



JULY 12, 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	Jeffrey Epp
CITY CLERK	Diane Halverson
CITY ATTORNEY	Michael McGuinness
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

**July 12, 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 LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**
 - a. **Case Name:** John Grimm v. City of Escondido
Case No: WCAB Case No. ADJ10568475
 - b. **Case Name:** Gary Correiar v. City of Escondido
Case No: WCAB Case No. ADJ10082612 & ADJ10082548
- II. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))**
 - a. Contract dispute for the Cemetery Area Waterline Replacement Project

ADJOURNMENT



Council Meeting Agenda

**July 12, 2017
4:30 P.M. Meeting**

**Escondido City Council
Mobilehome Rent Review Board**

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

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

PROCLAMATIONS: Tribal Council of the Rincon Band of Luiseño Indians

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **[APPROVAL OF MINUTES: Regular Meeting of June 21, 2017](#)**

4. **[COUNCIL RESPONSE TO SB 35 BY RIGHT HOUSING APPROVALS -](#)**

SB 35 (Wiener) is a measure that seeks to preempt local discretionary land use authority, eliminate opportunities for public review, and ban project-level environmental review for multifamily housing developments.

Staff Recommendation: **Oppose (City Manager's Office: Jeffrey Epp)**

5. **[OVERSIGHT BOARD VACANCY -](#)**

Request the City Council approve the Mayoral appointment to the Oversight Board.

Staff Recommendation: **Approval (City Attorney's Office: Michael McGuinness)**

6. **[NOTICE OF COMPLETION FOR THE JIM STONE POOL RENOVATION PROJECT -](#)**

Request the City Council approve accepting the public improvements and authorize staff to file a Notice of Completion for the Jim Stone Pool Renovation Project.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

7. **[A BID AWARD; PUBLIC IMPROVEMENT AGREEMENT; FOURTH AMENDMENT TO CONSULTING AGREEMENT; AND BUDGET ADJUSTMENT FOR THE EAST VALLEY PARKWAY/VALLEY CENTER ROAD WIDENING PROJECT -](#)**

Request the City Council approve authorizing the bid award to L.B. Civil Construction, Inc., determined to be the lowest responsive and responsible bidder; authorize the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$6,859,991.50; authorize the Mayor and City Clerk to execute a Fourth Amendment to the Consulting Agreement with NV5 for construction support and material testing in the amount of \$499,918.40; and approve a budget adjustment for the East Valley Parkway/Valley Center Road Widening Project.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2017-77

8. **[INVESTMENT MANAGEMENT CONSULTING AGREEMENT WITH TEMPLETON FINANCIAL SERVICES, INC. -](#)**

Request the City Council approve the Investment Management Consulting Agreement with Templeton Financial Services, Inc. to provide investment management services for \$20 million of the City's longer term investments.

Staff Recommendation: **Approval (City Treasurer's Office: Douglas W. Shultz)**

RESOLUTION NO. 2017-79

9. **SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2000-01 (HIDDEN TRAILS) -**
Request the City Council approve setting the Special Tax Levy for Community Facilities District No. 2000-01 (Hidden Trails) for Fiscal Year 2017-18.
Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**
RESOLUTION NO. 2017-102
10. **SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2006-01 (EUREKA RANCH) -**
Request the City Council approve setting the Special Tax Levy for Community Facilities District No. 2006-01 (Eureka Ranch) for Fiscal Year 2017-18.
Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**
RESOLUTION NO. 2017-103
11. **SECOND AMENDMENT TO THE PUBLIC SERVICE AGREEMENT WITH REDWOOD SENIOR HOMES AND SERVICES FOR MEAL SERVICE -**
Request the City Council approve authorizing the Mayor and City Clerk to execute a Second Amendment to the Public Service Agreement with Redwood Senior Homes and Services Town Court, to provide meals for the Nutrition Program offered at the Escondido Senior Center for Fiscal Year 2017-2018 in the amount of \$129,050.
Staff Recommendation: **Approval (Community Services Department: Danielle Lopez)**
RESOLUTION NO. 2017-104
12. **SECOND AMENDMENT TO THE PUBLIC SERVICE AGREEMENT WITH REDWOOD SENIOR HOMES AND SERVICES FOR SENIOR TRANSPORTATION -**
Request the City Council approve authorizing the Mayor and City Clerk to execute a Second Amendment to the Public Service Agreement with Redwood Senior Homes and Services, to provide transportation services for the Senior Nutrition Program in the amount of \$149,350.
Staff Recommendation: **Approval (Community Services Department: Danielle Lopez)**
RESOLUTION NO. 2017-105
13. **EIGHTH AMENDMENT TO THE COUNTY OF SAN DIEGO SENIOR NUTRITION SERVICES CONTRACT NO. 547766 -**
Request the City Council approve authorizing the Assistant Director of Community Services to execute an Eighth Amendment to County Contract No. 547766, County of San Diego, Health and Human Services Agency Agreement with the City of Escondido for the Senior Nutrition Program.
Staff Recommendation: **Approval (Community Services Department: Danielle Lopez)**
RESOLUTION NO. 2017-106

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

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

PUBLIC HEARINGS

14. [SHORT-FORM RENT INCREASE APPLICATION FOR CAREFREE RANCH -](#)

Request the City Council consider the short-form rent increase application submitted by Carefree Ranch and if approved, grant an increase of 75 percent of the change in the Consumer Price Index, or 1.467 percent (an average of \$7.41) for the period of December 31, 2015 to December 31, 2016.

Staff Recommendation: **Consider for Approval (Community Development Department: Bill Martin)**

RESOLUTION NO. RRB 2017-03

CURRENT BUSINESS

15. [CONSULTING AGREEMENT FOR CORRUGATED METAL PIPE STORM DRAIN ASSESSMENT -](#)

Request the City Council approve authorizing the Mayor and the City Clerk to execute a Consulting Agreement with Brown and Caldwell for a Corrugated Metal Pipe Storm Drain Assessment.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2017-107

16. [DESIGNATION OF VOTING DELEGATES - LEAGUE OF CALIFORNIA CITIES CONFERENCE -](#)

Request the City Council designate the voting delegate, and up to two alternates, to represent the City of Escondido at the business meeting to be held during the League of California Cities Annual Conference September 13-15, 2017, in Sacramento, California.

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

FUTURE AGENDA

17. [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 WEEKLY ACTIVITY REPORT

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

- [WEEKLY ACTIVITY REPORT -](#)

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
July 19	Wednesday	3:30 & 4:30 PM	Regular Meeting	City Council Chambers
July 26	-	-	No Meeting	-
August 2	-	-	No Meeting	-
August 9	-	-	No Meeting	-

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. 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 OF ESCONDIDO
June 21, 2017
3:30 P.M. Meeting Minutes
Escondido City Council

THIS MEETING WAS CANCELLED.

CALL TO ORDER

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
- a. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Non-Sworn Police Bargaining Unit
 - b. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association:
Administrative/Clerical/Engineering Bargaining Unit
 - c. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association: Supervisory
Bargaining Unit

ADJOURNMENT

CITY OF ESCONDIDO
June 21, 2017
4:30 P.M. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, June 21, 2017 in the City Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION:

Greg Lane led the Moment of Reflection.

FLAG SALUTE

Deputy Mayor Masson led the Flag Salute.

ATTENDANCE:

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

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Bill Martin, Director of Community Development; Julie Procopio, Director of Engineering Services; Diane Halverson, City Clerk; and Jennifer Ekblad, Deputy City Clerk.

PRESENTATIONS

Matt Foster and Tom Cowan presented regarding North County Stand Down.

ORAL COMMUNICATIONS

Shelley Fox, Escondido, shared her concerns regarding the landscaping along Centre City Parkway.

CONSENT CALENDAR

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Diaz to approve the Consent Calendar with the exception of item 7. Motion carried unanimously.

- 1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
- 2. APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
- 3. APPROVAL OF MINUTES: Regular Meeting of June 7, 2017**

4. **PROFESSIONAL SERVICES AGREEMENT WITH WITTMAN ENTERPRISES, LLC TO OUTSOURCE BILLING SERVICES FOR EMERGENCY MEDICAL SERVICES (EMS) -**
Request the City Council approve authorizing a three (3) year Public Service Agreement with Wittman Enterprises, LLC effective July 1, 2017 through June 30, 2020, with two additional two-year renewal options. (File No. 0600-10 [A-2459])

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

RESOLUTION NO. 2017-68

5. **ANNUAL SUBMISSION OF THE CITY OF ESCONDIDO'S INVESTMENT POLICY -**
Request the City Council approve the City of Escondido's June 2017 Investment Policy. (File No. 0490-60)

Staff Recommendation: **Approval (City Treasurer's Office: Douglas W. Shultz)**

RESOLUTION NO. 2017-73

6. **SECOND AMENDMENT TO THE PUBLIC SERVICES AGREEMENT FOR VEHICLE OUTFITTING SERVICES WITH AMERICAN EMERGENCY PRODUCTS -**
Request the City Council approve authorizing the Mayor and the City Clerk to execute a Second Amendment to the Public Services Agreement (PSA), exercising the Option Period 2, and amending paragraph two of the PSA to clarify that three (3) optional periods were included in the Vehicle Outfitting Services Request for Proposal No. 14-01. (File No. 0600-10 [A-3122])

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

RESOLUTION NO. 2017-90

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.)

7. **ZONING CODE AMENDMENT (AZ 16-0009) -**
Approved on June 14, 2017 with a vote of 5/0. (File No. 0810-20)

ORDINANCE NO. 2017-10RR (Second Reading and Adoption)

Leslie Daigle, representative for Verizon Wireless, requested additional language changes to the ordinance.

MOTION: Moved by Councilmember Morasco and seconded by Deputy Mayor Masson to adopt Ordinance No. 2017-10RR. Motion carried unanimously.

PUBLIC HEARINGS

8. **THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, THE FISCAL YEAR 2017/18 CIP BUDGET, AND THE REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM -**
Request the City Council approve adopting Fiscal Years 2017/18-2021/22 Five-Year Capital Improvement Program (CIP), Fiscal Year 2017/18 CIP Project Budgets, and the Regional Transportation Improvement Program for Fiscal Years 2016/17-2020/21. (File No. 0430-30)

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett and Engineering Services Department: Julie Procopio)**

A) RESOLUTION NO. 2017-100 B) RESOLUTION NO. 2017-101

Sheryl Bennett, Director of Administrative Services, Michelle Collett, Accountant, Matt Souttere, Associate Engineer, and Angela Morrow, Deputy Director of Utilities/Construction and Engineering presented the staff report utilizing a PowerPoint presentation.

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

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve adopting Fiscal Years 2017/18-2021/22 Five-Year Capital Improvement Program (CIP), Fiscal Year 2017/18 CIP Project Budgets, and the Regional Transportation Improvement Program for Fiscal Years 2016/17-2020/21 and adopt Resolution No. 2017-100 and Resolution No. 2017-101. Motion carried unanimously.

CURRENT BUSINESS

9. APPOINTMENT TO PUBLIC ART COMMISSION -

Request the City Council ratify the Mayor's appointment to fill an unscheduled vacancy on the Public Art Commission, term to expire March 31, 2018. (File No. 0120-10)

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

MOTION: Moved by Mayor Abed and seconded by Councilmember Gallo to ratify the Mayor's appointment of Nan Grenier to the Public Art Commission, term to expire March 31, 2018. Motion carried unanimously.

FUTURE AGENDA

10. 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

Councilmember Gallo shared information from the San Diego County Water Authority meeting; Councilmember Gallo also reported on the North County Transit District appointment of a new transportation operator; NCTD authorized a Memorandum of Understanding with Escondido Police Department to provide security services at the transit center; and Councilmember Gallo indicated that the SANDAG Border committee will attend a tour of the San Ysidro border crossing.

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

- **WEEKLY ACTIVITY REPORT -**

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor Abed adjourned the meeting at 5:44 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK



Item No. 4: Council Response to SB 35 by Right Housing Approvals

- No materials available

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5

Date: July 12, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Michael R. McGuinness, City Attorney

SUBJECT: Oversight Board Vacancy

RECOMMENDATION:

It is requested that City Council approve the Mayoral appointment to the Oversight Board.

BACKGROUND:

Pursuant to Health and Safety Code Section 34179, which deals with the dissolution of redevelopment agencies, each successor agency must have an Oversight Board ("Board") composed of seven (7) members.

The Oversight Board consists of two (2) members appointed by the County Board of Supervisors. The Board also includes two (2) members appointed by the Mayor for the City that formed the redevelopment agency (i.e. Mayor Abed), which includes a member representing former redevelopment agency employees. One member is to be appointed by the largest special district (by property tax share) with territory in the territorial jurisdiction of the former redevelopment agency. In the City's case, this is the Palomar Pomerado Health District. One member is appointed by the County Superintendent of Education or the County Board of Education. Finally, one member is appointed by the Chancellor of the California Community Colleges.

The Oversight Board for the former Escondido Redevelopment Agency has been serving since 2012. The City Council originally approved the Mayor's appointment of Clay Phillips and Gil Rojas as the members appointed by the City forming the redevelopment agency. In 2013 Gil Rojas retired and was replaced by the City's Director of Administrative Services, Sheryl Bennett. With the retirement of Clay Phillips, the Mayor appointed City Manager, Graham Mitchell, as a replacement on January 13, 2016. The Mayor has now appointed Jeffrey Epp, City Manager, as member of the Oversight Board.

Board members have personal immunity from suit for their actions taken within the scope of their responsibilities as Board members. A majority of the total membership of the Board (4 members) shall constitute a quorum for the transaction of business and a majority vote of the total board.

Respectfully submitted,



Michael R. McGuinness
City Attorney

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6

Date: July 12, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Julie Procopio, Director of Engineering Services/City Engineer
Dan Higbee, Construction Project Manager

SUBJECT: Notice of Completion for the Jim Stone Pool Renovation Project

RECOMMENDATION:

It is requested that the City Council accept the public improvements and authorize staff to file a Notice of Completion for the Jim Stone Pool Renovation Project ("Project").

FISCAL ANALYSIS:

The project was completed with funds from a Housing Related Park (HRP) grant in the amount of \$427,517.00.

PREVIOUS ACTION:

On March 1, 2017, the City Council adopted Resolution 2017-24, authorizing the award of a Public Improvement Agreement with Mission Pools for the pool renovation project.

BACKGROUND:

Renovations to the Jim Stone Pool included removal and replacement of plaster, tile, rails, and fittings, LED lighting upgrade, repair of rusted areas, identification and repair of leaks, replacement of the fence screen and canopy cover, and replacement of failing pool mechanical equipment. The project also included the installation of a new pool heater at the Washington Park Pool.

Respectfully submitted,



Julie Procopio, P.E.
Director of Engineering Services/City Engineer



Dan Higbee
Construction Project Manager

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7

Date: July 12, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Julie Procopio, Engineering Services Director/City Engineer
Matthew C. Souttere, Associate Engineer

SUBJECT: A Bid Award; a Public Improvement Agreement; a Fourth Amendment to Consulting Agreement; and a Budget Adjustment for the East Valley Parkway/Valley Center Road Widening Project

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-77, authorizing the bid award to L.B. Civil Construction, Inc., determined to be the lowest responsive and responsible bidder; authorize the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$6,859,991.50; authorize the Mayor and City Clerk to execute a Fourth Amendment to the Consulting Agreement with NV5 for construction support and material testing in the amount of \$499,918.40; and approve a budget adjustment for the East Valley Parkway/Valley Center Road Widening Project (the "Project").

FISCAL ANALYSIS:

A budget adjustment is proposed to accept a contribution from the Rincon Band of Luiseño Indians in the amount of \$800,000, which results in this Project being fully funded. In addition, the budget adjustment adds funding from AT&T and 20A funding from SDG&E in the amount of \$300,000. Other funding sources include a \$675,000 Highway Safety Improvement Program grant and a \$1,600,000 Demonstration Grant. Traffic Impact Fees, Drainage Fees and TransNet funds have also been programmed for this project bringing the total project funding to \$9.7-Million.

PREVIOUS ACTION:

The City Council authorized an agreement in the amount of \$675,713 on October 17, 2012 for Final Design of East Valley Parkway/Valley Center Road Widening Project. Three subsequent amendments to the agreement totaling \$96,831 have been executed for additional exploratory and design services, and for assistance with Federal documentation required by Caltrans.

BACKGROUND:

This Project is the final phase of a long-term effort that began in the late 1990's to improve Bear Valley Parkway and East Valley Parkway from north of Citrus to the northerly City limits. The Project widens East Valley Parkway to three lanes in each direction between Beven Drive and Lake Wohlford Road to include landscaped medians, soundwalls, sidewalks and undergrounding of existing overhead utilities. The Project also widens the bridge over Escondido Creek and constructs a City entry monument sign.

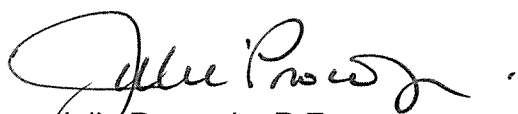
On May 25, 2017, the City of Escondido received six sealed bids in response to its advertising for this project. The bid results are listed below:

L.B. Civil Construction, Inc.	\$6,859,991.50
Southland Paving, Inc.	\$7,415,717.95
Palm Engineering Construction Company, Inc.	\$7,555,032.00
Granite Construction	\$7,821,591.00
All American Asphalt, Inc.	\$8,806,711.40
Hazard Construction	\$8,816,789.00

Staff recommends that the bid submitted by L.B. Civil Construction, Inc. be considered the lowest responsive and responsible bid, and that the contract be awarded in the amount of \$6,859,991.50 to L.B. Civil Construction, Inc. The lowest responsive bid is 5.5 percent higher than the Engineer's estimate of \$6,500,000.

In order to meet Federal requirements for construction testing and to provide inspection support services for the bridge components of the project, a Fourth Amendment to the Consulting Agreement with NV5 is recommended in the amount of \$499,918.40.

Respectfully submitted,



Julie Procopio, P.E.
Engineering Services Director/City Engineer



Matthew C. Souttere
Associate Engineer



CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Date of Request: July 12, 2017
 Department: Engineering
 Division: _____
 Project/Budget Manager: Matt Souttere x4574
 Name Extension
 Council Date (if applicable): July 12, 2017
 (attach copy of staff report)

For Finance Use Only
 Log # BA 07-01
 Fiscal Year 2018
 _____ Budget Balances
 _____ General Fund Accts
 _____ Revenue
 _____ Interfund Transfers
 _____ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Contribution from Rincon	4370-206	\$800,000	
Reimbursement from SDG&E	4370-206	\$286,000	
Reimbursement from AT&T	4370-206	\$14,000	
East Valley Pkwy & Valley Ctr Rd	206-601704	\$1,100,000	

Explanation of Request:
 To increase the East Valley Pkwy Project budget for funding from outside agencies.

APPROVALS

Will Proctor - 6/29/17
 Department Head Date City Manager Date
John Waco 7/3/17
 Finance Date City Clerk Date

Distribution (after approval): Original: Finance

RESOLUTION NO. 2017-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AWARDED A BID AWARD FOR THE EAST VALLEY PARKWAY/VALLEY CENTER ROAD WIDENING PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT WITH L.B. CIVIL CONSTRUCTION, INC.; AUTHORIZING THE FOURTH AMENDMENT TO THE CONSULTANT AGREEMENT WITH NV5; AND APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City Council has allocated funding for the East Valley Parkway/Valley Center Road Widening Project (the Project"); and

WHEREAS, the Rincon Band of Luiseño Indians has agreed to make a \$800,000 contribution toward the Project; and

WHEREAS, AT&T and SDG&E will compensate the City \$300,000 for the cost of undergrounding overhead power and communication lines; and

WHEREAS, a notice inviting bids for said improvements was duly published; and

WHEREAS, pursuant to said notice, six (6) sealed bids for the project were opened and evaluated on May 25, 2017; and

WHEREAS, L.B. Civil Construction, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award this contract to L.B. Civil Construction, Inc. in the amount of \$6,859,991.50; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize the Fourth Amendment to the Consulting Agreement with NV5 in the amount of \$499,918.40.

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

1. That the above recitations are true.
2. That the Mayor and the City Clerk are authorized to execute, on behalf of the City, a Public Improvement Agreement with L.B. Civil Construction, Inc. 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.
3. That the Mayor and the City Clerk are authorized to execute, on behalf of the City, the Fourth Amendment to the existing Consulting Agreement with NV5 for services outlined in Exhibit "2", which is attached and incorporated to this Resolution, following the same agreement terms outlined in the original contract.
4. That a budget adjustment to increase the project budget by \$1.1-Million is approved.

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 **L.B. Civil Construction, Inc.** _____ (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

EAST VALLEY PKWY./VALLEY CENTER ROAD STREET WIDENING 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 **Six Million eight hundred fifty-nine thousand nine hundred ninety-one, and 50/100 Dollars (\$6,859,991.50)**.
4. The work shall be commenced on or before the tenth (10th) day after receiving the CITY'S Notice to Proceed and shall be completed within **Two Hundred Fifty-Two (252) working 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

sum(s) indicated in the LIQUIDATED DAMAGES SCHEDULE below for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the CITY as provided in the General Conditions.

Liquidated damages schedule:

If the overall project is delayed **one (1) calendar day or more**, the rate shall be \$500/day.

Acknowledged:

Initials of Principal

6. In the event CONTRACTOR, for a period of **ten (10) calendar days** after receipt of written demand from CITY to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, or to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said **ten (10) calendar days**, fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor, or demanding the surety hire another contractor, or by any combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY. The permissible charges for any such procurement of the completion of said work should include actual costs and fees incurred to third party individuals and entities (including, but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by CITY for the increased dedication of time of CITY employees to the Project.

7. To the fullest extent permitted by law, the CONTRACTOR agrees to and does hereby agree to fully defend, indemnify and hold the CITY, its governing board, officers, agents, Project design team members (architect and consulting engineers), consultants, attorneys, and employees harmless of and from each and every claim, assertion, action, cause of action, arbitration, suit, proceedings, or demand made, and every liability, loss, judgment, award, damage, or expense, of any nature whatsoever (including attorneys' fees, consultant costs), which may be incurred by reason of:
 - (a) Asserted and/or actual liability arises from claims for and/or damages resulting from damages for:
 - (1) Death or bodily injury to persons.
 - (2) Injury to, loss or theft of tangible and/or intangible property/ e.g. economic loss.
 - (3) Any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project, 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
MCHAEAL R. MCGUINNESS, 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 L.B. Civil Construction, Inc. ("Contractor") and _____ ("Surety") are held and firmly bound unto the CITY OF ESCONDIDO ("Owner") in the sum of Six Million eight hundred fifty-nine thousand nine hundred ninety-one, and 50/100 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,

EAST VALLEY PKWY/VALLEY CENTER ROAD STREET WIDEING 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, attorney's 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
MICHAEL R. MCGUINNESS, City Attorney

By: _____

SECTION A-00620 - LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENT,

That L.B. Civil Construction, Inc. 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 speci-
fications entitled,

EAST VALLEY PKWY/VALLEY CENTER ROAD STREET WIDENING PROJECT

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equip-
ment, 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
MICHAEL R. MCGUINNESS, 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:

EAST VALLEY PKWY/VALLEY CENTER ROAD STREET WIDENING 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 Field Engineering Inspection Office, 839-4664. 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 OF ESCONDIDO
FOURTH AMENDMENT TO CONSULTING AGREEMENT

This "Amendment" is made this _____ day of __July, 2017_.

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

And: NV5, Inc.
15070 Avenue of Science, Suite 100
San Diego, CA 92128
Attn: Carmen Kasner
858-385-0500
("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on September 8, 2013 ("Agreement"), wherein CITY retained CONSULTANT to provide services for Final Design of East Valley Parkway/Valley Center Road Street Widening 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 \$499,918.40, 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: _____

Julie Procopio
City Engineer/Director of Engineering Services

NV5

Date: _____

Carmen Kasner
Senior Vice President

(The above signature should be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

Attachment "A"

NV5

June 29, 2017

Ms. Julie Procopio, PE
Director of Engineering Services/City Engineer
City of Escondido
201 N. Broadway
Escondido, CA 92025

Subject: Proposal for Construction Support Services for East Valley Parkway/Valley Center Road Widening

Dear Julie:

As requested by the City, we are forwarding our proposal for construction support services required for the widening of East Valley Parkway and Valley Center Road between Beven Drive and the northerly city limits. It is our understanding that the City will be providing Resident Engineer (RE) and inspection services for the roadway portion of the construction. NV5 will be providing services in four areas to support City staff during the construction period. These services will include Design Support during Construction, Structure Representative Services, Materials Testing and Storm Water Inspection Services. Each of these services is described in more detail below. All field services will be provided by NV5 staff dispatched from our San Diego office located 15 miles from the site. In addition to NV5 staff providing civil design support during construction, bridge construction support will be provided by Kleinfelder/Simon Wong, traffic construction support by KOA Corporation, landscape construction support by Estrada Land Planning and environmental monitoring will be provided by Helix Environmental Planning. NV5 is tentatively proposing Fabian Velasco, PE as Structures Representative. Confirmation of this assignment is contingent on the project schedule and actual start date. Fabian's resume is available upon request for your review and approval.

Design Support during Construction

Design support during construction will be provided for a period of 26 weeks for the following disciplines on the project: civil, structural, traffic, landscape and environmental. Services will include:

1. Attendance at the pre-construction meeting to answer questions
2. Assistance with/preparation of responses to contractor's Requests for Information (RFIs), as requested
3. Review of contractor's submittals and shop drawings, as requested
4. Periodic site visits to observe progress and resolve field issues, as requested
5. Review of Change Order Requests (CORs) and related contractor's cost estimates, as requested
6. Preparation of final record drawings based on clearly redlined plans provided by the contractor or City's inspector
7. Environmental consulting on an as-needed basis during construction to support the Mitigation Monitoring and Reporting Program (MMRP) for the project including noise monitoring, biological surveying/monitoring, cultural resources surveying/monitoring and regulatory (resource permit) compliance.

Deliverables include:

1. Written responses to RFIs in MS Word or PDF format, uploaded via VPM
2. Stamped responses to shop drawings and submittals in PDF format, uploaded via VPM
3. Written responses to CORs as requested
4. Final record drawings on mylar and in PDF format

Structures Representative Services

NV5 will provide a part time Structures Representative for 2.5 days per week for 26 weeks, in addition to pre- and post-construction time. If the project extends beyond the assumed duration of 26 weeks, additional authorization will be required. Services will include:

1. Periodic monitoring of structure construction
2. Preparation of documentation for bridge construction as required by Caltrans Construction Manual, including correspondences, RFI's, submittals, and daily reports (when on-site)
3. Photographic documentation of bridge construction (prior to, during, and after construction)
4. Review of all test results
5. Preparation of Non-Compliance Reports (NCRs), as appropriate
6. Review of contractor's remediation plans for resolution of NCRs
7. Measure and document work for payment to the contractor, as requested
8. Research and provide input on structures related change orders
9. Provide structures input as it relates to the project's CPM schedule
10. Attendance at regular construction meetings, as requested
11. Bridge punch list recommendations in MS Word
12. Provide support for all structures-related disputes
13. Preparation of final bridge construction punch list

Deliverables include:

1. Weekly structure reports covering the days of our inspections in PDF format
2. Structures photo log
3. Documentation per the Caltrans Construction Manual

Materials Testing and Special Inspection Services

This initial material testing and special inspection scope is based on a 26-week period for the East Valley Parkway project, if the project extends longer additional authorization will be required. Based on our understanding of the work, our services will include the following:

- Two weeks of shop welding inspection requiring a full time Welding/NDT Inspector.
- Two weeks of precast concrete shop inspection under the full time supervision of an ICC Inspector.
- Acceptance Testing and Production Start-Up Evaluation prior to construction will not be required.
- Soil Inspector will be required for the piers, abutments and sound wall foundation preparation as well as aggregate base and asphalt placement. We have assumed 30 days of AC paving.
- Part time Inspector assisting the Structures Representative in providing concrete, steel, welding and masonry inspection during the bridge and sound wall construction.
- Material testing frequency are based on Caltrans 2010 Standard Specifications, which are summarized as follows:
 - Moisture content of asphalt at one test per production day.
 - Sieve analysis on asphalt aggregate at one per 750 tons.
 - Sand equivalent on asphalt aggregate at one per 750 tons.
 - Asphalt binder content at one per 750 tons.
 - Moisture content of asphalt aggregate at two test per production day.

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- Stability test on asphalt at two tests per five production days.
- LA Rattler test at one test per project.
- Percent crushed particles test at one test per project.
- Flat and elongated particles test at one test per project.
- Fine aggregate angularity test at one test per project.
- Voids filled with asphalt at one test per project.
- Voids in mineral aggregate at one test per project.
- Dust proportion test at one test per project.
- Maximum theoretical unit weight test (Rice) at one per production day.
- In-situ asphalt core density test (for percent compaction) at one per production day.
- Sieve analysis on aggregate base at one per project.
- Durability Index on aggregate base at one per project.
- R-Value test on aggregate base at one per project.
- Sand Equivalent test on aggregate base at one per project.
- Sieve analysis on soil subbase at one per project.
- R-value on soil subbase at one per project.
- Sand Equivalent on soil subbase at one per project.
- Maximum Dry Density on soil subbase at one per project.
- Rebar bend test at one test per shipment.
- Rebar pull test at one test per shipment.
- Prestressed steel tensile test for strands
- Grout compression test at one test per production day (3 samples per test).
- Masonry prism compression testing at one per five production days.
- Concrete flexural test (3 beams per set)
- Concrete compression testing at one test per production day (5 samples per test).
- Pile Dynamic Analyzer (PDA) monitoring of steel piles at Abutments 1 and 3.
- Gamma-gamma logging of CIDH piles at Pier 2 per CA Test 233.

Deliverables will include:

1. Written reports on the lab and field testing results

Storm Water Inspection Services

NOI Assistance

NV5 will provide assistance the City with filing the Notice of Intent for the Construction General Permit (NOI) on SMARTS and work with the City's Legally Responsible Person (LRP) or Approved Signatory to certify the NOI in a timely fashion. Based on the SWPPP that was prepared for the 100% submittal the total disturbed area is approximately 9.0 acres which would require a fee to the State Water Resources Control Board of \$909. We have included a reimbursable allowance for the NOI fee as part of our proposal.

Weekly Inspections

NV5 will provide a Qualified SWPPP Practitioner (QSP) to conduct weekly inspections of the construction site and document all findings in a weekly report. Inspections, sampling, reporting, and termination of permit shall be conducted in accordance with the Construction General Permit (CGP), Order No. 2009-0009-DWQ as amended and the project's SWPPP. Our QSP will work closely with the Field Engineering Inspector (FEI)

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OFFICES NATIONWIDE

Ms. Julie Procopio
June 29, 2017
Page 4

to ensure the proper placement of all BMPs on site and to perform any required training to crews working at the site during our weekly inspections.

For purposes of this proposal, we have assumed that 26 weekly inspections will be performed and that each inspection (including writing of the report) can be done assuming 2 hours of field time and 2 hours for writing the report and doing any follow-up. During each inspection the NV5 QSP will take photos and coordinate any follow-up/action items with the site's FEI. The report will get emailed to the Contractor and City staff within 24 hours of performing the inspection. Each inspection includes travel each way to and from the site, time at the site to perform the inspection and review the SWPPP for completeness and train any necessary individuals, coordination with the site superintendent on any follow-up action items, preparation of weekly inspection report with photos, and project management. We have also included time to prepare up to 3 formal SWPPP amendments if needed and also to prepare at least 2 quarterly non-stormwater inspection reports.

Deliverables include a weekly inspection report that will be included as a hard copy in the SWPPP binder on site and emailed to the site superintendent and City staff.

Rain Inspections

In addition to weekly inspections, the Construction General Permit (CGP) requires inspections to be performed prior to, during, and after all qualifying rain events (greater than 0.5 inch of rain). NV5's QSP will perform all necessary rain event inspections, and shall obtain printed copy of precipitation forecast from NOAA and NOAA rain gauge data. For purposes of this proposal we have assumed that 12 rain event inspections will be performed during construction in addition to the weekly inspections. Rain Event Action Plans (REAPs) will be prepared by our QSP prior to any predicted Rain Events that have a 50% or greater probability of producing precipitation at the site, and discussed with the FEI during the pre-rain inspection.

Deliverables include a rain event inspection reports for pre, during, and post inspections that will be included as a hard copy in the SWPPP binder on site. Pre-Rain event inspections will include Rain Event Action Plans (REAPs).

Sampling

pH, turbidity, and non-visible pollutants sampling will be required for this project since it has been identified as a Risk Level 2 project and NV5's QSP can perform all required sampling. NV5 will calibrate their pH meters and turbidimeters prior to any rain event and collect the required samples from discharge points identified on the BMP Site Map. If the sampling results are over the limits described in the CGP, NV5 will work with the Contractor and City to incorporate a revised BMP plan and will be responsible for preparing the Numeric Action Level (NAL) exceedance report in SMARTs. NV5 will upload all sampling information into the SMARTs as Ad Hoc reports for any samples that are collected.

Deliverables include inspection reports for all rain event inspections performed, and preparation of Ad Hoc reports for uploading to SMARTs that include all sampling information.

Annual Reporting

NV5 will prepare the annual report for the project. We can fill out this information directly on SMARTs if we are linked as a data submitter by the City or provide the information required on our annual report template that we have developed in-house. For purposes of this proposal and based on an estimated 9-month construction period we are assuming that only one annual report will be required. Our annual report will include information on the following:

NV5

OFFICES NATIONWIDE

- Sampling and Analysis Results (if taken)
- Documentation of any non-stormwater discharges (i.e. water line breaks, etc.) if they occur
- Summary of all corrective actions taken during the year
- Information on any compliance activities not implemented
- Summary of any violations (if any)
- Summary of all inspections performed for the site including who they were performed by
- Training records of all individuals trained to comply with the SWPPP
- Documentation for those individuals responsible for installing/maintaining BMPs on site and their credentials

Deliverables include one annual report either provided to the City or uploaded directly onto SMARTs by NV5.

Notice of Termination

NV5 will prepare the Notice of Termination (NOT) when the project is completed, all disturbed areas have been stabilized, and all temporary BMPs have been removed from the construction site. NV5 will work with the City to complete the necessary information required for certification of the NOT on SMARTS.

Deliverables include entry of all required information for NOT on SMARTs and a photo log of the site conditions, including pre-construction photographs.

Understandings and Exclusions

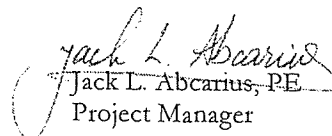
1. Construction staking is excluded.
2. Agency fees, permits and assessments are excluded.
3. Inspection of franchise utility construction is excluded.
4. Community outreach is excluded.

We propose to provide these services for East Valley Parkway and Valley Center Road on a time and materials basis for a fee, not to exceed \$499,918.40. Payment requests shall be submitted in the City's standard format, along with a summary of staff hours. Feel free to contact us with any comments or questions you may have.

Sincerely,



Carmen C. Kasner, PE
Regional Chief Executive



Jack L. Abcarius, PE
Project Manager

NIVIS

OFFICES NATIONWIDE

CONSTRUCTION QUALITY ASSURANCE • INFRASTRUCTURE • ENERGY • PROGRAM MANAGEMENT • ENVIRONMENTAL



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8

Date: July 12, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Douglas W. Shultz, City Treasurer

SUBJECT: Investment Management Consulting Agreement with Templeton Financial Services, Inc.

RECOMMENDATION:

The City Treasurer recommends that the City Council adopt Resolution No. 2017-79, approving the Investment Management Consulting Agreement with Templeton Financial Services, Inc. to provide investment management services for \$20 million of the City's longer term investments.

FISCAL ANALYSIS:

Templeton Financial Services, Inc. will be providing investment management services for \$20 million of the City's portfolio. This equates to an annual investment management fee of \$25,000, this fee will be calculated and billed monthly. It is believed that the skill, knowledge, and access to the markets that Templeton Financial Services, Inc. will provide to the City will produce sufficient additional return on investment to offset the above costs for services.

GENERAL PLAN ANALYSIS:

Not applicable

PREVIOUS ACTION:

None

BACKGROUND:

The City Treasurer's Department is responsible for managing the investment portfolio of the City in accordance with the City's investment policy and existing California statutes. Managing the City's investment portfolio involves optimizing investment performance once the objectives of safety of principal and liquidity needs are met. Maximizing investment returns requires constant attention and resources. One way around this constraint is to utilize an external investment manager. The premise for using an external investment manager is that their skill, knowledge, and access to the markets can provide the City with sufficient additional return on investment to offset the management fees they charge to provide the service.

The City Treasurer's Department developed a pilot program to test this premise. This pilot program involves segregating the City's investment portfolio into three sub-portfolios. The first sub-portfolio, called Liquidity Pool, will hold the funds required to meet the City's short term cash needs as required by the City's investment policy. The second sub-portfolio, called Reserve A, will be the agreed upon \$20 million in assets that the City will designate for investment by an external investment manager. The remaining sub-portfolio, called Reserve B, will include all assets under the City's direct management.

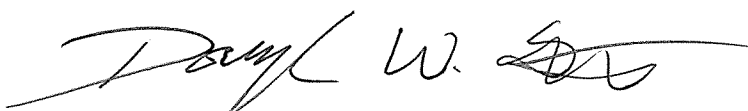
On a monthly basis, the external investment manager will compare the investment performance of Reserve A and Reserve B to appropriate industry standards. They will also compare the performance of Reserve A net of fees to the performance of the City's Reserve B. This will allow City staff to evaluate whether an external investment manager can add sufficient value to the City to offset the fees associated with this service. After one year, the City Treasurer's Department will report back to the City Council on the outcome of this pilot program.

The City Treasurer spoke to three investment advisors to test this pilot program from the following investment advisory firms: Chandler Asset Management, Templeton Financial Services, Inc., and Asset Mark. Templeton Financial Services, Inc. was chosen based on a grid scale as seen below.

	Experience with institutional clients	Net Rate of Return	Understanding of the Investment policy	Experience with public entities	Total
Chandler Asset Management	10	2	10	10	32
Templeton Financial Services	10	8	10	7	35
Asset Mark	10	0	5	4	19

These three firms all had experience working with institutional clients and their fees were all competitive. The City Treasurer recommends the selection of Templeton Financial Services, Inc. This firm's annual proposed net rate of return based on current market conditions was greatest while keeping fees competitive and investments within the city and state guidelines.

Respectfully submitted,



Douglas W. Shultz
City Treasurer

RESOLUTION NO. 2017-79

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE, ON BEHALF OF THE
CITY, A CONSULTING AGREEMENT WITH
TEMPLETON FINANCIAL SERVICES, INC.
FOR INVESTMENT MANAGEMENT
SERVICES

WHEREAS, the City Treasurer's Department for the City of Escondido ("City") is responsible for managing the investment portfolio of the City in accordance with the City's investment policy and existing California statutes; and

WHEREAS, managing the City's investment portfolio involves optimizing investment performance once the objectives of safety of principal and liquidity needs are met; and

WHEREAS, maximizing investment returns requires constant attention and resources, and one way around this constraint is to utilize an external investment manager; and

WHEREAS, the premise for using an external investment manager is that their skill, knowledge, and access to the markets can provide the City with sufficient additional return on investment to offset the management fees they charge to provide the service; and

WHEREAS, the City Treasurer conducted three Oral Proposals for investment management services on the City's longer term investments; and

WHEREAS, the City Treasurer recommends Templeton Financial Services, Inc. ("Consultant") as the consultant to provide investment management services; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a Consulting Agreement (“Agreement”) with the Consultant in an amount not to exceed the fees set forth in the Proposal submitted by the Consultant; and

WHEREAS, either the Consultant or the City may terminate this Agreement upon written notice.

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 City Treasurer.
3. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with the Consultant. A copy of the Agreement is attached as Exhibit “1” and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this 12th day of July, 2017.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Douglas W. Shultz
760-839-4619
("CITY")

And: Templeton Financial Services, Inc.
1490 S. Price Road, Suite 101
Chandler, AZ 85286
Attn: Len Templeton
480-883-1073
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide full-time investment management services on \$20 million of the City's longer term investments in accordance with the CITY's Investment Policy and California Government Code; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$25,000.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

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

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

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

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

22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

(Consultant name)

Date: _____

(Consultant signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

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



1490 S Price Road
Suite 101
Chandler, AZ 85286
480-883-1073

Attachment "A" to Consulting Agreement

This agreement is entered between The City of Escondido (the "Client") and Templeton Financial Services, Inc. ("Adviser"), a registered investment adviser.

- 1. Account Management.** The Client is opening a discretionary advisory account (the "Account") with Adviser. The Client authorizes Adviser to buy, sell, or otherwise trade securities or other investments in the Account without discussing the transactions with the Client in advance. Such securities may include, and are limited to, all approved investments listed in the City's Investment Policy Statement. The Client also authorizes Adviser to take all necessary action to open and maintain the Account and to effect securities transactions for the Account. Adviser will make investment decisions for the Account according to the investment objectives and financial circumstances described in the Client's Portfolio Objective & Strategy (POS). The Client agrees promptly to inform Adviser if the information provided in the POS becomes materially inaccurate. The Client also agrees to consult with Adviser at least annually to provide updated information, if any, about the Client's financial circumstances and investment objectives. The Client acknowledges and understands that the services to be provided by Adviser under this Agreement are limited to the management of the Assets and **do not** include financial planning or any other related or unrelated consulting services.
- 2. Selecting a Broker.** Adviser has full power and discretion to select the broker or dealer to execute transactions for the Account and to negotiate and determine any commission rates to be paid for such transactions. Adviser will use its best efforts to have transactions executed at prices that are advantageous to Client and at commission rates that are reasonable in relation to the benefits received. Adviser may consider a number of factors when selecting a broker or dealer to effect a transaction, including its financial strength and stability, the efficiency with which the transaction will be effected, and the value of research products and services that a broker lawfully may provide to assist Adviser in the exercise of its investment discretion. Adviser may pay a broker who provides research services commissions that are competitive but that are higher than the lowest available rate that another broker might have charged, if Adviser determines in good faith that the commissions are reasonable in relation to the value of the brokerage and research services provided.

If Adviser believes that the purchase or sale of a security is in Client's best interest along with the best interest of its other clients, Adviser may, but shall not be obligated to, aggregate the securities to be sold or purchased to obtain favorable execution or lower brokerage commissions, to the extent permitted by applicable laws and regulations. Adviser will allocate securities so purchased or sold, as well as the expense incurred in the transaction, in the manner that it considers to be equitable and consistent with its fiduciary obligations to Client and its other clients.

3. **Custody**. The Client has appointed or will appoint a separate custodian, such as Charles Schwab Corp., or TD Ameritrade (the "Custodian") to take possession of the cash, securities, and other assets in the Account. Adviser will have no access to the assets in the Account or to the income produced therefrom and will not be responsible for any acts or omissions of the Custodian. The Client has directed or will direct the Custodian to send a statement at least monthly indicating all amounts disbursed from the Account (including the amount of any fees paid to Adviser), all transactions occurring in the Account during the period covered by the statement, and a summary of the Account positions and portfolio value at the end of the period. The Client has directed or will direct the Custodian to send copies of the Account statements to Adviser, along with an indication that the statements have been sent to the Client.
4. **Reporting**. Adviser will provide the Client with a monthly Account statement, which includes a summary of the performance/yield of the account and an inventory of holdings. The Client also will receive a confirmation of each transaction executed for the Account.
5. **Term**. This Agreement shall expire one (1) year after fully executed unless terminated pursuant to Section 10 of this Attachment "A" or renewed on such written terms as are agreeable to the Parties hereto.
6. **Fees**. The Account will be charged a monthly investment advisory fee payable in arrears. The actual annual fee charged to the Account is \$25,000.00 pro-rated monthly.
 - a. **Payment**. The Fee will be payable monthly in arrears upon deposit of any funds or securities in the account.
 - b. **Payment Method**. The Client may indicate by initialing the option below to arrange payment of Adviser's fee.

____ Adviser is authorized to invoice the Custodian directly for its fees. The Client will be responsible for verifying the accuracy of the fee calculation -- the Custodian will not determine whether the fee is calculated properly. The Client agrees to instruct Custodian to pay such fees directly to Adviser.

- c. **Changes to Fee.** The Client understands and agrees that the fee shall continue for one (1) year. At the end of that period, if the Agreement is renewed, a new fee will be determined at terms agreeable to both the Client and the Adviser.
- d. **Other Fees and Charges.** The Client will be solely responsible for all commissions and other transaction charges and any charge relating to the custody of securities in the Account.
7. **Non-exclusive Relationship.** The Client acknowledges and agrees that Adviser may act as an investment adviser to other clients and receive fees for such services. The advice given and the actions taken with respect to such clients and Adviser's own account may differ from advice given or the timing and nature of action taken with respect to the Client's account. The Client further recognizes that transactions in a specific security may not be accomplished for all clients' accounts at the same time or at the same price.
8. **Proxy Voting.** Unless the parties otherwise agree in writing, Adviser shall have authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by an Account.
9. **Assignment.** This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940) by either Client or Adviser without the prior consent of the other party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisers Act of 1940. Should there be a change in control of the Adviser resulting in an assignment of this Agreement (as that term is defined under the Advisers Act), the successor adviser will notify the Client and will continue to provide the services previously provided to the Client by the Adviser. If the Client continues to accept such services provided by the Successor without written objection during the 60 day period subsequent to receipt of the written notice from the Successor, the Successor will assume that the client has consented to the assignment and the Successor will become the adviser to the client under the terms and conditions of this Agreement.
10. **Minimum Account Size.** The Account shall be initially funded with \$20,000,000.
11. **Termination.** Either party may terminate this agreement at any time without penalty upon receipt of 30 days written notice. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this agreement. Upon termination, it is the Client's responsibility to monitor the securities in the Account, and Adviser will have no further obligation to act or advise with respect to those assets. Upon termination of this agreement, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid

fees will be due and payable. If this agreement is terminated after five business days of its signing, any prepaid fees will be prorated and the unused portion will be returned to the Client.

12. Representations.

- a. Adviser represents that it is registered as an investment adviser under the Securities Exchange Act and is authorized and empowered to enter into this agreement.
- b. The Client represents and confirms that: (1) the Client has full power and authority to enter into this agreement; (2) the terms hereof do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or
- c. If this agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by Adviser are within the scope of the services and investments authorized by the governing instruments of, and/or laws and regulations applicable to, the Client and that such trustee or fiduciary is duly authorized to enter into and renew this agreement. The trustee or fiduciary shall provide Adviser with copies of the governing instruments authorizing establishment of the Account. The trustee or fiduciary undertakes to advise Adviser of any material change in his or her authority or the propriety of maintaining the Account.

13. Risk. The Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. The Client represents that no party to this agreement has made any guarantee, either oral or written, that the Client's investment objectives will be achieved. Adviser shall not be liable for any error in judgment and/or for any investment losses in the Account in the absence of malfeasance, negligence, or violation of applicable law. Nothing in this agreement shall constitute a waiver or limitation of any rights which the Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

14. Legal Proceedings. Adviser shall have no obligation to render advice or take any action with respect to securities or other investments, or the issuers thereof, which become subject to any legal proceedings, including bankruptcies.

15. Notice. Any notice or other communication required or permitted to be given pursuant to this agreement shall be deemed to have been duly given when delivered in person, or sent by telecopy, sent by overnight courier, or three days after mailing by registered mail (postage prepaid). All notices or communications to Adviser should be sent to the portfolio manager of the Account at Adviser's main address. All notices or communications to the Client will be sent to the address contained in the questionnaire pertaining to the Account.

- 16. Disclosure Document.** The Client acknowledges receipt of Adviser's Form ADV, Part II or similar disclosure document. The Client has the right to terminate this agreement without penalty within five business days after entering into the agreement. The Client also acknowledges that he has reviewed and understands the risk factors and the fees associated with the Account.
- 17. Electronic Delivery.** The Client authorizes the Adviser to deliver, and the Client agrees to accept, all required regulatory notices and disclosures via electronic mail, as well as all other correspondence from the Adviser. Adviser shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the Client's last provided email address.
- 18. Restrictions.** Adviser shall discharge its investment management responsibilities consistent with the Client's designated investment objectives. Unless Client has advised Adviser to the contrary, in writing, there are no restrictions that Client has imposed upon Adviser with respect to the management of the assets.
- 19. Privacy Notice.** Client acknowledges prior receipt of Adviser's *Privacy Notice*.
- 20. Compliance with All Laws.** Advisor agrees to comply with all federal, state, and local laws, rules and regulations including, but not limited to, California Government Code §§ 53600 *et. seq.* relating to the investment decisions on municipal funds and the Client's current Investment Policy.

Attachment "B"

List of Personnel to Provide Services to City

Following are the personnel from Templeton Financial Services, Inc. that will be performing the investment management services for the City.

Len Templeton – President

Bill Smith – Vice President



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9
Date: July 12, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services
Joan Ryan, Assistant Director of Finance

SUBJECT: Setting Special Tax Levy for Community Facilities District No. 2000-01
(Hidden Trails)

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2017-102, setting the Special Tax Levy for Community Facilities District No. 2000-01 (Hidden Trails) (the "District") for Fiscal Year 2017-18.

FISCAL ANALYSIS:

A Special Tax is levied annually on land within Community Facilities District No. 2000-01 (Hidden Trails) and collected through the County of San Diego Treasurer-Tax Collector's Office. The funds from the Special Tax are used to meet debt service obligations from the issuance of bonds for the District.

PREVIOUS ACTION:

The City Council approved the establishment of Community Facilities District No. 2000-01 (Hidden Trails) on September 20, 2000, and has annually adopted a resolution setting the annual Special Tax Levy. Prior year's Resolution No. 2016-96 was adopted on July 13, 2016.

BACKGROUND:

At the request of the property owner/developer and pursuant to the City's Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts, Community Facilities District No. 2000-01 (Hidden Trails) was formed for the purpose of acquiring certain backbone facilities including street, water and sewer facilities which were constructed within the Hidden Trails development. According to the Special Tax Report for Community Facilities District No. 2000-01 (Hidden Trails), a Special Tax shall be levied annually on land within the District and collected in the same manner and at the same time as ordinary ad valorem property taxes. The City is responsible for annually determining the Special Tax liability for each parcel within the District and for providing this information to the County of San Diego in August of every year.

A Maximum Special Tax Rate was established for developed residential property and undeveloped property. Attached as Exhibit "A" of Resolution No. 2017-102 is the amount of the Maximum Special Tax and Proposed Actual Special Tax for Fiscal Year 2017-18.

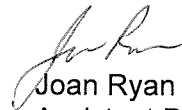
A comparative analysis of the annual Special Tax Levy Calculation for Fiscal Year 2017-18 is also presented. As noted in the analysis, the 2017-18 Special Tax Levy requirement increased by 1.68% in the amount of \$3,330.20 or an average of \$11.48 per parcel. Explanation of the levy increase for the 2017-18 Fiscal Year is listed below:

- (1) The Debt Service Requirement for the 2017-18 levy calculation, which consists of required Principal and Interest payments for the period from September 2, 2017, through September 1, 2018, increased by a total of \$6,525.00 over the prior year.
- (2) Beginning cash resources used in the calculation for the 2017-18 levy are \$3,194.80 greater than the cash resources used in the prior year calculation. Actual cash resources available for the 2017-18 levy are estimated to be approximately \$17,730.31 greater than the amount of \$165,115.63 used in the calculation of the 2017-18 tax levy. The additional \$17,730.31 of available cash is not used in the current year levy calculation, as the use of all available cash for the 2017-18 levy would result in very large variances in the levy from this year to next (a large levy decrease in current year (12.92%) and then a subsequent year large levy increase). The additional \$17,730.31 in available cash resources will be used in the levy calculations of the future tax years. The increase in the available cash resources is primarily a result of the July 2013 refunding of the 2001 Series Bonds and arose due to additional interest earnings, elimination of the reserve fund and unexpended cost of issue funds.

Respectfully submitted,



Sheryl Bennett
Director of Administrative Services



Joan Ryan
Assistant Director of Finance

City of Escondido CFD 2000-01 (Hidden Trails)
 Analysis of Special Tax Levy Requirement
 Tax Year 2017-18

Description	Prior Tax Year 2015-16	Prior Tax Year 2016-17	Current Tax Year 2017-18	Change from Tax Year 2016-17	
				\$	%
Calculation of Annual Special Tax Levy					
Annual Resource Requirements:					
Debt Service on Bond Issue :					
Interest Due 09/01	\$ 44,615.63	\$ 43,615.63	\$ 42,615.63		
Principal Due 09/01	100,000.00	100,000.00	110,000.00		
Interest Due 03/01	43,615.63	42,615.63	41,378.13		
Interest Due 09/01	43,615.63	42,615.63	41,378.13		
Principal Due 09/01	100,000.00	110,000.00	110,000.00		
Total Principal and Interest Due for Annual Levy	\$331,846.89	\$338,846.89	\$345,371.89	\$6,525.00	1.93%
Additions to/(Withdrawals from) Required Reserve Fund Account:					
Reserve Requirement at Year End	0.00	0.00	0.00		
Less: Current Reserve Fund Account Balance	0.00	0.00	0.00		
Reserve Requirement/(Surplus)	0.00	0.00	0.00	0.00	0.00%
Estimated Annual Administrative Expense Requirements	20,808.00	20,808.00	20,808.00	0.00	0.00%
Total Estimated Annual Requirements	352,654.89	359,654.89	366,179.89	6,525.00	1.81%
Available Resources:					
Estimated Available Cash Account Balances at Start of Tax Year	(158,381.45)	(161,920.83)	(165,115.63)	(3,194.80)	1.97%
Annual Special Tax Levy Requirement	\$194,273.44	\$197,734.06	\$201,064.26	\$3,330.20	1.68%
Proposed Levy as Allocated among 290 Parcels	\$194,272.00	\$197,732.36	\$201,063.10	\$3,330.74	1.68%
Average Levy per Dwelling Unit	\$669.90	\$681.84	\$693.32	\$11.48	1.68%
Difference to Required Levy	(\$1.44)	(\$1.70)	(\$1.16)		

RESOLUTION NO. 2017-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2000-01 (HIDDEN TRAILS), PROVIDING FOR THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2017-18

WHEREAS, the City Council of the City of Escondido, California (the "Legislative Body"), has initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors to authorize the levy of a Special Tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). This Community Facilities District is designated as Community Facilities District No. 2000-01 (Hidden Trails) (the "District"); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2000-30 (the "Ordinance") pursuant to Section 53340 of the Government Code of the State of California, has authorized the levy of Special Taxes (as such term is defined in the Ordinance) within the District to finance authorized facilities; and

WHEREAS, Government Code Section 53340 provides that this legislative body may provide, by resolution, for the levy of the Special Taxes in the current tax year at the same rates or at a lower rate than the rate provided for in the Ordinance, if such resolution is adopted and a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for the current tax year (the

“Certified Parcel List”) is timely filed by the clerk or other official designated by this legislative body with the Auditor of the County of San Diego (the “County Auditor”) on or before August 10 of the applicable tax year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, acting as the legislative body of Community Facilities District No. 2000-01 (Hidden Trails), as follows:

1. That the above recitations are true.
2. That this legislative body hereby authorizes and provides for the levy of the Special Tax within the District on those Taxable Properties (as such term is defined in the Ordinance) within the District for Fiscal Year 2017-18 so long as the rates of such Special Tax are the same rates or lower rates than the rates provided for in the Ordinance. The Proposed Special Tax Rates for the District for Fiscal Year 2017-18 are contained on Exhibit “A” attached to this Resolution and incorporated by this reference. After adoption of this Resolution, the Director of Administrative Services of the City, or Director of Administrative Service’s designee, may make any necessary modifications to these Special Tax Rates to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amounts to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the County Auditor.
3. That the Director of Administrative Services is hereby designated and directed to prepare and submit a Certified Parcel List to the County Auditor on or before August 10, or such later date to which the County Auditor may agree, setting forth the

amount of the Special Tax to be levied on each Taxable Property within the District calculated pursuant to the Ordinance and subject to the limitations set forth in Section 2 above.

4. That the Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Treasurer-Tax Collector of the County of San Diego is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Special Tax. Any Special Taxes that may not be collected on the County of San Diego ("County") tax roll shall be collected through a direct billing procedure by the Treasurer of the City of Escondido, acting for and on behalf of the District.

5. That the County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the Special Tax.

6. That the County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

Exhibit "A"

**City of Escondido
Community Facilities District 2000-01
(Hidden Trails)**

Special Tax Rates for Fiscal Year 2017-18

Land Use Categories	Description	Assigned Special Tax	Proposed Actual Special Tax*
Category 1**	Residential Property	\$0.39 per sq. ft.	\$0.25857 per sq. ft.
Category 2**	Other Property	\$2,861 per net acre	\$1,896.84 per net acre
Category 3	Undeveloped Property	\$3,290 per net acre	\$0.00 per net acre

* Special Tax rates shown above have been rounded to decimals shown, actual tax rates are not rounded.

** The Proposed Actual Special Tax shown above is the authorized levy for the current fiscal year. The submitted actual levy maybe reduced as directed by the Director of Administrative Services.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10

Date: July 12, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services
Joan Ryan, Assistant Director of Finance

SUBJECT: Setting Special Tax Levy for Community Facilities District No. 2006-01
(Eureka Ranch)

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2017-103, setting the Special Tax Levy for Community Facilities District No. 2006-01 (Eureka Ranch) (the "District") for Fiscal Year 2017-18.

FISCAL ANALYSIS:

A Special Tax is levied annually on land within Community Facilities District No. 2006-01 (Eureka Ranch) and collected through the County of San Diego Treasurer-Tax Collector's Office. The funds from the Special Tax are used to meet debt service obligations from the issuance of bonds for the District.

PREVIOUS ACTION:

The City Council approved the establishment of Community Facilities District No. 2006-01 (Eureka Ranch) on September 27, 2006, and has annually adopted a resolution setting the annual Special Tax Levy. Prior year's Resolution No. 2016-97 was adopted on July 13, 2016.

BACKGROUND:

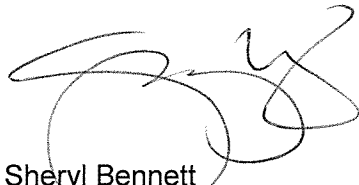
At the request of the property owner/developer and pursuant to the City's Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts, Community Facilities District No. 2006-01 (Eureka Ranch) was formed to provide street, storm drain and sewer improvements as well as utility undergrounding within the Eureka Ranch development and East Valley Parkway area. According to the Special Tax Report for Community Facilities District No. 2006-01 (Eureka Ranch), a Special Tax shall be levied annually on land within the District and collected in the same manner and at the same time as ordinary ad valorem property taxes. The City is responsible for annually determining the Special Tax liability for each parcel within the District and for providing this information to the County of San Diego in August of every year.

A Maximum Special Tax Rate was established for developed residential property and undeveloped property. Attached as Exhibit "A" of Resolution No. 2017-103 is the amount of the Maximum Special Tax and Proposed Actual Special Tax for Fiscal Year 2017-18.

A comparative analysis of the annual Special Tax Levy Calculation for Fiscal Year 2017-18 is also presented. As noted in the analysis, the 2017-18 Special Tax Levy requirement increased by 3.64% in the amount of \$37,499.29 or an average of \$110.94 per parcel. Explanation of the levy increase for the 2017-18 Fiscal Year is listed below:

- (1) The Debt Service Requirement for the 2017-18 levy calculation, which consists of required Principal and Interest payments for the period from September 2, 2017 through September 1, 2018, was increased by a total of \$153,150.00.
- (2) Delinquency Contingency provision for the 2017-18 levy calculation has been increased by a total of \$3,529.60. This increase was due to realization of an increase in the actual Fiscal Year 2016-17 delinquency rate (from .76% to 1.07%).
- (3) Net available beginning cash resources for the 2017-18 levy calculation are \$119,180.31 more than the prior year.

Respectfully submitted,



Sheryl Bennett
Director of Administrative Services



Joan Ryan
Assistant Director of Finance

City of Escondido CFD 2006-01 (Eureka Ranch)
 Analysis of Special Tax Levy Requirement
 Tax Year 2017-18

Description	Prior Tax Year 2015-16	Prior Tax Year 2016-17	Current Tax Year 2017-18	Change from Tax Year 2016-17	
				\$	%
Calculation of Annual Special Tax Levy					
Annual Resource Requirements:					
Debt Service on Bond Issue :					
Interest Due 09/01	\$ 403,196.25	\$ 298,950.00	\$ 296,000.00		
Principal Due 09/01	410,000.00	295,000.00	445,000.00		
Interest Due 03/01	445,103.33	296,000.00	291,550.00		
Interest Due 09/01	298,950.00	296,000.00	291,550.00		
Principal Due 09/01	<u>295,000.00</u>	<u>445,000.00</u>	<u>460,000.00</u>		
Total Principal and Interest Due for Annual Levy	\$1,852,249.58	\$1,630,950.00	\$1,784,100.00	\$153,150.00	9.39%
Additions to/(Withdrawals from) Required Reserve Fund Account:					
Reserve Requirement at Year End	0.00	0.00	0.00		
10% of the Original Principal	0.00	0.00	0.00		
Maximum Annual Debt Service	0.00	0.00	0.00		
125% of Average Annual Debt Service	0.00	0.00	0.00		
Resulting Reserve Requirement	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		
Less: Current Reserve Fund Account Balance	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		
Reserve Requirement/(Surplus)	0.00	0.00	0.00	0.00	0.00%
Estimated Annual Administrative Expense Requirements	47,803.70	47,803.70	47,803.70	0.00	0.00%
Contingency for Delinquency	<u>17,143.07</u>	<u>7,762.11</u>	<u>11,291.71</u>	<u>3,529.60</u>	45.47%
Total Estimated Annual Requirements	1,917,196.35	1,686,515.81	1,843,195.41	156,679.60	9.29%
Available Resources:					
Estimated Available Cash Account Balances at Start of Tax Year	<u>(835,266.11)</u>	<u>(657,423.05)</u>	<u>(776,603.36)</u>	<u>(119,180.31)</u>	18.13%
Annual Special Tax Levy Requirement	<u>\$1,081,930.24</u>	<u>\$1,029,092.76</u>	<u>\$1,066,592.05</u>	<u>\$37,499.29</u>	3.64%
Proposed Levy as Allocated among 338 Parcels	<u>\$1,081,929.16</u>	<u>\$1,029,091.00</u>	<u>\$1,066,590.32</u>	<u>\$37,499.32</u>	3.64%
Average Levy per Dwelling Unit	<u>\$3,200.97</u>	<u>\$3,044.65</u>	<u>\$3,155.59</u>	<u>\$110.94</u>	3.64%
Difference to Required Levy	(\$1.08)	(\$1.76)	(\$1.73)		

RESOLUTION NO. 2017-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (EUREKA RANCH), PROVIDING FOR THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2017-18

WHEREAS, the City Council of the City of Escondido, California (the "Legislative Body"), has initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors to authorize the levy of a Special Tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). This Community Facilities District is designated as Community Facilities District No. 2006-01 (Eureka Ranch) (the "District"); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2006-32 (the "Ordinance") pursuant to Section 53340 of the Government Code of the State of California, has authorized the levy of Special Taxes (as such term is defined in the Ordinance) within the District to finance authorized facilities; and

WHEREAS, Government Code Section 53340 provides that this legislative body may provide, by resolution, for the levy of the Special Taxes in the current tax year at the same rates or at a lower rate than the rate provided for in the Ordinance, if such resolution is adopted and a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for the current tax year (the

“Certified Parcel List”) is timely filed by the clerk or other official designated by this legislative body with the Auditor of the County of San Diego (the “County Auditor”) on or before August 10 of the applicable tax year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, acting as the legislative body of Community Facilities District No. 2006-01 (Eureka Ranch), as follows:

1. That the above recitations are true.
2. That this legislative body hereby authorizes and provides for the levy of the Special Tax within the District on those Taxable Properties (as such term is defined in the Ordinance) within the District for Fiscal Year 2017-18 so long as the rates of such Special Tax are the same rates or lower rates than the rates provided for in the Ordinance. The Proposed Special Tax Rates for the District for Fiscal Year 2017-18 are contained on Exhibit “A” attached to this resolution and incorporated by this reference. After adoption of this resolution, the Director of Administrative Services of the City, or Director of Administrative Service’s designee, may make any necessary modifications to these Special Tax Rates to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amounts to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the County Auditor.
3. That the Director of Administrative Services is hereby designated and directed to prepare and submit a Certified Parcel List to the County Auditor on or before August 10, or such later date to which the County Auditor may agree, setting forth the

amount of the Special Tax to be levied on each Taxable Property within the District calculated pursuant to the Ordinance and subject to the limitations set forth in Section 2 above.

4. That the Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Treasurer-Tax Collector of the County of San Diego is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Special Tax. Any Special Taxes that may not be collected on the County of San Diego ("County") tax roll shall be collected through a direct billing procedure by the Treasurer of the City of Escondido, acting for and on behalf of the District.

5. That the County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the Special Tax.

6. That the County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

Exhibit "A"

**City of Escondido
 Community Facilities District No. 2006-01
 (Eureka Ranch)**

Special Tax Rates for Fiscal Year 2017-18

Tax	Building Square Footage ("BSF")	Assigned Special Tax	Proposed Actual Special Tax*
Residential Property:**			
Tax Class 1	> 3,600	\$1.214 per BSF	\$0.9338 per BSF
Tax Class 2	3,251 – 3,600	\$1.275 per BSF	\$0.9807 per BSF
Tax Class 3	2,851 – 3,250	\$1.350 per BSF	\$1.0384 per BSF
Tax Class 4	2,551 – 2,850	\$1.407 per BSF	\$1.0823 per BSF
Tax Class 5	≤ 2,550	\$1.526 per BSF	\$1.1738 per BSF
Non-Residential Property:**			
Tax Class 6	NA	\$20,750.00 per Acre	\$15,960.91 per Acre
Undeveloped Property	NA	\$20,750.00 per Acre	\$0.00 per Acre

* Special Tax Rates shown above have been rounded to decimals shown, actual tax rates are not rounded.

** The Proposed Actual Special Tax shown above is the authorized levy for the current fiscal year. The submitted actual levy may be reduced as directed by the Director of Administrative Services.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11

Date: July 12, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Danielle Lopez, Assistant Director of Community Services
Jilaine Hernandez, Supervisor III

SUBJECT: Second Amendment to the Public Service Agreement with Redwood Senior Homes and Services for Meal Service

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-104, authorizing the Mayor and City Clerk to execute a Second Amendment to the Public Service Agreement with Redwood Senior Homes and Services (RSHS) Town Court, to provide meals for the Nutrition Program offered at the Escondido Senior Center for Fiscal Year 2017-2018 in the amount of \$129,050.

FISCAL ANALYSIS:

Funding for senior meals is included in the FY 2017-18 Senior Nutrition budget in the amount of \$104,515. Additionally, the Senior Nutrition program has been awarded CDBG funding for FY 17-18, of which \$24,535 will pay for senior meals. Combined, the two amounts total \$129,050 required for the Agreement.

The City has been awarded a nutrition grant through the County of San Diego Aging and Independent Services, which will commence on July 1, 2017. This grant will offset the Senior Nutrition congregate meal costs at a rate of \$4.61 per meal, for a maximum of \$103,959.

PREVIOUS ACTION:

On January 17, 2001, the City Council approved an agreement with RSHS to provide catering services for the Escondido Senior Center Nutrition Program.

On June 24, 2009, the City Council approved a subsequent agreement with RSHS by adopting Resolution 2009-88. Amendments to this agreement have been approved by the City Council each fiscal year thereafter. This agreement expired on June 30, 2015.

In March 2015 Request for Proposals (RFPs) were mailed to seven businesses that provide senior meal services to residential senior communities as well as other San Diego and North County senior centers. After reviewing four returned RFP's, Redwood Senior Homes and Services, located in Escondido, received the contract.

Second Amendment to Public Service Agreement with Redwood Homes and Services for Meal Service

July 12, 2017

Page 2

On June 17, 2015, the City Council approved Resolution No. 2015-97, authorizing the Mayor and City Clerk to execute, on behalf of the city, a Public Service Agreement with Redwood Senior Homes and Services for provision of meal services.

On June 22, 2016, the City Council approved Resolution No. 2016-78, authorizing the Mayor and City Clerk to execute a First Amendment to the Public Service Agreement with Redwood Senior Homes and Services (RSHS) Town Court, to provide meals for the Nutrition Program offered at the Escondido Senior Center for Fiscal Year 2016-2017.

On June 14, 2017, the City Council approved Resolution No.2017-75, approving the City of Escondido Fiscal Year 2017-2018 Annual Operating Budget.

BACKGROUND:

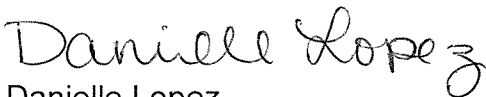
The City of Escondido has offered the Nutrition Program for over 41 years.

During the past year, the Senior Nutrition Program has experienced a slight decrease in the number of seniors who dine at the Senior Center. This was in part due to inclement weather, as well as multiple construction projects at the center that caused limited accessibility. In FY 15-16 staff served a total of 21,668 meals. By the end of FY 16-17, it is estimated that over 20,000 meals will have been served.

As a stipulation of receiving the County grant, seniors age 60+ are asked only for a suggested donation and cannot be turned away due to the lack of ability to donate.

The Senior Nutrition Program offers a solution to low-income Escondido seniors to access good nutrition and combat isolation in a positive environment. In return, the senior community continues to be an active participant in the City's economic and civic growth.

Respectfully submitted,



Danielle Lopez
Assistant Director of Community Services



Jilaine Hernandez
Supervisor III

RESOLUTION NO. 2017-104

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 SECOND AMENDMENT TO THE
PUBLIC SERVICE AGREEMENT WITH
REDWOOD SENIOR HOMES AND
SERVICES FOR PROVISION OF MEAL
SERVICES

WHEREAS, the City of Escondido recognizes the need for nutrition services for elderly persons in our community; and

WHEREAS, the City approved a the Public Service Agreement with Redwood Senior Homes and Services ("RSHS") Town Court to provide meals for the Nutrition Program via Resolution No. 2015-97 on June 17, 2015; and

WHEREAS, the City Council adopted a First Amendment to the Public Service Agreement with Redwood Senior Homes and Services ("RSHS") to provide meals for the Nutrition Program via Resolution No. 2016-78, on June 22, 2016; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to approve a Second Amendment to a Public Service Agreement ("Agreement") with Redwood Senior Homes and Services ("RSHS") to provide meal services for elderly; and

WHEREAS, the Assistant Director of Community Services recommends approval of the Agreement for (1) year; effective July 1, 2017, through June 30, 2018, in an amount not to exceed \$129,050.

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

1. That the above recitations are true.
2. That the City Council accept the recommendation of the Assistant Director of Community Services to approve a Second Amendment to the Public Services Agreement (“Agreement”) for (1) year; effective July 1, 2017, through June 30, 2018, in an amount not to exceed \$129,050.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement for one (1) year with Redwood Senior Homes and Services (“RSHS”) for meals services. A copy of the Agreement is attached as Exhibit “A” and is incorporated by this reference.



CITY OF ESCONDIDO
SECOND AMENDMENT TO PUBLIC SERVICE AGREEMENT

This "Amendment" is made this the 1st day of July 2017.

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

And: REDWOOD SENIOR HOMES AND SERVICES, a division of SOUTHERN
 CALIFORNIA PRESBYTERIAN HOMES, a not-for-profit corporation
 c/o Redwood Terrace
 710 W 13th Street
 Escondido, CA 92025
 ("CONTRACTOR")

Witness that whereas:

- A. CITY and CONTRACTOR entered into an agreement on July 1, 2015 ("Agreement"), wherein CITY retained CONTRACTOR to provide meals for the Escondido Senior Center Nutrition Program; and

- B. CITY and CONTRACTOR 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 CONTRACTOR as follows:

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

- 2. CITY will compensate the CONTRACTOR in the amount not to exceed \$129,050 pursuant to the conditions and compensation terms contained in "Attachment A" to this Amendment.

3. All other terms of the original Agreement between CITY and CONTRACTOR shall remain in full force and effect; in the event of any conflict between any specific provision of the original Agreement and this Amendment, this Amendment shall 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: _____

REDWOOD SENIOR HOMES AND SERVICES,
c/o Redwood Terrace
710 West 13th Street
Escondido, CA 92025

Kurt Norden
Executive Director

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

BY: _____

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

ATTACHMENT "A"

REDWOOD SENIOR HOMES AND SERVICES

Service Agreement

Meals for the Senior Nutrition Program

Fiscal Year 2017-2018
(July 1, 2017 to June 30, 2018)

Working with the City of Escondido staff, Redwood Terrace provide nutritionally balanced meals to older adults for the Senior Nutrition Program offered at the Escondido Senior Center, Monday through Friday. Redwood Senior Homes and Services agrees to provide the following:

1. Meals Monday through Friday at a cost of \$3.88 per meal.
2. Transport the meals from Redwood Terrace to the Escondido Senior Center, 210 Park Avenue, at a cost of \$10.00 per day.

The total cost of meal services for FY 17-18 shall not exceed \$129,050.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. 2004- _____ File No. _____

Ord No. 2004- _____

Agenda Item No.: 12
Date: July 12, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Danielle Lopez, Assistant Director of Community Services
Jilaine Hernandez, Supervisor III

SUBJECT: Second Amendment to the Public Service Agreement with Redwood Senior Homes and Services for Senior Transportation

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-105, authorizing the Mayor and City Clerk to execute a Second Amendment to the Public Service Agreement with Redwood Senior Homes and Services (RSHS), to provide transportation services for the Senior Nutrition Program in the amount of \$149,350.

FISCAL ANALYSIS:

Funding for transportation services is included in the FY 2017-18 Senior Nutrition budget in the amount of \$146,250. The difference will be covered by the Community Development Block Grant (CDBG) allocation. The CDBG funds will provide \$24,000 to the senior transportation program, which will be used to cover direct transportation costs to RSHS as well as staff salary costs. A nutrition grant through the County of San Diego Aging and Independence Services, will reimburse transportation services for Senior Nutrition Programs at the rate of \$5.25 per ride up to 10,609 rides, or \$55,697 for FY 2017/2018, resulting in defrayed costs to the City.

PREVIOUS ACTION:

On January 17, 2001, the City Council approved an agreement with Redwood Senior Homes and Services for transportation services for seniors.

On June 24, 2009, the City Council approved a subsequent agreement with RSHS by adopting Resolution 2009-89. Amendments to this agreement have been approved by Council each fiscal year thereafter. This agreement expired on June 30, 2015.

In March 2015, Request for Proposals were mailed to seven businesses that provide transportation services in north San Diego County. Two business submitted proposals and the two bids were compared for efficiency, reservation system, staffing, and van accommodation. Redwood Senior Homes and Services located in Escondido received the contract.

Second Amendment to the Public Service Agreement with Redwood Homes and Services for Senior Transportation
July 12, 2017
Page 2

On June 17, 2015, the City Council approved Resolution No. 2015-96, authorizing the Mayor and City Clerk to execute, on behalf of the city, a Public Service Agreement with Redwood Senior Homes and Services for provision of transportation services.

On June 22, 2016, the City Council approved Resolution No. 2016-79, authorizing the Mayor and City Clerk to execute a First Amendment to the Public Service Agreement with Redwood Senior Homes and Services (RSHS), to provide transportation services for the Senior Nutrition Program offered at the Escondido Senior Center for Fiscal Year 2016-2017.

On June 14, 2017, the City Council approved Resolution No. 2017-75, approving the City of Escondido Fiscal Year 2017-2018 Annual Operating Budget.


BACKGROUND:

The City of Escondido has provided van service for the Nutrition Program for approximately 22 years. During the past two years, the Senior Nutrition Program has experienced a steady participation in the numbers of seniors who utilize the transportation service. In FY 15-16, over 12,382 one-way rides were completed. By the end of FY 16-17, it is estimated that 10,500 trips will have been completed.

Escondido seniors are faced with a strained economy, soaring food and transportation costs, and find it difficult to make ends meet on a fixed income. The transportation services offered through the Senior Nutrition Program present a solution to Escondido seniors to access good nutrition and combat isolation in a positive environment. As a result of this service, the senior community continues to be an active participant in the City's economic and civic growth.

Respectfully submitted,


Danielle Lopez
Assistant Director of Community Services


Jilaine Hernandez
Supervisor III

RESOLUTION NO. 2017-105

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 SECOND AMENDMENT TO THE
PUBLIC SERVICE AGREEMENT WITH
REDWOOD SENIOR HOMES AND SERVICES
FOR PROVISION OF TRANSPORTATION
SERVICES

WHEREAS, the City of Escondido recognizes the need for transportation services for elderly persons in our community; and

WHEREAS, the City Council approved a Public Service Agreement with Redwood Senior Homes and Services ("RSHS") to provide such transportation services via Resolution No. 2015-96 on June 17, 2015, and;

WHEREAS, the City Council adopted a First Amendment to the Public Service Agreement with Redwood Senior Homes and Services ("RSHS") to provide transportation services for the Senior Nutrition Program via Resolution No. 2016-79, on June 22, 2016:

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to approve a Second Amendment to the Public Service Agreement ("Agreement") with Redwood Senior Homes and Services ("RSHS") to provide these transportation services for elderly; and

WHEREAS, the Assistant Director of Community Services recommends approval of entering into an Agreement with RSHS for one (1) year; effective July 1, 2017, through June 30, 2018, in an amount not to exceed \$149,350;

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

1. That the above recitations are true.
2. That the City Council accept the recommendation of the Assistant Director of Community Services to adopt a Second Amendment to the Public Service Agreement (“Agreement”) with Redwood Senior Homes and Services (“RSHS”) to provide these transportation services for elderly;
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement for one (1) year with RSHS for transportation services. A copy of the Agreement is attached as Exhibit “A” and is incorporated by this reference.



CITY OF ESCONDIDO
SECOND AMENDMENT TO PUBLIC SERVICE AGREEMENT

This "Amendment" is made this the 1st day of July 2017.

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

And: REDWOOD SENIOR HOMES AND SERVICES, a division of SOUTHERN
 CALIFORNIA PRESBYTERIAN HOMES, a not-for-profit corporation
 c/o Redwood Terrace
 710 West 13th Street
 Escondido, CA 92025
 ("CONTRACTOR")

Witness that whereas:

- A. CITY and CONTRACTOR entered into an agreement on July 1, 2015 ("Agreement"), wherein CITY retained CONTRACTOR to provide transportation for the Senior Nutrition Program at the Escondido Senior Center; and

- B. CITY and CONTRACTOR 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 CONTRACTOR as follows:

- 1. CITY will compensate the CONTRACTOR in the amount not to exceed \$149,350 pursuant to the conditions and compensation terms contained in "Attachment A" to this Amendment.

2. CITY will not compensate the CONTRACTOR for any additional amount, pursuant to the conditions and compensation terms contained in "Attachment A" to this Amendment.

3. All other terms of the original Agreement between CITY and CONTRACTOR shall remain in full force and effect; in the event of any conflict between any specific provision of the original Agreement and this Amendment, this Amendment shall 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: _____

REDWOOD SENIOR HOMES AND SERVICES,
c/o Redwood Terrace
710 West 13th Street
Escondido, CA 92025

Kurt Norden
Executive Director

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, Interim City Attorney

BY: _____

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

ATTACHMENT "A"

REDWOOD SENIOR HOMES AND SERVICES
Service Agreement
Fiscal Year 2017-2018
(July 1, 2017 to June 30, 2018)

Working with City of Escondido staff to develop schedules to meet the needs of Escondido seniors, Redwood Senior Homes and Services agrees to provide the following:

1. Transportation services for the Senior Nutrition Program offered at the Escondido Senior Center, Monday through Friday.
2. Morning drop offs will be completed by 10:15 a.m. and afternoon pick up will commence at 12:20 p.m.
3. The cost of this service shall be billed on a monthly basis at the rate of \$10.69 per ride, not to exceed \$149,350 for FY 17-18.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: July 12, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Danielle Lopez, Assistant Director of Community Services
Jilaine Hernandez, Supervisor III

SUBJECT: Eighth Amendment to the County of San Diego Senior Nutrition Services Contract No. 547766

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-106, authorizing the Assistant Director of Community Services to execute an Eighth Amendment to County Contract No. 547766, County of San Diego, Health and Human Services Agency Agreement with the City of Escondido for the Senior Nutrition Program.

FISCAL ANALYSIS:

The Senior Nutrition Program is funded through the General Fund. However, a pay for performance grant through the County of San Diego Health and Human Services Agency will help to offset costs of up to \$159,656 for the 2017/2018 Fiscal Year (FY). The grant agreement provides the annual payment from the County through June 30, 2018.

PREVIOUS ACTION:

On July 1, 2014, the City Council approved the original Contract No. 547766 with the County of San Diego, Health and Human Services Agency by adopting Resolution No. 2014-90.

On April 5, 2017, the City Council approved a budget adjustment of \$6,258 to accept One Time Only monies. This was the Seventh Amendment to Contract No. 547766.

BACKGROUND:

The basis of the Senior Nutrition Program is to offer seniors nutritionally balanced meals in a congregate setting to increase health and stave off isolation. The Escondido Senior Center has offered this program Monday through Friday for over 40 years. Furthermore, grants through the County of San Diego Aging and Independence Services have helped to offset costs for the Senior Nutrition Program for over 29 years.


In order to accomplish the above, the Senior Nutrition Program is comprised of two components, transportation and meal service. The transportation component provides seniors a means to access the meal service component. The County grant reimburses the City for both components. Therefore, reimbursement is received for transportation based on each one-way ride and for meal service based on each meal served to seniors 60 and older.

In FY 2015-16 over 12,382 one-way rides were completed and 21,668 meals served. By the end of FY 2016-17, staff estimates providing over 10,500 one-way rides and serving over 20,000 meals.

The Senior Nutrition Council and the Escondido seniors served at the Escondido Senior Center are pleased with the Nutrition Program. This is a valuable service that continues increase socialization amongst the Escondido seniors and provides them with a balanced, nutritious meal.

Respectfully submitted,


Danielle Lopez
Assistant Director of Community Services


Jilaine Hernandez
Supervisor III

RESOLUTION NO. 2017- 106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE ASSISTANT DIRECTOR OF COMMUNITY SERVICES TO RECEIVE A GRANT IN THE AMOUNT OF \$159,656 PER YEAR THROUGH JUNE 30, 2018, FROM THE COUNTY OF SAN DIEGO TO PROVIDE SENIOR NUTRITION SERVICES; AND EXECUTE THE EIGHTH AMENDMENT TO COUNTY AGREEMENT NO. 547766 WITH CITY OF ESCONDIDO

WHEREAS, the City of Escondido understands that there is a need to provide Escondido seniors with nutritious meals in a congregate setting to improve health and limit isolation; and

WHEREAS, the City of Escondido desires to make available the Senior Nutrition Program at the Escondido Senior Center Park Avenue Café; and

WHEREAS, the Senior Nutrition Program will be funded in part from funds made available through a grant provided by the County of San Diego, ("County"); and

WHEREAS at the County's option, they may extend this agreement each year through June 30, 2018; and

WHEREAS, the Assistant Director of Community Services recommends approval of the Eighth Amendment to County Agreement No. 547766 ("Agreement"); and

WHEREAS, this City Council desires at this time, and deems it to be in the best public interest, to approve this Eighth Amendment to the Agreement to provide nutritionally balanced lunches effective July 1, 2017, through June 30, 2018.

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 from the Director of Library and Community Services.
3. That the Assistant Director of Community Services is authorized to execute, on behalf of the City, an Eighth Agreement to the Agreement to provide a Senior Nutrition Program at the Escondido Senior Center, in substantially the same form as used for previous amendments, and subject to final approval as to form by the City Attorney. A copy of the amendment is attached as Exhibit "A" for reference, and is incorporated by this reference.
4. That the City Council authorizes the Assistant Director of Community Services to receive a \$159,656 grant from the County and execute, on its behalf, grant contract documents, including any extensions or amendments thereof.

Exhibit A

COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 547766 AMENDMENT NO. 08

City of Escondido (“Contractor”) and the County of San Diego (“County”) enter into this amendment (“Amendment”) to amend the above-referenced contract (“Contract”) as described herein.

Title of Contract: Senior Nutrition Program Amendment Effective Date: July 1, 2017

Description of Contract Change(s):

1. Exhibit C, Payment Schedule for Fiscal Year 2017-2018 is added:
 - a) Congregate Meals: # of Service Units is 19,216; Fixed Supplemental Rate is \$4.61; Total is \$88,586.
 - b) Transportation: # of Service Units is 10,609; Fixed Supplemental Rate is \$5.25; Total is \$55,697.
 - c) Incentive Payments* NSIP-C1: # of Service Units is 19,216; Fixed Supplemental Rate is \$0.80; Total is \$15,373.
 - d) TOTAL for the Period of July 1, 2017 – June 30, 2018 is \$159,656.
2. Compensation: The compensation due to Contractor under the Contract is decreased by an amount of \$33,064, for an amended total contract price not to exceed \$760,146 with an amended Fiscal Year 2017 – 2018 price of \$159,656.

Revised Maximum Contract Total Price is \$760,146

3. The Contract term remains unchanged.

Please ADD the following:

1. Exhibit C with pages marked AMENDMENT #08

All other terms and conditions of the Contract shall remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date set forth above. This Amendment is not valid unless signed by Contractor and the County Department of Purchasing and Contracting.

CONTRACTOR:

By: _____
DANIELLE M. LOPEZ, Assistant Director of Community Services

Date: _____

COUNTY:

Department Review and Recommended Approval:

By: _____
MARK SELLERS, Acting Director
Aging & Independence Services

Date: _____

APPROVED:

By: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: _____

COUNTY CONTRACT NUMBER 547766
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
AGREEMENT WITH CITY OF ESCONDIDO
FOR SENIOR NUTRITION PROGRAM
EXHIBIT C – PAYMENT SCHEDULE

Resolution No. 2017-106
EXHIBIT A
Page 2 of 2

1. **COMPENSATION:** The compensation listed below is not designed to fully fund the program. The fixed supplemental rates are developed annually based on funding and determined to offset the cost of providing services. These rates are subject to availability of funding from the State of California, California Department of Aging (CDA). A completed report of actual costs (closeout report) expended shall be submitted at the end of the fiscal year.
2. **SERVICE UNITS AND RATES FOR FISCAL YEAR July 1, 2017 – June 30, 2018**

Exhibit A Paragraph Reference	Services	Funding Source	# of Service Units	Fixed Supplemental Rate	Total***
4.1	Congregate Meals	Title III-C1 (1)	19,216	\$4.61	\$88,586
4.4	Transportation	Title III-B (3)	10,609	\$5.25	\$55,697
4.1	Incentive Payments*	NSIP-C1	19,216	\$0.80	\$15,373
6.2.3	One-time-only (OTO)**	OTO-C1	N/A	N/A	\$0
6.2.3	One-time-only (OTO)**	OTO-C2	N/A	N/A	\$0
TOTAL					\$159,656

- (1) State of California C-1 funding stream
- (2) State of California C-2 funding stream
- (3) State of California B funding stream

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimated ONLY and may be adjusted based on actual prior year number of meals served.

**OTO funds are restricted to the purchase or repair of equipment and/or County-provided vehicles. Refer to Paragraph 6.2.3 of Exhibit A for additional restrictions/requirements.

***Dollar amounts in the total column have been rounded to the nearest dollar. \$0.49 or less is rounded down, \$0.50 or higher is rounded up.

RENT REVIEW BOARD

For City Clerk's Use:

APPROVED **DENIED**

Reso No. RRB _____ File No. _____

Ord No. RRB _____

Agenda Item No.: 14

Date: July 12, 2017

TO: Honorable Chairman and Members of the Rent Review Board

FROM: Bill Martin, Director of Community Development

SUBJECT: Short-form Rent Increase Application for Carefree Ranch (File Number 0697-20-10124)

RECOMMENDATION:

- Consider the short-form rent increase application submitted by Carefree Ranch.
- If approved, adopt Rent Review Board Resolution No. 2017-03 granting an increase of 75 percent of the change in the Consumer Price Index (CPI), or 1.467 percent (an average of \$7.41) for the period of December 31, 2015 to December 31, 2016.

INTRODUCTION:

Carefree Ranch ("Park"), located at 211 N. Citrus Avenue, has filed a short-form rent increase application. The Rent Review Board is asked to accept the staff report, hear public testimony, and make a determination concerning the request in accordance with the Escondido Rent Protection Ordinance and the short-form procedures as outlined in the Rent Review Board Guidelines. The application and the staff report have been made available to the Board for review and consideration prior to the hearing.

THE RENT INCREASE APPLICATION:

Carefree Ranch is a senior park which has a total of 184 spaces with 77 spaces subject to rent control. The Park is requesting an increase for the 77 rent controlled spaces. The other spaces not included in this application are on long-term leases, occupied as rentals or by management, or are vacant. The amenities available for the residents include a furnished clubhouse with kitchen, a pool with spa, work-out room, shuffleboard court, a guesthouse and coin laundry facilities.

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

July 12, 2017

Short-form Rent Increase Application for Carefree Ranch (File Number 0697-20-10124)

Page 2

PARK OWNER'S REQUEST:

The Park is requesting an increase of 75 percent of the change in CPI for the period of December 31, 2015 to December 31, 2016. Seventy-five percent of the change in the CPI for the period of consideration is 1.467 percent. The average monthly rent for the 77 residents that are affected by this application is \$505.37. The average monthly increase requested is \$7.41 per space, per month.

This is the twenty-first rent increase request filed by this Park since the Ordinance was implemented. The last increase was granted in June 2016 for an average amount of \$9.15 per space, per month.

RESIDENT MEETING AND COMMENTS:

All residents affected by this request were invited to attend a meeting in their clubhouse on June 8, 2017 at 5:00 p.m. Seven residents, the Park Manager and City staff attended the meeting. After a review of the rent control process, resident discussion focused on management issues including appearance of common areas, future landscaping improvements, street resurfacing, and proposed changes to the Mobilehome Rent Review Board Guidelines. Wayne Louth volunteered to serve as resident representative this year.

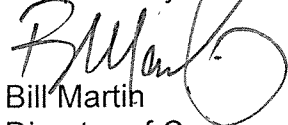
CODE ENFORCEMENT INSPECTION:

An inspection of the common areas of the Park by the Code Enforcement Division of the City noted one violation of the Health and Safety Code. A copy of the Code Report ("Report") is attached as "Exhibit A." The Owner, Park Manager, and Resident Representative received a copy of the Report, and were made aware that no rent increase, if granted, may be implemented until the Health and Safety Code violation has been cleared.

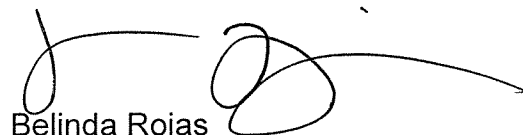
ADDITIONAL FACTORS AFFECTING THE APPLICATION:

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

Respectfully Submitted,



Bill Martin
Director of Community Development




Belinda Rojas
Program Administrator



DATE: JUNE 21, 2017

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD

FROM: BILL KAW, SR. CODE ENFORCEMENT OFFICER 

SUBJECT: CAREFREE RANCH MOBILEHOME PARK RENT CONTROL

Carefree Ranch Mobilehome Park was inspected on June 21, 2017, with the lighting inspection conducted the same evening. This inspection was a result of an application for a rent increase having been filed. One general violations and no lighting violations were found and noted in the attached inspection report.

The resident meeting was held June 7, 2017 and was attended by seven residents. A resident representative appointed for this park and given the paperwork to complete. Issues mentioned were of the nature to be addressed between the park and residents and there were no code issues brought forth.

There was one code enforcement cases in this park during the past year, a civil complaint regarding family issues not the responsibility of the park.

Cc: Edward Varso, Lt. EPD, City Manager's Office
Belinda Rojas, Rent Control Administration



June 22, 2017

MOBILEHOME PARK RENT CONTROL
CODE ENFORCEMENT INSPECTION REPORT

Park Name: Carefree Ranch Mobile Home Park
211 N. Citrus Ave.
Escondido, CA. 92027

Park Owner: Carefree Ranch LLC
c/o Bart J. Thomsen
8 Pinehurst Ln.
Newport Beach, Ca. 92660

Park Manager: Jim Younce **Phone:** (760) 207-9727

Inspection Date: 6/21/2017 **Inspector:** Andrew Modglin

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

General Violations:

1. Repair the section of roof that is deteriorated on the shuffleboard court. **25 CCR 1102(a) (b).**

Areas of the park requiring illumination per 25 CCR 1108:

(Lighting Inspection conducted the evening of 6-21-2017)

No lighting violations were found.

RESOLUTION NO. RRB 2017-03

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

(File Number: 0697-20-10124)

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

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

WHEREAS, a short-form Rent Increase Application was filed pursuant to Section 12 of the Rent Review Board Guidelines and accepted on May 8, 2017, by Bart Thomsen/Carefree Ranch LLC, the owner of Carefree Ranch Mobilehome Park ("Park"). The Park is located at 211 N. Citrus in Escondido. The rent increase applies to 77 of the 184 spaces in the Park; and

WHEREAS, this is the twenty-first rent increase application filed by the Park since the Ordinance became effective in 1988. The last rent increase was granted by the board at a Rent Review Board Hearing held on June 22, 2016, and formally adopted by Rent Review Board Resolution 2016-11. The increase requested was for 1.836 percent, or approximately \$9.15 per space, per month; and

WHEREAS, at the time of the current application, the average monthly space rent was \$505.37 for the 77 spaces subject to rent control. The Park owner requested a rent

increase in the amount of 75 percent of the change in the Consumer Price Index (CPI) for the period of December 31, 2015, through December 31, 2016, in accordance with the Rent Review Board short-form policy guidelines. The application estimated this amount to be an average of \$7.41 (1.467 percent) per space, per month; and

WHEREAS, a notice of the Park's Rent Increase Application was sent to all affected homeowners. All parties were given notice of the time, date and place of the rent hearing before the Board; and

WHEREAS, on June 21, 2017, a Mobilehome Park Rent Control Code Enforcement Inspection Report ("Inspection Report") was completed. The Inspection Report noted Health and Safety Code violations in the Park; and

WHEREAS, on July 12, 2017, the Board held its public hearing. After an initial presentation, the Board invited testimony from Park ownership, residents of the Park and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members and clarifying questions to the parties and Staff, the Board voted to grant an average rent increase of \$7.41 per space, per month, for the 77 spaces receiving rent increases under this application,

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

1. That the above recitations are true.
2. That the Board has heard and considered all of the reports and testimony presented, and has considered the facts as outlined in the short-form Guidelines

("Guidelines").

3. That following the Guidelines, an increase based on 75 percent of the change in the Consumer Price Index (CPI) for San Diego County from December 31, 2015, through December 31, 2016, amounted to 1.467 percent, which averaged \$7.41 per space, per month, for the 77 spaces subject to rent control.

4. The Board concluded that an average increase of \$7.41 per space, per month, is consistent with the Guidelines, and is a fair, just, and reasonable increase in light of the information presented by all parties.

5. That the increase may not be implemented until after the health and safety code violations noted in the Inspection Report have been corrected, signed off, and are in compliance with the various state and local code sections as noted in the Inspection.

6. That the increase may be implemented upon the expiration of the required 90-day notice to the residents, which may be issued upon the adoption of this Resolution.



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 15
Date: July 12, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Julie Procopio, Director of Engineering Services/City Engineer
Elizabeth Lopez, Engineer II

SUBJECT: Consulting Agreement for Corrugated Metal Pipe (CMP) Storm Drain Assessment

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-107, authorizing the Mayor and the City Clerk to execute a Consulting Agreement with Brown and Caldwell for a CMP Storm Drain Assessment.

FISCAL ANALYSIS:

The project is funded by the Fiscal Year 2016/17 and 2017/18 Capital Improvement Program (CIP) budgets.

PREVIOUS ACTION:

On June 15, 2016, and June 21, 2017, the City Council adopted Resolution Nos. 2016-045 and 2017-100, adopting Five-Year CIP budgets. Funds were programmed for Master Drainage Condition Assessment and Storm Drain Repair and Improvement.

BACKGROUND:

There are over 20-miles of CMP storm drain under City maintenance. The majority of this pipeline is beyond its service life. This project will televise and evaluate the condition of all City-maintained CMP. Additionally, the project will prioritize rehabilitation of the pipelines and begin design for proactive rehabilitation of the highest ranked pipelines.

On June 15, 2017, three firms submitted proposals in response to the City's request for proposals (RFP). Brown and Caldwell was determined to be the most qualified firm due to their extensive experience assessing CMPs for other Public Agencies and their streamlined inspection process that will meet the City's schedule.

The three proposals met the Request for Proposal (RFP) criteria with a base scope of services ranging in price from \$452,000 to \$813,342. Brown and Caldwell was determined to provide the best value for the service provided with their base fee amount of \$499,437. Staff requests that the City

Consulting Agreement for Corrugated Metal Pipe (CMP) Storm Drain Assessment

July 12, 2017

Page 2

Council authorize a Consulting Agreement in the amount of \$499,437 to televise and evaluate the condition of all City-maintained CMP, prioritize rehabilitation of the pipelines, and begin design for rehabilitation of the highest ranked pipelines.

Respectfully submitted,



Julie Procopio, P.E.

Director of Engineering Services/City Engineer



Elizabeth Lopez
Engineer II

RESOLUTION NO. 2017-107

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND THE CITY
CLERK TO EXECUTE A CONSULTING
AGREEMENT WITH BROWN AND
CALDWELL FOR THE CORRUGATED METAL
PIPE (CMP) STORM DRAIN ASSESSMENT
PROJECT

WHEREAS, there are over 20-miles of CMP storm drain under City maintenance, the majority of which is beyond its service life; and

WHEREAS, the CMP Storm Drain Assessment Project will televise and evaluate the condition of all City-maintained CMP storm drain to prioritize rehabilitation of the pipelines and begin design for proactive rehabilitation of the highest ranked pipelines; and

WHEREAS, of three proposals received, Brown and Caldwell was determined to be the most qualified and to provide the best value for services provided; and

WHEREAS, the Director of Engineering Services/City Engineer recommends the approval and execution of the Consulting Agreement with Brown and Caldwell the CMP Storm Drain Assessment Project.

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

1. That the above recitations are true.
2. That the Mayor and the City Clerk are hereby authorized and directed to enter into and execute, on behalf of the City of Escondido, a Consulting Agreement ("Agreement") with Brown and Caldwell in the amount of \$499,437 for the CMP Storm Drain Assessment Project. In a 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
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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

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

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Julie Procopio
760-839-4001
("CITY")

And: Brown and Caldwell
9665 Chesapeake Drive, Suite 201
San Diego, CA 92123
Attn: Mark Hill
858-514-8822
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to televise and evaluate the condition of all City-maintained CMP, prioritize rehabilitation of the pipelines, and begin design for rehabilitation of the highest ranked pipelines for the CMP Storm Drain Assessment Project; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$499,437. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

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

Acknowledged by CONSULTANT _____

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

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

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

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

(Contractor signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

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

Attachment "A"

Scope of Work

Detailed Scope of Work

Task 1. Project Management

The Brown and Caldwell (BC) team will work closely with the City of Escondido (Escondido) Engineering Services to ensure that this project is completed within eleven months. The BC Team will be led by our Project Manager (PM), Victor Tsai. Victor will work collaboratively with the City's PM, Julie Procopio to further develop the complete CMP study of City-owned corrugated metal pipe (CMP), including televising each pipeline, evaluating and ranking their condition, and developing cost estimates for repair.

The BC Team will develop a rehabilitation plan to assess and evaluate City's storm drain CMP. Our objective is to provide the City with the best combination of technical expertise and cost effective CMP CCTV Inspection.

1.1 Project Management Support

The BC Project Manager will be the primary point of contract for the City's PM and Project Engineer (PE) during the Pre-Design and Design Phase of the project. Victor will be responsible for the preparation of the Project Work Plan, Quality Assurance Plan, development of the project schedule with activities and milestones, supervision of the project design team, development of project deliverables, management of the project budget, and preparation and coordination of the project kick off meeting and workshop.

1.2 Monthly Invoices

BC will prepare a monthly invoice and report summarizing progress to date, pending action items, project budget, and update schedule. BC PM will notify the City of any out of scope items if any and obtain City approval prior to proceeding with any out of scope work, no exceptions.

1.3 Kick-Off Meeting

The BC Principal-in-charge, PM, and PE will conduct an initial Kick-Off Meeting with the City PM, PE, and staff to discuss critical success factors, logistics, and coordination issues.

1.4 Design Workshops

Under Design Services, BC PM and PE will prepare a detailed presentation to City staff to discuss recommendations for the most cost effective repair methods, construction costs, and constraints for the ten CMP priority locations identified previously in the prioritized Rehabilitation Plan. The BC Project Manager will prepare agendas and meeting minutes.

Task 1 Deliverables

- Draft and Final Project Work Plan for Pre-Design and Design Phases.
- Draft and Final Quality Assurance Plan for Pre-Design and Design Phases.
- Meeting minutes, Meeting handouts/materials.

Assumptions

- Project schedule will be completed in MS Project.
- Project management task will last eleven months.



- Up to one (1) workshop; workshop will occur at City's Engineering Services Department.
- Meeting agendas will be distributed the day before each meeting and workshop.
- City PM will invite the appropriate parties to each meeting.
- Formal regular progress meetings are not included in this scope and fee. Progress meetings can be performed at the request of the City for an additional fee.
- City PM will review the Draft Project Work Plan and Draft Quality Assurance Plan.
- Final Project Work Plan and Quality Assurance Plan will incorporate the City PM's comments.

Task 2. GIS

A preliminary review of the GIS data has been performed. We have identified pipelines that will potentially require a Caltrans encroachment permit to inspect (57 pipe segments), pipelines that may have access issues (189 pipe segments).

We have divided the assigned work into ten Deliverable Areas, sized so that one inspection crew can complete a Deliverable Area within two weeks (areas average 11,000 linear feet). We are expecting that an inspection crew will be able to inspect 1,100 feet of pipeline per day, which is consistent with the corrugated metal pipe inspection work that this team has performed in other parts of San Diego County.

The GIS will be utilized to create maps for our reconnaissance and inspection crews. Our maps include the pipe dimensions, lengths, depths, inverts, Facility Identification numbers, traffic control requirements, and access point identification numbers. This mapping data is used to label and catalogue the inspection and engineering assessment data through the entire project.

2.1 Data Gathering

In addition to the GIS database and Drainage Master Plan provided with the RFP, the BC will gather and review additional information and documents on City's previous CMP assessments efforts completed. Additional data gathering to be limited to electronic database file exchanges with the City.

2.2 Add Field Data to GIS Data

We will utilize the GIS data to generate crew maps for each of the deliverable areas and to upload the map data onto the televising trucks. The trucks are GIS compatible and the inspector works directly with the GIS data. This provides the inspector with necessary background information for the inspections and allows for direct verification of the data. As the work progresses, we will track the progress of the inspections with the GIS data and generate weekly status reports with maps showing work that has scheduled and that is completed. Any discrepancies between the field work and the GIS data will be flagged.

2.3 Prepare GIS Deliverables

The BC GIS Specialist will verify and update the City's GIS data based on the field work observations and investigation conducted for the 105,866 LF of City's CMP. Once the CMP attributes have been verified and updated, the GIS Specialist will submit electronic files to the City in ESRI format as shapefiles or as a geodatabase so that the data can be imported by the City into the City's GIS system.

Task 2 Deliverables

- Plan view map of assigned work area divided into ten Deliverable Areas in PDF format.
- Verified and updated ESRI format GIS Shapefiles or geodatabase transferred via BC's FTP site.

Assumptions

- BC will review City's GIS data, use of data in CCTV inspection trucks.
- BC will review City's Drainage Master Plan.
- BC will review City's previous CMP assessments, if available.
- City will provide BC with GIS in ESRI shapefiles or geodatabase.
- BC will update GIS data based on field observations and investigations.
- BC will flag GIS data inaccuracies based on field observations and investigations.

- BC will submit electronic files to the City in ESRI format as shapefiles or as a geodatabase.
- The City will cease editing on the GIS layers during the time BC will be updating the GIS during the term of this task. Rectifying version control deficiencies in the City's GIS files, if needed, will be an additional cost.

Task 3 Field Inspection Review

3.1 Field Reconnaissance

Throughout the physical inspection period, a field reconnaissance or pre-inspection walk-through will be conducted prior to the start of inspection of any CMP. This field inspection will be conducted to:

- Locate structures within the segment of storm drain to be inspected.
- The City will provide assistance in locating or providing access to structures that BC is unable to locate or structures that are inaccessible.
- Identify access and traffic control issues.
- Potentially identify issues to be addressed by City maintenance staff prior to inspection.
- Identify other agencies, jurisdictions or property owners that will need notification.

As-built drawings and City GIS will be used to determine locations, quantities, and type. In general, those facilities being inspected are to be grouped and/or linked into a single area so the work is not scattered.

3.2 CCTV Inspection

Inspection of approximately 105,866 LF of CMP will be performed by NASSCO-PACP certified technicians. Experienced Closed Circuit Television (CCTV) crews from Affordable Pipeline Services (APS) will provide video and still images that depict the pipe condition. CMPs will be inspected via robotic CCTV specialized equipment designed and built with special fittings, wheels, and accessories to provide protection from damage for the equipment and the pipes and to make the inspections proceed without incident. Armored cable will be used in lieu of standard rubber shielded coaxial cable in order to protect the cable against the sharp and jagged edges that results when CMP deteriorates. APS will utilize specific lighting equipment for CMP to minimize glare and provide a well-lit view of the interior of the pipe to optimize the inspection efforts. All work is to be conducted using remotely operated robotic CCTV camera transporters. No confined space entry is currently anticipated or planned.

3.3 Traffic Control Setup and Signage

BC will attempt to access storm drain segments from structures requiring minimal traffic control. If required, traffic control on streets with an estimated average daily traffic (ADT) of 5,000 vehicles or a speed limit above 35 miles per hour, will be provided by ACME Safety and Supply.

Field crews will be protected by traffic control layouts designed by experienced, licensed Engineers. We will obtain the required permits from the City. We will apply for Caltrans and other agency traffic control/encroachment permits (as identified by the reconnaissance) at the beginning of the project.

3.4 CCTV Review

BC, using NASSCO certified reviewers, will review all CCTV inspections of the storm drain conveyance facilities. Each inspection will be reviewed to ensure that adequate information has been collected, defects are coded correctly, and to evaluate the existing condition of the facility. APS and BC will prepare defect logs during the CCTV review which record the defects identified.

3.5 Evaluation

The Pipeline Assessment and Certification Program (PACP) developed by NASSCO provides a mechanism for creating reliable descriptions of pipe conditions. NASSCO has also developed a system based on the PACP codes to assign a condition rating to pipelines. Each defect observed will be assigned a NASSCO PACP condition grade from 1 to 5, with 5 being the most significant defect grade and 1 being a minor defect grade. PACP condition grades will be assigned for two categories, Structural and O&M defects.

When an inspector assigns a PACP defect code, the code and specific information entered with the code, such as percentages or clock positions, relate to a specific condition grade from a table in the PACP manual. This condition grade is assigned by PACP (not the inspector) either by looking it up in the PACP manual, or automatically through NASSCO certified software. Condition grades are then used to calculate condition scores for the entire pipeline segment to help prioritize renewal efforts.

Based on the identified defects, the condition of the storm drain segment will be assessed using most severe and/or total defects. The condition grade of the channel, box culvert, or pipeline will be set based on the following:

TABLE 3-6. Capacity Deficiency Analysis

Rating	Condition	Defect Severity
1	Excellent	Minor defect grade
2	Good	Minor to moderate defect grade
3	Fair	Moderate defect grade
4	Poor	Significant defect grade
5	Immediate Attention	Most significant defect grade

BC will review information from the City Drainage Master Plan, and identify stormdrains larger than 30-inches and larger that are identified as capacity deficient. The deficient storm drain segments will be included in the CMP Study and considered in the repair recommendations.

3.6 Capacity Deficiency Analysis

BC will review information from the City Drainage Master Plan, and identify storm drains larger than 30-inches and larger that are identified as capacity deficient. The deficient storm drain segments will be included in the CMP Study and considered in the repair recommendations.

Task 3 Deliverables

- Scanned .pdf of reconnaissance notes (upon request).
- Traffic control permits, if obtained.
- Traffic control services, if needed.

Assumptions

- No work within the railroad right- of-way will be required.
- Typical Watch Manual drawings will be acceptable for low volume traffic streets.
- Traffic control permits will be processed by the City within one week of submittal.
- Secondary traffic control, provided by ACME, will only be required for streets with an ADT greater than 5,000 or with a posted speed limit greater than 35 miles-per-hour.
- Field inspection data and defect logs to be included in the Appendix of the CMP Study.
- Electronic copies of all CMP CCTV video in a format to be incorporated and linked by the City into the City's GIS system.

- Discovered CMP above the estimated 105,866 LF will be inspected at an additional cost.
- Based on the GIS database, approximately 32,000 LF of CMP in major roadways requiring traffic control setup and signage prior to inspection.
- Additional information for facilities that are identified as capacity deficient will be added to the GIS database.
- No hydraulic calculations for storm drain segment identified as capacity deficient will be performed to verify the information in the Drainage Master Plan.
- No confined space entry will occur.
- Record drawings will be provided in electronic format by the City.

Task 4 Condition Assessment Reporting

4.1 Planning Level Cost Estimates

BC will prepare an ACEI Class 4 planning level Opinion of Probable Construction Cost (OPCC) estimate for renewal of each facility. The OPCC will also include estimated delivery costs for design, administration, construction management, and when necessary include estimated costs for acquiring temporary construction easements (TCEs) if required to complete the repair work. Estimates will include contingency. Construction cost estimates will be referenced to current Engineering News Record (ENR) Construction Cost Index (CCI) at the time the estimate is developed.

4.2 Prioritized Rehabilitation Plan

BC will prepare a prioritized Rehabilitation Plan. Methods for prioritizing projects will be developed by BC with input from City staff and shall be detailed in the CMP Study. All storm drain segments that are recommended for replacement should be evaluated for site conditions which may inhibit traditional open cut construction methods.

4.3 DRAFT CMP Study Report

BC will prepare a CMP Study Report for each of the ten Deliverable Areas. The report will include cost estimates, recommendations, or other specific information relating to the execution of this contract will be communicated and summarized.

The CMP Study Report for the first Deliverable Area will be submitted to the City as a DRAFT. At that time the City will have the opportunity to comment on the content and format of the report series. City comments will be incorporated into the template which will be used to develop the remaining nine CMP Study Reports and finalize the first CMP Study Report (ten total).

4.4 FINAL CMP Study Report

Final CMP Study Reports will be submitted for each of the ten Deliverable Areas. Reports will be submitted using the template developed in the above subtask.

In addition, at the completion of the project, a prioritization spreadsheet will be provided to indicate the relative urgency of the recommended repairs for all inspected pipelines.

Task 4 Deliverables

- Electronic .pdf the DRAFT CMP Study Report for the first Deliverable Area.
- Electronic .pdf the FINAL CMP Study Reports for all ten Deliverable Areas.
- Electronic excel file of the final prioritization spreadsheet.

Assumptions

- Comments will be received within three weeks of draft report submittal.
- Hardcopies of the CMP Study Report can be provided upon request for an additional cost.

Task 5 Encroachment Permit

5.1 Encroachment Permit Support

BC will and obtain a no fee encroachment permit with the City of Escondido Field Engineering.

5.2 Traffic Control Plans/ Approval

BC will prepare all traffic control plans where required for CMP inspection and assessment. The traffic control plans will be stamped by a Registered Civil Engineer in accordance and submitted for City approval.

Task 5 Deliverables

- Approved traffic control permits and encroachment permits (upon request).

Assumptions

- No work within the railroad right-of-way will be required.
- Typical drawings will be acceptable for low volume streets.

Task 6 Design Services

BC will prepare documents to be used for construction repair for up to two CMP priority repair locations of no more than 200 feet each. The plans will be prepared to a level that allows for the City to issue work orders to City as-needed and/or emergency services on-call General Contractors.

These documents will not be prepared with the intent of being used for open advertisement bid solicitation.

6.1 DRAFT Drawings and Specifications (50% Design)

The DRAFT or 50% design level plans and specifications shall include general and civil drawings. The plans shall also include demolition drawings for the abandonment of CMP segments if required to be replaced.

6.2 FINAL Drawings and Specifications (100% Design)

The FINAL or 100% design level plans and specifications will incorporate City comments received from the above subtask.

6.3 Opinion of Probable Construction Cost Estimates (100% Design)

100% Design. BC will prepare an ACEI Class 1 estimate based on the current design drawings, specifications, and scope of work definition available at the time the estimate is developed. Expected accuracy for Class 1 estimates typically range from -10 to +15 percent. The estimate will include anticipated delivery costs and contingency.

Task 6 Deliverables

- 50% and 100% Design Drawings
- 50% and 100% Project Technical Specifications
- 100% Construction cost estimate
- QC Forms

Assumptions

- Design packages will be to a level acceptable for informal bid by pre-approved contractors
- City will provide survey base mapping data in AutoCAD format
- Priority Location consists of up to 200 LF of CMP storm drain
- Development of front-end documents or bid packages is excluded from this scope of work and to be provided by the City.
- Bid-phase services are excluded from this scope of work
- Construction-phase services are excluded from this scope of work.

Fee

The proposed lump sum fee for the scope of services described above is \$499,437 total. See attached fee schedule showing the hours and fee breakdown per tasks. If authorized, the level of effort will not be exceeded without prior written consent from the City. Project will be invoiced to the City monthly on a percent-complete basis.

Schedule

BC proposes to complete the scope of work within eleven months after notice to proceed. A detailed project schedule will be developed upon notice to proceed and updated monthly with each invoice.

CITY OF ESCONDIDO
 CMP ASSESSMENT
 COST PROPOSAL
 June 29, 2017

Resolution No. 2017-107
 Exhibit "1"
 Page 13 of 13

Task #	Phase Description	Tsai, Victor Project Manager	Skutecki, Lisa Principal-in-Charge	Hill, Mark Project Engineer	Skipper, Gary Quality Assurance/ Quality Control	Hancock, Tony CMP Assessment/Report	Poppe, Mark CMP Design	Russell, Paige CMP Design Support	Hill, David Field Coordination/Permitting	Dretler, Staci GIS	Goodburn, Dan Cost Estimating/Scheduling	Gordon, Don Constructability	Herencia, Victoria Designer/CADD	Suirfo, Emma Project Analyst	Suirfo, Lindsay Biller	Emmis, Renee Word Processing	Total Labor Hours	Total Labor Effort	Total ODCs	Affordable Pipeline Services CMP Inspection/CCTV	Traffic Control Subconsultant	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort	ASSUMPTIONS/SCOPE OF WORK CLARIFICATIONS
Billing Rate Schedule		\$ 239	\$ 239	\$ 201	\$ 298	\$ 122	\$ 173	\$ 104	\$ 122	\$ 85	\$ 201	\$ 201	\$ 173	\$ 104	\$ 75	\$ 104										
1	Project Management	71	14	7	0	0	0	5	0	0	0	0	2	29	17	0	145	\$ 26,879	\$ 300	\$ -	\$ -	\$ -	\$ 300	\$ 300	\$ 27,179	
1.1	Project Management Support	48	12											12			72	\$ 15,588	\$ -			\$ -	\$ -	\$ -	\$ 15,588	Assumed 11 months project duration plus 1 month set-up/closeout.
1.2	Monthly Invoices	16												17	17		50	\$ 6,867	\$ -			\$ -	\$ -	\$ -	\$ 6,867	
1.3	Kick-off meeting	4	2	4													10	\$ 2,238	\$ 100			\$ -	\$ 100	\$ 100	\$ 2,338	Assumed 2-hr meeting; prep and attended by PIC, PM, and PE
1.4	Design Workshop	3		3				5					2				13	\$ 2,186	\$ 200			\$ -	\$ 200	\$ 200	\$ 2,386	1 workshops (2 hours/meeting); prep and attended by PM and PE
2	GIS	4	0	6	0	0	0	0	16	64	0	0	0	0	0	0	90	\$ 9,554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,554	
2.1	Data Gathering								4	4							8	\$ 828	\$ -			\$ -	\$ -	\$ -	\$ 828	GIS database and Drainage Master Plan provided by the City.
2.2	Add Field Data to GIS Data	2							8	40							50	\$ 4,854	\$ -			\$ -	\$ -	\$ -	\$ 4,854	Update database based on CMP field reconnaissance and investigations; BC will identify CMP inaccuracies based on field investigation and will assist City GIS staff to update database.
2.3	Prepare GIS Deliverables	2		6					4	20							32	\$ 3,872	\$ -			\$ -	\$ -	\$ -	\$ 3,872	Submitted as ESRI format shapefiles or geodatabase
3	Field Inspection Review	14	0	94	0	120	0	0	170	32	0	0	0	0	0	0	430	\$ 60,340	\$ 250	\$ 205,000	\$ 30,000	\$ 235,000	\$ 235,250	\$ 258,750	\$ 319,090	
3.1	Field Reconnaissance	2		32					80								114	\$ 16,670	\$ 250			\$ -	\$ 250	\$ 250	\$ 16,920	Approx. 105,866 LF of CMP to be inspected.
3.2	CCTV Inspection	2		4					60								66	\$ 8,602	\$ -	\$ 205,000		\$ 205,000	\$ 205,000	\$ 225,500	\$ 234,102	Approx. 32K LF CMP in major roadways requiring traffic control prior to inspection
3.3	Traffic Control Setup and Signage			8													8	\$ 1,608	\$ -		\$ 30,000	\$ 30,000	\$ 30,000	\$ 33,000	\$ 34,608	
3.4	CCTV Review	4		10					30								44	\$ 6,626	\$ -			\$ -	\$ -	\$ -	\$ 6,626	
3.5	Evaluation	4		32		120											156	\$ 22,028	\$ -			\$ -	\$ -	\$ -	\$ 22,028	Assumes additional information for facilities that are identified as capacity deficient will be added to the GIS database. No hydraulic calculations will be performed to verify information in the Drainage Master Plan.
3.6	Capacity Deficiency Analysis	2		8						32							42	\$ 4,806	\$ -			\$ -	\$ -	\$ -	\$ 4,806	
4	Condition Assessment Reporting	14	0	160	6	232	0	0	0	0	40	0	0	0	0	16	468	\$ 75,302	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 76,302	
4.1	Planning Level Cost Estimates	4		20							40						64	\$ 13,016	\$ -			\$ -	\$ -	\$ -	\$ 13,016	Develop planning level cost estimates for repair of each facility.
4.2	Prioritized Rehabilitation Plan	4		20												4	28	\$ 5,392				\$ -	\$ -	\$ -	\$ 5,392	
4.3	DRAFT CMP Study Report	4		80	4	152										8	248	\$ 37,604	\$ 500			\$ -	\$ 500	\$ 500	\$ 38,104	
4.4	FINAL CMP Study Report	2		40	2	80										4	128	\$ 19,290	\$ 500			\$ -	\$ 500	\$ 500	\$ 19,790	
5	Encroachment Permit	4	0	24	0	0	0	40	40	80	0	0	0	0	0	0	188	\$ 21,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,620	
5.1	Encroachment Permit Support	2		4					40								46	\$ 6,162	\$ -			\$ -	\$ -	\$ -	\$ 6,162	
5.2	Traffic Control Plans/Approval	2		20						80	0						142	\$ 15,458	\$ -			\$ -	\$ -	\$ -	\$ 15,458	Traffic control plans to be prepared by a registered Civil Engineer.
6	Design Services	12	0	24	6	0	24	70	0	0	30	12	80	0	0	12	270	\$ 44,442	\$ 1,250	\$ -	\$ -	\$ -	\$ 1,250	\$ 1,250	\$ 45,692	
6.1	DRAFT Plans and Specifications (50% Design)	4		12	2		12	40				8	50			8	136	\$ 21,290	\$ 500			\$ -	\$ 500	\$ 500	\$ 21,790	Assumed 5 drawings total (2 Civil dwgs, Civil details dwg, General dwg, and Title Sheet); assumed spot repairs with trenchless renewal methods; assumed no geotechnical investigation required; survey and basemap data to be provided by the City.
6.2	FINAL Plans and Specifications (100% Design)	4		12	2		8	30				4	30			4	94	\$ 14,878	\$ 500			\$ -	\$ 500	\$ 500	\$ 15,378	Assumed 1 drawing package (drawings and specifications) for the three priority locations.
6.3	Opinion of Probable Construction Cost Estimates (100%)	4			2		4				30						40	\$ 8,274	\$ 250			\$ -	\$ 250	\$ 250	\$ 8,524	
GRAND TOTAL		119	14	315	12	352	24	115	226	176	70	12	82	29	17	28	1,591	\$ 238,137	\$ 2,800	\$ 205,000	\$ 30,000	\$ 235,000	\$ 237,800	\$ 261,300	\$ 499,437	



CITY COUNCIL

For City Clerk's Use:

APPROVED DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 16

Date: July 12, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Diane Halverson, City Clerk

SUBJECT: Designation of Voting Delegate – League of California Cities Conference

RECOMMENDATION:

It is requested that the City Council designate a voting delegate, and up to two alternates, to represent the City of Escondido at the business meeting to be held during the League of California Cities Annual Conference September 13-15, 2017, in Sacramento, California.

FISCAL ANALYSIS:

Costs to attend the conference are included in the City Council's Training/Meeting budget.

BACKGROUND:

At the League of California Cities annual conference, the membership considers and takes action on resolutions that establish League policy. Each member city has a right to cast one vote on matters pertaining to the League's policies if their Council has taken action to designate a voting delegate prior to July 31, 2017. Should the designated delegate be unable to serve, we may also appoint up to two alternate voting delegates.

Respectfully submitted,

Diane Halverson, MMC
City Clerk



FUTURE CITY COUNCIL AGENDA ITEMS
Updated July 6, 2017

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

July 19, 2017
4:30 p.m.

<p>CONSENT CALENDAR</p>
<p>Extension of Time (SUB 17-0022) (B. Martin)</p> <p><i>The Tentative Map originally was approved by the City Council on June 6, 2007. The Tentative Map was scheduled to expire in 2010, but State legislation automatically extended the map until June 6, 2017. The map is still eligible for a local time extension up to five additional years. The applicant submitted an application to extend the map prior to the expiration date, which put on hold the expiration until a final Council decision.</i></p>
<p>Lease of Property at 525 N. Quince Street to Dave McMahon Construction, Inc. (J. Procopio)</p> <p><i>A lease was entered into on November 20, 2013 with Dave McMahon Construction, Inc. for interim storage use. The parties desire to enter into a new one year lease agreement to allow continued use of property.</i></p>
<p>PUBLIC HEARINGS</p>
<p>Amendment to Article 70 (Second Dwelling Units) of the Escondido Zoning Code (AZ 16-0007) – (B. Martin)</p> <p><i>The State Legislature has made recent changes in State law to expand opportunities for second dwelling unit construction. The proposed Zoning Code amendment represents Planning Commission's recommendations, which incorporates the findings of an ad-hoc subcommittee report.</i></p>
<p>CURRENT BUSINESS</p>
<p>Mountain View, Jesmond Dene, Washington, and Ryan Park Master Plan Amendments (J. Petrek)</p> <p><i>The Master Plans for these parks were adopted several years ago. New facilities involving a BMX track in Jesmond Dene Park, a baseball field in Mountain View Park, a skate spot in Washington Park, and trail connections in Ryan Park are proposed necessitating amendments to the park Master Plans.</i></p>
<p>FUTURE AGENDA ITEMS (D. Halverson)</p>

July 26, 2017
NO MEETING (Summer Break)

Weekly Activity Report



July 6, 2017

FEATURED THIS WEEK

Cutting Edge Facility Opens in Escondido

On Friday, June 30, 2017, EDCO, in partnership with the City of Escondido, unveiled its new comingling recycling facility located at 1021 Mission Avenue in Escondido. The 70,000 square foot facility is the newest in the country, and can process 100,000 pounds of commingled recycling every hour. Up to 520 billion pounds of material can be diverted from landfills thanks to this process.



Visit Escondido

Our visitor marketing efforts through Visit Escondido have recently received great statewide and local coverage promoting our wonderful city!

- **Visit California (June blog and social media): Discover San Diego County - Escondido**
<http://www.visitcalifornia.com/attraction/escondido?kui=eiQYih7Npah5ffl5kYJBDQ>
- **SD Metro Magazine (July issue): The Sights, Sounds & Texture of North San Diego**
<http://www.sandiegometro.com/2017/06/welcome-north-san-diego/>
- **Times-Advocate (June 22): Yes, Escondido is a destination**
<http://www.times-advocate.com/articles/visitors-center-yes-escondido-is-a-destination/>

ECONOMIC DEVELOPMENT

SDG&E's Expedited Energy Storage Project in Escondido has been selected as a finalist for the Energy Storage North America (ESNA) 2017 Innovation Awards. This year's ESNA Innovation Awards were evaluated on the project's impact in transforming the energy storage ecosystem. The Escondido project was constructed in record time and is currently the world's largest lithium ion battery storage facility.

The winner of this award will be determined by public voting which concludes on Friday, July 7, 2017. We encourage you to vote for this innovative project here: <https://esnaexpo.com/awards/voting>.

SPECIAL EVENTS

Movies in the Park – Grape Day Park – 7 p.m. to 11 p.m., Saturday July 8

Bring your family to the 10th season of Movies in the Park and watch a great movie on an inflatable 40' screen. Activities start at 7:00 p.m., movie airs at dusk. Bring low backed chairs or blanket, sweater and cash for the snack bar. Free entrance. For more information call 760-743-8207 or visit escondidohistory.com.

COMMUNITY DEVELOPMENT

Major Projects Update

The following major projects are currently being reviewed and coordinated with Planning, Engineering, Fire, Building and Utilities staff. A complete description of each project can be viewed [here](#). Updates provided below cover project milestones that occurred last week.

Commercial / Office:

1. Escondido Research and Technology Center – East (ERTC) (Developer: James McCann) – Project review and communications with the applicant are on-going but there are no new milestones to report this week: A grading plan for a temporary parking lot to serve the hospital was approved June 13, 2016, and the parking lot is now under construction.
2. Escondido Research and Technology Center – West (ERTC) (Developer: James McCann) – Project review and communications with the applicant are on-going but there are no new milestones to report this week: Construction is underway on the approximately 76,000 square foot medical office building with a linear accelerator. Palomar Health also will be constructing their new outpatient center adjacent to the site at 2185 Citracado Parkway.
3. Centerpointe 78 Commercial (Developer: Lars Andersen, Pacific Development) – Project review and communications with the applicant are on-going but there are no new milestones to report this week: The grading plan was approved on May 10, 2017. Planning has approved a modified front elevation that would eliminate the second set of entry/exit doors. A building permit for the supermarket shell building was issued last week. Building plans for the tenant improvement of the market were submitted into plan check on May 9, 2017. The architectural details for the stand-alone pad building on the east side of the property (i.e. Starbucks) filed for design review on June 6, 2017 and is currently being reviewed by staff.

4. Westfield Theater (Developer: Kim Brewer, Westfield) – *This project has been placed on hold by Westfield while they finalize lease negotiations so there is no change from the following update reported last week:* No grading, building or improvement plans have been submitted by the developer at this time.
5. Felicita Development, LLC (Developer: Katherine Park, Creative Design Associates) – *This project is on hold pending further direction and submittal of information from the applicant:* Follow-up meetings conducted by the applicant with staff and the wildlife agencies lead staff to believe a revised project is forthcoming.
6. Springhill Suites (Developer: Raj Patel, San Bernardino Hospitality LLC) – Final interior design changes to meet Marriott's current generation prototype are being reviewed by Esgil. Construction is expected to commence within the next month.
7. Centre City Commercial Center (Developer: Todd Dwyer) – The public review period for the Draft Mitigated Negative Declaration ended on June 8, 2017, and the Zoning Administrator adopted the environmental document on June 28, 2017 leading to approval of the plot plan application that same day. A demolition plan for the existing motel and restaurant buildings on the site was submitted the third week of May. The right of access to Centre City Parkway was approved by City Council on June 7, 2017. The applicant has notified staff that he is interested in participating in the expedited plan check program.

Industrial

1. StorQuest (Developer: The William Warren Group, Inc.) – The second check of grading plans was received by Engineering the week of April 30 and returned back to the applicant with comments three weeks ago. Building plans have now been approved by Esgil. Landscape plans were submitted on June 7, 2017 and Planning reviews have been returned to the applicant.
2. Victory Industrial Development (Developer: Scott Merry, Badiie Development) – *Project review and communications with the applicant are on-going but there are no new milestones to report this week:* The applicant has secured his permits from the Army Corps, Regional Board, and CA Fish and Wildlife. The grading plan has been approved, BMP's are installed and the permit has been issued. Signal plans and street improvement plans have been approved. A pre-construction conference was held at the site and construction has commenced.
3. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) – Building plans, grading plans, landscape plans and the final map have been submitted and comments have been provided by staff and Esgil. Engineering sent comments on the third check of the grading plan in mid-June. Staff is awaiting revised plans from the applicant.
4. Innovative Industrial Development (Developer: Scott Merry, Badiie Development) – *Project review and communications with the applicant are on-going but there are no new milestones to report this week:* Comments on the building permit application have been returned. Landscaping drawings were submitted on May 9, 2017. The second check of the grading plan is nearing approval.

5. North American Self-Storage (Developer: Russ Colvin) – This project is participating in the expedited plan check program. The demo permit has been issued. The applicant submitted a 2nd plan check for the grading plan on April 13, 2017, and comments from all departments were provided back within 13 days. A boundary adjustment to combine the two lots on the site has recorded. The applicant is coordinating construction timing for an off-site water line with multiple departments. The applicant submitted for a 3rd plan check on June 2, 2017, and a request for final, minor corrections was sent back on June 15, 2017.

City Projects

1. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) – *No further updates to this item will be provided while litigation is in progress:* 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.
2. Wastewater Collections Yard Expansion (Developer: City of Escondido Utilities Department) – *Project review is on-going but there are no new milestones to report this week:* Grading, building and landscape plans are now being reviewed by staff. Utilities staff is assessing value engineering options in an effort to reduce the cost of the facility. The most likely option will be to build the project in phases starting with two of the three approved buildings.
3. HARRF Biogas to Energy Project (Developer: City of Escondido Utilities Department) – *Communications with the applicant are on-going but no construction plans have been submitted since the project was approved and there are no new milestones to report this week:* A Conditional Use Permit for the project was approved by the Planning Commission December 13, 2016.
4. Lake Wohlford Replacement Dam (Developer: City of Escondido Utilities Department) – A Draft EIR was prepared and issued for a 45-day public review period that began on October 4, 2016 and closed on November 17, 2016. Staff and AECOM are now in the process of coordinating responses to the comments that were received during the public review period. A field visit with staff from the state and federal wildlife agencies took place on May 11, 2017, to review biological mitigation requirements. Staff sent a follow-up letter to the wildlife agencies on June 29, 2017, seeking clarification on the proposed biological mitigation requirements.

Institutional

1. Escondido United Reformed Church (Developer: Brent Cooper) – The applicant submitted a CUP modification application on May 25, 2017, to increase the size of the sanctuary and classroom buildings and delete Phase 4. That modification was approved by the Planning Commission on June 27, 2017. Plan check has been underway during the CUP modification process with the building plans already in third plan check and the grading plan in second plan check.
2. Self-Realization Fellowship Center (Developer: John Pyjar, Domusstudio Architecture) – The CUP application was submitted on November 14, 2016. Staff reviewed the initial submittal

and sent a letter to the applicant on December 14, 2016, indicating that the application was incomplete and specifying the additional information that was necessary to complete the application. The applicant resubmitted revised plans and technical studies on May 19, 2017, and staff comments were issued last week.

Residential

1. Oak Creek (Developer: Jason Han, New Urban West) – *This project has been placed on hold by the developer while the City completes construction of the Southwest Sewer Project so there is no change from the following update reported last week:* No grading or improvement plans have been submitted by the developer at this time.
2. Amanda Estates (Developer: Jason Han, New Urban West) – *This project has been placed on hold by the developer while the City completes construction of the Southwest Sewer Project so there is no change from the following update reported last week:* No grading or improvement plans have been submitted by the developer at this time.
3. Lexington (Zenner) (Developer: Eric Johnston, KB Homes) – The applicant received building permits for 10 new homes on April 18, 2017. Building permits for 15 additional homes were issued on May 4, 2017, and eight more homes were issued on May 9. The County Water Authority has now approved a necessary utility crossing through a short section of their easement. The new traffic signal at the corner of Ash and Vista should be operational before school starts back up.
4. Stella Park Condominiums (Developer: Edward Kaen, ETP, LLC) – Lyon Homes submitted a precise grading plan on March 28, 2017. A final map, street improvement plans and landscape plans were also submitted on April 17, 2017. Building plans were submitted into plan check on April 6 and landscape plans on May 1. Comments were returned in the beginning of June. The rough grading permit was issued on May 22, 2017 allowing construction to start on the project. Engineering comments on the precise grading plan were sent out on June 16, 2017.
5. Wohlford (Developer: Jack Henthorne) – *Project review and communications with the applicant are on-going but there are no new milestones to report this week:* The Draft EIR has been posted on the city website and released for a 45-day public review period that ended on May 12, 2017. The EIR consultant has forwarded draft responses to comments to staff for review. Potential Development Agreement terms are now being considered.
6. Latitude II (Developer: Peter Zak, Lyon/NCA) – A grading permit has been issued and grading is underway. The final map was approved by City Council on June 7, 2017. Utilities approved the off-site water line plans two weeks ago. Building permits for all six residential buildings (112 units) were issued on June 22, 2017.
7. Canyon Grove Estates Tract 932 (Developer: John Vance, Shea Homes) – The model homes have been completed and are now open. Construction of the phases is underway with three more phases receiving building permits in early June. The precise grading plan for the remainder of the development has been approved.
8. Safari Highlands Ranch (SHR) (Developer: Jeb Hall, Concordia Homes) – *Project review and communications with the applicant are on-going but there are no new milestones to report*

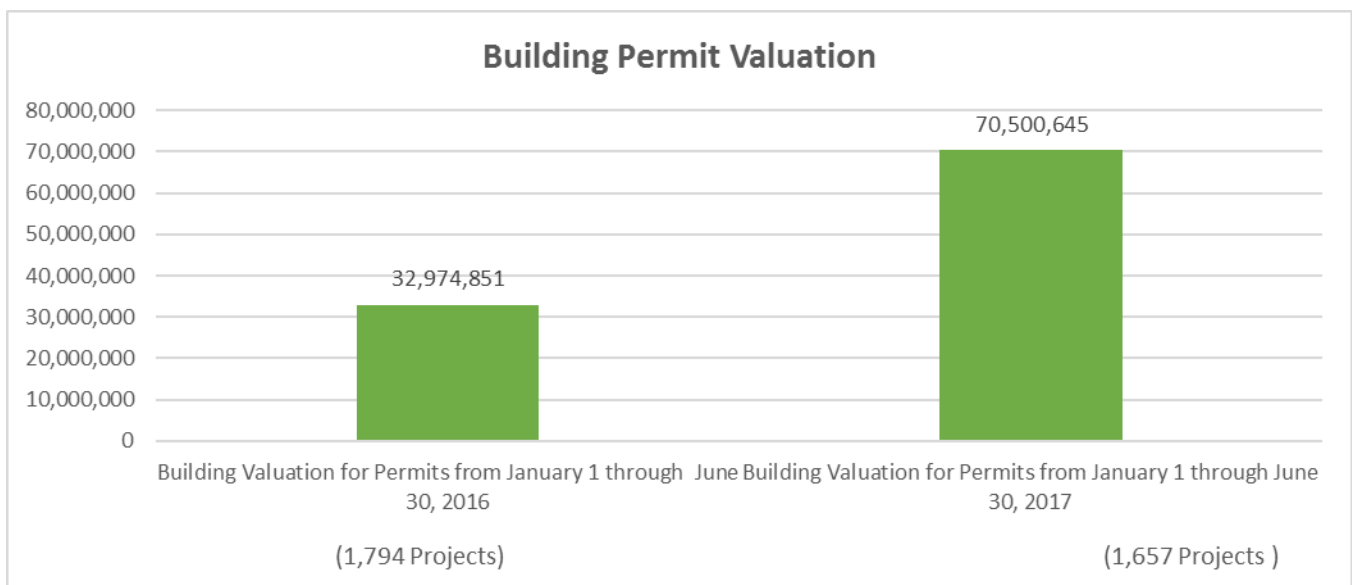
this week: A second revised tentative map depicting various minor changes and clarifications to roads, easements and drainage facilities was submitted on April 25, 2017. Revised technical engineering reports as well as responses to staff comments also have been submitted for review. The revised studies have been loaded on the City's website at the following link: [Safari Highlands Ranch Specific Plan - City of Escondido](#). Staff anticipates that the Draft EIR will be out for public review in June or July of 2017.

9. High Pointe Tract 693-J (Developer: Russell Schaeffer, True Life Communities) – *The applicant continues to actively market the property and there is no change from the following update reported last week*: Staff has prepared a bond and fee letter based on the proposed grading and landscape plans, and has sent it to the applicant.
10. Del Prado (Developer: Kerry Garza, Touchstone Communities) – *Communications with the applicant are on-going but there are no new milestones to report this week*: No grading or improvement plans have been submitted by the developer at this time.
11. 701 San Pasqual Valley Rd (Developer: Bob Stewart) – Staff has met several times with the applicant to help work through project design and storm water issues. A Draft Mitigated Negative Declaration has been submitted and staff has provided comments to the applicant on the draft and technical studies. A three-year extension of time for the previously approved ten-lot subdivision (Tract 895) was approved by the City Council on June 7, 2017. Staff is currently reviewing revisions to the tentative map that were submitted in early June.
12. Escondido Gateway (Developer: Greg Waite, Integral Communities) – The builder (Lyon Homes) is coordinating with city staff to resolve ownership and title issues regarding three strips of land under existing excess right-of way that is proposed to be vacated for the applicant's use. It is expected that those title issues will be resolved through a combination of quitclaims and eminent domain. Building and grading permits are nearing approval. Asbestos and lead-based paint abatement has been completed in preparation for demolition of the vacant building on the site, which should occur in July.
13. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) – Planning staff has provided a location on the city's website for ECC project-related documents and plans. A 45-day public review period for the Draft EIR commenced on June 28, 2017 and will end on August 11, 2017. The Draft EIR and appendices have been placed on the city website. This information along with project status and other related information can be accessed at the following link: [ECC - City of Escondido](#)
14. Ivy/Valley Parkway Mixed-Use Development (Developer: Abad Rahan Pars Inc./ Norm Wieme, Architect) – *Project review and communications with the applicant are on-going but there are no new milestones to report this week*: The applicant has indicated that grading and building plans are expected to be submitted into plan check soon. The reimbursement agreement for new water infrastructure that will be installed by the project in the adjoining alley has been approved.
15. North Avenue Estates (Developer: Casey Johnson) – An application to re-entitle aspects of the previously approved project that have expired and modify the project design to reflect new storm water requirements was submitted to the Planning Division on March 7, 2017. A first round of comments was provided back to the applicant and the applicant submitted

revised plans on June 1, 2017. The applicant will be coordinating easement and utility crossing issues with the County Water Authority, whose main underground water transmission lines cross the site. Staff is preparing final comments for inclusion into the plans before scheduling the public hearings.

16. Aspire and The Ivy (Developer: Addison Garza, Touchstone Communities) – The project consists of three separate downtown sites proposed for mixed-use, residential and parking garage project components on Parking Lot 1, Parking Lot 4 and the former Escondido Surgery Center property. Applications were submitted for entitlement processing on June 23, 2017. Distribution to other departments and agencies is underway. Staff and the applicant are working on an agreement that will provide contract planner services to expedite project review times.

Building Division

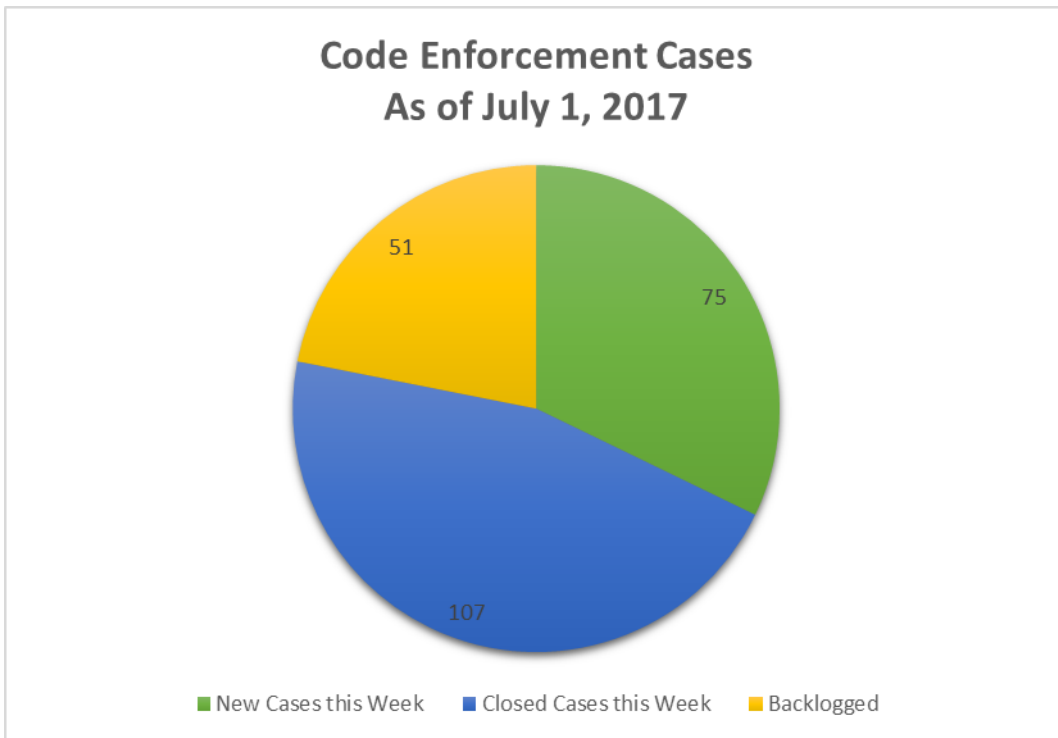


Building Permits Issued Last Week	Total Valuation
71	\$4,808,372

1. 13 solar permits were issued for the week. The Building Division has issued 473 solar permits this year compared to 674 issued for the same time last year.
2. Our building inspectors responded to 230 inspection requests for the week.
3. Permits were issued for 18 single-family residences this week. Building has issued 123 single family dwelling permits this year and 224 multi-family units. This compares with 46 single family dwelling and 33 multi- family dwellings for same time last year.
4. Projects nearing permit issuance are:
 - a. 917 W Lincoln, three new apartment buildings, nine units.

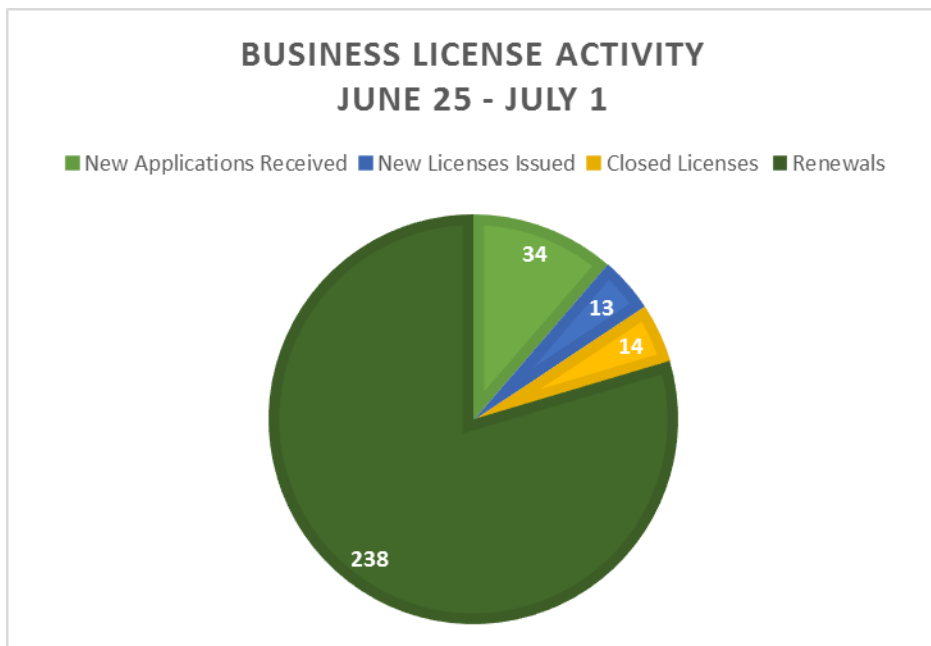
5. The construction of the City Plaza three-story mixed use building at 300 S. Escondido Blvd. has received partial approval of roof framing and rough framing inspections. *No change from previous.*
6. Drywall is being installed in the second floor units at the Meadowbrook, three-story apartment building with underground garage at 2081 Garden Valley Glen. The nursing care facility is now open.
7. Escondido Disposal is proceeding with finish work for the remodel of the existing administration building. Occupancy expected within 2 to 3 weeks. Preliminary inspections have been performed on the recycling equipment.
8. Demolition of the previous bank building at 444 S. Escondido Blvd is nearing completion. *No change from the previous.*
9. The medical office building at 2125 Citracado Pkwy is progressing with the erection of the building structural steel. *No change from the previous.*
10. The medical office building at 1951 Citracado Pkwy has completed construction of the exterior masonry walls. *No change from the previous.*
11. The Westminster Seminary at 1725 Bear Valley Pkwy is proceeding with the framing on two of the buildings. All but one of the nine building foundations have been completed.
12. The Emanuel Faith Church at 639 E 17th Ave and the Church of Resurrection at 1445 Conway have received partial foundation inspections and underground plumbing inspections. Construction of the exterior masonry walls is progressing. *No change from the previous.*
13. The new Popeye's restaurant at 1541 E. Valley Pkwy has received suspended ceiling, drywall and hood inspection approvals. Final inspection and occupancy is expected soon. *No change from the previous.*
14. The Ford auto dealership at 1717 Auto Pkwy is setting the finish in the office showroom as part of their extensive remodel. Final finish and site work is in progress. *No change from the previous.*
15. The new Veterans Village project at 1540 S. Escondido Blvd. has received partial foundation inspection and inspections of the masonry walls at Building 1. *No change from the previous.*

Code Enforcement

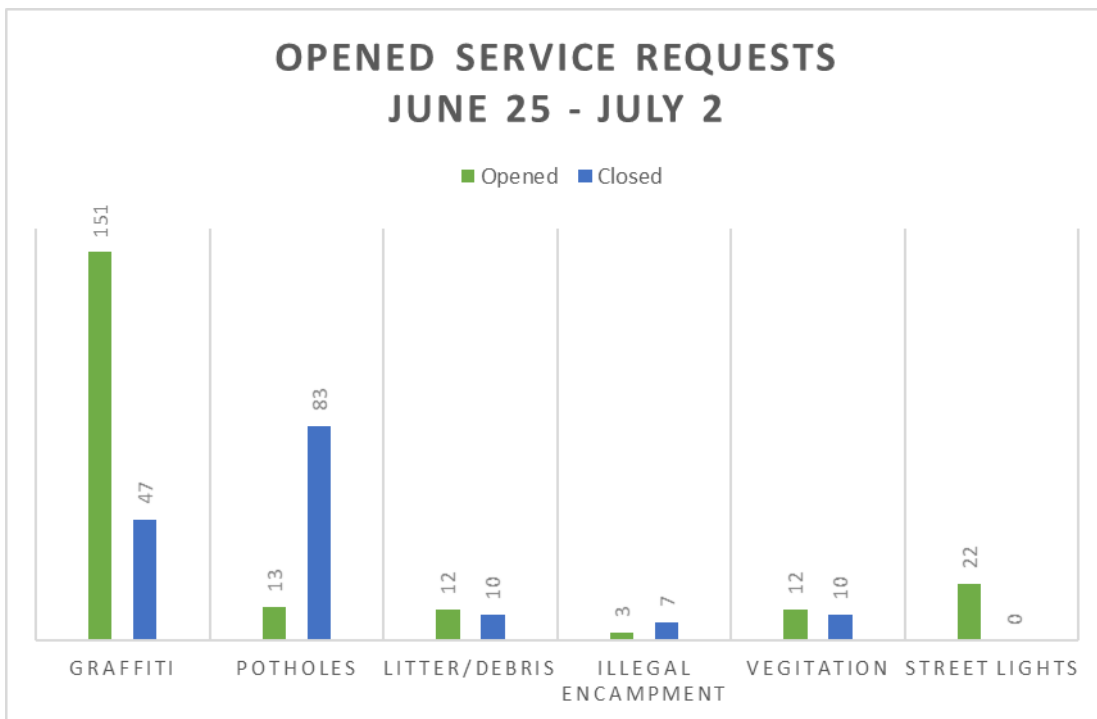
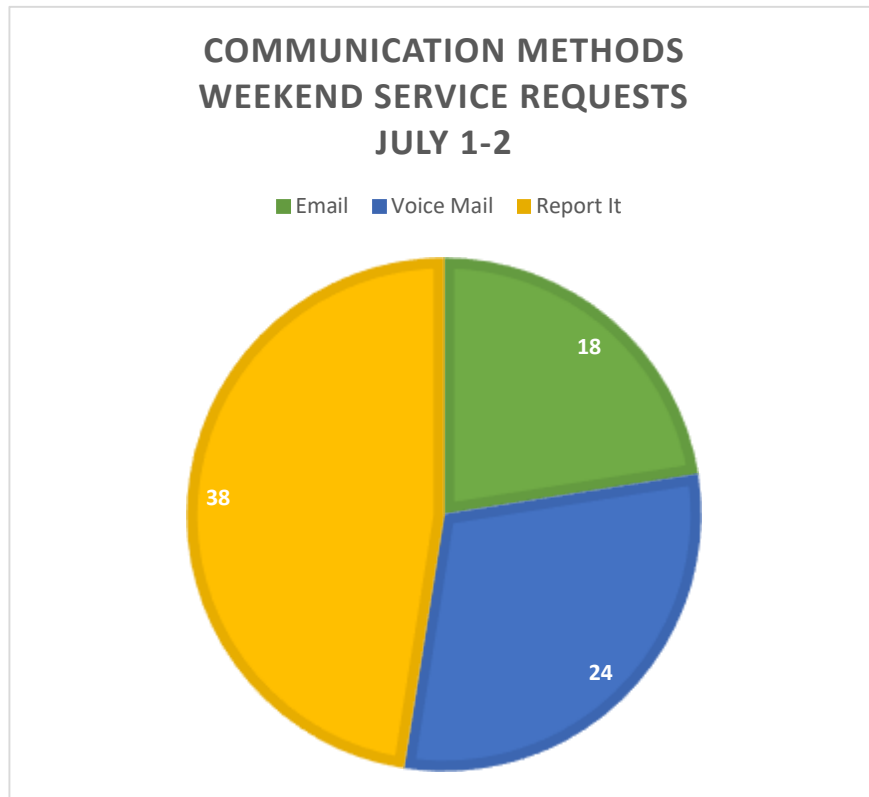


Total Open Code Cases	Illegal Signs Confiscated over the Previous Weekend
419	170

Business Licensing



Building Maintenance & Operations



Graffiti Restitution

Collected This Week	Collected Year to Date
\$285	\$5234.51

ENGINEERING

Capital Improvements

East Valley Pkwy/Valley Center Road Widening Project

This project will widen the bridge over Escondido Creek north of Lake Wohlford Road, widen Valley Center Road, add medians and landscaping, and construct sidewalk from Beven Drive to the northern City limit. This project bid on May 25, 2017, City staff has received Caltran's approval of Disadvantaged Business Enterprise goals for this federally funded project. The project is on the agenda and recommended for award by the City Council at the July 12, 2017 meeting. Construction is anticipated to begin later this summer.

Neighborhood Streetlight Project

This project will add new streetlights to meet current lighting standards, and retrofit existing streetlights with LED fixtures at five established communities throughout the City (Cedar-Cedar Brook, Mission Grove, Rose to Foxdale, Rustic Village, The Elms). Staff advertised for bids on June 22, 2017, bid opening on August 3, 2017. It is anticipated that award of the construction contract will be requested of the City Council at the August 16, 2017 meeting. Construction is anticipated to begin by late summer/early fall.

East Valley Pkwy/Date and El Norte Parkway/Fig Street Traffic Signals

This project will add new signals at both of these intersections. Designs for both projects are complete. The City has received Authorization to Construct approval from Caltrans. Staff has completed minor updates to the plans and specifications, and they are under final review by the City Engineer. Staff anticipates advertising this project for bids in August 2017.

Private Development

Pradera - Lennar Communities

No changes from that reported last week: Phase 6 homes are being released for occupancy this week.

Lexington Model Homes - KB Homes

No changes from that reported last week: The installation of the roadway base material has begun for the construction of the new roadway improvements for the two onsite streets.

Citron Project by William Lyon Homes

The mass grading of the project is continuing; the project is located at 2516 S. Escondido Boulevard.

Escondido Boulevard at 3rd Avenue

No changes from that reported last week: The contractor is continuing to place framing along the 3rd floor, lane closures along 3rd Avenue will be ongoing to allow for the lifting of construction materials to the third floor roof.

Tract 932 - Canyon Grove Shea Homes Community

The County of San Diego offsite improvements are continuing this week along Ash Street between Vista Avenue and Hubbard Avenue, the full roadway closure was completed on July 1, 2017, 6 days ahead of schedule. Work will now proceed on the construction of the traffic signal at Ash Street and Vista Avenue which includes the final pavement surface in the intersection. Onsite construction is concentrated on the installation of a temporary water line so that the construction of homes may resume.

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

The preconstruction meeting for the construction of the offsite water main along the easterly edge of Centre City Parkway, beginning at the Mission Avenue/Centre City Parkway intersection, was held June 29, 2017. The work will require the closure of one lane of traffic along Centre City Parkway. The work is tentatively set to begin on July 5, 2017 of this week with saw cutting of the asphalt roadway. Electronic message boards will be placed in advance of the work starting to inform the motorist of the closure, no detours are expected as part of the construction.

Veterans Village

No changes from that previously reported: The projects off site water improvements are idled this week while the developers design engineer determines the best solution for installing the project water mains around the multiple utility crossings along this projects frontage.

Tract 877 – Bernardo Ave. by Ambient Communities

No changes from that previously reported: The onsite construction, which includes constructing wall footing, sewer main and storm drain improvements, will continue this week.

Palomar Medical Center

No changes from that previously reported: The contractor has completed the rough grading of the temporary parking lot pad across from the main entrance to the hospital. Street light foundations as well as surface improvements are being installed this week.

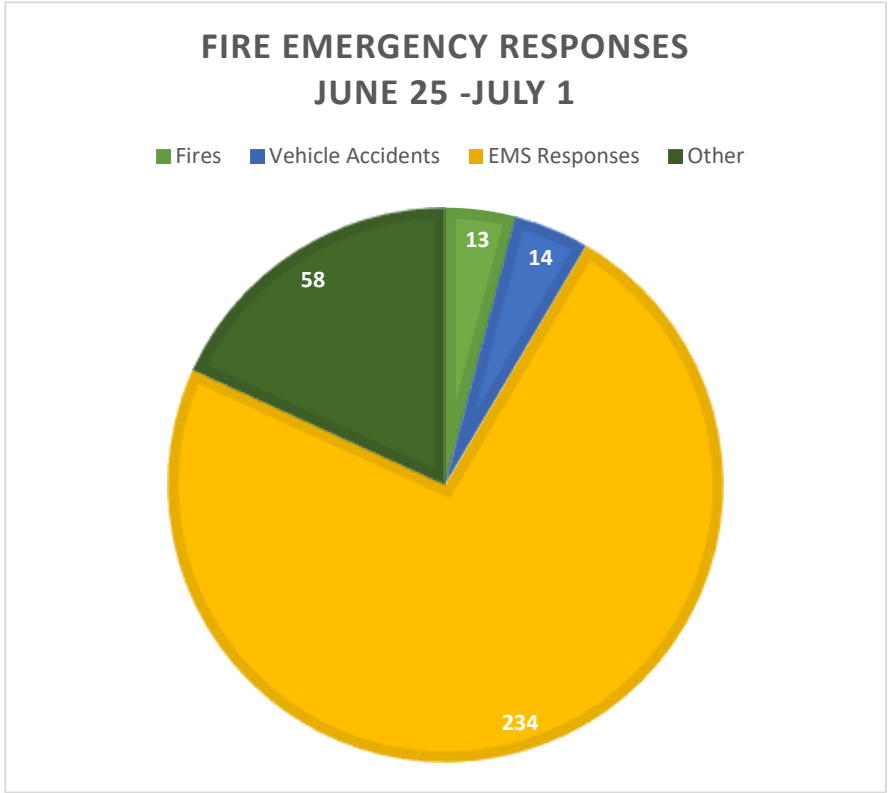
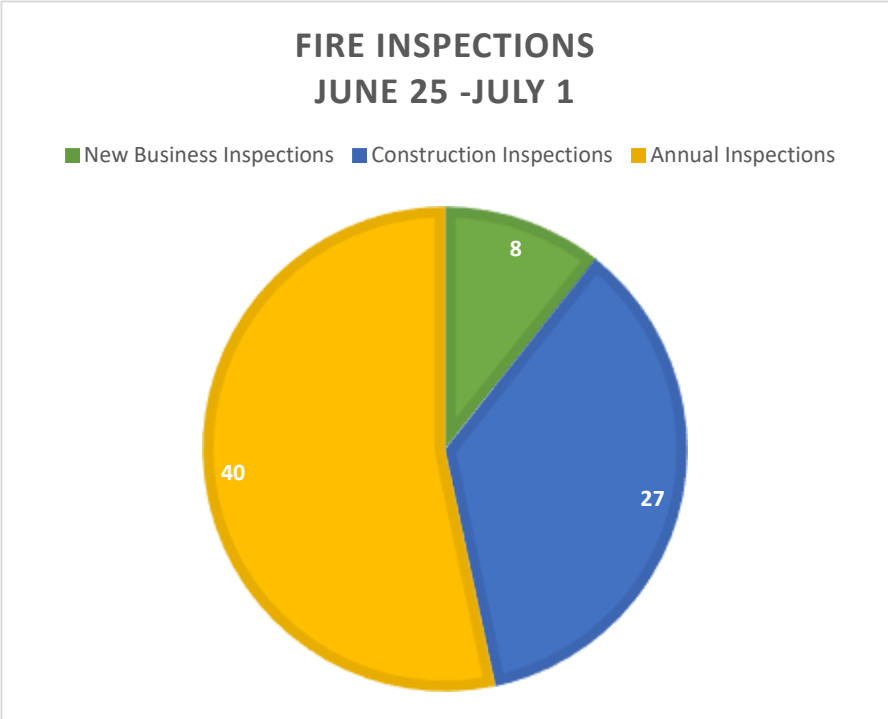
Victory Industrial Park

The grading operation at this site, including the importing of material, will continue this week. The project is located at 2005 Harmony Grove Road and is 5.4 acres in size.

Center Point Project

The demolition of the existing concrete slabs was completed this week. The improvement plans as well as the traffic signal plans for the three surrounding intersections have been approved for construction. The project is located on the old Toyota car dealership at 999 Broadway.

FIRE
Inspections:



Total Emergency Responses (Year To Date)	8,265
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Events & Incidents:

- On Tuesday, June 27, 2017, the Escondido Fire Department along with the Red Cross and the Burn Institute held a smoke detector event at two mobile home parks in Escondido. Residents at Mobile Park West and Eastwood Meadows were able to sign up for a smoke detector inspection from Escondido Fire Prevention personnel and volunteers from our partner non-profit organizations. The Red Cross provided new smoke detectors for anyone who needed their outdated one replaced or a new one installed if it was needed. In addition, the residents were provided information on how to develop two escape routes from anywhere in their home. If fire or safety hazards were found, the residents were educated on how to correct them. In all, 95 mobile homes were impacted by this event and 338 new smoke detectors were installed at no cost to the residents. This joint effort by the Escondido Fire Department, the Red Cross and the Burn Institute has made many homes much safer! Similar events are planned to take place throughout Escondido and Rincon Del Diablo Fire Protection District each quarter.
- Escondido units were deployed to assist with the vegetation fire in the East County, the Manzanita incident in Beaumont and the Cristianitos incident at Camp Pendleton.

POLICE

Incidents:

- On 6/25/17 at 18:13 hours, an officer conducted a bicycle stop for a Municipal Code violation on a subject at Broadway/Washington Ave. A records check revealed the subject had an active bookable warrant. Officers arrested him and begin to escort him to a patrol vehicle. The subject refuses to cooperate and drops his weight and sits on the pavement, then physically resists and kicks at an officer. The suspect was placed in max restraints and transported to Palomar Medical Center for medical clearance after a small use of force. The suspect was booked into the Vista Jail for the warrant and Felony Resisting Arrest. No officers were injured.
- On 6/26/17 at 13:21 hours there was a transient cart fire at Food for Less (644 N. Broadway). The cart was pushed up against the building, but there was no structural damage. The Escondido Fire Department believes a small propane tank in the cart may have burst, causing the fire. This is similar to a fire on 6/7/17, where a transient cart caught fire at Stater Bros (635 N. Broadway). These two incidents are similar in nature but unsure if related. No suspect info at this time.
- On 6/26/17 at about 16:49 hours, officers responded to a male victim who had been hit with a metal pipe lying on the sidewalk in front of Wal Mart, 1330 E. Grand Ave. Officers arrived and contacted the victim, who tells them he was involved in an altercation with his former roommate. During the altercation, the roommate pointed a knife at the victim and hit him on the head with a metal pipe, causing a 2" laceration. Friends of the victim witnessed the incident and hit the suspect with a skateboard to prevent any further injuries. The suspect fled on foot prior to Police arrival. The victim was transported to Palomar Medical Center and the suspect was located a short time later receiving treatment at Palomar Medical Center. The suspect was arrested and later booked into the Vista Jail for Assault with a Deadly Weapon.
- On 06/29/17 at 15:00 hours, Escondido fire and police personnel responded to 390 Hidden Trails for a brushfire. Battalion Chief Sargis directed officers to a male fleeing the area of the fire. The male was detained by officers and it was discovered that he was on probation with a search condition. A search of his person resulted in the location

of a pin flare. Cal fire police (sworn arson investigators) responded, took custody of the male for Arson and assumed the investigation.

- On 06/31/17 at 00:22 hours, officers responded to Siggson Ct. in reference to a depressed female who cut her stomach. Upon arrival, officers found the resident and confirmed she stabbed herself in the abdomen three times. She was transported to Palomar Medical West on a 5150 mental evaluation hold. Her injuries were not life threatening.

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