



Council Meeting Agenda

JANUARY 25, 2017
CITY COUNCIL CHAMBERS
3:30 P.M. Closed Session; 4:30 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

| | |
|-----------------------------------|---|
| MAYOR | Sam Abed |
| DEPUTY MAYOR | John Masson |
| COUNCIL MEMBERS | Olga Diaz Ed Gallo Michael Morasco |
| CITY MANAGER | Graham Mitchell |
| CITY CLERK | Diane Halverson |
| CITY ATTORNEY | Jeffrey Epp |
| DIRECTOR OF COMMUNITY DEVELOPMENT | Bill Martin |
| DIRECTOR OF ENGINEERING SERVICES | Julie Procopio |

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

**January 25, 2017
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 and Graham Mitchell
Employee Organization: Escondido Police Officers' Association
- II. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**

| | |
|-------------------|--|
| Case Name: | <u>Nicolas Dapice v. City of Escondido</u> |
| Case No: | WCAB Case No. ADJ6914844 |

ADJOURNMENT



Council Meeting Agenda

**January 25, 2017
4:30 P.M. Meeting**

**Escondido City Council
and as Successor Agency to the CDC**

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

PRESENTATIONS: January Officer of the Month - Retired Lieutenant Al Owens

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: None Scheduled**

4. **UNCLASSIFIED SERVICE SCHEDULE AND SALARY PLANS -**

Request the City Council approve amending the Unclassified Management Salary Bands, the Unclassified Clerical/Technical Salary Plans, the Unclassified Service Schedule List, and the Part-Time Hourly Compensation Plan.

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

A) RESOLUTION NO. 2017-02 B) RESOLUTION NO. 2017-03

C) RESOLUTION NO. 2017-04 D) RESOLUTION NO. 2017-05

5. **APPROVAL OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018 -**

Request the City Council approve the Recognized Obligation Payment Schedule (ROPS 17-18) so that the Successor Agency may continue to make payments due for enforceable obligations.

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

RESOLUTION NO. 2017-13

6. **BID AWARD FOR THE WATER TREATMENT PLANT METAL STORAGE BUILDING PROJECT -**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with Cairo Construction Company, the lowest responsive and responsible bidder, in the amount of \$365,200 for construction of the Water Treatment Plant Metal Storage Building Project.

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

RESOLUTION NO. 2017-06

7. **THIRD AMENDMENT TO CONSULTING AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES AND BUDGET ADJUSTMENT FOR THE CEMETERY AREA WATER PIPELINE REPLACEMENT PROJECT -**

Request the City Council approve authorizing a Third Amendment to the Consulting Agreement with Michael Baker International, in an amount not to exceed \$97,680, resulting in a new contract amount of \$672,006; and approve a budget adjustment in the amount of \$140,000.

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

RESOLUTION NO. 2017-11

8. **CONTRACT AMENDMENT FOR THE CHEMICAL BID AWARD WITH POLYDYNE, INC. -**
Request the City Council approve authorizing an increase of \$150,000 to the chemical bid award with Polydyne, Inc for the purchase of flocculent and coagulant chemicals. These chemicals are used at the Hale Avenue Resource Recovery Facility (HARRF) to aid the solids removal process.

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

RESOLUTION NO. 2017-12

9. **GLOBAL AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND VISTA IRRIGATION DISTRICT -**

Request the City Council approve authorizing the Mayor and the City Clerk to execute the Global Agreement between the City of Escondido and the Vista Irrigation District.

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney and City Attorney's Office: Jeffrey Epp)**

RESOLUTION NO. 2017-20

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.)

10. **TWO ALTERNATIVE MASTER AND PRECISE DEVELOPMENT PLANS AND ZONE CHANGE FOR A PROPOSED INDUSTRIAL DEVELOPMENT AT 1925 HARMONY GROVE ROAD (PHG 16-0012 AND ENV 16-0008) -**

Approved on January 11, 2017 with a vote of 4/0/1 (Masson abstained)

ORDINANCE NO. 2017-02 (Second Reading and Adoption)

PUBLIC HEARINGS

11. **BUSINESS ENHANCEMENT ZONE PROJECT CONSISTING OF AN ECONOMIC INCENTIVE AGREEMENT FOR THE LA TERRAZA SPRINGHILL SUITES BY MARRIOTT HOTEL -**

Request the City Council approve authorizing execution of an Economic Incentive Agreement for the La Terraza Springhill Suites by Marriott Hotel (Case No. 2007-18-PD).

Staff Recommendation: **Approval (City Manager's Office: Graham Mitchell and City Attorney's Office: Jeffrey Epp)**

RESOLUTION NO. 2017-10

CURRENT BUSINESS

12. [APPOINTMENTS TO THE BUILDING ADVISORY AND APPEALS BOARD, PLANNING COMMISSION, AND PUBLIC ART COMMISSION -](#)

Request the City Council ratify the Mayor's appointment to (1) fill a regular vacancy on the Building Advisory and Appeals Board, term to expire March 31, 2018; (2) fill an unscheduled vacancy on the Planning Commission, term to expire March 31, 2018; and (3) fill two unscheduled vacancies on the Public Art Commission, terms to expire March 31, 2018.

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

13. [SKATE PARK REPORT AND RECOMMENDATION -](#)

Request the City Council provide input and direction regarding the potential development of a skate spot in Washington Park and major capital upgrades to the skate park in Kit Carson Park.

Staff Recommendation: **Provide Direction (Community Services Department: Loretta McKinney)**

FUTURE AGENDA

14. [FUTURE AGENDA -](#)

The purpose of this item is to identify issues presently known to staff or which members of the City 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

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

| Date | Day | Time | Meeting Type | Location |
|-------------|------------|----------------|--------------------------|------------------|
| February 1 | Wednesday | 3:30 & 4:30 PM | Regular Meeting | Council Chambers |
| February 8 | - | - | No Meeting | - |
| February 15 | Wednesday | 12:30 PM | City Council Action Plan | Mitchell Room |
| February 22 | Wednesday | 8:00 AM | State of the City | CCAЕ |

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, 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 COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: January 25, 2017

TO: Honorable Mayor and Members of the City Council
FROM: Sheryl Bennett, Director of Administrative Services
SUBJECT: Unclassified Service Schedule and Salary Plans

RECOMMENDATION:

It is requested that the City Council adopt four Resolutions pertaining to Unclassified Employees:

1. Resolution No. 2017-02: Amending the Unclassified Management Salary Bands
2. Resolution No. 2017-03: Amending the Unclassified Clerical/Technical Salary Plans
3. Resolution No. 2017-04: Amending the Unclassified Service Schedule List
4. Resolution No. 2017-05: Amending the Part-Time Hourly Compensation Plan

FISCAL ANALYSIS:

None

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

None

PREVIOUS ACTION:

In September 2016 the City Council approved and adopted two Resolutions: Nos. 2016-126 and 2016-128, which amended and re-established the Unclassified Service Schedule List and the Management Salary Bands. The City Council also previously adopted Resolution No. 2016-16 and Resolution No. 2016-17, which amended and re-established the Unclassified Clerical/Technical Salary Plans and the Part-Time Hourly Compensation Plan.

BACKGROUND:

The City is required to maintain a list of all unclassified position titles. Periodically, the Unclassified Service Schedule List must be updated by adopting a City Council Resolution. Resolution No. 2017-04 amends the list of all unclassified classifications.

Resolution No. 2017-02 has the Unclassified Management classifications bolded that have changed salary grades, are newly budgeted positions or positions with title changes, which have been added or changed in the classification plan since September 2016.

Resolution No. 2017-03 has the Unclassified Clerical/Technical Salary Plans bolded that have changed salary grades, are newly budgeted positions or positions with title changes, which have been added or changed in the classification plan since February 2016.

Resolution No. 2017-05 has been updated to reflect salary plan changes for Part-Time Hourly positions due to the minimum wage increase in January 2017.

Red-lined versions of the previously approved Resolutions showing the recommended changes, including any salary amendments, are attached as Attachments "1," "2," "3," and "4" for your review.

Respectfully submitted,



Sheryl Bennett
Director of Administrative Services



Matilda Hlawek
Assistant Director of Human Resources

RESOLUTION NO. ~~2016-128~~2017-04

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING AND REESTABLISHING THE
UNCLASSIFIED SERVICE SCHEDULE OF
THE CITY

WHEREAS, Section 19-9 of the Escondido Municipal Code provides that positions in the unclassified service shall be established by resolution of the City Council; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend said Unclassified Service 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 Unclassified Service Schedule on file in the Office of the City Clerk is hereby amended and re-established as set forth on Exhibit "A," which is attached and incorporated by this reference.

~~That the Unclassified Service Schedule on file in the Office of the City Clerk is hereby amended and re-established as set forth on Exhibit "A."~~

3. That this resolution supercedes Resolution No. 2016-~~24~~128.

UNCLASSIFIED POSITIONS – ~~JULY 2016~~JANUARY 2017

1. Accountant I/II
2. Accounting Assistant I/II
3. Administrative Coordinator
- ~~4.~~ Applications Development Manager
- ~~4-5.~~ **Asset Program Coordinator**
- ~~5.~~ Asset Program Manager
6. Assistant Canal Superintendent
7. Assistant City Attorney
8. Assistant City Attorney/Litigation
9. Assistant City Clerk
10. Assistant City Engineer
11. Assistant City Manager
12. Assistant Director of Community Services
13. Assistant Director of Finance
14. Assistant Director of Human Resources
15. Assistant Director of Planning
16. Assistant Director of Public Works/Engineering
17. Assistant Environmental Programs Specialist
18. Building Maintenance Superintendent
19. Building Official
20. Budget Manager
21. Canal Assistant I/II
22. Canal Superintendent
23. Chief of Police

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24. City Clerk

25. Code Enforcement Manager

26. Collections Officer

27. Communications Officer

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~~27-28.~~ Community Services Manager

~~28-29.~~ Control Systems Analyst

~~29-30.~~ Crime Analyst

~~30-31.~~ Department Aide

~~31-32.~~ Department Assistant

~~32-33.~~ Deputy Building Official

~~33-34.~~ Deputy City Attorney

~~34-35.~~ Deputy City Clerk

~~35-36.~~ Deputy City Librarian

~~36-37.~~ Deputy Director of Planning

~~37-38.~~ Deputy Director of Public Works/Maintenance

~~38-39.~~ Deputy Director of Public Works/Operations

~~39-40.~~ Deputy Director of Utilities/Construction & Engineering

~~40-41.~~ Deputy Director of Utilities/Wastewater

~~41-42.~~ Deputy Director of Utilities/Water

~~42-43.~~ Deputy Fire Chief

~~43-44.~~ Design & Construction Project Manager

~~44-45.~~ Director of Administrative Services

~~45-46.~~ Director of Community Development

~~46-47.~~ Director of Economic Development & Community Relations **Director of Engineering Services/City Engineer**

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~~47-48.~~ Director of Information Systems

~~48-49.~~ Director of Library & Community Services

~~49-50.~~ Director of Public Works

~~50-51.~~ Director of Utilities

~~51-52.~~ Division Coordinator

53. Economic Development Manager

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~~52-54.~~ Emergency/Disaster Preparedness Manager

~~53-55.~~ Emergency Medical Services Program Coordinator

~~54-56.~~ Environmental Programs Manager

~~55-57.~~ Environmental Programs Manager/Utilities

~~56-58.~~ Environmental Programs Specialist

59. Executive Assistant to the Chief of Police

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~~57-60.~~ Executive Assistant to the City Attorney

~~58-61.~~ Executive Assistant to the City Manager

~~59-62.~~ Executive Office Coordinator

~~60-63.~~ Executive Office Specialist

~~61-64.~~ Facilities Associate

~~62-65.~~ Finance Manager

~~63-66.~~ Fire Administrative Services Manager

~~64-67.~~ Fire Battalion Chief

~~65-68.~~ Fire Chief

~~66-69.~~ Fire Division Chief

~~67-70.~~ Fire Marshal

~~68-71.~~ Fleet Maintenance Superintendent

~~69-72.~~ Forensic Technician

~~70-73.~~ Geographic Information Systems Analyst

~~71-74.~~ Geographic Information Systems Manager

~~72-75.~~ Housing & Neighborhood Services Manager

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- [73-76. Human Resources Analyst I/II](#)
- [74-77. Human Resources Coordinator](#)
- [75-78. Human Resources Technician I/II](#)
- [76-79. Investment Officer I/II](#)
- [77-80. Laboratory Superintendent](#)
- [78-81. Lakes & Open Space Superintendent](#)
- [79-82. Legal Assistant](#)
- [80-83. Legal Secretary](#)
- [81-84. Maintenance & Operations Coordinator](#)
- [82-85. Management Analyst I/II](#)
- [83-86. Neighborhood Services Manager](#)
- [84-87. Network Administrator](#)
- [85-88. Network Manager](#)
- [86-89. Network Systems Engineer](#)
- [87-90. Network Systems Technician I/II/III](#)
- [88-91. Payroll Analyst](#)
- [89-92. Payroll Technician I/II](#)
- [90-93. Police Business Manager](#)
- [91-94. Police Captain](#)
- [92-95. Police Lieutenant](#)
- [93-96. Police Projects Specialist](#)
- [94-97. Police Records Manager](#)
- [95-98. Police Services Analyst](#)
- ~~[96. Police Services Technician](#)~~
- [97-99. Principal Engineer](#)
- [98-100. Principal Librarian](#)

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- 99.101. Principal Planner
- 100.102. Program Administrator
- 101.103. Programmer Analyst I/II
- 102.104. Public Safety Communications Manager
- 103.105. Public Safety Systems Analyst
- 104.106. Public Safety Systems Manager
- 105.107. Public Works Superintendent
- 106.108. Publications Coordinator I/II
- 107.109. Real Property Manager
- 108.110. Revenue Manager
- 109.111. Risk & Safety Coordinator
- 110.112. Risk & Safety Manager
- 111.113. Senior Accounting Assistant
- 112.114. Senior Crime Analyst
- 113.115. Senior Deputy City Attorney
- 114.116. Senior Engineer
- 115.117. Senior Environmental Programs Specialist
- 116.118. Senior Human Resources Analyst
- 117.119. Senior Legal Assistant
- 118.120. Senior Management Analyst
- 119.121. Senior Network Systems Engineer
- 120.122. Senior Planner
- 121.123. Senior Safety Analyst
- ~~122. Special Events/Economic Development Coordinator~~
- 123.124. Systems Analyst I/II
- 124.125. Telecommunications Specialist

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~~125,126.~~ 125,126. Tourism & Marketing Administrator

~~126,127.~~ 126,127. Treasury Manager

~~127,128.~~ 127,128. Utilities Analyst

~~128,129.~~ 128,129. Utilities Construction Project Manager

~~129,130.~~ 129,130. Utilities Maintenance Superintendent

~~130,131.~~ 130,131. Wastewater Treatment Plant Superintendent

~~131,132.~~ 131,132. Water Distribution Superintendent

~~132,133.~~ 132,133. Water Treatment Plant Superintendent

~~133,134.~~ 133,134. Web Design Technician I/II

RESOLUTION NO. ~~2016-126~~2017-02

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ESCONDIDO, CALIFORNIA, AMENDING
AND RE-ESTABLISHING THE UNCLASSIFIED
SALARY BANDS FOR CERTAIN POSITIONS IN
THE MANAGEMENT GROUP

WHEREAS, the compensation for the unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary bands established by Resolution No. 2016-~~15126~~;

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 salary bands set forth in Exhibit "A," attached and incorporated by this reference, for the positions listed are established. ~~That the salary bands set forth in Exhibit "A" for the positions listed are established.~~
3. That this resolution supersedes Resolution No. 2016-~~15126~~.

MANAGEMENT UNCLASSIFIED SALARY BANDS

Band 32 \$13,699 - \$18,494

Assistant City Attorney/Litigation
Assistant City Manager

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Band 31 \$13,047 - \$17,613

Assistant City Attorney
~~Assistant City Attorney/Litigation~~

Band 30 \$12,426 - \$16,775

Chief of Police
Fire Chief

Band 29 \$11,833 - \$15,975

Band 28 \$11,271 - \$15,215

Band 27 \$10,733 - \$14,490

Deputy Fire Chief
Director of Administrative Services
Director of Utilities

Band 26 \$10,222 - \$13,800

Director of Community Development
~~Director of Economic Development & Comm Relations~~
Director of Engineering Services/City Engineer
Director of Information Systems
Director of Public Works
Police Captain

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Band 25 \$9,736 - \$13,144

Fire Division Chief

Band 24 \$9,272 - \$12,518

Director of Library & Community Services
Police Lieutenant

Band 23 \$8,831 - \$11,921

Assistant Director of Finance
Assistant Director of Human Resources
Assistant Director of Planning
Assistant Director of Public Works/Engineering
City Clerk
Deputy Director of Utilities/Construction & Engineering
Deputy Director of Utilities/Wastewater
Deputy Director of Utilities/Water
Fire Battalion Chief

Band 22 \$8,410 - \$11,354

Fire Marshal
Senior Deputy City Attorney

Band 21 \$8,010 - \$10,813

Assistant City Engineer
Building Official
Wastewater Treatment Plant Superintendent
Water Treatment Plant Superintendent

Band 20 \$7,629 - \$10,298

Assistant Director of Community Services
Deputy Director of Planning
Deputy Director of Public Works/Maintenance
Deputy Director of Public Works/Operations

Band 19 \$7,265 - \$9,808

Network Manager
Principal Engineer
Principal Planner
Real Property Manager
Risk & Safety Manager
Utilities Maintenance Superintendent

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Band 18 \$6,919 - \$9,341

Applications Development Manager
Budget Manager
Code Enforcement Manager
Economic Development Manager
Finance Manager
Housing & Neighborhood Services Manager
Laboratory Superintendent
Revenue Manager
Senior Engineer
Treasury Manager

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Water Distribution Superintendent

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Band 17 \$6,589 - \$8,896

Deputy City Attorney
Environmental Programs Manager
Public Safety Communications Manager
Real Property Manager
Water Distribution Superintendent

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Band 16 \$6,276 - \$8,473

Deputy Building Official
Design & Construction Project Manager
Environmental Programs Manager/Utilities
Investment Officer II
Utilities Construction Project Manager

Band 15 \$5,977 - \$8,069

Building Maintenance Superintendent
Deputy City Librarian
Fleet Maintenance Superintendent
Public Safety Systems Manager
Public Works Superintendent
Senior Network Systems Engineer

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Band 14 \$5,692 - \$7,685

Assistant City Clerk
Communications Officer
Emergency/Disaster Preparedness Manager
Fire Administrative Services Manager
Geographic Information Systems Manager
Investment Officer I
Lakes & Open Space Superintendent
Police Business Manager
~~Public Safety Systems Manager~~
Senior Human Resources Analyst
Senior Planner

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Band 13 \$5,422 - \$7,319

~~Asset Program Manager~~
~~Geographic Information Systems Manager~~
Neighborhood Services Manager
Police Services Analyst
Principal Librarian
Senior Management Analyst

Band 12 \$5,163 - \$6,970

Accountant II
~~Canal Superintendent~~
Community Services Manager
~~Lakes & Open Space Superintendent~~
Management Analyst II

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Band 11 \$4,916 - \$6,638

~~Canal Superintendent~~
Human Resources Analyst II
Utilities Analyst

Band 10 \$4,683 - \$6,323

Police Records Manager
Senior Crime Analyst

Band 9 \$4,459 - \$6,021

Human Resources Analyst I
Management Analyst I
Program Administrator
~~Special Events/Econ Development Coordinator~~
Tourism & Marketing Administrator

Band 8 \$4,248 - \$5,735

Accountant I
Crime Analyst

Band 6 \$3,853 - \$5,201

Band 5 \$3,561 - \$4,808

Flat Rate Salaries

City Manager
City Attorney

Elected — Flat Rate Salaries

City Treasurer

RESOLUTION NO. ~~2016-127~~2017-03

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING AND RE-ESTABLISHING THE
UNCLASSIFIED SALARY PLANS FOR
CERTAIN POSITIONS IN THE CLERICAL/
TECHNICAL GROUP

WHEREAS, the compensation for the unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary plans established by Resolution No. 2016-16;

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 salary plans are re-established for the positions listed in Exhibit "A" and corresponding monthly rates set forth in Exhibit "B" which are both attached and incorporated by this reference.
3. That this ~~resolution~~ Resolution supersedes Resolution No. 2016-16.

UNCLASSIFIED CLERICAL/TECHNICAL SALARY PLANS

Band H: \$4,468 - \$7,248

Assistant Canal Superintendent

UCT A54: \$7,135 - \$8,673

Control Systems Analyst

UCT A50: \$6,464 - \$7,857

Systems Analyst II

UCT A46: \$5,856 - \$7,118

Systems Analyst I

UCT A44: \$5,574 - \$6,775

Senior Environmental Programs Specialist

UCT A43: \$5,438 - \$6,610

Senior Legal Assistant

UCT A42: \$5,305 - \$6,449

GIS Analyst
Network Systems Engineer
Public Safety Systems Analyst
Senior Safety Analyst

UCT A40: \$5,050 - \$6,138

Environmental Programs Specialist
Network Administrator

UCT A38: \$4,806 - \$5,842

Executive Assistant – Chief of Police

Executive Assistant – City Attorney
Executive Assistant – City Manager

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UCT A37: \$4,689 - \$5,700

Legal Assistant
Programmer Analyst II

UCT A36: \$4,575 - \$5,561

Deputy City Clerk
Forensic Technician

UCT A35: \$4,463 - \$5,425

Human Resources Coordinator

UCT A34: \$4,354 - \$5,293

Emergency Medical Services Program Coordinator

UCT A33: \$4,248 - \$5,164

Payroll Analyst
Programmer Analyst I
Risk & Safety Coordinator

UCT A32: \$4,145 - \$5,038

Network Systems Technician III

UCT A31: \$4,044 - \$4,915

Facilities Associate
Police Projects Specialist

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UCT A30: \$3,945 - \$4,795

Administrative Coordinator

UCT A29: \$3,849 - \$4,678

Assistant Environmental Programs Specialist
Human Resources Technician II
Legal Secretary
Telecommunications Specialist

UCT A28: \$3,755 - \$4,564

Network Systems Technician II
Payroll Technician II
Web Design Technician II

UCT A27: \$3,663 - \$4,453

Collections Officer
Maintenance & Operations Coordinator

UCT A26: \$3,574 - \$4,344

Executive Office Coordinator

UCT A25: \$3,487 - \$4,238

Human Resources Technician I
~~Police Services Technician~~

UCT A24: \$3,402 - \$4,135

Network Systems Technician I
Payroll Technician I
Web Design Technician I

UCT A23: \$3,319 - \$4,034

Canal Assistant II
Division Coordinator
Publications Coordinator II
Sr. Accounting Assistant

UCT A21: \$3,159 - \$3,840

~~Police Projects Specialist~~

UCT A19: \$3,007 - \$3,655

Canal Assistant I
Executive Office Specialist
Publications Coordinator I

UCT A17: \$2,862 - \$3,478

Accounting Assistant II
Department Assistant

UCT A13: \$2,593 - \$3,151

Accounting Assistant I

UCT A11: \$2,468 - \$2,999

Department Aide

~~09-14-2016~~01-25-2017
uct.salary.bands

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RESOLUTION NO. ~~2016~~2017-1705

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE PART-TIME PAY PLAN

WHEREAS, the compensation for the part-time, unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt and amend said salary ranges of the Part-time Hourly Compensation Plan and Part-Time Hourly Pay 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 ~~and correct~~.
2. That the part-time salary ranges are hereby established and amended for the positions set forth in Exhibit "A" and corresponding hourly step rates set forth in Exhibit "B" which are both attached and incorporated by this reference.
3. That this ~~resolution~~ Resolution supersedes Resolution No. ~~2014~~2016-1017.

| PART-TIME HOURLY COMPENSATION PLAN January 1, 20176 | |
|---|--|
| <p>RANGE I 10.00 – 12.49 <u>10.51 – 13.12</u></p> <p>Library Page Maintenance Aide I Park Attendant I Recreation Leader I School Crossing Guard Swimming Aide I Senior Service Aide I</p> | <p>RANGE VI 11.31 – 14.13 <u>11.89 – 14.85</u></p> <p><u>Park Attendant III</u> <u>Principal Recreation Leader</u> Currently No Classifications</p> |
| <p>RANGE II 10.25 – 12.80 <u>10.77 – 13.45</u></p> <p>Maintenance Aide II Swimming Aide II Senior Service Aide II</p> | <p>RANGE VII 11.60 – 14.48 <u>12.18 – 15.22</u></p> <p>Recreation Leader II <u>Water Safety Instructor</u></p> |
| <p>RANGE III 10.51 – 13.12 <u>11.04 – 13.79</u></p> <p>Lifeguard <u>Circulation Assistant</u> <u>Clerk Aide</u> Park Attendant II <u>Senior Service Aide III</u></p> | <p>RANGE VIII 11.89 – 14.48 <u>12.49 – 15.60</u></p> <p>Park Attendant III Principal Recreation Leader <u>Currently No Classifications</u></p> |
| <p>RANGE IV 10.77 – 13.45 <u>11.31 – 14.13</u></p> <p>Senior Service Aide III <u>Currently No Classifications</u></p> | <p>RANGE IX 12.18 – 15.22 <u>12.80 – 15.99</u></p> <p>Water Safety Instructor <u>Currently No Classifications</u></p> |
| <p>RANGE V 11.04 – 13.79 <u>11.60 - 14.48</u></p> <p>Clerk Aide <u>Recreation Leader II</u></p> | <p>RANGE X 12.49 – 15.60 <u>13.12 – 16.39</u></p> <p>Currently No Classifications</p> |

(Ranger Specialist – Park Ranger I Benchmark; M&O 99)

| PART-TIME HOURLY COMPENSATION PLAN | |
|--|---|
| January 1, 20176 | |
| RANGE XI 12.80 – 15.99 13.45 – 16.80 | RANGE XVI 14.48 – 18.09 |
| Currently No Classifications | Currently No Classifications |
| RANGE XII 13.12 – 16.39 13.79 – 17.22 | RANGE XVII 14.85 – 18.54 |
| Currently No Classifications | Currently No Classifications |
| RANGE XIII 13.45 – 16.80 14.13 – 17.65 | RANGE XVIII |
| Currently No Classifications <u>Parking Enforcement Officer</u> | Dept. Head discretion ranging from a minimum of current California minimum wage to a maximum of \$100.00 per hour. Department Specialist Department Specialist / Reserve Maintenance Specialist Recreation Specialist I Recreation Specialist II Swimming Pool Manager Tiny Tot Instructor |
| RANGE XIV 13.79 – 17.22 14.48 – 18.09 | |
| Currently No Classifications | |
| RANGE XV 14.13 – 17.65 14.85 – 18.54 | |
| Parking Enforcement Officer Currently No Classifications | |

(Ranger Specialist – Park Ranger I Benchmark; M&O 99)

RESOLUTION NO. 2017-02

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING AND RE-ESTABLISHING THE
UNCLASSIFIED SALARY BANDS FOR CERTAIN
POSITIONS IN THE MANAGEMENT GROUP**

WHEREAS, the compensation for the unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary bands established by Resolution No. 2016-126;

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 salary bands set forth in Exhibit "A," attached and incorporated by this reference, for the positions listed are established.
3. That this Resolution supersedes Resolution No. 2016-126.

MANAGEMENT UNCLASSIFIED SALARY BANDS

Band 32 \$13,699 - \$18,494

Assistant City Attorney/Litigation
Assistant City Manager

Band 31 \$13,047 - \$17,613

Assistant City Attorney

Band 30 \$12,426 - \$16,775

Chief of Police
Fire Chief

Band 29 \$11,833 - \$15,975

Band 28 \$11,271 - \$15,215

Band 27 \$10,733 - \$14,490

Deputy Fire Chief
Director of Administrative Services
Director of Utilities

Band 26 \$10,222 - \$13,800

Director of Community Development
Director of Engineering Services/City Engineer
Director of Information Systems
Director of Public Works
Police Captain

Band 25 \$9,736 - \$13,144

Fire Division Chief

Band 24 \$9,272 - \$12,518

Director of Library & Community Services
Police Lieutenant

Band 23 \$8,831 - \$11,921

Assistant Director of Finance
Assistant Director of Human Resources
Assistant Director of Planning
Assistant Director of Public Works/Engineering
City Clerk
Deputy Director of Utilities/Construction & Engineering
Deputy Director of Utilities/Wastewater
Deputy Director of Utilities/Water
Fire Battalion Chief

Band 22 \$8,410 - \$11,354

Fire Marshal
Senior Deputy City Attorney

Band 21 \$8,010 - \$10,813

Assistant City Engineer
Building Official
Wastewater Treatment Plant Superintendent
Water Treatment Plant Superintendent

Band 20 \$7,629 - \$10,298

Assistant Director of Community Services
Deputy Director of Planning
Deputy Director of Public Works/Maintenance
Deputy Director of Public Works/Operations

Band 19 \$7,265 - \$9,808

Network Manager
Principal Engineer
Principal Planner
Real Property Manager
Risk & Safety Manager
Utilities Maintenance Superintendent

Band 18 \$6,919 - \$9,341

Applications Development Manager
Budget Manager
Code Enforcement Manager
Economic Development Manager
Finance Manager
Housing & Neighborhood Services Manager
Laboratory Superintendent
Revenue Manager
Senior Engineer
Treasury Manager
Water Distribution Superintendent

Band 17 \$6,589 - \$8,896

Deputy City Attorney
Environmental Programs Manager
Public Safety Communications Manager

Band 16 \$6,276 - \$8,473

Deputy Building Official
Design & Construction Project Manager
Environmental Programs Manager/Utilities
Investment Officer II
Utilities Construction Project Manager

Band 15 \$5,977 - \$8,069

Building Maintenance Superintendent
Deputy City Librarian
Fleet Maintenance Superintendent
Public Safety Systems Manager
Public Works Superintendent
Senior Network Systems Engineer

Band 14 \$5,692 - \$7,685

Assistant City Clerk
Communications Officer
Emergency/Disaster Preparedness Manager
Fire Administrative Services Manager
Geographic Information Systems Manager
Investment Officer I
Lakes & Open Space Superintendent
Police Business Manager
Senior Human Resources Analyst
Senior Planner

Band 13 \$5,422 - \$7,319

Neighborhood Services Manager
Police Services Analyst
Principal Librarian
Senior Management Analyst

Band 12 \$5,163 - \$6,970

Accountant II
Canal Superintendent
Community Services Manager
Management Analyst II

Band 11 \$4,916 - \$6,638

Human Resources Analyst II
Utilities Analyst

Band 10 \$4,683 - \$6,323

Police Records Manager
Senior Crime Analyst

Band 9 \$4,459 - \$6,021

Human Resources Analyst I
Management Analyst I
Program Administrator
Tourism & Marketing Administrator

Band 8 \$4,248 - \$5,735

Accountant I
Crime Analyst

Band 6 \$3,853 - \$5,201

Band 5 \$3,561 - \$4,808

Flat Rate Salaries

City Manager
City Attorney

Elected — Flat Rate Salaries

City Treasurer

RESOLUTION NO. 2017-03

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING AND RE-ESTABLISHING THE
UNCLASSIFIED SALARY PLANS FOR
CERTAIN POSITIONS IN THE CLERICAL/
TECHNICAL GROUP**

WHEREAS, the compensation for the unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary plans established by Resolution No. 2016-16;

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 salary plans are re-established for the positions listed in Exhibit "A" and corresponding monthly rates set forth in Exhibit "B," which are both attached and incorporated by this reference.
3. That this Resolution supersedes Resolution No. 2016-16.

UNCLASSIFIED CLERICAL/TECHNICAL SALARY PLANS

Band H: \$4,468 - \$7,248

Assistant Canal Superintendent

UCT A54: \$7,135 - \$8,673

Control Systems Analyst

UCT A50: \$6,464 - \$7,857

Systems Analyst II

UCT A46: \$5,856 - \$7,118

Systems Analyst I

UCT A44: \$5,574 - \$6,775

Senior Environmental Programs Specialist

UCT A43: \$5,438 - \$6,610

Senior Legal Assistant

UCT A42: \$5,305 - \$6,449

GIS Analyst
Network Systems Engineer
Public Safety Systems Analyst
Senior Safety Analyst

UCT A40: \$5,050 - \$6,138

Environmental Programs Specialist
Network Administrator

UCT A38: \$4,806 - \$5,842

Executive Assistant – Chief of Police
Executive Assistant – City Attorney
Executive Assistant – City Manager

UCT A37: \$4,689 - \$5,700

Legal Assistant
Programmer Analyst II

UCT A36: \$4,575 - \$5,561

Deputy City Clerk
Forensic Technician

UCT A35: \$4,463 - \$5,425

Human Resources Coordinator

UCT A34: \$4,354 - \$5,293

Emergency Medical Services Program Coordinator

UCT A33: \$4,248 - \$5,164

Payroll Analyst
Programmer Analyst I
Risk & Safety Coordinator

UCT A32: \$4,145 - \$5,038

Network Systems Technician III

UCT A31: \$4,044 - \$4,915

Facilities Associate
Police Projects Specialist

UCT A30: \$3,945 - \$4,795

Administrative Coordinator

UCT A29: \$3,849 - \$4,678

Assistant Environmental Programs Specialist
Human Resources Technician II
Legal Secretary
Telecommunications Specialist

UCT A28: \$3,755 - \$4,564

Network Systems Technician II
Payroll Technician II
Web Design Technician II

UCT A27: \$3,663 - \$4,453

Collections Officer
Maintenance & Operations Coordinator

UCT A26: \$3,574 - \$4,344

Executive Office Coordinator

UCT A25: \$3,487 - \$4,238

Human Resources Technician I

UCT A24: \$3,402 - \$4,135

Network Systems Technician I
Payroll Technician I
Web Design Technician I

UCT A23: \$3,319 - \$4,034

Canal Assistant II
Division Coordinator
Publications Coordinator II
Sr. Accounting Assistant

UCT A21: \$3,159 - \$3,840

UCT A19: \$3,007 - \$3,655

Canal Assistant I
Executive Office Specialist
Publications Coordinator I

UCT A17: \$2,862 - \$3,478

Accounting Assistant II
Department Assistant

UCT A13: \$2,593 - \$3,151

Accounting Assistant I

UCT A11: \$2,468 - \$2,999

Department Aide

UNCLASSIFIED MONTHLY PAY SCHEDULE
January 25, 2017

| GRADE | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------|---------------|---------------|---------------|---------------|---------------|
| UCT A11 | \$2,468.000 | \$2,591.000 | \$2,721.000 | \$2,857.000 | \$2,999.000 |
| UCT A13 | \$2,593.000 | \$2,722.000 | \$2,858.000 | \$3,001.000 | \$3,151.000 |
| UCT A17 | \$2,862.000 | \$3,005.000 | \$3,155.000 | \$3,313.000 | \$3,478.000 |
| UCT A19 | \$3,007.000 | \$3,157.000 | \$3,315.000 | \$3,480.000 | \$3,655.000 |
| UCT A21 | \$3,159.000 | \$3,317.000 | \$3,483.000 | \$3,657.000 | \$3,840.000 |
| UCT A23 | \$3,319.000 | \$3,485.000 | \$3,659.000 | \$3,842.000 | \$4,034.000 |
| UCT A24 | \$3,402.000 | \$3,572.000 | \$3,750.000 | \$3,938.000 | \$4,135.000 |
| UCT A25 | \$3,487.000 | \$3,661.000 | \$3,844.000 | \$4,036.000 | \$4,238.000 |
| UCT A26 | \$3,574.000 | \$3,753.000 | \$3,940.000 | \$4,137.000 | \$4,344.000 |
| UCT A27 | \$3,663.000 | \$3,846.000 | \$4,039.000 | \$4,241.000 | \$4,453.000 |
| UCT A28 | \$3,755.000 | \$3,943.000 | \$4,140.000 | \$4,347.000 | \$4,564.000 |
| UCT A29 | \$3,849.000 | \$4,041.000 | \$4,243.000 | \$4,455.000 | \$4,678.000 |
| UCT A30 | \$3,945.000 | \$4,142.000 | \$4,349.000 | \$4,567.000 | \$4,795.000 |
| UCT A31 | \$4,044.000 | \$4,246.000 | \$4,458.000 | \$4,681.000 | \$4,915.000 |

| GRADE | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------------|---------------|---------------|---------------|---------------|---------------|
| UCT A33 | \$4,248.000 | \$4,461.000 | \$4,684.000 | \$4,918.000 | \$5,164.000 |
| UCT A34 | \$4,354.000 | \$4,572.000 | \$4,801.000 | \$5,041.000 | \$5,293.000 |
| UCT A35 | \$4,463.000 | \$4,686.000 | \$4,921.000 | \$5,167.000 | \$5,425.000 |
| UCT A36 | \$4,575.000 | \$4,804.000 | \$5,044.000 | \$5,296.000 | \$5,561.000 |
| UCT A37 | \$4,689.000 | \$4,924.000 | \$5,170.000 | \$5,428.000 | \$5,700.000 |
| UCT A38 | \$4,806.000 | \$5,047.000 | \$5,299.000 | \$5,564.000 | \$5,842.000 |
| UCT A40 | \$5,050.000 | \$5,302.000 | \$5,567.000 | \$5,846.000 | \$6,138.000 |
| UCT A42 | \$5,305.000 | \$5,571.000 | \$5,849.000 | \$6,142.000 | \$6,449.000 |
| UCT A43 | \$5,438.000 | \$5,710.000 | \$5,995.000 | \$6,295.000 | \$6,610.000 |
| UCT A44 | \$5,574.000 | \$5,853.000 | \$6,145.000 | \$6,453.000 | \$6,775.000 |
| UCT A46 | \$5,856.000 | \$6,149.000 | \$6,456.000 | \$6,779.000 | \$7,118.000 |
| UCT A50 | \$6,464.000 | \$6,787.000 | \$7,127.000 | \$7,483.000 | \$7,857.000 |
| UCT A54 | \$7,135.000 | \$7,492.000 | \$7,867.000 | \$8,260.000 | \$8,673.000 |

RESOLUTION NO. 2017-04

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING AND REESTABLISHING THE
UNCLASSIFIED SERVICE SCHEDULE OF
THE CITY**

WHEREAS, Section 19-9 of the Escondido Municipal Code provides that positions in the unclassified service shall be established by resolution of the City Council; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend said Unclassified Service 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 Unclassified Service Schedule on file in the Office of the City Clerk is hereby amended and re-established as set forth on Exhibit "A," which is attached and incorporated by this reference.
3. That this resolution supercedes Resolution No. 2016-128.

UNCLASSIFIED POSITIONS – JANUARY 2017

1. Accountant I/II
2. Accounting Assistant I/II
3. Administrative Coordinator
4. Applications Development Manager
5. **Asset Program Coordinator**
6. Assistant Canal Superintendent
7. Assistant City Attorney
8. Assistant City Attorney/Litigation
9. Assistant City Clerk
10. Assistant City Engineer
11. Assistant City Manager
12. Assistant Director of Community Services
13. Assistant Director of Finance
14. Assistant Director of Human Resources
15. Assistant Director of Planning
16. Assistant Director of Public Works/Engineering
17. Assistant Environmental Programs Specialist
18. Building Maintenance Superintendent
19. Building Official
20. Budget Manager
21. Canal Assistant I/II
22. Canal Superintendent
23. Chief of Police
24. City Clerk

25. Code Enforcement Manager
26. Collections Officer
27. **Communications Officer**
28. Community Services Manager
29. Control Systems Analyst
30. Crime Analyst
31. Department Aide
32. Department Assistant
33. Deputy Building Official
34. Deputy City Attorney
35. Deputy City Clerk
36. Deputy City Librarian
37. Deputy Director of Planning
38. Deputy Director of Public Works/Maintenance
39. Deputy Director of Public Works/Operations
40. Deputy Director of Utilities/Construction & Engineering
41. Deputy Director of Utilities/Wastewater
42. Deputy Director of Utilities/Water
43. Deputy Fire Chief
44. Design & Construction Project Manager
45. Director of Administrative Services
46. Director of Community Development
47. **Director of Engineering Services/City Engineer**
48. Director of Information Systems
49. Director of Library & Community Services

50. Director of Public Works
51. Director of Utilities
52. Division Coordinator
53. **Economic Development Manager**
54. Emergency/Disaster Preparedness Manager
55. Emergency Medical Services Program Coordinator
56. Environmental Programs Manager
57. Environmental Programs Manager/Utilities
58. Environmental Programs Specialist
59. **Executive Assistant to the Chief of Police**
60. Executive Assistant to the City Attorney
61. Executive Assistant to the City Manager
62. Executive Office Coordinator
63. Executive Office Specialist
64. Facilities Associate
65. Finance Manager
66. Fire Administrative Services Manager
67. Fire Battalion Chief
68. Fire Chief
69. Fire Division Chief
70. Fire Marshal
71. Fleet Maintenance Superintendent
72. Forensic Technician
73. Geographic Information Systems Analyst
74. Geographic Information Systems Manager

75. Housing & Neighborhood Services Manager
76. Human Resources Analyst I/II
77. Human Resources Coordinator
78. Human Resources Technician I/II
79. Investment Officer I/II
80. Laboratory Superintendent
81. Lakes & Open Space Superintendent
82. Legal Assistant
83. Legal Secretary
84. Maintenance & Operations Coordinator
85. Management Analyst I/II
86. Neighborhood Services Manager
87. Network Administrator
88. Network Manager
89. Network Systems Engineer
90. Network Systems Technician I/II/III
91. Payroll Analyst
92. Payroll Technician I/II
93. Police Business Manager
94. Police Captain
95. Police Lieutenant
96. Police Projects Specialist
97. Police Records Manager
98. Police Services Analyst
99. Principal Engineer

100. Principal Librarian
101. Principal Planner
102. Program Administrator
103. Programmer Analyst I/II
104. Public Safety Communications Manager
105. Public Safety Systems Analyst
106. Public Safety Systems Manager
107. Public Works Superintendent
108. Publications Coordinator I/II
109. Real Property Manager
110. Revenue Manager
111. Risk & Safety Coordinator
112. Risk & Safety Manager
113. Senior Accounting Assistant
114. Senior Crime Analyst
115. Senior Deputy City Attorney
116. Senior Engineer
117. Senior Environmental Programs Specialist
118. Senior Human Resources Analyst
119. Senior Legal Assistant
120. Senior Management Analyst
121. Senior Network Systems Engineer
122. Senior Planner
123. Senior Safety Analyst
124. Systems Analyst I/II

- 125. Telecommunications Specialist
- 126. Tourism & Marketing Administrator
- 127. Treasury Manager
- 128. Utilities Analyst
- 129. Utilities Construction Project Manager
- 130. Utilities Maintenance Superintendent
- 131. Wastewater Treatment Plant Superintendent
- 132. Water Distribution Superintendent
- 133. Water Treatment Plant Superintendent
- 134. Web Design Technician I/II

1-25-2017

RESOLUTION NO. 2017-05

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE PART-TIME PAY PLAN**

WHEREAS, the compensation for the part-time, unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt and amend said salary ranges of the Part-time Hourly Compensation Plan and Part-Time Hourly Pay 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 part-time salary ranges are hereby established and amended for the positions set forth in Exhibit "A," and corresponding hourly step rates set forth in Exhibit "B," which are both attached and incorporated by this reference.
3. That this Resolution supersedes Resolution No. 2016-17.

| PART-TIME HOURLY COMPENSATION PLAN | |
|---|---|
| January 1, 2017 | |
| RANGE I 10.51 – 13.12 | RANGE VI 11.89 – 14.85 |
| Library Page Maintenance Aide I Park Attendant I Recreation Leader I Swimming Aide I Senior Service Aide I | Park Attendant III Principal Recreation Leader |
| RANGE II 10.77 – 13.45 | RANGE VII 12.18 – 15.22 |
| Maintenance Aide II Swimming Aide II Senior Service Aide II | Water Safety Instructor |
| RANGE III 11.04 – 13.79 | RANGE VIII 12.49 – 15.60 |
| Lifeguard Circulation Assistant Clerk Aide Park Attendant II Senior Service Aide III | Currently No Classifications |
| RANGE IV 11.31 – 14.13 | RANGE IX 12.80 – 15.99 |
| Currently No Classifications | Currently No Classifications |
| RANGE V 11.60 -14.48 | RANGE X 13.12 – 16.39 |
| Recreation Leader II | Currently No Classifications |

(Ranger Specialist – Park Ranger I Benchmark; M&O 99)

**PART-TIME HOURLY COMPENSATION PLAN
 January 1, 2017**

| | |
|---|---|
| RANGE XI 13.45 – 16.80 Currently No Classifications | RANGE XVIII Dept. Head discretion ranging from a minimum of current California minimum wage to a maximum of \$100.00 per hour. Department Specialist Department Specialist / Reserve Maintenance Specialist Recreation Specialist I Recreation Specialist II Swimming Pool Manager Tiny Tot Instructor |
| RANGE XII 13.79 – 17.22 Currently No Classifications | |
| RANGE XIII 14.13 – 17.65 Parking Enforcement Officer | |
| RANGE XIV 14.48 – 18.09 Currently No Classifications | |
| RANGE XV 14.85 – 18.54 Currently No Classifications | |

(Ranger Specialist – Park Ranger I Benchmark; M&O 99)

PART-TIME HOURLY PAY SCHEDULE
January 1, 2017

| Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------------------------|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Range I - Base Rate | \$10.506250 | \$10.768906 | \$11.038129 | \$11.314082 | \$11.596934 | \$11.886858 | \$12.184029 | \$12.488630 | \$12.800845 | \$13.120867 |
| Range II - Base Rate | \$10.768906 | \$11.038129 | \$11.314082 | \$11.596934 | \$11.886858 | \$12.184029 | \$12.488630 | \$12.800845 | \$13.120867 | \$13.448888 |
| Range III - Base Rate | \$11.038129 | \$11.314082 | \$11.596934 | \$11.886858 | \$12.184029 | \$12.488630 | \$12.800845 | \$13.120867 | \$13.448888 | \$13.785110 |
| Range IV - Base Rate | \$11.314082 | \$11.596934 | \$11.886858 | \$12.184029 | \$12.488630 | \$12.800845 | \$13.120867 | \$13.448888 | \$13.785110 | \$14.129738 |
| Range V - Base Rate | \$11.596934 | \$11.886858 | \$12.184029 | \$12.488630 | \$12.800845 | \$13.120867 | \$13.448888 | \$13.785110 | \$14.129738 | \$14.482982 |
| Range VI - Base Rate | \$11.886858 | \$12.184029 | \$12.488630 | \$12.800845 | \$13.120867 | \$13.448888 | \$13.785110 | \$14.129738 | \$14.482982 | \$14.845056 |
| Range VII - Base Rate | \$12.184029 | \$12.488630 | \$12.800845 | \$13.120867 | \$13.448888 | \$13.785110 | \$14.129738 | \$14.482982 | \$14.845056 | \$15.216183 |
| Range VIII - Base Rate | \$12.488630 | \$12.800845 | \$13.120867 | \$13.448888 | \$13.785110 | \$14.129738 | \$14.482982 | \$14.845056 | \$15.216183 | \$15.596587 |
| Range IX - Base Rate | \$12.800845 | \$13.120867 | \$13.448888 | \$13.785110 | \$14.129738 | \$14.482982 | \$14.845056 | \$15.216183 | \$15.596587 | \$15.986502 |
| Range X - Base Rate | \$13.120867 | \$13.448888 | \$13.785110 | \$14.129738 | \$14.482982 | \$14.845056 | \$15.216183 | \$15.596587 | \$15.986502 | \$16.386164 |
| Range XI - Base Rate | \$13.448888 | \$13.785110 | \$14.129738 | \$14.482982 | \$14.845056 | \$15.216183 | \$15.596587 | \$15.986502 | \$16.386164 | \$16.795819 |
| Range XII - Base Rate | \$13.785110 | \$14.129738 | \$14.482982 | \$14.845056 | \$15.216183 | \$15.596587 | \$15.986502 | \$16.386164 | \$16.795819 | \$17.215714 |
| Range XIII - Base Rate | \$14.129738 | \$14.482982 | \$14.845056 | \$15.216183 | \$15.596587 | \$15.986502 | \$16.386164 | \$16.795819 | \$17.215714 | \$17.646107 |
| Range XIV - Base Rate | \$14.482982 | \$14.845056 | \$15.216183 | \$15.596587 | \$15.986502 | \$16.386164 | \$16.795819 | \$17.215714 | \$17.646107 | \$18.087259 |
| Range XV - Base Rate | \$14.845056 | \$15.216183 | \$15.596587 | \$15.986502 | \$16.386164 | \$16.795819 | \$17.215714 | \$17.646107 | \$18.087259 | \$18.539441 |
| Range XVI - Base Rate | Salary set at Department Head discretion ranging from a minimum of current California minimum wage to a maximum of \$100.00 per hour. | | | | | | | | | |



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5
Date: January 25, 2017

TO: Honorable Mayor and Members of the City Council
FROM: Sheryl Bennett, Director of Administrative Services
SUBJECT: Adoption of Resolution No. 2017-13 Approving Recognized Obligation Payment Schedule (ROPS 16-17) for July 2017 thru June 2018

RECOMMENDATION:

It is requested that the City Council approve Resolution No. 2017-13 to adopt the Recognized Obligation Payment Schedule (ROPS 17-18) so that the Successor Agency may continue to make payments due for enforceable obligations.

FISCAL ANALYSIS:

The Successor Agency is responsible for submitting to the Oversight Board a payment schedule for obligations of the Redevelopment Agency. The Oversight Board will forward this payment schedule to the State for approval. Once approved by the State, the County of San Diego will fund the payments from the County Redevelopment Property Tax Trust Fund (RPTTF).

PREVIOUS ACTION:

ROPS 16-17 was approved by the City on January 13, 2016.

BACKGROUND:

As part of the State of California's Dissolution of Redevelopment, the City as Successor Agency is required to adopt a Recognized Obligation Payment schedule and have it approved by the Oversight Board. This Obligation schedule lists payments to be made from July 1, 2017 through June 30, 2018. Below is a summary of these payments:

| | |
|---|--------------------|
| 2007A and B Lease Revenue Bonds | \$7,090,587 |
| Loan Repayment to the Traffic Impact Fund | 50,000 |
| City Administrative Costs | 339,322 |
| <i>Total ROPS 17-18 Enforceable Obligations</i> | <u>\$7,662,078</u> |

Respectfully submitted,

Sheryl Bennett
Director of Administrative Services

RESOLUTION NO. 2017-13

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AS THE SUCCESSOR AGENCY TO THE
ESCONDIDO REDEVELOPMENT AGENCY
ADOPTING A RECOGNIZED SCHEDULE OF
ENFORCEABLE OBLIGATIONS FOR THE
PERIOD OF JULY 2017 THRU JUNE 2018
PURSUANT TO HEALTH AND SAFETY
CODE SECTION 34177**

WHEREAS, pursuant to authorizing Resolution No. 2012-16, the City Council of the City of Escondido elected to serve as the Successor Agency and Successor Housing Agency to the Escondido Redevelopment Agency; and

WHEREAS, pursuant to Health and Safety Code Section 34177, successor agencies are required to make payments due for enforceable obligations and adopt a Recognized Obligation Payment Schedule ("ROPS"); and

WHEREAS, pursuant to Health and Safety Code Section 34177, a ROPS must be adopted that lists all of the enforceable obligations within the meaning of Health and Safety Code Section 34167(d), and must thereafter be reviewed by other entities, updated, and published in a specific manner; and

WHEREAS, it is the intention of the City Council of the City of Escondido as the Successor Agency to the Escondido Redevelopment Agency to adopt the ROPS so that the Successor Agency may continue to make payments due for enforceable obligations.

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, as the Successor Agency to the Escondido Redevelopment Agency, hereby adopts the ROPS for the period of July 2017 to June 2018, which is attached hereto as Exhibit "A" and incorporated by this reference.

Recognized Obligation Payment Schedule (ROPS 17-18) - Summary
 Filed for the July 1, 2017 through June 30, 2018 Period

Successor Agency: Escondido
 County: San Diego

| Current Period Requested Funding for Enforceable Obligations (ROPS Detail) | 17-18A Total (July - December) | 17-18B Total (January - June) | ROPS 17-18 Total |
|--|-----------------------------------|----------------------------------|---------------------|
| A Enforceable Obligations Funded as Follows (B+C+D): | \$ - | \$ - | \$ - |
| B Bond Proceeds | - | - | - |
| C Reserve Balance | - | - | - |
| D Other Funds | - | - | - |
| E Redevelopment Property Tax Trust Fund (RPTTF) (F+G): | \$ 7,255,248 | \$ 406,830 | \$ 7,662,078 |
| F RPTTF | 7,085,587 | 237,169 | 7,322,756 |
| G Administrative RPTTF | 169,661 | 169,661 | 339,322 |
| H Current Period Enforceable Obligations (A+E): | \$ 7,255,248 | \$ 406,830 | \$ 7,662,078 |

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

 Name Title
 /s/ _____
 Signature Date

Escondido Recognized Obligation Payment Schedule (ROPS 17-18) - ROPS Detail

July 1, 2017 through June 30, 2018

(Report Amounts in Whole Dollars)

| A | B | C | D | E | F | G | H | I | J | K | 17-18A (July - December) | | | | | Q | 17-18B (January - June) | | | | | W | | | | | | | | | | | | |
|----|--|--|------------|------------|--------------------------------|--|---|---------------|---|--------------|--------------------------|------|------|------|--------------|------------|-------------------------|-----------------|-------------|-------|-------------|------------|------------|---|---|---|---|--------------|---------------|-----------------|-------------|-------|-------------|--------------|
| | | | | | | | | | | | L | M | N | O | P | | Fund Sources | | | | | | R | S | T | U | V | | | | | | | |
| | | | | | | | | | | | | | | | | | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | | | | | | | 17-18A Total | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | 17-18B Total |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | \$ 15,537,225 | | \$ 7,662,078 | | \$ - | \$ - | \$ - | \$ 7,085,587 | \$ 169,661 | \$ 7,255,248 | \$ - | \$ - | \$ - | \$ 237,169 | \$ 169,661 | \$ 406,830 | | | | | | | | | | | |
| 2 | 2007A Lease Revenue Bonds | Revenue Bonds Issued On or Before 12/31/10 | 1/25/2007 | 9/1/2018 | Bank of New York | Bond Payment | | 10,301,375 | N | \$ 5,150,750 | | | | | 5,025,125 | | \$ 5,025,125 | | | | 125,625 | | \$ 125,625 | | | | | | | | | | | |
| 3 | 2007B Lease Revenue Bonds | Revenue Bonds Issued On or Before 12/31/10 | 1/25/2007 | 9/1/2018 | Bank of New York | Bond Payment | | 4,218,550 | N | \$ 2,117,006 | | | | | 2,060,462 | | \$ 2,060,462 | | | | 56,544 | | \$ 56,544 | | | | | | | | | | | |
| 4 | Bond Expense | Fees | 1/10/1992 | 9/1/2018 | Bank of New York | Bond Trustee Admin Fees | | 5,000 | N | \$ 5,000 | | | | | | | \$ - | | | | 5,000 | | \$ 5,000 | | | | | | | | | | | |
| 5 | Bond Debt Obligation Reserve | Reserves | 1/25/2007 | 9/1/2018 | Bank of New York | Payment per AB 1484, Section 34171(d)(1)(A) | | | N | \$ - | | | | | | | \$ - | | | | | | \$ - | | | | | | | | | | | |
| 6 | Loan Repayment to General Fund | City/County Loans On or Before 5/27/11 | 8/15/1994 | 12/31/2035 | City of Escondido | Program Administration to assist in the implementation of the Redevelopment Plan | | | N | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Loan Repayment to Traffic Impact Fund | City/County Loans On or Before 6/27/11 | 8/15/1994 | 12/31/2035 | City of Escondido | Capital Improvement Nordahl bridge improvements | | 1,012,300 | N | \$ 50,000 | | | | | | | \$ - | | | | 50,000 | | \$ 50,000 | | | | | | | | | | | |
| 8 | Loan Repayment to Housing Set Aside Fund | SERAF/ERAF | 8/15/1994 | 4/30/2016 | City of Escondido | ERAF(Educational Revenue Augmentation Fund) Payments | | | Y | \$ - | | | | | | | \$ - | | | | | | \$ - | | | | | | | | | | | |
| 9 | CalHFA Loans | OPA/DDA/C onstruction | 10/31/2003 | 6/30/2018 | CalHFA | Affordable Housing Projects | | | Y | \$ - | | | | | | | \$ - | | | | | | \$ - | | | | | | | | | | | |
| 10 | Employee Costs-Admin. Fee | Admin Costs | 7/1/2011 | 9/30/2018 | Employees of City of Escondido | Administration | | | N | \$ 339,322 | | | | | | | 169,661 | \$ 169,661 | | | | 169,661 | \$ 169,661 | | | | | | | | | | | |
| 24 | Utilities | Property Maintenance | 5/31/2012 | 6/30/2015 | SDG&E | Successor Agency Property-Gas & Electric costs | | | Y | \$ - | | | | | | | \$ - | | | | | | \$ - | | | | | | | | | | | |
| 25 | Property Management Expenses | Property Maintenance | 1/25/2013 | 6/30/2015 | Various | Successor Agency Property Management costs | | | Y | \$ - | | | | | | | \$ - | | | | | | \$ - | | | | | | | | | | | |
| 26 | Loan Repayment to General Fund | Miscellaneous | 8/15/1994 | 12/31/2035 | City of Escondido | Program Administration | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | Utilities | Property Maintenance | 7/1/2013 | 6/30/2015 | City of Escondido | Successor Agency Property-Water Costs | | | Y | \$ - | | | | | | | \$ - | | | | | | \$ - | | | | | | | | | | | |
| 28 | Utilities | Property Maintenance | 7/1/2013 | 6/30/2015 | Steven Smith | Successor Agency Property-Landscaping maintenance | | | Y | \$ - | | | | | | | \$ - | | | | | | \$ - | | | | | | | | | | | |

**Escondido Recognized Obligation Payment Schedule (ROPS 17-18) - Report of Cash Balances
(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#).

| A | B | C | D | E | F | G | H | I | |
|--|---|---|--|---|--|------------------------------------|---------------------------|--|--|
| | | Fund Sources | | | | | | | |
| | | Bond Proceeds | | Reserve Balance | | Other | RPTTF | | |
| | Cash Balance Information by ROPS Period | Bonds issued on or before 12/31/10 | Bonds issued on or after 01/01/11 | Prior ROPS period balances and DDR RPTTF balances retained | Prior ROPS RPTTF distributed as reserve for future period(s) | Rent, grants, interest, etc. | Non-Admin and Admin | Comments | |
| ROPS 15-16B Actuals (01/01/16 - 06/30/16) | | | | | | | | | |
| 1 | Beginning Available Cash Balance (Actual 01/01/16) | | | | | 584,570 | | | |
| 2 | Revenue/Income (Actual 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during June 2016 | | | | | 623,294 | 1,984,488 | Other income is comprised of rental income \$111,484; Investment income \$17,310; Payment from Palomar College per settlement agreement \$462,500; and payments received on Housing Loans \$32,000 | |
| 3 | Expenditures for ROPS 15-16B Enforceable Obligations (Actual 06/30/16) | | | | | 114,078 | 1,984,488 | Other expenditures include \$64,100 PPA; \$8,320 of SDGE expenses (line 24) and Administrative expenses (line 10) | |
| 4 | Retention of Available Cash Balance (Actual 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s) | | | | | | | | |
| 5 | ROPS 15-16B RPTTF Balances Remaining | No entry required | | | | | | | |
| 6 | Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5) | \$ - | \$ - | \$ - | \$ - | \$1,093,786 | \$ - | | |

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: January 25, 2017

TO: Honorable Mayor and Members of the City Council
FROM: Christopher W. McKinney, Director of Utilities
SUBJECT: Bid Award for the Water Treatment Plant Metal Storage Building Project

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-06, authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with Cairo Construction Company, the lowest responsive and responsible bidder, in the amount of \$365,200 for construction of the Water Treatment Plant Metal Storage Building Project.

FISCAL ANALYSIS:

This project will be funded from the Water Treatment Plant Major Maintenance Projects CIP 700239.

BACKGROUND:

During the construction of the Escondido-Vista Water Treatment Plant Disinfection and Electrical Systems Upgrade Project, an existing metal storage building at the Water Treatment Plant was demolished to make room for new facilities and disinfection equipment. The removal of the old metal storage building has caused Water Treatment Plant staff to temporarily store necessary materials, tools, and equipment in various areas of the plant that are intended for other uses. The Water Treatment Plant Metal Storage Building Project will construct a 4,800 square foot metal storage building on a concrete foundation near the Kilavo Pump Station, located in an old avocado grove just below the Water Treatment Plant Operations Building. Construction will include grading the site, installation of the concrete foundation and loading dock, procurement and erection of a metal building on the foundation, and paving of the driving area around the loading dock. The Engineer's estimate for this project was \$315,000.

Competitive bids were opened by the City Clerk's representative on December 22, 2016, with the following results:

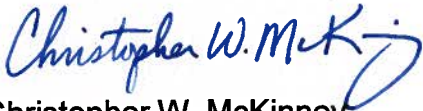
- | | |
|--|----------------------------|
| 1) GEM Industrial Electric, Inc., Lakeside | \$339,860 (Non-responsive) |
| 2) Cairo Construction Company, San Diego | \$365,200 |

- | | |
|---|--------------|
| 3) Blue Pacific Engineering and Construction, San Diego | \$370,000 |
| 4) AToM Engineering Construction, Inc., Hemet | \$387,398 |
| 5) Shaw Equipment Rentals, Inc., San Marcos | \$397,600 |
| 6) Wier Construction Corporation, Escondido | \$454,413 |
| 7) M.A. Stevens Construction, National City | \$560,530.20 |
| 8) Fordyce Construction, Santee | \$651,107 |
| 9) Pacific Hydrotech Corporation, Perris | \$670,600 |

Staff thoroughly reviewed the apparent low bid submitted by GEM Industrial Electric, Inc. The bid was found to be non-responsive due to the omission of Addendum 2. In addition, the City received a letter (dated December 22, 2016) from Cairo Construction Company requesting that the City reject the bid from GEM Industrial Electric, Inc. due to their omission of Addendum 2.

Staff has thoroughly reviewed the second low bid submitted by Cairo Construction Company, and has determined that they are the lowest responsive and responsible bidder.

Respectfully submitted,



Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2017-06

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE, ON BEHALF OF THE CITY, A
PUBLIC IMPROVEMENT AGREEMENT WITH
CAIRO CONSTRUCTION COMPANY FOR THE
CONSTRUCTION OF THE WATER
TREATMENT PLANT METAL STORAGE
BUILDING PROJECT**

WHEREAS, the Escondido City Council authorized an invitation for bids for the construction of the Water Treatment Plant Metal Storage Building Project (the "Project"); and

WHEREAS, the Project will replace a metal storage building at the Water Treatment Plant that was demolished as a part of the Escondido-Vista Water Treatment Plant Disinfection and Electrical Systems Upgrade Project; and

WHEREAS, the City of Escondido opened sealed bids for the Project on December 22, 2016; and

WHEREAS, Utilities staff thoroughly reviewed the apparent low bid submitted by GEM Industrial Electric, Inc., and have determined that their bid was non-responsive due to failure to include Addendum 2; and

WHEREAS, Utilities staff thoroughly reviewed the second apparent low bid submitted by Cairo Construction Company, and have determined that it is the lowest responsive and responsible bidder; and

WHEREAS, the Director of Utilities has determined Cairo Construction Company to be the lowest responsive and responsible bidder and recommends awarding the bid in the amount of \$365,200 to Cairo Construction Company; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award this contract to Cairo Construction Company;

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 Council accepts the recommendation of the Director of Utilities.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Public Improvement Agreement ("Agreement") with Cairo Construction Company. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.

PUBLIC IMPROVEMENT AGREEMENT

This "Agreement", dated the _____ day of _____, 20____, in the County of SAN DIEGO, State of California, is by and between **THE CITY OF ESCONDIDO** (hereinafter referred to as "CITY"), and **CAIRO CONSTRUCTION COMPANY** (hereinafter referred to as "CONTRACTOR").

The CITY and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of the Project Documents described in the General Conditions, which are incorporated by reference. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform, within the time set forth in Paragraph 4 of this Agreement, everything required and reasonably inferred to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for construction of

WATER TREATMENT PLANT METAL STORAGE BUILDING PROJECT

All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications and all provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to the CITY for any damages and resulting costs, including consultants' costs, arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project documents. Such protest shall not be effective unless reduced to writing and filed with the CITY within **three (3) working days** of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project documents.

3. CITY shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of Three Hundred Sixty-Five Thousand and Two Hundred Dollars (\$365,200).
4. The work shall be commenced on or before the twenty-first (21st) day after receiving the CITY'S Notice to Proceed and shall be completed within **one hundred fifty (150) calendar days** from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to CITY as fixed and liquidated damages, and not as a penalty, the

except for liability resulting from the sole active negligence, or willful misconduct of the CITY.

- (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off City property.
- (c) Any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01), and updates or renewals, of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction, reconstruction, maintenance, and/or repair of the work under this Agreement.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suit, or other proceedings that may be brought or instituted against the CITY, its governing board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the CITY, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

- 8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, of every tier, to take out and maintain:
 - (a) General Liability and Property Damage Insurance as defined in the General Conditions in the amount with a combined single limit of not less than **\$3,000,000 per occurrence**.
 - (b) Course of Construction / Builder's Risk Insurance. See Article 5.2 of General Conditions.
 - (c) Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:
 - (1) Automotive and truck where operated in amounts as above
 - (2) Material hoist where used in amounts as above
 - (d) Workers' Compensation Insurance.
 - (e) Each insurance policy required above must be acceptable to the City Attorney, as follows:
 - (1) Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation and the Errors and Omissions policies.

- (2) 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.
 - (3) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (f) In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within 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. This Agreement is subject to California Public Contract Code Section 22300, which permits the substitution of securities for any monies withheld by the City under this Agreement, and permits the CONTRACTOR to have all payments of earned retentions by the City paid to an escrow agent at the expense of the CONTRACTOR.
 10. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
 11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Escondido City Council.
 12. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation.
 13. The terms "Project Documents" and/or "Contract Documents" where used, shall refer to those documents included in the definition set forth in the General Conditions made a part hereof.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of CITY by its officers thereunto authorized and by CONTRACTOR, the date and year first above written.

CITY OF ESCONDIDO
a municipal corporation
201 North Broadway
Escondido, CA 92025

By: _____
Diane Halverson, City Clerk

By: _____
Sam Abed, Mayor

APPROVED AS TO FORM:

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

By: _____

CONTRACTOR

By: _____
Signature

By: _____
Signature*

Print Name

Print Name

Title

Title

(Second signature required only for corporation)

By: _____
Signature**

Print Name

Title

(CORPORATE SEAL OF CONTRACTOR, if
corporation)

Contractor's License No.

Tax ID/Social Security No.

*If CONTRACTOR is a corporation, the first signature must be by one of the following officers of the corporation: Chairman of the Board, President, or any Vice President.

****If CONTRACTOR is a corporation, the second signature must be by a different person from the first signature and must be by one of the following officers of the corporation: Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.**

SECTION A-00610 - FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT,

That _____ ("Contractor") and _____ ("Surety") are held and firmly bound unto the CITY OF ESCONDIDO ("Owner") in the sum of _____ Dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into a contract with Owner to perform all work required under the Bid Schedule(s) of the Owner's specifications entitled,

WATER TREATMENT PLANT METAL STORAGE BUILDING PROJECT

WHEREAS, the provisions of the Contract are incorporated by reference into this Faithful Performance Bond and shall be part of Surety's obligation hereunder.

NOW THEREFORE, if Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified herein, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

PROVIDED, that

- (1) Any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release Contractor or Surety thereunder;
- (2) Any extensions of time granted under the provisions of Contract shall not release either Contractor or Surety from their respective obligations to Owner;
- (3) Notice of any such alterations or extensions of the Contract is hereby waived by Surety;
- (4) Any payments (including progress payments) made on behalf of Owner to Contractor after the scheduled completion of the work to be performed pursuant to the Contract shall not release either Contractor or Surety from any obligations under the Contract or this Faithful Performance Bond, or both, including any obligation to pay liquidated damages to Owner; and
- (5) To the extent Owner exercises its rights pursuant to this Bond, Owner shall be entitled to demand performance by the surety and be further entitled to recover, in addition to all

other remedies afforded by law, its reasonably incurred costs to complete the work, attorneys fees and consultant costs, as well as actual costs incurred by OWNER for the increased dedication/commitment of time of OWNER employees to the Project. These costs shall be in addition to the penal sum of the bond.

SIGNED AND SEALED, this _____ day of _____, 20__.

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____
Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

By: _____

SECTION A-00620 - LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENT,

That _____ as Contractor, and _____ as Surety, are held and firmly bound unto the CITY OF ESCONDIDO, hereinafter called Owner, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said Owner to perform all work required under the Bid Schedule(s) of the Owner's specifications entitled,

WATER TREATMENT PLANT METAL STORAGE BUILDING PROJECT

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, or for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of the time granted under the provisions of said contract release either said Contractor or said surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20__.

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____
Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

By: _____

SECTION A-00630 - CITY OF ESCONDIDO BUSINESS LICENSE

In accordance with Municipal Code Section 16, the successful bidder is required to obtain a City of Escondido Business License prior to execution of contract.

The following information must be submitted to the City Clerk prior to execution of contract:

City of Escondido Business License No. _____

Expiration Date _____

Name of Licensee _____

SECTION A-00660 - WORKERS' COMPENSATION INSURANCE CERTIFICATE

If self-insured for Workers' Compensation, the Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, Sections 1860 and 1861, and I will comply with such provisions before commencing the performance of the work of the contract.

Dated: _____

Contractor

By: _____
Signature

SAMPLE NOTICE

(REQUIRED UNDER GENERAL CONDITIONS, ARTICLE 6.1.B)

TO THE PEOPLE ON THIS STREET:

WITHIN THE NEXT FEW DAYS, WORK WILL BE STARTED ON THE FOLLOWING PROJECT:

WATER TREATMENT PLANT METAL STORAGE BUILDING PROJECT

The work may cause some inconvenience, but will be of permanent benefit.

We shall appreciate your cooperation in the following matters:

1. Please be alert when driving or walking in the construction area.
2. Tools, materials and equipment are attractive to children. For the safety of the children, please keep them away.
3. Please report all inconvenience to the Foreman on the job, or to the City of Escondido Utilities Construction Manager, 760-839-6290 Ext. 7031. The name and phone number of the contractor are given below.

This work is being performed for the City of Escondido by:

We will endeavor to complete this work as rapidly as possible and with a minimum of inconvenience to you.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7

Date: January 25, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Christopher W. McKinney, Director of Utilities

SUBJECT: Third Amendment to Consulting Agreement for Construction Management Services and Budget Adjustment for the Cemetery Area Water Pipeline Replacement Project

RECOMMENDATION:

It is requested that the City Council (1) adopt Resolution No. 2017-11, authorizing a Third Amendment to the Consulting Agreement with Michael Baker International, in an amount not to exceed \$97,680, resulting in a new contract amount of \$672,006; and (2) approve a budget adjustment in the amount of \$140,000.

FISCAL ANALYSIS:

The WL-Cemetery Area CIP 704911 currently has \$203,049. A budget adjustment of \$140,000, \$50,000 from Emergency Treated Water Connection CIP 701906, \$50,000 from Lindley Reservoir Replacement CIP 704201, and \$40,000 from Unallocated Reserves, is required to complete construction of the Cemetery Area Water Pipeline Replacement Project.

PREVIOUS ACTION:

On July 8, 2015, the City Council adopted Resolution No. 2015-120, awarding a Public Improvement Agreement to MNR Construction, Inc. in the amount of \$6,790,250 and approving a budget adjustment in the amount of \$2,550,000.

On September 23, 2015, the City Council adopted Resolution No. 2015-160, authorizing the Mayor and City Clerk to execute a Construction Management Services Consulting Agreement with Michael Baker International in the amount of \$329,448.

On June 15, 2016, the City Council approved a budget adjustment in the amount of \$980,000 to CIP No. 704911 to cover the costs of the permitted contingencies and potential changes in construction on the Cemetery Area Water Pipeline project.

On August 17, 2016, the City Council (1) adopted Resolution No. 2016-111R, authorizing change orders to the Public Improvement Agreement with MNR Construction, Inc. not to exceed \$1,279,025, resulting in a new contract amount of \$8,069,275; (2) adopted Resolution No. 2016-112, authorizing a First Amendment to the Consulting Agreement with Michael Baker International not to exceed \$111,258, resulting in a new contract amount of \$440,706; and (3) approved a budget adjustment in the amount of \$629,000 to Capital Improvement Project (CIP) No. 704911 (Cemetery Water Line) to cover the costs of change orders and an amendment required to complete construction of the Cemetery Area Water Pipeline Replacement Project ("Project").

On November 2, 2016, the City Council adopted Resolution No. 2016-164, authorizing the Second Amendment to the Consulting Agreement with Michael Baker International, not to exceed \$133,620, resulting in a new contract amount of \$574,326, for continued construction management services of the Cemetery Area Water Pipeline Replacement Project ("Project").

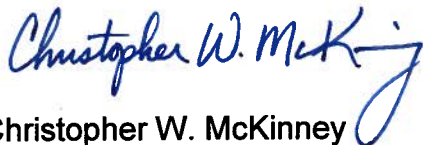
BACKGROUND:

The Project will replace approximately 3.5-miles of old water mains in areas located in and near the Oak Hill Cemetery. These water mains were installed in the 1950s and 1960s, and have had numerous leaks and need for repairs. The pipeline tightly traverses through the Oak Hill Cemetery and residential properties, thus leaving very little room to deviate from the proposed alignment. Approximately 2.5-miles of new potable water transmission and distribution piping will be installed, plus a small portion of recycled water pipeline.

The overall project is approximately 89 percent complete. Continuing unforeseen conflicts and differing site conditions have caused additional change orders and time extensions, which have moved the construction completion date from January to March 2017. Approving this request for a third amendment will extend the construction management services, which is needed given this project's unique complexities and increased community involvement pertaining to construction impacts. Additionally, it will provide full-time inspection coverage in order to effectively monitor and document the conditions for contractual work that are currently in dispute with the contractor.

The third amendment to the contract with Michael Baker International will provide the necessary funding, on a time and material basis, to extend construction management and inspection services through the end of the anticipated construction period of March 2017.

Respectfully submitted,

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

Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2017-11

**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
THIRD AMENDMENT TO THE CONSULTING
AGREEMENT WITH MICHAEL BAKER
INTERNATIONAL, FOR CONSTRUCTION
MANAGEMENT OF THE CEMETERY AREA
WATER PIPELINE REPLACEMENT PROJECT**

WHEREAS, on July 8, 2015, the City Council adopted Resolution No. 2015-120, authorizing execution of a Public Improvement Agreement for the construction of the Cemetery Area Water Pipeline Replacement project ("Project") in the amount of \$6,790,250; and

WHEREAS, the Utilities Engineering and Construction Division is currently managing the design and construction for multiple large Capital Improvement Program ("CIP") projects; and

WHEREAS, on September 23, 2015, the City Council adopted Resolution No. 2015-160, authorizing execution of a Consulting Agreement for \$329,448 with Michael Baker International ("MBI") for construction management services for the Cemetery Area Water Pipeline Replacement project; and

WHEREAS, on August 17, 2016, the City Council adopted Resolution No. 2016-112, authorizing the First Amendment to the Consulting Agreement for \$111,258 with Michael Baker International ("MBI") for construction management services for the Cemetery Area Water Pipeline Replacement project; and

WHEREAS, on November 2, 2016, the City Council adopted Resolution No. 2016-164, authorizing the Second Amendment to the Consulting Agreement for \$133,620 with Michael Baker International for construction management services for the Cemetery Area Water Pipeline Replacement project; and

WHEREAS, the Director of Utilities recommends authorization of a Third Amendment to the Consulting Agreement with Michael Baker International in the amount of \$97,680, bringing the total contract value to \$672,006 to complete the Project; and

WHEREAS, deeming it to be in the best public interest, the Director of Utilities requests the City Council approve a Third Amendment to the Consulting Agreement to continue third-party construction management services;

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 Utilities.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Third Amendment to the Consulting Agreement with Michael Baker International for construction management services on the Cemetery Area Water Pipeline Replacement project, in substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "1," and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
THIRD AMENDMENT TO CONSULTING AGREEMENT

This "Amendment" is made this _____ day of _____, 20__.

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

And: Michael Baker International
 9755 Clairemont Mesa Blvd.
 San Diego, CA 92124
 Attn: Wayne Papac
 858-614-5000
 ("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on OCTOBER 13, 2015 ("Agreement"), wherein CITY retained CONSULTANT to provide construction management and inspection services for the Cemetery Area Water Pipeline Replacement 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 \$ 97,680.00, 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: _____

MICHAEL BAKER INTERNATIONAL

[Same Person from the Company Sign Here]

[Their Current Title]

(The above signature should be notarized)

APPROVED AS TO FORM:

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

By: _____

Michael Baker
INTERNATIONAL

We Make a Difference

ATTACHMENT A

January 4, 2017

City of Escondido
Attn: Randy Manns
1521 South Hale Avenue
Escondido, CA 92029

**RE: CM Amendment Request No. 3 for Construction Management Services
Cemetery Area Water Pipeline Replacement Project**

Dear Mr. Manns,

Per your direction we offer the following: Our current CM contract is timed through February 28, 2017 which includes full-time management and part-time inspection. However, at the request of the City we modified our part-time inspection hours to provide full-time coverage as a result of continuing mainline pipe installation and a potential claim from the Contractor regarding private property water service connection work. Therefore, the current inspection budget has been expended more quickly than planned and requires replenishing in order to continue service.

The anticipated construction contract completion is now targeted for March 31, 2017. The associated contract time extensions were a direct result of multiple unforeseen conflicts and continuing differing site conditions. Furthermore, Contractor inefficiencies, and connections to existing pipelines also contributed to the accelerated depletion of the CM budget. We are also anticipating that the Contractor will perform the private property water service connection work under dispute which will require full-time inspection coverage in order to effectively monitor and document the conditions for claims resolution purposes.

Therefore, we respectfully request a contract amendment to add time and budget to allow for completion of the project and claims resolution. We have included our spreadsheet indicating estimated costs and levels of effort to perform the construction management and inspection services required to deliver this project. We are committed to moving the Project in a positive direction. Our estimate of \$97,680.00 is just that, any budget not used will remain with the City, and it is our full intent to avoid claims and costly disagreements with the Contractor. We ask your continued support and understanding as we work toward a safe and successful delivery of this challenging Project.

Michael Baker International (MBI) agrees to perform construction management services for the Cemetery Area Water Pipeline Replacement project, as outlined in their proposal, "Exhibit A," CM Scope of Services, Task 1 – Construction Services, on a time and material basis, **not to exceed \$97,680.00.**

MBI will only bill the City every 30 days for the work they performed during that time. Any remaining or unbilled portion of the contract amount will be retained by the City.

| | | |
|-----------------------|----------------------|-------------|
| Construction Manager: | 160 hrs @ \$147/hr = | \$23,520.00 |
| Inspection Services: | 480 hrs @ \$147/hr = | \$70,560.00 |
| Other Direct Costs: | 2 mos @ \$1,800/mo = | \$3,600.00 |

Total: \$97,680.00

Respectfully, Greg



Michael Baker International
Greg Gomez, PE

EXHIBIT A

CM SCOPE OF SERVICES

For The Cemetery Area Water Pipeline Replacement Project

PROJECT DESCRIPTION

The WORK of this Contract comprises but is not limited to the construction of approximately 3,820 lineal feet of 24-inch, 3,540 lineal feet of 20-inch, 3,490 lineal feet of 16-inch, 60 lineal feet of 12-inch, and 1,835 lineal feet of 8-inch diameter potable water pipeline including all components and appurtenances, and 2,545 lineal feet of 24-inch and 830 lineal feet of 8-inch recycled water pipeline including all components and appurtenances. The Construction Manager shall be responsible for the constructability review and managing all aspects of the construction project as directed by the City. An independent consultant has been retained to provide construction phase services that include reviewing shop drawings, answering requests for information, and responding to request for Change Orders and preparing "As-Built" record drawings.

CONSULTANT-FURNISHED SERVICES

TASK 1 Construction Services

The Consultant shall provide an experienced construction manager to perform full-time contract and construction management services. The contract duration is estimated to be 365 calendar days. **The City to provide a Construction Inspector** to perform those duties, the construction manager will document the work and confirm conformance with the plan and specification requirements. The construction manager's duties will also consist of the following activities:

- Preparation of written daily field reports for submittal to the City. Reports will include work performed, labor and equipment utilized, and a discussion of any work not conforming the plans and specifications.
- Provide support to the City's Inspector for special construction including excavation, backfill, and all piping and connections to existing facilities.
- Perform photographic documentation of construction activities in digital format.
- Observe and record all major materials delivery to the site to document they are in accordance with the specifications and approved shop drawings.
- Coordinate, review and observe all equipment testing and start up.
- Coordinate with City staff in the commissioning and startup of the completed facility.
- Provide special inspections not required of the contractor.

- Update project red line drawings during construction and review contractor red lines during course of construction.
- Conduct weekly progress meetings or more often as needed including job progress and schedule meetings with the Contractor, the City, and others as necessary. Prepare and distribute meeting minutes via email.
- Administer and track all "Submittal", "Request for Information", "Contractor's Request for Change Order", and other related forms. Provide appropriate response and/or recommendations to and from the City. Consult with City and Design Team on all technical matters. Notify all parties of issues that impact critical path schedule. Negotiate and recommend Change Orders on behalf of the City. Coordinate with Design Team as necessary.
- Monitor project permit conditions and related expiration dates and inform the City and Contractor when non-compliance is observed.
- Monitor and ensure Contractor's compliance with all requirements of project design specifications and drawings.
- Monitor Contractor's schedule each week, including the previous weeks' progress and Contractor's anticipated work. Make recommendations as necessary and inform the City as necessary of schedule issues.
- Process monthly progress pay estimates including review of Contractor's work progress with the City representative, review for accuracy, and comparison with actual work completed; make appropriate recommendations to the City on payment issues.
- Provide document control including processing and filing all project correspondence, documents, and drawings including conversion of all received documents into a .pdf format. The Construction Manager is to handle all paperwork between all parties.
- Prepare monthly construction management reports to include a detailed description of work completed, schedule status, submittals status, RFI status, design revision status, progress payment and overall contract status, and project photographs. The monthly reports will be prepared in a City-provided format including color copies of the digital photographs with captions of work performed. Electronic copies of the monthly reports will be provided to the City and other parties as requested.
- Conduct and coordinate preliminary and final walk-throughs with punch lists, start-up and testing, and closeout.
- Provide any needed claim support through final resolution. Our approach is to mitigate existing issues, resolve all future issues at the lowest possible level, and fervently practice claims avoidance.
- All soils and materials testing by others. We have not included any budget to cover this item.

Javier Barrientos, OSHA

Senior Inspector / Resident Engineer

Mr. Barrientos has over 28 years of experience in public works infrastructure construction located throughout Southern California. He has provided construction management and inspection on a variety of projects including water pipelines, water treatment plants, pump stations, channels, control gate structures, highways, roadways, bridges, and grade separations. Mr. Barrientos is well versed in utility coordination, contract administration, schedule control, cost control, design and constructability reviews, quality control and quality assurance, contract change order processing, payment requests, and CPM schedule review and maintenance.

RELEVANT EXPERIENCE:

Naples Island Sewer Improvement Project (Long Beach, CA) 2016 – Senior Inspector. Michael Baker was selected by the Long Beach Water Department to provide design, construction management, and construction inspection services for this \$463,900 sewer improvement project located on Naples Island in Long Beach. The work includes: replacement of 1,000 LF of 8" extra strength VCP, re-establishment of existing sewer service laterals to replaced sewer main, installation of approximately 150 LF of 8" CIPP, pre- and post-construction CCTV inspection of approximately 2,500 LF of sewer main, installation of 4 trenchless point repairs, abandonment of approximately 700 LF of sewer pipe; and water line relocation.

Serrano Water Treatment Plant (Orange, CA) Project Manager. This project for the Serrano Water District involved a 4 MGD water treatment plant which consisted of an instrumentation control building, a chemical and backup generator building, clarifier, carbon filtration chambers, supply and discharge CML pipeline. Duties included: managing 3 contracts simultaneously, involving plants, buildings, pump stations, pipeline and mechanical type projects, project site mobilization and set up, submittals, RFI's, RFC's, RFQ's, scheduling, procurement of materials, equipment rentals, timecard coding for payroll, design change tracking, change orders, correspondence, subcontractor billing, progress payment requests, job costing, cost analysis and project reports.

Calle Mayor & Walteria Pump Stations (Torrance, CA) Project Manager. This \$3.9 million project for the City of Torrance involved a subterranean pump station with remote control instrumentation to provide assistance at peak demand periods for the City supplied Water District. Duties included managing 3 contracts simultaneously, involving treatment plants, buildings, pump stations, pipeline and mechanical type projects, project site mobilization and set up, prepare submittals, RFI's, RFC's, RFQ's, schedule work and subcontractors, procurement of materials, equipment rentals, timecard coding for payroll, design change tracking, change orders, correspondence, subcontractor billing, progress payment requests, job costing, cost analysis and reports.

Licenses / Certifications:

OSHA 10-Hour Construction Safety Training

P3 Primavera Certified

Rail Road Worker Certified

Storm Water Pollution and Prevention Plan Training-24hr

Scaffolding Competent Person Certified

Trench Excavation Competent Person Certified

Years of Experience: 28

Education:

B.S., 1992, Construction

Engineering and

Management, California

Polytechnic State

University

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8
Date: January 25, 2017

TO: Honorable Mayor and Members of the City Council
FROM: Christopher W. McKinney
SUBJECT: Contract Amendment for the Chemical Bid Award with Polydyne, Inc.

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-12, authorizing an increase of \$150,000 to the chemical bid award with Polydyne, Inc. for the purchase of flocculent and coagulant chemicals. These chemicals are used at the Hale Avenue Resource Recovery Facility (HARRF) to aid the solids removal process.

FISCAL ANALYSIS:

The total amount of the City's current contract with Polydyne, Inc. is \$179,000, and with approval of this request, it will increase to \$329,000. Funding is available in the Wastewater Division's budget.

PREVIOUS ACTION:

On June 20, 2012, the City Council adopted Resolution No. 2012-91, awarding twelve (12) chemical bids to eight different vendors. One of the awarded bids was to Polydyne Inc. for flocculent (WE-888) and coagulant (WE-850), with unit pricing of WE-850 at 0.250 cents per pound, and WE-888 at 0.950 cents per pound.

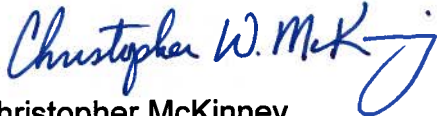
BACKGROUND:

In 2016 problems with the aeration system at the HARRF forced acceleration of the complete replacement of the plant's aeration system. During the replacement process, the plant's biological process was negatively impacted (as expected) because portions of the aeration system were out-of-service for extended periods. With a partial aeration system, it was more challenging for HARRF staff to provide sufficient oxygen to the secondary treatment process. Additional chemical treatment was required to ensure that the plant met all requirements of its discharge permit and that the plant could meet recycled water demand, a condition resulting in a drastic increase in chemical consumption. Thus, the annual purchase of polymers for flocculation and coagulation will exceed the original City-Council approved bid award and purchase order. The requested contract increase will allow wastewater staff to purchase coagulant and flocculent through the end of the current fiscal year. The

Contract Amendment for the Chemical Bid Award with Polydyne, Inc.
January 25, 2017
Page 2

aeration system replacement project proceeded and was completed without further impacts to the wastewater treatment facility.

Respectfully submitted,

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

Christopher McKinney
Director of Utilities

RESOLUTION NO. 2017-12

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A FIRST AMENDMENT TO THE
CHEMICAL BID AWARD WITH POLYDYNE,
INC. TO INCREASE THE CONTRACTUAL
AUTHORIZATION FOR CHEMICAL
PURCHASES THROUGH THE END OF THE
FISCAL YEAR**

WHEREAS, the City Council of the City of Escondido approved Chemical Bid Awards to Polydyne, Inc. for the purchase of polymer; and

WHEREAS, in FY 2016 due to premature catastrophic failure of the HARRF's aeration system, HARRF staff was forced to move forward with an accelerated and complete replacement of the aeration system. During replacement, the plant's biological process was affected. To keep up with production for typical summer recycled water demands, chemical consumption increased dramatically to maintain T-22 standards; and

WHEREAS, the additional chemical demand requires polymer purchases in excess of the originally approved bid award and resulting purchase order; and

WHEREAS, the Director of Utilities now recommends execution of a First Amendment to the Chemical Bid Award with Polydyne, Inc. to increase the amount of the purchase order ("PO") used for purchasing polymer to meet the plant's treatment requirements; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a First Amendment to the purchase order with Polydyne, Inc.

for \$150,000 in order to increase the contractually authorized amount for the purchase of polymer.

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 of the City of Escondido approves a First Amendment to the purchase order with Polydyne, Inc. for the total amount of \$150,000.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9

Date: January 25, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Jeffrey R. Epp, City Attorney
Christopher McKinney, Director of Utilities

SUBJECT: Global Agreement Between the City of Escondido and Vista Irrigation District

STAFF RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-20 authorizing the Mayor and City Clerk to execute the Global Agreement between the City of Escondido and the Vista Irrigation District ("VID").

BACKGROUND:

Between the two entities and their successors, a total of 18 agreements were entered into during a period spanning 1912 to 1998. The agreements affect various aspects of a local water system which includes facilities owned by Escondido and VID and allow water from the Warner Basin to eventually flow into the Dixon Lake Treatment Plant and then to the Escondido and VID service areas.

With the recent execution of a Settlement Agreement, with exhibits including a more detailed Implementing Agreement, and the adoption of federal legislation, an updated Agreement with VID is both appropriate and required.

The Global Agreement supersedes and replaces all of the prior agreements, whether listed or not, with the exception of agreements pertaining to the Dixon Lake Treatment Plant. The existing agreements for the Treatment Plant, as well as all aspects of the Treatment Plant, remain unaffected by this proposed action.

It is anticipated that the impending completion of the entire Settlement will provide an opportunity for a new level of cooperation between Escondido, VID, and the neighboring Indian Bands. The proposed Global Agreement will be an important part of this framework.

Even as the United States was forming Indian Reservations and giving them water rights to go along with the Reservations, it was giving the same water to local Non-Indian Residents by approving water and power projects that now serve the communities of Escondido and Vista.

Beginning in about 1875, the United States set aside Indian Reservations for the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians along or in the vicinity of the San Luis Rey River. Meanwhile, commencing in the 1890s, the City of Escondido's (Escondido) predecessors (the Escondido Irrigation District and the Escondido Mutual Water Company) began diverting San Luis Rey River water through the Escondido Canal (which traverses portions of the La Jolla, Rincon, and

San Pasqual Indian Reservations) to a storage reservoir (Lake Wohlford) from which the water was then released for use in the Escondido service area.

Since 1915, some of the water released from Lake Wohlford has generated electricity at the Bear Valley Power Plant. At about the same time, a portion of the flow in the Escondido Canal, usually not exceeding the first six cubic feet per second ("6 cfs") of natural flow, began being delivered through the Rincon Power Plant for use on the Rincon Indian Reservation.

Commencing in 1922, Vista Irrigation District's predecessors (William G. Henshaw and the San Diego County Water Company) began impounding the water originating in the upper portion of the San Luis Rey River watershed behind Henshaw Dam in Lake Henshaw. Lake Henshaw has been used by VID, Escondido, and their predecessors to store runoff from the watershed above Henshaw Dam for subsequent release into the San Luis Rey River for downstream diversion into the Escondido Canal. Since about 1926, a portion of the Henshaw water diverted through the Escondido Canal and the Bear Valley Power Plant has been delivered to both Escondido's and VID's service area.

The United States, by entering into and approving various contracts and permits with Escondido's and VID's predecessors facilitated the diversion and use of the waters of the San Luis Rey River by Escondido and VID and the use of tribal lands of the La Jolla, Rincon and San Pasqual Reservations and federal lands administered by the Bureau of Land Management for the conveyance of that water to Escondido and VID's service areas.

In June 1924, the Federal Power Commission (now the Federal Energy Regulatory Commission (FERC)) issued Escondido a 50-year license for Project No. 176 which included most of the facilities of the Local Water System and also authorized the use of federal and Indian lands.

Along with Lake Henshaw, VID owns the Warner Ranch. Since the early 1950s, VID, in conjunction with Escondido, has pumped ground water from the Warner Basin underlying Warner Ranch and stored the pumped water in Lake Henshaw for release into the San Luis Rey River and diversion into the Escondido Canal for conveyance of that water to Escondido and VID's service areas.

In 1969, litigation involving the La Jolla, Rincon, San Pasqual, Pauma and Pala Bands of Indians (Bands), the United States on behalf of the Bands, and Escondido and VID (Local Entities) was filed in the United States District Court for the Southern District of California to determine, among other things, the respective rights of the Bands, Escondido and VID to certain waters of the San Luis Rey River, and claims for trespass and breach of contract. Related matters were also contested among the same parties before FERC.

Over the next 15 years, these cases generated much litigation and even one United States Supreme Court decision. However, by 1985, with no final decision having been reached, all the Parties determined that they should attempt to reach a settlement.

In 1988, with the aid of local Congressman, Ron Packard, the Parties were successful in obtaining enactment of the *San Luis Rey Indian Water Rights Settlement Act* to provide for the resolution of the disputes that were the subject of the above-referenced federal district court litigation and the related FERC proceedings.

Recognizing that the waters of the San Luis Rey River were insufficient to supply both the needs of the Bands and the Local Entities and that the United States had in effect twice committed the approximately 16,000 acre foot annual yield of the upper San Luis Rey River watershed, once to the Indians when they had created their Reservations and a second time to the Local Entities when they had approved their contracts, permits and licenses, the Act agreed to arrange to supply the Settlement Parties with a supplemental water supply of 16,000 acre feet per year and also to pay the Bands \$30,000,000 in lieu of any damages.

The "arranging" of the source of supply for the 16,000 acre feet of "Supplemental Water" took more than a decade to accomplish. Finally in 2000, again with the aid of Congressman Ron Packard, the "Packard Amendment" was enacted which directed the Secretary of the Interior to furnish the Settlement Parties with: (1) 16,000 acre feet of water conserved by lining certain unlined portions of the All-American Canal (AAC) and its Coachella Branch; and (2) a permanent supply of power capacity and energy at no cost and at no further expense to the United States and the Settlement Parties in an amount sufficient to convey the Supplemental Water from Lake Havasu through the Colorado River Aqueduct to the places of use on the Bands' Reservations and to the service areas of Escondido and VID.


Thereafter, the Parties entered into several contracts to permit the conserved water to reach the service areas of the Parties. However, almost immediately various parties brought suits in both federal and state court challenging the AAC Lining Project and the validity of the Allocation Agreement and other agreements comprising the Quantification Settlement Agreement (QSA). Even with supporting federal legislation, this additional litigation took over a decade to be resolved.

In the meantime, the Bands and the Local Entities continued to negotiate on a final settlement of their various claims. Finally, in December 2014, the Bands and the Local Entities entered into an Agreement which would settle their claims and govern their future water delivery and land responsibilities viz-a-viz each other. In January 2015, the Bands, the Local Entities and the United States signed a formal Settlement Agreement.

On March 4, 2015, HR 1296 "*To amend the San Luis Rey Indian Water Rights Settlement Act to clarify certain settlement terms, and for other purposes*" was introduced by Congressman Duncan Hunter (and cosponsored by eight other Republican and Democratic House members) to approve and ratify all provisions of the Settlement Agreement. After Hearings before the House Natural Resources Subcommittee on Water, Power and Oceans on October 28, 2015, HR 1296 was subsequently incorporated as Section 3605 of the Water Infrastructure and Improvement for the Nation Act, which was approved by the Congress and signed by the President, and is now 114 Public Law 322.

Throughout the ongoing saga with the local water, Escondido and VID have continued their joint and cooperative relationship to bring the water to their respective residents. The 18 contracts entered into over time are well overdue for incorporation into a new global agreement.

Respectfully submitted,


Jeffrey R. Epp
City Attorney


Christopher McKinney
Director of Utilities

RESOLUTION NO. 2017-20

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE, ON BEHALF OF THE
CITY, AN AGREEMENT WITH VISTA
IRRIGATION DISTRICT FOR THE
ALLOCATION AND MANAGEMENT OF
LOCAL WATER AND FACILITIES**

WHEREAS, over the past 82 years, the City of Escondido and Vista Irrigation District have entered multiple agreements regarding various aspects of a local water system which includes facilities owned by both entities and which allows water from the Warner Basin to eventually flow into the Dixon Lake Treatment Plant and then to the Escondido and Vista Irrigation service areas; and

WHEREAS, with the recent execution of a Settlement Agreement, Implementing Agreement and adoption of a federal legislation, an updated and comprehensive Agreement with the Vista Irrigation District is appropriate; and

WHEREAS, this 2017 Agreement for the Allocation and Management of Local Water and Facilities will supersede and replace prior agreements, with the exception of agreements related to the Dixon Lake Treatment Plant; and

WHEREAS, the impending completion of the entire Settlement will provide a new level of cooperation between the City of Escondido, Vista Irrigation District and the neighboring Indian Bands and the proposed Agreement will be an important part of that framework; and

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor and City Clerk to execute, on behalf of the City, a Global Agreement with Vista Irrigation District which is attached as Exhibit "A," and incorporated by this reference.

**AGREEMENT BETWEEN THE CITY OF ESCONDIDO
AND THE VISTA IRRIGATION DISTRICT
FOR THE ALLOCATION AND MANAGEMENT
OF LOCAL WATER AND FACILITIES
("Local Entities' Agreement")**

This Agreement is entered between the City of Escondido ("Escondido") and the Vista Irrigation District ("Vista"). In consideration of the mutual covenants set forth below, the Parties agree as follows:

Article I. Explanatory Recitals.

1.A. WHEREAS, Escondido provides public water to the City of Escondido and other jurisdictions and Vista provides water to the City of Vista and other jurisdictions.

1.B. WHEREAS Escondido and Vista obtain a portion of their water supplies from a Local Water System consisting of wells, dams, lakes, canals and power plants which each has acquired over many years.

1.C. WHEREAS, Escondido is the successor to the rights and obligations of Escondido Irrigation District ("EID") and the Escondido Mutual Water Company ("Mutual"). Mutual acquired the assets of EID on May 31, 1905. Escondido began operation of Mutual's water system (integrating it with its water system) pursuant to an Operating Agreement effective on April 30, 1971. Escondido acquired Mutual's assets in a dissolution proceeding on December 30, 1987.

1.D. WHEREAS, Vista is the successor to William B. Henshaw ("Henshaw") and the San Diego County Water Company ("SDCWC"). Henshaw incorporated SDCWC on July 24, 1922 and, on December 18, 1922, transferred the Warner Ranch lands together with all his San Luis Rey River water rights to SDCWC in exchange for substantially all its capital stock and an agreement to perform all his related obligations. Vista purchased the outstanding common stock of SDCWC, assumed its contractual obligations, dissolved SDCWC and by a general conveyance received all of its assets and water rights on June 14, 1946.

1.E. WHEREAS, this Local Water System has been the subject of complicated litigation and legislation over the years, including claims by local Indian Bands and the United States of America. Escondido, Vista, the Bands and the United States have entered into a Settlement Agreement and an Implementing Agreement which resolve the various claims and controversies. The Implementing Agreement, contemplates this further Agreement between Escondido and Vista.

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1.F. WHEREAS, in addition to the Settlement Agreement and the Implementing Agreement, Escondido and Vista have more than 18 separate contracts between them and their predecessors on many different topics related to the Local Water System which have been developed over time and which need to be updated, consolidated and streamlined into a single document.

NOW THEREFORE, the Parties are entering into this Agreement for the purposes of: 1) allocating the duties and responsibilities between Escondido and Vista that are assigned to the Local Entities in the Implementing Agreement; 2) allocating water between Escondido and Vista; 3) setting forth management responsibilities of Escondido and Vista for the various elements of the Local Water System; and 4) establishing the framework for a mutually beneficial and amicable partnership to serve water to their respective customers and fulfill their responsibilities under the Settlement and Implementing Agreements.

Article II. Definitions.

2.A The definitions set forth in Exhibit A are incorporated into this Agreement by reference.

Article III. Priority of Agreements.

3.A The Settlement Agreement and any amendments and exhibits, including the Implementing Agreement, is incorporated into this Agreement by this reference. The Settlement Agreement and the Implementing Agreement shall prevail in the event of any conflict with this Agreement.

Article IV. Replacement of Agreements.

4.A This Agreement replaces and supersedes all previous agreements related to the local water system which were between Escondido and Vista or their predecessors, with the exception of the Escondido-Vista Water Treatment Plant Agreement dated July 23, 1971 as amended August 25, 1971, and December 13, 1991. For reference only, a list of the known prior agreements which are replaced is included in Exhibit B.

Article V. Term.

5.A This Agreement shall become effective (the "Effective Date") when both: 1) it has been executed by Escondido and Vista; and 2) the Settlement Agreement has taken effect. It shall remain in effect unless and until Escondido and Vista mutually modify or terminate it in writing.

Local Entities' Agreement

Article VI. Allocation, Removal and Enhancement of Local Water

6.A. Allocation of Local Water Between Escondido and Vista. Escondido and Vista each have the right to remove equal amounts of Local Water from the Local Water System each calendar year. When the total quantity of Local Water which is removed from the Local Water System by either Escondido or Vista during any calendar year is unequal, the difference shall be reconciled by delivering more Local Water to the Party originally removing less Local Water until the multi-year totals of Local Water removed by each Party are again equal.

6.B. Removal of Local Water from the Local Water System. Water is considered removed from the Local Water System for the benefit of either Escondido or Vista when it is:

- 1) delivered to the headworks of the Escondido-Vista Water Treatment Plant;
- 2) delivered to Lake Dixon;
- 3) used on the Warner Ranch as provided in sections 9.F.3 through 9.F.6 of the Implementing Agreement;
- 4) delivered by other mutually agreeable means.

6.C. Local Water Not Accounted as Removed from the Local Water System. Local Water shall not be accounted as removed from the Local Water System for the benefit of either Escondido or Vista during any calendar year when it is:

- 1) used for Vista's continuing and incidental use of water on the Warner Ranch, as described in sections 9.F.1 and 9.F.2 of the Implementing Agreement;
- 2) retained in storage in Lake Henshaw as Vista's Tier 1 Water as described in section 9.F.4 of the Implementing Agreement, to the extent that such water is used for recreational or environmental purposes. At Escondido's request, Vista shall make that portion of its stored Tier 1 Water that is not needed to maintain 2,500 acre feet of storage in Lake Henshaw available for delivery through the Local Water System for the benefit of the Local Entities in equal amounts;
- 3) delivered to the Indian Water Authority or any of the Bands as Local Rincon Water, Local Exchange Water, or Indian Surplus Option Water as described in sections 9.D, 9.E and 9.I of the Implementing Agreement;
- 4) lost to evaporation, evapotranspiration or to groundwater;
- 5) used for maintenance of the Local Water System in such a way that it cannot be recovered by the Local Water System;

Local Entities' Agreement

6) exceeds the capacity of any component of the Local Water System and hence is unavailable for delivery through the Local Water System; or

7) otherwise removed, lost or diverted from the Local Water System in such a way that it benefits neither Escondido nor Vista.

6.D Enhancement and Non-Degradation of Local Water. Both Parties have an interest in and shall cooperate to enhance the reliability, quantity and quality of Local Water. Neither Party shall undertake actions which have the potential to significantly degrade the reliability, quantity, or quality of Local Water without the other Party's concurrence.

Article VII. Administration and Reporting.

7.A. Administration. The responsibility for administering this Agreement shall be shared by Escondido and Vista, either by using their own staff, by retaining professional services, or through a combination. The Parties shall enter into Operating Memoranda to aid in the administration of this Agreement. All the costs associated with administration shall be shared equally by Escondido and Vista. Escondido and Vista shall meet and confer and shall jointly be responsible for the coordination of the requests for water by each, and shall be jointly responsible to prepare any accounting, reports and projections which may be required.

7.B. Reports and Projections. Escondido and Vista agree that neither shall issue or release any mutually required report or projection without coordinating with the other, including a reasonable opportunity to review and comment before the report is released. In addition to any other specific report or projection which may be required, the following list is specifically agreed upon:

| <u>Description</u> | <u>Implementation Agreement Reference</u> | <u>Date Due</u> |
|--|---|--|
| Initial estimate of Rincon Entitlement | 9.D.1(a) | October 15 |
| Assessment of Common Surplus Pool | 9.H.2 | October 15 and monthly thereafter |
| Annual accounting of water deliveries | 8.E.1 | January 15 |
| Correction to annual accounting | 8.E.3 | Within 30 days of discovery of discrepancy |

Local Entities' Agreement

| <u>Description</u> | <u>Implementation Agreement Reference</u> | <u>Date Due</u> |
|--|---|--------------------------------|
| Forecast of October 1 Henshaw Storage | 9.F.3 | April 15 |
| Forecast of October 1 Wohlford Storage | n/a | May 1 |
| Final quantification of Rincon Water Entitlement | 9.D.1(b) | May 15 |
| Annual local water outlook | 9.K.2 | May 15 |
| Projected schedule for the delivery of water | n/a | May 15 |
| Monthly accounting of Henshaw water balances; runoff; pumping; losses; releases; deliveries; outstanding water requests; and projections of future water availability to meet requests | 9.M.5 | 15 th of each month |
| Monthly accounting of Wohlford water balances; runoff; losses; and deliveries | n/a | 15 th of each month |

Article VIII. Operational and Financial Responsibilities of Escondido and Vista.

8.A. Ownership. This Agreement shall not change the manner in which Escondido and Vista hold legal or equitable title to any of the Facilities described in the following paragraphs. Maintenance and operation of the Facilities shall be conducted for mutual benefit and as part of a unified water system. The day to day operational control of each facility shall be assigned to either Escondido or Vista as set forth below. Unless a specific provision or mutual agreement provides otherwise, the entity with operational control of a facility shall also be responsible for all costs of operation, maintenance, repair, and replacement (for convenience, referred to as “OMR&R”). Escondido and Vista agree that each will exercise reasonable judgment in the execution of its OMR&R responsibilities and will, to the extent feasible, consult with the other prior to incurring significant or unusual OMR&R costs relating to that Facility. If either Escondido or Vista considers it advisable to take action to replace, reconstruct, or make additions and betterments to the Facilities, such Party shall so advise the other and meet and confer to develop plans, to undertake such replacement or betterment. Escondido and Vista shall cooperate in order that the Facilities will be operated, maintained, repaired, and replaced in accordance with good engineering procedures, efficient operating practices, and sound financial planning.

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8.B Within 60 days after the Effective Date, Vista shall prepare, execute, and provide quitclaim deeds transferring ownership of any facilities between the P1/P2 Pump Station and Wohlford Dam that are presently owned by Vista (i.e., bypass facilities at the Bear Valley Power Plant, portions of the active and abandoned siphon between the Power Plant and the EVWTP, and that portion of the Vista Flume upstream of the P1/P2 Pump Station) from Vista to Escondido.

8.C. Invoicing and Payments. Escondido and Vista each agree to maintain a system of accounts consistent with other similar public agencies and to track costs incurred in connection with this Agreement. In addition, each agree that any invoices for reimbursement of costs shall be prepared regularly, an annual statement reconciling periodic payments with the final OMR&R costs incurred from July 1 – June 30 of each year shall be prepared, and each shall pay all invoices due the other within sixty days. Escondido and Vista shall each have reasonable access to the other's books, records, documents and other evidence of its operation of the Facilities.

8.D. Meeting. Whenever requested by the other, the Parties shall share operational plans and budgets, meet and confer in order to explain current and future plans about operational practices, and receive questions, comments and suggestions about those plans.

8.E. Right of Inspection. Escondido and Vista each grant to the other the right to inspect all Facilities referenced in this Agreement at any time reasonable to the operation of each Facility, and subject only to reasonable advance notice.

8.F. Each Party's Right to Use Facilities. Except as otherwise provided herein, if unused capacity exists in any Facility, Escondido or Vista may use any or all of that unused capacity, providing that such use does not harm or interfere with the operations or management duties of the other Party.

8.G. General Liability Insurance. Each Party shall be separately responsible to carry such insurance, if any, which each may determine is appropriate to cover any legal liability either may have to third persons for tort damages (either personal or property) resulting from occurrences caused by omissions or commissions in the OMR&R of Facilities. Escondido and Vista shall always name the other Party as additionally insured on such policies.

8.H. Operating Memoranda. It is recognized that a close degree of cooperation and flexibility between Escondido and Vista is required to facilitate the efficient management and OMR&R of each Facility. To preserve such flexibility, certain items have been covered in this Agreement in general terms only with the understanding that additional detail shall be set forth in

Local Entities' Agreement

"Operating Memoranda." Each Operating Memorandum shall be approved in writing by Escondido and Vista and shall become a part of this Agreement and may be changed and amended from time to time as necessary.

Article IX. Facility Management Responsibility.

9.A. Warner Wellfield: Assigned to Vista. All OMR&R costs of the Warner Wellfield shall be calculated on a periodic basis and for the first five (5) years of this Agreement, those costs shall be shared 64.8 percent by Vista and 35.2 percent by Escondido. Costs incurred to protect and manage groundwater production from the Warner Wellfield shall be considered part of the Warner Wellfield OMR&R costs. The percentages for cost sharing subsequent years shall be agreed upon by the parties after meeting and conferring on the amount of water derived directly from the Warner Wellfield used by Escondido and Vista and sharing costs on a basis proportional to the use of water. Escondido and Vista may determine to calculate such cost sharing annually, agree on a longer term fixed percentage, or any other reasonable arrangement.

9.B. Lake Henshaw and Henshaw Dam. Assigned to Vista. All OMR&R costs in connection with Lake Henshaw and Henshaw Dam, shall be the sole responsibility of Vista except for mutual arrangements to maintain or enhance water quality. Escondido and Vista may each store water in Lake Henshaw to the extent that such storage does not interfere with the water delivery and storage rights of the other. When an allocated water storage account is established that is separate from an unallocated pool, that water storage account shall bear its proportion of storage losses.

9.C. Escondido Canal. Assigned to Escondido. All OMR&R costs shall be calculated on an annual basis and shared one-half (1/2) by Escondido and one half (1/2) by Vista

9.D. Rincon Penstock and Rincon Power Plant. Assigned to Escondido. Escondido shall have operational control of and bear all OMR&R costs in connection with the Rincon Penstock, the Rincon Power Plant and appurtenant Facilities. However, the Facilities on the Escondido Canal which provide for the diversion, regulation and measurement of deliveries from the Escondido Canal into the Rincon Penstock, and any access road needed to operate or maintain such Facilities, shall be considered part of the Escondido Canal.

9.E. Lake Wohlford and Wohlford Dam. Assigned to Escondido. All OMR&R costs in connection with Lake Wohlford and Wohlford Dam shall be the sole responsibility of Escondido except for mutual arrangements to maintain or enhance water quality. Escondido and Vista may each store water in Lake Wohlford to the extent that such storage does not interfere with the water

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delivery and storage rights of the other. When an allocated water storage account is established that is separate from an unallocated pool, that water storage account shall bear its proportion of storage losses.

9.F. Wohlford Penstock. Assigned to Escondido. All OMR&R costs shall be calculated on an annual basis and shared one-half (1/2) by Escondido and one half (1/2) by Vista.

9.G. Bear Valley Power Plant (BVPP). Assigned to Escondido. The OMR&R costs associated with the BVPP shall be calculated on an annual basis and shared one-half (1/2) by Escondido and one-half (1/2) by Vista. Escondido and Vista shall share power revenue equally. Within 60 days of the Effective Date, Vista shall pay 50% of the net book value of the BVPP.

9.H. BVPP Conveyance Facilities. Assigned to Escondido. The OMR&R costs of the BVPP Conveyance Facilities shall be calculated on an annual basis and shared one-half (1/2) by Escondido and one half (1/2) by Vista, except for power costs for the P1/P2 and Kill-Avo pump stations, which costs shall be shared proportionally to the water delivered to EVWTP by each Party.

9.I. Vista Flume. Assigned to Vista. Vista shall bear all OMR&R costs in connection with the Vista Flume. Until such time as Escondido's treated water distribution system is extended so that it is able to serve its Vista Flume customers directly, Escondido shall retain the right to serve its customers that have historically received service from the Vista Flume and shall reimburse Vista for any water so used.

Article X. San Pasqual Undergrounding Project.

10.A. San Pasqual Undergrounding Project is the relocation and replacement with an underground pipeline of most of that portion of the Escondido Canal, which traverses land within and in the vicinity of the San Pasqual Reservation. Escondido and Vista shall be jointly responsible for all costs of the San Pasqual Undergrounding Project, which shall be divided equally between them. Pursuant to the Implementing Agreement, Escondido and Vista shall be jointly responsible for implementing the San Pasqual Undergrounding Project, however as part of the Escondido Canal, Escondido shall have responsibility to manage the design and construction of the San Pasqual Undergrounding Project.

Article XI. Allocation and Delivery of Supplemental Water.

11.A. The allocation and delivery of Supplemental Water shall be as provided in the Implementing Agreement.

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Article XII. Transfer, Abandonment, or Discontinuance of Operation.

12.A. Escondido and Vista shall not discontinue operation of any Local Water System Facility except for routine repairs or maintenance, or unless they agree otherwise in writing. Neither Party shall unilaterally discontinue operations permanently, nor shall they abandon, or transfer any interest in any Facility without providing the other Party with the right of first refusal.

12.B In the event of a proposed transfer to a third party, the right of first refusal shall be on the same terms and conditions as the proposed transfer to the third party. The right of first refusal shall be presented in writing and shall provide the other Party at least one year to accept or reject. If the right of first refusal described above is not exercised, then the Party seeking to assign or transfer any part of the Local Water System to a third party may do so, subject to the requirements of the Implementing Agreement.

12.C. At least one year advance written notice shall be provided in the event either Escondido or Vista wish to permanently discontinue operations or abandon any of the Facilities. In the event operations are discontinued or abandoned, each Party shall have the right to assume ownership and operation of the Facility, without cost, as of the date of assumption.

12.D. Parties to Cooperate. In the event of any such abandonment, the Party abandoning those Facilities will cooperate with the efforts of the other Party and shall take all actions necessary to enable the other Party to carry out that responsibility including, but not limited to, providing access to and the right to use the Facilities and transferring or assigning rights-of-way or similar property interests necessary for the operation of the Facilities for so long as it is maintained as a functioning system for the delivery of water. If and to the extent that one Party decides to abandon some but not all of the Facilities, but continue to operate, maintain, or replace other Facilities, that Party shall do so in a manner that continues to fulfill their obligations under this Agreement and are necessary to provide and to deliver to the other Settlement Parties the water to which they are entitled.

12.E. No Payment for Assumption of Responsibility. The Party assuming the responsibility to operate, maintain, repair or replace any Facilities abandoned by the other Party shall not be obliged to make any payment to the other Party, either in rents, or for the reimbursement of past expenses, or for any other reason, but shall be responsible for all the costs of

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maintaining such Facilities as of the date of assumption.

12.F. Disposition of Local Water and Supplemental Exchange Water Upon Abandonment.

To the extent that all or part of the Local Water System necessary to delivery to the Local Entities has been abandoned by one Party as described in this Article, and the other Party has assumed the responsibility to maintain it, that portion of water and/or power produced and/or delivered by the abandoned system, and a corresponding proportion of Supplemental Exchange Water (as defined in section 1.AO of the Implementing Agreement) provided in exchange for Local Water provided by the Bands, will belong to the assuming Party. If the quantity of Supplemental Exchange Water thus provided by the Bands exceeds the capacity of the assuming Party to beneficially use it, the other Party shall have the obligation to purchase the excess Supplemental Exchange Water from the assuming Party under the same terms that the Local Entities have to purchase Surplus Supplemental Water from the Bands as described in section 8.E.2 of the Implementing Agreement.

12.G. Local Entities' Continuing Obligation to Purchase Surplus Supplemental Water.

Both Parties shall continue to have the obligation to purchase Surplus Supplemental Water as described in sections 8.E and 11.D of the Implementing Agreement without regard to whether one Party has exercised its right to discontinue operating, maintaining, or replacing all or part of the Local Water System.

12.H. Vista's Continuing Rights to Use Water on the Warner Ranch. In the event both or either Escondido or Vista exercise their right to discontinue the operation of any or all of the Facilities, Vista shall retain its rights to use water on the Warner Ranch in accordance with section 9.F of the Implementing Agreement.

Article XIII. Parties' Right to Cure.

13.A. If one Party fails to exercise any of its responsibilities as required under this Agreement or the Implementing Agreement, the other Party has the right to cure in accord with the following procedure. First, the other Party shall be entitled to receive written notice from the defaulting Party as soon as reasonably possible. Second, after such notice has been given the other Party shall have the right to pay or otherwise perform the obligation of the defaulting Party. Third, the defaulting Party shall take all actions necessary to enable the other Party to carry out that payment or otherwise perform that obligation.

Article XIV. Remedies.

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14.A. The remedies for breach of any provision of this Agreement or for negligence in carrying out the terms of this Agreement shall be limited to specific performance, including equitable relief, i.e., orders directing one or more Parties to comply with the terms of this Agreement, and/or compensation for actual damages for economic injuries resulting from non-compliance with the terms of this Agreement or from negligence in carrying out this Agreement. In no event shall any Party resort to self-help by withholding deliveries of water or any required payment under this Agreement, nor shall Escondido or Vista be liable to the other for any indirect, special, consequential or punitive damages.

14.B. If either Escondido or Vista cures the obligation or makes a payment owed as a result of this Agreement, the Party owing the obligation shall fully compensate the other Party.

Article XV. Resolution and Release of All Pending Claims, Controversies and Issues.

15.A. In consideration of all of the conditions and benefits provided under this Agreement, each Party agrees that all claims, known and unknown, of each Party against any other Party, based on any act or omission of any Party that occurred prior to the Effective Date of this Agreement are waived, relinquished and released as of the Effective Date of this Agreement. This waiver, release and relinquishment of claims consists of all claims, known and unknown, of Escondido and Vista against each other based on any act or omission of any Party that occurred prior to the Effective Date of this Agreement relating to the use and diversion of Water, the use of land and Facilities for the use and diversion of Water or any contract between or among any of the Parties regarding the Local Water Facilities.

15.B. Each Party acknowledges and agrees that the release of claims includes claims that are unknown to the releasing Party. In addition each Party certifies that it has read and waives the following provision of California Civil Code Section 1542:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

15.C. Each Party acknowledges that it is knowingly and deliberately releasing claims that may exist as of the date of this Agreement but which it does not know to exist, and which, if known, would materially affect its decision to execute this Agreement, regardless of whether the Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

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Nothing herein acknowledges the validity of any claims that are being waived, relinquished and released.

Article XVI. Protection Against Actions by Third Parties.

16.A. Cooperation with Respect to Actions or Proceedings by Third Parties. The Parties and each of them agree that as to any action or proceeding brought by third parties that challenges the effectiveness of this Agreement or that could result in interfering with, impairing or affecting the ability of any Party to implement, perform, and comply fully with all of the terms, conditions and provisions of this Agreement, each Party shall cooperate in protecting or defending the Agreement against any such action or proceeding by third parties.

16.B. Protection of Parties' Rights to Local Water. To the extent that it may be necessary to protect the right of any Party to store, divert or use Local Water consistent with this Agreement, each Party shall assert its water rights against third parties, and shall cooperate to protect their individual and collective rights to store, divert and use Local Water or Supplemental Water against adverse actions.

Article XVII. No Third Party Beneficiaries.

17.A. The terms and conditions of this Agreement are intended for the sole and exclusive benefit of the Parties, their successors, and assigns, and are not intended, and shall not be construed, to create any third party beneficiary rights to enforce the terms of this Agreement in any person or entity that is not a Party or a successor to or an assignee of a Party.

Article XVIII. Notices.

18.A. Current Addresses. All notices herein provided to be given, or which may be given by one Party to the other Party shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

City Manager
(With additional copies to City Attorney and Utilities Director)
City of Escondido
201 North Broadway
Escondido, California 92025

General Manager
(With additional copy to General Counsel)
Vista Irrigation District
1391 Engineer Street
Vista, California 920818836

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18.B. Change of Addresses. Any of said addresses may be changed at any time by written notice given by one Party to the other as provided above.

18.C. Notice by Personal Services or Other Means. Notice may also be electronically, by personal service or other means so long as mutually agreed upon.

Article XIX. Covenants.

19.A. Covenant of Good Faith and Fair Dealing. Neither Escondido nor Vista shall do anything which shall have the effect of harming or injuring the right of the other to receive the benefits of this Agreement. Each shall refrain from doing anything which would render its performance under this Agreement impossible, and shall do everything which this Agreement contemplates that such Party shall do to accomplish the objectives and purposes of this Agreement.

19.B. Covenant of Cooperation. The Parties shall cooperate with and assist each other in the performance of the provisions of this Agreement, including assistance in obtaining necessary permits and defending against activities by third parties. Each of the Parties shall cooperate with and provide reasonable assistance to the other in the performance of all obligations under this Agreement.

Article XX. Indemnity and Hold Harmless.

20.A. Each Party agrees to defend, indemnify and hold harmless the other Party, its directors, agents, officers, employees, and authorized volunteers, from all costs, damages, liability, and claims asserted by third parties that are caused by, or arise out of, or relate to, that Party's own negligence. To the extent that more than one Party is determined to have been negligent, the Parties agree that each Party shall bear its own portion or percentage of liability based on principles of comparative fault and to indemnify and hold harmless the other Party from that share.

Article XXI. Amendment.

21.A. No modification, waiver, amendment, discharge, or change of or to this Agreement shall be valid unless the same is in writing and signed by both Parties.

Article XXII. Dispute Resolution.

22.A. Notice of Dispute/Negotiated Resolution. In the event of any controversy, claim or dispute between the Parties arising out of or related to this Agreement, which has not been resolved by informal discussions and negotiations, either Party may, by written notice to the other, invoke

Local Entities' Agreement

the formal dispute resolution procedures set forth in this paragraph 22.A. The written notice invoking these procedures shall set forth in reasonable detail the nature, background and circumstances of the controversy, claim or dispute. During the thirty (30) business day period following receipt of said written notice ("Meet/Confer Period"), the Parties shall meet, confer and negotiate in good faith to resolve the dispute. Either Party, may, during the Meet/Confer Period, request the services of a professional mediator, or the other Party shall cooperate with this request and share the reasonable costs of such mediator. If, after the Meet/Confer Period, a mediator has not been requested by one or both Parties, then a mediator may be subsequently utilized only upon the mutual consent of the Parties; the reasonable cost of said mediator shall be shared by the Parties.

22.B. Litigation. If any controversy, claim or dispute between the Parties arising out of or relating to this Agreement cannot be settled or resolved amicably by the Parties either informally, or during the Meet/Confer Period of good faith negotiations provided for above, or after utilizing the services of a professional mediator, then a Party may bring an action in a court of competent jurisdiction against the other to settle the pending controversy, claim or dispute.

Article XXIII. Non-Waiver.

23.A. None of the provisions of this Agreement shall be considered waived by any Party except when such waiver is given in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or their relinquishment of any such rights for the future, but such provisions and rights shall continue and remain in full force and effect.

Article XXIV. Uncontrollable Force.

24.A. None of the Parties shall be considered to be in default in the performance of any of its obligations under this Agreement when a failure of performance is due to an Uncontrollable Force. The term "Uncontrollable Force" means: an action of the elements, excluding severe and/or prolonged drought or low flow conditions in the watershed of the Colorado River or the watershed of the San Luis Rey River; terrorism; the act or threat of any public enemy; Acts of God; court or agency order; war and war defense conditions; strikes or other labor disputes; fire, earthquake, flood or other natural disasters; or other causes beyond the control of one or more Parties. Each Party shall use reasonable diligence to avoid any such delay or default and to resume performance under this Agreement as promptly as possible after any such delay or default. However, nothing

Local Entities' Agreement

contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of an Uncontrollable Force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability to the fullest extent practicable with all reasonable dispatch.

Article XXV. Governing Law and Venue.

25.A. This Agreement shall be interpreted, governed by and construed under the laws of the State of California. Venue for actions under this agreement shall be in the San Diego County Superior Court, North County Branch.

Article XXVI. Miscellaneous.

26.A. No Construction Against Any Party. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and/or their counsel, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its counsel or representatives participated in drafting it or any portion of it.

26.B. Severability. Any provision of this Agreement that is found to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any of the remaining provisions thereof. In the event any such provision of this Agreement is so held invalid, the Parties shall promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect. To the extent permitted by applicable law, the Parties hereto hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

26.C. Representation of Authority. Each Party represents and warrants to the others that it has the full right and authority to enter into this Agreement, and further that it has the power, authority and ability to carry out the obligations assumed and promised hereunder, and is not presently aware of any pending event that would, or could, hamper, hinder, delay, or prevent the timely performance of said obligations.

Local Entities' Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below:

CITY OF ESCONDIDO

By: _____
Mayor Date

By: _____
City Clerk Date

Approved as to form: By: _____
City Attorney Date

Approved as to form: By: _____
Special Counsel Date

VISTA IRRIGATION DISTRICT

By: Mandy Miller _____ 1/18/17
President, Board of Directors Date

By: Elden Boone _____ 1/18/17
General Manager Date

By: Tim R Sato _____ 1-18-17
Board Secretary Date

Approved as to form: By: J. McEater _____ 1/18/17
Special Counsel Date

Exhibit A
of the Local Entities' Agreement
Definitions

In general, the terms utilized in the Local Entities' Agreement are as defined in the Implementing Agreement, with noted exceptions being "Agreement" and "Parties". While not all of the terms adopted from the Implementing Agreement are duplicated in this section, several terms are repeated here for convenience, and other terms are defined here uniquely.

1.A. "Agreement" means this Agreement, which is the agreement referred to in section 3.E of the Implementing Agreement as "Agreements Between the Local Entities".

1.B. "Bands" mean the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians.

1.C. "Bear Valley Power Plant" or "BVPP" means the hydro-power generating facility and as described in the "Conditional Order Granting Exemption From Licensing (Conduit), Accepting Surrender of License, and Dismissing Relicense Application," 140 FERC ¶ 62,226, issued by FERC on September 25, 2012.

1.D. "BVPP Conveyance Facilities" means those pipelines, flumes and pump stations that convey water from the tailrace of the BVPP to the EVWTP Facilities. The pipelines, flumes and pump stations that convey water from the tailrace of the BVPP to the EVWTP Facilities include: 1) approximately 7,210 feet of a 54- and 48-inch pipeline from the tailrace of the BVPP to approximately the intersection of Foxley Lane and Lake Wohlford Road; 2) the 36- and 42-inch pipeline from the termination of the 54-inch pipeline to a the beginning of the Jack Creek Bench of the Vista Flume; 3) the Jack Creek Bench of the Vista Flume from its beginning to the overflow structure and intake of the P1/P2 pump station; 4) the P1/P2 pump station itself; 5) the 36-inch discharge piping and influent meter from the discharge of the P1/P2 pump station to the point where it joins the 42-inch Dixon Influent pipeline, where it becomes a common facility of the EVWTP; 6) the 30-inch pipeline from termination of the 54-inch pipeline described above to the intake of the Kill-Avo pump station; 7) the Kill-Avo pump station itself; and 8) the 30-inch discharge pipeline from the discharge of the Kill-Avo pump station to the point where joins the 42-inch pipeline that delivers raw water from the SDCWA to the headworks of the EVWTP.

1.E. "Diversion Dam" means the facility located on the La Jolla Indian Reservation that diverts Local Water from the San Luis Rey River into the Escondido Canal.

Exhibit A - Local Entities' Agreement

1.F. "Escondido Canal" means the approximately 14 mile water conveyance system which transports water across portions of the La Jolla, Rincon and San Pasqual Reservations and federal and private lands to Lake Wohlford.

1.G. "Escondido-Vista Water Treatment Plant" or "EVWTP" means the water treatment plant located on land owned by Escondido below Lake Dixon.

1.H. "Facilities" means all Facilities of the Local Water System, including: Lake Henshaw; Henshaw Dam; the Warner Wellfield; the Escondido Canal; Lake Wohlford; Wohlford Dam; the Wohlford Penstock; the BVPP; the BVPP Conveyance Facilities; and the Vista Flume.

1.J. "Implementing Agreement" means the "Implementing Agreement Among the City of Escondido, California, On Its Own Behalf and as Successor to the Escondido Mutual Water Company, the Vista Irrigation District, the San Luis Rey River Indian Water Authority, and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians Pursuant to the San Luis Rey Indian Water Rights Settlement Act, Public Law 100-675, as Amended", dated December 5, 2014.

1.K. "Indian Water Authority" means the San Luis Rey River Indian Water Authority, a permanent intertribal entity established pursuant to duly adopted ordinances of the Bands recognized and approved by the Settlement Act.

1.L. "Lake Henshaw" means the reservoir above the Henshaw Dam which stores surface and pumped water from the upper 206 square miles of the San Luis Rey River watershed.

1.M. "Lake Wohlford" means the reservoir above the Bear Valley Dam (sometimes referred to as Lake Wohlford Dam) which serves as the terminal storage facility for Local Entities' Water.

1.N. "Local Entities" means Escondido and Vista.

1.O. "Local Water" means water in the watershed of the San Luis Rey River that originates above the Diversion Dam, water that originates above the Escondido Canal and is susceptible to being captured in the Escondido Canal, and for purposes of this Agreement, water from the Escondido Creek watershed that is captured in Lake Wohlford.

1.P. "The Local Water System" collects water in Lake Henshaw by pumping from the Warner Wellfield, controlling it behind the Henshaw Dam, from which it is released down the San Luis Rey River, is diverted by the Diversion Dam, flows through the Escondido Canal into Lake Wohlford, is controlled by Lake Wohlford Dam, is released down the Wohlford Penstock, flows through the Bear Valley Power Plant, and then flows through the BVPP Conveyance Facilities to

Exhibit A - Local Entities' Agreement

the EVWTP, and then goes through the Vista Flume for delivery to Vista and a few Escondido customers.. From top to bottom, water is added to the system from rainfall and runoff.

1.Q. “Rincon Penstock” means the pipeline that delivers water from the Escondido Canal to the Rincon Reservation.

1.R. “Rincon Power Plant” means the hydro-power generating Facilities that were constructed about 1915 on the Rincon Reservation.

1.S. “Settlement Act” means Title I of Public Law 100675, enacted on November 17, 1988, 102 Stat. 4000, Title I (as amended by section 117 of the Act of November 13, 1991, Public Law 102154, 105 Stat. 990, 10121013; section 1017 of the Act of October 14, 1998, Public Law 105256, 112 Stat. 1896, 1899; section 211 of the Act of October 27, 2000, Public Law 106-377 Appendix B, 114 Stat. 1441A70 and Public Law 114-322 § 3605 (December 16, 2016)) known more fully as the “San Luis Rey Indian Water Rights Settlement Act.”

1.T. “Settlement Agreement” means the “Settlement Agreement Between the United States and the La Jolla, Rincon, Pala, Pauma, and San Pasqual Bands of Mission Indians and the San Luis Rey Indian Water Authority and the City of Escondido and Vista Irrigation District,” dated January 30, 2015, and as may be amended from time to time.

1.U. “Supplemental Water” means water provided for the use and benefit by the Settlement Parties pursuant to section 106 of the Settlement Act.

1.V “Vista Flume” means the system of flumes and pipelines conveying water from the vicinity of the EVWTP to the Vista service area.

1.W. “Warner Ranch” means the approximately 43,000 acres of land in San Diego County owned by Vista on which Henshaw Dam, Lake Henshaw, and the Warner Wellfield are located.

1.X. “Warner Wellfield” means the Facilities operated on the Warner Ranch to pump groundwater, including wells, pumps, canals, pipelines, electrical distribution equipment and switchgears, control systems and equipment, ditches, and private access roads necessary to operate and maintain these facilities, both as existing at the time of execution of this Agreement, and as modified in the future by the abandonment of existing wells, canals, pipelines, and related appurtenances, or the addition of new ones, or by construction of replacement or substitute Facilities.

Exhibit A - Local Entities' Agreement

1.Y. "Wohlford Penstock" means the pipeline which delivers water from Lake Wohlford to the BVPP, and the bypass and surge mitigation Facilities that bypass the BVPP to deliver water to the BVPP Conveyance Facilities.

Exhibit B - Local Entities' Agreement

Exhibit B
of the Local Entities' Agreement
Superseded Agreements

1. June 21, 1912 Agreement Between Escondido Mutual Water Company and William G. Henshaw.
2. November 10, 1922 Agreement Between Escondido Mutual Water Company and San Diego County Water Company.
3. April 23, 1926 Carrying Contract Between Vista Irrigation District and the Escondido Mutual Water Company.
4. April 30, 1926 Notice from Escondido Mutual Water Company to San Diego County Water Company Exercising Option to Purchase an Additional 1500 Acre Feet of Water Each Year.
5. July 21, 1926 Carrying Contract Between Vista Irrigation District and the Escondido Mutual Water Company.
6. October 16, 1928 Agreement Between San Diego County Water Company and Escondido Mutual Water Company re: Mutual's Purchase of 117 Acres of Land for the Purpose of Increasing the Storage Capacity of Lake Wohlford.
7. February 18, 1935 Carrying Contract Between Vista Irrigation District and the Escondido Mutual Water Company.
8. October 1, 1941 Agreement Between Escondido Mutual Water Company and San Diego County Water Company.
9. February 9, 1943 Agreement Between Escondido Mutual Water Company and San Diego County Water Company.
10. October 21, 1943 Option Agreement Between San Diego County Water Company and Escondido Mutual Water Company extending time for Escondido Mutual Water Company to purchase an additional 1000 Acre Feet of Water annually.
11. December 30, 1943 Letter from Escondido Mutual Water Company to San Diego County Water Company Exercising Option to Purchase an additional 166 Acre Feet of Water Annually.
12. February 17, 1944 Letter from Escondido Mutual Water Company to San Diego County Water Company Exercising Option to Purchase an additional 834 Acre Feet of Water Annually Making a Total of 5000 Acre Feet.

Exhibit B - Local Entities' Agreement

13. September 11, 1950 Temporary Pumping Agreement Between Vista Irrigation District and Escondido Mutual Water Company.
14. August 10, 1951 Agreement Between Escondido Mutual Water Company and Vista Irrigation District Supplementing the Temporary Pumping Agreement.
15. March 26, 1957 Agreement Between Escondido Mutual Water Company and Vista Irrigation District (Second Supplement to Temporary Pumping Agreement).
16. July 1960 Agreement for Arbitration Between Vista Irrigation District and Escondido Mutual Water Company.
17. September 1, 1970 Agreement Re Pending Litigation Between Vista Irrigation District and Escondido Mutual Water Company.
18. April 26, 1979 Agreement Re Pending Litigation and Disputes not yet in Litigation Between Vista Irrigation District, Escondido Mutual Water Company and City of Escondido.
19. July 16, 1998 Amendatory Agreement Between the City of Escondido and Vista Irrigation District Providing for Superintendence by City of Certain Jointly Used Facilities.

ORDINANCE NO. 2017-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING TWO ALTERNATIVE MASTER AND PRECISE DEVELOPMENT PLANS AND A ZONE CHANGE FROM R-1-7 TO PD-I FOR APPROXIMATELY 5.76 ACRES OF LAND GENERALLY LOCATED ON THE SOUTHERN SIDE OF HARMONY GROVE ROAD, SOUTH OF ENTERPRISE STREET, ADDRESSED AS 1925 HARMONY GROVE ROAD

Planning Case Nos.: PHG 16-0012 and ENV 16-0008

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 a public hearing has been held before the Planning Commission and City Council on this issue.

SECTION 2. That on December 13, 2017, the Planning Commission recommended approval of two alternative Master and Precise Development Plans (Resolution No. 6082) in conjunction with a Zone Change from R-1-7 (Single-Family Residential, 7,000 SF min. lot size) to PD-I (Planned Development–Industrial) for a proposed industrial development on approximately 5.76-acres of land.

SECTION 3. That the City Council has reviewed and considered the Mitigated Negative Declaration (City File No. ENV 16-0008) and 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 the project,

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



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11

Date: January 25, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Graham Mitchell, City Manager
Jeffrey R. Epp, City Attorney

SUBJECT: Business Enhancement Zone (BEZ) Project Consisting of an Economic Incentive Agreement for the La Terraza Springhill Suites by Marriott Hotel

STAFF RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-10 authorizing execution of an Economic Incentive Agreement for the La Terraza Springhill Suites by Marriott Hotel (Case No. 2007-18-PD).

FISCAL ANALYSIS:

The Project includes an economic incentive agreement to provide for a hotel that was originally approved in 2007. The proposed Economic Incentive Agreement is a 10-year agreement and provides that in exchange for the hotel project meeting certain standards, the City will make future incentive payments which are based on the amount of transient occupancy tax generated by the project. On an annual basis for the term of the agreement, the City will retain 40 percent of the transient occupancy tax (T.O.T.) and make incentive payments in the amount of 60 percent of the T.O.T. generated by the project for that year, with the total of payments not to exceed \$1.8 million. Thereafter, no incentive payments will be made and the City will have realized a new hotel project generating the expected T.O.T. of \$380,800 annually. It is estimated that during the term of the agreement, the City's 40 percent share of T.O.T will realize \$1.68 million in revenue.

ENVIRONMENTAL REVIEW:

A Final Environmental Impact Report, City Log No. ER 86-43 was certified for the La Terraza Master Development Plan and Tract 693 on December 23, 1987. The EIR concluded that visual and traffic impacts would be significant and not mitigable. Pursuant to Section 15091 of the California Environmental Quality Act (CEQA), the City Council adopted a written Statement of Overriding Considerations that the economic, social, and aesthetic benefits of the project outweighed the unavoidable adverse impacts. Pursuant to CEQA Section 15162, no additional EIR need be prepared for subsequent changes proposed by the project since there are no substantial changes in the project that require major revisions to the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

BACKGROUND:

In June of 1999, the City Council approved a modification to La Terraza Subareas 3, 4 and 5 to create the La Terraza Corporate Center (99-14-PD) consisting of a 154-room hotel on Subarea 3, an athletic club on Subarea 4, and 144,000 SF of office space and a 7,500 SF restaurant on Subarea 5. The 24-Hour Fitness building was constructed as a result of that approval. A modification to Subarea 5 was approved in June of 2002 to delete the 7,500 SF restaurant and build a 23,500 SF office building that is now occupied. Subsequent modifications to Subarea 5 were approved by the City Council in September of 2005 to allow a 35,871 SF, three-story office building and May of 2006 for an 81,519 SF, four-story office building.

On October 19, 2005, the City Council approved a Master and Precise Development Plan on Subarea 3 of La Terraza, which consists of two separate lots located on the north side of the 24 Hour Fitness building. Approval was granted for a four-story, 100-room, business-class hotel and an approximately 44,000 SF three-story office building. A modification to the office building was approved by the City Council on October 17, 2007, and modification to the hotel property was approved on November 28, 2007.

The proposed Economic Incentive Agreement provides the necessary incentive to make this hotel project economically feasible for the community. The City of Escondido is authorized to collect transient occupancy taxes from hotels and motels throughout the City pursuant to Revenue and Taxation Code Section 7280 and Escondido Municipal Code Section 25-75 et. seq. and these taxes are used for the general benefit and operations of the City of Escondido. The City's Business Enhancement Zone (Escondido Zoning Code, Article 69, commencing with Section 33-1450) authorizes certain types of economic assistance to encourage projects that provide significant public benefit and strengthen the image and appearance of the City. Among other benefits, this project will create a new stream of transient occupancy tax revenue to the City.

The City Council Economic Development Subcommittee (Mayor Abed and Councilmember Masson) met and considered this project at a meeting on January 3, 2017. After reviewing the former agreement and financial considerations, and hearing from staff and the applicant, the Subcommittee requested further analysis of the proposed economic terms to assure that the economic incentive was appropriate and necessary. This analysis will be conducted by Keyser-Marston & Associates and presented to the full City Council prior to approval of the Agreement.

Based on the prior approval, the information in this staff report, and the anticipated supporting information from Keyser-Marston approval of the Agreement is recommended.

Respectfully submitted,



Graham Mitchell
City Manager



Jeffrey R. Epp
City Attorney

RESOLUTION NO. 2017-10 (R)

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING AN ECONOMIC DEVELOPMENT
INCENTIVE AGREEMENT FOR SPRINGHILL
SUITES BY MARRIOTT IN LA TERRAZA

Case No. 2007-18-PD

WHEREAS, pursuant to Article 69 of the Escondido Zoning Code, the City Council of the City of Escondido, California, did, on December 12, 2007, consider and approve a modification to a Master and Precise Development Plan (2007-18-PD) for the Springhill Suites by Marriott Hotel project in the La Terraza Corporate Center development; and

WHEREAS, said City Council approval included a Hotel Economic Development Incentive Agreement in which the City agreed to help make the hotel financially feasible by entering into an Agreement sharing revenue from transient occupancy taxes that will be generated by the new hotel located on a 1.68-acre site located on the eastern side of La Terraza Boulevard, between Ninth Avenue and West Valley Parkway, addressed as 300 La Terraza Boulevard; and

WHEREAS, the prior agreement was not fulfilled and a new developer now seeks an Economic Development Incentive Agreement; and

WHEREAS, this City Council desires to approve said request;

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 upon consideration of the material in the staff report (a copy of which accompanies this report), and all other oral and written evidence on this project, this City Council authorizes the Mayor and City Clerk to execute the Economic Development Incentive Agreement for the Springhill Suites by Marriott in La Terraza as attached as Exhibit "A," and which is incorporated by this reference.



HOTEL ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Agreement is made this _____ day of _____, 2017.

Between: MAGNOLIA HOTEL, INC.
 10660 Scripps Ranch Blvd, Suite 100
 San Diego, CA 92131
 ("Operator")

And: CITY OF ESCONDIDO
 a Municipal Corporation
 201 N. Broadway
 Escondido, California 92025
 ("City")

Witness That Whereas:

- A. The City of Escondido is authorized to collect transient occupancy taxes from hotels and motels throughout the City pursuant to Revenue and Taxation Code Section 7280 and Escondido Municipal Code Section 25-75 et. seq. Such taxes are used for the general benefit and operations of the City of Escondido; and
- B. The City of Escondido has also adopted a Business Enhancement Zone (Escondido Zoning Code, Article 69, commencing with Section 33-1450) for the purpose of inducing and facilitating business operations that provide significant public benefit and strengthen the image and appearance of the City of Escondido.
- C. City wishes to provide economic incentives for hotel facilities because providing such incentives encourages the operation of hotels which might not be otherwise viable and the operation of quality hotels in the City furthers the economic climate for businesses and citizens in the City, provides employment, provides needed services, and generates transient occupancy tax revenue in excess of amounts made available in the form of incentives; and
- D. Operator has represented that it will operate a Springhill Suites by Marriott Hotel consisting of 105 rooms on a 1.68-acre site and located on La Terrazza Boulevard, east of Interstate 15, between Valley Parkway and Ninth Avenue, which is (collectively identified in this Agreement as "the Hotel"). The site is more precisely described on Exhibit A, which is attached and incorporated by this reference and the Hotel is described further in La Terrazza Hotel Master and Precise Plan, as amended in Planning Case # 2007-18-PD, approved by the City Council on November 28, 2007, and in accordance with all governmental requirements, as defined in Section 4 of this Agreement below.

- E. Operator will enter into a 20-year franchise agreement with Marriott International, Inc. for the operation of a Springhill Suites hotel. The Franchise Agreement will contain requirements which Operator must follow in the management, staffing, operation, furnishing and maintenance of the Hotel. The Franchise Agreement will also require Operator to comply with all provisions of a Marriott International, Inc. "System Standards Manual" governing the operation of the Hotel; and
- F. The Hotel is located within the Business Enhancement Zone of the City.

NOW THEREFORE, it is mutually agreed by and between Operator and City as follows:

1. Term. This Agreement shall commence automatically on the date which the City Council adopts a resolution authorizing the Mayor and City Clerk to execute this Agreement, and end no later than the last Annual Incentive Payment has been made, as set forth below.
2. City Payment. In exchange for the Operator's covenants and commitments set forth in this Agreement, City shall make an incentive payment to Operator, during the term, in the maximum amount of \$1,800,000.00 ("Incentive Payment"), as follows:
 - A. Time of Payment: The Incentive Payment shall be paid made through a series of Annual Incentive Payments commencing on February 15 of the calendar year following the commencement of operations (as defined and required in Section 7), until such time as the maximum amount set forth above has been paid. However, in no event shall any Annual Incentive Payments be made after the 10th anniversary of the first Incentive Payment, unless Operator requests and City agrees to provide an additional two years to reach the maximum amount. City shall not unreasonably withhold agreement to any such request for the additional two years.
 - B. Amount of Annual Incentive Payment: Each Annual Incentive Payment shall be in an amount equal to 50% of the prior calendar year's Transient Occupancy Tax actually collected for the Hotel based upon returns filed pursuant to Section 25-81 of the Escondido Municipal Code or any successor code section. The first and last Annual Incentive Payments shall be based upon the portion of the prior calendar year during which operations have commenced as defined and required in Section 7).
 - C. Operator and City shall cooperate to determine whether or not each Annual Incentive payment can reasonably be made by City in two installments occurring at regular intervals each year, or at such other times as may be mutually convenient for the parties.
3. Use and Operation of the Site. Operator covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site, as follows:
 - A. To commence operations of the Hotel as defined in Section 7 as a Springhill Suites Brand of Marriott International in accordance with the Franchise Agreement.
 - B. For the term of this Agreement to continuously use and operate the Hotel in accordance with the following. During such Operating Period the Hotel shall be

operated under the name of Franchisor and be operated by Operator. In addition, the City shall have the right, acting in its reasonable discretion, to approve any proposed changes in the Franchisor and/or Operator of the Hotel provided that such proposed franchisor and/or proposed operator shall operate the Hotel at a quality standard not less than that imposed by the Franchisor pursuant to the Franchise Agreement initially executed hereunder and provided further that such proposed franchisor and/or proposed operator shall have the financial capability and operating experience equivalent or greater than the Franchisor and/or Operator, as the case may be, and shall consent to continue to operate, or cause the operation, as the case may be, of the Hotel in the condition and at a quality level substantially equivalent to the condition and quality level, as the case may be, as existed as of the date of Commencement of Operation.

4. Compliance With Governmental Requirements. The Operator shall carry out the operation of the Hotel in conformity with all Governmental Requirements. Upon the request of the City, the Operator shall certify to the City that it is in compliance with the requirements of this Section. "**Governmental Requirements**" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, the Operator or the Site, including all applicable state labor standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Sections 51, *et seq.* If Applicable, Operator and its contractors and subcontractors shall comply with all governmental requirements applicable to public works, including without limitation the payment of prevailing wages in compliance with Labor Code Section 1770, *et seq.*, keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hour requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto.
5. Maintenance Covenants. During the term of this Agreement, the Operator covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that the Operator shall maintain the Site and the Hotel to the curb line, in good condition conforming to all applicable local laws, and shall keep the Site free from any accumulation of debris or waste materials. The Operator shall maintain the landscaping required to be planted on the Site in a healthy condition in accordance with the approved landscape plan. The Site shall be maintained in compliance with the applicable provisions of the City Municipal Code. The foregoing covenants shall run with the land.
6. Minimum Quality with Respect to the Hotel. During the term of this Agreement, the furniture, fixtures and equipment for each guest room shall be at least equivalent in quality to the furniture, fixtures and equipment in the Marriot System Standards Manual or any successor document.
7. Commencement of Hotel Operations. Operator shall have the Hotel open for business in such a manner as to generate transient occupancy tax no later than October 31, 2018 and at all times during this Agreement shall operate the Hotel in a commercially

reasonable and productive manner. City shall respond in a prompt and expeditious fashion to all permit submittals by Operator and any delay resulting from the City's failure to respond in a prompt and expeditious fashion shall entitle Operator to request a commensurate extension of the commencement date set forth earlier in this Section. City shall not unreasonably withhold approval of any such request. Likewise, Operator may request an extension of the commencement date as a result of any delay caused by fire, strikes, or labor disputes, riot, war, acts of God, governmental orders or regulations or similar contingencies which are beyond the control of Operator, and City shall not unreasonably withhold approval of any such request.

8. Payment of Transient Occupancy Taxes. The specific and timely performance of all obligations of Operator to pay Transient Occupancy Taxes under the Escondido Municipal Code is a material part of this Agreement, and this Agreement shall not alter any provision of the Escondido Municipal Code or the California Revenue and Taxation Code pertaining to transient occupancy taxes, and all such taxes shall be due and payable at all times according to law. Nothing in this Agreement shall relieve Operator of its obligations to file all returns and other reports in a timely manner, and to remit the full amount of transient occupancy taxes due and payable to the City pursuant to Section 25-75 et. seq. the Escondido Municipal Code. The failure of Operator to make all transient occupancy tax payments lawfully due and payable under these Sections shall render this Agreement null and void, provided that City shall have first given Operator written notice of such failure and 60 days opportunity to cure. Thereafter, in the event such failure has not been cured in full, City shall be under no obligation to make any further Annual Incentive Payments.
9. Property Maintenance. Operator agrees to maintain the Property in a condition which is in compliance with all applicable local and state laws, and the violation of any such laws, whether or not civil or criminal action is commenced for such violation, shall be a breach of this Agreement.
10. Operator's Indemnity. The Operator shall Indemnify the City (and it's elected officials and employees) from all Liabilities of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including without limitations of the obligations to proceed in accordance with the governmental requirements as set forth in section 4, and for any damages to property or injuries to persons, including accidental death (and attorneys fees and costs), which may be caused by acts or omissions of the Operator under this Agreement, whether such activities or performance thereof be by the Operator or by anyone directly or indirectly employed or contracted with by the Operator and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Operator shall not be liable for property damage or bodily injury if and to the extent such property damage or bodily injury is directly and proximately caused by the sole or gross negligence or willful misconduct of the City or its agents or employees.

The Operator shall have the obligation to defend any such action covered by this Section; provided, however, that this obligation to defend shall not be effective if and to the extent that Operator determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case Operator shall compromise or settle such action in a way that fully protects City from any liabilities. In this regard, Operator's obligation to defend shall include the right to hire (subject to the reasonable written approval by the City) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the

right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against Operator and/or City. If Operator defends any such action, as set forth above, it shall Indemnify the City Indemnitees from and against any Liabilities assessed or awarded against any of them by way of judgment, settlement, or stipulation.

11. Taxes and Assessments. At all times, the Operator shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Hotel, subject to the Operator's right to contest in good faith any such taxes. The Operator shall remove or have removed any levy or Attachment made on the Site or any part thereof with respect to real estate taxes and assessments on the Site accruing after the commencement of the Term, or assure the satisfaction thereof within a reasonable time. The Operator shall not apply for or receive any exemption from the payment of property taxes or assessments on any interest in or to the Site or the Hotel.
12. Relationship Between City and Operator. It is hereby acknowledged that the relationship between the City and the Operator is not that of a partnership or joint venture and that the City and the Operator shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Hotel. The Operator agrees to indemnify, hold harmless and defend the City from any claim made against the City arising from a claimed relationship of partnership or joint venture between the City and the Operator with respect to the development, operation, maintenance or management of the Site or the Hotel.
13. City Approvals and Actions. The City shall maintain authority of this Agreement and the authority to implement this Agreement through the City Manager (or his duly authorized representative). The City Manager shall have the administrative authority to make approvals, issue interpretations, waive provisions, and/or enter into amendments of this Agreement on behalf of the City so long as such actions do not materially or substantially change the uses or development permitted on the Site, or add to the costs incurred or to be incurred by the City as specified herein, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.
14. Prohibition. The qualifications and identity of the Operator are of particular concern to the City. It is because of those qualifications and identity that the City has entered into this Agreement with the Operator. Accordingly, commencing on the date of this Agreement and continuing until the end of the term, (i) no voluntary or involuntary successor in interest of the Operator shall acquire any rights or powers under this Agreement, (ii) Operator shall not make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Hotel thereon, (collectively referred to herein as a "Transfer"), without the prior written approval of the City, except as expressly set forth herein. Notwithstanding anything herein to the contrary, no transfer shall be permitted unless it is with respect to the entirety of the Hotel.

15. Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City approval of a Transfer shall not be required in connection with any of the following:
- A. Any Transfer to an entity or entities in which Operator retains at least fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities.
 - B. The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate the Hotel.
 - C. Any requested assignment for financing purposes (subject to such financing being leasehold financing and considered and approved by the City pursuant to this Section).
16. City Consideration of Requested Transfer. The City agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to Section 15, provided the Operator delivers written notice to the City requesting such approval be accompanied by evidence regarding the proposed transferee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section and as reasonably determined by the City. The City may, in considering any such request, take into consideration such factors as (i) the quality of any proposed new and/or replacement operator (ii) the proposed transferee's past performance as operator of similar developments, (iii) the current financial condition of the proposed transferee, and similar factors. The City agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form reasonably satisfactory to the City Attorney shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Operator's written notice requesting City approval of a Transfer pursuant to this Section, the City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Operator shall promptly furnish to the City such further information as may be reasonably requested.

17. Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Operator and its permitted successors and assigns. Whenever the term "Operator" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.
18. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or

their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

19. Entire Agreement. This Agreement and its Attachments 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 this Agreement and any of its Attachments, the provisions of this Agreement must prevail. If the parties desire to amend this Agreement, the amendment must be executed by all parties in writing.
20. 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.
21. 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 North San Diego County, California.
22. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons who have signed below. Each party agrees to promptly send notice of any changes of contact or other information to the other party, at the address first written above.
23. Non-Liability of Officials and Employees of the City. No member, official or employee of the City or the City shall be personally liable hereunder, in the event of any Default or breach by the City or for any amount which may become due to the Operator or its successors, or on any obligations under the terms of this Agreement.
24. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

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.

MAGNOLIA HOTEL INC.

Date: _____

Signature

Name & Title (please print)

Date: _____

CITY OF ESCONDIDO

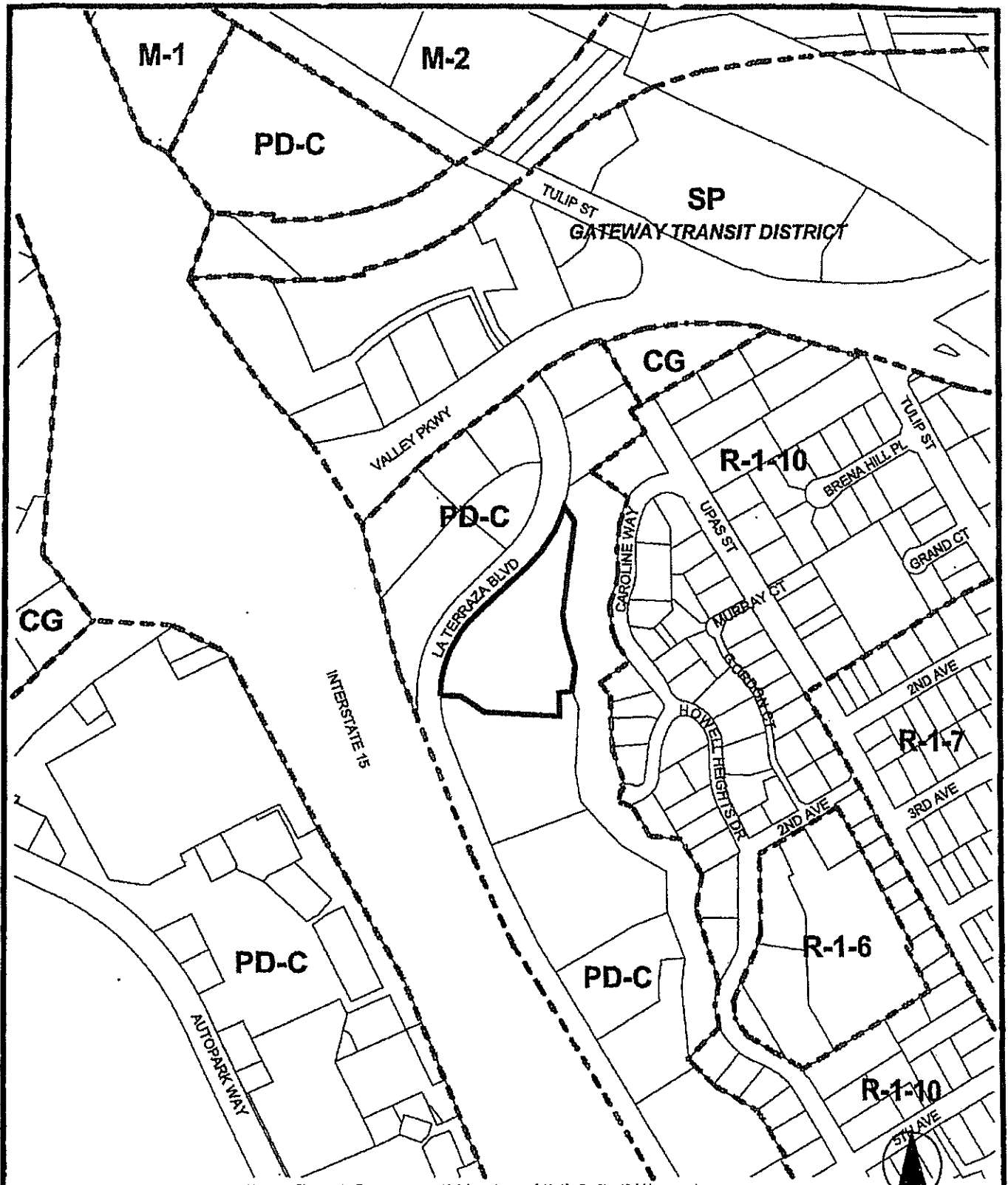
Sam Abed, Mayor

Diane Halverson, City Clerk

(The above signature must be notarized)

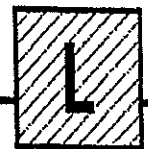
APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

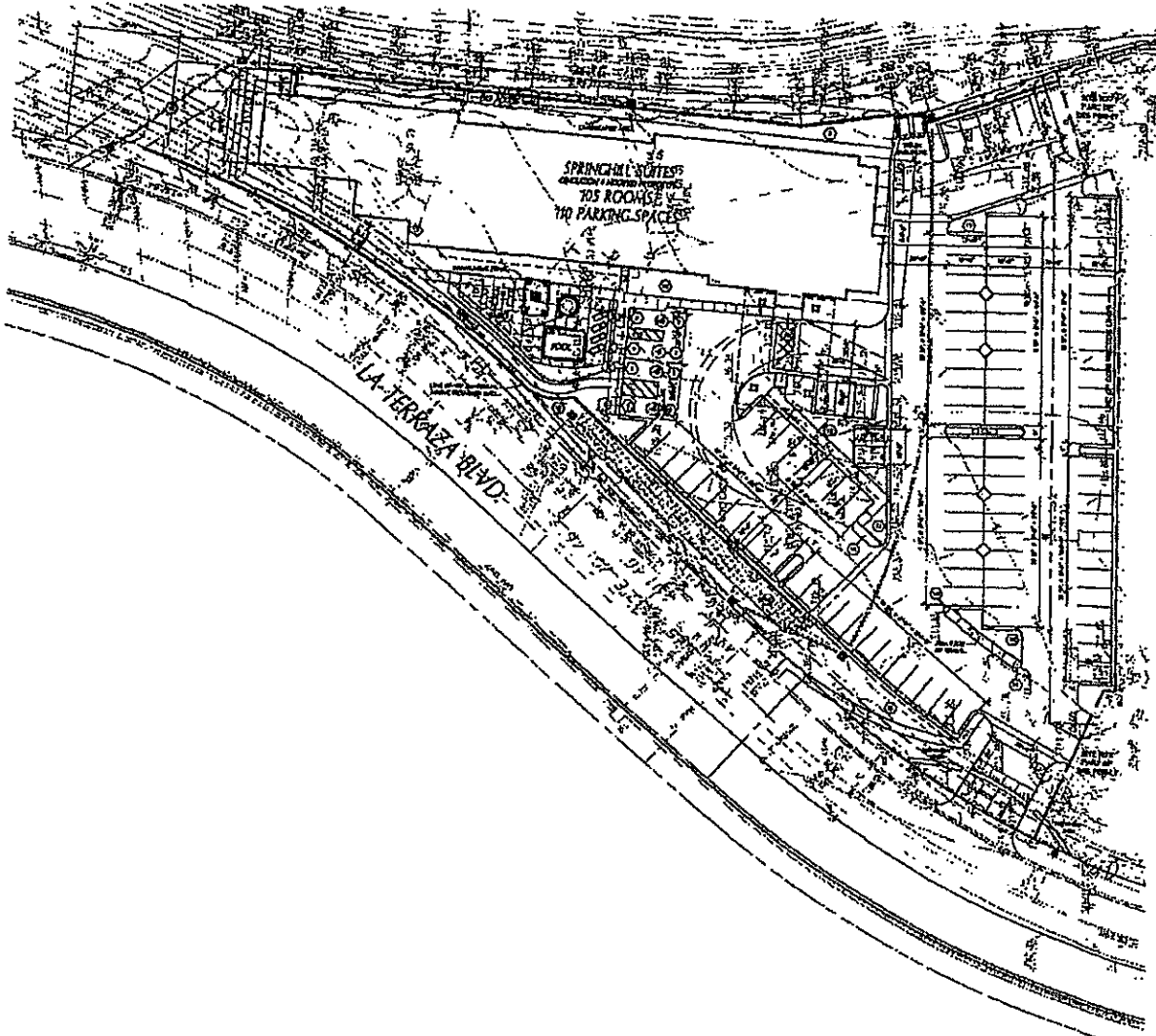


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PRECISE DEVELOPMENT PLAN 2007-18-PD



LOCATION/ZONING



REVISED



**PRECISE DEVELOPMENT PLAN
2007-18-PD**



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12
Date: January 25, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Diane Halverson, City Clerk

SUBJECT: Appointments to Building Advisory and Appeals Board, Planning Commission, and Public Art Commission

RECOMMENDATION:

It is requested that the City Council ratify the Mayor's appointment to (1) fill a regular vacancy on the Building Advisory and Appeals Board, term to expire March 31, 2018; (2) fill an unscheduled vacancy on the Planning Commission, term to expire March 31, 2018; and (3) fill two unscheduled vacancies on the Public Art Commission, terms to expire March 31, 2018.

BACKGROUND:

One vacancy occurred on the Building Advisory and Appeals Board when an inadequate number of applications were received during the annual recruitment in March 2016. One application was received during the subsequent noticing period:

- Robert McQuead

One Vacancy occurred on the Planning Commission following a letter of resignation from Robert McQuead. A Notice of Vacancy was posted for a 10-day period in accordance with State law and City policy. Ten applications were on file from the previous recruitment period and four applications were received during the noticing period:

- Bonilla, Carlos
- Glen Brouwer
- Gregory Buckner
- Dan Conner
- Rod Dossey
- Julie Eldridge
- Rick Elkin
- Robert Frey
- Irene Lewis
- Christian Maehler
- Eric Magee
- James McNair
- Barbara Saad
- Vanessa Schumert

A Notice of Vacancy was also posted for a 10-day period following letters of resignation from Barbara Preston and Jean Will, indicating that they were no longer able to serve on the Public Art Commission. One application was on file and four additional applications were received during the posting period:

- Matthew Cowell
- Wendy Hammerstrom
- Rose Osvold
- Vanessa Schumert
- Ana Marie Velasco

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.: 13
Date: January 25, 2017

TO: Honorable Mayor and Members of the City Council
FROM: Loretta McKinney, Director of Library and Community Services
SUBJECT: Skate Park Report and Recommendation

RECOMMENDATION:

It is requested that the City Council provide input and direction regarding the potential development of a skate spot in Washington Park and major capital upgrades to the skate park in Kit Carson Park.

FISCAL ANALYSIS:

There are no funds currently allocated for a skate park upgrade or new development. If directed to consider the projects, staff will return with a funding strategy.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the City Council Action Plan regarding Neighborhood Improvement.

PREVIOUS ACTION:

None

BACKGROUND:

In the 2015/2016 City Council Action Plan, the City Council directed staff to examine the existing skate park and to conduct a study of other potential skate sites in the City. This report will provide information on the background of the City's current skate park, describe the research completed on this topic, and will offer a recommendation on the next steps for the City Council's consideration.

In 1997 the City of Escondido opened the Escondido Sports Center at Kit Carson Park. The Sports Center includes hockey and soccer arenas and a 22,000 enclosed square foot skate park. At the time it was built, this feature was considered a "state-of-the-art" skateboard park.

Currently, the City's skate park receives approximately 3,274 participants each year and earns approximately \$25,981 in revenues annually. Since the skate features are made of wood, the annual cost to replace the wood and make ongoing repairs is approximately \$20,000, including materials and

staff time. Total operating expenses (staff and utilities) amount to \$76,948. A recent evaluation of the Sports Center skate park by a professional skater and skate park designer commented that this skate park is "Amazing, but intense. It is built for 80 percent scooters, 15 percent (BMX) bikers, and 5 percent skateboarders. A new skate park should be for all ages and all levels." The current skate park is high maintenance and does not meet the needs of all types of skaters.

Skate Park and Skate Plaza Analysis:

To provide a thorough assessment of the existing skate park and the need for new skate parks in Escondido, staff toured various skate parks in San Diego County, met with several skate park designers/skate professionals, attended a skate park development webinar, and met with a potential funding source and design engineers to determine possible design and construction costs. Staff also examined the different City parks as potential skate park sites. The skate park development webinar provided much of the research resources used in this Staff Report, including the *Public Skatepark Development Guide*: <http://publicskateparkguide.org>

General considerations of the research are:

- There is an involved process to develop and build a new skate park/plaza, including but not limited to:
 - Researching various funding agencies
 - Site selection
 - Obtaining community consensus (including skaters/parents/naysayers)
 - Design development and construction procedures
- There are various potential funding sources:
 - Tony Hawk Foundation
 - Kaiser Permanente
 - Vans and/or other corporate sponsors
 - State and Federal (Parks, Housing Related Park Grants, etc.)
 - San Diego County
 - Private donors
 - In-kind donations (materials, labor, equipment)
- Associated Costs:
 - Depending on site issues and including design, construction and administrative contingencies, the cost is \$50 per square foot
- Location:
 - Accessible for youth
 - Visible from the street/main thoroughfare

- o Close to schools
- o Ease of monitoring
- o Close to other public facilities such as libraries, recreation centers and fire stations

Methodology for Determining Skate Park Needs Based On Population Using the Skatepark Adoption Model (SAM)

Standards do not always apply to all situations; however, they provide a benchmark to use in determining the potential needs for projects. The methodology for determining the skate parks needs for communities as recommended by the *Public Skatepark Development Guide* is the Skatepark Adoption Model (SAM).

According to the Model, demographics for the City of Escondido indicate that there is a potential 4,000 casual skaters. To meet the needs of these skaters, excluding the existing 22,000 square foot Kit Carson Park Sports Center, an additional 39,000 square feet of skate area is needed for Escondido.

Definitions and Other Considerations of Regional Skate Parks, Neighborhood Skate Parks and Skate Spots

Regional Skate Parks are 20,000 square feet or larger. They serve a population of 75,000 residents and have a 100+ user capacity. The largest regional skate parks in the United States rarely exceed 30,000 square feet. At \$50 per square foot, the anticipated minimal cost to construct a 20,000 sq. ft. skate park would be approximately \$1 million.

Neighborhood Skate Parks are between 8,000 and 10,000 square feet. The neighborhood skate park serves a population of 25,000 residents and has a 53 to 66-user capacity. At \$50 per square foot, the anticipated minimal cost range to construct an 8,000 to 10,000 sq. ft. neighborhood skate park is \$400,000 to \$500,000.

Skate Spots range from 3,000 to 5,000 square feet. This size of skate park serves 12,000 residents and a 20 to 35 user capacity. At \$50 per square foot, the anticipated minimal cost range to construct a 3,000 to 5,000 sq. ft. skate spot is \$150,000 to \$250,000.

Location Considerations

The standard service area for locating neighborhood skate parks is a one-mile radius. Other environmental issues, both beneficial and obstructive, influence the location of all types of skate parks. Some obstructions include freeways, industrial business zones, and distance from housing. Natural obstructions can include creeks, steep hills, rural areas, as well as foliage that prevents clear

visibility of the skate parks. Beneficial environs include adjacency to public attractions such as shopping centers and malls, roads and walkways, housing, schools, as well as public facilities such as recreation centers, libraries, and fire stations.

Although many of the City parks would accommodate neighborhood skate parks and/or skate spots, based on the aforementioned information, staff have identified the following parks for potential future skate facilities:

| | |
|---------------------|--|
| Grape Day Park: | 5,000 sq. ft. skate spot |
| Jesmond Dene Park: | 1,500 sq. ft. skate spot |
| Kit Carson Park: | 13,000 sq. ft. neighborhood skate park |
| Mountain View Park: | 1,500 sq. ft. skate spot |
| Washington Park: | 5,000 sq. ft. skate spot |
| Westside Park: | 1,500 sq. ft. skate spot |

The suggested parks meet the criteria of being close to schools, within residential zones, and close to other amenities, either business and/or recreational.

Based on the City's needs, staff recommends focusing its attention on constructing a skate park at Washington Park and redesigning the skate facility at Kit Carson Park in the future.

Methods of Operations

In the past, and as the skate park in Kit Carson Park is currently operated, skate facilities were fenced, had specific open hours, and were staff monitored. The total 2015-2016 fiscal year operating costs for the Kit Carson Park skate facility was \$96,948 and 3,274 skaters/BMX bikers used the park, resulting in the cost per skater/biker being \$30 per person.

While few regional-sized facilities still operate in this manner, most of the larger neighborhood skate parks such as the City of Carlsbad's Alga Norte (10,500 sq. ft.), City of Encinitas' (13,000 sq. ft.), and Lakeside's Lindo Lake skate park (15,000 sq. ft.) are not fenced, not staffed, and are open during park hours (usually dawn to dusk), unless they are lighted for evening use.

Those parks that have no fences and staffing post signs with the skate park rules and regulations. The signs note that the park is unsupervised and "Skate at your own risk." Included in the rules and

regulations are statements about wearing proper gear, skating to one's ability, and minimum age use; no graffiti, drugs, smoking, or amplified music; use of proper language, no formal contests, and no pets. The statements are followed by pertinent ordinance and/or code citations with the hours of operation and emergency phone numbers.

Construction Cost

In addition to the size consideration, there are many other variables that factor into the cost of constructing a skate park. Since the skate sites recommended in this report are located in existing parks, the cost of other amenities such as restrooms, paths, and lights are already paid for. However, some sites might have design constraints such as soil conditions, drainage, or other environmental issues.

According to the *Public Skatepark Development Guide*, "Concrete is unequivocally the only material you should be considering for your public municipal skatepark." Using general contractors instead of skate park specialists are not recommended, as they are not experienced with building skate park structures that work. The use of pre-fabricated features is also discouraged because they don't last and will need replacing. Most important is the design should be specific to the community served by the skate facility and not an 'off-the-shelf' concept.

The skate park budget is broken down as 10 to 15 percent for design and 85 to 90 percent for construction costs. Construction costs include, but are not limited to, demolition, staff and administration costs, permits, site preparation, materials, inspections, landscaping, and contingencies. The average cost range for designing and building skate parks is \$50 per square foot.

Conclusion

Staff research concluded that while the City of Escondido's existing skate facility at Kit Carson Park was originally "state-of-the-art", it is now under-utilized, cost-inefficient to operate, and in need of replacement. The funding to pay for a remodel or new construction for this size of facility is not readily available. Due to its location in a higher income area, the remodel or new construction cannot be covered by Housing-Related Park grant funds. Capital Improvement Program funds cannot pay for remodel or maintenance on facilities, though the funding can pay for a new facility. The general consensus from local professional skate park designers is to 'demo the skate site and start new'. There are several considerations if the skate park were to be rebuilt, such as the location of the new skate park could be moved just south of Fire Station 4, leaving the existing skate site open to other sports fields such as soccer, or the existing facility could be demolished and the new skate park would be located at the same site. The recommendation is to hold-off on remodeling or with new construction on the Kit Carson Park skate facility. Approximate construction costs are:

- A new 13,000 sq. ft. facility would be approximately is \$650,000

- A new 20,000 sq. ft. regional facility would be approximately \$1,000,000

Staff recommends placing a skate spot in Washington Park where the basketball courts are currently located. A skate spot would provide a variety of features that would appeal to all levels and ages of skaters. The funding that is allocated in the City's Capital Improvement Program to repurpose the tennis courts in the park will be used to move and enlarge the basketball courts, replacing the tennis courts. Due to its location, Washington Park is eligible for Housing Related Park grant and other low to moderate income grant funds as well as creek enhancement funds. Since this would be a new project, a skate spot in Washington Park also meets the requirements to use Capital Improvement Program – Park Development Funds. Approximate construction costs for a new skate park are:

- A new 5,000 sq. ft. skate spot would be approximately \$250,000

The aforementioned suggested park locations and sizes of skate sites, including Kit Carson Park, total 27,500 square feet, or slightly less than half of the recommended 61,000 square feet for a city with Escondido's population and assumed skater demographic. However, keeping in mind the all location considerations, the parks identified meet the recommended criteria for ideal skate spots and neighborhood skate parks. These park sites and sizes provide a guide for future planning.

Recommendation and Next Steps

The one location that is ideal to build a skate spot is Washington Park. Until funding is identified, keeping the Kit Carson Park skate facility in operation and building another skate site in the City would provide local youth with an additional location option, which would be at no cost to the skaters and would provide skate features for all types and levels of skaters. Washington Park is centrally located, is a heavily used park, would provide an outdoor activity for the youth who have no other entertainment options, and is easily accessible via the Creek walk and public transportation. Washington Park is also located in a high-density neighborhood, near schools, a recreation center, and other shopping malls. Due to its location, the Park also qualifies for a variety of grant funding.

For these reasons, staff requests the City Council's input and direction on pursuing the potential development of a skate spot in Washington Park while maintaining current operations at the Kit Carson Park skate facility until project details and funding can be identified.

Respectfully submitted,



Loretta McKinney
Director of Library and Community Services



FUTURE CITY COUNCIL AGENDA ITEMS
Updated January 18, 2017

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

February 1, 2017
4:30 p.m.

| | |
|--|--|
| | <p>CONSENT CALENDAR</p> |
| | <p>Bid Award for 2017 Fleet Replacement Vehicles (S. Bennett)</p> <p><i>On December 15, 2016 request for bids were mailed to nine vendors and on January 5, 2017, three bids were received and opened.</i></p> |
| | <p>Final Map, Escondido Tract SUB 15-0003, Located at 332-444 West Washington Avenue (J. Procopio)</p> <p><i>This project was recommended for approval by the Planning Commission on July 28, 2015 as Resolution No. 6048. The City Council approved the Subdivision on August 19, 2015 as Resolution No. 2015-135R and approved the Master and Precise Development Plans on August 26, 2015 as Ordinance No. 2015-17R. This Final Map is in substantial conformance with the approved Tentative Map, Master and Precise Development plans and subject to the Conditions of Approval.</i></p> |
| | <p>State of California 9-1-1 For Kids Funding (C. Carter)</p> <p><i>The Escondido Police Department will receive funding to reimburse costs for 9-1-1 education materials. Each year Escondido Public Safety Dispatchers visit local schools and provide information about how students can correctly use 9-1-1.</i></p> |
| | <p>Walmart Community Grant (C. Carter)</p> <p><i>The Escondido Police Department received a Walmart Community Grant in the amount of \$500. Grant funds will be used to purchase Police Department supplies for community events including Crusin' Grand, the Escondido Street Faire, the Grape Day Celebration, and the Independence Day Celebration.</i></p> |
| | <p>FY 2015-16 Urban Area Security Initiative (UASI) Training Grant (C. Carter)</p> <p><i>The Escondido Police and Fire Departments received a total of \$569,126 in FY 2015-16 UASI Grant funds. The funding must be spent on the following: \$550,000 to cover mandatory updates for dispatch equipment, and \$19,126 for Police and Fire training.</i></p> |

February 1, 2017
Continued

CONSENT CALENDAR Continued

Consideration of the Escondido Country Club Professional Services Agreement
(B. Martin)

New Urban West filed an application to develop the Escondido Country Club into a residential subdivision. The application was submitted on October 31, 2016. Through a deposit agreement, New Urban West would like to fully fund an extension staff position for the duration of the project, to manage the review of the Escondido Country Club development proposal, under provisional terms.

Campaign Control Ordinance
(J. Epp)

Request the City Council consider amendments to Chapter 2, Article 7 of the Escondido Municipal Code and provide direction for final changes and adoption.

PUBLIC HEARINGS

TEFRA Hearing – Escondido Biofuels Facility/Anaergia Application for Funding from the California Municipal Finance Authority
(C. McKinney)

Anaergia is pursuing tax exempt debt financing for the Escondido wastewater plant project through the California Municipal Finance Authority, a joint powers authority of which the City of Escondido is a member. In order to obtain tax exempt financing, both the Internal Revenue Code and the CMFA's joint powers agreement require the subdivision where the project is located approve the issuance of tax exempt financing for the project.

Proposed Water, Wastewater, and Recycled Water Rate Adjustments
(C. McKinney)

A public hearing to consider proposed adjustments to water, wastewater, and recycled water rates and fees.

CURRENT BUSINESS

Library Radio Frequency Identification and Automated Materials Handling Projects: Bid Award for Purchase and Installation
(L. McKinney)

Installation of RFID and AMH systems will improve patron self-service, expedite processing of materials, and enhance security and inventory control. Technology utilized via these systems provide staff efficiencies resulting in improved customer service.

BMX Course
(G. Mitchell)

City Council is being asked to provide guidance regarding the location of a BMX course and direction as with the operation of a future BMX course.

FUTURE AGENDA ITEMS (D. Halverson)

February 8, 2017
NO MEETING (SANDAG)



City Manager's **WEEKLY UPDATE** to City Council

January 19, 2017

SPECIAL EVENTS

No Special Events this week

- For information about other activities taking place in Escondido, please visit www.visitescondido.com

ECONOMIC DEVELOPMENT

The following free small business offerings are going to start next month at City Hall in partnership with the North San Diego Small Business Development Center:

- Feb. 10, 9 a.m. – Noon
“Meet the Buyers” event in City Council Chambers, Training Room #1 and Mitchell Room, 9 a.m. - Noon
Small businesses will learn how to sell their products and services to government and large corporations. Partners include Assemblymember Marie Waldron, the North San Diego Small Business Development Center and the Department of General Services. Presentation will be followed by an for small businesses to have one-on-one discussions with buyers. SBDC typically draws 85-100 attendees to these events.
- Beginning on Feb. 10, a small business consultant will be holding 1:1 consulting sessions every Friday in the Parkview Room from 1-4 p.m. Typically small business owners would have to commute out to Carlsbad to meet with consultants at the SBDC office there, so this will provide greater access to help with business plan development, marketing, financing, accounting and other areas where small businesses need guidance.

For more information, contact Michelle Geller, Economic Development Manager, at mgeller@escondido.org or 760-839-4587

COMMUNITY DEVELOPMENT

Major Projects Update

Commercial / Office:

1. Escondido Research and Technology Center – East (ERTC) (Developer: James McCann) –
This is a 72,000 square foot medical office building proposed on the east side of Citracado Parkway across from Palomar Medical Center located at 2130 Citracado Parkway. A grading

City Manager's WEEKLY UPDATE to City Council

permit has been issued by the Engineering Division. Building plans have been submitted for plan check. The applicant has recently requested to install a temporary paved parking lot in this area to serve the hospital. A grading plan for the temporary parking lot was approved June 13, 2016. Revisions to that plan are currently being reviewed.

2. Escondido Research and Technology Center – West (ERTC) (Developer: James McCann) – This is a 144,000 sq. ft. development involving two medical office buildings proposed on the west side of Citracado Parkway across from Palomar Medical Center located at 2097 – 2175 Citracado Parkway. A grading permit has been issued by the Engineering Division. Esgil and the Planning Division have approved the building plans. A fee deferral agreement has been signed and the building permit was issued June 23, 2016. A tentative parcel map (TPM) for office condominiums was approved on July 12, 2016. A Final Parcel Map was submitted by the applicant on July 25, 2016, and is currently being reviewed by Planning and Engineering. A modified building permit to add a linear accelerator has been approved.
3. Centerpointe 78 Commercial (Developer: Lars Andersen, Pacific Development) – *No change from the following update reported last week:* This project is a 45,650 sq. ft. supermarket and restaurant located at 925 N. Broadway. The project was approved by the City Council on December 9, 2015. Demolition of the former auto dealership has been completed down to the foundation. Grading plans have been submitted to Engineering and Planning for review. Building plans for the supermarket were submitted to the Building Division on September 14, 2016, and are being reviewed by Building and Planning staff. A boundary adjustment application to place the two buildings on separate parcels went to Planning on October 14, 2016.
4. Westfield Theater (Developer: Kim Brewer, Westfield) – *No change from the following update reported last week:* This project is a 10-auditorium movie theater totaling 57,600 sq. ft. located on the north side of the Westfield Mall. The project was approved by the City Council on November 4, 2015.
5. Felicita Development, LLC (Developer: Katherine Park, Creative Design Associates) – *No change from the following update reported last week:* This project is a 140-unit hotel, and a gas station or office/residential care facility at the southeast corner of Felicita Rd. and Gamble Lane. The applicant and staff met with the architect to discuss building elevations, five-story height limitations and site design issues given the existing wetland constraints on the property. Additional technical analysis and coordination is needed to address traffic, biology, water and sewer service, geotechnical and storm water concerns, along with a market study for the proposed uses. The applicant met with the wildlife agencies and is responding to technical studies needed to complete the application.
6. Springhill Suites (Developer: Raj Patel, San Bernardino Hospitality LLC) – *No change from the following update reported last week:* This project is a four-story, 105-suite hotel totaling 73,300 sq. ft. located at 200 La Terraza Drive. The hotel includes a small conference room and an enlarged lobby for serving continental breakfast. A revised set of grading plans has

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been approved since February and grading for the hotel site has now started. Building plans have been approved and permit fees were paid before the end of the year clearing the way for construction to commence. On January 3, 2017, a new ownership group met with the City Council Economic Development Subcommittee and staff to discuss renewing the now-expired Economic Incentive Agreement that had been granted to the original developer. It is anticipated that the City Council will consider the proposed Economic Incentive Agreement on January 25, 2017.

7. Escondido Auto Park Association (Developer: Tim Brecht, Escondido Auto Park Association) – *No change from the following update reported last week:* The association is proposing to upgrade the existing electronic message sign along I-15. An application for a new regional market sign and an amendment to the Sign Ordinance to increase the allowable display area for a regional market sign was submitted to the Planning Division on May 6, 2016. The proposed sign would be located in the same location as the existing sign at a slightly lower height (73.5 feet) with approximately the same overall dimensions. The Planning Commission recommended approval of the new regional market sign and amendment to the Sign Ordinance on July 12, 2016. The City Council approved the new regional market sign and amendment to the Sign Ordinance on August 17, 2016. Building plans are currently being reviewed by staff and a building permit should be issued soon.
8. Downtown Courtyard Marriott Hotel (Developer: Craig Clark) – *No change from the following update reported last week:* A modification to a Master Plan and a Precise Plan for a revised downtown hotel design consisting of 154 rooms in four stories over ground-level parking. The majority of the building would be located in the parking lot between city hall and the CCAE conference center. The primary entry to the hotel would be from a redesigned entry drive with new porte cochere on Escondido Boulevard. The hotel would operate the conference center and would provide a bistro and bar area for guests. The application was submitted on November 18, 2016 for processing and review. During the course of review, City staff transmitted comments incrementally to the applicant. A final letter summarizing all requested revisions and/or corrections was sent to the applicant on December 22, 2016. City staff met with the development team on January 10, 2017, to discuss the staff comment letter. Revised plans are expected to be resubmitted soon.

Industrial

1. StorQuest (Developer: The William Warren Group, Inc.) – *No change from the following update reported last week:* This proposed project at 220 W. Mission Avenue involves a 102,500 sq. ft., four-story self-storage facility development with three in-line shops and a small office. The Planning Commission voted to recommend approval of the proposed General Plan Amendment, Planned Development and Zone Change on August 9, 2016. The project was approved by the City Council on September 14, 2016. A grading plan was submitted for review on November 3, 2016. Building plans were submitted during the week of December 19, 2016.

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2. Victory Industrial Development (Developer: Scott Merry, Badiee Development) – *No change from the following update reported last week:* This project involves two industrial buildings totaling 91,000 sq. ft. (one building 55,500 sq. ft., second building 35,500 sq. ft.) located at 2005 Harmony Grove Road and a zone change from residential to Planned Industrial consistent with the updated General Plan. The Planning Commission voted to recommend approval of the proposed General Plan Amendment, Planned Development and Zone Change on August 9, 2016. It was approved by the City Council on September 14, 2016. Building plans were submitted into plan check the following day and are now being reviewed by staff. Staff is still awaiting submittal of a proposed boundary adjustment application with three property owners in the adjacent Harmony Grove Business Park that is needed to implement the project design.
3. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) – The proposed project involves a Conditional Use Permit (CUP) for the development of a new City facility to provide advanced treatment for recycled water produced at the City of Escondido's Hale Avenue Resource Recovery Facility (HARRF) for agricultural uses with the capacity for future treatment for indirect potable reuse. The facility would be sized for a total production capacity of 2.0 million gallons per day (mgd). A previous proposal for development of the facility at 2512 East Washington Avenue has now been shelved while staff pursues development of the facility on an alternative site located on the southeastern corner of Washington Avenue and Ash Street. On July 20, 2016, the City Council approved a first-phase design contract with Black and Veatch for the design effort need to bring the new site design to the Planning Commission for CUP consideration. Site and building design concepts have been developed and two neighborhood meetings were held on October 12, 2016 and November 3, 2016. A 30-day public review period for the proposed Mitigated Negative Declaration ended on November 27, 2016. The Planning Commission approved the proposed CUP on December 13, 2016. An appeal of that decision was filed and the City Council denied the appeal on January 11, 2017, and affirmed the Planning Commission's decision to approve the project.
4. Wastewater Collections Yard Expansion (Developer: City of Escondido Utilities Department) – *No change from the following update reported last week:* The project involves development of 1.8 acres of a larger, approximately 15.4-acre site for the construction of a new wastewater collections yard and maintenance facility for the City's Hale Avenue Resource Recovery Facility (HARRF) at 1521 S. Hale Avenue. The proposed facilities will consist of three separate pre-fabricated metal buildings 3,735 sq. ft. - 5,670 sq. ft. for collections; work bays and workshops for regular maintenance of vehicles and equipment. The project would require the processing of a Conditional Use Permit (CUP) and rezone. The Planning Commission held a public hearing and recommended approval on May 10, 2016. It was approved by the City Council on June 15, 2016. Grading, building and landscape plans are now being reviewed by staff for permit issuance.
5. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) – *No change from the following update reported last week:* A modification to a Master and Precise Development

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Plan for revisions to the design of a previously approved, but not yet constructed, self-storage facility with direct access to Brotherton Road near the intersection with Cranston Drive. The proposed project was submitted on May 11, 2016, and proposes approximately 77,500 SF of storage area in two buildings. The larger building is two stories over a basement with all interior loading. The smaller building is one-story with some exterior roll-up doors. The project site is also part of a five-lot Tentative Map for four residential lots and one commercial lot (Tract 900) that is concurrently being processed for an extension of time. The project was recommended for approval by the Planning Commission on September 13, 2016, and the City Council approved the project on October 12, 2016. Building plans were submitted the week of December 11, 2016. Grading and landscape plans and the final map have also been submitted and are being reviewed by staff.

6. Innovative Industrial Development (Developer: Scott Merry, Badiie Development) – This project involves a unique proposal in which two potential industrial development scenarios are being analyzed for the 5.76-acre site located at 1925 Harmony Grove Road, directly in front of the “Victory Industrial Development” described above. The first development scenario involves a single tenant building with 98,500 square feet and 197 parking spaces. The alternative scenario envisions three industrial buildings roughly within the same footprint as the single tenant proposal. The three industrial buildings would include a total of 86,000 square feet with 234 parking spaces. An industrial planned development application has been submitted along with a zone change from residential to Planned Industrial consistent with the updated General Plan. A Mitigated Negative Declaration was issued on November 7, 2016 and the public review period closed on November 28, 2016. The Planning Commission voted to recommend approval of this project on December 13, 2016. The City Council approved the proposal as recommended by the Planning Commission on January 11, 2017.
9. HARRF Biogas to Energy Project (Developer: City of Escondido Utilities Department) – *No change from the following update reported last week:* This project is a proposed Conditional Use Permit that will utilize the existing digester gas created during the sewage treatment process to power two generators with a combined output of 1,200 kW of power. The gas which is currently being flared on the site will be redirected for a useful purpose and used to offset the HARRF’s demand on utility natural gas and electricity from SDG&E. A Conditional Use Permit for the project was approved by the Planning Commission December 13, 2016.
10. North American Self-Storage (Developer: Russ Colvin) – This project at 852 Metcalf proposes a 132,556 square foot, self-storage facility consisting of four stories over a full basement level on a 1.12-acre site in the M-1 zone. A Plot Plan application was submitted to Planning on September 14, 2016 and was extensively reviewed by all departments. The Planning Division issued a conditional letter of approval on December 21, 2016. Approval of an erosion control and demo permit is expected this week or next.

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Institutional

1. John Paul the Great Catholic University (Developer: Kevin Meziere, John Paul the Great Catholic University) – *No change from the following update reported last week:* A Conditional Use Permit to expand the campus and student enrollment at 155 W. Grand Avenue was approved by the Planning Commission on December 8, 2015. The proposal includes improvements to the former H. Johnson site at 131 S. Broadway for studio and classroom space, and the former bank at 200 W. Grand Avenue for administrative offices and a student resource center. The proposed expansion would also increase the student enrollment from 300 to 1,200 students over the next several years. The university hosted an open house for the student resource center on November 28, 2016.
2. Escondido United Reformed Church (Developer: Brent Cooper) – *No change from the following update reported last week:* The project is an expansion for a phased, multi-year, master construction/development plan for a new 12,250 SF two-story sanctuary, conversion of existing buildings to a social hall, demolition of an existing social hall/classroom building (approx. 4,620 SF) and construction of approximately 5,250 SF for a nursery, multi-purpose room, classrooms for Sunday school at 1864 N. Broadway. Revised architectural plans were unanimously approved by the Planning Commission on June 14, 2016. The grading plans are now in plan check.
3. Emmanuel Faith Community Church (Developer: Jim North, EFCC) – *No change from the following update reported last week:* The project is a phased, multi-year construction and renovation program for the Emmanuel Faith campus that includes demolishing the existing children's rooms and constructing a new nursery and children's building for up to 200 children, construction of a two-story training center/youth complex, renovation of the existing high school/college building, conversion of the existing education center into an office and meeting room building, demolition of the existing café and construction of a new café, demolition and construction of a new maintenance building, construction of a new gathering plaza with baptismal outdoor water feature, and reconstruction and expansion of the existing worship center from 1,600 seats to 2,000 seats. The Planning Commission approved the proposed modification to the Conditional Use Permit for the campus on June 9, 2015. Grading, building and landscape plans for the first phase (45,414 square foot new children's building) are being reviewed by staff and Esgil.

Residential

1. Oak Creek (Developer: Jason Han, New Urban West) – *No change from the following update reported last week:* This project is a 65-unit single family development located at the southeastern corner of Felicita Road and Hamilton Lane approved by the City Council in 2015. The LAFCO Board unanimously approved the annexation on October 5, 2015, and the annexation has been recorded. No grading or improvement plans have been submitted by the developer at this time.

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2. Amanda Estates (Developer: Jason Han, New Urban West) – *No change from the following update reported last week:* This project is a 22-unit single family development on Amanda Lane approved by the City Council in 2015. The LAFCO Board approved the reorganization (annexation) at their meeting on August 3, 2015, and the annexation has been recorded. No grading or improvement plans have been submitted by the developer at this time.
3. Pradera (Developer: Moses Kim, Lennar Homes) – *No change from the following update reported last week:* This project consists of a 70-unit single family development located at the northeastern corner of Ash Street and Lehner Avenue. The developer has obtained building permits for six phases involving 52 homes and those phases are under construction. Homebuyer interest in the product remains high and sales are progressing. All five final maps in the project have now recorded. Precise grading plans for all phases have now been approved. Phases 7 and 8 for the construction of 11 additional homes were received on December 12, 2016.
4. Lexington (Zenner) (Developer: Eric Johnston, KB Homes) – The project is a 40-unit, single-family development at the northeastern corner of Lehner Avenue and Vista Avenue. The three model homes on the eastern side of Ash Street are now open and sales are progressing as expected. A rough grading permit was issued for the project site on August 18, 2016 and grading is underway. The final map has been approved by City Council. The precise grading plan for Phase 1 has been approved. Building plans for Phase 1 were submitted into plan check on December 20, 2016 and permits were issued before the end of the year. The Planning Commission will consider a request from KB Homes to reduce perimeter wall setbacks for residential five lots on January 24, 2017.
5. Stella Park Condominiums (Developer: Edward Kaen, ETP, LLC) – This project is a 65-unit, three-story townhome Planned Development located at 2516 S. Escondido Blvd. The project includes three separate recreation areas for residents. The City Council approved the project on April 27, 2016. A Substantial Conformance TM and proposed modification to the Precise Development Plan was filed by Lyon Homes on December 12, 2016. All departments are working steadily to provide necessary information to meet Lyon's timeline and a staff letter covering both tentative map and architectural comments was provided to Lyon Homes on January 6, 2017. Revised plans were submitted on January 13, 2017, and are now being reviewed by staff.
6. Wohlford (Developer: Jack Henthorne) – *No change from the following update reported last week:* This project is a 55-unit single family development located on Bear Valley Parkway east of Encino Drive. A Specific Alignment Plan for Bear Valley Parkway detailing the proposed roadway design is under review. The EIR consultant has submitted the first screencheck version of the Draft EIR for staff review. Staff has provided comments and a second screencheck is expected by the end of January. An application for a Development Agreement has recently been submitted by the applicant.

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7. Latitude II (Developer: Peter Zak, Lyon/NCA) – *No change from the following update reported last week:* This project is a 112-unit multi-family development, located at the northeastern corner of Centre City Parkway and Washington Avenue, and approved by the City Council on August 19, 2015. A Final Subdivision Map has been submitted for review and is awaiting approval of a boundary adjustment for a property exchange with the adjacent motel owner. The Final Map is scheduled for City Council approval on January 25, 2017. Grading and building plans are nearing approval.
8. Canyon Grove Estates Tract 932 (Developer: John Vance, Shea Homes) – *No change from the following update reported last week:* This project is a 179-lot single family residential development on the north side of Vista Avenue east of Conway Drive. The final architectural design and landscaping plans for the Precise Plan application were approved by the Planning Commission on June 14, 2016. A rough grading permit has been issued and grading is underway. The Final Map has been approved by the City Council. Precise grading plans for the model complex and a model home permit have been approved. Building plans for the construction of eight model homes have been issued and construction is underway. Building permits for 16 additional homes are nearly ready to issue and the remainder of the homes are now in for building plan check. The applicant is coordinating the plan review for off-site street improvements on Ash Street with the County's Department of Public Works.
9. Safari Highlands Ranch (SHR) (Developer: Jeb Hall, Concordia Homes) – *No change from the following update reported last week:* This project is a 550-unit single family development located east of the Rancho San Pasqual community and north of the San Diego Safari Park. The project involves 1,100 acres including annexation and a Sphere of Influence update for a master planned community with parks, trails, recreation center, fire station and open space. Planning and Engineering extensions of staff have been funded by the applicant and retained to assist the City in processing the project. The City Council approved the consultant contract for preparing the EIR on March 23, 2016. The contract planner has been meeting with the consultant, Michael Baker International (MBI), and has started review of first draft sections of the EIR. While the EIR is generally on schedule, there have been some changes to the site plan, which will affect the EIR schedule. The changes include the elimination of the "water factory" for wastewater treatment, elimination of the public park, changes to the entry road which would now be private instead of public, and relocation of the fire station to the former public park site. These changes will require the applicant's civil engineer to make a number of revisions to the tentative map, but are not anticipated to affect the proposed development envelope or the number of proposed lots. A revised tentative map depicting the site plan changes was submitted on October 17, 2016, and is being reviewed by staff and the contract planner.
10. High Pointe Tract 693-J (Developer: Russell Schaeffer, True Life Communities) – *No change from the following update reported last week:* This project is a custom-home development with 39 estate lots accessed from Mesa Rock Road. Staff has prepared a bond and fee letter based on the proposed grading and landscape plans, and has sent it to the applicant.

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11. Del Prado (Developer: Kerry Garza, Touchstone Communities) – *No change from the following update reported last week:* This project is a 113-unit townhome-style Planned Development located at the southwestern corner of Brotherton Road and the Centre City Parkway frontage road. The project includes a recreational facility, pool, and open space areas. Staff worked through various site design and utility issues with the applicant prior to scheduling the project for a public hearing. The City Council approved the project on May 11, 2016. No grading or improvement plans have been submitted by the developer at this time.
12. 701 San Pasqual Valley Rd (Developer: Bob Stewart) – *No change from the following update reported last week:* This project is a 19-unit single family development located at 701 San Pasqual Rd/1201 E. 5th Avenue (formerly Tract 898) on 7.2 acres. The application is under review and a letter detailing additional comments and submittal requirements was forwarded to the applicant. Additional information and revised plans were submitted to the Planning Division on June 13, 2016. Planning Division has reviewed the submittal and informed the applicant that it is still incomplete.
13. Veterans Village (Developer: Veterans Village of San Diego) – *No change from the following update reported last week:* This project is a mixed-use development involving a 54-unit affordable multi-family residential apartment project for military veterans and their families. It includes on-site administration office, business center, club house and other support spaces for the residents; and a small commercial component to support training opportunities offered at the facility at 1556 S. Escondido Boulevard. Building plans have been submitted for review and comment; the grading plans and landscaping plans have been approved. Demolition has been completed.
14. Escondido Gateway (Developer: Greg Waite, Integral Communities) – *No change from the following update reported last week:* This project is a mixed-use development involving 126 residential units within three, 4-5 story buildings with indoor and outdoor recreational areas and an opportunity for a small (1,000 sq. ft.) commercial/flex space on 2.6 acres (48 dwelling units/acre) located at 700 W. Grand Avenue (former Police Station) across the street from the Escondido Transit Center. Plans were submitted for the project involving a Specific Plan Amendment, Tentative Map, Planned Development and Development Agreement. The City Council approved the project on October 12, 2016. Grading plans and a final map were submitted on November 17 and November 21, 2016, and are currently being reviewed by staff. The Development Agreement has recorded. Building plans were submitted into plan check the week of December 11, 2016.
15. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) – *No change from the following update reported last week:* The project would redevelop the former 109.3-acre Escondido Country Club golf course property with a new residential development consisting of 392 dwelling units including single-family detached and attached duplex units. The proposed project density is 3.6 dwelling units per acre with a minimum residential lot size of 2,555 square feet. The development would include 46 acres of open space including a

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landscaped greenbelt with a four-mile trail system linking park features. Other proposed amenities include a new clubhouse building, swimming pool, gym, tennis/pickle ball court, restaurant and bar and banquet facilities. The proposed General Plan Amendment, Specific Plan, Vesting Tentative Map and Zone Change applications and plans were submitted to the Planning Division on October 31, 2016. The plans are now being routed to City departments and agencies for comments. The developer has retained Dudek to prepare the Draft EIR for the project. The developer will fund a contract planner working under the direction of the Planning Division to assist the City in processing the project. A kick-off meeting was held on November 15, 2016, to commence project-related discussions between Planning staff and their contract planner, the applicant and the EIR consultant. A letter indicating the project application is incomplete was sent to the applicant on November 30, 2016. City staff met with the applicant on December 22nd to review the comment letter. It was conveyed to City staff that the applicant will resubmit in early 2017.

16. Ivy/Valley Parkway Mixed-Use Development (Developer: Abad Rahan Pars Inc./ Norm Wieme, Architect – This project consists of a plot plan application to construct a four-story building with 20 two-bedroom apartment units and approximately 3,000 square feet of commercial space on a vacant 0.5-acre parcel located at 113 N. Ivy Street. The conditional letter of approval for the plot plan was approved and issued on September 19, 2016. The applicant has indicated that grading and building plans are expected to be submitted into plan check soon.

Building Division:

1. The Building Division issued 49 permits with a total valuation of \$832,161.
2. 13 photovoltaic permits were issued for the week. The Building Division has issued 22 solar permits this year compared to 40 issued for the same time last year.
3. Counter technicians assisted, on average, 32 customers per day with 26 customers on Friday.
4. Building inspections averaged 22 inspections per day with 15 inspections on Friday.
5. Projects nearing permit issuance are:
 - a. Latitude 2, a 112-unit apartment complex consisting of six buildings at 610-660 Centre City Pkwy.
 - b. Veterans Village, a 40,000 square foot, three-story apartment building at 1540 S. Escondido Blvd.
6. The construction of the City Plaza three-story, mixed use building at 300 S. Escondido Blvd. has completed the podium slab and 2nd floor wall framing is progressing.



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10. The Solutions for Change affordable housing project at 1560 S. Escondido Blvd. has started wall framing for the project.
11. Roof framing is proceeding at The Meadowbrook three-story apartment building with underground garage at 2081 Garden Valley Glen.
12. SDG&E is completing a utilities upgrade at Greencrest Mobile Home Park at 541 W. 15th and will be starting upgrades soon at Town and Country Mobile Home Park at 2280 E. Valley Pkwy and Citrus Gardens at 211 S. Citrus Ave.
13. Escondido Disposal is receiving underground inspections for their conveyer pits associated with their large expansion and remodel.
14. The Calvin Christian High School auditorium at 2000 N. Broadway has received masonry grout inspections for their exterior walls and roof framing is proceeding.
15. Permits were issued for the new office addition to the new Palomar Pomerado Health medical office building at 2125 Citracado Pkwy.

Code Enforcement:

1. As of January 17, the total number of open code enforcement cases is 629 cases. During the prior week, 99 new cases were opened, and 72 cases were closed, with a backlog of an additional 25 cases not yet opened for assignment and investigation.
2. A total of 122 illegal signs were confiscated during the weekend.
3. Last week, the Business License Division issued 48 new licenses and received 44 new applications, in addition to 122 renewals. Twenty (20) businesses closed and/or closed out their business licenses.



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END OF THE YEAR CODE ENFORCEMENT 2016 STATISTICS

| | | 2015 | 2016 | Increase/Decrease |
|--------------------------|------------------|-------------|-------------|--------------------------|
| TOTAL CASES | | 2709 | 3406 | +26% |
| | Vehicles | 198 | 278 | +40% |
| | Housing Code | 140 | 110 | -21% |
| | Mobile Homes | 97 | 73 | -25% |
| | Zoning Code | 699 | 765 | +9% |
| | Muni. Code | 1402 | 1908 | +36% |
| | Building Code | 97 | 162 | +67% |
| | Graffiti | 255 | 504 | +98% |
| BUSINESS LICENSES | | | | |
| | New Applications | 1787 | 1698 | -5% |
| | Renewals | 8075 | 7394 | -8% |

ENGINEERING

CAPITAL IMPROVEMENTS

2015/2016 Street Rehabilitation and Maintenance Project:

The contractor has resumed striping operations along with the placement of pavement legends on Tuesday January 17 during a break in this week's rain events, the streets completed today were 13th Avenue, 15th Avenue, Felicita Avenue, Centre City Parkway and the last portion of Escondido Boulevard. The final review is being completed on the remaining 3 striping plans this week with final striping being installed on these streets in the coming weeks. The Tree Notice explaining tree placement along the homeowner's frontage has closed, at this time staff will direct the contractor to order and install all 46 trees.

PRIVATE DEVELOPMENT

Pradera - Lennar Communities:

Final pavement installation has been delayed due to the multiple rain events being experienced this month All work when scheduled will be performed during off peak hours and in conjunction with the other two projects in the area.

Lexington Model Homes - KB Homes:

The installation of the sewer system along Ash Street between Lehner Avenue and Vista Avenue is continuing this week which includes the placement of temporary hot asphalt resurfacing of the multiple trenches to ensure public safety. All work will be performed between 8 am to 2 pm Monday through Friday. Road closures during this time will be permitted with proper advanced electronic message boards notification.



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Escondido Boulevard at 3rd Avenue

No changes from the following reported last week: The contractor has removed the false work on the first floor and preparing to move to the second floor. Lane closures along 3rd Avenue will be a regular occurrence to allow for the lifting of construction materials to the newly completed second floor.

Tract 932 - Canyon Grove Shea Homes Community

The contractor is continuing the mass grading for the 179 housing units, the importing of material has resumed this week. The paving contractor will overlay the section of Ash Street between Hubbard Avenue and Madison Avenue on Tuesday of this week. Work on the new traffic signal installation at the Ash Street/Sheridan Avenue intersection is ongoing with the installation of conduit runs at Ash Street and Sheridan Avenue again this week.

Quantum Academy at Falconer Road

Escondido Elementary School District is installing a new water main to the existing facility. The project worked on the relocation of an existing sewer lateral on Saturday January 14. The construction of the water main will begin next week and is expected to be completed in a four-week period.

Latitude II Condominiums by a Lyon Homes Partnership: Washington Avenue at Centre City Parkway

Portions of the project are in for redesign, items include the upsizing of the water main as well as replacement of a portion of the sewer main which runs through the middle of the project. A meeting was held on Tuesday of this week with the developer and his engineer and grading contractor to determine the needed measures to get the project back on track, so that the Stop Notice on the project could be lifted.

Westminster Theological Seminary Graduate Student Housing: Boyle Avenue at Bear Valley Parkway

The contractor met with City staff this past Thursday to determine what storm water measures were needed to lift the Notice of Violation issued for the site. The contractor listened and is actively correcting deficient items as well as bringing in 4 water storage tanks to help manage the ongoing high volume of water being experienced in the designed drainage basins.

Veterans Village 1556 S. Escondido Boulevard

No changes from the following reported last week: The grading of the project has begun.

Talk of the Town

The contractor is on site to construct the ornamental street lights along Centre City Parkway.

Tract 877 – Bernardo Ave. by Ambient Communities

The project is a 13 lot single family residential project located at the cul-de-sac end of Bernardo Ave. The Grading Permit has been activated, with the relocation of the emergency access gates along 11th Avenue. The grading operation will resume when there is a window of

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opportunity due to the weekly rain events being experienced. A preconstruction meeting was held on Tuesday of this week with the developer and the utility contractor for the water and sewer improvements along 11th Avenue.

FUTURE CAPITAL IMPROVEMENTS

East Valley Pkwy/Valley Center Road Widening Project

On 9/21/16 the City received approval on the requested Authorization to Construct for this project. Staff submitted signed agreements to Caltrans for the Authorization to Construct. All environmental permits have been acquired. Utilities have submitted their finalized plans, and staff is reviewing them and will make any bid document changes prior to bidding this project.

Jim Stone Pool

This project will renovate both existing pools and update pool equipment required to meet current County Health standards. On December 22 submitted bids were higher than the available budget. At the January 11 City Council meeting, Council rejected all bids and approved re-scoping the project to re-advertise for bids. Staff anticipates advertising the project this week for a bid opening on February 2.

POLICE

INCIDENTS

- On 01/09/17, at 10:04 hours, caller received a phone call from her 17 and 19-year-old sons who stated they heard someone downstairs in the kitchen of their home at 2305 Summercreek Way. The boys locked themselves in the bathroom but saw a suspect going through the drawers in the parents' bedroom. The suspect fled the scene prior to PD arrival and is described as being a heavysset Hispanic male in his mid-20's. The victims heard the suspect talking to someone else but no one else was seen.
- On 1/10/17, at 030:0 hours, officers Gimenez and Dare respond to a call by security at 1051 Rock Springs reference a male sleeping behind the wheel of car with meth on the center console in plain view. As the officers pull up to the location, officer Gimenez sees the security officer tasing the driver inside the car. As officer Gimenez exits his vehicle, he hears the suspect's engine rev and believes the suspect is going to try to hit him. The suspect intentionally crashes into officer Gimenez' car, causing minor damage to the push bumper as he flees. The suspect then accelerates towards officer Dare (who's on foot at this point) at a high rate of speed; officer Dare jumps out of the way to avoid being struck. The suspect speeds out of the complex and flees W/B on Lincoln Av, then S/B on Metcalf St. The suspect loses control of his vehicle as it crosses Mission Ave, crashes into a power pole a few blocks away (near the old Ice House) and then runs from his vehicle. Officer Visconti caught up to the suspect as he tried to climb over a fence and arrested the suspect. The suspect was charged with two counts of Assault with a Deadly Weapon, Drug Possession and Hit and Run. There were no injuries during this event.

City Manager's **WEEKLY UPDATE** to City Council

- On 1/10/17 at 15:28 hours, communications received reports of a male with a gunshot wound to the leg at 942 E. Grand Ave. A 16-year-old was involved in some kind of argument/altercation and was hit once with a small-caliber handgun round in the lower leg. He was transported to Palomar Medical Center, where his wound is not considered life-threatening. Detectives have already disseminated a bulletin on the shooter's vehicle and this is believed to be gang-related.
- On 1/10/17 a 17-year-old male and female were in the area of the Snack and Bottle on E. Valley Parkway/Fig St; he was riding his skateboard and she was riding a bicycle. A dark colored SUV occupied by 3 Hispanic males pulled into the parking area of the Snack and Bottle and stopped. The 17-year-old male approached the vehicle and asked one of the subjects if he would buy some "Tiparillo's" for him. The male responded, "What's in it for me?" The 17-year-old said forget it and he and his girlfriend left W/B on Pennsylvania. A minute or two later, the SUV drove up next to them, the males exited the vehicle and began punching both of them and knocked the male to the ground. They took the skateboard and the male's wallet with his ID and \$2.00. During the incident, they stated they were Diablos. The SUV fled in an unknown direction. Video was obtained.
- On 1/12/17 a Hispanic male juvenile (17-year-old) follows an elderly female exiting the CVS Pharmacy (2427 E. Valley Pkwy) and pushes her to the ground while forcefully removing her purse from her person. Witnesses provide Police with a description and direction of travel. Units setup a perimeter and, with the assistance of Astrea, the suspect is located and taken into custody for Robbery.
- On 1/11/17 the Gang Unit located and arrested two Diablos gang members for the above-mentioned robbery at the Snack and Bottle. On 1/12/17, after two brief vehicle and foot pursuits, a Diablos gang member was arrested for the above-mentioned shooting at 942 E. Grand Ave. Great work by the Gang Unit to make quick arrests without incurring injuries or property damage.
- On 01/14/17 at 03:31, Dispatch received a call for service referencing four Hispanic males who had attacked a subject in the area of the flood control channel and Rose St. The victim was struck with a baseball bat and suffered a minor laceration as a result of the incident. The subjects took the victim's cell phone and \$20 cash. The victim was transported to PMC for treatment of his injuries. Suspects were not located.

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