



SEPTEMBER 20, 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

**September 20, 2017
3:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
- a. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido Firefighters' Association
 - b. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido Police Officers' Association
 - c. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Non-Sworn Police Bargaining Unit
 - d. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association: Administrative/Clerical/Engineering Bargaining Unit
 - e. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association: Supervisory Bargaining Unit
- II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** Municipal Parking Lot #1 (APN 229-421-26) and Municipal Parking Lot #4 (APN 233-081-26)
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Touchstone Communities
Under Negotiation: Price and Terms of Agreement

- b. **Property:** 901 West Washington Avenue, APNs 232-090-72, -54, and -57 (Public Works Yard)
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement
- c. **Property:** 455 North Quince Street, APN 232-091-27 (Wickline Bedding)
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement
- d. **Property:** 480 North Spruce Street, APN 232-091-28
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement
- e. **Property:** 525 North Spruce Street, APN 232-091-06
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement

III. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))

- a. Threatened litigation related to potential outsourcing contract for Library Services.

ADJOURNMENT



Council Meeting Agenda

**September 20, 2017
4:30 P.M. Meeting**

Escondido City Council

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: National Preparedness Month - September 2017
Pollution Prevention Week 2017

ORAL COMMUNICATIONS

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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: A\) Regular Meeting of August 16, 2017 B\) Regular Meeting of August 23, 2017**](#)

4. [**NOTICE OF COMPLETION FOR THE CEMETERY AREA WATER PIPELINE REPLACEMENT PROJECT -**](#)

Request the City Council approve authorizing the Director of Utilities to file a Notice of Completion for the Cemetery Area Water Pipeline Replacement Project.

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

RESOLUTION NO. 2017-120

5. [**CONSULTING AGREEMENT FOR PLANNING SERVICES FOR THE SAGER RANCH PROJECT \(ALSO CALLED DALEY RANCH RESORT\) AND RELATED BUDGET ADJUSTMENT -**](#)

Request the City Council approve authorizing the Mayor and City Clerk to enter into an agreement for professional services with Rick Engineering Company in an amount not to exceed \$171,375 to serve as an extension of Planning Division staff and manage the review of the Sager Ranch development proposal and approve a related budget adjustment to increase the Planning Division budget for the same amount. Authorizing these requests does not have a legally binding effect on any possible future discretionary action.

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

RESOLUTION NO. 2017-125

6. [**ALL-WAY STOP CONTROL REQUEST FOR THE INTERSECTION OF RINCON AVENUE AND NORTH ASH STREET -**](#)

Request the City Council approve amending the City's schedule of stop signs to add all-way stop control at the intersection of Rincon Avenue and North Ash Street.

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

RESOLUTION NO. 2017-127

7. [**YEAR 2018 HOLIDAYS -**](#)

Request the City Council approve designating the days that City offices will be closed in the year 2018 for holiday observances.

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

RESOLUTION NO. 2017-130

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

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

CURRENT BUSINESS

8. [CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO - UPDATE -](#)
Request the City Council receive a brief presentation and update on the California Center for the Arts, Escondido.

Staff Recommendation: **None (City Manager's Office: Jay Petrek)**

9. [BID AWARD FOR THE 2017 STREET REHABILITATION AND MAINTENANCE PROJECT -](#)
Request the City Council approve awarding the bid to Eagle Paving Company, Inc., which was determined to be the lowest responsive and responsible bidder; authorizing the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$4,396,952.85; and adopting the Street List for Road Maintenance and Rehabilitation Account funds for the 2017 Street Rehabilitation and Maintenance Project.

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

RESOLUTION NO. 2017-129

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

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
September 27	Wednesday	3:30 & 4:30 PM	Regular Meeting	Council Chambers
October 4	Wednesday	4:00 p.m.	Town Hall Meeting	Council Chambers
October 11	Wednesday	3:30 & 4:30 PM	Regular Meeting	Council Chambers
October 18	Wednesday	3:30 & 4:30 PM	Regular Meeting	Council Chambers

TO ADDRESS THE COUNCIL

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

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

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

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

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

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

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

LIVE BROADCAST

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



Agenda Item No.: 1
Date: September 20, 2017

A F F I D A V I T S

O F

I T E M

P O S T I N G



Agenda Item No.: 2
Date: September 20, 2017

APPROVAL

OF

WARRANT REGISTER

CITY OF ESCONDIDO
August 16, 2017
3:30 P.M. Meeting Minutes
Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:35 p.m. on Wednesday, August 16, 2017 in the City Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE:

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
- a. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
 - Employee Organization:** Non-Sworn Police Bargaining Unit
- II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** 201 North Pine Street, APNs 233-032-07 & -08 (Former Lopez Market, 520-544 West Third Avenue, APNs 233-032-12, -13, & -14
 - City Negotiator:** Jay Petrek, Assistant City Manager
 - Negotiating Parties:** Prospective Purchasers
 - Under Negotiation:** Price and Terms of Agreement

ADJOURNMENT

Mayor Abed adjourned the meeting at 3:50 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK

CITY OF ESCONDIDO
August 16, 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 4:32 p.m. on Wednesday, August 16, 2017 in the City Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

Bill Pinkerton led the Moment of Reflection.

FLAG SALUTE

Boy Scout Troup 649 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; Mike Strong, Assistant Director of Planning; Julie Procopio, Director of Engineering Services; Diane Halverson, City Clerk; and Jennifer Ekblad, Deputy City Clerk.

PROCLAMATIONS

Mayor Abed presented a Certificate of Recognition to Sean Golding.

PRESENTATIONS

Jeffree Itrich presented regarding the Walk to End Alzheimer's.

ORAL COMMUNICATIONS

Dolores McQuiston, Escondido, commented regarding the closure of the branch library.

Roy Garrett, Escondido, requested the library outsourcing item be removed from the August 23, 2017 City Council Agenda and spoke in opposition to outsourcing library services.

Karen Tatge, president of the Escondido City Employees' Association, shared her experience with Riverside Library staff who work for LS&S and spoke in opposition to outsourcing library services.

Fairen Stastny, Escondido, shared her family's utilization of Escondido Public Library services and spoke in opposition to privatizing library services.

Bonnie Packert, Escondido, questioned privatizing library services and spoke in opposition to outsourcing.

Heidi Paul, Escondido, spoke in opposition to outsourcing library services.

Charles Jungk, Escondido, spoke in opposition to privatizing library services.

Ronald Kohl, Escondido, commented regarding the closure of the branch library and spoke in opposition to outsourcing library services.

Chris Nava, Escondido, spoke in opposition to outsourcing library services.

CONSENT CALENDAR

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve all Consent Calendar items with the exception of items 5, 7, and 8. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: A) Regular Meeting of July 12, 2017 B) Regular Meeting of July 19, 2017**

4. **FISCAL YEAR 2017-18 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT GRANT AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Escondido Police Department to accept a Fiscal Year 2017-18 California Office of Traffic Safety Selective Traffic Enforcement Program Grant in the amount of \$510,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. (File No. 0480-70)

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

5. **AMENDMENT TO PURCHASE AND SALE AGREEMENT: 700 WEST GRAND AVENUE -**

Request the City Council approve authorizing the Real Property Manager and the City Clerk to execute a Fourth Amendment to the Purchase and Sale Agreement for the sale of 700 West Grand Avenue to Lyon-Integral Escondido Gateway, LLC. (File No. 0690-20)

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

RESOLUTION NO. 2017-114

Deputy Mayor Masson disclosed the developer was a previous, but not a current client.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve authorizing the Real Property Manager and the City Clerk to execute a Fourth Amendment to the Purchase and Sale Agreement for the sale of 700 West Grand Avenue to Lyon-Integral Escondido Gateway, LLC and adopt Resolution No. 2017 114. Ayes: Diaz, Gallo, and Morasco; Noes: None; Abstain: Masson and Abed. Motion carried.

6. **INCREASE TO PURCHASE ORDER FOR WATER TREATMENT CHEMICAL -**

Request the City Council approve an increase of \$19,900 to the City's Fiscal Year 2016/2017 purchase order with Water Solutions (Azure Water Services). Water Solutions provides the Water Treatment Plant with the chemical purate, used during the disinfection process. (File No. 0470-25)

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

RESOLUTION NO. 2017-115

7. AWARD BID FOR NEIGHBORHOOD GROUP STREET LIGHTING PROJECT -

Request the City Council approve authorizing the bid award to HMS Construction, Inc., who was determined to be the lowest responsive and responsible bidder; and authorize the Mayor and the City Clerk to execute a Public Improvement Agreement in the amount of \$500,580 for the Neighborhood Group Street Lighting Project. (File No. 0600-10 [A-3220])

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

RESOLUTION NO. 2017-117

MOTION: Moved by Councilmember Diaz and seconded by Deputy Mayor Masson to approve authorizing the bid award to HMS Construction, Inc., who was determined to be the lowest responsive and responsible bidder; and authorize the Mayor and the City Clerk to execute a Public Improvement Agreement in the amount of \$500,580 for the Neighborhood Group Street Lighting Project and adopt Resolution No. 2017-117. Motion carried unanimously.

8. AMEND THE TRAFFIC SCHEDULE FOR TIMED ZONED PARKING IN DOWNTOWN MUNICIPAL PARKING LOT #6 -

Request the City Council approve establishing a 2-hour time limit for one row of parking spaces in Downtown Municipal Parking Lot #6, located on Second Avenue, between Kalmia Street and Juniper Street. (File No. 1050-50)

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

RESOLUTION NO. 2017-119

MOTION: Moved by Councilmember Gallo and seconded by Deputy Mayor Masson to approve establishing a 2-hour time limit for one row of parking spaces in Downtown Municipal Parking Lot #6, located on Second Avenue, between Kalmia Street and Juniper Street and adopt Resolution No. 2017-119. Motion carried unanimously.

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

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

9. AMENDMENT TO ARTICLE 70 (SECOND DWELLING UNITS) OF THE ESCONDIDO ZONING CODE (AZ 16-0007) -

Approved on July 19, 2017 with a vote of 4/1, Masson voting no. (File No. 0810-20)

ORDINANCE NO. 2017-06 (Second Reading and Adoption)

PUBLIC HEARINGS

10. AMENDMENT TO ARTICLE 57 (MISCELLANEOUS USE RESTRICTIONS) OF THE ESCONDIDO ZONING CODE TO ESTABLISH ELECTRIC VEHICLE CHARGING REGULATIONS (AZ 17-0002)

Request the City Council approve establishing an expedited, cost-effective permitting process for Electric Vehicle Charging Stations consistent with current State law requirements. (File No. 0810-20)

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

ORDINANCE NO. 2017-11 (First Reading and Introduction)

Mike Strong, Assistant Director of Planning, 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 Diaz and seconded by Councilmember Gallo to approve establishing an expedited, cost-effective permitting process for Electric Vehicle Charging Stations consistent with current State law requirements and introduce Ordinance No. 2017-11. Motion carried unanimously.

CURRENT BUSINESS

11. SELECTION OF PREFERRED TRACK TO COMPLY WITH REGIONAL WATER QUALITY CONTROL BOARD TRASH ORDER (R9-2017-0077) -

Request the City Council approve directing staff to notify the Regional Water Quality Control Board that Tract 1 is selected to comply with Trash Order R9-2017-0077 by September 5, 2017. (File No. 0230-65)

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney, Engineering Services Department: Julie Procopio, Public Works Department: Ed Domingue)**

RESOLUTION NO. 2017-98

Helen Davies, Environmental Programs Manager, presented the staff report utilizing a PowerPoint presentation.

Jonathan Sciano, Escondido, questioned what company is requiring this project.

MOTION: Moved by Councilmember Diaz and seconded by Mayor Abed to approve directing staff to notify the Regional Water Quality Control Board that Tract 1 is selected to comply with Trash Order R9-2017-0077 by September 5, 2017 and adopt Resolution No. 2017-98. Ayes: Abed, Diaz, Gallo, Morasco; Noes: Masson. Motion carried.

12. PROFESSIONAL SERVICES AGREEMENT WITH INVOICE CLOUD, INC. TO PROVIDE ELECTRONIC PAYMENT AND BILLING SERVICES FOR UTILITY BILLING ACCOUNTS -

Request the City Council approve authorizing the Mayor and City Clerk to execute a three (3) year Public Service Agreement with Invoice Cloud, Inc. effective September 1, 2017 through August 31, 2020, with three (3) additional one-year renewal options. (File No. 0600-10 [A3229])

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

RESOLUTION NO. 2017-116

Christina Holmes, Revenue Manager, presented the staff report utilizing a PowerPoint presentation.

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Diaz to approve authorizing the Mayor and City Clerk to execute a three (3) year Public Service Agreement with Invoice Cloud, Inc. effective September 1, 2017 through August 31, 2020, with three (3) additional one-year renewal options and adopt Resolution No. 2017-116. Motion carried unanimously.

FUTURE AGENDA

13. 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 Morasco requested a school subcommittee meeting.

Councilmember Gallo shared information on SB 623, a new tax on water services, from the recent San Diego County Water Authority meeting; and SANDAG Borders Committee indicated that part of Interstate 5 near the border will be closed September 23-25; and North County Transit District will receive a grant to purchase 10 new compressed natural gas buses.

Deputy Mayor Masson requested a meeting with the school subcommittee to discuss traffic mitigation solutions.

Mayor Abed reported SANDAG received a report regarding Proposition A, in which the executive director position was evaluated; boardmembers to decide whether to waive the 120-day resignation and approve appointment of a new executive director; and LAFCO Executive Director Mike Ott is retiring, Peckman & McKinney were hired to search for a new executive director, former executive director from Napa Valley was hired; and shared information regarding amended AB 805 with 16 cities in opposition.

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

Sherrill Townsend, Escondido, shared concerns about services being cut if privatization of library services is approved.

John Redman, Escondido, shared his concerns about accountability and transparency; spoke in opposition to privatizing library services.

Marie Schwab, Escondido, requested a public comment period and questioned how and when the public will be notified in regards to privatizing library services.

Patricia Borchmann, Escondido, shared a graphic regarding the City's budget and commented regarding the cost analysis and savings to the City if library services are outsourced.

Virginia Abushanab, Escondido, presented a petition containing signatures of those who oppose privatizing library services and spoke in opposition to outsourcing library services.

Phyllis Allinson, San Marcos, spoke in opposition to privatizing library services.

Maryl Burke, Escondido, shared an email from a library employee and spoke in opposition to privatizing library services.

Brenda Townsend, Escondido, spoke in opposition to privatizing library services.

Vanessa Valenzuela, Escondido, commented regarding the City's budget and spoke in opposition to privatizing library services.

Barbara Letsom, Escondido, commented regarding librarians and disagreed with the closing of the East Valley Parkway Library Branch.

Marilyn Joy Shepard, Escondido, shared her experiences with library services and spoke in opposition to privatizing library services.

Pamela Stahl, Escondido, spoke in opposition to outsourcing library services.

Tom Cowan, Escondido, voiced his support of a new library in Grape Day Park and spoke in opposition to outsourcing library services.

Liz White, Escondido, shared a poster with children's signatures, voiced her support of a new library, and spoke in opposition to outsourcing library services.

Greg Dean, Escondido, shared information on the California Public Employee Pension system and spoke in opposition to privatizing library services.

Consuelo Martinez, Escondido, spoke in opposition to outsourcing library services and recommended holding City Council meetings later in the day so that more citizens may attend.

Neal Griffin, Escondido, spoke in opposition to privatizing library services.

Debbie Restler, Escondido, spoke in opposition to outsourcing library services.

Christopher Stastny, Escondido, questioned the cost of City staff providing services.

ADJOURNMENT

Mayor Abed adjourned the meeting at 7:04 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK

CITY OF ESCONDIDO
August 23, 2017
3:30 P.M. Meeting Minutes
Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, August 23, 2017 in the City Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE:

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
- a. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association:
Administrative/Clerical/Engineering Bargaining Unit
 - b. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association: Supervisory
Bargaining Unit
- II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** 901 West Washington Avenue, APNs 232-090-72, -54, and -
57 (Public Works Yard)
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement
 - b. **Property:** 455 North Quince Street, APN 232-091-27 (Wickline Bedding)
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:20 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK

CITY OF ESCONDIDO
August 23, 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, August 23, 2017 in the City Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

Mel Bittner led the Moment of Reflection.

FLAG SALUTE

Councilmember Diaz 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.

PROCLAMATIONS

Ken White received the proclamation for American Legion Day - September 16, 2017.

ORAL COMMUNICATIONS

CONSENT CALENDAR

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Morasco to approve all Consent Calendar items 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: None Scheduled**
- 4. TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED JUNE 30, 2017 -**
Request the City Council receive and file the Quarterly Investment Report. (File No. 0490-55)

Staff Recommendation: **Receive and File (City Treasurer's Office: Douglas W. Shultz)**

5. ANNUAL DESTRUCTION OF RECORDS -

Request the City Council approve authorizing the destruction of City records and Police Department records for the following departments and divisions: City Attorney, City Clerk, City Manager, City Treasurer, Community Development, Community Services, Employee Benefits, Engineering, Finance, Fire, Hale Avenue Resource Recovery Facility, Housing, Human Resources, Library, Payroll, Police, Public Works, Risk Management, and Utilities. (File No. 0160-35)

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

RESOLUTION NO. 2017-92

6. ESTABLISHING THE PROPERTY TAX RATE AND FIXED CHARGE ASSESSMENTS FOR GENERAL OBLIGATION BONDED INDEBTEDNESS -

Request the City Council approve establishing the property tax rate and fixed charge assessments for bonded indebtedness for Fiscal Year 2017-18. (File No. 0440-35)

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

RESOLUTION NO. 2017-118

7. CONSULTING AGREEMENTS FOR THE PREPARATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT AND CONTINUATION OF PLANNING SERVICES FOR THE CITYWIDE SPHERE OF INFLUENCE UPDATE AND THE SAFARI HIGHLANDS RANCH PROJECT; AND RELATED BUDGET ADJUSTMENTS (ENV 15-0009 AND SUB 15-0019) -

Request the City Council approve a First Amendment to the Consulting Agreement with Michael Baker International for the sum of \$120,860 to prepare the Final Environmental Impact Report for the proposed Citywide Sphere of Influence Update and the 550 residential lot development known as Safari Highlands Ranch; approve a Consulting Agreement with John Helmer for the sum of \$90,000 to continue providing professional services on the project as a contracted extension of City staff; and approve a Planning Division budget adjustment of \$210,860. Authorizing these requests does not have a legally binding effect on any possible future discretionary action. (File No. 0600-10 [A-3191, A-3198])

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

A) RESOLUTION NO. 2017-121 B) RESOLUTION NO. 2017-122

C) RESOLUTION NO. 2017-124

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Gallo to approve a First Amendment to the Consulting Agreement with Michael Baker International for the sum of \$120,860 to prepare the Final Environmental Impact Report for the proposed Citywide Sphere of Influence Update and the 550 residential lot development known as Safari Highlands Ranch; approve a Consulting Agreement with John Helmer for the sum of \$90,000 to continue providing professional services on the project as a contracted extension of City staff; and approve a Planning Division budget adjustment of \$210,860. Authorizing these requests does not have a legally binding effect on any possible future discretionary action and adopt Resolution No. 2017-121, Resolution No. 2017-122, and Resolution No. 2017-124. Ayes: Gallo, Masson, Morasco, Abed; Noes: Diaz. Motion carried.

8. SECOND AMENDMENT TO CONSULTING AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SOUTHWEST SEWER REALIGNMENT PROJECT -

Request the City Council approve authorizing a Second Amendment to the Consulting Agreement with NV5 in an amount not to exceed \$48,000. (File No. 0600-10 [A-3186])

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

RESOLUTION NO. 2017-123

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.)

9. AMENDMENT TO ARTICLE 57 (MISCELLANEOUS USE RESTRICTIONS) OF THE ESCONDIDO ZONING CODE TO ESTABLISH ELECTRIC VEHICLE CHARGING REGULATIONS (AZ 17-0002)

Approved on August 16, 2017 with a vote of 5/0 (File No. 0810-20)

ORDINANCE NO. 2017-11 (Second Reading and Adoption)

CURRENT BUSINESS

10. LIBRARY OUTSOURCING CONTRACT -

Request the City Council hear a presentation, take public comment and (1) authorize the City Manager and City Attorney to negotiate a contract with Library Systems and Services, LLC (LS&S) to provide day-to-day operational services at the Escondido Public Library, including provisions to expand the number of hours the Library is open to the public; (2) authorize staff to engage in good faith negotiations with all applicable bargaining units effected by outsourcing of Library services to meet and confer on any decision to outsource and the effects of any outsourcing; and (3) direct the City Manager and City Attorney to return with appropriate terms and conditions upon which the City Council may enter into a contract for the management of the Library. (File No. 0600-10)

Staff Recommendation: **Consider for Approval (City Manager's Office: Jeffrey Epp)**

Jeffrey Epp, City Manager, and Jay Petrek, Assistant City Manager, presented the staff report utilizing a PowerPoint presentation.

Todd Frager, Chief Operation Officer of Library Systems & Services (LS&S), and Ed Garnet, Vice President of Business Development of LS&S, presented a PowerPoint presentation and were available to answer questions.

Roy Garrett, Escondido, questioned the legality of the City Council managing the library, presented the California Education Code 19104.5, and spoke in opposition to outsourcing library services.

Lynne Lau, Escondido, questioned saving \$400,000 by outsourcing library services and stated current library staff can work Sundays.

Delores McQuiston, Escondido, read an excerpt from a Union Tribune article regarding a poll by Mayor Abed.

Melinda Santa Cruz, Escondido, spoke in favor of privatizing library services.

Rolando R. Moreno, Escondido, requested Council save money without privatizing the library and spoke in opposition of outsourcing library services.

Jack Anderson, president of the Escondido Library Foundation, expressed concerns regarding outsourcing library services, and commented outsourcing may jeopardize a bond measure.

Laura Mitchell, Vista, spoke in opposition of outsourcing library services and expressed concerns with LS&S.

Elizabeth Hart, Escondido, spoke in opposition to outsourcing library services with LS&S.

Karen Tatge, president of Escondido City Employees' Association (ECEA), read correspondence from the ECEA attorney, spoke in opposition of outsourcing library services, and requested the decision be postponed.

Ronald Kohl, Escondido, suggested outsourcing the City Manager and City Attorney positions and spoke in opposition of outsourcing library services.

Myra Ferguson, Escondido, commented regarding the need for good libraries, spoke in opposition of outsourcing library services, and suggested contracting with San Diego County.

Georgine Tomasi, Escondido, spoke in opposition of outsourcing library services.

Homer Farsad, Escondido, commented regarding outsourcing City services and spoke in opposition to outsourcing library services.

Fairen Stastny, Escondido, questioned savings to outsourcing library services and spoke in opposition to outsourcing library services with LS&S.

Brian Melonaltos, Escondido, spoke in favor of outsourcing library services.

Barbara Takahara, Escondido, spoke in opposition of outsourcing library services with LS&S.

Elizabeth Crosthwaite, Escondido, spoke in opposition to outsourcing library services

Robert Kirschebaum, Escondido Public Library Friends of Literary Services boardmember, questioned outsourcing library services and asked Council to continue researching LS&S.

Charles Jungk, Escondido, commented that LS&S's purpose is to make money.

Viktor Sjoberg, Escondido, spoke in opposition of outsourcing library services.

Bonnie Gill, Escondido, spoke in opposition of outsourcing library services.

Juan Ibara, Escondido, shared concerns regarding outsourcing library services, the length of contract, and the quality of employees hired by LS&S.

Barbara Letsom, Escondido, shared concerns regarding LS&S.

Heidi Paul, Escondido, spoke in opposition of outsourcing library services and shared concerns regarding a library bond measure if a contract with LS&S is approved.

John Michals, Escondido, spoke in opposition of outsourcing library services and asked the City Council to explore other options to save money.

Meryl Burke, Escondido, spoke in opposition of outsourcing library services, requested more time to investigate outsourcing library services options and to seek more community input.

Debbie Restler, Escondido, commented regarding budget matters, spoke in opposition of outsourcing library services, and asked the City Council to explore other options.

Tania Bowman, Escondido, spoke in opposition of outsourcing library services.

Michelle Peralta, San Diego, spoke in opposition of outsourcing library services with LS&S.

Diana Contreras, Escondido, shared concerns regarding quality of services by LS&S and spoke in opposition of outsourcing library services.

Stephany Farley, Escondido, spoke in opposition of outsourcing library services.

Vanessa Valenzuela, Escondido, commented on denial of extra time to present regarding LS&S, shared concerns with LS&S services, and spoke in opposition of outsourcing library services with LS&S.

John Ward, Escondido, suggested the City Council hold meetings later in the day and spoke in opposition of outsourcing library services with LS&S.

Kay Guy, Escondido, expressed concerns regarding a robo phone call on outsourcing library services and spoke in opposition to outsourcing library services.

Ruth Weber, Escondido, spoke in opposition of outsourcing library services and suggested affiliating with the San Diego County Library system.

Felicity Carroll, Escondido, voiced her support for the current library system.

Neal Griffin, Escondido, complimented City staff on the staff report and comment that library services are sacred to the community.

Benjamin Camp, Escondido, commented that a library is a sacred institution and should be managed by the local community.

Kathleen Melonakos, Escondido, commented that the goal is to have a well-managed library with quality materials.

Anna Embrey French, Escondido, spoke in opposition of outsourcing library services.

Eric Carr, Escondido, spoke in opposition of outsourcing library services with LS&S.

Bonnie Packert, Escondido, spoke in opposition of outsourcing library services.

Ron Guiles, president of Library Board of Trustees, shared a letter from Library Board of Trustees stating why the Board is opposed to outsourcing library services and recommends opposing outsourcing library services with LS&S.

Christine Jackson, Escondido, shared a quote from the Los Angeles Times and spoke in opposition of outsourcing library services with LS&S.

Julianna Crespo, Escondido, shared concerns regarding LS&S, suggested exploring other options, and spoke in opposition of outsourcing library services.

John Redman, Escondido, spoke in opposition of outsourcing library services.

Laura Hunter, Escondido, representative for Escondido Indivisible, shared concerns about the credibility of push pull results, and requested the City Council delay a vote regarding outsourcing library services.

Neal Hook, Escondido, supports current library staffing and spoke in opposition of outsourcing library services.

Paul McNamara, Escondido, spoke in opposition of outsourcing library services.

M. Greg Dean, Escondido, shared a published letter to the editor of the Union Tribune and spoke in opposition of outsourcing library services.

Ivorie Franks, shared her positive experience working for LS&S.

Laura Burnett, Port Hueneme, shared her positive experience working for LS&S.

Barbara Howison, Nuevo, County Librarian for Riverside County, shared her fulfilling experience working for LS&S.

Jim Bowen, Escondido, commented the library is not the place to save money and suggested forming a committee to help improve the library.

Joann Greenberg, San Marcos, commented the library currently has highly trained professionals and offers outstanding services.

Misty Jones, San Diego, read excerpts of a letter from the American Library Association and the Public Library Association in opposition of outsourcing library services.

Joan Newmann, Escondido, president of Friends of Literacy Services, spoke in opposition of outsourcing library services.

Hunter Ayers, Escondido, spoke in opposition of outsourcing library services.

Paula Huntington, Escondido, spoke in opposition of outsourcing library services.

Ruth Cameron, Escondido, spoke in opposition of outsourcing library services

Loretta McKinney, San Marcos, commented LS&S cannot provide the same or better quality or quantity services and spoke in opposition of outsourcing library services.

Liz White, Escondido, spoke in opposition of outsourcing library services.

Brenda Townsend, Escondido, spoke in opposition of outsourcing library services and suggested forming a citizen task force or joining the county library system.

Andrew Carey, Escondido, commented to keep the library under local control.

Patricia Borchmann, Escondido, spoke in opposition of outsourcing library services with LS&S.

Blaise Jackson, Escondido, supports the library with the current staff.

Chris Nava, Escondido, requested the City Council to explore other options, allow existing staff to offer a proposal, and consider joining the county library system.

Patricia Soriana, Escondido, spoke in opposition of outsourcing library services.

David Hoard, Escondido, read a letter in support of building a new library but in opposed to proposed contract with LS&S from Michelle Poncia Breyer.

Anna Marie Velasco, Escondido, shared concerns regarding the image of Escondido and spoke in opposition of outsourcing library services.

Kathleen Lamb, Escondido, spoke in opposition of outsourcing library services, requested the City Council reconsider, and consider joining the county library system.

MaryAnne Dijak, Escondido, spoke in opposition of outsourcing library services.

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Gallo to approve authorizing the City Manager and City Attorney to negotiate a contract with Library Systems and Services, LLC (LS&S) to provide day-to-day operational services at the Escondido Public Library, including provisions to expand the number of hours the Library is open to the public; (2) authorize staff to engage in good faith negotiations with all applicable bargaining units effected by outsourcing of Library services to meet and confer on any decision to outsource and the effects of any outsourcing; and (3) direct the City Manager and City Attorney to return with appropriate terms and conditions upon which the City Council may enter into a contract for the management of the Library. Ayes: Gallo, Masson, Abed; Noes: Diaz, Morasco. Motion carried.

FUTURE AGENDA

11. 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

ADJOURNMENT

Mayor Abed adjourned the meeting at 9:13 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK



CITY COUNCIL STAFF REPORT

Consent Item No. 4

September 20, 2017

File No. 0600-10, A-3149

SUBJECT: Notice of Completion for Cemetery Area Water Pipeline Replacement Project

DEPARTMENT: Utilities Department, Construction and Engineering Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-120, authorizing the Director of Utilities to file a Notice of Completion for the Cemetery Area Water Pipeline Replacement Project.

FISCAL ANALYSIS:

The project was completed for \$8,392,410.97.

PREVIOUS ACTION:

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

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

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

On July 12, 2017, the City Council approved the final settlement of outstanding legal disputes on the Project for \$323,135.97, increasing the total maximum contact amount to \$8,392,410.97.

BACKGROUND:

The Project replaced approximately 3.5-miles of old water mains in areas located in and near the Oak Hill Cemetery. The old water mains were installed in the 1950s and 1960s and experienced numerous leaks, which required repairs. The new pipeline tightly traverses through the Oak Hill Cemetery and residential properties. Approximately 2.5-miles of new potable water transmission and

Notice of Completion for Cemetery Area Water Pipeline Replacement Project
September 20, 2017
Page 2

distribution piping was installed, which improved water main reliability and fire flow in the area. In addition, approximately 0.5-miles of recycled water pipeline was installed.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Dir. of Util.
9/7/2017 4:14 p.m.

Angela Morrow, Dep. Dir. of Util./Const. & Eng.
9/12/2017 9:00 a.m.

ATTACHMENTS:

1. Resolution No. 2017-120

RESOLUTION NO. 2017-120

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE DIRECTOR OF UTILITIES
TO FILE A NOTICE OF COMPLETION FOR
THE CEMETERY AREA WATER PIPELINE
REPLACEMENT PROJECT

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

WHEREAS, on June 15, 2016, the City Council approved a budget adjustment in the amount of \$980,000 to the Capital Improvement Project ("CIP") No. 704911 to cover the costs of the permitted contingencies and potential changes in construction on the Project; and

WHEREAS, on August 17, 2016, the City Council adopted Resolution No. 2016-111R, authorizing change orders to the Public Improvement Agreement with MNR Construction, Inc. in the amount of \$1,279,025, bringing the total contract value to \$8,069,275; and

WHEREAS, on July 12, 2017, the City Council approved the final settlement of outstanding legal disputes on the Project for \$323,135.97, increasing the total maximum contract amount to \$8,392,410.97; and

WHEREAS, the improvements to the Cemetery Area Water Pipeline Project were completed by MNR Construction, Inc; and

WHEREAS, the City of Escondido staff and the Director of Utilities deems the filing of the Notice of Completion to be valid and recommends approval; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the filing of the Notice of Completion.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Utilities.
3. That the City Council hereby approves the request to file a Notice of Completion for the Cemetery Area Water Pipeline Replacement Project.

CITY COUNCIL STAFF REPORT

Consent Item No. 5

September 20, 2017

File No. 0600-10, A-3231

SUBJECT: Consulting Agreement for Planning Services for the Sager Ranch Project (also called Daley Ranch Resort) and Related Budget Adjustment

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-125 authorizing the Mayor and City Clerk to enter into an agreement for professional services with Rick Engineering Company in a not to exceed amount of \$171,375 to serve as an extension of Planning Division staff and manage the review of the Sager Ranch development proposal, hereinafter called Daley Ranch Resort. A related budget adjustment is also requested to approve an increase to the Planning Division budget adjustment for the same amount. Authorizing these requests does not have a legally binding effect on any possible future discretionary action.

FISCAL ANALYSIS:

The Consulting Agreement with Rick Engineering Company to facilitate the City's review of the development plan proposal has an estimated total cost of \$171,375. A budget adjustment of \$171,375 to Account Number 5131-001-200 is being requested to fund extension of contract staff services. After the City Council authorizes the budget appropriation, the project proponent will file an application with the Planning Division and deposit funds to the City to fully cover extension staff services.

BACKGROUND:

The Daley Ranch Resort development proposal would be located on 207.63 acres of vacant land west of Valley Center Road, between Lake Wohlford Road to the south, and Woods Valley Road to the north in unincorporated San Diego County. The project site is within the City of Escondido General Plan Specific Plan Area (SPA) #2. Although an application has yet to be filed with the Planning Division for intake review and processing, it is anticipated that the proposed project would consist of the following:

- A resort with amenities located on approximately 14 acres in the southwest corner of the subject site, which would accommodate up to 225 rooms;
- Approximately 189 single-family residences; and

- A total of 148.89 acres of open space contained in four lots that range in size from 6.94 to 82.14 acres.

This development proposal would be processed under a specific plan. Creating or amending a specific plan may be requested when any interested party (i.e. resident, property owner, business owner, etc.) believes it is important to create tailored development regulations or design guidelines. The City Council adopted procedures for authorizing for creating or amending specific plans or processing zone change or general plan amendment applications. Before filing such an application, the City Council must first decide if the project is something that the City should take in as a formal application. That is, the project proponent must first be authorized by the City Council for processing and project and environmental review. This authorization does not reflect whether the City Council would approve the development proposal or application requests. For the Daley Ranch Resort development proposal, the City Council has already authorized the filing and City staff has received direction to accept the application. It appears that the project proponent is ready to process the development application.

Currently, the City's Planning Division is experiencing an increase in development applications, which impacts staff resources. Staff has made every effort to minimize delays and is evaluating opportunities to maintain and promote organizational effectiveness and efficiency. One such strategy is through the use of professional consultants. Consultants are not employees of the City, but are used as a third-party resource to help expedite planning services, environmental services, and project case file management during temporary increases in the volume of applications.

City staff recommends that the City Council authorize the Mayor and City Clerk to enter into an agreement with Rick Engineering for continued contract extension staff services. Because this would be a new City contract, City staff solicited three (3) quotes from catalogued vendors in accordance with the City's procurement policies. In consideration of the total scope, budget fee, and the anticipated level of effort, Rick Engineering demonstrated the best value for the City's needs. Because of the complexity of this project plus the level of interest expressed by both public and agency stakeholders, staff has developed a flexible scope of work, which includes optional tasks, so that extension staff can respond to project needs throughout the course of the project. Future costs associated with processing this project including reimbursement of staff and consultant costs will be fully funded by the applicant, with no cost to the City.

Formal specific plan applications and rezone requests are subject to review by the Planning Commission and City Council. The Planning Commission is given the authority to prepare and recommend all plan amendments to the City Council for consideration. The City Council, after

receiving a recommendation from the Planning Commission, shall make the final decision on all specific plan, rezone, and/or general plan amendment requests. It is anticipated that the Daley Ranch Resort development proposal would most likely be reviewed and considered by the Planning Commission and City Council in 2019.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
9/13/2017 5:32 p.m.

Mike Strong, Assistant Director of Planning
9/13/2017 5:37 p.m.

ATTACHMENTS:

1. Resolution No. 2017-125
2. Resolution No. 2017-125 - Exhibit A
3. Budget Adjustment

RESOLUTION NO. 2017-125

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 RICK ENGINEERING COMPANY TO PROVIDE CONTRACT EXTENSION STAFF SERVICES TO THE PLANNING DIVISION FOR THE DALEY RANCH RESORT SPECIFIC PLAN PROJECT

WHEREAS, the applicant for the residential project is proposing a Master Planned Community consisting of a 225-room resort, 189 single-family homes, and 148.89 acres of open space on 207.63 acres of vacant land west of Valley Center Road, between Lake Wohlford Road to the south, and Woods Valley Road to the north in unincorporated San Diego County (the "Project"); and

WHEREAS, the City participated in bidding and evaluation process of competitive quotes or proposals to search for the vendor or qualified consulting firm that would provide the best price, best quality, delivery time, and other factors deemed advantageous to the City. In accordance with the City's purchasing policies, the Planning Division staff solicited three (3) quotes from catalogued vendors and qualified consulting firms. After receiving the proposals from qualified consultants, Planning Division staff deemed Rick Engineering Company as the most qualified for this assignment; and

WHEREAS, the Director of Community Development recommends the execution of a Consulting Agreement ("Agreement") with Rick Engineering Company to provide contract extension staff services; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve said Consulting Agreement with Rick Engineering Company for contract extension staff services, in accordance with the Scope of Work identified as Attachment "A" to Exhibit "A."

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Community Development.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Rick Engineering Company in the amount not-to-exceed \$171,375 for contract extension staff services. A copy of the Consulting Agreement is attached as Exhibit "A" and is incorporated herein by this reference as though fully set forth.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this 20th day of September, 2017.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Bill Martin
760-839-4557
("CITY")

And: RICK ENGINEERING COMPANY
5620 Friars Road
San Diego, CA 92110
Attn: Brian Mooney
619-291-0707
("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 serve as extension of Planning Division staff and manage the review of the Sager Ranch development proposal, hereinafter called Daley Ranch Resort; 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 \$171,375.00. 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

ENGINEERING COMPANY

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.

ATTACHMENT A

The CONSULTANT proposes the following tasks and estimated hours needed to complete review and processing of the development proposal known as Sager Ranch or Daley Ranch Resort Specific Plan ("Project").

1. SCOPE OF SERVICES

Developer has agreed to pay for subcontracted services, as an extension of CITY staff, which will be dedicated to processing, reviewing, and managing City-level review of the Developer's planning application, in a timely manner.

CONSULTANT shall commence the performance of the services for each task in accordance with the Scope of Services section and at the level of effort identified in Attachment "A" Budget Table. CONSULTANT shall continue such services until all tasks to be performed are completed, or this AGREEMENT is otherwise terminated. Prior to approval of a work order, CITY shall ensure the Project Developer has deposited adequate funds in the appropriate CITY account to fund the proposed tasks.

In connection with the work covered by this AGREEMENT, the CITY may at any time during the process of the work, order other work or materials incidental thereto. If any such work and materials is not listed as a pay item with a contract unit price or if compensation is not included under the terms of the professional services contract, such work will be designated as Extra Work, and shall be performed by the CONSULTANT as directed.

In the event the completion of specific tasks identified in the Scope of Services exceeds the hours originally budgeted for under the Scope of Services, CONSULTANT, subject to prior written approval by the CITY, may bill for such additional time at the rate corresponding to the task(s) in question under the Rate Schedule. The City may also reject the request if work line items can be traded under the existing budget or if the request can be handled in-house with existing staff resources, while remaining within the overall-not-to exceed amount.

If other conditions necessitate additional services or a change in services, any increase in compensation or contract amendment must be authorized and funded in advance by the CITY. No compensation for Extra Work or any other change in the contract will be allowed unless the Extra Work or change has been authorized in writing by the CITY, and the compensation or method of determining such compensation is stated in such written authority.

- The CITY shall not be obligated to pay any amount not documented, budgeted, and approved in advance of CONSULTANT commencing the specified tasks.
- CONSULTANT will review technical reports/studies for consistency with the Project description and/or high-level technical accuracy. As an optional service, a more thorough and in-depth review of technical reports/studies will occur as directed by the CITY.
- Optional services include the detailed technical review of reports/studies by specialists, facilitation and participation at one (1) San Diego LAFCo hearing, and one (1) additional round of review of the Specific Plan, Tentative Map, Draft EIR, and/or Fire Protection Plan.
- This Agreement will expire in eighteen months.

ATTACHMENT A

2. COMPENSATION

- Compensation shall be provided on a time-and-materials, not-to-exceed basis in accordance with individual budgets established for each task order.
- Billing rates shall be at a blended hourly labor rate of \$145/hour in accordance with the table below.
- Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 10%.
- Vehicle mileage will be charged as an additional cost at the IRS approved rate. Travel time to and from meetings shall not be compensated unless specifically authorized by the CITY in writing. Rates may be adjusted annually subject to approval by the CITY.
- Invoices shall be submitted monthly with a detailed, description of services and hours associated with each description of services provided.

ATTACHMENT A

TASK DESCRIPTIONS	HOURS	BLENDED RATE	COST
Task 1: Planning Services: Project Entitlements/Approvals Review (Includes Two Rounds of Review)			
General Plan Amendment	16	\$145	\$2,320.00
Zone Change/Prezone Written Statement of Facts	16	\$145	\$2,320.00
Specific Plan	40	\$145	\$5,800.00
Design Guidelines	16	\$145	\$2,320.00
Tentative Map	16	\$145	\$2,320.00
Transfer of Development Rights	12	\$145	\$1,740.00
Annexation	12	\$145	\$1,740.00
Board of Supervisors Action Related to Project	4	\$145	\$580.00
Standard Urban Storm Water Mitigation Plan	16	\$145	\$2,320.00
Preliminary Grading Plan	16	\$145	\$2,320.00
Landscape Concept Plan/Visual Simulations	10	\$145	\$1,450.00
Fire Protection Plan	12	\$145	\$1,740.00
Preliminary Title Report	8	\$145	\$1,160.00
Grant Deed	4	\$145	\$580.00
Easement Agreements	16	\$145	\$2,320.00
Grading Exceptions/Slopes	16	\$145	\$2,320.00
Design Standard Waivers/Streets	12	\$145	\$1,740.00
U.S. Fish & Wildlife Service Habitat Loss Permit	2	\$145	\$290.00
U.S. Army Corps of Engineers 404 Permit	2	\$145	\$290.00
California Department of Fish and Wildlife 1602 Streambed Alteration Agreement	2	\$145	\$290.00
Regional Water Quality Control Board 401 Water Quality Certification	2	\$145	\$290.00
Draft Sample Development Agreement	2	\$145	\$290.00
Reimbursables (Printing)			\$200.00
Travel Expenses (Mileage)			\$100.00
Task 1 Subtotals	252	\$145	\$36,840.00
Task 2: Planning Services: Review of Technical Reports/Studies (Includes Two Rounds of Review)			
Biological Technical Report	16	\$145	\$2,320.00
Archaeological/Historic Report	12	\$145	\$1,740.00
Preliminary Geotechnical Investigation	8	\$145	\$1,160.00
Traffic Impact Analysis	16	\$145	\$2,320.00
Water Study	16	\$145	\$2,320.00
Stormwater Management Plan/Water Quality Study	16	\$145	\$2,320.00
Drainage/Hydrology Study	16	\$145	\$2,320.00
Slope Analysis	12	\$145	\$1,740.00
Air Quality Technical Report	16	\$145	\$2,320.00
Greenhouse Gas Inventory Modeling	16	\$145	\$2,320.00
Phase I Environmental Site Assessment	12	\$145	\$1,740.00
Sewer Study	6	\$145	\$870.00
Noise Technical Report	16	\$145	\$2,320.00
Reimbursables (Printing)			\$200.00
Travel Expenses (Mileage)			\$100.00
Task 2 Subtotals	178	\$145	\$26,110.00
Task 3: Environmental Services: Review and Coordination of Environmental Documents			
Coordination and Review of the Draft EIR (Includes two rounds of review)	80	\$145	\$11,600.00
Public Review of the Draft EIR	40	\$145	\$5,800.00
Responses to Comments	80	\$145	\$11,600.00
Final EIR – CEQA Findings	40	\$145	\$5,800.00
Reimbursables (Printing)			\$100.00
Travel Expenses (Mileage)			\$100.00
Task 3 Subtotals	240	\$145	\$35,000.00
Task 4: Project Management and Coordination			
Conduct field visits	8	\$145	\$1,160.00
Facilitate and participate in meetings	80	\$145	\$11,600.00
Coordinate with staff, applicants, City consultants, jurisdictions/agencies, community stakeholders	40	\$145	\$5,800.00
Preparation for and attendance at one (1) Planning Commission hearing and one (1) City Council hearing	40	\$145	\$5,800.00
Reimbursables (Printing)			\$100.00
Travel Expenses (Mileage)			\$100.00
Task 4 Subtotals	168	\$145	\$24,560.00
Grand Totals For Tasks 1 - 4	838	\$145	\$122,510.00
Task 5: Optional Services			
Facilitate and participate in one (1) San Diego LAFCo hearing	16	\$145	\$2,320.00
One (1) additional round of review of Specific Plan	16	\$145	\$2,320.00
One (1) additional round of review of Tentative Map	16	\$145	\$2,320.00
One (1) additional round of review of Draft EIR	24	\$145	\$3,480.00
One (1) additional round of review of Fire Protection Plan	16	\$145	\$2,320.00
Technical review of the Biological Technical Report	27	\$145	\$3,915.00
Technical review of the Archaeological/Historic Study	27	\$145	\$3,915.00
Technical review of the Traffic Impact Analysis	50	\$145	\$7,250.00
Technical review of the Stormwater Management Plan/Water Quality	40	\$145	\$5,800.00
Technical review of the Drainage/Hydrology Study	24	\$145	\$3,480.00
Technical review of the Air Quality Technical Report	27	\$145	\$3,915.00
Technical review of the Greenhouse Gas Inventory Modeling	27	\$145	\$3,915.00
Technical review of the Noise Technical Report	27	\$145	\$3,915.00
Task 5 Subtotals	337	\$145	\$48,865.00
Grand Totals For Tasks 1 - 5	1,175	\$145	\$171,375.00

CITY COUNCIL STAFF REPORT

Consent Item No. 6

September 20, 2017

File No. 1050-50

SUBJECT: All-Way Stop Control (AWSC) Request for the Intersection Rincon Avenue and North Ash Street

DEPARTMENT: Engineering Services Department, Transportation

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-127, amending the schedule of stop signs to add all-way stop control at the intersection of Rincon Avenue and North Ash Street.

FISCAL ANALYSIS:

Funds are available in the Traffic Infrastructure budget to install the necessary signs and markings.

BACKGROUND:

At the request of a resident of the Brookside Community, Traffic Engineering staff performed a warrants analysis for "All-Way Stop Control" (AWSC) at the intersection of North Ash Street and Rincon Avenue. After analyzing traffic counts, it was found that the minimum volume criteria and 85th percentile speed criteria are met such that "All-Way Stop Control" (AWSC) is warranted at this location.

Staff recommends installing stop control on the east-bound and west-bound directions to make this intersection All-Way Stop Controlled. The Transportation and Community Safety Commission considered this item at their July 13, 2017 meeting and voted to recommend AWSC at this intersection to the City Council for final approval.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
9/12/2017 6:29 p.m.

Ali Shahzad, Associate Engineer
9/12/2017 5:46 p.m.

ATTACHMENTS:

1. Resolution No. 2017-127

RESOLUTION NO. 2017-127

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
TO AMEND THE TRAFFIC SCHEDULES FOR
STOP INTERSECTIONS AND YIELD
INTERSECTIONS

WHEREAS, Escondido Municipal Code Section 28-5 provides that the City Council establish a traffic schedule for stop intersections and yield intersections; and

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

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

1. That the above recitations are true.
2. That the Traffic Schedule for Stop signs be amended to reflect the addition of two (2) new stop signs on Rincon Avenue at the intersection of North Ash Street.

CITY COUNCIL STAFF REPORT

Consent Item No. 7

September 20, 2017

File No. 0740-30

SUBJECT: Year 2018 Holidays

DEPARTMENT: Human Resources Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-130 to designate the days that City offices will be closed in the year 2018 for holiday observances.

FISCAL ANALYSIS:

None

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

Not applicable.

PREVIOUS ACTION:

Each year the City Council adopts a resolution, as required by State law, to designate the days that City offices will be closed for holiday observances.

BACKGROUND:

Holidays are considered to be an employee benefit, and are therefore, a part of the negotiation process with our various bargaining units. There are ten recognized holidays each year.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager, Administrative Services
9/12/2017 3:48 p.m.

ATTACHMENTS:

1. Resolution No. 2017-130
2. Resolution No. 2017-130 - Exhibit A - City Recognized Holidays Year 2018

RESOLUTION NO. 2017-130

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
DESIGNATING HOLIDAYS ON WHICH CITY
OFFICES SHALL BE CLOSED FOR
CALENDAR YEAR 2018

WHEREAS, Section 6700 of the California Government Code designates days that are holidays in the State of California; and

WHEREAS, Section 6702 of the California Government Code provides that City offices shall be closed on designated State holidays unless otherwise provided by the City; and

WHEREAS, this City Council desires and deems it to be in the best public interest to designate those holidays on which City offices will be closed.

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 public offices of the City of Escondido shall be closed on the following dates set forth in Exhibit "A" attached to this Resolution and incorporated by this reference.

City Recognized Holidays Year 2018

New Year's Day	Monday, January 1, 2018
Martin Luther King Day	Monday, January 15, 2018
Presidents' Day	Monday, February 19, 2018
Memorial Day	Monday, May 28, 2018
Independence Day	Wednesday, July 4, 2018
Labor Day	Monday, September 3, 2018
Veterans' Day	Sunday, November 11, 2018 <i>Observed on Monday, November 12, 2018</i>
Thanksgiving Day	Thursday, November 22, 2018
Day after Thanksgiving	Friday, November 23, 2018
Christmas Day	Tuesday, December 25, 2018

Library

Close at 5:00 pm on Monday, Dec. 24th and Monday, Dec. 31st.

East Valley Community Center

Close at 5:00 pm on Wednesday, Nov. 21st and Monday, Dec. 24th.

Closed Wednesday, Dec. 26th-Monday, Dec. 31st for annual floor maintenance.

Escondido Sports Center

Closed Sunday, April 1st.

Closed Monday, Dec. 24th-Monday, Dec. 31st.

Open on these holidays: Monday, Jan. 15th, Monday, Feb. 19th, Sunday Nov. 11th,
Friday, Nov. 23rd.

Park Avenue Community Center

Closed Sunday, April 1st.

Close at 5:00 pm on Monday, Dec. 24th and Monday, Dec. 31st.



Item No. 8: California Center for the Arts, Escondido - Update

- No materials available



CITY COUNCIL STAFF REPORT

Current Business Item No. 9

September 20, 2017

File No. 0600-10, A-3230

SUBJECT: Bid Award for the 2017 Street Rehabilitation and Maintenance Project

DEPARTMENT: Engineering Services Department, Design/Capital Improvement Section

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-129 awarding the bid to Eagle Paving Company, Inc., which was determined to be the lowest responsive and responsible bidder; authorizing the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$4,396,952.85; and adopting the Street List for Road Maintenance and Rehabilitation Account funds for the 2017 Street Rehabilitation and Maintenance Project ("Project").

COUNCIL ACTION PLAN:

This Project supports the City Council Action plan priority of Neighborhood Improvement.

BACKGROUND:

This Project will complete both rehabilitation and maintenance work as part of the City's annual street maintenance program. The project will resurface 94-lane miles of City streets, replace 0.83-miles of sidewalks, add 5.6-miles of bike lanes, install 26 pedestrian ramps and replace over 100-street-trees.

This year's Pavement Maintenance Program will focus on residential streets located in Maintenance Zone NE, which includes the area north of Lincoln Parkway/Avenue and east of Broadway. In addition, substantial work will take place on Andreasen Drive, Broadway, Centre City Parkway, El Norte Parkway, Felicita Avenue, and Lincoln Avenue.

On September 7, 2017, six sealed bids were received in response to the advertised request for bids on this Project. The bid results are listed below:

Eagle Paving Company, Inc.	\$4,396,952.85
ATP General Engineering Contractors, LLC	\$4,557,117.00
George Weir Asphalt Paving	\$4,596,539.89
Ramona Paving and Construction Corp.	\$4,735,851.00
All American Asphalt:	\$4,953,491.10
Southland Paving, Inc.	\$6,358,588.20

Staff recommends that the bid submitted by Eagle Paving Company, Inc. be considered the lowest responsive and responsible bid, and that the contract be awarded in the amount of \$4,396,952.85 to Eagle Paving Company, Inc. The lowest responsive bid is 7.4 percent lower than the low end of the Engineer's estimate range of \$4,750,000 - \$5,250,000.

On April 28, 2017, the Governor signed Senate Bill (SB) 1, which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. Beginning in mid-January 2018, the State Controller will begin apportionment of Road Maintenance and Rehabilitation Account (RMRA) funds to local agencies by formula pursuant to the Streets and Highways Code. The estimated revenue to the City of Escondido for FY17/18 is \$851,808.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. In order to be eligible for RMRA funding, cities and counties are required to report certain program information to the California Transportation Commission (CTC). Prior to October 16, 2017, the City is required to provide the CTC the list of projects, project locations, and the type of work proposed for RMRA funding. As part of the 2017 Street Rehabilitation and Maintenance Project, RMRA funding is proposed to be used for resurfacing streets identified in Exhibit 2 of the attached Resolution No. 2017-129.

FISCAL ANALYSIS:

There are sufficient funds included in the adopted CIP budget for the City's Annual Pavement Management Program, which include Gas Tax, TransNet and Road Maintenance and Rehabilitation Account (RMRA) funds.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
9/12/2017 11:50 a.m.

ATTACHMENTS:

1. Resolution No. 2017-129
2. Resolution No. 2017-129 - Exhibit 1 - Public Improvement Agreement
3. Resolution No. 2017-129 - Exhibit 2 - RMRA Streets List

RESOLUTION NO. 2017-129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AWARDED A BID TO EAGLE PAVING COMPANY, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT, AND ADOPTING A STREET LIST FOR ROAD MAINTENANCE AND REHABILITATION ACT (RMRA) FUNDS FOR THE 2017 STREET REHABILITATION AND MAINTENANCE PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the 2017 Street Rehabilitation and Maintenance Project ("Project"); 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 September 7, 2017; and

WHEREAS, Eagle Paving Company, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to award this contract to Eagle Paving Company, Inc. in the amount of \$4,396,952.85; and

WHEREAS, in order to be eligible to receive the Road Maintenance and Rehabilitation Act ("RMRA") funding, the City Council must adopt a list of projects to be funded with RMRA funds.

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 Eagle Paving Company, Inc. 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.
3. That the FY 17/18 Streets List attached as Exhibit "2", and incorporated by this reference, is hereby adopted by the City Council as the Project list proposed for RMRA funding.

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 **Eagle Paving Company, 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

2017 STREET REHABILITATION AND MAINTENANCE 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 **Four million three hundred ninety-six thousand nine hundred fifty-two and 85/100 Dollars (\$4,396,952.85)**.
4. The work shall be commenced on or before the twenty-first (21st) day after receiving the CITY'S Notice to Proceed and shall be completed within **Seventy (70) 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

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

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

2017 STREET REHABILITATION AND MAINTENANCE PROJECT

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

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

PROVIDED, that

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

increased dedication/commitment of time of OWNER employees to the Project. These costs shall be in addition to the penal sum of the bond.

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

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____
Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

By: _____

SECTION A-00620 - LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENT,

That **Eagle Paving Company, 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 specifications entitled,

2017 STREET REHABILITATION AND MAINTENANCE PROJECT

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

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

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

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____
Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
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:

2017 STREET REHABILITATION AND MAINTENANCE 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.

Road Maintenance and Rehabilitation Account (RMRA)

FY 17/18 Streets List

General Info:

City of Escondido, San Diego County

Julie Procopio, Director of Engineering Services Department/City Engineer,
jprocopio@escondido.org, (760) 839-4001

US Congress District #50 of California

2017 Street Rehabilitation and Maintenance Project (ESC37 / ESC38)

The City has elected to use Road Maintenance and Rehabilitation Account (RMRA) on this project, the first annual pavement rehabilitation and maintenance project since the RMRA funds have become available. This annual project rehabilitates street and sidewalk areas within the City that are in the poorest condition. A majority of this project will take place in the northern central part of the City. As part of the project the RMRA funds will be used to remove and replace pavement in very poor condition along the following street(s):

Andreasen Drive from Auto Park Way to Enterprise Street (Avg. PCI-very poor)

Broadway from Valley Parkway to Washington Avenue (Avg. PCI-37)

Felicita Avenue/Rd from Centre City Parkway to I-15 Southbound (Avg. PCI-32)

Lincoln Parkway/Avenue from Broadway to El Norte Parkway (Avg. PCI-39)

Sheridan Avenue from Fig Street to Vista Verde Drive (Avg. PCI-29)

These segments of roadway were selected because of the high volumes of traffic that they convey on a daily basis, the poor drainage has contributed to the street's condition in some cases. The average pavement condition for these streets is well below the City's program goals.

The City anticipates starting this project in October 2017, and completing the project before the end of Fiscal Year 17/18.

Work completed as part of this project has an Estimated Useful Life of 15 years, with the potential to exceed that timeline with consistently scheduled maintenance.



FUTURE CITY COUNCIL AGENDA ITEMS
Updated September 12, 2017

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

September 27, 2017
4:30 p.m.

CONSENT CALENDAR

Write Off Uncollectible Receivables
(S. Bennett)

The City has reviewed its outstanding receivables in order to ensure that resources are used efficiently and not devoted to the recovery of uncollectible receivables. As a result, certain outstanding loans have been deemed uncollectible where collection efforts have been exhausted and should therefore be removed from the City's general ledger.

Budget Adjustment for Niki de Saint Phalle Endowment Fund
(B. Martin)

The Niki de Saint Phalle Endowment Fund was established in 2003 with an initial deposit of \$100,000. The fund was established with the intent to fund various educational opportunities with the interest earned. Since its inception, additional donations from the public have been made to the fund. A budget adjustment will allow funds to be used for specific educational and other public art opportunities.

PUBLIC HEARINGS

CURRENT BUSINESS

WORKSHOP

Pension Workshop on Unfunded Liability
(S. Bennett)

Workshop by John Bartel of Bartel Associates, LLC

FUTURE AGENDA ITEMS (D. Halverson)

October 4, 2017
4:30 p.m.
Town Hall Meeting

Weekly Activity Report



September 14, 2017

FEATURED THIS WEEK

Escondido Fire Captain Deployed for Irma Relief Efforts

Escondido Fire Captain Kevin Beverly was deployed to Florida on Friday, September 8, 2017 as a member of the regional FEMA Urban Search and Rescue Team, Rescue Squad 3. The National Urban Search & Rescue system, coordinated by FEMA, provides for the response of expertly trained and well-equipped urban search and rescue teams from across the country to assist when local resources are overwhelmed. The teams operate around the clock, and include engineers and other technical experts.

Escondido Collaborating on Regional Amazon Proposal

Last week, Amazon released a Request for Proposals to identify a city in which to build a second headquarters on par with their Seattle campus. Only one submittal per metropolitan statistical area (MSA) will be accepted. Escondido is collaborating with the San Diego Regional EDC and the other cities and Economic Development Organization in the region to submit a competitive proposal for our MSA. For reference, here is the link to the Amazon HQ RFP:

[https://images-na.ssl-images-amazon.com/images/G/01/Anything/test/images/usa/RFP_3_V516043504 .pdf](https://images-na.ssl-images-amazon.com/images/G/01/Anything/test/images/usa/RFP_3_V516043504.pdf)

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) –
A grading plan for a temporary parking lot to serve the hospital was approved June 13, 2016, and the parking lot is nearing completion.
2. Escondido Research and Technology Center – West (ERTC) (Developer: James McCann) –
A plan for a new two-story, 57,000 SF, 52-bed Palomar Rehabilitation Institute was submitted on July 31, 2017 and a letter indicating the application is incomplete was sent to the applicant on August 10, 2017. The applicant submitted revised grading and landscape plans and a storm water management plan two weeks ago.
3. Centre City Commercial Center (Developer: Todd Dwyer) SE corner Centre City/Mission –
The expedited plan check process for the grading, building and landscape plans and the final parcel map started on July 25, 2017. Planning and Engineering returned grading, final

map and landscape comments in August. The applicant submitted revised plans on September 7, 2017.

Industrial

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – Revised grading, landscape and street and improvement plans were submitted by the applicant on July 14, 2017. Engineering and Planning comments on those plans were returned to the applicant on August 11, 2017. The applicant is now trying to resolve easement issues on the site.
2. Innovative Industrial Development (Developer: Scott Merry, Badiie Development) 1925 Harmony Grove Road – The grading plan is ready to approve and permit ready to issue once the cash deposit is posted and the fees are paid.
3. North American Self-Storage (Developer: Russ Colvin) 852 S. Metcalf – This project is participating in the expedited plan check program. The demo has been completed. Building plans were approved by Esgil, Planning and Fire the last week of June. The grading permit is ready to be issued once the cash deposit is posted and fees are paid.

City Projects

1. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) SE corner Ash/Washington – The lawsuit challenging the project approval has been settled and it is expected that a contract for engineering design will be considered soon.
2. 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. 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. Staff is now coordinating with consultant to final the EIR and start the permitting process.

Institutional

1. Escondido United Reformed Church (Developer: Brent Cooper) 1864 N. Broadway – The grading permit was issued in February of 2016 and then the applicant went through a CUP modification process with Planning to modify the building design. The building plans are in fifth plan check with approvals from Esgil, Utilities and Fire. Planning and Engineering are still in review.
2. Self-Realization Fellowship Center (Developer: John Pyjar, Domusstudio Architecture) 1840 Del Dios Rd. – The CUP application was submitted on November 14, 2016. The applicant resubmitted revised plans and technical studies on May 19, 2017, and staff has been issuing comments on the various documents. Another resubmittal from the applicant was received on August 22, 2017 and department comments are now being collected by Planning.

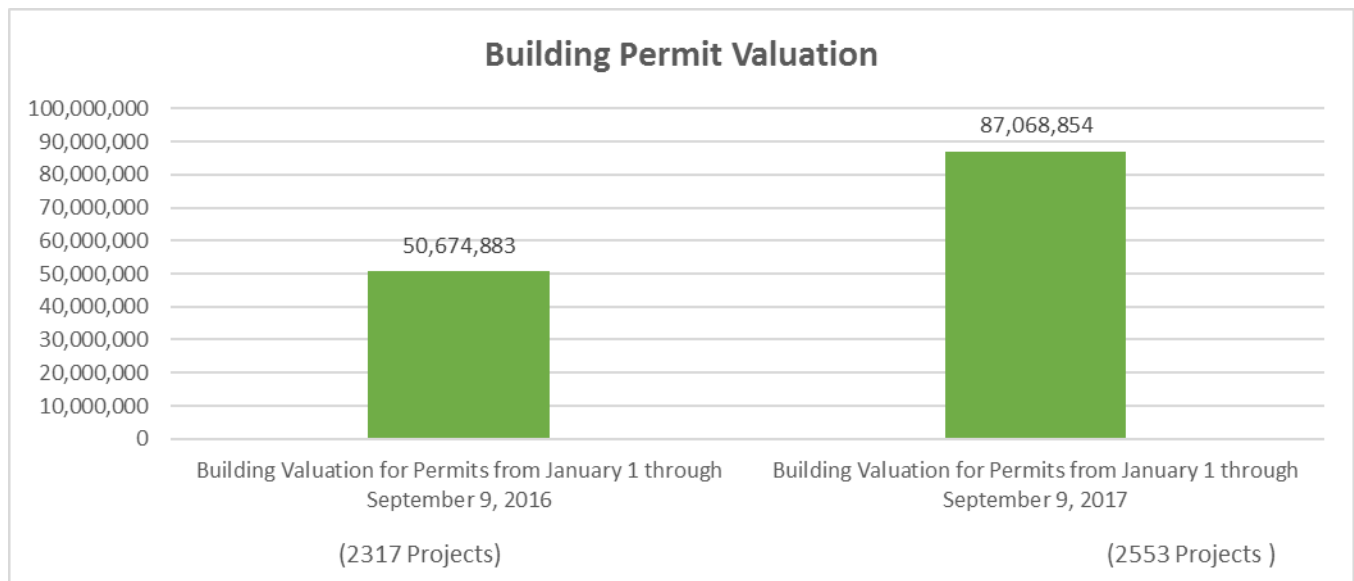
Residential

1. Citron (formerly Stella Park) (Developer: William Lyon Homes) 63 condo units at 2516 S. Esc. Blvd. – Building plans were submitted on April 6, 2017. Esgil and Planning have provided comments. Fire has approved the building plans. The rough grading has been completed on the site. The applicant resubmitted the precise grading plan on July 14, 2017. Engineering returned comments on August 15, 2017.
2. Wohlford (Developer: Jack Henthorne) 55 lots at 661 Bear Valley Pkwy. – 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 provided the responses to public comments and a Final EIR has been provided to the Planning Division. City staff is currently working to complete negotiations on the terms for the Development Agreement and schedule the item with the Planning Commission for review and consideration.
3. Safari Highlands Ranch (SHR) (Developer: Jeb Hall, Concordia Homes) 550 lots east of Rancho San Pasqual – 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](#).
4. 18 lots at 701 San Pasqual Valley Rd (Developer: Bob Stewart) – 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 comments on the revised tentative map were issued the last week of July.
5. Escondido Gateway (Developer: Carolyn Hillgren, Lyon Living) 126 condo units at 700 W. Grand – Building plans have been approved by Esgil, Planning and Fire. Grading plans have been approved by Utilities, Planning and Fire. A street vacation for right-of-way frontage along Grand Avenue is pending.
6. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) 392 residences – A 45-day public review period for the Draft EIR commenced on June 28, 2017, and was extended by one-week ending on August 18, 2017. Staff and the EIR consultant hosted an open house on July 31, 2017, to provide information related to the Draft EIR and accept written comments. The EIR consultant is currently drafting responses to the comments that were received. 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](#)
7. Ivy/Valley Parkway Mixed-Use Development (Developer: Abad Rahan Pars Inc./ Norm Wieme, Architect) 20 condo units at 113 N. Ivy - 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 is being readied for City Council approval.
8. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. – A new annexation survey of surrounding property owners was mailed out at the request of LAFCO. A neighborhood meeting hosted by staff and the project applicant occurred on

August 9, 2017. City staff is currently reviewing survey feedback from surrounding property owners to determine next steps with LAFCO. The applicant is reviewing drainage issues with the Engineering Division.

9. Aspire (106 condo units on Municipal Lot 1) and The Ivy (95 condo units at 343 E. 2nd) (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. A project kick-off meeting with the applicant and city staff occurred on July 13, 2017. On July 24, 2017, staff sent a letter to the applicant indicating the project application submittal was incomplete. Subsequent meetings with the applicant and staff have been on-going.

Building Division

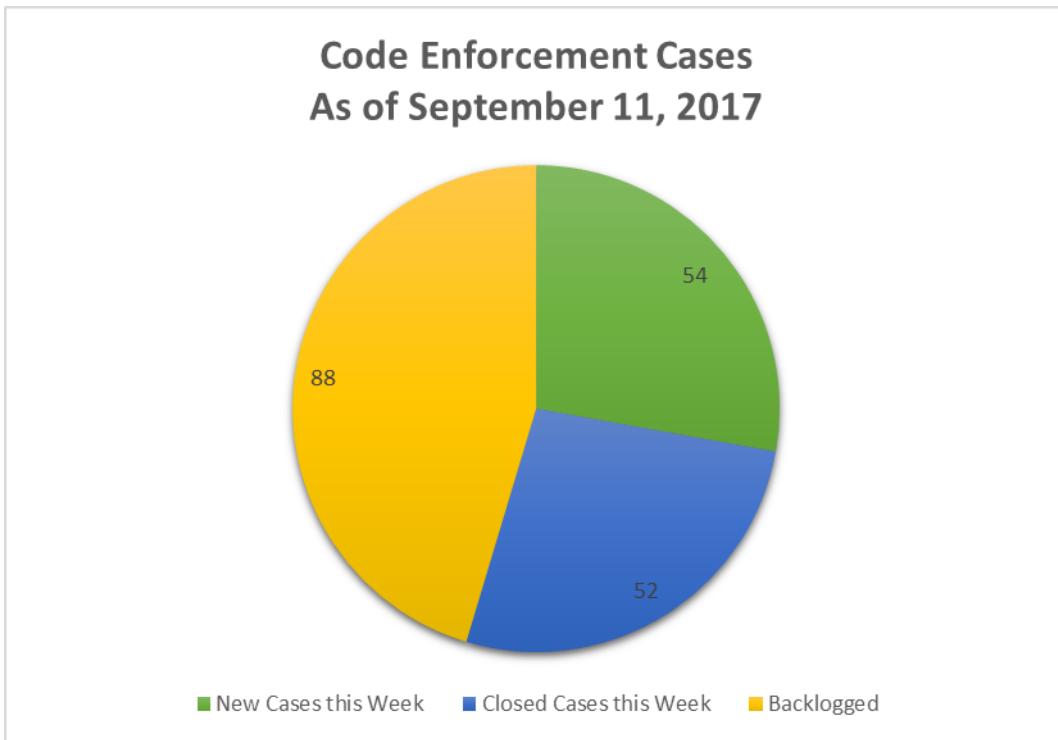


Building Permits Issued Last Week	Total Valuation
66	\$2,098,607

1. A total of 16 solar photovoltaic permits were issued for the week. The Building Division has issued 647 solar permits this year, to date, compared to 861 issued during the same time last year.
2. Our building inspectors responded to 131 inspection requests for the week.
3. Building has issued 155 single family dwelling permit this year and 224 multi-family units. This compares with 54 single family dwellings and 88 multi-family dwellings for the same time last year.
4. Projects nearing permit issuance are:
 - a. 917 W Lincoln, 3 new apartment buildings, 9 units.
 - b. 700 W Grand Ave Gateway project (former police building)
 - c. Storquest – four-story self-storage facility, 222 W. Mission Ave.

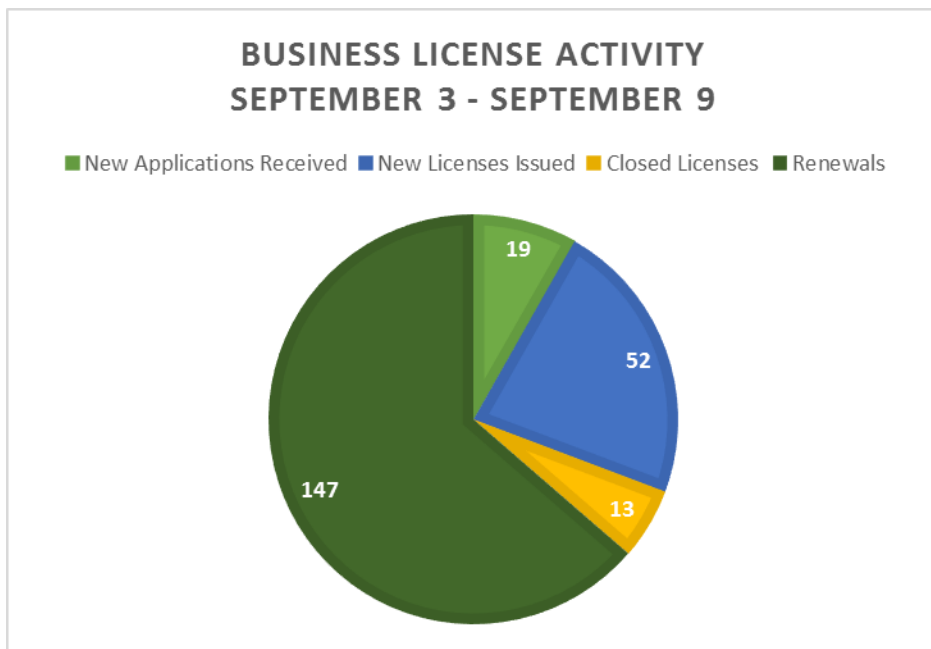
5. The construction of the City Plaza three-story mixed use building at 300 S. Escondido Blvd. continues with interior finish and cabinets in preparation for building completion the first part of 2018.
6. The Meadowbrook, three-story apartment building with underground garage at 2081 Garden Valley Glen is preparing the building for final inspection.
7. Escondido Disposal has received final inspection approval for the administration and recycling buildings and Phase II of their construction is set to begin next week.
8. The medical office building at 2125 Citracado Pkwy is now installing drywall and exterior lath.
9. The medical office building at 1951 Citracado Pkwy has received approval for roof sheathing and exterior lath. Exterior stucco is being applied. Plans have been approved for the tenant improvement portion of the project.
10. The Westminster Seminary at 1725 Bear Valley Pkwy is preparing for exterior shear wall and framing inspections.
11. The children's building for Emanuel Faith Church at 639 E 17th Ave has received inspection approval for the framing of the building. The Church of Resurrection at 1445 Conway has received inspection approval for roof sheathing.
12. The new Veterans Village project at 1540 S Escondido Blvd has received underground plumbing, partial foundation and masonry inspections for the residential buildings.
15. Demolition of the old Wagon Wheel restaurant and motel at 427 W. Mission Avenue is nearing completion.
16. Partial foundation inspections have been approved at 999 N. Broadway for the new supermarket shell building. Exterior masonry walls are now being constructed.
17. The Ford dealership at 1717 Auto Park Way has commenced on the second phase of construction which includes the interior remodel and new showroom addition.
18. Permits were issued for the last seven single-family homes in the Pradera development by Lennar Homes. This will complete that new residential community between Lehner Avenue and Stanley Avenue.
19. The Latitude II multi-family residential development at 650 N. Centre City Parkway has received underground plumbing inspection approval for Building 1.

Code Enforcement

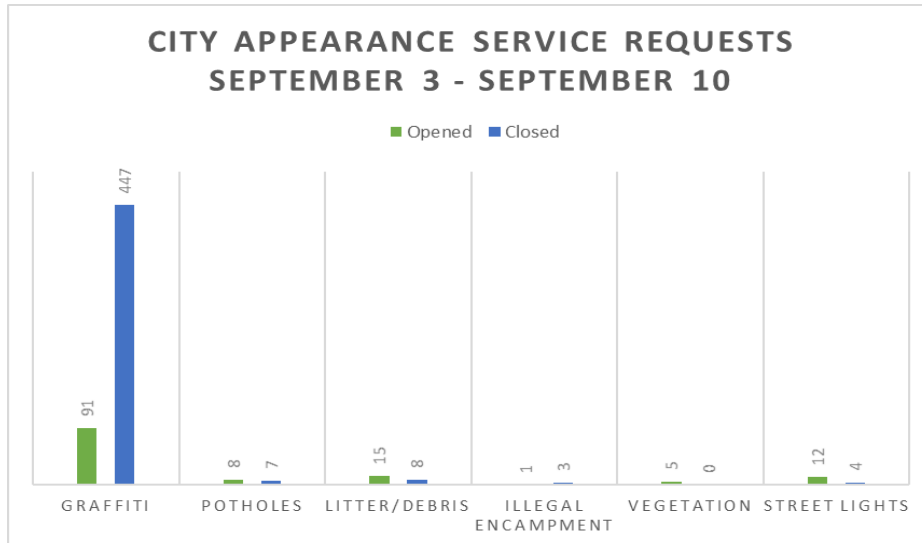
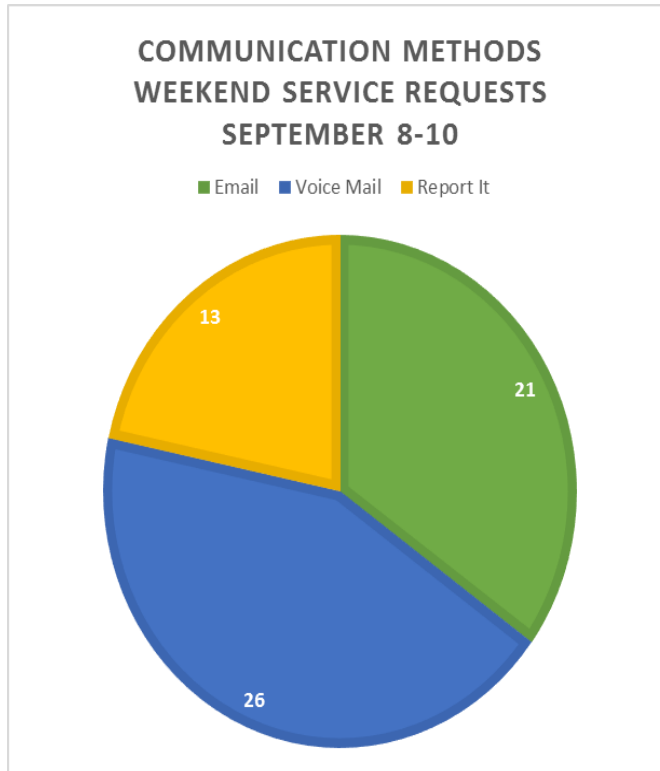


Total Open Code Cases	Illegal Signs Confiscated over the Previous Weekend
368	130

Business Licensing



Public Works Operations



Graffiti Restitution

Collected This Week	Collected Year to Date
\$35	\$6379.51

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 and was awarded by the City Council at the July 12, 2017 meeting. The signed contract was received on August 8, setting into motion the preconstruction meeting. Staff is developing a web site link which will provide information regarding project status and project contact information. The link is now available on the City's website.

Hamilton Lane Pavement Restoration

Engineering Services is working in cooperation with the Utilities Services to address a large section of roadway on Hamilton Lane between Bernardo Avenue and Orange Avenue. This roadway was resurfaced this past week, and the contractor has begun adjusting manholes and other infrastructure work.

Neighborhood Lighting Project

The contract has been reviewed and signed, a preconstruction meeting will now be scheduled. The scope of work for the project includes the installation of 44 new street poles along with the replacement of 22 existing street light fixtures with the latest L.E.D. fixtures in 5 neighborhood areas.

2017 Street Rehabilitation and Maintenance Project

The City received six bids for this project. Staff is currently reviewing submitted bids for compliance with contract requirements. Staff will be seeking City Council's authorization to award a contract to the lowest responsive and responsible bidder at the September 20, 2017 meeting. Staff anticipates project work to start in October.

Corrugated Metal Storm Drain Pipe Assessment Study

This project televises all City-maintained corrugated metal pipes (CMP) and assesses their condition to allow proactive and efficient pipe maintenance. To date approximately 20% of the CMP storm drains have been televised. A single lane of traffic has been closed along Midway Drive between Grand Avenue and Valley Parkway. During the video inspection of the storm drain system, a section of pipe line was found to have been damaged. The traffic lane will remain closed while the investigation continues.



Private Development

Pradera - Lennar Communities

No changes to report. Phase 7 homes are being released for occupancy this week.

Lexington Model Homes - KB Homes

Constructing of new sewer main and water main along Lehner Avenue between Ash Street and Vista Avenue is continuing this week.

Citron Project by William Lyon Homes

No changes from that reported last week: The project is idle at this time; the project is located 2516 S. Escondido Boulevard.

Tract 932 - Canyon Grove Shea Homes Community

Grading for concrete curb and gutter improvements along interior streets along with placing base asphalt pavement is being completed this week.

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

The construction of the onsite water main is continuing this week. The signal mast arm has been delivered for the Centre City Parkway/Washington Avenue signal modification. The installation of the pole and mast arm will occur this Wednesday during a night time operation.

Veterans Village

The project's onsite water improvement is continuing this week with work being performed in 13th Avenue.

Tract 877 – Bernardo Ave. by Ambient Communities

The onsite construction of the water services is being completed this week.

Palomar Medical Center

The parking lot opened on Monday, September 11, 2017, all on-street parking has been terminated with temporary signage and striping being removed this week. The NO PARKING signs will be reinstalled and go into effect on Wednesday September 13, 2017.

Victory Industrial Park

The grading operation has resumed with the importing of material. The project is located at 2005 Harmony Grove Road and is 5.4 acres in size.

Centerpoint Project

The offsite water line improvements are continuing this week. Three water main hot taps were performed on Tuesday of this week along Lincoln Avenue. The project is located at 999 Broadway.

Spring Hill Suites Hotel/ La Terraza Boulevard

The grading operation is continuing this week. Private storm drain is being constructed this week.

Centre City Parkway Shopping Center:

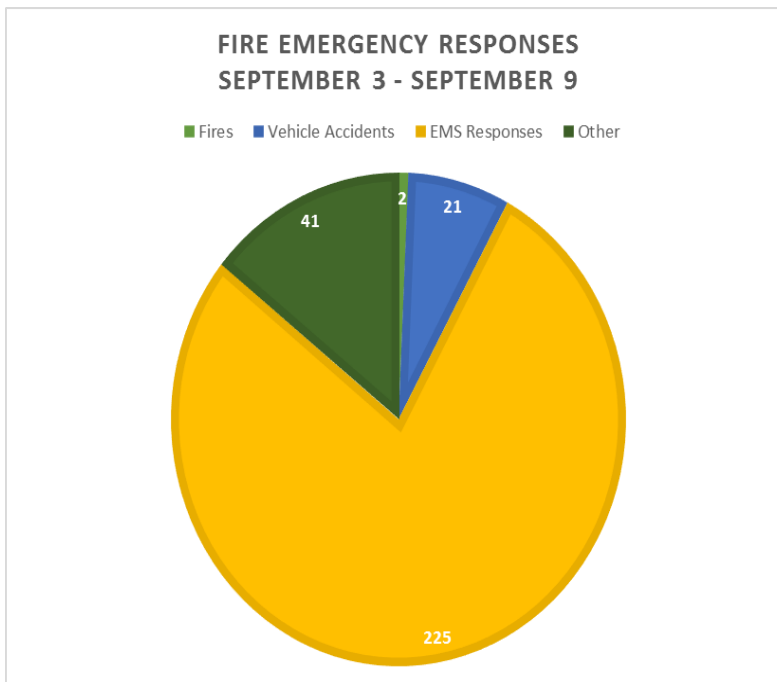
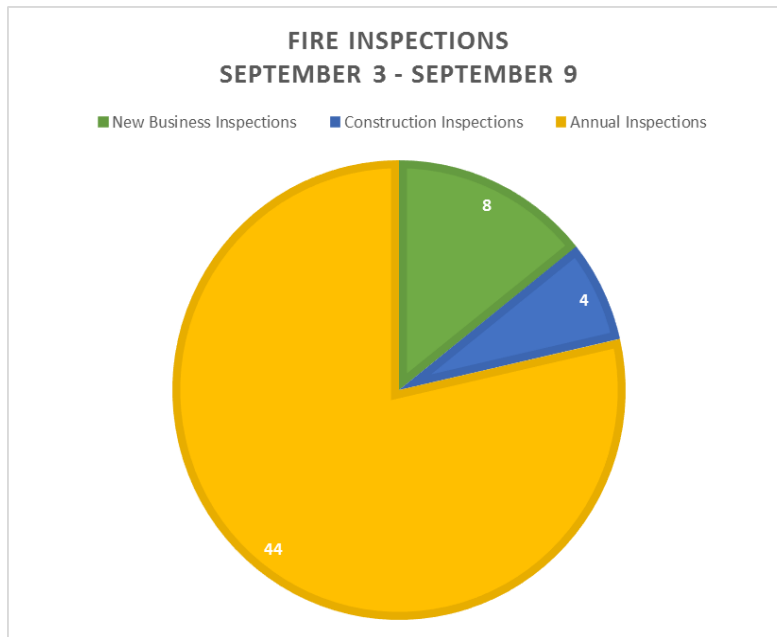
The project is idled at this time. The project is located at the corner of Mission Avenue and Centre City Parkway.

Escondido Disposal Facility:

The onsite construction of storm drain and water quality basins is proceeding this week.

FIRE

Inspections:



Total Emergency Responses (Year To Date)	11,462
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News:

- September is National Preparedness Month! This year's theme for Disaster Preparedness Month is: "Disasters Don't Plan Ahead. YOU CAN." Throughout the month of September, Jeff Murdock, Escondido Emergency/Disaster Preparedness Manager, will be sending out information to remind us all to prepare ourselves and our families in the event of an emergency
- Escondido Fire Department Firefighter/Paramedic David Jones was deployed this week to the 27,500-acre Pier Fire in the Sequoia National Forest (Near Springville). Firefighter Jones will be working in the Communications Section as a Radio Operator.
- Escondido Fire Department Engineers Dom Polito and Brad Bihun returned safely from their nine-day fire assignment in the Sierra National Forest.
- Escondido Fire Department Brush Engine 133, Battalion Chief Bertrand, and Captains Matthews and Hankins were demobilized on September 11th from the Railroad Fire in Madera County.
- In honor of 9/11, all Escondido Fire Department personnel will be wearing their 9/11 badge from September 1st through September 30th.
- On 9/6/17 at 17:00 hours, Fire Station flags were returned to full staff and badge shrouds removed. Thank you for your service Chief Helming, USFS.
- StachetoberFest 2017 is quickly approaching! The 2017 recipient is Dan Geary. Dan works for Cal Fire, Deer Springs and Monte Vista Fire. He was at work, had "the worst headache of his life," went to the hospital and found out he had a tumor. The tumor was removed, but found to be cancerous, stage 4. This year Stachetoberfest is going to be more "Make-a-Wish" style and we will be sending Dan to Europe with his girlfriend, Chelsea! Stachetoberfest is celebrating it's 10-year anniversary and will be held at Stone Brewery on October 4th at 5pm.

POLICE

INCIDENTS:

- On 9/3/17 at 16:37 hours, communications received a phone call of a person down to the rear of the Soapy Joe's car wash, 1330 E. Valley Pkwy. Upon arrival, medics and police found a male unconscious and in cardiac arrest. He was transported to Palomar Medical Center where he was pronounced deceased. An investigation by SDG&E showed that there was a live 220v line coming from a power panel that had been previously cut but was still energized. The male made contact with the line and the fence. Burns on his body were consistent with electrocution.
- On 9/3/17 at 15:33 hours, communications received a call of an arson fire at the construction site at the dead end of Vista Verde Way. The caller stated that he and his adult son had two juveniles detained. Based on the witness and suspect statements the two boys, ages 14 and 15, were lighting matches and igniting a stream of WD-40 onto the straw bales that were placed for erosion control. A patch of about 40 feet by 40 feet burned. The witnesses and the boys extinguished the blaze before high winds could

spread the fire into nearby avocado groves. Fire responded to ensure the fire was completely out. They boys were transported to the police station and then released to their parents.

- Between 11:00 hours on 9/2/17 to 13:00 hours on 9/4/17 unknown suspect(s) made entry through an upper window over the sink to the café at Hidden Valley Middle School. Once inside, suspect(s) stole several items and were not located.
- On 9/4/17 at 14:49 hours, Escondido Police units responded to a call of a male shooting a shotgun in his yard at 1980 Greenview Rd. Units staged a distance away, formulated a game plan, deployed the Bearcat and were able to contact the suspect via telephone. The suspect and three other occupants exited and were detained without incident. Officers recovered a 12-gauge shotgun at the scene. The shotgun had its serial number obliterated. One suspect was arrested.
- On 9/4/17 at 16:36 hours, Escondido Police and Escondido Fire responded to a tree on fire at 1740 S. Escondido Blvd. The fire was intentionally set by a white male who was described as having a pony tail and in his mid-60's. The fire was extinguished in a prompt manner and there was no damage to nearby buildings.
- On 9/5/17 at approximately 03:33 hours, officers were dispatched to the Lake Wohlford grade to check the area for a female that called police stating she drove off of the cliff and needed help. The female sounded to be in distress. Officers and dispatch did an outstanding job coordinating with one another and they located the female 25 min. into the search. The female was located about 400' down the ravine. It was determined that the area where the collision occurred was California Highway Patrol's jurisdiction. CHP took over the incident when they arrived on scene. Escondido Police assisted with traffic control and then cleared the scene.
- On 9/5/17 at approximately 04:38 hours, Officers responded to a radio call at 1580 S. Juniper St. #3 regarding a male subject that showed up covered in blood. The victim, a known West Side gang member, stated he was sleeping near the 7-11 at Escondido and Felicita and he was jumped by a group of unknown males. The victim was transported to Palomar Medical Center to be treated for his injuries. A crime scene was not located.
- On 9/5/17 at 05:24 hours, officers respond to an alarm at 205 W. Mission Ave. #T (ORIENTAL FOOD MARKET). Officers arrive on scene and observe that the front window was smashed. It was determined to be a valid burglary with unknown loss.
- On 9/5/17 at 14:09 hours, a victim on Quarry Glen reported that a male jumped into her rental vehicle after she left it running and sped off. With the assistance of a neighbor, they gave chase and the male abandoned the vehicle a short distance away, but took the victim's purse and fled. He ditched the purse in a nearby restaurant bathroom, but made off with cash and credit cards. The suspect was not located.
- On 9/6/17 at 23:26 hours, Police Communications broadcasted stolen vehicle information over the radio, which was supposed to be a white Chevy Colorado. An officer located the vehicle in the area of El Norte Pkwy. and Washington Ave., which

had been spray painted black/gray. Officers initiated a high risk vehicle stop and the female suspect was arrested without incident. She was in possession of shaved keys and more than 6 grams of methamphetamine. This female was associated with the theft of the City truck taken last week.

- On 9/7/17, at 00:24 hours, an officer responded to a call involving a subject who threatened to kill his 16-year-old brother, armed himself with a shotgun and fled the residence in a black Jeep Cherokee. The officer completed a report and remained in the area in the event the suspect returned. At 01:47 hours, a different officer observed the suspect vehicle returning to Escondido on I-15. Officers responded to the area and conducted a high risk vehicle stop at the Shell station on Del Lago. The suspect was placed under arrest without incident and a .410 shotgun was recovered from the vehicle.
- On 9/7/17 at 21:10 hours, several officers responded to 1432 Granger regarding a family fight involving a felony warrant subject. When officers attempted to arrest the suspect, he pulled an arm away and attempted to flee. A physical struggle ensued, and the suspect was arrested. As a result of the fight, one officer suffered scratches, bruising and a cut around his eye where the suspect attempted to injure him. Suspect was arrested for Felony Resisting and Possession of a Controlled Substance, along with the outstanding warrant.
- On 9/9/17 at 10:52 hours, Dispatch received a call for service at 3333 Bear Valley Pky, reference a traffic collision involving a motorcycle. Upon arrival, patrol units determined that it was a serious injury collision; the motorcycle rider later died as a result of his injuries. Traffic was notified and responded to the scene. The driver of the car was not arrested.

COPPS:

The EPD COPPS (Community Oriented Policing and Problem-Solving) Unit is dedicated to increasing the quality of life for the residents of Escondido through pro-active responses to crime trends and community issues. Addressing crime and public nuisance in Grape Day Park is one project the Unit has been tasked with, along with patrolling the Downtown Business District and surrounding areas.

This week:

- 4 arrests were made
- 36 citations were issued
- Continued Hepatitis A inoculations with County Health Nurse
- 9 citations issued for camping at City Hall on Labor Day
- Homeless Outreach made contact with 6 individuals for assistance

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