAYOR	Olga Diaz
COUNCIL MEMBERS	Ed Gallo John Masson Michael Morasco
CITY MANAGER	Clay Phillips
CITY CLERK	Diane Halverson
CITY ATTORNEY	Jeffrey Epp
DIRECTOR OF COMMUNITY DEVELOPMENT	Barbara Redlitz
DIRECTOR OF PUBLIC WORKS	Ed Domingue

ELECTRONIC MEDIA:

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

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

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

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



Council Meeting Agenda

**March 13, 2013
3:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

Case Name: DEMETRIO GOMEZ, ET AL. V. CITY OF ESCONDIDO, ET AL.
Case No: 37-2011-00060480-CU-CR-NC

ADJOURNMENT



Council Meeting Agenda

**March 13, 2013
4:30 P.M. Meeting**

**Escondido City Council
Mobile Home Rent Review Board**

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

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

ORAL COMMUNICATIONS

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COUNCIL MEMBERS' REPORTS/BRIEFING

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **[APPROVAL OF MINUTES: 1\) Regular Meeting of February 13, 2013, 2\) Special Meeting of February 20, 2013, 3\) Amended Minutes of the Regular Meeting of November 14, 2012](#)**

4. **[BUDGET INCREASE FOR THE OAK HILL - STREET AND MODULAR BUILDING SITE IMPROVEMENT PROJECT AND APPROVAL OF A CHANGE ORDER TO INCREASE THE AMOUNT OF THE PURCHASE ORDER WITH SOUTHLAND PAVING INC. FOR THIS PROJECT -](#)**

Request Council approve a budget increase in the amount of \$50,000 for the Oak Hill - Street and Modular Building Site Improvement Project; and authorize a change order to increase the amount of the purchase order with Southland Paving Inc., the general contractor on the project.

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

5. **[SUMMARY STREET VACATION: PORTIONS OF SOUTH ORANGE STREET AND A PORTION OF THE ALLEY RUNNING PERPENDICULAR TO SOUTH ORANGE STREET AND CENTRE CITY PARKWAY -](#)**

Request Council authorize the summary street vacation of portions of South Orange Street and a portion of the alley running perpendicular to South Orange Street and Centre City Parkway.

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

RESOLUTION NO. 2013-32

6. **[CALHOME GRANT AUTHORIZATION -](#)**

Request Council authorize the Director of Community Development to submit grant documents for CalHOME Grant Funds in the amount of \$1,000,000 from the California Department of Housing and Community Development (HCD) and, if awarded, accept the grant funds and complete necessary documents required by HCD for participation in the CalHOME program in order to fund a housing rehabilitation program for low-income homeowners.

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

RESOLUTION NO. 2013-34

7. **[2012 ANNUAL HOUSING ELEMENT REPORT \(CASE NO. PHG 13-0001\) -](#)**

Request Council authorize submittal of the 2012 Annual Housing Element Report involving the 2005-2012 General Plan Housing Element to the State Office of Planning and Research and the State Department of Housing and Community Development.

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

8. MOBILEHOME PARK MANAGEMENT BUDGET ADJUSTMENT -

Request Council approve a budget adjustment that increases mobilehome rental income and mobilehome park professional services expenditures by \$53,000 in order to receive and expend pass-thru payments from households renting mobilehome lots from the City of Escondido.

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

9. COUNTY OF SAN DIEGO OPERATIONAL AREA MUTUAL AID AGREEMENTS -

Request Council accept the Fire Chief's recommendation and authorize the Mayor and City Clerk to execute a Public Works Mutual Aid Agreement and a Building Safety Inspection Mutual Aid Agreement between the City of Escondido and the County of San Diego.

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

RESOLUTION NO. 2013-31

10. CONSTRUCTION SUPPORT AGREEMENTS; INFLUENT PUMP STATION PROJECT -

Request Council authorize the Mayor and City Clerk to execute Consulting Agreements and a Public Services Agreement with: 1) Water Synergy, Inc. for services during construction including reviewing technical submittals in the amount of \$211,123; 2) West Coast Geotechnical Consultants, Inc. for geotechnical and materials testing services during construction in the amount of \$120,000 and 3) CPM Construction, Inc. for estimating and scheduling services in the amount of \$175,000.

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

RESOLUTION NO. 2013-30

11. TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2012

- Request Council receive and file the Quarterly Investment Report.

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

12. VISTA VERDE MOBILE ESTATES RENT REVIEW RESOLUTION (CASE #0697-20-9916)

- Request Council authorize granting an increase based on testimony received at a Public Hearing on February 13, 2013. Continued from March 6, 2013.

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

RRB RESOLUTION NO. 2013-01R

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

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

CURRENT BUSINESS

13. RESOLUTION TO DOCUMENT INITIATION OF AN OUT-OF-AGENCY SEWER SERVICE AGREEMENT (CASE NO. PHG 13-0002) -

Request Council approve making an application to LAFCO for an Out-of-Agency Sewer Service Agreement for connection to the City's sewer; authorize staff to process an Irrevocable Offer of Annexation; and consider a condition for an agreement to become part of a future Assessment District for future infrastructure improvements.

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

RESOLUTION NO. 2013-36

14. CHANNEL MAINTENANCE PROGRAM AND ADOPTION OF MITIGATED NEGATIVE DECLARATION (ENV 12-0001) -

Request Council approve the proposed Channel Maintenance program, which is the City's Regional General Permit (RGP) Plan that involves channel maintenance activities for 63 flood control facilities throughout the City; and adopt the Mitigated Negative Declaration (MND) issued for the project along with the Mitigation Monitoring Report.

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

RESOLUTION NO. 2013-24

WORKSHOP

15. STREET MAINTENANCE WORKSHOP -

Request Council receive a brief presentation on the City's existing pavement condition and provide direction to staff for the future Street Maintenance Program.

Staff Recommendation: Provide direction to staff (Public Works/Engineering: Ed Domingue)

FUTURE AGENDA

16. FUTURE AGENDA -

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

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

ORAL COMMUNICATIONS

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on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
March 20	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
March 27	No Meeting	-	-	-
April 3	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
April 10	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Submission of Speaker forms prior to the discussion of an item is highly encouraged. Comments are generally limited to 3 minutes.

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

Nomination forms for Community Awards are available at the Escondido City Clerk's Office or at <http://www.escondido.org/city-clerks-office.aspx>

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

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

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

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

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

Please turn off all cellular phones and pagers while the meeting is in session.

**The City Council is scheduled to meet the first four Wednesdays
of the month at 3:30 in Closed Session and 4:30 in Open Session.
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the CDC, Escondido Joint Powers
Financing Authority and the Mobilehome Rent Review Board.**

**CITY HALL HOURS OF OPERATION
Monday-Friday 8:00 a.m. to 5:00 p.m.**



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

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

CITY OF ESCONDIDO
February 13, 2013
3:30 p.m. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, February 13, 2013 in the Council chambers at City Hall with Mayor Abed presiding.

ATTENDANCE

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

ORAL COMMUNICATIONS

None

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

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

- a. Property: 401 N. Spruce Street
- Agency Negotiators: Debra Lundy, Real Property Manager
- Negotiating parties: Interfaith Community Services
- Under negotiation: Price and terms of agreement

Councilmember Diaz recused herself and left the room for this discussion because of a conflict of interest related to her employment by Interfaith Community Services.

City Attorney Jeffrey Epp announced that Council had authorized a lease extension with Interfaith Community Services which will be on the open session agenda for the March 6, 2013 meeting.

- b. Property: Por. APN: 231-220-41 (Mountain View Park)
 Agency Negotiators: Charles Grimm, Assistant City Manager
 Negotiating parties: American Heritage Education Foundation
 Under negotiation: Price and terms of agreement
- c. Property: Por. APN: 271-060-02, 271-060-05 & 271-070-07
 (Vineyard Municipal Golf Course)
 Agency Negotiators: Charles Grimm, Assistant City Manager
 Negotiating parties: Tom D'Agosta
 Under negotiation: Price and terms of agreement
- d. Property: 2120 Harmony Grove Road
 Agency Negotiators: Clay Phillips, City Manager
 Negotiating parties: Stone Brewing Company
 Under negotiation: Discussion regarding the current lease of property

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

- a. **Case Name:** Favreau, et al. v. City of Escondido, et al.
Case No.: 10-CV-2348-W (WVG)
- b. **Case Name:** Demetrio Gomez, et al. v. City of Escondido, et al.
Case No: 37-2011-00060480-CU-CR-NC

III. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:

- a. Significant exposure to litigation pursuant to subdivision (b) of Government Code §54956.9(b): **One Case**

ADJOURNMENT

After discussing items I(a), II(a) II(b), and III(a), Council recessed to the regular meeting at 4:25 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
February 13, 2013
4:30 p.m. Meeting Minutes

Escondido City Council
and as Successor Agency to the CDC
Mobilehome Rent Review Board
Escondido Joint Powers Financing Authority

CALL TO ORDER

The Regular Meeting of the Escondido City Council, Mobilehome Rent Review Board and Escondido Joint Powers Financing Authority was called to order at 4:30 p.m. on Wednesday, February 13, 2013 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE

Troop #649, Rattlesnake Patrol, led the flag salute.

ATTENDANCE

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

Also present were: Clay Phillips, City Manager; Jeffrey Epp, City Attorney; Barbara Redlitz, Community Development Director; Ed Domingue, Public Works Director; Diane Halverson, City Clerk; and Liane Uhl, Minutes Clerk.

PRESENTATION

Mayor Abed presented a Community Award Certificate of Recognition to Nuha Chedid.

ORAL COMMUNICATIONS

Frank Woolridge, Escondido, urged Council to provide a year round shelter for the homeless.

Tom Cowan, Escondido, requested Council make a year round shelter available for the homeless.

Nicole Downey, Escondido, indicated she wanted more information on Police Chief Maher's retirement.

COUNCIL MEMBERS' REPORTS/BRIEFING

Councilmember Gallo indicated the NCTD was hiring an in-house attorney instead of using an outside agency.

Councilmember Morasco went to Ecuador to participate in a humanitarian service project. The Awards Selection Committee had met. He indicated it was wise to get to the California Center for the Arts, Escondido early to attend the free concerts. He also stated the AMGEN bicycle tour route was starting and finishing in Escondido.

Mayor Abed stated the SANDAG retreat was held in Barona and they had set goals for next year. He also indicated the State of the City would be held on February 20, 2013 from 7:30 a.m. – 9:30 a.m. at the California Center for the Arts, Escondido. Breakfast was available for \$15.00 but there was no charge for the general public to attend.

CONSENT CALENDAR

Mayor Abed removed item 6 and Councilmember Morasco removed item 8 from the Consent Calendar for discussion.

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (Council/Successor Agency/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: Regular Meeting of January 16, 2013**
4. **ADOPT RESOLUTION DESIGNATING HUMAN RESOURCES DIRECTOR TO MAKE DISABILITY RETIREMENT APPLICATIONS ON BEHALF OF CITY EMPLOYEES – Request Council approve designating the Human Resources Director to make applications on behalf of city employees for disability retirement, including industrial and non-industrial disabilities. (File No. 0170-57)**

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

RESOLUTION NO. 2013-13

5. **STREET NAME CHANGE FOR PRIVATE STREETS IN THE CONTEMPO CONDOMINIUM DEVELOPMENT (Case No. PHG 11-0009) – Request Council approve the proposed street name changes to reflect the new private street layout for the 84-unit Contempo (formerly City Square) condominium development. (File No. 0800-40 PHG 11-0009)**

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

RESOLUTION NO. 2013-10

6. **DESTRUCTION OF POLICE DEPARTMENT RECORDS** – Request Council authorize the destruction of specified Police Department records in accordance with the City's Records Retention Schedule. (File No. 0160-35)

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

RESOLUTION NO. 2013-16

Delores McQuiston, Escondido, asked to have this item discussed.

Clay Phillips, City Manager, indicated that this was a routine City policy.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to authorize the destruction of specified Police Department records in accordance with the City's Records Retention Schedule and adopt Resolution No. 2013-16. Motion carried unanimously.

7. **AWARD BID FOR TWO 2013 LINE TRUCKS** – Request Council approve the bid award for two line trucks to North County Ford in the amount of \$266,530. (File No. 0470-35)

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

RESOLUTION NO. 2013-15

8. **APPROVAL OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR JULY 2013 THRU DECEMBER 2013 AND APPROVAL OF A LOAN AGREEMENT BETWEEN THE CITY AND REDEVELOPMENT SUCCESSOR AGENCY** – Request Council adopt the Recognized Obligation Payment Schedule (ROPS 13-14A) so the Successor Agency may continue to make payments due for enforceable obligations; and approve a loan agreement between the City and the Successor Agency for the purpose of short term cash flow needs. (File No. 0440-35)

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

- a. **RESOLUTION NO. 2013-21**
- b. **RESOLUTION NO. 2013-26R**

Councilmember Morasco asked if this would come to the Council on an as needed basis.

Gil Rojas, Finance Director, answered that it would be on an as needed basis.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz to adopt the Recognized Obligation Payment Schedule (ROPS 13-14A) so the Successor Agency may continue to make payments due for enforceable obligations; approve a loan agreement between the City and the Successor Agency for the purpose of short term cash flow needs and adopt Resolution No. 2013-21 and Resolution No. 2013-26R. Motion carried unanimously.

9. **AUTHORIZE THE FLEET SERVICES DEPARTMENT TO PURCHASE EIGHT (8) POLICE VEHICLES FROM FOLSOM LAKE FORD BY UTILIZING THE COOPERATIVE PURCHASE CONTRACT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES, PROCUREMENT DIVISION** – Request Council authorize the Fleet Services Department to purchase directly from Folsom Lake Ford eight (8) police vehicles by utilizing the cooperative purchase contract with the State of California, Department of General Services, Procurement Division. (File No. 0470-25)

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

RESOLUTION NO. 2013-22

10. **BUDGET ADJUSTMENT – CITRACADO PARKWAY LANDSCAPE INSTALLATION** – Request Council approve a budget adjustment in the amount of \$25,000 to the Streets Capital Project Fund to provide funding for the installation of new landscaping in the median of Citracado Parkway near the new Del Lago Academy. (File No. 0430-80)

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

11. **FIRST AMENDMENT TO LEASE AGREEMENT WITH JOHN & ANN O'FLYNN, DBA LAKE WOHLFORD RESORT AT SIX-ACRE PORTION OF APN: 190-110-17, LAKE WOHLFORD ROAD, COUNTY OF SAN DIEGO** – Request Council authorize the Real Property Manager and City Clerk to execute a First Amendment to Lease Agreement with Lake Wohlford Resort for the six-acre portion of APN 190-110-17, located on Lake Wohlford Road in the County of San Diego. (File No. 0600-10 [A-1720])

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

RESOLUTION NO. 2013-12

12. **NOTICE OF COMPLETION FOR TRACT 850 - WASHINGTON HILLS** – Request Council approve and accept the public improvements and authorize staff to file a Notice of Completion for Tract 850 Washington Hills. (File No. 0800-10 Tract 850)

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

13. **FISCAL YEAR 2012-13 STATE OF CALIFORNIA CITIZENS' OPTIONS FOR PUBLIC SAFETY (COPS) PROGRAM GRANT AND BUDGET ADJUSTMENT** – Request Council accept a FY 2012-13 Citizens' Options for Public Safety (COPS) Program Grant in the amount of \$234,876; approve grant expenditures consistent with guidelines in AB 1913; authorize the Chief of Police to sign and submit grant documents on behalf of the City; and authorize staff to establish budgets to spend grant funds to support front-line law enforcement needs. (File No. 0480-70)

Staff Recommendation: Approval (**Police Department: Cory Moles**)

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

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

14. **ANNEXATION/REORGANIZATION, PREZONE AND SPHERE OF INFLUENCE AMENDMENT (PHG 11-0036)** – Approved by Council on January 16, 2013 with a vote of 3/1/1, Diaz voting No, Masson absent. (File No. 0850-20)

ORDINANCE NO. 2013-01 (Second Reading and Adoption)

CURRENT BUSINESS

15. **2013 REFUNDING OF 2001 LEASE REVENUE BONDS (REIDY CREEK PROJECT) FINANCING PLAN AND LEGAL DOCUMENTS** – Request Council and the Escondido Joint Powers Financing Authority take the following actions: a) approve the issuance and sale of Lease Revenue Refunding Bonds, Series 2013A ("2013 Bonds"), in the principal amount not to exceed \$5.5 million to refinance 2001 Lease Revenue Bonds ("2001 Bonds") which financed construction improvements at Reidy Creek Golf Course and related storm drain and flood control improvements, b) Authorize the Mayor/Chairperson, City Manager/Executive Director, City Clerk/Secretary, Finance Director/Treasurer and other officers of the City and Financing Authority to sign any and all refinancing documents, c) Authorize the Finance Department to make the necessary revenue and expenditure budget adjustments to the General Fund, Golf Course Fund and Debt Service Fund for all transactions associated with the issuance of the 2001 Bonds. (File No. 0440-22)

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

- a. **RESOLUTION NO. 2013-28**
- b. **EJPFA RESOLUTION NO. 2013-01**

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

MOTION: Moved by Councilmember Masson and seconded by Councilmember Morasco to approve the issuance and sale of Lease Revenue Refunding Bonds, Series 2013A ("2013 Bonds"), in the principal amount not to exceed \$5.5 million to refinance 2001 Lease Revenue Bonds ("2001 Bonds") which financed construction improvements at Reidy Creek Golf Course and related storm drain and flood control improvements, authorize the Mayor/Chairperson, City Manager/Executive Director, City Clerk/Secretary, Finance Director/Treasurer and other officers of the City and Financing Authority to sign any and all refinancing documents, authorize the Finance Department to make the necessary revenue and expenditure budget adjustments to the General Fund, Golf Course Fund and Debt Service Fund for all transactions associated with the issuance of the 2001 Bonds and adopt Resolution No. 2013-28 and EJPFA Resolution No. 2013-01. Motion carried unanimously.

PUBLIC HEARINGS

16. **LONG-FORM RENT REVIEW BOARD HEARING FOR VISTA VERDE MOBILE ESTATES (CASE # 0697-20-991)** – Request Council consider the long-form rent increase application submitted by Vista Verde Mobile Estates located at 1924 Sheridan Avenue. This is the first rent increase application by the park owner since the implementation of the City's Rent Control Ordinance in June 1988. (File No. 0697-20-9916)

Staff Recommendation: Accept the staff report, hear public testimony and determine appropriate increase. (**Community Development/Housing: Barbara Redlitz**)

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

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

Mark Alpert, Park Representative, requested that Council grant the rent increase.

Don Greene, Resident Representative, urged Council to grant the \$79 rent increase recommended by Brabant & Associates.

Olen Mercer, Vista Verde Estates Owner, indicated the rent increase was just and reasonable.

Josephine Branton, Escondido, stated she was on a fixed income and would be forced to leave her home if the rent increase was granted.

Cara Larnkjaer, Escondido, indicated she lived with her father and they would be forced out of their home if the rent increase was granted.

Margaret Hemmer, Escondido, stated she and her husband were on a fixed income and asked Council to deny the rent increase.

Nicole Merkel, Escondido, indicated she would not be able to keep her home if the rent increase was granted and urged Council to deny it.

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

MOTION: Moved by Councilmember Diaz to approve a \$490 increase. There was no second. Motion failed.

MOTION: Moved by Councilmember Morasco and seconded by Mayor Abed to grant a rent increase of 60% of CPI, phased in over 3 years, with no recovery fees. Ayes: Abed, Diaz, Masson and Morasco. Noes: Gallo. Absent: None. Motion carried.

- 17. APPEAL OF PLANNING COMMISSION'S DECISION TO DENY AN AMENDMENT TO THE INTERIM DOWNTOWN SPECIFIC PLAN (PHG 12-0025)** – Request Council approve the appeal of the Planning Commission action denying a proposed amendment to the Interim Downtown Specific Plan that would allow Educational Facilities for Adults in the Historic Downtown District on the ground floor along Grand Avenue with a Conditional Use Permit (CUP). (File No. 0800-40 PHG 12-0025)

Staff Recommendation: Approval of appeal and amendment to the Downtown Specific Plan
(Community Development /Planning: Barbara Redlitz)

RESOLUTION NO. 2013-14

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

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

Derry Connolly, President of John Paul University, listed the positive aspects of locating the university in downtown Escondido and asked Council to grant the appeal.

Julian Nava, Valley Center, urged Council to approve the University's move into the downtown area.

Carol Rea, Escondido, requested Council approve the amendment to the Interim Downtown Specific Plan and allow the university to come downtown.

Don Zech, CDC Commercial Leasing President, asked Council to amend the Specific Plan and allow the University downtown.

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

MOTION: Moved by Councilmember Masson and seconded by Councilmember Diaz to approve the appeal of the Planning Commission action denying a proposed amendment to the Interim Downtown Specific Plan that would allow Educational Facilities for Adults in the Historic Downtown District on the ground floor along Grand Avenue with a Conditional Use Permit and adopt Resolution No. 2013-14. Ayes: Abed, Diaz, Masson and Morasco. Noes: Gallo. Absent: None. Motion carried.

18. **WATER AND WASTEWATER RATE ADJUSTMENTS FOR 2013 AND 2014** – Request Council approve utility rate adjustments, effective March 1, 2013, to increase Water Fund revenue by 12% and Wastewater Fund revenue by 4%; and approve utility rate adjustments, effective March 1, 2014, to increase Water Fund revenue by an additional 12% and Wastewater Fund revenue by an additional 4%. (File No. 1320-65)

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

RESOLUTION NO. 2013-25R

Christopher McKinney, Utilities Director, gave the staff report and presented a series of slides.

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

Eric Larson, San Diego County Farm Bureau, urged Council to keep agriculture water rate low.

Burnet Wohlford, Escondido, asked Council to lower the agriculture water rates.

Phil Henry, Escondido, requested that Council to keep the agriculture rates low.

Eddie Grangetto, Escondido, asked that Council not raise the agriculture rates.

Neil Marshburn, Escondido, urged Council to invest in agriculture and maintain their current rates.

Carson Keisel, Escondido, asked that the agriculture rates remain low.

Mike Effenburger, Escondido, requested Council keep the agriculture water rates low.

Rick Carey, Escondido, indicated the agriculture rates should be kept low.

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

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Masson to approve Option 1, a 12% single family residence increase with no increase to the agriculture rates and adopt Resolution No. 2013R. Ayes: Abed, Gallo, Masson and Morasco. Noes: Diaz. Absent: None. Motion carried.

FUTURE AGENDA

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

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

ORAL COMMUNICATIONS

None

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

Council recessed back into Closed Session at 9:30 p.m. for discussion of items I(b), I(c) and Id).

ADJOURNMENT

Mayor Abed adjourned the meeting at 10:20 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

**CITY OF ESCONDIDO
SPECIAL MEETING OF THE CITY COUNCIL
8:30 A.M. WEDNESDAY, FEBRUARY 20, 2013
CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO
STATE OF THE CITY
MINUTES**

CALL TO ORDER

The Special Meeting of the City Council of the City of Escondido, California, was called to order on Wednesday, February 20, 2013 at the California Center for the Arts, Escondido with Mayor Abed presiding.

WELCOME

City Manager, Clay Phillips, welcomed everyone to the annual State of the City address by Mayor Abed.

FLAG SALUTE

George Chamberlain, Financial Analyst, led the flag salute accompanied by the Police and Fire Department Color Guard.

MASTER OF CEREMONIES

George Chamberlain introduced the Mayor and Councilmembers and noted numerous elected officials from other cities in attendance.

CHAMBER OF COMMERCE REMARKS

Brian Murphy, Chairman of the Board, reported on the Chamber of Commerce sponsored activities that were held in the city.

ATTENDANCE

The following members were present: Deputy Mayor Olga Diaz, Councilmember Ed Gallo, Councilmember Mike Morasco, Councilmember John Masson and Mayor Sam Abed. Quorum present.

RECOGNITION OF COMMUNITY AND STAFF

The following employees were acknowledged for their service to the City of Escondido:

<i>Wilma Daubman</i>	25 years
<i>Joyce Masterson</i>	25 years
<i>Mike Lowry</i>	Service Award

Escondido City Council Awards were presented by Mayor Abed and members of the Council to the following:

<u>Recipient</u>	<u>Category</u>
<i>Alfredo Velasco</i>	Mayor's Award
<i>Karen Jobe</i>	Arts Education
<i>Daniel Hurd</i>	Business Leadership
<i>Julie Hurkman</i> <i>Victoria Muchek</i>	
<i>Arline Whited</i>	Charity
<i>Jim Schneider</i>	Citizenship
<i>Rich Aeling</i>	Community Service
<i>The Hofstetter Family</i>	Diversity
<i>Corie DeAnda</i>	Education
<i>Scott Kolod</i>	Performing Arts
<i>Betty Lou Gibbs</i>	Youth

Recognition was given to the following Board and Commission members who retired during the past year:

Building Advisory and Appeals Board
Edward Lehman.....10 years

Community Services Commission
Jo Anne Giese.....4 years
William Banning.....6.5 years
Jesse Longacre.....20.5 years

Historic Preservation Commission
Lucy Berk.....4 years

Library Board of Trustees
Diane Yerkes.....3.5 years

Personnel Board of Review
Yvon Dacayana.....4 years
Victoria De la Mora.....4 years
Tricia Moore.....4 year
William Banning.....6.5 years

Planning Commission
Don Yerkes.....2 years
Edward Lehman.....8 years
Jack Campbell.....11 years

Pubic Art Commission
Joan Irving.....7.5 years
Tim Alyea.....10 years
Tim Giblin.....16 years

Transportation & Community Safety Commission
Nick Ponce.....15 years

MAYOR'S STATE OF THE CITY ADDRESS

Mayor Abed noted the many accomplishments made in the past year including a balanced budget, pension reform, opening City Hall from 8:00 a.m. to 5:00 p.m. Monday through Friday, and reopening the East Valley branch library as a technology and internet center. He also cited the new Palomar Medical Center, Maple Street Plaza and the Nordahl Bridge project as major improvements in the city.

Mayor Abed listed four key areas to build the economy in 2013:

ECONOMIC GROWTH: Implement our Comprehensive Economic Development Master Plan; collaborate with North County mayors on our Regional Economic Plan; prepare our business park for development to accelerate job creation; develop a marketing plan to attract capital and promote Escondido; and establish proactive annexation policies for the new 500 acres approved by Prop N.

PUBLIC SAFETY: Continue to address Police and Fire staffing levels; maintain and strengthen existing police and fire policies; and expand targeted community policing to the entire urban core.

NEIGHBORHOOD IMPROVEMENT: Develop an urban renewal plan to improve our aging neighborhoods; restore proactive code enforcement to improve city appearance; create a more vibrant and appealing Downtown; maintain and improve recreation facilities, programs and parks; and expand the city's collaboration with our 17 Neighborhood Groups.

FISCAL MANAGEMENT: Sound fiscal policy of a balanced budget and healthy reserve; increase of the city's reserve fund to 25% of the general fund; improvement city's bond rating and reduce the state pension debt; integrate new technology and innovation to improve efficiency and cut cost; and ask the City Council to resubmit the Charter City proposal to the voters.

ORAL COMMUNICATIONS

None

ADJOURNMENT

Mayor Abed adjourned the meeting at 9:30 a.m.

MAYOR

CITY CLERK

MINUTES CLERK

March 4, 2013

TO: Honorable Mayor and Council Members

FROM: Diane Halverson, City Clerk

SUBJECT: Amended Minutes

The minutes for November 14, 2012, approved on December 12, 2012, indicated a motion for approval for Item #19 to approve Option 2 at a cost of \$1,082,786, per the Power Point slide. The amended motion is to approve Option 2 with a personnel cost of \$1,082,786 and \$121,544 for operational costs for a total of \$1,204,330 per staff report and Power Point presentation.

OPTION 2

7 - Engine Companies
1 Truck Company
2-24 Hr. Rescue Ambulance
Staffed with 2-FF/PM
2-24 Hr. ALS Ambulances
2-12 Hr. ALS Ambulances
Staffed with 2-NS/PM

24-Captains, 24-Engineers, 39-FF/PM, 24-NS/PM
111 Total Personnel (87 Safety & 24 Non-Safety)

Engine Company (\$ 1,277,107)	\$ 8,939,749
Truck Company	\$ 1,649,920
24-Hour Rescue Ambulance (\$ 745,625)	\$ 1,491,250
24-Hour ALS Ambulance (\$ 309,208)	\$ 600,416
12-Hour ALS Ambulance (\$ 150,104)	\$ <u>300,208</u>
Total Cost	\$ 12,981,543
Cost Increase from Current Reality	\$ 1,082,786

FY 2013/14 COSTS

➤ Personnel Costs:	\$ 1,082,786
➤ Operational Costs:	\$ <u>121,544</u>
➤ Total Cost:	\$ 1,204,330

Note: Operational costs include only ongoing costs



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. 2012-179 File No. 0430-30

Ord No. _____

Agenda Item No.: 19

Date: November 14, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Michael Lowry, Fire Chief

SUBJECT: Approve Staffing the Seventh Engine Company, the Purchase and Staffing of One Additional Ambulance and the Cost to Hire Non-Safety Personnel

RECOMMENDATIONS:

Adopt Resolution No. 2012-179 approving an increase in the Fire Department Operating Budget for FY 12/13 of \$847,355 to hire three (3) additional safety personnel to staff the Seventh Engine Company, twenty-four (24) non-safety personnel to staff additional ambulances and the associated start-up and operational costs; and to increase the Fire Department Operating Budget for FY 13/14 of \$1,204,330 to maintain personnel and on-going operational costs.

FISCAL ANALYSIS:

Understanding the current economic climate, Fire Department staff developed a staffing model which would achieve the Fire Department and City Council's goal of staffing the Seventh Engine Company. In addition, the plan provides for additional ambulance transport resources to handle the high call volume of emergency medical calls within the City of Escondido and the Rincon del Diablo Fire Protection District.

The staffing model was presented to the Escondido Firefighters Association, Senior Management and Council Members for comment and direction.

The staffing model includes the addition of a Seventh Engine Company and adds two additional ambulances during the day and one additional ambulance at night for a personnel cost of \$1,204,330 in annual personnel and operational costs.

Given fiscal constraints and the difficulty to hire personnel by the opening of Fire Station 4 on December 15, 2012, staff is recommending placing the Seventh Engine Company into service on March 16, 2013. This affords the Fire Department the ability to hire and train the new personnel to be operationally ready without placing further burden on an already stretched workforce. This however will require the Fire Department to close Fire Station 6 on December 15 and move personnel back to Fire Station 4. District 4 has been severely impacted by delayed response times due to the distance of the next due unit and the geographical features of the district. While not ideal, District 6 is much better suited to be served by next due units from Fire Stations 1, 3, and 5. Fire Station 6 would be fully staffed on March 16, 2013.

The implementation of the Seventh Engine Company and hiring non-safety personnel to staff the additional ambulances, including operational costs will be \$847,355 for FY 2012/13.

Proposed Staffing Costs FY 2012/13

\$506,800	Personnel Costs
<u>\$340,555</u>	Operational Costs
<u>\$847,355</u>	Total

It is anticipated that the Ground Emergency Medical Transport (GEMT) program, formally known as Assembly Bill 678 (AB 678), has been signed by Congress and is waiting on the final details by both the State and Federal agencies. This action would provide the City of Escondido the ability to receive supplemental federal funds retroactive to January 2010 for all Medi-Cal transports. Although the actual amount of supplemental payments is unknown, it is an anticipated source of additional revenue in the near future. It is also anticipated that additional funding would be realized by not losing transport fees to neighboring cities. These projected revenue sources will help off-set the use of General Fund Reserves.

If Council desires to implement the Seventh Engine Company earlier than March 16, the approximate cost would be an additional \$100,000 per month.

For comparison purposes, if the Escondido Fire Departments current staffing model remained status quo and increased in the same fashion (7 engines, 5 ambulances) the personnel cost to staff the Seventh Engine Company and add two additional ambulances would be approximately \$2,593,545 in annual personnel and operational costs.

PREVIOUS ACTIONS:

In February 1993 The City Council adopted the Fire Service and Facilities Master Plan. The foundation for the Fire Service Master Plan was based upon service level standards previously identified and adopted in the City's General Plan. The intent of the Fire Service Master Plan was to identify station and staffing expansion requirements necessary to achieve and maintain service levels.

In July 2000 the Fire Department completed and presented to City Council the results of the Fire Service Standards of Response Coverage Study (SORC). The International Association of Fire Chiefs (IAFC) and the International City Management Association (ICMA) developed the SORC model to assist fire departments in conducting a comprehensive review of service standards and performance levels. One area the SORC recommended change was with the Quality of Life (QOL) standard that City Council adopted in the early 1990's. The recommendation was to change the standard to reflect total response time for service delivery instead of just the travel time thereby increasing the need to construct and staff additional fire stations.

On November 2, 2004, Voters approved Proposition P, which provided funding for the acquisition, construction, repair and replacement of certain public safety facilities. Two of the public safety facilities funded by Proposition P were for the construction of additional Fire stations (6, 7). Both fire stations were completed in 2008. Engine 6, which at the time was providing service from Fire Station

1, moved to Fire Station 7. Fire Station 6 was staffed with an ambulance. At the time when voters approved Proposition P it was the intention of Council to approve additional funding to the Fire Departments Operating Budget in order to staff the Seventh Engine Company. However due to the economic downturn, the funding has not been available.

BACKGROUND:

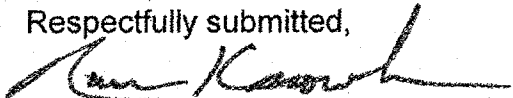
The July 2000 Standards of Response Coverage Study covers many areas, such as how, why and where fire companies are located; what are the staffing capabilities of those companies; historical measures of emergency incident workload in our city and the use of GIS capabilities for computer mapping and time travel analysis.

Given an objective to control a fire or mitigate a medical emergency before it has reached its maximum intensity requires a "distribution" of resources and a cost effective "concentration" of resources for maximum effectiveness for the greatest risks. Distribution is the "speed" of the first due fire companies for initial intervention. Concentration is the "massing" of stations or companies close enough together that incidents can receive enough multiple company help to stabilize serious emergencies. Therefore, creating standards of response coverage goals frequently consist of the decisions made regarding "distribution" and "concentration" of resources (Fire and EMS) in relation to the potential demand placed upon them by the level of risk found in the community. For most communities, the goal is to have the fire department arrive on scene with enough resources, in a timely manner to stop the escalation of the emergency as they find it.

In February of 1991 the Sixth Engine Company and third ambulance were placed into service at Fire Station 1. The total call volume in 1991 was 6,987. Twenty-one years later in 2012, the Escondido Fire Department is on pace to break 12,500 calls, utilizing the same number of personnel and an additional 11-hour ambulance. Because of this 85% increase in call volume, the Fire Department experiences stacked or simultaneous incidents, which delays response times and the number of ambulances are not sufficient to transport all patients.

In 2009 the Fire Department laid off Emergency Medical Technicians (EMT's) and closed down one full-time ambulance due to budgetary constraints placed on the City by the economic downturn. Since that time, the Fire Department has placed a heavy reliance on the use of automatic aid requests from our neighboring communities to transport the citizens of Escondido. While the fire service utilizes automatic aid frequently for major incidents, an over reliance on automatic aid increases response times and reduces the associated revenue to the City of Escondido for these calls.

Respectfully submitted,



For:
Michael Lowry
Fire Chief

CITY OF ESCONDIDO
November 14, 2012
3:30 p.m. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, November 14, 2012 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE

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

ORAL COMMUNICATIONS

Roy Garrett, Escondido, distributed information and suggested the Council research proportional voting instead of voting districts.

Robroy Fawcett, Escondido, distributed information and urged Council to not use voting districts.

Joan Gardner, Escondido, requested the Council avoid voting districts.

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Gallo to recess to Closed Session. Ayes: Abed, Diaz, Gallo and Morasco. Noes: None. Absent: Waldron. Motion carried.

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

- a. Case Name: Agustin v. Jerry Douglas Conway; City of Escondido
Case No: 37-2012-00052770-CU-PA-NC

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

- a. Case Name: Demetrio Gomez, et al. v. City of Escondido, et al.
Case No: 37-2011-00060480-CU-CR-NC

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:42 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
November, 14 2012
4:30 p.m. Amended Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:46 p.m. on Wednesday, November 14, 2012 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

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

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

ORAL COMMUNICATIONS

Greg Dean, Escondido, indicated the branch library should be opened again.

Carolina Ruiz and Maribel Reyes, Escondido, gave a report on the Escondido Creek clean-up scheduled for December 1, 2012 and requested trash bags and gloves from the City.

Pam Stahl, Escondido, asked that Council appoint the candidate who received the third most votes to fill Councilmember Waldron's vacant seat.

Mike O'Connor, Escondido, urged the community to raise funds to help the victims of super storm Sandy.

Patricia Borchmann, Escondido, requested Council appoint the candidate that received the third highest number of votes to fill Councilmember Waldron's vacant seat.

Mark Skok, Escondido, voiced concern with the cost of a political mailer from the city.

COUNCIL MEMBERS' REPORTS/BRIEFING

Councilmember Diaz attended a meeting at the San Dieguito River Park where the Sikes Adobe received a grant for repairs; an event for retiring County Supervisor Pam Slater Price was scheduled for December 14, 2012. She attended an E-grip meeting sponsored by Compact on prevention of gangs and drug use, and attended the Memorial Day Service in Grape Day Park on November 11, 2012

Councilmember Gallo attended the Memorial Day service as Master of Ceremonies on November 11, 2012 and recognized Boy Scout Troop 655 who was in the audience.

Councilmember Morasco listed many of the events he attended that had taken place in the City; i.e. The Day of the Dead, the street fair and other private events including the Boy Scouts honoring Bob Schuster for all of his work with the Boy Scouts. He also attended a city event honoring city employees for their services and thanked the citizens who voted.

Mayor Abed indicated the Council would follow the same process as in 2010 to appoint a new Councilmember to replace Councilmember Waldron. The deadline to turn in an application is December 3, 2012. He attended a SANDAG Transportation Committee meeting where they discussed Regional Transportation Plan to prepare a regional complete street policy that includes a Bike Master Plan, which Escondido has already prepared. He also stated that Prop N had received national recognition, that the City was involved in a gang prevention program, and recognized officer Martinez who received the Blue Knight award.

CONSENT CALENDAR

Councilmember Diaz removed items 11, 13 and 14 and Councilmember Gallo removed item 9 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco that the following Consent Calendar items be approved with the exception of items 9, 11, 13 and 14. Ayes: Abed, Diaz, Gallo and Morasco. Noes: None. Absent: Waldron. Motion carried.

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 3, 2012
Regular Meeting of October 17, 2012**
4. **EAST VALLEY COMMUNITY CENTER: COMPUTER LAB AND TECHNOLOGY CENTER AND BUDGET ADJUSTMENT** – Request Council accept a Cox Communications donation in the amount of \$25,000 for construction costs at the Escondido Technology Center; and authorize a budget adjustment in the amount of \$25,000. (File No. 0430-80)

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

5. **PARK IMPROVEMENT PROJECTS AND BUDGET ADJUSTMENT** – Request Council approve a budget adjustment in the amount of \$415,275 to receive and expend Housing-Related Park Program grant funds and to expend Park Development Funds. (File No. 0430-80)

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

6. **THE ELMS HOUSING DEVELOPMENT** – Request Council authorize the Housing Division to amend previous developer agreements; authorize the Mayor and City Clerk to execute, on behalf of the City, the document amendments in a form acceptable to the City Attorney; approve the existing loan documents and escrow instructions, signed by past authorized representatives of the City/CDC, in order to grant two vacant properties located at 537 N. Elm and the adjacent vacant lot to San Diego Habitat for Humanity, to record loan documents for the use of HOME/CHDO funds; and authorize Karen Youel, Management Analyst/Housing to sign new escrow documents. (File No. 0875-55)

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

- a. **RESOLUTION NO. 2012-181**
- b. **RESOLUTION NO. 2012-182**

7. **AUTHORIZATION TO RE-CHASSIS ONE (1) EXISTING AMBULANCE** – Recommend Council authorize Emergency Vehicle Group (EVG) out of Anaheim, California to re-chassis one (1) existing ambulance in the current fleet instead of purchasing one (1) new ambulance. (File No. 0470-35)

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

8. **REJECT ALL BIDS FOR TWO LINE TRUCKS AND AUTHORIZE RE-ADVERTISEMENT** – Request Council approve rejecting all bids for two line trucks and authorize staff to re-advertise. (File No. 0470-45)

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

RESOLUTION NO. 2012-177

9. **ALL-WAY STOP REQUEST FOR JUNIPER STREET AT NINTH AVENUE** – Request Council amend the Traffic Schedules for stop intersections. (File No. 1050-50)

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

RESOLUTION NO. 2012-180

Councilmember Gallo commented that community effort on this item solved the problem

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to amend the Traffic Schedules for an All-way Stop for Juniper Street at Ninth Avenue and adopt Resolution No. 2012-180. Ayes: Abed, Diaz, Gallo and Morasco. Noes: None. Absent: Waldron. Motion carried.

10. **FISCAL YEAR 2011-12 UNITED STATES DEPARTMENT OF JUSTICE BULLETPROOF VEST PARTNERSHIP PROGRAM AND BUDGET ADJUSTMENT** – Request Council authorize the Escondido Police Department to accept FY 2012 Bulletproof Vest Partnership Program funds in the amount of \$1,863 from the United States Department of Justice; authorize the Chief of Police to execute grant documents; and authorize staff to establish budgets to spend funds to purchase body armor for front-line law enforcement. (File No. 0480-70)

Staff Recommendation: Approval (**Police Department: Cory Moles**)

- 11. FISCAL YEAR 2008 CALIFORNIA OFFICE OF TRAFFIC SAFETY "AVOID DRIVING UNDER THE INFLUENCE (DUI) CAMPAIGN" GRANT MODIFICATION AND BUDGET ADJUSTMENT** – Request Council authorize the Police Department to accept additional grant funds in the amount of \$10,000 from the San Diego Sheriff's Department for overtime expenses related to the California Office of Traffic Safety "Avoid DUI Campaign" Grant Program; and approve a budget adjustment needed to spend grant funds. (File No. 0480-70)

Staff Recommendation: Approval (**Police Department: Cory Moles**)

Councilmember Diaz asked for clarification of this grant

Police Lieutenant Tom Albergo answered that this grant had been available for four years and explained how it worked.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to authorize the Police Department to accept additional grant funds in the amount of \$10,000 from the San Diego Sheriff's Department for overtime expenses related to the California Office of Traffic Safety "Avoid DUI Campaign" Grant Program; and approve a budget adjustment needed to spend grant funds. Ayes: Abed, Diaz, Gallo and Morasco. Noes: None. Absent: Waldron. Motion carried.

- 12. SOLE SOURCE AUTHORIZATION FOR RADIO PURCHASES** – Request Council authorize the Police Department to purchase Project 25 ("P25") compliant portable radios and upgraded accessories from Motorola, Inc. by utilizing San Diego County's Regional Communication System ("RCS") cooperative purchasing contract. (File No. 0470-35)

Staff Recommendation: Approval (**Police Department: Cory Moles**)

RESOLUTION NO. 2012-185

- 13. ADDITIONAL STANDARDS FOR TAXICAB OPERATORS** – Request Council consider amending sections of the Escondido Municipal Code to update standards required of taxicab operators and drivers in the City. (File No. 0680-50)

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

ORDINANCE NO. 2012-22 (Introduction and First Reading)

Councilmember Diaz asked that future agenda items be placed on a two-meeting notice basis and requested that the requirement of the driver owning 10 taxis be deleted from the ordinance.

Councilmember Gallo gave examples of his experiences in taxis.

Daniel Perez, Escondido, voiced concern with over regulation of small business owners and urged Council to not pass the ordinance.

MOTION: Moved by Councilmember Gallo and seconded by Mayor Abed to consider amending sections of the Escondido Municipal Code to update standards required of taxicab operators and drivers in the City. Ayes: Abed and Gallo. Noes: Diaz and Morasco. Absent: Waldron. Motion failed.

14. **AMENDMENT TO ESCONDIDO MUNICIPAL CODE SECTION 2-24 (SELECTION OF DEPUTY MAYOR)** – Request Council consider the Escondido Municipal Code (EMC) section 2-24 to allow the selection of the deputy mayor to be conducted pursuant to City Council Rules of Procedure. (File No. 0680-50)

Staff Recommendation: Approval (**City Attorney's Office: Jennifer McCain**)

ORDINANCE NO. 2012-23 (Introduction and First Reading)

Councilmember Diaz asked that agenda items brought forth by Councilmembers list the two initiating Councilmembers names on them.

Mayor Abed recessed the meeting at 5:41 p.m.

Mayor Abed reconvened the meeting at 6:00 p.m.

Constance Swanson, Escondido, voiced concern with the ordinance and requested that Council appoint Councilmember Diaz as Deputy Mayor.

Pat Mues, Escondido, urged Council to not pass the ordinance and continue the way the Deputy Mayor is currently appointed.

Pamela Stahl, Escondido, voiced concern with the proposed change on the appointment of Deputy Mayor.

Roy Garrett, Escondido, indicated the current law stated the Councilmember with the longest tenure would be appointed Deputy Mayor.

Benjamin Cueva, Escondido, stated that Councilmember Diaz should be Deputy Mayor.

Chris Nava, Escondido, expressed concern with the proposed ordinance.

Mark Skok, Escondido, indicated Councilmember Diaz should be appointed Deputy Mayor and urged Council to retain the current rotation method.

Laura Kohl, Escondido, urged Council to maintain current policy.

Daniel Perez, Escondido, stated this ordinance would divide the community.

COUNCIL ACTION: NO ACTION WAS TAKEN ON THIS ITEM

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

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

PUBLIC HEARINGS

15. **LOCAL REGISTER DESIGNATION AND MILLS ACT CONTRACT FOR A RESIDENCE ON A HILLTOP AT 2985 SU SIEMPRE PLACE (CASE HP-12-0001)** – Request Council approve listing the structure at 2985 Su Siempre Place on the City's Local Register and approve the Historic Property Preservation Agreement (commonly referred to as the "Mills Act Contract") for the subject property. (File No. 0880-10)

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

RESOLUTION NO. 2012-183

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

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

Carol Rea, Escondido, urged Council to approve the Mills Act contract request.

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

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to approve listing the structure at 2985 Su Siempre Place on the City's Local Register, approve the Historic Property Preservation Agreement (commonly referred to as the "Mills Act Contract") for the subject property and adopt Resolution No. 2012-183. Ayes: Abed, Diaz, Gallo and Morasco. Noes: None. Absent: Waldron. Motion carried.

CURRENT BUSINESS

16. **CALPERS CONTRACT AMENDMENT-MISCELLANEOUS EMPLOYEES** – Request Council approve the second reading of the CalPERS Contract Amendment for Miscellaneous Employees: Section 20475, Different Levels of Benefits – 2% @ 60; and Section 20037 – Three Year Final Compensation. **Approved on October 17, 2012, with a vote of 4/1/0, Morasco voting no.** (File No. 0720-40)

ORDINANCE NO. 2012-20 (Adoption and Second Reading)

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to approve the second reading of the CalPERS Contract Amendment for Miscellaneous Employees: Section 20475, Different Levels of Benefits – 2% @ 60; and Section 20037 – Three Year Final Compensation and adopt Ordinance No. 2012-20. Ayes: Abed, Diaz, Gallo and Morasco. Noes: None. Absent: Waldron. Motion carried.

17. **REVISE MUNICIPAL CODE CHAPTER 25 ARTICLE 4 RELATING TO TRANSIENT OCCUPANCY TAX** – Request Council approve amending the Escondido Municipal Code Chapter 25, Taxation, Article 4, Transient Occupancy Tax. (File No. 0680-50)

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

ORDINANCE NO. 2012-19 (Introduction and First Reading)

Gil Rojas, Finance Director, introduced Christina Holmes, Finance Department, who gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Gallo to approve amending the Escondido Municipal Code Chapter 25, Taxation, Article 4, Transient Occupancy Tax and introduce Ordinance No. 2012-19. Ayes: Abed, Diaz, Gallo and Morasco. Noes: None. Absent: Waldron. Motion carried.

- 18. UPDATE AND REQUEST FOR COUNCIL GUIDANCE CONCERNING THE WATER PURCHASE AGREEMENT FOR THE CARLSBAD DESALINATION PROJECT** – Request Council accept the report from staff concerning the proposed Water Purchase Agreement between the San Diego County Water Authority (SDCWA) and Poseidon Resources for a future Carlsbad Desalination Project; and provide guidance to the City's SDCWA Board representative concerning the SDCWA Board of Directors' vote on the Purchase Agreement, which may occur as early as November 29, 2012. (File No. 1320-55)

Staff Recommendation: Provide guidance to the City's representative on the SDCWA Board
(Utilities Department: Christopher McKinney)

Christopher McKinney, Utilities Director, gave the staff report and presented a series of slides and introduced Marilyn Daley, San Diego County Water Authority Representative, who was available to answer questions.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz to accept the report from staff concerning the proposed Water Purchase Agreement between the San Diego County Water Authority (SDCWA) and Poseidon Resources for a future Carlsbad Desalination Project; and provide guidance to the City's SDCWA Board representative concerning the SDCWA Board of Directors' vote on the Purchase Agreement, which may occur as early as November 29, 2012. Ayes: Abed, Diaz, Gallo and Morasco. Noes: None. Absent: Waldron. Motion carried.

- 19. APPROVE STAFFING THE SEVENTH ENGINE COMPANY, THE PURCHASE AND STAFFING OF ONE ADDITIONAL AMBULANCE AND THE COST TO HIRE NON-SAFETY PERSONNEL** – Request Council approve an increase in the Fire Department Operating Budget for FY 2012-13 in the amount of \$847,355 to hire three (3) additional safety personnel to staff the Seventh Engine Company, twenty-four (24) non-safety personnel to staff additional ambulances and the associated start-up and operational costs; and an increase to the Fire Department Operating Budget for FY 2013-14 in the amount of \$1,204,330 to maintain personnel and on-going operational costs. (File No. 0430-30)

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

RESOLUTION NO. 2012-179

Fire Chief Michael Lowry and Division Chief Russ Knowles gave the staff report and presented a series of slides.

Chip Paulson, Firefighters Association Vice President, urged Council to approve Option 1.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve Option 2 with a personnel cost of \$1,082,786 and \$121,544 for operational costs for a total of \$1,204,330; and adopt Resolution No. 2012-179. Ayes: Abed, Gallo and Morasco. Noes: Diaz. Absent: Waldron. Motion carried.

- 20. ESCONDIDO SUCCESS CENTER PROJECT** – Request Council receive the status report and provide direction to staff. (File No. 0110-20)

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

Jerry Van Leeuwen, Community Services Director, gave the staff report and presented a series of slides. He introduced Mark Nanzer, Workforce Partnership, and Patty Huerta, Escondido Education Compact, who were available to answer questions.

COUNCIL ACTION: Provided direction to staff.

- 21. MAPLE STREET PLAZA: OPERATIONS AND MAINTENANCE** – Request Council provide direction to staff regarding the on-going operation of the Maple Street Plaza and possible closure of the northern section to through traffic. (File No. 1050-15)

Staff Recommendation: Provide direction (**City Manager's Office: Charles Grimm**)

Charles Grimm, Assistant City Manager, gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Gallo to approve Option 2 showing the drive-through parallel to Maple Street. Ayes: Abed, Diaz, Gallo and Morasco. Noes: None. Absent: Waldron. Motion carried.

FUTURE AGENDA

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

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

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor Abed adjourned the meeting at 9:10 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: March 13, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Ed Domingue, Public Works Director/City Engineer
Rich Buquet, Neighborhood Services Manager

SUBJECT: Budget Increase for the Oak Hill - Street and Modular Building Site Improvement Project and Approval of a Change Order to Increase the Amount of the Purchase Order with Southland Paving Inc. for this Project.

RECOMMENDATION:

It is requested that Council approve a budget increase in the amount of \$50,000 for the Oak Hill - Street and Modular Building Site Improvement Project as well as authorize a change order to increase the amount of the purchase order with Southland Paving Inc., the general contractor on the project.

FISCAL ANALYSIS:

The City of Escondido receives annual formula allocations of Community Development Block Grant (CDBG) program funding from the U.S. Department of Housing and Urban Development (HUD). This project will be fully funded with CDBG allocations previously approved by Council along with the transfer of \$50,000 from the CDBG unallocated fund and will not impact the General Fund.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Image and Appearance.

PREVIOUS ACTION:

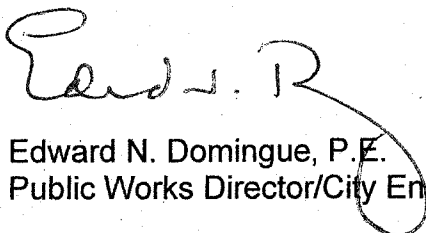
On March 24, 2010, Council approved the FY 2010-11 One-Year Action plan for CDBG which included \$300,000 for the Oak Hill-Street and Modular Building Site Improvements and on April 6, 2011, Council approved the FY 2011-2012 One-Year Action Plan for CDBG, which included an additional \$75,000 allocation. On January 16, 2013, Council authorized the City Clerk to execute an agreement with Southland Paving, Inc. in the amount of \$416,181.60 for the Oakhill-Street and Modular Building Site Improvements and approved a transfer in the amount of \$150,000 from the CDBG unallocated fund to cover additional street improvement work as well as the management, inspections, and the normal 10% contingency for this project.

Budget Increase for Oak Hill – Street and Modular Building Site Improvement Project
March 13, 2013
Page 2

BACKGROUND:

The Oak Hill - Street and Modular Building Site Improvement Project consists of the construction of street frontage improvements to include street lights, curbs and gutters, sidewalks, and paving. Site work consists of modular building pad preparation, ADA access, landscaping and fencing. Additional funds are necessary due to a significant and unanticipated increase of unsuitable soils in the street section of Oak Hill along the frontage area of this project.

Respectfully submitted,


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


Rich Buquet
Neighborhood Services Manager



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5

Date: March 13, 2013

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Summary Street Vacation: Portions of South Orange Street and a Portion of the Alley Running Perpendicular to South Orange Street and Centre City Parkway

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2013-32 authorizing the summary street vacation of portions of South Orange Street and a portion of the alley running perpendicular to South Orange Street and Centre City Parkway (see attached map).

FISCAL ANALYSIS:

The \$1,200 processing fee has been paid into the General Fund.

BACKGROUND:

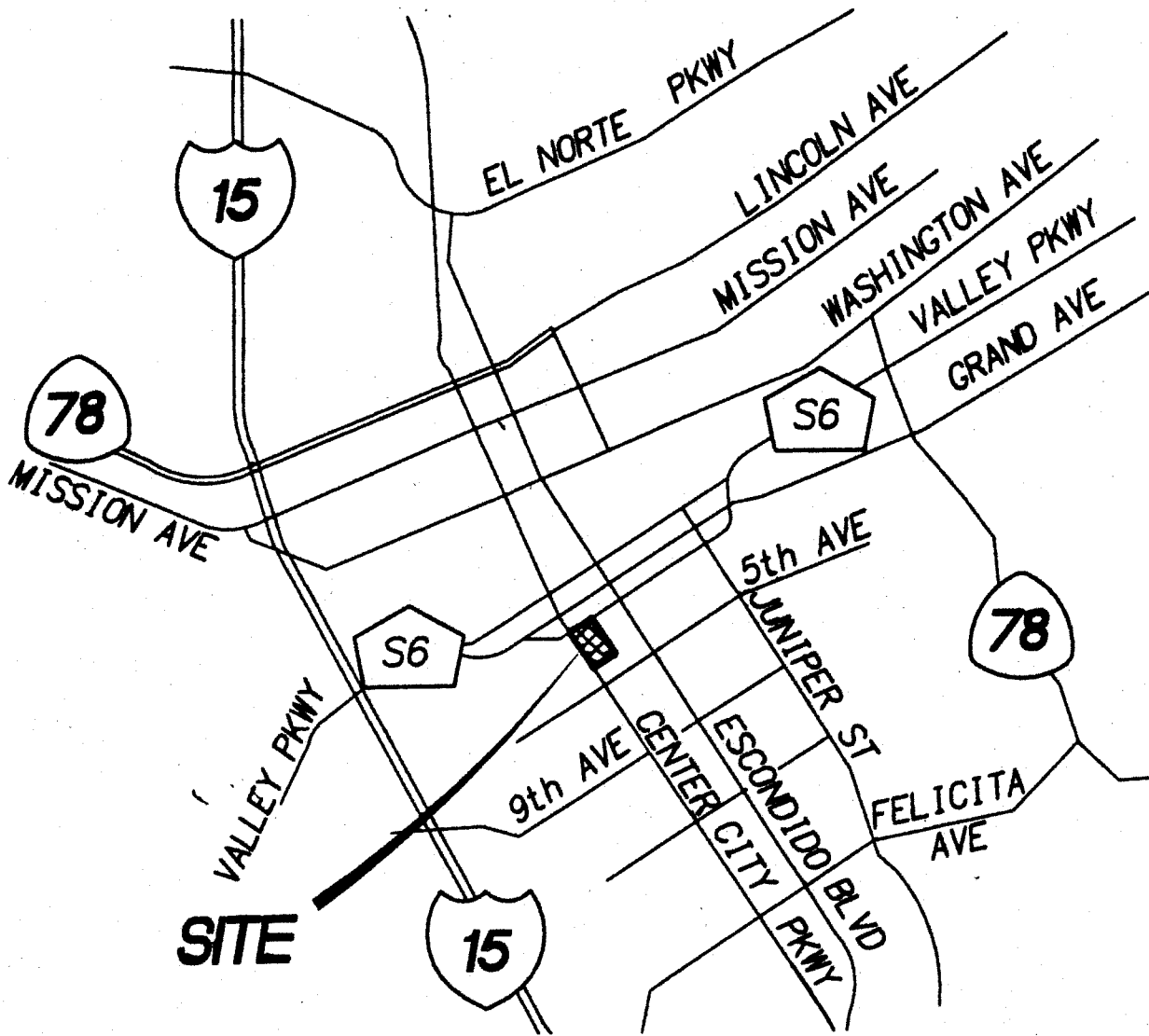
Lyon Homes Inc, LLC owns the property located at the corner of West Second Avenue and South Orange Street (APN 233-051-04 & 05). They are developing the property with residential dwelling units as part of the Contempo Condominium Project. The street vacation area is needed to complete the 48-unit residential development.

The requested areas that are the subject of this vacation request, consisting of 208 square feet of portions of South Orange Street and a 750 square foot area of the alley, are excess street right of way. Pursuant to California Streets and Highways Code Section 8334(a), this street vacation may be performed as a summary vacation and a public hearing is, therefore, not required. The code states that "a local agency may summarily vacate an excess right of way of a street or highway not required for street or highway purposes." There are no utilities that will be impacted by this street vacation.

Respectfully submitted,

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

Debra Lundy
Real Property Manager



VICINITY MAP

NO SCALE

RESOLUTION NO. 2013-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING SUMMARY VACATION OF PORTIONS OF A PUBLIC STREET KNOWN AS SOUTH ORANGE STREET AND A PORTION OF THE ALLEY RUNNING PERPENDICULAR TO SOUTH ORANGE STREET AND CENTRE CITY PARKWAY HEREIN SPECIFICALLY DESCRIBED

WHEREAS, the portions of South Orange Street, located between West Second Avenue and Third Avenue and the portion of the alley running perpendicular to South Orange and Centre Center Parkway, between Second and Third Avenues, more particularly described in the legal description and map attached as Exhibits "A" and "B", and incorporated by this reference, which are to be vacated through this resolution, is excess right-of-way; and

WHEREAS, the proposed vacation areas are eligible for consideration as a summary vacation pursuant to California Streets and Highway Code Section 8334(a) without the requirement of a public hearing;

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

1. This action is taken pursuant to the California Streets and Highways Code section 8330, et seq.
2. It is hereby found and determined that the subject property meets the criteria set forth in the California Streets and Highways Code section 8334(a), "excess right-of-way of a street or highway not required for street or highway purposes."

3. The summary vacation of portions of South Orange Street, and a portion of the alley running perpendicular to South Orange and Centre City Parkway, between Second and Third Avenues, more particularly described in the attached Exhibits "A" and "B", is authorized and approved and hereby declared vacated.

4. Recordation of a certified copy of this resolution is hereby authorized, with the effective date of the vacation of the above-described area to be the date of recordation of the certified copy of this resolution with the office of the County Recorder of San Diego County, and on said date, the subject vacation area shall no longer constitute a street pursuant to the provisions of the California Streets and Highways Code Section 8336.

5. Fee title of the abandonment area is vested in: William Lyon Homes, Inc.

6. All City departments and local utilities have been notified and there are no objections to the proposed vacation.

EXHIBIT "A"
STREET VACATION
PORTION OF SOUTH ORANGE STREET AND ALLEY
LEGAL DESCRIPTION

APN 233-051-04 & 05
PAGE 1 OF 3

THE LAND DESCRIBED HEREIN IS LOCATED IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING PORTIONS OF LOT 1 OF THE CITY OF ESCONDIDO TRACT NO. 921, ACCORDING TO MAP THEREOF NO. 15389 FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER JULY 20, 2006, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID CORNER BEING AT THE SOUTHEASTERLY END OF A CURVE NOTED AS HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 90°01'50" AND A LENGTH OF 25.14 FEET, SAID CORNER ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY OF SOUTH ORANGE STREET, THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 1 AND SAID SOUTHWESTERLY RIGHT-OF-WAY, SOUTH 30°16'55" EAST 75.73 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL 1; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY AND SAID SOUTHWESTERLY RIGHT-OF-WAY, NORTH 59°43'05" EAST 3.60 FEET; THENCE SOUTH 30°16'55" EAST 21.54 FEET TO THE NORTHEAST CORNER OF A PORTION OF SOUTH ORANGE STREET, VACATED FOR PUBLIC USE PER DOCUMENTS RECORDED DECEMBER 1, 2006 AS DOCUMENT NO. 2006-0855325 AND APRIL 6, 2007 AS DOCUMENT NO. 2007-0232985, BOTH OF OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID VACATED STREET, SOUTH 59°43'05" WEST 3.60 FEET TO THE NORTHWESTERLY CORNER THEREOF AND THE NORTHEASTERLY BOUNDARY OF SAID LOT 1, SAID POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE ALONG SAID NORTHEASTERLY BOUNDARY, NORTH 30°16'55" WEST 21.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 78 SQUARE FEET OR 0.0018 ACRES OF LAND, MORE OR LESS.

PARCEL 2

BEGINNING AT THE PREVIOUSLY DESCRIBED POINT "A", THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 1, SOUTH 30°16'55" EAST 175.00 FEET TO THE SOUTHWESTERLY CORNER OF THE PREVIOUSLY DESCRIBED VACATED

EXHIBIT "A"
STREET VACATION
PORTION OF SOUTH ORANGE STREET AND ALLEY
LEGAL DESCRIPTION

APN 233-051-04 & 05
PAGE 2 OF 3

PORTION OF SOUTH ORANGE STREET AND THE TRUE POINT OF BEGINNING OF PARCEL 2; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY ALONG THE SOUTHEASTERLY LINE OF SAID VACATED STREET, NORTH 59°43'05" EAST 3.60 FEET; THENCE SOUTH 30°16'55" EAST 33.06 FEET; THENCE SOUTH 59°43'05" WEST 3.60 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID LOT 1, SAID POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE ALONG SAID NORTHEASTERLY BOUNDARY NORTH 30°16'55" WEST 33.06 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 119 SQUARE FEET OR 0.0027 ACRES OF LAND, MORE OR LESS.

PARCEL 3

BEGINNING AT THE PREVIOUSLY DESCRIBED POINT "B", THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 1 THE FOLLOWING COURSES: SOUTH 30°16'55" EAST 18.60 FEET AND SOUTH 30°18'25" EAST 26.82 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL 3; THENCE NORTH 59°41'35" EAST 3.62 FEET; THENCE SOUTH 30°18'25" EAST 1.54 FEET TO THE NORTHEASTERLY CORNER OF ANOTHER PORTION OF THE PREVIOUSLY DESCRIBED VACATED SOUTH ORANGE STREET; THENCE ALONG THE NORTHWESTERLY LINE OF SAID VACATED STREET, SOUTH 59°41'35" WEST 3.62 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID LOT 1, SAID POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 1, NORTH 30°18'25" WEST 1.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 6 SQUARE FEET OR 0.0001 ACRES OF LAND, MORE OR LESS.

PARCEL 4

BEGINNING AT THE PREVIOUSLY DESCRIBED POINT "C", THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 1, SOUTH 30°18'25" EAST 134.56 FEET TO THE SOUTHWESTERLY CORNER OF THE PREVIOUSLY DESCRIBED VACATED PORTION OF SOUTH ORANGE STREET AND THE TRUE POINT OF BEGINNING OF PARCEL 4; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID VACATED

EXHIBIT "A"
STREET VACATION
PORTION OF SOUTH ORANGE STREET AND ALLEY
LEGAL DESCRIPTION

APN 233-051-04 & 05
PAGE 3 OF 3

STREET, NORTH 59°41'35" EAST 3.62 FEET; THENCE SOUTH 30°18'25" EAST 1.39 FEET; THENCE SOUTH 59°41'35" WEST 3.62 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID LOT 1; THENCE ALONG SAID NORTHEASTERLY BOUNDARY, NORTH 30°18'25" WEST 1.39 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 5 SQUARE FEET OR 0.0001 ACRES OF LAND, MORE OR LESS.

PARCEL 5

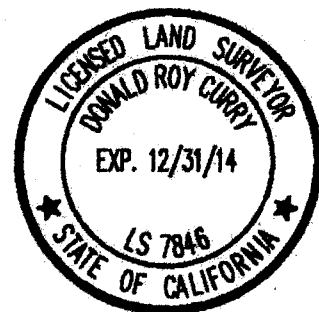
ALL THAT PORTION OF SAID LOT 1 DEDICATED AS PUBLIC ALLEY PER DOCUMENT RECORDED MARCH 15, 1948 AS FILE NO. 26053, IN BOOK 2172, PAGE 27, OFFICIAL RECORDS OF THE COUNTY OF SAN DIEGO, AS SHOWN AS SAID MAP 15389.

CONTAINS 750 SQUARE FEET OR 0.0172 ACRES OF LAND, MORE OR LESS.

ALL SUBJECT TO ALL COVENANTS, EASEMENTS AND AGREEMENTS OF RECORD.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

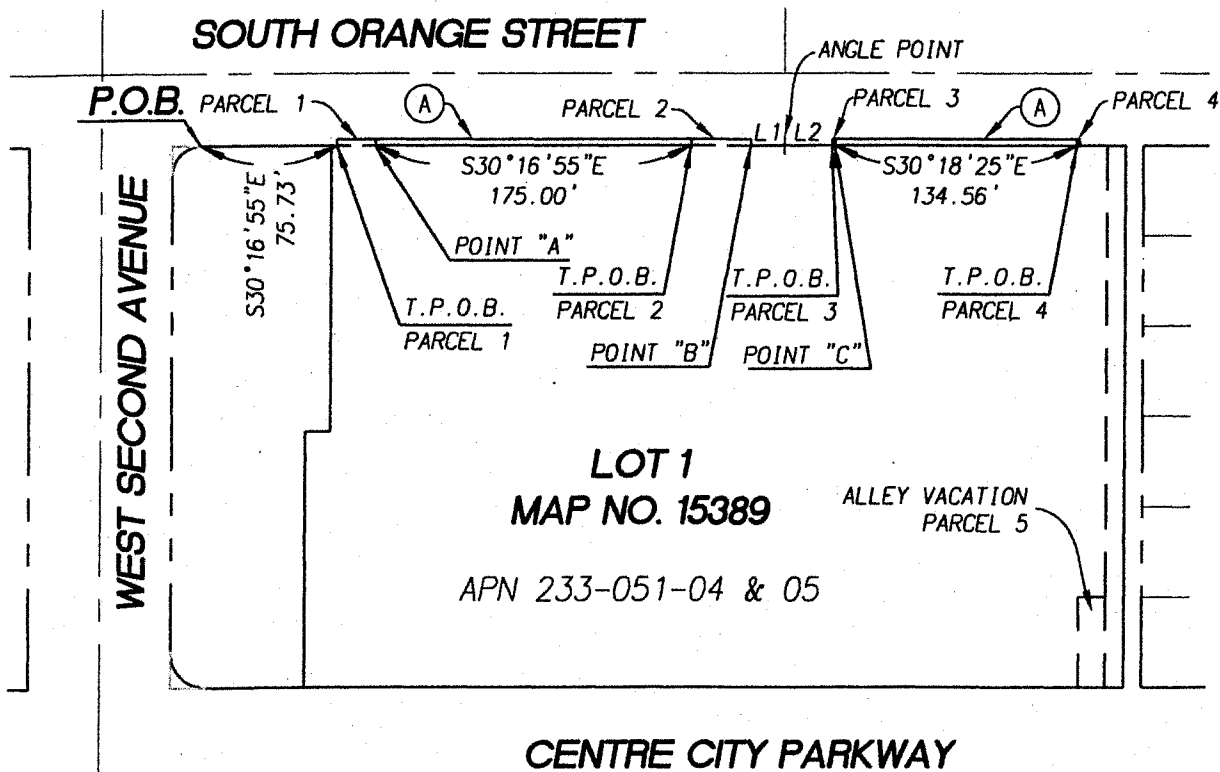
DATED THIS 5th DAY OF February, 2013.



Donald Roy Curry
DONALD ROY CURRY, L.S. 7846
EXP. 12/31/14

EXHIBIT 'B'
STREET VACATION
PORTION OF SOUTH ORANGE ST. AND ALLEY
PLAT

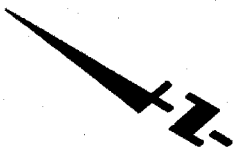
SEE PAGES 2 & 3 FOR ADDITIONAL DETAILS



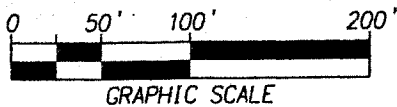
LEGEND

(A) INDICATES PORTIONS OF SOUTH ORANGE STREET VACATED PER DOCS. REC. DEC. 1, 2006 AS DOC. NO. 2006-0855325 AND APR. 6, 2007 AS DOC. NO. 2007-0232985, BOTH OF O.R.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S30°16'55"E	18.60'
L2	S30°18'25"E	26.82'



SCALE: 1" = 100'



Prepared by:
FUSCOE ENGINEERING INC.
 6390 GREENWICH DR. STE. 170
 SAN DIEGO, CA 92122
 858.554.1500

ENGINEERING SERVICES
 201 North Broadway, CA 92025 (760) 839-4651

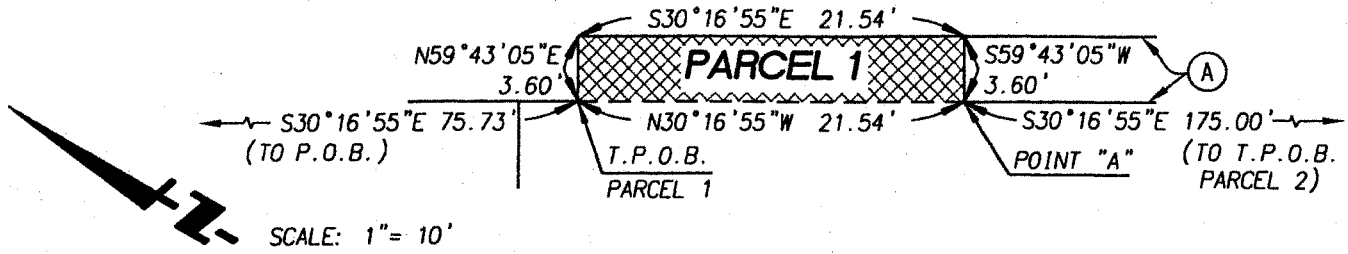
STREET VACATION PARCELS
S. ORANGE ST. AND ALLEY



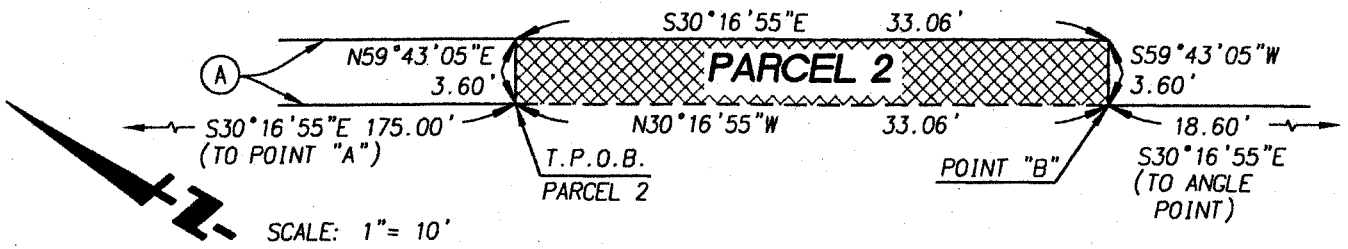
DOC. NO.
 PAGE: 1 OF 3

EXHIBIT 'B'
STREET VACATION
PORTION OF SOUTH ORANGE ST. AND ALLEY
PLAT

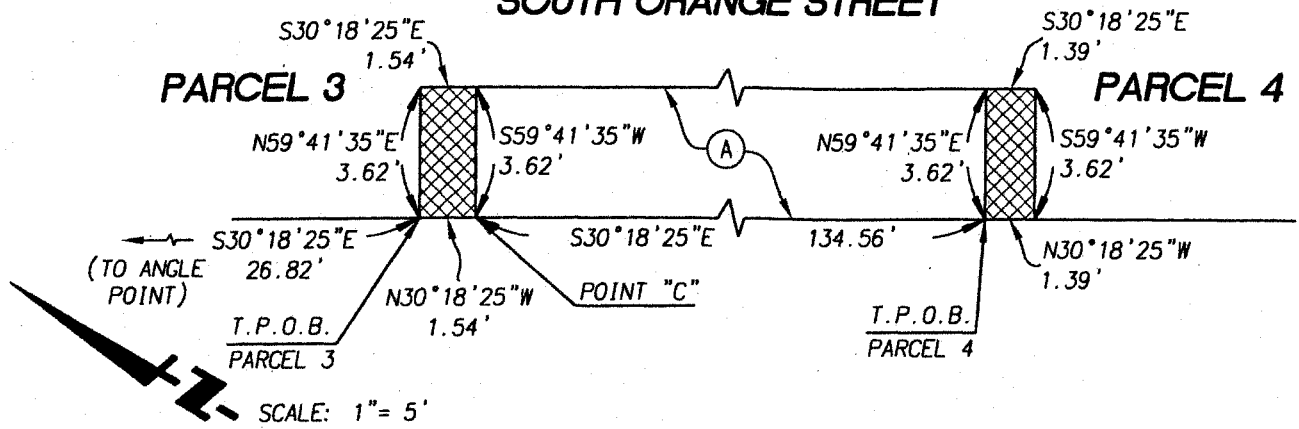
SOUTH ORANGE STREET



SOUTH ORANGE STREET



SOUTH ORANGE STREET



LEGEND

(A) INDICATES PORTIONS OF SOUTH ORANGE STREET VACATED PER DOCS. REC. DEC. 1, 2006 AS DOC. NO. 2006-0855325 AND APR. 6, 2007 AS DOC. NO. 2007-0232985, BOTH OF O.R.

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STREET VACATION PARCELS
S. ORANGE ST. AND ALLEY

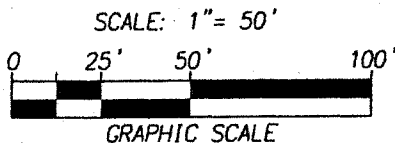
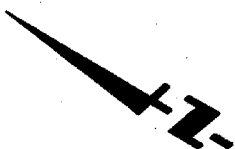
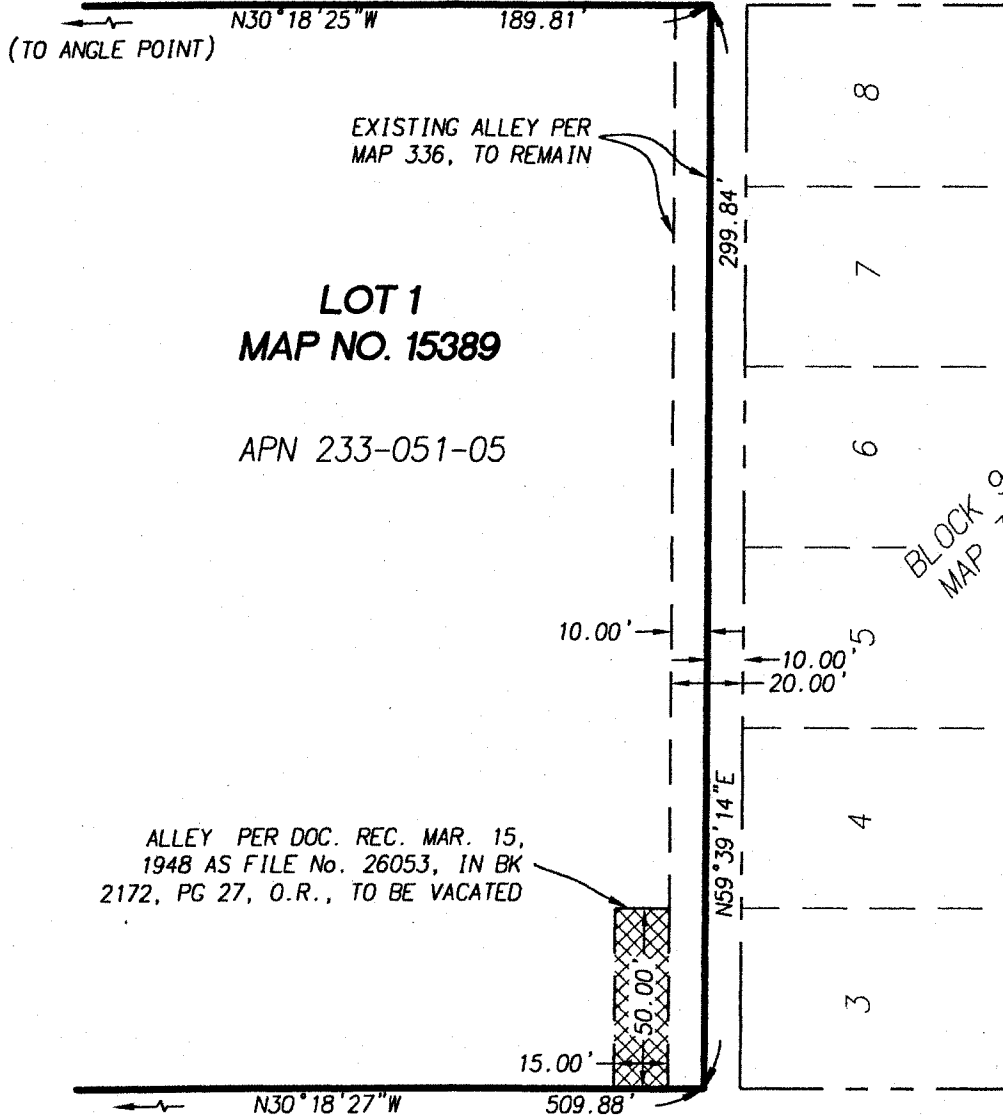


DOC. NO.
 PAGE: 2 OF 3

EXHIBIT 'B'
STREET VACATION
PORTION OF SOUTH ORANGE ST. AND ALLEY
PLAT

Resolution No. **2013-32**
 EXHIBIT **B**
 Page **3** of **3**

SOUTH ORANGE STREET



CENTRE CITY PARKWAY

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 201 North Broadway, CA 92025 (760) 839-4651

STREET VACATION PARCELS
S. ORANGE ST. AND ALLEY



DOC. NO.
 PAGE: 3 OF 3

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: March 13, 2013

TO: Honorable Mayor and Members of the City Council
FROM: Barbara Redlitz, Director of Community Development
SUBJECT: CalHome Grant Authorization

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2013-34 authorizing the Director of Community Development to submit grant documents for CalHome Grant funds in the amount of \$1,000,000 from the California Department of Housing and Community Development (HCD) and, if awarded, to accept the grant funds and complete necessary documents required by HCD for participation in the CalHome Program in order to fund a housing rehabilitation program for low-income homeowners.

FISCAL ANALYSIS:

There will be no impact to General Fund. Grant funds will cover the loan costs of the Residential Rehabilitation Loan Program for approximately three years. The source of funds for administrative costs of the program, including an additional 3/4-time staff person, will be paid using Housing Funds from repayments of set-aside loans to the City of Escondido as the Successor Housing Agency of the Community Development Commission of the City of Escondido. These funds are reserved for the development of affordable housing.

BACKGROUND:

HCD administers the CalHome Program in order to "...increase homeownership, encourage neighborhood revitalization and sustainable development, and maximize use of existing homes." On January 22, 2013, HCD released a Notice of Funding Availability for approximately \$49 million from Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006, available to local public agencies or nonprofit corporations to fund programs for Mortgage Assistance for Low or Very Low Income First-Time Homebuyers and/or Owner-Occupied Rehabilitation for Low or Very Low Income Homeowners. HCD awards CalHome grants to eligible organizations for activities that support homeownership programs aimed at low and very low income households. CalHome funds must be expended within a 36 month period.

Since 1989, through the Residential Rehabilitation Loan Program, the City of Escondido has assisted low-income homeowners with technical assistance and loan funds to make necessary repairs to their homes. This program was funded through Redevelopment Agency Low- and Moderate-Income Set-Aside Housing Funds. Funds for this program were eliminated in 2011 in conjunction with the termination of the City's Redevelopment Agency.

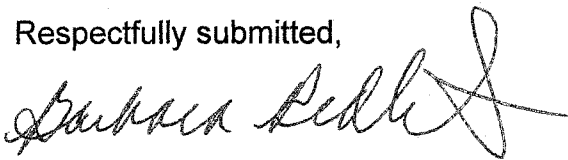
DISCUSSION:

If the City is successful in receiving CalHome funds, the program will assist low-income homeowners (of both single family homes and mobilehomes) with loans to perform necessary health and safety repairs on their homes. Staff feels the CalHome program is consistent with the Council's recent direction regarding the 2013-2014 Action Plan, to improve our aging neighborhoods by providing incentives for a home rehabilitation program. Staff proposes to administer the program structured on the City's previous Residential Rehabilitation Program as described below.

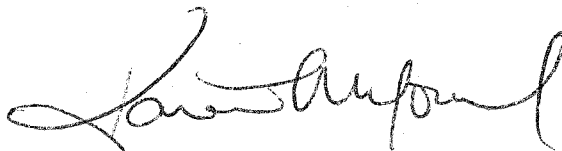
In order to be eligible to receive a Residential Rehabilitation Loan, the resident's annual household income must be at or below 80% of area median income (including all residents over the age of 18). Homes must be in the City of Escondido and must be owner-occupied. Appraisals on single family homes shall consider the estimated value of the rehabilitation work to be completed on the property and shall include the pre-rehabilitated value and the after-rehabilitated value (appraisals will not be required for manufactured homes not on a permanent foundation). Eligible households may qualify for loans of up to \$50,000 for single family homes or \$30,000 for mobile homes. No loan will be made if there is an outstanding debt owed to the City or an outstanding legal action pending between the applicant and the City. Loans to rehabilitate single family homes will bear 3% simple interest; loans to rehabilitate mobilehomes will bear 0% interest. There are no monthly payments. Repayment of the CalHome loans will be due on the 30 year anniversary of the loan, or when the home is sold, transferred, refinanced or becomes non-owner-occupied.

Housing Division staff will conduct an inspection of each home to determine the scope of work. Work is prioritized into four categories: a) health and safety issues, including any structural or major system defect that could affect the health and safety of the occupants; b) notice of code violations, issued by the City of Escondido and/or lead based paint and related hazard reductions in accordance with federal regulations; c) incipient violations, systems that are expected to wear out or fail within five years; or d) general property improvements, improvements that preserve the looks and value of the structure. Exterior painting is encouraged with any larger project. Technical assistance offered by the Housing Division includes: assistance of rehabilitation needs, detailed work write-ups, help in obtaining contractor bids, preparation of loan documents and contracts, and monitoring work progress. Construction contracts will be between the homeowner and their licensed contractor.

Respectfully submitted,



Barbara Redlitz
Director of Community Development



Karen Youel
Management Analyst

RESOLUTION NO. 2013-34

AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM

WHEREAS, the City of Escondido, a political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, The California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, the City of Escondido wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$1,000,000.

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

1. That the above recitations are true.
2. The City of Escondido shall submit to HCD an application to participate in

the CalHome Program in response to the NOFA issued on January 22, 2013, which will request a funding allocation for the following activities:

Owner-Occupied Rehabilitation program - \$1,000,000

Located in the City of Escondido.

3. If the application for funding is approved, the City of Escondido hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. It also may execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

4. The City of Escondido authorizes the Director of Community Development to execute in the name of the City of Escondido, the application, the Standard Agreement, and all other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7

Date: March 13, 2013

TO: Honorable Mayor and Members of City Council
FROM: Barbara J. Redlitz, Director of Community Development
SUBJECT: 2012 Annual Housing Element Report (Case No: PHG13-0001)

RECOMMENDATION:

Authorize submittal of the attached report, involving the 2005-2012 General Plan Housing Element, to the State Office of Planning and Research and the State Department of Housing and Community Development.

FISCAL ANALYSIS:

Opportunities for State Housing and Smart Growth grants (SANDAG, transit-oriented development, etc.) rely upon each city's demonstration of its compliance with the Housing Element's objectives and deadlines.

GENERAL PLAN ANALYSIS:

The reporting requirements are consistent with the Housing Element of the General Plan.

BACKGROUND:


Government Code Section 65400 requires that each city submit an annual report on the status of its General Plan Housing Element and document the progress in its implementation of housing programs using forms and definitions recommended by the Department of Housing and Community Development (HCD). The City Council adopted a new Housing Element for the 2013-2020 reporting cycle on December 12, 2012. This staff report documents the final review of the previous Housing Element for the 2005-2012 reporting period. The first annual report on the new 2013-2020 Housing Element will analyze the housing activities of 2013 and will be completed in March 2014.

In order to demonstrate compliance with the Housing Element, each city must report on the annual building activity of affordable units (Table A), the annual activity for units rehabilitated, preserved or acquired (Table A2), the annual activity of above moderate units (Table A3), the city's progress in meeting its Regional Housing Needs Allocation (RHNA) (Table B), and the city's progress in its implementation of the Housing Element programs during calendar year 2012 (Table C).

ANNUAL REPORT FINDINGS:

Five affordable units were constructed in Escondido in 2012. Construction began in 2012 on six new mobilehome units in the Views and Mountain Shadows mobilehome parks. Building permits were finalized on five of the units by the end of 2012. These units are affordable to homeowners earning no more than 120% of the average median income (AMI) and are included in the RHNA totals for 2012, although only one is deed-restricted as affordable in the long-term. This document demonstrates compliance with State Housing Law, as detailed in the attached tables.

Respectfully Submitted,



Barbara J. Redlitz
Director of Community Development



Kristina Owens
Associate Planner

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202)

Jurisdiction: City of Escondido
Reporting Period: 1/1/2012 - 12/31/2012

**Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant
to GC Section 65583.1(c)(1)**

Please note: Units may only be credited to the table below when a jurisdiction has included a program, its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low Income	Very Low Income	Low Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

**Table A3
Annual building Activity Report Summary for Above Moderate-Income Units
(not including those units reported on Table A)**

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate				2		2**	
No. of Units Permitted for Above Moderate	16		177		35	228	

* Note: This field is voluntary ** Non-deed restricted SDUs are not counted toward RHNA

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**
(CCR Title 25 §6202)

Jurisdiction City of Escondido
Reporting Period 1/1/2012 - 12/31/2012

**Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability**

Income Level	Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.										Total Units to Date (all years)	Total Remaining RHNA by Income Level
	2005 Year 1	2006 Year 2	2007 Year 3	2008 Year 4	2009 Year 5	2010 Year 6	2011 Year 7	2012 Year 8	Year 9			
Very Low	Deed	1	23	18	51	39					132	416
	Restricted Non-deed restricted											
Low	Deed	6		60	9	15					90	327
	Restricted Non-deed restricted											
Moderate	Deed			18				1			19	438
	Restricted Non-deed restricted							4			4	
Above Moderate		71	231	287	192	120	41	228			1,226	-215
Total RHNA by COG. Enter allocation number.		71	238	328	270	120	95	233			1,471	966
Total Units		71	238	328	270	120	95	233			1,471	966

Note: units serving extremely low-income households are included in the very low-income permitted units totals. *Non deed restricted SDU units are not counted toward RHNA

Jurisdiction City of Escondido
 Reporting Period 1/1/12-12/31/12

Table C
Program Implementation Status

Part One	Program Implementation Status		
Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583 Describe progress of all programs including progress in removing regulatory barriers.	Objective	Timeframe in H.E.
Name of Program 1. Construction Programs	Status of Program Implementation as of 12-31-12		
1.1: Project Development (Increase affordable housing through redevelopment and rehabilitation) Anticipated impact: Increased supply of rental and ownership units for very low-income and low-income residents (200)	RFP sent Summer/05 Projects selected Fall/05 Construction of seven units (Milane Lane) was completed during 2006. In 2007 Serenity Village (8 units), Orangewood (7 units), and Brotherton (22 units) were completed. The 80-unit Las Ventanas Village project (78 affordable) was completed in 2008. The 61-unit (60 affordable) Juniper Senior Village project was completed in December, 2010. Crossings (54 affordable units) completed July 2011. Five of six new mobilehome units in Views/Mountain Shadows project completed in Dec 2012. Total = 241 affordable units	Send out RFP Select projects Acquisition, rehabilitation, or preservation	Summer/06 Fall/06 2008
1.2: Mortgage Revenue Bonds (Provide credit support for issuance of revenue bonds) Anticipated impact: Acquisition, rehabilitation, preservation, or construction of affordable housing for low-income households.	RFP sent out May, 2010. The city is currently working with developers on two affordable developments to be constructed on infill sites. SD Habitat for Humanity proposes 11 affordable ownership units and Community HousingWorks proposes 36 affordable rental units, both due to be completed in upcoming HE cycle.	Continuation of program	Ongoing Ongoing when available. Not available at this time. Not a program in the 2013-2020 Housing Element cycle.

Name of Program: 1. Construction Programs (Continued)	Objective	Timeframe in H.E.	Status of Program Implementation as of 12-31-12																											
<p>1.3: First-Time Homebuyer/Home Entry Loan Program (HELP) and Home Ownership Made Easy (HOME) (Provide loans to low- and moderate-income households for closing and down payment, of lesser of 5% or \$25,000) Anticipated impact: Increased homeownership opportunities for low- to moderate-income households (200 units).</p>	<p>Continue to provide assistance Implement additional marketing strategies Offer annual lender training</p>	<p>Ongoing</p>	<p>38 HELP loans funded during 2012 2 HOME loans funded during 2012 Total first-time homebuyer loans (during period):</p> <table border="0"> <tr> <td>2005</td> <td>13</td> <td>2</td> </tr> <tr> <td>2006</td> <td>14</td> <td>10</td> </tr> <tr> <td>2007</td> <td>27</td> <td>20</td> </tr> <tr> <td>2008</td> <td>76</td> <td>117</td> </tr> <tr> <td>2009</td> <td>52</td> <td>80</td> </tr> <tr> <td>2010</td> <td>46</td> <td>48</td> </tr> <tr> <td>2011</td> <td>42</td> <td>57</td> </tr> <tr> <td>2012</td> <td>38</td> <td>2</td> </tr> <tr> <td colspan="2">Total since 2005: 638</td> <td>302 HELP 336 HOME</td> </tr> </table>	2005	13	2	2006	14	10	2007	27	20	2008	76	117	2009	52	80	2010	46	48	2011	42	57	2012	38	2	Total since 2005: 638		302 HELP 336 HOME
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<p>1.4 First-Time Homebuyer/Mortgage Credit Certificates (Provide mortgage credit certificates to new homeownership to reduce taxes) Anticipated impact: Additional homeownership opportunities for low- and moderate-income households.</p>	<p>Continue to issue</p>	<p>Ongoing</p>	<p>Annual lender training is provided as needed. 5 MCCs were issued during 2012</p> <table border="0"> <tr> <td>2005</td> <td>1</td> </tr> <tr> <td>2006</td> <td>4</td> </tr> <tr> <td>2007</td> <td>1</td> </tr> <tr> <td>2008</td> <td>3</td> </tr> <tr> <td>2009</td> <td>3</td> </tr> <tr> <td>2010</td> <td>10</td> </tr> <tr> <td>2011</td> <td>7</td> </tr> <tr> <td>2012</td> <td>5</td> </tr> <tr> <td colspan="2">Total of 34 MCCs since 2005</td> </tr> </table>	2005	1	2006	4	2007	1	2008	3	2009	3	2010	10	2011	7	2012	5	Total of 34 MCCs since 2005										
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Name of Program. 1. Construction Programs (Continued)	Objective	Timeframe in H.E.	Status of Program Implementation as of 12-31-12
<p>1.5 Emergency Shelter Program (Streamline Emergency shelter requests) Anticipated impact: Provision of shelter for individuals and families with special needs.</p>	<p>Amend Zoning Code to allow with CUP in Hospital Professional (HP) zone. Involves giving emergency shelter its own land use code.</p>	<p>2006</p>	<p>Amending the Zoning Code to allow emergency shelters in the HP zone (with a CUP) is a continued program from the previous 1999-2004 Housing Element. During the 1999-2004 Cycle, the Zoning Code was amended to allow emergency shelters in the M-1 zone (subject to the approval of a conditional use permit).</p> <p>A comprehensive code amendment addressing Housing Element implementation was considered 8-22-07 by City Council. The Council did not approve the amendment to the HP zone due to the existing available land in the M-1 zone.</p> <p>The City worked collaboratively with the other jurisdictions in the region to create a comprehensive plan in which each city provides emergency shelter annually for an agreed amount of homeless individuals for 100 consecutive days starting in early December. On 9-12-07, City Council approved the Regional Plan allowing for the use of the Salvation Army multi-purpose room as shelter for 30 individuals. During 2008, 2009 and 2010 the facility operated at its approved capacity. After the Salvation Army indicated the site would not be available for the 2010-2011 winter shelter, the City Council approved a request on September 12, 2010, to relocate the 100-day winter shelter. The shelter opened on December 1, 2010, at 624 Metcalf Street. For the Winter of 2011-2012 the shelter operated at the Salvation Army site and then was approved to operate at 550 W Washington Ave for 2012-2013(Interfaith CS).</p> <p>The SB2 requirement to allow a year-round emergency shelter by right (not a winter shelter) is addressed in the 2013-2020 Housing Element and will be implemented in 2013.</p>

Name of Program: 1. Construction Programs (Continued)	Objective	Timeframe in H.E.	Status of Program: Implementation as of 12-31-12
<p>1.6 Section 202 Development (Provide federal capital advances and project rental assistance under Section 202 of the Housing Act of 1959) Anticipated impact: New housing opportunities for senior/disabled households.</p>	<p>Biannually explore ways to receive 202 funding and related funding</p> <p>Increase the number of units for seniors and for persons with disabilities by 34</p>	<p>Ongoing</p>	<p>In June of 2006, the development proposal for the 61-unit Juniper Senior facility was approved by City Council. The City Council gave approval to submit a 202 application, but the project received 9% tax credits in September 2009 and the 202 application was not needed. Construction began shortly thereafter. Construction was completed in December 2010, and the first residents moved in. Total: 60 new affordable units for seniors. Sect 202 funding will continue to be pursued, if possible.</p>
<p>1.7 Infill New Construction (Support new construction of homeownership and rental units and redevelopment/revitalization on infill sites) Anticipated impact: New housing opportunities for homeownership and rental for low- and moderate-income households.</p>	<p>Annually track remaining infill sites in urban core</p> <p>Prepare marketing material to promote the availability of incentives</p> <p>Contact developers and pursue development plans on identified recyclable sites and promote infill and reuse strategies and incentives</p> <p>Provide financial assistance through applications for loans and grants</p>	<p>Ongoing</p>	<p>Housing Division Manager met with several developers to discuss potential redevelopment, facilitating maximum densities in high density infill zones. Twenty new affordable units [Serenity Village (8), Brotherton Square (5), Orangewood (7)] were completed on infill sites during 2007. All remaining 17 units in Brotherton Square were completed in 2009.</p> <p>Two development proposals (Las Ventanas and the Juniper Senior Development) on infill sites for a total of 141 units (138 affordable) were approved in spring of 2006 for a total of 175 affordable units. Las Ventanas, with a density of 40.12 du/ac, was mostly built in 2007 and completed in 2008. Juniper Sr was completed in 2010. "The Crossings", a 55-unit (54 affordable) family development opened in 2011 on the site of a previously dilapidated multi-family development. Six new mobilehomes are being developed (5 completed in 2012) on infill spaces within existing mobilehome parks.</p> <p>RFP sent out May, 2010. The city is currently working with developers on two affordable developments to be constructed on infill sites. SD Habitat for Humanity proposes 11 affordable ownership units and Community HousingWorks proposes 36 affordable rental units, both due to be completed in upcoming HE cycle.</p>

Name of Program: 1. Construction Programs (Continued)	Objective	Timeframe in H.E.	Status of Program: Implementation as of 12-31-12
<p>1.8 City-owned Sites (Facilitate the redevelopment/development of affordable housing on City-owned sites) Anticipated impact: Sites for affordable housing.</p>	<p>Use City-ownership as a potential inducement for rehabilitation of more affordable housing</p>	<p>Ongoing</p>	<p>The Housing Division, the Public Works Department and the City's Real Property Agent have continued to review properties when they become available as potential sites for redevelopment.</p>
<p>1.9 Density Bonus (Allow density bonuses and residential incentives for affordable and senior housing) Anticipated impact: Additional housing opportunities for low- and moderate-income households.</p>	<p>Review of Ordinance to provide more incentives and more flexible zoning standards</p>	<p>Ongoing Code Amendment 2006</p>	<p>In the summer of 2006, Environmental Review was completed on a draft comprehensive code amendment to update compliance with State Law. The portion related to density bonus was denied on 8-22-07 by the City Council since the City currently has a Density Bonus and Residential Incentive Ordinance and a Planned Development Ordinance that effectively encourage the development of high density affordable housing. The City currently utilizes the State Density Bonus requirements. This requirement will be addressed in 2013 through implementation of the 2013-2020 Housing Element.</p>
			<p>There are two recent examples of affordable housing developments utilizing density bonuses. The Las Ventanas project was developed at 40.12 du/ac with a density bonus of 67%, and Juniper Senior Village was approved at 53.5 du/ac with a density bonus of 33%. In addition, the Community HousingWorks 36-unit project (currently under development) utilized a 35% density bonus and concessions for open space, building setbacks and height modifications.</p>

Name of Program: 2. Rehabilitation Programs:	Objective	Timeframe in H.E.	Status of Program Implementation as of 12-31-12
<p>2.1 Housing-Rehabilitation Owner Occupied (Provide rehab loans of \$25,000/\$40,000 for single-family residents and \$8,000/\$20,000 for mobilehomes) Anticipated impact: Rehabilitation of units for very low-income, low-income, and moderate-income households (160 units).</p>	<p>Continuation of program Implement additional marketing strategies Expand program</p>	<p>2005-2010</p>	<p>Rehabilitation of 8 units during 2005 Rehabilitation of 33 units during 2006 Rehabilitation of 29 units during 2007 Rehabilitation of 23 units during 2008 Rehabilitation of 22 units during 2009 Rehabilitation of 15 units during 2010 Rehabilitation of 21 units during 2011 Rehabilitation of 2 units during 2012 Total 153 units since 2005</p> <p>The Program was advertised in the community newsletter for the first time in 2006.</p> <p>A staff person was hired in 2006 to work only on the program and was able to bring the number of rehabs up to 33 in 2006, and 29 in 2007. The rehabilitation program was discontinued in early 2012 due to the loss of redevelopment funds.</p>
<p>Name of Program: 2. Rehabilitation Programs: (Continued)</p> <p>2.2 Housing Rehabilitation: Renter Occupied (Continue to explore potential rental rehabilitation programs) Anticipated impact: Increase rental rehabilitation for very low-income and low-income households (50 units).</p>	<p>Ongoing</p>	<p>Ongoing</p>	<p>Status of Program Implementation as of 12-31-12</p> <p>Due to lack of demand for assistance, the program was not funded.</p>
<p>2.3 Recycling Existing Structures (Continue to explore ways to encourage the recycling of older structures for affordable housing opportunities) Anticipated impact: Additional affordable housing opportunities for very low-income and low-income households. (20 Units)</p>	<p>Continue with exploration and evaluation of options such as incentive programs for efficiency units, acquisition-rehabilitation-resale and a special Planned Development approach</p>	<p>Ongoing</p>	<p>As discussed under Program 1.1 (Project Development), two redevelopment proposals for a total of 141 units (138 affordable) were approved in the spring of 2006, which replaced dilapidated structures. 80 of the units (78 affordable) were completed in 2008 and 60 affordable senior units were completed in December, 2010 (Juniper Senior). The Division continues to research and meet with developers interested in acquisition and rehabilitation. During 2008, the City allocated \$5M toward the acquisition and rehabilitation/redevelopment of Elder Place in order to provide 55 units (54 affordable) which replaced dilapidated units. The Crossings was occupied in 2011. Recycling of existing, dilapidated structures continues to be a priority.</p>

<p>2.4 Focus on Neighborhoods (Collaborate with departments to channel resources and efforts into neighborhoods) Anticipated impact: The concentration of City resources to one neighborhood and the opportunity for significant community impact both in physical improvement and improvement in quality of life for neighborhood residents. (Low- and moderate-income categories)</p>	<p>Continue collaborative efforts through funding resources, policies and community outreach</p>	<p>Ongoing</p>	<p>Through 12-31-11, concentrated efforts achieved in the Westside, Orange Place, Mission Park, Tulip Street and N. Hickory Street neighborhoods included street improvements, community engagement and community beautification efforts.</p> <p>Phases I, II, III and IV of the street improvement project were completed in the Tulip Street neighborhood.</p> <p>The Crossings, a 55-unit affordable rental family development was completed within the Mission Park neighborhood.</p> <p>Project NEAT was started in 2010 to assist residents in solving their own neighborhood problems at a neighborhood (rather than Code Enforcement) level, such as maintenance, graffiti, minor repairs and trash.</p> <p>The joint efforts to combine resources in targeted neighborhoods will continue, including the Escondido Creek Master Plan and public improvements in conjunction with proposed affordable developments.</p>
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Name of Program 3. Conservation Programs	Objective	Timeframe in H.E.	Status of Program Implementation as of 12-31-12
<p>3.1 Transitional Housing/Project Development (Provide temporary shelter for households for a nominal cost to the tenant) Anticipated impact: Assistance to households with special needs (48 bed/units) (very low and low categories).</p>	<p>Continue to work with nonprofits to provide transitional housing</p>	<p>Ongoing</p>	<p>Construction of Serenity Village was completed during 2007. It comprises eight transitional 3-bedroom homes (48 total beds). In 2007, four additional units were acquired by Interfaith Community Services and converted into permanent supportive housing (Raymond's Refuge) in 2007. Interfaith also operates Fairweather Lodge (6 beds) for mentally disabled residents and two units on Aster Street (10 beds) for homeless veterans. There are many other transitional units operated by non-profits in Escondido.</p>
<p>3.2 Rental Subsidy (Provide households with affordable rents) Anticipated impact: Rental Assistance for very low-income households, based on federal guidelines.</p> <p>Anticipated impact: Rental Assistance for very low-income households (seniors and persons with disabilities).</p>	<p>Collaborate with HUD toward the provision of Section 8 Rental Subsidy to households earning 50% or less of the median income</p> <p>Provide rental subsidy to low-income seniors and persons with disabilities in mobilehomes parks and apartments</p>	<p>Ongoing</p> <p>Ongoing</p>	<p>Ongoing. During 2012, a monthly average of 1,351 households were assisted with Section 8 Rental Subsidy.</p> <p>During 2012, an average of 55 senior households (or persons with a disability) in mobilehome parks and another 63 in apartments were receiving a monthly rental subsidy while waiting for HUD Section 8 eligibility. Eligibility for the program was tightened in 2012 due to the loss of redevelopment funds. Continuation of the program is unknown.</p>
<p>3.3 Mobilehome Park Conversion (Provide technical assistance toward conversion to ownership) Anticipated impact: Continued mobilehome resident ownership opportunities for very low-income and low-income residents.</p>	<p>Continue to work with City policies and procedures to assist in conversion</p>	<p>Ongoing</p>	<p>The City continues to provide technical assistance to mobilehome parks considering conversions. Most recently, Sundance Mobilehome Park, went through the conversion process, but remains a rental park. The City also manages remaining city-owned spaces in Escondido Views (8 lots) and Mountain Shadows (31 lots).</p>
<p>3.4 Mobilehome Rent Review (Rent review of application for increases in mobilehome parks) Anticipated impact: Stabilized rents for mobilehome residents, many of whom are very low- and low-income.</p>	<p>Continue review of proposed increases to maintain affordability of units</p>	<p>Ongoing</p>	<p>During 2012, 11 rent review hearings were held and monthly increases averaging from \$5.16 up to \$15.98 were approved.</p>

Name of Program:	Objective	Timeframe in H.E.	Status of Program Implementation as of 12-31-12
<p>3. Conservation Programs: (Continued)</p> <p>3.5 Existing Subsidized Housing Development Assistance (Continue to explore means to prevent conversion of existing affordable housing) Anticipated impact: Continued affordability of subsidized housing developments.</p>	<p>Annually track affordable housing developments and work with owners to extend affordability</p> <p>If owner wishes to sell, contact potential buyers who would want to extend affordability and, if unsuccessful, follow-up with Section 8 and relocation potential</p>	<p>Ongoing</p> <p>Ongoing</p>	<p>In 2010 the City was notified that the owners of Mission Terrace Apartments (832 N Juniper) were going to terminate Section 8 project-based rental subsidies when their contract expired on June 1, 2011. The subsidy was converted to tenant based Section 8 vouchers.</p> <p>Affordability restrictions were placed on the existing 132-unit Windsor Gardens senior apartment complex when the City paid off the existing HUD first mortgage with Redevelopment Set-Aside funds in November, 2010. 130 newly affordable senior units were provided.</p> <p>The City will continue to monitor at-risk units</p>
<p>4. Administrative Programs</p> <p>4.1: Fair Housing (Affirmatively further fair housing through specific education outreach and monitoring activities) Anticipated impact: Continued enforcement of the Fair Housing Plan which will prevent discrimination in housing. Continued landlord/tenant assistance program which will assist in resolving landlord/tenant disagreements (very low- and low-income renters).</p>	<p>Ongoing</p> <p>Disperse information regarding programs at various locations</p>	<p>Ongoing</p> <p>Ongoing</p>	<p>Status of Program Implementation as of 12-31-12</p> <p>In 2012 the City continued to contract with North County Lifeline to provide fair housing services for counseling and mediation in landlord/tenant disputes. Services include bilingual assistance.</p> <p>Continued to disperse information, review potential impediments to fair housing, and meet with other jurisdictions to discuss and address potential regional impediments. Jurisdictions prepared a new Regional Analysis of Impediments for 2010-2015, which was submitted to HUD in 2011.</p> <p>The approved code amendment allows improvements to nonconforming units without regard to the percent limitations in the ordinance, when the units are occupied by persons with low and very-low income and deed restricted. Ordinance still in effect.</p>
<p>4.2: Code Revisions: Nonconforming Use Ordinance Anticipated impact: Continued occupancy of low-income units.</p>	<p>Allow alterations to existing nonconforming, low-income units per code</p>	<p>Ongoing</p>	<p>The approved code amendment allows improvements to nonconforming units without regard to the percent limitations in the ordinance, when the units are occupied by persons with low and very-low income and deed restricted. Ordinance still in effect.</p>

Name of Program: 4. Administrative Programs: (Continued)	Objective	Timeframe in H.E.	Status of Program Implementation as of 12-31-12
4.3: Senior Housing Ordinance enforcement (Encourage construction of senior housing through ordinance review) Anticipated impact: Continuing availability of senior housing.	Continue to encourage development of senior housing	Ongoing	As mentioned under Program 1.6 regarding senior housing, in June of 2006, a development proposal for a 61-unit (60 affordable) senior facility was approved by City Council. Several applications for tax credits were made during 2007 and 2008, and 9% credits were approved in Sept. 2009. The project was completed and occupancy began in 2010.
4.4: Housing Information and Referral (Provision of information for marketing and educational purposes) Anticipated impact: More effective and targeted housing programs (especially very low-income and low-income households).	Provide annual updates	Ongoing	Information was updated and distributed via a variety of ways such as the web-site, brochures, mailers, referral cards and Neighborhood Porch meetings. The city website was updated in late 2010 to include up to date housing information and updates continue as they are available.
4.5: Housing Element Update (To be updated to reflect new data and new policies) Anticipated impact: Continuing current housing element (all income categories).	Update Housing Element	2012	The deadline for the new Housing Element was extended until 2013. The 2013-2020 Housing Element was adopted by City Council on December 12, 2012 and implementation will begin in 2013.
4.6: Land-use Policies (Evaluate current policies as they relate to the Housing Element) Anticipated impact: Better coordination and consistency of plan elements (all income categories).	Review of codes and policies for consistency with Housing Element	Ongoing	In 2012, Housing, Neighborhood Services, and Planning staff worked together during the year to ensure consistency which included review of projects, and policies pertaining to the General Plan, density bonus, minimum density, and parking. This coordination will continue.
4.7: Licensed Residential Care Facilities Anticipated impact: Continued development of congregate care facilities/licensed residential care facilities (seniors, all income categories).	Facilitate development by continuing to permit by right in CG and HP zones and with CUP in Residential zones	Ongoing	Meadowbrook Village, a combined skilled nursing (27 beds), congregate care (51 beds) and senior facility (65 units) was approved in 2004 and has been under construction. Two units were added in 2008 and another 2 in 2009 (total of 147). An expansion of 13 additional skilled nursing beds was approved in December, 2010. An 11-bed facility was approved on Avocado Avenue in March, 2010.
4.8: Regional Planning and Cooperation Anticipated impact: More efficient and cost-effective housing programs (all income categories).	More efficient and cost effective housing programs through information sharing region-wide	Ongoing	City staff meets regularly with other jurisdictions in the State and County to share information.

Name of Program:	Objective	Timeframe in H.E.	Status of Program Implementation as of 12-31-12
<p>4. Administrative Programs: (Continued)</p> <p>4.9: Nonprofit Corporation (NPC) Support Facilitate NPCs in their provision of affordable housing Anticipated impact: More effective NPCs and more housing assistance for very low-income and low-income households.</p>	<p>Meet with nonprofit and for-profit developers to identify potential sites and to facilitate provision of affordable, mixed-use and mixed-income development</p> <p>Ongoing</p>	<p>Ongoing.</p>	<p>Housing staff continues to meet with non-profit and for-profit developers as needed, related to potential sites and the review process for affordable projects.</p>
<p>4.10 Ordinance Review Review of ordinances for impact on low- and moderate-income housing, senior housing and housing for persons with disabilities. Explore ways to modify ordinances to encourage redevelopment/development. Anticipated impact: Removal of government constraints (very low-income and low-income units).</p>	<p>Complete code amendments to Density Bonus and Residential Incentive ordinance and to multi-family zones to require minimum densities</p>	<p>Ongoing</p> <p>June 06</p>	<p>The Downtown Specific Plan is currently in the process of being updated.</p> <p>Refer to Program 1.9 (Density Bonus) for implementation of State law.</p> <p>The Minimum Density Ordinance was drafted by staff and reviewed by City Council in 2006. Adjustments were made addressing Council's concerns pertaining to the impact to homeowners. A revised Minimum Density Ordinance was approved by Council in the summer of 2007. The Minimum Density was a component of a comprehensive code amendment addressing housing element implementation.</p> <p>Other Zoning Code amendments will be pursued in upcoming years to implement the recently approved 2013-2020 Housing Element.</p>

CONSTRAINTS

There were no constraints specific to Escondido listed in the 2005-2012 Housing Element. However, the City's efforts to address potential constraints was discussed and addressed under Environmental Limitations, Land Costs, and Condominium Conversions. The specific issue, page number, action and status are listed below.

Issue	Page #	Action	Status
<p>Environmental Limitations Environmental features such as: habitat for threatened/endangered species, steep slopes, ridgelines, floodplains/wetlands, geologic constraints and historic preservation</p>	55	<p>The City's focused efforts on rehabilitation and redevelopment will help to minimize environmental limitations on housing, since development would occur in areas already developed</p>	<p>Refer to status of Programs 1.1 (Project Development), 1.7 (Infill New Construction), 1.8 (City Owned Sites), 4.6 (Land Use Policies), and 4.10 (Ordinance Review)</p>
<p>Increasing Land Costs Residential land prices contribute significantly to the cost of new housing</p>	57	<p>Efforts to encourage redevelopment and rehabilitation will help lower costs where facilities and services are already provided</p>	<p>Refer to status of Programs 1.1 (Project Development), 1.7 (Infill New Construction), 1.8 (City Owned Sites), 4.6 (Land Use Policies), and 4.10 (Ordinance Review)</p>
<p>Dramatic Rise in Condo Conversion Applications An estimated total of 800-1000 multi-family units that have been converted or approved for conversion 5% to 6% of total multi-family housing stock</p>	59	<p>Amend Condo Conversion Ordinance to: discourage conversion of older, smaller condos; limit to stock that will comply with current building codes and City standards; address impacts to tenants and track remaining multi-family housing stock</p>	<p>Condo Conversion code amendment completed summer of 2005. There were no new requests for condominium conversions in recent years.</p>

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8
Date: **March 13, 2013**

TO: Honorable Mayor and Members of the City Council
FROM: Barbara Redlitz, Director of Community Development
SUBJECT: Mobilehome Park Management Budget Adjustment (283-083)

RECOMMENDATION:

Approve a budget adjustment that increases mobilehome rental income and mobilehome park professional services expenditures by \$53,000 in order to receive and expend pass-thru payments from households renting mobilehome lots from the City of Escondido.

FISCAL ANALYSIS:

No net change. This budget adjustment is to account for funds collected from residents and to be paid to the Home Owners Associations at Mountain Shadows and Escondido Views MHP.

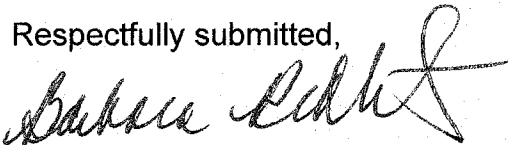
PREVIOUS ACTION:

City Council approved the FY 2012-13 General Fund Budget on June 13, 2012.

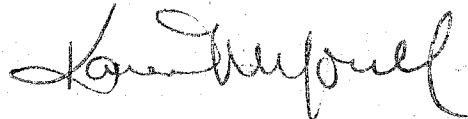
BACKGROUND:

The City of Escondido owns 34 lots in Escondido Views and Mountain Shadows MHP which are leased to residents who own their own units. Escondido Views and Mountain Shadows are master metered parks. Gas, water and electricity are billed through the Home Owners Association (HOA). The Housing Division collects money from tenants in order to pass through the utility payments to the HOA. In previous years, the Mobilehome Park Management Budget has shown net income and has not itemized any pass-thru payments. A budget adjustment for \$53,000 is now necessary to show tenant payments for water, gas and electric usage.

Respectfully submitted,



Barbara Redlitz
Director of Community Development



Karen Youel
Management Analyst

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9

Date: **March 13, 2013**

TO: Honorable Mayor and Members of the City Council
FROM: Michael Lowry, Fire Chief
SUBJECT: County of San Diego Operational Area Mutual Aid Agreements

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2013-31 accepting the Fire Chief's recommendation and authorizing the Mayor and City Clerk to execute a Public Works Mutual Aid Agreement and a Building Safety Inspection Mutual Aid Agreement between the City of Escondido and the County of San Diego.

FISCAL ANALYSIS:

There are no City costs associated with the Council action.

PREVIOUS ACTION:

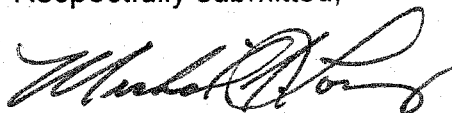
None

BACKGROUND:

The California Emergency Services Act allows for the establishment of mutual aid agreements between governmental agencies for mutual support and assistance during disasters. However, there has never been a formal agreement for public workers and building inspectors and engineers in the County of San Diego. Such services can be critical both during and after an emergency. Moreover, an agreement can provide a useful framework for mutual aid, including the ability to affirm procedures and responsibilities regarding personnel, equipment, and shared facilities during and after an emergency.

These two Mutual Aid Agreements will reconfirm our support whenever emergency personnel, equipment, and facility assistance is required by the City of Escondido or from another jurisdiction within the County of San Diego.

Respectfully submitted,



Michael Lowry
Fire Chief

RESOLUTION NO. 2013-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC WORKS MUTUAL AID AGREEMENT AND A BUILDING SAFETY INSPECTION MUTUAL AID AGREEMENT WITH THE COUNTY OF SAN DIEGO

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 City of Escondido has a mutual aid interest in the establishment of a plan to facilitate and encourage Public Works Mutual Aid Agreements and Building Safety Inspection Mutual Aid Agreements; and

WHEREAS, the City of Escondido and the County of San Diego have determined it would be in their best interest to enter into agreements that implements a plan and sets forth procedures whenever emergency personnel, equipment, and facility assistance is provided from public workers and building inspection engineers to the other; and

WHEREAS, no party should be in a position of depleting unreasonably its own resources, facilities, or services providing such mutual aid; and

WHEREAS, such agreements are in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Article 14 (Section 8630 et seq.) of the Act.

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 authorizes the Mayor and City Clerk to execute, on behalf of the City, a Public Works Mutual Aid Agreement (Exhibit "A") and Building Safety Inspection Mutual Aid Agreement (Exhibit "B") in substantially the form to that which are attached and incorporated to this Resolution respectively as Exhibits "A" and "B."

County of San Diego Operational Area Public Works Mutual Aid Agreement

This Mutual Aid Agreement is made and entered into by those parties who have adopted and signed this agreement.

WHEREAS, County of San Diego Office of Emergency Services, County of San Diego Department of Planning and Land Use, and all eighteen (18) cities within the County have expressed a mutual aid interest in the establishment of a plan to facilitate and encourage Public Works Mutual Aid Agreements throughout the County of San Diego; and

WHEREAS, the parties hereto have determined that it would be in their best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the parties whenever emergency personnel, equipment, and facility assistance is provided from another party's public workers to the other; and

WHEREAS, no party should be in a position of depleting unreasonably its own resources, facilities, or services providing such mutual aid; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Article 14 (Section 8630 et seq.) of the Act; and

WHEREAS, all parties must use the Standardized Emergency Management System (SEMS) in order to be eligible for possible state funding of response-related personnel costs pursuant to activities identified in the California Code of regulation;

In consideration of the conditions and covenants contained herein, the parties agree as follows:

1. For this Agreement, the following terms shall be ascribed the following meanings:
 - a. "Coordinator" shall mean the person designated by each party to act on behalf of that party on all matters relative to mutual aid, to include but not be limited to requests, responses, and reimbursement.
 - b. "Local Emergency" shall mean the actual or threatened existence of conditions of disaster or extreme peril to the safety of persons or property within the territorial limits of one of the parties caused by human or natural conditions such as air pollution, fire, flood, storm, wind, earthquake, explosion,

transportation accident, hazardous material problem, tsunami, sudden or severe energy shortage, epidemic, riot or other occurrences, other than conditions resulting from a labor controversy, which occurrences, or the immediate threat thereof, are likely to be beyond the control of the personnel, equipment, or facilities of that party to this Agreement and which personnel, equipment or facilities of the other party are therefore desired to combat.

- c. An "Operational Area" for the coordination of Public Works Mutual Aid shall normally be a County and all the jurisdictions within the County that are parties to this Agreement. A different public works operational area may be established by the parties in some unique cases.
2. Coordinators designated by each party shall be designated by Title, Name, Address and Phone Number, and if said Coordinator changes, the other parties of the Agreement shall be notified in writing as soon as practical after the appointment has been made through the Agreement Coordinator designated in Paragraph 17 hereinafter.
3. When a local emergency has been proclaimed by a party's governing body or authorized official, the Coordinator may request assistance.
4. When request for assistance is received, the assisting Coordinator shall promptly advise of the extent of response, provide whatever personnel, equipment, and/or facilities are available without jeopardizing the safety of persons or property within their jurisdiction. No party receiving a request for assistance shall be under any obligation to provide assistance or incur any liability for not complying with the request.
5. When the assisting Coordinator's personnel, equipment, and/or facilities are no longer required or when the assisting Coordinator advises that the resources are required within their own jurisdiction, the requesting Coordinator shall immediately arrange for the return of those resources.
6. The Requesting party shall be responsible for the safekeeping of the resources provided by the assisting party. The Requesting Coordinator shall remain in charge of the incident or occurrence and shall maintain control and direction of the resources provided by the assisting party. The request may include providing supervisory personnel to take direct charge of the resources under the general direction of the requesting Coordinator. Requesting Coordinator shall make arrangements for feeding, assisting personnel, fueling, servicing, and repair of equipment if such support is requested by the assisting Coordinator. The assisting party's personnel shall not be deemed employees of requesting party and vice versa.

7. The requesting party agrees to pay all direct, indirect, administrative and contracted costs of the assisting party incurred as a result of providing assistance pursuant to this Agreement, based upon standard rates applicable to assisting party's internal operations. Payment shall be made within sixty (60) days after receipt of a detailed invoice. Payment may be delayed if agreed upon by both parties. Requesting party shall not assume any liability for the direct payment of any salary or wages to any officer or employee of the assisting party.

8. DEFENSE AND INDEMNIFICATION

8.1 Claims Arising from Sole Acts or Omissions of a Party

Each Party to this MOU hereby agrees to defend and indemnify the other Parties to this MOU, their agents, officers and employees, from any claim, action or proceeding against another Party, arising solely out of its own acts or omissions in the performance of this MOU. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this MOU. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

8.2 Claims Arising from Concurrent Acts or Omissions

The Parties hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases, Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 8.4 below.

8.3 Joint Defense

Notwithstanding paragraph 8.2 above, in cases where Parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of said Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 8.4 below. Parties further agree that no Party may bind the others to a settlement agreement without the written consent of the others.

8.4 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, those Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

9. This agreement shall in no way abrogate or waive any of the immunities available under Federal, State, and local law and regulations, including but not limited to the California Emergency Services Act, Government Code sections, et, seq.
10. When mutual aid is provided, the requesting and assisting agencies, will keep account records of the personnel, equipment, mileage, and materials provided as required by Federal and State law, the California Disaster Assistance Act, and FEMA guidelines to maximize the possibility of Federal and State disaster reimbursement. Each Party shall have access to another Party's records for this purpose.
11. This agreement shall take effect immediately upon its execution and shall remain in effect until terminated.
12. Any party may withdraw from this agreement without cause upon delivery of ninety (90) days prior written notice to the Agreement Coordinator designated in Paragraph 17 below.
13. To the extent that they are inconsistent with this agreement, all prior agreements for Public Works Mutual Aid between the parties are hereby null and void.
14. Requests for mutual aid assistance under this agreement when more than one city is impacted by a disaster will be channeled through the County of San Diego Office of Emergency Services to ensure maximum effectiveness in allocating resources to the highest priority needs.
15. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
16. This agreement in no way acts to abrogate or waive any immunity available under the Tort Claims Act.
17. The County of San Diego Department of Public Works shall act as the initial Agreement Coordinator of this program for the purpose of:
 - a. Receipt of new members to the agreement.
 - b. Maintaining a current list of signatory parties and representatives.
 - c. Circulating annually a list of all parties and representatives to all signatory parties.
 - d. Arranging for amendments to agreement as may be necessary.

The party acting as Agreement Coordinator may transfer these responsibilities to another party with the consent of that party and upon notification of the other parties to the agreement.

18. All signatory parties agree that any other qualified public agency or quasi public agency may become a party to this agreement by executing a duplicate copy of this agreement and sending same to the Agreement Coordinator, initially the County of San Diego Department of Public Works, addressed as follows:

The San Diego County Department of Public Works
County Operations Center
5500 Overland Avenue, Suite 310
San Diego, CA, 92123

IN WITNESS THEREOF, the parties hereto have executed this agreement by their duly authorized officers on the dates hereinafter indicated.

This Mutual Aid Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Attest

Holly Crawford
Director, Office of Emergency Services
County of San Diego

By: _____

Date: _____

Richard E. Crompton
Director, Department of Public Works
County of San Diego

By: _____

Date: _____

Sam Abed
Mayor
City of Escondido

By: _____

Date: _____

Approved as to form:
Diane Halverson
City Clerk
City of Escondido

By: _____

Date: _____

Approved as to form:
[Name of Authorizer]
Office of County Counsel
County of San Diego

By: _____

Date: _____

San Diego County Operational Area Public Works Check List for Mutual Aid Assistance

I. Pre-Event

Develop procedures at the local operational area to carry out mutual aid including checklists of actions, resource lists, etc.

II. Post Event

1. Local Agency quickly assesses estimated extent of damage and availability of local resources to respond.
2. If it is apparent that outside resources will be needed to effectively deal with the emergency, promptly authorize local official to request Proclamation of Local Emergency and, if warranted, request State of Emergency Proclamation through the Operational Area Emergency Operation Center.
3. Upon proclamation of local emergency, request mutual aid assistance from Operational Area Public Works Mutual Aid Coordinator according to pre-established procedures in WebEOC.
4. Ensure request is specific as to type and quantity of resources needed, when to report, who to report to, how long needed, type of work to be performed.

Once a providing party can be located to satisfy the resource request, the coordinator will determine how quickly these resources can be made available and notify the requesting party of that fact.

5. The requesting party will make all necessary arrangements to care for the assisting party's personnel and equipment if needed.
6. The requesting party will carefully document all costs by specific damage site according to State and Federal procedures to maximize reimbursement for costs. Carefully record the names of assisting personnel and equipment at each site, hours worked, and mileage.
7. The requesting party should return the assisting party's resources as soon as possible.

San Diego County Operational Area Public Works Mutual Aid Agreement Procedures Guide

I. PURPOSE

The purpose of this Procedures Guide is to provide parties to the Public Works Agreement with a practical set of guidelines on how to effectively provide and receive public works assistance. The terms of the agreement shall govern in the event there is any actual or apparent conflict between this procedure guide and the agreement. The following provisions are suggested guidelines only and not binding on any agency. These provisions should be modified and expanded as necessary to meet the unique needs, emergency organizational structure, and working relationships of each operational and regional area.

II. TENETS OF OPERATIONAL AREA PUBLIC WORKS MUTUAL AID

1. The most effective means of providing timely assistance to a jurisdiction impacted by a disaster is to have agreements in place in advance of the disaster.
2. Assistance is voluntary.
3. Assistance provided shall be reimbursed by the requesting jurisdiction.
4. Jurisdictions should reasonably commit their own resources before requesting mutual aid.
5. A Proclamation of a Local Emergency is necessary to activate the agreement.
6. Cooperative planning and training are desirable to enhance the effectiveness of providing mutual aid when needed.

III. PROCEDURES FOR PUBLIC WORKS MUTUAL AID

1. Designated Public Works Coordinator

Paragraph 1 (a) of the Agreement specifies that the "Coordinator" shall mean the person designated by each party to act on behalf of that party on all matters relative to mutual aid, including but not be limited to requests, responses and reimbursement.

It is suggested that the Coordinator be a person who during a disaster would be authorized to request public works resources and bind their agency for the cost of these

resources. The Coordinator should also be in a position to authorize the providing agency to release personnel and equipment to the agency impacted by the disaster.

It is suggested that alternate coordinators be designated in case the primary coordinator is unavailable during the disaster.

2. WebEOC Communication

To obtain Public Works assistance, a planned method of communicating requests is essential. This includes using WebEOC to process the request and maintain lines of communication. Telephones should not be relied upon as the primary means of communication within the impacted area of a major disaster, and common public works radio frequencies may not exist in the area. It is recommended that WebEOC be used to request assistance using the Public Works Request Form.

3. Operational Area Concept

The Agreement specifies that an Operational Area, normally a County and all the jurisdictions within the County, shall be the basic unit for coordinating public works mutual aid. Because of their knowledge of public works terminology and procedures, it is suggested that a public works agency representative perform the role of public works coordinator in the operational area. This will be the San Diego County Department of Public Works for the operational area, although a different arrangement could be established if desired by the involved agencies.

4. California Emergency Management Agency (Cal EMA) Role

Cal EMA would act to support public works mutual aid assistance under the agreement by offering assistance to the Regional and Operational Public Works Coordinator, and act as Statewide Coordinator for seeking mutual aid resources if required from beyond the impacted region.

5. Resource Lists and Contacts

It is strongly recommended that lists of public works resources be developed for each participating agency in the Operational Area. Such lists are essential for the Operational Area Coordinator to quickly identify which agencies have the particular types of resources needed by the requesting impacted agency.

The designated public works coordinator for each jurisdiction should develop a detailed list of resources for their agency by quantity, type of personnel equipment, materials, and a contact number to check on its availability when needed. It is suggested that the coordinator then provide a brief summary of that information to the operational area coordinator for compiling an Operational Area resource directory.

It is suggested that each party develops common standardized terminologies for resources to facilitate categorizing and compiling these inventory lists. However, the development of the standardized terminology should not impede the development of these resource lists.

6. Arrange Care for Assisting Forces

The Agreement requires that the requesting party be responsible for the safekeeping of the resources provided by the assisting party.

7. Documentation for Reimbursement

In accordance with the Agreement, each requesting and assisting party is required to keep accounting records of the personnel, equipment, and materials provided under the Mutual Aid Agreement as required by the Federal Stafford Act administered by the Federal Emergency Management Administration (FEMA) and State guidelines. This requirement is to maximize the requesting agencies reimbursement of costs expended to receive mutual aid.

Each party to the Agreement should become thoroughly familiar with those federal and state accounting requirements and pre-establish emergency management procedures and training of their personnel to carefully document all costs of labor, equipment and personnel, including administrative costs, accounted by specific damage location. These practices are not only for mutual aid reimbursement but for reimbursement of all agency costs associated with the disaster.

8. Proclamation of Emergency

The Agreement requires that a Proclamation of Local Emergency must be approved by an authorized official of the impacted jurisdiction. A State of Emergency should be also requested through the Operational Area for approval by the Governor to authorize State reimbursement and, if warranted, a request for a Presidential Proclamation of Emergency to authorize federal reimbursement. Each Agency should include in their emergency plan a provision to seek such a proclamation from the authorized official in their jurisdiction as soon as they can reasonably determine that the disaster will be beyond the scope of mutual aid assistance.

9. Agency in Charge

The Agreement provides that the requesting coordinator shall remain in charge of the incident and provide direction and control to the resources provided by the assisting party. The request may also include having the assisting party providing supervisory personnel to take direct charge of their forces under the overall direction of the requesting coordinator. The intent is that the assisting party will comply with all reasonable directions from the requesting coordinator. However, the assisting party should not be

obligated to perform any work that it reasonably believes would unduly jeopardize the safety of its employees.

10. Checklists for Requesting Mutual Aid

Each party to the Agreement is encouraged to develop checklists for their coordinator to use in assuring that all required steps are followed to properly and effectively seek and provide Public Works Mutual Aid for the benefit of the impacted area and protection of the assisting party. These checklists should establish who is to carry out each essential function both internally to the agency and externally and contact numbers and means for reaching them.

Attachment A (San Diego County Operational Area Public Works Checklist for mutual aid assistance) is a sample checklist.

**County of San Diego Operational Area Public Works Mutual Aid Agreement
Public Works Typed Resources for the City of Escondido**

Resolution No. 2013-31
EXHIBIT A
Page 12 of 16

(Meets FEMA Typed Resource Definitions 508-7 dated May 2008)

Resource	Type I	Type II	Type III	Type IV	Type V	Other	Count
Aerial Lift - Telescopic Boom			1				1
Aerial Lift - Truck Mounted				3			3
Air Compressor				1			1
Electronic Boards, Arrow Boards			2	2			4
Hydraulic Excavator (Compact - Short Radius 1.75 cy to 0.61 cy Buckets)				1			1
Road Sweeper			3				3
Trailer, Gooseneck Tractor	4						4
Truck, On Road, Dump		2	2	1			5
Truck, Sewer Flusher		1					1
Water Truck	1						1
Wheel Loader Backhoe				2			2
Wheel Loaders (Medium 7 cy to 3 cy)			1				1
Wheel Loaders, Skid Steer (Small)	1						1
Wood Chipper	2						2

SUBJECT: Phase Three of the Public Works Mutual Aid Plan

The Public Works **Mutual Aid Plan** has three phases that address the MOU:

- *Phase One:* The MOU
- *Phase Two:* Resource inventory from the jurisdictions. This database will provide situational awareness for EOC staff charged with locating resources in non-impacted jurisdictions
- ***Phase Three:* Prioritization of critical buildings and if they are supported by alternate power.**

This document addresses the third phase of the MOU; identification of critical facilities and generator support of those facilities. The recent blackout has reminded us about the importance of generator power, support for the generator and the critical facilities in need of 24 hour support.

We will use this information to create a database of generator needs for jurisdictions, water agencies, and hospitals. We will use this to update the Army Corp of Engineers database for power needs, including long term fuel support if needed for a prolonged event. In coordination with your emergency management contact, please complete the following survey and return it to us by November 10, 2011.

City: Escondido

Please list the top five priority facilities including addresses/location for the city:

- 1 Hubbard Hill – 1200 Hubbard Ave 92027
- 2 Water Treatment Plant – 3440 East Valley Parkway 92027
- 3 Hale Avenue Resource & Recovery Facility (HARRF) – 1521 S. Hale Ave 92029
- 4 Police & Fire Headquarters – 1163 North Centre City Parkway 92026
- 5 City Hall – 201 North Broadway 92025

GENERATOR SUPPORT

Do you have generator support for these facilities? Yes

If no:

Is there room to place/connect/service a generator sufficient to meet your essential operational needs?

- | | |
|---------------------|-----------------|
| Priority Facility 1 | Choose an item. |
| Priority Facility 2 | Choose an item. |
| Priority Facility 3 | Choose an item. |
| Priority Facility 4 | Choose an item. |
| Priority Facility 5 | Choose an item. |

What voltage type and kW is required to support your operational needs?

- Priority Facility 1 [Click here to enter text.](#)
- Priority Facility 2 [Click here to enter text.](#)
- Priority Facility 3 [Click here to enter text.](#)
- Priority Facility 4 [Click here to enter text.](#)
- Priority Facility 5 [Click here to enter text.](#)

If yes, please provide the generator details below:

Priority Facility 1 Generator:

- Output in kW and voltage type: 50 AC
- Fuel type: Diesel
- Is there fuel to maintain the generator up to 24 hours? No
- Fuel storage capacity (gallons): 100
- Fuel consumption rate at full load (gal/hr) 4.5
- Is the generator mobile or fixed? Fixed
- Do you have Maintenance support (staff, supplies/parts, etc.)? Yes

- Do you have emergency 24/7 contact numbers and arrangements with fuel suppliers? Yes
- Do you have emergency 24/7 contact numbers and arrangements with generator vendors (rentals) if the unit fails? Yes

- Is the log book up to date with the last annual service/repair work performed on the generator (over 50 BHP) and a current APCD permit? Yes

Priority Facility 2 Generator:

- Output in kW and voltage type: 300 AC / 175 AC
- Fuel type: Propane
- Is there fuel to maintain the generator up to 24 hours? Yes
- Fuel storage capacity (gallons): 1591 / 499
- Fuel consumption rate at full load (gal/hr) 21.5/12.7
- Is the generator mobile or fixed? Fixed
- Do you have Maintenance support (staff, supplies/parts, etc.)? Yes

- Do you have emergency 24/7 contact numbers and arrangements with fuel suppliers? Yes
- Do you have emergency 24/7 contact numbers and arrangements with generator vendors (rentals) if the unit fails? Yes

- Is the log book up to date with the last annual service/repair work performed on the generator (over 50 BHP) and a current APCD permit? Yes

Priority Facility 3 Generator:

Output in kW and voltage type:	(2) 1000 AC
Fuel type:	Diesel
Is there fuel to maintain the generator up to 24 hours?	No
Fuel storage capacity (gallons):	(2) 600 + 1,000
Fuel consumption rate at full load (gal/hr)	69.3
Is the generator mobile or fixed?	Fixed
Do you have Maintenance support (staff, supplies/parts, etc.)?	Yes
Do you have emergency 24/7 contact numbers and arrangements with fuel suppliers?	Yes
Do you have emergency 24/7 contact numbers and arrangements with generator vendors (rentals) if the unit fails?	Yes
Is the log book up to date with the last annual service/repair work performed on the generator (over 50 BHP) and a current APCD permit?	Yes

Priority Facility 4 Generator:

Output in kW and voltage type:	(4) 600 AC
Fuel type:	Diesel
Is there fuel to maintain the generator up to 24 hours?	Yes
Fuel storage capacity (gallons):	(4) 1,100 + 10,000
Fuel consumption rate at full load (gal/hr)	46.2 each
Is the generator mobile or fixed?	Fixed
Do you have Maintenance support (staff, supplies/parts, etc.)?	Yes
Do you have emergency 24/7 contact numbers and arrangements with fuel suppliers?	Yes
Do you have emergency 24/7 contact numbers and arrangements with generator vendors (rentals) if the unit fails?	Yes
Is the log book up to date with the last annual service/repair work performed on the generator (over 50 BHP) and a current APCD permit?	Yes

Priority Facility 5 Generator:

Output in kW and voltage type:	350
Fuel type:	Diesel
Is there fuel to maintain the generator up to 24 hours?	No
Fuel storage capacity (gallons):	225
Fuel consumption rate at full load (gal/hr)	88
Is the generator mobile or fixed?	Yes
Do you have Maintenance support (staff, supplies/parts, etc.)?	Yes
Do you have emergency 24/7 contact numbers and arrangements with fuel suppliers?	Yes
Do you have emergency 24/7 contact numbers and arrangements with generator vendors (rentals) if the unit fails?	Yes
Is the log book up to date with the last annual service/repair work performed on the generator (over 50 BHP) and a current APCD permit?	Yes

INFORMATION ON ADDITIONAL GENERATORS

Total Number of additional generators?

[Click here to enter text.](#)

Output in kW and voltage type:

[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

Fuel type:

[Choose an item.](#)
[Choose an item.](#)
[Choose an item.](#)
[Choose an item.](#)
[Choose an item.](#)
[Choose an item.](#)
[Choose an item.](#)

County of San Diego Operational Area Building Safety Inspection Mutual Aid Agreement

This Mutual Aid Agreement is made and entered into by those parties who have adopted and signed this agreement.

WHEREAS, County of San Diego Office of Emergency Services, County of San Diego Planning and Development Services, and twelve (12) cities within the County have expressed a mutual aid interest in the establishment of a plan to facilitate and encourage Building Safety Inspection Mutual Aid Agreements throughout the County of San Diego; and

WHEREAS, the parties hereto have determined that it would be in their best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the parties whenever emergency personnel, equipment, and facility assistance is provided from another party's building inspectors and engineers to the other; and

WHEREAS, no party should be in a position of depleting unreasonably its own resources, facilities, or services providing such mutual aid; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Article 14 (Section 8630 et seq.) of the Act; and

WHEREAS, all parties must use the Standardized Emergency Management System (SEMS) in order to be eligible for possible state funding of response-related personnel costs pursuant to activities identified in the California Code of regulation;

In consideration of the conditions and covenants contained herein, the parties agree as follows:

1. For this Agreement, the following terms shall be ascribed the following meanings:
 - a. "Coordinator" shall mean the person designated by each party to act on behalf of that party on all matters relative to mutual aid, to include but not be limited to requests, responses, and reimbursement.
 - b. "Local Emergency" shall mean the actual or threatened existence of conditions of disaster or extreme peril to the safety of persons or property within the territorial limits of one of the parties caused by human or natural conditions such as air pollution, fire, flood, storm, wind, earthquake, explosion,

transportation accident, hazardous material problem, tsunami, sudden or severe energy shortage, epidemic, riot or other occurrences, other than conditions resulting from a labor controversy, which occurrences, or the immediate threat thereof, are likely to be beyond the control of the personnel, equipment, or facilities of that party to this Agreement and which personnel, equipment or facilities of the other party are therefore desired to combat.

- c. An "Operational Area" for the coordination of Building Safety Inspection Mutual Aid shall normally be a County and all the jurisdictions within the County that are parties to this Agreement. A different building safety inspection operational area may be established by the parties in some unique cases.
2. Coordinators designated by each party shall be designated by Title, Name, Address and Phone Number, and if said Coordinator changes, the other parties of the Agreement shall be notified in writing as soon as practical after the appointment has been made through the Agreement Coordinator designated in Paragraph 17 hereinafter.
3. When a local emergency has been proclaimed by a party's governing body or authorized official, the Coordinator may request assistance.
4. When request for assistance is received, the assisting Coordinator shall promptly advise of the extent of response, provide whatever personnel, equipment, and/or facilities are available without jeopardizing the safety of persons or property within their jurisdiction. No party receiving a request for assistance shall be under any obligation to provide assistance or incur any liability for not complying with the request.
5. When the assisting Coordinator's personnel, equipment, and/or facilities are no longer required or when the assisting Coordinator advises that the resources are required within their own jurisdiction, the requesting Coordinator shall immediately arrange for the return of those resources.
6. Requesting party shall be responsible for the safekeeping of the resources provided by the assisting party. The requesting Coordinator shall remain in charge of the incident or occurrence and shall maintain control and direction of the resources provided by the assisting party. The request may include providing supervisory personnel to take direct charge of the resources under the general direction of the requesting Coordinator. The requesting Coordinator shall make arrangements for feeding, assisting personnel, fueling, servicing, and repair of equipment if such support is requested by the assisting Coordinator. Assisting party's personnel shall not be deemed employees of requesting party and vice versa.

7. The requesting party agrees to pay all direct, indirect, administrative and contracted costs of assisting party incurred as a result of providing assistance pursuant to this Agreement, based upon standard rates applicable to assisting party's internal operations. Payment shall be made within sixty (60) days after receipt of a detailed invoice. Payment may be delayed if agreed upon by both parties. Requesting party shall not assume any liability for the direct payment of any salary or wages to any officer or employee of the assisting party.

8. DEFENSE AND INDEMNIFICATION

8.1 Claims Arising from Sole Acts or Omissions of a Party

Each Party to this MOU hereby agrees to defend and indemnify the other Parties to this MOU, their agents, officers and employees, from any claim, action or proceeding against another Party, arising solely out of its own acts or omissions in the performance of this MOU. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this MOU. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

8.2 Claims Arising From Concurrent Acts or Omissions

The Parties hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases, Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 4 below.

8.3 Joint Defense

Notwithstanding paragraph 8.2 above, in cases where Parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of said Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 8.4 below. Parties further agree that no Party may bind the others to a settlement agreement without the written consent of the others.

8.4 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties. Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

9. This agreement shall in no way abrogate or waive any of the immunities available under Federal, State and local law and regulations, including but not limited to the California Emergency Services Act, Government Code sections , et, seq.
10. When mutual aid is provided, the requesting and assisting agencies, will keep account records of the personnel, equipment, mileage, and materials provided as required by Federal and State law, the California Disaster Assistance Act, and FEMA guidelines to maximize the possibility of Federal and State disaster reimbursement. Each Party shall have access to another Party's records for this purpose.
11. This agreement shall take effect immediately upon its execution and shall remain in effect until terminated.
12. Any party may withdraw from this agreement without cause upon delivery of ninety (90) day s prior written notice to the Agreement Coordinator designated in Paragraph 17 below.
13. To the extent that they are inconsistent with this agreement all prior agreements for Building Safety Inspection Mutual Aid between the parties are hereby null and void.
14. Requests for mutual aid assistance under this agreement when more than one city is impacted by a disaster will be channeled through the County of San Diego Office of Emergency Services to ensure maximum effectiveness in allocating resources to the highest priority needs.
15. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
16. This agreement in no way acts to abrogate or waive any immunity available under the Tort Claims Act.
17. The County of San Diego Planning and Development Services shall act as the initial Agreement Coordinator of this program for the purpose of:
 - a. Receipt of new members to the agreement.
 - b. Maintaining a current list of signatory parties and representatives.
 - c. Circulating annually a list of all parties and representatives to all signatory parties.
 - d. Arranging for amendments to agreement as may be necessary.

The party acting as Agreement Coordinator may transfer these responsibilities to another party with the consent of that party and upon notification of the other parties to the agreement

18. All signatory parties agree that any other qualified public agency or quasi public agency may become a party to this agreement by executing a duplicate copy of this agreement and sending same to the Agreement Coordinator, initially the County of San Diego Department of Planning and Development Services, addressed as follows:

The San Diego County Planning and Development Services
County of San Diego
5510 Overland Ave, Suite 110
San Diego, California 92123
Attention: Mutual Aid Coordinator

IN WITNESS THEREOF, the parties hereto have executed this agreement by their duly authorized officers on the dates hereinafter indicated.

This Mutual Aid Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Attest

Holly Crawford
Director, Office of Emergency Services
County of San Diego

By: _____ Date: _____

Mark Wardlaw
Director, Department Planning and Development Services
County of San Diego

By: _____ Date: _____

Sam Abed
Mayor
City of Escondido

By: _____ Date: _____

Approved as to form:
Diane Halverson
City Clerk
City of Escondido

By: _____ Date: _____

Approved as to form:
[Name of Authorizer]
Office of County Counsel
County of San Diego

By: _____ Date: _____

San Diego County Operational Area Building Safety Inspection Mutual Aid Agreement Procedures Guide

I. PURPOSE

The purpose of this Procedures Guide is to provide parties to the Building Safety Inspection Agreement with a practical set of guidelines on how to effectively provide and receive building inspection assistance. The terms of the agreement shall govern in the event there is any actual or apparent conflict between this procedure guide and the agreement. The following provisions are suggested guidelines only and not binding on any agency. These provisions should be modified and expanded as necessary to meet the unique needs, emergency organizational structure, and working relationships of each operational and regional area.

II. TENETS OF OPERATIONAL AREA BUILDING SAFETY INSPECTION MUTUAL AID

1. The most effective means of providing timely assistance to a jurisdiction impacted by a disaster is to have agreements in place in advance of the disaster.
2. Assistance is voluntary.
3. Assistance provided shall be reimbursed by the requesting jurisdiction.
4. Jurisdictions should reasonably commit their own resources before requesting mutual aid.
5. A Proclamation of a Local Emergency is necessary to activate the agreement.
6. Cooperative planning and training are desirable to enhance the effectiveness of providing mutual aid when needed.

III. PROCEDURES FOR BUILDING SAFETY INSPECTION MUTUAL AID

1. Designated Building Safety Inspection Coordinator

Paragraph 1 (a) of the Agreement specifies that the "Coordinator" shall mean the person designated by each party to act on behalf of that party on all matters relative to mutual aid, including but not be limited to requests, responses and reimbursement.

It is suggested that the Coordinator be a person who during a disaster would be authorized to request Building Safety Inspection Mutual Aid and bind their agency for the cost of these resources. The Coordinator should also be in a position to authorize the

providing agency to release personnel and equipment to the agency impacted by the disaster.

It is suggested that alternate coordinators be designated in case the primary coordinator is unavailable during the disaster.

2. WebEOC Communication

To obtain Building Safety Inspections assistance, a planned method of communicating requests is essential. This includes using WebEOC to process the request and maintain lines of communication. Telephones should not be relied upon as the primary means of communication within the impacted area of a major earthquake disaster, and common Building Inspectors and Engineers radio frequencies may not exist in the area. It is recommended that WebEOC be used to request assistance using Building Safety Inspection Request Form.

3. Operational Area Concept

The Agreement specifies that an operational area, normally a County and all the jurisdictions within the County, shall be the basic unit for coordinating building safety inspection mutual aid. Because of their knowledge of building code terminology and procedures, it is suggested that an inspector or engineer representative perform the role of the Coordinator in the Operational Area. This will be San Diego County Planning and Development Services for the Operational Area, although a different arrangement could be established if deemed necessary by the involved agencies.

4. California Emergency Management Agency (Cal EMA) Role

Cal EMA would act to support building safety inspection mutual aid assistance under the agreement by offering assistance to the Operational Coordinator, and act as Statewide Coordinator for seeking mutual aid resources if required from beyond the impacted region.

5. Resource Lists and Contacts

It is strongly recommended that lists of building inspection resources be developed for each participating agency in the Operational Area. Such lists are essential for the Operational Area Coordinator to quickly identify which agencies have the particular types of resources needed by the requesting impacted agency.

The designated coordinator for each jurisdiction should develop a detailed list of resources for their agency by quantity, type of personnel equipment, materials, and a contact number to check on its availability when needed. It is suggested that the coordinator then provide a brief summary of that information to the Operational Area Coordinator for compiling an Operational Area Resource Directory.

6. Arrange Care for Assisting Forces

The Agreement requires that the requesting party be responsible for the safekeeping of the resources provided by the assisting party.

7. Documentation for Reimbursement

In accordance with the Agreement, each requesting and assisting party is required to keep accounting records of the personnel, equipment, and materials provided under the Mutual Aid Agreement as required by the Federal Stafford Act administered by the Federal Emergency Management Administration (FEMA) and State guidelines. This requirement is to maximize the requesting agencies reimbursement of costs expended to receive mutual aid.

Each party to the Agreement should become thoroughly familiar with those federal and state accounting requirements and pre-establish emergency management procedures and training of their personnel to carefully document all costs of labor, equipment and personnel, including administrative costs, accounted by specific damage location. These practices are not only for mutual aid reimbursement but for reimbursement of all agency costs associated with the disaster.

8. Proclamation of Emergency

The Agreement requires that a Proclamation of Local Emergency must be approved by an authorized official of the impacted jurisdiction. A State of Emergency should be also requested through the Operational Area for approval by the Governor to authorize State reimbursement, and if warranted, a request for a Presidential Proclamation of Emergency to authorize federal reimbursement. Each Agency should include in their emergency plan a provision to seek such a proclamation from the authorized official in their jurisdiction as soon as they can reasonably determine that the disaster will be beyond the scope of mutual aid assistance.

9. Agency in Charge

The Agreement provides that the requesting Coordinator shall remain in charge of the incident and provide direction and control to the resources provided by the assisting party. The request may also include having the assisting party provides supervisory personnel to take direct charge of their forces under the overall direction of the requesting coordinator. The intent is that the assisting party will comply with all reasonable directions from the requesting coordinator. However, the assisting party should not be obligated to perform any work that it reasonably believes would unduly jeopardize the safety of its employees.

10. Checklists for Requesting Mutual Aid

Each party of the Agreement is encouraged to develop checklists for their coordinator to use in assuring that all required steps are followed properly and effectively seek and provide Building Safety Inspection Mutual Aid for the benefit of the impacted area and protection of the assisting party. These checklists should establish who is to carry out each essential function, both internally to the agency and externally, and contact numbers and means for reaching them.

11. Safety Assessment Program

The individuals sent out should have gone through the one-day California Safety Assessment Program training in the past five years, have current credentials (Civil, Geotechnical or Structural engineering license, architect license, or one of the building inspector certificates recognized by the Safety Assessment Program.

Attachment A is the checklist for the County San Diego Operational Area Building Safety Inspection Mutual Aid Agreement.

San Diego County Operational Area Building Safety Inspection Check List for Mutual Aid Assistance

I. Pre-Event

Develop procedures at the local operational area to carry out mutual aid including checklists of actions, resource lists, etc.

II. Post Event

1. Local Agency quickly assesses estimated extent of damage and availability of local resources to respond.
2. If it is apparent that outside resources will be needed to effectively deal with the emergency, promptly authorize local official to request Proclamation of Local Emergency and, warranted, request State of Emergency Proclamation through the Operational Area Emergency Operations Center.
3. Upon proclamation of local emergency, request mutual aid assistance from Operational Area Building Safety Inspection Mutual Aid Coordinator according to pre-established procedures in WebEOC.
4. Ensure request is specific as to type and quantity of resources needed, when to report, who to report to, how long needed, type of work to be performed.

Once a providing party can be located to satisfy the resource request, the coordinator will determine how quickly these resources can be made available and notify the requesting party of that fact.

5. The requesting party will make all necessary arrangements to care for the assisting party's personnel and equipment if needed.
6. The requesting party will carefully document all costs by specific damage site according to State and Federal procedures to maximize reimbursement for costs. Carefully record the names of assisting personnel and equipment at each site, hours worked, and mileage.
7. The requesting party should return the assisting party's resources as soon as possible.



CITY COUNCIL

For City Clerk's Use:

APPROVED

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 10

Date: March 13, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: Construction Support Agreements; Influent Pump Station Project

RECOMMENDATION:

The Utilities Department requests City Council adoption of Resolution No. 2013-30 authorizing the Mayor and City Clerk to execute Consulting Agreements and a Public Services Agreement with:

1) Water Synergy, Inc. for services during construction including reviewing technical submittals in the amount of \$211,123.

2) West Coast Geotechnical Consultants, Inc. for geotechnical and materials testing services during construction in the amount of \$120,000.

3) CPM Construction, Inc. for estimating and scheduling services in the amount of \$175,000.

FISCAL ANALYSIS:

The Project is budgeted under CIP 804001 with sufficient funds available to fund the construction and support agreements.


PREVIOUS ACTION:

On October 17, 2012, Council authorized the Public Improvement Agreement with TC Construction Company, Inc. in the amount of \$8,169,500 for the construction of the Influent Pump Station Rehabilitation with resolution No. 2012-171.

BACKGROUND:

The original pump station, located at the HARRF, was built in 1973 and is due for replacement.

Respectfully submitted,


Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2013-30

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 WATER SYNERGY INC., A CONSULTING AGREEMENT WITH WEST COAST GEOTECHNICAL INC., AND A PUBLIC SERVICES AGREEMENT WITH CPM CONSTRUCTION INC. FOR THE INFLUENT PUMP STATION PROJECT AT THE HALE AVENUE RESOURCE RECOVERY FACILITY

WHEREAS, the City desires to rebuild the Influent Pump Station ("Project") at the Hale Avenue Resource Recovery Facility; and

WHEREAS, the City has executed a Capital Improvement Agreement to construct the Project; and

WHEREAS, technical support is needed to assist City staff with the execution of the Project; and

WHEREAS, the following companies have proposed to provide technical support:

1) Water Synergy Inc. for submittal review and technical consultation in the amount of \$211,123.

2) West Coast Geotechnical Consultants Inc. for geotechnical consultation and materials testing in the amount of \$120,000.

3) CPM Construction Inc. for scheduling and estimating services in the amount of \$175,000.

WHEREAS, the Director of Utilities recommends that the Consulting Agreement for Design Professional with Water Synergy, Inc., the Consulting Agreement with West Coast Geotechnical Consultants, Inc., and the Public Services Agreement with CPM Construction, Inc. be approved; and

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

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, a Consulting Agreement for Design Professional with Water Synergy, Inc., a Consulting Agreement with West Coast Geotechnical, Inc. and a Public Services Agreement with CPM Construction, Inc.. Copies of the Agreements are attached as Exhibits "1", "2" and "3" respectively, and are 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 _____, 20__.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Neil Greenwood
760-839-4078
("CITY")

And: Water Synergy, Inc.
3534 Sarah Ann Drive
Fallbrook, CA 92028
Attn: Don Bunts
760-533-4086
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide services during construction of the Influent Pump Station including reviewing technical submittals; 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 \$ 211,123.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
- 3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

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

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

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

- (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement, excepting only those claims resulting from the sole negligence, active negligence or intentional misconduct of CITY, its employees, officials, or agents, not including CONSULTANT;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.

15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

(Contractor signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

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

By: _____

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

ATTACHMENT A

Water Synergy, Inc.

3554 South Ann Dr.
Folsom, CA 95758
Ph (780) 539-4086 fax (780)751-7173

November 14, 2012

Mr. Neil Greenwood
City of Escondido
1521 S. Hale Avenue
Escondido, CA 92029

Subject: Proposal to provide the City of Escondido Engineering Services during Construction of the Influent Lift Station

Dear Mr. Greenwood:

Water Synergy, Inc. (*WSI*) is pleased to present this proposal to provide Engineering Services during Construction of the Influent Lift Station at the Hale Avenue Resource Recovery Facility (HARRF).

We understand the importance of this project to the City. As with any construction related project, the need for completing the necessary tasks in a timely fashion is very important to avoid delaying the contractor's activities. The two individuals that WSI is proposing to work on this project, Doug Brown and Don Bunts, both have over 25 years of experience in providing office engineering supporting the construction of water and wastewater facilities. WSI is aware of the need to proactively approach construction projects to address potential issues as early as possible to eliminate or greatly reduce the possible impacts to the project. In addition, the City will benefit from the knowledge of the HARRF facilities that WSI possesses due to their involvement with a variety of projects at the HARRF over the last 18 years.

Our proposed scope of work is based on the following assumptions:

- 1) This proposal is for office services only.
- 2) The construction of the project will generally be in conformance with the project plans and specifications.
- 3) Questions and issues requiring design intent changes will be forwarded to Atkins.
- 4) All inspection will be provided by the City.

The following is our proposed scope of services for this project:

TASK 1 SERVICES DURING CONSTRUCTION

Task 1.1 Routing of Construction Correspondence

WSI will receive, route and track all incoming and outgoing construction correspondence including RFI'S and Submittals during the construction. For budgeting purposes 50 hours have been budgeted for this Task.

Task 1.2 Respond to RFI's

WSI will respond to Requests for Information from the Contractor relating to the design, possible changed conditions or modifications that are required during the actual construction. For budgeting purposes we have assumed that *WSI* will respond to 50 RFI's and have budgeted three hours per RFI.

Proposal for Services During Construction
Influent Lift Station – City of Escondido
November 14, 2012
Page 7 of 9

Task 1.3 Review Submittals

WSI will review submittals for the items that were designed as a part of this project for conformance to the contract documents. For budgeting purposes we have assumed that *WSI* will review 500 submittals and we have budgeted two hour per submittal.

Task 1.4 Change Order Requests

If during the course of construction it becomes apparent that a modification or addition to the project must be made, at the request of the City *WSI* will prepare the necessary documents to facilitate the change. In addition, as requested *WSI* will review and evaluate all change order requests that may be made by the Contractor. This effort will be performed on an as-needed basis at the hourly rates indicated on the attached spreadsheet. For budgeting purposes we have budgeted 80 hours.

Task 1.5 Project Meetings/Site Visits

WSI will attend the preconstruction meeting and monthly construction meetings or as requested by the City. *WSI* will be responsible for tracking RFIs and Submittals and distributing the information to the appropriate parties. For budgeting purposes we have assumed (30) one and one half hour meetings during the course of the project.

The site visits will be performed on an as-needed basis and will include an informal observation of the construction activities to confirm the project is being constructed in general conformance to the contract documents. These visits will be coordinated in an attempt to coincide with the project meetings between the City and the Contractor. It is also assumed that our sub-consultants will perform two site visits from the structural subconsultant and two site visits from the electrical subconsultant will be required during the course of construction.

Task 1.6 Management and Coordination

This task involves the effort associated with the project management, QA/QC and coordination to facilitate and expedite document turn around. Included in the task are coordinating staffing requirements, scheduling, managing budgets, invoicing, and reviewing outgoing documents. For budgeting purposes 72 hours have been budgeted.

OPTIONAL TASKS

A Record Drawings

Based on the markups provided by others, *WSI* will prepare record drawings on the project files provided by others for the project that has been constructed. For budgeting purposes 40 hours have been budgeted.

B Start-Up Assistance

WSI will provide startup assistance to the City during the initial startup operation of the facilities. It is assumed that 40 hours will be required for this task.

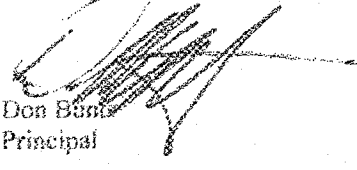
The estimated fees for this project are based on a time basis with a not to exceed without authorization are included on the attached spreadsheet. If you have any questions or comments, please

Proposal for Services During Construction
Influent Lift Station - City of Escondido
November 14, 2012
Page 3 of 3

feel free to contact myself at (760) 533-4086. We appreciate this opportunity to propose our services to you and look forward to continuing our efforts with the City on this project.

Sincerely,

Water Synergy, Inc.



Don Bunt
Principal



CITY OF ESCONDIDO
CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Neil Greenwood
760-839-4078
("CITY")

And: West Coast Geotechnical Consultants, Inc.
423 Hale Avenue
Escondido, CA 92029
Attn: Vincent Gaby
760-746-3592
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide geotechnical and materials testing services during construction of the Influent Pump station; 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 \$ 120,000.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

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

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

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

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

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

West Coast Geotechnical Consultants, Inc.

Date: _____

(Consultant signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

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

By: _____

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

**WEST COAST
GEOTECHNICAL CONSULTANTS, INC.**

PHONE: (760) 746-3592
FAX: (760) 754-2600

423 HALE AVENUE
ESCONDIDO, CA. 92029

RECEIVED

FEB 13 2012

*City of Escondido
Utilities Construction*

February 12, 2013

Mr. Neil Greenwood
City of Escondido
H.A.R.R.F.
1521 South Hale Avenue
Escondido, CA 92029

Project: Influent Pump Station
H.A.R.R.F.
1521 South Hale Avenue
Escondido, California

Subject: Proposal for As-Needed Soil Testing, Field
Observation and Material Testing Services

Dear Mr. Greenwood:

Thank you for this opportunity to provide you with our proposal for soil testing, field observation and materials testing services on the above referenced project. We will provide these services at the request and direction of the representative for the City of Escondido. Invoicing will be on a time and materials basis in accordance with the attached fee schedule.

I. Project Description

The proposed project will be the rehabilitation of the existing influent pump station at the Hale Avenue Resource Recovery Facility (H.A.R.R.F.) in Escondido.

Client Initials

Influent Pump Station - H.A.R.R.F.
Observation & Material Testing Services

Page 2
February 12, 2013

II. Description of Work

We will provide the following services at the request and direction of the representative for the City of Escondido.

1. Field observation and compaction testing of structural fill, pipe zone backfill, trench backfill, road subgrade, aggregate base and asphaltic concrete;
2. Field observation of foundation excavations, remedial grading excavations and temporary embankments;
3. Materials sampling during installation of cast-in-place concrete;
4. Laboratory testing of soil, aggregate, asphalt, and concrete;
5. Submittal of daily field reports, monthly progress reports and final reports to the City representative;

III. Breakdown of Anticipated Fees:

We will provide our services for a fee not to exceed \$ 120,000.00. We will invoice our Client only for the work performed, portal-to-portal, on a time and material basis in accordance with the attached schedule of fees. We will invoice our Client on a monthly basis. Invoices are due and payable on receipt of invoice.

All of the charges are based on regular working hours. Overtime rate will be charged in accordance with the fee schedule, with overtime hours being approved by the Client prior to commencement of work.

WEST COAST
GEOTECHNICAL CONSULTANTS, INC.

Client Initials

Influent Pump Station - H.A.R.R.F.
Observation & Material Testing Services

Page 3
February 12, 2013

IV. General Terms and Conditions

1. Changes to the "Agreement" shall be in writing agreed to and signed by both parties.
2. This Agreement shall become an integral part of any contract for the aforementioned project.
3. Client agrees to pay all court costs and reasonable attorney's fees in the event of default, if this agreement is turned over to an attorney for enforcement or collection.
4. Nothing herein or otherwise shall be construed as a warranty, express or implied on the part of **West Coast Geotechnical Consultants, Inc.** **West Coast Geotechnical Consultants, Inc.** does not intend to give any opinion whatsoever as to local city, county, or state rules and regulations which may have an impact on the buildability or value of the subject property.
5. This Agreement shall be governed by the laws of the State of California, and jurisdiction will be in the North County Judicial District of San Diego County, regardless of where the actual site of property in question is located.
6. The recommendations made in our reports are applicable to the site at the time the reports were prepared. It is the responsibility of the owner/developer to insure that these recommendations are carried out in the field.

**WEST COAST
GEOTECHNICAL CONSULTANTS, INC.**

Client Initials

7. The conclusions and recommendations provided in the reports have been based on all available data obtained from our field investigation and laboratory analysis, as well as our experience with the soils and formational materials located in the general area. The materials encountered on the project site and utilized in our laboratory testing are believed representative of the total area, however, earth materials may vary in characteristics between excavations.
8. Of necessity, we must assume a certain degree of continuity between exploratory excavations, borings and/or natural exposures. It is necessary, therefore, that all observations, conclusions and recommendations be verified during the grading operation.
9. It is not possible to predict with certainty the future performance of a property. The future behavior of the site is also dependent on numerous unpredictable variables such as earthquakes, rainfall, and on-site drainage patterns
10. The firm of **West Coast Geotechnical Consultants, Inc.** shall not be held responsible for changes to the physical conditions of the property such as addition to fill soils or changing drainage patterns which occur subsequent to issuance of the reports.
11. Owner/developer should locate and clearly mark all underground utilities prior to construction activities. **West Coast Geotechnical Consultants, Inc.** shall not be responsible for any damage to utilities.

12. This firm prepares the reports in accordance with generally accepted engineering practices and makes no other warranties, either express or implied, as to the professional advice provided under the terms of the agreement and included in the reports.

13. Neither the professional activities of **West Coast Geotechnical Consultants, Inc.** nor the presence of our employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. **West Coast Geotechnical Consultants, Inc.** and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for job site safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

14. **West Coast Geotechnical Consultants, Inc.** shall have the right to retain one or more professional consultant(s) as an independent advisor to **West Coast Geotechnical Consultants, Inc.** **West Coast Geotechnical Consultants, Inc.** will be solely responsible for payment of the consultant, and no contractual relationship shall arise between Client and the consultant. The extent of the consultant's liability for performance of its professional services shall be limited pursuant to the contract between **West Coast Geotechnical Consultants, Inc.** and the consultant.

15. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and **West Coast Geotechnical Consultants, Inc.** agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbonding mediation unless the parties mutually agree otherwise.

The Client and **West Coast Geotechnical Consultants, Inc.** further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

16. It is intended by the parties to this agreement that **West Coast Geotechnical Consultants, Inc.**'s services in connection with the Project shall not subject **West Coast Geotechnical Consultants, Inc.**'s individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against **West Coast Geotechnical Consultants, Inc.**, a California corporation, and not against any of **West Coast Geotechnical Consultants, Inc.**'s individual employees, officers or directors.
17. This agreement shall not create any rights or benefits to parties other than the Client and **West Coast Geotechnical Consultants, Inc.**, except such other rights as may be specifically called for herein.
18. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Influent Pump Station - H.A.R.R.F.
Observation & Material Testing Services

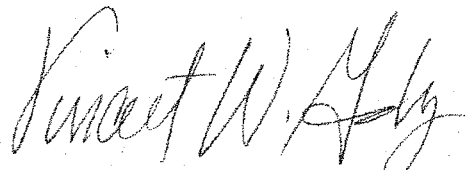
Page 7
February 12, 2013

If this agreement meets with your approval, please initial each page, complete the agreement block below and return one copy to this office within 60 days of receipt.

If you have any question regarding our charges, please do not hesitate to contact the undersigned.

Respectfully submitted,

WEST COAST GEOTECHNICAL CONSULTANTS, INC.



Vincent W. Gaby, CEG 1755, Expires 7-31-13
Engineering Geologist

Attachments: Fee Schedule
Distribution: (2) Addressee

VWG/dfg

I HAVE READ THE PRECEDING AND AGREE TO ALL THE TERMS AND CONDITIONS HEREIN.

AGREED TO THIS _____ DAY OF _____, 2013

BY: _____
(Print Name and Title)

ADDRESS: _____ WK PH: _____

(Street) FAX: _____

(City, State, Zip) CELL: _____

BY: _____
(Signature)

**WEST COAST
GEOTECHNICAL CONSULTANTS, INC.**

Influent Pump Station - H.A.R.R.F.
 Observation & Material Testing Services

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 February 12, 2013

**PREVAILING WAGE PROJECTS
 FIELD AND LABORATORY RATES
 (Effective January 1, 2013 through December 31, 2013)**

PROFESSIONAL SERVICES

Principal Engineer/Geologist.....	\$ 160.00 hr.
Registered Engineer.....	\$ 140.00 hr.
Certified Engineering Geologist.....	\$ 140.00 hr.
Staff Engineer/Geologist.....	\$ 110.00 hr.

TECHNICAL SERVICES

Field Technician with Mobile Laboratory or Nuclear Gauge.....	\$ 84.00 hr.*
Registered Special Inspector - (Concrete, Masonry, Pre-stress).....	\$ 94.00 hr.*
Registered Special Inspector - (Pile Driving, Deep Foundations).....	\$ 100.00 hr.*
Concrete Field Technician.....	\$ 84.00 hr.*
Sample Pick-up/Delivery (Concrete, Grout, Mortar, Soil).....	\$ 60.00 hr.
Technical Typing/Clerical.....	\$ 50.00 hr.
Drafting.....	\$ 50.00 hr.

* Projects that begin after June 30, 2013 may be subject to an increase on these services depending on State of California D.I.R. determinations.

LABORATORY TESTS

In-Place Density/Moisture Content.....	\$ 30.00 ea.
Moisture Content.....	\$ 20.00 ea.
Direct Shear Test - (3 points).....	\$ 180.00 ea.
Laboratory Compaction - (4 inch diameter mold).....	\$ 140.00 ea.
Laboratory Compaction - (6 inch diameter mold).....	\$ 170.00 ea.
Check Point.....	\$ 60.00 ea.
Expansion Test - (U.B.C. Method).....	\$ 140.00 ea.
Consolidation Test.....	\$ 210.00 ea.
Sieve Analysis.....	\$ 80.00 ea.
Hydrometer Analysis.....	\$ 180.00 ea.
Sand Equivalent.....	\$ 80.00 ea.
Plastic Index/Liquid Limit.....	\$ 140.00 ea.

**WEST COAST
 GEOTECHNICAL CONSULTANTS, INC.**

Client Initials

Influent Pump Station - H.A.R.R.F.
Observation & Material Testing Services

Page 9
February 12, 2013

**PREVAILING WAGE PROJECTS
FIELD AND LABORATORY RATES**
(Effective January 1, 2013 through December 31, 2013)

OVERTIME

Overtime will be charged at 1.5 times the regular hourly rate except for Sundays, Holidays or work over 12 hours per day which will be charged at 2.0 time the regular hourly rate per hour. Overtime is any time over an eight hour day and all day Saturday, Sunday and Holidays,. Holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Our regular working hours are from 7:00 a.m. to 4:00 p.m. Monday through Friday.

MINIMUM CHARGE

The minimum charge for any field work performed, except Registered Special Inspectors, will be two hours per day. The minimum charge for special inspection will be four hours per day. Special inspection over four hours will be invoiced at eight hours.

MILEAGE

Travel mileage over 25 miles from our office will be charged at \$.55 per mile.

COPYING CHARGE

Additional copies of previously issued reports will be invoiced on a time-and-material basis with a minimum charge of \$25.00.

OUTSIDE SERVICES

Work not performed by this laboratory will be charged at cost plus 20%.

COURT APPEARANCE DEPOSITION AND PREPARATION

Engineer or Geologist..... \$ 280.00 hr.
Supervisor or Technician..... \$ 160.00 hr.

**WEST COAST
GEOTECHNICAL CONSULTANTS, INC.**

Client Initials



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

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

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Neil Greenwood
760-839-4078

And: CPM Construction, Inc.
PO Box 1521
Walnut, CA 91788
Attn: Moqueem Ansari
909-598-9898
("CONTRACTOR")

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

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$ 175,000.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by _____. Extension of terms or time of performance may be made only upon the City's written consent.
4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.

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

- a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution.

Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
 - Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2007-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
14. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

CPM Construction, Inc.

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.

CPM Construction, Inc.
Complete Project Management Services

January 31, 2013

Mr. Neil Greenwood
Utilities Construction Manager
City of Escondido
1521 S. Hale Avenue
Escondido, CA 92029

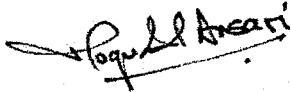
**Subject: HARRF INFLUENT PUMP STATION
CONSTRUCTION MANAGEMENT SERVICES
Proposal and SOQ**

Dear Neil:

As discussed, attached is our Cost Proposal for providing Scheduling Services for the above Project. Also attached is our Statement of Qualification for your review.

If there are any questions, please call (909) 598-9898.

Sincerely,



Moqueem Ansari

Attachments\

1. Budget Estimate Proposal
2. Rate Schedule 2013
3. Resume
4. List of Completed Project

CPM Construction Inc - Proposal

**CITY OF ESCONDIDO
 HARRF
 INFLUENT PUMP STATION
 Construction Management Services
 Scheduling - Review & Analysis / Budget Estimate**

Project Duration 640 days = 21.3 months

TASK	No	Hrs	Total Hrs	Loaded Rate		One Time Budget
One time review						
Spec/Contract/Drawing Reviews (LS one time charge)	1	80	80	\$175		\$14,000
Pre Construction Schedule / Work Constraint set up	1	40	40	\$175		\$7,000
Baseline Review and analysis	1	100	100	\$175		\$17,500
Baseline rejection & re-submittal to be treated as monthly review	1	0	0	\$175		\$0
Scope Included:						
1. Three site visits						
2. Review of Project Constraints and Requirements						
3. Review of Preliminary Schedule						
4. Baseline Schedule Coordination Meeting						
5. Baseline Schedule Review and Comments						
6. Prepare Cash Flow Reports						
Total Budget		220	220			\$38,500
						\$38,500

Regular monthly schedule reviews	mth	hrs/mth	total	Loaded Rate	Monthly Budget	Total budget
Scheduling / Monthly Reviews	20	40	800	\$175	\$7,000	\$140,000
Site Meetings / Progress and Issue Reviews	20	8	160	\$175	\$1,400	\$28,000
Weekly meetings; 3 Week look ahead's / Conference call's	4	2	8	\$175	\$1,400	\$28,000
Scope Included:						
1. Monitor schedule - Evaluate progress / Approved schedule						
2. Monitor Work - Delivery of Construction Materials / Equipment						
3. Provide Analysis of LD's Exposure						
4. Recommend Schedule Mitigation Measures						
5. Identify Variances (baseline vs. submittals)						
6. Monitor Cash Flow Reports						
Total Monthly Budget		50	968		\$9,800	\$196,000
						\$196,000

Other Services and Cost	mth	hrs/mth	total	Loaded Rate	Monthly Budget	Total budget
TIA / Change Order Fragnet Analysis - 6hrs/review minimum	1	LS	0	\$175		\$0
Site visits / min 6 hrs per visit	1	0	0	\$175		\$0
ODC / Travel / Color Graphics		LS		0		\$1,000
Contingency		LS		0		\$2,000
Miscellaneous Costs Budget						\$3,000
TOTAL BUDGET COST						\$237,500

Note:
 * Loaded rate / For details refer to attached rate sheet of 2013 CPM Rates.
 Above amounts are projected budgetary estimates. Actual billing will be done based on our rate schedule.

\$ 175,000

CPM Construction, Inc.

Complete Project Management Services

RATE SCHEDULE 2013

SCHEDULING

- Scheduling \$150 / hour
- Administrative \$100 / hour

ESTIMATING / CHANGE ORDER

- Estimating \$150 / hour
- Administrative \$100 / hour

CLAIMS PREPARATION AND ABATEMENT

- Expert Testimony \$195 / hour
- Claims Work & Preparation \$175 / hour
- Administrative \$100 / hour

Note:

1. Out of pocket expenses such as travel expenses, presentation graphics, copies, stationary, express mail and postage will be billed at cost plus a 10% processing fee. (Mileage billed at \$0.55 per mile.)
2. Minimum show up time charge is 4 hours. Above 6 hours shall be considered full time. Time based on actual hours expanded by personal portal to portal.
3. Other overhead cost not listed above will be billed at 10% of the hourly rate.
4. Incidental office expense for office supplies, computer expense and telephone charges etc shall be reimbursed on the basis of \$10 per each hour billed.
5. Invoices will be prepared on a monthly basis and payment is expected within 30 days.
6. All invoices are payable within 30 days of receipt. All balances unpaid after 45 days are subject to a late payment charge of 1 ½% per month.
7. This fee schedule is subject to increase effective January 1 of each year to reflect increase in our cost.

MO'QUEEM ANSARI (MOE)
20255 Edgemont Place
Walnut, CA 91789
Tel (909) 598-9898
Fax (909) 594-4486
Email - moqueem_ansari@yahoo.com



EDUCATION

M. S., Civil Engineering, Oklahoma State University, Stillwater, 1984.
B.Sc., Civil Engineering, N.E.D. University of Engineering & Technology, Karachi, 1981.

SUMMARY

Have a broad engineering background with a specialty in Construction Management and over 25 years of experience with major design engineers and contractors. Served as a Claim Consultant, Project Controls Engineer, Construction Engineer, and Project Engineer during the construction of projects ranging from pre-cast housing, roads, railways, subways, bridges, industrial buildings, steel mill upgrade, power plant modernization, to the design and construction of pump stations, water distribution systems, wastewater collection systems, water and sewage treatment plants.

EXPERIENCE

Consultant - CPM Construction Inc.

97 - Presently

Worked with all segments of the construction industry doing Claim Assignments, Estimating, Scheduling and Construction Management support tasks for the following entities: **Cities**- City of Escondido, The Wohlford Penstock Project, City of San Diego Estimating & Scheduling **Engineers**- Montgomery Watson (Various Water and Waste Water Treatment Plants), Luster CM (West Basin Recycling Program Phase-II) and GKK (Compton Unified School District). **Contractors**- Kajima-Ray Wilson Metro station (North Hollywood Station), APC-T&K (Joint Water Pollution Control Plant) and Arctic Slope Construction (ADEL Jet Fueling Storage Facility at McConnell Air force base Kansas). **Claim Assignments** - Trauner Consulting (Aladdin Casino and The Resort at Summerlin), Attorneys Lewis & Roca (Housing Project at Luke Air force base Phoenix, Arizona) and Attorneys Sheppard, Mullin, Richter & Hampton, Howard-Young International, projects included Water Treatment Plant, Pipelines, Buildings, Casinos, Prisons and Stadiums.

Project Controls Engineer - Montgomery Watson Harza

91 - 97

Responsible for the preparation of engineering estimates, review of contractor's estimates, unit cost negotiations, claims avoidance/mitigation/resolution for time and money, construction and review of CPM schedules. Extensive experience with Primavera and other estimating software. Evaluated and provided guidelines to monthly contractor schedules and change order delay requests on various projects.

A: Assisted in establishing project control functions for the Clean Water Program in San Diego; Wastewater Treatment Plant (\$15m) in the city of Burbank; Water Treatment Project (\$50m) Provincial Cities, Egypt; Wastewater Treatment Project (\$500m); Canal Cities, Egypt.

B: Douglas Aircraft Company, Long Beach, California - Soil and Ground Water Remediation Project. Responsible for the detailed engineer's estimate and construction schedule. The task included assigning construction activities, duration and sequences, to offset any negative impact on normal plant operations.

C: North Outfall Sewer, City of Los Angeles. Responsible for the detail engineers estimate. Monitored design and construction activities for progress and prepared monthly progress reports.

D: Water Reclamation Construction Program Phase-I, West Basin Municipal Water District, California. Supported construction efforts, provided estimating and scheduling for this \$170 million construction program. Inspected construction of 20 MGD treatment facility including 5 MGD treatment by reverse osmosis, and installation of 4 miles of 60-inch and 35 miles of 30-inch distribution pipe.

E: Rehabilitation Works - Sewer Network in Suez, Egypt, USAID (US Agency for International Development) project. Actively involved in negotiations of a \$25 million change order with the contractor. The scope of work included work task definitions, unit cost validation, and unit cost settlement with the contractor.

MOE ANSARI (CONTINUED)

F: Chemical Injection Facility, Hyperion Treatment Plant, City of Los Angeles. Worked on defending and overturning a potential claim by a contractor against the City of Los Angeles.

Planning & Scheduling Engineer - Steel Mills (Raytheon Engineers & Constructors) 90 - 91
Prepared detailed engineering estimates and schedules, pre-outage and outage construction schedules. Responsible for estimating, bidding and cost comparisons for steel, power, food and pharmaceutical projects. Interacted with Inland Steel, NIPSCO, Abbott Labs and Armco Steel. Used Primavera and Finest Hour scheduling software.

Asst. Project Control Manager - O'Hare Airport People Mover (MATRA Transit, Inc.) 89 - 90
Worked on a rail transit project at the O'Hare Airport, Chicago. This \$100 million project connected the various terminals by an automated elevated train, people mover system. The work involved, coordinating sub-contractors, site inspection, implementing and documenting and field changes, preparing monthly billing, monthly schedule of progress, and schedule impact analysis for owner initiated change order work.

Project Engineer - Construction Projects (Alcan Aluminum Corp. Chicago) 89 - 90
Worked on the design and construction of aluminum shelters used in the telecommunications and defense industries. Coordinated projects from design to construction involving electrical, mechanical and chemical engineering. Wrote proposals, manuals and technical documents for the ongoing projects. Followed projects from initial design to delivery stages including site improvements as needed by regulatory agencies.

Construction Engineer - 220 mile Road Project (Saud-Consult) 87 - 89
Worked on a \$200 million, 220-mile road project in Saudi-Arabia. Responsible for contract administration, planning, scheduling, estimation, change order negotiations, cost control and progress monitoring for the project. The project required cost loaded schedules through Open Plan.

Construction Engineer - Industrial Complex & Facilities (OMACO) 85 - 87
Worked as the construction engineer on a \$90 million industrial projects built in collaboration with Sumitomo, Japan & K. H. D., of West Germany located in Saudi-Arabia. Work involved the construction of pre-engineered steel & pre-cast buildings and heavy machinery installation. Responsible for shop drawings review and RFI/RFC supervised a team of five engineers and inspectors.

Quality Control Engineer - King Khalid Military Complex (ADA Int.) 81 - 82
Worked on the \$600 million, King Khalid Military City, Housing Complex that was supervised by U.S. Army Corps of Engineers in Saudi-Arabia. Was responsible for quality control functions relating to construction surveying, Lab test for earthwork & concreting, and monitoring of pre-cast panels for the project.

ORGANIZATIONS

Member of America Society of Civil Engineers
Member American Association of Cost Engineers
General Contractor License #691467
US Citizen

CPM CONSTRUCTION, INC.

1 of 5

COMPLETE PROJECT MANAGEMENT SERVICES
COST, SCHEDULING & PROJECT CONTROLS ASSIGNMENTS.

SUMMARY

PROJECTS	No
WATER TREATMENT PLANTS	14
WASTE WATER TREATMENT PLANTS	13
PIPELINES & TANKS	4
MASS TRANSIT SUB-WAY	1
HOUSING PROJECTS	2
STADIUM - BALL PARK	1
RESORT & PARKS	1
FUEL TANKS	1
PRISON - STATE	1
POWER PLANT	1
SCHOOLS - LA	2
CASINOS- ALADDIN	2
AIRPORT - LAX	1
COURT HOUSE	1
SHOPPING CENTERS	1
TRANSPORTATION - METRO	1
PORTS - LONG BEACH	2

CPM CONSTRUCTION, INC.

COMPLETE PROJECT MANAGEMENT SERVICES DETAILS

PROJECT: NEW WATER TREATMENT PLANT - \$15 MILLION
LOCATION: CITY OF BRAWLEY, CALIFORNIA
CLIENT: MONTGOMERY - WATSON
ASSIGNMENT: CPM SCHEDULING AND PROJECT CONTROLS

PROJECT: MTA: NORTH HOLLYWOOD STATION CO-351 - \$70 MILLION
LOCATION: NORTH HOLLYWOOD, CALIFORNIA
CLIENT: KAJIMA/ RAY WILSON - JOINT VENTURE
ASSIGNMENT: CHANGE ORDER - CONSULTANT

PROJECT: CAPEHART HOUSING - \$5 MILLION
LOCATION: LUKE AIR FORCE BASE - PHOENIX, ARIZONA
CLIENT: LMH CORPORATION (LEWIS AND ROCA LLP)
ASSIGNMENT: CLAIM ASSIGNMENT: DELAY AND CHANGE ORDER ANALYSIS

PROJECT: HYPERION TREATMENT PLANT, DIGESTER EXPANSION C741 - \$175 MILLION
LOCATION: CITY OF LOS ANGELES, CALIFORNIA
CLIENT: HOWARD-YOUNG INTERNATIONAL (DILLINGHAM-RAY WILSON-JV)
ASSIGNMENT: CHANGE ORDER & CLAIM ENTITLEMENT REVIEW

PROJECT: BANK ONE BALLPARK - \$250 MILLION
LOCATION: PHOENIX, ARIZONA
CLIENT: HOWARD YOUNG INTERNATIONAL (PERINI/Mc CARTHY-JV)
ASSIGNMENT: CLAIM ASSIGNMENT - TIME IMPACT ANALYSIS

PROJECT: AMFAC PARKS AND RESORT - \$127 MILLION
LOCATION: GRAND CANYON NATIONAL PARK - SOUTH RIM ARIZONA
CLIENT: HOWARD - YOUNG INTERNATIONAL (KIRKLAN & ELLIS LLP / AMFAC)
ASSIGNMENT: CPM SCHEDULING & ESTIMATING.

PROJECT: JOINT WATER POLLUTION CONTROL PLANT (SEC. TREATMENT FAC.) - \$100 MILLION
LOCATION: CARSON, CALIFORNIA
CLIENT: APC-T&K MECHANICAL - JV
ASSIGNMENT: CPM SCHEDULING

PROJECT: RIVERTON STEEL AND SOS METAL, RELOCATION COST - \$8 MILLION
LOCATION: PICO RIVERA & SOUTH GATE, CALIFORNIA
CLIENT: KCG MGMT. (PACIFIC DEV. SER. / PACIFIC RELOCATION CONSULTANTS)
ASSIGNMENT: COST ESTIMATES

PROJECT: CAVE CREEK WATER RECLAMATION PLANT PHASE 1 - \$40 MILLION
LOCATION: PHOENIX ARIZONA
CLIENT: APC-T&K MECHANICAL - JV
ASSIGNMENT: CHANGE ORDER EVALUATION

PROJECT: WEST BASIN RECYCLING PROGRAM, PHASE II - \$40 MILLION
LOCATION: CARSON, CALIFORNIA
CLIENT: LUSTER CONSTRUCTION MANAGEMENT
ASSIGNMENT: SCHEDULING / ESTIMATING / CHANGE ORDER

PROJECT: ADAL JET FUELING STORAGE FAC., McCONNELL AFB - \$5 MILLION
LOCATION: KANSAS
CLIENT: ARTIC SLOPE CONSTRUCTION
ASSIGNMENT: CLAIM ASSIGNMENT - TIME IMPACT ANALYSIS

PROJECT: SUSANVILLE PRISON PROJECT - \$100 MILLION
LOCATION: SUSANVILLE, CALIFORNIA
CLIENT: HOWARD - YOUNG INTERNATIONAL (Mc CARTHY CONSTRUCTION)
ASSIGNMENT: CLAIM - ANALYSIS

PROJECT: PARNASSUS POWER PROJECT, UCSF - \$40 MILLION
LOCATION: SAN FRANCISCO
CLIENT: HOWARD - YOUNG INTERNATIONAL (PARSONS BINKERHOFF)
ASSIGNMENT: SCHEDULE IMPACT ANALYSIS

PROJECT: WASTE WATER TREATMENT PLANT - \$65 MILLION
LOCATION: CITY OF MESA - ARIZONA
CLIENT: T & K MECHANICAL, INC.
ASSIGNMENT: CHANGE ORDER REVIEW AND ESTIMATING

PROJECT: MANHATTAN BEACH SCHOOL DISTRICT - \$22 MILLION
LOCATION: LOS ANGELES
CLIENT: HOWARD - YOUNG INT. (SHEPPARD, MULLIN, RICHTER & HAMPTON)
ASSIGNMENT: CLAIM ANALYSIS

PROJECT: COMPTON UNIFIED SCHOOL DISTRICT - \$75 MILLION
LOCATION: LOS ANGELES
CLIENT: GKK WORKS
ASSIGNMENT: ESTIMATING AND SCHEDULING

CPM CONSTRUCTION, INC.
COMPLETE PROJECT MANAGEMENT SERVICES

- PROJECT: ALADDIN HOTEL AND CASINO - \$1 BILLION PLUS
 LOCATION: LAS VEGAS
 CLIENT: TRAUNER CONSULTING SERVICES
 ASSIGNMENT: CLAIM ANALYSIS

- PROJECT: THE RESORT AT SUMMERLIN - \$200 MILLION
 LOCATION: LAS VEGAS
 CLIENT: TRAUNER CONSULTING SERVICES
 ASSIGNMENT: CLAIM ANALYSIS

- PROJECT: HALE AVENUE RESOURCE RECOVERY FACILITY - \$40 MILLION
 LOCATION: ESCONDIDO CALIFORNIA
 CLIENT: MONTGOMERY WATSON HARZA
 ASSIGNMENT: SCHEDULING ANALYSIS

- PROJECT: R.M. LEVEY WATER TREATMENT PLANT UPGRADE AND EXPANSION - \$50 MILLION
 LOCATION: HELIX WATER DISTRICT / SAN DIEGO / CALIFORNIA
 CLIENT: MONTGOMERY WATSON / HELIX WATER DISTRICT
 ASSIGNMENT: SCHEDULING AND CLAIM ANALYSIS

- PROJECT: YERBA BUENA GARDENS - \$250 MILLION
 LOCATION: SAN FRANCISCO
 CLIENT: HOWARD - YOUNG INTERNATIONAL (BOVIS CONSTRUCTION)
 ASSIGNMENT: CLAIM / SCHEDULE IMPACT ANALYSIS

- PROJECT: REGIONAL WASTEWATER TREATMENT PLANT FACILITY EXPANSION - \$30 MILLION
 LOCATION: LAKE ELSINORE CALIFORNIA
 CLIENT: MONTGOMERY WATSON HARZA - ELSINORE VALLEY MUNICIPAL WATER DISTRICT
 ASSIGNMENT: SCHEDULING AND CHANGE ORDER ANALYSIS

- PROJECT: MIRAMAR WATER TREATMENT PLANT - EARLY START IMPROVEMENT PROJECT PHASE -I, - \$8 MILLION
 LOCATION: MIRAMAR, SAN DIEGO
 CLIENT: MONTGOMERY WATSON HARZA - CITY OF SAN DIEGO
 ASSIGNMENT: SCHEDULING AND CHANGE ORDER ANALYSIS

- PROJECT: VILLAGE AT CENTENNIAL SQUARE - \$48 MILLION
 LOCATION: SAN FRANCISCO
 CLIENT: HOWARD - YOUNG INTERNATIONAL - SAN FRANCISCO STATE UNIVERSITY FOUNDATION
 ASSIGNMENT: CLAIM / SCHEDULE IMPACT ANALYSIS

- PROJECT: MIRAMAR WATER TREATMENT PLANT - EARLY START IMPROVEMENT PROJECT PHASE -II, - \$18 MILLION
 LOCATION: MIRAMAR, SAN DIEGO
 CLIENT: MONTGOMERY WATSON HARZA - CITY OF SAN DIEGO
 ASSIGNMENT: SCHEDULING AND CHANGE ORDER ANALYSIS

- PROJECT: OWENS VALLEY NATURE RESOURCE MANAGEMENT - \$50 MILLION
 LOCATION: OWENS VALLEY CALIFORNIA
 CLIENT: PSI - OWENS VALLEY (LADWP)
 ASSIGNMENT: SCHEDULE ANALYSIS

- PROJECT: DEER ISLAND TREATMENT PLANT - \$100 MILLION
 LOCATION: BOSTON / BUILT BY (KIEWIT, ATKINSON AND KENNY JOINT VENTURE)
 CLIENT: HOWARD - YOUNG INTERNATIONAL -
 ASSIGNMENT: CLAIM / SCHEDULE IMPACT ANALYSIS

- PROJECT: LOS ANGELES INTERNATIONAL AIRPORT - MASTER SCHEDULE DEVELOPMENT
 LOCATION: LAX - LOS ANGELES
 CLIENT: URS / PSI
 ASSIGNMENT: SCHEDULE ANALYSIS

- PROJECT: GROUND WATER REPLENISHMENT SYSTEM - \$450 MILLION
 LOCATION: ORANGE COUNTY
 CLIENT: MONTGOMERY WATSON HARZA - OCWD/OCSD
 ASSIGNMENT: SCHEDULING AND CHANGE ORDER ANALYSIS

- PROJECT: WOHLFORD PENSTOCK PROJECT - \$8 MILLION
 LOCATION: SAN DIEGO COUNTY, ESCONDIDO
 CLIENT: CITY OF ESCONDIDO
 ASSIGNMENT: SCHEDULING AND CLAIMS AVOIDANCE

- PROJECT: HALE AVENUE RESOURCE RECOVERY FACILITY - \$40 MILLION
 LOCATION: ESCONDIDO CALIFORNIA
 CLIENT: CITY OF ESCONDIDO
 ASSIGNMENT: CLAIMS MITIGATION

- PROJECT: METROPOLITAN COURT HOUSE - \$48 MILLION
 LOCATION: ALBUQUERQUE, NEW MEXICO / BUILT BY (BRADBURY STAMM CONSTRUCTION)
 CLIENT: HOWARD - YOUNG INTERNATIONAL -
 ASSIGNMENT: CLAIM / SCHEDULE IMPACT ANALYSIS

CPM CONSTRUCTION, INC.

COMPLETE PROJECT MANAGEMENT SERVICES

PROJECT: MIRAMAR WATER TREATMENT PLANT - CONTRACT - A / - \$82 MILLION
LOCATION: MIRAMAR, SAN DIEGO
CLIENT: MONTGOMERY WATSON HARZA - CITY OF SAN DIEGO
ASSIGNMENT: SCHEDULING AND CHANGE ORDER ANALYSIS

PROJECT: 91ST STREET WASTEWATER TREATMENT PLANT (UPOI) / - \$100 MILLION PLUS
LOCATION: PHOENIX, ARIZONA
CLIENT: HOWARD - YOUNG INTERNATIONAL
ASSIGNMENT: SCHEDULE ANALYSIS

PROJECT: ANAEROBIC DIGESTER AND DEWATERING FACILITY / IMPROVEMENTS / \$30 MILLION
LOCATION: CITY OF SAN MATEO / CALIFORNIA
CLIENT: MONTGOMERY WATSON HARZA
ASSIGNMENT: SCHEDULING AND CLAIM ANALYSIS

PROJECT: CALTRAN PROJECTS & CITY OF LOS ANGELES PROJECTS / \$5 MILLION
LOCATION: LA AND ORANGE COUNTY
CLIENT: PPC CONSTRUCTION INC.
ASSIGNMENT: SCHEDULING ANALYSIS

PROJECT: SURGE CONTROL FACILITY / SAN VICENTE TO 2ND AQUADUCT PIPELINE PROJECT / \$35.6 MILLION
LOCATION: SAN DIEGO COUNTY - CALIFORNIA
CLIENT: MONTGOMERY WATSON HARZA / SAN DIEGO COUNTY WATER AUTHORITY
ASSIGNMENT: COST ESTIMATE / -(OUR ESTIMATE \$38.5M) BID RANGE \$35.6 M, \$37.4M, \$39.4M & \$41.7M

PROJECT: BEARHS S102 - S110 GRADING, DRAINAGE & UTILITIES AT PIER-S MARINE TERMINAL / \$28 MILLION
LOCATION: PORT OF LONG BEACH
CLIENT: MONTGOMERY WATSON HARZA
ASSIGNMENT: SCHEDULING AND CHANGE ORDER ANALYSIS

PROJECT: LOS COUCHES PUMP STATION / \$7.2 MILLION
LOCATION: SAN DIEGO COUNTY - CALIFORNIA
SIZE: \$7.2M MILLION, (ESTIMATE \$8.1M) BID RANGE \$7.8M, \$8.6M & \$8.7M
CLIENT: MONTGOMERY WATSON HARZA / HELIX WATER DISTRICT
ASSIGNMENT: COST ESTIMATE / (OUR ESTIMATE \$8.1M) BID RANGE \$7.2, \$7.8M, \$8.6M & \$8.7M

PROJECT: PERDUE WATER TREATMENT PLANT / \$30 MILLION
LOCATION: SAN DIEGO COUNTY - CALIFORNIA
CLIENT: MONTGOMERY WATSON HARZA / SWEETWATER AUTHORITY
ASSIGNMENT: COST ESTIMATE @ 30% Design

PROJECT: ALVARADO WATER TREATMENT PLANT / \$4 MILLION
LOCATION: SAN DIEGO COUNTY - CALIFORNIA
CLIENT: MALCOLM PIRNIE / CITY OF SAN DIEGO
ASSIGNMENT: CHANGE ORDER ANALYSIS

PROJECT: ALVARADO WATER TREATMENT PLANT - UPGRADE AND EXPANSION OZONE / \$45 MILLION
LOCATION: SAN DIEGO COUNTY - CALIFORNIA
CLIENT: MALCOLM PIRNIE / CITY OF SAN DIEGO
ASSIGNMENT: COST ESTIMATE @ 75% Design

PROJECT: PERDUE WATER TREATMENT PLANT / \$10 MILLION
LOCATION: SAN DIEGO COUNTY - CALIFORNIA
CLIENT: MONTGOMERY WATSON HARZA / SWEETWATER AUTHORITY
ASSIGNMENT: REHAB COST ESTIMATE @ 30% Design

PROJECT: ALVARADO WATER TREATMENT PLANT - UPGRADE AND EXPANSION OZONE / \$47.3 MILLION
LOCATION: CITY OF SAN DIEGO - CALIFORNIA
SIZE: \$47.3 MILLION (ESTIMATE \$48.3M) BID RANGE \$48.1M & \$52.4M
CLIENT: MALCOLM PIRNIE / CITY OF SAN DIEGO
ASSIGNMENT: COST ESTIMATE @ 100% Design / (OUR ESTIMATE \$48.3M) BID RANGE \$47.3, \$48.1M & \$52.4M

PROJECT: MIRAMAR WATER TREATMENT PLANT - UPGRADE AND EXPANSION - CONTRACT - B / \$51 MILLION
LOCATION: CITY OF SAN DIEGO - CALIFORNIA
CLIENT: MONTGOMERY WATSON HARZA - CITY OF SAN DIEGO
ASSIGNMENT: SCHEDULING AND CHANGE ORDER ANALYSIS

PROJECT: MIRAMAR WATER TREATMENT PLANT - UPGRADE AND EXPANSION - CONTRACT - C / \$17 MILLION
LOCATION: CITY OF SAN DIEGO - CALIFORNIA
CLIENT: MONTGOMERY WATSON HARZA - CITY OF SAN DIEGO
ASSIGNMENT: SCHEDULING AND CHANGE ORDER ANALYSIS

PROJECT: JOHN W. NORTH 10 MGD WATER TREATMENT PLANT / \$17 MILLION
LOCATION: CITY OF RIVERSIDE - CALIFORNIA
CLIENT: CITY OF RIVERSIDE
ASSIGNMENT: SCHEDULING AND CHANGE ORDER ANALYSIS

PROJECT: PERDUE WATER TREATMENT PLANT - CHEMICAL SYSTEM IMPROVEMENT PROJECT / \$5 MILLION
LOCATION: SAN DIEGO COUNTY - CALIFORNIA
CLIENT: MONTGOMERY WATSON HARZA / SWEETWATER AUTHORITY
ASSIGNMENT: COST ESTIMATE @ Final - 90% Design

CPM CONSTRUCTION, INC.

COMPLETE PROJECT MANAGEMENT SERVICES

- PROJECT: ALVARADO WATER TREATMENT PLANT - PUMP STATION 17 / 22 FLOW CONTROL FACILITY / \$17 MILLION
LOCATION: CITY OF SAN DIEGO - CALIFORNIA
CLIENT: MALCOLM PIRNIE / CITY OF SAN DIEGO
ASSIGNMENT: COST ESTIMATE @ 100% Design

- PROJECT: PIPELINE-6 FEASIBILITY ALIGNMENT STUDY PROJECT / CIP \$500 MILLION
LOCATION: SAN DIEGO COUNTY - CALIFORNIA
CLIENT: MONTGOMERY WATSON HARZA / SAN DIEGO COUNTY WATER AUTHORITY
ASSIGNMENT: COST ESTIMATE

- PROJECT: WASTEWATER TREATMENT PLANT PARALLEL MLE MODIFICATION PROJECT / \$5 MILLION
LOCATION: LOS ANGELES COUNTY - CALIFORNIA
CLIENT: MONTGOMERY WATSON HARZA / CITY OF SIMI VALLEY
ASSIGNMENT: COST ESTIMATE

- PROJECT: CHEVRON - SAN JUAN CAPISTRANO - MTBE DESIGN
LOCATION: SAN JUAN CAPISTRANO - CALIFORNIA
CLIENT: MALCOLM PIRNIE / CITY OF SAN DIEGO
ASSIGNMENT: COST ESTIMATE

- PROJECT: 2009 BOND OFFERING - METROPOLITAN WASTEWATER DEPARTMENT - \$100 MILLION
LOCATION: CITY OF SAN DIEGO - CALIFORNIA
CLIENT: MALCOLM PIRNIE / CITY OF SAN DIEGO
ASSIGNMENT: COST ESTIMATES

- PROJECT: OTAY WATER TREATMENT PLANT - PLANT UPGRADES PHASE 2 - \$30 MILLION
LOCATION: CITY OF SAN DIEGO - CALIFORNIA
CLIENT: HARRIS & ASSOCIATES / CITY OF SAN DIEGO
ASSIGNMENT: CHANGE ORDER ESTIMATE/ENG

- PROJECT: CONNECTION OF DESALINATED SEAWATER TO PIPELINE 3 - \$10 MILLION
LOCATION: SAN DIEGO COUNTY WATER AUTHORITY - CALIFORNIA
CLIENT: MWH / CITY OF SAN DIEGO
ASSIGNMENT: COST ESTIMATES

- PROJECT: SAN JACINTO VALLEY REGIONAL WATER RECLAMATION FACILITY - \$117 MILLION
LOCATION: RIVERSIDE COUNTY, PERRIS - CALIFORNIA
CLIENT: MWH / EASTERN MUNICIPAL WATER DISTRICT (EMWD)
ASSIGNMENT: SCHEDULING

- PROJECT: TULLOCH HYDROELECTRIC PROJECT 3RD UNIT ADDITION - \$30 MILLION
LOCATION: JAMESTOWN - CALIFORNIA
CLIENT: MWH / SOUTH SAN JOAQUIN IRRIGATION DISTRICT & OAKDALE IRRIGATION DISTRICT
ASSIGNMENT: SCHEDULING

- PROJECT: PID FISH SCREEN INTAKE PROJECT - \$10 MILLION
LOCATION: NEAR SACRAMENTO - CALIFORNIA
CLIENT: MWH / PATTERSON IRRIGATION DISTRICT
ASSIGNMENT: SCHEDULING

- PROJECT: SANTA ANA RIVER INTERCEPTOR RELOCATION (SARI) - \$60 MILLION
LOCATION: COUNTY OF ORANGE - CALIFORNIA
CLIENT: MWH / COUNTY OF ORANGE
ASSIGNMENT: SCHEDULING

- PROJECT: COLORED WATER TREATMENT FACILITY - MESA MF TREATMENT PLANT - \$18 MILLION
LOCATION: COSTA MESA ORANGE COUNTY - CALIFORNIA
CLIENT: MWH / MESA CONSOLIDATED WATER DISTRICT
ASSIGNMENT: SCHEDULING

- PROJECT: GROUNDWATER REPLANISHMENT SYSTEM (GWRS) - \$115 MILLION
LOCATION: ORANGE COUNTY - CALIFORNIA
CLIENT: PARSONS / ORANGE COUNTY WATER DISTRICT
ASSIGNMENT: COST ESTIMATING & SCHEDULING



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11
Date: March 13, 2013

TO: Honorable Mayor and Members of the City Council
FROM: Kenneth C. Hugins, City Treasurer
SUBJECT: Treasurer's Investment Report for the Quarter Ended December 31, 2012

RECOMMENDATION:

It is requested that Council receive and file the Quarterly Investment Report

PREVIOUS ACTION:

The Investment Report for the quarter ended September 30, 2012, was filed with the City Clerk's Office on December 3, 2012 and presented to the City Council on December 12, 2012.

BACKGROUND:

From October 1, 2012, to December 31, 2012, the City's investment portfolio decreased from \$111.8 million to \$108.1 million. The adjusted average yield increased from 1.46% to 1.49%. An excess of cash payment outflows over cash receipt inflows for the quarter resulted in a decrease of \$3.7 million in the book value of the investment portfolio. Major components of the net \$3.7 million decrease are:

	<u>IN MILLIONS</u>
Sales Tax Allocations	5.7
Housing Loan Receivable payment	1.9
County Property Tax Allocation	6.7
Tax Increment Residual Balance Payment- Housing	(3.7)
County Water Authority Payments	(5.8)
CALPERS Contributions	(2.3)
Employee Health and Welfare benefits payments	(2.0)
Third November payroll expenditure	(2.1)
Net Increase in operational cash account	(1.2)
Other	(.9)
 Net Decrease to Investment Portfolio	 \$ <u>(3.7)</u>

Treasurer's Investment Report

March 13, 2013

Page 2

Details of the City's investment portfolio are included in the attached reports that are listed below:

- Summary of Investment Allocation Graph as of December 31, 2012
- Summary of General Obligation Bond Proceeds Balance as of December 31, 2012
- Summary of Investment Portfolio Yield for the last 12 months
- Summary and Detailed Reports of Investment Portfolio – October 2012 through December 2012
- Schedule of Investments Matured and Sold – October 2012 through December 2012
- Schedule of Funds Managed by Outside Parties as of December 31, 2012

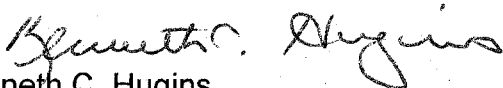
The General Obligation bond proceeds are invested in a separate LAIF account as authorized by Council on August 9, 2006. This is a permitted investment pursuant to the bond's Official Statement and also meets the City's investment objectives of safety, liquidity, and risk.

There are adequate funds to meet the next six month's expected expenditures. The Bank of New York Mellon Trust's monthly statement is the source for the market valuation. At December 31, the current portfolio investments balance exceeded the City's \$38 million investment policy requirement by \$6.8 million. As of December 31, 2012, the City is in compliance with all requirements of the City Investment Policy.

Investment transactions are executed in compliance with the City of Escondido's Investment Policy. Investment purchases have been made in accordance with the City's prioritized Investment Policy objectives of safety of principal, sufficiency of liquidity and maximization of yield. The City's investment portfolio has therefore historically been comprised of United States Treasury Notes, obligations issued by United States Government Agencies, Money Market funds and investments in the Local Agency Investment fund (LAIF) established by the State Treasurer. Over the past four years, a greater than 50% decline in the City's investment portfolio yield has been realized, decreasing from 3.7% at December, 2008 to 1.4% at December, 2012. This decline is representative of the continuous decline in investment interest rates and the portfolio's maturing, higher yielding investments being replaced with newer, lower yielding investments.

The investment committee will continue to monitor the City's portfolio trends and will investigate the feasibility of other allowable investment options that are consistent with the City's investment strategy and objectives. Additional information on these options and recommendations will continue to be communicated to council by the investment committee.

Respectfully submitted,



Kenneth C. Hugins
City Treasurer

**City of Escondido
Summary of Investment Allocation
as of December 31, 2012**

Investment Type	Book Value	Market Value	Percent of Portfolio at Market
Federal Farm Credit Bank Notes	\$ 6,162,757.63	\$ 6,318,250.00	5.73%
Federal Home Loan Bank Notes	26,235,694.18	26,871,872.91	24.39%
Federal Home Loan Mortgage Corp. Notes (FreddieMac)	24,624,726.62	25,461,595.00	23.11%
Federal National Mortgage Assoc. Notes (FannieMae)	25,165,232.65	25,636,275.62	23.26%
US Treasury Notes	1,003,350.04	1,043,360.00	0.95%
Local Agency Investment Fund (LAIF)	19,124,227.18	19,124,227.18	17.35%
Negotiable Certificates of Deposit	1,205,000.00	1,205,252.82	1.09%
Money Market	4,534,729.04	4,534,729.04	4.12%
Total Investment Portfolio - December 2012	\$108,055,717.34	\$110,195,562.57	100%

2004 Election General Obligation Bond Proceeds held separately in LAIF	\$ 50,332.26	\$ 50,332.26
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Reported Total Investments- December 2012	\$108,106,049.60	\$110,245,894.83
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Total Investment Portfolio - September 2012	\$111,796,438.94	\$114,162,183.26
2004 Election General Obligation LAIF- September 2012	\$ 50,287.39	\$ 50,287.39

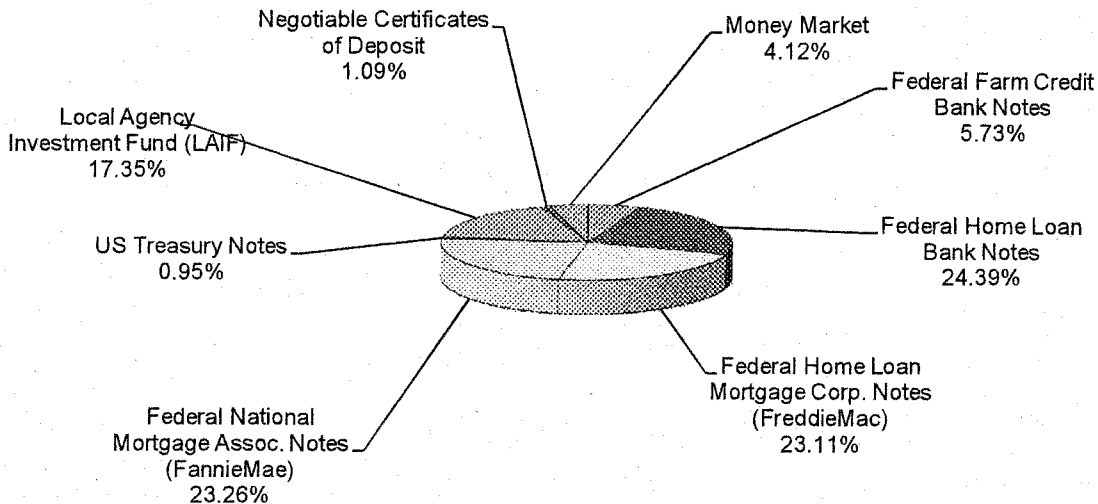
Reported Total Investments- September 2012	\$111,846,726.33	\$114,212,470.65
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Change from Prior Quarter	\$ (3,740,676.73)	\$ (3,966,575.82)
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Portfolio Effective Duration	1.840
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Portfolio Effective Duration - (Excluding LAIF and Money Market)	2.350
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**Summary of Investment Allocation as of December 31, 2012
(Excluding General Obligation Bond Proceeds)**



City of Escondido
 General Obligation Bonds, Election of 2004, Series A
 Public Safety Facilities Project
 Calculation of Bond Proceeds Balance
 As of December 31, 2012

Description	other Interest Earnings	(*) LAIF Interest Earnings	(*) LAIF Interest Withdrawals	Project Cost Reimbursement to the City	Balance
Par Value					\$ 84,350,000.00
Add:					
Original Issue Bond Premium					914,861.55
Less:					
Underwriter's Discount					(292,829.00)
Cost of Issuance Expense					(220,000.00)
Credit Enhancement					(275,000.00)
Net Bond Proceeds					84,477,032.55
Monthly Activities:					
August to September 2006	\$ 48.33	\$ -	\$ -	\$ (3,190,032.55)	81,287,000.00
September 2006 - Interest withdrawn	(48.33)	-	-		
October to December 2006		445,726.90		(3,300,000.00)	78,432,726.90
January to March 2007		1,033,671.72		(1,880,000.00)	77,586,398.62
April to June 2007		996,045.58		(200,000.00)	78,382,444.20
July to September 2007		1,022,452.03		(1,670,000.00)	77,734,896.23
October to December 2007		1,033,456.91		(1,980,000.00)	76,788,353.14
January to March 2008		970,394.61		(6,250,000.00)	71,508,747.75
April to June 2008		774,021.46		(8,300,000.00)	63,982,769.21
June 2008 - Interest Drawdown			(1,513,000.00)		62,469,769.21
July - September 2008		530,295.74		(14,000,000.00)	49,000,064.95
October to December 2008		386,163.16		(10,700,000.00)	38,686,228.11
January to March 2009		284,700.95		(7,500,000.00)	31,470,929.06
April to June 2009		169,983.58		(10,533,000.00)	21,107,912.64
July to September 2009		101,934.35		(7,300,000.00)	13,909,846.99
October to December 2009		42,769.87		(6,600,000.00)	7,352,616.86
January to March 2010		17,670.57		(1,074,000.00)	6,296,287.43
Feb 2010 - Interest Drawdown			(626,000.00)		5,670,287.43
April to June 2010		9,059.54			5,679,346.97
April 2010 - Interest Drawdown			(1,300,000.00)		4,379,346.97
June 2010 - Interest Drawdown			(1,825,000.00)		2,554,346.97
July to September 2010		6,114.18			2,560,461.15
August 2010 - Interest Drawdown			(1,300,000.00)		1,260,461.15
October 2010		2,484.95			1,262,946.10
November 2010 - Interest Drawdown			(850,000.00)		412,946.10
October to December 2010		951.61			413,897.71
January to March 2011		517.72			414,415.43
April to June 2011		491.83			414,907.26
July to September 2011		397.80			415,305.06
October to December 2011		398.52			415,703.58
January to March 2012		390.76			416,094.34
Subtotal		<u>7,830,094.34</u>	<u>(7,414,000.00)</u>	<u>(84,477,032.55)</u>	
June 2012- Transfer to Debt Service FD 320			(366,094.34)		50,000.00
April to June 2012 Interest		287.39			50,287.39
July to Sept. 2012 Interest		44.87			50,332.26
Ending Balance, 12/31/2012	\$ -	\$ 7,830,426.60	\$ (7,780,094.34)	\$ (84,477,032.55)	\$ 50,332.26

(*) LAIF Interest is paid quarterly in the month following quarter end.

**CITY OF ESCONDIDO
SUMMARY OF INVESTMENT PORTFOLIO YIELDS
FOR THE LAST 12 MONTHS
As of December 31, 2012**

Date	Book Value	Yield
Dec-12	\$ 108,106,049.60	1.3830%
Nov-12	\$ 106,173,095.26	1.4180%
Oct-12	\$ 106,738,005.55	1.4160%
Sep-12	\$ 111,846,726.33	1.4620%
Aug-12	\$ 112,046,477.07	1.5500%
Jul-12	\$ 134,726,370.24	1.4790%
Jun-12	\$ 143,566,076.73	1.4307%
May-12	\$ 140,387,155.23	1.4718%
Apr-12	\$ 132,615,056.91	1.5009%
Mar-12	\$ 128,917,166.82	1.5666%
Feb-12	\$ 131,994,350.32	1.6294%
Jan-12	\$ 137,622,704.02	1.5780%

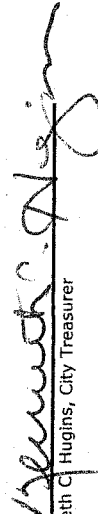
Average Annual Investment Portfolio Yield 1.4904%

Tracker
 City of Escondido
 Transactions Summary
 Transaction Summary Report - by Action
 Group By: Action Maturity and Sold
 Portfolio / Report Group: All Portfolios
 From 10/1/2012 To 12/31/2012

Description	CUSIP/Ticker	Settlement Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Matured						
FHLB 1.375 10/26/2012	3133XXLX3	10/26/2012	2,000,000.00	2,000,000.00	0.00	2,000,000.00
FHLB 1.75 12/14/2012	3133XVNT4	12/14/2012	1,000,000.00	1,000,000.00	0.00	1,000,000.00
FHLB 4.625 10/10/2012	3133XML66	10/10/2012	2,000,000.00	2,000,000.00	0.00	2,000,000.00
T-Note 4.25 9/30/2012	912828HE3	10/2/2012	300,000.00	300,000.00	0.00	300,000.00
Sub Total / Average			5,300,000.00	5,300,000.00	0.00	5,300,000.00

Tracker
 City of Escondido
 Portfolio Holdings
 Investment Portfolio - by Asset Class, Summary
 Report Format: By Totals
 Group By: Asset Class
 Average By: Face Amount / Shares
 Portfolio / Report Group: All Portfolios
 As of 12/31/2012

Description	Face Amount/Shares	Cost Value	Market Value	Book Value	Days To Maturity	YTM @ Cost
California Local Agency Investment Fund	19,124,227.18	19,124,227.18	19,124,227.18	19,124,227.18	1	0.3240
Federal Agency Coupon Securities	80,441,000.00	83,779,232.19	84,287,993.53	82,188,411.08	897	1.7070
LAIF - Public Safety Facility Bonds	50,332.26	50,332.26	50,332.26	50,332.26	1	0.3240
Money Market Account	4,534,729.04	4,534,729.04	4,534,729.04	4,534,729.04	1	0.2000
Negotiable Certificate of Deposit	1,205,000.00	1,205,000.00	1,205,252.82	1,205,000.00	275	0.5500
Treasury Coupon Securities	1,000,000.00	1,006,875.00	1,043,360.00	1,003,350.04	881	1.9780
Total / Average	106,355,288.48	109,700,395.67	110,245,894.83	108,106,049.60	690	1.3830


 Kenneth C. Hugins, City Treasurer

Tracker
 City of Escondido
 Portfolio Holdings
 Investment Portfolio - by Asset Class
 Report Format: By Transaction
 Group By: Asset Class
 Average By: Face Amount / Shares
 Portfolio / Report Group: All Portfolios
 As of 12/31/2012

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
California Local Agency Investment Fund								
LAIF LGIP	LGIP7282	LAIF	5/31/2011	19,124,227.18	19,124,227.18	19,124,227.18	1	0.3240
Sub Total / Average				19,124,227.18	19,124,227.18	19,124,227.18	1	0.3240
Federal Agency Coupon Securities								
FFCB 2.4 3/15/2016	31331KEK2	FFCB	3/24/2011	1,000,000.00	1,054,970.00	1,004,063.47	1170	2.2650
FFCB 4.25 7/8/2013	31331VQZ2	FFCB	3/23/2010	2,000,000.00	2,042,260.00	2,024,068.83	189	1.8400
FFCB 4.55 3/4/2015	31331SNP4	FFCB	6/18/2010	1,000,000.00	1,091,400.00	1,046,920.70	793	2.2600
FFCB 4.75 9/30/2015	31331GCR8	FFCB	9/30/2010	1,000,000.00	1,118,620.00	1,085,106.69	1003	1.5200
FFCB 5.2 3/20/2013	31331VTY2	FFCB	5/14/2008	1,000,000.00	1,011,000.00	1,002,597.94	79	3.8700
FHLB 1.375 12/11/2015	313371NW2	FHLB	12/29/2010	1,000,000.00	1,029,250.00	972,774.20	1075	2.3600
FHLB 1.625 12/11/2015	313371VFO	FHLB	12/29/2010	1,000,000.00	1,034,470.00	979,819.97	1075	2.3550
FHLB 1.625 12/9/2016	313371PV2	FHLB	12/29/2011	1,500,000.00	1,561,320.00	1,526,612.74	1439	1.1600
FHLB 1.625 9/28/2015	3133716Z4	FHLB	9/30/2010	1,000,000.00	1,033,780.00	1,002,206.15	1001	1.5410
FHLB 1.63 8/20/2015	313370NE4	FHLB	3/24/2011	1,000,000.00	1,034,500.00	991,957.44	962	1.9500
FHLB 1.75 9/11/2015	313370B5	FHLB	9/30/2010	1,000,000.00	1,036,670.00	1,005,810.34	984	1.5250
FHLB 1.875 8/30/2013	3133XXL21	FHLB	3/23/2010	3,000,000.00	3,033,570.00	2,999,520.24	242	1.9000
FHLB 2.10/28/2013	3133XYDK8	FHLB	5/7/2010	1,000,000.00	1,014,950.00	1,000,912.48	301	1.8850
FHLB 2.3 12/8/2016	313371ZU3	FHLB	12/29/2011	500,000.00	530,135.00	520,753.06	1438	1.2100
FHLB 2.5 6/13/2014	3133XWE70	FHLB	6/7/2012	3,000,000.00	3,097,770.00	3,091,640.62	529	0.3820
FHLB 2.625 9/13/2013	3133XUPZ0	FHLB	5/5/2010	1,050,000.00	1,067,882.81	1,055,424.20	256	1.8600
FHLB 2.625 9/13/2013	3133XUPZ0	FHLB	3/24/2010	3,000,000.00	3,051,093.75	3,013,750.17	256	1.9450
FHLB 3.125 3/11/2016	3133XXP43	FHLB	3/24/2011	3,000,000.00	3,253,770.00	3,075,050.80	1166	2.2910
FHLB 3.125 3/8/2013	3133XPBB9	FHLB	6/17/2009	1,535,000.00	1,543,457.85	1,536,859.53	67	2.4300
FHLB 3.25 9/12/2014	3133XUMR1	FHLB	6/18/2010	1,000,000.00	1,050,280.00	1,019,237.23	620	2.0600

Tracker
City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class
Report Format: By Transaction
Group By: Asset Class
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 12/31/2012

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
FHLB 4 6/16/2015	3133XYD2	FHLB	9/30/2010	1,000,000.00	1,089,020.00	1,059,452.33	897	1.4850
FHLB 4.875 12/13/2013	3133XHW57	FHLB	3/24/2010	1,350,000.00	1,409,953.50	1,383,912.68	347	2.1080
FHLMC 2 8/25/2016	3137EACW7	FHLMC	8/31/2011	3,000,000.00	3,157,320.00	3,085,058.80	1333	1.1970
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	5,000,000.00	5,334,750.00	5,071,462.41	1243	2.0550
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	3,000,000.00	3,200,850.00	3,042,998.69	1243	2.0540
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	6/1/2011	2,500,000.00	2,667,375.00	2,548,432.31	1243	1.9000
FHLMC 3 7/28/2014	3137EACD9	FHLMC	6/18/2010	5,000,000.00	5,211,000.00	5,084,302.66	574	1.8800
FHLMC 5 2/16/2017	3137EAAW1	FHLMC	2/16/2012	5,000,000.00	5,890,300.00	5,792,471.75	1508	1.0480
FNMA 0.5 5/27/2015	3135G0KM4	FNMA	6/29/2012	3,000,000.00	3,010,890.00	3,000,713.49	877	0.4900
FNMA 1.125 4/27/2017	3135G0JA2	FNMA	5/31/2012	2,000,000.00	2,036,580.00	2,012,451.41	1578	0.9770
FNMA 1.25 1/30/2017	3135G0GV3	FNMA	1/24/2012	3,000,000.00	3,075,510.00	3,003,855.61	1491	1.2170
FNMA 1.25 9/28/2016	3135G0CM3	FNMA	9/29/2011	5,000,000.00	5,129,687.50	4,991,873.61	1367	1.2950
FNMA 1.375 11/15/2016	3135G0ES8	FNMA	12/29/2011	2,000,000.00	2,060,380.00	2,013,491.31	1415	1.1950
FNMA 2.375 7/28/2015	31398AU34	FNMA	9/30/2010	1,000,000.00	1,051,360.00	1,022,137.38	939	1.4800
FNMA 2.375 7/28/2015	31398AU34	FNMA	3/24/2011	2,000,000.00	2,102,720.00	2,020,788.17	939	1.9510
FNMA 4.375 7/17/2013	31359MSL8	FNMA	5/5/2010	1,000,000.00	1,022,560.00	1,013,773.62	198	1.7500
FNMA 4.625 10/15/2014	31359MWJ8	FNMA	6/18/2010	1,000,000.00	1,077,380.00	1,045,237.19	653	1.9720
FNMA 4.75 2/21/2013	31359MQV8	FNMA	4/25/2008	2,000,000.00	2,012,480.00	2,002,416.24	52	3.8110
FNMA 4.75 2/21/2013	31359MQV8	FNMA	7/23/2009	2,000,000.00	2,012,480.00	2,007,348.33	52	2.0550
FNMA 5.38 10/2/2013	31364GBF5	FNMA	5/5/2010	1,006,000.00	1,044,248.12	1,031,146.29	275	1.8300
Sub Total / Average				80,441,000.00	84,287,993.53	82,188,411.08	897	1.7070
Sub Total / Average								
LAIF LGIP	LGIP7018	LAIF	6/30/2011	50,332.26	50,332.26	50,332.26	1	0.3240
Sub Total / Average				50,332.26	50,332.26	50,332.26	1	0.3240

Tracker
City of Escondido
Portfolio Holdings
Investment Portfolio - By Asset Class
Report Format: By Transaction
Group By: Asset Class
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 12/31/2012

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
Money Market Account								
Bank of America MM	MM0555	Bank of America	5/31/2011	4,534,729.04	4,534,729.04	4,534,729.04	1	0.2000
Sub Total / Average				4,534,729.04	4,534,729.04	4,534,729.04	1	0.2000
Negotiable Certificate of Deposit								
Ally Bank 0.5 11/12/2013	02005QE66	Ally Bank	5/9/2012	245,000.00	245,000.00	245,000.00	316	0.5000
Beal Bank USA 0.6 6/12/2013	07370VAG3	Beal Bank USA	6/13/2012	245,000.00	245,186.62	245,000.00	163	0.6000
Discover Bank 0.5 11/12/2013	254671AP5	Discover Bank	5/9/2012	245,000.00	245,000.00	245,000.00	316	0.5000
GoldmanSachs 0.55 8/15/2013	38143AJY2	GoldmanSachs	2/15/2012	225,000.00	225,066.20	225,000.00	227	0.5500
Huntington Nat 0.6 12/16/2013	446438QU0	Huntington Nat	6/15/2012	245,000.00	245,000.00	245,000.00	350	0.6000
Sub Total / Average				1,205,000.00	1,205,252.82	1,205,000.00	275	0.5500
Treasury Coupon Securities								
T-Note 2.125 5/31/2015	912828NF3	Treasury	6/18/2010	1,000,000.00	1,043,360.00	1,003,350.04	881	1.9780
Sub Total / Average				1,000,000.00	1,043,360.00	1,003,350.04	881	1.9780
Total / Average				106,355,288.48	110,245,894.83	108,106,049.60	690	1.3830

Tracker
 City of Escondido
 Portfolio Holdings
 Investment Portfolio - By Asset Class, Summary
 Report Format: By Totals
 Group By: Asset Class
 Average By: Face Amount / Shares
 Portfolio / Report Group: All Portfolios
 As of 11/30/2012

Description	Face Amount/Shares	Cost Value	Market Value	Book Value	Days To Maturity	YTM @ Cost
California Local Agency Investment Fund	19,124,227.18	19,124,227.18	19,124,227.18	19,124,227.18	1	0.3240
Federal Agency Coupon Securities	81,441,000.00	84,784,712.19	85,511,522.70	83,256,022.82	917	1.7050
LAIF - Public Safety Facility Bonds	50,332.26	50,332.26	50,332.26	50,332.26	1	0.3240
Money Market Account	1,534,045.08	1,534,045.08	1,534,045.08	1,534,045.08	1	0.2000
Negotiable Certificate of Deposit	1,205,000.00	1,205,000.00	1,205,127.61	1,205,000.00	306	0.5500
Treasury Coupon Securities	1,000,000.00	1,006,875.00	1,045,312.50	1,003,467.92	912	1.9780
Total / Average	104,354,604.52	107,705,191.71	108,470,567.33	106,173,095.26	728.00	1.4180


 Kenneth C. Huggins, City Treasurer

Tracker
 City of Escondido
 Portfolio Holdings
 Investment Portfolio - by Asset Class
 Report Format: By Transaction
 Group By: Asset Class
 Average By: Face Amount / Shares
 Portfolio / Report Group: All Portfolios
 As of 11/30/2012

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
California Local Agency Investment Fund								
LAIF LGIP	LGIP7282	LAIF	5/31/2011	19,124,227.18	19,124,227.18	19,124,227.18	1	0.3240
Sub Total / Average				19,124,227.18	19,124,227.18	19,124,227.18	1	0.3240
Federal Agency Coupon Securities								
FFCB 2.4 3/15/2016	31331KEK2	FFCB	3/24/2011	1,000,000.00	1,057,310.00	1,004,171.13	1201	2.2650
FFCB 4.25 7/8/2013	31331Y2Q2	FFCB	3/23/2010	2,000,000.00	2,048,200.00	2,028,016.63	220	1.8400
FFCB 4.55 3/4/2015	31331SNP4	FFCB	6/18/2010	1,000,000.00	1,094,620.00	1,048,754.93	824	2.2600
FFCB 4.75 9/30/2015	31331GCR8	FFCB	9/30/2010	1,000,000.00	1,123,180.00	1,087,737.11	1034	1.5200
FFCB 5.2 3/20/2013	31331VTY2	FFCB	5/14/2008	1,000,000.00	1,014,910.00	1,003,617.39	110	3.8700
FHLB 1.375 12/11/2015	313371NW2	FHLB	12/29/2010	1,000,000.00	1,030,040.00	971,989.08	1106	2.3600
FHLB 1.625 12/11/2015	313371VF0	FHLB	12/29/2010	1,000,000.00	1,035,400.00	979,238.03	1106	2.3550
FHLB 1.625 12/9/2016	313371PV2	FHLB	12/29/2011	1,500,000.00	1,567,380.00	1,527,186.05	1470	1.1600
FHLB 1.625 9/28/2015	3133716Z4	FHLB	9/30/2010	1,000,000.00	1,034,610.00	1,002,274.47	1032	1.5410
FHLB 1.63 8/20/2015	313370NE4	FHLB	3/24/2011	1,000,000.00	1,035,280.00	991,698.27	993	1.9500
FHLB 1.75 12/14/2012	3133XVNT4	FHLB	3/24/2010	1,000,000.00	1,000,460.00	1,000,077.03	14	1.5430
FHLB 1.75 9/11/2015	313370BS	FHLB	9/30/2010	1,000,000.00	1,037,550.00	1,005,993.39	1015	1.5250
FHLB 1.875 8/30/2013	3133XXL21	FHLB	3/23/2010	3,000,000.00	3,036,990.00	2,999,458.78	273	1.9000
FHLB 2.10/28/2013	3133XYDK8	FHLB	5/7/2010	1,000,000.00	1,016,140.00	1,001,006.46	332	1.8850
FHLB 2.3 12/8/2016	313371ZU3	FHLB	12/29/2011	500,000.00	532,350.00	521,200.45	1469	1.2100
FHLB 2.5 6/13/2014	3133XWE70	FHLB	6/7/2012	3,000,000.00	3,101,310.00	3,097,010.87	560	0.3820
FHLB 2.625 9/13/2013	3133XUPZ0	FHLB	5/5/2010	1,050,000.00	1,069,698.00	1,056,081.03	287	1.8600
FHLB 2.625 9/13/2013	3133XUPZ0	FHLB	3/24/2010	3,000,000.00	3,056,280.00	3,015,415.22	287	1.9450
FHLB 3.125 3/11/2016	3133XYP43	FHLB	3/24/2011	3,000,000.00	3,260,940.00	3,077,046.15	1197	2.2910
FHLB 3.125 3/8/2013	3133XPBB9	FHLB	6/17/2009	1,535,000.00	1,546,911.60	1,537,719.91	98	2.4300

Tracker
City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class
Report Format: By Transaction
Group By: Asset Class
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 11/30/2012

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
FHLB 3.25 9/12/2014	3133XUMR1	FHLB	6/18/2010	1,000,000.00	1,052,031.25	1,020,199.10	651	2.0600
FHLB 4.6/16/2015	3133XTYD2	FHLB	9/30/2010	1,000,000.00	1,091,480.00	1,061,506.98	928	1.4850
FHLB 4.875 12/13/2013	3133XHW57	FHLB	3/24/2010	1,350,000.00	1,414,422.00	1,386,942.34	378	2.1080
FHLMC 2.8/25/2016	3137EACW7	FHLMC	8/31/2011	3,000,000.00	3,163,980.00	3,087,036.91	1364	1.1970
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	5,000,000.00	5,356,000.00	5,073,244.66	1274	2.0550
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	3,000,000.00	3,213,600.00	3,044,071.07	1274	2.0540
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	6/1/2011	2,500,000.00	2,678,000.00	2,549,640.20	1274	1.9000
FHLMC 3.7/28/2014	3137EACD9	FHLMC	6/18/2010	5,000,000.00	5,219,650.00	5,088,855.60	605	1.8800
FHLMC 5.2/16/2017	3137EAAM1	FHLMC	2/16/2012	5,000,000.00	5,921,650.00	5,808,762.61	1539	1.0480
FNMA 0.5 5/27/2015	3135G0KM4	FNMA	6/29/2012	3,000,000.00	3,010,470.00	3,000,798.71	908	0.4900
FNMA 1.125 4/27/2017	3135G0JA2	FNMA	5/31/2012	2,000,000.00	2,044,740.00	2,012,696.02	1609	0.9770
FNMA 1.25 1/30/2017	3135G0GY3	FNMA	1/24/2012	3,000,000.00	3,087,656.25	3,003,935.78	1522	1.2170
FNMA 1.25 9/28/2016	3135G0CM3	FNMA	9/29/2011	5,000,000.00	5,143,150.00	4,991,689.33	1398	1.2950
FNMA 1.375 11/15/2016	3135G0ES8	FNMA	12/29/2011	2,000,000.00	2,063,320.00	2,013,786.88	1446	1.1950
FNMA 2.375 7/28/2015	31398AU34	FNMA	9/30/2010	1,000,000.00	1,052,812.50	1,022,868.22	970	1.4800
FNMA 2.375 7/28/2015	31398AU34	FNMA	3/24/2011	2,000,000.00	2,105,625.00	2,021,474.47	970	1.9510
FNMA 4.375 7/17/2013	31359MSL8	FNMA	5/5/2010	1,000,000.00	1,025,625.00	1,015,930.09	229	1.7500
FNMA 4.625 10/15/2014	31359MWJ8	FNMA	6/18/2010	1,000,000.00	1,080,450.00	1,047,384.75	684	1.9720
FNMA 4.75 2/21/2013	31359MQV8	FNMA	7/23/2009	2,000,000.00	2,019,600.00	2,011,729.06	83	2.0550
FNMA 4.75 2/21/2013	31359MQV8	FNMA	4/25/2008	2,000,000.00	2,019,600.00	2,003,856.70	83	3.8110
FNMA 5.38 10/2/2013	31364GBF5	FNMA	5/5/2010	1,006,000.00	1,048,101.10	1,033,980.96	306	1.9300
Sub Total / Average				81,441,000.00	85,511,522.70	83,256,022.82	917	1.7050

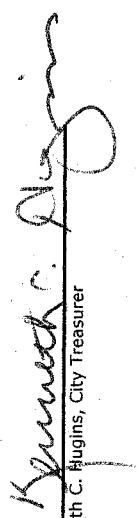
LAIF - Public Safety Facility Bonds

Tracker
City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class
Report Format: By Transaction
Group By: Asset Class
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 11/30/2012

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
LAIF LGIP	LGIP7018	LAIF	6/30/2011	50,332.26	50,332.26	50,332.26	1	0.3240
Sub Total / Average				50,332.26	50,332.26	50,332.26	1	0.3240
Money Market Account								
Bank of America MM	MM0555	Bank of America	5/31/2011	1,534,045.08	1,534,045.08	1,534,045.08	1	0.2000
Sub Total / Average				1,534,045.08	1,534,045.08	1,534,045.08	1	0.2000
Negotiable Certificate of Deposit								
Ally Bank 0.5 11/12/2013	02005QE66	Ally Bank	5/9/2012	245,000.00	245,000.00	245,000.00	347	0.5000
Beal Bank USA 0.6 6/12/2013	07370VAG3	Beal Bank USA	6/13/2012	245,000.00	245,160.21	245,000.00	194	0.6000
Discover Bank 0.5 11/12/2013	25467IAP5	Discover Bank	5/9/2012	245,000.00	245,000.00	245,000.00	347	0.5000
GoldmanSachs 0.55 8/15/2013	38143AJY2	GoldmanSachs	2/15/2012	225,000.00	224,967.40	225,000.00	258	0.5500
Huntington Nat 0.6 12/16/2013	446438QU0	Huntington Nat	6/15/2012	245,000.00	245,000.00	245,000.00	381	0.6000
Sub Total / Average				1,205,127.61	1,205,127.61	1,205,000.00	306	0.5500
Treasury Coupon Securities								
T-Note 2.125 5/31/2015	912828NF3	Treasury	6/18/2010	1,000,000.00	1,045,312.50	1,003,467.92	912	1.9780
Sub Total / Average				1,000,000.00	1,045,312.50	1,003,467.92	912	1.9780
Total / Average				104,354,604.52	108,470,567.33	106,175,095.26	728	1.4180

Tracker.
 City of Escondido
 Portfolio Holdings
 Investment Portfolio - by Asset Class, Summary
 Report Format: By Totals
 Group By: Asset Class
 Average By: Face Amount / Shares
 Portfolio / Report Group: All Portfolios
 As of 10/31/2012

Description	Face Amount/Shares	Cost Value	Market Value	Book Value	Days To Maturity	YTM @ Cost
California Local Agency Investment Fund	19,124,227.18	19,124,227.18	19,124,227.18	19,124,227.18	1	0.3400
Federal Agency Coupon Securities	81,441,000.00	84,784,712.19	85,485,853.20	83,321,544.01	947	1.7050
LAIF - Public Safety Facility Bonds	50,332.26	50,332.26	50,332.26	50,332.26	1	0.3400
Money Market Account	2,033,320.10	2,033,320.10	2,033,320.10	2,033,320.10	1	0.2000
Negotiable Certificate of Deposit	1,205,000.00	1,205,000.00	1,205,019.64	1,205,000.00	336	0.5500
Treasury Coupon Securities	1,000,000.00	1,006,875.00	1,045,390.00	1,003,582.00	942	1.9780
Total / Average	104,853,879.54	108,204,466.73	108,944,142.38	106,738,005.55	749	1.4160


 Kenneth C. Huggins, City Treasurer

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
California Local Agency Investment Fund								
LAIF LGIP	LGIP7282	LAIF	5/31/2011	19,124,227.18	19,124,227.18	19,124,227.18	1	0.3400
Sub Total / Average				19,124,227.18	19,124,227.18	19,124,227.18	1	0.3400
Federal Agency Coupon Securities								
FFCB 2.4 3/15/2016	31331KEK2	FFCB	3/24/2011	1,000,000.00	1,055,910.00	1,004,275.32	1231	2.2650
FFCB 4.25 7/8/2013	31331Y2Q2	FFCB	3/23/2010	2,000,000.00	2,055,360.00	2,031,837.07	250	1.8400
FFCB 4.55 3/4/2015	31331SNP4	FFCB	6/18/2010	1,000,000.00	1,097,440.00	1,050,529.99	854	2.2600
FFCB 4.75 9/30/2015	31331GCR8	FFCB	9/30/2010	1,000,000.00	1,125,230.00	1,090,282.67	1064	1.5200
FFCB 5.2 3/20/2013	31331VTY2	FFCB	5/14/2008	1,000,000.00	1,019,440.00	1,004,603.95	140	3.8700
FHLB 1.375 12/11/2015	313371NW2	FHLB	12/29/2010	1,000,000.00	1,028,100.00	971,229.29	1136	2.3600
FHLB 1.625 12/11/2015	313371VF0	FHLB	12/29/2010	1,000,000.00	1,033,610.00	978,674.87	1136	2.3550
FHLB 1.625 12/9/2016	313371PV2	FHLB	12/29/2011	1,500,000.00	1,559,765.62	1,527,740.87	1500	1.1600
FHLB 1.625 9/28/2015	3133716Z4	FHLB	9/30/2010	1,000,000.00	1,033,760.00	1,002,340.59	1062	1.5410
FHLB 1.63 8/20/2015	313370NE4	FHLB	3/24/2011	1,000,000.00	1,034,870.00	991,447.47	1023	1.9500
FHLB 1.75 12/14/2012	3133XVNT4	FHLB	3/24/2010	1,000,000.00	1,001,840.00	1,000,242.09	44	1.5430
FHLB 1.75 9/11/2015	313370JB5	FHLB	9/30/2010	1,000,000.00	1,036,980.00	1,006,170.53	1045	1.5250
FHLB 1.875 8/30/2013	3133XXL21	FHLB	3/23/2010	3,000,000.00	3,041,430.00	2,999,399.31	303	1.9000
FHLB 2 10/28/2013	3133XYDK8	FHLB	5/7/2010	1,000,000.00	1,017,630.00	1,001,097.40	362	1.8850
FHLB 2.3 12/8/2016	313371ZU3	FHLB	12/29/2011	500,000.00	530,005.00	521,633.41	1499	1.2100
FHLB 2.5 6/13/2014	3133XWE70	FHLB	6/7/2012	3,000,000.00	3,105,900.00	3,102,207.88	590	0.3820
FHLB 2.625 9/13/2013	3133XUPZ0	FHLB	5/5/2010	1,050,000.00	1,071,945.00	1,056,716.68	317	1.8600
FHLB 2.625 9/13/2013	3133XUPZ0	FHLB	3/24/2010	3,000,000.00	3,062,700.00	3,017,026.57	317	1.9450
FHLB 3.125 3/11/2016	3133XXP43	FHLB	3/24/2011	3,000,000.00	3,257,010.00	3,078,977.13	1227	2.2910

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
FHLB 3.125 3/8/2013	3133XPBB9	FHLB	6/17/2009	1,535,000.00	1,551,040.75	1,538,552.53	128	2.4300
FHLB 3.25 9/12/2014	3133XUMPL	FHLB	6/18/2010	1,000,000.00	1,054,230.00	1,021,129.93	681	2.0600
FHLB 4 6/16/2015	3133XTYD2	FHLB	9/30/2010	1,000,000.00	1,093,640.00	1,063,495.35	958	1.4850
FHLB 4.875 12/13/2013	3133XHW57	FHLB	3/24/2010	1,350,000.00	1,419,754.50	1,389,874.28	408	2.1080
FHLMC 2 8/25/2016	3137EACW7	FHLMC	8/31/2011	3,000,000.00	3,154,800.00	3,088,951.21	1394	1.1970
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	5,000,000.00	5,347,100.00	5,074,969.41	1304	2.0550
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	5/25/2011	3,000,000.00	3,208,260.00	3,045,108.85	1304	2.0540
FHLMC 2.5 5/27/2016	3137EACT4	FHLMC	6/1/2011	2,500,000.00	2,673,550.00	2,550,809.12	1304	1.9000
FHLMC 3 7/28/2014	3137EACD9	FHLMC	6/18/2010	5,000,000.00	5,228,125.00	5,093,261.66	635	1.8800
FHLMC 5 2/16/2017	3137EAA11	FHLMC	2/16/2012	5,000,000.00	5,909,200.00	5,824,527.96	1569	1.0480
FNMA 0.5 5/27/2015	3135G0KM4	FNMA	6/29/2012	3,000,000.00	3,007,800.00	3,000,763.12	938	0.4900
FNMA 1.125 4/27/2017	3135G0JA2	FNMA	5/31/2012	2,000,000.00	2,033,700.00	2,012,932.73	1639	0.9770
FNMA 1.25 1/30/2017	3135G0GY3	FNMA	1/24/2012	3,000,000.00	3,073,080.00	3,004,013.36	1552	1.2170
FNMA 1.25 9/28/2016	3135G0CM3	FNMA	9/29/2011	5,000,000.00	5,123,350.00	4,991,510.99	1428	1.2950
FNMA 1.375 11/15/2016	3135G0E58	FNMA	12/29/2011	2,000,000.00	2,058,700.00	2,014,072.91	1476	1.1950
FNMA 2.375 7/28/2015	31398AU34	FNMA	9/30/2010	1,000,000.00	1,053,270.00	1,023,575.48	1000	1.4800
FNMA 2.375 7/28/2015	31398AU34	FNMA	3/24/2011	2,000,000.00	2,106,540.00	2,022,138.63	1000	1.9510
FNMA 4.375 7/17/2013	31359MSL8	FNMA	5/5/2010	1,000,000.00	1,029,210.00	1,018,017.01	259	1.7500
FNMA 4.625 10/15/2014	31359MWJ8	FNMA	6/18/2010	1,000,000.00	1,083,520.00	1,049,463.03	714	1.9720
FNMA 4.75 2/21/2013	31359MQV8	FNMA	4/25/2008	2,000,000.00	2,027,780.00	2,005,250.69	113	3.8110
FNMA 4.75 2/21/2013	31359MQV8	FNMA	7/23/2009	2,000,000.00	2,027,780.00	2,015,968.48	113	2.0550
FNMA 5.38 10/2/2013	31364GBF5	FNMA	5/5/2010	1,006,000.00	1,052,497.33	1,036,724.19	336	1.9300
Sub Total / Average				81,441,000.00	85,485,853.20	83,321,544.01	947	1.7050

Description	CUSIP/Ticker	Issuer	Settlement Date	Face Amount/Shares	Market Value	Book Value	Days To Maturity	YTM @ Cost
LAIF - Public Safety Facility Bonds								
LAIF LGIP	LGIP7018	LAIF	6/30/2011	50,332.26	50,332.26	50,332.26	1	0.3400
Sub Total / Average				50,332.26	50,332.26	50,332.26	1	0.3400
Money Market Account								
Bank of America MM	MM0555	Bank of America	5/31/2011	2,033,320.10	2,033,320.10	2,033,320.10	1	0.2000
Sub Total / Average				2,033,320.10	2,033,320.10	2,033,320.10	1	0.3400
Negotiable Certificate of Deposit								
Ally Bank 0.5 11/12/2013	02005QE66	Ally Bank	5/9/2012	245,000.00	245,000.00	245,000.00	377	0.5000
Beal Bank USA 0.6 6/12/2013	07370VAG3	Beal Bank USA	6/13/2012	245,000.00	245,115.15	245,000.00	224	0.6000
Discover Bank 0.5 11/12/2013	25467IAP5	Discover Bank	5/9/2012	245,000.00	245,000.00	245,000.00	377	0.5000
GoldmanSachs 0.55 8/15/2013	38143AJY2	GoldmanSachs	2/15/2012	225,000.00	224,904.49	225,000.00	288	0.5500
Huntington Nat 0.6 12/16/2013	446438QU0	Huntington Nat	6/15/2012	245,000.00	245,000.00	245,000.00	411	0.6000
Sub Total / Average				1,205,000.00	1,205,019.64	1,205,000.00	396	0.5500
Treasury Coupon Securities								
T-Note 2.125 5/31/2015	91282BNF3	Treasury	6/18/2010	1,000,000.00	1,045,390.00	1,003,582.00	942	1.9780
Sub Total / Average				1,000,000.00	1,045,390.00	1,003,582.00	1	0.3400
Total / Average				104,853,879.54	108,944,142.38	106,738,005.55	749	1.4160

CITY OF ESCONDIDO
 FUNDS MANAGED BY OUTSIDE PARTIES
 December 31, 2012

Type of Funds / Institution	Market Value	Interest Rate	Type of Investment
<u>BOND FUNDS</u>			
BANK OF NEW YORK:			
1993 Vineyard Golf Course Certificates of Participation	\$ 700,868.67	0.160%	Money Market/ FHLB Discount Note
2001 Reidy Creek Golf Course Lease Revenue Bonds (issued April 2001)	542,719.35	0.160%	Money Market/ FHLB Discount Note
1992 Community Development Commission Revenue Bond	347,435.49	0.136%	Money Market/ FHLB Discount Note
2007 COP - Water Project (Certificates issued September 2007)	7,951,688.31	0.010%	Money Market
2004A Wastewater Bond (1996 Wastewater Refunding)	2,024,600.23	0.160%	Money Market/ FHLB Discount Note
2004B Wastewater Bond - Brine Project	3,585,821.95	0.050%	Money Market/ FHLB Discount Note
2001 Community Facility District (Hidden Trails)	230,131.41	0.159%	Money Market/ Certificate of Deposit
2006 Community Facility District (Eureka Ranch)	1,926,218.57	0.105%	Money Market/ FHLB Discount Note
1986-1R/98 Auto Parkway Assessment District	336,053.23	0.158%	Money Market/ FHLB Discount Note
1998-1 Rancho San Pasqual Assessment District	342,805.07	0.159%	Money Market/ FHLB Discount Note
2012 JPFA Revenue Bonds (Water System Financing)	20,004,905.63	0.326%	LAIF/Money Market
2012 JPFA Revenue Bonds (Wastewater System Financing)	25,006,476.77	0.326%	LAIF/Money Market
TOTAL FUNDS MANAGED BY OUTSIDE PARTIES	\$ 62,999,724.68		

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: **12**

Date: **March 13, 2013**

TO: Honorable Mayor and Members of the City Council
FROM: Barbara Redlitz, Director of Community Development
SUBJECT: Long-Form Rent Review Board Hearing for Vista Verde Mobile Estates
(Case #0697-20-991)

RECOMMENDATION:

It is requested that Council adopt Rent Review Board Resolution No. 2013-01RR granting a rent increase based on testimony received February 13, 2013 at a public hearing.

PREVIOUS ACTION:

During the February 13, 2013 hearing of the Mobilehome Rent Review Board, Board Members and the resident representative favorably discussed excluding space 63; however, during the motion space 63 was not expressly discussed.

On March 6, 2013, Rent Review Board Resolution No. 2013-01 was presented to the Board and did not contain specific reference to excluding Space 63. Board members asked staff to look into the issue further. The resident representative for the nine residents of Vista Verde Estates, resubmitted the request that space 63 be excluded from the rent increase. Adoption of Resolution 2013-01 was postponed.

On March 12, 2013, Mark Alpert, attorney for Vista Verde Mobile Estates, submitted a letter to the Council requesting the Council reconsider excluding space 63 from the rent increase. Mr. Alpert also claimed that the cost of the rent increase application must be recoverable by the park owners.

BACKGROUND:

After reviewing the video of the public hearing, Staff has prepared Resolution 2013-01RR, which specifically addresses and excludes space 63 from the rent increase.

On February 13, 2013, the Rent Review Board accepted the staff report and heard public testimony regarding a long form rent increase application affecting nine residents at Vista Verde Mobile Estates. After deliberation, the Rent Review Board determined that a fair, just and reasonable rent increase could be determined through the application of 60% of the increase in the Consumer Price Index

(CPI) over a period of December 31, 1988 through June 30, 2012. Current Board guidelines suggest that: "In considering increases in the Consumer Price Index, the Board concludes that many components of CPI (such as food, entertainment, medical care, shelter, and apparel & upkeep) do not pertain to the cost of owning and operating a mobilehome park (such as property taxes, fuel, and utilities)." This determination involves a 63.19% rent increase and will result in an average increase of approximately \$241.40 for the eight spaces based on an average current space rent of approximately \$339.58. Rent increases will be implemented over a three-year period. The range of rent increases will vary from \$132.38 to \$290.67. Final rents will range from \$341.88 to \$750.67 after three years.

No fee recovery has been authorized. During the hearing, the Board asked questions about recovery of attorney fees and application fees. The Board discussed these costs when determining the rental increase appropriate to provide a fair return.

Space 63 has been excluded, for the reasons discussed at the hearing and as expressed in the proposed findings of the Board. Space 63 is also currently paying \$644.43 a month in rent.

The decision of the Rent Review Board will be finalized by adoption of Resolution 2013-01RR confirming the findings of the Public Hearing. A notice of Determination will be mailed to the application and residents immediately upon adoption of the Resolution. In order to collect the increased rents, the management of Vista Verde Mobile Estates must mail a 90-day notice of rent increase to the residents after the adoption of the Resolution.

Respectfully submitted,



Barbara Redlitz
Director of Community Development



Karen Youel
Management Analyst



Allegra D. Frost
Deputy City Attorney

RESOLUTION NO. 2013-01RR

A RESOLUTION OF THE ESCONDIDO
MOBILEHOME RENT REVIEW BOARD MAKING
FINDINGS AND GRANTING A RENT INCREASE
FOR VISTA VERDE MOBILE ESTATES
MOBILEHOME PARK

WHEREAS, Article V of Chapter 29 of the Escondido Municipal Code is a codification of the Escondido Mobilehome Rent Protection Ordinance ("Ordinance") which was adopted as an initiative measure by the voters in 1988 and provides for mobilehome space rent regulation; and

WHEREAS, the City of Escondido Mobilehome Rent Review Board ("Board") is charged with the responsibility of considering and making decisions on applications for rent increases.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board does find declare, and order as follows:

1. That a long-form rent increase application pursuant to the Rent Review Board Guidelines was filed on July 9, 2012, by attorney Mark D. Alpert on behalf of Vista Verde Estates. Vista Verde Estates ("Vista Verde") is a mobilehome park located at 1924 Sheridan Avenue, Escondido, California. Vista Verde was built in 1966 and has been continuously operated by this applicant, as a mobilehome park, since 1983.

2. This is the first (1st) rent increase application filed since the Ordinance became effective in 1988. Vista Verde is one of the few mobilehome parks in the City that has never sought a rent increase from the Board. Other parks have sought increases on numerous occasions, some as many as seventeen (17) times.

3. The application filed by Vista Verde only sought an increase for 9 of the

100 spaces in the park. The Escondido Mobilehome Rent Protection ordinance only regulates the rent for the mobilehome space and not rent which may be charged for a coach located on that space. Vista Verde owns both the coaches and the underlying spaces for the remaining 91 spaces in the park and therefore has the ability to set the coach rents without regulation from the Ordinance. For the nine spaces subject to the application, the residents provide their own coach, and pay an average monthly rent of \$411.18 for the space on which it is situated.

4. Vista Verde based its request for a rent increase on two alternate approaches: an economic analysis of comparative space rentals within Vista Verde and a Fair Return on Value analysis.

a. According to the comparative space rentals approach, Vista Verde requested permission from the Board to increase the rent for each of these nine spaces from an average of \$411.18 to \$1,100 per space per month. The average increase per space per month under this request would thus be approximately \$689.17.

b. Alternatively, under the Fair Return on Value approach, Vista Verde requested permission for a flat increase of \$471.80 per month for each space.

5. Vista Verde also requested to recover the costs of the application. Vista Verde did not provide the specific amount they sought to recover in the application. At the hearing a summary of Vista Verde's costs was presented. Vista Verde requested recovery of \$51,176 in legal fees, \$4,200 in additional legal fees to complete the process after the hearing, and \$5,800 for the cost of the application.

6. Notice of the Rent Increase Application was sent to all affected homeowners. All parties were given notice of the time, date, and place of the rent

hearing before the Board.

7. That the staff issued its report which summarized Vista Verde's justification for its rent increase on February 13, 2013.

a. After analyzing the application in terms of the 11 factors set forth in Ordinance Section 29-104(g), the staff report included possible rent increases based on the changes in the Consumer Price Index (CPI) since the adoption of the Rent Control Ordinance, and Certified Public Accountant James Brabant's calculation of Comparable Space Rents based on an appraisal analysis.

8. The public hearing on this matter was opened on February 13, 2013, at which time public testimony was taken, and the hearing was held.

9. The Mobilehome Rent Review Board Guidelines (Board Guidelines) further explain the hearing process described in the Ordinance. The Board Guidelines state that City staff will give a brief summary of the report and application, followed by questions from Board members to the staff.

a. At the Vista Verde hearing, Karen Youel, Rent Control Administrator for the City, presented a brief summary of the staff report and the Ordinance. The staff presentation was followed by questions from the Board.

10. The Ordinance states that an applicant and the affected tenants may offer any testimony that is relevant to the requested rent increase. Section 6 of the Board Guidelines further explains that a designated representative for either party will be allowed to present testimony at the hearing. Section 13(H), states that "[o]ne applicant or their representative, and one affected resident or their representative shall be given fifteen (15) minutes to address the Board."

a. Following the presentation by City employee Youel and questions from the Board, Mark Alpert, attorney for Vista Verde, addressed the Board.

b. Certified Public Accountant, Gary Capita, also addressed the Board on behalf of Vista Verde.

c. Don Greene, representative for the nine residents of Vista Verde Estates addressed the Board.

d. Olen Mercer, partner of Vista Verde Estates LLC addressed the Board.

e. Four residents of the nine subject properties addressed the Board and described how they would be forced out of their homes or negatively impacted if the proposed rent increase was approved.

11. The Board Members asked questions of the parties present and deliberated before voting on the application.

12. The Board asked questions about recovery of the application and attorney fees and considered these costs when determining the appropriate rent increase.

13. The hearing was then closed, at which time the Board deliberated, asked questions of the applicant, residents, and staff, and made its decision on the rent increase application. The Board voted to grant an average \$241.40 per month space rent increase, excluding space 63, subject to the findings and final decision to be expressed in this resolution.

14. After the hearing, on March 12, 2013, the Mayor and Council Members received a letter from Mark Alpert, attorney for Vista Verde, asserting that Vista Verde must be allowed to recover the entire cost of the rent increase application, including

legal fees, accounting fees and the application fee.

15. The Board makes the findings of this Resolution on the basis of the testimony received at the hearing, both oral and written, and on the basis of all written material received on this matter, including the staff report and City Council Reading File. The City Council Reading file included: the original application; supplemental information; correspondence between staff, Vista Verde, the resident representative, experts and park residents; expert analyses, and a written response from the resident representative.

16. Mark Alpert, an attorney representing Vista Verde, objected to the fifteen (15) minute limit for addressing the Board. However, Gary Capita, the Certified Public Accountant appearing on behalf of Vista Verde, stated during his testimony that he liked the fifteen (15) minute time limit.

a. The fifteen (15) minute limit on the oral presentations at the hearing did not deny the park owner a fair hearing. The Board has already considered and denied other previous applicants' objections to the fifteen (15) minute time limit, which were appealed to the Superior Court.

b. Further, *Reed v California Coastal Zone Conservation Com.* (1975) 55 Cal. App. 3d 889, 895 and *Goldberg v. Kelly* (1970) 397 U.S. 254, 269 support the finding that fifteen (15) minutes was sufficient. There is little risk of erroneous deprivation of a property right because the procedures established in the Ordinance permit the park owner to submit essentially unlimited documentary evidence. Lengthening the time for oral presentation would not provide meaningful additional safeguards because the park owner had the right to submit unlimited relevant documents supporting the application. Alpert stated that he received the twelve (12) page staff report on Thursday (February 7, 2013), a

week prior to the hearing, which is sufficient time to review the report and mold his argument to the issues highlighted in the report.

17. Mark Alpert also objected to the staff report and the testimony of Escondido City Employee Karen Youel because, according to Alpert, Youel is not an expert qualified to testify regarding what is a fair return. Alpert requested that the staff report and Youel's testimony be excluded.

a. The staff report and testimony of Escondido City Employee Karen Youel shall not be excluded. A staff report is prepared when a park owner submits an application for rent increase. The staff report contains a summary of the rent increase application and analysis of the Rent Control Ordinance factors. James Brabant, a Certified General Real Estate Appraiser, was hired by City staff to analyze the rent increase application based on the second item in the Ordinance, rent lawfully charged for comparable mobile home spaces in the City of Escondido. Brabant's testimony and report was admitted as expert testimony and summarized in the staff report.

18. At the hearing, Mark Alpert described the two approaches advanced by Vista Verde to justify the rent increase: the economic analysis of comparable space rentals within Vista Verde approach and the Fair Return on Value approach.

19. Vista Verde's Economic Analysis of Comparable Space Rentals – Certified Public Accountant, Gary Capita, addressed the Board on behalf of Vista Verde and explained the economic analysis of comparable rents approach. The approach provides an average increase of approximately \$689.17 dollars per space per month based on a comparison of other rents within Vista Verde.

a. Don Greene stated that Vista Verde's proposed monthly rent of

\$1,100 is invalid because it is based on a comparison of other rental properties on turn over and on a comparison to other rental mobile homes in Vista Verde.

b. The Board does not accept Vista Verde's economic analysis of comparable space rentals because the analysis does not comply with the Ordinance. The Ordinance's second factor requires a comparison of rents charged for comparable mobile spaces in *Escondido*. Vista Verde's analysis is based on a comparison of mobile home spaces only *within Vista Verde to the exclusion of other spaces in Escondido outside of Vista Verde*.

c. Vista Verde attempts to justify their comparison of mobile home spaces only within Vista Verde by stating that the park is incomparable and has exceptional views. However, James Brabant's opinion described Vista Verde Estates as in "overall average condition for its age" with "good area views." Brabant considered Vista Verde's "good area views" in his comparison of Vista Verde to other mobile home parks in Escondido. Finally, there was no testimony that the nine (9) rent controlled spaces have views which would warrant a higher rental value. Therefore, the Park is not "incomparable," as claimed by Vista Verde.

20. James Brabant is a Certified General Real Estate Appraiser hired by City staff and is recognized by the Board as a real estate appraisal expert. The Board finds Brabant's testimony and report credible and consistent with the Ordinance's requirements.

21. When calculating the rent lawfully charged for comparable mobile home spaces in the City of Escondido, appraiser James Brabant's opinion was that an overall average rental value of \$490 per month is indicated for Vista Verde Estates. The average increase per space per month for rental spaces with an average space rent of

\$411 would be \$79.00.

22. Vista Verde's Fair Return on Value Approach -- Gary Capita also explained his conclusion that a minimum rent increase of \$471.80 per space per month is required under a Fair Return on Value analysis. Vista Verde's Fair Return on Value approach was based on a twelve (12) percent rate of return based on the park's 2010 appraised value. Vista Verde arrived at this number by adding together a 2.5 percent risk free rate of return, a 5.5 percent long-term equity risk premium, a 2 percent size premium and a 2 percent unsystematic risk premium. Alpert stated that the Fair Return on Value approach must be applied.

a. Don Greene disputed Vista Verde's claim that a twelve (12) percent return on the park's 2010 appraised value is a fair rate of return. Green stated that Vista Verde's reliance on the appraisal is invalid and that the twelve (12) percent rate of return is excessive and unjustified.

b. Analysis of what constitutes a fair rate of return does not require application of the Fair Return on Value approach.

23. Don Greene, the representative for the nine residents of Vista Verde Estates, agreed that, with the exception of one of the nine mobilehome spaces, the rents are below market value. However, Greene stated that he and the residents believe the increases requested by Vista Verde are too high and are designed to drive the nine mobilehome owners out of the park so that Vista Verde controls all 100 homes in the park.

a. In the Resident Response to Long Form Rent Increase Application and at the hearing the residents agreed to a rental increase of \$79. (Excluding space #63).

b. Don Greene stated that the space rent for space 63 has already been increased and the current resident is paying \$650. Don Greene requested space 63 be excluded from the rent increase. The Board discussed increasing the rent for eight of the spaces.

24. The CPI Factor -- When calculating the change in CPI for the period of consideration from December 31, 1988 to June 30, 2012, average increases for the eight spaces (excluding space 63) would be approximately \$357.61 per space per month using 100 percent of the change in the CPI. Increases would be an average of approximately \$241.40 using 60 percent of the change in CPI.

25. That, as is stated in the Board Guidelines, "many components of CPI... do not pertain to the cost of owning and operating a mobilehome park. Therefore, the Board shall take into account no more than 60 percent of increases in CPI which portion of the CPI shall include costs properly associated with the operation of a mobilehome park." *Mobilehome Rent Review Board Guidelines, Section 7.*

a. Gary Capita stated that use of 60 percent of the CPI would be inappropriate because there is no reason to believe the items used by park owners have less inflation than the items measured by the CPI. Capita also states that the Ordinance requires the Board to use 100 percent of the CPI.

26. The Board is not required to use 100 percent of the CPI. Further, the Guidelines state that the Board should consider no more than 60 percent of the CPI. That on January 10, 2013, a Mobilehome Park Rent Control Code Enforcement Inspection Report ("Inspection Report") was completed. It noted several Health and Safety Code Violations in the park. Individual violations were listed in the staff report, Exhibit A. On January 30, 2013, all items listed in the Code Enforcement Inspection Report were in compliance.

27. Vista Verde states in their application that capital improvements include replacing an existing shuffleboard court with a grassy play area, installation of video surveillance, and a new entrance sign and landscaping. Vista Verde states that these costs were incorporated into the fair return analysis. Additionally, Vista Verde included investment costs for purchase of Coach #12 in its fair return analysis.

a. That the security system, play area, and asphalt petro mat are capital improvements. The purchase by Vista Verde of Coach #12 for \$37,985 did not provide a benefit to the mobilehome owners renting the nine (9) spaces in question. The cost of Coach #12 is not a capital improvement and such cost is not considered in the Board's fair return analysis.

28. That Vista Verde's proposed rental increases of either \$689.17 or \$471.80 would impose a severe economic hardship on the resident homeowners of the nine (9) rent controlled spaces.

a. Josephine Branton, resident of space 63, stated she would be forced to leave her home if the proposed rent increase was granted.

b. Cara Larnkjaur, resident of space 80, stated that she and her father, the owner, will be forced out of their home and have nowhere to go if the proposed rent increase were granted.

c. Margaret Hemmer, resident of space 100, stated that it would be very difficult to sell her home.

d. Nicole Merkel, resident of space 59, stated that she would be forced out of her home if the rent was raised to \$1,100 per month. Merkel also stated that she was previously unable to sell the home.

29. That an average increase of \$241.40 according to 60 percent of the change in the CPI, excluding space 63, provides a fair return because the increase exceeds the fair rental amount suggested by the City's expert, James Brabant, and provides a rent comparable to the average monthly rent of the highest priced mobilehome parks in Escondido.

30. That space number 63 shall be excluded from the rental increase because rent for the space is currently \$644.43.

31. That no recovery of attorney fees or application fees will be granted. The Board considered and incorporated the cost of attorney fees and application fees when determining the rental increase necessary to provide a fair return.

32. That the existing rent of \$644.43 for space 63 is a fair return because it is above the amount suggested by the City's expert and is comparable to the average monthly rent of the highest prices mobilehome parks in Escondido. Therefore, no rental increase for space 63 is justified.

33. That an increase of \$241.40, excluding space 63, according to 60 percent of the change in CPI is consistent with the Board Guidelines and is close to the average of the Vista Verde request and Brabant's recommended increase.

34. That an average increase of \$689.17, according to Vista Verde's economic analysis of comparative space approach, is unjustified because rents would significantly exceed both the increase suggested by the City's expert, James Brabant, and the increase warranted the CPI factor. Second, Vista Verde's comparative space approach is unjust because such a large increase in rent would cause extreme hardship for the impacted residents and force them to move. Finally, Vista Verde's comparative space approach is unjust and unreliable because Vista Verde sets the rents for the

ninety-one (91) non rent controlled spaces.

35. That an increase of \$241.40, excluding space 63, is further justified because the park owner has not requested a rent increase since the rent control ordinance went into effect in 1988. The park owner stated that he had not previously requested a rent increase because Vista Verde previously faced criminal violates of the rent control law, so he wanted to "keep his head down." The Board finds that the park owner's reasons for not previously requesting a rent increase are not economically justified.

36. That an increase of \$357.61 according to 100% of the change in the CPI for the eight spaces would exceed a fair rate of return because the average rental amount would greatly exceed the average monthly space rents of comparable mobilehome spaces in Escondido.

37. After having read and heard all of the evidence presented and weighing such evidence against the factors of the Ordinance and after having considered certain relevant factors, the Board determines that an average increase of \$241.40 per space per month, excluding space 63, is fair, just, and reasonable.

38. The Board determines that the increase shall be implemented over a three year period as follows: \$80.46 in 2013; \$80.46 in 2014; and \$80.46 in 2015. The rental increase shall be implemented over three years to prevent a sudden drastic increase in rent causing rate shock to the residents subject to the increase.

39. The first increment of the increase may be implemented upon the expiration of the required 90-day notice to the residents which may be issued upon the adoption of this Resolution. Each subsequent increment may be implemented on the anniversary date of the first increment, subject to any and all state law noticing requirements. As of the hearing date, all Health and Safety Code Violations have been corrected and signed off.

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: **March 13, 2013**

TO: Honorable Mayor and Members of the City Council
FROM: Barbara J. Redlitz, Director of Community Development
SUBJECT: Resolution to document initiation of an Out-of-Agency Sewer Service Agreement, Case number PHG13-0002.

RECOMMENDATION:

Adopt Resolution 2013-36 making application to LAFCO for an Out-of-Agency Sewer Service Agreement for connection to the City's sewer, and authorizing staff to process an Irrevocable Offer of Annexation. Also consider a condition for an agreement to become part of a future Assessment District for future infrastructure improvements.

PROJECT DESCRIPTION:

A request for an Out-of-Agency Service Agreement, including an Irrevocable Offer of Annexation, for the provision of sewer service for one single family residence on a 0.23 acre lot experiencing septic failure at 632 North Avenue (APN 224-331-1600).

FISCAL ANALYSIS:

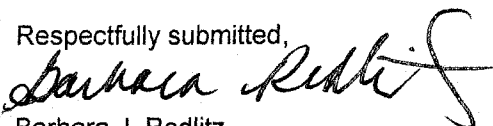
The property owner will be required to pay fees to cover all administrative costs and staff time for processing the extension of sewer service. The applicant would pay a fair share cost of future annexation. Although the entire North Avenue roadway is within the City, there are no existing street improvements to City standards along the north side. Council may consider requiring this and future applicants to agree to become part of a future Assessment District.

BACKGROUND:

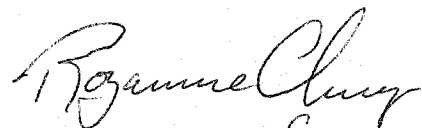
The present applicant has a letter from the County's Department of Environmental Health (DEH), documenting eminent failure of the existing residence's septic system. An existing City sewer line with adequate capacity runs in front of the subject property along North Avenue. Because LAFCO now requires a resolution of action, staff is requesting that the Council adopt Resolution No. 2013-36 authorizing staff to make application to LAFCO for an Out-of-Agency Service Agreement in order to receive emergency connection to sewer service and to process an Irrevocable Offer of Annexation.

This is the second County property adjacent to North Avenue to come to Council with a DEH letter and request for sewer service since December. Planning believes other properties in the area are also experiencing septic problems and may come forward with similar requests. These include properties on Laurashawn Lane, which lacks sewer lines as well as street improvements to City standards. Staff recommends including with these Out-of-Agency Sewer connections an agreement, similar to the Irrevocable Offer of Annexation, that the property owner will support any future Assessment District that might be established for public improvements in the area.

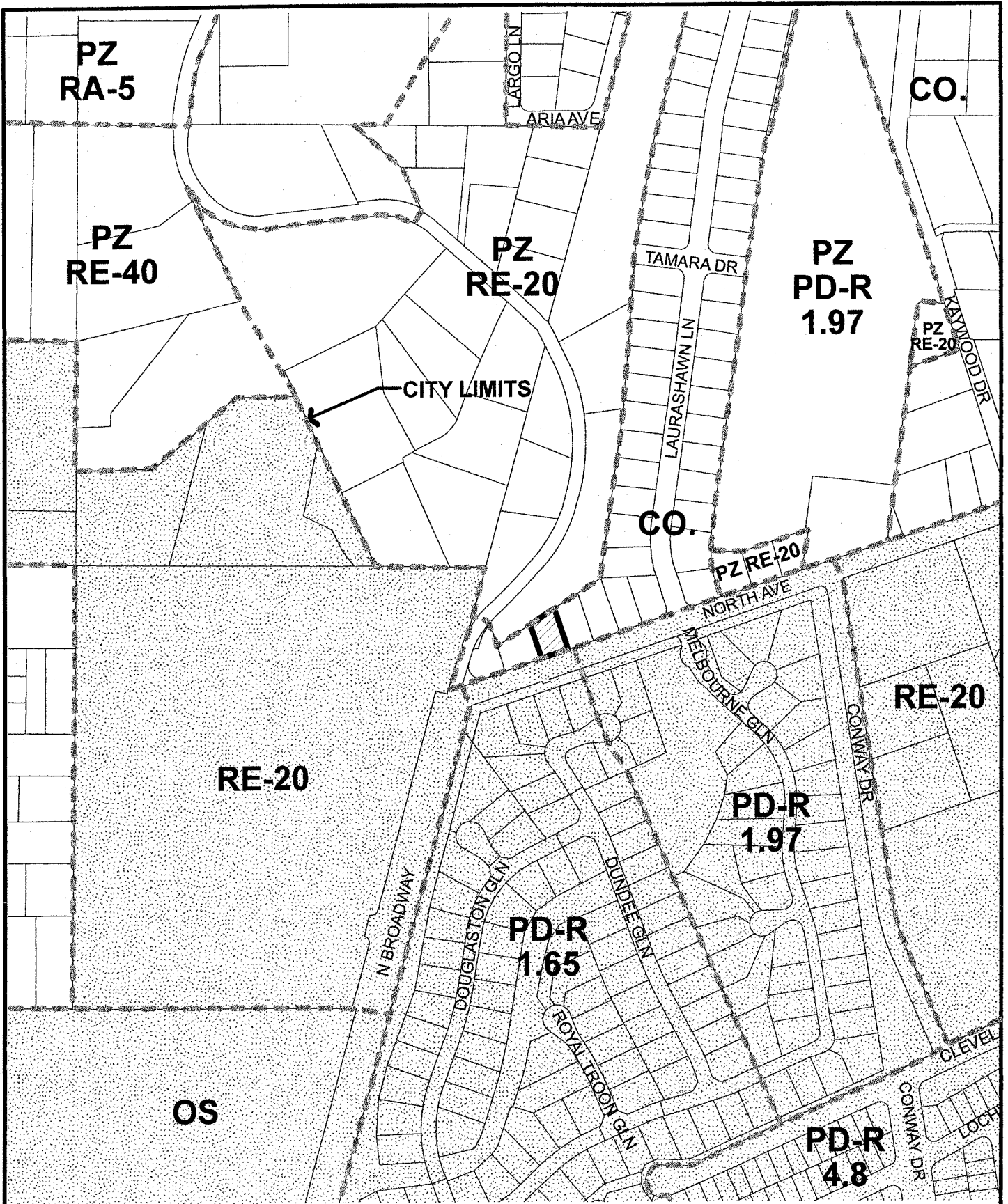
Respectfully submitted,



Barbara J. Redlitz
Director of Community Development



Paul K. Bingham
Assistant Planner II



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**NORTH AVENUE-CERVANTES/MARTINEZ
OUT-OF-AGENCY SERVICE AGREEMENT AND
IRREVOCABLE OFFER TO ANNEX PHG 13-0002**



LOCATION/ZONING

RECORDING REQUESTED BY AND
PLEASE RETURN TO:

Name City of Escondido
Address 201 North Broadway
City & Escondido, CA 92025
State [X] *This document benefits permittee.*
Recording fee required.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Affects Assessor's Parcel No. 224-331-1600

File No. PHG13-0002

**AGREEMENT BETWEEN THE CITY OF ESCONDIDO, GABRIEL CERVANTES, JR.
AND ISABEL MARTINEZ REGARDING SEWER SERVICE AND OFFER OF
ANNEXATION**

This agreement is hereby made this _____ day of _____, 2013 for the purposes of reference only, and effective as of the date last executed by the parties, between Gabriel Cervantes, Jr. and Isabel Martinez (hereinafter referred to as "Owners") and the City of Escondido (hereinafter referred to as "City"), collectively, the "Parties".

RECITALS

- A. *Property and Ownership.* Owners of property commonly located on the north side of North Avenue, just west of the intersection of North Avenue and Laurashawn Lane which is identified by the San Diego County Tax Assessor as parcel number shown in the upper left hand corner of this page, the legal description of which is more fully set forth in Exhibit "A", which is incorporated by reference ("Property"). Property is in the unincorporated territory adjacent or proximal to the City boundary in part of an area which could not logically and reasonably be annexed to the City at this time.
- B. *Request for Connection of Sewer System.* Owners have submitted a request to the City Engineer for permission to connect to City's sewer system. A copy of the plans and specifications and accompanying maps designating the proposed sewer connection ("Proposed Connection") has been submitted to the City Engineer.
- C. *No Duty to Serve.* Owners acknowledge that the City is under no duty to serve the Owners' property with sewer service because it is outside the jurisdictional responsibility of City.
- D. *Willingness to Serve on Conditions.* City is willing to serve Owners' property with sewer service on the continued fulfillment of conditions, including Owners' concerted good faith effort to annex the Property to the City at such time as the City directs, as follows:
1. *Rezoning, Annexation Application, and Authority to Connect*

1.1 Annexation Application

Upon completion of pre-zoning and associated environmental review, Owners shall file an Annexation Application with the Local Agency Formation Commission (LAFCO) and pay associated fees.

1.2 Authority to Connect

Construction to implement the Proposed Connection may proceed upon execution of this agreement by the City and upon City's receipt of LAFCO approval of the provision of services no later than 120 days following City Council approval of this Agreement.

- a. Owners agree to construct the Proposed Connection in conformance with all applicable Federal, State, County, and City laws and regulations, including, without limitation, building and health and safety codes.
- b. No construction of the Proposed Connection and related Improvements shall be undertaken without the written approval of the City Engineer and a plumbing permit from the agency in whose jurisdiction the Property is located, and a permit from the Agency owning the right-of-way in which the sewer main is located.
- c. No sewer service shall be provided to any property beyond the City's boundary until written approval of that specific service has been received by the City Engineer.

2. Owners' Irrevocable Offer of Annexation

Owners hereby make an Irrevocable Offer of Annexation to City and Owners agree to waive any right of protest in the annexation of the property to the City provided for under the annexation laws of the State of California. This waiver shall be binding on the Owners, and on Owners' heirs, successors-in-interest, and assigns.

3. Resolution of Application or Annexation Petition

At such time as the City determines that annexation of the property is logical and likely to succeed, City shall, at its discretion, adopt a Resolution of Application to annex the property, or direct the Owners to file a petition with LAFCO for annexation of the Property. If directed to file a petition, Owners agree to promptly file a formal petition for annexation. Upon such notification, Owners agree to diligently and in good faith prosecute petition to completion with the goal of obtaining the annexation of the Property to the City.

4. LAFCO Filing Fees.

Owners shall be responsible, at their sole cost, for all LAFCO filing fees, if any.

5. Application for Prezoning

Owners understand that as a condition to annexation, Owners must apply to the City to have the property pre-zoned ("Application for Prezone"), a discretionary act which will require environmental review. At such time as the City may require the filing of an Application and Petition, Owners agree to file a formal application for prezoning with the City ("Prezone Application"), complete an application for an initial study, and comply with all other rules and regulations of the City. Owners agree to diligently and in good faith prosecute the Application for Prezone to completion with the goal of prezoning the Property.

6. City Filing Fees.

Owners shall be responsible, at their sole cost, for all City imposed fees.

7. Failure of Annexation

Owners acknowledge and agrees that if the City determines that the annexation failed or was unreasonably delayed because the Owners failed to exercise good faith and best efforts to cause or assist in permitting the annexation to occur, any connection to the City's sewer system permitted or authorized by this agreement may be disconnected at the sole option of City and upon reasonable notice to the Owners to provide for alternative service.

8. General Provisions

8.1 Agreement and Covenants Run with the Land.

The burden of the covenants herein contained to be performed by the Owners are for the benefit of interests in land owned by the City, including interests in sewer easements and public rights-of-way that are adjacent and proximal to the Property. The burden of such covenants touch and concern the Property. It is the intent of the parties, and the parties hereby agree, that these covenants shall be binding upon Owners, and upon all successors, heirs, transferees and assigns of the Owners, and shall run with the Ownership of the land which said covenants burden.

8.2 Remedy

Among such other remedies as are available to the Parties, this Agreement shall be specifically enforceable by the Parties.

8.3 Payment of Costs

8.3.1 Owners agree to pay all costs associated with complying with any or all Federal, State, County, or City laws and regulations, including, without limitation, the cost of obtaining any permits and certificates. Owners further agree to pay any and all fines imposed by any governmental entity for any reason.

8.3.2 Any and all costs associated with the construction and attachment to City's sewer system for the Proposed Connection and related construction and/or improvements shall be borne solely by Owners.

8.3.3 Any connection to the City's sewer system may be disconnected at the sole option of City. If a connection is disconnected for any reason, Owners agree to pay the full cost for such disconnection and to bear the full cost of any damages and injuries resulting from such disconnection.

8.4 Payment of Charges

At and during such time that the Property is connected to the City's sewer system, Owners agree to pay any and all current and future charges related to the Proposed Connection, and all fees and charges for sewer service.

8.5 Dedication

Owners irrevocably dedicate to the City a sewer easement to the extent that the Proposed Connection requires extending the sewer main onto Owners'

Property. The location and description of such easement shall be memorialized in a future grant deed.

8.6 Future Connections and Annexations

8.6.1 Owners agree not to oppose, or file a written or oral protest petition, or otherwise protest any existing or future connections into the sewer lateral or the City's sewer system for any other adjacent property.

8.6.2 Owners agree not to oppose, or file a written or oral protest petition, or otherwise protest any current or future procedures to annex their property or an other adjacent property at the Conducting Authority level of annexation proceedings. Nothing herein shall affect the right to the Owners to vote in an annexation election that may be called.

8.7 Indemnity

Owners indemnify and hold harmless the City from any and all liability, claims, costs (including reasonable attorneys' fees), damages, expenses and causes of action resulting from any construction performed under or otherwise related to performance of this Agreement.

8.8 Future Sewer Service

Upon connection to the City's sanitary sewer system, Owners agree to accept service from City subject to any appropriate ongoing City sewer service charges and/or sewage pumping charges.

8.9 Amendment

This Agreement may only be amended by the written consent of all of the Parties at the time of such amendment.

8.10 Attorneys' Fees

If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorneys' fees and costs of suit, and, if the City is awarded such attorneys' fees and costs, such award shall constitute a lien upon the Property "Prevailing Party" means the Party awarded substantially the relief sought.

8.11 Authority

City and Owners represent that the individuals signing this Agreement have full right and authority to bind their respective Party to this Agreement.

8.12 Entire Agreement

This Agreement supersedes any prior agreement and contains the entire agreement of the Parties on the matters covered. No other agreement, statement or promise made by any Party or by any employee, officer or agent of any Party that is not in writing and signed by all Parties shall be binding.

8.13 Exhibits and Recitals

All Recitals set forth above and all exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

8.14 Further Assurances

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

8.15 Governing Law

This Agreement has been executed in and shall be governed by the laws of the State of California.

8.16 Invalidity

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

8.17 Notices

All notices and demands shall be given in writing by personal delivery or first-class mail, postage prepaid. Notices shall be addressed as appears below for the respective Party provided that, if any Party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice. Notices shall be deemed received seventy-two (72) hours after deposit in the United States mail.

8.18 Waivers.

The waiver by the City of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by City of any other covenant, condition or promise.

[Signature Page follows]

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: _____

Christopher W. McKinney, Director
of Utilities City of Escondido

Date: _____

Michael D. Ott, Executive Officer
LAFCO

Gabriel Cervantes, Jr. & Isabel Martinez

632 North Avenue

Escondido, CA 92029
(Property owners' names & address)

Date: _____

(Property owner's signature)

Date: _____

(Property owner's signature)

(Attach notary acknowledgment for signatories, acknowledgments 8 1/2" X 11")

APPROVED AS TO FORM:

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

By: _____

- NOTES:
- a. Each owner as reflected on the preliminary title report must sign.
 - b. Owners are to submit a check or money order payable to County of San Diego equal to the total of \$9.00 for the first page and \$3.00 for each page thereafter including notary acknowledgments for all signatories.
 - c. Exhibits are as follows: Exhibit A is the legal description.

EXHIBIT 'A'

Property: **632 NORTH AVE, ESCONDIDO, CA 92026**

LOT 2 OF LAS LOMAS RANCHOS UNIT NO. 1, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 5151, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 5, 1963.

A.P.N. 224-331-16-00

RESOLUTION NO. 2013-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, MAKING APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION FOR AN OUT-OF-AGENCY SERVICE AGREEMENT AND IRREVOCABLE OFFER OF ANNEXATION FOR THE RESIDENTIAL PROPERTY ADDRESSED AS 632 NORTH AVENUE, APN 224-331-1600

Planning Case No. PHG13-0002

WHEREAS, the City Council of the City of Escondido desires to make application for the hereafter described out-of-agency service agreement and irrevocable offer of annexation; and

WHEREAS, Pursuant to CEQA Section 15319(a), "Annexation of Existing Facilities and lots for Exempt Facilities" the project is Categorically Exempt.

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

1. That the above recitations are true.
2. That application and proposal is hereby made to the Local Agency Formation Commission of the County of San Diego for the following out-of-agency service agreement and irrevocable offer of annexation:
 - a. This proposal is made pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the Government Code of the State of California.
 - b. The following changes of organization are proposed:
 - 1) Out-of-agency service agreement and irrevocable offer of

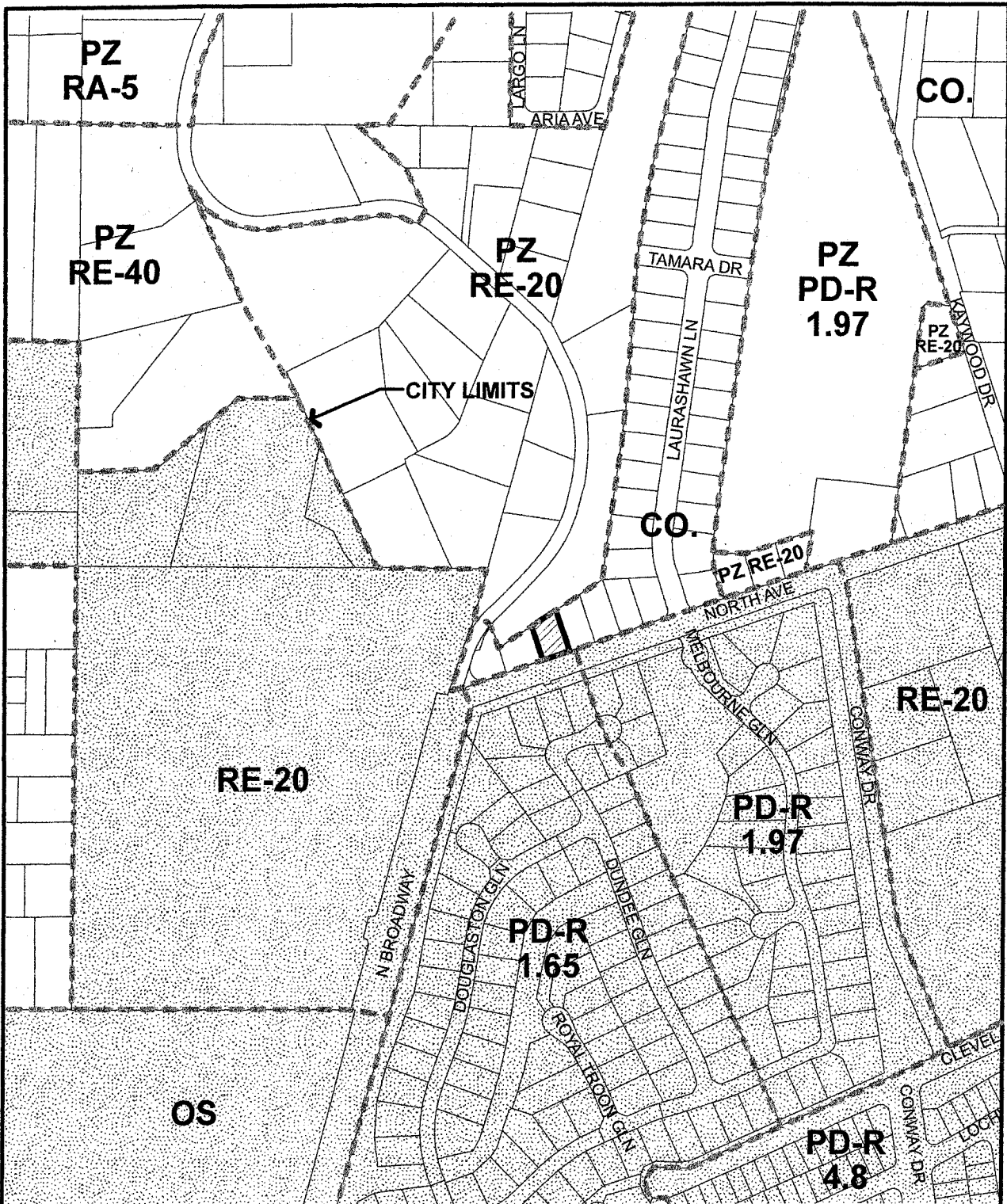
annexation of territory shown in Exhibit "A" and legally described on Exhibit "B," both attached to this resolution and incorporated by these references and

c. This out-of-agency service agreement and irrevocable offer of annexation is necessary in order for the area to receive urban services available from the City of Escondido.

d. The Local Agency Formation Commission of the County of San Diego is hereby requested to undertake proceedings for the out-of-agency service agreement and irrevocable offer of annexation proposed herein.

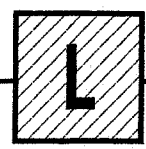
3. That the City Council of the City of Escondido hereby requests the Local Agency Formation Commission of the County of San Diego to designate the City of Escondido as conducting agency, and that the City of Escondido be authorized to order the proposed out-of-agency service agreement and irrevocable offer of annexation.

4. That the City Clerk of the City of Escondido is hereby authorized and directed to file a certified copy of this resolution with the applicable fees required by Section 54902.5 of the California Government Code to the executive officer of the Local Agency Formation Commission of the County of San Diego.



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**NORTH AVENUE-CERVANTES/MARTINEZ
 OUT-OF-AGENCY SERVICE AGREEMENT AND
 IRREVOCABLE OFFER TO ANNEX PHG 13-0002**



LOCATION/ZONING

Resolution No. 2013-36
Exhibit B
Page 1 of 1

EXHIBIT 'B'

Property: **632 NORTH AVE, ESCONDIDO, CA 92026**

LOT 2 OF LAS LOMAS RANCHOS UNIT NO. 1, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 5151, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 5, 1963.

A.P.N. 224-331-16-00

CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 14

Date: March 13, 2013

TO: Honorable Mayor and Members of the City Council
FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Channel Maintenance Program and Adoption of Mitigated Negative Declaration
(ENV12-0001)

STAFF RECOMMENDATION:

It is requested that Council: 1.) Adopt Resolution No. 2013-24 approving the proposed Channel Maintenance Program, which is the City's Regional General Permit (RGP) Plan that involves channel maintenance activities for 63 flood control facilities throughout the City; and 2.) Adopt the Mitigated Negative Declaration (MND) issued for the project along with the Mitigation Monitoring Report.

PROJECT DESCRIPTION:

The City of Escondido owns and operates a Municipal Separate Storm Sewer System (MS4) infrastructure that includes various storm water facilities associated with flood control and drainage throughout Escondido. The City has ongoing needs to effectively perform routine Operations and Maintenance (O&M) activities for flood control and the management of sediment deposition at 63 of these sites. The routine O&M activities in the various facilities are necessary for proper storm drain function and the recovery of the original system capacity. The 63 maintenance sites are located in native, naturalized, and developed channels, varying in size, shape, habitat composition, and habitat quality. O&M activities include repairs and improvements, such as the removal of silt and vegetation by various means: concrete and earthen channel-dredging; basin dredging; culvert, inlet, and outlet clean-out; vegetation clearing and trimming; and access road clearing. Appropriate permits from various regulatory agencies will be required to perform the necessary work, along with mitigation for impacts to sensitive resources/habitat areas in accordance with the California Environmental Quality Act (CEQA). Approval of the program and MND will enable the City to submit permit applications to the regulatory agencies. The RGP Program consolidates all required environmental permits from applicable resource agencies into one application for a five-year period. This eliminates developing multiple permit applications for each of the 63 sites each time work is required over the five- year window; therefore, the streamlined RGP application process is the most cost efficient method of achieving environmental compliance.

A copy of the Channel Maintenance Activity Final Mitigated Negative Declaration dated February 27, 2013, is available in the City Council Read File and on the City's website at the following link:

<http://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ChannelMaintenance/FinalMitigatedNegativeDeclaration.pdf>

PREVIOUS ACTION:

On July 13, 2011, the City Council adopted Resolution No. 2011-97, authorizing the City to proceed with Phase II of the RGP's development. This phase entailed developing the final permits for the proposed channel maintenance activities, CEQA and NEPA assessments, as well as mitigation requirements.

BACKGROUND:

During 2011 the City worked with an environmental consultant to conduct a survey of the City's drainage facilities to determine the number of sites that would need to be maintained on a routine basis. Based on the results of this analysis, staff determined that regular maintenance of its extensive drainage system would be best served by applying for a comprehensive, multi-site, five-year RGP versus single-site, one-year permits. Overall, the proposed RGP is the City's five-year plan for maintaining each site while protecting its environmental resources and provides the foundation for the City's multi-agency permit application project. The scope of work adopted in 2011 was for the development of the RGP program and is designed to develop the final permits, complete the environmental reports (CEQA) and National Environmental Policy Act (NEPA) assessments, mitigation requirements, and address all other conditions identified by the regulatory agencies for each of the sites.

The frequency with which maintenance activities would be conducted is site-specific, varies by structure and location, and ranges from annually to biannually. The duration of the maintenance work would generally last between two to five days; however, depending on the activity the work could last up to 45 days. A variety of equipment would be utilized to complete O&M activities, including manual and mechanical hand tools, graders, backhoes, excavators, skid steers, and front-end loaders.

FISCAL ANALYSIS:

The implementation of the RGP, which represents 63 natural and structural maintenance sites, is estimated to cost between \$750,000 and \$900,000 over five years. This estimate is based on the mitigation that will be negotiated with and required by the various environmental resource agencies. Mitigation will be required for some RGP sites to offset maintenance activity impacts, such as dredging and removing sediment and/or vegetation.

In addition to mitigation costs, it is estimated that dredging and disposal of material from the City's various RGP drainages would cost approximately \$500,000 per year over the next two years. Once this material is removed, staff anticipates that maintenance costs would significantly drop because the RGP will enable regular maintenance.

GENERAL PLAN ANALYSIS:

Pursuant to the City's Mobility and Infrastructure Element of the General Plan, Storm Drainage Policy 14.11 requires that the City "maintain flood control channels and storm drains through periodic dredging, repair, desilting, and clearing to prevent losses in effective use."

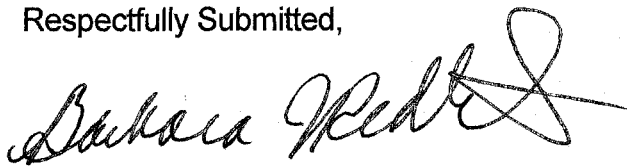
ENVIRONMENTAL REVIEW:

Resolution 2013-24 designates the approval of the RGP Program, which consolidates permits and supporting documentation for 63 maintenance sites. A Draft MND was prepared and issued for the project in accordance with CEQA. A MND is prepared when an Initial Study identifies potentially significant project-related impacts. However, project plan revisions and/or mitigation measures provide mitigation to a point where potential environmental impacts are reduced to less than a significant level. Environmental impacts associated with the proposed maintenance program will impact 1.39 acres of sensitive habitat. In order to offset these impacts, compensatory mitigation at appropriate ratios will be required by creating, restoring, and/or enhancing sensitive habitats, or by purchasing habitat credits at an established mitigation bank. To meet these requirements, the City is pursuing several mitigation options, such as on-site enhancement (including areas within Kit Carson Park) and off-site restoration/creation/enhancement at several City-owned properties. Once the City gains agency approval to implement one or more of the proposed options, a conceptual mitigation plan will be developed in coordination with the regulatory agencies (e.g., Regional Water Quality Control Board, US Army Corps, California Department of Fish and Game, etc.) and their respective permits.

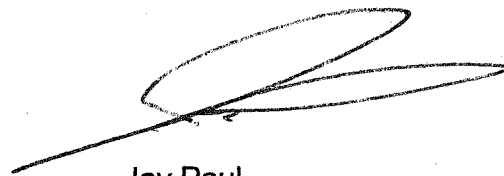
SUMMARY:

This final phase of the project will involve coordinating and negotiating with the multiple regulatory agencies to achieve the most effective drainage maintenance plan for Escondido, along with finalizing the mitigation plan for the project. Once the five-year RGP has been obtained, the City will be able to annually maintain its waterways and channels without having to apply for individual, short-term permits (i.e., 291 individual permits). Successive five-year RGP renewal efforts will involve updating the existing plan/RGP instead of the large-scale data collection and evaluation work that has defined the first comprehensive permit application process.

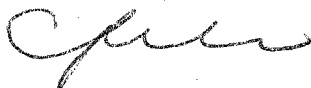
Respectfully Submitted,



Barbara J. Redlitz
Director of Community Development



Jay Paul
Associate Planner



Cheryl Filar
Environmental Program Manager/
Utilities Storm Water

RESOLUTION NO. 2013-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING PHASE II OF THE REGIONAL GENERAL PERMIT FOR OPERATIONS AND MAINTENANCE ACTIVITIES FOR FLOOD CONTROL FACILITIES THROUGHOUT THE CITY AND ADOPTING THE FINAL MITIGATED NEGATIVE DECLARATION, CEQA FINDINGS AND MITIGATION MONITORING AND REPORTING PROGRAM

WHEREAS, the City has ongoing needs to effectively and regularly maintain its municipal separate storm sewer system ("MS4") within the federal, state and local regulatory framework established for such activities; and

WHEREAS, developing a comprehensive plan or Regional General Permit ("RGP") application is required to obtain a long-term permit from the various regulatory agencies, such as the US Army Corps, California Department of Fish and Game, Regional Water Quality Control Board; and

WHEREAS, the City approved Resolution 2011-97 on July 13, 2011, authorizing AECOM Technology Corporation to prepare Phase II of the RGP Project and corresponding environmental documents; and

WHEREAS, a Mitigated Negative Declaration (City File No. ENV12-0001) was prepared and issued to evaluate impacts and identify mitigation measures in said Permit in accordance with the California Environmental Quality Act ("CEQA"); and

WHEREAS, the City Council has reviewed and considered the Final Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program

prepared for the project, and has determined that it adequately addresses all environmental issues associated with the project; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to approve the Regional General Permit Project (Channel Maintenance Activities, MS4) and adopt the Final Mitigated Negative Declaration for the Project.

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

1. That the above recitations are true.
2. That the Mitigated Negative Declaration Findings, attached as Exhibit "A" and incorporated by this reference, was considered and is hereby adopted by the City Council.
3. That the Mitigation Monitoring and Reporting Program, attached as Exhibit "B" and incorporated by this reference, addresses mitigation for potential project related impacts and that the report will sufficiently mitigate and assign on-going responsibility for carrying out mitigation responsibilities which are appropriate to address and mitigate project-related impacts.
4. That upon consideration of the staff report (a copy of which is on file in the Planning Division), the findings and applicable law, the City Council finds that the project is consistent with the General Plan and hereby approves the Regional General Permit Project for Channel Maintenance Activities and adopts the Mitigated Negative Declaration prepared for the Project.



CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

DRAFT MITIGATED NEGATIVE DECLAR

CASE NO.: ENV 12-0001

DATE ISSUED: December 20, 2012

PUBLIC REVIEW PERIOD: December 26, 2012 – January 25, 2013


LOCATION: Approximately 76 acres of land, among 63 maintenance sites within flood control and storm drainage facilities throughout the City.

PROJECT DESCRIPTION: Environmental review for proposed Operation and Maintenance (O&M) activities at 63 Municipal Separate Storm Sewer System (MS4) flood control and storm drainage facilities throughout Escondido. The 63 maintenance sites include outlet structures, channel structures, inlets, a culvert structure, and a basin, all of which occur at locations characterized by concrete/earthen, earthen, and/or concrete bottoms. Together, the proposed O&M activities at these locations would impact approximately 76 acres. Of these 76 acres, 73 acres are concrete facilities, 2 acres are earthen bottom, and 1 acre is combined concrete and earthen bottom facilities. O&M activities for facility maintenance in the City would include repairs and improvements such as the removal of silt and vegetation including: concrete and earthen channel-dredging; basin dredging; culvert, inlet, and outlet clean-out; vegetation clearing and trimming; and access road clearing. Dredging for flood control purposes is proposed at 60 of the 63 maintenance sites.

APPLICANT: City of Escondido

An Initial Study has been prepared to assess this project as required by the California Environmental Quality Act and Guidelines, Ordinances and Regulations of the City of Escondido. The Initial Study is on file in the City of Escondido Planning Division can be viewed on the City of Escondido web Site at: <http://www.escondido.org/planning.aspx>.

Findings: The findings of this review are that the Initial Study identified effects that might be potentially significant, but revisions in the project plans and/or mitigation measures agreed to by the applicant would provide mitigation to a point where potential impacts are reduced to less than a significant level.


Jay Paul
Associate Planner

FILED IN THE OFFICE OF THE COUNTY CLERK
San Diego County of DEC 21 2012
Posted DEC 21 2012 Removed JAN 22 2013
Returned to agency on JAN 22 2013
Deputy V. Orendain

Mitigation Monitoring and Reporting Program (MMRP)

For the MND for Channel Maintenance Activities

PROJECT NAME: Mitigated Negative Declaration for Channel Maintenance Activities (SCH #2012121063)

PROJECT DESCRIPTION: The City of Escondido (City) has ongoing needs to effectively perform routine Operation and Maintenance (O&M) activities for flood control and the management of sediment deposition at 63 maintenance sites within MS4 facilities (constructed and natural) at various locations throughout the City. The routine O&M activities in the various facilities are necessary for proper storm drain function and the recovery of the original system capacity. A Mitigated Negative Declaration (MND) has been prepared pursuant to CEQA and provides an analysis of potential impacts from the proposed project.

PROJECT LOCATION: City of Escondido, CA. The general area is bound by Lake Hodges and Highland Valley Road to the south, Woodland Parkway to the west, Lake Wohlford to the east, and the area of Hidden Meadows to the north.

APPLICANT/CONTACT PERSON: Jay Paul, Planning Dept.

PHONE NUMBER: (760) 839-4537

ASSOCIATED CASE NO.: ENV 12-0001

APPROVAL BODY/DATE: City Council, March 6, 2013

PROJECT MANAGER: Jeff Warner, Utilities Dept. (760) 839-4528

MITIGATION MEASURES

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
Biological Resources BIO-1 Biological Monitors + City Inspectors	<p>The City will designate qualified biologist(s) and/or environmental monitor(s), as applicable, to oversee monitoring and compliance with protective measures for the biological resources. The biologist(s)/monitor will maintain communications with the appropriate personnel (project manager, resident engineer, project foreman) to ensure that issues relating to biological resources are appropriately and lawfully managed. The biologist(s)/monitor will also be present to verify compliance with all conservation measures. The monitoring biologist(s)/environmental monitors will submit reports that document compliance with these measures to the wildlife agencies upon request or, at a minimum, are included in an end-of-the-year report. In addition, the biologist(s)/monitors will perform the following duties.</p> <ol style="list-style-type: none"> Prior to construction, verify site conditions have not changed from baseline data, with respect to natural resources. 	BIO-1 Page 30 of MND	City of Escondido, Biologist/Biolo gical Monitors, Project Manager, Resident Engineer and Project Foreman		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
	<p>a. If site conditions are different than the established baseline (e.g., the conversion of a Tier IV concrete channel to a Tier II wetland due to sediment accumulation), the facility will be reevaluated for sensitive habitats, jurisdictional waters and wetlands, and special-status species. USACE, RWQCB, and CDFG will be notified of the new conditions prior to work, and will have 14 days to respond with amended permit conditions relevant to the facility. Otherwise, work will proceed using existing avoidance, minimization, and mitigation measures set forth in the permits, as applicable to the new site conditions.</p> <p>2. Be on-site during all vegetation clearing and grubbing, and weekly during project construction in upland and riparian habitat to be impacted.</p> <p>a. If any state or federally listed species is detected by biological monitors during vegetation clearing, the resident engineer will be immediately notified to halt work, if necessary, and coordinate with USFWS and CDFG to ensure the proper implementation of species and habitat protection measures. The biologist/monitor will report any breach of the conservation measures within 24 hours of its occurrence.</p> <p>Erosion control measures will be regularly checked by City inspectors, the biologist, resident engineer, and/or project foreman. Site-specific BMP plans will be reviewed by a qualified biologist and modified, if necessary, prior to implementation. Fencing and/or erosion control measures at maintenance facilities will be inspected a minimum of once per week until completion of the maintenance activity.</p>				
BIO-2 Worker Awareness	Each employee will participate in a training/awareness program that will be presented by the qualified biologist, prior to working on the proposed project.	BIO-2 Page 30 of MND	Contractor		
BIO-3 Staging + Stockpiling	The City will ensure that all work materials, staging, storage, dispensing, fueling, and equipment maintenance activities are located in upland areas outside of sensitive habitat, and that adequate measures are taken to prevent any potential runoff	BIO-3 Page 30 of MND	City of Escondido		

Mitigation Measure	Description	Identification No./Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
BIO-4 Fencing and Flagging	from entering waters of the U.S. Staging areas will be located within facility footprints or adjacent urban/developed hardscape. The City will temporarily fence (with silt barriers) the limits of project impacts (including staging areas and access routes) to prevent additional habitat impacts and prevent the spread of silt from the construction zone into adjacent habitats to be avoided. The limits of weed whipping and other ground disturbing activities, other than grading, may be flagged instead of fenced. Fencing will be installed in a manner that does not impact habitats to be avoided. If work occurs beyond the fenced or flagged limits of impact, all work will cease until the problem has been remedied to the satisfaction of the City. Temporary construction fencing will be removed upon project completion.	BIO-4 Page 31 of MND	City of Escondido		
BIO-5 Trash Removal	Spoils, trash, or any debris would be removed off-site to an approved disposal facility.	BIO-5 Page 31 of MND	Contractor		
BIO-6 Prohibition of Plant and Wildlife Collecting	Plant species will not be collected for any reason and no wildlife species, including rattlesnakes, will be collected or harmed except to prevent injury or death to workers.	BIO-6 Page 31 of MND	Contractor		
BIO-7 Dust Abatement	The project foreman and biological monitor (See BIO-1 for role of biological monitor) will periodically monitor the work area to ensure that maintenance-related activities do not generate excessive dust.	BIO-7 Page 31 of MND	Project Foreman and Biological Monitor		
BIO-8 Light and Glare	Maintenance activities will be conducted during normal business hours, and without the use of lighting whenever possible, excepting emergencies. If emergency maintenance activities occur at night, all project lighting (e.g., staging areas, equipment storage sites, roadway) will be directed onto the roadway or maintenance facility footprint and away from sensitive habitat. Light glare shields may also be used to reduce the extent of illumination into adjoining areas.	BIO-8 Page 31 of MND	Contractor		
BIO-9 Access	Vehicle traffic will be restricted to existing access roads.	BIO-9 Page 31 of MND	Contractor		
BIO-10 Post-Activity Erosion	Post-maintenance activity erosion and sediment control will be implemented as applicable, including landscape planting	BIO-10	Contractor		

Mitigation Measure	Description	Identification No./Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
<p>and Sediment Control</p>	<p>and other biotic slope stabilization techniques (e.g., hydroseed and/or hydromulch). Erosion control blankets having plastic mesh with the potential to ensnare amphibians and reptiles will not be used in areas these animals inhabit.</p>	<p>Page 31 of MND</p>			
<p>BIO-11 Water Diversion/ Dewatering</p>	<p>All surface waters, including ponded waters, will be diverted away from areas undergoing dredging or vegetation removal and/or any other activity that may result in a discharge to the receiving water. When water diversion is necessary, a structural BMP would be implemented to temporarily detain or reroute drainage around the work area based on field conditions, drainage characteristics, seasonal variation, maintenance duration, and practicability of application. The intent of the temporary BMP implementation would be to avoid or minimize water interference in the work area and water quality impacts to downstream receiving waters. When maintenance is completed, the flow diversion structure will be removed as soon as possible in a manner that allows flow to resume and prevent debris or sediment accumulated from returning to the stream.</p> <p>If dewatering is conducted, either a pump will move water to an upland disposal site, or a sediment basin or other structure will be used to collect and treat the water. If applicable, a National Pollutant Discharge Elimination System permit may be required. If not applicable, the water returned to the waterway should be equivalent in nature to pre-activity conditions.</p> <p>Additional water quality measures may arise as conditions of the 401 Water Quality Certification. The City will adhere to these conditions in addition to this avoidance measure.</p>	<p>BIO-11 Page 31 of MND</p>	<p>City of Escondido and Contractor</p>		
<p>BIO-12 Fire Prevention</p>	<p>Wildfires will be prevented by exercising care when driving and by not parking vehicles where catalytic converters could ignite dry vegetation. In times of high fire hazard, trucks may need to carry water and shovels or fire extinguishers in the field. No smoking or disposal of cigarette butts will take place within vegetated areas.</p>	<p>BIO-12 Page 31 of MND</p>	<p>Contractor</p>		
<p>BIO-13 Minimizing Spread of Exotic Species</p>	<p>Tools and equipment will be washed in designated areas prior to entering and exiting work areas, to ensure no plant material is transported on- or off-site.</p>	<p>BIO-13 Page 31 of MND</p>	<p>Contractor and City of Escondido</p>		

Mitigation Measure	Description	Identification No./Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
BIO-14 Riparian Vegetation Avoidance	<p>The City will ensure that any planting stock to be brought onto the project site for habitat restoration is first inspected by a qualified pest inspector to ensure it is free of pest species that could invade natural areas, including but not limited to, Argentine ants (<i>Iridomyrmex humil</i>), fire ants (<i>Solenopsis invicta</i>) and other insect pests. Any planting stock found to be infested with such pests will not be allowed on the project site or within 300 feet of natural habitats. The stock will be quarantined, treated, or disposed of according to best management principles by qualified experts in a manner that precludes invasions into natural habitats.</p> <p>Measures will be taken to avoid and minimize impacts to native riparian vegetation to the greatest extent possible. This includes unnecessary or unauthorized trespass by workers and equipment, staging and storage of equipment and materials, refueling activities, and littering or dumping debris in riparian areas.</p>	BIO-14 Page 32 of MND	Contractor		
BIO-15 Native Tree Avoidance	<p>The City will not remove native trees, including but not limited to, willow (<i>Salix</i> spp.), cottonwood (<i>Populus</i> spp.), western sycamore (<i>Platanus racemosa</i>), and oak (<i>Quercus</i> sp.). The City may trim these species up to a height of 7 feet, barring oaks and sycamores with a diameter breast-height (DBH) greater than 9.5 inches, which may not be pruned.</p> <p>Trimming/pruning of native trees will be conducted outside the nesting season (February 15 through September 15), and will only be conducted if the absolute (bird's-eye) percent cover of tree/shrub canopy is not measurably reduced. Cutting of branches greater than 2 inches in diameter shall be done by a certified arborist.</p>	BIO-15 Page 32 of MND	City of Escondido		
BIO-16 Oak Trees	<p>Oaks require special avoidance. Heavy equipment shall not encroach on the root protection zone (i.e., 50 feet from the drip line) within undeveloped areas, nor will equipment be staged/stockpiled in these areas. A qualified biologist shall flag root protection zones as off-limits at applicable facilities, prior to starting work.</p>	BIO-16 Page 32 of MND	Biologist and Contractor		
BIO-17 Nesting Season Avoidance	<p>Vegetation clearing shall occur outside of the typical breeding season for raptors and migratory birds (February 15 through September 15). However, if this is not possible, then a qualified biologist will conduct a nesting survey prior to</p>	BIO-17 Page 32 of MND	Biologist and Contractor		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
<p>BIO-18 Nest Buffers</p>	<p>construction to determine the presence or absence of nests in the riparian habitat, and the potential need for additional project mitigation measures.</p> <p>To the greatest extent feasible, vegetation clearing, dredging, and other mechanized activities within 500 feet of undeveloped vegetation communities will be conducted outside the breeding season for federally protected migratory and listed bird species. In situations where these types of maintenance activities will occur adjacent to undeveloped vegetation communities during the breeding season (February 15 through September 15), the following measures will be implemented:</p> <ol style="list-style-type: none"> 1. A preconstruction survey for migratory birds shall be performed by a qualified biologist within 3 days prior to any removal of trees, shrubs, or structures on the project site. If no active nests are found, then no further action will be warranted. 2. If an active nest is detected on or within 300 feet of the project site (500 feet for raptors), no work shall be conducted within a 300-foot radius (500 feet for raptors) of the detected nest until a biological monitor determines the nest is no longer active. 	<p>BIO-18 Page 32 of MND</p>	<p>Biologist and Biological Monitor</p>		
<p>BIO-19 State- Listed and Federally Listed Bird Species</p>	<p>For those facilities where state-listed and/or federally listed bird species have potential to occur within the project footprint, a qualified biologist will make three separate visits (on separate days), with the final visit being not more than 3 days prior to the maintenance activity. These three survey visits will supersede the preconstruction surveys required under BIO-18.</p>	<p>BIO-19 Page 32 of MND</p>	<p>Biologist</p>		
<p>BIO-20 Rare Plants</p>	<p>For those facilities where state-listed and/or federally listed plant species have the potential to occur within the project footprint (i.e., San Diego ambrosia), a qualified biologist will perform focused surveys prior to maintenance activities and will flag avoidance areas if the species are detected. If a facility has been surveyed three consecutive times with negative findings, focused surveys will no longer be required. For other special-status plant species (e.g. oaks, See Bio-16), the biological monitor will flag occurrences immediately prior to starting work, and will ensure avoidance of these resources.</p>	<p>BIO-20 Page 32 of MND</p>	<p>Biologist and Biological Monitor</p>		

Mitigation Measure	Description	Identification No., Location or Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
<p>BIO-21 San Diego Ambrosia</p>	<p>Weed whipping or other non-ground disturbing activities may occur in suitable habitat for San Diego ambrosia if the following measures are implemented:</p> <ul style="list-style-type: none"> a. Conduct activities during the summer, fall, and early winter (i.e., generally from June to December) prior to any significant rain events (0.25 to 0.50 inch), when the soil is hard, and when no vegetative growth is visible. The growing season varies from year to year and will need to be determined by a qualified biologist and concurred with by the USFWS. b. Avoid the application of herbicide in areas where listed plant species occur (unless concurred with by the Agencies for specific problem plants such as artichoke thistle). If no listed plant species are present, herbicide application may occur under the direction of a licensed applicator and under the supervision of a qualified biologist. c. Use a machine mower only if soil is not wet or muddy. d. Remove weed thatch carefully so that soil is not disturbed (i.e., avoid disturbing the seed bank or corms). 	<p>BIO-21 Page 33 of MND</p>	<p>Biologist and Contractor</p>		
<p>BIO-22 Bat Species</p>	<p>For those facilities where special-status bat species have potential to occur within the project footprint, a qualified biologist will survey for roosting bats concurrently with the preconstruction surveys required under BIO-14. The same conditions identified in BIO-14 will apply to roosting bats.</p>	<p>BIO-22 Page 33 of MND</p>	<p>Biologist</p>		
<p>BIO-23 Complete Avoidance of Special-Status Species</p>	<p>The City will strive for 100 percent avoidance of direct impacts to special-status plant and wildlife species and will use biological monitors and preconstruction surveys to ensure avoidance (per BIO-1, BIO-16, BIO-17, BIO-18, BIO-19, and BIO-20, BIO-21).</p>	<p>BIO-23 Page 33 of MND</p>	<p>City of Escondido</p>		
<p>BIO-24 Compensatory Mitigation</p>	<p>All potentially significant, unavoidable project impacts will occur within habitats that are also potential jurisdictional waters. Compensatory mitigation for jurisdictional waters, as described below, will reduce potentially significant impacts to natural habitats to a level below significance. Since the project will avoid potentially significant impacts to special-status species and wildlife migration, no mitigation is</p>	<p>BIO-24 Page 33 of MND</p>	<p>City of Escondido</p>		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
	<p>necessary above and beyond the habitat-based compensatory mitigation for jurisdictional waters described below.</p> <p>The proposed project necessitates work within and around jurisdictional waters. As demonstrated in the previous section, the City has made great efforts to minimize impacts to the greatest extent practicable, while also maintaining the objectives of the project; however unavoidable impacts to potential jurisdictional waters remain a part of the proposed project.</p> <p>These unavoidable impacts will be mitigated to a level below significance through a combination of off-site restoration/creation and/or enhancement. The City is proposing to mitigate impacts via purchase of credits at an approved mitigation bank, or within the City owned and managed Kit Carson Park (or other approved location, as determined by the USACE, CDFG, and RWQCB). A conceptual mitigation plan will be developed in coordination with USACE, CDFG, and RWQCB, and a final mitigation plan will be approved as a condition of the 404, 401, and 1602 authorizations, respectively. Final mitigation ratios will be generally consistent with the guidelines of relevant regional conservation plans, including the NCMSCP and Escondido Subarea MHCP.</p> <p>Mitigation ratios will be based on resource tiers, as defined below. The following mitigation ratios, proposed mitigation types, and impact thresholds are subject to agency approval and may change prior to final permit authorization.</p>				

Mitigation Measure	Description Proposed Resource Tiers and Impact Thresholds for the Escondido Channel Maintenance Project			Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
Resource Tier	Description	Proposed Mitigation	Proposed RGP Impact Threshold				
Tier I	Includes native habitats (i.e., Category A vegetation communities) growing within earthen facilities or concrete facilities with greater than 6 inches of deposited sediment. This includes wetland waters and riparian extent.	2:1 through at least 1:1 creation/restoration, plus additional enhancement as needed to achieve overall 2:1 ratio.	Up to 0.1 acre per facility (understory only, with minor trimming of native trees/shrubs).				
Tier III	Includes vegetated areas (i.e., Category A and Category B vegetation communities) occurring within concrete channels (less than 6 inches of sediment). These are isolated, low-quality habitats that are not likely to persist (e.g., flow associated with a storm event could easily blow out these habitat "islands").	No mitigation	Up to 0.5 acre per facility.				

Mitigation Measure	Description	Identification No. Location in Doc	Responsibility for Implementation	Certified Initials/Date	Comment																
	<p>Tier IV</p> <p>Includes unvegetated areas (i.e., Category C) occurring within concrete channels.</p> <p>No mitigation</p> <p>Unlimited. Assuming incidental fallback only, dredge of concrete-lined facilities is unregulated by USACE. Applicable Waste Discharge Requirements from RWQCB will be adhered to.</p>																				
<p>Proposed Vegetation Categories for Determining Resource Tiers</p>																					
	<table border="1"> <thead> <tr> <th>Category</th> <th>Description</th> <th>Community</th> </tr> </thead> <tbody> <tr> <td rowspan="10">A</td> <td rowspan="10">Native vegetation communities</td> <td>Alkali Seep</td> </tr> <tr> <td>Cismontane Alkali Marsh</td> </tr> <tr> <td>Coast Live Oak Woodland</td> </tr> <tr> <td>Coastal and Valley Freshwater Marsh</td> </tr> <tr> <td>Diegan Coastal Sage Scrub</td> </tr> <tr> <td>Engelmann Oak Woodland</td> </tr> <tr> <td>Mulefat Scrub</td> </tr> <tr> <td>Southern Arroyo Willow Riparian Forest</td> </tr> <tr> <td>Southern Cottonwood-Willow Riparian Forest</td> </tr> <tr> <td>Southern Riparian Scrub</td> </tr> <tr> <td>Southern Willow Scrub</td> </tr> </tbody> </table>	Category	Description	Community	A	Native vegetation communities	Alkali Seep	Cismontane Alkali Marsh	Coast Live Oak Woodland	Coastal and Valley Freshwater Marsh	Diegan Coastal Sage Scrub	Engelmann Oak Woodland	Mulefat Scrub	Southern Arroyo Willow Riparian Forest	Southern Cottonwood-Willow Riparian Forest	Southern Riparian Scrub	Southern Willow Scrub				
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Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
B	Disturbed wetland	Disturbed Wetland Emergent Wetland Nonnative Grassland Eucalyptus Woodland			
	Disturbed, developed, or unvegetated land covers				
C	Disturbed, developed, or unvegetated land covers	Disturbed Habitat Open Water Unvegetated Channel Urban/Developed			
	Urban/Developed				
Cultural Resources					
CR-1 Archaeological Monitor	An archaeological monitor will be present during the first maintenance activity that involves ground disturbing activities at the 18 earthen facilities (E-02, E-03, E-05, E-06, E-12, E-17, E-18, E-19, E-20, E-21, E-29, E-30, E-40, H-08, H-09, H-10, H-11, and SM-03). Unanticipated archaeological discoveries made during monitoring will be addressed following procedures identified in the Monitoring and Discovery Plan. Mitigation measures CR-3 and/or CR-4 may be implemented if appropriate.	CR-1 Page 39 of MND	Archaeological Monitor		
CR-2 Avoidance of Archaeological Resources	If an unanticipated archaeological resource is discovered during monitoring, if feasible, it will be avoided.	CR-2 Page 39 of MND	Archaeological Monitor and Contractor		
CR-3 Testing of Archaeological Resources	If an unanticipated archaeological discovery is potentially significant and cannot be avoided, an evaluation plan that identifies research topics and procedures for evaluation of the resource will be prepared. The evaluation plan will be a stand-alone document and will be implemented prior to ground-disturbing maintenance activities.	CR-3 Page 39 of MND	Archaeological Monitor		
CR-4 Data Recovery of Archaeological Resources	If an unanticipated archaeological discovery is significant and cannot be avoided, a treatment plan will outline the procedures for conducting data recovery. The treatment plan will be a stand-alone document and will be implemented prior to any additional ground-disturbing maintenance activities.	CR-4 Page 39 of MND	Archaeological Monitor		
CR-5 Paleontological Monitor	A paleontological monitor will be present during the first maintenance activity that involves ground disturbance of previously undisturbed deposits at 11 facilities (E-01 through E-03, E-19 through E-21, H-13, SM-02 and SM-03).	CR-5 Page 39 of MND	Paleontological Monitor		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
CR-6 Paleontological Data Recovery	If a paleontological resource is significant or potentially significant, mitigation measure CR-6 will be followed. If a significant or potentially significant paleontological resource cannot be avoided, a treatment plan will outline procedures for data recovery. The treatment plan will be a stand-alone document and will be implemented prior to any additional ground-disturbing maintenance activities.	CR-6 Page 39 of MND	Paleontological Monitor		
CR-7 Treatment of Human Remains	If human remains are inadvertently discovered, they shall be treated according to appropriate State (Public Resources Code Section 5097.98, 5097.99, 5097.991, 7050.5, 8010-8011 and AB 2641); or on federal land NAGPRA provisions, as outlined in the Monitoring and Discovery Plan.	CR-7 Page 40 of MND	Archaeological Monitor		
Hydrology and Water Quality					
WQ-1 Worker Awareness	Prior to the start of the project, and annually thereafter, the City will educate all personnel on these avoidance and mitigation measures and other project best management practices (BMPs).	WQ-1 Page 45 of MND	City of Escondido		
WQ-2 Minimization of Disturbance	The City will ensure that activities and land disturbance are the minimum necessary to (1) remove sediment and debris for the proper functioning of the storm water conveyance system and (2) prevent stagnant and ponding water in areas that have been demonstrated to support mosquito breeding. Where vegetation removal is necessary, the removal of native trees will be restricted in accordance with BIO-15.	WQ-2 Page 45 of MND	City of Escondido		
WQ-3 Preservation of Existing Vegetation	The City will preserve existing vegetation to the extent practicable and ensure implementation of BIO-14, riparian vegetation avoidance and BIO-14, native tree avoidance.	WQ-3 Page 45 of MND	City of Escondido		
WQ-4 Scheduling of Maintenance Activities	Maintenance activities will be scheduled to avoid or minimize earth disturbance during the wet season to the maximum extent practicable.	WQ-4 Page 45 of MND	Contractor		
WQ-5 Erosion and Sediment Control	Maintenance activities will include a combination of BMPs for soil erosion and sediment control depending on site conditions, which can include: Erosion control/slope stabilization/bank protection <ul style="list-style-type: none"> • erosion control blankets • soil stabilizers • organic mulch, such as wood chips and vegetation 	WQ-5 Page 45 of MND	Contractor		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
	<ul style="list-style-type: none"> • riprap Temporary sediment controls: <ul style="list-style-type: none"> • silt fence • sediment/desilting basins • sediment traps • fiber rolls • gravel bag berm/barrier/dam • straw bale barrier • waterbag dams • filters/filter bags 				
<p>WQ-6 Inspection of Erosion and Sediment Control</p>	<p>All erosion and sediment control measures will be inspected/maintained to ensure proper integrity and function during the duration of maintenance activities. All post-activity stabilization and structural controls would be inspected per project permits (e.g., monthly or after any significant storm event) for the duration of the maintenance activities and would be repaired or maintained for optimum performance.</p>	<p>WQ-6 Page 45 of MND</p>	<p>Contractor</p>		
<p>WQ-7 Channel Alteration</p>	<p>If a stream channel, gradient, or lake margin have been temporarily altered during maintenance activities, the City will return the area to original design specifications or as closely as possible to pre-project conditions without creating a possible future bank erosion problem. Post-activity bank stabilization techniques (sediment and erosion control) will be implemented to further protect against bank erosion.</p>	<p>WQ-7 Page 45 of MND</p>	<p>City of Escondido</p>		
<p>WQ-8 Runoff Control</p>	<p>During dredging activities, the City will capture and retain on-site runoff by creating perimeter ditches, trenches, siltation ponds, or similar depressions.</p> <p>Polyacrylamides or other suitably pervious hardscaping/soil stabilization techniques will be used to the maximum extent practicable.</p>	<p>WQ-8 Page 45 of MND</p>	<p>City of Escondido</p>		
<p>WQ-9 Site Access Management</p>	<p>The City will ensure that access routes to maintenance areas are selected and designed to minimize impacts to receiving waters, in particular the discharge of identified pollutants to an already impaired water body.</p> <p>Soil-tracking BMPs will be implemented to limit off-site transport of sediment from vehicles by implementing measures and site access points such as metal corrugated shaker plates, gravel strips, and/or wheel-washing sites.</p>	<p>WQ-9 Page 45 of MND</p>	<p>City of Escondido</p>		

Mitigation Measure	Description	Identification No./Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
WQ-10 Vehicle/Equipment Operation	The City will not operate equipment or vehicles in ponded or flowing areas except as otherwise addressed in any of the project's applicable regulatory permits. If maintenance activities require moving equipment across a flowing stream, the City will implement/install measures to prevent an increase to stream turbidity.	WQ-10 Page 46 of MND	City of Escondido		
WQ-11 CWA Compliance	Potential impacts to regulated waters and wetlands will be minimized through avoidance and minimization measures as stated in Section 2.1.3 of this IS/MND. The City would review proposed actions and projects for potential impacts to jurisdictional waters/wetlands and obtain appropriate authorization under the CWA and provide compensatory mitigation as required. (Refer to Section 2.1.3 for compensatory mitigation for unavoidable project impacts.)	WQ-11 Page 46 of MND	City of Escondido		
WQ-12 Site Spoil Management	The City will ensure that spoil sites shall not be located next to surface waters where spoil dewatering could potentially affect water quality, or where it will cover aquatic or riparian vegetation unless the site is specifically identified in the project's Notification of Lake or Streambed Alteration application.	WQ-12 Page 46 of MND	City of Escondido		
WQ-13 Staging + Stockpiling	Work materials, staging, storage, dispensing, fueling, and equipment maintenance activities will be located in upland areas outside of sensitive habitat, and adequate measures will be taken to prevent any potential runoff from entering receiving waters. Staging areas will be located within facility footprints or adjacent urban/developed areas.	WQ-13 Page 46 of MND	Contractor		
WQ-14 Trash Management	Spoils, trash, or any debris will be removed off-site to an approved disposal facility.	WQ-14 Page 46 of MND	Contractor		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
<p>WQ-15 Water Diversion/Dewatering</p>	<p>All surface waters, including ponded waters, will be diverted away from areas undergoing dredging or vegetation removal and/or any other activity that may result in a discharge to the receiving water. When water diversion is necessary, a temporary dam or other artificial obstruction will be constructed using materials that will cause little or no siltation and ensure water does not enter the work area. Water will be diverted around the maintenance facility without completely obstructing stream flow. When maintenance is completed, the flow diversion structure will be removed as soon as possible in a manner that allows flow to resume and prevent debris or sediment accumulated from returning to the stream.</p> <p>If dewatering is conducted, either a pump will move water to an upland disposal site, or a sediment basin or other structure will be used to collect and treat the water. If applicable, a National Pollutant Discharge Elimination System permit may be required. If not applicable, the water returned to the waterway should be equivalent in nature to pre-activity conditions.</p> <p>Additional water quality measures may arise as conditions of the 401 Water Quality Certification or Nationwide Permit #33 (if pursued) and applicable stipulations of a 1602 SAA, if applicable. The City will adhere to these and any other applicable conditions and avoidance measures.</p>	<p>WQ-15 Page 46 of MND</p>	<p>Contractor and City of Escondido</p>		
<p>WQ-16 Groundwater Extraction</p>	<p>For those areas where the groundwater level is likely to be encountered during dredging activities, dewatering will be performed under a permit issued by the RWQCB. Disposal of groundwater would comply with RWQCB Order No. 2001-96, "General Waste Discharge Requirements for Groundwater Extraction."</p> <p>Stipulations under this permit (as well as those required of the RWQCB CWA 401 WQ Certification), would serve to avoid impacts to surface water or groundwater quality.</p>	<p>WQ-16 Page 46 of MND</p>	<p>Contractor</p>		
<p>WQ-17 Spill Control</p>	<p>The City will maintain appropriate types and sufficient quantities of materials on-site to contain any spill or inadvertent release of materials that may cause a condition of pollution or nuisance if the materials reach waters of the U.S. and/or state.</p>	<p>WQ-17 Page 46 of MND</p>	<p>City of Escondido</p>		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
WQ-18 Vehicle/Equipment Maintenance	The City will ensure that all vehicles and equipment utilized for maintenance activities are well maintained and not leaking fluids. Vehicle or equipment maintenance (including fueling) will not be performed on-site or in a manner that could contribute pollutants to receiving waters.	WQ-18 Page 46 of MND	City of Escondido		
WQ-19 Post-Activity Erosion and Sediment Control	Post-maintenance activity erosion and sediment control will be implemented as applicable, including landscape planting and other slope stabilization techniques (i.e., hydroseed and/or hydromulch).	WQ-19 Page 46 of MND	Contractor		
WQ-20 Construction General Permit Compliance	Should maintenance activities result in land disturbance of 1 acre or greater, compliance with Order No. 2009-0009-DWQ [as amended by Order No. 2010-0014-DWQ] would be required, including development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). In addition to identifying source, runoff, erosion, and sediment controls, the SWPPP would also need to include inspection and monitoring activities and practices to ensure the long-term stability of the disturbed area.	WQ-20 Page 47 of MND	Contractor		

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 15
Date: March 13, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Julie Procopio, Assistant Public Works Director/Engineering

SUBJECT: Street Maintenance Workshop

RECOMMENDATION:

It is requested that Council receive a brief presentation on the City's existing pavement condition and provide direction to staff for the future Street Maintenance Program.

FISCAL ANALYSIS:

In recent years, the City has funded pavement repair with American Recovery and Reinvestment Act (ARRA) funds, and funding from Propositions 42 and 1B. These revenue sources are no longer available. The adopted Capital Improvement Program (CIP) budget for pavement management is \$1.7M, consisting of \$1M in TransNet funds and \$700,000 in Gas Tax. Staff is seeking Council's input on the amount of additional funding to be programmed as a part of the next CIP budget.

PREVIOUS ACTION:

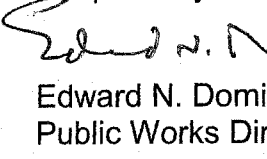
City Council last received a report on the pavement management program in June 2011. The need for a formal rating system was discussed. Since that time, staff has conducted a survey of all streets and determined the average pavement condition.

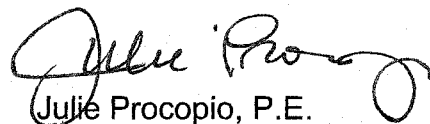
BACKGROUND:

This workshop is intended to provide Council with information on the current condition of City streets based on the recent pavement condition survey. Staff will provide information on the predicted condition of City streets based on funding.

Staff recommends increasing funding for pavement management in the next CIP budget to a level that maintains the current average pavement condition. It is further recommended that the balance of unprogrammed TransNet funds be programmed for pavement management in the next CIP budget and that future increases in TransNet funds be used for pavement management.

Respectfully submitted,


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


Julie Procopio, P.E.
Assistant Public Works Director/Engineering

FUTURE CITY COUNCIL AGENDA ITEMS
March 7, 2013

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

MARCH 20, 2013
4:30 p.m.

PRESENTATION
Badge Pinning Ceremony for New Police Captains
CONSENT CALENDAR
<p>Escondido Charitable Foundation Grant Authorization (A. Shipley)</p> <p><i>The Council is being asked to approve application(s) to Escondido Charitable Foundation for Safe, Vibrant and Healthy Communities Grant(s) which will provide up to \$35,000 each for projects that nurture a collective sense of safety, social cohesion, well-being and vitality in neighborhoods, families and individuals – imparting a stronger sense of community in Escondido.</i></p>
<p>City of Escondido Landscape Maintenance District Preliminary Engineer's Report for FY 2013/14 for Zones 1-10 and 12-37 (E. Domingue)</p> <p><i>Each year the City is required to submit and approve an Engineer's report that details the City's LMD budget and assessments for the upcoming year. The purpose of the Council meeting on March 20, 2013 is to begin this process by approving the preliminary Engineer's report and setting a public hearing date for LMD zones 1-10 and 12-37.</i></p>
<p>City of Escondido Landscape Maintenance District Preliminary Engineer's Report for FY 2013/14 for Zone 11 (E. Domingue)</p> <p><i>Each year the City is required to submit and approve an Engineer's report that details the City's LMD budget and assessments for the upcoming year. The purpose of the Council Meeting on March 20, 2013 is to begin this process by approving the preliminary Engineer's report and setting a public hearing date for LMD zone 11.</i></p>
PUBLIC HEARINGS:
<p>Amendment to the Municipal Code and Zoning Code to allow Mobile Food Facilities for Special Events (AZ 12-0007) (J. Masterson/B. Redlitz)</p> <p><i>Currently mobile food facilities (commonly referred to as food trucks) are not permitted in the City of Escondido on public or private property. The City has received requests from food truck owners, special event organizers and the general public asking that food trucks be allowed. The City has also heard concerns about the possibility of food trucks negatively impacting existing restaurants. This code amendment is scheduled for consideration by the Planning Commission on 2/12/13.</i></p>

MARCH 20, 2013
Continued

CURRENT BUSINESS

2011-2012 City Council Action Plan
(J. Masterson)

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

Appointments to the Library Board of Trustees, Building Advisory and Appeals Board and the Personnel Board of Review
(D. Halverson)

Terms have expired for two members of the Library Board of Trustees. There is currently one unscheduled vacancy for the Building Advisory & Appeals Board and one unscheduled vacancy for the Personnel Board of Review.

WORKSHOP

2012 Water and Wastewater Master Plans
(C. McKinney)

2012 Water and Wastewater Master Plans

Future Agenda Items (D. Halverson)

MARCH 27, 2013
No Meeting – Spring Break