



# Council Meeting Agenda

**MAY 6, 2015**

**CITY COUNCIL CHAMBERS**

**3:30 P.M. Closed Session; 4:30 P.M. Regular Session**

**201 N. Broadway, Escondido, CA 92025**

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

**ELECTRONIC MEDIA:**

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

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

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

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



# Council Meeting Agenda

May 6, 2015  
3:30 P.M. Meeting

Escondido City Council

## CALL TO ORDER

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

## ORAL COMMUNICATIONS

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

## CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

- I. **CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
  - a. **Agency Negotiator:** Sheryl Bennett & Clay Phillips  
**Employee Organization:** Escondido City Employee Association:  
Administrative/Clerical/Engineering (ACE) Bargaining Unit
  - b. **Agency Negotiator:** Sheryl Bennett & Clay Phillips  
**Employee Organization:** Escondido City Employee Association: Supervisory (SUP)  
Bargaining Unit
  - c. **Agency Negotiator:** Sheryl Bennett & Clay Phillips  
**Employee Organization:** Maintenance & Operations, Teamsters Local 911
- II. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
  - a. **Property:** 165 E. Lincoln Parkway  
**City Negotiator:** Debra Lundy, Real Property Manager  
**Negotiating Parties:** San Diego Auto Thrift  
**Under Negotiation:** Price and Terms of Agreement

## ADJOURNMENT



# Council Meeting Agenda

**May 6, 2015  
4:30 P.M. Meeting**

**Escondido City Council  
Mobilehome 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

**PROCLAMATIONS:** Water Awareness Month and Drinking Water Week  
Drowning Prevention Month - May 2015  
National Historic Preservation Month - May 2015 and Awards Presentation

**PRESENTATIONS:** Be Water Smart & Earth Day Poster Contest Awards

## ORAL COMMUNICATIONS

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

## CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency )**
3. **[APPROVAL OF MINUTES: Regular Meeting of April 8, 2015](#)**

4. **[FISCAL YEAR 2014 URBAN AREA SECURITY INITIATIVE GRANT - COMMUNICATIONS CENTER MICROWAVE - COUNTY CONTRACT -](#)**

Request Council approve authorizing the Mayor and City Clerk to execute a Public Service Agreement between the City of Escondido and Aviat U.S., Inc., and authorize the Escondido Police Department to utilize County Contract Number 547601, to purchase specialized equipment for the Dispatch Communications Center.

Staff Recommendation: **Approval (Police Department: Craig Carter)**

RESOLUTION NO. 2015-73

5. **[2015 CALIFORNIA FIRE ASSISTANCE AGREEMENT MODIFICATION -](#)**

Request Council approve Resolution No. 2015-70 which provides clarification language required by the California Office of Emergency Services (Cal OES) in order to fully reimburse the City of Escondido when personnel and resources are mobilized during emergency activities under California Fire Assistance Agreement (CFAA) guidelines.

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

RESOLUTION NO. 2015-70

6. **[DESIGNATION OF AUTHORIZED REPRESENTATIVE FOR CLEAN WATER STATE REVOLVING FUND LOANS FOR THE RECYCLED WATER AND POTABLE REUSE PROGRAM -](#)**

Request Council approve authorizing the Director of Utilities or his designee to sign on behalf of the City, Financial Assistance Applications for low-interest loans from the Clean Water State Revolving Fund (SRF). Applications are recommended at this time for three construction projects: 1) \$8 million for the Easterly Recycled Water Mains, Brine Line and Reservoir Project; 2) \$3.3 million for the Easterly Recycled Water Distribution for Agriculture Project; and 3) \$4 million for the Brine Line from Grape Day Park to HARRF Project. These three projects are components of the Recycled Water and Potable Reuse Program.

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

RESOLUTION NO. 2015-40

7. **[POTABLE REUSE PROGRAM SUPPORT FROM BLACK & VEATCH CORPORATION -](#)**

Request Council approve authorizing the Mayor and City Clerk to execute a Consulting Agreement with Black & Veatch Corporation for Potable Reuse Program Support services. The proposed contract amount is \$287,200.

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

RESOLUTION NO. 2015-65

8. **AMEND THE TRAFFIC SCHEDULE FOR TIME ZONED PARKING ON NORTH BROADWAY AND IN MUNICIPAL PARKING LOT ONE -**

Request Council approve amending the Traffic Schedule for Time Zoned Parking to designate three 15-minute parking stalls in the downtown area and one row of 3-hour parking in Municipal Parking Lot One.

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

RESOLUTION NO. 2015-71

9. **APPROVE FISCAL YEAR 2015-2020 SAN DIEGO REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE -**

Request Council approve the FY 2015-2020 San Diego Regional Analysis of Impediments to Fair Housing Choice (2015-2020 AI).

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

RESOLUTION NO. 2015-72

10. **ESTABLISH ENGINEERING AND TRAFFIC SURVEYS (SPEED ZONES) AT FOUR (4) LOCATIONS CITYWIDE -**

Request Council approve establishing Engineering and Traffic Surveys (Speed Zones) at the following locations: (1) Del Dios Highway; (2) El Norte Parkway; (3) Mary Lane; and (4) Ninth Avenue.

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

RESOLUTION NO. 2015-47

11. **FIFTH AMENDMENT TO THE CONSULTING AGREEMENT WITH AECOM FOR DESIGN OF THE CITRACADO PARKWAY EXTENSION PROJECT -**

Request Council approve authorizing the Mayor and City Clerk to execute the Fifth Amendment to the Consulting Agreement with AECOM in the amount of \$42,702.25 for additional design services for the Citracado Parkway Extension Project.

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

RESOLUTION NO. 2015-56

**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.)

12. **ANNEXATION, TENTATIVE SUBDIVISION MAP, DEVELOPMENT AGREEMENT AND FINAL MITIGATED NEGATIVE DECLARATION (SUB 14-0002, PHG 14-0006, PHG 14-0007 AND ENV 14-0003) -**

Approved on April 22, 2015 with a vote of 5/0

ORDINANCE NO. 2015-10 (Second Reading and Adoption)

**PUBLIC HEARINGS**

13. **SHORT-FORM RENT INCREASE APPLICATION FOR WESTWINDS MOBILEHOME PARK -**  
Request Council consider the short-form rent increase application submitted by Westwinds Mobilehome Park and if approved, grant an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 0.963% (an average of \$4.59) for the period of December 31, 2013 to December 31, 2014.

Staff Recommendation: **Consider for approval (Community Development Department: Barbara Redlitz)**

RRB RESOLUTION NO. 2015-02

14. **PUBLIC HEARING FOR CITY OF ESCONDIDO LANDSCAPE MAINTENANCE DISTRICT ZONES 1-36 AND 38 -**

Request Council receive input from property owners in Zones 1-36 and 38 of the City of Escondido Landscape Maintenance District (LMD) on the proposed budget and assessments for Fiscal Year 2015/2016. No Council action is required.

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

15. **AMENDMENTS TO CHAPTER 22 OF THE ESCONDIDO MUNICIPAL CODE, AND ADOPTION OF JURISDICTIONAL RUNOFF MANAGEMENT PLAN AND ASSOCIATED WATER QUALITY IMPROVEMENT PLANS FOR THE SAN DIEGUITO AND CARLSBAD WATERSHEDS AND CEQA NOTICE OF EXEMPTION -**

Request Council approve updating Chapter 22 of the Escondido Municipal Code to comply with Regional Water Quality Control Board Order Number R9-2013-0001 and approve adoption of the City of Escondido Jurisdictional Runoff Management Plan, the Water Quality Improvement Plans for the Carlsbad and San Dieguito Watersheds, and the CEQA Notice of Exemption (NOE).

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

A) ORDINANCE NO. 2015-09 (Introduction and First Reading) B) RESOLUTION NO. 2015-74

## CURRENT BUSINESS

16. **APPOINTMENT TO HISTORIC PRESERVATION COMMISSION -**  
Request Council approve ratifying the Mayor's appointment to fill an unscheduled vacancy on the Historic Preservation Commission, term to expire March 31, 2018.

Staff Recommendation: **Ratify the Mayor's Appointment (City Clerk's Office: Diane Halverson)**

17. **WOHLFORD DAM: DESIGNATION OF AUTHORIZED REPRESENTATIVE FOR CLEAN WATER STATE REVOLVING FUND LOAN AND BUDGET ADJUSTMENT TO ALLOCATE PROP. 1E REIMBURSEMENTS TO THE WOHLFORD DAM CIP BUDGET -**

Request Council approve authorizing the Director of Utilities or his designee to sign, on behalf of the City, Financial Assistance Applications for low-interest loans of up to \$25 million from the Clean Water State Revolving Fund (SRF) for construction of Wohlford Dam and approve a budget adjustment to allocate money received as reimbursement from the California Department of Water Resources (CA DWR) Prop. 1E Grant Program.

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



## WORKSHOP

**18. [UPDATE TO THE CITY COUNCIL CONCERNING THE ONGOING DROUGHT AND POTENTIAL IMPACTS TO ESCONDIDO -](#)**

Request Council receive and file the latest information on California's on-going drought, and the state, regional and local responses.

Staff Recommendation: **Receive and File (Utilities Department: Christopher W. McKinney)**

**19. [FISCAL YEAR 2015/16 OPERATING BUDGET BRIEFING -](#)**

Request Council provide direction regarding the Fiscal Year 2015/16 General Fund Operating Budget.

Staff Recommendation: **Provide Direction (Finance Department: Sheryl Bennett)**

**20. [FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FISCAL YEAR 2015/16 CIP BUDGET UPDATE -](#)**

Request Council direct staff to move forward on preparing the FY 2015/16 Five-Year Capital Improvement Program and Budget.

Staff Recommendation: **Provide Direction (Finance Department: Sheryl Bennett)**

## FUTURE AGENDA

**21. [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)**

## COUNCIL MEMBERS SUBCOMMITTEE REPORTS

## CITY MANAGER'S UPDATE/BRIEFING

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

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

## ORAL COMMUNICATIONS

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

## ADJOURNMENT

### UPCOMING MEETING SCHEDULE

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>	<b>Location</b>
May 13	Wednesday	4:30 p.m.	Town Hall Meeting	Council Chambers
May 20	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
May 27	-	-	No Meeting	-
June 3	Wednesday	3:30 & 4:30 p.m.	Regular 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.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](http://www.escondido.org), and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

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

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

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

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



*If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.*

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

**CITY OF ESCONDIDO**  
**April 8, 2015**  
**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, April 8, 2015 in the Council Chambers at City Hall with Mayor Abed presiding.

**ATTENDANCE:**

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

**ORAL COMMUNICATIONS**

**CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)**

**MOTION:** Moved by Mayor Abed and seconded by Councilmember Masson to recess to Closed Session. Motion carried unanimously.

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

- a. **Agency Negotiator:** Sheryl Bennett & Clay Phillips  
**Employee Organization:** Maintenance & Operations, Teamsters Local 911
- b. **Agency Negotiator:** Sheryl Bennett & Clay Phillips  
**Employee Organization:** Escondido City Employee Association: Supervisory (SUP) Bargaining Unit
- c. **Agency Negotiator:** Sheryl Bennett & Clay Phillips  
**Employee Organization:** Escondido City Employee Association: Administrative/Clerical/Engineering (ACE) Bargaining Unit

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

- a. **Property:** 2207 Harmony Grove Road (Por.)  
**City Negotiator:** Debra Lundy, Real Property Manager  
**Negotiating Parties:** Pacific Harmony Grove Development, LLC and Mission Valley Corporate Center, LTD  
**Under Negotiation:** Price and Terms of Agreement
- b. **Property:** 541 N. Quince Street  
**City Negotiator:** Debra Lundy, Real Property Manager  
**Negotiating Parties:** Norgell Enterprises, Inc.  
**Under Negotiation:** Price and Terms of Agreement



**CITY OF ESCONDIDO**  
**April 8, 2015**  
**4:30 P.M. Meeting Minutes**

**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 4:35 p.m. on Wednesday, April 8, 2015 in the Council Chambers at City Hall with Mayor Abed presiding.

**MOMENT OF REFLECTION:**

Tammy DeArmas led the Moment of Reflection

**FLAG SALUTE**

Mayor Abed led the Flag Salute.

**PRESENTATIONS:**

Matilda Hlawek and Patrice Russell shared the Wellness Program Presentation.

**PROCLAMATIONS:**

Vaughn North accepted the Proclamation on behalf of Escondido Shines Day - April 25, 2015  
Councilmember Ed Gallo accepted the Proclamation for Stand Up for Transportation Day.

**ATTENDANCE:**

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Councilmember John Masson, Deputy Mayor 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 Michael Thorne, Minutes Clerk.

**ORAL COMMUNICATIONS**

**Renee Glotzback, Escondido**, encouraged road safety and urged gas stations to not sell alcohol.

**Carlos Nava, San Diego County**, questioned why personal watercraft are not allowed on City waterways.

## CONSENT CALENDAR

Councilmember Masson removed item 5 from the Consent Calendar for discussion.

**MOTION:** Moved by Councilmember Gallo and seconded by Deputy Mayor Morasco that the following Consent Calendar items be approved with the exception of item 5. 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 March 18, 2015**

4. **BUDGET INCREASE FOR THE ELM STREET IMPROVEMENT PROJECT -**

Request Council approve a budget increase for the Elm Street Improvement Project in the amount of \$65,000. (File No. 0600-10 [A-3133])

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

5. **ADOPTION OF MITIGATED NEGATIVE DECLARATION FOR THE OAKVALE ROAD REALIGNMENT PROJECT (ENV 14-0007) -**

Request Council approve adopting a Mitigated Negative Declaration for the Oakvale Road Realignment Project that would realign an approximately 1,200 square foot section of Oakvale Road near Lake Wohlford Dam, straightening the road and moving it approximately 150 feet to the south of the existing alignment. (File No. 0820-20)

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

RESOLUTION NO. 2015-37

Councilmember Masson requested information explaining standards for road realignment, mitigation ratios, and possible cut-slope exemptions.

Craig Whittemore, Deputy Director of Utilities, explained the road realignment.

Bill Martin, Deputy Director of Planning, provided the mitigation ratio and noted the cut - slope exemptions.

**Motion:** Moved by Councilmember Masson and seconded by Councilmember Gallo to approve adopting a Mitigated Negative Declaration for the Oakvale Road Realignment Project that would realign an approximately 1,200 square foot section of Oakvale Road near Lake Wohlford Dam, straightening the road and moving it approximately 150 feet to the south of the existing alignment and adopt Resolution No. 2015-37. Motion carried unanimously.

## 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

**6. AMANDA ESTATES PROJECT ANNEXATION, TENTATIVE SUBDIVISION MAP, MASTER AND PRECISE DEVELOPMENT PLAN, PRE-ZONE, GRADING EXEMPTIONS, AND FINAL MITIGATED NEGATIVE DECLARATION (SUB 13-0007 AND PHG 13-0034) -**

Request Council approve a Tentative Subdivision Map, along with a Master and Precise Development Plan for 21 single-family residential clustered lots on approximately 11.2-acre of land located at 2115 Amanda Lane. Grading Exemptions for cut slopes in excess of 20 feet in height and fill slopes in excess of 10 feet in height, and retaining walls also are requested. Residential lot sizes range from approximately 10,025 SF to 20,404 SF. The project includes annexation/reorganization of the subject site to the City of Escondido, along with three adjacent developed parcels and a portion of a private road easement connecting Amanda Lane to Gamble Lane. The project includes pre-zoning of the subject site to City Planned Development-Residential (PD-R 1.9) and the three adjacent developed residential parcels to RE-20 (Residential Estate, 20,000 SF min. lot size). Off-site roadway and drainage improvements are proposed along Amanda Lane and Gamble Lane from Eucalyptus Avenue on the east to the gated terminus on the west. In compliance with SB 244, "Disadvantaged Unincorporated Community" eight additional properties would be included in the pre-zoning process, but would not be included in this annexation. A separate annexation application would be submitted to LAFCO for these parcels. The request authorizes applications to the Local Agency Formation Commission (LAFCO) for the subject annexation and additional parcels in conformance with SB 244. (File No. 0850-20)

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

- A) RESOLUTION NO. 2015-38 B) RESOLUTION NO. 2015-43 C) RESOLUTION NO. 2015-46
- D) ORDINANCE 2015-08 (Introduction and First Reading)

Bill Martin, Deputy Director of Planning, presented the staff report, utilizing a PowerPoint presentation.

**Jason Han, Applicant**, presented information about Amanda Estates and stated New Urban West will bring high quality homes to Escondido.

**Richard Cornell, Escondido**, requested traffic calming measures on Eucalyptus Avenue and opening of end gate.

**Sam Sullivan, Escondido**, expressed opposition for a zoning change and grading exemptions.

**Terry Austin, Escondido**, questioned the Citracado Parkway progress and effects that it will have on her property; questioned the need for a gate.

**Bill Ewing, Escondido**, expressed his support for Amanda Estates.

**Andrea Stout, Escondido**, voiced her support for the project and the infrastructure improvements it will bring to the area.

**Bill Durney, Escondido**, supports the Amanda Estates project and New Urban West.

**Kathy Daniels, Escondido**, urged the Council to support the project.

**Jerry Kaufman, Escondido**, representative for the Escondido Chamber of Commerce, stated the project is an economic benefit to the City.

**Carl Skaja, Escondido**, supports the Amanda Estates project and believes the City needs more quality housing.

**Dave Shipley, Escondido**, expressed his support for the project and the benefits of annexation.

**MOTION:** Moved by Councilmember Masson and seconded by Deputy Mayor Morasco to approve a Tentative Subdivision Map, along with a Master and Precise Development Plan for 21 single-family residential clustered lots on approximately 11.2-acre of land located at 2115 Amanda Lane. Grading Exemptions for cut slopes in excess of 20 feet in height and fill slopes in excess of 10 feet in height, and retaining walls also are requested.



Residential lot sizes range from approximately 10,025 SF to 20,404 SF. The project includes annexation/reorganization of the subject site to the City of Escondido, along with three adjacent developed parcels and a portion of a private road easement connecting Amanda Lane to Gamble Lane. The project includes pre-zoning of the subject site to City Planned Development-Residential (PD-R 1.9) and the three adjacent developed residential parcels to RE-20 (Residential Estate, 20,000 SF min. lot size). Off-site roadway and drainage improvements are proposed along Amanda Lane and Gamble Lane from Eucalyptus Avenue on the east to the gated terminus on the west. In compliance with SB 244, "Disadvantaged Unincorporated Community" eight additional properties would be included in the pre-zoning process, but would not be included in this annexation. A separate annexation application would be submitted to LAFCO for these parcels. The request authorizes applications to the Local Agency Formation Commission (LAFCO) for the subject annexation and additional parcels in conformance with SB 244, and adopt Resolution No. 2015-38, Resolution 2015-43, Resolution No. 2015-46 and introduce Ordinance No. 2015-08. Motion carried unanimously.

**7. GENERAL PLAN AMENDMENT (PHG 14-0014) -**

Request Council approve a General Plan Amendment (PHG 14-0014) from GC (General Commercial) to LI (Light Industrial), for a 2.11-acre parcel, with access off of W. Mission Avenue and Nordahl Road and certify the environmental review prepared for the project. There is no new development proposal associated with the General Plan Amendment. The existing development on-site includes two multi-tenant buildings, parking and landscaping. The proposal also includes the adoption of the environmental determination prepared for the project, addressed as 2120-2122 W. Mission Road (APN 226-112-49). (File No. 0830-20)

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

RESOLUTION NO. 2015-39

Jay Petrek, Assistant Planning Director, presented the staff report, utilizing a PowerPoint presentation.

Daren Parker, Planning, was available to answer questions.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Masson to approve a General Plan Amendment (PHG 14-0014) from GC (General Commercial) to LI (Light Industrial), for a 2.11-acre parcel, with access off of W. Mission Avenue and Nordahl Road and certify the environmental review prepared for the project. There is no new development proposal associated with the General Plan Amendment. The existing development on-site includes two multi-tenant buildings, parking and landscaping. The proposal also includes the adoption of the environmental determination prepared for the project, addressed as 2120-2122 W. Mission Road (APN 226-112-49) and adopt Resolution No. 2015-39. Motion carried unanimously.

## **FUTURE AGENDA**

**8. 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)**

Councilmember Diaz requested an item regarding New Water Conservation Standards be discussed.

## **COUNCIL MEMBERS SUBCOMMITTEE REPORTS**

Councilmember Gallo reported on the San Diego County Water Authority's new conservation framework and variances in conservation across California; the annual report is posted online; reported on studies done by SANDAG Borders Committee.

Councilmember Morasco reported on the Regional Solid Waste Association Meeting; Assembly Bill 1826 regulates the recycling of organic waste; the City can apply for grants in the future to aid in compliance; April 25 is the Creek to Bay Clean Up and the Escondido Shines Clean Up Day.

Mayor Abed reported on the launching of "Innovate 78"; Mayor Abed was selected to serve on the board of San Diego EDC; noted a letter from Neighborhood Healthcare thanking Chief Carter for his professionalism during a sensitive police event.

## **CITY MANAGER'S UPDATE/BRIEFING**

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

- **CITY MANAGER'S UPDATE -**

## **ORAL COMMUNICATIONS**

## **ADJOURNMENT**

Mayor Abed adjourned the meeting at 6:36 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: May 6, 2015**

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

**FROM:** Craig Carter, Chief of Police

**SUBJECT:** FY 2014 Urban Area Security Initiative (UASI) Grant – Communications Center  
Microwave – County Contract

**RECOMMENDATION:**

It is requested that Council approve Resolution No. 2015-73 authorizing the Mayor and City Clerk to execute a Public Service Agreement (PSA) between the City of Escondido and Aviat U.S., Inc., and authorize the Escondido Police Department to utilize County Contract Number 547601, to purchase specialized equipment for the Dispatch Communications Center.

**FISCAL ANALYSIS:**

This action will have no impact on the General Fund Budget. Grant funds will be used to pay for communication equipment.

**PREVIOUS ACTION:**

On November 19, 2014, Council accepted a FY 2014 Urban Area Security Initiative (UASI) Grant for equipment, system integration and technical services for a microwave radio backhaul system.

**BACKGROUND:**

The Escondido Police Department received Urban Area Security Initiative (UASI) Grant funds from the Department of Homeland Security through the City of San Diego. Grant funds will cover the cost of equipment, system integration and technical services for a public safety microwave radio backhaul system. The Regional Communication System (RCS) public safety microwave radio backhaul system connects the City's radio system to the county-wide radio network.

To maintain regional interoperability, the County of San Diego completed a competitive solicitation process. Aviat U.S., Inc., was awarded County Contract Number 547601 for equipment and services to replace microwave network systems throughout the region.

**CONCLUSION:**

Approval of Resolution No. 2015-73 will allow the Escondido Police Department to utilize County Contract Number 547601 to establish a Public Service Agreement (PSA) with Aviat U.S., Inc. The

PSA will be executed by the Mayor and the City Clerk. Your action today will enhance the City's public safety radio system.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Carter". The signature is fluid and cursive, with a large initial "C" and a long, sweeping tail.

Craig Carter  
Chief of Police

RESOLUTION NO. 2015-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PUBLIC SERVICES AGREEMENT WITH AVIAT U.S. INC., AND AUTHORIZING THE POLICE DEPARTMENT TO UTILIZE COUNTY CONTRACT NUMBER 547601, APPROVED BY THE SAN DIEGO COUNTY BOARD OF SUPERVISORS, TO PURCHASE HARDWARE AND SYSTEM INTEGRATION SERVICES FOR A NEW PUBLIC SAFETY MICROWAVE RADIO BACKHAUL SYSTEM FROM AVIAT U.S., INC.

WHEREAS, the Escondido Police Department participates in the San Diego County – Imperial County Regional Communication System (“RCS”) which ensures interoperable radio communication with other agencies; and

WHEREAS, RCS is moving toward an open-standard based network (“P25”) used by federal, state/province and local public agencies in North America; and

WHEREAS, the City of Escondido must upgrade its public safety microwave radio backhaul system to maintain interoperable communication with allied agencies; and

WHEREAS, Urban Area Security Initiative Grant funds have been allocated to cover the cost of hardware, system integration, and technical services of the new system; and

WHEREAS, Aviat U.S. Inc. can provide microwave radio equipment to upgrade the City of Escondido's connection with the RCS, and

WHEREAS, Aviat U.S. Inc. will supply compliant equipment and installation services for all agencies that operate as part of the RCS network; and

WHEREAS, the County of San Diego, by action of the Board of Supervisors Minute Order No. 1, June 25, 2013, authorized the Director, Department of Purchasing and Contracting, to conduct a competitive solicitation for replacement of RCS microwave network, and

WHEREAS, the County of San Diego awarded a contract for equipment and services to Aviat U.S. Inc. effective February 14, 2014, and

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, a Public Services Agreement (“Agreement”) with Aviat U.S. Inc., which incorporates San Diego County Contract No. 547601 to purchase equipment and integration service for the public safety microwave radio backhaul system from Aviat U.S. Inc. A copy of the Agreement is attached to this Resolution as Exhibit “1,” and a complete copy of the Exhibit and equipment specifications is on file with the City Clerk.



CITY OF ESCONDIDO  
PUBLIC SERVICES AGREEMENT

This Agreement is made this \_\_\_\_\_ day of May, 2015.

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: Craig Carter  
760-839-4706  
("CITY")

And: AVIAT U.S., INC.  
5200 Great America Parkway  
Santa Clara, CA 95054  
Attn: Steve Verrando  
949-707-2710  
("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 has entered into a primary contract with the County of San Diego for a microwave radio backhaul system ("System") to provide transport services for numerous mission critical public safety voice and data systems including all services, hardware, package software, system configuration and integration, training, testing, and documentation requirements as set forth in Statement of Work ("Project").

CITY likewise requires a microwave radio backhaul system to provide transport services for numerous mission critical public safety voice and data systems including all services, hardware, package software, system configuration and integration, training, testing, and documentation requirements as set forth in Statement of Work

CITY desires to contract with CONTRACTOR as an independent contractor and CONTRACTOR desires to provide services to CITY as an independent contractor.

CONTRACTOR has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise to the County of San Diego through the competitive procurement process.

AGREEMENT TO PROVIDE HARDWARE AND SOFTWARE, SYSTEM INTEGRATION,  
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2. Procurement. The County of San Diego conducted a competitive procurement for the replacement of the RCS microwave transport network in FY12/13. A contract was subsequently awarded to Aviat Networks, Inc. This contract, County Contract Number 547601 Agreement with Aviat U.S. Inc. For Microwave Network Replacement, contains a "public agency clause," and is attached hereto as Exhibit A and incorporated herein by reference. Pricing for equipment and services is based on County Contract 547601 and is more fully set forth in Section 4.

The County of San Diego, by action of the Board of Supervisors Minute Order No. 1, June 25, 2013, authorized the Director, Department of Purchasing and Contracting, to issue a competitive solicitation and, upon successful negotiations, award a contract for equipment and services to replace the County's microwave network.

On November 19, 2014, the City Council of the City of Escondido, California, resolved that the City Council authorized the Police Department to purchase equipment and integration services for the public safety microwave radio backhaul system from CONTRACTOR, utilizing an existing contract approved by the San Diego County Board of Supervisors.

3. Scope of Work:
  - 3.1 The Regional Communications System (RCS) provides radio communications service to local public safety agencies in San Diego County (with the exception of the City of San Diego). Originally constructed in 1998, the RCS is approaching "end of life" and must be replaced. The first phase of the R C S replacement project is to upgrade the RCS microwave transport network to an IP/Ethernet capable network. The RCS microwave transport network connects all the 800MHz RCS radio sites and dispatch centers to the RCS core.
  - 3.2 The project is more particularly described as follows: CONTRACTOR shall, in a good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, provide, install, make operational and implement the System, and provide all Deliverables and Services in accordance with the terms of this Agreement and the "Statement of Work," attached hereto as Exhibit B.
  - 3.3 Consultant acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient must affix the applicable copyright notices of 17 U.S.C. section 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations). The recipient agrees to consult



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with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding. Any new equipment or deliverable that will ultimately be paid for with grant funds shall therefore be clearly marked as a grant asset on the equipment itself.

4. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$188,194.00. 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.
5. 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 September 30, 2015. Extension of terms or time of performance may be made only upon the City's written consent.
6. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment B." No compensation will be provided for any other tasks without specific prior written consent from the CITY.
7. 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.
8. 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.
9. 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

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

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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.

11. 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.
12. 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.
13. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.

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19. 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.
20. 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.
21. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
22. 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.
23. 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.
24. 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.
25. FEDERAL GRANT FUNDING REQUIREMENTS: CONTRACTOR is advised that funding for this Agreement is provided by the Homeland Security Grant Program. CONTRACTOR and CITY shall comply with all applicable Grant requirements, including, without limitation, those set forth in 44 CFR 13.36(i), to the extent applicable, and including the following:

16.1. CONTRACTOR shall take the affirmative steps listed in 44 CFR 13.36(e)(2)(i)-(v)

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to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

- 16.2. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled " Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.)
- 16.3. CONTRACTOR shall comply with the Copeland "Anti- Kickback" Act (18 U. S. C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3.) (All contracts and subgrants for construction or repair.)
- 16.4. CONTRACTOR shall comply with the Davis- Bacon Act (40 U. S. C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5.) (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation.)
- 16.5. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5.) (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
- 16.6. CONTRACTOR shall comply with notice of awarding agency requirements and regulations pertaining to reporting and with patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- 16.7. CONTRACTOR shall provide access to CITY, the federal granting agency, the State of California granting agency, the City of San Diego, the County of San Diego, the Comptroller General of the United States, and any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- 16.8. CONTRACTOR shall retain all records pertaining to this Agreement for three years after CITY makes final payments and all other pending matters are closed.
- 16.9. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 16.10. CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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- 16.11. Pursuant to 44 CFR 13.36(i)(7), CITY hereby notifies CONTRACTOR that the U.S. Department of Homeland Security requires CITY to submit financial, progress, and strategy implementation reports for all U.S. Department of Homeland Security funded projects in accordance with Homeland Security Grant Program Guidance.
- 16.12. CONTRACTOR shall comply with the requirements of 31 U.S.C. § 3729, which set forth that no subgrantee, recipient or subrecipient of federal payments, shall submit a false claim for payment, reimbursement, or advance. Administrative remedies may be found in 38 U.S.C. §§ 3801-3812, addressing false claims and statements made.
- 16.13. CONTRACTOR agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
- 16.14. CONTRACTOR shall comply with all applicable requirements of the Office of Emergency Services' FY 2014 Grant Assurances, attached to County Contract 547601, which is incorporated herein by reference.
- 16.17. The CITY and CONTRACTOR agree to comply with The Memorandum of Understanding Between the City of San Diego Office of Homeland Security and the City of Oceanside FY14 Urban Area Security Initiative (UASI) Grant Funding, including the Grant Assurances for Urban Area Security Initiative, which is hereby incorporated by reference.

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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

AVIAT U.S., INC

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

\_\_\_\_\_  
Steve Verrando  
Aviat Representative

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"  
**COUNTY CONTRACT NUMBER 547601**  
**AGREEMENT WITH AVIAT U.S., INC. FOR**  
**MICROWAVE NETWORK REPLACEMENT**

Resolution No. 2015-73  
Exhibit 1  
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This AGREEMENT TO PROVIDE HARDWARE AND SOFTWARE, SYSTEM INTEGRATION, TRAINING, AND TECHNICAL SERVICES FOR THE SAN DIEGO COUNTY SHERIFF FOR A PUBLIC SAFETY MICROWAVE RADIO BACKHAUL SYSTEM ("Agreement") is made effective as of this 14<sup>th</sup> day of February, 2014 ("Effective Date") by and between AVIAT U.S., INC. a wholly owned subsidiary of Aviat Networks, Inc., incorporated in Delaware, located at 5200 Great America Parkway, Santa Clara, CA 95054 ("Contractor"), and the COUNTY OF SAN DIEGO, a political subdivision of the State of California, having its administrative headquarters at 1600 Pacific Highway, San Diego, CA 92101 ("County"), with reference to the following facts:

**RECITALS**

- A. The County requires a microwave radio backhaul system ("System") to provide transport services for numerous mission critical public safety voice and data systems including all services, hardware, package software, system configuration and integration, training, testing, and documentation requirements as set forth in Exhibit A, Statement of Work ("Project").
- B. The County, by action of the Board of Supervisors Minute Order No. 1, June 25, 2013 authorized the Director, Department of Purchasing and Contracting to award a contract for equipment and services.
- C. To meet these requirements, Contractor shall provide its existing System.
- D. Contractor has specially trained personnel possessing the skills, experience, education, and competency required to perform the services described in this Agreement.
- E. The Agreement shall consist of this pro forma agreement, Exhibit A Statement of Work, Exhibit B Insurance and Bonding Requirements, Exhibit C Pricing Schedule, and Exhibit D AviatCare Services Summary dated January 16, 2014, Exhibit E Aviat Statement of Work Release 3.1 dated January 16, 2014; Exhibit F Aviat Networks Software License Grant; Exhibit G Cisco End User Agreement; Contractor's Response to Request for RFP Clarification Request No. 2 dated November 19, 2013 and Contractor's Technical Proposal in response to RFP 6096 which are hereby incorporated herein by this reference and made a part of this Agreement.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**PART 1 GENERAL**

**ARTICLE 1 - DEFINITIONS**

Accept/Acceptance shall have the meaning as described in Article 5 of this Agreement.

Acceptance Certificate shall have the meaning set forth in Section 5.9, "Issuance of Acceptance Certificate."

Acceptance Test shall mean the two sets of formal test or tests developed at Staging Acceptance, and System Acceptance pursuant to the provisions of Article 5 ("Acceptance Procedure and Standard of Performance") by which County shall accept or reject the System.

Proposal shall mean the proposal submitted by Contractor on October 15, 2013.

COTR shall mean the Contracting Officer's Technical Representative and shall be the individual designated by the County, as described in Article 10, "Program Management," who will be the Contractor's point of contact with the County for this Project.

Change shall mean a modification to this Agreement requested under Article 14 ("Changes").

Change Order shall mean the written orders more particularly described in Article 14 ("Changes").

Conforms/Conforming shall mean the compliance of a particular Deliverable provided by Contractor with the applicable portion of the Specifications.

Contract Price shall have the meaning set forth in Article 12 ("Pricing and Payment").

Contracting Officer shall mean the Director, Department of Purchasing & Contracting, or his designee.

Contractor Personnel shall mean employees of Contractor or of any Subcontractor.



**COUNTY CONTRACT NUMBER 547601  
AGREEMENT WITH AVIAT U.S., INC. FOR  
MICROWAVE NETWORK REPLACEMENT**

Resolution No. 2015-73  
Exhibit 1  
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Contractor's Key Employees shall mean those persons affiliated with Contractor and designated by County in Article 10.6 ("Key Employees").

Contractor's Representative shall mean that individual designated by the Contractor, as described in Article 10, "Program Management," as responsible for administering and coordinating this Agreement for Contractor, including all major decisions related to this Agreement, as well as the day-to-day management of the work to be performed under this Agreement.

County Personnel shall mean employees of County and any third party independent contractors engaged by County to perform any of County's obligations hereunder.

Detailed Design Review occurs when the parties have agreed upon the finalized Technical System Design Document to be incorporated herein, and the final system design has been completed.

Deliverable shall mean Documentation, a unit or component of the System, including, but not limited to Hardware, Software, training module or other specified task or tangible product to be delivered hereunder, as described in any Project, Work and/or Implementation Plan(s), the Specifications or elsewhere in this Agreement. Deliverables requiring payments by County are identified in Article 12.

Documentation shall mean the documentation developed in the course of services provided, including, without limitation, the technical drawings, diagrams, configuration files, operations and maintenance manuals, training documentation, and other documentation which shall be sufficient to permit a reasonably skilled individual to operation and maintain the System.

Effective Date shall mean the date of Agreement signing unless otherwise specified in the Agreement.

Error shall mean any failure of any particular Deliverable or of the System as a whole to Conform.

Final Project Acceptance shall mean that Contractor has completed all required work and provided all Deliverables and County has received all Deliverables.

Factory Testing shall mean the testing conducted at the factories on individual system components (Hardware or Software) prior to shipment to the Contractor's staging facility.

GANTT Chart shall mean the description of Tasks, allocation of responsibility and time by which such is to be completed, such Deliverable to be delivered or other Milestone met, in a graphic form in such format as is customarily used in the industry. Microsoft® Project may be used for purposes of tracking and reporting.

Hardware shall mean the System equipment provided pursuant to this Agreement.

Implementation Plan shall mean the then-current document delivered by Contractor and Accepted by County pursuant to Article 4 ("Development of Implementation Plan") hereunder to include Tasks/Deliverables and Milestones for the Project.

Installed/Installation shall mean completion of installation of System components represented by Contractor to be installed and operational.

Material Deficiencies shall mean the lack of functionality necessary for the System to perform the essential business duties of County of San Diego as defined by Exhibit A - Statement of Work.

Milestone shall mean the date by which a Deliverable is required to be delivered hereunder or by which a specific Deliverable shall have passed the applicable Acceptance Test therefor as set forth in this Agreement or the Implementation Plan.

Payment Schedule shall mean that schedule provided in Article 12 "Pricing and Payment" which sets forth the payments which shall be made upon completion and/or Acceptance of specified Deliverables as applicable, and the System as a whole.

Project shall mean the development work to be performed and all other tasks to be performed as necessary or appropriate to deliver, install and make operational the System, all as is described in this Agreement, the Specifications, the Contractor's Technical System Design Document, and the Implementation Plan.

Resources shall mean the specific personnel and hours per personnel which both the Contractor and the County are required to contribute to the Project, as described in Article 10 ("Program Management"), the Implementation Plan, the Statement of Work, or the Specifications.

RFP shall mean the County's Request for Proposals No. 6096, dated August 1, 2013, and as subsequently amended.

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Software shall mean an ordered series of instructions or statements, in object code or source code form, as the case may be, for controlling the operation of a central processing unit to execute a process to be performed on hardware, network System or otherwise required to be delivered by Contractor under the terms hereof, which for the purposes of this Agreement shall consist of System Software.

Specifications shall mean the technical and functional specifications describing the features, functionality and processing capabilities of the System, and the identification of any software and hardware requirements needed to implement such features, functionality and processing capabilities, as described in the Statement of Work, Exhibit A, Contractor's Technical Proposal, and Contractor's Technical System Design Document to be finalized at Detailed Design Review as such capabilities are amended through the Change Order Process; and with respect to Hardware and Operating System Software, shall mean the manufacturer's specifications therefor.

Statement of Error shall mean a written description of nonconformance delivered by County to Contractor ("Description of Nonconformance").

Status Reports shall mean: (i) Project Plans updated biweekly, and (ii) a biweekly status report which documents past and future project activities including, without limitation, the current status of achieving Milestones, Deliverables, payment schedule, issues requiring attention, GANTT chart and action items for the next and upcoming status report periods.

Subcontractor shall mean an independent contractor who furnishes supplies or services to Contractor pertaining to this Agreement other than standard commercial supplies, office space and printing services.

Staging Acceptance shall mean the completion of system level testing performed on the integrated System components in Contractor's facility.

System shall mean the microwave radio backhaul network including all hardware and software supplied by Contractor pursuant to this Agreement.

System Acceptance shall mean that County has accepted the essential technical and functional requirements of the Specifications for the System, as evidenced by a Certificate of System Acceptance executed by the COTR.

System Software shall mean Software, which meets the Specifications described in Exhibit A, whether developed by Contractor or a third-party ("Third Party Software"), commonly known as operating System software, which governs the operation of the Hardware.

Task shall mean a component part of the Project, as described in the Implementation Plan.

Technical Proposal shall mean that proposal submitted by Contractor in response to the RFP.

Technical System Design Document (TSDD) shall mean the document(s) used by Contractor to build the System as outlined in the submitted Contractor's Technical Proposal and post award design meetings.

Third Party Software shall mean the Software delivered by Contractor hereunder which Software is not owned by Contractor but is obtained by Contractor for incorporation into the System and delivered under third party license agreement.

Warranty Period shall mean the period during which the warranty of Contractor is in effect with respect to Software and Hardware, as set forth in Article 8 ("Warranty") hereof.

**ARTICLE 1A – ORDER OF PRECEDENCE**

In the event of any conflict between this Agreement and any of the Exhibits/Appendices hereto or documents referenced herein, the terms and provisions of this Agreement shall control and, in the event of a conflict among the remaining documents, the documents shall govern in the following order:

1. Amendments to this agreement, in reverse chronological order; then
2. This Agreement (including exhibits, appendices and attachments hereto); then
3. Exhibit A, Statement of Work; then
4. Exhibit B, Insurance and Bonding Requirement; then
5. Exhibit C, Pricing Schedule; then
6. Exhibit D AviatCare Services Summary dated January 16, 2014; then
7. Exhibit E Aviat Statement of Work Release 3.1 dated January 16, 2014; then
8. Exhibit F Aviat Networks Software License Grant; then

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9. Exhibit G Cisco End User Agreement; then
  10. Contractor's Response to Request for RFP Clarification Request No. 2 dated November 19, 2013 which is hereby incorporated herein by this reference and made a part of this Agreement; then
  11. Contractor's Technical Proposal in response to RFP 6096 which is hereby incorporated herein by this reference and made a part of this Agreement.

## **ARTICLE 2 - ENGAGEMENT OF CONTRACTOR and SCOPE OF SERVICES**

### **2.1 Contractor's Performance**

Contractor shall, in a good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, provide, install, make operational and implement the System, and provide all Deliverables and services in accordance with the terms of this Agreement and with the terms of the Contractor's Technical System Design Document and the then-current Implementation Plan, (except as may be expressly specified herein to be provided by County) necessary to provide the services required under this Agreement.

### **2.2 General Description of Contractor Obligations**

Contractor and County will jointly develop the Deliverables set forth in the Contractor's Technical System Design Document and Contractor represents that those Deliverables, as such Deliverables are further developed and reflected in the then-current Implementation Plan, are and will be all the Deliverables necessary or appropriate to implement a System meeting the Specifications set forth in Exhibit A.

### **2.3 System Requirements**

County is relying upon Contractor to determine the software and hardware configuration and technical specifications sufficient to meet the functional and performance Specifications. Contractor shall supply the County with proposed software and hardware configuration(s), the Implementation Plan, and initial system design to be finalized at Detailed Design Review via the Technical System Design document. Contractor represents and warrants that the System will satisfy the Specifications with these configurations.

#### **2.4.1 System Transition**

Contractor shall meet the System transition requirements and standards set forth in Exhibit A.

### **2.6 Training**

Contractor shall meet the training requirements set forth in Exhibit A.

### **2.7 Documentation**

Contractor shall meet the standards and requirements regarding the form of required Documentation set forth in the Exhibit A.

### **2.8 Fixed Price Services**

The Deliverables described in Contractor's Technical System Design Document and in the "Project Implementation Plan" included therein, and in the Initial Implementation Plan shall be performed for the fixed prices set forth in Article 12, "Pricing and Payment," below, and are not "level of effort" services, notwithstanding that the Contractor may have to devote more time or Resources to complete any such Task than estimated in Contractor's Technical Design Document or the Implementation Plan.

### **2.9 Maintenance**

Commencing upon the expiration of the Warranty Period set forth in Section 8.7 "System Warranty", Contractor shall provide software maintenance services and technical support as set forth in Exhibit D.

### **2.10 Delivery and Installation**

#### **2.10.1 General**

After Staging Acceptance, Contractor shall ship the Hardware and Software and provide on-site installation, including meeting all completion schedules, delivery schedules, installation schedules, and other requirements set forth in the Contractor's Technical Design Document and the then-current Implementation Plan.

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**2.10.2 Access**

The County shall provide the Contractor with access to the applicable sites for the purpose of installing the System Hardware and Software and configuring the System. The Contractor shall specify in the Implementation Plan the time required, providing specific beginning and end dates per site.

**2.10.3 Site Conditions**

To the extent applicable and unless this Agreement specifically states to the contrary, County will ensure that these work sites will have, (i) adequate air conditioning and other environmental conditions and; (ii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System.

**2.10.4 Equipment Location**

New hardware shall be installed in the exact location of the hardware being replaced at each site. If Contractor determines that using the existing location is not feasible for any reason, Contractor shall notify the COTR, and the County must approve any change to the location.

**2.10.5 Site Issues**

If County or Contractor determines during the course of performance of this Agreement that a site identified in the Agreement is no longer available or desired, or if subsurface, structural, adverse, environmental or latent conditions at any site differ from those indicated on the specifications as necessary, County and Contractor will promptly investigate the conditions and will select a replacement site or adjust the installation plans and specifications as necessary. If such change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, County and Contractor will equitably amend the Contract Price, by a written Change Order.

**2.10.6 Electromagnetic Interference (EMI)**

Contractor shall design the System to provide adequate electromagnetic interference (“EMI”) protection to prevent disruptive interference caused to other radio systems; however, it is recognized that Contractor may not have control over the generation of interference by other systems, i.e. systems not provided by the Contractor. If a source(s) of interference exists that is outside of Contractor’s control, Contractor shall, to the extent technically possible, assist County with identification of the condition, component or equipment generating interference at an additional expense to County not exceeding the then current industry standard fees and out-of-pocket expenses. Interference is defined herein to mean a situation that results, on a demonstrable basis, in material degradation to the System.

**ARTICLE 3 – TERM OF AGREEMENT**

This Agreement will be effective on the Effective Date and shall continue, with respect to the System implementation and development and warranty services, until the expiration of the Seven (7) Year Warranty Period for the System and with respect to optional equipment, parts, and services for a period of 15 years, unless otherwise terminated in accordance with the terms of the Agreement.

**ARTICLE 4 - DEVELOPMENT OF IMPLEMENTATION PLANS/PROJECT IMPLEMENTATION**

**4.1 Development of Implementation Plans**

Contractor shall develop a detailed Contractor's Technical Design Document to be finalized at Detailed Design Review and Implementation Plans to be provided pursuant to this Article 4, which fully set forth the detailed functional specifications necessary to implement the System.

**4.2. Detailed Design Review**

Within sixty (60) days after execution of the Agreement, or as mutually-agreed upon by the parties, a Detailed Design Review will be held with the respective Project Managers. At Detailed Design Review, the parties will finalize the completed detailed design of the System and will complete the Technical and Implementation Documents. At the completion of Detailed Design review, equipment orders shall be placed and building and staging of the equipment begins. Any changes to the System after Critical Design Review will be processed by Change Order.

**4.3. Project Managers**

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Contractor shall appoint a Project Manager (“Contractor Project Manager”) who will work directly with the County Project Manager and be the principal point of contact. Contractor shall notify the County’s Project Manager in writing, when there is a new Contractor Project Manager assigned to the Project. The Contractor Project Manager’s information is:

Project Manager Dan Austin  
Address: 5200 Great America Pkwy, Santa Clara, CA 95054  
Phone: (408) 567-6628 (office); (650) 743-6123 (mobile)  
Fax: (408) 567-2120  
E-mail: daniel.austin@aviatnet.com

County shall appoint a Project Manager (“County Project Manager”) who will work directly with the Contractor Project Manager and be the principal point of contact for the Project. County shall notify Contractor's Project Manager in writing when there is a new County Project Manager assigned to the Project. The County Project Manager’s information is:

Project Manager Hector Nunez  
Address: Sheriff's Wireless Services Division  
5595 Overland Ave., Ste. 101  
San Diego, CA 92123  
Phone: 858-495-5379  
Fax: 858-694-3433  
E-mail: hector.nunez@sdsheriff.org

**4.4. Implementation Schedule**

County and Contractor agree to perform their respective responsibilities in accordance with the schedule for the Project (“Implementation Schedule”) to be preliminarily provided by the Contractor Project Manager and finalized at Detailed Design Review, subject to any agreed-upon Change Order. The Implementation Schedule shall set forth milestones beginning from the Effective Date. By executing this Agreement, County authorizes Contractor to proceed with the performance of the Project. No notice to proceed, purchase order, authorization or resolution, or other action is required for the performance of this Agreement to begin.

**4.5 Project Status Reports**

Every fourteen (14) calendar days commencing with the completion of Detailed Design Review, Contractor shall deliver project status reports that update the status of the Project to that date in all respects, identify any Project issues, and specify if any such issues will affect the Project schedule set forth in the Implementation Schedule. The COTR shall review and approve any modifications to the implementation schedule.

**4.6. Implementation Schedule Delays**

Successful performance of the Project will require cooperation between the parties. Because it is impractical to provide for every contingency that may arise during the course of performance of this Agreement, the parties agree to notify the other if they become aware of any condition outside their control that will significantly delay such performance. In such a case, the parties hereby agree to negotiate in good faith reasonable extensions of the Project caused by such conditions without undue delay of the completion of the Project.

**4.7. Excusable Delays**

If the performance of the Agreement, or of any obligation contained in it, is prevented, restricted or interfered with by reason of fire, explosion, epidemic, hailstorm, hurricane, tornado, cyclone, flood, power failure, war, revolution, civil commotion, acts of public enemies, blockade or embargo or any other circumstances beyond the reasonable control of the party affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction or interference (and the other party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such party’s obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance and both parties shall perform with dispatch whenever such causes are removed or ceased.

**PART II ACCEPTANCE**

**ARTICLE 5 - ACCEPTANCE PROCEDURE & STANDARD OF PERFORMANCE**

**5.1. Staging Acceptance**

Contractor shall propose a Staging Acceptance test plan which shall be mutually-agreed upon. Staging Acceptance will occur at Contractor's site located in Austin, Texas. Upon Staging Acceptance, the Equipment and Software will be shipped to County.

**5.2. Commencement of Acceptance Testing**

Contractor will provide to County at least thirty (30) days' notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

**5.3. System Acceptance**

System Acceptance will occur upon successful completion of the Acceptance Tests described in the Acceptance Test Plan. When System Acceptance occurs, the parties will memorialize this event by promptly executing a System Acceptance Certificate. After completion of the Acceptance Tests, if County believes that the System fails the Acceptance Tests, County will provide to Contractor a written notice that includes the specific details of such failure.

**5.5. Final Project Acceptance**

Final Project Acceptance will occur after System Acceptance and after receipt of the final System Documentation and all other Project deliverables. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by executing a Project Acceptance Certificate.

**5.6. Acceptance by County**

The COTR shall accept each Deliverable requiring Acceptance, including Factory Acceptance and System Acceptance, and Final Project Acceptance at such time as such Deliverable Conforms and may reject such Deliverables that fail to Conform.

**5.7. Acceptance Process**

Except as may be otherwise specified in this Agreement or in the then-applicable Implementation Plan, County shall have fifteen (15) business days ("Acceptance Period") to review acceptance test results for Staging Acceptance, System Acceptance and Final Project Acceptance and Accept such Deliverable(s) following successful completion of acceptance testing and/or confirmation of compliance of Deliverable with the associated requirements.

In the event that acceptance testing of any Deliverable reveals deficiencies in quality, functionality, performance or completeness of the deliverable, the COTR shall deliver to the Contractor a detailed list of all deficiencies ("Statement of Errors") found in that Deliverable. Contractor shall resolve all deficiencies and resubmit the Deliverable for re-testing on a schedule to be mutually determined by Contractor and the COTR. The scope and specific content of re-testing of any corrected Deliverable shall be defined by the COTR, to minimally include inspection and acceptance of remedial corrections and enhancements, up to and including full regression testing of a Deliverable component or the complete Deliverable as necessary to ensure Conformance. Except as may be otherwise specified in this Agreement or in the then-applicable Implementation Plan, County shall have ten (10) business days ("Acceptance Period") to review acceptance re-testing results for any corrected Deliverable and Accept such Deliverable following confirmation of compliance of Deliverable with the associated requirements.

Without limiting the foregoing, County may conduct Acceptance Tests or otherwise evaluate the applicable Deliverable for the purpose of determining the impact of such Deliverable on other and further Deliverables hereunder, including without limitation interdependencies for the purpose of determining the impact on related components of the System.

Notwithstanding any provision of this Agreement to the contrary, however, failure by the County to provide an Exception Report within the applicable time period permitted under this Agreement shall not be deemed to constitute Acceptance.

**5.8. Correction of Errors and Remedies**

If, after conducting the applicable Acceptance Test or other informal review process, the COTR notifies Contractor that a Deliverable, or any unit or component thereof, still does not Conform on a second delivery, then:

**5.8.1.** The COTR and Contractor's Representative shall meet and attempt to mutually agree upon one or more of the following remedies within ten (10) business days of COTR's delivery of such notice: (i) to extend the correction period for a mutually agreeable time; (ii) to revise the Specifications in a mutually agreeable manner with respect to the particular nonconformance; (iii) if approved by the County Director of Purchasing and Contracting, to reduce the Contract Price attributable to the particular Deliverable, or unit or component thereof upon mutual agreement between County and Contractor; (iv) require Contractor to commit the necessary additional Resources to cause the Deliverable, or unit or component thereof to Conform; or (vi) such other remedies as COTR and Contractor's Representative shall agree upon. In preparation for this deficiency resolution process, COTR may require Contractor to provide a deficiency resolution proposal, plan and schedule.

**5.8.2** If approved by the County Director of Purchasing and Contracting and written notice provided to Contractor, County may defer payment for the particular Deliverable.

**5.8.3.** The failure by Contractor to deliver an acceptable Deliverable within the then-current Implementation Plan or extension agreed-upon by County and Contractor may provide a basis for the County to assess performance penalties or declare a breach of this Agreement in accordance with the Provisions of Sections 13.1, "Termination for Default."

**5.8.4** To the extent a rejected Deliverable, or unit or component thereof has interdependencies with the rest of the System then Contractor shall propose, subject to COTR's reasonable approval, corresponding changes to the Specifications for the rest of the System affected by such rejected Deliverable, or unit or component thereof, using the Change Order process described in Section 14.4 ("Change Order Process").

**5.9 Issuance of Acceptance Certificate**

Upon the COTR's determination that any particular Deliverable requiring Acceptance including Staging Acceptance, System Acceptance, and Final Project Acceptance conforms with the applicable Specification, COTR shall issue to Contractor a written acceptance certificate ("Acceptance Certificate") for such Deliverable or unit or component thereof in a form reasonably determined by COTR.

**5.10 Delays in Acceptance**

Time is of the essence. Contractor shall be responsible for providing Deliverables that are fully compliant with the Specifications. Contractor acknowledges Contractor's sole responsibility for implementation program delays resulting from delivery of incomplete or nonconforming Deliverables caused by the fault of Contractor.

**5.11 Forced Rejection**

In order to avoid a forced rejection by the COTR, from time to time and at any time during this Agreement when the County or COTR is required to respond to Contractor within a specified time frame, County can request an extension and Contractor shall not unreasonably withhold permission for such extension of time. However, any such extension of time granted shall concurrently extend all impacted Milestones set forth in the Implementation Plan on a day-for-day basis or as mutually-agreed upon by County and Contractor.

**PART III OWNERSHIP OF SOFTWARE RIGHTS & WARRANTIES**

**ARTICLE 6 – RESERVED**

**ARTICLE 7 - OWNERSHIP OF SOFTWARE RIGHTS AND INTELLECTUAL PROPERTY INDEMNIFICATION**

**7.1 Representations and Warranties**

Contractor represents and warrants, each time it delivers Software to County, that such Software (a) is original and created solely by Contractor or (b) if not original to Contractor, Contractor has contract rights to use such Software in an environment such as County's and to assign such Software in accordance with the terms of this Article ("Ownership of Software Rights").

**7.2 System Software License See Exhibits F and G, Contractor's Software License Agreement.**

**7.3 Intellectual Property**

Notwithstanding any language contained in this Agreement to the contrary, any invention, discovery, proprietary information, maskwork, software, System, data or report not otherwise transferred under specific terms contained in this Agreement, shall be the sole property of the Contractor. All rights, title, and interest in any patents, copyright, trade secrets, trademarks, maskwork or other intellectual property not transferred under specific terms contained in this Agreement shall be the sole property of Contractor.

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**7.4 Intellectual Property Indemnification**

Contractor shall report to County, promptly and in reasonable written detail, any actual or asserted patent, copyright or other intellectual property infringement of which Contractor has knowledge which could adversely impact the County's rights, including but not limited to County's rights to use the equipment or systems provided hereunder, or any portion thereof, in the manner and to the full extent contemplated by this Agreement.

Contractor shall defend with counsel satisfactory to County and shall indemnify, and hold County harmless, at Contractor's expense, against any claim, suit, proceeding, demand, liability, loss, damage or expense (including but not limited to reasonable attorneys' fees) arising from or relating to an asserted claim that any work performed or any portion of the equipment or systems provided under this Agreement infringes on a copyright, a creator's right to control his or her work (so-called "moral right"), trademark, trade secret, issued patent, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section 8.11, County shall have the right to employ counsel at its own expense for, and assist in the defense of, any claim.

**ARTICLE 8 - WARRANTY**

**8.1 General Performance Warranty**

Contractor warrants that (i) the System, together with all Software provided by it under this Agreement, shall meet the Specifications therefor; (ii) the services performed by it under this Agreement shall be performed in accordance with the skill and care which would be executed by qualified personnel who are knowledgeable, trained and experienced in rendering services for the purpose of implementing the System; and (iii) that each item of System Software Conforms to the Specifications for a period of two (2) years from Final Project Acceptance unless extended as set forth in Section 8.9 (the "Extended Warranty").

**8.2 Contractor Representation**

Unless Contractor expressly states otherwise in its Technical Proposal, where functional requirements were expressly stated as part of the requirements of the RFP, Contractor, by responding, represents that in its opinion the System proposed meets those requirements.

**8.3 Specific Warranty of Security and Privacy**

The System or higher System shall include restricted data access through the use of "passwords."

**8.4 System Operating Software Version**

Contractor shall provide, as a component of the System Warranty, software and firmware upgrades to the County at no additional charge, so that at the end of the Warranty Period, the System is operating at the then-most current Operating System Version.

**8.5 Reserved.**

**8.6 Warranty of Hardware Specifications.**

Contractor warrants that the Hardware specified in its Technical Proposal will allow the System to perform in accordance with Exhibit A..

**8.7 System Warranty. See attached Exhibit D.**

**8.8 Warranty of Services.**

Contractor warrants that qualified personnel are employed for the purpose of integrating the System with the County's public safety communications systems, including recommendations relating to hardware sizing, configuration and configuration analysis, installation requirements, integration requirements and set-up.

**8.9 Extended Warranty. See attached Exhibit D.**

**ARTICLE 9 - REMEDIES FOR BREACH OF WARRANTY**

**9.1 General Warranty of Performance**



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Contractor warrants that it shall remedy all Errors that do not Conform with the applicable Specifications in accordance with the CONTRACTOR System Warranty attached hereto as Exhibit D.

PART IV – STANDARD CLAUSES, CONTRACT  
MANAGEMENT & ADMINISTRATION

**ARTICLE 10 - PROGRAM MANAGEMENT**

**10.1 Independent Contractors**

The parties are each independent contractors and neither party shall be nor represent it to be, an agent, or party of any nature authorized or empowered to act on the behalf of the other parties. Neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of County. Neither party is granted any right or authority to bind the other party on any matter whatsoever, including but not limited to the right or authority to obligate the other party to enter a transaction at any time with any third party. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or Subcontractors; to support any such person's or entity's claim against Contractor or other parties; or to defend Contractor against any such claim. Contractor shall perform its obligations under this Agreement according to Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave. Contractor shall indemnify and hold County harmless from all claims whatsoever arising out of the demands of employees, Subcontractors or suppliers of Contractor solely based upon Contractor's performance of this Agreement.

**10.2 Contractor Employees and Subcontractors**

**10.2.1 County Acceptance of Contractor Employees and Subcontractors**

Other than those resumes provided in the Technical Proposal, Contractor shall furnish to County in writing the name and resume of each employee of Contractor, and any Subcontractor proposed for any portion of the Project (collectively, "Contractor Personnel") not less ten (10) business days prior to any such Contractor Personnel having access to County facilities, to include radio sites, and to the County microwave radio system. County shall have ten (10) business days from receipt, after due investigation, to object to any such proposed Contractor Personnel. County may perform background investigation as described below on any such Contractor Personnel. If County objects to any such Contractor Personnel after due investigation and upon reasonable ground Contractor shall not utilize or contract with such Contractor Personnel in connection with this Agreement and shall submit a substitute to whom County has no objection, subject to the same approval process described in this Section. There shall be no further appeal of the County's determination on the matter.

**10.2.2 Acceptance During Course of Performance**

County shall provide the Contractor's Representative with written notice of unsatisfactory Contractor Personnel, and attempt to resolve any problems prior to exercising its right to request removal of such Contractor Personnel. Contractor shall promptly replace any Contractor Personnel who continues to perform unsatisfactorily or who County identifies as not satisfactory to County.

**10.3 Contracting Officer/Administration**

County designates the Director, Department of Purchasing and Contracting to be the contracting officer ("Contracting Officer") for this Agreement; the Contracting Officer shall execute this Agreement on behalf of County, and is the only County official authorized to make any changes to this Agreement. The County has designated the following individual as the Contracting Officer's Technical Representative ("COTR"):

Sue Willy  
Manager, Wireless Services Division  
San Diego Sheriff's Department  
5595 Overland Avenue, Suite 101  
San Diego, CA 92123  
Phone: 619.694.3663; Fax; E-mail: suewilly@sdsheriff.org

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And, on behalf of Contractor by Contractor's Representative, who is designated as:

Steve Verrando  
Sr. Territory Manager  
5200 Great America Pkwy, Santa Clara, CA 95054  
Phone: (949) 707-2710; fax: (408) 567-2206; E-mail: steve.verrando@aviatnet.com

Contractor warrants that Contractor's Representative has full authority to act for Contractor hereunder. Contractor's Representative(s) will be responsible for overseeing all obligations of Contractor under this Agreement and any Tasks, and will be directly responsible for responding to the COTR at all times during the term of this Agreement.

**10.4 Subcontractors**

Any part of the Project performed for Contractor by a Subcontractor shall be pursuant to a written subcontract between Contractor and such Subcontractor. Each such subcontract shall:

- i. Require Contractor to assume complete responsibility for management and supervision of the Subcontractor in connection with the Project, and to cause the Subcontractor to perform all work and to supply all materials in accordance with the standards of care and diligence normally practiced and recognized by firms in performing services of a similar nature in existence at the time of performance.
- ii. Provide that at County's election, such Subcontract will be deemed assigned by to County, provided that such assignment shall be effective only (i) upon termination of this Agreement as a result of a default by Contractor prior to completion of work by Contractor; and (ii) notification of the assignment by County.
- iii. Require that the portion of the Project assigned to such Subcontractor be performed in accordance with the requirements of this Agreement and, to the extent applicable, include provisions of this Agreement in such subcontract; Contractor shall specifically include the provisions pertaining to termination contained in Article 13 ("Termination and Default") in each such subcontract, to the end that Contractor and its assignees shall have the rights therein set forth with respect to each Subcontractor.
- iv. Require the Subcontractor to carry and maintain comprehensive general liability and other types of insurance in accordance with Article 16 ("Insurance").
- v. Include all provisions required to be included in subcontracts pursuant to the grant agreement FY2013 Homeland Security Grant Program, Grant No. 2013-00110, including, without limitation, those provisions of Article 19 below.

Unless a subcontract is assigned in accordance with the provisions hereof, no contractual relationship shall exist between County and any Subcontractor. Contractor shall be solely responsible for the management of each Subcontractor in connection with the Project.

**10.5 Compliance by Subcontractors**

Use of a Subcontractor by Contractor shall not relieve Contractor of any of its duties hereunder. If any portion of the Project, which has been subcontracted by Contractor, is not executed in accordance with this Agreement, on request of County, the Subcontractor shall be replaced at no additional cost to County and shall not be employed again on the Project.

**10.6 Key Employees**

Contractor acknowledges that any personnel assigned to the Project will be intimately involved in the System development and that certain Resources of Contractor must be committed to the Project. Contractor acknowledges that County is relying on Contractor's expertise in designating the nature and extent of the Contractor's personnel who will be involved in the Project. In Contractor's Technical Proposal, Contractor has provided to County the resumes of key employees ("Key Employees") who Contractor commits to dedicate to the Project. Contractor shall not remove any such listed Key Employee from the Project without the consent of County, which shall not be unreasonably withheld. Such consent shall be deemed given in the event of voluntary or involuntary termination of such Key Employee from Contractor's employment; provided, however, that any replacement of such terminated Key Employees shall first be approved by the COTR. Contractor shall provide those Contractor Resources to the Project at the times and for the duration specified in the Implementation Plan. Upon execution of this Agreement, Contractor shall provide to County a direct telephone number, pager number, "fax"

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number and e-mail address for Contractor's Representative. Contractor's Representative shall use reasonable efforts to respond to any such communication from County no later than twenty-four (24) hours following transmittal.

**10.8 Progress Status Meetings**

The County's Project Manager and other County Personnel, as appropriate, will meet biweekly during the Project with Contractor's Project Manager and other representatives to review the Project performance. At these meetings the Project Manager will apprise Contractor of how the County views Contractor's performance and Contractor will apprise the County of problems, if any, being experienced. Contractor shall also deliver a Status Report which will include without limitation (i) notification of work being performed or planned to be performed, if any, that Contractor considers to be over and above the requirements of the Agreement, (ii) work completed since the previous Status Report, (iii) problems encountered, (iv) projected solutions, (v) near term activities, (vi) Milestone status and (vii) contract issues. The Status Reports delivered at the progress meetings will not be considered a "Deliverable" hereunder subject to the Acceptance Procedures. The COTR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The COTR is not authorized to change any terms and conditions of the Agreement. Only the Contracting Officer issuing a properly executed Change Order modification with mutual written agreement of Contractor will make changes to the scope of work.

**10.9 Inspection of Services**

All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to reasonable inspection by the County at all times during the term of the Agreement. Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector, in accordance with the Acceptance procedures set forth in Article 5 ("Acceptance Procedures") to determine Contractor's conformity with the Specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with the performance of Contractor Personnel.

**ARTICLE 11 - COMPLIANCE WITH LAWS AND REGULATIONS**

**11.1 Compliance with Laws and Regulations.** Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and County laws and regulations.

**11.2 Contractor Permits and License.** Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

**11.3 Equal Opportunity.** Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

**11.4 Affirmative Action.** Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COTR or from the County of San Diego Internet web-site ([www.co.san-diego.ca.us](http://www.co.san-diego.ca.us)).

**11.5 Drug and Alcohol-Free Workplace.** The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.

11.5.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:

11.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

11.5.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

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- 11.5.1.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 11.5.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 11.5.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 11.6 Board of Supervisors' Policies.** Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements.
- 11.7 Cartwright Act.** Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 11.8 Hazardous Materials.** Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 11.9 Cal OSHA.** As applicable, all services furnished under this Agreement shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.
- 11.10 Debarment and Suspension.** Contractor certifies that it, its principals, its employees and its subcontractors:
- 11.10.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 11.10.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making

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false statements, or receiving stolen property;

- 11.10.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 11.10.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

**11.11 Labor Code/Prevailing Wage and Release of all Related Claims.**

- 11.11.1 Contractor shall carry out its obligations under this Agreement in conformity with all applicable federal and state labor laws (including, without limitation, if applicable, the requirement under California law to pay prevailing wages and to hire apprentices). Contractor shall be solely responsible for determining and effectuating compliance with such laws, and the County makes no representation as to the applicability or non-applicability of any such laws to the services required under this Agreement. Contractor hereby expressly acknowledges and agrees that the County has not previously represented to the Contractor or its subcontractor(s), in writing or otherwise, whether the services required under this Agreement do or do not constitute a "public work" as defined by Section 1720 of the Labor Code. Contractor hereby agrees that Contractor shall have the sole obligation to provide any and all disclosures or identification as required by Labor Code section 1781 and any other similar law, as the same may be amended from time to time, if applicable.
- 11.11.2 Contractor shall indemnify, protect, defend and hold harmless County its officers, directors, agents and employees, with counsel acceptable to County, from and against any and all present and future claims, losses, liabilities, damages, costs, expenses and/or "increased costs" (including reasonable attorney fees, court and litigation costs, and fees of expert witnesses) arising out of or in any way connected with Contractor's obligation to comply with requirements of the Department of Industrial Relations in accordance with California Labor Code, and all other applicable federal, state and local laws and regulations pertaining to labor standards and payment of prevailing wage, including all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726 and 1781, or any other applicable law, as the same may be amended from time to time. "Increased costs" as used in this paragraph shall have the meaning ascribed in Labor Code section 1781, or any other similar law, as the same may be amended from time to time. The foregoing indemnity shall survive termination or expiration of this Agreement.
- 11.11.3 (a) Contractor for itself, its agents, assigns and related entities, fully releases, acquits and discharges County, its officers, directors, agents and employees, from all rights, claims, demands, actions or causes of action which Contractor now has or may have against County arising out of or in any way related to Contractor's obligation, if any, to comply with requirements of the Department of Industrial Relations in accordance with California Labor Code, and all other applicable federal, state and local laws and regulations pertaining to labor standards and payment of prevailing wage in connection with Contractor's performance of this Agreement.
- (b) The release as detailed in this Section 8.10 is intended as a full and complete release and discharge of any and all such claims, that Contractor may or might have against County or its agents, as of the date of this release. In making this release, Contractor intends to release County, its officers, directors, agents and employees, from any liability of any nature whatsoever for any claim or injury or for damages or equitable or declaratory relief of any kind, whether the claim, or any facts on which such claim might be based, is known or unknown to the party possessing the claim. Contractor expressly waives all rights under Section 1542 of the Civil Code of the State of California, which Contractor understands provides as follows:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.*
- (c) Contractor acknowledges that it may hereafter discover facts or law different from, or in addition to, those which it now believes to be true with respect to the release of claims. Contractor agrees that the foregoing release shall be and remains effective in all respects notwithstanding such different or additional facts or law or any party's discovery thereof.

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(d) No party to this Agreement, nor its employees or agents, have made any statement or representation to any other party regarding any fact relied upon in entering into this Agreement, and each party expressly states it does not rely upon any statement, representation or promise of any other party or related entities in executing this Agreement, except as is expressly stated in this Agreement. Each party to this Agreement has made such investigation of the facts pertaining to this Agreement, and of all other matters pertaining thereto, as it deems necessary. Additionally, each party to this Agreement is represented by counsel and has sought the advice and assistance of counsel before entering into this Agreement.

**11.12 Compliance with County Administrative Code Section 67**

Contractor shall comply with Section 67 of the County Administrative Code, which stipulates that County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

**11.12.1** Persons employed by the County or by public agencies for which the Board of Supervisors is the governing body.

**11.12.2.** Profit-making firms or businesses in which employees described in sub-section (a) serve as officers, principals, partners, or major shareholders.

**11.12.3.** Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by this Agreement, and (2) participated in any way in developing this Agreement.

**11.12.4.** Profit-making firms or businesses in which the former employees described in sub-section (c) serve as officers, principals, partners or major stockholders.

**11.13 Conduct of Contractor**

**11.13.1** Contractor agrees to inform the County of all Contractor's interests, if any, which are or which Contractor believes to be incompatible with any interests of the County.

**11.13.2** Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

**11.13.3** Either party shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with this Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

**11.13.4** Contractor shall not offer, directly or indirectly, gifts, gratuity, favors, and entertainment to the County or employees thereof.

**11.14 Interest of Contractor**

Contractor covenants that it presently has no interest, including but not limited, to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

**ARTICLE 12 – PRICING AND PAYMENT**

**12.1 Contract Price.**

Except as is provided in the Change Order Process under Article 14 ("Changes") and the annual charge described in Section 12.5 ("Maintenance"), Contractor shall complete the Project including providing all Hardware, Software, development services and Deliverables required by this Agreement, for the fixed maximum price of **\$8,193,767.40** (the "Contract Price") plus potential options for and equipment, deployment services, parts, technical support, training, software services for a maximum price of \$12,500,000.00.

**12.2 Liquidated Damages**

**12.2.1** If any Deliverable identified in subsection 12.4.2 is not achieved by the date set forth on the then current Implementation Plan or such further extension as mutually agreed-upon by County and Contractor, such failure will interfere with the proper implementation of County's plans and will negatively impact County's

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business processes, and will result in loss and damage to County. As it would be impracticable to fix the actual damage sustained in the event of any such failure(s), if applicable, to achieve the Deliverable, the Parties agree that in the event of any such failure(s), the amount of damage that will be sustained by County will be an amount equal to one percent (1%) of the payment otherwise due to Contractor for the achievement of that Deliverable set forth on the Payment Schedule for each calendar day after the scheduled due date that the subject Milestone or other Deliverable is not achieved, subject to the limitation set forth in subsection 12.2.2 below (the "Liquidated Damages"). The Parties agree that, in the event of the failure to achieve a Deliverable by the scheduled date, Contractor shall pay to County the amount of the Liquidated Damages. Contractor shall pay accrued, unpaid Liquidated Damages (if any) to County from time to time within three (3) business days after receipt of notice and demand for payment thereof from County. Contractor may in its discretion offset against any payments otherwise due to Contractor the amount of any Liquidated Damages accrued and owing to County.

12.2.2 Liquidated Damages pursuant to this Agreement shall not accrue for delays caused by Force Majeure or such other excusable delays caused by Contractor or such delays caused by County.

**12.3 Favored Customer**

During the performance period of this Agreement, the maximum price for the items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

**12.4 Payment Terms**

**12.4.1** No payment shall be required hereunder for the accomplishment of the Deliverables set forth in Section 12.4.2 unless and until the County shall have accepted such Deliverable which shall not be unreasonably withheld. Payments shall be made according to the schedule provided in Section 12.4.2.

**12.4.2.** The Contract Price shall be earned and invoiced in the following Milestones:

- 1) Fifteen (15) percent of total services price, **\$336,925.51** upon receipt of the initial Implementation Plan.
- 2) Twenty Five (25) percent of total services price, **\$561,542.51** upon completion of Detailed Design Review.
- 3) 100 percent of total equipment price (Hardware and Software and Warranty) including sales tax, **\$5,972,597.36** upon delivery to and inventory by County,
- 4) Equipment trade in credit (25,000). Contractor shall credit the County by issuing a CREDIT MEMO in the amount of \$25,000 upon receipt of removed equipment.
- 5) Thirty (30) percent of total services price, **\$673,851.01** upon System Acceptance.
- 6) Thirty (30) percent of total services price upon **\$673,851.01** Final Project Acceptance.

**12.4.3** Contractor shall issue County invoices in accordance with the Milestones set forth above and shall be due and payable net (30) days from invoice date.

**12.4.4** Except as may be agreed pursuant to the Change Order Process under Article 14 ("Changes"), County shall have no obligation to pay more than the Contract Price described in this Article, and Contractor will be responsible for all costs incurred in connection with the Project. Notwithstanding anything to the contrary set forth herein, County shall have no obligation to make the final payment hereunder until all training, Documentation and services required of Contractor shall have been performed and delivered.

**12.4.5** Freight, Title and Risk of Loss. All freight charges, transportation costs and insurance will be pre-paid by Contractor. Title to the Equipment shall pass to County upon delivery. Risk of loss shall pass to County upon delivery.

**12.5 Maintenance**

Contractor shall provide warranty maintenance, support and software support services as set forth in Contractor's System Warranty – *Exhibit D* for seven (7) years from Final Project Acceptance. Additional support services may be purchased at Contractor rates as per *Exhibit C* in accordance with the terms provided on *Exhibit C*.

**12.6 Exhibit C Options Pricing.** For *Exhibit C*, Table C.6 Future Dispatch Spur Links Options and Table C.7 Future RCS Imperial County Options, all equipment prices are firm for five (5) years. All prevailing wage services must be tied to

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the current prevailing wage, pursuant to section 11.11 of this Agreement. All non-prevailing wage service prices are firm for two (2) years, and years 3 – 5 may increase with an increase in the Quarterly Census of Employment and Wages (QCEW) program, published by the Bureau of Labor Statistics, U.S. Department of Labor.

**12.7 Disallowance**

In the event the Contractor receives payment under this Agreement which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract it may have with the County.

**12.8 Availability of Funding**

Pursuant to California law, the County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment, and no legal liability on the part of the Contractor shall arise for the discontinuance of Work pursuant to the Agreement, beyond June 30 of the calendar year unless funds are made available for such performance. County agrees to make an appropriate request for funds for this project.

**12.9 One-Time Funding**

Contractor acknowledges that this Agreement is partially funded by federal grant funds, and that the County will lose such funding if it is not expended by December 30, 2014. Therefore, the parties agree that if the Contractor fails to deliver all equipment specified in the System equipment list contained in the final Technical System Design Document to the County by December 30, 2014, that the Contractor shall invoice the County for such pro-rata share of the respective Milestone payment by December 30, 2014 and that any remaining amount of the Milestone payments or portion thereof not invoiced shall constitute the amount of damages incurred by the County for such failure. Furthermore, notwithstanding anything to the contrary contained in this Agreement, in no event shall County be liable to reimburse the Contractor for any System equipment received after December 30, 2104.

**ARTICLE 13 – TERMINATION**

**13.1 Termination For Default.**

Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor 10 days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

**13.2 Full Cost Recovery Of Investigation And Audit Costs**

Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.



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**13.3 Termination for Convenience**

The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:

- 13.3.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 13.3.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 13.3.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 13.3.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
  - 13.3.4.1 Improperly submitted claims, or
  - 13.3.4.2 Any failure to perform the work in accordance with the Statement of Work, or
  - 13.3.4.3 Any breach of any term or condition of the Agreement, or
  - 13.3.4.4 Any actions under any warranty, express or implied, or
  - 13.3.4.5 Any claim of professional negligence, or
  - 13.3.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

**13.4 Remedies Not Exclusive.**

The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**13.5 Audit and Inspection of Records**

In the event of termination, County shall have the right to audit and inspect Contractor status reports, invoices and external correspondence that pertain directly to Contractor's performance of its duties pursuant to this Agreement, but excluding information related to cost or profit or attorney-client privilege. Upon reasonable written request therefor from County, Contractor shall make such records available in the County of San Diego, California during regular business hours, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment to Contractor under this Agreement, or, if this Agreement is terminated pursuant to the provisions of this Article 13 ("Termination") then such records shall be made available for County's inspection for (i) three (3) years from the date of such termination, or (ii) until any litigation, appeal or claim submitted to mediation or arbitration arising out of such termination shall have been finally adjudicated or settled, whichever is longer.

**13.6 Suspension of Work**

- 13.6.1 The County, through its County Purchasing and Contracting officer may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Project for such period of time as he or she may reasonably determines to be appropriate for the convenience of the County.
- 13.6.2 Reserved
- 13.6.3 Reserved
- 13.6.4 If the performance of all or any part of this Project is, for any period of time, suspended, delayed or interrupted by an act of the contracting officer in the administration of this Agreement, or by his failure to act within the time specified in this Agreement, or by his failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made in the Contract Price for any increase in the cost of performance of this Agreement (excluding profit) necessarily caused by such suspension, delay or interruption and the Agreement modified in writing according to the Change Order Process set forth in Article 14. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or

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negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

13.6.5 No claim under this clause shall be allowed unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under this Agreement.

13.7 **Reserved.**

**ARTICLE 14 – CHANGES**

**14.1 Variations in Specifications**

The County reserves the right to waive a variation in the Statement of Work if, in the opinion of the COTR, such variation does not materially change the item and its performance remains within parameters acceptable to the County.

**14.2 Change Order**

Either party may at any time, by written request, propose changes within the general scope of this Agreement, in the scope of work described in the Specifications, in the definition of services to be performed, the time (e.g., hours of the day, days of the week, etc.) and place of performance thereof or in any other aspect of Contractor's work hereunder. Any such requested change order ("Change Order") shall be subject to the Change Order Process more particularly described in this Article 14 ("Changes"). The parties acknowledge that the intent of the Change Order Process is to provide an equitable adjustment in the Contract Price, in the Implementation Plan, or both, and upon acceptance according to the Change Order Process, this Agreement is modified accordingly.

**14.3 Disputes Regarding Scope of Work**

In the event that Contractor believes that any particular work is outside the scope of work described in the Statement of Work, or in the event that County believes that any particular work hereunder is within the scope of work described in the Statement of Work, but the other party disagrees, then the parties shall use the Change Order process as a means of agreeing upon the value of the disputed work and the impact, if any, on the Implementation Plan. Such agreement by the parties, if any, with respect to such value and impact on the Implementation Plan shall not be construed as an acknowledgement by either party that the work is or is not within the scope of work described in the Specifications, but rather shall be binding on the parties with respect to value and impact, if and to the extent that there is a determination that such work was outside the scope of work described in the applicable specifications and that Contractor is therefore entitled to payment therefor. However, nothing in this clause shall excuse Contractor from proceeding with the Project nor shall it permit Contractor to suspend performance pending resolution of the dispute, provided that County instructs Contractor in writing to proceed with work on the disputed work.

**14.4 Change Order Process**

**14.4.1 Submission**

County may submit to Contractor a Change Order request from time to time during the term of this Agreement. Not more than ten (10) business days from the date of such Change Order request, Contractor shall complete and return to County a proposed Change Order, which shall contain, at a minimum, a written price estimate based on Contractor's rates and charges set forth in Exhibit C Article 12, "Pricing Schedule," for each Change, a complete itemization of all components of such price estimate, any proposed adjustment in the Contract Price, any proposed adjustment in the Implementation Plan, and any impact on Resource requirements applicable thereto. Contractor shall not be reimbursed for the costs incurred by it to prepare to a proposed Change Order, including price estimates. County's COTR may not approve such proposed Change Order or agree to any price adjustment in this Agreement; such approval and agreement may only issue from the County's Director of Purchasing and Contracting, or his or her designee, by means of a mutually-agreeable and properly executed Change Order. If the County approves the Change Order in accordance with the foregoing with agreement by Contractor, evidenced by the execution of the applicable proposed Change Order by the Contractor, COTR and by the County Purchasing and Contracting Officer, Contractor shall perform the work as described in such Change Order and any adjustment to the Contract Price and/or the Implementation Plan approved in the Change Order shall become effective.

**14.4.2 Initiation by Contractor**

Contractor may initiate Changes by advising County in writing that in Contractor's opinion a Change is necessary, including without limitation if Contractor believes that any item or unit is not included within the scope of the

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Statement of Work or for any Change it deems necessary for performance under this Agreement. If the County agrees that the requested Change is required, then the County shall request Contractor to submit a proposed Change Order, and the process shall be handled as if initiated by County in accordance with subsection 14.4.1 above.

**14.4.3 Affected Specifications**

To the extent a requested Change Order has interdependencies with the rest of the System, Contractor shall, concurrently with the submission of the proposed Change Order, propose corresponding changes to the Specifications for the rest of the System affected by such requested Change Order. Such interdependencies shall include, without limitation Deliverables impacts on the Implementation Plan, schedule, training, documentation, Milestones performance, Resources, data conversion, users, and all other aspects of the Project, as reflected in the Implementation Plan.

**14.5 Effect of Change Orders**

County assumes no obligation to pay for changes performed without prior written approval through the Change Order Process described in this Article. As a condition to payment, individual invoices for each approved Change Order must be submitted to County within thirty (30) days of performance of work pertaining to such Change Order and payment shall be made in accordance with the provisions of such Change Order. Except for any agreed upon adjustment to the Contract Price or Implementation Plan set forth in a Change Order, all terms of this Agreement shall apply to any approved Change. No Change in the scope of work made pursuant to this section shall result in any delay in a Milestone unless such delay is set forth and approved in the Change Order. No adjustment to the Contract Price shall be allowed, whether equitable or otherwise, nor any price estimate submitted to County in connection with any change, except in accordance with the procedure described in this Article 14 ("Changes"). Except as provided in this Article 14 ("Changes"), no course of conduct between the parties, nor express or implied acceptance of any Change, and no claim that County has been unjustly enriched by any alteration or addition to the scope of work shall be the basis of any claim for an increase in the Contract Price, or a change in the Implementation Plan or the Specifications.

**ARTICLE 15 - INDEMNITY**

County shall not be liable for, and Contractor shall defend, indemnify and hold County harmless from, any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County or its agents or employees. However, Contractor shall have no obligation to defend or indemnify County from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County or its agents or employees.

**ARTICLE 16 - INSURANCE**

Without limiting Contractor's indemnification obligations to County, Contractor shall provide and maintain, during the duration of this Agreement and for such other period as may be required herein, at its sole expense, insurance in the amounts and form described in Exhibit B - Insurance Requirements, attached hereto.

**ARTICLE 17 - REPORTS, RECORDS AND OTHER PRINTED OR WRITTEN MATERIALS**

**17.1 Audit and Inspection of Records**

County shall have the right to audit and inspect those books, records and documents of Contractor, and other data in the possession of Contractor, which pertain directly to Contractor's performance of its duties pursuant to this Agreement. Contractor shall cause to be delivered to County all records relating to travel expenses claimed and training Deliverables. Upon reasonable written request therefor from County, Contractor shall make other Project records available to the COTR at a location in San Diego County, California during regular business hours, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment to Contractor under this Agreement, or, if this Agreement is terminated pursuant to the provisions of Article 13, above, then such records shall be made available for County's inspection for (i) three (3) years from the date of such termination, or (ii) until any litigation, appeal or claim submitted to mediation or arbitration arising out of such termination shall have been finally adjudicated or settled, whichever is longer.

**17.2 Confidentiality**

Contractor acknowledges that information provided by it to County, including Confidential Information, may be subject to a request under the California Public Records Act. Should County receive such a request for disclosure of information, County will comply with the requirements under the California Public Records Act. If County receives a request for Contractor's

Confidential Information, County will notify Contractor of the request. Contractor shall, within five (5) calendar days of such notice, notify County if Contractor objects to the disclosure of the requested Confidential Information. If Contractor objects to the disclosure of the information, Contractor shall set forth the legal basis of its objection. County will withhold the information and Contractor shall indemnify and hold harmless County to the fullest extent allowable by law and in accordance with the requirements of Article 15 of this Agreement.

## **ARTICLE 18 - GENERAL PROVISIONS**

### **18.1 Assignment**

Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written prior concurrence of the COTR.

### **18.3 Right to Acquire Equipment and Services**

Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

### **18.4 Construction**

The parties to this Agreement acknowledge that it has been read and approved by counsel for both parties and that it represents the result of the arms length negotiations of the parties. In the event of disagreement as to the meaning of any term of this Agreement, it shall be construed on the basis of its plain meaning and as if it had been jointly drafted by the parties to this Agreement.

### **18.5 Entire Agreement**

This Agreement, together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

### **18.6 Exhibits**

All exhibits referred to herein are attached to this Agreement and incorporated herein by reference.

### **18.7 Further Assurances**

The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

### **18.8 Governing Law**

Except where preempted by Federal law, this Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

### **18.9 Headings**

The captions and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

### **18.10 Modification and Waiver**

Except as otherwise provided in Article 14, "Changes" above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

### **18.11 No Other Inducement**

The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements warranties or agreements other than those expressed herein.

### **18.12 Notices**

Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed

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received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be.

County:           Manager, Sheriff Wireless Division  
                      San Diego County Sheriff's Department  
                      5595 Overland Avenue, Suite 101  
                      San Diego, CA 92123  
                      Phone: 858.694.3663

With a copy to:  Department of Purchasing & Contracting  
                      5560 Overland Avenue, Suite 270  
                      San Diego, CA 92123  
                      Phone: 858.505.6367

Contractor:       Contracts Manager, Legal Department  
                      Aviat U.S., Inc.  
                      5200 Great America Parkway  
                      Santa Clara, CA 95037

Either party may change its address for notice by delivering written notice to the other party as provided herein.

**18.13   Severability**

If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**18.14   Successors**

Subject to the limitations on assignment set forth in Section 18.1, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors-in-interest, and assigns.

**18.15   Time**

Time is of the essence of each provision of this Agreement.

**18.16   Time Period Computation**

All periods of time, as referred to in this Agreement, shall include all Saturdays, Sundays and County holidays, unless the period of time specifies business days; provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or Contractor, State or national holiday, such act or notice may be timely performed or given on the next succeeding day, which is not a Saturday, Sunday or State or national holiday.

**18.17   Waiver**

The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

**18.18   Public Agency Participation**

It is intended that any other public agency (e.g. city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County or Imperial County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Diego County or Imperial County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery

**COUNTY CONTRACT NUMBER 547601  
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point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

**18.19 Performance Bond**

To secure State or federal grant funding, the County may direct the Contractor to obtain a performance bond to ensure the performance of all or a portion of the Contract within a specified period of time after payment by the County. Within 10 business days of such a request by the County, the Contractor shall obtain and deliver to County a performance bond in the form and amount specified by the County.

**ARTICLE 19 – FEDERAL GRANT FUNDING REQUIREMENTS**

Contractor is advised that partial funding for this Agreement is provided by the Homeland Security Grant Program (“Grant”). Contractor shall comply with all applicable Grant requirements, including, without limitation, the following:

- 19.1 Contractor shall take the affirmative steps listed in 44 CFR 13.36(c)(2)(i)-(v) to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- 19.2 Contractor shall provide access to the County, the federal granting agency, the State of California granting agency, the City of San Diego, the Comptroller General of the United States, and any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- 19.3 Contractor shall retain all records pertaining to this Agreement for three years after the County makes final payments and all other pending matters are closed.
- 19.4 Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 19.5 Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 19.10 Pursuant to 44 CFR 13.36(i)(7), County hereby notifies Contractor that the U.S. Department of Homeland Security requires the County to submit financial, progress, and strategy implementation reports for all U.S. Department of Homeland Security funded projects in accordance with Homeland Security Grant Program Guidance.

This Agreement shall be effective as of the date of its approval by County.

**COUNTY OF SAN DIEGO**  
By: *John M. Pellegrino*  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

**AVIAT U.S., INC.**  
By: *Kevin Howers*  
NAME *Kevin Howers*  
TITLE: *VP FINANCE*

Date: *2/13/2014*

Date: *February 13, 2014*

APPROVED AS TO FORM AND LEGALITY  
By: *[Signature]* Date: *2-13-14*  
Senior Deputy County Counsel



# CITY COUNCIL

For City Clerk's Use:

APPROVED  DENIED

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

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

Agenda Item No.: 5

Date: May 6, 2015

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

**FROM:** Michael Lowry, Fire Chief

**SUBJECT:** 2015 California Fire Assistance Agreement Modification

RECOMMENDATION:

It is requested that Council approve Resolution 2015-70, which provides clarification language required by the California Office of Emergency Services (Cal OES) in order to fully reimburse the City of Escondido (City) when personnel and resources are mobilized during emergency activities under California Fire Assistance Agreement (CFAA) guidelines.

FISCAL ANALYSIS:

When Escondido personnel and resources are deployed in response to emergency incidents such as fires, floods, earthquakes, etc. under CFAA, our City is reimbursed at the rates we provide to Cal OES. These rates include salary, overtime, benefits and equipment costs. In addition, the City also receives an Administrative Rate which covers indirect costs associated with the deployment of personnel and resources. The intent of the reimbursement rates is to make the City fiscally "whole." In our current fiscal year 2014-15, the City of Escondido requested \$355,646 in reimbursement for personnel and equipment to offset the cost of providing critical emergency assistance.

BACKGROUND:

In 2015 CFAA was renegotiated and approved by federal and state agencies. CFAA provides the framework, guidelines and methodology for the reimbursement of agencies that provide assistance during emergency incidents. The new CFAA requires that the governing board adopt specific language specifying that deployed personnel receive payment from the time requested to dispatch to the time returned to jurisdiction, referred to as "portal to portal". The modified language to the agreement is necessary for Escondido to be fully reimbursed. Historically, Escondido Fire personnel have been compensated portal to portal; however the current Memorandum of Understanding (MOU) does not include the required specific language.

Respectfully submitted,

Michael Lowry  
Fire Chief

RESOLUTION NO. 2015-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, TO APPROVE THE ADOPTION OF THE SPECIFIC LANGUAGE, PORTAL TO PORTAL, REQUIRED BY THE CALIFORNIA OFFICE OF EMERGENCY SERVICES, IN ORDER TO COMPENSATE THE CITY OF ESCONDIDO WHEN FIRE DEPARTMENT PERSONNEL AND RESOURCES ARE MOBILIZED DURING EMERGENCY ACTIVITIES UNDER THE CALIFORNIA FIRE ASSISTANCE AGREEMENT

WHEREAS, the City of Escondido Fire Department is a public agency located in the County of San Diego, State of California, and

WHEREAS, it is the City of Escondido Fire Department's desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the California Fire Assistance Agreement ("CFAA") provides the framework, guidelines and methodology for the reimbursement of agencies that provide assistance during emergency incidents; and

WHEREAS, in 2015 the California Fire Assistance Agreement ("CFAA") was renegotiated and approved by federal and state agencies, and now requires the governing board to adopt specific language requiring deployed personnel to receive payment from the time requested to dispatch to the time returned to jurisdiction, referred to as "portal to portal;" and

WHEREAS, the City of Escondido Fire Department has in its employ, Fire Department response personnel including: Fire Chief, Deputy Chief, Division Chief,



Battalion Chief, Fire Captain, Engineer, Firefighter/Paramedic, Paramedic, Fire Marshal, and Fire Prevention Specialist; and

WHEREAS, the City's current Memorandum of Understanding ("MOU") does not include the specific language, "portal to portal;" and in order for the City to be fully reimbursed by the California Office of Emergency Service ("Cal OES"), the City accepts the language, "portal to portal," required by Cal OES and adopted by CFAA in 2015; and

WHEREAS, the City of Escondido Fire Department will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the City of Escondido Fire Department will compensate its employees overtime in accordance with the current MOU while in the course of their employment, and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

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 approves the adoption of the specific language, portal to portal, required by Cal OES and adopted by CFAA in 2015, when personnel and resources are mobilized during emergency activities under California Fire Assistance Agreement ("CFAA") guidelines in order for the City to be reimbursed by Cal

OES”, and to fully compensate Fire Department employees when responding to emergency incidents away from their normal duty station.

3. That Fire personnel shall be compensated according to the “MOU”, Personnel Rules and Regulations, and/or other directive that identifies personnel compensation in the workplace.

4. That in the event a personnel classification does not have an assigned compensation rate, a “Base Rate” as set forth in an organizational policy, administrative directive or similar document will be used to compensate such personnel.

5. That the Escondido Fire Department will maintain a current salary survey or acknowledgement of acceptance of the “base rate” on file with the California Governor’s Office of Emergency Services, Fire Rescue Division.

6. That the personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

7. Fire Department response personnel include: Fire Chief, Deputy Chief, Division Chief, Battalion Chief, Fire Captain, Engineer, Firefighter/Paramedic, Paramedic, Fire Marshal, and Fire Prevention Specialist.

## CITY COUNCIL

For City Clerk's Use:

APPROVED       DENIED

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

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

**Agenda Item No.: 6**

**Date: May 6, 2015**

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

**FROM:** Christopher McKinney, Director of Utilities

**SUBJECT:** Designation of Authorized Representative for Clean Water State Revolving Fund Loans for the Recycled Water and Potable Reuse Program

### RECOMMENDATION:

The Utilities Department requests that Council adopt Resolution No. 2015-40 authorizing the Director of Utilities or his designee to sign on behalf of the City, Financial Assistance Applications for low-interest loans from the Clean Water State Revolving Fund (SRF). Applications are recommended at this time for three construction projects: 1) \$8 million for the Easterly Recycled Water Mains, Brine Line, and Reservoir Project; 2) \$3.3 million for the Easterly Recycled Water Distribution for Agriculture Project; and 3) \$4 million for the Brine Line from Grape Day Park to HARRF Project. These three projects are components of the Recycled Water and Potable Reuse Program.

### FISCAL ANALYSIS:

There is no fiscal impact of the proposed resolution beyond the staff time required to complete the applications. If the Council authorizes the loan applications and if the applications are approved by the State Department of Water Resources, the Utilities Department will ask the Council at a future meeting to approve agreements to receive loan funds and to commit to loan repayment.

### PREVIOUS ACTION:

On February 14, 2014, the Council gave conceptual approval to the Utilities Department's program to expand the recycled water system to serve large agricultural customers and to move toward potable reuse of recycled water (the Recycled Water and Potable Reuse Program).

On September 24, 2014, the Council approved Resolution No. 2014-135, authorizing the Director of Utilities to represent the City and sign applications for SRF loans for two initial projects within the Recycled Water and Potable Reuse Program: the Easterly Recycled Water Mains and Brine Line Project (\$7 million), and the Micro Filtration / Reverse Osmosis (MFRO) Facility for Agriculture Project

## Designation of Authorized Representative for SRF Loan Program

May 6, 2015

Page 2

(\$19 million). The application for the Easterly Recycled Water Mains and Brine Line Project (\$7 million) has since been rescinded at the request of the City because construction is underway and the application approval process would have delayed the project. Please note that the Easterly Recycled Water Mains and Brine Line Project is a project distinct from the Easterly Recycled Water Mains, Brine Line, and Reservoir Project. Although both projects include "Easterly Recycled Water Mains" in the project title, the portions of the 24-inch recycled water main included in each project do not overlap.

### BACKGROUND:

The SRF Loan Program requires a representative who has been authorized by Council resolution to sign on behalf of the City and submit application materials, certify compliance with applicable state and federal laws, execute the financial assistance agreement and amendments, and certify disbursement requests.

The following illustrates the financial impact of these loans assuming that the Council approves submission of applications with Resolution No. 2015-40 and assuming that the Council approves accepting the loan funds at a later date.

The Debt Coverage Ratio of the Wastewater Fund – the fund that would receive future loan money via these applications – was 1.59 in FY 2014. The Wastewater Fund's net revenue was \$10.6 million in FY 2014 and the net required revenue to meet the minimum debt coverage ratio of 1.15 was \$7.7 million. Therefore, in FY 2014 net revenues were \$2.9 million in excess of that required to meet minimum debt coverage.

The present interest rate for SRF loans for RW projects is 1.5% annually. If the City borrows \$15.3 million through this program to fund these three projects, annual payments to cover the debt will be \$900,000 and total interest over the 20-year repayment term will be \$2.5 million. The Wastewater Fund's debt service requirement will increase by \$1.03 million (i.e., \$900,000 x 1.15).

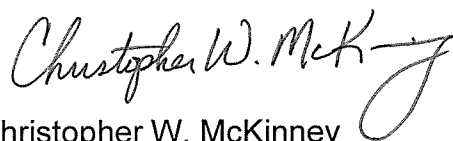
Wastewater revenues, expenses, and debt requirements were projected over the next five years during recent preparations to refund the 2004 A and B Wastewater Bonds. These projections accounted for the Council approved rate increases in 2015 and 2016, as well as \$45 million in low-interest SRF loans. The assumed \$45 million in SRF loans includes \$19 million in existing applications and \$15.3 million for the applications under consideration here. Wastewater debt coverage is projected to be at least 1.39 over the five-year term of the projection, which is in excess of the minimum required by the Wastewater Fund's bond covenants (1.15).

Staff will continue to investigate other funding opportunities, including grants and other low-interest loans that may be available for the balance of projects within the Recycled Water and Potable Reuse Program. Staff have applied for funding for the MFRO facility from the Prop. 84 Integrated Regional Water Management (IRWM) program. This program is administrated by the California Department of

Designation of Authorized Representative for SRF Loan Program  
May 6, 2015  
Page 3

Water Resources. Any funding received through this grant program will reduce the amount of outstanding SRF debt.

Respectfully submitted,

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

Christopher W. McKinney  
Director of Utilities

RESOLUTION NO. 2015-40

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE UTILITIES DIRECTOR  
OR HIS DESIGNEE, TO BE THE CITY'S  
REPRESENTATIVE FOR THE STATE  
REVOLVING FUND (SRF) LOAN PROGRAM

WHEREAS, the City of Escondido ("City") is interested in participating in the State Water Resources Control Board's ("SWRCB") low-interest loan program for projects contained within the Agricultural Recycled Water and Potable Reuse Program; and

WHEREAS, the City is prepared to file applications with the State for three construction projects within the Program: 1) Easterly Recycled Water Mains, Brine Line, and Reservoir; 2) Easterly Recycled Water Distribution for Agriculture; and 3) Brine Line from Grape Day Park to HARRF; and

WHEREAS, the City is required by the State to designate and authorize by resolution a specific representative to act on the City's behalf for this loan program; and

WHEREAS, the State desires to enumerate the specific duties of this representative as part of this resolution;

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

1. That the above recitations are true.
2. That City Council of the City of Escondido authorizes the Director of Utilities or his designee to sign and file for, on behalf of the City, Financial Assistance

Applications for loans from the SWRCB in the amount of \$8 million for construction of the Easterly Recycled Water Mains, Brine Line, and Reservoir Project, \$3.3 million for construction of the Easterly Recycled Water Distribution for Agriculture Project, and \$4 million for construction of the Brine Line from Grape Day Park to HARRF Project.

3. That City Council authorizes the aforementioned representative or his designee to certify that the City has and will comply with all applicable state and federal statutory and regulatory requirements related to any federal and state loan funds received.

4. The Director of Utilities or his designee is hereby authorized to negotiate and execute a loan contract and any amendments or change orders thereto on behalf of the City of Escondido.

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 7**

**Date: May 6, 2015**

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Christopher W. McKinney, Director of Utilities  
**SUBJECT:** Potable Reuse Program Support from Black & Veatch Corporation

**RECOMMENDATION:**

The Utilities Department requests that the City Council Adopt Resolution No. 2015-65 authorizing the Mayor and City Clerk to execute a Consulting Agreement with Black & Veatch Corporation for Potable Reuse Program Support services. The proposed contract amount is \$287,200.

**FISCAL ANALYSIS:**

Wastewater CIP 807002 (Indirect Potable Reuse Study) has available funds in the amount of \$382,752.

**PREVIOUS ACTION:**

On February 16, 2011, the Council approved the conceptual plan developed by the Utilities Department to address current and future wastewater capacity concerns and to ensure water supply reliability. On December 7, 2011, the Council authorized the Utilities Department to issue a Request for Proposal for an IPR Program Manager to guide detailed planning and implementation of the conceptual plan. On June 27, 2012, the Council approved a contract with Black & Veatch Corporation for Potable Reuse Program Manager.

**BACKGROUND:**

The Utilities Department's long-range plan, which has been conceptually approved by the Council, will reduce the volume of treated wastewater that is discharged through the land outfall to the ocean so that construction of a new outfall will not be necessary. In the short term, the expansion of the use of recycled water for non-potable reuse will reduce flows to the outfall, and at the same time, reduce potable water demands by adding large-volume agricultural users to the recycled water system in the northern and eastern areas of the City.

The first pipeline construction contract has been awarded. Two other pipelines are currently in design and nearly ready for bidding. The distribution system for the initial area of agricultural users is in



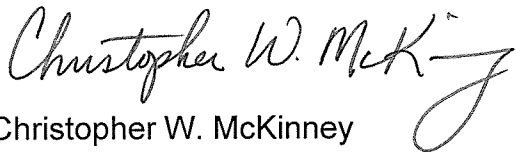
design. A micro filtration and reverse osmosis (MFRO) facility and pump station are also currently in design; the MFRO facility will reduce the level of salts and chlorides in the recycled water to make it more conducive for agricultural uses.

As large-volume agricultural users are connected to the system, additional production capacity will be needed at the Hale Avenue Resource Recovery Facility (HARRF). Over time, many individual projects will be required at the HARRF to increase production of recycled water and reduce the volume of treated wastewater discharged to the outfall.

The schedule for completion of these projects is very tight. Additionally, upcoming staff changes will - in the short term - adversely impact the Department's ability to manage and coordinate these projects along with other staff responsibilities (e.g., other Water and Wastewater CIP projects, development submittals).

The proposed contract for Potable Reuse Program Support will help City staff coordinate various aspects of the overall RW and PR program. Individual projects will be designed by several different firms, requiring coordination under a master schedule. With this contract, Black & Veatch will be tasked with maintaining the baseline schedule and its significant milestones. Additionally, a cost and resource schedule will be developed to estimate staff time needed to manage the engineering and construction of the projects. Black & Veatch will also coordinate with regulators to ensure timely processing of permits, define requirements for program controls, develop a project environmental program, conduct detailed HARRF and recycled water system modeling, and develop a public outreach work plan.

Respectfully submitted,

A handwritten signature in cursive script that reads "Christopher W. McKinney". The signature is written in black ink and is positioned to the left of the printed name.

Christopher W. McKinney  
Director of Utilities

RESOLUTION NO. 2015-65

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE, ON BEHALF OF THE CITY, A  
CONSULTING AGREEMENT WITH BLACK AND  
VEATCH CORPORATION FOR POTABLE  
REUSE PROGRAM SUPPORT

WHEREAS, the City of Escondido desires to continue to expand the use of recycled water; and

WHEREAS, the City of Escondido needs to expand the existing recycled water system and the production of recycled water at the HARRF; and

WHEREAS, this expansion will require the coordination of multiple projects with sequencing bring critical; and

WHEREAS, Black and Veatch Corporation has the personnel and expertise to provide the required engineering services; and

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

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$287,200.

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

1. That the above recitations are true.

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



CITY OF ESCONDIDO  
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

And: Black & Veatch Corporation  
300 Rancheros Drive, Suite 250  
San Marcos, CA 92069  
Attn: Kevin Davis  
760-621-8419  
("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 engineering support for the Potable Reuse Program; 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 not-to-exceed \$287,200. 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: \_\_\_\_\_

Black & Veatch Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (please print)

*(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.





**POTABLE REUSE PROGRAM  
SCOPE OF WORK  
PROJECT IMPLEMENTATION ELEMENTS**

CITY OF ESCONDIDO

## BACKGROUND

The City of Escondido (City) has elected to implement a reuse water program that was originally conceptualized by the Recycled Water Master Plan. The program is intended to delay or defer wastewater effluent (raw water) outfall improvement requirements through Year 2050, expedite a new, high quality water supply to local agricultural growers and to help promote and support local economy. The reuse water program includes the development of a decentralized advanced water treatment (AWT) plant which will expand the non-potable water service area to supply new customers.

The reuse program will be conducted over three phases. Phase 1 includes the construction of a Membrane Filtration/Reverse Osmosis Facility for Agriculture (MFRO Facility) to send treated water to agricultural users. Pending successful operation of the MFRO Facility and anticipated changes to reuse regulations, the future phases of AWT may be implemented. Phase 2 includes a 4 mgd Advanced Water Treatment plant at the same site as the MFRO Facility for Indirect Potable Reuse (IPR) or Direct Potable Reuse (DPR) to Lake Dixon. This phase would also include improvements to the Hale Avenue Resource Recovery Facility (HARRF). Phase 3 would include an expansion of the AWT to 8 mgd with additional improvements to HARRF.

The intent of this scope of services is to provide the City with overall technical assistance in the areas described below to further develop the potable reuse program. Under these services Black & Veatch (Engineer) will provide services for several major functions, summarized as:

1. Develop a cost and resource loaded baseline schedule for the Potable Reuse Program.
2. Define program control requirements.
3. Provide regulatory/permitting assistance to present the project plan to regulators and to meet their requirements.
4. Develop the overall Environmental Program including schedule for implementation.
5. Assist the City with the development of the agriculture pond sites and memorandum of understandings with the agricultural users.
6. Provide pre-design assistance for the agriculture system conveyance and storage systems.
7. Perform additional system modeling to optimize new facilities and access storage volumes and conveyance capacities for the range of anticipated conditions.
8. Develop and implement a public outreach work plan.
9. Provide as-needed support as approved by City staff to support program needs as they arise.

## SCOPE OF WORK - TASK ORDER NO. 6 PROJECT ELEMENTS

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

- ▼ Task 1 – Baseline Schedule Development



**POTABLE REUSE PROGRAM  
SCOPE OF WORK  
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- ▼ Task 2 – Cost and Resource Loading
- ▼ Task 3 – Define Program Controls Requirements
- ▼ Task 4 – Coordination with Regulators
- ▼ Task 5 – Environmental Program
- ▼ Task 6 – Agriculture System Conveyance
- ▼ Task 7 – HARRF/Agriculture System Modeling
- ▼ Task 8 – Public Outreach Work Plan
- ▼ Task 9 – As-Needed Support

The following general services will be performed to coordinate efforts, keep the City informed of activities and provide monthly billings. It's assumed the project duration for the services described below will be six (6) months.

**Project Administration**

Perform administrative tasks as required to facilitate completion of tasks defined within this Scope of Work. The project administrative tasks to be performed include:

- Provide monthly invoices with status report defining progress to date of all tasks, and cost expenditures
- Coordinate team members including work planning, coordination and communications
- Administer quality assurance and quality control programs
- Develop and maintain a project trend register

**TASK 1.0 – BASELINE SCHEDULE DEVELOPMENT**

**Task 1.1 – Project Workshop**

Black & Veatch in a collaborative effort with the City will conduct a project workshop to initiate the development of a baseline schedule utilizing the critical path method in Primavera P6 for the Potable Reuse Program. The baseline schedule will be developed in accordance with the City's Final Draft Potable Reuse Feasibility Study.

**Task 1.2 – Baseline Schedule Development**

The baseline schedule will show significant milestones and deliverables that form the basis for design, procurement, environmental/permitting, and construction activities. The baseline schedule will include summary logic ties between activities and will identify critical path items. The baseline schedule will establish interface points between the various projects and startup phases of the individual projects and the Program as a whole.

In addition, within the same schedule, but under separate work breakdown structures, a higher level schedule will be developed for other major projects selected by the City. This schedule will include start and finish milestones and durations for major elements of the



**POTABLE REUSE PROGRAM  
SCOPE OF WORK  
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various projects. At this level, the schedule will not include a significant number of logical relationships. This schedule will help with the City's overall planning effort and can be used as the basis for developing more detailed schedules at a later time.

***Deliverables for Task 1.2***

The Engineer will submit the following documents to the City:

1. An electronic copy of the baseline schedule in Adobe PDF format.

**TASK 2 – COST AND RESOURCE LOADING**

**Task 2.1 – Cost and Resource Loaded Schedule**

Black & Veatch will cost and resource load the Primavera P6 baseline schedule developed under Task 1.2. The baseline schedule will be cost loaded based on current cost estimates previously developed by Black & Veatch and those provided by the City for individual projects. The baseline schedule will be resource loaded in terms of the estimated amount of manpower required by the City to provide management, engineering, and construction management services.

***Deliverables for Task 2.1***

The Engineer will submit the following documents to the City:

1. An electronic copy of the cost and resource loaded baseline schedule in Adobe PDF format.

**Task 2.2 – Develop Cost and Resource Curves**

To the extent possible, early and late forecast cost curves will be developed for the Potable Reuse Program and the Utility as a whole in Microsoft Excel. These cost curves will help form the basis for future field progress and productivity measurement in terms of project budget and man-hours required for the City's engineering and construction management staff.

***Deliverables for Task 2.2***

The Engineer will submit the following documents to the City:

1. An electronic copy of the early and late forecast cost curves in Adobe PDF format.

**TASK 3 – DEFINE PROGRAM CONTROLS REQUIREMENTS**

**Task 3.1 – Prepare Program Controls Summary TM**

Upon completion of the documents referenced above, Black & Veatch will summarize the finding of the work items above in a technical memorandum (TM). The memorandum present recommendations to assist the City in defining the scope of program controls services required to manage the costs and schedules for the Reuse Program and other major projects selected by the City. Black & Veatch will assist the City in determining the various



**POTABLE REUSE PROGRAM  
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deliverables that will be required during the course of the Program and will establish the lines of communication between parties.

***Deliverables for Task 3.1***

The Engineer will submit the following documents to the City:

1. An electronic copy of the Program Controls Summary TM in Adobe PDF format.

**Task 3.2 – Summary Meeting**

Upon City’s review of the Program Controls Summary TM, Black & Veatch shall conduct a two (2) hour meeting with the City to present the memorandum findings and to discuss the City’s comments.

**TASK 4 –COORDINATION WITH REGULATORS**

The following task will be performed to monitor and engage in the regulatory permitting to position the program to be fully compliant and approved in a timely manner.

Coordinate with the State Water Resource Control Board (SWRCB), Department of Drinking Water (DDW) and the Regional Water Quality Control Board (RWQCB) to provide project updates and aid in the timely approval of the Program. Black & Veatch shall evaluate impacts on the Program as identified by the Regulators and update technical analysis when appropriate. Develop and present the project plan to Regulators and implement the Plan to meet the Regulator’s and City’s requirements.

It’s anticipated that up to three (3) meetings with will be held with the Regulators and City. Agenda and summary meeting minutes shall be prepared for all meetings. Draft minutes shall be distributed to all attendees within seven (7) working days. PowerPoint presentations shall be prepared as necessary to present the meeting topics. The following meetings are anticipated:

- **Project Kick-Off.** The Engineer will facilitate a project kick-off meeting to get the regulators up to speed on the project and to present the regulatory implementation plan
- **Progress Meetings.** Prepare for, attend and present two (2) progress meetings to present project updates and to discuss necessary steps to obtain regulatory approval for system components. Following each meeting the regulatory implementation plan shall be updated and distributed to all meeting attendees.

***Deliverables for Task 4***

The Engineer will submit the following documents to the City:

1. An electronic copy of the Regulatory Implementation Plan in Adobe PDF format.



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**TASK 5 – ENVIRONMENTAL PROGRAM**

The following tasks will be performed to develop a project environmental program to identify remaining steps and timing for implementation. Black & Veatch will utilize the subconsultant services of ESA to lead the environmental work.

**Task 5.1 – Project Initiation Meeting (Kickoff Meeting)**

ESA will prepare an agenda and attend a kick-off meeting at the City, or other designated location. ESA will review the project design details and associated information and will meet with the City to discuss the project, including, but not limited to:

- Introduce the project team to the assigned City team
- Review and discuss project description information, preliminary plans and design specifications, phasing information, construction and operational details, and any other pertinent information
- Identify and outline the program objectives
- Establish a mutual understanding of the key issues to be addressed
- Review any project design features to reduce impacts

**Task 5.2 – Prepare Program Plan**

After completion of Task 5.2, ESA in working with Black & Veatch and the City will develop an Environmental Program Implementation Plan. Elements of the plan will include:

- Identify all the Potable Reuse project components requiring environmental permitting; including elements that have already began environmental approvals
- Identify the required level of permitting required, CEQA or NEPA, for each project component remaining
- Help to identify required project alternatives
- Develop an environmental program implementation schedule noting dates on when documentation should start and approximate durations for final approvals from the appropriate regulatory agencies

***Deliverables for Task 5.2***

The Engineer will submit the following document to the City:

1. An electronic copy of the Environmental Program Implementation Plan in Adobe PDF format.

**Task 5.3 – Develop Scope and Fees for Project Elements**

Upon City's acceptance of the Environmental Program Implementation Plan, Black & Veatch and ESA will prepare scope and fee efforts to develop the remaining environmental



**POTABLE REUSE PROGRAM  
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documents. Upon City's review and acceptance of the scope and fee efforts the additional services will be performed under their respective agreements.

***Deliverables for Task 5.3***

The Engineer will submit the following document to the City:

1. An electronic copy of the scope and fee for the remaining environmental projects in Adobe PDF format

**TASK 6 – AGRICULTURE CONVEYANCE AND STORAGE SYSTEMS**

The following tasks will be performed to aid the City in the development of the agriculture conveyance and storage systems.

**Task 6.1 – Agriculture Pond Acquisition Support**

Provide as-needed support to the City to assist in negotiation for acquisition of the agriculture pond sites and development of agreements related to the recycled water quality and quantity. It's anticipated that up to two (2) pond sites will be developed as identified in the Task 1 Feasibility Study. An allotment of 100 hours has been identified for this task.

**Task 6.2 – Pre-Design Facilities Oversight**

Under this task Black & Veatch shall provide pre-design oversight for the agriculture conveyance and storage system. Work includes:

- Provide overview/review support of other Consultants work products to confirm conformance to the overall program standards and goals
- Review other Consultants progress schedule to confirm overall program deliverables are on schedule

Overview/review of other Consultants work will be provided within review spreadsheets, noting the sheet or specification item, the review comment, and the reviewer. An allotment of 100 hours has been established for this effort.

***Deliverables for Task 6.2***

The Engineer will submit the following document to the City:

1. An electronic copy of the review spreadsheets in Microsoft Excel format.

**Task 6.3 – Agriculture Memorandums of Understanding**

Black & Veatch will assist the City in the development of memorandum of understandings (MOUs) with the agriculture community to secure commitments to move the agriculture projects forward. Items included within this task include:

- Review of draft memo's as developed by the City



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- Attend meetings as requested by the City
- Perform other tasks associated with the development of the MOUs as directed by the City

A total of 140 hours has been allocated for this effort.

**TASK 7 – HARRF/AGRICULTURE SYSTEM MODELING**

Under this task Black & Veatch shall utilize the recycled water system model that was developed under the Task Order No. 1 Feasibility Study. While the previous hydraulic analysis was used to confirm the concept alternatives, analysis in this phase will be to evaluate the system operation in more detail during agriculture demand periods (high and low) and under a 10-year frequency wet weather condition. This analysis is necessary in order to optimize needed system improvements at HARRF and the agriculture distribution system.

The following work items shall be performed under this task:

- Review diurnal storm information at HARRF to determine needed pumping capacity at the Reclaimed Water Pump Station in order to relieve flows from the Outfall
- Evaluate hydraulic conditions using the model for updated storm flows to determine system performance and to determine the finished water pump station requirements for the MFRO Facility
- Using the hydraulic model, optimize the sizing of the finished water blend tank at the MFRO facility under on agriculture demand periods

Information obtained from the work items above will be summarized in a brief technical memorandum and submitted to the City. A two (2) hour review meeting will be held with the City to present the results of the memorandum. Following the meeting the memorandum will be updated to incorporate appropriate changes. If additional hydraulic analyses are required based on the outcome of the meeting, it shall be performed under Task 9 below.

***Deliverables for Task 7***

The Engineer will submit the following document to the City:

1. An electronic copy of the modeling technical memorandum in Adobe PDF format.
2. Updated recycled water model.

**TASK 8 – PUBLIC OUTREACH WORK PLAN**

The following tasks will be performed to develop a Public Outreach Work Plan. Black & Veatch will utilize the subconsultant services of Porter Novelli to lead the public outreach work. The outreach will encompass the overall system and include coordination with the demonstration aspects of the MFRO Facility and AWTF pilot.



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Porter Novelli shall develop a Public Outreach Work Plan to help build public confidence in and support for the project. The plan should encourage stakeholders to become advocates for the project to gain support from elected officials and regulatory entities. Items of the work plan shall include:

- Conduct a project kickoff meeting to discuss the project components with the City and establish the overall goals and principals of the project
- Public outreach plan to include:
  - Public outreach objectives
  - Public outreach strategies
  - Key messages
  - Audiences and stakeholder identification including, but not limited to community, NGOs, environmental groups, civic organizations and media
  - Public outreach tactics/activities including, but not limited to:
    - Speakers bureau
    - Open houses
    - News bureau
  - Measurable objectives
  - Public outreach timeline
- Public outreach materials including, but not limited to:
  - Microsite
  - Fact sheets
  - Frequently Asked Questions
  - Presentation with speaker notes
  - Consumer-friendly graphics
- Issues management/crisis plan
- Stakeholder and speakers bureau database
- Conduct three (3) public outreach plan review meetings with City of Escondido staff and Black & Veatch

***Deliverables for Task 8***

The Engineer will submit the following document to the City:

1. An electronic copy of the Public Outreach Work Plan in Adobe PDF format.
2. An electronic copy of the public outreach materials.
3. An electronic copy of the issues management/crisis plan in Adobe PDF format.
4. An electronic copy of the stakeholders and speakers bureau database.





**POTABLE REUSE PROGRAM  
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*CITY OF ESCONDIDO*

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TASK 9 – AS-NEEDED SUPPORT

Black & Veatch will provide as-needed engineering services for the City of Escondido's Potable Reuse Program up to the authorized amount of \$50,000 based on the previously approved billing rates. Anticipated services include:

- Meetings with the City to review project elements/schedule
- Meetings with stakeholders or other regulatory agencies
- Development or updates of project costs
- Additional system modeling
- Other engineering services as requested by the City

**City of Escondido  
Potable Reuse Program  
Project Implementation Elements  
Fee Estimate**

Task	Description	Personnel										B&V Direct Expenses	Total Fee	B&V Total Hours	Subcontractor Markup (%)	Total				
		Project Director	Project Manager	Senior Technical Specialist/QC/QC	Project Controls Lead	Senior Engineer II	Project Engineer	Scheduler	Staff Engineer	CAD Technician	Admin Support									
1.0	BASELINE SCHEDULE DEVELOPMENT																			
1.1	Project Workshop	0	6	0	0	0	0	0	0	0	0	0	0	0	1	19	\$3,880	\$2,000	\$0	\$5,880
1.2	Baseline Schedule Development	1	6	4	44	0	8	8	0	0	0	0	0	0	1	\$14,000	\$0	\$0	\$14,000	
	Subtotal:	1	12	4	56	0	8	8	0	0	0	0	0	0	2	\$17,880	\$2,000	\$0	\$19,880	
2.0	COST AND RESOURCE LOADING																			
2.1	Cost and Resource Loading Schedule	0	8	2	20	0	0	0	0	0	0	0	0	0	0	\$12,720	\$0	\$0	\$12,720	
2.2	Develop Cost and Resource Curves	0	0	1	6	0	0	16	0	0	0	0	0	0	0	\$3,780	\$0	\$0	\$3,780	
	Subtotal:	0	8	3	26	0	0	60	0	0	0	0	0	0	0	\$16,510	\$0	\$0	\$16,510	
3.0	DEFINE PROGRAM CONTROLS REQUIREMENTS																			
3.1	Prepare Program Controls Summary TM	1	4	2	16	0	8	12	0	0	0	0	0	0	4	\$8,200	\$0	\$0	\$8,200	
3.2	Summary Meeting with City	0	6	0	12	0	0	0	0	0	0	0	0	0	1	\$3,880	\$2,000	\$0	\$5,880	
	Subtotal:	1	10	2	28	0	8	12	0	0	0	0	0	0	5	\$12,080	\$2,000	\$0	\$14,080	
4.0	COORDINATION WITH REGULATORS																			
		16	24	8	0	10	32	0	0	0	0	0	0	10	\$18,840	\$100	\$250	\$24,190		
5.0	ENVIRONMENTAL PROGRAM																			
5.1	Project Initiation Meeting (Kickoff Meeting)	2	4	0	0	0	4	0	0	0	0	0	0	2	\$2,160	\$100	\$50	\$3,310		
5.2	Prepare Program Plan	2	6	0	0	0	8	0	0	0	0	0	0	2	\$3,200	\$0	\$250	\$8,450		
5.3	Develop Scope and Fees for Project Elements	2	6	0	0	0	8	0	0	0	0	0	0	2	\$3,200	\$0	\$200	\$7,400		
	Subtotal:	6	16	0	0	0	20	0	0	0	0	0	0	6	\$8,560	\$100	\$500	\$19,160		
6.0	AGRICULTURE SYSTEM CONVEYANCE																			
6.1	Agriculture Pond Acquisition Support	34	34	0	0	0	20	0	0	0	0	0	0	12	\$19,920	\$100	\$0	\$20,020		
6.2	Pre-Design Facilities Oversight	12	24	12	0	10	30	0	0	0	0	0	0	12	\$18,710	\$100	\$0	\$18,810		
6.3	Agriculture Memorandums of Understanding	48	48	0	0	0	32	0	0	0	0	0	0	12	\$28,230	\$200	\$0	\$28,430		
	Subtotal:	94	106	12	0	10	82	0	0	0	0	0	36	\$66,860	\$400	\$0	\$67,260			
7.0	HARR/AGRICULTURE SYSTEM MODELING																			
		4	22	12	0	0	72	0	0	0	0	0	4	\$19,870	\$200	\$0	\$20,070			
8.0	PUBLIC OUTREACH WORK PLAN																			
		16	22	0	0	0	28	0	6	2	6	80	\$14,490	\$100	\$2,000	\$66,690				
9.0	AS-NEEDED SUPPORT																			
		40	60	24	0	20	60	0	30	24	12	\$49,260	\$200	\$0	\$49,460					
	<b>TASK ORDER 6 TOTAL:</b>	<b>178</b>	<b>280</b>	<b>65</b>	<b>110</b>	<b>40</b>	<b>310</b>	<b>80</b>	<b>36</b>	<b>26</b>	<b>81</b>	<b>1,206</b>	<b>\$224,350</b>	<b>\$5,100</b>	<b>\$2,750</b>	<b>\$287,200</b>				

# CITY COUNCIL

For City Clerk's Use:

APPROVED       DENIED

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

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

**Agenda Item No.: 8**

**Date: May 6, 2015**

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

**FROM:** Edward N. Domingue, Director of Public Works/City Engineer  
Abraham Bandegan, Associate Engineer

**SUBJECT:** Amend the Traffic Schedule for Time Zoned Parking on North Broadway and In Municipal Parking Lot One

**RECOMMENDATION:**

It is requested that Council adopt Resolution No. 2015-71, amending the Traffic Schedule for Time Zoned Parking to designate three 15-minute parking stalls in the downtown area and one row of 3-hour parking in Municipal Parking Lot One.

**FISCAL ANALYSIS:**

Funds are available for the necessary signage and pavement markings.

**PREVIOUS ACTION:**

The Downtown Parking Subcommittee reviewed and approved this item at its March 17, 2015, meeting. The Transportation and Community Safety Commission also considered this item at their April 9, 2015, meeting and voted to support the request.

**BACKGROUND:**

City of Escondido Downtown Parking Subcommittee requested staff evaluate the current condition of parking demands in downtown Escondido. Traffic Engineering conducted studies/surveys and met with the downtown business owners and residents to receive their input. The results of the survey were presented to the Downtown Parking Subcommittee on March 17, 2015. While there was a great variety among survey respondents, there was general support for providing some fifteen (15) minute parking stalls and one row of three-hour (3) parking in Municipal Parking Lot 1 to better support downtown businesses.

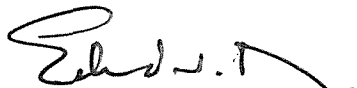
After reviewing results of the parking survey and receiving public input, the Downtown Parking Subcommittee recommended staff implement a pilot program for two parking strategies. First, the pilot program would convert three parking stalls to fifteen minute parking, in order to meet the demands of businesses with "drop in" needs, such as restaurant take-out orders and minor product

purchases. Two of the fifteen minute stalls would be located in the south-east corner of Municipal Lot 1. The third fifteen minute stall would be on North Broadway just south of Grand Avenue. These locations were selected to respond to the "drop in" needs of area businesses.

Second, the pilot program would convert one row (18 spaces) of stalls in Municipal Parking Lot 1 to free three (3) hour parking. Existing unlimited duration disabled parking would remain. Designating the most conveniently located stalls as limited time parking is intended to encourage turnover in spaces proximate to businesses. Lot 1 was selected to test this strategy because it was found to have the lowest vacancy rate and because adjacent businesses rely on patrons that arrive later in the day. The Transportation and Community Safety Commission at their April 9, 2015 meeting concurred with the Subcommittee request and are recommending City Council approve this pilot program.

If approved, the pilot program will be monitored for six months and evaluated for effectiveness. Staff is anticipating bringing to City Council in August a presentation on other ideas, including diagonal parking on Grand Avenue, to address downtown parking concerns.

Respectfully submitted,



Edward N. Domingue, PE  
Director of Public Works/City Engineer



Abraham Bandegan, TE, PTP  
Associate Engineer

RESOLUTION NO. 2015-71

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AMENDING THE TRAFFIC SCHEDULES FOR  
TIME ZONED PARKING

WHEREAS, Section 28-5(7) of the Escondido Municipal Code provides that the City Council shall establish a Traffic Schedule for On-Street Time Parking Zones; and

WHEREAS, Section 28-188 of the Escondido Municipal Code provides that the City Council shall establish parking restrictions for the municipally owned parking lots.

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend said Traffic Schedules; and

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

1. That the above recitations are true.
2. That the Traffic Parking Schedules for On-Street Time Parking Zones be amended to convert an existing 2-hour parking stall at the south-west corner of the intersection of North Broadway and Grand Avenue to 15-minute limited time parking as noted in Exhibit "1", attached to this Resolution and incorporated by this reference.
3. That the southern row of Municipal Public Parking Lot 1 be converted from free unlimited time parking to free 3-hour limited time parking. The last two (2) parking stalls on the row will be converted to 15-minute limited time parking as noted in Exhibit "1".



**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 9**

**Date: May 6, 2015**

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

**FROM:** Edward N. Domingue, Public Works Director/City Engineer  
Danielle Lopez, Neighborhood Services Manager

**SUBJECT:** Approve FY 2015–2020 San Diego Regional Analysis of Impediments to Fair Housing Choice (2015-2020 AI)

**RECOMMENDATION:**

It is requested that Council adopt Resolution 2015-72, approving the FY 2015 – FY 2020 San Diego Regional Analysis of Impediments to Fair Housing Choice (2015-2020 AI).

**FISCAL ANALYSIS:**

The total cost of the Analysis of Impediments is \$126,660 contributed by the entitlement jurisdictions in San Diego County on a pro rata basis. The City of Escondido contributed \$7,755.20 funded solely by Community Development Block Grant (CDBG) money and will not impact the general fund.

**CORRELATION TO THE CITY COUNCIL ACTION PLAN:**

This item relates to the Council's Action Plan regarding neighborhood improvement.

**PREVIOUS ACTION:**

None

**BACKGROUND:**

The City of Escondido receives annual federal entitlements from the U.S. Department of Housing and Urban Development (HUD) for housing and community development activities. If the Community Development entitlements remain consistent with previous years' awards, the City anticipates receiving approximately \$7,000,000 in Community Development Block Grant (CDBG) and \$2,000,000 in HOME Investment Partnerships Program (HOME) funds over the next five years.

The Housing and Community Development Act of 1974 [42 U.S.C. §§ 5301 et seq.] is the dominant governing statute for the City's Community Development Block Grant (CDBG) Program. It requires that each federal entitlement grantee certify to the satisfaction of the U.S. Department of Housing and Urban Development (HUD) that (1) an awarded federal grant will be carried out and administered in accordance with the federal Fair Housing Act, and (2) the grantee will work diligently to affirmatively further fair housing.

Therefore, as a recipient of federal entitlement funds, the City of Escondido is required to affirmatively further the fair housing objectives of the Fair Housing Act of 1968, as amended [42 U.S. Code, §§ 3601-3631]. The Fair Housing Act prohibits discrimination based on race, color, religion, sex, national origin, familial status or disability in all aspects of housing, including the sale, rental, lease or negotiation for real property. The State of California's Fair Housing and Employment Act [CA Government Code §§ 12900 et seq.] includes additional protected classes. In addition, pursuant to CDBG regulations [24 CFR Subtitle A, § 91.225(a) (1)], in order to receive CDBG funds, each jurisdiction must:

- 1) Complete an Analysis of Impediments to Fair Housing Choice;
- 2) Take action to eliminate identified impediments; and
- 3) Maintain fair housing records.

The Analysis of Impediments to Fair Housing Choice (AI) presents a demographic profile of San Diego County, assesses the extent of housing needs among specific income groups, and evaluates the availability of a range of housing choices for residents. It also analyzes the conditions in the private market and public sector that may limit the range of housing choices or impede a person's access to housing. As the name of the report suggests the document reviews "impediments" to fair housing. While an AI also considers the nature and extent of housing discrimination, the focus is on identifying impediments that may prevent equal housing access and developing solutions to mitigate or remove such impediments.

#### SAN DIEGO REGIONAL ALLIANCE FOR FAIR HOUSING:

The San Diego Regional Alliance for Fair Housing (SDRAFFH) works to ensure that all residents in the San Diego region have equal access to housing. It is comprised of fair housing service providers, enforcement agencies, and government entities. The municipal members of the SDRAFFH, oversee the preparation of the regional AI, which has historically been funded with CDBG and other local funds contributed by the entitlement jurisdictions in San Diego County. The SDRAFFH successfully collaborated on the development of the 2005-2010 and 2010-2015 AI's and the municipal members of the SDRAFFH are also taking the lead in the development of the 2015-2020 AI.

As the result of a region-wide Request for Proposals (RFP) process in 2014, the County of San Diego and the entitlement jurisdictions within the San Diego region (including the City of Escondido) contracted with Veronica Tam and Associates (VTA) to assist with the development the 2015-2020 AI. Preparation of the 2015-2020 AI included an extensive community outreach process; the review of previous San Diego Regional AI, Housing Elements, regional planning documents, lending industry research, discrimination complaints, and random fair housing test results; and interviews with municipal staff, housing providers, fair housing providers and oversight agencies.

The attached Executive Summary will provide some insight into what is included in the 2015-2020 AI. The City of Escondido has engaged North County Life Line as the City's Fair Housing service provider to assist with community education, outreach, complaint investigation and landlord tenant mediation. To further demonstrate its commitment to fair housing, the City of Escondido requires North County Life Line to incorporate the information contained in the 2015-2020 AI with its scope of work in order to develop effective strategies to promote fairness in housing.



**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**

Four community workshops regarding the 2015-2020 AI were held throughout the San Diego region:

Escondido: Jan. 20, 2015

San Diego: Jan. 21, 2015

Chula Vista: Jan. 27, 2015

El Cajon: Jan. 28, 2015

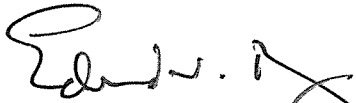
A fair housing survey was also conducted to learn about the public's experience with housing discrimination issues and concerns. The survey was available in electronic and paper formats, in both English and Spanish. A total of 377 responses were received, 360 in English and 17 in Spanish.

The draft AI was released for a thirty (30) day public comment period from April 1, 2015 through April 30, 2015.

**The following attachments provide additional information for Council reference:**

Attachment A - FY 2015-2020 Executive Summary, Analysis of Impediments to Fair Housing Choice

Respectfully submitted,



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



Danielle Lopez  
Neighborhood Services Manager



# EXECUTIVE SUMMARY

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## AN ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

San Diego County boasts an estimated population of over three million residents, making it the second most populous county in California, and fifth in the nation. Diversity among its residents, in terms of cultural backgrounds and socioeconomic characteristics, makes San Diego County a desirable area to live. To continue nurturing this diversity, civic leaders must ensure that an environment exists where equal access to housing opportunities is treated as a fundamental right.

### Purpose of the Analysis of Impediments

The communities within San Diego County have established a commitment to providing equal housing opportunities for their existing and future residents. This report, the Analysis of Impediments to Fair Housing Choice (commonly known as the "AI"), presents a demographic profile of San Diego County, assesses the extent of housing needs among specific income groups, and evaluates the range of available housing choices for residents. The AI also analyzes the conditions in the private market and public sector that may limit the range of housing choices or impede a person's access to housing. More importantly, this AI identifies impediments that may prevent equal housing access and develops solutions to mitigate or remove such impediments.

### Participating Jurisdictions

The AI covers the entirety of San Diego County, including the 18 incorporated cities and all unincorporated areas:

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

### Community Outreach

The San Diego Regional Alliance for Fair Housing (SDRAFFH), comprised of representatives from the participating jurisdictions listed above, fair housing professionals, and housing advocates, helped coordinate the development of the AI, especially the outreach process.

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ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

**Community Workshops**

As part of the AI development process, six community workshops were conducted. The workshop agenda included a presentation of the project purpose and background, followed by a facilitated, large group discussion that included an educational quiz. Simultaneous translation of the proceedings from English to Spanish language was provided by a certified translator via electronic headsets, when needed. The dates and locations of the six workshops are listed below:

<p style="text-align: center;"><b>Northern Region</b> Tuesday, January 20, 2015 Escondido City Hall Mitchell Room 201 North Broadway Escondido, 92025</p>	<p style="text-align: center;"><b>Southern Region</b> Tuesday, January 27, 2015 City of Chula Vista 276 Fourth Avenue Civic Center – Public Services North – Building C Conf. Rooms B-111 and B-112 Chula Vista, 91910</p>
<p style="text-align: center;"><b>Central Region</b> Wednesday, January 21, 2015 Jacobs Center for Neighborhood Innovation Joe &amp; Vi Jacobs Center – Community Room 404 Euclid Avenue San Diego, 92114</p>	<p style="text-align: center;"><b>Eastern Region</b> Wednesday, January 28, 2015 City of El Cajon Police Department Community Room (#161) 100 Civic Center Way El Cajon, 92020</p>
<p style="text-align: center;"><b>City of San Diego</b> Wednesday, February 4, 2015 Belden Apartments Community Room 7777 Belden Street San Diego, 92111</p>	<p style="text-align: center;"><b>City of Encinitas</b> Tuesday, February 10, 2015 City Hall Poinsettia Room 505 S. Vulcan Avenue Encinitas, 92024</p>

During the community workshops, several recurring comments were recorded:

- Outreach and educational activities should be continued and expanded for the general public; many tenants and landlords are unaware of fair housing laws. Specifically, most participants voiced a need to better understand, accommodate or address fair housing issues regarding:
  - Reasonable accommodation for persons with mental and physical disabilities;
  - Occupancy standards vs. overcrowding concerns, especially occupancy limit terms in leases vs. discrimination based on family size;
  - Unequal treatment of tenants based on immigration status (e.g.; delayed repairs, new and renewed leases);
  - Requirements for non-English languages in federally subsidized housing;
  - Source of income vs. Section 8 voucher concerns; and
  - Emerging and expanding contexts of fair housing issues, such as:

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- Emotional support and service animals (e.g., new requirements for property insurers; deposit requirements; animal certifications; species restrictions)
- Medical directives and verification from international sources
- Hoarding and the use of medical marijuana.
- Outreach activities should be multi-faceted, utilizing different forms of media and targeting a wide variety of audiences, such as: neighborhood groups, trade organizations, etc.
- Enforcement of fair housing laws should be pursued more rigorously. Fair housing service providers indicated that stronger enforcement would help deter housing discrimination. Additionally, publicizing the outcomes of fair housing lawsuits may help encourage victims to report housing discrimination and pursue litigation.

**Stakeholder Interviews**

One-on-one telephone interviews were conducted with housing and fair housing professionals, as well as agencies that serve and advocate for the needs of underserved groups (i.e. minorities, persons with disabilities, and other households with special needs). A total of eight interviews were conducted with representatives from the following agencies:

- CSA San Diego County
- Elder Help of San Diego
- Fair Housing Center of the Legal Aid Society of San Diego, Inc.
- La Maestra Community Health Centers
- North County Lifeline
- San Diego County Apartment Association
- San Diego Regional Center
- United Way of San Diego County

The following summary of findings reflects collective input from the interviewees:

- Challenges to building community awareness include:
  - Language barriers
  - Varying cultural norms and expectations
  - Confusing and conflicting laws and rules: federal, state and local
  - Engaging tenants and landlords before there is an issue
  - Lack of affordable housing
  - Tracking frequent changes to protected classes
- Common fair housing misconceptions and misunderstandings include:
  - Confusing disability and accommodation requirements
  - Allowing cultural stereotypes to affect how people are served
  - Understanding entitlements for ADA requirements/supports
  - Assuming they have more fair housing rights than is true (tenants)
  - Perceiving fair housing laws to be over-extended to their rights (landlords)

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Fair Housing Survey

A Fair Housing Survey was made available throughout the County of San Diego from January 5, 2015 through February 13, 2015. The survey was available in English and Spanish online and in hard copy format. A total of 377 persons responded to the survey. Most of the surveys were completed online (360 surveys) and a total of 17 surveys were completed in Spanish. The majority of the respondents felt that housing discrimination was not an issue in their neighborhood. Approximately 72 percent indicated they had not experienced housing discrimination. Among those reporting a personal experience with housing discrimination, the basis for discrimination was reported to be race (33 percent), disability (29 percent), source of income (29 percent), familial status (25 percent), and age (22 percent).

Community Profile

Population Growth

Examination of demographic characteristics provides some insight regarding the need and extent of equal access to housing in a community. Overall, San Diego County experienced a 10 percent increase in population from 2000 to 2010. During this period, the cities of San Marcos, Chula Vista, and Carlsbad had the largest growth while the cities of Del Mar, Imperial Beach, Poway, and Solana Beach experienced a drop in population. The median age in San Diego County is increasing steadily. Based on the 2010 Census, 11.4 percent of the population in San Diego County was age 65 or over (elderly), with another 10.6 percent in the 55 to 64 age group (future elderly).

Race/Ethnicity

San Diego County's residents have become increasingly diverse in their race and ethnic compositions since 1970. In 2000, Whites made up the majority of the population in the San Diego region but by 2010, minority residents made up a slight majority (51.5 percent). The largest racial/ethnic group in the County is Hispanic.

Racial Segregation and Linguistic Isolation

When looking at Hispanic/White segregation among the largest 200 cities in the country in 2010, San Diego ranked 12th most segregated. Language barriers can be an impediment to accessing housing of choice. In San Diego County, 16.3 percent of residents indicated they spoke English "less than very well" and can be considered linguistically isolated. The cities of National City, Vista, and Escondido have the highest percentage of total residents who spoke English "less than very well". Most of these residents were Spanish speakers.

Racially/Ethnically Concentrated Areas of Poverty (RECAPs)

In an effort to identify racially/ethnically concentrated areas of poverty (RECAPs), the U.S. Department of Housing and Urban Development (HUD) has identified census tracts with a majority non-White population (greater than 50 percent) and a poverty rate that exceeds 40 percent or exceeds 300% of the metro/micro tract average. Within San Diego County, there are RECAPs scattered in small sections of Oceanside, San Marcos, Escondido, El Cajon, La Mesa, Lemon Grove, National City, Chula Vista and Imperial Beach. Larger RECAP clusters can be seen in the central/southern portion of the City of San Diego. In 2010, there were 173,692 persons living in a RECAP in the County, or 5.6 percent of the County's total population.

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**Housing Age and Condition**

Assessing housing conditions in the County can provide the basis for developing policies and programs to maintain and preserve the quality of the housing stock. Housing age can indicate general housing conditions within a community. The County's housing stock is older, with a majority of the housing units (61 percent) built before 1979. The highest percentages of pre-1980 housing units are generally found in the older, urbanized neighborhoods in the cities of La Mesa, Lemon Grove, El Cajon, San Diego, Coronado and National City. These cities are the most likely to have the largest proportion of housing units in need of rehabilitation. Home rehabilitation can be an obstacle for senior homeowners with fixed incomes and mobility issues.

**Housing Cost and Affordability**

The cost of homeownership varies within San Diego County depending on the community. In 2014, the median sales price for a home in San Diego County was \$430,000, an increase of 3.6 percent from 2013. Home prices vary by area/jurisdiction, with very high median prices in coastal areas such as the cities of Coronado, Del Mar, Solana Beach, and the La Jolla area of the City of San Diego. National City had the lowest median sales price among the incorporated jurisdictions.

The San Diego County Apartment Association (SDCAA) publishes average rental rates biannually. The estimated average rental costs in San Diego County in the fall of 2014 were \$812 for a studio, \$1,066 for a one-bedroom, \$1,463 for a two-bedroom, and \$1,813 for a three-bedroom.

**Adverse Community Factors**

The California Office of Environmental Health Hazard Assessment (OEHHA) developed a screening methodology, called the California Communities Environmental Health Screening Tool (CalEnviroScreen), to help identify California communities that are disproportionately burdened by multiple sources of pollution. The CalEnviroScreen reveals that high scoring communities tend to be more burdened by pollution from multiple sources and most vulnerable to its effects, taking into account their socioeconomic characteristics and underlying health status. In San Diego County, the areas indicated as having higher EnviroScreen scores generally match the geographic distribution of minorities, low- and moderate-income persons, and poverty concentrations.

**Lending Practices**

**Overall Lending Patterns**

A key aspect of fair housing choice is equal access to credit for the purchase or improvement of a home, particularly in light of the recent lending/credit crisis. In 2013, a total of 32,571 households applied for conventional loans to purchase homes in San Diego County, representing a decrease of approximately 18 percent from 2008. Despite this decrease, these 2013 figures represent an increase from the number of applications recorded in 2011 and 2012. This trend is indicative of a housing market that is slowly recovering from its peak in 2006-2007. The cities of San Diego, Chula Vista, and Oceanside recorded the most loan applications, while the cities of Del Mar, Coronado, and Solana Beach recorded the fewest due to the built out character of these small communities. Applications from the cities of Poway, La Mesa, Santee, and Encinitas generally exhibited higher approval rates (over 73 percent). By contrast, applications from the cities of National City, Lemon Grove, and Chula Vista had slightly lower approval

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rates (ranging from 63 percent to 68 percent). Overall, approval rates were noticeably higher in 2013 than in 2008. Aside from income, another major impediment to securing a home loan is insufficient understanding of the homebuying and lending processes. About 14 percent of all applications countywide were withdrawn by the applicants or deemed incomplete by the financial institution in 2013.

**Lending by Race/Ethnicity**

In an ideal environment, the applicant pool for mortgage lending should be reflective of the demographics of a community. When one racial/ethnic group is overrepresented or underrepresented in the total applicant pool, it could be an indicator of unequal access to housing opportunities. Throughout San Diego County, White applicants were noticeably overrepresented in the loan applicant pool, while Hispanics were severely underrepresented. The underrepresentation of Hispanics was most acute in the cities of Imperial Beach (-33 percent), Vista (-35 percent), and Escondido (-36 percent).

**Top Lenders**

In 2013, about 47 percent (79,185 applications) of all loan applications in San Diego County were submitted to one of the County's top ten lenders. The region's top three lenders have remained fairly consistent since 2008, with the only significant changes being the purchase of Countrywide Bank by Bank of America and Wells Fargo's acquisition of Wachovia Mortgage. Approval rates for the County's top lenders fluctuated substantially by institution and jurisdiction; however, as noted before, overall approval rates have increased markedly since 2008.

**Subprime Lending**

Subprime lending can both impede and extend fair housing choice. While Home Mortgage Disclosure Act (HMDA) data does not classify loans as subprime, it does track the interest rate spread on loans. In 2005, the Federal Reserve Board required lenders to report rate spreads for loans whose Annual Percentage Rate (APR) was above the U.S. Department of the Treasury benchmark. Loans with a reported spread are typically referred to as higher-priced or subprime loans. The number of subprime loans issued has decreased substantially over time. In 2008, about five percent of all loans issued could be considered subprime but, by 2013, less than two percent of loans issued were subprime loans. Black and Hispanic applicants seem to be significantly more likely to receive these higher-priced loans. In 2008, Blacks and Hispanics were twice as likely as Whites and Asians to receive a subprime loan. This discrepancy was less noticeable in 2013, but Black and Hispanic applicants continued to get higher-priced loans more frequently than White and Asian applicants.

**Distribution of Affordable Housing and Residential Care Facilities**

Based on the ratio of beds per 1,000 persons, licensed care facilities in San Diego County are most concentrated in Lemon Grove, Escondido, La Mesa, and El Cajon and are least concentrated in Imperial Beach.

The City of El Cajon has a high concentration of Housing Choice Voucher (HCV) use. El Cajon represents about three percent of the County population but more than nine percent of the HCV use. National City also has a relatively high concentration of HCV use. National City represents about two percent of the total population but more than four percent of the vouchers issued in San Diego County.

**SAN DIEGO REGIONAL  
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

San Diego County has a large inventory of affordable housing units. The distribution of these units, however, is uneven throughout the region, with dense clusters of assisted housing located in central San Diego, National City, Chula Vista and Escondido. Almost three-quarters (73 percent) of the region's rent-restricted multi-family housing stock is concentrated in these four cities.

**Foreclosures**

As of February 2015, less than one percent of the County's housing stock was in one of the various stages of foreclosure. A foreclosure "hot spots" analysis using recent foreclosure data indicates that Chula Vista, National City, and East San Diego County have higher rates of foreclosure.

**Public Policies**

**Housing Element Compliance**

Public policies established at the regional and local levels can affect housing development and therefore, may have an impact on the range and location of housing choices available to residents. A Housing Element found by the State Department of Housing and Community Development (HCD) to be in compliance with State law is presumed to have adequately addressed its policy constraints. According to HCD, of the 19 participating jurisdictions (including the County), 17 Housing Elements were in compliance. The cities of Carlsbad and Encinitas have not yet adopted housing elements for the 2013-2021 planning period.

**Zoning Amendments to Remove Impediments to Special Needs Housing**

As part of the 2013-2021 Housing Element update, most jurisdictions have already addressed the provisions for special needs housing. However, some jurisdictions in the region have yet to address issues such as:

- Definition of family
- Density bonus
- Residential care facilities
- Emergency shelters
- Transitional/supportive housing
- Single-room occupancy housing
- Farmworker housing
- Employee housing
- Reasonable accommodation

**Fair Housing Data**

Four agencies provided fair housing services to San Diego County residents: CSA San Diego County (CSA), Legal Aid Society of San Diego (LASSD), Housing Opportunities Collaborative (HOC), and North County Lifeline (NCL).

**CSA San Diego County (CSA):** Between FY 2009-10 to FY 2013-14, CSA provided fair housing services to approximately 1,000 San Diego County residents per year—for a total of 5,923 clients over



**SAN DIEGO REGIONAL  
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

the five-year period. The majority of all complaints filed pertained to allegations of discrimination due to disability (32 percent), race (31 percent) and national origin (11 percent).

**Legal Aid Society of San Diego (LASSD):** Between May 2012 and December 2014, LASSD provided housing services to approximately 10,000 San Diego County residents. These housing services include: landlord/tenant disputes, foreclosure and eviction avoidance, and fair housing services. LASSD reports having investigated a total of 304 fair housing cases between May 2012 and December 2014 – about three percent of all housing complaints made to LASSD during that time period. A majority of these cases (64 percent) were complaints based on discrimination due to a disability. Another 11 and 10 percent, respectively, were complaints based on disparate treatment due to race (33 cases) and national origin (29 cases).

**Housing Opportunities Collaborative (HOC):** In FY 2012-13 to FY 2013-14, HOC received 1,093 fair housing inquiries. As a result, 167 fair housing complaints were filed with the HOC and referred out for legal assistance. Over half (51 percent) of all complaints filed were related to disability.

**North County Lifeline (NCL):** [Awaiting data from NCL]

In addition, fair housing complaints were filed with HUD and with the State Department of Fair Employment and Housing (DFEH) for investigation and enforcement:

**DFEH:** Since 2009, a total of 440 fair housing complaints in the San Diego County have been filed with DFEH. The majority of complaints alleged housing discrimination based on: physical disabilities (143 instances), familial/marital status (69 instances), or race/color (58 instances). The greatest numbers of complaints were filed in the cities of San Diego, Oceanside and Chula Vista.

A single complaint can involve multiple acts of discrimination. A total of 512 acts of discrimination have been recorded in San Diego County since 2009, with the cities of San Diego (228 acts), Chula Vista (35 acts) and El Cajon (33 acts) having the most number of reported incidents. “Unequal access to facilities/denied reasonable accommodation” was the most often cited act of discrimination (125 instances); but “harassment” (95 instances) and “eviction” (82 instances) were also commonly reported.

**HUD:** From January 1, 2008 to December 31, 2014, 442 fair housing cases in San Diego County were filed with HUD, with 177 of those cases filed by residents in the City of San Diego. Overall, disability-related cases were the most common—comprising 47 percent of all cases. Cases concerning race (14 percent) familial/marital status and retaliation (12 percent each), and national origin (10 percent) were also regularly reported.

According to the fair housing survey conducted as part of this AI, race, disability, and source of income were identified by respondents as the leading bases for discrimination. The survey also indicated that housing discrimination in the County was severely underreported. Only 18 (25 percent) of the 90 people who experienced housing discrimination reported the incident, according to the survey results.

## Fair Housing Impediments

Based on the analysis conducted for this AI, the following is a preliminary list of fair housing impediments identified in San Diego County:

- **Outreach and Education:** Fair housing education is identified as one of the most important strategies for furthering fair housing. However, traditional outreach methods of publishing notices and press releases in newspapers and posting information on websites are not adequate to reach the general public with diverse needs and interests. Outreach methods should be expanded to include other media of communications, and also utilize networks of neighborhood groups and organizations.
- **Enforcement:** Rigorous enforcement of fair housing laws is most effective in deterring housing discrimination. However, not enough enforcement activities are pursued. Fair housing service providers should encourage victims to pursue litigation and refer victims to agencies and organizations with the capacity to handle litigation. Also, favorable outcomes in litigation should be publicized to encourage other victims to come forward.
- **Linguistic Isolation:** A significant proportion of San Diego County residents indicated they spoke English “less than very well” and can be considered linguistically isolated. Entitlement jurisdictions should periodically update their Limited English Proficiency (LEP) plans to ensure language assistance reflects the changing demographics of the communities.
- **Segregation:** In 2010, about 5.6 percent of the County’s total population lived in a RECAP (racially/ethnically concentrated areas of poverty). These areas are also more impacted by adverse environmental factors such as hazardous materials. Local housing policies should work to promote the distribution of affordable housing throughout the community and offer a range of housing choices.
- **Lending:** Throughout San Diego County, White applicants were noticeably overrepresented in the loan applicant pool, while Hispanics were severely underrepresented. Black and Hispanic applicants also seem to be significantly more likely to receive subprime loans. The SDRAFFH and jurisdictions should meet with the lending community to discuss ways to expand access to financing for all but especially for minority households.
- **Public Policies:** Several jurisdictions within the County have yet to update their zoning ordinances to address special needs housing. Jurisdictions should implement their Housing Element program commitments to amend the zoning ordinances in a timely manner.
- **Discrimination:** Housing discrimination persists throughout the County, which is supported by general literature, statistical data from fair housing service providers, cases filed with DFEH and HUD, and recent testing conducted in the region. Specifically, discriminatory practices based on disability, race, and familial status were among the top categories. Jurisdictions should continue to allocate adequate resources for fair housing outreach and education, testing, and enforcement.
- **Fair Housing Reporting:** The reporting of fair housing statistics in the County by the various fair housing service providers is inconsistent and difficult to aggregate to allow comparison for trends and patterns. SDRAFFH should develop a format for reporting fair housing data for use by all service providers.

RESOLUTION NO. 2015-72

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
ADOPTING THE CITY OF ESCONDIDO FY  
2015-2020 FIVE-YEAR ANALYSIS OF  
IMPEDIMENTS TO FAIR HOUSING CHOICE

WHEREAS, the City of Escondido, as a recipient of federal housing and community development funds, is required to submit a certification that it will affirmatively further fair housing; and

WHEREAS, as part of this certification requirement to affirmatively further fair housing, the U.S Department of Housing and Urban Development (“HUD”) mandates that all recipients of such federal funds prepare and conduct an Analysis of Impediments to Fair Housing Choice (“AI”) once every five years; and

WHEREAS, the 2015-2020 San Diego Regional Analysis of Impediments to Fair Housing Choice (“AI”) presents a demographic profile of San Diego County and its jurisdictions, assesses the extend of housing needs among specific income groups, and analyzes fair housing trends, and evaluates the availability of a range of housing choices for residents, including an analysis of the conditions in the private market and public sector that may limit the range of housing choices for individuals; and

WHEREAS, the AI covers the entirety of San Diego County, including the 18 incorporated cities and all unincorporated areas and has been certified by the various entitlement jurisdictions within San Diego County that receive federal housing and community development funds from HUD; and

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

1. That the above recitations are true.
2. The City Council approves the adoption of the federally required FY 2015-2020 Five-Year Analysis of Impediments to Fair Housing Choice (2015-2010 AI).
3. The City Council approves the submittal of the FY 2015-2020 Five-Year Analysis of Impediments to Fair Housing Choice to the Department of Housing and Urban Development (“HUD”).

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 10**

**Date: May 6, 2015**

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

**FROM:** Edward N. Domingue, Public Works Director/City Engineer  
Ali Shahzad, Associate Engineer

**SUBJECT:** Establish Engineering and Traffic Surveys (Speed Zones) at Four (4) Locations  
Citywide

**RECOMMENDATION:**

It is requested that Council adopt Resolution No. 2015-47 to establish Engineering and Traffic Surveys (Speed Zones) at the following locations: (1) Del Dios Highway; (2) El Norte Parkway; (3) Mary Lane; and (4) Ninth Avenue.

**FISCAL ANALYSIS:**

There will be minor costs for fabrication and installation of signage at the four (4) locations.

**PREVIOUS ACTION:**

The Transportation and Community Safety Commission approved the recommended speed zones at their meeting on April 9, 2015.

**BACKGROUND:**

To satisfy the requirements of Section 40802(b) of the California Vehicle Code, Engineering and Traffic Surveys are required by the State of California to establish speed limits and to enforce those limits using radar or other speed measuring devices. These surveys must be updated periodically (every 5, 7 or 10 years, depending upon specific criteria) to ensure the speed limits reflect current conditions as dictated by the 2015 California Vehicle Code. The surveys must be conducted following the procedures outlined in the California Manual on Uniform Traffic Control Devices (CA-MUTCD) dated November 7, 2014, and in accordance with applicable provisions of the California Vehicle Code Section 627, titled "Engineering and Traffic Survey."

The CA-MUTCD guidelines state that 85 percent of drivers are traveling at a safe and reasonable speed, and that this "85th percentile" speed is the parameter of a speed survey that should be used to determine a legally enforceable posted speed limit. Based on this principle, and other speed survey standards, staff is recommending the establishment of four (4) new speed zones. Three (3) speed surveys are an update of the current posted speed limits, whereas one (1) speed survey is a new speed zone which currently does not require a posted speed limit.

The results of all the speed surveys and recommended speed limits are listed in Table 1. The last column shows the recommended speed limit per the Traffic Engineer's engineering judgment *in matching existing conditions with the traffic safety needs of the community.*

**Table 1 (Speed Surveys and Recommended Speed Limits)**

Street Name	Segment		Existing Posted Limit (MPH)	85th Percentile Speed (MPH)	Recommended Speed Limit (MPH)*
	From	To			
Del Dios Highway	Ninth Avenue	Avenida Del Diablo	40	33	35
El Norte Parkway	Centre City Parkway	Broadway	35	39	40
Mary Lane	Bear Valley Parkway	City Limits	None	35	35 (25 WCAP)
Ninth Avenue	I-15	Pinecrest Avenue	35	38	40

\*To be posted per Traffic Engineer

Mary Lane is a Collector and does not currently have a posted speed limit. Based on the 85th percentile speed, staff recommends a posted speed of 35mph along with the existing 25mph limit when children are present (school zone).

On Del Dios Highway between Ninth Avenue and Avenida Del Diablo, staff recommends a decrease in the speed limit from 40mph to 35mph. The 85th percentile speed indicates that 35mph is the safe and appropriate speed for this roadway.

On El Norte Parkway, staff recommends an increase in the speed limit from 35mph to 40mph. Current speed limits are 45mph west of Centre City Parkway and 45mph east of Broadway. This change will eliminate the current speed trap created by the 10mph speed limit decrease at this section of roadway. The 85th percentile speed of 39mph indicates that 40mph is the safe and appropriate speed for this roadway.

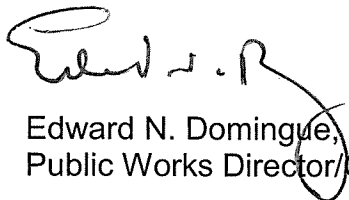
On Ninth Avenue, staff recommends an increase in the speed limit from 35mph to 40mph. Ninth Avenue between I-15 and Pinecrest Avenue is fully improved, with four lanes of traffic divided by a raised concrete median. The 85th percentile speed of 38mph indicates that 40mph is the safe and appropriate speed for this roadway.

The staff recommendations for all four (4) segments are consistent with the results of the current speed surveys and in compliance with requirements of the California Vehicle Code and the Caltrans - California Manual on Uniform Traffic Control Devices.

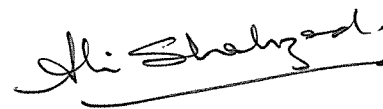
Establish Speed Surveys  
May 6, 2015  
Page 3

The item was discussed and recommended for approval at the Transportation & Community Safety Commission meeting on April 9, 2015.

Respectfully submitted,



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



Ali Shahzad, P.E.  
Associate Engineer

RESOLUTION NO. 2015-47

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AMENDING THE TRAFFIC SCHEDULE FOR  
SPEED ZONES

WHEREAS, Escondido Municipal Code Section 28-5(12) provides that the City Council shall establish a Traffic Schedule for Speed Zones; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to amend said traffic schedule;

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 Traffic Schedule for Speed Zones be amended to reflect the

addition of the following segment:

Street Name	Segment		Posted Limit (MPH)	85th Percentile Speed	Speed Limit*
	From	To			
Mary Lane	Bear Valley Parkway	City Limits	None	35	35 (25 WCAP)

\*To be posted per Traffic Engineer

3. That the Traffic Schedule for Speed Zones be amended to reflect a decreased speed limit as follows:

Street Name	Segment		Posted Limit (MPH)	85th Percentile Speed	Speed Limit*
	From	To			
Del Dios Highway	Ninth Avenue	Avenida Del Diablo	40	33	35

\*To be posted per Traffic Engineer



4. That the Traffic Schedule for Speed Zones be amended to reflect two increased speed limits as follows:

Street Name	Segment		Posted Limit (MPH)	85 <sup>th</sup> Percentile Speed	Speed Limit*
	From	To			
El Norte Parkway	Centre City Parkway	Broadway	35	39	40
Ninth Avenue	I-15	Pinecrest Avenue	35	38	40

\*To be posted per Traffic Engineer

# CITY COUNCIL

For City Clerk's Use:

APPROVED       DENIED

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

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

**Agenda Item No.: 11**

**Date: May 6, 2015**

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

**FROM:** Edward N. Domingue, Public Works Director/City Engineer  
Matt Southerre, Associate Engineer

**SUBJECT:** Fifth Amendment to the Consulting Agreement with AECOM for Design of the Citracado Parkway Extension Project

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2015-56, authorizing the Mayor and City Clerk to execute the Fifth Amendment to the Consulting Agreement with AECOM in the amount of \$42,702.25 for additional design services for the Citracado Parkway Extension Project.

FISCAL ANALYSIS:

Funding in is available within the project capital account.

PREVIOUS ACTION:

On August 1, 2012, City Council approved a Consulting Agreement with AECOM in the amount of \$2,135,356 for design of this project. Four contract amendments totaling \$764,928 have been approved, authorizing additional services to provide additional right of way documentation, value engineer significant project scope reductions, update the project EIR, and design new potable and reclaimed water mains for Rincon Water.

BACKGROUND:

The resource agencies are requiring that updated biological surveys be completed. Prior surveys were completed in 2009 as a part of the EIR. It is anticipated that updating and submitting required surveys to the resource agencies will require four months. The cost of updating the surveys is \$42,702.25. Environmental permits will not be issued until the surveys are updated.

The project continues to have a \$12M funding shortfall. Timing for project construction is based on filling this shortfall. Staff continues to apply for grant funding.

One potential granting agency, the Economic Development Administration, has stated that the completion of environmental permitting will improve the City's project as a candidate for Federal funds/grants.

Respectfully submitted,



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



Matt Souttere  
Associate Engineer

RESOLUTION NO. 2015-56

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 FIFTH AMENDMENT TO THE CONSULTING AGREEMENT WITH AECOM FOR DESIGN OF THE CITRACADO PARKWAY EXTENSION PROJECT

WHEREAS, on August 1, 2012, City Council approved execution of a Consulting Agreement for the final design of the Citracado Parkway, Andreasen Drive to West Valley Parkway Project ("Project") in the amount of \$2,135,356; and

WHEREAS, on January 28, 2014, the Public Works Director/City Engineer approved the First Amendment to the Consulting Agreement in the amount of \$44,585 for value engineering and additional survey services; and

WHEREAS, on February 12, 2014, City Council approved execution of a Second Amendment to the Consulting Agreement for additional design services for the Project in the amount of \$634,448; and

WHEREAS, on July 10, 2014, the City Manager approved execution of a Third Amendment to the Consulting Agreement for additional design services for the Project in the amount of \$58,545; and

WHEREAS, on November 3, 2014, the Public Works Director/City Engineer approved execution of a Fourth Amendment to the Consulting Agreement for additional design services for the Project in the amount of \$27,350; and

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

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Public Works/City Engineer.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Fifth Amendment to the Consulting Agreement ("Agreement") with AECOM for additional protocol surveys for the Citracado Parkway Extension Project. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference



CITY OF ESCONDIDO  
FIFTH AMENDMENT TO CONSULTING AGREEMENT

This "Amendment" is made this \_\_\_\_\_ day of \_\_May\_\_, 20\_15 \_.

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

And: AECOM  
7807 Convoy Court, Suite 200  
San Diego, CA, 92111  
Attn: Ray Hrenko  
(858) 268-8080  
("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on August 20, 2012 ("Agreement"), wherein CITY retained CONSULTANT to provide services for Preparing Final Plans and Specifications for the Citracado Parkway Extension, W. Valley Parkway to S. Andreasen Drive project; and
- B. CITY and CONSULTANT desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Amendment, which is incorporated by reference;

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

- 1. The CONSULTANT will furnish the services described in "Attachment A" to this Amendment.

2. CITY will compensate the CONSULTANT in an additional amount not to exceed \$42,702.25, pursuant to the conditions contained in "Attachment A" to this Amendment.
  
3. All additional terms under the Agreement between CITY and CONSULTANT still apply to the additional work to be performed by CONSULTANT under this Amendment. If any of the terms of this Amendment conflict with the Agreement, this Amendment must prevail.

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

CITY OF ESCONDIDO

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

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

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

\_\_\_\_\_  
Diane Halverson  
City Clerk

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

AECOM

\_\_\_\_\_  
Ray Hrenko  
Vice President Transportation

*(The above signature should be notarized)*

APPROVED AS TO FORM:

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

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

AECOM

AECOM  
401 West A Street, Suite 1200, San Diego, CA 92101  
T 619.610.7600 www.aecom.com

March 19, 2015

Julie Procopio, P.E.  
Assistant Director of Public Works/Engineering  
City of Escondido  
Public Works Department, Engineering Division  
201 North Broadway  
Escondido, CA 92025

**Subject: Citracado Parkway (Andreasen Drive to West Valley Parkway) -  
Protocol/Focused Surveys and Report**

Dear Mrs. Procopio:

As requested, please find attached our proposed scope and budget to provide additional services to prepare new Protocol Surveys per the request by U.S. Army Corps of Engineers for the permit approval for the construction of Citracado Parkway Extension Project.

Please let us know if additional clarifications are needed. If you are in agreement with this proposal, please issue an Amendment #5 to the contract for an amount of \$42,702.25.

Please contact Jack Dullaghan regarding any project questions that you have, or if additional information would be helpful. Thank you.

Sincerely,



Ray Hrenko  
Vice President  
AECOM

Attachments:

Scope of Work Proposal, 03/18/2015  
Proposed Budget-Amendment 5, 03/18/2015



## SCOPE OF WORK

### Citracado Parkway Extension

AECOM Environment  
March 18, 2015

#### Protocol Surveys

The U.S. Army Corps of Engineers has requested that updated protocol/focused surveys be conducted, for ambrosia, least Bell's vireo, southwestern willow flycatcher, California gnatcatcher, and burrowing owl.

##### Ambrosia pumila

Due to the presence of appropriate vegetation communities in portions of the project area, focused surveys for *Ambrosia pumila* are necessary in 2015 to determine the presence/absence of the species within the project area.

Focused surveys for *A. pumila* will be performed by qualified biologists in accordance with USFWS botanical survey guidelines (USFWS 2000). The surveys will be performed by walking transects across the site at a spacing near enough to provide complete visual coverage. Field data collected for *A. pumila* occurrences will include habitat type(s), location and extent (recorded with submeter GPS), number of plants, observed phenology(ies), possible threats to the population, associated plant species, and other ecological data as determined to be relevant. Field botanists will also take representative photographs of habitats on-site and any *A. pumila* occurrences. Focused surveys will take place during spring 2015. It is noted that the peak of the blooming season for this species has already past (typically January – February). Thus it is assumed that vegetative surveys will take place this year, late spring. After completion of surveys, methods and results will be summarized within the BTR Addendum as noted below. No stand-alone survey report is included for this species as it is not required by the resource agencies.

##### Least Bell's Vireo

Due to the presence of suitable riparian vegetation within Escondido Creek, focused surveys for the federally endangered least Bell's vireo (*Vireo bellii pusillus*; LBV) were conducted in 2007, 2009, and 2012 by AECOM within the project and no LBV were detected. Riparian habitat was restored as part of the HARRF Flood Protection Mitigation Area, which has created suitable LBV habitat. Based upon comments received during the EIR public review, updated protocol surveys are required to determine the presence/absence of LBV within the project area.

Protocol-level LBV surveys for the LBV will be conducted in accordance with USFWS survey guidelines dated January 19, 2001 (USFWS 2001). Eight surveys will be conducted at least 10 days apart between April 10 and July 31, 2015. The surveys must occur between dawn and

11:00 AM. Surveys will consist of qualified AECOM biologists walking meandering transects through all potential LBV habitat, including all riparian willow forest, riparian willow scrub, as well as upland and wetland habitats adjacent to areas of riparian habitat. Biologists will conduct passive surveillance (i.e. listening and looking for LBVs) in all habitats with potential to support LBV. If an LBV is detected, its location, sex, and behavior will be recorded with a Global Positioning System (GPS) unit and on field maps. No USFWS 10(a)(1)(A) permits are required since taped call backs will not be used. It is anticipated that 1 survey day will be needed to cover the area of suitable LBV habitat within the 6-hour time interval designated in the protocol.

Survey methods, results, and discussion will be described in a brief survey report for submittal to USFWS. The report must be provided to USFWS within 45 days of completion of the surveys (i.e., "45-day report"). Therefore, a draft report will be submitted to the Client within 30 days of completing the surveys. Based on comments, the report will be revised, and then submitted to the USFWS per the conditions of AECOM's 10(a)(1)(A) permit. It is assumed that the 45-day report for this species will be combined with reporting to USFWS on other federally listed protocol surveys for spring 2015. Thus one survey report will be provided that summarizes all federally listed protocol species surveys (i.e., least Bell's vireo, southwestern willow flycatcher, and coastal California gnatcatcher).

#### Coastal California Gnatcatcher

Diegan coastal sage scrub exists in limited portions of the project area. Due to comment received during public review of the EIR, protocol surveys for the federally threatened coastal California gnatcatcher (*Polioptila californica californica*; CAGN) are required to determine the presence/absence of CAGN within the project area.

CAGN surveys will be conducted during the breeding season of 2015 per USFWS guidelines (USFWS 1997) in suitable CAGN habitat. Permitted AECOM biologists will conduct surveys during morning hours when conditions are suitable to detect CAGNs and will continue until noon. The protocol requires six surveys to be conducted during the breeding season (March 15 through June 30). Limited suitable habitat exists within the project area and can easily be surveyed in one morning. The six protocol surveys will be separated by a minimum of 7 days. Surveys will consist of walking meandering transects through potential CAGN habitat, including all scrub associations, uplands, and canyons. Biologists will conduct passive surveillance (i.e., listening and looking for the species) in all habitats with potential to support CAGN. If an observation is not made after approximately 5 to 10 minutes of passive survey activity, a recorded vocalization of CAGN will be played for approximately 5 to 10 seconds (i.e., active survey activity), followed by another period of passive observation. If a CAGN is detected, its location, sex, and behavior will be recorded with a GPS unit and on field maps. As allowed under AECOM's endangered species permit, the survey activity "takes" the CAGN through harassment with playback of taped CAGN vocalizations. No individual CAGNs will be captured.

Survey methods, results, and discussion will be described in a brief survey report for submittal to USFWS. The report must be provided to USFWS within 45 days of completion of the surveys

(i.e., "45-day report"). Therefore, a draft report will be submitted to the Client within 30 days of completing the surveys. Based on comments, the report will be revised, and then submitted to the USFWS per the conditions of AECOM's 10(a)(1)(A) permit. It is assumed that the 45-day report for this species will be combined with reporting to USFWS on other federally listed protocol surveys for spring 2015. Thus one survey report will be provided that summarizes all federally listed protocol species surveys (i.e., least Bell's vireo, southwestern willow flycatcher, and coastal California gnatcatcher).

#### Burrowing Owl

For purposes of this scope, AECOM assumes that 34.5 acres of the project area and 500-foot buffer (all grassland, ruderal, and disturbed habitat) will be surveyed pursuant to the California Department of Fish and Wildlife's 2012 Staff Report Survey Guidelines. Biologists will complete protocol surveys throughout habitat suitable for western burrowing owl. Suitable habitat will be surveyed on 4 repeat visits. One survey will be conducted between February 15 and April 15. And three survey visits will be conducted, at least three weeks apart, between April 15 and July 15, with at least one visit after June 15. Transects spaced approximately 7 to 20 meters apart will be walked during each round of 100% coverage surveys. After completion of surveys, methods and results will be summarized within the BTR Addendum as noted below. No stand-alone survey report is included for this species as it is not required by the resource agencies.

#### **Biological Technical Report Addendum**

An addendum to the project Biological Technical Report (BTR) will be prepared upon completion of focused surveys as outlined above. This addendum will summarize methods and results of each of the survey efforts and provide any updates to impact analyses and mitigation requirements should they differ from those outlined in the project BTR based on 2015 survey findings.

#### **Assumptions**

- Access to the project site and surrounding buffer area will be arranged by the City of Escondido.
- Cost of active or passive relocation of burrowing owls is not included.
- No Biological Assessment/Biological Opinion will be required by USACE;
- Six surveys for CAGN, eight surveys for LBV, 4 surveys for burrowing owl, and 1 survey for *Ambrosia pumila*;

Citracado Pkwy. Extension Mod 5  
 Submitted by: AECOM P&D

March 18, 2015	Task 1		Task 2		Task 3		Task 4		Task 5		Task 7		Task 8		Total		
	Ambrosia pumila surveys NO Report		Vireo Survey and USFWS 45-Day Report		Gnatcatcher Survey and USFWS 45-Day Report		Burrowing Owl Survey NO Report		BTR Addendum								
AECOM Staff	Rate	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
Principal, John Bridges	\$225.00																
Planner IV, Michele Fehrensén	\$140.00	1	\$140.00	6	\$840.00	6	\$840.00	6	\$840.00	10	\$1,400.00					29	\$4,060.00
Senior Analyst/Planner, TBD	\$110.00																
Biologist III	\$125.00																
Biologist II	\$105.00	10	\$1,050.00	36	\$3,780.00	28	\$2,940.00	20	\$2,100.00	50	\$5,250.00					144	\$15,120.00
Biologist I	\$90.00	10	\$900.00	64	\$5,760.00	56	\$5,040.00	20	\$1,800.00							150	\$13,500.00
Senior Environmental Engineer/Scientist	\$195.00																
Environmental Engineer	\$110.00																
GIS Specialist I	\$115.00	2	\$230.00	8	\$920.00	8	\$920.00	2	\$230.00	8	\$920.00					28	\$3,220.00
Graphic Artist II	\$105.00																
Technical Editor	\$100.00			2	\$200.00	2	\$200.00	2	\$200.00	6	\$600.00					12	\$1,200.00
Word Processor I	\$90.00			2	\$180.00	2	\$180.00	2	\$180.00	6	\$540.00					12	\$1,080.00
Project Manager	\$170.00	1	\$170.00	4	\$680.00	4	\$680.00	2	\$340.00	6	\$1,020.00					17	\$2,890.00
<b>TOTAL AECOM LABOR</b>		<b>24</b>	<b>\$2,490.00</b>	<b>122</b>	<b>\$12,360.00</b>	<b>106</b>	<b>\$10,930.00</b>	<b>54</b>	<b>\$5,690.00</b>	<b>66</b>	<b>\$6,730.00</b>					<b>392</b>	<b>\$41,070.00</b>
		114	10690			98	9170	42	3950	76	10420						
<b>Project Expenses</b>			<b>Cost</b>		<b>Cost</b>		<b>Cost</b>		<b>Cost</b>		<b>Cost</b>		<b>Cost</b>		<b>Cost</b>		<b>Cost</b>
Reprographic/Photo Copies per page:																	
B&W 8.5 x 11	\$0.10			30	\$3.00	25	\$2.50			200	\$20.00					255	\$25.50
B&W 11 x 17	\$0.15																
Color 8.5 x 11	\$0.95			10	\$9.50	5	\$4.75			20	\$19.00					35	\$33.25
Color 11 x 17	\$1.35									10	\$13.50					10	\$13.50
Travel/Mileage			\$200.00		\$640.00		\$480.00		\$240.00								\$1,560.00
<b>PROJECT EXPENSES COST</b>			<b>\$200.00</b>		<b>\$642.50</b>		<b>\$487.25</b>		<b>\$240.00</b>		<b>\$52.50</b>						<b>\$1,632.25</b>
<b>EDAW MARKUP ON EXPENSES</b>																	
<b>TOTAL PROJECT EXPENSES COST</b>			<b>\$200.00</b>		<b>\$642.50</b>		<b>\$487.25</b>		<b>\$240.00</b>		<b>\$52.50</b>						<b>\$1,632.25</b>
<b>TOTAL AECOM LABOR &amp; OTHER DIRECT COSTS</b>			<b>\$2,690.00</b>		<b>\$13,012.50</b>		<b>\$11,287.25</b>		<b>\$5,930.00</b>		<b>\$9,782.50</b>						<b>\$42,702.25</b>

ASSUMPTIONS:  
 1. Please refer to associated Scope of Services.

Vireo, gnatcatcher, and BUOW surveys will happen concurrent. The field hours are divided proportionately amongst the three surveys. Surveys cannot be conducted separately for these same costs, due to travel time, fuel costs, etc.  
 No report preparation is included in the Ambrosia and Burrowing Owl Tasks. Report preparation for these species will be authorized under a separate contract.

ORDINANCE NO. 2015-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND JUDITH ANNE ZENNER, DANIEL J. ZENNER AND MARYANNE E. ZENNER; AND DAVID FLORES AND IRMA E. FLORES; AND SHERYL ALVARADO; AND JOSE RODRIGUEZ AND IRMA RODRIGUEZ, TO AUTHORIZE CONSTRUCTION OF A 40-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION IN THE NORTH BROADWAY DEFICIENCY AREA

PLANNING CASE NO.: PHG 14-0007  
RELATED CASES: SUB 14-0002  
PHG 14-0006  
ENV 14-0003

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. That proper notices of a public hearing have been given and public hearings have been held before the Planning Commission and City Council on this issue.

SECTION 2. That the City Council has reviewed and considered the Final Mitigated Negative Declaration (City Log No. ENV 14-0003) and the Mitigation Monitoring Program and has determined that all environmental issues associated with the project have been addressed and no significant environmental impacts will result from approving this agreement.

SECTION 3. That upon consideration of the Findings/Factors to be Considered, attached as Exhibit "B" and incorporated by this reference, the staff report, Planning Commission recommendation (Resolution No. 6039), and all public testimony presented at the hearing held on this agreement, this City Council finds that the

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

## RENT REVIEW BOARD

For City Clerk's Use:

APPROVED  DENIED

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

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

**Agenda Item No.: 13**

**Date: May 6, 2015**

**TO:** Honorable Chairman and Members of the Rent Review Board

**FROM:** Barbara Redlitz, Director of Community Development

**SUBJECT:** Short-form Rent Increase Application for Westwinds Mobilehome Park (File Number 0697-20-10026)

### **RECOMMENDATION:**

- Consider the short-form rent increase application submitted by Westwinds Mobilehome Park.
- If approved, adopt Rent Review Board Resolution No. 2015-02 granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 0.963% (an average of \$4.59) for the period of December 31, 2013 to December 31, 2014.

### **INTRODUCTION:**

Westwinds Mobilehome Park ("Park"), located at 1415 S Pine Street, has filed a short-form rent increase application. The Board is asked to accept the staff report, hear public testimony, and make a determination concerning the request in accordance with the Escondido Rent Protection Ordinance and the short-form procedures as outlined in the Rent Review Board Guidelines. The application and the staff report have been made available to the Board for review and consideration prior to the hearing.

### **THE RENT INCREASE APPLICATION:**

Westwinds Mobilehome Park is an all-age park which has a total of 66 spaces. There are 19 spaces subject to rent control, and the Park is requesting an increase for the 19 rent controlled spaces. The other spaces not included in this application are on long-term leases, occupied as rentals or by management, are rented as RV spaces, or are vacant. The amenities available for the residents include a furnished clubhouse, a pool, and coin laundry facilities.

The application meets all the eligibility criteria for submittal of a short-form rent increase application.

**PARK OWNER'S REQUEST:**

The Park is requesting an increase of 75% of the change in Consumer Price Index for the period of December 31, 2013, to December 31, 2014. Seventy-five percent of the change in the CPI for the period of consideration is 0.963%. The average monthly rent for the residents that are affected by this application is \$476.81. The average monthly increase requested for the 12 spaces is \$4.59 per space, per month.

This is the eighteenth rent increase request filed by this Park since the Ordinance was implemented. The last increase was granted in May of 2014 for an average amount of \$5.19, per space, per month.

**RESIDENT MEETING AND COMMENTS:**

Individual notices were sent to each affected resident notifying them of the increase application and the hearing date. The notice included information about a resident meeting scheduled at the Park's clubhouse on April 13, 2015. As there was no resident participation, the meeting was cancelled. Residents have not expressed any issues or concerns to staff.

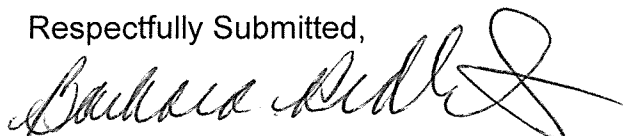
**CODE ENFORCEMENT INSPECTION:**

An inspection of the common areas of the Park by the Code Enforcement Division of the City noted some violations of the Health and Safety Code. A copy of the Code Report ("Report") is attached as "Exhibit A." The Owner and Resident Manager received a copy of the Report. Since the last hearing, the Park has converted the old Park Office space into a new mobile home space.

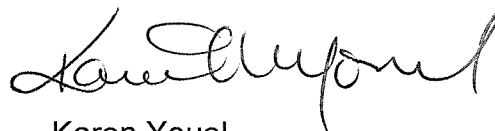
**ADDITIONAL FACTORS AFFECTING THE APPLICATION:**

In conformance with the Rent Review Board Guidelines, the decision of the Board will be finalized by adoption of the Resolution confirming the findings of the Public Hearing. The Notice of Determination will be mailed to the applicant and residents immediately upon adoption of the Resolution. The Park owner may send the 90-day notice of any rent increase granted to the residents upon the adoption of the Resolution.

Respectfully Submitted,




Barbara Redlitz  
Director of Community Development



Karen Youel  
Management Analyst

**DATE:** APRIL 17, 2015

**TO:** HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD

**FROM:** BRIAN GUSTAFSON, CODE ENFORCEMENT MANAGER 

**SUBJECT:** WESTWINDS MOBILEHOME PARK RENT CONTROL

Westwinds Mobilehome Park was inspected on April 16, 2015, with the lighting inspection conducted the evening of April 15, 2015. This inspection was a result of an application for a rent increase having been filed. Two general and one lighting violations were found and noted in the attached inspection report.

The resident meeting for the park was held April 13, 2015; however there was no resident participation and no code related issues brought forth. The park manager and city staff were the only two to attend and there has been no contact from anyone desiring to be the resident representative.

There were no code enforcement cases in this park in the past year.

CC: Barbara Redlitz, Director of Community Development  
Karen Youel, Rent Control Administration



April 16, 2015

**MOBILEHOME PARK RENT CONTROL**  
**CODE ENFORCEMENT INSPECTION REPORT**

**Park Name:** Westwinds Mobile Home Park  
1415 S. Pine St  
Escondido, CA. 92025

**Park Owner:** Westwinds Mobile Home Park LLC  
c/o Thomsen Properties  
301 E. 17<sup>th</sup> Street #208  
Costa Mesa, CA. 92627

**Park Manager:** Pamela Thiem  
Jim Younce  
**Phone:** (760) 740-0743

**Inspection Date:** 4/16/2015  
**Inspector:** Art Stephens  
Andrew Modglin

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Code of Regulations, Title 25, Division I, Chapter 2 and the Escondido Zoning Code, Article 45. This inspection report only addresses health and safety issues that are related to areas for which maintenance, repair and operations is the responsibility of the owners and managers of the park.

**General Violations:**

1. Repair the water leak under the men's restroom sink. **25 CCR 1605 (e) & 25 CCR 1102 (a).**

2. Repair the loose handrails on the swimming pool ladder. **25 CCR 1608 (a) (6), 25 CCR 1608 (i) & 25 CCR 1102 (a).**

**Areas of the park requiring illumination per 25 CCR 1108**

**(Lighting Inspection conducted on; 04-15-2015)**

1. Repair the inoperable light post adjacent to space #6 Tahiti Drive.

RESOLUTION NO. RRB 2015-02

A RESOLUTION OF THE ESCONDIDO  
MOBILEHOME RENT REVIEW BOARD  
MAKING FINDINGS AND GRANTING A  
RENT INCREASE FOR WESTWINDS  
MOBILEHOME PARK

(File Number: 0697-20-10026)

WHEREAS, Article V of Chapter 29 of the Escondido Municipal Code is a codification of the Escondido Mobilehome Rent Protection Ordinance ("Ordinance") and provides for mobilehome space rent regulation; and

WHEREAS, the City of Escondido Mobilehome Park Rental Review Board ("Board") is charged with the responsibility of considering applications for rent increases; and

WHEREAS, a short-form rent increase application pursuant to Section 12 of the Rent Review Board Guidelines was filed on March 24, 2015, by Westwinds Mobilehome Park, LLC, the owner of the rental spaces in Westwinds Mobilehome Park, located at 1415 S. Pine Street in Escondido; and

WHEREAS, this is the eighteenth rent increase application filed by the Park since the Ordinance became effective in 1988. The last rent increase was granted by Rent Review Board Resolution 2014-04 on May 21, 2014, for an increase of 1.281%, or approximately \$5.19 per space, per month; and

WHEREAS, at the time of the current application, the average monthly rent per affected space was \$476.81 for 19 spaces subject to the rent increase. The owner requested a rent increase in the amount of 75% of the change in the Consumer Price

Index ("CPI") for the period December 31, 2013, through December 31, 2014, in accordance with the Rent Review Board short-form policy guidelines. The application estimated this amount to be an average of \$4.59 (an increase of 0.963%) per space, per month; and

WHEREAS, a notice of the Park's 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; and

WHEREAS, on April 16, 2015, a Mobilehome Park Rent Review Code Enforcement Inspection Report ("Inspection Report") was completed. It noted Health and Safety Code violations in the Park; and

WHEREAS, on May 6, 2015, the Board held its public hearing. After an initial staff presentation, the Board invited testimony from Park ownership, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members, and clarifying questions to the parties and Staff, the Board voted to grant an average rent increase of \$4.59 per space, per month, for the 19 spaces which are subject to the rent increase.

NOW, THEREFORE, BE IT RESOLVED by the Rent Review Board of the City of Escondido, as follows:

1. That the above recitations are true.
2. That the Board has heard and considered all of the reports and testimony

presented, and has considered the facts as outlined in the short-form Guidelines (“Guidelines”).

3. That following the Guidelines, an increase based on 75% of the change in the Consumer Price Index (“CPI”) for San Diego County from December 31, 2013, through December 31, 2014, would amount to an increase of 0.963%, which averages \$4.59 per space, per month, for the 19 spaces that are subject to the rent increase.

4. That the Board concluded an increase of \$4.59 per space, per month, is consistent with the Guidelines, and is fair, just, and a reasonable increase in light of the information presented by all parties..

5. That the increase may not be implemented until after the health and safety code violations noted in the Inspection Report have been corrected, signed off, and are in compliance with the various state and local code sections as noted in the Inspection.

6. That 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.

# CITY COUNCIL

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.:** 14

**Date:** May 6, 2015

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

**FROM:** Edward N. Domingue, Public Works Director/City Engineer  
Gabrielle Restivo, Management Analyst

**SUBJECT:** Public Hearing for City of Escondido Landscape Maintenance District Zones 1-36 and 38

RECOMMENDATION:

It is requested that the City Council receive input from property owners in Zones 1-36 and 38 of the City of Escondido Landscape Maintenance District (LMD) (map attached) on the proposed budget and assessments for FY 2015/2016. No Council action is required.

FISCAL ANALYSIS:

The LMD through special-benefit property assessments reimburses the City for costs associated with maintaining all landscaped areas in the LMD zones. The City is also an assessed property owner in Zone 12 for property purchased adjacent to Reidy Creek. Additionally, the City contributes to Zone 13 for the maintenance of median landscaping in Centre City Parkway south of Felicita Avenue, north of Montview Drive.

PREVIOUS ACTION:

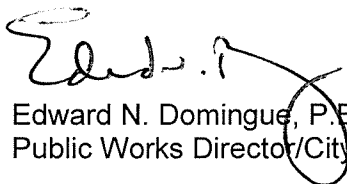
On March 18, 2015, the City Council approved the preliminary Assessment Engineer's Report for FY 2015/2016 and set a public hearing date of May 6, 2015, for Zones 1-36 and 38.

BACKGROUND:

Each year the City Council reviews and approves the LMD budget and assessment for each zone. As part of the approval process, a public hearing is held to give property owners within the LMD an opportunity to comment on the proposed budget and assessment. This is the purpose of the public hearing today. The LMD budget and assessments addressed in this public hearing are for LMD Zones 1-36 and 38. No City Council action is required.

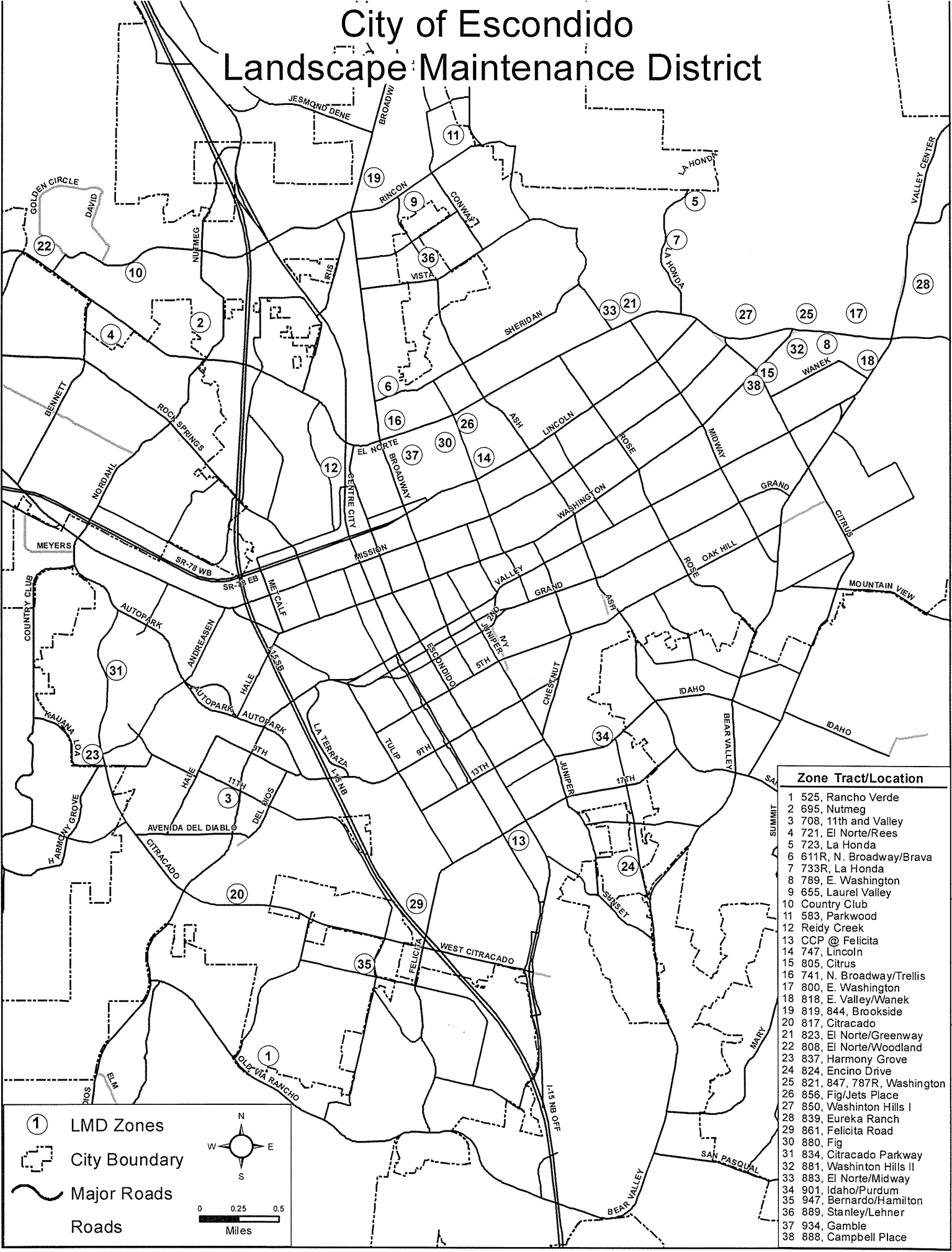
Staff will request approval of the final Assessment Engineer's Report, setting assessments for FY 2015/2016, at the June 17, 2015, City Council meeting.

Respectfully submitted,

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

  
Gabrielle Restivo  
Management Analyst

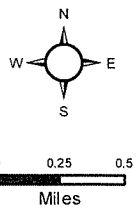
# City of Escondido Landscape Maintenance District



### Zone Tract/Location

- 1 525, Rancho Verde
- 2 695, Nutmeg
- 3 708, 11th and Valley
- 4 721, El Norte/Rees
- 5 723, La Honda
- 6 611R, N. Broadway/Brava
- 7 733R, La Honda
- 8 789, E. Washington
- 9 655, Laurel Valley
- 10 Country Club
- 11 583, Parkwood
- 12 Reidy Creek
- 13 CCP @ Felicita
- 14 747, Lincoln
- 15 805, Citrus
- 16 741, N. Broadway/Trellis
- 17 800, E. Washington
- 18 818, E. Valley/Wanek
- 19 819, 844, Brookside
- 20 817, Citracado
- 21 823, El Norte/Greenway
- 22 808, El Norte/Woodland
- 23 837, Harmony Grove
- 24 824, Encino Drive
- 25 821, 847, 787R, Washington
- 26 856, Fig/Jets Place
- 27 850, Washinton Hills I
- 28 839, Eureka Ranch
- 29 861, Felicita
- 30 880, Fig
- 31 834, Citracado Parkway
- 32 881, Washinton Hills II
- 33 883, El Norte/Midway
- 34 901, Idaho/Purdum
- 35 947, Bernardo/Hamilton
- 36 889, Stanley/Lehner
- 37 934, Gamble
- 38 888, Campbell Place

- ① LMD Zones
- City Boundary
- Major Roads
- Roads



**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 15**

**Date: May 6, 2015**

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

**FROM:** Helen Davies, Environmental Programs Manager

**SUBJECT:** Amendments to Chapter 22 of the Escondido Municipal Code, and Adoption of Jurisdictional Runoff Management Plan and Associated Water Quality Improvement Plans for the San Dieguito and Carlsbad Watersheds and CEQA Notice of Exemption

**RECOMMENDATION:**

It is requested that Council adopt the following measures to comply with Regional Water Quality Control Board Order Number R9-2013-0001:

- a) Ordinance No. 2015-09 updating Chapter 22 of the Escondido Municipal Code; and
- b) Resolution No. 2015-74 adopting the City of Escondido Jurisdictional Runoff Management Plan, the Water Quality Improvement Plans for the Carlsbad and San Dieguito Watersheds, and the CEQA Notice of Exemption (NOE).

**FISCAL ANALYSIS:**

The budget includes staff across City departments who are already fulfilling municipal stormwater permit functions, the Environmental Programs Budget, and funding for Eagle Scout Lake maintenance and the Spruce Street Channel Rehabilitation Project. Funding for this program is provided through the Utilities Department via a portion of the Wastewater Service Charge. Costs of this program are not expected to increase from previous budget allocations. The budget for implementation of this project in FY 14/15 was \$4,168,005 with FY 15/16 budget request \$3,800,379 pending budget approval.

**CORRELATION TO THE CITY COUNCIL ACTION PLAN:**

This item relates to the Council's Action Plan regarding Neighborhood Improvement.

**PREVIOUS ACTION:**

Council Workshop on March 11, 2015, explained the requirements of the Municipal Separate Storm Sewer System (MS4) Permit from the Regional Water Quality Control Board (R9-2013-0001)(Permit). This code update and plans were developed in compliance with the Permit. Utilities staff presented information on the option for an alternative compliance program on August 6, 2014. Previous Chapter 22 code updates and Runoff Management Plans were approved by Council in response to earlier MS4 Permits in 2008 and 2002.



## **BACKGROUND:**

On May 8, 2013, the Regional Water Quality Control Board (RWQCB) adopted Order No. R9-2013-0001, National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds within the San Diego Region ("MS4 Permit"). The MS4 Permit, updated on a five-year permit cycle, applies to 21 Copermitees including the City of Escondido. The City must review and update the Municipal Code, update its Jurisdictional Runoff Management Plan (JRMP), and participate in development of Water Quality Improvement Plans (WQIPs) for the San Dieguito and Carlsbad Watersheds. These updates are required to be submitted to the RWQCB by June 26, 2015. The RWQCB and the public will then have a final opportunity to review and comment on the WQIPs before they are finalized in Fall 2015.

The WQIPs and JRMP including attachments and appendices are available for Council and public review on the City's website at: <https://www.escondido.org/water-quality-improvement-planning.aspx>

## **Municipal Code update:**

Attachment A shows redline strike-out of proposed changes to the Escondido Municipal Code Chapter 22 – Wastewaters, Stormwaters, and Related Matters which are required to ensure City compliance with the MS4 Permit. The update includes permit-required changes to prohibited discharges and addresses requirements for the maintenance and certification of structural Best Management Practices (BMPs).

## **Water Quality Improvement Plans (WQIPs):**

The WQIPs for San Dieguito Watershed and Carlsbad Watershed establish Highest Priority Water Quality Conditions (HPWQCs), goals for water quality improvements, and strategies and schedules to achieve those goals. The HPWQC for both watersheds is bacteria. The WQIPs are developed in coordination with the other jurisdictions within each watershed management area, along with a consultation panel of stakeholders from the regulatory, development, and environmental communities. Once developed and approved, the plans undergo an adaptive management process, to be reported on annually and re-assessed in at most five years from adoption.

## **Jurisdictional Runoff Management Plan (JRMP):**

The JRMP details the specific measures the City will take to implement the strategies of the WQIP and to comply with requirements of the MS4 Permit related to development and municipal operations. Escondido has implemented a similar plan since the first municipal storm water requirements were enacted nearly 15 years ago; this is essentially an update to the previous plan. City staff from multiple departments implement elements of the JRMP with coordination and reporting by Environmental Programs Division. The JRMP includes: inspections and maintenance of municipal infrastructure,

development requirements, and compliance inspections of construction sites and existing development, and public education. The JRMP also requires a Best Management Practice (BMP) Manual for existing development along with an Enforcement Response Plan. For more information about the JRMP and changes to the program, please refer to the JRMP Executive Summary (Attachment B).

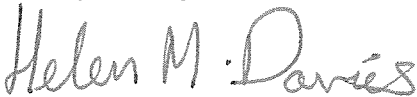
**CEQA:**

With adoption of this resolution, Council is also adopting the Notice of Exemption prepared in accordance with the California Environmental Quality Act. See Attachment C.

**NOTE:**

In addition to the Ordinance and Resolution (including municipal code update, JRMP, and WQIPs), staff are working on elements of the development planning program which will be presented to City Council in late 2015. As required by the MS4 Permit and in coordination with other Copermitees and stakeholders, the City will adapt the regional Best Management Practice (BMP) Design Manual to replace the 2011 Standard Urban Stormwater Management Plan (SUSMP). Furthermore, in accordance with City Council direction from August 6, 2014, staff are pursuing the development of an alternative compliance program for applicable developments which may help fund elements of this program. Any proposed alternative compliance program will likely be presented for Council review and approval in 2016.

Respectfully submitted,



~~Helen M. Davies~~  
Environmental Programs Manager

**Attachments:**

- A – Red line strike-out of Escondido Municipal Code Chapter 22
- B – Jurisdictional Runoff Management Plan (JRMP) Executive Summary
- C – CEQA Notice of Exemption

**Chapter 22 WASTEWATERS, STORMWATERS, AND RELATED MATTERS****ARTICLE 1 In General****Definitions.**

As used in this chapter, the following words and phrases shall have the meanings ascribed to them in this section.

Act shall mean the Federal Water Pollution Control Act of 1972, also known as the Clean Water Act, 33 U.S.C. 1251, et seq.

Approved or approval shall mean the approval of the director, and/or approval shall mean meeting the approval of the director as a result of investigation and/or tests conducted by the director or by reason of accepted principles or tests by national authorities, technical or scientific organizations, or research laboratory of recognized authority.

Approval authority shall mean the California State Water Resource Control Board that regionally governs the city's pretreatment program.

Authorized representative shall mean the following:

(1) A president, secretary, treasurer, or vice president in charge of a principal business function, or any other person who performs similar policy or decision making functions, if the discharger is a corporation;

(2) The manager of one (1) or more manufacturing, production, or operation facilities employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five million dollars (\$25,000,000.00) (in second-quarter 1980 dollars), if the discharger is a corporation, and authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

(3) A general partner or proprietor if the discharger is a partnership or proprietorship, respectively;

(4) A principal executive officer or director having responsibility for the overall operation of the discharging facility or a ranking elected official if the discharger is a governmental entity, charitable organization or other such unincorporated entity; or

(5) A representative authorized in writing by an individual designated above, if the authorization is submitted to the director and specifies an individual or a position having responsibility for the overall operation of the facility. This includes the position of plant manager, a position of equivalent responsibility for environmental matters for the company. If an authorization under this subsection is no longer accurate because a different individual or position has the responsibility for the overall operation of the facility, or overall responsibility

for environmental matters of the company, a new authorization satisfying the requirements of this subsection must be submitted to the director prior to or together with, any reports to be signed by such person.

Basin plan means the comprehensive water quality control plan for the San Diego Basin, adopted by the Regional Water Quality Control Board, San Diego Region in 1975, and all subsequent amendments.

Beer manufacturer shall mean a manufacturer of beer as defined in California Business and Professions Code Section 23012.

Best management practices (BMPs) shall mean schedules of activities, pollution treatment practices or devices, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices or devices to prevent or reduce the discharge of pollutants directly or indirectly to sewer system or the ~~stormwater conveyance system~~. MS4. Best management practices also include, but are not limited to, treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage. Best management practices may include any type of pollution prevention and pollution control measure that can help to achieve compliance with this chapter.

Biological oxygen demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees Celsius, expressed in terms of milligrams per liter (mg/l) and analyzed in accordance with the most recent of "Standard Methods for the Examination of Water and Wastewater" prepared and published by the American Public Health Association, American Water Works Association and Water Environmental Federation.

Brandy manufacturer shall mean a manufacturer of brandy as defined in California Business and Professions Code Section 23014.

Building shall include all structures.

Building drain shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.

Building sewer shall mean the extension from the building drain to the public sewer or other place of disposal.

California Ocean Plan means the Water Quality Control Plan for Ocean Waters of California, adopted by the State Water Resources Control Board in September 1991, and all subsequent amendments.

Categorical pretreatment standard or categorical standard shall mean any regulation containing pollutant discharge limits promulgated by EPA in accordance with Section 307(b) and (c) of the Act (33 USC 1317) which apply to a specific category of users and which appear in 40 CFR Chapter 1, Subchapter N, Parts 405-471. CFR means the Code of Federal Regulations.

City shall mean authorized representatives of and facilities owned by the City of Escondido.

Clean Water Act or CWA shall mean the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. 86 Stat. 916, Public Law 92-500.

Commercial establishment shall mean a private establishment such as a restaurant, hotel laundry, store, filling station, or recreational facility. A nonprofit private or government entity such as a church, school, hospital, military facility, correctional institution, recreation facility or a facility owned and operated by a charitable organization is considered a commercial establishment.

Compliance schedule shall mean a document issued with milestone dates agreed to by the city and the IU, enforced by the city, represents the shortest schedule of actions to achieve compliance with pretreatment standards.

Composite sample shall mean a sample formed by mixing discrete samples taken at periodic times at periodic points in time or a continuous proportion of the flow. The number of discrete samples which make up the composite sample depends upon the variability of pollutant concentration and flow.

Cooling water shall mean the water discharged from any use including, but not limited to, air conditioning, cooling or refrigeration, during which the only pollutant assessed is heat.

Contamination shall mean an impairment of the quality of the waters of the state by the introduction of waste material to a degree which creates a hazard to the public health through poisoning or through the spread of disease.

Combined sewer shall mean a sewer receiving both surface runoff and sewage.

Daily maximum limit shall mean the maximum allowable discharge of any pollutant. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken during the twenty-four (24) hour period.

Direct discharge shall mean the discharge of treated or untreated wastewater into the receiving water of the state of California.

Director shall mean the person designated by the city manager to have charge of the administration and supervision of the utilities department or any other official(s) as designated by the city manager.

Distilled spirits manufacturer shall mean a manufacturer of distilled spirits as defined in California Business and Professions Code Section 23015.

Domestic septage shall mean the liquid or solid material removed from private sewage disposal system, portable toilet or other holding device that receives only domestic sewage.

Domestic wastewater (domestic sewage) shall mean sanitary wastewater and wastewater generated from household type operations.

DPH shall mean the department of public health.

Drainage system or drainage piping shall mean and include all the piping within public or private premises which conveys sewage or other liquid wastes to a legal point of disposal, but shall not include the mains or laterals of a public sewerage system.

EIWP shall mean the Escondido industrial waste program.

Enclosed Bays and Estuaries Plan means the California Enclosed Bays and Estuaries Plan: Water Quality Control Plan for Enclosed Bays and Estuaries of California, adopted by the State Water Resources Control Board April 11, 1991, and all subsequent amendments.

F.O.G. shall mean fats, oils and grease.

Food service establishment shall mean a facility engaged in preparing food for consumption by the public such as a restaurant, commercial kitchen, caterer, hotel, school, hospital, prison, correctional facility or care institution.

Garbage shall mean solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Grab sample shall mean a single sample of water collected at a particular time and place with no regard to the flow of the waste stream. A single grab sample should be taken over a period not to exceed fifteen (15) minutes.

Grease interceptor shall mean a plumbing device designed to intercept most greases and solids before they enter a wastewater sewer. Sizing will be determined by using the most recently adopted version of the Uniform Plumbing Code by the Building Standards Commission, as well as any other requirements the pretreatment department considers necessary.

Grease trap shall mean a device designed to retain grease prior to the wastewater exiting the trap and entering the sewer system. Sizing will be determined by using the most recently adopted version of the Uniform Plumbing Code by the Building Standards Commission, as well as any other requirements the pretreatment department considers necessary.

HARRF shall mean Hale Avenue resource recovery facility.

IBCS shall mean the industrial brine collection system.

Illegal connection shall mean any physical connection to the ~~stormwater conveyance system~~MS4 which has not been permitted in writing by the City of Escondido or the San Diego Regional Water Quality Control Board.

Illegal discharge means any discharge to the MS4 that is prohibited by federal, state, or local laws, or degrades the quality of receiving waters in violation of any plan standard.

Individual residential vehicle washing means the noncommercial washing of vehicles in a residential zone.

Industrial brine shall mean any industrial wastewater that consists exclusively of concentrated salts or dissolved minerals that are derived from water softener processes, evaporative processes, or water treatment processes.

Industrial brine collection system shall mean any system of pipelines, pressure mains, pumping stations, outfall sewers, and appurtenances constructed and maintained by the city for the exclusive use of collecting industrial brine, and shall include facilities used to bypass the city's POTW and dispose of the brine under regulations established in a NPDES permit separate from the NPDES permit that regulates the city's POTW.

Industrial user(s) shall mean any facility which discharges process wastewater other than domestic, to the POTW for treatment.

Industrial user permit shall mean a permit issued by the city, regulating specific limitations for constituent strength and daily flow from industrial users process wastewater discharging to the POTW.

Industrial waste shall mean and includes nondomestic liquid or semisolid wastes from any producing, manufacturing or processing operation of whatever nature.

Infectious waste shall mean any waste material or article which harbors or may reasonably be considered to harbor any microorganism, helminthic parasites or viruses which may be expected to produce disease in healthy persons. And shall include the following:

- (1) Significant laboratory wastes including, but not limited to, cultures of bacteria and or microorganisms.
- (2) Pathological specimens including, but not limited to, human or animal tissues, blood elements, excreta and secretions which may contain microorganisms, helminthic parasites or viruses.
- (3) Human dialysis waste materials including arterial lines and dialysate membranes.

(4) Surgical specimens including, but not limited to, human or animal parts and tissues removed surgically or at autopsy which may contain microorganisms, helminthic parasites or viruses.

(5) Equipment, instruments, utensils, and other materials of a disposable nature which may transmit viruses any other communicable disease from the rooms of humans and or the enclosures of animals that have been isolated with suspected or diagnosed communicable diseases.

(6) Any materials defined by a duly authorized public health officer as potentially infectious and required to be managed as an infectious waste.

Inland Surface Water Plan means the California Inland Surface Waters Plan: Water Quality Control Plan for Inland Surface Waters of California adopted by the State Water Resources Control Board on April 11, 1991 and all subsequent amendments.

Interference shall mean a discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of (the city's) NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Local limits shall mean the limits that are developed by the city to enforce the specific and general prohibitions that are required in Section 307(b) of the Federal Clean Water Act and Section 403, Title 40 of the Code and Federal Regulations.

Municipal separate storm sewer system (or "MS4") means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (1) owned or operated by a state, city town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or designated and approved management agency that discharges to waters of the United States; (2) designated or used for collecting or conveying stormwater; (3) which is not a combined sewer; (4) which is not part of the publicly owned treatments works (POTW).

National categorical pretreatment standard (national standard) shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act.



National pollution discharge elimination system (NPDES) permit means a permit issued by the San Diego Regional Water Quality Control Board or the State Water Resources Control Board pursuant to Division 7 of the California Water Code to control discharges from point sources to waters of the United States.

Natural outlet shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

New source means:

(1) Any building, structure, facility or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated with that section; provided, that:

(A) The building, structure, facility or installation is constructed at a site at which no other source is located, or

(B) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source, or

(C) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered;

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (1)(B) or (C) of this definition but otherwise alters, replaces or adds to existing process or production equipment;

(3) Construction of a new source as defined herein has commenced and the owner or operator has:

(A) Begun, or caused to begin, as part of a continuous on-site construction program:

(i) Any placement, assembly or installation of facilities or equipment, or

(ii) Significant site preparation work including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment, or

(B) Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts

for feasibility, engineering and design studies do not constitute a contractual obligation under this definition.

Nonstormwater discharge shall mean any discharge all discharges to the stormwater conveyance system and from a MS4 that is do not entirely composed of stormwater originate from precipitation events. Nonstormwater includes illegal discharges and NPDES permitted discharges.

Nuisance shall mean a discharge of wastewater in violation of city regulations or orders, or which is or could be harmful to or unreasonably affect the wastewater collection system and treatment facilities of the city or which impairs or unreasonably affects the operation and maintenance of such facilities, or which violates quantity, quality or flow standards adopted by the city, and all wastewater discharges which unreasonably affect the quality of the city's treatment plant effluent in such a manner that receiving water quality requirements established by law cannot be met by the city.

Order shall mean the San Diego Regional Water Quality Control Board Order Number 2001-01, as renewed on January 24, 2007 as Order No. R9-2007-0001, as amended and renewed on May 8, 2013 as Order No. R-9-2013-0001, together with all subsequent amendments.

Pass through shall mean a discharge which exits the POTW into the receiving waters of the state in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city's NPDES permit (including an increase in the magnitude or duration of a violation).

Peak flow shall mean the maximum five (5) minute rate of wastewater flow to be generated from the premises as estimated by the city engineer.

Person shall mean any individual, partnership, firm, association, corporation or agency, including the State of California and the United States of America.

pH shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

Pigment shall mean a substance that imparts black or white or a color to other materials.

Plan standard means any or all applicable requirements of the Basin Plan, the Enclosed Bays and Estuaries Plan, the Inland Surface Water Plan, and the California Ocean Plan.

Plumbing shall include all drainage systems, both direct and indirect, and all vent piping, water piping and other piping in any building or within the boundaries of any property through which sewage, water, wastewater or any other substance or liquid is conveyed.

Point of discharge shall mean a physical location at which a discharger directly or indirectly, disposes wastewater.

Pollutant shall mean solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive materials, dredged spoil, rock, sand, industrial waste, and any organic or inorganic contaminant whose presence degrades the quality of the receiving waters in violation of any plan standard. Pollutant includes fecal coliform, fecal streptococcus, enterococcus, volatile organic carbon surfactants, oil and grease, petroleum hydrocarbons, total organic carbon lead, copper, chromium, cadmium, silver, nickel, cyanides, phenols, and biocides. A pollutant also includes any contaminant which can degrade the quality of the receiving waters in violation of any plan standard by altering pH, total suspended or settleable solids, biochemical oxygen demand, chemical oxygen demand, nutrients, or temperature. Pollutant means any agent that may cause or contribute to the degradation of water quality such that a condition of pollution or contamination is created or aggravated.

Pollution shall mean an alteration of the quality of the waters of the state by pollutants to a degree which unreasonably affects: (1) such waters for beneficial use, or (2) facilities which serve such beneficial uses.

Premises shall mean a parcel of real property or portion thereof, including any improvements thereon, which is determined by the city to be a single unit for purposes of receiving, using and paying for wastewater disposal service.

In making this determination, the city shall take into consideration such factors as whether the unit could reasonably be subdivided, number and location of side sewers, and whether the unit is being used for a single activity and, if not, what is the principal activity for wastewater disposal services.

Pretreatment or treatment shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less polluted state prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW or receiving water of the state. The reduction or alteration can be obtained by physical, chemical or biological processes, or through process changes or other means, except as prohibited by 40 CFR Section 403.6(d).

Pretreatment requirements shall mean any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard imposed on an industrial user.

Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.

Properly shredded garbage shall mean the wastes from the preparation, cooking and dispensing of foods that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no article greater than ~~one-half~~ (1/2)three-eighths (3/8) inch in any dimension.

Public owned treatment works (POTW) shall mean publicly owned treatment works defined by Section 212 of the Act, which are wholly or partially owned by the city. This includes public sewers, treatment plans, land, appurtenances, pumping stations, or equipment. For the

purpose of this ordinance, POTW shall include the sewers within the City of Escondido that convey wastewater to the POTW who are by contract or agreement with the city, dischargers to the city's POTW.

Public sewer shall mean a sewer in which all owners of abutting properties have equal rights, and which is controlled by public authority.

Receiving water quality requirements shall mean requirements for the city's wastewater treatment plant effluent established by law or by state or federal regulatory agencies for the protection of receiving water quality. Requirements shall include effluent limitations, and waste discharge standards, limitations, or prohibitions which may be promulgated or adopted from time to time by local, state or federal regulatory agencies.

Residential wastewater shall mean the waterborne wastes derived from human habitation and use of residential, business, institutional and industrial buildings or other structures.

Sanitary sewer shall mean a sewer which carries sewage and to which storm, surface and groundwaters and industrial wastes are not intentionally admitted.

Septic tank waste means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers and septic tanks.

Sewage shall mean a combination of water-carried wastes from residences, business buildings, institutions, and commercial and industrial establishments.

Sewage system shall mean all facilities for collecting, pumping, treating and disposing of sewage.

Sewage treatment plant shall mean any arrangement of devices and structures used for treating sewage.

Sewer shall mean a pipe or conduit for carrying sewage.

Side sewer shall mean a sewer conveying the wastewater of a user from a residence, building or other structure to a city-owned interceptor sewer.

Significant industrial user shall mean:

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that:
  - (A) Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);

(B) Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant;

(C) Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement; or

(3) Upon a finding that a user meeting the criteria in subsection (2) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from the user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

Significant noncompliance (SNC) shall mean a significant industrial user is in significant noncompliance if its violation meets one (1) or more of the following criteria:

(1) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of all the measurements taken for the same pollutant parameter during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 302.2(l);

(2) Technical review criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of all of the measurements taken for the same pollutant parameter during a six (6) month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for biochemical oxygen demand ("BOD"), total suspended solids ("TSS"), fats, oil, and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) daily maximum, long-term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);

(4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge;

(5) Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide, within forty-five (45) days after the due date, required reports such as baseline monitoring reports, ninety (90) day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance;

\_\_\_ (8) Any other violation or group of violations, which may include a violation of best management practices, which the POTW determines will adversely affect the operation of implementation of the local pretreatment program.

Slug discharge shall mean any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits or permit conditions.

Standard industrial classification (SIC) shall mean classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.

Standard methods means analytical procedures described in the latest edition of "Standard Methods for the Examination of Water and Wastewater" as published by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

State shall mean the State of California.

Storm drain inlet shall mean any pipeline, or portion thereof, constructed in a street, alley, sidewalk or other public place, or easement granted to the city, and connecting of proposed to connect any lot or part of lot to the storm drain system.

Storm sewer or storm drain shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes.

~~Stormwater conveyance system shall mean those municipal and natural facilities within the City of Escondido by which stormwater may be conveyed to waters of the United States, including any roads with drainage systems, municipal streets, catch basins, natural and artificial channels, aqueducts, canyons, streambeds, gullies, curbs, gutters, ditches, natural and artificial channels or storm drains.~~

Stormwater pollution prevention plan (SWPPP) is a document which describes, by word and illustration, the best management practices to be implemented on-site by the owner or operator of a business to eliminate or reduce to the maximum extent practicable pollutant discharges to the MS4.

Suspended solids shall mean solids that either float on the surface of or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.

Temporary permit shall mean an interim status permit issued to a discharger until a final determination is made by the director or designee to issue an industrial user wastewater discharge permit.

Total suspended solids (TSS) shall mean the total non-filterable residue in water, wastewater or other liquids, which is removable in accordance with the most recent publication of the Standard Methods for the Examination of Water and Wastewater, prepared and published by the American Public Health.

Total dissolved solids (TDS) shall mean the combined content of all inorganic and organic substances contained in a liquid in: molecular, ionized or micro-granular (colloidal sol) suspended form.

Toxic pollutant shall mean any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency under the provision of the CWA 307(a) or other Acts.

TTO shall mean total toxic organics and is the sum of the masses of the concentration of specific toxic organics compounds ~~listing below:~~ listed on the Chemicals Regulated Under TTO available at the City Utilities Department.

<b>CHEMICALS REGULATED UNDER TOTAL TOXIC ORGANICS (TTO)</b>		
acenaphthene	chrysene	hexachlorobutadiene
acenaphthylene	4,4' DDD	hexachlorocyclopentadiene
aerolein	4,4' DDE	hexachloroethane
acrylonitrile	4,4' DDT	indeno (1, 2, 3-cd) pyrene
aldrin	dibenzo (a, h) anthracene	isophorone
anthracene	dibromochloromethane	methylene chloride
benzene	1,2 dichlorobenzene	naphthalene
benzidine	1,3 dichlorobenzene	nitrobenzene
benzo (a) anthracene	1,4 dichlorobenzene	2-nitrophenol
benzo (a) pyrene	3,3-dichlorobenzene	4-nitrophenol
3,4 benzofluoroanthene	1,1 dichlorobenzene	n-nitrosodimethylamine
benzo (g, h, I) perylene	1,2 dichlorobenzene	n-nitrosodi-n-propylamine
benzo (b) fluoroanthene	1,1-dichlorobenzene	n-nitrosodiphenylamine
a-BHC (alpha)	1,2 trans-dichloroethylene	PCB-1016
b-BHC (beta)	2,4 dichlorophenol	PCB-1221
d-BHC (delta)	1,2 dichloropropane	PCB-1232
g-BHC (gamma)	1,3-dichloropropane	PCB-1242
bis (2-chloroethyl) ether	dieldrin	PCB-1248
bis (2-chloroethoxy) methane	diethylphthalate	PCB-1254
bis (2-chloroisopropyl) ether	2,4 dimethylphenol	PCB-1260
bis (chloromethyl) ether	di-n-butylphthalate	pentachlorophenol
bis (2-ethylhexyl) phthalate	di-n-octylphthalate	phenanthrene
bromodichloromethane	4,6 dinitro-o-cresol	phenol
bromoform	2,4 dinitrophenol	pyrene
bromomethane	2,4 dinitrotoluene	2,3,7,8-tetrachlorodibenzo-p-dioxin
4-bromophenylphenylether	2,6 dinitrotoluene	1,1,2,2-tetrachloroethane

butylbenzylphthalate	1,2-diphenylhydrazine	tetrachloroethylene
carbon tetrachloride	a-endosulfan (alpha)	toluene
chlordane	b-endosulfan (beta)	toxaphene
4-chloro-3-methylphenol	endosulfane sulfate	1,2,4 trichlorobenzene
chlorobenzene	endrin	1,1,1 trichloroethane
chloroethane	endrin aldehyde	1,1,2 trichloroethane
2-chloroethylvinylether	ethylbenzene	trichloroethylene
chloroform	fluoranthene	2,4,6 trichlorophenol
chloromethane	fluorene	vinylchloride
2-chloronaphthalene	heptachlor	-
2-chlorophenol	heptachlor epoxide	-
4-chlorophenylphenylether	hexachlorobenzene	-

User or industrial user shall mean any person who contributes, causes or permits the contribution of wastewater into the city's collection and treatment facilities.

Waste material shall mean and includes any and all substances of liquid, solid, gaseous or radioactive nature associated with human habitation, or of human or animal origin, or from any producing, manufacturing or processing operation of any nature.

Wastewater shall mean all residential and nonresidential material and waters, whether treated or untreated, discharged into or permitted to enter the wastewater collection system.

Wastewater strength shall mean the quality of wastewater discharged as measured by its concentration, including its constituents and characteristics.

Wastewater system shall mean and includes intercepting sewers, wastewater treatment works, sanitary sewer collection facilities that discharge to a POTW, industrial brine collection facilities that are regulated by a separate NPDES, pumping stations, outfall sewers, and appurtenances constructed, operated and maintained by the city for residential and nonresidential wastewater disposal purposes.

Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently.

Winegrower shall mean a winegrower as defined in California Business and Professions Code Section 23013.

### **Section 22-2 Sewer connection required.**

The plumbing and drainage system of every building constructed or reconstructed shall be connected to a public sewer, unless waived by the city engineer.



**Section 22-3 Buildings to have sanitary facilities.**

Every building shall have the sinks, water closets and other sanitary fixtures and facilities required by the plumbing regulations of the city.

**Section 22-4 Sanitary toilets permitted in lieu of connection to public sewer or subsurface disposal system.**

For the temporary occupancy of buildings in isolated areas remote from any public highway, the director of public health of the county may authorize the construction and use of an approved type sanitary toilet in lieu of connection to a public sewer or to a subsurface disposal system installed in accordance with the provisions of this article.

**Section 22-5 Sewer service outside city limits authorized.**

Property outside the boundaries of the city may be connected to the city sewerage system if the city council finds there is sufficient capacity to serve such property and it appears to be in the best interests of the city to supply such service. Such sewer service shall be temporary and subject to cancellation upon reasonable notice.

**Section 22-6 Planting of trees or vegetation that may adversely impact sewers prohibited.**

No person shall plant or set out to be planted any tree or other vegetation within twenty (20) feet of any public or private sewer within the corporate limits of the city that may adversely impact the function of said sewer.

**Section 22-7 Removal of trees or vegetation near sewers upon notice.**

Any person owning or having the control of any property in the city upon which trees, or vegetation, are growing within twenty (20) feet of any public or private sewer and adversely impacting said sewer shall remove the same within ten (10) days after being notified by an authorized city representative to remove the same.

**Section 22-8 Improper disposal of sewage unlawful.**

It is unlawful for any person to cause, suffer or permit the disposal of sewage, human excrement or other liquid wastes in any place or manner except through and by means of an approved plumbing and drainage system or an approved sewage disposal system installed and maintained in accordance with the provisions of Article 9 of Chapter 6 and this chapter.

**Section 22-9 Surcharges prohibited; regulation by city council.**

(a) No person who provides sewer and disposal service to users who are tenants of a mobilehome park, apartment building or similar residential complex shall impose any charge or surcharge upon such users which exceeds the rate set by the city which would be applicable, if

the user was receiving such services directly except as approved by application to the city and upon such conditions as the city council by resolution shall establish.

(b) Any such additional rate, charge or surcharge approved by the city council shall be reasonably related to the average cost of providing any additional service, which shall not exceed the cost which the city would have incurred in providing comparable services directly to the users of such services.

**Sec. 22-10 Enforcement authority.**

(a) The city and the director or designee can exercise any enforcement powers as provided in this chapter, as may be necessary to effectively implement and enforce this chapter.

(b) In addition to the general enforcement powers provided in this chapter, the city and director or designee shall exercise any of the following supplemental enforcement powers as may be necessary under the circumstances:

(1) Sampling authority. During any inspection, the director or designee shall take samples deemed necessary in order to implement and enforce the provisions of this chapter. This may include the installation of sampling and metering devices on private property, or requiring the person owning or occupying the premises to supply samples to the control authority and have them analyzed at the owner's or occupants expense.

(2) Clean and abate. The director or designee may require any person owning or occupying a premises to clean up or remove any material that could create a potential hazard which may result in a violation of this chapter.

(3) Monitoring and mitigation. The director or designee shall require reasonable monitoring of discharges from any premises to the ~~stormwater conveyance system~~ MS4 or sewage system and shall have authority to order the mitigation of circumstances which may result in illegal discharges to the maximum extent practicable.

(4) Stormwater pollution prevention plan. The director or designee shall have the authority to require any business to establish, adopt and implement elements of a stormwater pollution prevention plan pursuant to Municipal Code section 22-26(a), as may be necessary to fulfill the purposes of this chapter.

(5) Employee training program. The director or designee shall have the authority to require any business to establish the elements of an employee training program, as may be necessary to fulfill the purposes of this article, ~~where such a program has been required as an element of a stormwater pollution prevention plan.~~

(6) Best management practices. The director or designee shall require the establishment of best management practices for any premises pursuant to Municipal Code section 22-26(he).

(7) Reports. The director or designee shall have the authority to require any person or entity owning a premises to submit a report to the city confirming their compliance with this chapter.

**Sec 22-11 Enforcement and remedies.**

\_\_\_(a)\_\_\_ It is unlawful for any person, or entity to violate provision of this chapter. Any violation ~~any~~ of this chapter shall be a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding one thousand dollars (\$1,000.00) or be imprisoned for a period of not exceeding ~~one (1) year~~ six (6) months, or by both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

(b) The violation of any provision of this chapter, any standard adopted by this chapter, or any permit or permit condition issued under this chapter is hereby declared a public nuisance, and shall be abated by any means available under the law. The city may also pursue any of the alternative civil remedies herein against any discharger who violates the provisions of this chapter. The city may pursue any of the following alternative remedies against any person, or entity who violates the provisions of this chapter:

(1) Repair of damage to facilities. When a discharge to a ~~stormwater conveyance system~~MS4 -or a prohibited discharge to the sewage system, causes an obstruction, damage, or other impairment to the ~~stormwater conveyance system~~MS4 or the sewage system, any person or entity causing such obstruction, damage, or impairment shall be liable for the work required to clean or repair the system.

(2) Injunction. Whenever a discharge to a ~~stormwater conveyance system~~MS4 or a prohibited discharge to the sewage system is in violation of this chapter or otherwise causes or threatens to cause a condition of contamination, pollution, or nuisance, the city may petition the superior court for the issuance of injunctive relief as may be appropriate, preventing the continuance of such discharge.

(3) Reimbursement. Whenever the city is assessed any fine, fee, or penalty as a result of a discharge to a ~~stormwater conveyance system~~MS4 or a prohibited discharge to the sewage system in violation of this chapter, the city may seek reimbursement of such fine, fee, or penalty from the discharger.

(4) Cost recovery. Whenever the city incurs any costs or expenses abating any discharge in violation of any provision of this chapter, the city may seek reimbursement of such costs from the person, or entity causing such violation. Any such expense shall constitute a debt owed to the city, and shall include both the direct and indirect costs involved in the abatement of the ~~illegal~~it discharge and in collecting such reimbursement.

(5) Stop work notice. Whenever any violation of this chapter exists, a stop work notice may be issued and all regular work on a project must cease until the required remedies are implemented.

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(6) Administrative citation. Any person violating this chapter may be issued an administrative citation, as provided in Chapter 1A, Administrative Remedies, of this code. Failure to satisfactorily respond to a written notice of violation within the time frame specified by the director or a duly authorized designee can result in the issuance of an administrative citation. Each and every day a violation of any provision of this chapter constitutes a separate and distinct offense. In accordance with the fees set by the city, a graduated schedule of administrative fines will be used to assess the first and any successive violations.

(7) Ten thousand dollar (\$10,000.00) per day penalty. Any person who violates any order issued by the director or any provision of this chapter, shall be liable civilly to the city in a sum not to exceed ten thousand dollars (\$10,000.00) for each day in which such violation occurs. The city attorney shall have authority to petition the superior court to impose, assess and recover any such sums.

(8) Termination of service. The city may terminate or cause to be terminated wastewater treatment or water service to any premises if a violation of any provision of this chapter pertaining to control of wastewater is found to exist or if a discharge of wastewater causes or threatens to cause a condition of contamination, pollution or nuisance, as defined in this chapter. This provision is in addition to other statutes, rules or regulations authorizing termination of service.

### **Sec. 22-12 Remedies not exclusive.**

\_\_\_ Remedies under this chapter are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive. (Ord. No. 2008-07. § 1. 2-27-2008; Ord. No. -2011-18. § 2. 12-14-11)

**Sec. 22-13 Reserved.**

**Sec. 22-14 Reserved.**

**Sec. 22-15 Reserved.**

**Sec. 22-16 Reserved.**

**Sec. 22-17 Reserved**

**Sec. 22-18 Reserved.**

## **ARTICLE 2 STORMWATER MANAGEMENT AND DISCHARGE CONTROL**

### **Sec. 22-19 Purpose and intent.**

(a) The purposes of this article are to ensure the health, safety and general welfare of the citizens of the City of Escondido by controlling nonstormwater discharges to the ~~stormwater conveyance system~~MS4; by eliminating discharges to the ~~stormwater conveyance system~~MS4 from spills, dumping, or disposal of solid or liquid waste other than stormwater; and by preventing, eliminating or reducing pollutants in urban stormwater discharges to the maximum

ARTICLE 2\_STORMWATER MANAGEMENT AND DISCHARGE CONTROL

~~extent practicable, as defined in section 22-20, below.~~

(b) The intent of this article is to protect and enhance the water quality of our watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Water Pollution Control Act ("Clean Water Act," 33 U.S.C. Section 1251 et seq.) and San Diego Regional Water Quality Control Board Order Number 2001-01, and as renewed on January 24, 2007 as Order No. R9-2007-0001, which constitutes National Pollutant Discharge Elimination System ("NPDES") Permit No. CA0108758, as amended. Clean Water Act and the Order.

**Sec. 22-20. Definitions.**

~~For purposes of this article:~~

**Sec. 22-20. Reserved.**

**Sec. 22-21 Construction and application.**

~~Basin plan means the comprehensive water quality control plan for the San Diego Basin, adopted by the Regional Water Quality Control Board, San Diego Region in 1975, and all subsequent amendments.~~

~~Best Management Practices (BMP) means the schedule of activities, prohibitions of practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce to the maximum extent practicable the discharge of pollutants directly or indirectly to waters of the United States.~~

~~California Ocean Plan means the Water Quality Control Plan for Ocean Waters of California, adopted by the State Water Resources Control Board in September 1991, and all subsequent amendments.~~

~~Employee training program means a documented employee training program which may be required to be implemented by a business pursuant to a stormwater pollution prevention plan for the purpose of educating its employees on methods of reducing discharge of pollutants to the stormwater conveyance system.~~

~~Enclosed Bays and Estuaries Plan means the California Enclosed Bays and Estuaries Plan Water Quality Control Plan for Enclosed Bays and Estuaries of California, adopted by the State Water Resources Control Board April 11, 1991, and all subsequent amendments.~~

~~Enforcement agency means the City of Escondido or its authorized agents charged with ensuring compliance with this article.~~

~~Enforcement official means the city manager or designee or any agent of the city authorized to enforce compliance with this article.~~

~~Illegal connection means any physical connection to the stormwater conveyance system which has not been permitted in writing by the City of Escondido or the San Diego Regional Water Quality Control Board.~~

## ARTICLE 2\_STORMWATER MANAGEMENT AND DISCHARGE CONTROL

~~———— *Illegal discharge* means any discharge to the Stormwater Conveyance System that is not composed entirely of stormwater, or is prohibited by federal, state, or local laws, or degrades the quality of receiving waters in violation of any plan standard.~~

~~———— *Inland Surface Water Plan* means the California Inland Surface Waters Plan; Water Quality Control Plan for Inland Surface Waters of California adopted by the State Water Resources Control Board on April 11, 1991 and all subsequent amendments.~~

~~———— *Maximum extent practicable (“MEP”)* means implementation of control measures using best management practices to effectively reduce and/or eliminate stormwater pollution to a level compatible with the character or use of the land.~~

~~———— *Municipal separate storm sewer system (or “MS4”)* means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (1) owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or designated and approved management agency under Section 208 of the CWA that discharges to waters of the United States; (2) designated or used for collecting or conveying stormwater; (3) which is not a combined sewer; (4) which is not part of the publicly owned treatment works (POTW) as defined at 40 CFR 122.26.~~

~~———— *National pollution discharge elimination system (NPDES) permit* means a permit issued by the San Diego Regional Water Quality Control Board or the State Water Resources Control Board pursuant to Division 7 of the California Water Code to control discharges from point sources to waters of the United States.~~

~~———— *Nonstormwater discharge* means any discharge to the stormwater conveyance system that is not entirely composed of stormwater.~~

~~———— *Order R9-2007-001, dated January 24, 2007*, means San Diego Regional Water Quality Control Board Order 2001-01, which constitutes NPDES Permit No. CA0108758, together with all subsequent amendments.~~

~~———— *Plan standard* means any or all applicable requirements of the basin plan, the Enclosed Bays and Estuaries Plan, the Inland Surface Water Plan, and the California Ocean Plan.~~

~~———— *Pollutant* means solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive materials, dredged spoil, rock, sand, industrial waste, and any organic or inorganic contaminant whose presence degrades the quality of the receiving waters in violation of any plan standard. Pollutant includes fecal coliform, fecal streptococcus, enterococcus, volatile organic carbon surfactants, oil and grease, petroleum hydrocarbons, total organic carbon, lead, copper, chromium, cadmium, silver, nickel, cyanides, phenols, and biocides. A pollutant also includes any contaminant which can degrade the quality of the receiving waters in violation~~

## ARTICLE 2\_ STORMWATER MANAGEMENT AND DISCHARGE CONTROL

~~of any plan standard by altering pH, total suspended or settleable solids, biochemical oxygen demand, chemical oxygen demand, nutrients, or temperature.~~

~~\_\_\_\_\_ *Premises* mean any building, lot, parcel, land or portion of land whether improved or unimproved.~~

~~\_\_\_\_\_ *Receiving waters* mean surface bodies of water as described in Order No. 2001-01 which serve as discharge points for the stormwater conveyance system, including creeks, rivers, reservoirs, lakes, lagoons, estuaries, harbors, bays and the Pacific Ocean.~~

~~\_\_\_\_\_ *Stormwater* means surface runoff and drainage associated with storm events and snow melt which is free of pollutants to the maximum extent practicable.~~

~~\_\_\_\_\_ *Stormwater conveyance system* means those municipal and natural facilities within the City of Escondido by which stormwater may be conveyed to waters of the United States, including any roads with drainage systems, municipal streets, catch basins, natural and artificial channels, aqueducts, canyons, streambeds, gullies, curbs, gutters, ditches, natural and artificial channels or storm drains.~~

~~\_\_\_\_\_ *Stormwater pollution prevention plan* means a document which describes, by word and illustration, the best management practices to be implemented on-site by the owner or operator of a business to eliminate or reduce to the maximum extent practicable pollutant discharges to the stormwater conveyance system.~~

~~\_\_\_\_\_ This article shall be interpreted to assure consistency with the requirements of applicable federal and state laws, regulations, orders and permits, and with the purposes and intent of this article. -~~

### **Sec. 22-22 \_\_\_\_\_ Prohibited discharges to MS4.**

~~\_\_\_\_\_ Except as provided in Escondido Municipal Code section 22-23, it is unlawful for any person to discharge anything except stormwater to a stormwater conveyance system MS4, including, but not limited to:~~

- ~~(a) Sewage;~~
- ~~(b) Discharges of wash water resulting from the hosing or cleaning of gas stations, auto repair garages, or other types of automotive service facilities;~~
- ~~(c) Discharges resulting from the cleaning, repair, or maintenance of any type of equipment, machinery, or facility including motor vehicles, cement-related equipment, and port-a-potty servicing, etc.;~~
- ~~(d) Discharges of wash water from mobile operations such as mobile automobile washing, steam cleaning, power washing, and carpet cleaning, etc.;~~
- ~~(e) Discharges of wash water from the cleaning or hosing of impervious surfaces in municipal, industrial, commercial, and residential areas including parking lots, streets, sidewalks, driveways, patios, plazas, work yards and outdoor eating and drinking areas, etc.;~~
- ~~(f) Discharges or runoff from material storage areas containing chemicals, fuels, grease, oil, or other hazardous materials;~~
- ~~(g) Discharges of pool or fountain water containing chlorine, biocides, or other chemicals; discharges of pool filter or fountain filter backwash water;~~

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- (h) Discharges of sediment, pet waste, vegetation clippings, or other landscape or construction-related wastes; and
- (i) Discharges of food-related wastes (e.g., grease, fish processing, and restaurant kitchen mat and trash bin wash water, etc.).

**Sec. 22-23      Exceptions to discharge to MS4 prohibitions.**

The following discharges are exempt from the prohibition set forth in section 22-22:

(a) Any discharge or connection regulated under a NPDES permit issued to the discharger and administered by the State of California pursuant to Division 7 of the California Water Code, provided that the discharger is in compliance with all requirements of the permit and other applicable laws and regulations;

~~\_\_\_\_\_ (b) Discharges from the following activities which ~~do~~ are not cause or contribute to identified by the violation RWQCB as a source of any plan standard pollutants to receiving waters:~~

~~\_\_\_\_\_ (1) Discharges from potable water sources not subject to NPDES Permit No. CAG679001, unless from a water main break;~~

~~\_\_\_\_\_ (2) Diverted stream flows;~~

~~\_\_\_\_\_ (3) Landscape irrigation;~~

~~\_\_\_\_\_ (4) Lawn watering;~~

~~\_\_\_\_\_ (5) (2) Rising ~~groundwaters or springs~~ ground waters;~~

~~\_\_\_\_\_ (6) Uncontaminated pumped groundwater;~~

~~\_\_\_\_\_ (7) (3) Uncontaminated groundwater infiltration [as defined in 40 CFR 35.2005(20), as amended] to MS4s;~~

~~\_\_\_\_\_ (8) (4) Springs~~

~~\_\_\_\_\_ (5) Flows from riparian habitats and wetlands;~~

~~\_\_\_\_\_ (6) Potable water sources;~~

~~\_\_\_\_\_ (7) Foundation drains; and~~

~~\_\_\_\_\_ (9) Water from crawl space pumps;~~

~~\_\_\_\_\_ (10) (8) Footing drains;~~

~~\_\_\_\_\_ (c) Discharges from the following activities when the controls listed below are implemented:~~

~~\_\_\_\_\_ (1) Air conditioning condensation. Condensation discharges should be directed to landscaped areas or other pervious surfaces, or the sanitary sewer when feasible;~~

~~\_\_\_\_\_ (11) Noncommercial washing of vehicles in residential zones;~~

~~\_\_\_\_\_ (12) Flows from riparian habitats and wetlands;~~



ARTICLE 2\_STORMWATER MANAGEMENT AND DISCHARGE CONTROL

~~(13)(2)~~ Individual residential vehicle washing. Discharge of wash water should be directed to landscaped areas or other pervious surfaces where feasible. The volume of water, washing detergent and other vehicle wash products should be minimized. Any other practices that will prevent the discharge of pollutants from residential vehicle washing are encouraged.

(3) Dechlorinated swimming pool discharges;

~~(14)~~ Footing drains;

~~(15)~~ Water line flushing. Discharges to the MS4 must be free from residual chlorine, algacide, filter backwash, and other pollutants. Discharge of saline pool water must be directed to the sanitary sewer, landscaped areas, or other pervious surfaces.

~~(16)(4)~~ Flows from emergency fire fighting/ firefighting.

~~(c)~~ (i) Non-emergency firefighting discharges must be addressed by appropriate BMPs to prevent pollutants associated with such discharges to enter the MS4.

(ii) During emergency situations, BMPs should not interfere with immediate emergency respond operations or impact the public health and safety. Priority of efforts should first be directed toward life and property before the environment.

~~(d)~~ Any discharge which the enforcement official, the local health officer or the Regional Water Quality Control Board determines in writing ~~are~~ is necessary for the protection of the public health and safety;

~~(d)-e)~~ Notwithstanding the exemptions provided by Municipal Code section 22-23(a) and (b)-(d), if the Regional Water Quality Control Board or the enforcement official determines that any of these otherwise exempt discharges cause or significantly contribute to violations of any plan standard, or convey significant quantities of pollutants to surface waters, or are a danger to public health or safety, such discharges shall be prohibited from entering the stormwater conveyance system-MS4.

**Sec. 22-24 Discharge in violation of permit.**

~~It is unlawful for any person to cause either individually or jointly any discharge to the stormwater conveyance system MS4 which results in or contributes to a violation of the Order, R9-2007-0001.~~

**Sec. 22-25 Illegal connection prohibited.**

~~It is unlawful for any person to establish, use, or maintain any illegal connection to the stormwater conveyance system MS4. This section expressly supersedes any city permit or earlier authorization for said discharge, but is subject to the exceptive provisions of Escondido Municipal Code section 22-23, above.~~

**Sec. 22-26. Reduction of pollutants in stormwater.**

~~Any person engaged in activities which may result in pollutants entering the stormwater conveyance system MS4 shall, to the maximum extent practicable, undertake all measures to reduce the risk of nonstormwater or pollutant discharges. At the discretion of the enforcement official, the following requirements shall be applied to any persons engaged in such activities:~~

~~(a)~~ Stormwater pollution prevention plan. The enforcement official shall require any business in the City of Escondido that is engaged in activities which may result in pollutant

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discharges to develop and implement a ~~stormwater pollution prevention plan~~ SWPPP, which must include an employee training program. Business activities which shall require a ~~stormwater pollution prevention plan~~ SWPPP include maintenance, storage, manufacturing, assembly, equipment operations, vehicle loading or fueling, or cleanup procedures, which are carried out partially or wholly out of doors.

~~\_\_\_\_\_ (b) —~~ (b) — Parking lots and impervious surface. Persons owning or operating a parking lot or impervious surfaces used for similar purposes shall clean those ~~structures~~ surfaces frequently and thoroughly to prevent the discharge of pollutants to the ~~stormwater conveyance system~~ MS4 to the maximum extent practicable. Sweepings or cleaning residue from parking lots or impervious surfaces shall not be swept or otherwise made or allowed to go into any gutter or roadway.

~~\_\_\_\_\_ (e) —~~ (c) — Street Parking. No person shall stand or park any vehicle or equipment on any public street, if such vehicle or equipment is determined by the enforcement official to be leaking fluids such as oils or other fluids that contribute or have the potential to contribute to a discharge of pollutants to the MS4 or the receiving waters.

(d) Trash areas.

(1) Trash and recycling storage facilities shall be located in a roofed, four-sided enclosure. The enclosure may not include any storm drain inlets. These storage facilities must have a grade-break at the entrance or be otherwise designed to prevent liquids draining from the enclosure.

(2) Trash areas shall be kept free of debris and liquid waste at all times. Trash dumpster container lids shall remain closed with when not actively in use.

(3) Properties with existing trash areas without a roofed, four-sided enclosure may be required to install said enclosure following the receipt of storm water violation notices.

(e) New developments and redevelopments. Any person performing construction work in the City of Escondido shall, to the maximum extent practicable, prevent pollutants from entering the ~~stormwater conveyance system~~ MS4 by complying with all applicable local ordinances, ~~the Standard Specifications for Public Works Construction when performing public work,~~ and applicable provisions of any general construction NPDES permit issued by the State Water Resources Control Board. The enforcement official shall establish controls on the volume and rate of stormwater runoff from new developments and redevelopments as may be reasonably necessary to minimize the discharge and transport of pollutants.

~~\_\_\_\_\_ (d) —~~ (f) — Compliance with general permits. Each industrial discharger, discharger associated with construction activity, or other discharger subject to any general stormwater NPDES permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, or the San Diego Regional Water Quality Control Board, shall comply with all requirements of such permit, which may include the general industrial stormwater permit, the general construction activity stormwater permit, and/or the general dewatering permit.

~~\_\_\_\_\_ (e) —~~ (g) — Coordination with Hazardous Materials Release Response Plans and Inventory. Any activity subject to the Hazardous Materials Release Response Plan, Chapter 6.95 of the California Health and Safety Code, shall include in that Plan provisions for compliance with this section, including the prohibitions on non-storm water discharges and illegal discharges, and the requirement to reduce release of pollutants to the maximum extent practicable.

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(h) Compliance with best management practices. Every person undertaking any activity or use of a premises which may cause or contribute to stormwater pollution or contamination, illegal discharges, or nonstormwater discharges shall comply with best management practices guidelines or pollution control requirements as may be reasonably established by the enforcement official.-

——(i) Maintenance of structural BMPs for function and appearance. Property owners with structural BMPs shall maintain those BMPs associated with their property and its development.

(j) Grading, ground clearing, stockpiling. All work shall be done in accordance with the requirements of this Chapter and any permits required by the city or other applicable agencies.

(k) Ground surface landscape preservation. No person shall remove ground surface landscaping that could result in erosion without installation of pollution control measures.

**Sec. 22-27 Containment and notification of spills.**

Any person owning or occupying a premises who has knowledge of any release of pollutants or nonstormwater from those premises which might enter the stormwater conveyance systemMS4 shall immediately take all reasonable action to contain the release and minimize any nonstormwater discharge. Such person shall notify the enforcement agency as soon as practical. -  
~~Sec. 22-28. Stormwater conveyance system protection.~~

**Sec. 22-28 ———Protection of MS4 and Watercourses in general.**

Every person owning or occupying property through which a natural watercourse of a stormwater conveyance systemMS4 passes shall:

——(a)— Keep and maintain that part of the watercourse within the property free of trash, debris and other obstacles which would pollute, contaminate, or retard the flow of water through the stormwater conveyance systemMS4;

——(b)— Maintain existing structures within or adjacent to such a watercourse so that those structures will not become a hazard to the use, function, or physical integrity of the stormwater conveyance systemMS4; and

——(c)— Not remove healthy bank vegetation beyond that necessary for maintenance, nor remove vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. -

**Sec 22-29. ———Maintenance Agreement.**

The owner of a priority development project must execute a storm water facilities maintenance agreement with the city prior to occupancy of the development. The agreement shall be recorded and run with the land and be binding upon the owner, and their heirs, and successors in interest to the project and to any real property developed in conjunction with the project.

**Sec. 22-30. Reserved.**

**Sec. 22-31. Reserved.**

**Sec. 22-32. Reserved.**

# JURISDICTIONAL RUNOFF MANAGEMENT PLAN

Demonstrating compliance with Regional Water Quality Control Board  
Order No. R9-2013-0001: National Pollutant Discharge Elimination  
System (NPDES) Permit and Waste Discharge Requirements for  
Discharges from the Municipal Separate Storm Sewer Systems (MS4s)  
Draining the Watersheds within the San Diego Region (MS4 Permit )

*CITY OF ESCONDIDO*

Utilities Department

Environmental Programs

June 2015



## EXECUTIVE SUMMARY

This Jurisdictional Runoff Management Program document (JRMP) was developed to comply with the requirements of San Diego Regional Water Quality Control Board (RWQCB) Order Number R9-2013-0001 (MS4 Permit) issued to manage discharges from municipal separate storm sewer systems (MS4s) within the San Diego Region. This permit was adopted on May 8, 2013 and replaces the 2007 Municipal Stormwater Permit (R9-2007-0001), revising previous requirements and adding new requirements. The 2013 MS4 Permit applies to all 21 municipal agencies in San Diego County, including the City of Escondido. All jurisdictions are required to develop both jurisdictional and watershed-scale plans that detail how they will comply with the new requirements: JRMPs and Water Quality Improvement Plans (WQIPs), respectively. WQIPs are collaborative efforts involving multiple jurisdictions, while the City's JRMP only applies to activities of the City of Escondido. The WQIPs are an adjunct to the JRMP, which is essentially the standard operating procedure for implementing the selected WQIP strategies.

This executive summary provides an overview of the changes the City has made to its storm water management programs to comply with the requirements of the updated MS4 Permit. The JRMP has been developed by the Environmental Programs Division of Utilities Department in collaboration with colleagues across multiple City divisions including: Public Works Maintenance, Engineering, Field Engineering, Code Enforcement, Planning, Information Systems, Attorney's Office, and Fire. Major components of the JRMP include the implementation of BMP requirements, water quality monitoring, educational outreach efforts, municipal maintenance procedures, inspection and enforcement programs, and water quality monitoring procedures. Overviews of the various components of the City's updated JRMP are discussed below, following a summary of the City's development of Water Quality Improvement Plans.

### WATER QUALITY IMPROVEMENT PLANS (WQIPs)

One prominent change of the MS4 Permit is the development of WQIPs for all watersheds in San Diego County, requiring significant collaboration between hydrologically-connected jurisdictions. The City of Escondido is a responsible agency in two watersheds: San Dieguito (south and east part of the City) and Carlsbad (majority of the City). The first step in development of the WQIPs required an evaluation of the condition of watersheds (using available data and data provided by the public) to determine the highest priority water quality condition (HPWQC) for each watershed. In the next stage of WQIP development, the City developed goals to address the HPWQCs, and designed strategies that will be implemented to achieve those goals. Goals and strategies were identified to allow the City to more efficiently focus limited city resources on particular areas and issues of concern. The JRMP describes the details of how the City will implement the strategies in the WQIP, which includes specific strategies targeted at HPWQCs in focused areas of the City and baseline strategies which the MS4 Permit requires to be implemented throughout the City.

### LEGAL AUTHORITY AND ENFORCEMENT

The City has reviewed and updated Chapter 22 of the Escondido Municipal Code (Wastewaters, Storm Waters, and Related Matters) to ensure that it has the necessary legal authority to enforce



requirements of the MS4 Permit. Information on allowable discharges was updated and references to new documents developed to comply with the MS4 Permit were also added. Technical documents such as the Enforcement Response Plan and Best Management Practice (BMP) Manual were also developed to support the MS4 Permit requirements. The Enforcement Response Plan describes the City's approach to bringing about compliance with its requirements, from education to higher level enforcement measures. The BMP Manual provides direction on the water quality protection procedures the City expects its businesses and municipal staff to follow. The City is also working with the other municipal agencies in the San Diego region to update the BMP Design Manual for new development and redevelopment. The new BMP Design Manual will be presented to City Council for adoption after it has been tailored to the City of Escondido's jurisdiction. This section includes descriptions of departments within the City that conduct and oversee runoff management activities, and an organizational chart that illustrates the relationships between the various City departments.

The City implements various enforcement measures to encourage compliance with the sections of the Municipal Code related to water quality protection programs. The Enforcement Response Plan and this JRMP describe the roles of various City divisions in implementing routine and escalated enforcement measures, depending on the type of offense and most effective corrective measures.

### **ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)**

The IDDE program has been updated to address the elimination of non-stormwater – that is, discharges of water that are not rain – and the City's approach to controlling such discharges are included in this section. The City will investigate and, where possible, eliminate the sources of these flows, as required by the MS4 Permit. The City's Public Works Maintenance Division implements a hotline for City staff and the public to report incidents of illegal discharge, and all reports are responded to in a timely manner and tracked for compliance. The City's sanitary sewer overflow and other spill response and prevention methods are also referenced in this section.

In addition to operating a hotline, the City also directly investigates its major outfalls for evidence of illegal discharges each year. This program has been revised from the storm drain system monitoring program conducted in the past to focus on the major discharge points from the City's storm drain system to local creeks. Compared with the program required under the previous MS4 Permit, the new outfall monitoring program places a higher emphasis on identifying and eliminating non-storm water flow sources, and a lesser emphasis on performing analytical tests to characterize the levels of different chemicals in the discharges. City staff will be making twice-yearly visual observations of outfalls, investigating where potential illegal discharges may be occurring upstream, and also categorizing outfalls as having dry conditions of persistent or transient dry weather flows. Laboratory analytical testing will also be completed at a subset of six high priority outfalls, as required by the MS4 Permit. Data from these monitoring efforts will help inform future monitoring, outreach, and enforcement efforts through the adaptive management process.



If non-stormwater dry weather flows are observed to originate from a source where the City does not have legal authority, then relevant information about the source will be collected and forwarded to the responsible party and/or the RWQCB for action.

### **DEVELOPMENT PLANNING**

The 2013 MS4 Permit requires changes to the City's storm water standards for new development and redevelopment projects. The City's 2011 Standard Urban Stormwater Mitigation Plan (SUSMP), which includes hydromodification plan requirements, is being updated to address the new MS4 Permit requirements. The document is also being renamed as the BMP Design Manual to match terminology in the 2013 MS4 Permit. As mentioned above, the BMP Design Manual is being developed collaboratively with the other municipal agencies in San Diego County and presented to the RWQCB for approval in June 2015. It will then be adapted to the City's specific needs and presented separately for adoption by the City Council prior to December 24, 2015.

A key change is the requirement for Priority Development Projects to retain the design storm onsite. If this is not feasible, then the portion that cannot be retained onsite is to be treated using biofiltration. Any excess runoff that cannot be treated through biofiltration should be treated by a flow-through BMP. Developers that are unable to meet the full retention requirements may, according to the MS4 Permit, use an alternative method of compliance, essentially implementing a project in the watershed that should result in an equal or greater benefit to water quality than the implementation of the retention requirements onsite. For a developer to implement this type of approach, the City would need to develop what the MS4 Permit calls an "alternative compliance program." Developing an alternative compliance program is an optional strategy, not a requirement. At present, an alternative compliance program has not been developed in any jurisdiction in San Diego County. Per City Council direction on August 6, 2014, staff are exploring the development of an alternative compliance program and collaborating with other copermittees in the process. This is a significant and cutting-edge endeavor as it involves placing a monetary value on BMPs, evaluating their relative value and developing systems (and projects) to implement this program. The City and the other copermittees are collectively funding studies that will provide technical direction on these issues and serve as the foundation for preparing an alternative compliance program. The program may take years to fully implement but would provide a valuable option to the development community and the City's restoration programs.

The City also implements a program to ensure BMPs required for development projects are maintained after they are constructed. When new developments are required to install structural BMPs, such as bioretention swales, inlet filters, or other measures, the property is entered into the City's database and tracked. The City implements a self-certification of maintenance program and performs inspections to ensure controls are properly functioning in their original design capacity.



## **CONSTRUCTION SITE OPERATIONS**

All construction sites are required to implement BMPs to prevent discharge of sediment or other pollutants to the MS4. The City continues to manage a construction site inspection program through close collaboration between Field Engineering and Environmental Programs. Inspection frequencies have been adjusted to reflect different stages of development and the inventory updated to meet new MS4 Permit requirements. Active construction sites larger than 1 acre are required to comply with the requirements of the State Water Resources Control Board's Construction General Permit, and the City's construction inspection and enforcement program helps drive compliance with City ordinances and state regulations. The construction and grading permit approval process and stormwater-related contract specifications for Capital Improvement Projects (CIPs) are also discussed.

## **MUNICIPAL OPERATIONS**

Municipal facilities and practices have been reviewed and updated to comply with Municipal Stormwater Permit requirements. A comprehensive update of the storm drain GIS layer was undertaken during Fiscal Year 2014-15 to ensure that the most current information is available for annual MS4 maintenance inspections and as-needed discharge investigations. The City regularly implements preventative measures such as street sweeping, cleanouts of catch basins, and sewer system maintenance to reduce potential MS4 pollutant sources. All inventoried stationary municipal facilities, such as parks, fire stations, and maintenance yards, will be inspected at least once during the permit term. The minimum BMPs for municipal facilities, including special events, have been updated and are included in the updated BMP Manual. Municipal staff will continue to be trained at new employee trainings and at staff trainings as appropriate for their departments. City staff from Environmental Programs and Public Works Maintenance reviewed and updated the Pesticide Application Policy to clearly state the City's existing practice of controlling pests without pesticides where possible, and, where not possible, applying low-toxicity pesticides and only under appropriate environmental conditions.

## **INDUSTRIAL AND COMMERCIAL FACILITIES**

The Environmental Programs Division is responsible for a robust inspection program addressing sewer pretreatment and storm water compliance for industrial and commercial facilities. City staff inspect certain higher priority facilities that may be sources of bacteria, which has been identified as the HPWQC in both of the City's watersheds, more frequently than the baseline MS4 Permit inspection rate. These inspections also control the amount of fats, oils, and grease in wastewater in businesses, a measure which successfully prevents sanitary sewer overflows. In addition, property-based inspections will be added as another strategy to address potential pollutants in storm water and dry weather flows. Property-based inspections consist of inspecting entire shopping centers and similar properties as a single unit instead of individual businesses. This approach allows staff to focus on high priority issues like non-storm water discharges or poorly-maintained trash areas while covering more facilities. Property-based inspections will be conducted in Focus Areas of the City as identified in the WQIPs. All inventoried industrial and commercial facilities that are not considered higher priority or located in a Focus Area will be inspected at least once during five years, as required by the MS4 Permit. Enforcement





for non-compliance at businesses identified in any of the City's inspection programs will proceed in accordance with the Enforcement Response Plan.

### **RESIDENTIAL PROGRAM**

The City combines its water conservation and storm water education efforts to provide a unified message to Escondido residents. The education program is now augmented with a residential inspection and outreach program, a new requirement of the MS4 Permit. Environmental Programs is working closely with staff in Water Distribution (meter readers) to perform outreach to residents on reducing water waste and excessive irrigation that will help meet this new MS4 Permit requirement, achieving a high level of efficiency and coordination between City programs. Environmental Programs will also complete additional drive-by observational surveys in Focus Areas identified in the WQIPs. Where issues are identified, the initial focus will remain on educating residents. However, where education is insufficient to address an ongoing issue, appropriate enforcement action will be taken in accordance with the Enforcement Response Plan.

### **RETROFIT AND STREAM REHABILITATION PROGRAMS**

The MS4 Permit requires the City to identify areas of existing development that could be retrofitted to reduce discharged of pollutants to the storm drain system and stream segments what could be rehabilitated. The list of projects identified for this requirement incorporates a number of existing project needs within the City, such as the Spruce Street Channel Improvement. A framework for assessing opportunities for retrofit during public and private projects, including mechanisms for implementation, has also been prepared. It is likely that the identified retrofit and rehabilitation projects would also be included as candidate projects in the development of any future alternative compliance program, pending approval and adequate funding.

### **EDUCATION AND PUBLIC PARTICIPATION**

The City will continue to maintain an excellent and up-to-date education program to ensure that the residents and businesses of Escondido are empowered to help improve water quality and enjoy the benefits of water conservation. This education program includes: training all City staff during new employee orientation and through additional presentations as appropriate; a robust elementary education program addressing water quality and water conservation; landscaping workshops; and information and handouts distributed at community events. Information regarding educational programs conducted by the City, including content, form, and frequency, are discussed in detail in this section. As required by the MS4 Permit, the City ensures that certain outreach materials and activities address topics such as pesticide and fertilizer use, and the proper disposal of toxic materials.

The City's JRMP and supporting updates to the stormwater provisions of Chapter 22 of the Municipal Code have both been open to public comment and participation during their City Council approval processes. Environmental Programs staff also provided a preliminary update on proposed changes during a workshop at a City Council meeting in March 2015, allowing for additional public input on the City's JRMP. The WQIP development processes have also involved public workshops, meetings with



consultation panels comprising of members of the public and the posting of documents online for public review. As the strategies for the WQIP feed into the JRMP, this has also resulted in opportunity for the public to comment on what the JRMP will include. City staff will continue to collaborate with the public in the implementation of many of the strategies listed in the WQIPs and on other projects, such as retrofits, alternative compliance, and stream rehabilitation.

### **FISCAL ANALYSIS**

The means by which the City funds its JRMP-related activities including jurisdictional, watershed, and regional activities is discussed in this section. This section lists the different departments of the City that implement stormwater management activities and provides the methods of reporting the required fiscal analysis required as part of the annual reporting process.

### **REPORTING**

The City uses Geographic Information System (GIS) along with other tools, such as Cityworks and TRAKit, to manage and track information relevant to this JRMP. City staff constantly strives to make technological improvements to the implementation of these programs and the associated reporting. Each year the City will develop an annual report on the implementation of its JRMP. Collectively, the Copermittees within each Watershed Management Area (WMA), as designated within the Permit, will submit a Water Quality Improvement Plan (WQIP) Annual Report. Monitoring and assessment will be conducted directly by the City and also via joint programs involving all the municipal agencies in the City's two watersheds. Data from these programs will help inform the City of progress in water quality and provide feedback so the City can adapt its stormwater program to make it more efficient.

### **CONCLUSION**

The JRMP describes what the City of Escondido will do to comply with the requirements of the MS4 Permit. As program implementation progresses, the City will continue to update its JRMP to incorporate lessons learned through its own experience and through the experiences of other jurisdictions.



CITY OF ESCONDIDO  
PLANNING DIVISION  
201 NORTH BROADWAY  
ESCONDIDO, CA 92025-2798  
(760) 839-4671

**Notice of Exemption**

To: San Diego County Recorder's Office  
Attn: Deputy County Clerk  
P.O. Box 121750  
San Diego, CA 92112-1750

From: City of Escondido  
201 North Broadway  
Escondido, CA 92025

**Project Title/Case No.:** City of Escondido Storm Water Program Guidance Documents

**Project Applicant:** City of Escondido

**Project Location - Specific:** Citywide

**Project Location - City:** Escondido

**Project Location - County:** San Diego

**Description of Nature, Purpose and Beneficiaries of Project:** These guidance documents are created and/or updated in order to comply with San Diego Regional Water Quality Control Board (RWQCB) Order R9-2013-0001: *National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds within the San Diego Region (MS4 Permit)*. They will regulate commercial, industrial, residential, and municipal operations and development within the City of Escondido with the goal to eliminate storm water pollution for the protection of the local watersheds. The documents consist of: 1) City of Escondido Jurisdictional Runoff Management Plan (JRMP), 2) update to City of Escondido Municipal Code Chapter 22 Section 2 "Stormwater Management and Discharge Control" and 3) Watershed Quality Improvement Plans (WQIP) for the 2 watersheds in the City of Escondido: San Dieguito and Carlsbad.

**Name of Public Agency Approving Project:** City of Escondido

**Name of Person or Agency Carrying Out Project:** City of Escondido

Name: Helen Davies, Environmental Programs Manager

Telephone: (760) 839-6315

Address: 201 North Broadway, Escondido, CA 92025

Private entity     School district     Local public agency     State agency     Other special district

**Exempt Status:**

Categorical Exemption. CEQA Section 15308, "Actions by Regulatory Agencies for Protection of the Environment," Class 8.

**Reasons why project is exempt:**

1. The MS4 Permit requires local jurisdictions to adopt a JRMP, work collaborative on WQIPs, and use local land use and planning authority to enforce the permit
2. Regulations herein serve to protect natural resources and the environment.
3. Construction activities are not part of this project and are not included in this exemption.

**Lead Agency Contact Person:**

Area Code/Telephone/Extension (760) 839-4536

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

*Rozanne Cherry*  
Rozanne Cherry, Principal Planner

4/8/15  
Date

Signed by Lead Agency     Signed by Applicant    Date received for filing at OPR:

ORDINANCE NO. 2015-09

AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AMENDING ESCONDIDO MUNICIPAL CODE  
CHAPTER 22, ARTICLES 1 AND 2 –  
WASTEWATERS, STORM WATERS, AND  
RELATED MATTERS

WHEREAS, the City of Escondido is a Copermitee subject to Regional Water Quality Control Board (“RWQCB”) Order No. R9-2013-0001, National Pollutant Discharge Elimination System (“NPDES”) Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems (“MS4s”) Draining the Watersheds within the San Diego Region (“MS4 Permit”); and

WHEREAS, the MS4 Permit requires updates to the discharge prohibitions and other requirements established in Chapter 22 of the Escondido Municipal Code; and

WHEREAS, the City Council of the City Escondido desires to amend Chapter 22 of the Escondido Municipal Code to provide protection for the public health, safety, and welfare by amending Articles 1 and 2 related to wastewaters, stormwaters and related matters.

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

SECTION 1. That Escondido Municipal Code Chapter 22, Article 1, Section 22-1 is hereby amended and replaced to read as follows:

## **Sec. 22-1. Definitions.**

As used in this chapter, the following words and phrases shall have the meanings ascribed to them in this section.

Act shall mean the Federal Water Pollution Control Act of 1972, also known as the Clean Water Act, 33 U.S.C. 1251, et seq.

Approved or approval shall mean the approval of the director, and/or approval shall mean meeting the approval of the director as a result of investigation and/or tests conducted by the director or by reason of accepted principles or tests by national authorities, technical or scientific organizations, or research laboratory of recognized authority.

Approval authority shall mean the California State Water Resource Control Board that regionally governs the city's pretreatment program.

Authorized representative shall mean the following:

(1) A president, secretary, treasurer, or vice president in charge of a principal business function, or any other person who performs similar policy or decision making functions, if the discharger is a corporation;

(2) The manager of one (1) or more manufacturing, production, or operation facilities employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five million dollars (\$25,000,000.00) (in second-quarter 1980 dollars), if the discharger is a corporation, and authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

(3) A general partner or proprietor if the discharger is a partnership or proprietorship, respectively;

(4) A principal executive officer or director having responsibility for the overall operation of the discharging facility or a ranking elected official if the discharger is a governmental entity, charitable organization or other such unincorporated entity; or

(5) A representative authorized in writing by an individual designated above, if the authorization is submitted to the director and specifies an individual or a position having responsibility for the overall operation of the facility. This includes the position of plant manager, a position of equivalent responsibility for environmental matters for the company. If an authorization under this subsection is no longer accurate because a different individual or position has the responsibility for the overall operation of the facility, or overall responsibility for environmental matters of the company, a new authorization satisfying the requirements of this subsection must be submitted to the director prior to or together with, any reports to be signed by such person.

Basin plan means the comprehensive water quality control plan for the San Diego Basin, adopted by the Regional Water Quality Control Board, San Diego Region in 1975, and all subsequent amendments.

Beer manufacturer shall mean a manufacturer of beer as defined in California Business and Professions Code Section 23012.

Best management practices (BMPs) shall mean schedules of activities, pollution treatment practices or devices, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices or devices to prevent or reduce the discharge of pollutants directly or indirectly to sewer system or the MS4. Best management practices also include, but are not limited to, treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage. Best management practices may include any type of pollution prevention and pollution control measure that can help to achieve compliance with this chapter.

Biological oxygen demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees Celsius, expressed in terms of milligrams per liter (mg/l) and analyzed in accordance with the most recent of "Standard Methods for the Examination of Water and Wastewater" prepared and published by the American Public Health Association, American Water Works Association and Water Environmental Federation.

Brandy manufacturer shall mean a manufacturer of brandy as defined in California Business and Professions Code Section 23014.

Building shall include all structures.

Building drain shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.

Building sewer shall mean the extension from the building drain to the public sewer or other place of disposal.

California Ocean Plan means the Water Quality Control Plan for Ocean Waters of California, adopted by the State Water Resources Control Board in September 1991, and all subsequent amendments.

Categorical pretreatment standard or categorical standard shall mean any regulation containing pollutant discharge limits promulgated by EPA in accordance with Section 307(b) and (c) of the Act (33 USC 1317) which apply to a specific category of users and which appear in 40 CFR Chapter 1, Subchapter N, Parts 405-471. CFR means the Code of Federal Regulations.

City shall mean authorized representatives of and facilities owned by the City of Escondido.

Clean Water Act or CWA shall mean the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. 86 Stat. 916, Public Law 92-500.

Commercial establishment shall mean a private establishment such as a restaurant, hotel laundry, store, filling station, or recreational facility. A nonprofit private or government entity such as a church, school, hospital, military facility, correctional institution, recreation facility or a facility owned and operated by a charitable organization is considered a commercial establishment.

Compliance schedule shall mean a document issued with milestone dates agreed to by the city and the IU, enforced by the city, represents the shortest schedule of actions to achieve compliance with pretreatment standards.

Composite sample shall mean a sample formed by mixing discrete samples taken at periodic times at periodic points in time or a continuous proportion of the flow. The number of discrete samples which make up the composite sample depends upon the variability of pollutant concentration and flow.

Cooling water shall mean the water discharged from any use including, but not limited to, air conditioning, cooling or refrigeration, during which the only pollutant assessed is heat.

Contamination shall mean an impairment of the quality of the waters of the state by the introduction of waste material to a degree which creates a hazard to the public health through poisoning or through the spread of disease.

Combined sewer shall mean a sewer receiving both surface runoff and sewage.

Daily maximum limit shall mean the maximum allowable discharge of any pollutant. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken during the twenty-four (24) hour period.

Direct discharge shall mean the discharge of treated or untreated wastewater into the receiving water of the state of California.

Director shall mean the person designated by the city manager to have charge of the administration and supervision of the utilities department or any other official(s) as designated by the city manager.

Distilled spirits manufacturer shall mean a manufacturer of distilled spirits as defined in California Business and Professions Code Section 23015.

Domestic septage shall mean the liquid or solid material removed from private sewage disposal system, portable toilet or other holding device that receives only domestic sewage.

Domestic wastewater (domestic sewage) shall mean sanitary wastewater and wastewater generated from household type operations.

DPH shall mean the department of public health.

Drainage system or drainage piping shall mean and include all the piping within public or private premises which conveys sewage or other liquid wastes to a legal point of disposal, but shall not include the mains or laterals of a public sewerage system.

EIWP shall mean the Escondido industrial waste program.

Enclosed Bays and Estuaries Plan means the California Enclosed Bays and Estuaries Plan: Water Quality Control Plan for Enclosed Bays and Estuaries of California, adopted by the State Water Resources Control Board April 11, 1991, and all subsequent amendments.

F.O.G. shall mean fats, oils and grease.

Food service establishment shall mean a facility engaged in preparing food for consumption by the public such as a restaurant, commercial kitchen, caterer, hotel, school, hospital, prison, correctional facility or care institution.

Garbage shall mean solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Grab sample shall mean a single sample of water collected at a particular time and place with no regard to the flow of the waste stream. A single grab sample should be taken over a period not to exceed fifteen (15) minutes.

Grease interceptor shall mean a plumbing device designed to intercept most greases and solids before they enter a wastewater sewer. Sizing will be determined by using the most recently adopted version of the Uniform Plumbing Code by the Building Standards Commission, as well as any other requirements the pretreatment department considers necessary.

Grease trap shall mean a device designed to retain grease prior to the wastewater exiting the trap and entering the sewer system. Sizing will be determined by using the most recently adopted version of the Uniform Plumbing Code by the Building Standards Commission, as well as any other requirements the pretreatment department considers necessary.

HARRF shall mean Hale Avenue resource recovery facility.



IBCS shall mean the industrial brine collection system.

Illegal connection shall mean any physical connection to the MS4 which has not been permitted in writing by the City of Escondido or the San Diego Regional Water Quality Control Board.

Illegal discharge means any discharge to the MS4 that is prohibited by federal, state, or local laws, or degrades the quality of receiving waters in violation of any plan standard.

Individual residential vehicle washing means the noncommercial washing of vehicles in a residential zone.

Industrial brine shall mean any industrial wastewater that consists exclusively of concentrated salts or dissolved minerals that are derived from water softener processes, evaporative processes, or water treatment processes.

Industrial brine collection system shall mean any system of pipelines, pressure mains, pumping stations, outfall sewers, and appurtenances constructed and maintained by the city for the exclusive use of collecting industrial brine, and shall include facilities used to bypass the city's POTW and dispose of the brine under regulations established in a NPDES permit separate from the NPDES permit that regulates the city's POTW.

Industrial user(s) shall mean any facility which discharges process wastewater other than domestic, to the POTW for treatment.

Industrial user permit shall mean a permit issued by the city, regulating specific limitations for constituent strength and daily flow from industrial users process wastewater discharging to the POTW.

Industrial waste shall mean and includes nondomestic liquid or semisolid wastes from any producing, manufacturing or processing operation of whatever nature.

Infectious waste shall mean any waste material or article which harbors or may reasonably be considered to harbor any microorganism, helminthic parasites or viruses which may be expected to produce disease in healthy persons. And shall include the following:

(1) Significant laboratory wastes including, but not limited to, cultures of bacteria and or microorganisms.

(2) Pathological specimens including, but not limited to, human or animal tissues, blood elements, excreta and secretions which may contain microorganisms, helminthic parasites or viruses.

(3) Human dialysis waste materials including arterial lines and dialysate membranes.

(4) Surgical specimens including, but not limited to, human or animal parts and tissues removed surgically or at autopsy which may contain microorganisms, helminthic parasites or viruses.

(5) Equipment, instruments, utensils, and other materials of a disposable nature which may transmit viruses any other communicable disease from the rooms of humans and or the enclosures of animals that have been isolated with suspected or diagnosed communicable diseases.

(6) Any materials defined by a duly authorized public health officer as potentially infectious and required to be managed as an infectious waste.

Inland Surface Water Plan means the California Inland Surface Waters Plan: Water Quality Control Plan for Inland Surface Waters of California adopted by the State Water Resources Control Board on April 11, 1991 and all subsequent amendments.

Interference shall mean a discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of (the city's) NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Local limits shall mean the limits that are developed by the city to enforce the specific and general prohibitions that are required in Section 307(b) of the Federal Clean Water Act and Section 403, Title 40 of the Code and Federal Regulations.

Municipal separate storm sewer system (or "MS4") means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (1) owned or operated by a state, city town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or designated and approved management agency that discharges to waters of the United States; (2) designated or used for collecting or conveying stormwater; (3) which is not a combined sewer; (4) which is not part of the publicly owned treatments works (POTW).

National categorical pretreatment standard (national standard) shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act.

National pollution discharge elimination system (NPDES) permit means a permit issued by the San Diego Regional Water Quality Control Board or the State Water Resources Control Board pursuant to Division 7 of the California Water Code to control discharges from point sources to waters of the United States.

Natural outlet shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

New source means:

(1) Any building, structure, facility or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated with that section; provided, that:

(A) The building, structure, facility or installation is constructed at a site at which no other source is located, or

(B) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source, or

(C) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered;

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (1)(B) or (C) of this definition but otherwise alters, replaces or adds to existing process or production equipment;

(3) Construction of a new source as defined herein has commenced and the owner or operator has:

(A) Begun, or caused to begin, as part of a continuous on-site construction program:

(i) Any placement, assembly or installation of facilities or equipment, or

(ii) Significant site preparation work including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment, or

(B) Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering and design studies do not constitute a contractual obligation under this definition.

Nonstormwater discharge shall mean all discharges to and from a MS4 that do not originate from precipitation events. Nonstormwater includes illegal discharges and NPDES permitted discharges.

Nuisance shall mean a discharge of wastewater in violation of city regulations or orders, or which is or could be harmful to or unreasonably affect the wastewater collection system and treatment facilities of the city or which impairs or unreasonably affects the operation and maintenance of such facilities, or which violates quantity, quality or flow standards adopted by the city, and all wastewater discharges which unreasonably affect the quality of the city's treatment plant effluent in such a manner that receiving water quality requirements established by law cannot be met by the city.

Order shall mean the San Diego Regional Water Quality Control Board Order Number 2001-01, as renewed on January 24, 2007 as Order No. R9-2007-0001, as amended and renewed on May 8, 2013 as Order No. R-9-2013-0001, together with all subsequent amendments.

Pass through shall mean a discharge which exits the POTW into the receiving waters of the state in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city's NPDES permit (including an increase in the magnitude or duration of a violation).

Peak flow shall mean the maximum five (5) minute rate of wastewater flow to be generated from the premises as estimated by the city engineer.

Person shall mean any individual, partnership, firm, association, corporation or agency, including the State of California and the United States of America.

pH shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

Pigment shall mean a substance that imparts black or white or a color to other materials.

Plan standard means any or all applicable requirements of the Basin Plan, the Enclosed Bays and Estuaries Plan, the Inland Surface Water Plan, and the California Ocean Plan.

Plumbing shall include all drainage systems, both direct and indirect, and all vent piping, water piping and other piping in any building or within the boundaries of any property through which sewage, water, wastewater or any other substance or liquid is conveyed.

Point of discharge shall mean a physical location at which a discharger directly or indirectly, disposes wastewater.

Pollutant shall mean solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive materials, dredged spoil, rock, sand, industrial waste, and any organic or inorganic contaminant whose presence degrades the quality of the receiving waters in violation of any plan standard. Pollutant includes fecal coliform, fecal

streptococcus, enterococcus, volatile organic carbon surfactants, oil and grease, petroleum hydrocarbons, total organic carbon lead, copper, chromium, cadmium, silver, nickel, cyanides, phenols, and biocides. A pollutant also includes any contaminant which can degrade the quality of the receiving waters in violation of any plan standard by altering pH, total suspended or settleable solids, biochemical oxygen demand, chemical oxygen demand, nutrients, or temperature. Pollutant means any agent that may cause or contribute to the degradation of water quality such that a condition of pollution or contamination is created or aggravated.

Pollution shall mean an alteration of the quality of the waters of the state by pollutants to a degree which unreasonably affects: (1) such waters for beneficial use, or (2) facilities which serve such beneficial uses.

Premises shall mean a parcel of real property or portion thereof, including any improvements thereon, which is determined by the city to be a single unit for purposes of receiving, using and paying for wastewater disposal service.

In making this determination, the city shall take into consideration such factors as whether the unit could reasonably be subdivided, number and location of side sewers, and whether the unit is being used for a single activity and, if not, what is the principal activity for wastewater disposal services.

Pretreatment or treatment shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less polluted state prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW or receiving water of the state. The reduction or alteration can be obtained by physical, chemical or biological processes, or through process changes or other means, except as prohibited by 40 CFR Section 403.6(d).

Pretreatment requirements shall mean any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard imposed on an industrial user.

Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.

Properly shredded garbage shall mean the wastes from the preparation, cooking and dispensing of foods that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no article greater than three-eighths (3/8) inch in any dimension.

Public owned treatment works (POTW) shall mean publicly owned treatment works defined by Section 212 of the Act, which are wholly or partially owned by the city. This includes public sewers, treatment plans, land, appurtenances, pumping stations, or equipment. For the purpose of this ordinance, POTW shall include the sewers within

the City of Escondido that convey wastewater to the POTW who are by contract or agreement with the city, dischargers to the city's POTW.

Public sewer shall mean a sewer in which all owners of abutting properties have equal rights, and which is controlled by public authority.

Receiving water quality requirements shall mean requirements for the city's wastewater treatment plant effluent established by law or by state or federal regulatory agencies for the protection of receiving water quality. Requirements shall include effluent limitations, and waste discharge standards, limitations, or prohibitions which may be promulgated or adopted from time to time by local, state or federal regulatory agencies.

Residential wastewater shall mean the waterborne wastes derived from human habitation and use of residential, business, institutional and industrial buildings or other structures.

Sanitary sewer shall mean a sewer which carries sewage and to which storm, surface and groundwaters and industrial wastes are not intentionally admitted.

Septic tank waste means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers and septic tanks.

Sewage shall mean a combination of water-carried wastes from residences, business buildings, institutions, and commercial and industrial establishments.

Sewage system shall mean all facilities for collecting, pumping, treating and disposing of sewage.

Sewage treatment plant shall mean any arrangement of devices and structures used for treating sewage.

Sewer shall mean a pipe or conduit for carrying sewage.

Side sewer shall mean a sewer conveying the wastewater of a user from a residence, building or other structure to a city-owned interceptor sewer.

Significant industrial user shall mean:

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that:
  - (A) Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);
  - (B) Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant;

(C) Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement; or

(3) Upon a finding that a user meeting the criteria in subsection (2) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from the user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

Significant noncompliance (SNC) shall mean a significant industrial user is in significant noncompliance if its violation meets one (1) or more of the following criteria:

(1) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of all the measurements taken for the same pollutant parameter during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 302.2(l);

(2) Technical review criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of all of the measurements taken for the same pollutant parameter during a six (6) month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for biochemical oxygen demand ("BOD"), total suspended solids ("TSS"), fats, oil, and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) daily maximum, long-term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);

(4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge;

(5) Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide, within forty-five (45) days after the due date, required reports such as baseline monitoring reports, ninety (90) day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance;

(8) Any other violation or group of violations, which may include a violation of best management practices, which the POTW determines will adversely affect the operation of implementation of the local pretreatment program.

Slug discharge shall mean any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge,

which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits or permit conditions.

Standard industrial classification (SIC) shall mean classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.

Standard methods means analytical procedures described in the latest edition of "Standard Methods for the Examination of Water and Wastewater" as published by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

State shall mean the State of California.

Storm drain inlet shall mean any pipeline, or portion thereof, constructed in a street, alley, sidewalk or other public place, or easement granted to the city, and connecting of proposed to connect any lot or part of lot to the storm drain system.

Storm sewer or storm drain shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes.

Stormwater pollution prevention plan (SWPPP) is a document which describes, by word and illustration, the best management practices to be implemented on-site by the owner or operator of a business to eliminate or reduce to the maximum extent practicable pollutant discharges to the MS4.

Suspended solids shall mean solids that either float on the surface of or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.

Temporary permit shall mean an interim status permit issued to a discharger until a final determination is made by the director or designee to issue an industrial user wastewater discharge permit.

Total suspense solids (TSS) shall mean the total non-filterable residue in water, wastewater or other liquids, which is removable in accordance with the most recent publication of the Standard Methods for the Examination of Water and Wastewater, prepared and published by the American Public Health.

Total dissolved solids (TDS) shall mean the combined content of all inorganic and organic substances contained in a liquid in: molecular, ionized or micro-granular (colloidal sol) suspended form.

Toxic pollutant shall mean any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency under the provision of the CWA 307(a) or other Acts.



TTO shall mean total toxic organics and is the sum of the masses of the concentration of specific toxic organics compounds found on the Chemicals Regulated Under TTO list available at the city utilities department.

User or industrial user shall mean any person who contributes, causes or permits the contribution of wastewater into the city's collection and treatment facilities.

Waste material shall mean and includes any and all substances of liquid, solid, gaseous or radioactive nature associated with human habitation, or of human or animal origin, or from any producing, manufacturing or processing operation of any nature.

Wastewater shall mean all residential and nonresidential material and waters, whether treated or untreated, discharged into or permitted to enter the wastewater collection system.

Wastewater strength shall mean the quality of wastewater discharged as measured by its concentration, including its constituents and characteristics.

Wastewater system shall mean and includes intercepting sewers, wastewater treatment works, sanitary sewer collection facilities that discharge to a POTW, industrial brine collection facilities that are regulated by a separate NPDES, pumping stations, outfall sewers, and appurtenances constructed, operated and maintained by the city for residential and nonresidential wastewater disposal purposes.

Watercourse shall mean a channel in which a flow of water occurs, either continuously or in-termittently.

Winegrower shall mean a winegrower as defined in California Business and Professions Code Section 23013.

SECTION 2. That Escondido Municipal Code Chapter 22, Article 1, Section 22-10 is hereby amended and replaced to read as follows:

**Section 22-10. Enforcement authority.**

(a) The city and the director or designee can exercise any enforcement powers as provided in this chapter, as may be necessary to effectively implement and enforce this chapter.

(b) In addition to the general enforcement powers provided in this chapter, the city and director or designee shall exercise any of the following supplemental enforcement powers as may be necessary under the circumstances:

(1) Sampling authority. During any inspection, the director or designee shall take samples deemed necessary in order to implement and enforce the provisions of this chapter. This may include the installation of sampling and metering devices on private property, or requiring the person owning or occupying the premises to supply

samples to the control authority and have them analyzed at the owner's or occupants expense.

(2) Clean and abate. The director or designee may require any person owning or occupying a premises to clean up or remove any material that could create a potential hazard which may result in a violation of this chapter.

(3) Monitoring and mitigation. The director or designee shall require reasonable monitoring of discharges from any premises to the MS4 or sewage system and shall have authority to order the mitigation of circumstances which may result in illegal discharges to the maximum extent practicable.

(4) Stormwater pollution prevention plan. The director or designee shall have the authority to require any business to establish, adopt and implement elements of a stormwater pollution prevention plan pursuant to Municipal Code section 22-26(a), as may be necessary to fulfill the purposes of this chapter.

(5) Employee training program. The director or designee shall have the authority to require any business to establish the elements of an employee training program, as may be necessary to fulfill the purposes of this article.

(6) Best management practices. The director or designee shall require the establishment of best management practices for any premises pursuant to Municipal Code section 22-26(h).

(7) Reports. The director or designee shall have the authority to require any person or entity owning a premises to submit a report to the city confirming their compliance with this chapter.

SECTION 3. That Escondido Municipal Code Chapter 22, Article 1, Section 22-11 is hereby amended and replaced to read as follows:

**Section 22-11. Enforcement and remedies.**

(a) It is unlawful for any person, or entity to violate provision of this chapter. Any violation of this chapter shall be a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding one thousand dollars (\$1,000.00) or be imprisoned for a period of not exceeding six (6) months, or by both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

(b) The violation of any provision of this chapter, any standard adopted by this chapter, or any permit or permit condition issued under this chapter is hereby declared a public nuisance, and shall be abated by any means available under the law. The city may also pursue any of the alternative civil remedies herein against any discharger who violates the provisions of this chapter. The city may pursue any of the following alternative remedies against any person, or entity who violates the provisions of this chapter:

(1) Repair of damage to facilities. When a discharge to a MS4 or a prohibited discharge to the sewage system, causes an obstruction, damage, or other impairment to the MS4 or the sewage system, any person or entity causing such

obstruction, damage, or impairment shall be liable for the work required to clean or repair the system.

(2) Injunction. Whenever a discharge to a MS4 or a prohibited discharge to the sewage system is in violation of this chapter or otherwise causes or threatens to cause a condition of contamination, pollution, or nuisance, the city may petition the superior court for the issuance of injunctive relief as may be appropriate, preventing the continuance of such discharge.

(3) Reimbursement. Whenever the city is assessed any fine, fee, or penalty as a result of a discharge to a MS4 or a prohibited discharge to the sewage system in violation of this chapter, the city may seek reimbursement of such fine, fee, or penalty from the discharger.

(4) Cost recovery. Whenever the city incurs any costs or expenses abating any discharge in violation of any provision of this chapter, the city may seek reimbursement of such costs from the person, or entity causing such violation. Any such expense shall constitute a debt owed to the city, and shall include both the direct and indirect costs involved in the abatement of the illegal discharge and in collecting such reimbursement.

(5) Stop work notice. Whenever any violation of this chapter exists, a stop work notice may be issued and all regular work on a project must cease until the required remedies are implemented.

(6) Administrative citation. Any person violating this chapter may be issued an administrative citation, as provided in Chapter 1A, Administrative Remedies, of this code. Failure to satisfactorily respond to a written notice of violation within the time frame specified by the director or a duly authorized designee can result in the issuance of an administrative citation. Each and every day a violation of any provision of this chapter constitutes a separate and distinct offense. In accordance with the fees set by the city, a graduated schedule of administrative fines will be used to assess the first and any successive violations.

(7) Ten thousand dollar (\$10,000.00) per day penalty. Any person who violates any order issued by the director or any provision of this chapter, shall be liable civilly to the city in a sum not to exceed ten thousand dollars (\$10,000.00) for each day in which such violation occurs. The city attorney shall have authority to petition the superior court to impose, assess and recover any such sums.

(8) Termination of service. The city may terminate or cause to be terminated wastewater treatment or water service to any premises if a violation of any provision of this chapter pertaining to control of wastewater is found to exist or if a discharge of wastewater causes or threatens to cause a condition of contamination, pollution or nuisance, as defined in this chapter. This provision is in addition to other statutes, rules or regulations authorizing termination of service.

SECTION 4. That Escondido Municipal Code Chapter 22, Article 2, Sections 22-19 thru Section 22-29 are hereby amended and replaced to read as follows:

**Section 22-19. Purpose and intent.**

(a) The purposes of this article are to ensure the health, safety and general welfare of the citizens of the City of Escondido by controlling nonstormwater discharges to the MS4; by eliminating discharges to the MS4 from spills, dumping, or disposal of solid or liquid waste other than stormwater; and by preventing, eliminating or reducing pollutants in urban stormwater discharges to the maximum extent practicable.

(b) The intent of this article is to protect and enhance the water quality of our watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Clean Water Act and the Order.

**Section 22-20. Reserved.**

**Section 22-21. Construction and application.**

This article shall be interpreted to assure consistency with the requirements of applicable federal and state laws, regulations, orders and permits, and with the purposes and intent of this article.

**Section 22-22. Prohibited discharges to MS4.**

Except as provided in Escondido Municipal Code section 22-23, it is unlawful for any person to discharge anything except stormwater to a MS4, including, but not limited to:

- (a) Sewage;
- (b) Discharges of wash water resulting from the hosing or cleaning of gas stations, auto repair garages, or other types of automotive service facilities;
- (c) Discharges resulting from the cleaning, repair, or maintenance of any type of equipment, machinery, or facility including motor vehicles, cement-related equipment, and port-a-potty servicing, etc.;
- (d) Discharges of wash water from mobile operations such as mobile automobile washing, steam cleaning, power washing, and carpet cleaning, etc.;
- (e) Discharges of wash water from the cleaning or hosing of impervious surfaces in municipal, industrial, commercial, and residential areas including parking lots, streets, sidewalks, driveways, patios, plazas, work yards and outdoor eating and drinking areas, etc.;
- (f) Discharges or runoff from material storage areas containing chemicals, fuels, grease, oil, or other hazardous materials;
- (g) Discharges of pool or fountain water containing chlorine, biocides, or other chemicals; discharges of pool filter or fountain filter backwash water;

- (h) Discharges of sediment, pet waste, vegetation clippings, or other landscape or construction-related wastes; and
- (i) Discharges of food-related wastes (e.g., grease, fish processing, and restaurant kitchen mat and trash bin wash water, etc.).

**Section 22-23. Exceptions to discharge to MS4 prohibitions.**

The following discharges are exempt from the prohibition set forth in section 22-22:

(a) Any discharge or connection regulated under a NPDES permit issued to the discharger and administered by the State of California pursuant to Division 7 of the California Water Code, provided that the discharger is in compliance with all requirements of the permit and other applicable laws and regulations;

(b) Discharges from the following activities which are not identified by the RWQCB as a source of pollutants to receiving waters:

- (1) Diverted stream flows;
- (2) Rising ground waters;
- (3) Uncontaminated groundwater infiltration to MS4s;
- (4) Springs
- (5) Flows from riparian habitats and wetlands;
- (6) Potable water sources;
- (7) Foundation drains; and
- (8) Footing drains;

(c) Discharges from the following activities when the controls listed below are implemented:

(1) Air conditioning condensation. Condensation discharges should be directed to landscaped areas or other pervious surfaces, or the sanitary sewer when feasible;

(2) Individual residential vehicle washing. Discharge of wash water should be directed to landscaped areas or other pervious surfaces where feasible. The volume of water, washing detergent and other vehicle wash products should be minimized. Any other practices that will prevent the discharge of pollutants from residential vehicle washing are encouraged.

(3) Dechlorinated swimming pool discharges. Discharges to the MS4 must be free from residual chlorine, algaecide, filter backwash, and other pollutants. Discharge of saline pool water must be directed to the sanitary sewer, landscaped areas, or other pervious surfaces.

(4) Flows from emergency firefighting.

(i) Non-emergency firefighting discharges must be addressed by appropriate BMPs to prevent pollutants associated with such discharges to enter the MS4.

(ii) During emergency situations, BMPs should not interfere with immediate emergency respond operations or impact the public health and safety. Priority of efforts should first be directed toward life and property before the environment.

(d) Any discharge which the enforcement official or the Regional Water Quality Control Board determines in writing is necessary for the protection of the public health and safety;

(e) Notwithstanding the exemptions provided by Municipal Code section 22-23(a)-(d), if the Regional Water Quality Control Board or the enforcement official determines that any of these otherwise exempt discharges cause or significantly contribute to violations of any plan standard, or convey significant quantities of pollutants to surface waters, or are a danger to public health or safety, such discharges shall be prohibited from entering the MS4.

**Section 22-24. Discharge in violation of permit.**

It is unlawful for any person to cause either individually or jointly any discharge to the MS4 which results in or contributes to a violation of the Order.

**Section 22-25. Illegal connection prohibited.**

It is unlawful for any person to establish, use, or maintain any illegal connection to the MS4. This section expressly supersedes any city permit or earlier authorization for said discharge, but is subject to the exceptive provisions of Escondido Municipal Code section 22-23, above.

**Section 22-26. Reduction of pollutants in stormwater.**

Any person engaged in activities which may result in pollutants entering the MS4 shall, to the maximum extent practicable, undertake all measures to reduce the risk of nonstormwater or pollutant discharges. At the discretion of the enforcement official, the following requirements shall be applied to any persons engaged in such activities:

(a) Stormwater pollution prevention plan. The enforcement official shall require any business in the City of Escondido that is engaged in activities which may result in pollutant discharges to develop and implement a SWPPP, which must include an employee training program. Business activities which shall require a SWPPP include maintenance, storage, manufacturing, assembly, equipment operations, vehicle loading or fueling, or cleanup procedures, which are carried out partially or wholly out of doors.

(b) Parking lots and impervious surface. Persons owning or operating a parking lot or impervious surfaces used for similar purposes shall clean those surfaces frequently and thoroughly to prevent the discharge of pollutants to the MS4 to the maximum extent practicable. Sweepings or cleaning residue from parking lots or impervious surfaces shall not be swept or otherwise made or allowed to go into any gutter or roadway.

(c) Street Parking. No person shall stand or park any vehicle or equipment on any public street, if such vehicle or equipment is determined by the enforcement official to be leaking fluids such as oils or other fluids that contribute or have the potential to contribute to a discharge of pollutants to the MS4 or the receiving waters.

(d) Trash areas.

(1) Trash and recycling storage facilities shall be located in a roofed, four-sided enclosure. The enclosure may not include any storm drain inlets. These

storage facilities must have a grade-break at the entrance or be otherwise designed to prevent liquids draining from the enclosure.

(2) Trash areas shall be kept free of debris and liquid waste at all times. Trash dumpster container lids shall remain closed with when not actively in use.

(3) Properties with existing trash areas without a roofed, four-sided enclosure may be required to install said enclosure following the receipt of storm water violation notices.

(e) New developments and redevelopments. Any person performing construction work in the City of Escondido shall, to the maximum extent practicable, prevent pollutants from entering the MS4 by complying with all applicable local ordinances, and applicable provisions of any general construction NPDES permit issued by the State Water Resources Control Board. The enforcement official shall establish controls on the volume and rate of stormwater runoff from new developments and redevelopments as may be reasonably necessary to minimize the discharge and transport of pollutants.

(f) Compliance with general permits. Each industrial discharger, discharger associated with construction activity, or other discharger subject to any general stormwater NPDES permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, or the San Diego Regional Water Quality Control Board, shall comply with all requirements of such permit, which may include the general industrial stormwater permit, the general construction activity stormwater permit, and/or the general dewatering permit.

(g) Coordination with Hazardous Materials Release Response Plans and Inventory. Any activity subject to the Hazardous Materials Release Response Plan, Chapter 6.95 of the California Health and Safety Code, shall include in that Plan provisions for compliance with this section, including the prohibitions on non-storm water discharges and illegal discharges, and the requirement to reduce release of pollutants to the maximum extent practicable.

(h) Compliance with best management practices. Every person undertaking any activity or use of a premises which may cause or contribute to stormwater pollution or contamination, illegal discharges, or nonstormwater discharges shall comply with best management practices guidelines or pollution control requirements as may be reasonably established by the enforcement official.

(i) Maintenance of structural BMPs for function and appearance. Property owners with structural BMPs shall maintain those BMPs associated with their property and its development.

(j) Grading, ground clearing, stockpiling. All work shall be done in accordance with the requirements of this Chapter and any permits required by the city or other applicable agencies.

(k) Ground surface landscape preservation. No person shall remove ground surface landscaping that could result in erosion without installation of pollution control measures.

**Section 22-27. Containment and notification of spills.**

Any person owning or occupying a premises who has knowledge of any release of pollutants or nonstormwater from those premises which might enter the MS4 shall immediately take all reasonable action to contain the release and minimize any nonstormwater discharge. Such person shall notify the enforcement agency as soon as practical.

**Section 22-28. Protection of MS4 and Watercourses in general.**

Every person owning or occupying property through which a natural watercourse of a MS4 passes shall:

(a) Keep and maintain that part of the watercourse within the property free of trash, debris and other obstacles which would pollute, contaminate, or retard the flow of water through the MS4;

(b) Maintain existing structures within or adjacent to such a watercourse so that those structures will not become a hazard to the use, function, or physical integrity of the MS4; and

(c) Not remove healthy bank vegetation beyond that necessary for maintenance, nor remove vegetation in such a manner as to increase the vulnerability of the watercourse to erosion.

**Section 22-29. Maintenance Agreement.**

The owner of a priority development project must execute a storm water facilities maintenance agreement with the city prior to occupancy of the development. The agreement shall be recorded and run with the land and be binding upon the owner, and their heirs, and successors in interest to the project and to any real property developed in conjunction with the project.

SECTION 5. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.



SECTION 7. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

RESOLUTION NO. 2015-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO ADOPT, ON BEHALF OF THE CITY, THE JURISDICTIONAL RUNOFF MANAGEMENT PLAN AND ASSOCIATED WATER QUALITY IMPROVEMENT PLANS FOR THE SAN DIEGUITO AND CARLSBAD WATERSHEDS

WHEREAS, the City of Escondido is a Copermitee subject to Regional Water Quality Control Board ("RWQCB") Order No. R9-2013-0001, National Pollutant Discharge Elimination System ("NPDES") Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems ("MS4s") Draining the Watersheds within the San Diego Region ("MS4 Permit"); and

WHEREAS, the City is required to develop a Jurisdictional Runoff Management Plan demonstrating compliance with various components of the MS4 Permit including Illicit Discharge Detection and Elimination, Development Planning, Construction Management, Existing Development, Enforcement, and Education; and

WHEREAS, the City is located within two watershed management areas, Carlsbad Watershed and San Dieguito Watershed, for which Water Quality Improvement Plans must be developed in accordance with the MS4 Permit; and

WHEREAS, the plans under consideration are in conformance with the California Environmental Quality Act and a Notice of Exemption was issued on April 8, 2015.

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

SECTION 1. That the above recitations are true.

SECTION 2. That the Jurisdictional Runoff Management Plan for the City of Escondido is hereby approved and will be implemented.

SECTION 3. That the Water Quality Improvement Plans for the Carlsbad Watershed and San Dieguito Watershed are hereby approved and will be implemented.

SECTION 4. That these plans shall remain in effect as applicable to RWQCB Order No. R9-2013-0001 and subsequent related Orders, and significant changes to these plans will be presented to Council.

SECTION 5. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. That as of the effective date of this resolution and acceptance of these plans by the RWQCB, all previous Jurisdictional Urban Runoff Management Plans or Watershed Urban Runoff Management Plans are hereby repealed.

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 16**

**Date: May 6, 2015**

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

**FROM:** Diane Halverson, City Clerk

**SUBJECT:** Appointment to Historic Preservation Commission

RECOMMENDATION:

It is requested that Council ratify the Mayor's appointment to fill an unscheduled vacancy on the Historic Preservation Commission, term to expire March 31, 2018.

BACKGROUND:

Following a letter of resignation from Judith O'Boyle, indicating that she was no longer able to serve on the Historic Preservation Commission, a Notice of Unscheduled Vacancy was duly posted for a 10-day period in accordance with State law and City policy. The City Clerk's Office has one application on file from Marc Correll, who currently serves on the Personnel Board of Review and has indicated an interest in serving on the Historic Preservation Commission.

Respectfully submitted,



Diane Halverson, CMC  
City Clerk

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 17**

**Date: May 6, 2015**

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

**FROM:** Christopher W. McKinney, Director of Utilities

**SUBJECT:** Wohlford Dam: Designation of Authorized Representative for Clean Water State Revolving Fund Loan and Budget Adjustment to Allocate Prop. 1E Reimbursements to the Wohlford Dam CIP Budget

**RECOMMENDATION:**

The Utilities Department requests that the City Council:

1. Adopt Resolution No. 2015-53 authorizing the Director of Utilities or his designee to sign, on behalf of the City, Financial Assistance Applications for low-interest loans of up to \$25 million from the Clean Water State Revolving Fund (SRF) for construction of Wohlford Dam; and
2. Approve a budget adjustment to allocate money received as reimbursement from the California Department of Water Resources (CA DWR) Prop. 1E Grant Program.

**FISCAL ANALYSIS:**

Authorizing application for SRF loans will have no immediate fiscal impact other than the cost of staff time to prepare the applications. If the loan application is approved, Staff will return to Council for authorization to accept the funds and enter into a repayment agreement.

Approval of the budget adjustment will authorize the Finance Department to transfer reimbursement money received from the State Grants revenue account to the Wohlford Dam CIP (#704912). The budget adjustment specifies a transfer of \$14.9 million, which is the maximum reimbursement the City will receive via the Prop. 1E grant. To date, \$610,000 in reimbursements have been received and \$198,000 in reimbursement requests have been submitted by the City but not yet processed by the CA DWR. The additional budget adjustment amount will allow the Finance Department to transfer reimbursements into the Wohlford Dam CIP as they are received without further Council action. Only money received as direct reimbursement from the CA DWR Prop. 1E Program for Wohlford Dam expenses will be subject to the proposed budget transfer.

**PREVIOUS ACTION:**

On August 1, 2012, City Council authorized a contract with Black & Veatch Corporation for the Lake Wohlford Dam Replacement Design in the amount of \$3,496,740. On October 17, 2012, City Council

authorized a contract with RBF Consulting, Inc. for Lake Wohlford Dam Replacement Construction Management in the amount of \$2,458,516.

BACKGROUND:

In 2007 the water level of Lake Wohlford was lowered because a dam assessment showed that the upper portion of the dam was susceptible to failure during a significant seismic event. In June 2010, the City received a report evaluating dam replacement alternatives. At that time, the project cost estimate was \$30 million. In 2011, the City was awarded up to \$14.9M in matching funds for the dam replacement from the State of California, Prop 1E Grant.

The 60% design is complete and the 90% design is proceeding with completion expected in June 2015. The 60% design level cost estimate for the dam is \$32M to \$37M plus \$6.5M for the Oakvale Road realignment. Thus, the total estimated cost for the dam replacement stands at \$38.5 million to \$43.5 million, leaving \$23.6 million to \$28.6 million remaining for the City to fund. The present cost estimate exceeds the original cost estimate by \$8.5 million to \$13.5 million.

The uncertainty of the estimated cost (a range of \$5 million) is due in large part to the uncertainty of the excavation necessary to prepare an acceptable foundation for the new dam. Although a thorough geotechnical analysis has been completed (including many borings to determine the quality of bedrock in the area), the true quality of the dam's foundation will not be known until the excavation begins. There is risk that the planned excavation will not produce sufficiently sound bedrock and more excavation will be necessary, as determined by the CA DWR, Division of Safety of Dams (DSOD).

Staff will bring an amendment to the original design contract later in May. The original scope of the design effort changed because the scope of the dam construction changed based primarily on comments received from DSOD and the Federal Energy Regulatory Commission (FERC). The DSOD and FERC have been involved with the design reviews, and their approvals are required to obtain an authorization to construct the replacement dam and to ultimately fill the reservoir. The additional requirements include several different 2-dimensional and 3-dimensional analysis models, additional geotechnical borings and trenches, mapping of the Oakvale Road slope cut by a geologist, and preparation of a Quality Control Inspection Program and Temporary Construction Emergency Action Plan.

The Utilities Department was notified by the Prop. 1E grant administrators of an important consideration given to the City regarding its reimbursement. The grant administrators determined that the City could use money obtained via the SRF program to fund its portion of the dam cost. In prior discussions with City staff, grant administrations had held that SRF loans would amount to "State funding," which was not allowed under the terms of the Prop. 1E agreement. Staff maintained that an SRF loan would be repaid with interest and therefore represented a strong financial commitment by the City to the project, and that other sources of borrowing at higher interest rates

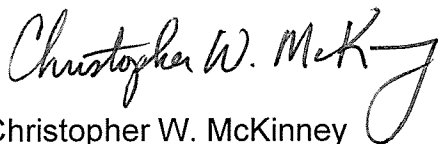
would needlessly cost the City more money over the life of the project. Fortunately, the grant administrators ultimately agreed with City staff.

The SRF Loan Program requires a representative who has been authorized by resolution to sign on behalf of the City and submit application materials, certify compliance with applicable state and federal laws, execute the financial assistance agreement and amendments, and certify disbursement requests. If the loan application is approved by the DWR, Staff will return to Council for authorization to accept the funds and enter into a repayment agreement.

The present interest rate for SRF loans is 1.6% annually. If the City borrows \$25 million through this program to fund dam construction, annual payments to cover the debt will be \$1.5 million and total interest over the 20-year repayment term will be \$4.4 million. The Water Fund's debt service requirement will increase by \$1.8 million.

Water Revenues, expenses, and debt requirements were projected over the next five years during the recent rate setting process. These projections accounted for the Council approved rate increases in 2015 and 2016. If the City applies for and is awarded an SRF loan for construction of Wohlford Dam, the projected revenues and expenses indicate that the Fund's minimum debt service requirement (1.2) will be met.

Respectfully submitted,

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

Christopher W. McKinney  
Director of Utilities





RESOLUTION NO. 2015-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE UTILITIES DIRECTOR OR HIS DESIGNEE, TO BE THE CITY'S REPRESENTATIVE FOR THE STATE REVOLVING FUND ("SRF") LOAN PROGRAM

WHEREAS, the City of Escondido ("City") is interested in participating in the State Water Resources Control Board's ("SWRCB") low-interest loan program; and

WHEREAS, the City is prepared to file applications with the State for construction of the Lake Wohlford Dam Project; and

WHEREAS, the City is required by the State to designate and authorize by resolution a specific representative to act on the City's behalf for this loan program; and

WHEREAS, the State desires to enumerate the specific duties of this representative as part of this resolution.

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

1. That the above recitations are true.
2. That City Council of the City of Escondido authorizes the Director of Utilities or his designee to sign and file for, on behalf of the City, Financial Assistance Applications for a loan from the SWRCB in the amount of \$25 million for construction of the Lake Wohlford Dam Project.
3. That City Council authorizes the aforementioned representative or his designee to certify that the City has and will comply with all applicable state and federal

statutory and regulatory requirements related to any federal and state loan funds received.

4. The Director of Utilities or his designee is hereby authorized to negotiate and execute a loan contract and any amendments or change orders thereto on behalf of the City of Escondido.

## CITY COUNCIL

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 18**

**Date: May 6, 2015**

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

**FROM:** Christopher McKinney, Director of Utilities

**SUBJECT:** Update to the City Council Concerning the Ongoing Drought and Potential Impacts to Escondido

**RECOMMENDATION:**

The Utilities Department requests that the City Council receive and file the staff report and presentation.

**FISCAL ANALYSIS:**

The Council is not being asked to take any action at this time regarding the information in the staff report. Therefore, there is no immediate fiscal impact. However, the Council may be asked in the coming months to consider increasing the City's drought response level. Additionally, the San Diego County Water Authority may restrict deliveries through the Transitional Special Agricultural Water Rate (TSAWR) which will have economic consequences for commercial agriculture in Escondido.

**PREVIOUS ACTION:**

On August 13 2014, the City Council approved a Drought Response Level 2. Staff are not recommending changing the Drought Response Level at this time, but may do so in the coming months.

**BACKGROUND:**

California's current drought has continued through a fourth winter season. The El Nino which had been forecast, and its hope of a wetter than average winter, did not materialize. Rainfall for the 2014-2015 season is below average, and given the magnitude of the drought, even average rainfall over one season would not be sufficient to break it. This report aims to inform the City Council and the public about drought related issues and decisions that will face the City in the coming months. They are: (1) anticipated requirements to be imposed by the State for a 20% reduction in water deliveries, potentially including agricultural deliveries; (2) anticipated restrictions in agricultural deliveries via the County Water Authority's (CWA's) Transitional Special Agricultural Water Rate (TSAWR); and (3) potential increases in the City's Drought Response Level, at the City Council's discretion.

Upcoming State Regulations and Requirements for Reduced Water Deliveries – The California State Water Quality Control Board (the Board), at the direction of the Governor of California, is developing Emergency Water Conservation Regulations. A copy of the draft regulations released on April 18, 2015

is attached to this staff report (Attachment 1). Please note that this version was current as of the preparation of the staff report, but that a new draft may be issued prior to the Council meeting. The City has provided two comment letters to the Board, one for the draft regulations issued in late March and one for the current draft regulations. Following is a summary of the City's comments:

1. Make allowances in the regulations for agencies, such as Escondido, that have already taken and are further taking steps to reduce potable water use;
2. Use a broader (several months at a minimum) baseline period to reference future use restrictions, thus allowing retail agencies to better address short term consumption increases due to weather or other uncontrollable factors;
3. Focus mandatory restrictions on discretionary outdoor use, while encouraging reduction of other uses;
4. Delay the effective date of new regulations until at least July 1, 2015 to allow retail agencies sufficient time to make necessary changes to their own regulations and to educate their customers about the changes; and
5. Allow ALL urban water agencies to omit agricultural deliveries from reported water production, rather than limiting this ability to agencies that deliver 20% or more of their potable water to agricultural uses.

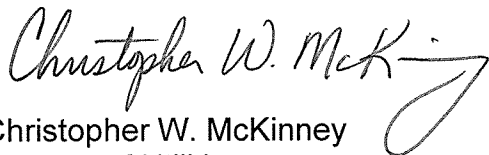
The current draft regulations repeat the Governor's call for a statewide reduction of 25% in urban potable water use through February 2016. The table following this staff report details the prohibited actions in the draft regulations, as well as restrictions in effect in Escondido (both standard restrictions and restrictions for each drought response level). Restrictions in the light-gray tone represent restrictions that are part of the City's standard restrictions, Level 1 restrictions, and Level 2 restrictions (those restrictions presently in effect). The State's proposed restrictions are colored in the dark-gray tone. With the exception of the last three proposed restrictions (on Table Page 3), all of the State's proposed restrictions are already in effect in Escondido because the City is already at Drought Response Level 2. Potential prohibitions that would be new for Escondido are: (1) the prohibition of potable water irrigation of ornamental turf on public street medians; (2) the prohibition of potable water irrigation outside newly constructed homes and buildings unless the water is delivered by a drip or microspray system; and (3) prohibition of outdoor irrigation for 48 hours after measurable rainfall.

Additionally, the draft regulations require the City to reduce total water use by 20%, based on the City's prior water use during the period from July to September 2014. The draft regulations would require the City to include agricultural deliveries in its baseline consumption and in its reports of ongoing consumption because Escondido falls below the threshold (i.e. 20% or more of total deliveries to agriculture) for omitting these deliveries. The City's comments have suggested that this threshold is arbitrary and should be removed, allowing agencies to omit agricultural deliveries regardless of the fraction of total deliveries they comprise.

Anticipated Restrictions on Deliveries to Agricultural Customers in the CWA's TSAWR – At a special CWA Board meeting on May 14, the CWA Board will consider limiting agricultural deliveries to those customers participating in the TSAWR. The Metropolitan Water District of Southern California (MWD) has already announced a 15% restriction on deliveries. Customers participating in the TSAWR receive water rate discounts because they do not participate in recovering the cost of the CWA's infrastructure expense for emergency storage. Therefore, these customers also agree that in times of water restriction, they will be the first customers to be restricted. All TSAWR customers will be notified by the City of the required water restrictions after the CWA Board acts on May 14. As with the last such restriction in 2009, the City will track TSAWR customers' water use on a monthly basis and report it on utility bills. This will allow customers to track their use and determine if their use is above, below, or at the maximum allowed. Penalties for overuse, however, will not be levied until the end of the fiscal year, thus allowing customers to avoid being penalized for one or two months of overuse as long as the year-end total is at or below the maximum allowed consumption.

Potential Recommended Increase to the City's Drought Response Level – The City Council moved the City of Escondido to Drought Response Level 2 on August 13, 2014. The table at the end of this report details water use restrictions that are in effect at all times in Escondido, as well as those associated with each Level. As the table shows, higher Drought Response Levels include all the restrictions of lower Levels. At this time, Staff **do not recommend** raising the Drought Response Level because the City's Level 2 includes nearly all the anticipated restrictions required in the State's draft emergency restrictions. Once the State's emergency regulations are finalized, Staff will recommend implementation of any new restrictions as part of Level 2 assuming that the final restrictions are in the current draft. Any new restrictions that are not in the current draft will be considered case-by-case for inclusion in the appropriate Drought Response Level. Information is presented concerning the restrictions unique to Levels 3 and 4 to inform the Council and the public in case those response levels are necessary in the future.

Respectfully submitted,



Christopher W. McKinney  
Director of Utilities

## ATTACHMENT 1

# PROPOSED TEXT OF EMERGENCY REGULATION

### Article 22.5. Drought Emergency Water Conservation.

Sec. 863. Findings of Drought Emergency.

(a) The State Water Resources Control Board finds as follows:

(1) On January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions;

(2) On April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions;

(3) On April 1, 2015, the Governor issued an Executive Order that, in part, directs the State Board to impose restrictions on water suppliers to achieve a statewide 25 percent reduction in potable urban usage through February 28, 2016, require commercial, industrial, and institutional users to implement water efficiency measures; prohibit irrigation with potable water of ornamental turf in public street medians; and prohibit irrigation with potable water outside newly constructed homes and buildings that is not delivered by drip or microspray systems;

(34) The drought conditions that formed the basis of the Governor's emergency proclamations continue to exist;

(45) The present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and

(56) The drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will likely be necessary to prevent waste and unreasonable use of water and to further promote conservation.

Authority: Section 1058.5, Water Code.

References: Sections 102, 104 and 105, Water Code.

Sec. 864. End-User Requirements in Promotion of Water Conservation.

(a) To prevent the waste and unreasonable use of water and to promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

(1) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(3) The application of potable water to driveways and sidewalks; and

(4) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system;

(5) The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall; and

(6) The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased-;

(7) The irrigation with potable water of ornamental turf on public street medians;  
and

(8) The irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.

(b) To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

(c) Immediately upon this subdivision taking effect, all commercial, industrial and institutional properties not served by a water supplier meeting the requirements of Water Code section 10617 or section 350 shall either:

(1) Limit outdoor irrigation of ornamental landscapes or turf with potable water to no more than two days per week; or

(2) Reduce potable water usage by 25 percent for the months of June 2015 through February 2016 as compared to the amount used for the same months in 2013.

(ed) The taking of any action prohibited in subdivision (a) or the failure to take any action required in subdivisions (b) or (c), in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs.

Authority: Section 1058.5, Water Code.

References: Sections 102, 104, and 105, 350, and 10617, Water Code.

#### Sec. 865. Mandatory Actions by Water Suppliers.

(a) The term "urban water supplier," when used in this section, refers to a supplier that meets the definition set forth in Water Code section 10617, except it does not refer to suppliers when they are functioning solely in a wholesale capacity, but does apply to suppliers when they are functioning in a retail capacity.

~~(b)(1) To promote water conservation, each urban water supplier shall implement all requirements and actions of the stage of its water shortage contingency plan that imposes includes mandatory restrictions on the number of days that outdoor irrigation of ornamental landscapes or turf with potable water is allowed, or shall amend its water shortage contingency plan to include mandatory restrictions on the number of days that outdoor irrigation of ornamental landscapes or turf with potable water is allowed and implement these restrictions within forty five (45) days. Urban water suppliers with approved alternate plans as described in subdivision (b)(2) are exempted from this requirement.~~

~~(2) An urban water supplier may submit a request to the Executive Director for approval of an alternate plan that includes allocation based rate structures that satisfies the requirements of chapter 3.4 (commencing with section 370) of division 1 of the Water~~

Code, and the Executive Director may approve such an alternate plan upon determining that the rate structure, in conjunction with other measures, achieves a level of conservation that would be superior to that achieved by implementing limitations on outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week.

~~\_\_\_\_\_ (c) To promote water conservation, each urban water supplier that does not have a water shortage contingency plan that restricts the number of days that outdoor irrigation of ornamental landscapes and turf with potable water is allowed, or has been notified by the Department of Water Resources that its water shortage contingency plan does not meet the requirements of Water Code section 10632 shall, within forty five (45) days, limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week.~~

(db) In furtherance of the promotion of water conservation each urban water supplier shall:

(1) Provide prompt notice to a customer whenever the supplier obtains information that indicates that a leak may exist within the end-users exclusive control.

(2) Prepare and submit to the State Water Resources Control Board by the 15<sup>th</sup> of each month a monitoring report on forms provided by the Board. The monitoring report shall include the amount of potable water the urban water supplier produced, including water provided by a wholesaler, in the preceding calendar month and shall compare that amount to the amount produced in the same calendar month in 2013. The monitoring report shall specify the population served by the urban water supplier, the percentage of water produced that is used for the residential sector, descriptive statistics on water conservation compliance and enforcement efforts, ~~and~~ the number of days that outdoor irrigation is allowed, monthly commercial sector use, monthly industrial sector use, and monthly institutional sector use. The monitoring report shall also estimate the gallons of water per person per day used by the residential customers it serves.

(c)(1) To prevent the waste and unreasonable use of water and to meet the requirements of the Governor's April 1, 2015 Executive Order, each urban water supplier shall reduce its total potable water production by the percentage identified as its conservation standard in this subdivision. Each urban water supplier's conservation standard considers its service area's relative per capita water usage.

(2) Each urban water supplier whose source of supply does not include groundwater or water imported from outside the hydrologic region and that received average annual precipitation in 2014 may, notwithstanding its average July-September 2014 R-GPCD, submit for Executive Director approval a request to reduce its total water usage by 4 percent for each month as compared to the amount used in the same month in 2013. Any such request shall be accompanied by information showing that the supplier's sources of supply do not include groundwater or water imported from outside the hydrologic region and that the supplier's service area received average annual precipitation in 2014.

(3) Each urban water supplier whose average July-September 2014 R-GPCD was less than 65 shall reduce its total water usage by 8 percent for each month as compared to the amount used in the same month in 2013.



(4) Each urban water supplier whose average July-September 2014 R-GPCD was between 65 and 79.9 shall reduce its total water usage by 12 percent for each month as compared to the amount used in the same month in 2013.

(5) Each urban water supplier whose average July-September 2014 R-GPCD was between 80 and 94.9 shall reduce its total water usage by 16 percent for each month as compared to the amount used in the same month in 2013.

(6) Each urban water supplier whose average July-September 2014 R-GPCD was between 95 and 109.9 shall reduce its total water usage by 20 percent for each month as compared to the amount used in the same month in 2013.

(7) Each urban water supplier whose average July-September 2014 R-GPCD was between 110 and 129.9 shall reduce its total water usage by 24 percent for each month as compared to the amount used in the same month in 2013.

(8) Each urban water supplier whose average July-September 2014 R-GPCD was between 130 and 169.9 shall reduce its total water usage by 28 percent for each month as compared to the amount used in the same month in 2013.

(9) Each urban water supplier whose average July-September 2014 R-GPCD was between 170 and 214.9 shall reduce its total water usage by 32 percent for each month as compared to the amount used in the same month in 2013.

(10) Each urban water supplier whose average July-September 2014 R-GPCD was greater than 215 shall reduce its total water usage by 36 percent for each month as compared to the amount used in the same month in 2013.

(d)(1) Beginning June 1, 2015, each urban water supplier shall comply with the conservation standard specified subdivision (c).

(2) Compliance with the requirements of this subdivision shall be measured monthly and assessed on a cumulative basis.

(e) Each urban water supplier that serves 20 percent or more of its total production for commercial agricultural use meeting the definition of Government Code section 51201, subdivision (a) may subtract the amount of water supplied for commercial agricultural use from its water production total, provided that the supplier complies with the Agricultural Water Management Plan requirement of paragraph 12 of the April 1, 2015 Executive Order. Each urban water supplier that serves 20 percent or more of its total production for commercial agricultural use meeting the definition of Government Code section 51201, subdivision (a) shall certify that the agricultural uses it serves meet the definition of Government Code section 51201, subdivision (a), and shall report its total water production pursuant to subdivision (b)(2), identifying the total amount of water supplied for commercial agricultural use.

(ef)(1) To prevent waste and unreasonable use of water and to promote water conservation, each distributor of a public water supply, as defined in Water Code section 350, that is not an urban water supplier shall, ~~within forty five (45) days,~~ take one or more of the following actions:

(1A) Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or

(2B) Implement another mandatory conservation measure or measures intended to achieve a ~~20~~25 percent reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

(2) Each distributor of a public water supply, as defined in Water Code section 350, that is not an urban water supplier shall submit a report by December 15, 2015, on a form provided by the Board, that includes:

(A) Total potable water production, by month, from June through November, 2015, and total potable water production, by month, for June through November 2013; or

(B) Confirmation that the distributor limited outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week.

Authority: Section 1058.5, Water Code.

References: Sections 102, 104, 105, 350, 1846, 10617 and 10632, Water Code.

#### Sec. 866. Additional Conservation Tools.

(a)(1) To prevent the waste and unreasonable use of water and to promote conservation, when a water supplier does not meet its conservation standard required by section 865 the Executive Director, or his designee, may issue conservation orders requiring additional actions by the supplier to come into compliance with its conservation standard.

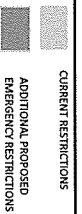
(2) All conservation orders issued under this article shall be subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the California Water Code.

(b) The Executive Director, or his designee, may issue an informational order requiring water suppliers, or commercial, industrial or institutional properties not served by a water supplier meeting the requirements of Water Code section 10617 or section 350, to submit additional information beyond that required to be reported pursuant to the other provisions of this article. The failure to provide the information requested within 30 days or any additional time extension granted is a violation subject to civil liability of up to \$500 per day for each day the violation continues pursuant to Water Code section 1846.

Authority: Section 1058.5, Water Code.

References: Sections 100, 102, 104, 105, 174, 186, 187, 275, 350, 1051, 1122, 1123, 1825, 1846, 10617 and 10632, Water Code.


**WATER CONSERVATION PLAN SUMMARY**


  
 CURRENT RESTRICTIONS  
 ADDITIONAL PROPOSED  
 EMERGENCY RESTRICTIONS

7/4/15

<b>Water Restrictions</b>	<b>Water Restriction in effect at ALL times</b>	<b>Response Level 1</b>	<b>Response Level 2</b>	<b>Response Level 3</b>	<b>Response Level 3 (with optional meter moratorium)</b>	<b>Response Level 4</b>	<b>Proposed Emergency Restrictions</b>
The loss or escape of water by means of breaks, leaks or other malfunctions in the water user's plumbing or distribution system must be repaired within five (5) days of notification by the utilities department, or within such other time as determined by the director of utilities or designee.	X	X	X	X	X	X	
Watering or irrigating lawns or landscape areas in a manner causing significant runoff is prohibited.	X	X	X	X	X	X	X
Golf courses, parks, school grounds, landscapes, and recreational fields must only be watered between the hours of 6:00 p.m. and 10:00 a.m., except for very short periods of time for the express purpose of adjusting or repairing the irrigation system. Tees and greens may be watered at any time. New plantings including grass may be watered as needed until established.	X	X	X	X	X	X	
Operating a fountain or other water feature that does not recirculate water is prohibited.	X	X	X	X	X	X	X
Washing any vehicle with a hose not having a water shut-off nozzle is prohibited. Allowing water to run continuously from a hose while washing any vehicle is also prohibited.	X	X	X	X	X	X	X
Washing driveways, sidewalks, parking areas, patios or other hardscape areas with water from a pressurized source, such as a garden hose, except when necessary to alleviate safety or sanitation hazards, is prohibited.	X	X	X	X	X	X	X
Recycled water must be used, after the department has provided to the customer an analysis showing that recycled water, if available, is a cost-effective alternative to potable water and the customer has had a reasonable amount of time, as determined by the director or the director's designee to make the conversion to recycled water.	X	X	X	X	X	X	
Using water (unnecessarily) for construction operations receiving water from a construction meter or water truck for any purpose other than those required by regulatory agencies is prohibited.	X	X	X	X	X	X	X

**WATER CONSERVATION PLAN SUMMARY**


  
 CURRENT RESTRICTIONS  
 ADDITIONAL PROPOSED  
 EMERGENCY RESTRICTIONS

2/24/2015

<b>Water Restrictions</b>	<b>Water Restriction in effect at ALL times</b>	<b>Response Level 1</b>	<b>Response Level 2</b>	<b>Response Level 3</b>	<b>Response Level 3 (with optional moratorium)</b>	<b>Response Level 4</b>	<b>Proposed Emergency Restrictions</b>
<p>A hotel or motel must provide guests the option of refusing daily laundering of towels and linens. The hotel or motel shall prominently display notice of this option in each bathroom and sleeping room using clear and easily understood language.</p>	X	X	X	X	X	X	X
<p>Restaurants or other public places where food is served, sold, or offered for sale, will not serve drinking water to any customer unless expressly requested by the customer.</p>	X	X	X	X	X	X	X
<p>It is the intent of the response level one to achieve up to a ten (10) percent reduction in water use when measured against the baseline period.</p>		X	X	X	X	X	
<p>Public Awareness/Education. During a water shortage response level one—water shortage watch condition, the city will increase its public awareness and education efforts of water use restrictions and measures as outlined in this article.</p>		X	X	X	X	X	
<p>It is the intent of response level two to achieve up to a twenty (20) percent reduction in water use when measured against the baseline period.</p>			X	X	X	X	
<p>Irrigating landscape with potable water shall be limited to no more than three (3) days a week. Watering days for homes with odd-numbered addresses - Sunday, Tuesday, and Thursday. Watering days for homes with even-numbered addresses - Saturday, Monday, and Wednesday. Watering days for apartments, condos, mobile home parks, and businesses - Monday, Wednesday, and Friday</p>			X	X	X	X	
<p>Irrigating landscapes shall not exceed ten (10) minutes per station. This provision does not apply to irrigating landscapes using water efficient devices including, but not limited to, drip/micro-irrigation systems and stream rotor sprinklers.</p>			X	X	X	X	

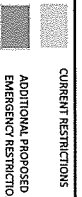
WATER CONSERVATION PLAN SUMMARY

CURRENT RESTRICTIONS  
 ADDITIONAL PROPOSED  
 EMERGENCY RESTRICTIONS

27-44-15

Water Restrictions	Water Restriction in effect at ALL times	Response Level 1	Response Level 2	Response Level 3	Response Level 3 (with optional meter moratorium)	Response Level 4	Proposed Emergency Restrictions
Operating irrigation systems that result in water not being applied to the landscaped area by virtue of any or all of the following: excessive over spray, misting, over pressurization, misaligned or tilted spray heads, or any other malfunction or out-of-adjustment condition, is prohibited.			X	X	X	X	
Water from a construction meter or water truck for irrigation purposes must be applied between the hours of 6:00 p.m. and 10:00 a.m. Note: if the city is notified in writing that initial landscape materials will be adversely affected by these restrictions, the city may establish a reasonable schedule for initial irrigation. The city has the right to inspect all construction sites using water from a city construction meter for the efficient use of water.			X	X	X	X	
It is the intent of response level three to achieve up to a forty (40) percent reduction in water use when measured against the baseline period.				X	X	X	
Irrigating landscape with potable water shall be limited to two (2) days a week from June through October and one (1) day a week from November through May. Days will be assigned by city council through resolution. Water usage for the purpose of adjusting or repairing irrigation systems will be allowed for very short periods of time.				X	X	X	
to the extent needed to sustain aquatic life, provided that such aquatic life is of significant value and have been actively managed within the water feature prior to declaration of a water shortage response level under this policy.				X	X	X	
A pool or spa must be covered during non-use periods.				X	X	X	
Vehicles must be washed at commercial car washes or by mobile high pressure/low volume commercial services that recycle water.				X	X	X	

**WATER CONSERVATION PLAN SUMMARY**


  
 CURRENT RESTRICTIONS  
 ADDITIONAL PROPOSED  
 EMERGENCY RESTRICTIONS

2/24/15

Water Restrictions	Water Restriction in effect at ALL times	Response Level 1	Response Level 2	Response Level 3	Response Level 3 (with optional meter moratorium)	Response Level 4	Proposed Emergency Restrictions
No new potable water service shall be provided, no new temporary meters or permanent meters shall be provided, and no statements of immediate ability to serve or provide potable water service (such as, "will serve" letters, certificates, or letters of availability) shall be issued, except under the following circumstances: (i) A valid, unexpired building permit has been issued prior to the level three declaration for the project; or (ii) The project is necessary to protect the public's health, safety and welfare.					X	X	
Annexations to the city's water service area will be suspended.					X	X	
Restrictions and Rates. In addition, the city council may, in its sole discretion, adopt a resolution to impose additional restrictions or prohibitions on the use of water to achieve reductions from the baseline period, or make additional adjustments to the water rates based on the city's increased costs to provide water to its customers.						X	
The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall is prohibited.							X
The irrigation with potable water of ornamental turf on public street medians is prohibited.							X
The irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.							X

# CITY COUNCIL

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.: 19**

**Date: May 6, 2015**

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

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

**SUBJECT:** Fiscal Year 2015/16 Operating Budget Briefing

**RECOMMENDATION:**

It is requested that Council provide direction regarding the Fiscal Year 2015/16 General Fund operating budget.

**FISCAL ANALYSIS:**

Projected revenues and expenses for Fiscal Year 2015/16 will be presented at the City Council meeting.

The following proposed 2015/16 General Fund sources and uses of funds are balanced without the use of reserves:

**Sources of Funds:**

Estimated Revenue	\$89,092,895
Transfer from Gas Tax	2,055,000
Transfer from Heygi Trust	2,000
Transfer from Ryan Trust-Library/Pioneer Room	18,545
Transfer from Wastewater	25,000
Deposit – PEG Fees	11,000
<b>TOTAL, Sources</b>	<b>\$91,204,440</b>

**Uses of Funds:**

General Fund Operating Budget	\$90,347,490
Transfer to Recreation	223,100
Transfer to Reidy Creek Golf Course Debt Service	363,450
Transfer to Vehicle Parking District	90,400
Transfer to Successor Agency-Housing	25,000
Advance Payback to Public Facilities Fund-Principal	155,000
<b>TOTAL, Uses</b>	<b>\$91,204,440</b>

BACKGROUND:General Fund:

The proposed Fiscal Year 2015/16 operating budget revenue estimate is \$89,092,895. This is a projected increase of 5% over the FY 2014/15 amended revenue projection. Following are the assumptions used for revenue projections in Fiscal Year 2015/16:

<u>Revenue</u>	<u>2014/15 Revised</u>	<u>2015/16 Projected</u>	<u>Change</u>	<u>% Change</u>
Sales Tax	\$25,900,000	\$30,598,000	\$4,698,000	+18%
Property Tax in lieu of sales tax	8,328,000	6,855,000	(1,473,000)	-18%
Property Tax	11,146,000	11,592,000	446,000	+4%
Property Tax in lieu of VLF	11,210,000	11,658,000	448,000	+4%
Other taxes	12,044,000	12,230,000	186,000	+2%
Permits and licenses	745,000	761,000	16,000	+2%
Fines and forfeitures	1,100,000	1,180,000	80,000	7%
Intergovernmental	2,907,000	3,007,000	100,000	3%
Charges for services	8,073,235	7,501,000	(572,235)	-7%
Investment and rental income	3,137,700	3,388,000	250,300	+8%
Other revenue	321,230	322,895	1,665	0%
<b>Total</b>	<b>\$84,912,165</b>	<b>\$89,092,895</b>	<b>\$4,180,730</b>	<b>+5%</b>

- Sales tax receipts are estimated to grow by 3.6% or \$.9 million. In addition, the property tax in lieu of sales tax (also known as the triple flip) is scheduled to end in Fiscal Year 2015/16. This means that the .25 percent rate will revert back to the City on January 1, 2016, increasing the Bradley Burns rate from the current .75 percent rate back to the original 1 percent. This will equate to additional sales tax receipts of about \$3.8 million in the current Fiscal Year which in the past would have been included with the triple flip payment. Sales tax is projected to reach a total of \$30.6 million in Fiscal Year 2015/16. The projected 3.6% growth in sales tax is due to estimated sales increases in the transportation, construction and business to business segments with projected increases of 2.1%, 1.7% and 5.7% respectively. The projected growth in sales tax receipts from transportation is primarily from new and used auto sales. The construction segment growth is coming from increased retail building material sales. The growth in the business to business segment is coming from vehicle leasing and equipment rentals.
- Property tax in lieu of sales tax (triple flip) is projected to decrease by 18% or about \$1.5 million to reach projected revenue of \$6.8 million. This decrease is due to the end of the triple flip on December 31, 2015. The triple flip payment received in Fiscal Year 2015/16 will be for



sales tax collected from April 1, 2015 to December 31, 2015 plus the true-up payments for Fiscal Year 2014/15 and 2015/16.

- Property taxes are projected to increase by 4%, to reach projected revenue of \$11.6 million. This projected increase is due to improvements in the residential real estate market and a positive California Consumer Price Index (CCPI) factor of 1.9%. All real property not reduced by Proposition 8 may increase at the rate of the CCPI but cannot exceed 2% per year unless the property is improved or sold to establish a new assessed value. Therefore, all properties in Escondido not reduced by Proposition 8 will receive the 1.9% CPI adjustment to assessed value. Those properties that received Proposition 8 temporary reductions in prior years are required to be reviewed by the County Assessor outside of the CCPI adjustment factor. Because the median sales price for homes sold in Escondido is up 4% compared to the same time a year ago, our assumption is that this positive growth will be applied by the County Auditor to the lost value of the properties in the Proposition 8 pool or will be included in a new assessed value if the property is sold.
- Property tax in lieu of Vehicle License Fee (VLF) is estimated to increase by 4% to reach projected revenue of \$11.6 million. Growth in this revenue is based on the change in assessed value of taxable property in the City from the prior year. Prior year assessed value was up about 5%.
- Other taxes, which include franchise fees, transient occupancy tax, business license fees, property transfer tax and the Redevelopment Property Tax Trust Fund (RPTTF) residual payment, is projected to increase by 2% to reach projected revenue of \$12.2 million. This increase in revenue is mainly due to projected increases in the franchise fees collected from SDG&E. Franchise fees from SDG&E are rising due to projected increases in electrical costs.
- Permits and licenses that are collected for building, plumbing, electrical, mechanical, fire code and mobile-home permits are projected to increase by 2% to reach revenue of \$.8 million.
- Fines and forfeitures are projected to increase by 7% to reach projected revenue of \$1.2 million. In Fiscal Year 2014/15, the City had to repay the Superior Court of California about \$105,000 due to the results of a State Controller's Office audit that discovered the City had been overpaid between July 1, 2006 to June 30, 2013 for penalties and surcharges on fines. The Superior Court withheld \$17,500 from our monthly revenue distribution until the amount was paid in full with collections March 2015.
- Intergovernmental revenue includes the Rincon Fire Services agreement, state mandated cost claims and various grants and is projected to increase by 3% to reach projected revenue of \$3 million. The main reason for this increase is due to a prior year true-up payment from Rincon Fire Services in the amount of about \$300,000 which will be offset by a decrease in grant revenue of about \$200,000.

- Charges for services are projected to decrease by about 7% to reach projected revenue of \$7.5 million. The majority of this decrease is from reimbursements from outside agencies for overtime worked by the Fire Department strike teams. In Fiscal Year 2014/15 we received additional reimbursement for strike team reimbursements of about \$400,000. We do not budget in advance for the receipts of these funds or their corresponding overtime expenditures.
- Income from interest and property is projected to increase by about \$250,000 to reach projected revenue of \$3.4 million. The majority of this increase is from the Westfield ground lease.

The proposed 2015/16 General Fund Operating Budget is \$90,347,490. This is an increase of approximately \$2.8 million from the Fiscal Year 2014/15 Operating Budget adopted on June 11, 2014. The following items contributed to this increase:

- Salary increases of \$900,000
- PERS increase of \$900,000
- Utilities increase of \$100,000
- General Liability Insurance increase in internal service charges of \$500,000
- Property Insurance increase in internal service charges of \$100,000
- Building Maintenance increase in internal service charges of \$300,000

The number of General Fund full-time positions has resulted in a total net decrease of two positions. However, certain departments have proposed to add a position(s) to their individual department: One Code Enforcement Officer II in the Code Enforcement department, one Engineer in the Engineering department and one Property and Evidence Technician and one Lieutenant in the Police Department.

**Other Funds:**

Major budget impacts for several other funds are summarized below.

**Vehicle Parking District:**

Parking permit revenue was eliminated as a source of revenue for this fund in prior years. Any increase in costs for items such as supplies, electricity and water results in an increase in the amount transferred in from the General Fund. The amount of this transfer has increased by \$5,000.

**Recreation:**

This fund has eliminated one full-time position and has decreased their operating budget by \$92,000.

However, there are certain increased costs that are beyond this funds control such as salary, benefit and internal service charge increases.

In addition, although fees have been increased, revenue projections have been decreased overall in order to reflect amounts that are more consistent with prior year actual revenue received.

Options will be provided to Council and Council direction will be requested on how best to move forward with this budget in order to keep the subsidy from the General Fund at a minimum.

**Reidy Creek Golf Course:**

The Reidy Creek Golf Course is currently operating at a projected deficit. The management company has changed their half time golf professional to full time and proposes an increase in marketing costs in an attempt to increase revenues. They also project an increase in the cost of chemicals and course supplies.

**CDBG:**

The CDBG grant award amount is projected to increase by 3% resulting in an approximately \$41,000 increase in funding going towards CDBG related capital projects. This fund also eliminated their temporary part-time costs.

**Landscape Maintenance District:**

The proposed bottom line of this operating budget has increased by \$31,000 primarily due to increased water costs.

**Successor Agency-Housing:**

This fund added one grant funded position. This position is funded by the CalHOME grant that was approved by Council in December 2014.

**HOME Program:**

The amount of the HOME grant award is projected to decrease by \$42,000 for Fiscal Year 2015/16 resulting in a \$38,000 decrease in professional services/contracts.

**Redevelopment Obligation Retirement Fund/Successor Agency-Redevelopment:**

Total uses of funds projections have increased by \$930,000. The majority of this increase is due to a \$676,000 increase in the amount due on the advance from the Housing fund and a \$225,000 increase in the amount due for the payment on the CalHFA loan.

The Successor Agency leases property at 480 North Spruce Street. Rental income of over \$56,000 is projected to be received as a result of this lease.

The net effect of these projections results in a \$415,000 increase in the amount transferred in from the Redevelopment Obligation Retirement fund/requested from the County in order to pay all enforceable obligations in a timely manner.

**Water:**

This budget is balanced without the use of reserves.

Water sales revenue projections have increased by \$2,000,000 and water service charge revenue is projected to be approximately \$700,000 more than Fiscal Year 2014-15.

The total operating budget has increased by approximately \$1,500,000. In addition to increased salary, benefit and internal service fund costs, this is primarily due to the following: A Control System Technician position is requested to be added to this fund to help manage the backlog of maintenance work due to aging systems and equipment, the projected cost of major maintenance has increased by \$205,000, the projected cost for new utility billing software of \$300,000 has been split between this fund and the Wastewater fund and capital outlay has increased by more than \$450,000 due to a requested hydro excavator.

**Wastewater:**

Service charge revenue is projected to be \$1,500,000 more than Fiscal Year 2014-15.

A Maintenance and Operations Coordinator position is requested to be added to this fund that will oversee all administrative support functions of Wastewater and Environmental Programs at the HARRF.

This budget is balanced using over \$6,800,000 in available fund balance.

**Building Maintenance:**

The total of this operating budget is projected to increase by approximately \$360,000. In addition to increased salary and benefit costs, this is primarily due to an increase in the projected cost of utilities of approximately \$220,000.

This fund does not have available fund balance to go towards balancing its budget and therefore, an increase in charges to other departments of \$375,000 is being proposed. Of this amount, \$300,000 represents an increase in building maintenance charges to the General Fund.

**Warehouse:**

This fund is requesting to use available fund balance for the purchase of \$70,000 racks and shelves in order to become OSHA compliant.

**Fleet:**

This fund is proposing a \$439,000 decrease to its operating budget primarily due to a \$200,000 decrease in the projected cost of gasoline and a decrease of \$365,000 for vehicle replacements.

This fund is proposing no increase in charges to the General Fund during Fiscal Year 2015/16.

In order to balance this budget, a \$632,000 use of available fund balance is being proposed. It is projected that this fund will exhaust its available fund balance by Fiscal Year 2017/18.

**Telecommunications:**

The \$105,000 increase to this operating budget is primarily due to the Division Coordinator position, which was in the Information Systems/Administration General Fund department, being moved to the Telecommunications Internal Service Fund and reclassified as a Telecommunications Specialist. In addition, the cost of internet services has increased by approximately \$23,000 in order to provide increased internet upload capability at the Police and Fire Headquarters that will support officer body

camera uploads, to support public wireless services and network access to the County Probation Division located at the Police and Fire Headquarters and for additional modems required to monitor the upgraded HVAC system that Building Maintenance uses.

Total charges to departments have increased by \$100,000, \$86,000 of which is related to the General Fund.

This budget is balanced using \$55,000 in available fund balance.

**Office Automation:**

The Office Automation budget has increased by approximately \$84,000. In addition to increased salary, benefit and internal service fund costs, this increase is primarily due to the cost of implementing Payment Card Industry (PCI) compliance services (\$18,000), downtown wireless maintenance costs (\$5,000) and a \$20,000 increase to the desktop/server replacement program.

Office Automation is proposing a \$59,000 increase in charges to departments. \$33,000 of this amount represents an increase in office automation charges to the General Fund.

This budget is balanced with the use of available fund balance in the amount of \$25,000.

**Workers' Compensation:**

This fund is projecting a \$542,000 increase to their maintenance and operations budget for excess and fraud insurance, professional service contracts (third party administrator) and medical services.

It is proposing a \$500,000 increase in charges to departments.

A \$1,000,000 use of available reserves is requested to be used to balance this budget.

The Workers' Compensation fund has budgeted for a significant use of available reserves to balance their operating budget the past several years. As a result, it will need to continue to increase charges to departments in future years.

**General Liability:**

General Liability insurance premiums are projected to increase by \$56,000.

A \$793,000 increase in charges to departments is proposed. \$500,000 of this amount represents an increase in charges to the General Fund.

This proposed budget is balanced without the use of reserves.

**Benefits Administration:**

The total budget of this fund has decreased by \$238,000. This is mostly due to a lower insurance rate premium increase than originally projected for Fiscal Year 2014-15 and lower costs with the loss of Anthem Blue Cross as an alternative health insurance provider.

This operating budget is balanced with a \$72,000 use of available fund balance.

**Property Insurance:**

The majority of this budgets \$78,000 increase is due an increase in SANDPIPA insurance premiums of \$76,000 as well as an increase in property values.

This fund proposes an increase in total charges to departments of \$214,000. Charges to General Fund departments have increased by \$100,000. This proposed increase in charges to departments results in a balanced budget with no use of available fund balance.

**Dental Insurance:**

Overall, this budget has increased by \$10,000 due to a projected insurance premium rate increase.

A \$75,000 use of available fund balance will be necessary to balance this budget.

Respectfully submitted,



Sheryl Bennett  
Director of Administrative Services



Joan Ryan  
Assistant Director of Finance

# CITY COUNCIL

For City Clerk's Use:

**APPROVED**       **DENIED**

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

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

**Agenda Item No.:** 20

**Date:** May 6, 2015

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

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

**SUBJECT:** Five-Year Capital Improvement Program and Fiscal Year 2015/16 CIP Budget Update

RECOMMENDATION:

It is requested that Council direct staff to move forward on preparing the Fiscal Year 2015/16 Five-Year Capital Improvement Program and Budget.

FISCAL ANALYSIS:

The Five-Year Capital Improvement Program (CIP) is a five-year planning tool which is developed and updated annually. Attached you will find the project budget requests which are summarized by funding source in three broad categories: general funds, street funds, and public utilities funds. Also attached is a detailed description of each project by project type for your review. Currently, the fiscal year 2015/16 CIP Budget utilizes around \$1.6 million for general projects, \$9.2 million for street projects, and \$27.8 million for public utilities projects. There are currently unfunded projects of \$3.6 million which include public safety equipment replacements and building maintenance projects.

PREVIOUS ACTION:

The preliminary Five-Year CIP and FY 2014/15 CIP Budget update was taken to council on May 7, 2014. Council approved the Five Year CIP and Budget for FY 2014/15 on June 18, 2014.

BACKGROUND:

The City of Escondido Five Year Capital Improvement Program will be presented in final on June 17, 2015.

Respectfully submitted,



Sheryl Bennett  
Director of Administrative Services



Joan Ryan  
Assistant Director of Finance

**FY 2015-16 PRELIMINARY CAPITAL PROJECT BUDGET REQUESTS EXECUTIVE SUMMARY BY FUNDING SOURCE**

List of Projects by Fund	Pg #	Proposed FY 2015/16	Forecast FYs2017/20
<b>GENERAL FUNDS</b>			
<b>GENERAL CAPITAL FUND</b>			
Projected Available Balance		95,350	39,475
Transfer from PEG Fee Deposit Acct		435,000	-
Americans with Disabilities Act (ADA)	pg 1	25,000	100,000
City Hall Repairs <b>NEW-funded portion</b>	pg 3	28,350	-
PEG Channel Facilities Upgrade (Trf from Deposit Acct)	pg 1	435,000	-
Fire Station Alerting System <b>NEW</b>	pg 2	42,000	126,000
<b>Total General Capital Funded Project Requests</b>		<b>530,350</b>	<b>226,000</b>
<b>General Capital Fund Remaining Balance</b>		<b>-</b>	<b>(186,525)</b>
<b>LIBRARY TRUST FUND</b>			
Projected Available Balance		301,350	247,820
Library Books Supplemental	pg 1	50,000	-
<b>Total Library Trust Fund Project Requests</b>		<b>50,000</b>	<b>-</b>
<b>Library Trust Fund Remaining Balance</b>		<b>251,350</b>	<b>247,820</b>
<b>PARK DEVELOPMENT FUND</b>			
Projected Available Balance		140,515	2,564,950
Grape Day Park Playground Equipment	pg 1	74,515	-
Grape Day Park Restrooms	pg 1	66,000	663,600
<b>Total Park Development Fund Project Requests</b>		<b>140,515</b>	<b>663,600</b>
<b>Park Development Fund Remaining Balance</b>		<b>-</b>	<b>1,901,350</b>
<b>PUBLIC ART FUND</b>			
Projected Available Balance		92,785	507,955
Niki de Saint Phalle Art	pg 2	56,655	-
Public Art Administration	pg 2	29,325	117,300
<b>Total Public Art Fund Project Requests</b>		<b>85,980</b>	<b>117,300</b>
<b>Public Art Fund Remaining Balance</b>		<b>6,805</b>	<b>390,655</b>
<b>PUBLIC FACILITIES FUND</b>			
Projected Available Balance		3,805,555	5,343,765
Automated Materials Handling System <b>NEW</b>	pg 1	300,000	-
Division Chief Vehicle <b>NEW</b>	pg 2	70,000	-
Library Books and Circulating Materials	pg 1	175,000	-
Public Works Yard Relocation	pg 4	41,030	672,135
Radio Frequency Identification <b>NEW</b>	pg 1	240,000	-
<b>Total Public Facilities Fund Project Requests</b>		<b>826,030</b>	<b>672,135</b>
<b>Public Facilities Fund Remaining Balance</b>		<b>2,979,525</b>	<b>4,671,630</b>
<b>STREET FUNDS</b>			
<b>GAS TAX FUND</b>			
Projected Available Balance		4,007,600	10,935,610
Pavement Maintenance	pg 5	1,870,000	3,083,640
Traffic Infrastructure	pg 5	32,600	431,970
Transfer to General Fund (Street Maintenance)	pg 5	2,055,000	8,220,000
Transportation and Community Safety Commission	pg 5	50,000	200,000



**FY 2015-16 PRELIMINARY CAPITAL PROJECT BUDGET REQUESTS EXECUTIVE SUMMARY BY FUNDING SOURCE**

List of Projects by Fund	Pg #	Proposed FY 2015/16	Forecast FYs2017/20
<b>Total Gas Tax Fund Project Requests</b>		<b>4,007,600</b>	<b>11,935,610</b>
<b>Gas Tax Fund Remaining Balance</b>		<b>-</b>	<b>(1,000,000)</b>
<b>STREET FUND</b>			
<b>Projected Available Balance</b>		<b>117,345</b>	<b>76,030</b>
Traffic Infrastructure	pg 5	117,345	76,030
<b>Total Street Fund Project Requests</b>		<b>117,345</b>	<b>76,030</b>
<b>Street Fund Remaining Balance</b>		<b>-</b>	<b>-</b>
<b>STORM DRAIN FUND</b>			
<b>Projected Available Balance</b>		<b>37,755</b>	<b>948,825</b>
E Valley Pkwy & Valley Center Rd	pg 4	35,855	158,900
FY 15 Fees Available for Developer Reimb in FY 16	pg 5	1,900	-
Luna Vista Drainage	pg 5	-	353,345
Master Drainage Facility Condition Assessment	pg 5	-	350,000
<b>Total Storm Drain Fund Project Requests</b>		<b>37,755</b>	<b>862,245</b>
<b>Storm Drain Fund Remaining Balance</b>		<b>-</b>	<b>86,580</b>
<b>TRAFFIC IMPACT FUND</b>			
<b>Projected Available Balance</b>		<b>158,505</b>	<b>2,884,600</b>
Citracado Pkwy Extension	pg 4	-	2,138,295
E Valley Pkwy & Valley Center Rd	pg 4	158,505	746,305
<b>Total Traffic Impact Fund Project Requests</b>		<b>158,505</b>	<b>2,884,600</b>
<b>Traffic Impact Fund Remaining Balance</b>		<b>-</b>	<b>-</b>
<b>TRANSNET FUND</b>			
<b>Projected Available Balance</b>		<b>4,907,565</b>	<b>16,106,000</b>
Active Transportation Matching Grant Funds	pg 4	50,000	-
Citracado Pkwy Extension *\$624,220 from existing project bdgt	pg 4	624,220	450,665
E Valley Pkwy & Valley Center Rd *\$634,225 from existing project bdgts	pg 4	1,242,320	-
Pavement Maintenance	pg 5	1,068,300	4,666,600
Pavement Rehabilitation	pg 5	1,922,725	10,888,735
Traffic Signals	pg 5	-	100,000
<b>Total Transnet Fund Project Requests</b>		<b>4,907,565</b>	<b>16,106,000</b>
<b>Transnet Fund Remaining Balance</b>		<b>-</b>	<b>-</b>
<b>PUBLIC UTILITIES FUNDS</b>			
<b>WASTEWATER FUND</b>			
Outfall Maintenance	pg 6	736,110	647,780
<b>Total City of San Diego Reimbursements</b>		<b>736,110</b>	<b>647,780</b>
Brine Line Broadway to HARRF <b>NEW</b>	pg 5	-	4,000,000
Recycled Water Easterly Agriculture Distribution	pg 6	-	3,300,000
Recycled Water Easterly Agriculture RO & PS	pg 6	-	23,000,000
Recycled Water Easterly Main Ph. 2 & Tank	pg 6	-	8,000,000
<b>Total SRF Loans</b>		<b>-</b>	<b>38,300,000</b>
Brine Line Broadway to HARRF <b>NEW</b>	pg 5	250,000	-
City Wide Storm Drain Maintenance <b>NEW</b>	pg 5	404,025	1,616,100
Digester Replacement <b>NEW</b>	pg 6	-	23,200,000
Eagle Scout Lake Maintenance	pg 6	100,000	400,000

**FY 2015-16 PRELIMINARY CAPITAL PROJECT BUDGET REQUESTS EXECUTIVE SUMMARY BY FUNDING SOURCE**

<b>List of Projects by Fund</b>	<b>Pg #</b>	<b>Proposed FY 2015/16</b>	<b>Forecast FYs2017/20</b>
Felicita Sewer ( <i>Previously Evaluation-West Side Lift Station</i> ) *\$1,900,000 from existing project bdgts	pg 6	2,500,000	-
Habitat Remediation ( <i>Previously Vector Habitat-Mission Pools</i> )	pg 6	1,451,165	-
HARRF Collections/Maintenance Shop and Warehouse	pg 6	750,000	-
Outfall Maintenance	pg 6	2,500,000	2,200,000
Permitted Channel Maintenance and Mitigation <b>NEW</b>	pg 6	-	3,600,000
Recycled Water Easterly Agriculture Distribution	pg 6	220,000	2,000,000
Recycled Water Easterly Agriculture RO & PS	pg 6	1,500,000	-
Recycled Water Easterly Main Extension	pg 6	2,500,000	-
Recycled Water Easterly Main Ph. 2 & Tank	pg 6	530,000	-
<b>Total Customer Fees</b>		<b>12,705,190</b>	<b>33,016,100</b>
<b>Total Wastewater Fund Project Requests</b>		<b>13,441,300</b>	<b>71,963,880</b>
<b>WATER FUND</b>			
Lake Wohlford Dam	pg 7	-	25,000,000
<b>Total SRF Loans</b>		-	<b>25,000,000</b>
Irrigation Controller Replacement <b>NEW</b>	pg 3	27,500	55,000
Lake Wohlford Dam	pg 7	6,000,000	-
Water Treatment Plant Major Maintenance	pg 7	395,125	438,900
Vista Verde Reservoir * from existing project bdgts	pg 7	8,000,000	-
<b>Total Customer Fees</b>		<b>14,422,625</b>	<b>493,900</b>
<b>Total Water Fund Project Requests</b>		<b>14,422,625</b>	<b>25,493,900</b>
<b>UNFUNDED CAPITAL PROJECTS</b>			
Additional Traffic Safety and Traffic Calming projects <b>NEW</b>	pg 4	36,000	-
Ball Field Fence Replacement <b>NEW</b>	pg 1	178,160	712,640
CCAЕ Repairs <b>NEW</b>	pg 3	400,000	685,000
City Hall Repairs <b>NEW-unfunded portion</b>	pg 3	21,650	140,000
Concrete Repair-Citywide <b>NEW</b>	pg 3	250,000	1,000,000
East Valley Community Center Exterior Painting <b>NEW</b>	pg 3	38,000	-
Fire Station 2 <b>NEW</b>	pg 3	50,000	-
Master Drainage Maintenance <b>NEW</b>	pg 3	170,000	680,000
Painting Oak Hill Activity Center <b>NEW</b>	pg 3	40,000	-
Park Playground Equipment Replacement <b>NEW</b>	pg 2	183,685	734,740
Police Range Training Facility	pg 2	950,000	1,600,000
Public Works Yard Improvements <b>NEW</b>	pg 4	100,000	-
Self Contained Breathing Apparatuses <b>NEW</b>	pg 2	923,730	-
Train Depot Re-Roof <b>NEW</b>	pg 4	175,000	-
Tree Maintenance <b>NEW</b>	pg 4	105,000	420,000
<b>Total Unfunded Project Requests</b>		<b>3,621,225</b>	<b>5,972,380</b>

**FY 2015-16 PRELIMINARY CAPITAL PROJECT BUDGET REQUESTS  
PROJECT DETAIL BY TYPE OF PROJECT**

<b>GENERAL CITY</b>					
<b>Americans with Disabilities Act (ADA)</b>	Title II of the ADA mandates access to public facility's programs, activities and services. To comply with this mandate, the City has developed a transition plan that outlines the changes necessary to meet access requirements at particular City facilities. In order to implement the changes identified in the transition plan, City staff and outside contractors work to upgrade major City facilities for full accessibility. Failure to provide accessibility can result in ADA complaints and expensive fines. This project also requires funding for miscellaneous ADA expenditures responding to employee and citizen ADA requests.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
General Capital	25,000	25,000	25,000	25,000	25,000
<b>PEG Channel Facilities Upgrade</b>	Under the Digital Video Infrastructure and Video Competition Act, Escondido collects fees from AT&T and Cox Communications to support the City's PEG channel. This project will use those fees to replace aging broadcast equipment.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Transfer from PEG fee Deposit Acct	435,000	-	-	-	-
<b>LIBRARY</b>					
<b>Automated Materials Handling System</b>	The Automated Materials Handling (AMH) System is designed to automate library check-in and sorting processes. The AMH uses self-return and real-time check-in. It utilizes Radio Frequency Identification (RFID) detection, multi-bin sorting with damage reduction technology. AMH improves material turn-around time, staff productivity, and decreases repetitive-motion injuries. The selected vendor will install the hardware and software, which includes an automated sorter, 7 bins, printer, two inductions, with Command Center software. Project completion is expected by August 2016.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Public Facility Fees	300,000	-	-	-	-
<b>Library Books and Circulating Materials</b>	Purchase books and circulating materials to meet the needs of residents of Escondido in accordance with General Plan Standards for the Library for Fiscal Year 2015-16.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Public Facility Fees	175,000	-	-	-	-
<b>Library Books Supplemental</b>	Funds donated by the Friends of the Escondido Library to the Escondido Public Library to supplement City funding for library books and other circulating materials.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Library Trust	50,000	-	-	-	-
<b>Radio Frequency Identification</b>	In Fiscal Year 2015/16 the Library will plan and implement the RFID project with the expected completion date by June 30, 2016. RFID is the latest comprehensive technology system used as a library theft detection method. It is also used as an inventory control and manages the check-out and check-in of library materials. RFID is a technology system using radio frequency tags in the materials, tag-reading devices and self-service stations with security gates at the Library's entrance/exit doors. This system is necessary to maintain the existing level of service as well as to accommodate anticipated future growth of services and materials provided by the Library				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Public Facility Fees	240,000	-	-	-	-
<b>PARKS AND RECREATION</b>					
<b>Ball Field Fence Replacement</b>	To replace existing damaged ball field perimeter and backstop fencing in the City Parks. There are 13 fields in Kit Carson Park, 3 fields in Mountain View Park, 3 fields in Jesmond Dene Park and 1 field in Washington Park in need of fencing replacement. If project is funded work will be completed contractually using a competitive bid for contract award.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	178,160	178,160	178,160	178,160	178,160
<b>Grape Day Park Playground Equipment</b>	This project installs new playground equipment at Grape Day Park in accordance with the recently adopted Master Plan. Design began in FY 14/15. Construction will commence in FY 15/16.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Park Development	74,515	-	-	-	-
<b>Grape Day Park Restrooms</b>	Replace and expand the existing Grape Day Park restrooms with a new facility, designed for family and individual use with appropriate safety measures. Design will commence in FY 15/16 with construction to begin in FY 16/17. The result of the project will be additional restroom stalls, increasing safe use of the Park and addressing a component of the Grape Day Park Master Plan.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Park Development	66,000	663,600	-	-	-

**FY 2015-16 PRELIMINARY CAPITAL PROJECT BUDGET REQUESTS  
PROJECT DETAIL BY TYPE OF PROJECT**

<b>Park Playground Equipment Replacement</b>	This is annual budget for the replacement of play ground equipment in the City Parks. The equipment scheduled for replacement consists of composite play structures, swings, slides, a wooden train, a balance beam, parallel bars and a spring rocker. Most of the equipment has exceeded the nominal 10 year life expectancy and is in constant need of repairs due to age and continued use. Finding replacement parts is problematic as much of the equipment is no longer manufactured. The oldest equipment installed between 1996 and 2000 will have the highest replacement priority.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	183,685	183,685	183,685	183,685	183,685
<b>PUBLIC ART</b>					
<b>Niki de Saint Phalle Art</b>	Ongoing refurbishment of Queen Califia's Magical Circle, including entry floor, sculptures and snake wall. Funding will come from funds set aside for the Escondido Creek Art project.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Public Art	56,655	-	-	-	-
<b>Public Art Administration</b>	Administrative costs of the Public Art Program, including a percentage of the salary and benefits of Associate Planner, Principal Planner, Director of Community Development and Administrative Coordinator.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Public Art	29,325	29,325	29,325	29,325	29,325
<b>PUBLIC SAFETY</b>					
<b>Division Chief Vehicle</b>	Due to an increase in population and call volume the need for an additional 40-hour Division Chief to manage the departments Training and Emergency Medical Services (EMS) programs became necessary. Therefore in FY 2014/15, the Escondido Fire Department presented and was approved by City Council to hire a 40-hour Division Chief. The Fire Department utilized departmental savings and savings from restructuring the Fire Prevention Bureau to fund the position but was unable to fund the vehicle. This position will be included in the duty rotation responding to fires and other serious hazards which require the need for an additional vehicle.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Public Facility Fees	70,000	-	-	-	-
<b>Fire Station Alerting System</b>	The Fire Department utilizes fire station alerting technology by automatically transmitting emergency alert data from our Computer Aided Dispatch (CAD) to multiple fire stations simultaneously in less than one second. Our current system has been in service for over 10 years. Because technology in this area is progressing so fast the current "brain" in the system is obsolete and is not being serviced by the manufacturer. Recently the alerting system "brain" for Fire Station #4 went down and repairs were unsuccessful requiring the "brain" to be completely replaced. Ensuring the alerting system is operational is essential to meeting the Mission of the Fire Department and providing service to our citizens. The plan is to replace all the remaining stations alerting system "brains" by FY 2019.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
General Capital	42,000	48,000	48,000	30,000	-
<b>Police Range Training Facility</b>	The Police Range Training Facility project began in 2008 with Phase I. Phase I is almost complete, but still needs items such as water, sewer, electric, asphalt, fencing and shade structures at an estimated cost of \$950,000. In order to make this training facility fully functional phase II and III funding will be requested in future years. Phase II is estimated to cost \$850,000 and would include a scenario warehouse, classroom and office structure, and a garage for range vehicles. Phase III is estimated to cost \$750,000 and would include a 360 degree live fire shoot house and a scenario village.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	950,000	850,000	750,000	-	-
<b>Self Contained Breathing Apparatuses</b>	SCBA's are a device worn by firefighters to provide breathable air during emergencies that pose respiratory hazards. By law, firefighters cannot enter environments which are Immediately Dangerous to Life and Health without wearing a SCBA. This critical personal protective equipment allows Escondido's Firefighters to enter burning buildings, battle vehicle fires and mitigate hazardous materials incidents. The National Fire Protection Association (NFPA) 1981 standard on open circuit SCBA for emergency services sets the national standard for the design, purchase and maintenance of SCBA's. Significant enhancements have been made to SCBA's in the area of firefighter safety that our current SCBA's do not have. The Escondido Fire Department purchased our current SCBA's in 1999 and now are three NFPA standards past compliant. Once SCBA's are more than two NFPA standards past compliant the vendors are forced to stop manufacturing and providing parts. Currently our SCBA vendor SCOTT is struggling to provide replacement parts to maintain our current equipment as repairs are needed. In as little as two years it will become impossible to maintain our current SCBA's. This funding will replace 70 SCABAs.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	923,730	-	-	-	-

**FY 2015-16 PRELIMINARY CAPITAL PROJECT BUDGET REQUESTS  
PROJECT DETAIL BY TYPE OF PROJECT**

<b>PUBLIC WORKS</b>					
<b>CCAEC Repairs</b>	(1.) Continued exterior painting of all the buildings at the CCAE until it is completed. (2.) Replace the audience carpet in the Concert Hall. The carpet is 20 years old. There are areas where it is frayed beyond repair and taped down. (3.) Refurbish the Conference Center Air walls. (4.) Replace the audience carpet in the Center Theater. The carpet is 20 years old. There are areas where it is frayed beyond repair and taped down. (5.) Replace Conference Center carpet. (6.) Rebuild stucco wall behind the Museum.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	400,000	380,000	305,000	-	-
<b>City Hall Repairs</b>	(1.) The ceiling light ballasts and controls are obsolete and failing. The recommended retrofit would be LED. This would reduce energy costs and require less maintenance. (2.) The upholstery on the auditorium chairs in the Council Chamber is 27 years old. It is threadbare in places and needs to be replaced. (3.) The two towers adjacent to the curved driveway between Broadway and Valley Parkway have fiberglass areas that are deteriorating and need to be repaired and painted.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Portion General Capital/ <i>Remainder Unfunded</i>	50,000	65,000	75,000	-	-
<b>Concrete Repair - Citywide</b>	There are approximately 1100 locations City Wide wherein repairs are needed to remove and replace damaged sidewalks (approximately 120,000 square feet), damaged curb and gutters (approximately 2,700 linear feet) and damaged driveway approaches (approximately 7,360 square feet). The Concrete Crew consists of 4-5 staff members and are capable of repairing approximately 30-40 locations annually. The frequency of new locations reported far exceeds the staff capacity for completing the needed repairs. Last year staff completed 17,900 sf concrete flatwork repairs and 1,700 lf of curb and gutter repairs. An annual concrete repair contract is needed to assist with this maintenance need. A CIP budget including \$250,000 per year for a concrete repair contract would have a significant impact on the maintenance project backlog.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	250,000	250,000	250,000	250,000	250,000
<b>EVCC Exterior Painting</b>	This project would cover the front wooden exterior area of the Center. The Heritage Digital Academy recently painted their portion of the building and the EVCC looks very poor in comparison.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	38,000	-	-	-	-
<b>Fire Station 2</b>	Replace flat roof and repair any damaged areas.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	50,000	-	-	-	-
<b>Irrigation Controller Replacement</b>	The existing irrigation controllers located on City maintained property are aged, in need of upgrades and outdated in their design function. The intention is to replace the existing controllers with "Smart Controllers" capable of being programmed in a water wise manner resulting in significant water savings. There are approximately 300 controllers currently in this inventory. The 3 year project to replace existing controllers will provide staff with the ability to fine tune irrigation systems' functions to match the weather conditions without having to manually turn off controllers during rain events and reprogram them after such events, saving considerable staff time and water. In addition there may be rebates available to offset a portion of the cost of retrofitting the existing controllers. Rebates were not calculated in the cost because they cannot be determined at this time as they change from year to year.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Water	27,500	27,500	27,500	-	-
<b>Major Drainage Maintenance</b>	This project provides funding for major drainage structure re-construction. The estimated cost of the highest priority drainage re-construction work is currently \$850,000. This includes replacement of failing drainage ditches and channels. The two highest priority projects are replacement of failing sections of the Indian Creek channel walls and reconstruction of failing ditches at Kit Carson Park. The estimated cost for these high priority projects has been programmed over the five years.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	170,000	170,000	170,000	170,000	170,000
<b>Painting Oak Hill Activity Center</b>	The Oak Hill Activity Center was built in 2001 and has never been painted. Both the interior and exterior need painting along with some wood repair.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	40,000	-	-	-	-

**FY 2015-16 PRELIMINARY CAPITAL PROJECT BUDGET REQUESTS  
PROJECT DETAIL BY TYPE OF PROJECT**

<b>Public Works Yard Improvements</b>	The purpose of this project is to complete needed maintenance and improvements to the buildings in the Public Works Maintenance Yard. The projects would include rest room remodels in the Building Maintenance and Public Works Administration offices, replacement of chairs in the Charger Building Training Room, roof repairs and seal coating the roof of the Charger Building to eliminate leaks and replacement of the white boards in the Charger Training Room.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	100,000	-	-	-	-
<b>Public Works Yard Relocation</b>	This project supports the future relocation of the Public Works Yard. The new facility will be sized to meet current and future maintenance demands of the City. Project components will include site selection, acquisition, environmental documentation, and design for the future site. This project implements a component of the Comprehensive Economic Development Strategy (CEDs) that identifies the current yard site as a high priority area targeted for redevelopment.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Public Facility Fees	41,030	173,897	170,966	166,082	161,197
<b>Train Depot Re-Roof</b>	Repair damaged wood and replace the existing roof on the train depot located in Grape Day Park. This will help preserve the building to prevent further water damage				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	175,000	-	-	-	-
<b>Tree Maintenance</b>	With the recent completion of the Urban Forest Inventory the need for tree maintenance far exceeds the capability of the existing Tree Crews. The City has over 49,000 trees to maintain. At present there are over 360 trees needing immediate removal, 33,115 trees need pruning and other maintenance, there are 3,124 trees to be planted where trees have been previously been removed and 268 stumps to be ground. An annual tree maintenance contract would significantly improve the health of the City's Urban Forest and assist the Tree Crew in meeting the annual maintenance needs.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	105,000	105,000	105,000	105,000	105,000
<b>STREETS</b>					
<b>Active Transportation Grant Matching Funds</b>	These funds will be used as a match for Active Transportation Grant projects, including the Juniper and Citrus Safe Routes to School projects. Providing a match makes these projects more competitive for grant funding.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Transnet	50,000	-	-	-	-
<b>Additional Traffic Safety and Traffic Calming Projects</b>	The Transportation and Community Safety Commission (TCSC) selected five traffic safety and traffic calming projects with their available budget of \$50,000. This project would fund the two remaining traffic safety and traffic calming projects that were not selected by the TCSC for funding. The two projects are traffic calming on Gamble St. between Lincoln and El Norte Parkway, and re-striping N. Broadway to provide a queuing lane for school drop off and pick up at Reidy Creek Elementary.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
<i>Unfunded</i>	36,000	-	-	-	-
<b>Citracado Pkwy Extension</b>	Extend Citracado Parkway from Harmony Grove Village Road to S. Andreasen Drive, including new street, curb, gutter, sidewalk, median, landscape improvements, and a new bridge over the Escondido Creek. The existing portion of Citracado Parkway between E. Valley Parkway and Avenida del Diablo will include new median, landscaping and sound walls. New traffic signals will be installed. Start of construction is dependent upon securing full funding for the project. This project supports development/access to the Escondido Research and Technology Center (ERTC), a high priority economic development project in the CEDs.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Traffic Impact	-	-	733,730	712,765	691,800
Transnet	624,220	-	13,445	131,885	305,335
<b>Total</b>	<b>624,220</b>	<b>-</b>	<b>747,175</b>	<b>844,650</b>	<b>997,135</b>
<b>E Valley Pkwy &amp; Valley Center Rd</b>	Widen East Valley Parkway and Valley Center Road between Beven Drive and Lake Wohlford Road. This work includes new and modified traffic signals, new curb, gutter, sidewalk and landscaping improvements to match adjacent improvements installed south of Beven Drive. The project will also include a bridge widening over the Escondido Creek to accommodate the new wider roadway. This project has an estimated construction start in Summer 2015, and completion December 2017.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Storm Drain	35,855	158,900	-	-	-
Traffic Impact	158,505	746,305	-	-	-
Transnet	1,242,320	-	-	-	-
<b>Total</b>	<b>1,436,680</b>	<b>905,205</b>	<b>-</b>	<b>-</b>	<b>-</b>

**FY 2015-16 PRELIMINARY CAPITAL PROJECT BUDGET REQUESTS  
PROJECT DETAIL BY TYPE OF PROJECT**

<b>FY 15 Developer Fees Available for Reimb in FY 16</b>	10% of annual Storm Drain Basin Fees to be used for reimbursements for eligible improvements constructed by developers who submit a request.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Storm Drain	1,900	-	-	-	-
<b>Luna Vista Drainage</b>	This project will construct new storm drain facilities on Chestnut Street near Luna Vista Drive to address storm water runoff that affects the area.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Storm Drain	-	-	-	125,795	227,550
<b>Master Drainage Facility Condition Assessment</b>	This project assesses the condition of existing storm drain facilities for use in planning/prioritizing of future projects.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Storm Drain	-	-	241,345	108,655	-
<b>Pavement Maintenance</b>	Annual maintenance of City Streets as identified by the Pavement Management Program.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Gas Tax	1,870,000	803,975	787,445	759,885	732,335
Transnet	1,068,300	1,120,500	1,173,765	1,182,035	1,190,300
Total	2,938,300	1,924,475	1,961,210	1,941,920	1,922,635
<b>Pavement Rehabilitation</b>	Annual program where City streets are rehabilitated or reconstructed as identified by the Pavement Management Program. The total funding for pavement rehabilitation and maintenance averages \$4.7 million per year per council direction.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Transnet	1,922,725	2,614,500	2,738,790	2,758,080	2,777,365
<b>Traffic Infrastructure</b>	This project includes installation of signage, striping and other traffic related infrastructure Citywide.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Gas Tax	32,600	107,330	107,660	108,215	108,765
Street Fund	117,345	19,670	19,340	18,785	18,235
Total	149,945	127,000	127,000	127,000	127,000
<b>Traffic Signals</b>	This project constructs or modifies traffic signals Citywide, based on the traffic signal priority list. No funding was allocated in FY16 and FY17 due to the grant funding that was secured for signal construction to build two priority signals.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Transnet	-	-	-	50,000	50,000
<b>Transfer to General Fund</b>	Transfer to General Fund - Street Maintenance Department				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Gas Tax	2,055,000	2,055,000	2,055,000	2,055,000	2,055,000
<b>Transportation and Community Safety Commission</b>	This is an annual budget designated for the Transportation and Community Safety Commission to select traffic safety and traffic calming projects.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Gas Tax	50,000	50,000	50,000	50,000	50,000
<b>WASTEWATER UTILITIES</b>					
<b>Brine Line Broadway to HARRF</b>	Construction of brine pipeline return from Broadway to the HARRF.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Wastewater	250,000	-	-	-	-
SRF Loan	-	4,000,000	-	-	-
Total	250,000	4,000,000	-	-	-
<b>Citywide Storm Drain Maintenance</b>	The City is required to conduct annual inspections and maintenance of its storm drain system. To date this has been done under Stormwater Operations and Maintenance. This activity has been transferred to a CIP for consistency with the Channel Maintenance Project and to facilitate tracking and documentation.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Wastewater	404,025	404,025	404,025	404,025	404,025
<b>Digester Replacement</b>	Replacement of existing digester built in the 1970's, the condition of which is deteriorating due to age and the environment that it is subjected to. The replacement will have an improved operational efficiency.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Wastewater	-	1,200,000	22,000,000	-	-

**FY 2015-16 PRELIMINARY CAPITAL PROJECT BUDGET REQUESTS  
PROJECT DETAIL BY TYPE OF PROJECT**

<b>Eagle Scout Lake Maintenance</b>	The purpose of the project is to ensure that the Eagle Scout Lake is maintained regularly so that it can continue to provide value as an amenity and function as a sediment detention basin. Dredging the lake can cost several hundred thousand dollars, not including permitting costs. The Lake was maintained in early 2014 and funds will be allocated to this project over this and subsequent years to ensure that the resources are available for maintenance when needed. It is not known when future maintenance is required, however for the purposes of this project it is estimated that maintenance will be required at five years. The need for maintenance will be established by periodic visual observation of the lake.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Wastewater	100,000	100,000	100,000	100,000	100,000
<b>Felicita Sewer (previously Evaluation-West Side Lift Station)</b>	Evaluate the potential consolidation of Lift Stations 6, 8, 9, and 11 into a single lift station. Work to be performed by an outside consulting firm.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Wastewater	2,500,000	-	-	-	-
<b>Habitat Remediation-Spruce St. (previously Vector Habitat-Mission Pools)</b>	The Spruce Street (a.k.a Mission Pools) stormwater conveyance channel has suffered from delayed maintenance. Grading variances and sediment deposits within the channel have created drainage problems. Standing water in the channel functions as habitat for breeding mosquitoes. To reduce these vector and drainage concerns, the City plans to redesign the channel (within existing constraints) in a manner that improves drainage and reduces mosquito breeding habitat.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Wastewater	1,451,165	-	-	-	-
<b>HARRF Collections/Maintenance Shop and Warehouse</b>	Design and construction of wastewater collections and HARRF maintenance shop and warehouse.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Wastewater	750,000	-	-	-	-
<b>Outfall Maintenance</b>	Inspections and repairs as needed to Escondido Land Outfall Line. Ongoing as needed. City has been contacted by Caltrans to participate in lining a portion of the outfall west of I-5 on Manchester in conjunction with the I-5 improvements. Caltrans will be responsible for lining the portion within their construction limits.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Wastewater	2,500,000	2,000,000	200,000	-	-
City of SD Reimbursements	736,110	588,890	58,890	-	-
<b>Total</b>	<b>3,236,110</b>	<b>2,588,890</b>	<b>258,890</b>	<b>-</b>	<b>-</b>
<b>Permitted Channel Maintenance and Mitigation</b>	Drainage channel maintenance in the City has been on hold as permits have been sought from Resource Agencies. When permits are issued (likely during FY15-16) there is likely to be a backlog of urgent maintenance and a mitigation plan that will require implementation. In addition, special conditions (such as the use of a biological monitor) will be required at some locations when they are first maintained.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Wastewater	-	900,000	900,000	900,000	900,000
<b>Recycled Water Easterly Agriculture Distribution</b>	Design and construction of the recycled water distribution system for agricultural users.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
SRF Loan	-	3,300,000	-	-	-
Wastewater	220,000	-	2,000,000	-	-
<b>Total</b>	<b>220,000</b>	<b>3,300,000</b>	<b>2,000,000</b>	<b>-</b>	<b>-</b>
<b>Recycled Water Easterly Agriculture RO &amp; PS</b>	Construction of a Reverse Osmosis facility to improve recycled water quality for agricultural uses.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
SRF Loan	-	23,000,000	-	-	-
Wastewater	1,500,000	-	-	-	-
<b>Total</b>	<b>1,500,000</b>	<b>23,000,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Recycled Water Easterly Main Extension</b>	Extend the existing recycled water pipeline east from Grape Day Park to the agricultural area of Cloverdale and Mountain View.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Wastewater	2,500,000	-	-	-	-
<b>Recycled Water Easterly Main Ph. 2 &amp; Tank</b>	Construct recycled water storage tank and booster pump station to service the agricultural area of Cloverdale and Mountain View from the easterly recycled water extension.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
SRF Loan	-	8,000,000	-	-	-
Wastewater	530,000	-	-	-	-
<b>Total</b>	<b>530,000</b>	<b>8,000,000</b>	<b>-</b>	<b>-</b>	<b>-</b>



**FY 2015-16 PRELIMINARY CAPITAL PROJECT BUDGET REQUESTS  
PROJECT DETAIL BY TYPE OF PROJECT**

<b>WATER UTILITIES</b>					
<b>Lake Wohlford Dam</b>	Construct a new dam downstream of the existing Lake Wohlford Dam which has been identified as unstable during a seismic event. The new dam will restore the lake to full capacity.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
SRF Loan	-	25,000,000	-	-	-
Water	6,000,000	-	-	-	-
<b>Total</b>	<b>6,000,000</b>	<b>25,000,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Vista Verde Reservoir</b>	Replace the existing 0.75MG steel reservoir constructed in 1979 with two 1MG pre-stressed concrete reservoirs. Construct temporary bolted steel tank to be removed when concrete reservoirs are operational.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Water	8,000,000	-	-	-	-
<b>Water Treatment Plant Major Maintenance</b>	Major maintenance activity and equipment procurement at the Escondido-Vista Water Treatment Plant. The WTP Flow Meter is expected to be replaced in FY16.				
<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>	<b>FY 2017/18</b>	<b>FY 2018/19</b>	<b>FY 2019/20</b>
Water	395,125	438,900	-	-	-



**FUTURE CITY COUNCIL AGENDA ITEMS**  
**April 30, 2015**

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

**May 13, 2015**  
**4:30 p.m. Town Hall Meeting**

**May 20, 2015**  
**4:30 p.m.**

<b>PROCLAMATIONS</b>
<b>National Public Works Week – May 17-23, 2015</b>
<b>Building Safety Month</b>
<b>PRESENTATION</b>
<b>2015 San Diego County Fair</b>
<b>CONSENT CALENDAR</b>
<p><b>Sale of 700 West Grand Avenue to Integral Communities, Inc.</b> (D. Lundy)</p> <p><i>Integral Communities, Inc. has submitted an offer to purchase the subject property for the development of a mixed use project. The City's appraisal validated the offer and the parties would now like to open escrow, which escrow shall be conditioned upon a development contract between the parties. The terms of the development contact are in progress and staff will return to Council for approval of same, once it is completed. Opening escrow will allow the Developer to commence due diligence and entitlement efforts for the project.</i></p>
<p><b>Approve a Professional Services Agreement with Colliers International, Inc. for the Exclusive Listing of 901 West Washington Avenue</b> (D. Lundy)</p> <p><i>Colliers International, Inc. will provide professional real estate brokerage services, in accordance with City Council's direction to sell or develop 901 West Washington Avenue.</i></p>
<p><b>Adopt Resolution No. 2015-48 Amending the City's Schedule of Stop Signs to Add Two (2) New Stop Signs on Thirteenth Avenue at Broadway</b> (E. Domingue)</p> <p><i>Two (2) new stop signs are recommended to be installed on Thirteenth Avenue at the intersection with Broadway to provide for "All Way Stop Control" at this intersection. This item will be considered by the Transportation and Community Safety Commission on April 9, 2015.</i></p>
<p><b>YGRENE Property Assessed Clean Energy Program</b> (J. Masterson)</p> <p><i>The YGRENE PACE program provides incentives to property owners to make energy and water upgrades to their buildings.</i></p>

**May 20, 2015**  
**Continued**

**CONSENT CALENDAR Continued**

**Relocation Plan for Cypress Cove**

(B. Redlitz)

*The City has allocated \$1 million HOME funds towards the purchase and rehabilitation of Cypress Cove Apartments at 260 N. Midway, Escondido, 92027. No permanent relocation is anticipated. Planning for temporary relocation needs of the current residents is required by state and federal law.*

**PUBLIC HEARINGS**

**CURRENT BUSINESS**

**Resolution to Award a Contract for a Hydraulic Study of Escondido Creeks**

(C. McKinney)

*The City is required to develop a stream rehabilitation/habitat restoration program to comply with its municipal stormwater permit (R9-2013-0001). This study will be used to identify optimal areas for these types of projects and to specifically study areas where there has been public interest. These findings will help identify projects that can be incorporated into a future alternative compliance program.*

**Future Agenda Items (D. Halverson)**



## ❖ City Manager's Update

- No materials available at this time