



APRIL 18, 2018
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

**April 18, 2018
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: Earth Day - April 22, 2018

PRESENTATIONS: Earth Day Poster Contest Awards

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: None Scheduled**

4. **AMENDMENT TO EXTEND THE PROPOSITION IE GRANT AGREEMENT FOR THE LAKE WOHLFORD DAM REPLACEMENT PROJECT -**

Request the City Council approve amending Proposition IE Grant Agreement (Agreement No. 4600009575) for the Lake Wohlford Dam Replacement Project. The primary impact of the amendment is extension of the agreement to July 29, 2022.

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

RESOLUTION NO. 2018-42

5. **CONTRACT CHANGE ORDER FOR 2017 STREET REHABILITATION AND MAINTENANCE PROJECT AND BUDGET ADJUSTMENT TO ACCEPT CAL RECYCLE GRANT FUNDS -**

Request the City Council approve a contract change order with Eagle Paving, Inc. in the amount of \$44,259.35 to complete additional work and approve a budget adjustment to receive up to \$350,000 from Cal Recycle for the 2017 Street Rehabilitation and Maintenance Project.

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

RESOLUTION NO. 2018-44

6. **EXTENSION OF TIME FOR A TENTATIVE SUBDIVISION MAP AND MASTER AND PRECISE DEVELOPMENT PLAN FOR 65 SINGLE FAMILY RESIDENTIAL LOTS - OAK CREEK DEVELOPMENT LOCATED ON THE SOUTHWEST CORNER OF HAMILTON LANE AND MILLER AVENUE (SUB 13-0002, PHG 13-0017, ENV 13-0006, AND SUB 17-0038) -**

Request the City Council approve a three-year extension of time for a 65-lot single family residential planned development (APNs 238-370-01, 04, 05, 06, 07, 08, and 238-380-01).

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

RESOLUTION NO. 2018-46

7. **AUTHORIZING A PARTNERSHIP WITH THE COUNTY OF SAN DIEGO'S LIVE WELL SAN DIEGO PROGRAM -**

Request the City Council approve authorizing the City of Escondido's participation in San Diego County's Live Well San Diego Program.

Staff Recommendation: **Approval (Communications & Community Services Department: Joanna Axelrod)**

RESOLUTION NO. 2018-47

8. CONSULTING AGREEMENT FOR EXPEDITED PLAN REVIEW SERVICES FOR THE VILLAGES PROJECT AND BUDGET ADJUSTMENT -

Request the City Council approve authorizing the Mayor and City Clerk to enter into a Consulting Agreement with Cvaldo Corporation in the amount of \$157,128 to assist with expedited final engineering review of The Villages Project and approve a budget adjustment to accept developer funding.

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

RESOLUTION NO. 2018-53

9. DESIGNATION OF ENFORCEMENT AUTHORITY FOR THE ESCONDIDO CAMPAIGN CONTROL ORDINANCE -

Request the City Council approve designating Gary W. Schons, Esq. and the law firm of Best, Best & Krieger, LLP as the enforcement authority for the Escondido Campaign Control Ordinance for the 2018 Municipal Election, as required by Escondido Municipal Code Section 2-110.5(c).

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

RESOLUTION NO. 2018-59

10. AUTHORIZATION OF A PUBLIC SERVICES AGREEMENT WITH TRITON TECHNOLOGY FOR EQUIPMENT UPGRADES IN THE COUNCIL CHAMBERS MASTER CONTROL ROOM -

Request the City Council approve authorizing the Mayor and City Clerk to execute a Public Services Agreement with Triton Technology Solutions Inc. in the amount of \$175,866.63, for the final phase upgrade to the Council Chambers Master Control Room.

Staff Recommendation: **Approval (Communications & Community Services Department: Joanna Axelrod)**

RESOLUTION NO. 2018-60

11. AMENDMENTS TO THE ESCONDIDO MUNICIPAL CODE'S CAMPAIGN CONTROL ORDINANCE

Request the City Council approve amending Chapter 2, Article 7 of the Escondido Municipal Code in order to modernize and simplify the City's Campaign Control Ordinance and revise the campaign contribution limit.

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

ORDINANCE NO. 2018-09 (First Reading and Introduction)

12. CONTINUING EMERGENCY AND NEED TO REPAIR FIVE SECTIONS OF ESCONDIDO SEWER PIPELINE: HALE AVENUE UNDERPASS OF I-15, KIA DEALERSHIP PARKING LOT, SOUTH HALE AVENUE, CASA GRANDE MOBILE ESTATES, AND GREEN TREE MOBILE HOME ESTATES

Request the City Council approve declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

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

RESOLUTION NO. 2018-65

13. CONTINUING EMERGENCY REPAIR OF A HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PIPELINE FOR THE CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO -

Request the City Council approve declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue emergency repairs of a damaged hot water pipeline that is preventing the use of the California Center for the Arts, Escondido HVAC system. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: **Approval (City Manager's Office: Jay Petrek)**

RESOLUTION NO. 2018-66

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

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

14. ANNUAL CODE CLEAN UP AND AMENDMENTS TO THE MUNICIPAL AND ZONING CODES (AZ 16-0008) -

Approved on April 4, 2018 with a vote of 4/1, Morasco voting no

ORDINANCE NO. 2018-07R (Second Reading and Adoption)

CURRENT BUSINESS

15. ADOPTION OF ORDINANCE AMENDING THE CALPERS CONTRACT -

Request the City Council approve authorizing an amendment to the contract between the City of Escondido and the Board of Administration of the California Public Employees' Retirement System (CalPERS) to provide employees sharing an additional cost of one percent for the Escondido Police Officers' Association/Safety Unit (POA) and Firefighters' Association (FFA) Bargaining Unit CalPERS Classic members, Government Code Section 20516.

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

ORDINANCE NO. 2018-06 (Second Reading and Adoption)

FUTURE AGENDA

16. 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
April 25	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
May 2	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
May 9	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
May 16	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers

TO ADDRESS THE COUNCIL

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

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

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

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

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

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

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

LIVE BROADCAST

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



AFFIDAVITS

OF

ITEM

POSTING



Consent Item No. 2

April 18, 2018

APPROVAL

OF

WARRANT REGISTER



Consent Item No. 3

April 18, 2018

APPROVAL

OF

MINUTES

CITY COUNCIL STAFF REPORT

Consent Item No. 4

April 18, 2018

File No. 0480-70

SUBJECT: Amendment to Extend the Proposition IE Grant Agreement for the Lake Wohlford Dam Replacement Project

DEPARTMENT: Utilities Department, Construction and Engineering Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-42, amending the Proposition IE Grant Agreement (Agreement No. 4600009575) for the Lake Wohlford Dam Replacement Project. The primary impact of the amendment is extension of the agreement to July 29, 2022.

FISCAL ANALYSIS:

The Proposition 1E, Round 1 Stormwater Flood Management Grant from the State Department of Water Resources (DWR) will provide matching funds up to \$14,900,000 for construction of the Lake Wohlford Dam Replacement Project (CIP #704912).

PREVIOUS ACTION:

On February 16, 2011, the City Council adopted Resolution No. 2011-30, authorizing the Director of Utilities to submit a Proposition IE Integrated Regional Water Management Stormwater Flood Management Grant Application.

The DWR finalized the Prop 1E Grant Agreement with the City of Escondido in June of 2013.

BACKGROUND:

The term of the Prop 1E Grant is set to expire on May 1, 2018, "or when all of the Parties' obligations under the Grant Agreement are fully satisfied, whichever occurs earlier."

Two agencies, the California Division of Safety of Dams and the Federal Energy Regulatory Commission (FERC), as well as a Board of Consultants, had oversight of the City's design of the replacement dam. As the design progressed, these groups required additional analysis and design changes that delayed the design process. These changes included:

- static, 2D-gravity analysis; stability, deformation, and stress analysis; 3D-finite element analysis; developing a Temporary Construction Emergency Action Plan; and developing a Quality Control Inspection Program;

Amendment to Extend the Proposition IE Grant Agreement for the Lake Wohlford Dam Replacement Project

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- bedrock borings; geotechnical trenching at the base of the proposed dam; shallow depth geotechnical borings;
- a Potential Failure Mode Analysis (PFMA) and a PFMA Workshop
- unanticipated FERC design reviews,

As design delays mounted, staff decided to separate the Oakvale Road realignment and Wohlford Dam replacement into separate design packages in the hope that phasing the projects would save time and money.

Further project delays have been encountered during the environmental approval process. These delays include additional habitat surveys for endangered species, including California Gnatcatcher, Least Bell's Vireo, and Southern Willow Flycatcher.

Presently, staff are engaged with the California Department of Fish and Wildlife (CDFW) regarding the Wohlford Dam Replacement's Final Environmental Impact Report (EIR). City staff and the environmental consultant are working with CDFW staff to develop reasonable habitat mitigation alternatives.

On February 27, 2018, Utilities staff sent a request to the DWR to extend the grant agreement through July 2, 2024, since the City will not complete dam construction prior to the original termination date (May 1, 2018).

The DWR has agreed to the following amendments to the City's Proposition IE Grant Agreement (see Staff Report - Attachment A – Redlined Proposition IE Agreement 4600009575 Work Plan and Budget):

1. Extending the termination date of the Agreement to July 29, 2022;
2. Amending Exhibit "A" of the Agreement to reflect the new scopes of work for the Oakvale Realignment and Wohlford Dam Replacement Projects;
3. Amending Exhibit "B" of the Agreement to reflect the schedule for completion of the Oakvale Realignment and Wohlford Dam Replacement Projects;
4. Amending Exhibit "C" of the Agreement to reflect the new budget for the Oakvale Realignment and Wohlford Dam Replacement Projects, specifically noting changes to the City's funding match amount which will be increased from \$15,798,100 to \$26,142,600.

The increase in the City's funding match requirement to receive grant funding will have no material impact on the City. The funds expended by the City to construct the dam, not including the grant funding via Proposition 1E, will be well in excess of the requirement matching amount.

Amendment to Extend the Proposition IE Grant Agreement for the Lake Wohlford Dam Replacement Project

April 18, 2018

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Staff recommend that the City Council authorize the Director of Utilities to execute on behalf of the City, an amendment to the Proposition 1E, Round 1 Stormwater Flood Management Grant Agreement (Agreement No. 4600009575) in a form approved by the City Attorney, and substantially similar to Exhibit "A" to Resolution No. 2018-42, to include a new grant termination date of July 29, 2022. City Council authorization will allow prompt execution by the Director and subsequent execution by the DWR before May 1, 2018.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Director of Utilities

4/12/2018 10:33 p.m.

ATTACHMENTS:

1. Attachment A – Redlined Proposition IE Agreement 4600009575 Work Plan and Budget
2. Resolution No. 2018-42
3. Resolution No. 2018-42 – Exhibit A – Agreement 4600009575

ATTACHMENT A

EXHIBIT A

WORK PLAN

Project Description

In 2004, the Federal Energy Regulatory Commission (FERC) directed the City of Escondido to complete an evaluation of the potential for liquefaction-induced failure to occur at Lake Wohlford Dam. The geotechnical study conducted for the City of Escondido found that a liquefaction-induced mudflow slide of the upstream slope of the dam would likely occur as a result of the design earthquake loading. As a result, in 2007, FERC began requiring the City of Escondido to maintain Lake Wohlford at least 20 feet below the spillway crest level for dam safety purposes, which results in ~~43~~57% reduction of its 6,500 AF capacity (2,800 AF).

Following FERC's determination, the City of Escondido began pursuing alternatives to retrofit Lake Wohlford Dam in order to restore the lake to its full design capacity. An Environmental Opinion prepared in 2008 determined that the least environmentally damaging way to address potential environmental impacts associated with mitigating the liquefaction potential from Lake Wohlford Dam would be to construct a new roller compacted concrete (RCC) dam downstream of the existing dam.

Therefore, the *Lake Wohlford Dam Replacement Project* will assist with construction and implementation of a RCC dam to replace the existing Lake Wohlford Dam structure. The dam proposed to replace the existing Lake Wohlford Dam would contain five major components: dam structure, spillway, outlet works, road realignment, and dam access. Specifically, the proposed project would involve construction of a new dam immediately downstream of the existing dam. The top portion of the existing dam would be removed and the material disposed. A new spillway would be cut through the north abutment of the new dam. A temporary access road may need to be constructed from Oakvale Road east to Guejito Road for use by local residents/businesses and fire trucks.

Tasks

The following sections outline the specific activities that will be performed to implement the *Lake Wohlford Dam Replacement Project*.

Row (a) Direct Project Administration

Task 1 – Project Administration

Project administration will involve coordination meetings with staff, project partners, and consultants as necessary. Deliverables that will be produced from these project administration efforts include updated budgets, schedules, and change orders.

Task 2 – Labor Compliance Program

This task includes the work necessary to establish and adopt a Labor Compliance Program (LCP) in accordance with CCR §16421-16439. This LCP will be approved by the California Department of Industrial Relations, and details of the LCP will be included within the *Lake Wohlford Dam Replacement Project's* quarterly reports.

The City of Escondido will implement the LCP within the Construction Administration task (see Task 11); therefore, no budget is included here.

Task 3 – Reporting

Reporting will include three components as listed below and be performed by staff members from the City of Escondido under the Project Administration task (see Task 1). The Project Monitoring Plan and quarterly reports will be generated by the Utilities Construction Manager, approved by the Deputy Director of Utilities Construction and Engineering, and sent and filed by the Department Assistant. Quarterly invoices will be generated by Utilities Analyst and the Management Analyst II, and approved by the Construction Manager and Deputy Director. The Project Completion Report will be generated by the Utilities Construction Manager and Deputy Director, and sent and filed by the Department Assistant.

Project Administration Deliverables
Project Monitoring Plan
Quarterly Reports and Invoices
Project Completion Report

Row

Land Purchase Easement

(b)

A land purchase easement is not applicable to this project.

Row (c) Planning/Design/Engineering/Environmental Documentation

Task 4 – Assessment and Evaluation

All technical documents, data, and studies ~~have been~~**have been** completed for the *Lake Wohlford Dam Replacement Project*. Two main studies used to evaluate the dam replacement alternatives are:

- The *Lake Wohlford Dam Replacement Geotechnical Data* report presents details of a subsurface exploration program that was performed as a part of an evaluation of alternatives to replace the existing Lake Wohlford Dam.
- The *Evaluation of Alternatives for Replacement of Lake Wohlford Dam* report w presents the results of an evaluation to identify a preferred dam type to replace the existing Lake Wohlford Dam. Reviews of the results by the selected consultant of the final design documents for the dam determined that an RCC dam was constructible.

Assessment and Evaluation Deliverables
Evaluation of Alternatives for Replacement of Lake Wohlford Dam
Lake Wohlford Dam Replacement Geotechnical Data Report

Task 5 – Final Design

As discussed below, final design for this project will include 30%, 60%, 90%, and 100% designs.

30% design efforts will include preliminary siting of project components, including the replacement dam, spillway, outlet tunnel, and other factors of major consideration. The 30% design will also include location of suitable onsite or nearby excavated materials for use in construction of the replacement dam. The 30% design will utilize previously performed geological investigations and reports as well as all additional geological investigations, draft reports and recommendations.

60% design will be considered advanced design that will include preliminary details and sections of the proposed project. This design will define actions and activities associated with abutment and foundation tie-ins, spillway and piping, and all required demolition. The 60% design will include all final geological recommendations. The 60% design will include draft technical specifications, bid schedule and preliminary construction cost estimates. A 3-D finite element analysis will also be performed on the proposed dam layout to determine the stress on the dam during the maximum credible earthquake.

90% design will include a complete set of construction plans and technical specifications, bid schedule, and final construction cost estimates. This design will be available for review and quality assurance and quality control (QA/QC).

100% final design will include preparation of a final design package that is ready to advertise. The final design package will be signed and sealed by the design engineer of record-relevant City of Escondido staff.

Design Submittals
100% Design – Bid Package

Task 6 – Environmental Documentation

The project will need to comply with federal (National Environmental Policy Act – NEPA) and state (California Environmental Quality Act – CEQA) environmental laws, regulations, and guidelines because of the potential for significant adverse impacts to wetlands, waters of the United States, and waters of the State. This project will require preparation of a joint CEQA/NEPA document, which is assumed to be an Environmental Impact Report/Environmental Assessment (EIR/EA). The City will prepare a draft Environmental Impact Report (EIR) and release it for a 45-day public review. Public comments will be addressed and a final EIR will be prepared. The Army Corps of Engineers, as lead agency under NEPA, will rely on the EIR to prepare an Environmental Assessment for NEPA compliance as part of their permitting process.

Environmental Documentation Deliverables
Lake Wohlford Dam Environmental Opinion
Lake Wohlford Dam Replacement Project EIR/EA

Task 7 – Permitting

The City of Escondido would likely need multiple permits to complete the *Lake Wohlford Dam Replacement Project*, therefore the following is a list of all of the regulations and agencies that may require permits for completion of the project.

- Section 404 of the Federal Clean Water Act (CWA) and Section 10 of the Rivers and Harbor Act from the United States Army Corps of Engineers (USACE);
- Section 106 of the National Historic Preservation Act from the State Historic Preservation Office;
- Sections 7 and 10 of the Federal Endangered Species Act from the U.S. Fish and Wildlife Service and the National Oceanic and Atmospheric Administration's National Marine Fisheries Service;
- Section 1602 of the California Fish and Game Code and the Endangered Species Act (ESA) from the California Department of Fish and ~~Game~~Wildlife (CDFW); and
- Sections 401 and 402 of the CWA from the Regional Water Quality Control Board (RWQCB).

The aforementioned list provides the potential regulatory requirements of the *Lake Wohlford Dam Replacement Project*; however, the full scope of required permitting will be determined upon completion of design and preliminary environmental analyses.

Permitting Deliverables
Section 401 Water Quality Certification
Section 404 Authorization Permit
Section 402 Waste Discharge Requirement
Section 1602 Permit from California Department of Fish and Game <u>Wildlife</u>
Other Permits (as necessary)

Row (d) Construction / Implementation

Task 8 – Construction / Implementation Contracting

Tasks associated with construction contracting ~~include advertising the project for public bids, evaluating contractor bids, and preparing all documents required to award the project to a contractor.~~ It is anticipated that this work will be completed by City of Escondido staff. ~~Therefore, the timeline, tasks, and budget associated with this task are contained within Task 11, Construction Administration.~~

Task 9 – Construction / Implementation

Materials and/or Design Standards

~~Various alternatives were investigated and evaluated to either stabilize or replace the existing Lake Wohlford Dam. The analysis evaluated alternatives on both the upstream as well as the downstream sides of the Lake Wohlford Dam. This *The Evaluation of Alternatives for Replacement of Lake Wohlford Dam Study* evaluation found that the most viable alternatives were for a replacement dam downstream of the existing dam. The replacement dam will be constructed to meet all current codes and regulations including those of DWR's Division of Safety of Dams (DSOD).~~

The alternatives evaluation specifically evaluated the potential for a roller compacted concrete dam (RCC dam) or a rock fill dam to replace the existing Lake Wohlford Dam. A ~~preliminary~~ geological investigation, which included ~~a seismicity study and three borings each over 100 feet in depth~~ geological mapping, subsurface explorations, downhole geophysical surveys, in-situ hydraulic conductivity testing, piezometer data, seismic refraction surveys, laboratory testing, and test pits, was performed to support the alternatives analysis (see *Lake Wohlford Dam Replacement Geotechnical Data Report*). Subsequent reviews of the geological data by the consultant doing the dam final design indicates that an RCC dam may be feasible and DSOD views RCC dams the preferred dam type over earth fill providing a better quality long term facility. Based on this information, RCC was selected as the dam type.

An RCC mix design program was also developed for the project. Different mix design components of aggregates, water, cement, admixtures, sand and fly ash were tested to determine the best mix design for the project. This program and final mix design were reviewed and approved by DSOD. The information obtained from the mix design program was used to develop the final RCC design specification that will be used to bid the dam construction.

~~As described previously, design has not been completed for this project. Further materials and design standards will be evaluated and determined within future design efforts (refer to Task 5).~~

Construction Tasks

Task 9.1 Road Realignment

A portion of Oakvale Road will need to be relocated as its current alignment interferes with the proposed left dam abutment. The road realignment will require significant grading to push the canyon slope away from the dam abutment. The realigned portion of Oakvale Road shall match the road width to the existing roadway with a minimum drivable pavement width of 24 feet plus shoulders in accordance with the San Diego County Public Road Standards and will include any necessary drainage system. In addition, the County of San Diego has requested that a 10-foot no-motorized lane be provided along the north edge of the roadway. The estimated realignment length is approximately 1,000 feet.

Task 9.2 Mobilization and Site Preparation

The initial phase of construction will include mobilization, staging area setup, clearing, grubbing, grading and foundation excavation ~~and road realignment~~. The new dam will be constructed just downstream of the existing dam as such a large area of trees and other vegetation will may be cleared for both the ultimate new dam site as well as the required staging area. Where possible, high value vegetation will be protected in place within staging areas. Preparation of the dam foundation is critical to the quality of the facility. Excavation of the foundation will result in significant volumes of removed material in order to reach acceptable foundation level which must be approved by the design geologist and DSOD. It is estimated that the foundation excavation may require depths of up to 40 to 60 feet to reach competent material with a width of approximately ~~8200~~ feet. Foundation grouting may be required to fill imperfections in the basement rock including cracks to reduce the potential for seepage below the foundation.

Task 9.3 Dam Access

An all-weather drivable access for maintenance vehicles will be constructed from Oakvale Road to reach the toe of the dam, minimum of 12 feet wide and approximately 550 feet in length. Another access drive shall be constructed from Oakvale Road to reach the crest of the dam, minimum of approximately 40 feet wide and approximately 280 feet in length. These approach drives will be constructed of either asphaltic or concrete pavement. A bridging structure will also be included on the dam crest to enable access across the spillway located generally near the center of the dam. These access drives will accommodate the daily inspections performed of the operating dam including seepage monitoring and periodic movement surveys.

A construction access roadway will also be built along the north shoreline from the existing lake marina to the crest of the proposed new dam along the right abutment. This roadway will be approximately 20 feet wide and approximately 2,785 feet in length. It may be constructed of aggregate base material. Storm drains will be provided a ravine crossing so not to impact the existing drainage ways. Once dam construction is completed, this roadway will be blocked to general public. This roadway will be available to the City as needed.

Project Construction

Task 9.4 Dam Construction

RCC Trial Placement

Prior to start of the RCC dam construction, the contractor will be required to construct a RCC trial placement dam section. This trial placement will be used to confirm the contractor's ability to perform the following: 1) proper foundation surface preparation, and 2) using proposed equipment and methods to place the RCC in accordance with the contract documents. The RCC trial placement will be approximately 125 feet long by 75 feet wide by 7 feet tall.

Dam

Construction of the RCC dam requires near continuous placement of a lean concrete mixture. The concrete will be prepared at an onsite, or near site, batch plant which will truck or conveyor the material to the dam for placement where it is roller compacted. The RCC dam will have a vertical or near vertical upstream face with a 0.8H:1V downstream face. The crest of the dam will be approximately ~~6060~~ feet in length ~~at an~~ with a dam crest elevation of 1,490'± and a spillway elevation of 1,480'. The new dam will also include a dam adit and gallery. The gallery will be approximately 8 feet wide by 9 feet high and 323 feet long. The gallery will allow for visual inspection of the dam and foundation drains from inside the dam. The new dam shall be constructed to a height which will provide for a maximum water surface elevation equal to the existing

dam. Dam maintenance and security facilities will be constructed and installed including access drive, monitoring equipment for movement and seepage, fencing and surveillance equipment. Foundation piezometers, inclinometers, and an accelerometer will be installed in the dam and along the foundation.

Task 9.5 Spillway

The spillway of an RCC dam is constructed integral to the dam as it rises. The spillway crest will have an elevation of 1,480'±. The spillway will be designed to pass a flow of approximately 8,2657,000 cfs, with an estimated width of approximately 890 feet and depth of approximately 87 feet. The spillway will terminate in a stilling pond at the base of the dam to dissipate the waters energy before reaching the existing natural stream bed.

Task 9.6 Outlet Works

New

The new outlet tower will be constructed on the upstream face of the new dam. This type of outlet tower is a concrete shaft structurally integrated into the dam. The tower shall have ~~three (3) to five (5)~~four (4) automated gates at various elevations that can be operated from the Water Treatment Plant depending on need or water quality. The multiple gates provide the ability to draw water from different levels within the contained lake; the gate shall also include fish screens to prevent fish from entering the tower and pipe system. During times of drought or other low water events the upper port(s) may become exposed as the water surface drops. The outlet piping will be placed through the foundation as the concrete reaches the appropriate elevation. The concrete placement continues until the design elevation is achieved. Following the construction of the dam itself, the new outlet piping will be connected to the existing 5448 inch downstream piping and the new emergency release valve ~~and facility will be installed.~~

Existing

Activation of the new outlet works will require removal of the top portion of the existing dam as well as notching through the existing dam to ~~the original lake bottom~~an approximate elevation of 1,420' in order to flood the area between the old and new dams.

The notch must be stabilized so there is no future movement of the old structures. ~~Lake bottom build ups will need to be removed to enable access to the lower ports in the outlet tower.~~ The existing outlet tower and piping will be abandoned in place (filled with concrete) or removed in a manner that will provide optimal facility security and public safety. The existing outlet tunnel through the existing dam will be filled with concrete for safety reasons.

Road Realignment

~~A portion of Oakvale Road will need to be relocated as its current alignment interferes with the proposed left dam abutment. The road realignment will require significant grading to push the canyon slope away from the dam abutment. The realigned portion of Oakvale Road shall match the road width to the existing roadway with a minimum drivable pavement width of 24 feet plus shoulders in accordance with the San Diego County Public Road Standards and will include any necessary drainage system. The estimated realignment length is between 600 to 900 feet dependent upon the final placement of the dam.~~

Dam Access

~~An all-weather drivable access for maintenance vehicles will be constructed from Oakvale Road to reach the toe of the dam, minimum of 12 feet wide and 450 to 600 feet in length. Another access drive shall be constructed from Oakvale Road to reach the crest of the dam, minimum of 12 feet wide and 50 to 100 feet in length. These approach drives will be constructed of either asphaltic or concrete pavement. A bridging structure will also be included on the dam crest to enable access across the spillway located generally near the center of the dam. These access drives will accommodate the daily inspections performed of the operating dam including seepage monitoring and periodic movement surveys.~~

Performance Testing and Demobilization

~~All monitoring and outlet facilities will be tested for operation including water conveyance of the piping to the approval of DSOD. All required environmental restoration and mitigation will be completed following demobilization of the batch plant~~

~~and staging area. All remaining construction equipment shall be removed as well as excess construction materials. Any remaining stockpiles from the foundation excavation shall be truck to a proper disposal site. (see task 10).~~

Implementation Deliverables
Dam Construction— Upstream Dam Shell, Downstream Dam Shell, Dam Embankment, Crest, Spillway, Outlet Piping, Emergency Release Valve, and Curtain Statement of construction completion by a registered engineer

Row (e) Environmental Compliance / Mitigation / Enhancement

Task 10 – Environmental Compliance / Mitigation / Enhancement

~~The Lake Wohlford Dam Replacement Project would potentially require mitigation for biological resources, cultural resources, water quality, land use, and traffic. The specific mitigation that would be required would be determined after completion of the EIR/EA (refer to task 6).~~

~~Environmental compliance / mitigation / enhancement has not yet begun for the proposed project. It is anticipated that work for this task would last for one year, and would occur from August 2016 to August 2017. The main deliverable that will be produced for this task includes a Final Mitigation and Monitoring Report, which summarizes all mitigation required in the EIR/EA.~~

Environmental Compliance / Mitigation / Enhancement Documentation
Final Mitigation Monitoring Report

Row (fe) Construction Administration

Task 101 – Construction Administration

This task involves administration, coordination, and review of the construction contract and all other related construction tasks ~~as well as reviews of the design documents prior to construction~~. This task will require labor from City of Escondido staff members and consultant construction managers and inspectors to oversee construction, ~~testing, mitigation,~~ and other aspects of the project.

Labor Category
Construction Management

Row (fg) Other Costs

Other costs associated with the *Lake Wohlford Dam Replacement Project* include establishment of a Board of Consultants, as required by FERC. The Board of Consultants shall oversee the analysis, design, construction, and any potential problems that might arise during the design and construction of the Lake Wohlford Dam replacement structures. The Board of Consultants shall be comprised of at least three members with expertise in the following areas: geotechnical engineering, engineering geologist, and hydraulic structures.

The City of Escondido will solicit and bring under contract the Board of Consultants, invite review and comment on all design submittals, and monitor construction procedures and progress. Formal meetings of the Board of Consultants will be convened at important milestones.

Row (h) Construction Contingency

~~A Construction Contingency for the Lake Wohlford Dam Replacement Project is included within the budget to cover unforeseen overruns.~~

EXHIBIT B
SCHEDULE

Lake Wohlford Dam Replacement Project

ID	Task Name	Duration	Start	Finish	2009	2010	2011	2012	2013	2014	2015	2016	2017
1	LAKE WOHLFORD DAM REPLACEMENT PROJECT	2220 days?	Mon 6/1/09	Fri 12/11/17	1	2	3	4	1	2	3	4	1
2	Task 1: Project Administration	1598 days	Wed 11/2/11	Fri 12/11/17									
3	Task 2: Labor Compliance Program	1328 days	Wed 8/1/12	Fri 9/1/17									
4	Task 3: Reporting	1328 days	Wed 8/1/12	Fri 9/1/17									
5	Task 4: Assessment and Evaluation	283 days	Mon 6/1/09	Wed 6/30/10									
6	Task 5: Final Design	753 days	Wed 11/2/11	Fri 9/19/14									
7	Task 6: Environmental Documentation	676 days	Tue 10/16/12	Tue 5/19/15									
8	Task 7: Permitting	229 days	Tue 8/5/14	Fri 6/19/15									
9	Task 8: Construction Contracting	122 days?	Fri 6/19/15	Mon 12/7/15									
10	Task 9: Construction	323 days?	Mon 12/7/15	Wed 3/1/17									
11	Task 10: Environmental Compliance	283 days?	Wed 8/3/16	Fri 9/1/17									
12	Task 11: Construction Administration	1328 days	Wed 8/1/12	Fri 9/1/17									

Project: WOLFORD DAM REPLACE
Date: Fri 1/25/13

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

**EXHIBIT C
BUDGET**

Table 6 – Project Budget						
Budget Category		Non-State Share (Funding Match)	Requested Grant Funding	Other State Funds Being Used Cost Share	Total	% Funding Match
(a)	Direct Project Administration Costs	\$400,000	\$0	\$0	\$400,000	100%
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0	N/A
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$2,249,749,050	\$1,750,250,950	\$0	\$54,000,000	5556%
(d)	Construction	\$9,000,000 21,943,550	\$10,000,000 12,599,050 0	\$0 10,217,400 0	\$19,000,000 44,760,000 0	4947%
(e)	Environmental Compliance/ Mitigation/ Enhancement	\$1,000,000	\$1,000,000	\$0	\$2,000,000	50%
(fe)	Construction Administration	\$1,899,050 1,000,000	\$1,899,050	\$0	\$3,798,100 1,000,000	50100%
(gf)	Other Costs	\$250,000	\$250,000	\$0	\$500 100,000	50%
(h)	Construction Contingency	\$1,000,000	\$0	\$0	\$1,000,000	100%
(gi)	Grand Total	\$15,798,100 26,142,600 0	\$14,900,000	\$0 10,217,400 0	\$30,698,100 51,260,000 0	51%
(hj)	Calculation of Funding Match %	51%	2949%	920%	100%	

Sources of Funds for Non-State Share (Funding Match):

The non-state share funding match will be provided by the sale of municipal bonds (City of Escondido) and potentially through federal funding sources.

RESOLUTION NO. 2018-42R

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING AN AMENDMENT TO THE
PROPOSITION 1E GRANT AGREEMENT
FOR THE LAKE WOHLFORD DAM
REPLACEMENT PROJECT

WHEREAS, the State Department of Water Resources (“DWR”) awarded a Proposition 1E, Round 1 Stormwater Flood Management Grant in the amount of \$14,900,000 to the City of Escondido (“City”) in June of 2013 for the Lake Wohlford Dam Replacement Project; and

WHEREAS, it is stipulated that the term of the agreement “terminates on May 1, 2018, or when all of the Parties’ obligations under this Grant Agreement are fully satisfied, whichever occurs earlier;” and

WHEREAS, the City’s obligation to construct the replacement dam for Lake Wohlford has not been fulfilled by the grant agreement’s termination date; and

WHEREAS, the DWR approved extension of the Proposition 1E Stormwater Flood Management Grant, pending City Council approval, through December 31, 2022;

WHEREAS, this extension also reflects the new scope, budget, and schedule for completion of the Wohlford Dam Replacement Project.

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

1. That the above recitations are true.

2. That the City Council authorizes the Director of Utilities to execute, on behalf of the City, an amendment to the Proposition 1E, Round 1 Stormwater Flood Management Grant Agreement (Agreement No. 4600009575) in a form approved by the City Attorney, and substantially similar to Exhibit "A" to this Resolution, all of which are incorporated by reference, to include a new grant termination date of December 31, 2022.

**Grant Agreement 4600009575
Amendment 1
Proposition 1E Round 1 Stormwater Flood Management Grant**

**State of California
Natural Resources Agency
Department of Water Resources**

**Agreement Between The State of California
Department of Water Resources
and the City of Escondido**

This amendment to Agreement 4600009575 is made on _____. The agreement is amended as follows:

TERM OF GRANT AGREEMENT.

The term of grant agreement is extended from May 1, 2018 to December 31, 2022 (attached).

GRANTEE COST SHARE

Grantee cost share (Funding match) is updated as a result of increased project cost.

Agreement Project Representatives

The Project Manager and contact information listed under Paragraph 25: Project Representatives is updated to Angela Morrow (attached).

Exhibit A, Work Plan (Attached): Workplan is updated to reflect the changes for Project Description and a number of Tasks. Budget Category (c) Planning/Design/Engineering/Environmental is updated to reflect what has been completed and with the current permitting deliverables. Budget Category (d) Construction/Implementation is revised to outline the updated construction work and scope. Budget Category (e) Environmental Compliance/Mitigation/Enhancement and Budget Category (h) Construction Contingency are removed from the work plan and Task 11 is revised as Task 10 with the work regarding the reviews of the design documents eliminated from the task.

Exhibit B, Project Schedule (Attached): Project Schedule is updated to extend schedule to December 31, 2022 and updated the timeline for construction activities.

Exhibit C, Budget (Attached): Few updates are made for the Budget - Modified the Budget by eliminating the funding match for Budget Category (E) and (H) by \$1,000,000 each. Reduced the funding match for Budget Category (F) by \$899,050 and Budget Category (G) by \$200,000 and moved \$500,000 in funding match to Budget Category (C), with the remaining \$2,599,050 and an additional \$10,344,500 added to Budget Category (D). Also, eliminated the grant funds for Budget Category (E) and Budget Category (F) by \$1,000,000 and \$1,899,050 respectively, and reduced the grant funds for Budget Category (G) by \$200,000. Increased the grant funds for Budget Category (C) by \$500,000 and with the remaining \$2,599,050 added to Budget Category (D). A total of \$10,217,400 was also added to Budget Category (D) as Other Cost Share.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date first written above.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

City of Escondido

Carmel K. Brown, P.E., Chief
Financial Assistance Branch
Division of Integrated Regional Water
Management

Christopher W. Mckinney
Director of Utilities

Date_____

Date_____

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date_____

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
THE CITY OF ESCONDIDO, AGREEMENT NO. 4600009575
PROPOSITION 1E ROUND 1 STORMWATER FLOOD MANAGEMENT GRANTS
CALIFORNIA WATER CODE §83002 and PUBLIC RESOURCES CODE §5096.827 ET SEQ**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the City of Escondido, a public agency, in the County of San Diego, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resources Code (PRC) §5096.827 et seq.) to Grantee to assist in financing the project associated with the City of Escondido – Lake Wohlford Dam Replacement Project for the Stormwater Flood Management (SWFM) Program, collectively referred to as "SWFM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, and terminates on December 31, 2022, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 7.
3. GRANT AMOUNT. The maximum amount payable by State under this Grant Agreement shall not exceed \$14,900,000.00. Reimbursement of grant funds may be claimed after December 21, 2011.
4. GRANTEE COST SHARE. The reasonable costs for this Grant Agreement are estimated to be \$51,260,000. Grantee shall provide a Cost Share (Funding Match) in the amount of at least 50% of the total project cost. Grantee's Funding Match is estimated to be \$26,142,600. Grantee's Funding Match may include cost share performed after September 30, 2008. Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of the scope of work (*examples*: volunteer services, equipment use, and facilities). For Funding Match guidance, see Exhibit G.
5. GRANTEE'S RESPONSIBILITY. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Schedule) and Exhibit C (Budget). Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable PRC and CWC requirements.
6. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Disaster Preparedness and Flood Prevention Bond Act of 2006.
 - a) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Grant Award/Commitment Letter, by submitting the most recent 3 years of audited financial statements.
 - b) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 16, "Submission of Reports."
 - c) Grantee submits all deliverables as specified in Paragraph 16 of this Grant Agreement and in Exhibit A.
 - d) For each project, prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
 - 1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - i. Grantee submits all applicable environmental permits as indicated on the Environmental Information Form to the State,
 - ii. Documents that satisfy the CEQA process are received by the State,
 - iii. State has completed its CEQA compliance review as a Responsible Agency, and
 - iv. Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
- c) Completion of work shall include final inspection of project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-15 (Final Inspections and Certification of Registered Civil Engineer). Furthermore, the Grantee shall provide the State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.

23. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by electronic means. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

24. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

25. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Carmel K. Brown
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9226
e-mail: Carmel.Brown@water.ca.gov

City of Escondido
Christopher McKinney
Director of Utilities
201 North Broadway
Escondido, CA 92025
Phone: (760) 839-4090
e-mail: cmckinney@escondido.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Eddie Pech
Division of Integrated Regional Water
Management
770 Fairmont Avenue, Suite 102
Glendale, CA 91203
Phone: (818) 549-2324
e-mail: Eduardo.Pech@water.ca.gov

City of Escondido
Angela Morrow
Deputy Director of Utilities
Construction and Engineering
1521 S. Hale Ave.
Escondido, CA 92029
Phone: (760) 839-6290 ext. 7030
e-mail: amorrow@escondido.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

**EXHIBIT A
WORK PLAN**

Project Description

In 2004, the Federal Energy Regulatory Commission (FERC) directed the City of Escondido to complete an evaluation of the potential for liquefaction-induced failure to occur at Lake Wohlford Dam. The geotechnical study conducted for the City of Escondido found that a liquefaction-induced mudflow slide of the upstream slope of the dam would likely occur as a result of the design earthquake loading. As a result, in 2007, FERC began requiring the City of Escondido to maintain Lake Wohlford at least 20 feet below the spillway crest level for dam safety purposes, which results in 57% reduction of its 6,500 AF capacity (2,800 AF).

Following FERC's determination, the City of Escondido began pursuing alternatives to retrofit Lake Wohlford Dam in order to restore the lake to its full design capacity. An Environmental Opinion prepared in 2008 determined that the least environmentally damaging way to address potential environmental impacts associated with mitigating the liquefaction potential from Lake Wohlford Dam would be to construct a new roller compacted concrete (RCC) dam downstream of the existing dam.

Therefore, the *Lake Wohlford Dam Replacement Project* will assist with construction and implementation of a RCC dam to replace the existing Lake Wohlford Dam structure. The dam proposed to replace the existing Lake Wohlford Dam would contain five major components: dam structure, spillway, outlet works, road realignment, and dam access. Specifically, the proposed project would involve construction of a new dam immediately downstream of the existing dam. The top portion of the existing dam would be removed and the material disposed. A new spillway would be cut through the north abutment of the new dam. A temporary access road may need to be constructed from Oakvale Road east to Guejito Road for use by local residents/businesses and fire trucks.

Tasks

The following sections outline the specific activities that will be performed to implement the *Lake Wohlford Dam Replacement Project*.

Row (a) Direct Project Administration

Task 1 – Project Administration

Project administration will involve coordination meetings with staff, project partners, and consultants as necessary. Deliverables that will be produced from these project administration efforts include updated budgets, schedules, and change orders.

Task 2 – Labor Compliance Program

This task includes the work necessary to establish and adopt a Labor Compliance Program (LCP) in accordance with CCR §16421-16439. This LCP will be approved by the California Department of Industrial Relations, and details of the LCP will be included within the *Lake Wohlford Dam Replacement Project's* quarterly reports.

The City of Escondido will implement the LCP within the Construction Administration task (see Task 11); therefore, no budget is included here.

Task 3 – Reporting

Reporting will include three components as listed below and be performed by staff members from the City of Escondido under the Project Administration task (see Task 1). The Project Monitoring Plan and quarterly reports will be generated by the Utilities Construction Manager, approved by the Deputy Director of Utilities Construction and Engineering, and sent and filed by the Department Assistant. Quarterly invoices will be generated by Utilities Analyst and the Management Analyst II, and approved by the Construction Manager and Deputy Director. The Project Completion Report will be generated by the Utilities Construction Manager and Deputy Director, and sent and filed by the Department Assistant.

Project Administration Deliverables
Project Monitoring Plan
Quarterly Reports and Invoices
Project Completion Report

Row(b) Land Purchase Easement

A land purchase easement is not applicable to this project.

Row (c) Planning/Design/Engineering/Environmental Documentation

Task 4 – Assessment and Evaluation

All technical documents, data, and studies have been completed for the *Lake Wohlford Dam Replacement Project*. Two main studies used to evaluate the dam replacement alternatives are:

- The *Lake Wohlford Dam Replacement Geotechnical Data* report presents details of a subsurface exploration program that was performed as a part of an evaluation of alternatives to replace the existing Lake Wohlford Dam.
- The *Evaluation of Alternatives for Replacement of Lake Wohlford Dam* report w presents the results of an evaluation to identify a preferred dam type to replace the existing Lake Wohlford Dam. Reviews of the results by the selected consultant of the final design documents for the dam determined that an RCC dam was constructible.

Assessment and Evaluation Deliverables
Evaluation of Alternatives for Replacement of Lake Wohlford Dam
Lake Wohlford Dam Replacement Geotechnical Data Report

Task 5 – Final Design

As discussed below, final design for this project will include 30%, 60%, 90%, and 100% designs.

30% design efforts will include preliminary siting of project components, including the replacement dam, spillway, outlet tunnel, and other factors of major consideration. The 30% design will also include location of suitable onsite or nearby excavated materials for use in construction of the replacement dam. The 30% design will utilize previously performed geological investigations and reports as well as all additional geological investigations, draft reports and recommendations.

60% design will be considered advanced design that will include preliminary details and sections of the proposed project. This design will define actions and activities associated with abutment and foundation tie-ins, spillway and piping, and all required demolition. The 60% design will include all final geological recommendations. The 60% design will include draft technical specifications, bid schedule and preliminary construction cost estimates. A 3-D finite element analysis will also be performed on the proposed dam layout to determine the stress on the dam during the maximum credible earthquake.

90% design will include a complete set of construction plans and technical specifications, bid schedule, and final construction cost estimates. This design will be available for review and quality assurance and quality control (QA/QC).

100% final design will include preparation of a final design package that is ready to advertise. The final design package will be signed and sealed by the design engineer of record.

Design Submittals
100% Design – Bid Package

Task 6 – Environmental Documentation

The project will need to comply with federal (National Environmental Policy Act – NEPA) and state (California Environmental Quality Act – CEQA) environmental laws, regulations, and guidelines because of the potential for significant adverse impacts to wetlands, waters of the United States, and waters of the State. The City will prepare a draft Environmental Impact Report (EIR) and release it for a 45-day public review. Public comments will be addressed and a final EIR will be prepared. The Army Corps of Engineers, as lead agency under NEPA, will rely on the EIR to prepare an Environmental Assessment for NEPA compliance as part of their permitting process.

Environmental Documentation Deliverables
Lake Wohlford Dam Environmental Opinion
Lake Wohlford Dam Replacement Project EIR

Task 7 – Permitting

The City of Escondido would likely need multiple permits to complete the *Lake Wohlford Dam Replacement Project*, therefore the following is a list of all of the regulations and agencies that may require permits for completion of the project.

- Section 404 of the Federal Clean Water Act (CWA) and Section 10 of the Rivers and Harbor Act from the United States Army Corps of Engineers (USACE);
- Section 106 of the National Historic Preservation Act from the State Historic Preservation Office;
- Sections 7 and 10 of the Federal Endangered Species Act from the U.S. Fish and Wildlife Service and the National Oceanic and Atmospheric Administration’s National Marine Fisheries Service;
- Section 1602 of the California Fish and Game Code and the Endangered Species Act (ESA) from the California Department of Fish and Wildlife (CDFW); and
- Sections 401 and 402 of the CWA from the Regional Water Quality Control Board (RWQCB).

The aforementioned list provides the potential regulatory requirements of the *Lake Wohlford Dam Replacement Project*, however, the full scope of required permitting will be determined upon completion of design and preliminary environmental analyses.

Permitting Deliverables
Section 401 Water Quality Certification
Section 404 Authorization Permit
Section 1602 Permit from California Department of Fish and Wildlife

Row (d) Construction / Implementation

Task 8 – Construction / Implementation Contracting

Tasks associated with construction contracting include advertising the project for public bids, evaluating contractor bids, and preparing all documents required to award the project to a contractor. It is anticipated that this work will be completed by City of Escondido staff.

Task 9 – Construction / Implementation

Materials and/or Design Standards

The Evaluation of Alternatives for Replacement of Lake Wohlford Dam Study found that the most viable alternatives were for a replacement dam downstream of the existing dam. The replacement dam will be constructed to meet all current codes and regulations including those of DWR’s Division of Safety of Dams (DSOD).

The alternatives evaluation specifically evaluated the potential for a roller compacted concrete dam (RCC dam) or a rock fill dam to replace the existing Lake Wohlford Dam. A geological investigation, which included geological mapping, subsurface explorations, downhole geophysical surveys, in-situ hydraulic conductivity testing, piezometer data, seismic refraction surveys, laboratory testing, and test pits, was performed to support the alternatives analysis (see *Lake Wohlford Dam Replacement Geotechnical Data Report*). Subsequent reviews of the geological data by the consultant doing the dam final design indicates that an RCC dam may be feasible and DSOD views RCC dams the preferred dam type over earth fill providing a better quality long term facility. Based on this information, RCC was selected as the dam type.

An RCC mix design program was also developed for the project. Different mix design components of aggregates, water, cement, admixtures, sand and fly ash were tested to determine the best mix design for the project. This program and final mix design were reviewed and approved by DSOD. The information obtained from the mix design program was used to develop the final RCC design specification that will be used to bid the dam construction.

Construction Tasks

Task 9.1 Road Realignment

A portion of Oakvale Road will need to be relocated as its current alignment interferes with the proposed left dam abutment. The road realignment will require significant grading to push the canyon slope away from the dam abutment. The realigned portion of Oakvale Road shall match the road width to the existing roadway with a minimum drivable pavement width of 24

feet plus shoulders in accordance with the San Diego County Public Road Standards and will include any necessary drainage system. In addition, the County of San Diego has requested that a 10-foot no-motorized lane be provided along the north edge of the roadway. The estimated realignment length is approximately 1,000 feet.

Task 9.2 Mobilization and Site Preparation

The initial phase of construction will include mobilization, staging area setup, clearing, grubbing, grading and foundation excavation. The new dam will be constructed just downstream of the existing dam as such a large area of trees and other vegetation may be cleared for both the ultimate new dam site as well as the required staging area. Where possible, high value vegetation will be protected in place within staging areas. Preparation of the dam foundation is critical to the quality of the facility. Excavation of the foundation will result in significant volumes of removed material in order to reach acceptable foundation level which must be approved by the design geologist and DSOD. It is estimated that the foundation excavation may require depths of up to 40 to 60 feet to reach competent material with a width of approximately 200 feet. Foundation grouting may be required to fill imperfections in the basement rock including cracks to reduce the potential for seepage below the foundation.

Task 9.3 Dam Access

An all-weather drivable access for maintenance vehicles will be constructed from Oakvale Road to reach the toe of the dam, minimum of 12 feet wide and approximately 550 feet in length. Another access drive shall be constructed from Oakvale Road to reach the crest of the dam, minimum of approximately 40 feet wide and approximately 280 feet in length. These approach drives will be constructed of either asphaltic or concrete pavement. A bridging structure will also be included on the dam crest to enable access across the spillway located generally near the center of the dam. These access drives will accommodate the daily inspections performed of the operating dam including seepage monitoring and periodic movement surveys.

A construction access roadway will also be built along the north shoreline from the existing lake marina to the crest of the proposed new dam along the right abutment. This roadway will be approximately 20 feet wide and approximately 2,785 feet in length. It may be constructed of aggregate base material. Storm drains will be provided a ravine crossing so not to impact the existing drainage ways. Once dam construction is completed, this roadway will be blocked to general public. This roadway will be available to the City as needed.

Task 9.4 Dam Construction

RCC Trial Placement

Prior to start of the RCC dam construction, the contractor will be required to construct a RCC trial placement dam section. This trial placement will be used to confirm the contractor's ability to perform the following: 1) proper foundation surface preparation, and 2) using proposed equipment and methods to place the RCC in accordance with the contract documents. The RCC trial placement will be approximately 125 feet long by 75 feet wide by 7 feet tall.

Dam

Construction of the RCC dam requires near continuous placement of a lean concrete mixture. The concrete will be prepared at an onsite, or near site, batch plant which will truck or conveyor the material to the dam for placement where it is roller compacted. The RCC dam will have a vertical or near vertical upstream face with a 0.8H:1V downstream face. The crest of the dam will be approximately 660 feet in length with a dam crest elevation of 1,490' and a spillway elevation of 1,480'. The new dam will also include a dam adit and gallery. The gallery will be approximately 8 feet wide by 9 feet high and 323 feet long. The gallery will allow for visual inspection of the dam and foundation drains from inside the dam. The new dam shall be constructed to a height which will provide for a maximum water surface elevation equal to the existing dam. Dam maintenance and security facilities will be constructed and installed including access drive, monitoring equipment for movement and seepage, fencing and surveillance equipment. Foundation piezometers, inclinometers, and an accelerometer will be installed in the dam and along the foundation.

Task 9.5 Spillway

The spillway of an RCC dam is constructed integral to the dam as it rises. The spillway crest will have an elevation of 1,480'. The spillway will be designed to pass a flow of approximately 8,265 cfs, with an estimated width of approximately 90 feet

and depth of approximately 8 feet. The spillway will terminate in a stilling pond at the base of the dam to dissipate the waters energy before reaching the existing natural stream bed.

Task 9.6 Outlet Works

New

The new outlet tower will be constructed on the upstream face of the new dam. This type of outlet tower is a concrete shaft structurally integrated into the dam. The tower shall have four (4) automated gates at various elevations that can be operated from the Water Treatment Plant depending on need or water quality. The multiple gates provide the ability to draw water from different levels within the contained lake; the gate shall also include fish screens to prevent fish from entering the tower and pipe system. During times of drought or other low water events the upper port(s) may become exposed as the water surface drops. The outlet piping will be placed through the foundation as the concrete reaches the appropriate elevation. The concrete placement continues until the design elevation is achieved. Following the construction of the dam itself, the new outlet piping will be connected to the existing 48 inch downstream piping and the new emergency release valve facility.

Existing

Activation of the new outlet works will require removal of the top portion of the existing dam as well as notching through the existing dam to an approximate elevation of 1,420' in order to flood the area between the old and new dams. The notch must be stabilized so there is no future movement of the old structures. The existing outlet tower and piping will be abandoned in place (filled with concrete) or removed in a manner that will provide optimal facility security and public safety. The existing outlet tunnel through the existing dam will be filled with concrete for safety reasons.

Implementation Deliverable
Statement of construction completion by a registered engineer

Row (f) Construction Administration

Task 10 – Construction Administration

This task involves administration, coordination, and review of the construction contract and all other related construction tasks. This task will require labor from City of Escondido staff members and consultant construction managers and inspectors to oversee construction and other aspects of the project.

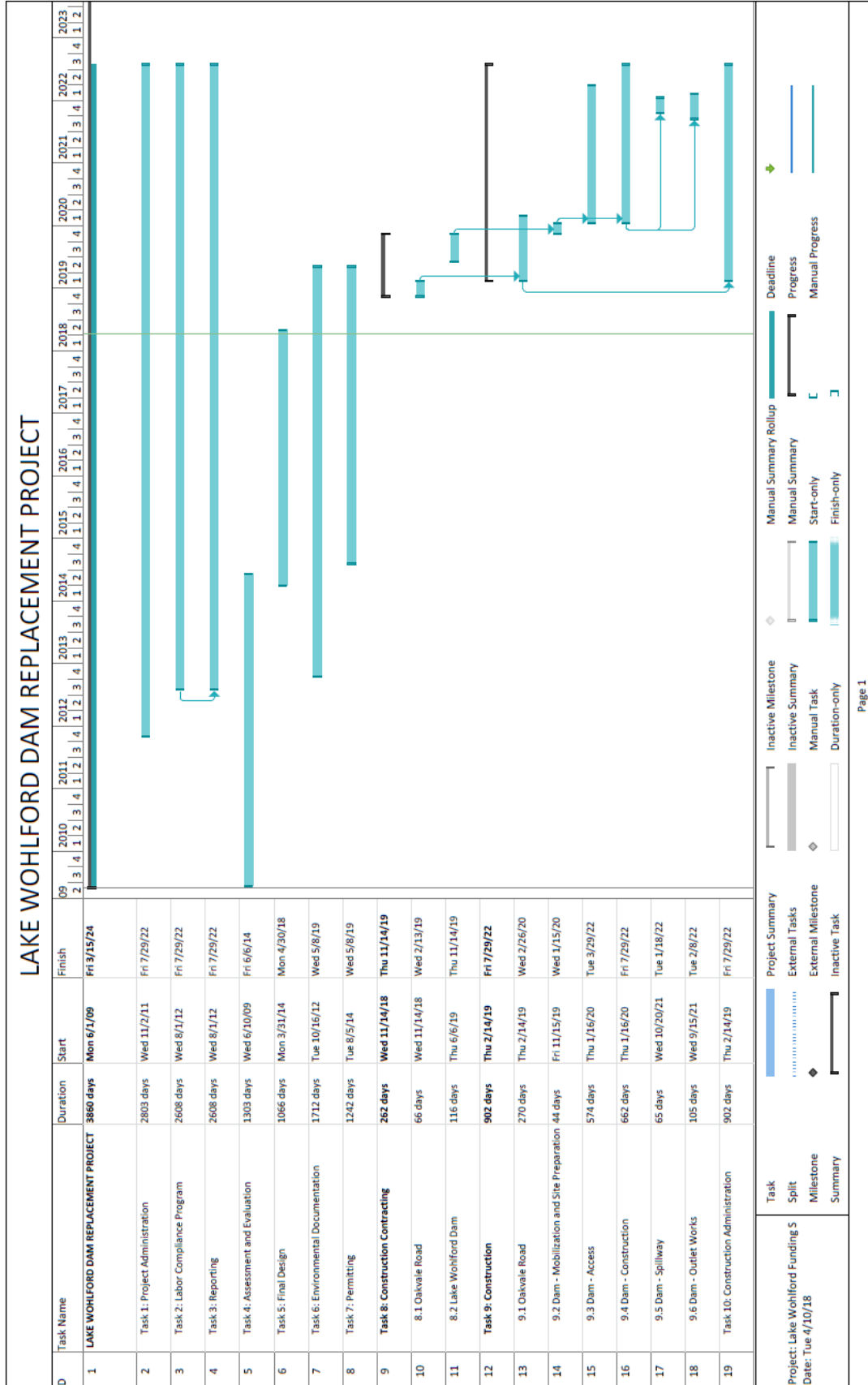
Labor Category
Construction Management

Row (g) Other Costs

Other costs associated with the *Lake Wohlford Dam Replacement Project* include establishment of a Board of Consultants, as required by FERC. The Board of Consultants shall oversee the analysis, design, construction, and any potential problems that might arise during the design and construction of the Lake Wohlford Dam replacement structures. The Board of Consultants shall be comprised of at least three members with expertise in the following areas: geotechnical engineering, engineering geologist, and hydraulic structures.

The City of Escondido will solicit and bring under contract the Board of Consultants, invite review and comment on all design submittals, and monitor construction procedures and progress. Formal meetings of the Board of Consultants will be convened at important milestones.

**EXHIBIT B
 SCHEDULE**



**EXHIBIT C
 BUDGET**

Table 6 – Project Budget						
Budget Category		Non-State Share (Funding Match)	Grant Funding	Other Cost Share	Total	% Funding Match
(a)	Direct Project Administration Costs	\$400,000	\$0	\$0	\$400,000	100%
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0	N/A
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$2,749,050	\$2,250,950	\$0	\$5,000,000	55%
(d)	Construction	\$21,943,550	\$12,599,050	\$10,217,400	\$44,760,000	49%
(e)	Environmental Compliance/ Mitigation/ Enhancement	\$0	\$0	\$0	\$0	N/A
(f)	Construction Administration	\$1,000,000	\$0	\$0	\$1,000,000	100%
(g)	Other Costs	\$50,000	\$50,000	\$0	\$100,000	50%
(h)	Construction Contingency	\$0	\$0	\$0	\$0	N/A
(i)	Grand Total	\$26,142,600	\$14,900,000	\$10,217,400	\$51,260,000	51%
(j)	Calculation of Funding Match %	51%	29%	20%	100%	

Sources of Funds for Non-State Share (Funding Match):
 The non-state share funding match will be provided by the sale of municipal bonds (City of Escondido) and potentially through federal funding sources.

CITY COUNCIL STAFF REPORT

Consent Item No. 5

April 18, 2018

File No. 0600-10, A-3230

SUBJECT: Contract Change Order for 2017 Street Rehabilitation and Maintenance Project; and a Budget Adjustment to Accept Cal Recycle Grant Funds

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-44 to approve a contract change order with Eagle Paving, Inc. in the amount of \$44,259.35 to complete additional work, and approve a Budget Adjustment to receive up to \$350,000 from Cal Recycle for the 2017 Street Rehabilitation and Maintenance Project.

FISCAL ANALYSIS:

The City was awarded a \$350,000 Cal Recycle grant. Upon completion of this project and the 2018 resurfacing project, reimbursement from Cal Recycle will be requested based on the quantity of recycled products used. Funds for the requested change order are available in the project budget.

PREVIOUS ACTION:

The contract was awarded by the City Council on September 20, 2017, to Eagle Paving, Inc. in the amount of \$4,396,952.85 by Resolution No. 2017-129.

BACKGROUND:

As part of this year's project, six major streets were re-signed and re-striped to add bike lane facilities, including segments of Andreasen Drive, Centre City Parkway, El Norte Parkway, Felicita Avenue, North Broadway and Valley Parkway. Rehabilitation of Lincoln Avenue west of Broadway and 3rd Avenue west of Quince were also added to the project. City Council's approval of a contract change order in the amount of \$44,259.35 is requested to complete additional work for re-signing and re-striping bike lane facilities on segments of Andreasen Drive, Centre City Parkway, El Norte Parkway, Felicita Avenue, North Broadway, and Valley Parkway. Staff expects to request the City Council's acceptance of the project as complete on April 25, 2018.

Change Order for 2017 Street Rehabilitation and Maintenance Project, and Budget Adjustment
April 18, 2018
Page 2

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services/City Engineer
4/112/2018 10:46 a.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No. 2018-44



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: April 18, 2018
Department: Engineering Services
Division:
Project/Budget Manager: Julie Procopio 4001
Name Extension
Council Date (if applicable):
(attach copy of staff report)

For Finance Use Only
Log #
Fiscal Year
Budget Balances
General Fund Accts
Revenue
Interfund Transfers
Fund Balance

IC

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Includes entries for Street Maintenance and Cal Recycle Grant TRP7-16-0075.

Explanation of Request:

The City has been awarded up to \$350,000 by Cal Recycle Grant TRP7-16-0075 for using recycled rubber materials in the 2017 and 2018 Annual Street Rehabilitation and Maintenance Projects. The City must invoice for reimbursement of compliant and completed work as part of these projects.

APPROVALS

Department Head [Signature] 4/6/18 Date
Finance [Signature] 4/12/18 Date

City Manager _____ Date
City Clerk _____ Date

Distribution (after approval): Original: Finance

RESOLUTION NO. 2018-44

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING A CONTRACT CHANGE
ORDER TO EAGLE PAVING, INC. FOR
ADDITIONAL WORK; AND APPROVING A
BUDGET ADJUSTMENT

WHEREAS, a Public Improvement Agreement was awarded to Eagle Paving, Inc. by the City Council on September, 20, 2017, through Resolution No. 2017-129; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a Contract Change Order to the Public Improvement Agreement with Eagle Paving, Inc. in the amount of \$44,259.35. to complete additional work for re-signing and re-stripping bike lane facilities on segments of Andreasen Drive, Centre City Parkway, El Norte Parkway, Felicita Avenue, North Broadway, and Valley Parkway.

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 Contract Change Order to the existing Public Improvement Agreement with Eagle Paving, Inc. for additional work on the 2017 Street Rehabilitation and Maintenance Project, following the same agreement terms outlined in the original contract.

CITY COUNCIL STAFF REPORT

Consent Item No. 6

April 18, 2018

File No. 0800-10

SUBJECT: Extension of Time for a Tentative Subdivision Map and Master and Precise Development Plan for a 65 Single-Family residential Lots – Oak Creek Development Located on the Southwest Corner of Hamilton Lane and Miller Avenue (SUB 13-0002, PHG 13-0017, ENV 13-0006 & SUB 17-0038)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-46 approving a three-year extension of time for a 65-lot single-family residential planned development.

PLANNING COMMISSION RECOMMENDATION:

The requested extension of time does not require consideration by the Planning Commission because Section 32.210.02A of the Escondido Subdivision Ordinance states that time extensions shall be granted or denied by the original approval body, which was the City Council.

PROJECT DESCRIPTION:

The Oak Creek project includes a Tentative Subdivision Map, along with a Master and Precise Development Plan for 65 single-family residential lots on approximately 37.59-acres of land. The project approvals rezoned the residential development site to Planned Development – Residential 1.75 (1.75 dwelling units/acre) while the remaining annexation area on the eastern side of Miller Avenue was rezoned RE-20 (Residential Estates – 20,000 SF minimum lot size). A Preliminary, Master and Precise Development Plan was included for the development site to implement residential lot clustering and proposed residential lot sizes range from approximately 10,000 SF to 22,500 SF with the average residential lot size being 12,585 SF. Two Grading Exemptions were approved for a 2:1 cut slope up to 35 feet high and a 2:1 fill slope up to 17 feet high. The project also included a Specific Alignment Plan for both Felicita Road and Hamilton Lane which established modified pavement widths and improvements for both of these streets in conjunction with a traffic calming plan for the portion of Felicita Road that generally extends from Hamilton Lane south to Clarence Lane.

LOCATION:

The approved “Oak Creek Development” project is located at southwest corner of Hamilton Lane and Felicita Road, just east of Miller Avenue (APN 238-370-01, 04, 05, 06, 07, 08 and 238-380-01).

FISCAL ANALYSIS:

The project is required to pay all applicable development fees and install improvements in conformance with City standards.

BACKGROUND:

The Planning Commission voted unanimously (6-0) to recommend approval of the proposed Oak Creek project on January 27, 2015, and the City Council approved the project on March 4, 2015 (See Attachments 1 and 2). The Tentative Map and corresponding planned development is valid for three-years, unless an extension of time is granted by the City Council. The project was scheduled to expire on March 4, 2018. The map is eligible for a local time extension up to five additional years. The applicant submitted an application to extend the map and planned development prior to the expiration date, which put a reasonable hold on the expiration until a final Council decision. The criteria for determining the appropriateness for granting an extension of time for a Tentative Subdivision Map is based on the map's compliance with the City's current General Plan, Zoning Ordinance, and the requirements of the California Environmental Quality Act (CEQA).

ENVIRONMENTAL REVIEW:

A Final Environmental Impact Report (FEIR) was adopted for the project in conformance with the California Environmental Quality Act (CEQA). Mitigation Measures were adopted to address impacts related to air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, noise, hydrology and water quality. A Notice of Determination was filed with the County Clerk on March 4, 2015.

The setting for the Project has not significantly changed since the adoption of the environmental document. The extension of time request does not involve any physical changes in the environment and hence does not have the potential for causing a significant effect on the environment. Therefore, the previously adopted FEIR is sufficient and, pursuant to State CEQA Guidelines Section 15162 which identifies the requirements for which subsequent analysis is required, no further environmental review is required.

GENERAL PLAN ANALYSIS:

The Escondido General Plan designates the property as Estate II (E2). The Estate II designation allows up to 2 dwelling units per acre with the maximum development yield of a property calculated according to topography/slope categories. Based on the variable slope provisions of the Estate II land use designation contained in the City's General Plan, up to 74 dwelling units/lots would be allowed on the project site. The proposed project density of 1.75 du/acre is consistent with the Estate II designation. The project would conform to the provisions of the Citywide Facilities Plan through the payment of fees to ensure that the Quality of Life Standards will continue to be met.

ANALYSIS:

Subsequent to City Council approval on March 4, 2015, the annexation/reorganization was approved by the Local Agency Formation Commission (LAFCO) and the property annexed into the City. The project applicant has not yet submitted plans to record the map and develop the site. However, the applicant indicated the extension is necessary to continue pursuing financing for the project. Staff has determined the Tentative Map is still in conformance with the General Plan, Zoning Code requirements and CEQA provisions. The Planning Division and Engineering Conditions of Approval of been updated to conform to current storm water design and landscape requirements. Therefore, staff recommends the requested three-year extension of time and updated Conditions of Approval be approved, which are reflected in the Council Resolution No. 2018-46.

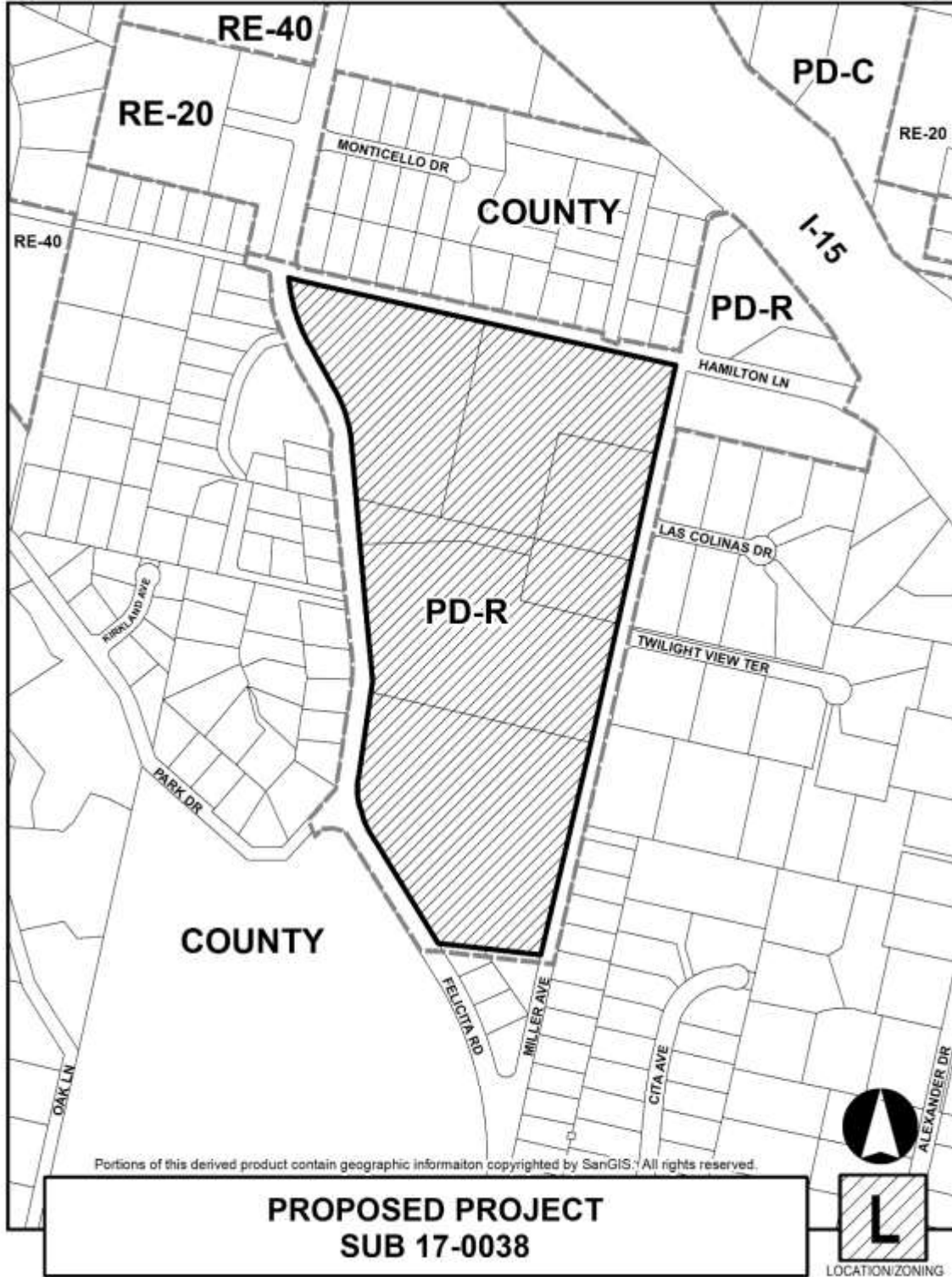
APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
4/11/2018 6:02 p.m.

Darren Parker, Associate Planner
4/12/2018 8:23 a.m.

ATTACHMENTS:

1. Attachment 1 – March 4, 2016 City Council Staff Report (March 4, 2015)
https://www.escondido.org/Data/Sites/1/media/pdfs/VolumeII-Navigation_Indexcombined.pdf
2. Attachment 2 – City Council minutes (March 4, 2015)
3. Resolution No. 2018-46
4. Resolution No. 2018-46 – Exhibits A (Conditions of Approval)
5. Resolution No. 2018-46 – Exhibits B (Findings)
6. Resolution No. 2018-46 -- Exhibits C (Legal Description)



ATTACHMENT 1

Due to the number of pages of Attachment 1, a link has been provided to review the document electronically.

https://www.escondido.org/Data/Sites/1/media/pdfs/VolumeII-Navigation_Indexcombined.pdf

A hardcopy of the attachment is available for review in the Planning Division during normal business hours. To obtain a copy, please the City Clerk at (760) 839-4617.

CITY OF ESCONDIDO
March 4, 2015
3:30 P.M. Meeting Minutes
Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, March 4, 2015 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE:

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

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

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

II. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))

Case Name: Wise v. City of Escondido
Case No: 37-2014-00083252-CU-WM-NC

Case Name: Stuck in the Rough, LLC v. City of Escondido, et al.
Case No: 37-2013-00074375-CU-WM-NC

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


- a. **Property:** 165 E. Lincoln Parkway
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: San Diego Auto Thrift
Under Negotiation: Price and Terms of Agreement

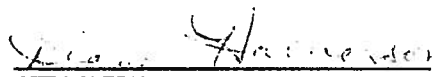
- b. **Property:** 700 West Grand Avenue
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Integral Communities
Under Negotiation: Price and Terms of Agreement


Council recessed from closed session and no action was announced. The Mayor did not participate in discussion or action on Item III(b).

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:16 p.m.


MAYOR


CITY CLERK


MINUTES CLERK

CITY OF ESCONDIDO
March 4, 2015
4:30 P.M. Meeting Minutes

Escondido City Council
and as Successor Agency to the CDC

CALL TO ORDER

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

MOMENT OF REFLECTION:

Chris Montgomery led the Moment of Reflection.

FLAG SALUTE

Mayor Abed led the Flag Salute.

PROCLAMATIONS:

Betsy Cory, Outreach Chair for the California Native Plants Society-San Diego, accepted the proclamation for Native Plant Week.

ATTENDANCE:

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

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

ORAL COMMUNICATIONS

Renee Glotzbach, San Marcos, encouraged Safety First and urged theaters not to sell alcohol.

CONSENT CALENDAR

Mayor Abed removed Item 7 and Deputy Mayor Morasco removed Item 8 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Diaz that the following Consent Calendar items be approved with the exception of Items 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: Regular Meeting of February 4, 2015**

4. **TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2014 -**
Request Council receive and file the October through December 2014 Quarterly Investment Report. (File No. 0400-85)

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

5. **LEASE AGREEMENT WITH CUSTOM BLOW MOLDING AT 480 NORTH SPRUCE STREET AND BUDGET ADJUSTMENT -**

Request Council approve authorizing the Real Property Manager and City Clerk to execute a Lease Agreement with Custom Blow Molding at 480 N. Spruce Street; approve a Budget Adjustment; and approve a decrease to the Successor Agency Available Fund Balance by \$28,547.56 and an increase to the Successor Agency Professional Services budget by \$28,547.56 to pay brokerage commissions associated with this lease. (File No. 0600-10 [A-3142])

Staff Recommendation: **Approval (City Manager's Office: Debra Lundy)**

RESOLUTION NO. 2015-29

6. **AUTHORIZATION TO APPLY FOR A \$30,000 CALIFORNIA PUBLIC LIBRARY BROADBAND GRANT AND APPROVAL OF A BUDGET ADJUSTMENT OF LIBRARY TRUST FUND MONIES -**
Request Council approve authorizing a grant application to the California State Library for a \$30,000 California Public Library Broadband Grant Program and approve a budget adjustment of \$30,000 from the Library Trust Fund to the Library Trust Special Projects account for the purchase of the required equipment to implement the broadband upgrade. (File No. 0480-70)

Staff Recommendation: **Approval (Community Services Department: Loretta McKinney)**

7. **FINAL CITY COUNCIL ACTION PLAN REPORT FOR 2013-2014 -**
Request Council receive and file the final status report of the two-year City Council Action Plan for 2013 and 2014. (File No. 0610-90)

Staff Recommendation: **Receive and File (City Manager's Office: Joyce Masterson)**

Mayor Abed requested information about the progress of the Council Action Plan.

Joyce Masterson, Director of Economic Development and Community Relations, presented information to the Council regarding the progress of the Council Action Plan.

Councilmember Diaz noted the safety section of the report and offered suggestions for curfew sweeps.

Craig Carter, Chief of Police, stated that the Police Department communicates with schools and parents about curfew sweeps.

MOTION: Moved by Mayor Abed and seconded by Councilmember Masson to receive and file the final status report of the two-year City Council Action Plan for 2013 and 2014. Motion carried unanimously.

8. **SOUTH ESCONDIDO BOULEVARD / QUINCE STREET AREA PLAN (PHG 15-0003) -**
Request Council approve authorizing the Mayor and City Clerk to execute a consulting agreement and scope of services with CityPlace Planning for a fixed fee not to exceed \$156,230 to prepare an Area Plan for the combined South Quince Street, South Escondido Boulevard and Centre City Parkway Target Areas. (File No. 0600-10 [A-3143])

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

RESOLUTION NO. 2015-25

Jay Petrek, Assistant Planning Director, was available to answer questions.

Deputy Mayor Morasco expressed his support of the project.

MOTION: Moved by Councilmember Gallo seconded by Deputy Mayor Morasco to approve authorizing the Mayor and City Clerk to execute a consulting agreement and scope of services with CityPlace Planning for a fixed fee not to exceed \$156,230 to prepare an Area Plan for the combined South Quince Street, South Escondido Boulevard and Centre City Parkway Target Areas. Ayes: Diaz, Morasco, Masson and Gallo. Noes: None. Abstained: Abed. Motion Carried.

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. **ZONING CODE AMENDMENT AND CONDITIONAL USE PERMIT REGARDING DOG BOARDING (AZ 14-0003 AND PHG 14-0029) -**

Approved on February 4, 2015 with a vote of 5/0 (File No. 0810-20)

ORDINANCE NO. 2015-04 (Second Reading and Adoption)

PUBLIC HEARINGS

10. **OAK CREEK PROJECT ANNEXATION, TENTATIVE SUBDIVISION MAP, PRELIMINARY, MASTER AND PRECISE DEVELOPMENT PLAN, PRE-ZONE, GRADING EXEMPTIONS, SPECIFIC ALIGNMENT PLAN AND FINAL ENVIRONMENTAL IMPACT REPORT (SUB 13-0002, PHG 13-0017, ENV 13-0006) -**

Request Council approve a Tentative Subdivision Map for 65 single-family residential lots on a 37.59-acre property in conjunction with annexation of the development site and three additional parcels. The project would prezone the residential development site to Planned Development - Residential 1.75 (1.75 dwelling units/acre) while the remaining annexation area on the eastern side of Miller Avenue would be prezoned RE-20 (Residential Estates - 20,000 SF minimum lot size). A Preliminary, Master and Precise Development Plan has been included for the development site to implement residential lot clustering and residential lot sizes ranging from approximately 10,000 SF to 22,500 SF with the average residential lot size being 12,585 SF. Two Grading Exemptions are requested for a 2:1 cut slope up to 35 feet high and a 2:1 fill slope up to 17 feet high. The project also proposes a Specific Alignment Plan for both Felicita Road and Hamilton Lane to establish modified pavement widths and improvements for both streets in conjunction with a traffic calming plan for the portion of Felicita Road that generally extends from Hamilton Lane south to Clarence Lane. (File No. 0800-10)

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

A) RESOLUTION NO. 2015-27 B) ORDINANCE NO. 2015-07 (Introduction and First Reading)

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

Jason Han, San Diego, owner of New Urban West and the applicant of the Oak Creek Project shared history of the land and the components of the project.

Michael Beck, San Diego County, spoke in support of the community alternative project.

Everett Delano, addressed the council in support of the Community Creek alternative version of project, and stated that the Oak Creek project is inconsistent with the General Plan.

Eva Salazar, Escondido, shared concerns about a gated community as well as air quality issues associated with the project.

Tina Iki, Escondido, expressed concern about flooding and erosion downstream from the site.

Doreen Reagelle, stated that the project does not support the wildlife habitat.

Fred Progner, Escondido, declared that the site is impacted with a contaminated plume and that the site is not adequately mitigated.

Ron Forster, Escondido, stated his support for the Community Creek alternative to the Oak Creek Project.

Ryan Salazar, Escondido, spoke in opposition to the Oak Creek Project and stated that the Community Creek alternative better protects habitat and water quality.

Andrea Seavy, Escondido, stated her support for the Community Creek Alternative.

Lucy Khoury, Escondido, shared that the proposal is too large for the area and supported the Community Creek Alternative.

Laura Hunter, Escondido, spoke against the project and supported the Community Creek Alternative.

Richard Fowler, Poway, spoke about the loss of habitat associated with the project and stated support for the alternative.

Lisa Smedley, Escondido, expressed disagreement with the density and annexation of the project.

Peter Epstine, Escondido, Chair of the Friends of Oak Creek, reported on the benefits this project would bring to the community.

David Shibley, Escondido, expressed his support for the project.

Marge Rassel, Escondido, stated that her well-water supply is useable, and that she supports the Oak Creek Project.

Kathy Moore, Escondido, explained that New Urban West spoke to her and neighbors about ideas for the project, and stated her support for the Oak Creek Project.

Kirsten Hansen, Escondido, believes that Oak Creek will clean up and restore the community.

Carin McWhorter, Escondido, shared that she has seen the area deteriorate and is enthusiastic that Oak Creek will clean up the site.

Bill Dumey, Escondido, stated his support for the new development and the benefit it will have on businesses in Escondido.

Carl Skaja, Escondido, voiced his support for Oak Creek and urged the Council to approve the project.

Kathy Daniels, Escondido, expressed that Oak Creek would improve the current conditions of the area and voiced her support for the project.

Tina Inscoc, Escondido, declared her support for the Oak Creek and mentioned the benefits that New Urban West brings to Escondido.

Patricia Borchmann, Escondido, expressed concern that SEQA requirements will not be met and opposed the Oak Creek Project.

Delores McQuiston, Escondido, indicated the Mayor should recuse himself from the vote.

24 members of the public indicated support of the Oak Creek Project and did not wish to speak.

10 Consultants on the Oak Creek Project were available to provide information if requested.

Mayor Abed thanked the community for their participation and closed the public hearing.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Gallo to introduce Ordinance 2015-07 and approve a Tentative Subdivision Map for 65 single-family residential lots on a 37.59-acre property in conjunction with annexation of the development site and three additional parcels. The project would prezone the residential development site to Planned Development - Residential 1.75 (1.75 dwelling units/acre) while the remaining annexation area on the eastern side of Miller Avenue would be zoned RE-20 (Residential Estates - 20,000 SF minimum lot size). A Preliminary, Master and Precise Development Plan has been included for the development site to implement residential lot clustering and residential lot sizes ranging from approximately 10,000 SF to 22,500 SF with the average residential lot size being 12,585 SF. Two Grading Exemptions are requested for a 2:1 cut slope up to 35 feet high and a 2:1 fill slope up to 17 feet high. The project also proposes a Specific Alignment Plan for both Felicita Road and Hamilton Lane to establish modified pavement widths and improvements for both streets in conjunction with a traffic calming plan for the portion of Felicita Road that generally extends from Hamilton Lane south to Clarence Lane and adopt Resolution No. 2015-27. Ayes: Morasco, Gallo, Masson, and Abed. Noes: Diaz. Motion carried.

CURRENT BUSINESS

11. APPOINTMENT TO PLANNING COMMISSION -

Request Council ratify the Mayor's appointment to fill an unscheduled vacancy on the Planning Commission, term to expire March 31, 2016. (File No. 0120-10)

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

Mayor Abed nominated Don Romo to the Planning Commission.

Don Romo, Escondido, addressed the council about his qualifications in regards to serving on the Planning Commission.

MOTION: Moved by Mayor Abed and seconded by Councilmember Masson to ratify the Mayor's appointment to fill an unscheduled vacancy on the Planning Commission, term to expire March 31, 2016. Motion carried unanimously.

FUTURE AGENDA

12. FUTURE AGENDA -

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

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

Councilmember Masson requested an item regarding business enterprise designation plan for disadvantaged veterans to be placed on the Future Agenda for Council discussion.

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Gallo reported on North County Transit District and that rider membership has increased; San Diego County Water Authority promotes planting of indigenous species; reported on the Carlsbad Desalination Facility; the Metropolitan Water District is offering tours to the public; and the SANDAG Borders Committee held a presentation by the Mayor of Mazatlán.

Mayor Abed shared a letter received from the public regarding the Fire Department and commending the City on great service; reported on the Neighborhood Transformation Kick Off being held tomorrow; SANDAG presented information regarding low income housing, and the Del Lago transit station park and ride received 1.3 million dollars to implement a software program to promote efficiency.

CITY MANAGER'S UPDATE/BRIEFING

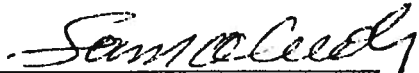
The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

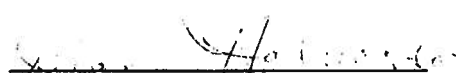
- CITY MANAGER'S UPDATE -


ORAL COMMUNICATIONS

ADJOURNMENT

Mayor Abed adjourned the meeting at 7:51 p.m.


MAYOR


CITY CLERK


MINUTES CLERK

RESOLUTION NO. 2018-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A THREE-YEAR EXTENSION OF TIME FOR A SIXTY-FIVE LOT TENTATIVE SUBDIVISION MAP AND MASTER AND PRECISE DEVELOPMENT PLAN.

Case No. SUB 13-0002 and SUB 17-0038

WHEREAS, pursuant to Chapter 32 of the Escondido Zoning Code, the City Council did, on April 18, 2018, consider and approve a request for a Tentative Subdivision Map, along with a Master and Precise Development Plan to develop 65 single-family residential clustered lots, and a Prezone from the County zoning to Prezone PD-R 1.75 (Planned Development-Residential 1.75 dwelling units per acre) for the 37.59-acre planned residential development site and a designation of Prezone RE-20 (Residential Estates-20,000 SF minimum lot size) for the remainder of the annexation area. Two Grading Exemptions for cut slopes in excess of 20 feet in height and fill slopes in excess of 10 feet in height, and retaining walls also are requested. The clustered lot sizes range from approximately 10,000 SF to 22,500 SF. The proposed "Oak Creek" project is located at the southwest corner of Hamilton Lane and Felicita Road, just east of Miller Avenue (APN 238-370-01, 04, 05, 06, 07, 08 and 238-380-01), more particularly described in Exhibit "C," and incorporated by this reference; and

WHEREAS, the City Council reviewed and adopted the Final Environmental Impact Report prepared for the project and determined the project would not have any significant impacts to the environment because all project related impacts have been mitigated; and

WHEREAS, a Tentative Map and Planned Development, which has been approved or conditionally approved shall expire three years from the effective date of approval, unless additional time is granted pursuant to the Subdivision Map Act, or an extension of time is approved in accordance with Section 32.210.02 of the Escondido Municipal Code; and

WHEREAS, the applicant requests that the City Council approve an extension of time for three years as permitted by the Subdivision Map Act and Chapter 33, Article 2 of the City of Escondido Zoning Code. Pursuant to Section 32.210.02 of the City of Escondido Municipal Code, multiple extensions may be granted provided that the overall total of incremental extensions do not exceed five years; and

WHEREAS, this City Council has considered the extension request, the staff report, and incorporates by reference the findings made therein; and

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

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 Findings of Fact/Factors to be Considered attached as Exhibit "A" were made by said Council, and is incorporated by this reference.
3. That upon consideration of the Findings/Factors, all material in the staff report

(a copy of which is on file in the Planning Division) this City Council extends the Tentative Subdivision Map (SUB13-0002) and associated Planned Development (PHG13-0017) for three years, as reflected on plans and documents on file in the offices of the City Clerk and Planning Division, and subject to the Conditions of Approval as set forth as Exhibit "B" and is incorporated by this reference.

4. That this Tentative Subdivision Map and Planned Development shall be null and void unless a Final Map, conforming to the Tentative Subdivision Map and all required conditions, is filed within 36 months, or unless an additional Extension of Time is granted.

EXHIBIT "A"

CONDITIONS OF APPROVAL
SUB 13-0002, PHG 13-0017, ENV 13-0006
(Revised Conditions in Italic)

Project Mitigation Measures

1. **Air-1 Construction Dust Control Measures.** The on-site construction superintendent shall ensure implementation of standard best management practices to reduce the emissions of fugitive dust during all grading and site preparation activities including, but not limited to, the following actions:
 2. Water any exposed soil areas a minimum of twice per day, or as allowed under any imposed drought restrictions. On windy days or when fugitive dust can be observed leaving the construction site, additional water shall be applied at a frequency to be determined by the on-site construction superintendent.
 3. Temporary hydro seeding with irrigation shall be implemented on all graded areas on slopes, and areas of cleared vegetation shall be revegetated as soon as possible following grading activities in areas that will remain in a disturbed condition (but will not be subject to further construction activities) for a period greater than three months during the construction phase.
 4. Operate all vehicles on the construction site at speeds less than 15 miles per hour.
 5. Cover all stockpiles that will not be utilized within three days with plastic or equivalent material, to be determined by the on-site construction superintendent, or spray them with a non-toxic chemical stabilizer.
 6. If a street sweeper is used to remove any track-out/carry-out, only PM₁₀-efficient street sweepers certified to meet the most current South Coast Air Quality Management District Rule 1186 requirements shall be used. The use of blowers for removal of track-out/carry-out is prohibited under any circumstances.
 7. Grading shall be terminated when winds exceed 25 mph.
 8. Sweepers, wheel washers and water trucks shall be used to control dust and debris at public street access points.
 9. Internal construction-roadways will be stabilized by paving, chip sealing or chemicals after rough grading.

Non-toxic soil stabilizers shall be applied according to manufacturer's specification to all inactive construction areas.

1. **Bio-1** Potential direct impacts to migratory bird species covered under the MBTA shall be mitigated by restricting brush removal and site grading to outside of the breeding season of most bird species (February 15 to September 15). Grubbing, grading, or clearing during the breeding season of MBTA covered species could occur if it is determined through a pre-construction survey by a qualified biologist that no nesting birds are present immediately prior to grubbing, grading, or clearing activities. A nesting survey report shall be submitted to the City for review and approval confirming that no breeding or nesting avian species are present in areas proposed for grubbing, grading, or clearing no longer than seven days prior to grading.
3. **Bio-2** The following measures shall be implemented to reduce indirect impacts to sensitive species to below a level of significance.
 1. Active construction areas and unpaved surfaces shall be watered pursuant to City grading permit requirements to ensure that generation of fugitive dust is minimized.
 2. Orange construction fencing shall be installed prior to the start of construction to define the proposed limits of construction impacts and clearly define the grading boundaries, and biological monitoring of on-site open space shall be conducted during grading and construction activities prevent unintended impacts.
 3. The Project shall address potential water quality impacts through compliance with the City's Grading Ordinance (See Section 33-1062, 33-1063, 33-1068, 33-1069) and implementation of the proposed best temporary construction management practices outlined in the Storm Water

Management Plan (silt fence, fiber rolls, street sweeping and vacuuming, storm drain inlet protection, solid waste management, stabilized construction entrance/exit, desilting basin, gravel bag berm, sandbag barrier, material delivery and storage, and any minor slopes will be covered with a plastic or tarp prior to a rain event).

4. All construction and security lighting associated with the Project shall be shielded or directed away from the open space.
 5. After construction is complete, Project landscaping shall not include any California Invasive Plant Council (Cal-IPC) List A species.
 6. A homeowner education program shall be implemented to alert homeowners of the need to keep pets outside of the on-site open space areas. The homeowner's association shall be responsible for implementing rules related to resident's pets.
 7. A management plan shall be provided for the on-site open space that will include all stewardship measures, such as upkeep of fencing and signs, restricting trespassing, and removing debris. The management plan will be implemented by the HOA. All fuel modification zones in open space lots will be maintained by the HOA. The HOA will be responsible for all vegetation management throughout the common areas of the project site, in compliance with the requirements. The HOA will be responsible for ensuring long-term funding and ongoing compliance with all provisions of the Project's Fire Protection Plan, including vegetation planting, fuel modification, vegetation management, and maintenance requirements throughout the private portions of the project site. Individual property owners will be responsible for maintaining zones on their property.
4. **Bio-3** All brush removal, grading, and clearing of vegetation on the project site shall take place outside of the bird breeding season (February 15 [January 1 for tree dwelling raptors] through September 15). If construction activities are proposed to occur during the breeding season, a pre-construction survey shall be conducted by a qualified biologist no longer than seven days prior to the start of construction to determine if nesting birds are present on site. No construction activities shall occur within 300 feet of burrowing owl burrows, tree dwelling raptor nests, or least Bell's vireo, or within 800 feet of ground dwelling raptor nests, until a qualified biologist has determined that they are no longer active or that noise levels will not exceed 60 dB(A) Equivalent Energy Level (L_{eq}) at the nest site. Alternatively, noise minimization measures such as noise barriers shall be constructed to bring noise levels to below 60 dB(A) L_{eq} , which will reduce the impact to below a level of significance.
 5. **Bio-4** The Project would cause direct impacts to 1.1 acre of coast live oak woodland (0.9 acre of which is outside of CDFW jurisdiction), 0.1 acre of Diegan coastal sage scrub, and 3.1 acres of non-native grassland. Impacts to 0.9 acre of coast live oak woodland shall be mitigated at a 3:1 ratio through acquisition of 2.7 acres of credit from the Daley Ranch Mitigation Bank. The remaining 0.27 acre of coast live oak woodland within CDFW jurisdiction is addressed in mitigation measure Bio-5 below. Impacts to 0.1 acre of Diegan coastal sage scrub shall be mitigated at a 2:1 ratio through acquisition of 0.2 acre of credits from the Daley Ranch Mitigation Bank, while impacts to non-native grassland shall be mitigated at a 0.5:1 ratio through acquisition of 1.6 acres of credits from the Daley Ranch Mitigation Bank. See Table 5.4-8 for a summary of mitigation requirements.

Table 5.4-8

Resource	Impact (Acres)	Mitigation Ratio	Mitigation
Jurisdictional Habitats			
Southern willow riparian forest	0.23	3:1	0.69 acre on-site restoration
Southern coast live oak riparian forest	0.04	3:1	0.12 acre on-site restoration
Coast live oak woodland	0.27	3:1	0.81 acre on-site restoration
Eucalyptus woodland	0.02	1:1	0.02 acre on-site restoration

Streambed	0.04	1:1	0.04 acre on-site restoration
Subtotal	0.60		
Upland Habitats			
Coast live oak woodland	0.9	3:1	2.7 acres at Daley Ranch
Diegan coastal sage scrub	0.1	2:1	0.2 acre at Daley Ranch
Non-native grassland	3.1	0.5:1	1.6 acres at Daley Ranch
Subtotal	4.1		
Total	4.71		

Note: Areas are presented in acre(s) rounded to the nearest 0.01.

Source: Helix Environmental 2014

6. **Bio-5** The Project applicant shall be required to obtain wetland permits and approvals for impacts to USACE and California Department of Fish and Wildlife (CDFW) jurisdictional areas. See Table 5.4-9 for a summary of mitigation requirements for jurisdictional areas. Impacts to southern willow riparian forest, southern coast live oak riparian forest, and coast live oak woodland jurisdictional habitats are anticipated to require a 3:1 mitigation ratio through creation and/or restoration and/or enhancement of riparian or oak woodland habitat on site. Impacts to CDFW eucalyptus woodland and non-wetland Waters of the U.S./CDFW streambeds shall be mitigated through creation/restoration at a 1:1 ratio. This will require creation/restoration of approximately 0.07 acre of drainages, of which a minimum of 0.07 acre must be USACE jurisdictional. Wetland mitigation is proposed to occur within the 9.8 acres of open space along existing on-site drainages, with final mitigation requirements to be determined by the resource agencies through the permitting process. On-site mitigation is proposed to consist of recontouring a portion of the stream channel, removal of non-native species, and seeding/planting with a mix of native shrubs and trees. A detailed restoration, maintenance and monitoring plan shall be prepared by a qualified restoration ecologist/biologist and shall be approved by the City prior to issuance of a grading permit. More detail information regarding the performance standards that will be used in the implementation of this mitigation measure is provided in the Riparian Habitat Mitigation Plan for the Oak Creek Project found in Appendix G of the Biological Technical Report, which is Appendix F in the Final EIR.

The biological open space lots would be preserved in their natural state within a permanent conservation easement and mechanism for privately funded on-going maintenance managed in perpetuity for biological resource values by the HOA. Conserved areas on site would be placed in an open space easement and managed through funding provided by the Project's Homeowners Association (HOA), with management overseen by a qualified biologist/resource manager.

Table 5.4-9

Jurisdictional Area	Ratio	USACE ¹		CDFW	
		Impacts	Mitigation	Impacts	Mitigation
Southern willow riparian forest	3:1	0.05	0.15	0.23	0.69
Southern coast live oak riparian forest	3:1	--	--	0.04	0.12
Coast live oak woodland	3:1	--	--	0.27	0.81
Eucalyptus woodland	1:1	--	--	0.02	0.02
Non-wetland Waters of the U.S / Streambed	1:1	0.07	0.07	0.04	0.04
Total	--	0.12	0.22	0.60	1.68

Note: Areas are presented in acre(s) rounded to the nearest 0.01.

¹ USACE is a subset of the CDFW jurisdiction.

Source: Helix Environmental 2014

- Bio-6** Prior to the issuance of grading permits, the Project applicant shall submit a Conceptual Habitat Restoration Plan (CHRP) to the City Community Development Department for review and approval. The CHRP, which is described more fully in Appendix C Tree Management and Preservation Plan, shall be a cohesive restoration and monitoring plan that addresses site-wide restoration/mitigation efforts and includes a tree planting, canopy cover goal, and monitoring component. The CHRP shall specify native oak, willow, sycamore, and cottonwood tree planting details, locations, and long-term maintenance and monitoring for the mitigation of trees. The CHRP shall be used to prepare bidding construction documents for site preparation, tree installation, and maintenance. The CHRP shall require that a knowledgeable arborist or biologist be retained to monitor mitigation tree plantings for a period of five years. The CHRP also shall outline reporting protocols and standards for mitigation tree replacement, should it be necessary if canopy cover goals are not being achieved. Table 5.4-13, Landscape Tree Replacement Calculation, identifies the total number of plantings required to meet the intent of the City's tree protection and replacement requirements. Upon approval of the CHRP, the Project applicant shall implement the plan. Implementation of the CHRP shall achieve at a minimum 2:1 replacement of trees at the end of five years.

Table 5.4-13

Impacted Tree Type	Grading Related	Replacement Ratio	Replacement Species ¹	Total Number Replacement Trees ²
<i>Cedrus deodora</i>	1	1:1	--	1
<i>Eucalyptus camaldulensis</i>	38	1:1	--	38
<i>Eucalyptus cinerea</i>	2	1:1	--	2
<i>Eucalyptus cladocylax</i>	2	1:1	--	2
<i>Fraxinus uhdei</i>	2	1:1	--	2
<i>Olea eurpea</i>	37	1:1	--	37
<i>Phoenix canariensis</i>	2	1:1	--	2
<i>Pinus elderica</i>	3	1:1	--	3
<i>Quercus agrifolia (protected)</i>	97	2:1	--	194
<i>Q. agrifolia (mature)</i>	98	1:1	--	98
<i>Q. englemanii (protected)</i>	3	2:1	--	6
<i>Q. englemanii (mature)</i>	3	1:1	--	3
<i>Salix goodingii</i>	18	1:1	--	18
<i>Salix lasiolepis</i>	11	1:1	--	11

<i>Schinus molle</i>	2	1:1	--	2
<i>S. terebenthifolius</i>	7	1:1	--	7
<i>Ulmas parvifolia</i>		1:1		3
<i>Washingtonia robusta</i>	24	1:1	--	24
Minimum Required Escondido Mitigation Tree Plantings				453
Minimum Proposed Landscape Plantings				453
Minimum Proposed Habitat Area Tree Plantings				1,500 to 2,000

¹ Replacement species will be a combination of native oak, sycamore, willow, and cottonwood in the riparian areas and native oak and other landscape trees within the urbanized area of the Project.

² Total replacement trees include coast live oak and other suitable native or ornamental species that would be planted to comply with Section 33-1069 of the City's Municipal Code, as well as trees that would be provided to mitigate habitat impacts as required in mitigation measures Bio-4 and Bio-5.

Source: Dudek 2014

8. **Cul-1** The following mitigation monitoring program shall be implemented to address potential impacts to undiscovered buried archaeological resources within the project site and off site. This program shall include, but not be limited to, the following actions:
 1. Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist has been retained to implement the monitoring program. This verification shall be presented in a letter from the Project archaeologist to the lead agency. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program, including a qualified Native American monitor.
 2. The qualified archaeologist shall attend the pre-grading meeting with the contractors to explain and coordinate the requirements of the monitoring program.
 3. During the original cutting of previously undisturbed deposits, the archaeological monitor(s) shall be on site full-time to perform periodic inspections of the excavations. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and the presence and abundance of artifacts and features.
 4. A Native American monitor shall accompany the archaeologist monitor during all times that the archaeological monitor(s) is on site.
 5. Isolates and clearly non-significant deposits shall be minimally documented in the field so the monitored grading can proceed.
 6. In the event that previously unidentified cultural resources are discovered, the archaeologist shall have the authority to divert or temporarily halt ground disturbance operation in the area of discovery to allow for the evaluation of potentially significant cultural resources. The archaeologist shall contact the City's Project manager at the time of discovery of previously unidentified cultural resources within the project site. The archaeologist, in consultation with the City's Project manager, shall determine the significance of the discovered resources. The City must concur with the evaluation before construction activities will be allowed to resume in the affected area. For significant cultural resources, a Research Design and Data Recovery Program to mitigate impacts shall be prepared by the consulting archaeologist and approved by the lead agency, then carried out using professional archaeological methods. The archaeologist shall contact the County DPR Resource Management Division and County Archaeologist at the time of discovery of previously unidentified cultural resources within off-site construction areas.
 7. If any human bones are discovered, the County Coroner and City shall be contacted. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission (NAHC), shall be contacted in order to determine proper treatment and disposition of the remains.
 8. Before construction activities are allowed to resume in the affected area, the artifacts shall be recovered and features recorded using professional archaeological methods. The archaeological monitor(s) shall determine the amount of material to be recovered for an adequate artifact sample for analysis.
 9. All cultural material collected during the grading monitoring program shall be processed and curated according to the current professional repository standards. The collections and associated records shall be transferred, including title, to an appropriate curation facility meeting the standards

of Title 36 CFR, Part 79, and located within San Diego County, to be accompanied by payment of the fees necessary for permanent curation.

10. A report documenting the field and analysis results and interpreting the artifact and research data within the research context shall be completed and submitted to the satisfaction of the City prior to the issuance of any building permits. The report will include California Department of Parks and Recreation (DPR) Primary and Archaeological Site Forms.
9. **Geo-1** All recommendations contained in the geotechnical feasibility review (Appendix D) shall be incorporated into the Project during construction. These recommendations include the following:
 1. Transition lots shall be undercut at least 3 feet and at least one-third the maximum fill thickness on any lot, such that the ratio of 3:1 (maximum:minimum) fill thickness, or flatter is attained. Cut lots shall also be undercut to mitigate perched water conditions. All undercuts shall be sloped to drain away from the building area.
 2. The fill cap shall extend to at least one foot below the lowest utility invert in street areas to facilitate trenching operations.
 3. For fill slopes descending to property lines, removals shall be completed above a 1:1 projection beginning at the property line, or a point located at least 5 feet laterally from any adjacent street, or any nearby utility. Relatively deep removals adjacent to property line at Lots 3, 4, 43, 44, and Open Space Lot C may necessitate the use of structural setbacks within the building area, or possibly deepened foundations.
 4. Any planned import soil shall be very low to low expansive.
10. **Haz-1** At least 10 days prior to demolition or removal of existing on-site structures, the project applicant shall submit an **Asbestos Demolition or Renovation Operational Plan** (*Notice of Intention*) to the City Community Development Department. This Plan shall be prepared by an asbestos consultant licensed with the California State Licensing Board and certified by the California Occupational Safety and Health Administration to conduct an asbestos inspection in compliance with Asbestos *National Emission Standard for Hazardous Air Pollutants* (NESHAP) requirements. The Asbestos NESHAP, as specified under Rule 40, CFR 61, Subpart M, (enforced locally by the San Diego Air Pollution Control District, under authority, per Regulation XI, Subpart M - Rule 361.145), requires the owner of an establishment set for demolition to submit an **Asbestos Demolition or Renovation Operational Plan** at least 10 working days before **any** asbestos stripping or removal work begins (such as site preparation that would break up, dislodge or similarly disturb **asbestos containing material**.)

Removal of all asbestos-containing material or potential asbestos-containing material on the project site shall be monitored by the certified asbestos consultant and shall be performed in accordance with all applicable laws, including California Code of Regulations, Title 8, Section 1529, Asbestos; OSHA standards; and the San Diego County Air Pollution Control District Rule 361.145, Standard for Demolition and Renovation.

11. **Haz-2** Demolition or removal of existing on-site structures constructed pre-1979 shall be performed by a Certified Lead Inspector/Assessor, as defined in Title 17, CCR Section 35005, and in accordance with all applicable laws pertaining to the handling and disposal of lead-based paint. Lead-based materials exposure is regulated by Cal OSHA. Title 8 CCR Section 1532.1 requires testing, monitoring, containment, and disposal of lead-based materials such that exposure levels do not exceed Cal OSHA standards.
12. **Haz-3** The following mitigation measure addresses contaminated soils and their export off-site.
 1. Prior to issuance of a grading permit the applicant shall prepare a Response Plan in conformance with DTSC standards to address risks associated with the detected concentrations of TPH-DRO and arsenic on the project site. The Response Plan shall be approved by DTSC and submitted to the City prior to the issuance of a grading permit. The Response Plan will include one of the following three remedial methods to reduce impacts to a less than significant level. Remedial Method Options 1, 2 and 3 would require a small amount of soil export amounting to up to approximately 1,353 cubic yards of soil.

Remedial Method Option 1

- a) Remedial Method: Excavation and off-site disposal of TPH-impacted soil, approximately 20 cubic yards; and arsenic-impacted soil (AIS), approximately 1,333 cubic yards.
- b) Overseeing Agencies: California DTSC, along with California Department of Fish and Wildlife (CDFW) and RWQCB for portions of the project site near the creek.

Remedial Method Option 2

- c) Remedial Method: Excavation and off-site disposal of TPH-impacted soil, approximately 20 cubic yards; and excavation and on-site burial of AIS, approximately 1,333 cubic yards.
- d) Overseeing Agencies: DTSC, along with CDFW and RWQCB for portions of the project site near the creek.

Remedial Method Option 3

- e) Remedial Method: Excavation and off-site disposal of TPH-impacted soil, approximately 20 cubic yards; and capping of AIS with 800 cubic yards of soils (therefore, no excavation and off-site disposal of AIS is required). Capping is a process used to cover contaminated soils to prevent the migration of pollutants and is a reliable technology for sealing off contamination from the above-ground environment and significantly reducing underground migration of pollutants away from the site. The cap shall be made of soil native to the site.
 - f) Overseeing Agencies: DTSC, along with CDFW and RWQCB for portions of the project site near the creek.
2. Prior to issuance of a grading permit for the selected remedial method (options 1, 2, or 3), any areas proposed for disturbance on the project site where previous hazardous materials releases have occurred must be mitigated in accordance with the requirements of the overseeing regulatory agency (DTSC, RWQCB or CDFW, as appropriate) for the proposed residential use of the site. All proposed groundbreaking activities within areas of identified or suspected contamination shall be conducted according to a site-specific health and safety plan, prepared by a licensed professional in accordance with California Division of Occupational Safety and Health (Cal OSHA) regulations (contained in Title 8 of the California Code of Regulations) to protect the public and all workers in the construction area prior to the commencement of groundbreaking.
 3. Following completion of the selected remedial method, the project applicant shall seek and obtain written regulatory closure letter from the DTSC specifying that no further action is necessary in regard to the TPH- and arsenic-impacted soil. Overseeing Agencies: DTSC, along with CDFW and RWQCB for portions of the project site near the creek.
 4. The transportation of the exported soil is included as part of the grading activities associated with the Project and is described in Section 4.3.3, Site and Infrastructure Improvements and is addressed in Sections 5.3 Air Quality, 5.11 Noise and 5.14 Transportation and Traffic.
 5. Regarding potential dust migration impacts associated with the excavation, loading and transport of contaminated soils, all trucks transporting soil or waste shall comply with 22 California Code of Regulations (CCR) Part 66263.16, Standards Applicable to Transporters of Hazardous Waste. The following mitigation measures that will be implemented include but are not limited to:
 - a. Dust monitoring shall be conducted during loading of contaminated soil in conformance with the procedures and standards described below under mitigation measure Haz-4.
 - b. Water shall be used for dust suppression, if necessary.
 - c. Transport trucks shall have the contaminated soils loads covered with a retractable during transportation;
 - d. Transport trucks shall have at a minimum one foot of freeboard with the truck is loaded to prevent spillage.
 - e. Standard SWPPP procedures described in Section 5.9.3.1 Issue 1: Water Quality Standards and Requirements shall be implemented to prevent the migration of contaminated soil from the project site, such as installation of devices specially designed to clear tires of sediment and hold it for later cleanout.

6. Potential human health risk mitigation measures would include the installation of soil vapor barriers beneath proposed building structures to prevent soil vapor intrusion if the vapor levels exceed regulatory standards. Additionally, the pockets of soil impacted by petroleum hydrocarbons and/or by heavy metals at concentrations above regional background levels will be mitigated through a removal action with either on-site strategic placement to eliminate the exposure pathway or off-site disposal at a suitable landfill.
 7. The truck haul route for the export of contaminated soils will head north from the project site along Felicita Road to Gamble Lane and then to Interstate 15. The return route would follow the same roadways.
13. **Haz-4** This measure addresses potential health impacts from exposure to contaminated dust during construction, both for workers at the Project and for residents around the Project during construction. This measure would take place during grading activities associated with remediating the contaminated soils on site and it would be monitored by a qualified hazardous materials specialist. The features of the measure are as follows.
1. Remedial excavation work and grading activities will be performed pursuant to a Site Health & Safety Plan developed in accordance with federal law, as set forth at 29 CFR 1910.20 (i.e., the "Hazardous Waste Operations and Emergency Response," also known as the HAZWOPER standard), which requires, among other things, that all personnel dealing with disturbed soil have the training, experience and medical clearance to work on the Project.
 2. Air will be monitored for contaminant concentrations in dust in comparison to action levels based on the Occupational Safety and Health Administration (OSHA) Permissible Exposure Limit (PEL) for arsenic of 0.01 milligrams per cubic meter (mg/m³) and the PEL for trichloroethylene (TCE) of 100 ppm. The Mitigation Report further specifies that arsenic will act as the surrogate for all other particulate exposures because it has the most stringent respirable dust action level of all the potential dust contaminants at the Project and that TCE will act as the surrogate for volatile organic compounds because it is the hazardous constituent potentially present in groundwater at the highest concentration.
 3. In the event the results of ongoing air monitoring indicate contaminant concentrations at least 75 percent of the established Action Levels, developed using the PELs for arsenic and TCE, exposure risks will be controlled through the use of personal protective equipment by workers at the Project to prevent their exposure to these contaminants, which equipment is designed to minimize the risk of exposure of contaminants by the on-site workers.
 4. In addition to the air monitoring performed during earth movement activities within the areas in which on-site workers may inhale airborne dust, air monitoring will also be performed downwind of the earth movement activities – at the boundaries of the Project. The monitoring results will be compared to exposure limits and site-specific health-based air action levels developed in consideration of the characteristics of the soils that will be disturbed at the Project (see Mitigation Report attached to the Final EIR as Appendix I-3 at pp. 2-3 and Tables 1-2), in order to determine whether mitigation measures (set forth in section (5), immediately below) are warranted; and
 5. If, during the excavation activities, monitoring results indicate contaminant levels that are 75 percent or more of the lowest identified fugitive dust health-based air action level derived (as specified above), the following dust mitigation measures will be employed:
 - a. Water (or another non-hazardous agent) will be applied to exposed soil to prevent dust migration from arising during earth movement activities (e.g., excavation and/or grading);
 - b. Water will be applied to stockpiled soil, which will also be covered with plastic sheeting to prevent dust migration; and

During periods of high wind (i.e., instantaneous wind speeds exceeding 25 miles per hour as measured by an anemometer), earth movement activities will be discontinued until wind speeds decrease to speeds less than 25 miles per hour. The 25 mile per hour standard is set forth at page 403-3 of the South Coast Air Quality District (SCAQMD) Rule 403 and was selected as the nearest applicable standard (because San Diego County does not have published standards regarding maximum wind speeds). SCAQMD Rule 403 is available at the following address: <http://www.aqmd.gov/search?q=Rule 403>

14. **Haz-4a** As required by the DTSC, the applicant will include a deed restriction on the title for the Project that prohibits the use of groundwater at the project site for any purpose including, without limitation, any extraction of groundwater.
15. **Haz-5** Prior to the start of construction, the construction contractor shall notify the Escondido Police Department of the location, timing and duration of any lane closure(s) on Felicita Road, or any other road in the project area, due to project construction activities. If determined necessary by the Police Department, local emergency services, including the Escondido Fire Department and appropriate ambulance services, shall also be notified of the lane closure(s).
16. **Hydro-1** A Letter of Map Revision (LOMR) certifying that all houses within the Project been elevated above the base flood level of the 100-year floodplain is required from the Federal Emergency Management Agency. The Project is required to model storm water flow through the channel system as part of final Project engineering to meet FEMA requirements.
17. **Hydro-2 Impervious Cover on Homeowners Lots** - The sizing for the on-site bio retention/detention basins have been calculated based on 50% impervious surface for each lot and 100% impervious for streets and fire access. The actual impervious area installed by the builder on each lot has been calculated to be an average of approximately 34%, leaving 2,053 square feet available to each homeowner to install additional impervious hardscape or impervious structural improvements on their property. The builder will be required to provide a disclosure to all homebuyers informing purchasers of this limitation. Prior to issuance of grading or building permits for improvements by a future homeowner, the landscape or architectural consultant to the HOA shall provide an area calculation of all impervious surfaces (excluding water surface area in pools) that have been installed on the property since the initial purchase date from the builder plus the additional impervious area proposed by the homeowner. This calculation shall be provided to the City of Escondido Planning Division with the plans at the time of permit application for their approval to ensure consistency with this mitigation measure and the project conditions of approval.
18. **Noi-1 Limit Vibration-generating Equipment.** The construction contractor shall not operate a vibratory roller, or equipment with the potential to result in an equivalent level of vibration, within 75 feet of any residence.
19. **Noi-2** The construction contractor shall implement a noise mitigation plan to ensure that construction noise levels will not exceed an hourly average noise level of 75 dBA at any residence. The plan shall be verified by a qualified acoustical engineer and be subject to approval by the City Engineer. Measures to be included in the plan shall include the following, as necessary, to achieve compliance with the City's noise ordinance for construction within 140 feet of an off-site residential lot:
 1. Equipment and trucks used for Project construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds).
 2. Construction contractors shall use "quiet" gasoline-powered compressors or other electric-powered compressors, and use electric rather than gasoline or diesel powered forklifts for small lifting.
 3. Stationary noise sources, such as temporary generators, shall be located as far from nearby receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.
 4. Temporary plywood noise barriers eight feet in height shall be installed as needed around the construction site to minimize construction noise to 75 dBA as measured at the applicable property

lines of the adjacent uses, unless an acoustical engineer submits documentation that confirms that the barriers are not necessary to achieve the attenuation levels.

Planning Division Conditions

Tentative Map

1. This approval is subject to the parcels annexing into the City of Escondido. The proposed annexation shall be recorded prior to recordation of the final map or issuance of any City permits for the project.
2. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when permits are issued, including any applicable City-Wide Facilities fees.
3. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department.
4. If blasting is required, verification of a San Diego County Explosives Permit and a copy of the blaster's public liability insurance policy shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
5. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
6. All new utilities shall be underground.
7. The City of Escondido hereby notifies the applicant that State Law (SB 1535) effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to "County Clerk", in the amount of \$3,119.75 for a project with an Environmental Impact Report. These fees include an authorized County administrative handling fee of \$50.00. Failure to remit the required fees in full within the time specified above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Wildlife filing fee payment, 2) a receipt or other proof of payment showing previous payment of the filing fee for the same project, or 3) a completed form from the Department of Fish and Wildlife documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filing fee is not paid for a project, the project will not be operative, vested or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code).
8. Prior to issuance of a grading permit, the emergency access road width, pavement and gate specifications shall be reviewed and approved by the Fire Department.
9. All project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.

10. Three copies of a revised Tentative Map, reflecting all modifications and any required changes shall be submitted to the Planning Division for certification prior to submittal of grading plans, landscape plans and the final map.
11. All residential lots shall meet the minimum 10,000 SF lot area and 80-foot average lot width requirements of the Master Development Plan. In no event shall the reduction of lot sizes for this clustered residential development exceed the amount of open space area within the development. Conformance with these requirements shall be demonstrated on the Tentative Map submitted for certification, the grading plan and final map. Non-compliance with these minimum standards will result in revisions to the map.
12. No street names are established as part of this approval. A separate request shall be submitted prior to final map.
13. Two exemptions from the Grading Ordinance are approved as part of this project. Grading Exemption No. 1 is a proposed 2:1 cut slope up to 35 feet in height on Lots 4-9 where the Grading Ordinance permits a 20-foot-high cut slope. Grading Exemption No. 2 is a proposed 2:1 combination cut/fill slope up to 17 feet in height between Lot 3 and Lot "C" where the Grading Ordinance permits a 10-foot-high fill slope.
14. Prior to recordation of the final map or issuance of a grading permit, two copies of the CC&Rs shall be submitted to the Planning Division for review and approval. The CC&Rs shall contain provisions for the maintenance of any common landscaping (including landscaping in the public right-of-way fronting the project), open space, fences/walls, emergency access roads, detention basins, common drainage facilities, fuel modification zones, etc. to the satisfaction of the Planning and Engineering Divisions. Other conditions of approval identified for inclusion into the CC&Rs shall be included to the satisfaction of the Planning Division. A review fee established in the current fee schedule shall be collected at the time of submittal.
15. This Tentative Subdivision Map and Planned Development shall expire three years after the date of final approval if a final map has not been approved or an extension of time has not been granted. The life of the associated project entitlements shall run concurrently with the life of the Tentative Map.
16. Prior to issuance of a grading permit, the applicant shall provide evidence to the Planning Division indicating the Department of Toxic Substances Control has approved a "Response Plan" for the remedial work necessary to address contaminants in the soil at the project site.
17. Prior to issuance of grading or building permits, the applicant shall record a deed restriction over the entire project site that prohibits the use of groundwater on the project site for any purpose, including without limitation any extraction of groundwater.
18. Prior to the recordation of the final map, the applicant shall submit to the City for review and approval a standalone homebuyer disclosure providing the homebuyer clear and concise notice of the maximum allowable impervious area on their lot as part of the home purchase process. Prior to issuance of building permits for the final phase, the homebuilder shall provide signed copies of the disclosure statements for all lots in previous phases to the Planning Division.
19. Prior to issuance of building permits, the applicant shall record a deed restriction on all residential lots within the development that prohibits any future property owner from installing more than the maximum allowable impervious surface area (anticipated to be 2,053 square feet, but will be re-confirmed during final engineering). This restriction against installing more than the maximum allowable impervious area shall be incorporated into the CC&Rs as well.
20. The CC&Rs shall set forth requirements for the HOA to review and approve all homeowner landscape and hardscape plans to ensure compliance with the maximum impervious area parameter and the approved Fire Protection Plan. Such review and approval process shall be conducted by a licensed

landscape architect or licensed architect hired by the HOA. Such plans shall clearly notate in schedule form the square footage of existing hardscape and hardscape proposed to be added so as to demonstrate that it does not exceed the maximum impervious area allowed on the lot. The water surface area for swimming pools and other water features shall not count towards impervious areas since they do not contribute runoff.

21. Street lights are to be installed in conformance with the street lighting plan which is illustrated and textual described in Attachments B and C of Appendix A Specific Alignment Plan Analysis of the Final EIR to the satisfaction of the City Engineer. Some of the key features of the lighting plan shall include decorative light fixtures that have the International Dark Sky Association "Fixture Seal of Approval." Street light spacing on Felicita Road will be similar to that of the City standards with light fixtures installed only on the project side of the street. No street light fixtures will be installed on the western side of Felicita Road or northern side of Hamilton Lane so as to avoid any conflict with existing improvements located on neighbors' property.
22. Street improvement plans for Felicita Road shall include the features identified in the traffic calming plan which can be found in Appendix O-1 Traffic Impact Analysis in the Final EIR to the satisfaction of the City Engineer.
23. The final map shall include a conservation easement over the biological open space lots. The HOA shall be responsible to contract with a qualified biologist/resource manager to oversee management of these areas.

Preliminary, Master and Precise Development Plan

1. The Project includes a Fire Protection Plan which is found in Appendix J of the Oak Creek Final EIR and describes the wildland fire resistance features incorporated into the project. The key fire resistance features incorporated into the project are listed below:
 - a. Any structure or landscape item in the designated Fuel Modification Zone areas must be constructed from non-combustible materials such as stone, steel, or heavy timber/pre-treated, fire retardant wood. HOA must enforce as part of the CC&Rs, a landscape plan review process for a formal landscape improvement plan submittal and approval by a licensed landscape architect to ensure that plant palette and non-combustible materials are employed within the designated Fuel Modification Zones.
 - b. Fuel modification for common area lots will be pre-designed and installed by the project developer. For private lots, landscape plans for front, side, and rear yards for the entire project will need to be approved by the HOA landscape committee through a formal process prior to any landscape improvement work by a homeowner.
 - c. Designated Fuel Modification Zones that include rear and side-yard areas (outside house setback envelopes) will be inspected annually by the landscape committee and/or Escondido Fire Department for conformance with the requirements provided in the project's Fire Protection Plan. CC&R's shall include this language so that homeowners acknowledge this provision.
 - d. External dryer vents will be baffled or fitted with ember resistant mesh.
 - e. Exposed wood, including fascia and architectural trim boards, will not be allowed on the side of structures facing the wildland fuels unless considered "heavy timber" or beams with a minimum nominal dimension of 4 inches.
 - f. No combustible fences will be allowed in the Fuel Modification Zone areas. Fences using fire retardant treated wood products will be subject to approval of the Escondido Fire Department.
 - g. Heat deflecting landscape walls will be provided for all structures that abut the on-site riparian restoration areas as shown on the plan for the Oak Creek Fuel Management Zones.
2. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

3. All exterior residential lighting shall conform to the requirements of Article 35 (Outdoor Lighting) of the Escondido Zoning Code. All residential outdoor lighting shall be provided with appropriate shields to prevent light from adversely affecting adjacent properties.
4. The project shall be developed with the unit mix and location of proposed units as identified on the Preliminary Plotting Plan. Deviations from the Preliminary Plotting Plan may be approved on a case-by-case basis by the Director of Community Development.
5. Colors, materials and design of the project shall be in substantial conformance with the plans/exhibits and details in the staff report to the satisfaction of the Planning Division.
6. Setbacks for residential structures and accessory structures shall be required as described in the Details of Request section of the staff report and as illustrated on the Planned Development Permit Site Plan. California rooms provided as an option by the builder must meet the rear yard setback. Open-sided structures, such as patio covers, gazebos, outdoor kitchens and fireplaces may encroach 15 feet into the rear yard setback. Room additions and enclosed structures may encroach 10 feet into the rear yard setback. Attached or detached accessory structures and room additions within the rear yard setback shall be limited to one-story and shall not include second-floor decks or balconies. Swimming pools, spas and associated equipment shall not be permitted in the front yard and must be located at least five feet from side and rear property lines.
7. Exterior stairways for the Plan 1X shall be required to meet all building setbacks required for the primary structure.
8. A minimum 15' separation between homes shall be maintained at all times.
9. The administrative adjustment process administered by the Planning Division may be utilized by homeowners to request encroachments into setback areas up to 25% of the required setback.
10. Guest homes shall not be permitted within this development.
11. Prior to issuance of building permits for the first phase, the applicant shall submit a complete design review package to the Planning Division for the entry guardhouse, entry monumentation and gates, and project identification signage.
12. Project identification signs shall be permitted in the locations shown on Sheet L-4 of the Overall Fence and Wall Exhibit. No signage is approved as part of this permit. A separate sign permit shall be required prior to the installation of any signs.
13. The proposed six-foot-high heat deflecting landscape walls shown on the fencing plan adjacent to the fuel modification zones shall be constructed of masonry or some other opaque fire resistive material to the satisfaction of the Planning Division and the Fire Department. Glass shall not be permitted for these walls unless the glass has been modified to prevent bird collisions using materials recommended by the American Bird Conservancy or approved equal to the satisfaction of the Planning Division.
14. Prior to issuance of a building permit for Lot 55, which is located approximately 110 feet from the Felicita Road centerline, an interior noise analysis shall be submitted to the Planning and Building Divisions to include the implementation of noise attenuation measures to reduce interior noise levels to 45 dBA. Building plans for Lot 55 shall include the noise attenuation construction features identified in the noise analysis prior to approval of a building permit for that lot.
15. Perimeter fuel modification areas shall be implemented and approved by the Escondido Fire Department prior to combustible materials being brought on the site.

16. As proposed by the applicant in the Oak Creek Project Final EIR, in response to neighborhood concerns the applicant shall purchase agricultural mitigation credits from either a California land trust, authorized to accept grants by the Department of Conservation's California Farmland Conservancy Program, or the San Diego County Purchase of Agricultural Conservation Easement (PACE) Program Mitigation Bank, in an amount sufficient to acquire an agricultural conservation easement over land of annual economic productivity equal to that of the 25.1 acres lost through the development of the Project. As an example, if the annual economic productivity of the 25.1 acres lost through the development of the Project is \$100,000 and the annual economic productivity of an acre of land subject to a California land trust or the PACE Program is \$20,000, then the applicant shall purchase five mitigation credits from the land trust or the PACE Program Mitigation Bank. Verification of a qualifying credit purchase shall be provided to the Planning Division prior to issuance of a grading permit.

Landscaping Conditions

1. The landscaping for the proposed development will be implemented in a manner consistent with the project's planting plan as illustrated in Appendix P Planting Plan – Reduced Residential Footprint Alternative in the Final EIR to the satisfaction of the Planning Division. All landscaping proposed within fuel modification zones shall be consistent with the Fire Protection Plan for the project (Final EIR Appendix J).
2. *If the proposed rehabilitated landscaping totals 2,500 SF or more, or new landscaped areas total 500 SF or more, a Landscape Documentation Package shall be prepared by, or under the supervision of, a licensed design professional and shall conform to the Escondido Zoning Code, Article 62 and the California Department of Water Resources Model Water Efficient Landscape Ordinance (MWELO). The plans shall indicate any existing trees or landscaping that is to remain as well as new landscape areas.*
3. Prior to issuance of building permits for the second residential phase, all habitat restoration, detention basin and perimeter landscaping shall be installed. Slope and interior street landscaping shall be installed commensurate with each phase of the development. All vegetation (including existing vegetation to be retained) shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition.
4. Five copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of grading or building permits, and shall be equivalent or superior to the planting plan attached as an exhibit to the satisfaction of the Planning Division. A plan check fee based on the current fee schedule will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code. The plans shall be prepared by, or under the supervision of a licensed landscape architect.
5. The project landscape plan and individual homeowner landscape plans for fuel modification areas shall be prepared in accordance with the concept plans provided with the project and the following criteria listed in the Fire Protection Plan for the project (Final EIR Appendix J) to the satisfaction of the Fire Department and the Planning Division:
 - a. Non-fire resistive trees (including conifers, pepper trees, eucalyptus, cypress, Washingtonia palms and acacia species), shall not be planted on this site. All fire resistive tree species (many species including oak) shall be planted and maintained at a minimum of 10 feet from the tree's drip line to any combustible structure.
 - b. For streetscape plantings, fire resistive trees can be planted 10 feet from edge of curb to center of tree trunk. Care should be given to the type of tree selected, that it will not encroach into the roadway, or produce a closed canopy effect.

- c. Limit planting of large unbroken masses especially trees and large shrubs. Groups should be two to three trees maximum, with mature foliage of any group separated horizontally by at least 10 feet, if planted on less than 20% slope, and 20 feet, if planted on greater than 20% slope.
 - d. If shrubs are located underneath a tree's drip line, the lowest branch should be at least three times as high as the understory shrubs or 10 feet, whichever is greater.
 - e. Existing trees can be pruned 10 feet away from roof, eave, or exterior siding, depending on the tree's physical or flammable characteristics and the building construction features.
 - f. All tree branches shall be removed within 10 feet of a fireplace chimney or outdoor barbecue.
6. The installation of the common area and right-of-way landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
 7. Street trees shall be provided along each of the site's street frontages, in conformance with the project planting plan and the City of Escondido Street Tree List. Trees within five feet of the pavement shall be provided with root barriers.
 8. Street trees shall be permitted in roadside fuel management zones provided the following standards are maintained by the HOA.
 - a. Crowns of trees located within defensible space shall maintain a minimum horizontal clearance of 10 feet for fire resistant trees. No non-fire resistive trees will be allowed.
 - b. Mature trees shall be pruned to remove limbs one-third the height or 6 feet, whichever is less, above the ground surface adjacent to the trees.
 - c. Dead wood and litter shall be regularly removed from trees.
 - d. Ornamental trees shall be limited to groupings of 2-3 trees with canopies for each grouping separated horizontally as described in Table 4907.3 from Escondido Fire Code.
 9. Prior to issuance of building permits, all fuel modification zones required to be maintained by the HOA shall be permanently marked at the property line to delineate the zones and aid ongoing maintenance activities that will occur on site.
 10. The CC&Rs for the proposed development shall require that the homeowner landscape installation on residential lots must be completed within six (6) months of close of escrow.
 11. The builder will be responsible for providing initial stabilization of the front yards, using hydro-seed and the homeowner shall be responsible for maintaining the method of stabilization through the completion of landscape improvements installed by the homeowner.

Fire Department Conditions

Fire Protection Systems

1. NFPA 13 NFPA 13R NFPA 13D **automatic fire sprinkler system** will be required.
2. Sprinklers will be required on all overhangs exceeding four feet.
3. Fire hydrants capable of delivering 1,500 GPM 2,500 GPM at 20 PSI residual pressure are required every 500 feet 300 feet other

Access

4. Access roads exceeding 20% slope are not allowed. Access roads over 15% slope require fire sprinkler systems in the served homes. Homes with driveways exceeding 15% will require Portland cement with rake or broom finish.
5. Dead-end roads over 600' (urban) and 800' (rural) require a secondary access.
6. Driveways serving three or more homes are considered access roads and must be a minimum of 24' wide. (Engineering may require a minimum width of 28')
7. Speed humps/bumps will not be allowed.
8. Access roads serving a single-family home must have a paved driveway within 150 feet of the furthest point of the structure and must be a minimum of 16-feet wide (Escondido Ordinance 2011-03 (RR) Section 503.2.1).
9. Dead-end access roads and driveways over 150' and/or exceeding 15% slope require a Fire Department turn-around and may require a turn-out near the mid-point.
10. Minimum radius for a cul-de-sac is 36 feet.
11. All-weather paved access, able to support the weight of a fire engine (75K lbs.) and approved fire hydrants must be provided prior to the accumulation of any combustible materials on the job site (Escondido Ordinance 2011-03 (RR) Section 503.2.1).
12. All gated entrances must be equipped with electric switches accessible from both sides and operable by dual-keyed switches for both fire and police. Electric gates must be operable by Fire Department strobe detectors, Opticom and Knox switches and allow free exiting. A funding method to provide ongoing maintenance of fire lanes, electric gates, and other fire & life safety requirements **must** be provided for in the CC&Rs and/or the Association, to the satisfaction of the Fire Department. A responsible property manager must be easily accessible to the Fire Department.
13. A 28' inside turning radius will be required on all corners.
14. Must maintain a minimum required access width of 28' to allow for on-street parking, loading and unloading of vehicles and still provide clear and unobstructed emergency vehicle access. One side to be marked as "FIRE LANE" (must meet Escondido Fire Department standards).
15. 13 feet 6 inches of vertical clearance must be provided in all access and driveway areas. Trees that obstruct the vertical clearance or access width must be trimmed or removed and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted.
16. Red curbs with 4" white lettering, "NO PARKING FIRE LANE" signs are required in 24'-wide access areas and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted to the Escondido Planning Division. "FIRE LANE" signs and red curbs must meet specifications of the Escondido Police Department.
17. The Fuel Modification Zones must be permanently marked and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted to the Planning Division.
18. Hose pull lengths shall be limited to a maximum of 150 feet to the furthest point of the residence and shall be shown on the building plans to the satisfaction of the Fire Department.

19. Homes located in or adjacent to a very high fire severity zone will require enhanced building construction as noted below.

To mitigate for the reduction of a 100' fuel modification zone, the following conditions are required and must comply with CBC 2010, Chapter 7A:

- a. Exterior windows, window walls, glazed doors, and glazed openings within exterior doors must be insulating-glass units with a minimum of one tempered pane, or glass block units, or have a fire resistance rating of not less than 20 minutes when tested according to ASTM E 2010. Skylights must be tempered glass or a Class "A" rated assembly.
- b. Roofs must have a Class A roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the spaces must be constructed to prevent the intrusion of flames and embers, be fire stopped with approved materials or have one layer of No. 72 cap sheet installed over the combustible decking.
- c. Exterior wall surfaces shall comply with provisions of the 2010 C.B.C. and the following requirements: the exterior wall surface shall be of a non-combustible material. In all construction, exterior walls are required to be protected with 2-inch nominal solid blocking between rafters at all roof overhangs, or in the case of enclosed eaves, terminate at the enclosure.
- d. Roof and attic vents, when required by Chapter 15 of CBC, must resist the intrusion of flame and embers into the attic area of the structure, or must be protected by corrosion-resistant, non-combustible wire mesh with ¼-inch (6mm) openings or its equivalent. Vents must not be installed in the eaves and cornices. Eaves and soffits must be protected by ignition-resistant materials or noncombustible construction on the exposed underside.
- e. Exterior door assemblies must be of approved non-combustible construction, solid-core wood having stiles and rails not less than 1 ⅜" thick with interior field panel thickness of no less than 1 ¼" or have a fire protection rating of not less than 20 minutes when tested according to ASTM E 2074. Windows within doors and glazed doors shall comply with the above glazing requirements (CBC 708A.3).
- f. Paper-faced insulation shall be prohibited in attics and ventilated spaces.
- g. Gutters and downspouts shall be constructed of non-combustible material. Gutters must be designed to reduce the accumulation of leaf litter and debris that contribute to roof edge ignition.
- h. Fencing attached to or immediately adjacent to structures which face wildland fuels must have the first five feet constructed of non-combustible heavy timber, or fire retardant pressure-treated wood or materials.
- i. Exterior balconies, carports, decks, patio covers, unenclosed roofs and floors, and other similar architectural appendages and projections where any portion of such surface is within 10 feet of the primary structure, must be of non-combustible construction, fire retardant treated wood, heavy timber construction, or one-hour fire resistive construction.

**ENGINEERING CONDITIONS OF APPROVAL
ESCONDIDO TRACT NUMBER SUB 13-0002
(Revised Conditions in Italic)**

GENERAL

1. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of the Final Subdivision Map.
2. Building Permits for model homes may be issued prior to recordation of Final Map provided that 1) adequate securities are provided for demolition and removal of the model units that will be required if the map is not recorded, and 2) other conditions required for building permit issuance are met. Bonding for building demolition and removal may be included in the Grading and Private Improvements bonds.
3. The project owner will be allowed to submit project final plans and map for plan check by the City prior to annexation of the project.
4. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
5. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
6. The engineer shall submit to the Planning Department a copy of the Tentative Map as presented to the Planning Commission and the City Council. The Tentative Map will be signed by the Planning Department verifying that it is an accurate reproduction of the approved Tentative Map and must be included in the first submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be designed and constructed to City Design Standards and as specified by the approved Specific Alignment Plans for Felicita Road, Hamilton Lane and the Subdivision Tentative Map. Private Streets shall be designed and constructed in accordance with the City Design Standards and any modifications to the standards shall be in conformance with the approved Tentative Subdivision Map and the project master development plans. The project offsite improvements within the County shall be designed and constructed in accordance with the County requirements.
2. The developer shall construct street improvements in accordance with the approved Specific Alignment Plans and Subdivision Tentative Map, including but not limited to, roadway removal and reconstruction, curb & gutter, sidewalk, street lights, street trees, signing and striping on the following streets:

<u>STREET</u>	<u>CLASSIFICATION</u>
Felicita Road	Specific Alignment Plan
Hamilton Lane	Specific Alignment Plan Modified Local Collector (Felicita Road to Miller Ave.)

	Local Collector (Miller Ave. to easterly boundary of 2422 Hamilton Ln)
Miller Avenue	Residential (City/County)
Interior Streets	Modified Private Residential (32'wide, rolled curbs, sidewalk on one side and modified street lighting and spacing)
Project Entry	Modified Private Residential (variable width with sidewalk on one side and center median and modified street lighting)

3. Street lighting for Felicita Road, Hamilton Lane and internal streets shall be in accordance with the approved Specific Alignment Plans and Subdivision Tentative Map.
4. The developer shall be responsible for improvement of intersection of Felicita and Hamilton to allow for a 4-way stop control to the satisfaction of the City Engineer.
5. The developer shall be responsible for design and construction of Felicita Avenue, between Hamilton Lane and Clearance Lane in accordance with the approved Specific Alignment Plan/Traffic Calming Plan to the satisfaction of the City Engineer.
6. Public Utilities Easement access road improvements and easement and improvements shall be in accordance with the requirements of the Utilities Engineer.
7. Cul-de-sacs "A" and B" shall be provided with Fire Department approved gates at the ends.
8. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved roadways and traffic related improvements on and off site. The developer will be responsible for removal of all existing signing and striping and construction of all new signing and striping to the satisfaction of the City Engineer.
9. Adequate horizontal sight distance shall be provided at project entrance on Felicita Road in accordance with the requirements of the City Engineer.
10. The address of each dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer and Fire Marshal.
11. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report and on the grading plan, that he/she has reviewed the grading and retaining wall design and found it to be in conformance with his or her recommendations.
2. Grading Permit shall not be issued for the project until a Conditional Letter of Map Revision (CLOMR) is issued by the FEMA. After FEMA issuance of CLOMR, and annexation of the project site, Grading

Permit could be issued prior to approval of the Final Map, upon completion of the following requirements:

- a) City Engineer and Planning Director completion of the review of Grading & Erosion Control, Drainage, Water Quality Technical Report (WQTR) and Landscaping & Irrigation Plan; b) Compliance with all Planning requirements related to project Grading; c) Post bonds and fees for Erosion Control, Grading, Drainage, Landscaping & Irrigation
2. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical Report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings.
3. Cut slope setbacks must be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
4. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
5. A General Construction Activity Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one (1) or more acres.
6. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
7. Unless specifically permitted to remain by the County Health Department, any existing wells within the project shall be abandoned and capped, and all existing septic tanks within the project shall be pumped and backfilled per County Health Department requirements.
8. Prior to approval of final plans, the developer will be required to obtain permission from adjoining property owners for any off-site street improvements, grading and slopes necessary to construct the project and/or the required improvements.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on the approved drainage study prepared by the Developer's engineer.
2. Portions of the project lie within the 100-year flood zone as designated on current flood insurance rate maps. All proposed development within these zones shall conform to the City's Floodplain Ordinance. A Conditional Letter of Map Revision (CLOMR) shall be issued by the Federal Emergency Management Agency (FEMA) prior to Grading Plan approval. A Letter of Map Revision (LOMR) shall be issued by FEMA prior to final occupancy of any unit, unless the developer provides the City Engineer satisfactory documentation that all grading has been completed in accordance with the CLOMR prior to occupancy. The developer shall be responsible for payment of any flood insurance that may be required until the LOMR is approved by FEMA.
3. *A Final Storm Water Quality Management Plan(SWQMP) in compliance with City's latest adopted Storm Water Standards (2015 BMP Manual) shall be prepared for all onsite and newly created impervious frontage and required offsite improvements and submitted for approval together with the final improvement and grading plans. The Storm Water Quality Management Plan shall include hydro-*

modification calculations, treatment calculations, post construction storm water treatment measures and maintenance requirements.

4. All onsite drainage system, storm water treatment and retention facilities and their drains including the bio-retention basins shall be maintained by home owners' association. Provisions stating this shall be included in the CC&Rs.
5. The developer will be required to submit a signed, notarized and recorded copy of Storm Water Control Facility Maintenance Agreement by the home owners' association to the City Engineer. This Agreement shall be referenced and included in the CC&Rs.
6. All storm drain systems within the project are private. The responsibility for maintenance of these storm drains shall be that of the home owners' association. Provisions stating this shall be included in the CC&Rs.

WATER SUPPLY

1. Fire hydrants together with adequate water supply shall be installed at locations approved by the Fire Marshal.
2. This project is located within Rincon Del Diablo Water District. The developer shall coordinate all water related improvements for the project with Rincon staff. Approved water improvement plans for the project shall be submitted to the City Engineer prior to approval of grading or improvement plans by the City.

SEWER

1. Sewer improvements for the project shall include design and construction of all internal public sewer system and connection to public sewer along project frontages at project boundaries as determined by the Utilities Engineer. In addition, developer shall provide stub-outs at two locations each extending from the end of the cul-de-sacs adjacent to Hamilton Lane out to the public right of way to the satisfaction of the Utilities Engineer.

CC&R's

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&R's for maintenance by the home owners' association of all, lightings, signing and striping, parkway landscaping and irrigation, storm water treatment basins and facilities, sewer laterals, common open spaces, public utilities easement area and emergency access road and internal streets. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. CC&R shall make provisions for maintenance frontage landscaping, irrigation, fencing, retaining walls and street lightings along project frontage on Felicita Road, Hamilton Lane and Miller Avenue by the home owners' association. CC&R should include provisions for maintenance of non-contiguous sidewalk along project frontage on Hamilton Lane by the home owners' association.
4. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Water Quality Technical Report for the project.
5. The CC&R's must state that the home owners' association assumes liability for damage and repair to City utilities in the event that damage is caused by the Property Owners' Association when repair or replacement of private utilities is done.

6. The CC&R's must state that (if stamped concrete or pavers are used in the private street) the home owners' association is responsible for replacing the pavers and/or stamped concrete in kind if the City has to trench the street for repair or replacement of an existing utility.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. The developer shall make all necessary dedications for public rights-of-way for public streets or public utilities and emergency access easements for the private streets according to the following street classifications.

<u>STREET</u>	<u>CLASSIFICATION</u>
Felicita Road	Specific Alignment Plan
Hamilton Lane	Specific Alignment Plan Modified Local Collector (Felicita Road. to Miller Ave.) Local Collector (Miller Ave. to easterly boundary of 2422 Hamilton Ln)
Miller Avenue	Residential (City/County)
Interior Streets	Modified Private Residential per Tentative Map
Project Entry	Modified Private Residential per Tentative Map

2. Necessary right-of-ways, public utilities and emergency access easements shall be granted on the Final Map.
3. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
4. The developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.
5. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.

REPAYMENTS, FEES AND CASH SECURITIES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be \$100,000.
2. The developer shall be required to pay all development fees, including any repayments in effect prior to approval of the Final Subdivision Map. All development impact fees are paid at the time of Building Permit.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the subdivision boundary or along frontage of the fronting streets shall be relocated underground as required by the Subdivision Ordinance. The developer will not be responsible for undergrounding of overhead utilities on the other side of the fronting streets.
2. All new dry utilities to serve the project shall be constructed underground.
3. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

EXHIBIT "B"

**FINDINGS OF FACT/FACTORS TO BE CONSIDERED
SUB 13-0002, PHG 13-0017, ENV 13-0006**

Tentative Subdivision Map

1. The proposed tentative map with a density of 1.75 du/ acre (proposed 65 dwelling units) is consistent with the applicable General Plan land use designation of Estate II, 2.0 du/ac, maximum yield of 74 units based on site-specific slope conditions.
2. The site is physically suited for this type of development, which will be pre-zoned to be Planned Development and the proposed project would be consistent with the development standards of the Residential Development policies and goals in the General Plan.
3. The design of the tentative map and proposed improvements are not likely to cause substantial environmental damage or injury to fish, wildlife, or their habitat and approximately 13.93 acres will be permanently preserved as biological open space.
4. The design of the tentative map and the type of improvements are not likely to cause serious public health problems since city water and sewer facilities exist in the area or will be provided to the site, and the project proposes street improvements and traffic calming features.
5. The design of the subdivision map and the type of improvements will not conflict with existing easements of record, or easements established through court judgments or acquired by the population at large, for access through, or use of, property within the proposed subdivision map. Otherwise, the project design reflects all existing easements.
6. The requirements of the California Environmental Quality Act have been met since it was found that the project will not have a significant effect on the environment that cannot be mitigated to a less than significant impact, as demonstrated in the Oak Creek Project Final Environmental Impact Report.
7. No new environmental documentation is required prior to approval of the extension of time because all potentially significant effects (a) have been adequately analyzed in an earlier EIR pursuant to applicable legal standards and (b) have been avoided or mitigated pursuant to that earlier EIR and the project's original conditions of approval. Therefore, the previously adopted FEIR is sufficient and, pursuant to State CEQA Guidelines Section 15162 which identifies the requirements for which subsequent analysis is required, no further environmental review is required.
8. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code will be obtained prior to recordation of the map.

Annexation:

1. The proposal conforms to the annexation policies established in the Escondido General Plan Land Use and Community Form Element that are intended to guide development to meet present and future needs, achieve a vibrant community, and enhance the character of Escondido.
2. The property to be annexed is in the Escondido Sphere of Influence area and the property owners desire to annex into the city.
3. The reorganization includes annexation to the City of Escondido and detachment from County Service Area No. 135 (Regional Communications). The site will also be excluded from the Rincon Municipal Water District -Improvement District "E" for fire services and the two remainder lots within

the panhandle will be included within the Rincon Del Diablo Municipal Water District- Improvement District "I" for water service. The actions involving the improvement districts are subject to approval by Rincon Water.

4. The City of Escondido already provides fire and emergency response to the proposed annexation territory. The City would provide sewer service rather than private septic systems. The City of Escondido Police Department, which already patrols the general area and works cooperatively with the Sheriff, would assume responsibility for law enforcement. Annexation would allow the City to increase their road maintenance responsibility. The annexation would not introduce new service providers to the area or become a departure from the existing pattern of service delivery in this portion of Escondido.

Prezone:

1. The project site is proposed to be pre-zoned to Planned Development - Residential 1.75 (PD-R 1.75) and the Chalice Unitarian Universalist Congregation Property is proposed to be pre-zoned to Residential Estates- 20,000 square foot minimum lot size (RE-20), both of which are consistent with the Escondido General Plan designation of Estate II (up to 2 dwelling units per acre) and would allow for project development. The Planned Development is conditioned on the approval and recordation of the proposed annexation.
2. The public health, safety and welfare will not be adversely affected by the proposed change because the zoning will be consistent with the existing Estate II General Plan designation on the subject properties and the primary use of the Chalice Unitarian Universalist Congregation property will remain unchanged.
3. The properties involved are suitable for the uses permitted by the proposed zone since the permitted use on the proposed development site will be the same single-family residential use permitted by the previous County zoning and the primary use of the Chalice Unitarian Universalist Congregation property will remain unchanged. In addition, the proposed density is consistent with surrounding residential development.
4. The proposed project would be consistent with the development standards of the Escondido Zoning Code and the General Plan designation and policies. Using the Planned Development process allows flexibility, if necessary, to achieve the basic public purposes of the Escondido General Plan and Zoning Code; to enhance the appearance and livability of the community; to promote and create public and private open space as an integral part of the proposed project design; and, to enhance and preserve the site and its topography and landscape features.
5. The landscape and character of the project would reinforce the community character of the surrounding neighborhoods with frontage improvements that would be well integrated into its surroundings, since excessive grading would not be required; the new structures would incorporate compatible and integrated architecture, materials and colors; the project would not be visually obstructive or disharmonious with surrounding areas; or harm protected views from adjacent properties.
6. The proposed project will restore, enhance, and maintain the existing creek including a buffer, and establish the area adjacent to the seasonal pond as an amenity which is accessible to the public.

Preliminary, Master and Precise Development Plan

1. The location, design and density of the proposed residential development is consistent with the goals and policies of the Escondido General Plan. The proposed project would not diminish the Quality-of-Life Standards of the General Plan as the project would not materially degrade the level of service on adjacent streets or public facilities, create excessive noise, and adequate on-site parking, circulation and public services could be provided to the site.

2. The proposed location and design of the development allows it to be well integrated with its surroundings near residentially zoned property and will not cause deterioration of bordering land uses.
3. All vehicular traffic generated by the proposed development would be accommodated safely and without causing undue congestion on adjoining streets, according to the Oak Creek Project Final Environmental Impact Report, the traffic impact analysis for the project prepared by Linscott, Law & Greenspan on July 31, 2014, and the Engineering Division.
4. All public facilities, sewer and water service are existing or will be available to the subject site, with proposed and anticipated improvements and annexation.
5. The overall design of the proposed residential development would produce an attractive, beautiful, efficient and stable environment for living, since adequate parking, open space and landscaping would be provided, and the design of the development is consistent with a high quality, urban infill project that will provide ownership housing within walking distance of Felicita Park and close to schools, retail, commercial and office uses, consistent with the area's growing demand for high quality homes.
6. The proposed development would be well integrated into its surroundings, since excessive grading would not be required, the new structures would incorporate compatible and integrated architecture, materials and colors, the project would not be visually obstructive or disharmonious with surrounding areas, or harm major views from adjacent properties, and the development would restore and maintain the existing seasonal pond which is accessible to the public.
7. The approval of the proposed Master and Precise Development Plan would be based on sound principles of land use since adequate parking, circulation, utilities and access would be provided for the development of the project (as detailed in the staff report).

Specific Alignment Plan for Felicita Road and Hamilton Lane:

1. In response to site conditions and constraints, the project is proposing modifications to Local Collector standards for Felicita Road and Hamilton Lane through the use of a Specific Alignment Plan. Once approved, the Specific Alignment Plan would serve as the applicable requirements for these City roadways.
2. Widening Felicita Road and Hamilton Lane to the standards identified for these roads in the City of Escondido General Plan Mobility and Infrastructure Element would result in additional adverse environmental and neighborhood impacts and would not be necessary to maintain acceptable traffic conditions.
3. The roadway improvements to Felicita Road proposed in the Specific Alignment Plan that would be implemented as a result of the project would create a more "complete street" by improving circulation for vehicles, bicyclists, and pedestrians; provide a modified Local Collector that achieves City standards for acceptable levels of service; introduce traffic calming measures to combat speeding vehicles; minimize environmental impacts, particularly to sensitive biological resources; respond to the preferences of existing unincorporated residents to maintain a rural atmosphere without full city improvements on the portions of their property that front Felicita Road; and minimize disruptions to existing properties by avoiding the need to relocate or remove private or public improvements such as driveways, mail boxes, retaining walls and power poles.
4. The roadway improvements to Hamilton Lane will complete the "half plus 12 feet" improvements with a rolled curb on the northern side of the street.

Grading Exemption:

1. Granting the proposed new and modified Grading Exemptions is consistent with the Grading Design Guidelines for the following reasons:
 - a. The grading activity does not affect sensitive biological species or habitats, mature or protected trees, and required landscaping, and the development shall incorporate erosion control measures as defined in the City's storm water management requirements.
 - b. The proposed Grading Exemptions would not create a negative visual impact upon neighboring properties and the public right of way because landscaping on the slopes will assist in softening the visual effect.
 - c. The proposed slopes would not intrude into or disturb the use of any adjacent property or adversely block the primary view of any adjacent parcels, which generally are situated at a higher elevation; disturb any utilities or drainage facilities; obstruct circulation patterns or access; nor preclude the future development of any adjacent parcel.
 - d. The proposed design of the slopes would not adversely affect any adjoining septic systems since the cut slope is located in an area of the project where no impacts would occur to nearby septic systems. The proposed project will be provided with sewer service.
 - e. The project's homes would be built on lots that would be generally lower in elevation as compared to the surrounding neighborhood.
 - f. The proposed cut and fill slopes would be structurally stable since all slopes will be manufactured to a standard 2:1 inclination.

All graded areas shall be protected from wind and water erosion through compliance with the City's storm water management requirements. The development will be required to incorporate interim erosion control plans, certified by the project engineer and reviewed and approved by the City's Public Works Department.

Exhibit "C"

SUB 13-0002; PHG 13-0017; ENV 13-0006

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

PARCEL ONE:

THAT PORTION OF LOT THREE IN BLOCK TWENTY-FIVE OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910, LYING SOUTH OF A LINE THAT IS PARALLEL WITH AND DISTANT TWO HUNDRED SIXTY-FOUR FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT THREE, EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 3, NORTH 12°01' EAST, 121.3 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 12°01" EAST, 259.7 FEET; THENCE SOUTH 77°59' EAST, 258.2 FEET; THENCE SOUTH 56°51' WEST, 366.2 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTHERLY HALF OF THE UN-NAMED STREET ADJOINING SAID LOT 3 ON THE SOUTH AS VACATED BY THE COUNTY OF SAN DIEGO BY RESOLUTION RECORDED JUNE 3, 1981, AS INSTRUMENT NO. 81-172660 OF OFFICIAL RECORDS IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA. EXCEPT THEREFROM THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED DECEMBER 3, 1970 AS FILE NO. 221136 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE (1) ALONG THE WESTERLY LINE OF SAID LOT 3, NORTH 12°35'46" EAST, 121.29 FEET TO THE NORTHWESTERLY LINE OF SAID BASSETT LAND; THENCE (2) ALONG SAID NORTHWESTERLY LINE NORTH 57°24'50" EAST, 75.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE (3) LEAVING SAID NORTHWESTERLY LINE SOUTH 77°24'01" EAST, 387.45 FEET; THENCE (4) ALONG A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 458.00 FEET; THROUGH AN ANGLE OF 25°45'36", A DISTANCE OF 205.92 FEET TO THE EASTERLY LINE OF SAID LOT 3; THENCE (5) ALONG SAID EASTERLY LINE NORTH 12°37'04" EAST, 251.93 FEET TO THE NORTHERLY LINE OF SAID BASSETT LAND; THENCE (6) ALONG SAID NORTHERLY LINE NORTH 77°26'22" WEST, 196.96 FEET; THENCE (7) LEAVING SAID NORTHERLY LINE SOUTH 31°53'10" EAST, 141.58 FEET; THENCE (8) SOUTH 22°48'07" WEST, 46.00 FEET; THENCE (9) NORTH 77°24'01" WEST, 421.08 FEET TO SAID NORTHWESTERLY LINE; THENCE (10) ALONG

SAID NORTHWESTERLY LINE SOUTH $57^{\circ}24'50''$ WEST, 84.58 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWO:

THAT PORTION OF LOT 3 IN BLOCK 25 OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910, SAID PORTION HEREBY CONVEYED DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 3, DISTANT ALONG SAID WESTERLY LINE NORTH $12^{\circ}35'46''$ EAST, 121.29 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE ALONG THE FOLLOWING NUMBERED COURSES; (1) NORTH $57^{\circ}24'50''$ EAST, 75.69 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF FRONTAGE ROAD "FA-L'I OF STATE FREEWAY II-SD-15 -28.5, SAID FRONTAGE ROAD BEING 60.00 FEET IN WIDTH; (2) ALONG THE SOUTHERLY RIGHT OF WAY LINE NORTH $77^{\circ}24'01''$ WEST/ 53.35 FEET, TO SAID WESTERLY LINE OF SAID LOT 3; (3) ALONG LAST SAID LINE SOUTH $12^{\circ}35'48''$ WEST, 53.69 FEET, TO THE POINT OF BEGINNING. APN: 238-110-25-00 and 238-110-35-00

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

LOTS 1, 2, 3 AND 4 IN BLOCK 7 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909.

TOGETHER WITH THAT PORTION OF THE EASTERLY ONE-HALF OF SAN DIEGO BOULEVARD ADJOINING SAID LOT 1 ON THE WEST AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY ON FEBRUARY 25, 1958, A CERTIFIED COPY OF WHICH ORDER IS RECORDED IN BOOK 6980, PAGE 88 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY.

ALSO TOGETHER WITH THE NORTHEASTERLY HALF OF SAN DIEGO BOULEVARD ADJOINING SAID LOT 4 ON THE SOUTHWEST, AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY ON OCTOBER 8, 1923, A CERTIFIED COPY OF WHICH ORDER IS RECORDED IN BOOK 751, PAGE 336 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM THAT PORTION OF LOT 1 IN BLOCK 7 OF HOMELAND ACRES ADDITION TO ESCONDIDO, ACCORDING TO MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY, LYING WESTERLY OF THE CENTER LINE OF THAT CERTAIN RIGHT OF WAY FOR PUBLIC HIGHWAYS CONVEYED TO THE COUNTY OF SAN DIEGO BY EASEMENT RECORDED IN BOOK 6944, PAGE 31 OF OFFICIAL RECORDS OF SAID COUNTY, AND LYING NORTHERLY OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE NORTH 180 FEET OF LOT 1 IN BLOCK 8 OF SAID HOMELAND ACRES ADDITION TO ESCONDIDO. ALSO EXCEPTING FROM THE ABOVE DESCRIBED LAND THAT PORTION THEREOF DESCRIBED IN DEED TO KONSTANTIN L. MICHAEL, RECORDED JUNE 22, 1953 IN BOOK 4896, PAGE 601 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 4 IN BLOCK 7 AND OF LOT 1 IN BLOCK 9 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909, TOGETHER WITH THAT PORTION OF SAN DIEGO BOULEVARD, NOW VACATED AND CLOSED TO PUBLIC USE, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF SAID BLOCK 9; THENCE ALONG THE NORTHWESTERLY LINE OF LOT 1 IN SAID BLOCK 9, NORTH $43^{\circ}59'$ EAST 221.60 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH $17^{\circ}38'$ EAST 297.72 FEET THENCE SOUTH $29^{\circ}24'$ WEST 119.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH $29^{\circ}24'$ WEST 60.73; THENCE SOUTH $1^{\circ}51'$ EAST 460.18 FEET; THENCE SOUTH $23^{\circ}55'$ EAST 381.01 FEET, MORE OR LESS TO AN INTERSECTION WITH THE CENTER LINE OF THE COUNTY ROAD, (KNOWN AS CLARENCE AS SAID COUNTY ROAD IS SHOWN ON ROAD SURVEY NO. 1018, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY; THENCE ALONG SAID CENTER LINE, SOUTH $78^{\circ}02'30''$ EAST (RECORD SOUTH $77^{\circ}59'$ EAST) 354.18 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE CENTER LINE OF MILLER AVENUE AS SHOWN ON SAID MAP NO. 1205; THENCE NORTH $12^{\circ}01'30''$ EAST ALONG SAID SOUTHERLY PROLONGATION AND ALONG SAID CENTER LINE OF MILLER AVENUE A DISTANCE OF 881.69 FEET; THENCE NORTH $77^{\circ}58'30''$ WEST 20.00 FEET TO A POINT IN THE WESTERLY LINE OF SAID MILLER AVENUE; THENCE NORTH $83^{\circ}59'20''$ WEST 653.50 FEET TO THE TRUE POINT OF BEGINNING. ALSO EXCEPTING FROM THE FIRST ABOVE DESCRIBED LAND THAT PORTION THEREOF LYING WITHIN THE PUBLIC HIGHWAY (COUNTY ROAD SURVEY NO. 461) AS SAID HIGHWAY IS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO RECORDED JULY 6, 1956 IN BOOK 6169, PAGE 194 OF OFFICIAL RECORD.

APN: 238-370-01-00, 238-370-05-00, 238-370-04-00, 238-370-07-00, 238-370-08-00, 238-37006-00 and 238-380-01-00



CITY COUNCIL STAFF REPORT

Consent Item No. 7

April 18, 2018

File No. 0145-20

SUBJECT: Authorizing a Partnership with the County of San Diego's *Live Well San Diego* Program

DEPARTMENT: Communications & Community Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-47 authorizing the City of Escondido's participation in the County's *Live Well San Diego* Program.

FISCAL ANALYSIS:

There is no impact to the General Fund and there are no costs associated with participation in this program.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item corresponds to the Neighborhood Improvement & Public Safety components of the Council Action Plan.

PREVIOUS ACTION:

N/A

BACKGROUND:

In 2010, the County of San Diego Health and Human Services Agency (HHSA) launched a countywide community wellness initiative called *Live Well San Diego* (LWSD) to encourage County residents to adopt healthy lifestyle habits in order to promote healthy, safe, and thriving communities.

The County's program calls for community participation throughout the region and provides a variety of opportunities for collaboration and the exchange of information and best practices in the area of community health and wellness. By becoming an initiative partner, Escondido would be making a formal commitment to support and advance the initiative's vision of wellness by promoting positive choices in one or more of the following areas: physical activity, nutrition, tobacco use, alcohol and drug use, injury, violence, mental health, emergency preparedness or other LWSD priorities.

Escondido's participation as an active partner in the County's *Live Well San Diego* program will serve to enhance the quality of life portions of the 2017-2018 Council Action Plan focusing on Neighborhood Improvements and Public Safety. Additionally, becoming a LWSD partner will highlight the City's existing community wellness policies, programs and partnerships that include, but are not limited to:

- Promoting healthy living options in our City including increased exposure of special events happening in our parks, lakes and open spaces;
- Highlighting our active transportation efforts including linking the missing piece of the creek trail bike path;
- Supporting our Public Safety departments in community outreach; and
- Supporting the City's continued partnership with the Escondido Education COMPACT.

In becoming a LWSD partner, the City of Escondido can leverage existing programs that support the initiative and identify new opportunities that will improve overall community wellness while enhancing collaboration and information exchange with agencies and organizations throughout the County. The City has the ability to advertise and promote the program through a variety of outlets including the City's website, social media channels, Recreation Guide, departmental newsletters, and information at community events.

Given the multidisciplinary approach associated with LWSD, City staff are currently evaluating implementation opportunities within departments and will assign program administration accordingly. There is no financial impact to the City from partnering with LWSD.

Staff recommends the City Council adopt a resolution approving the City's participation in the County of San Diego's *Live Well San Diego* program.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joanna Axelrod, Director of Communications & Community Services
4/12/2018 8:43 a.m.

ATTACHMENTS:

1. Resolution No. 2018-47

RESOLUTION NO. 2018-47

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 PARTNERSHIP WITH THE COUNTY
OF SAN DIEGO'S LIVE WELL SAN DIEGO
PROGRAM

WHEREAS, the health and wellbeing of citizens is the primary concern of the County of San Diego and on July 13, 2010 the County of San Diego Board of Supervisors adopted the *Live Well San Diego* initiative to achieve the County's vision of healthy, safe and thriving communities; and

WHEREAS, the *Live Well San Diego* initiative is a common thread that unites cities, businesses, public and private entities, community members and other stakeholders toward a shared vision of healthier, safer and more thriving communities; and

WHEREAS, the City Council of the City of Escondido ("City") has committed to enhancing the quality of life in the City by identifying Neighborhood Improvement and Public Safety as top goals in the 2017-2018 Council Action Plan; and

WHEREAS, the City has developed policies in a number of areas to support community wellness including, but not limited to, adopting a Master Plan for parks, trails and open space; connecting the Creek trail bike path to promote active transportation; and maintaining the City's Urban Forest of over 65,000 trees valued at over two hundred million dollars; and

WHEREAS, the City has two Community Garden locations and a weekly Farmers Market promoting healthy meal choices; and

WHEREAS, the City of Escondido has a wide variety of outdoor recreational opportunities including camping, fishing, picnicking, hiking, mountain biking, and boating and maintains a number of different facilities, including Lake Dixon, Lake Wohlford, Daley Ranch, and nine urban park facilities; and

WHEREAS, the City supports employee wellness through efforts such as offering educational seminars, an employee assistance program to all employees and their families, an annual health fair, on-site health screenings; and

WHEREAS, the City hosts an annual Neighborhood Leadership Academy to empower and equip residents with the tools and knowledge to create positive, healthy change in their communities; and

WHEREAS, the City provides a robust array of Older Adult Services that promote a healthy balance of nutrition, lifelong learning, and physical and mental health activities including an annual Wellness Expo; and

WHEREAS, the City will collaborate and share information with the County of San Diego in support of the *Live Well San Diego* Program.

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

1. That the above recitations are true.
2. That the City Council authorizes the City of Escondido to join the *Live Well San Diego* initiative.
3. That the City Council approves Resolution No. 2018-47.

CITY COUNCIL STAFF REPORT

Consent Item No. 8

April 18, 2018

File No. 0430-80, 0600-10, A-3246

SUBJECT: Consulting Agreement for Expedited Plan Review Services for The Villages Project and Budget Adjustment

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-53 authorizing the Mayor and City Clerk to enter into a Consulting Agreement with CValdo Corporation to assist with expedited final engineering review of The Villages project. A budget adjustment is also requested to accept developer funding.

FISCAL ANALYSIS:

The additional cost associated with third party expedited review services will be paid for by the developer.

PREVIOUS COUNCIL ACTION:

The Villages project consists of 48.9 acres of open space and 380 residential homes grouped in three villages within the 109 acres of land that previously made up the Escondido Country Club property. The Tentative Map and Country Club Drive Specific Alignment Plan were approved by the City Council on November 15, 2017, as Resolution No. 2017-153R, and at this same hearing, a Development Agreement with New Urban West Inc. was introduced as Ordinance No. 2017-14.

BACKGROUND:

The developer, New Urban West Inc., has requested an expedited review of final engineering plans and has agreed to fully fund the increased cost of expedited review. City staff solicited proposals from five recommended and qualified consulting firms and after receiving proposals from two qualified consultants, Engineering Services staff deemed CValdo Corporation to be the most qualified and to provide the best value for services provided. The estimated additional cost of expedited review services is \$157,128 above normal plan review fees and will be fully reimbursed by the developer.

Consulting Agreement for Expedited Plan Review Services for The Villages Project and Budget
Adjustment
April 18, 2018
Page 2

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services/City Engineer
4/12/2018 9:16 a.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No. 2018-53
3. Resolution No. 2018-53 - Exhibit A



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: 04/18/2018
Department: Engineering Services
Division:
Project/Budget Manager: Owen Tunnell x4087
Name Extension
Council Date (if applicable): 04/18/2018
(attach copy of staff report)

For Finance Use Only
Log #
Fiscal Year
Budget Balances
General Fund Accts
Revenue
Interfund Transfers
Fund Balance

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Includes handwritten 'MC' and '1' next to the first two rows.

Explanation of Request:

To set up a project to account for expedited engineering services for plan check on the Villages Project. These services will be paid up front by a deposit from the developer New Urban West Inc.

APPROVALS

Department Head 4/9/18
Finance 4/12/18

City Manager Date
City Clerk Date

Distribution (after approval): Original: Finance

RESOLUTION NO. 2018-53

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 CVALDO
CORPORATION TO ASSIST WITH EXPEDITED
PLAN REVIEW SERVICES FOR THE VILLAGES
PROJECT

WHEREAS, the applicant intends to submit for review their final engineering for The Villages project consisting of a village center, 49 acres of open space and 380 residential homes grouped in three villages on the 109 acres of land that previously made up the Escondido Country Club property; and

WHEREAS, the Engineering Services staff solicited and reviewed proposals from qualified consultants and Engineering Services staff deemed CValdo Corporation to be the most qualified and to provide the best value for services provided; and

WHEREAS, the Director of Engineering Services recommends the execution of a Consulting Agreement (“Agreement”) with CValdo Corporation to assist with plan review 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 CValdo Corporation 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 Engineering Services.

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with CValdo Corporation in the amount of \$157,128 to assist with expedited plan review 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 _____ day of _____, 2018.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Owen Tunnell
760-839-4087
("CITY")

And: CValdo Corporation
4901 Morena Blvd., Suite 1110
San Diego, CA 92117
Attn: Michael Cairns
858-866-0128 ext. 102
("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 assist with expedited plan review services for Final Engineering Plan Submittals for the Villages Development; 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," on a time and materials basis in the sum of \$157,128. 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 A," 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

Date: _____

CValdo Corporation

Signature

Name & Title (please print)

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”

FIRM INFORMATION

Firm name and address	CValdo Corporation 4901 Morena Boulevard, Suite 1110 San Diego, CA 92117 Phone (858) 866-0128 Fax (858) 866-0131 Website: www.cvaldo.com
Legal form of company	California Corporation (S)
Principal-In-Charge / Project Manager	Mike Cairns, P.E., Principal Phone (858) 866-0128, ext. 102 Email: mikec@cvaldo.com

CVALDO TEAM - THE VILLAGES PLAN REVIEW

CValdo Corporation has the team with the land development and plan review local knowledge to support and serve the City of Escondido. The following are the CValdo team staff names, titles, and roles for this project.

Name	Title	Project Role
Michael Cairns, PE	Principal Civil Engineer	CValdo Project Manager
Thomas Fitzmaurice, PE	Senior Civil Engineer	Lead Plan Review Engineer
Ken Horsley, PE	Senior Civil Engineer	Primary Supporting Plan Review Engineer
Cory Jones, PE	Senior Civil Engineer	Secondary Supporting Plan Review Engineer
Rick Paras, PE/SE	Senior Civil Engineer	Structural Plan Review Engineer
Mike Havener, PLS	Senior Land Surveyor	Map Reviews
Julie Howard, ASLA	Principal Landscape Architect	Landscape and Irrigation Plan Reviews

PROJECT APPROACH

Based upon our experience with plan review projects, we have developed the following approach for review of the Villages project. We are happy to adjust this approach as needed to fall in line with City procedures.

1. Our work plan begins with transfer of the submittal items from the City of Escondido to the CValdo office. We propose to pick up the submittal from the City within one day of notification that the submittal is ready by the City project manager.

2. Upon receipt of the submittal package, Mr. Fitzmaurice, will review the submittal and enter the submittal description and date submitted into the Project Tracking Log database. Mr. Fitzmaurice will then determine if the review will be conducted solely by him, or if additional CValdo or outside team member staff is required for the review.
3. The project reviewer(s) will perform a plan check of the submitted items. During that period, the reviewer may contact and/or meet with the project applicant to obtain additional information or clarification with the goal of expediting the review and minimizing plan check iterations.
4. Upon completion of the review within the following turnaround times: 1st Submittals - 15 working days; 2nd and 3rd Submittals - 10 working days, Mr. Fitzmaurice will prepare a comment letter to the project applicant. The draft comment letter will be forwarded to the City project manager for review. At the City's discretion, a meeting between CValdo and the City project manager may take place to discuss the comments. A typical completed review includes a letter with a narrative explanation of each comment, as well as redlines of any plans, studies, maps or exhibits. Comments made within studies are tabbed for convenience in locating.
5. Based upon discussion with the City project manager, the review comment letter is finalized and the complete package returned to the City (or applicant if directed by City). A copy of the plan review letter is also sent to the City project manager and other stakeholders as directed by the City. If desired by the City, the City may co-sign the review letter with CValdo.
6. Resubmittals will be reviewed in the same manner as the first submittal, with the focus being on minimizing review iterations. If after the third review the project is not ready for approval, CValdo will contact the City project manager, provide a summary of the project status, and may request a meeting to be attended by the City, the applicant engineer, the applicant developer, and CValdo.
7. Prior to submitting a letter of recommendation for project approval to the City, CValdo may request a meeting with the City project manager for the purpose of passing on any information that we feel would be important for the project manager to be aware of. For typical projects with no unusual circumstances there may be no meeting requested.
8. On a monthly basis coinciding with invoicing, CValdo will provide via email a Project Status Log spreadsheet to the City project manager. The spreadsheet will include the status of each review and may include a short summary of major outstanding issues.

SCOPE, FEE, AND ASSUMPTIONS

Based upon the RFQ we have included the attached spreadsheet outlining our anticipated scope and fee for review of the Villages. The following items are noted based upon our review of the RFQ.

1. Plan reviews will be in accordance with City of Escondido Design Standards and City of Escondido Standard Drawings (where they differ from San Diego Regional Standard Drawings).
2. Plan reviews will verify conformance with the Conditions of Approval and City of Escondido Check Sheets will be used to facilitate the reviews. CValdo team members will review and familiarize themselves with the Tentative Map prior to the review process.
3. As we understand the RFQ a complete review of the geotechnical study is not expected, but rather, the geotechnical study is to be used as a reference. If when utilizing the study as a reference we discover errors, inconsistencies, or omissions, these will be brought to the City's attention and may be included in our review comment letter. We have estimated four hours review time of the geotechnical study, which is intended to allow us sufficient time to gain familiarity with the study without providing a technical review. At the City's request, we can provide an estimate to perform a full technical review of the Geotechnical study.
4. Review of plats and legal descriptions for easement and right-of-way dedications outside of the tract map limits are not included.
5. The fee provided is based on the assumption that draft final maps will be submitted with the first submittal package.
6. Review of traffic signal, signage, and striping plans is not included. The City will review Offsite Traffic Mitigation Improvements and Traffic Signal Modifications.
7. This proposal assumes that the CValdo team surveyor will not be signing the final map.
8. We have assumed 72 hours for review of landscape and irrigation plans.
9. The drainage study review fee assumes one comprehensive study is prepared for the entire project as stipulated in the RFP.
10. The bond estimate fee assumes one comprehensive bond estimate for the project.
11. We anticipate that there may be special structures (custom headwalls, parapets, etc.) that require review of calculations and details. We have allocated 26 hours for this task.
12. Occasionally developers will process precise grading plans for model homes, gated entry and monument areas, or other plans. Review of these plans are not anticipated at this time.

COST CONTROL AND SCHEDULING

Cost control at CValdo is handled primarily through weekly internal reviews of staff time expenditures versus allocated project budget. In cases where work is requested by the City outside of the original scope of services, Mike Cairns will contact the City to discuss whether the work can be absorbed into the estimated review budget or if additional budget will be required prior to commencing work on the task.

Scheduling at CValdo is handled through regular internal reviews of project schedules versus deliverable dates. In cases where projects are moving slower than anticipated, additional effort may be allocated to the project to bring it back on schedule. In cases where events outside of our control impact the schedule, we will notify the City of the causes along with the anticipated changes to schedule. At CValdo we place a very high priority on maintaining project schedules, and thus are proactive in recognizing scheduling issues well in advance.

The Villages Escondido - Plan Check Fee Estimate

Position	Name	Hourly Rate
CValdo Reviewers	Thomas Fitzmaurice - Lead Reviewer	\$144.00
	Ken Horsley - Primary Supporting Reviewer	\$144.00
	Cory Jones - Secondary Supporting Reviewer	\$144.00
	Mike Cairns - QA and Technical Support	\$144.00
	Rick Paras - Structural Reviews	\$144.00
Aguirre Reviewer	Mike Havener	\$138.00
Howard Reviewer	Julie Howard	\$165.00

Review item	Overall Budget		Plan Check #1 Budget			Plan Check #2 Budget			Plan Check #3 Budget		
	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee
Final Map 1 - 10 sheets	40	\$ 5,520.00	\$ 138.00	24	\$ 3,312.00	\$ 138.00	10	\$ 1,380.00	\$ 138.00	6	\$ 828.00
Final Map 2 - 10 sheets	40	\$ 5,520.00	\$ 138.00	24	\$ 3,312.00	\$ 138.00	10	\$ 1,380.00	\$ 138.00	6	\$ 828.00
Final Map 3 - 10 sheets	40	\$ 5,520.00	\$ 138.00	24	\$ 3,312.00	\$ 138.00	10	\$ 1,380.00	\$ 138.00	6	\$ 828.00
Rough Grading Plans - Maps 1 and 2 - 55 sheets	123.5	\$ 17,784.00	\$ 144.00	55	\$ 7,920.00	\$ 144.00	41	\$ 5,904.00	\$ 144.00	27.5	\$ 3,960.00
Rough Grading Plans - Map 3 - 40 sheets	90	\$ 12,960.00	\$ 144.00	40	\$ 5,760.00	\$ 144.00	30	\$ 4,320.00	\$ 144.00	20	\$ 2,880.00
Retaining Wall Calculations and Details	26	\$ 3,744.00	\$ 144.00	12	\$ 1,728.00	\$ 144.00	8	\$ 1,152.00	\$ 144.00	6	\$ 864.00
Improvement Plans - Map 1 - 20 sheets	45	\$ 6,480.00	\$ 144.00	20	\$ 2,880.00	\$ 144.00	15	\$ 2,160.00	\$ 144.00	10	\$ 1,440.00
Improvement Plans - Map 2 - 20 sheets	45	\$ 6,480.00	\$ 144.00	20	\$ 2,880.00	\$ 144.00	15	\$ 2,160.00	\$ 144.00	10	\$ 1,440.00
Improvement Plans - Map 3 - 20 sheets	45	\$ 6,480.00	\$ 144.00	20	\$ 2,880.00	\$ 144.00	15	\$ 2,160.00	\$ 144.00	10	\$ 1,440.00
Improvement Plans - Drainage - 20 sheets	45	\$ 6,480.00	\$ 144.00	20	\$ 2,880.00	\$ 144.00	15	\$ 2,160.00	\$ 144.00	10	\$ 1,440.00
Improvement Plans - Country Club Lane - 20 sheets	45	\$ 6,480.00	\$ 144.00	20	\$ 2,880.00	\$ 144.00	15	\$ 2,160.00	\$ 144.00	10	\$ 1,440.00
Improvement Plans - Utility Relocation Set 1 - 10 sheets	22.5	\$ 3,240.00	\$ 144.00	10	\$ 1,440.00	\$ 144.00	7.5	\$ 1,080.00	\$ 144.00	5	\$ 720.00
Improvement Plans - Utility Relocation Set 2 - 10 sheets	22.5	\$ 3,240.00	\$ 144.00	10	\$ 1,440.00	\$ 144.00	7.5	\$ 1,080.00	\$ 144.00	5	\$ 720.00
Special Structure Calculations and Details	26	\$ 3,744.00	\$ 144.00	12	\$ 1,728.00	\$ 144.00	8	\$ 1,152.00	\$ 144.00	6	\$ 864.00
Drainage Study - Full Project	140	\$ 20,160.00	\$ 144.00	60	\$ 8,640.00	\$ 144.00	40	\$ 5,760.00	\$ 144.00	40	\$ 5,760.00
SWQMP - Map 1	48	\$ 6,912.00	\$ 144.00	20	\$ 2,880.00	\$ 144.00	16	\$ 2,304.00	\$ 144.00	12	\$ 1,728.00
SWQMP - Map 2	48	\$ 6,912.00	\$ 144.00	20	\$ 2,880.00	\$ 144.00	16	\$ 2,304.00	\$ 144.00	12	\$ 1,728.00
SWQMP - Map 3	48	\$ 6,912.00	\$ 144.00	20	\$ 2,880.00	\$ 144.00	16	\$ 2,304.00	\$ 144.00	12	\$ 1,728.00
Bond Estimate	12	\$ 1,728.00	\$ 144.00	6	\$ 864.00	\$ 144.00	4	\$ 576.00	\$ 144.00	2	\$ 288.00
Landscape and Irrigation Plans - Set 1	18	\$ 2,760.00	\$ 165.00	8	\$ 1,320.00	\$ 144.00	6	\$ 864.00	\$ 144.00	4	\$ 576.00
Landscape and Irrigation Plans - Set 2	18	\$ 2,760.00	\$ 165.00	8	\$ 1,320.00	\$ 144.00	6	\$ 864.00	\$ 144.00	4	\$ 576.00
Landscape and Irrigation Plans - Set 3	18	\$ 2,760.00	\$ 165.00	8	\$ 1,320.00	\$ 144.00	6	\$ 864.00	\$ 144.00	4	\$ 576.00
Landscape and Irrigation Plans - Set 4	18	\$ 2,760.00	\$ 165.00	8	\$ 1,320.00	\$ 144.00	6	\$ 864.00	\$ 144.00	4	\$ 576.00
Review TM, COAs, Pothole, Geotech Report	8	\$ 1,152.00	\$ 144.00	8	\$ 1,152.00						
Plan Check Letter Preparation	16	\$ 2,304.00	\$ 144.00	6	\$ 864.00	\$ 144.00	6	\$ 864.00	\$ 144.00	4	\$ 576.00
Review Comments from other City Departments	4	\$ 576.00	\$ 144.00	2	\$ 288.00	\$ 144.00	1	\$ 144.00	\$ 144.00	1	\$ 144.00
Meetings with City to go over Draft Comments	12	\$ 1,728.00	\$ 144.00	4	\$ 576.00	\$ 144.00	4	\$ 576.00	\$ 144.00	4	\$ 576.00
Meetings with City and Applicant as needed	16	\$ 2,304.00	\$ 144.00	6	\$ 864.00	\$ 144.00	6	\$ 864.00	\$ 144.00	4	\$ 576.00
Coordination with City and Applicant	12	\$ 1,728.00	\$ 144.00	4	\$ 576.00	\$ 144.00	4	\$ 576.00	\$ 144.00	4	\$ 576.00
Totals	1,091.50	\$ 157,128.00		499	\$72,096.00		344	\$49,356.00		248.5	\$35,676.00

CITY COUNCIL STAFF REPORT

Consent Item No. 9

April 18, 2018

File No. 0680-20

SUBJECT: Designation of Enforcement Authority for the Escondido Campaign Control Ordinance

DEPARTMENT: City Attorney's Office

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-59 designating Gary W. Schons, Esq. and the law firm of Best Best & Krieger LLP as the enforcement authority for the Escondido Campaign Control Ordinance for the 2018 Municipal Election, as required by Escondido Municipal Code Section 2- 110.5(c).

BACKGROUND:

Pursuant to Escondido Municipal Code Section 2-110.5(c), special counsel shall be selected as the enforcement authority for the Campaign Control Ordinance by the City Attorney and appointed by the City Council at least one hundred and eighty (180) days prior to a city election. The next regularly scheduled election will be held on November 6, 2018.

Under the California Government Code and the Escondido Municipal Code, the appointed City Attorney acts under the direction of the mayor and four elected councilmembers. When candidates and incumbents compete against each other for local offices, campaign issues, including possible Campaign Control Ordinance violations should be handled by outside counsel. Therefore, Escondido Municipal Code Section 2-110.5 provides for outside counsel.

The City Attorney's Office recommends that the City Council appoint Gary W. Schons, Esq. as the City's special counsel for enforcement of the Campaign Control Ordinance based on his extensive experience and knowledge of municipal law, election matters and public integrity compliance.

Mr. Schons served for thirty-five years in the Criminal Division of the California Attorney General's Office, including twenty years as the Senior Assistant Attorney General heading the office's Criminal Division in San Diego. During that time, he was involved in numerous public integrity investigations and prosecutions, including cases related to campaign activities, contributions and reporting. Mr. Schons has extensive experience leading both civil and criminal indicting grand juries and has also trained grand juries in Southern California.

Mr. Schons has served as an informal advisor to the City of San Diego Ethic's Commission, which enforces the city's campaign ordinances. After retiring from the Attorney General's Office, he served for

nearly three years as Senior Advisor for Law and Policy to the San Diego County District Attorney and has worked on numerous public integrity cases. Mr. Schons joined Best Best & Krieger in 2014, where he now serves as the head of the firm's Public Policy and Ethics Compliance Group. His practice focuses almost exclusively on public integrity laws such as the Political Reform Act, Government Code Section 1090, the Brown Act and the Public Records Act. His work includes training, advisory, investigations, litigation and appellate work, all related to Best Best & Krieger's over 200 public agency clients.

Mr. Schons is also certified as an AB 1234 trainer and has presented and trained on public integrity issues statewide, including for the California District Attorneys Association, and for the International Association of Municipal Lawyers. He has written numerous articles on topics related to public integrity which were published in national and state legal publications. He has also served as a neutral hearing officer for a public agency and is a designated expert witness for district attorney offices in two counties. He has also served as trial counsel for the Commission on Judicial Performance and as Special Counsel for the State Bar.

Based on the above, it is recommended that the City Council adopt Resolution No. 2018-59 designating Gary W. Schons, Esq. and the law firm of Best Best & Krieger LLP as the enforcement authority for the Escondido Campaign Control Ordinance for the 2018 Municipal Election, as required by Escondido Municipal Code Section 2-110.5(c).

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Michael R. McGuinness, City Attorney
4/11/2018 3:48 p.m.

ATTACHMENTS:

1. Resolution No. 2018-59

RESOLUTION NO. 2018-59

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE RETENTION OF GARY
W. SCHONS ESQ. AND THE LAW FIRM OF
BEST BEST & KRIEGER LLP AS SPECIAL
COUNSEL FOR THE ENFORCEMENT OF
THE ESCONDIDO CAMPAIGN CONTROL
ORDINANCE FOR THE 2018 MUNICIPAL
ELECTION

WHEREAS, Escondido Municipal Code Section 2-110.5 (c) requires the City of Escondido to retain special counsel at least one hundred and eighty (180) days prior to a City election to enforce the Escondido Municipal Code pertaining to campaign related matters; and

WHEREAS, Gary W. Schons, Esq. and the law firm of Best Best & Krieger LLP have the highest credentials and experience, and would be well suited to serving as the City of Escondido's enforcement authority; and

WHEREAS, the City Attorney recommends the retention of Gary W. Schons, Esq. and the law firm of Best Best & Krieger LLP as special counsel to enforce the provisions of the Escondido Campaign Control Ordinance for the 2018 municipal election.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the City Attorney and authorizes the City Attorney and City Clerk to execute such documents as may be required to retain Gary W. Schons, Esq. and the law firm of Best Best & Krieger LLP as special counsel to enforce the provisions of the Escondido Campaign Control Ordinance.
3. That the City Council approves Resolution No. 2018-59.

CITY COUNCIL STAFF REPORT

Consent Item No. 10

April 18, 2018

File No. 0600-10, A-3247

SUBJECT: Authorization of a Public Services Agreement with Triton Technology for Equipment Upgrades in the Council Chambers Master Control Room

DEPARTMENT: Communications & Community Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-60 authorizing the Mayor and City Clerk to execute a Public Services Agreement with Triton Technology Solutions Inc. in the amount of \$175,866.63, for the final phase upgrade to the Council Chambers Master Control Room.

FISCAL ANALYSIS:

There is no impact to the General Fund as all costs are covered by PEG fees (Public, Educational, and Government Channels) as a one-time expense.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

N/A

PREVIOUS ACTION:

In August 2015, City Council adopted Resolution No. 2015-142 authorizing the Mayor and City Clerk to execute a Public Services Agreement with Triton Technology to upgrade the audio/digital sound processor control system and the voting system in City Council Chambers.

BACKGROUND:

In June of 2015, the City sent Request for Proposals (RFP) to audio-visual bidders requesting quotes for a complete upgrade to the recording, broadcasting, voting, and display equipment for the City Council Chambers. Triton Technology was the sole respondent to the RFP. In August of 2015, the City Council authorized an agreement with Triton Technology to complete upgrades to the City Council Chambers audio/visual equipment including the replacement of aging equipment, an upgraded voting system, and updates to the Main Display and Public Address System in Council Chambers. It was anticipated that the final phase of this project, to modernize and integrate the equipment in the Master Control Room with the existing upgraded technology would be completed once sufficient PEG fees had been collected. With the assemblage of PEG fees from Cox

Authorization of a Public Services Agreement with Triton Technology for Equipment Upgrades in the Council Chambers Master Control Room

April 18, 2018

Page 2

and AT&T over the past several years, we are able to fund these much needed upgrades. The City is now able to complete this multi-phase project by upgrading the equipment in the Master Control Room.

Key benefits of the upgrade work will include: strengthening our broadcast signal; upgrading aging equipment which covers the live feed and replays of the City Council meetings; upgrading the City's audio visual digital data storage; safely housing the equipment that belongs to Cox Communications that is required to broadcast all programming on Channel 19; replacing the video monitors, computers, and switches required to transmit the City's broadcast signal to Cox Communications; and preparing our audio/visual system for future technology advances.

Since 2012, the City has been using Triton Technology as the service provider for the City Council Chambers broadcast equipment. Triton Technology was the only vendor who responded to the 2015 RFP. Triton Technology has demonstrated that they are the only company that has the competency and experience with the City's current system that is necessary to complete this upgrade to the Master Control Room.

This is the final piece of the system upgrades to the City Council Chambers and is entirely funded by PEG Fees. It is anticipated that this work should be completed by the end of the fiscal year and has been scheduled to avoid any disruption to City Council broadcasts.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joanna Axelrod, Director of Communications & Community Services
4/12/2018 8:43 p.m.

ATTACHMENTS:

1. Resolution No. 2018-60
2. Resolution No. 2018-60 – Exhibit A

RESOLUTION NO. 2018-60

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK, TO EXECUTE, ON BEHALF OF THE
CITY, AN AGREEMENT WITH TRITON
TECHNOLOGY, UPGRADING THE COUNCIL
CHAMBERS MASTER CONTROL ROOM

WHEREAS, the City of Escondido has been in a multi-year phased project to upgrade the audio visual equipment in the City Council Chambers; and

WHEREAS, Triton Technology Solutions, Inc. has been the service provider of the previous phases of the Council Chambers upgrades; and

WHEREAS, the Director of Communications & Community Services recommends entering an agreement with Triton Technology in the amount of \$175,866.63 to complete the final phase of this project; and

WHEREAS, Triton Technology is the only company that has the competency and experience with the City's existing system necessary to upgrade the Council Chambers Master Control Room; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a Public Services Agreement ("Agreement") with Triton Technology.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Communications & Community Services.

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Triton Technologies in the amount of \$175,866.63 attached as Exhibit "A" to this Resolution and incorporated by reference, in substantially similar form as approved by the City Attorney.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Agreement is made this _____ day of April 2018

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Joanna Axelrod
760-839-4871
("CITY")

And: Triton Technology Solutions, Inc.
32234 Paseo Adelanto, Suite E-1
San Juan Capistrano, CA 92675
Attn: Kristen Tetherton
949-388-3919
("CONTRACTOR")

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

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$175,866.63. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by June 30, 2018. Extension of terms or time of performance may be made only upon the City's written consent.
4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.

5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
7. Insurance Requirements.
 - a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR _____

Waiver appropriate by CITY _____

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

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

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

Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

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

15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Department of Industrial Relations Compliance. 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. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to Cal. Lab. Code § 1725.5 to be qualified to bid on, be listed in a bid proposal, (subject to the requirements of Section 4104 of the Public Contract Code) or engage in the performance of any public work contract that is subject to the requirements of Chapter 1, Part 7, Division 2 of the California Labor Code. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

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

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

CITY OF ESCONDIDO

DATE: _____

Sam Abed
Mayor

Diane Halverson
City Clerk

(Contractor Name)

DATE: _____

(Contractor Signature)

(Title)

APPROVED AS TO FORM:

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

BY: _____

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

Attachment "A"

SCOPE OF SERVICES

Triton Technology Solutions, Inc will provide the labor to install the equipment detailed on the bill of materials and drawing set for the Master Control Project in the Escondido City Council Chambers Master Control Room located in the hallway outside of Council Chambers.

Installation

Deliverables and activities include:

- Installation Coordination Meeting
- Prepare Submittals (Shop drawings, sample finishes, detailed technical drawings)
- City procures equipment specified on final bill of materials
- Prepare site for installation (rack, grounds, cable trays)
- Install equipment
- Run cables
- Label all cables and equipment
- Deliverable (all equipment installed and wiring complete)

Commissioning and Training

The system is tested, programmed, and configured to ensure complete functionality as the system was designed. City staff is trained on any new equipment, systems, and processes. The working system is delivered as a fully functional and operating system. Deliverables and activities include:

- Test/commission the system to ensure all equipment is functioning as it was designed.
- Vendor commissioning
- 1 day of overall system training
- Review of the system drawings and documentation with City staff including training on how to read them for future changes and trouble shooting.
- Review of system points of failure and how to work around the system should a component fail at a critical time.
- Deliver project documentation to include the following:
 - Two copies of printed set of as-built drawings
 - One CD-ROM or USB drive with electronic copies of:
 - AutoCAD files of the as-built drawings
 - Wire list in Excel spreadsheet
 - All software and/or configurations developed during the project. This includes source code in both compiled and uncompiled files where applicable. Triton or its sub-contractors will transfer ownership of this custom software to the City.
- Items delivered to the City that were included with any new equipment:
 - Operational manuals (if provided by manufacturer)
 - Manufacturer CDs containing the software versions and releases installed on the equipment (if applicable)
 - Equipment accessories/options not needed during the installation
 - Other technical information that may have been provided

Assumptions & Exclusions

1. The City will need to clean out the existing room, paint and do any other tenant improvements prior to Triton beginning installation. This needs to be completed prior to May 4, 2018.
2. All high voltage electric work to be provided by the City.

Bill of Materials

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	ENGINEERING	PRICE	EXTENDED PRICE
CUSTOMER: City of Escondido					QUOTE DATE: March 30, 2018 Escondido MC BOM		
ADDRESS:		32234 Paseo Adelanto Suite E-1 San Juan Capistrano, CA 92675			PROPOSAL #: V8		
CONTACT:		phone: 949.388.3919 fax: 866.275.9175					
PHONE #:		www.TritonTechnology.tv contractor's license #951869					
EMAIL:							
Master Control Equipment							
1	1	Tightrope	CBL-FLEX4-540-20	Tightrope Cablecast FLEX4-20, HD TV Automation System (Automation System with Built-in multi-format Videoserver, 20TB RAID5 Storage, 4-I/O Outputs or Record inputs, HD/SDI with Embedded Audio, 2RU Chassis, Includes Cablecast Automation Software and Carousel Server, 3 year Hardware Warranty.)		\$25,685.00	\$25,685.00
2	1	Tightrope	CBL-CG340-SDI	Tightrope Carousel Digital Message Player for SX Servers. (1-RU Chassis, acts as player for Carousel server software, SDI, composite Video outputs with Gen-lock, Composite, S-Video, HDMI inputs) (3 year Hardware Warranty included)		\$2,990.00	\$2,990.00
3	1	Tightrope	CBL-SAS-SYS	Cablecast Software Assurance for standard systems. Annual software maintenance contract. Covers all the software upgrades including major releases at one facility utilizing a single Tightrope Video server.		\$1,600.00	\$1,600.00
4	1	Ensemble	BENXT-430	Clean/Quiet Router, with RS-232 control, 2 SDI In, 2 SDI Out, with 7 configurable I/O, 2 SFP.		\$3,750.00	\$3,750.00
5	1	Ensemble	BENXT-RS232	Optional RS-232 cable for use with BENXT-430		\$0.00	\$0.00
6	1	Ensemble	BERKMT-FULL	Rack mount kit for NXT-430		\$150.00	\$150.00
7	1	LG	22LH4540	21.5" TV Monitor for Off-Air	Cox Off-Air	\$170.00	\$170.00
8	1	Matrox	CONVERTDVIPL US	DVI>SDI Converter		\$905.00	\$905.00
9	1	DVEO	MultiStreamer DIG/IP: TELCO	IP Video Encoder for Cox with Dual power supply, 4 Gig/E ports, dual inputs for redundancy		\$5,643.00	\$5,643.00
10	1	Black Magic Designs	BMD-VHUBSMART6G1 212	Smart Video Hub 12x12 HD Routing Switcher		\$1,313.00	\$1,313.00
11	1	Black Magic Designs	BMD-VHUB/WMSTRCRL	Videohub Master Control Button Panel, router control		\$655.00	\$655.00
12							
Recording/Play Back Equipment							
13							
14	1	AJA	KiPro Rack	File based 1RU Recorder and Player		\$1,701.00	\$1,701.00
15	2	AJA	KI-STOR1000USB	1TB HDD storage module with USB 3.0 connection		\$422.00	\$844.00
16	1	AJA	KI-STOR-DOCK	External Doc with Thunderbolt and USB connections		\$252.00	\$252.00
17	1	JVC	SR-HD2700US	Blu Ray Recorder		\$3,133.00	\$3,133.00
18	1	Verbatim	DM4839	25GB, 6X Recordable Blu Ray Media / 25 Pack		\$27.00	\$27.00
19							
KVM Switch							
20							
21	1	Raritan	DLX-108	KVM Switch, 8 servers, 1 monitor station		\$725.00	\$725.00
22	3	Raritan	D2CIM-VUSB	Computer module/VGA-USB	CG/Server/User PC	\$138.00	\$408.00
23	1	Samsung	S24E850BW	Monitor, 24 inch, VGA, DVI inputs		\$311.00	\$311.00
24	1	Logitech	MK320	Wireless Keyboard and Mouse		\$41.00	\$41.00
25							
Terminal Equipment							
26							
27	1	Ross	OG3-FR-CN	Open Gear Frame with cooling and advanced GigE Network control		\$1,692.00	\$1,692.00
28	1	Ross	PS-OG3	Redundant Power supply for OG3 Frame		\$525.00	\$525.00
29	1	Ross	UDA-8705A-R2	Video DA, 1 in 8 Out		\$290.00	\$290.00
30	1	Ross	ADA-8405-C-R2C	Audio DA, 2 in 4 out		\$337.00	\$337.00
31	1	Black Magic Designs	BMD-CONVOPENGSY NC	Open Gear Sync Generator, 10 Ref outputs, Open Gear Card		\$466.00	\$466.00
32	1	Black Magic Designs	BMD-TERANEX2D422	Teranex 2D Processor, down converter		\$1,878.00	\$1,878.00
33	1	Black Magic Designs	BMD-HDL-AUDMON1RU	Audio monitor, SDI and Analog 2 Ch.		\$1,408.00	\$1,408.00
34	1	JVC	DT-N17F	QC Monitor, 17 Inch		\$1,981.00	\$1,981.00
35	3	Middle Atlantic	U1	Rack shelf, 1 RU	To mount converters on	\$43.00	\$129.00
36	2	Middle Atlantic	U2	Rack shelf, 2 RU	WFM, STB	\$56.00	\$112.00
37	1	Cisco	SG300-28P POE+	GigE Network Switch, 24 ports		\$763.00	\$763.00
38	2	Bitree	B64H-2MWITHD	Video Patch bay, 2x32, Mid Size, 1.5RU		\$2,115.00	\$4,230.00
39	8	Bitree	VPCM2400-75	Video Patch Cable, Mid size, 75 ohm, 24 inch		\$20.00	\$160.00
40	2	Bitree	ADMW12	Mini-Weeco mid size to female BNC Adaptor plug, short		\$25.00	\$50.00
41	1	Bitree	PCHV	Video Patch cable holder		\$23.00	\$23.00
42	1	Brightsign	XT243	Offers the most powerful H.265 4K and Full HD video engine with 4K upscaling and dual decoding of one 4K and one Full HD video simultaneously. Delivers the best HTML5 rendering performance available for Enterprise applications. Includes the standard I/O package of gigabit Ethernet with POE+, GPIO (GPIO connectors sold separately), IR, analog and digital audio and an M.2 SSD interface.		\$516.00	\$516.00

CUSTOMER: City of Escondido

ADDRESS:

CONTACT:

PHONE #:

EMAIL:



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www.TritonTechnology.tv | contractor's license #951869

QUOTE DATE: March 30, 2018

Escondido MC BOM

PROPOSAL #: V8

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	ENGINEERING	PRICE	EXTENDED PRICE
43	1	Brightsign	XT1143	Offers the most powerful H.265 4K and Full HD video engine with 4K upscaling and dual decoding of one 4K and one Full HD video simultaneously. Delivers the best HTML5 rendering performance available for Enterprise applications. Includes the standard I/O package of gigabit Ethernet with POE+, GPIO (GPIO connectors sold separately), IR, analog and digital audio and an M.2 SSD interface. Includes all the features BrightSign XT offers plus serial, dual USB and Live TV playback via the HDMI 2.0 input to play content from any broadcast channel – even protected HDCP content.		\$610.00	\$610.00
44	1	Black Magic Designs	CONVMIC/SH	Micro Converter SDI to HDMI (with Power Supply)		\$43.00	\$43.00
44	Edit System						
45	1	Black Magic Designs	BMD-BDLKULSR4K/2 "B" Stock	Ultra Studio 4K Thunderbolt video I/O for Mac Edit CPU "B" Stock. Unit is new but has no box. This includes full warranty.		\$796.00	\$796.00
46	1	Logitech	Z213	Compact 2.1 speaker system	For Edit/Gus	\$37.00	\$37.00
47							
48	Racks & Consoles						
49	2	Middle Atlantic	BGR-4132LRD	Racks, 41 RU, no rear door		\$907.00	\$1,814.00
50	4	Middle Atlantic	BGR-STP9	Top Panel for rack		\$35.00	\$140.00
51	1	Middle Atlantic	BSPN-41-32	Side Panels for BGR Racks		\$497.00	\$497.00
52	2	Middle Atlantic	CBS-BGR	Caster Base, BGR series		\$139.00	\$278.00
53	2	Middle Atlantic	PD-2415SC-NS	Slim Power Strip, 24 outlet, 15A		\$120.00	\$240.00
54	2	Middle Atlantic	UPS-OL2200R	Premium Online Series UPS backup 2RU, 2200VA		\$2,121.00	\$4,242.00
55	1	Middle Atlantic	LT-1RA	Rack Mount Light		\$175.00	\$175.00
56	3	Middle Atlantic	PD-915R-PL	Rack Mount Power Strip		\$102.00	\$306.00
57	1	Middle Atlantic	PD-215	Compact Surge Device		\$113.00	\$113.00
58	1	Laguna Designs Inc.	Quote 1786	Custom Console Includes the following items:		\$9,500.00	\$9,500.00
59	1	Laguna Designs Inc.	Custom Kilo Series	Custom Console with 2, 4RU turrets, 1 monitor arm, (1) dual monitor arm			
60	1	Laguna Designs Inc.	Custom	Wall mounted shelf, 12x36x10" (HWD) with adjustable shelves, 2 doors open left/right			
61	1	Laguna Designs Inc.	Custom	Storage Cabinet, 72x25x19" (HWD) with adjustable shelves, door on right hinge with 4" toe kick			
62							
63	Customer Furnished Equipment (CFE)						
64	1	Scientific Atlanta	Set top box	Music background for CG	for music	\$0.00	\$0.00
65	1	Apple	Mac Pro	Edit CPU w/keyboard/mouse	Editing	\$0.00	\$0.00
66	1	Apple	27 Inch	27 inch monitor for Editing	Editing	\$0.00	\$0.00
67	1	Quatech	ESU2-400	USB-RS422 box	for relay switching to Cox Cable	\$0.00	\$0.00
68	1	Cox Cable	Modulator	Cox Modulator		\$0.00	\$0.00
69	1	AT&T	Modulator	AT&T Modulator		\$0.00	\$0.00
70	1			Analog Waveform Monitor		\$0.00	\$0.00
71	1	Sony	Beta	Beta Record/Player		\$0.00	\$0.00
72	1	Mfgr	Model	User PC		\$0.00	\$0.00
73							
74	STORAGE						
75	1	SNS	8B32TB-4X1C	EVO 8 Bay Base System includes: 32TB,(w/4x1GbE), 8 x 4TB SATA- Unlimited ShareBrowser Licenses - File/Volume Sharing - Unlimited ShareBrowser/SANmp/GlobalSAN Licenses - Adobe and Apple Project Sharing - Cloud Access - 2x1GbE Ports Onboard (iSCSI/NAS) - 1 Yr Hardware Maintenance - Avid Project/Bin Sharing - NAS (AFP/SMB/NFS/SFTP) and SAN in the same box - Lifetime Qcomplete Basic Support		\$14,382.00	\$14,382.00
76	1	SNS	SVC200-INSTALL-PH	Phone Installation/Configuration Service - Dedicated Installation Hotline access -Monday - Friday, 7am - 3pm Central Time only - UTC/GMT -8 hours Standard Time - UTC/GMT -5 hours Daylight Time - -Service does not include data migration or backup support - Data migration/backup required prior to service date - Rate applies for time listed above ONLY - This service subject to approval by System Engineer - 24 hr cancellation notice required		\$927.00	\$927.00
77	1	SNS	SVC926P-8BAY	Q:COMPLETE Premium Support - Yearly Site License - - 24/7 Emergency Support		\$2,248.00	\$2,248.00
78							

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QUOTE DATE: March 30, 2018
 Escondido MC BOM
 PROPOSAL #: V8

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	ENGINEERING	PRICE	EXTENDED PRICE
79	Estimated Install Labor / Materials						
80	1	Triton	Labor	Labor for installation, commissioning and training.		\$52,135.00	\$52,135.00
81	1	Media Control Concepts	Labor	Setup and training for Cablecast Flex4 and Carousel (Must be purchased from Media Control Concepts)		\$2,500.00	\$2,500.00
82	1	Triton	Install Materials	Install Materials		\$8,000.00	\$8,000.00
					SUBTOTAL:		\$163,846.00
					FREIGHT ESTIMATE BILLED AT COST:		\$3,276.92
					TAX @:	7.75%	\$8,725.71
					CALIFORNIA E-WASTE RECYCLE FEE:		
					\$5.00/Monitor 4" - 14.99"		
					\$6.00/Monitor 15"-34.99"		
					\$7.00/Monitor 35" or larger		\$18.00
					TOTAL:		\$175,866.63

This quotation is good for 30 days. Payment terms available upon credit approval.



Master Control

Project Documents





CITY OF ESCONDIDO - MASTER CONTROL

DRAWING INDEX

NAME	DESCRIPTION	REV.	DATE
INDEX	Drawing Index	A	12/17
LGND	Drawing Legend	A	10/17

VIDEO			
V10	Production Switcher	(Revision)	A 11/17
V20	DV Router	(Revision)	A 11/17
V30	MC Video		A 11/17
V31	MC Router		A 11/17
V32	MC Distribution		A 11/17
V33	MC Edit System		A 11/17

SYNC			
SYNC01	Sync & TC	(Revision)	A 11/17

NETWORK			
N01	Network	(Revision)	A 11/17
N35	MC Network		A 11/17
KVM01	Keyboard/ Video/ Mouse	(Revision)	A 11/17

NAME	DESCRIPTION	REV.	DATE
ELEVATIONS			
ELE01	MC Racks		A 11/17
ELE02	Console		A 11/17
ELE03	Storage		A 11/17

MODULAR FRAMES			
MF01	MC Modular Frame		A 11/17

PATCH BAYS			
MCPB01	MC Patch Bays V02 & V03		A 12/17

FLOOR PLAN			
FP01	MC Floor Plan		A 11/17



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WIRE NUMBER SERIES

Drafter:
B. ROSE
Eng'r:
B. ROSE

Contract Date:
11/01/12017
Project No.:

Prepared For:
Escondido
Master Control

Dwg Title:

INDEX

Rev Level: 0
 Rev Date: 1/12/18
 Drawing No.: INDEX
 Sheet 1 of 1

AV Abbreviations

LOCATION / DEFINITION CODES	DESCRIPTION
CR	CONTROL ROOM
TR	TRAY
RTR	ROUTER
SWR	SWITCHER
MC	MASTER CONTROL
C	CONSOLE
PNL	PANEL
MON	MONITOR
DA	DISTRIBUTION AMP
CNV	CONVERTER
NET SW	NETWORK SWITCH
VT	TAIDEN VOTE INT.

Cable Type & Color Codes

SIGNAL TYPE	COLOR	CABLE TYPE
ANALOG AUDIO	BLACK	9451
SD DIGITAL VIDEO	BLACK	1505A
HD DIGITAL VIDEO	VIOLET	1505A
SYNC	ORANGE	1505A
NETWORK	BLUE	2412
KVM	BLUE	2412

Wire Number Series

WIRE NUMBER PREFIX	DESCRIPTION
A	ANALOG AUDIO
DV	HD DIGITAL VIDEO
N	NETWORK
RF	COAX
S	VIDEO SYNC
KVM	KEYBOARD VIDEO MOUSE
HD	HDMI
TC	TIME CODE
F	FIBER
V	SD DIGITAL VIDEO

Patchbay Identification

Patchbay Signal **Abbreviation**
 All Patchbays: PB-XX
Patchbay Database/Label ID:
 PB-DV01: A01 = Patchbay Digital Video 01, Row A, Jack 01

"A" Top Row "B" Bottom Row
 Jack Position

NOTE: All top rows are A and Bottom Rows are B

WIRING DETAIL

NOTE: Numbers sequence within the room:
 RK01 → Rack Room, Rack 01

LOCATION INFORMATION
 TYPICAL OF PATCH LOCATION

Audio Standards

SPL Monitor Calibration
 Video 79 db

Reference Levels
 Digital Audio: -20dBFS
 Analog Audio: +4dB = 0VU
 Digital Audio Sample Rate: 48KHz
 Termination Impedance: 66 Ohm Bridged or 600 Ohm Balanced

Cable Label

Source Location / Rack Destination Location / Rack
 Source Equipment Source Termination
 Cable Number 3 Times
 DV1101 DV1101
 S:CCU 01 HD SDI Out 1
 D:PB-V02 A13

Clear Laminate
 Drawing Not to Scale
 Hellermann Tylon : TAG 24T1

Destination Equipment Destination Termination
 Standard distance, 2" with tight patchbays

Rack Tray / DA Designations

System Name VDA -T3/06
 Location CTL01

Mfg# UD A8705A
 Model # ROSS

FUNCTION: VDA -T3/06
 TRAY-3 SLOT # 06

Router Input Symbol

Router Output Symbol



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WIRE NUMBER SERIES:	Drafter:	Created Date:
B. ROSE	B. ROSE	11/01/12017
Eng#:	Project No.:	
B. ROSE		

Prepared For:
Escondido Master Control

Dwg File: EMC Legend.dwg

Dwg Title:	LEGEND
Rev Level:	0
Rev Date:	1/12/18
Drawing No.:	LGND
Sheet	1 of 1



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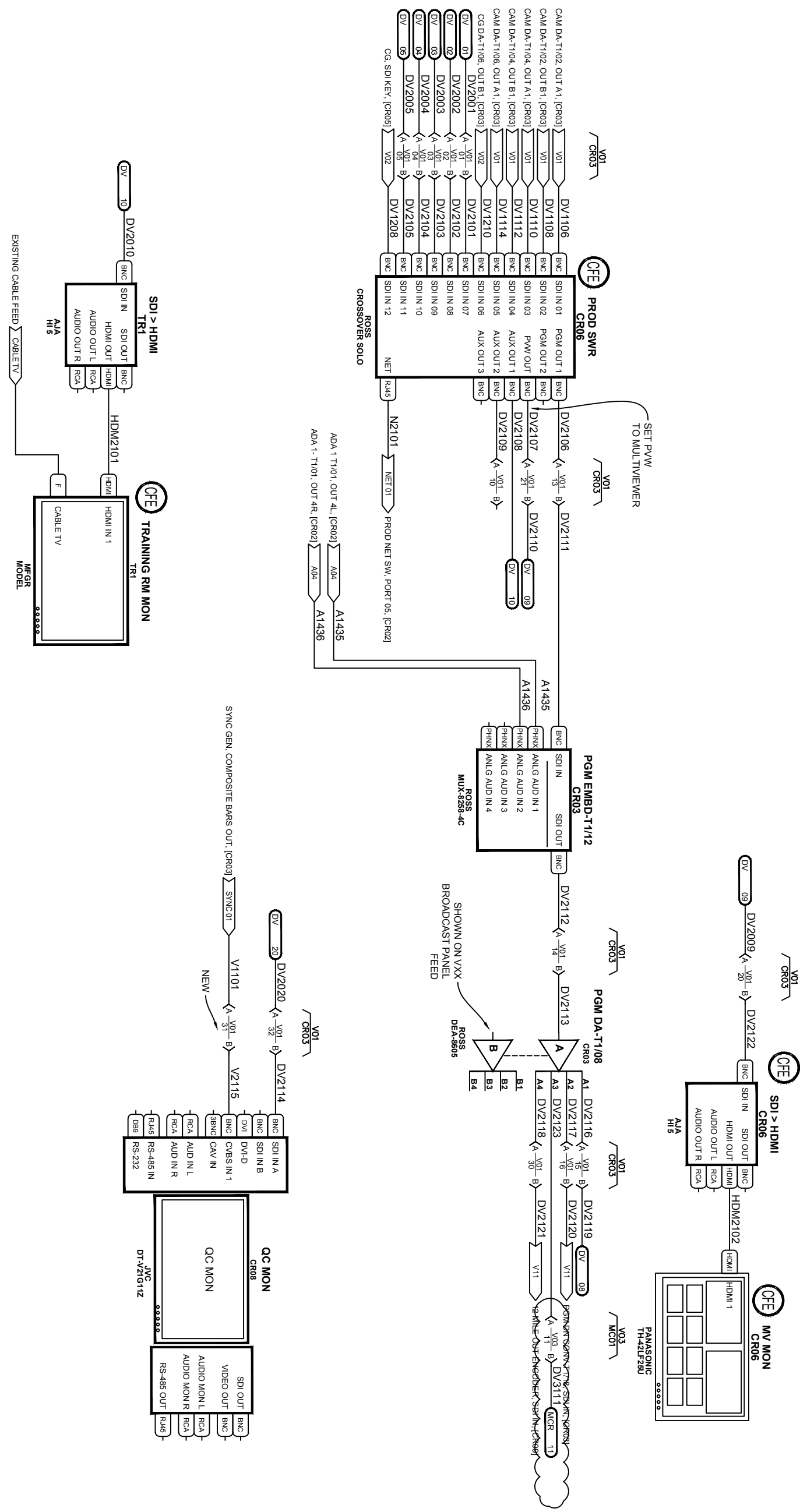
WIRE NUMBER SERIES:	Dealer:
V2100, DV2100 SERIES	B. ROSE
HDM2100 SERIES	Eng'r:
DV3100 SERIES	G. ALLMANN

Covered Date:	Prepared For:
11/20/2017	CITY OF ESCONDIDO
Project No.:	Dwg Title:
	PRODUCTION SWITCHER MULTIVIEW / QC / TRAINING MONITORS

Dwg File:	Sheet
V10 Prod Swr.dwg	1 of 1

Rev Level:	Rev Date:
	1/15/18
Drawing No.:	
V10	

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Rev Level: V10



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WIRE NUMBER SERIES:
DV2000 SERIES

Drafter:
B. ROSE
Eng'g:
G. ALLMANN

Contract Date:
11/10/2017
Project No.:

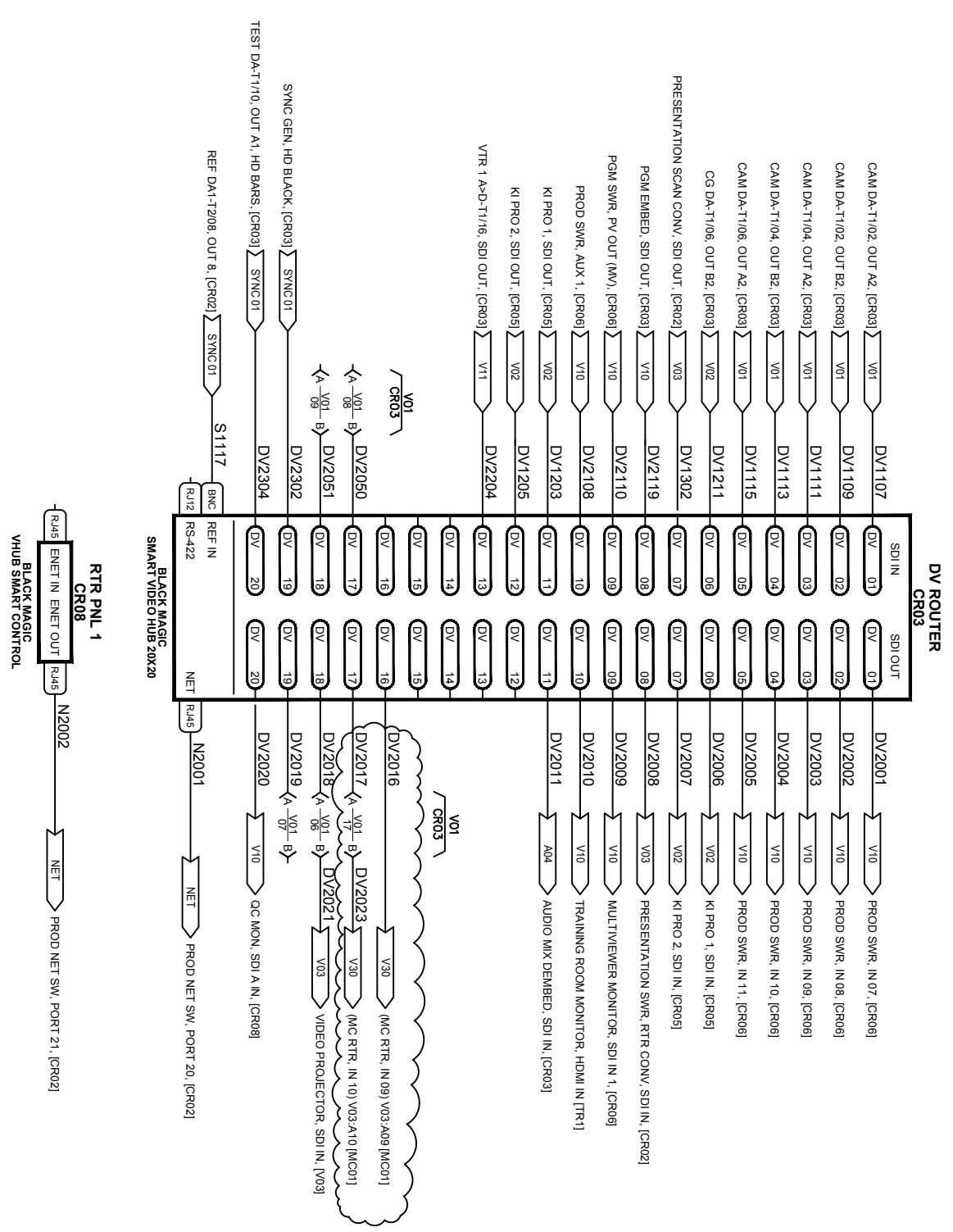
Prepared For:
CITY OF ESCONDIDO

Dwg Title:
DV ROUTER IN/OUT

Rev Level:
Rev Date: **2/27/18**
Drawing No.:
V20

Sheet **1** of 1

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FINAL APPROVED BY:	REVIEWED DATE:
FINAL APPROVED DATE:	

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WIRE NUMBER SERIES:	AS3000 SERIES
	DY3000 SERIES
	USB3000 SERIES
	VGA3000 SERIES

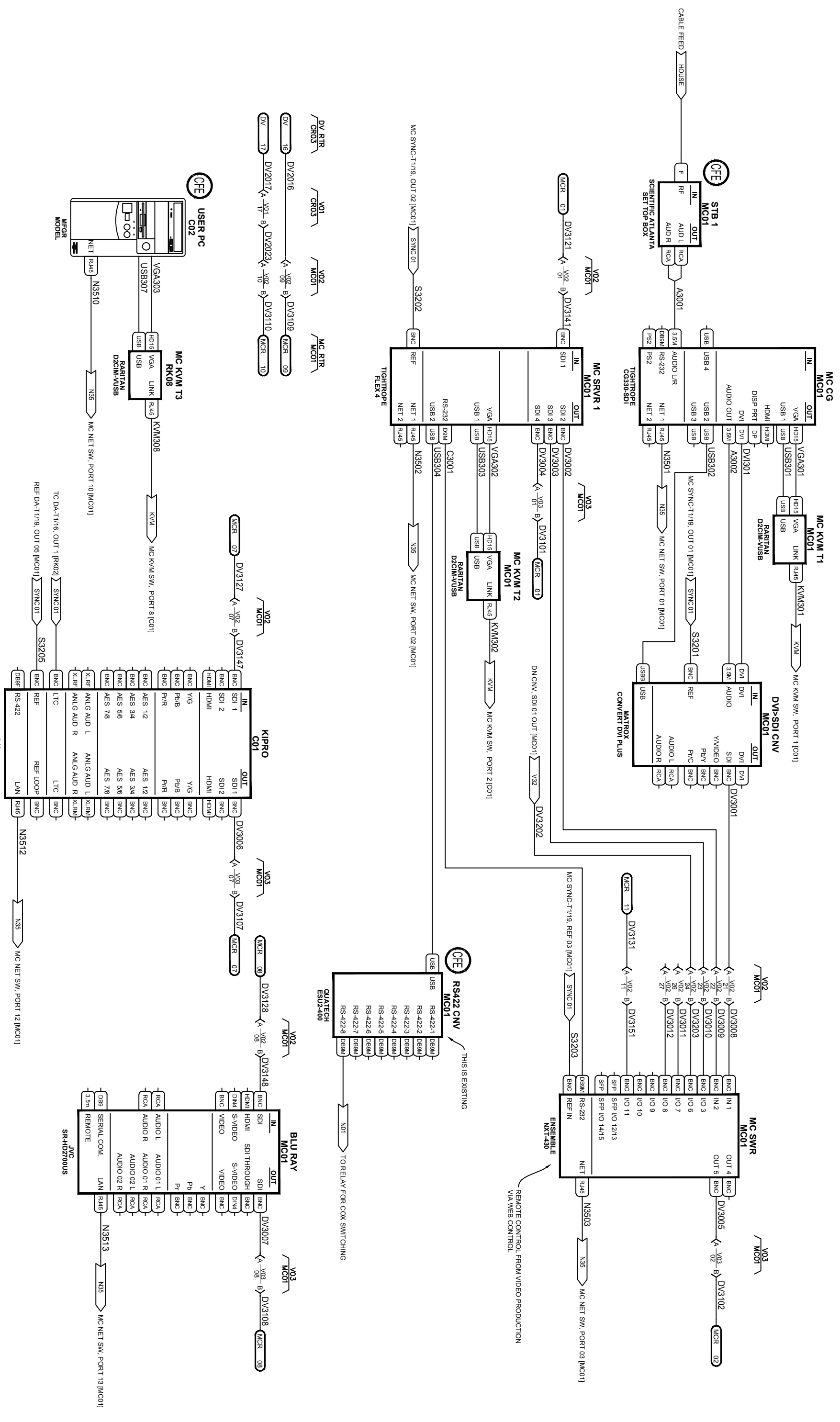
Draftsman:	B. ROSE
Eng'g:	G. ALLMANN

Contract Date:	11/12/2017
Project No.:	

Prepared For:	CITY OF ESCONDIDO
Dwg File:	V30 MC Video.dwg

Dwg Title:	MASTER CONTROL VIDEO
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Rev Level:	
Rev Date:	2/27/18
Drawing No.:	V30
Sheet 1 of 1	



TO RELAY FOR COX SWITCHING

REMOTE CONTROL FROM VIDEO PRODUCTION VIA WEB CONTROL

THIS IS EXISTING



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WIRE NUMBER SERIES
DV3100 SERIES

Drafter:
B. ROSE
Erger:
B. ROSE

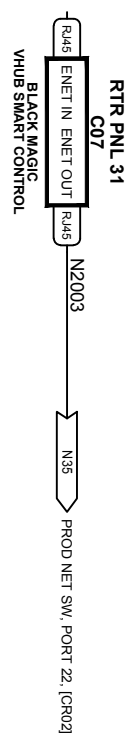
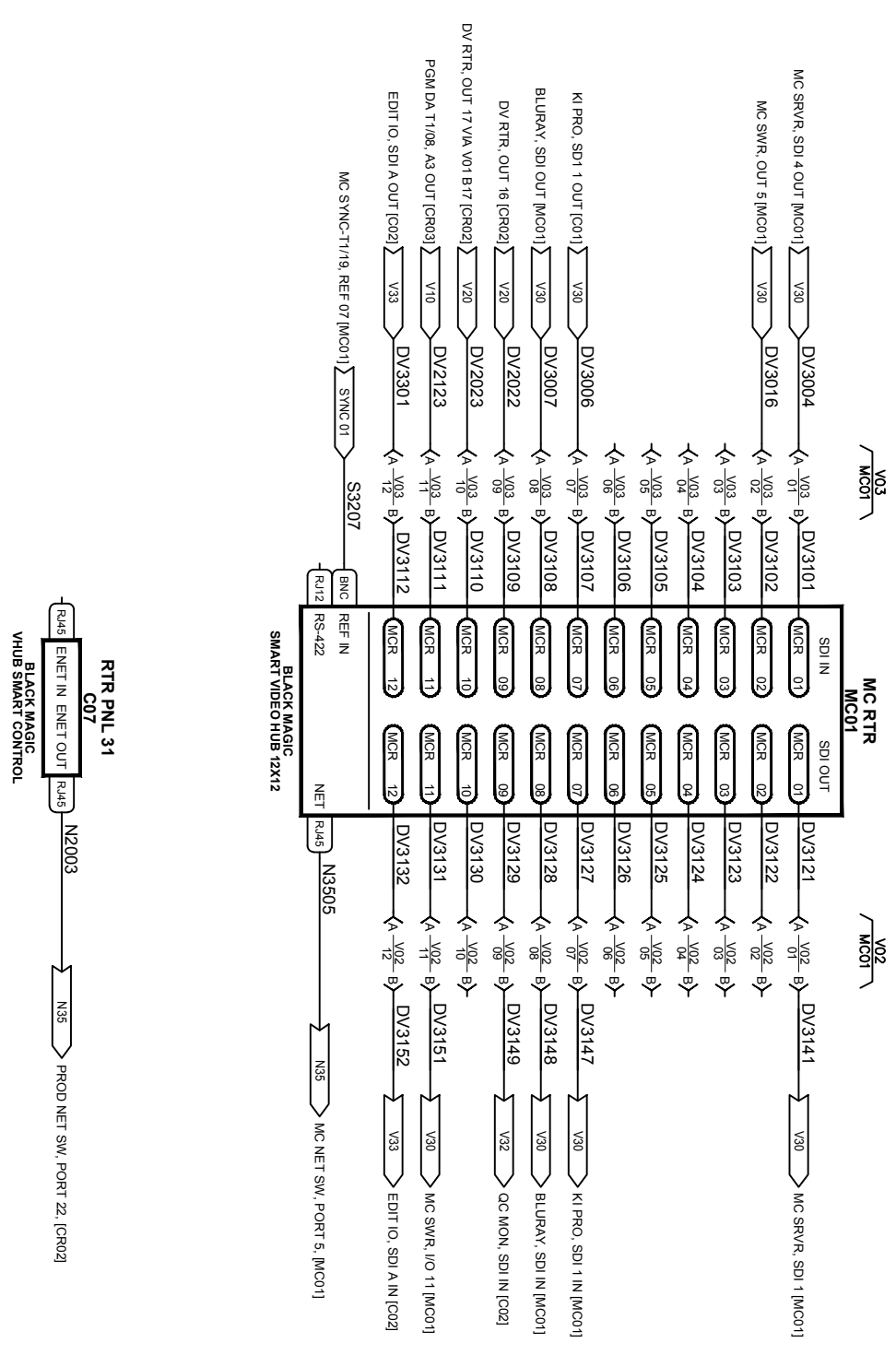
Contract Date:
11/20/2017
Project No.:

Prepared For:
CITY OF ESCONDIDO

Dwg Title:

**MASTER CONTROL
SDI ROUTER**

Rev Level: **0**
Rev Date: **2/27/18**
Drawing No.:
V31
Sheet **1** of **1**





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WIRE NUMBER SERIES	A3300, T3300 SERIES
WIRE NUMBER SERIES	HD3300, DV3300 SERIES
WIRE NUMBER SERIES	N3300 SERIES

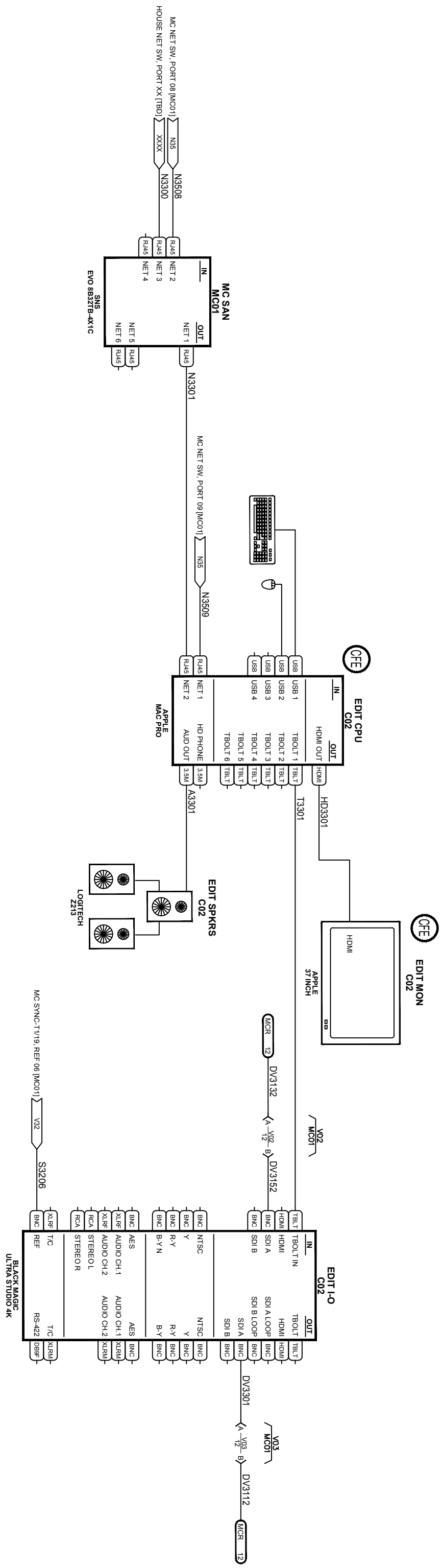
Dealer:	B. ROSE
Eng'r:	G. ALLMANN

Contract Date:	11/20/2017
Project No.:	

Prepared For:	CITY OF ESCONDIDO
Dwg File:	V33 Edit.dwg

Dwg Title:	EDIT SYSTEM
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Rev Level:	0
Rev Date:	1/15/18
Drawing No.:	V33
Sheet	1 of 1





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REVIEWED BY:	REVIEWED DATE:
FINAL APPROVED BY:	FINAL APPROVED DATE:

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WIRE NUMBER SERIES	N1200, N1600 SERIES
F1100 SERIES	F1100 SERIES
N2000 SERIES	N2000 SERIES

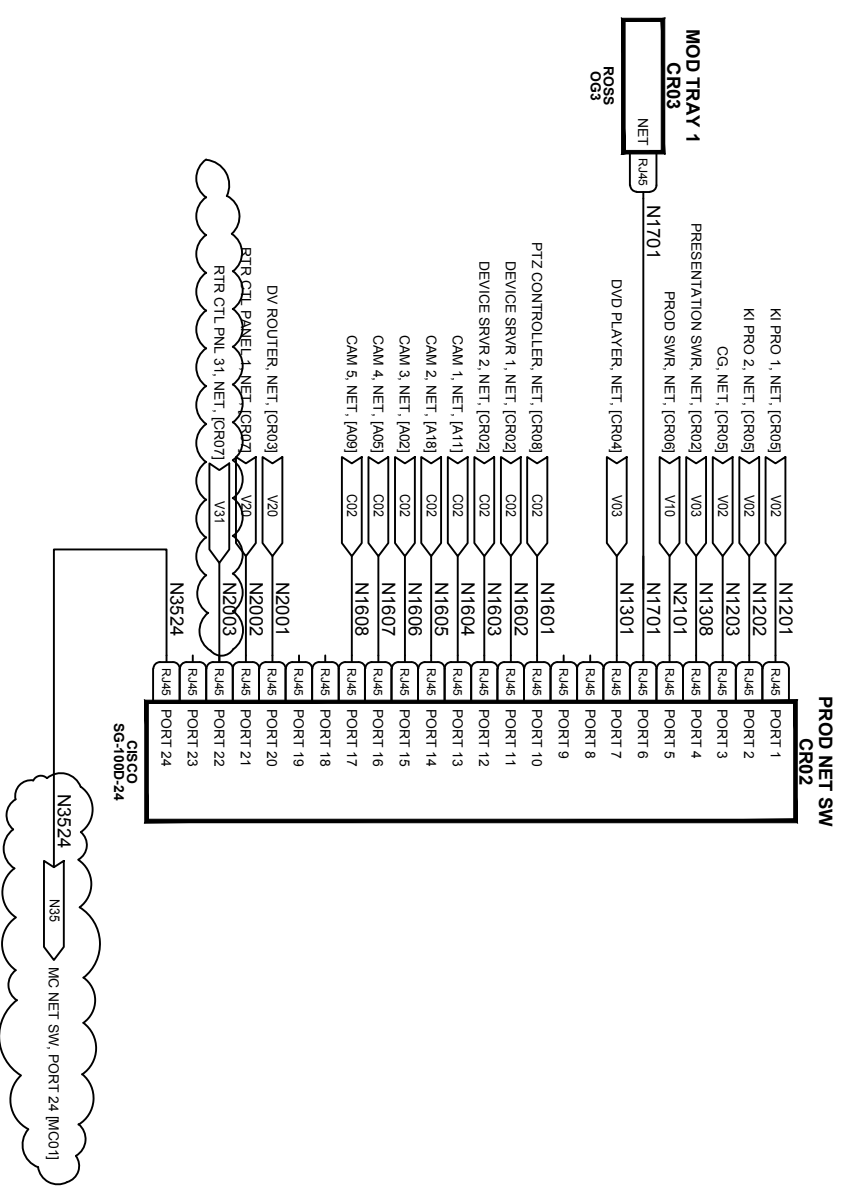
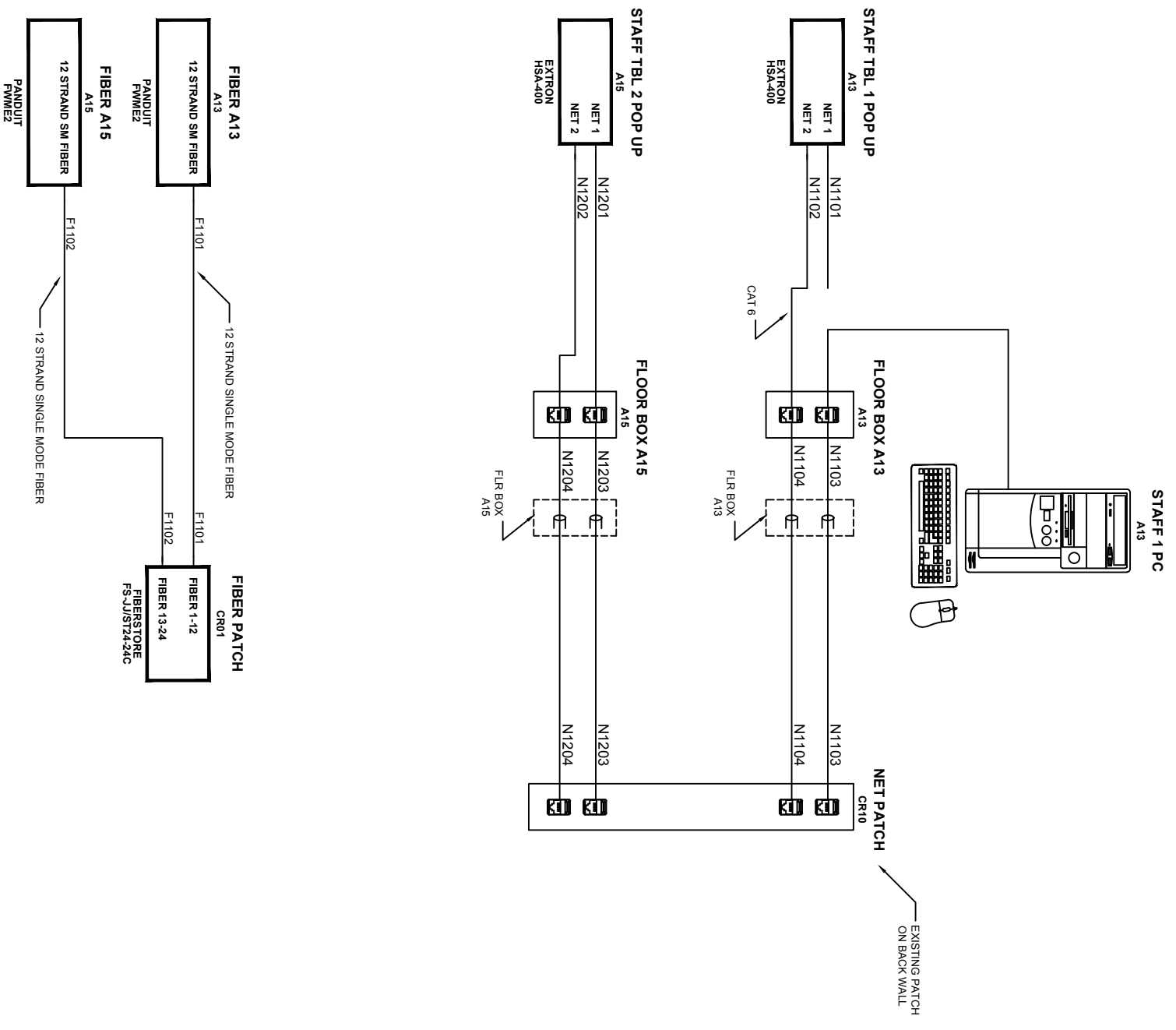
Drafter:	B. ROSE
Eng'r:	G. ALLMANN

Created Date	11/20/2017
Project No:	

Prepared For:	CITY OF ESCONDIDO
Dwg Title:	NETWORK

Rev Level:	0
Rev Date:	1/15/18
Drawing No.:	N01
Sheet	1 of 1

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WIRE NUMBER SERIES
N3500 SERIES

Dealer:
B. ROSE
Eng'r:
B. ROSE

Contract Date:
11/30/2017
Project No.:

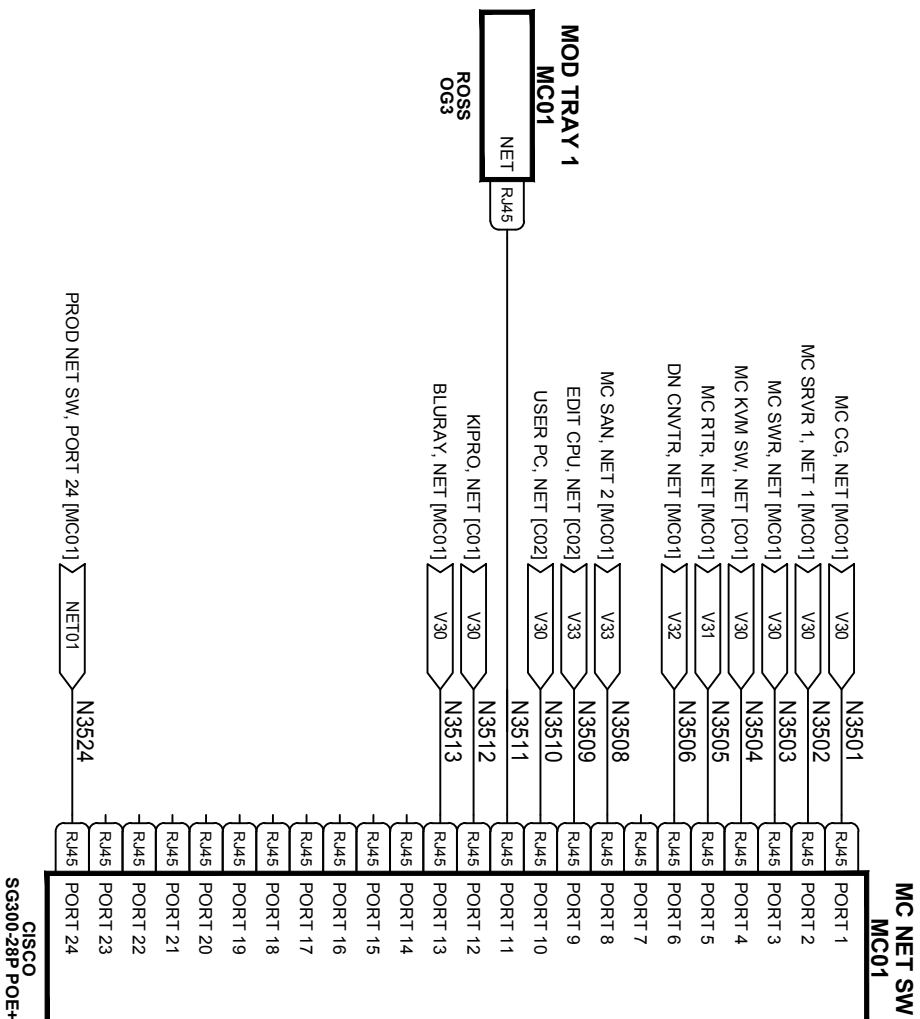
Prepared For:
CITY OF ESCONDIDO

Dwg Title:

MASTER CONTROL NETWORK

Rev Level: **0**
Rev Date: **1/15/18**
Drawing No.:
N35

Sheet **1** of **1**





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FINAL APPROVED BY:	FINAL APPROVED DATE:

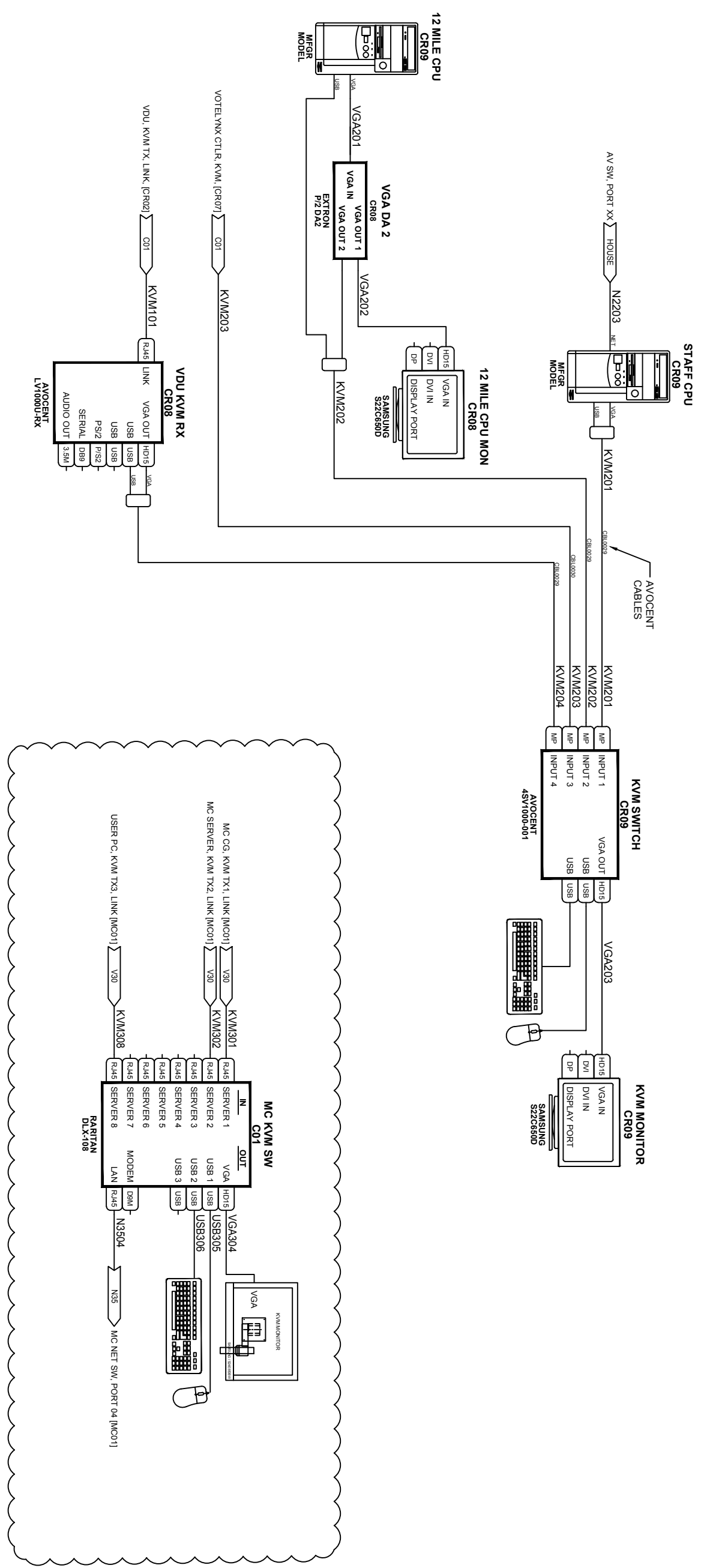
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WIRE NUMBER SERIES:	DEALER:
VGA200, KVM200 SERIES	G. ALLMANN
KVM300 SERIES	Eng'r:
VGA300, USB300 SERIES	G. ALLMANN

Contract Date:	Prepared For:
11/20/2017	CITY OF ESCONDIDO
Project No.:	Dwg Title:
	KEYBOARD / VIDEO / MOUSE SWITCHING

Dwg File:	Rev Level:
KVM 01.dwg	0
	Rev Date:
	1/15/18
	Drawing No.:
	KVM01
	Sheet 1 of 1

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MASTER CONTROL RACK

TRANSMISSION RACK

MC01	71.75
41	BRUSH PANEL
40	MC NET SW CISCO / 16 PORT
39	SET TOP BOX
38	SCIENTIFIC ATLANTA / STB
37	DN CONVERTER TERANEX 2D
36	MC SWR ENSEMBLE / NXT-430
35	
34	
33	MC ROUTER BLACK MAGIC VHUB 12X12
32	
31	
30	A V02
29	B V03
28	
27	
26	
25	
24	MC CG TMS / CG330S-SDI
23	DVI/SDI CNV MATROX / DVI PLUS
22	
21	
20	MC SRVR 1 TMS / FLEX 4
19	
18	
17	BLURAY REC JVC / SR-HDZ700
16	
15	
14	
13	
12	MC SAN SNS / EVO 8832TB-4X1C
11	
10	
9	MODULAR FRAME ROSS / OCS
8	
7	
6	
5	
4	UPS
3	MIDDLE ATLANTIC / UPS-OL2200R
2	
1	MIDDLE ATLANTIC BGR-4132LRD

MC02	71.75
41	FIBER TRAY
40	24 PORT AMPHENOL / FIBER
39	
38	FIBER TX C-COR / DV631TRST
37	ENCODE/TX CUSTOM
36	
35	BTSC SAP GEN LEAMING INDUSTRIES
34	BTSC STEREO GEN LEAMING / MTS-2B
33	
32	AT&T ENCODER INLET TECH / VC-1
31	AT&T AV INTERFACE
30	AT&T NET SWITCH CISCO / 2960
29	
28	AT&T TFX AT&T TFX1431RO3P
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26	WFM MONITOR MFGR / MODEL
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2	MIDDLE ATLANTIC / UPS-OL2200R
1	MIDDLE ATLANTIC BGR-4132LRD



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REVIEWED AND APPROVED BY:	REVIEWED DATE:
JOYCE	
FINAL APPROVED BY:	FINAL APPROVED DATE:

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WIRE NUMBER SERIES:	DATE:
	11/20/2017

DEALER:	PROJECT NO.:
B. ROSE	
ENGR:	
G. ALLMANN	

Prepared For: CITY OF ESCONDIDO
Dwg File: EL01 - MC Elev_V3.dwg

Dwg Title: MASTER CONTROL ELEVATIONS

Rev Level: 0	Drawing No.: MC01
Rev Date: 1/8/18	Sheet 1 of 1



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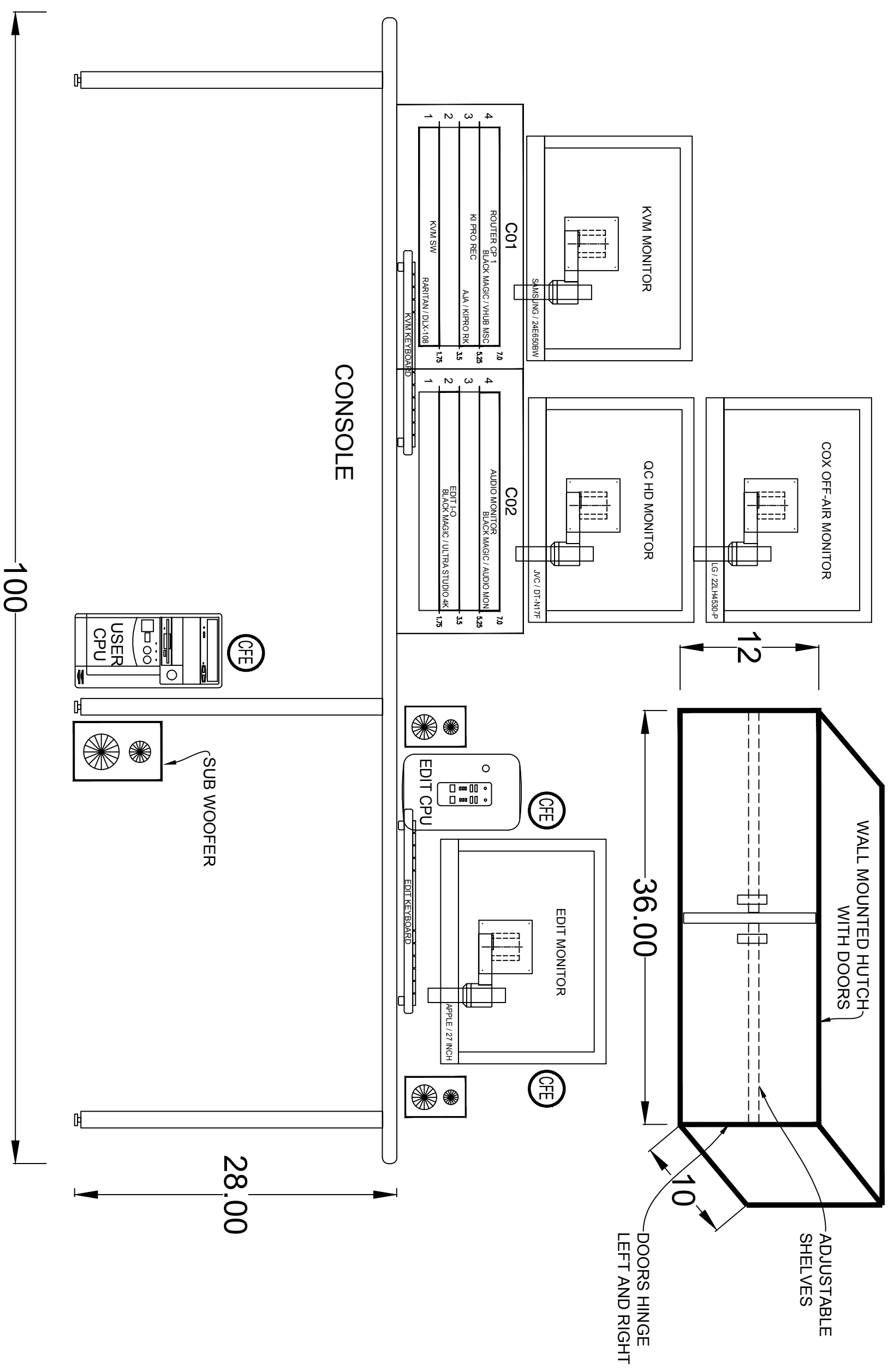
Designer:
G. ALLMANN
Eng'r:
G. ALLMANN

Created Date:
7/31/2016
Project No.:

Prepared For:
CITY OF ESCONDIDO
Dwg File: EL01 - MC Elev_V3.dwg

Dwg Title:
MASTER CONTROL ELEVATIONS

Rev Level: **0**
Rev Date: **1/8/18**
Drawing No.: **MC02**
Sheet **1** of **1**





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WIRE NUMBER SERIES

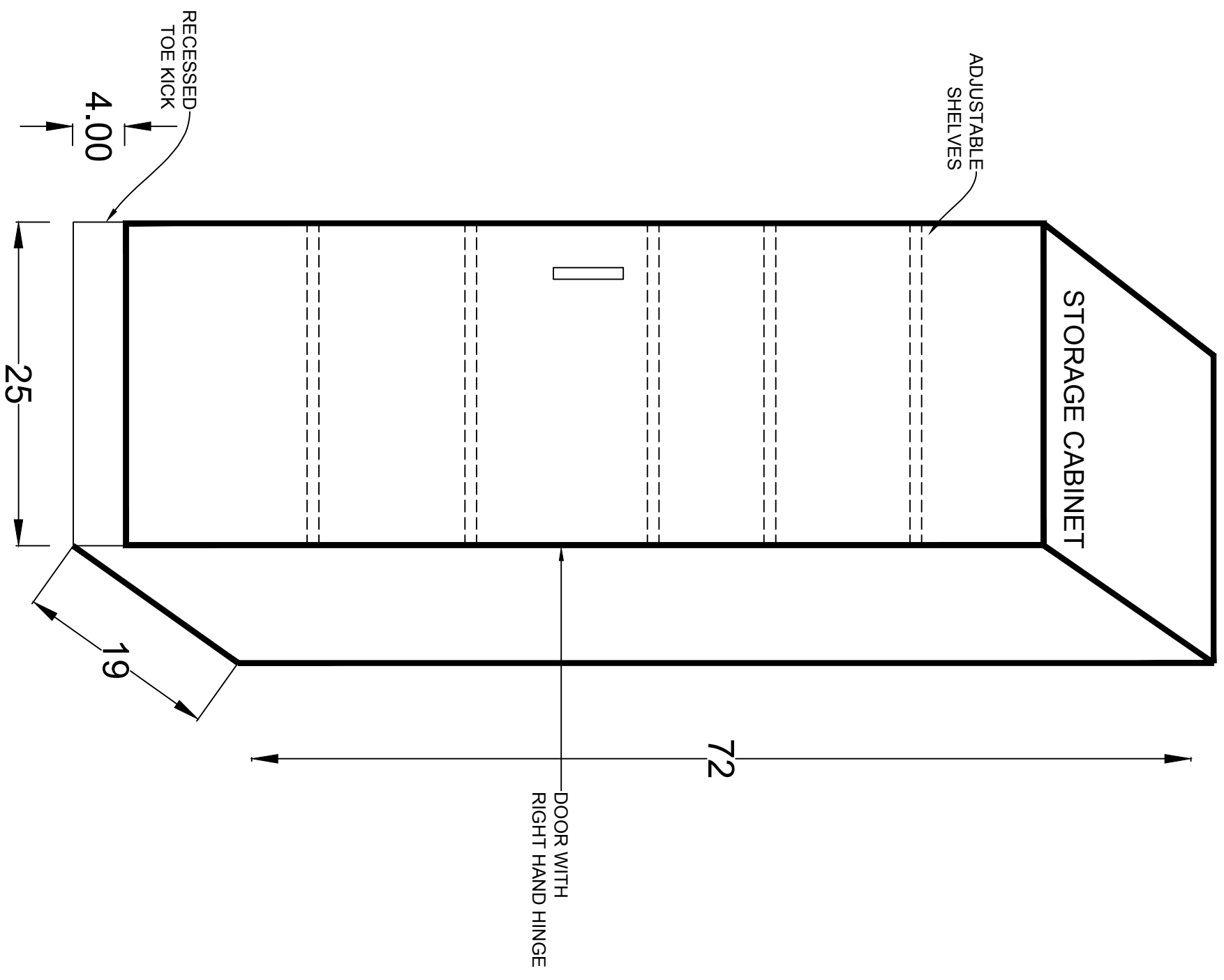
Drafter:
G. ALLMANN
Engr:
G. ALLMANN

Created Date
7/31/2016
Project No:

Prepared For:
CITY OF ESCONDIDO
Dwg File: EL01 - MC Elev_V3.dwg

Dwg Title:
MASTER CONTROL ELEVATIONS

Rev Level: **0**
Rev Date: **1/7/18**
Drawing No.: **MC03**
Sheet **1** of **1**





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WIRE NUMBER SERIES:

Drafter:
I. ADAR
Eng'r
B. ROSE

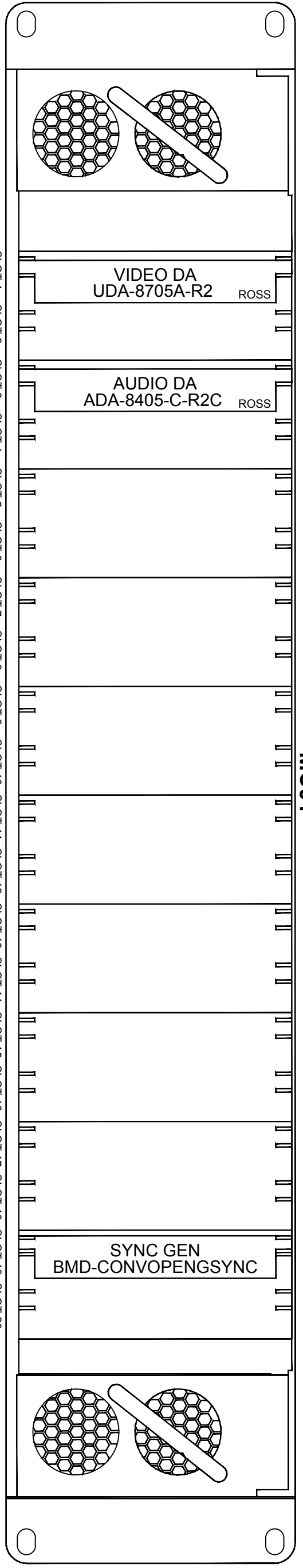
Checked Date:
11/20/2017
Project No.:

Prepared For:
CITY OF ESCONDIDO
Dwg File: MC Modular Trans.dwg

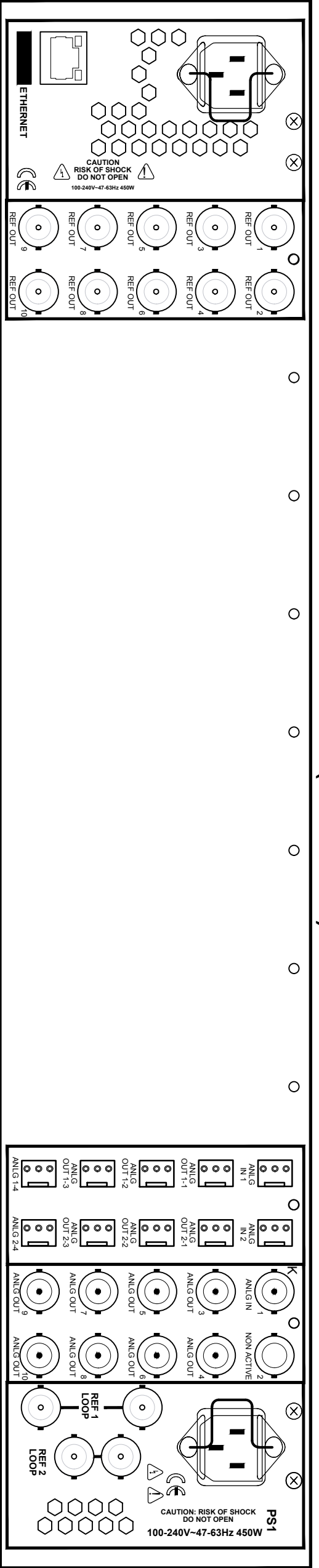
Dwg Title:

MASTER CONTROL
MODULAR FRAME

Rev Level: 0
Rev Date: 1/1/18
Drawing No.: MFO1
Sheet 1 of 1



FRAME T1 (FRONT VIEW)
MC01



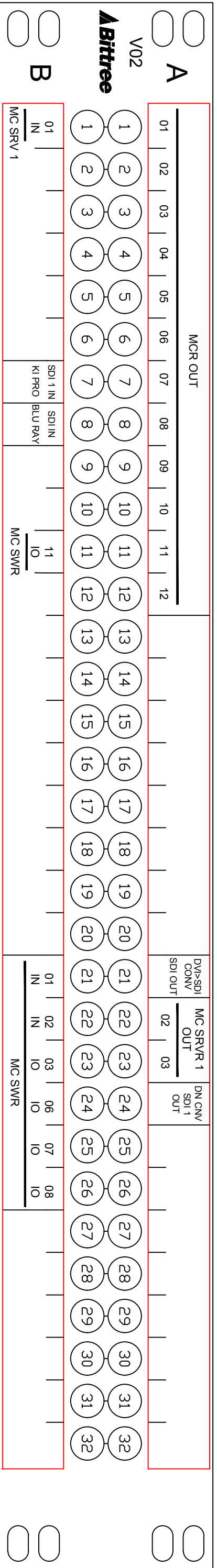
FRAME T1 (REAR VIEW)

BMD-CONVOPENGSYNC

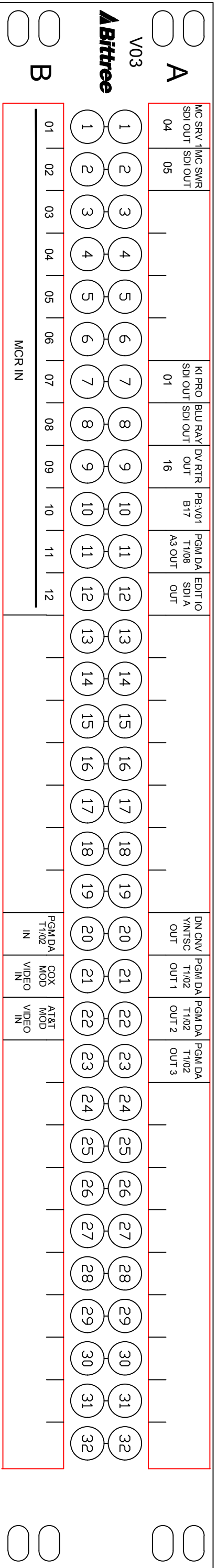
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UDA-8705A-R2

**PB V02
 MC01**



**PB V03
 MC01**



**BITTREE
 B64H-2MWTHD**

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WIRE NUMBER SERIES: _____

Drafter: **LADAIR**
 Engr: **B.ROSE**

Created Date: **12/10/2017**
 Project No: _____

Prepared For: **CITY OF ESCONDIDO**

Dwg Title: **MASTER CONTROL PATCH BAYS
 RACK MC01**

Dwg File: **Escondido MC-PB-V02 & V03.dwg**

Rev Level: **2**
 Rev Date: **1/12/18**
 Drawing No: **MCPB01**
 Sheet **1** of **1**



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WIRE NUMBER SERIES:	DATE:
6.	8/31/2016

DESIRED FOR:	DWG TITLE:
CITY OF ESCONDIDO	MASTER CONTROL FLOOR PLAN

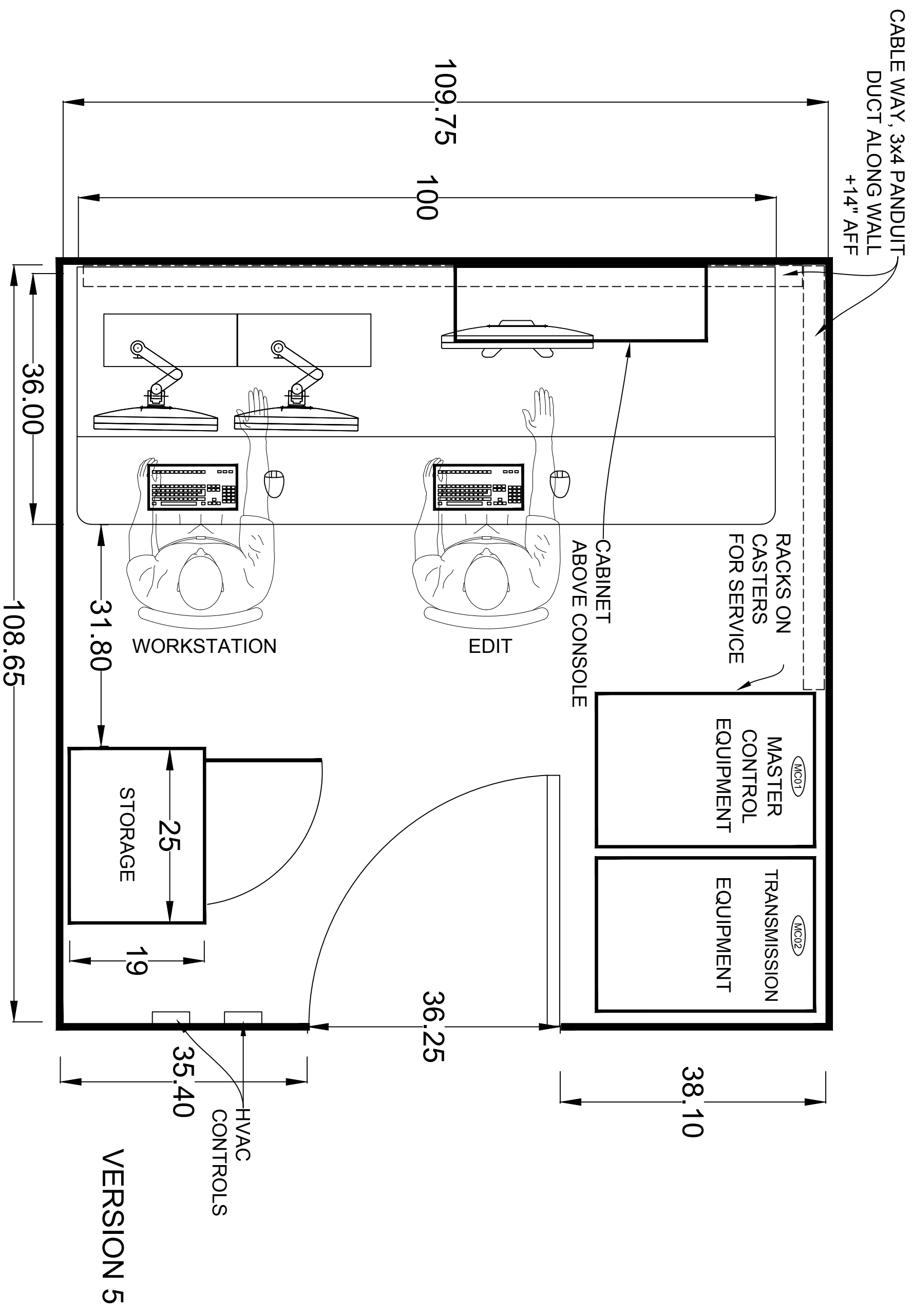
DESIGNER:	PROJECT NO.:
G. ALLMANN	

PREPARED FOR:	DWG FILE:
CITY OF ESCONDIDO	Escondido MC Fir Plan_v5.dwg

REVISED BY:	REVISED DATE:
FINAL APPROVED BY:	FINAL APPROVED DATE:

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FINAL APPROVED BY:	FINAL APPROVED DATE:



VERSION 5

REVISED BY:	REVISED DATE:
FINAL APPROVED BY:	FINAL APPROVED DATE:

CITY COUNCIL STAFF REPORT

Consent Item No. 11

April 18, 2018

File No. 0680-10

SUBJECT: Amendments to the Escondido Municipal Code's Campaign Control Ordinance

DEPARTMENT: City Attorney's Office

RECOMMENDATION:

It is requested that the City Council adopt Ordinance No. 2018-09, which amends Chapter 2, Article 7 of the Escondido Municipal Code in order to modernize and simplify the City's Campaign Control Ordinance and revise the campaign contribution limit.

BACKGROUND

On March 21, 2018, the City Council considered changes to the Campaign Control Ordinance which were intended to update and simplify the Ordinance, and eliminate duplication with the Political Reform Act. After consideration, City Council directed staff to return with an ordinance amending the Campaign Control Ordinance as follows:

- (1) Modifying the definitions of "Committee" and "Contribution" (Section 2-102);
- (2) Increasing the campaign contribution limit to \$4,300 (Section 2-103);
- (3) Repealing the restrictions on extensions of credit greater than 30 days and greater than \$500 (Section 2-103);
- (4) Repealing Section 2-104, which relates to campaign checking accounts;
- (5) Repealing Section 2-105 in order to allow expenditures by electronic payment;
- (6) Repealing Section 2-106, which contains the petty cash fund restrictions; and
- (7) Increasing the cash contribution limit to \$100 to mirror state law (Section 2-110).

All anonymous contributions would continue to be prohibited.

CONCLUSION

Staff requests that City Council adopt Ordinance No. 2018-09, amending Chapter 2, Article 7 of the Escondido Municipal Code.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Michael R. McGuinness, City Attorney
4/11/2018 3:48 p.m.

ATTACHMENTS:

1. Attachment A - A redlined version of Sections 2-102, 2-103 and 2-110 is attached to this Staff Report.
2. Ordinance No. 2018-09

Sec. 2-102. Definitions.

...

~~(3) *Committee* shall mean any person or combination of persons who directly or indirectly receives contributions or makes expenditures or contributions for the purpose of influencing or attempting to influence the action of the voters for or against the nomination or election of one or more candidates, including any committee or subcommittee of a political party, whether national, state or local, if:~~

~~——(a) Contributions received total five hundred dollars (\$500.00) or more in a calendar year; or~~

~~——(b) Expenditures and contributions made total five hundred dollars (\$500.00) or more in a calendar year; or~~

~~——(c) Contributions made directly to candidates and committees total five hundred dollars (\$500.00) or more in a calendar year.~~

~~(3) *Committee* shall be defined as the definition found in Government Code Section 82013, contained within the Political Reform Act, and any related provisions in the California Code of Regulations.~~

~~(4) *Contribution* shall mean a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure made at the behest of a candidate, committee or elected officer is a contribution to the candidate, committee or elected officer unless full and adequate consideration is received for making the expenditure.~~

~~——The term “contribution” shall include the purchase of tickets for events such as dinners, luncheons, rallies and similar fund raising events; a candidate’s own money or property used on behalf of his or her candidacy; the granting of credit in the normal course~~

~~of business; the granting of discounts or rebates not extended to the public generally or the granting of discounts or rebates by television and radio stations and newspapers not extended to an equal basis to all candidates for the same office; and the payment of compensation by any person for the personal services or expenses of any other person if such services are rendered or expenses incurred on behalf of a candidate or committee without payment of full and adequate consideration.~~

~~_____The term “contribution” shall further include any payment received by a committee from another committee.~~

~~_____The term “contribution” shall not include amounts received pursuant to an enforceable promise to the extent such amounts have been previously reported as a contribution.~~

~~_____The term “contribution” shall not include the cost of an event held in honor or on behalf of a candidate or committee when the total cost of the event amounts to no more than five hundred dollars (\$500.00) and when the event is not held for the purpose of obtaining contributions to the candidate or committee.~~

~~_____Notwithstanding the foregoing definition, the term “contribution” shall not include volunteer personal services or payments made by any individual for his or her own travel expenses if such payments are made voluntarily without any understanding or agreement that they shall be, directly or indirectly, repaid to him or her. Further, the term “contribution” shall not include an independent expenditure, as defined by state law, and shall not include payments for communications to members, employees, shareholders, or families of members, employees, or shareholders of an organization for the purpose of supporting or opposing a candidate or a ballot measure provided these payments are not made for general advertising such as broadcasting, billboards, and newspaper advertisements.~~

(4) *Contribution* shall be defined as the definition found in Government Code Section 82015, contained within the Political Reform Act, and any related provisions in the California Code of Regulations.

...

Sec. 2-103. Campaign contributions; limitations.

(a) No person other than a candidate shall make, and no campaign treasurer shall solicit or accept, any contribution which will cause the total amount contributed by such person with respect to a single election in support of or opposition to such candidate, including contributions to all committees supporting or opposing such candidate, to exceed four thousand ~~one-three~~ hundred dollars (\$4,~~3~~400.00).

(b) ~~Extensions of credit for a period of more than thirty (30) days are prohibited. Extensions of credit of more than five hundred dollars (\$500.00) are prohibited.~~ A candidate shall not lend his or her own campaign more than one hundred thousand dollars (\$100,000.00) per election. A candidate may not charge interest on any loan he or she made to his or her campaign.

(c) The terms of this section are applicable to any contributions made to a candidate or committee, whether used by such candidate or committee to finance a current campaign, to pay deficits incurred in prior campaigns, or otherwise.

(d) If any person is found guilty of violating the terms of this section, the amount of funds received constituting such violation shall be paid by the candidate or committee treasurer who received such funds to the city treasurer for deposit in the general fund of the city.

Sec. 2-110. Cash and anonymous contributions.

(a) No contribution ~~ever twenty-five~~ of one hundred dollars (~~\$100~~25.00) or more shall be made or received in cash. Any cash contributions ~~above twenty-five dollars (\$25.00)~~ of one hundred dollars (\$100.00) or more shall be paid promptly from available campaign funds, if any, to the city treasurer for deposit in the general fund of the city.

(b) No anonymous contributions shall be accepted by any candidate or committee. Any anonymous contributions received shall be paid promptly from available campaign funds, if any, to the city treasurer for deposit in the general fund of the city.

ORDINANCE NO. 2018-09

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE ESCONDIDO MUNICIPAL
ELECTION CAMPAIGN CONTROL
ORDINANCE, CHAPTER 2, ARTICLE 7

WHEREAS, pursuant to the authority granted by Government Code section 81013, the Escondido City Council enacted Article 7 of Chapter 2 of the Escondido Municipal Code in 1983 to supplement the Political Reform Act of 1974, as amended; and

WHEREAS, further amendments were made to Article 7 of Chapter 2 of the Escondido Municipal Code in 1986, 1997, 2002, 2007; and 2013; and

WHEREAS, the Escondido City Council now desires to simplify and modernize the Campaign Control Ordinance, eliminate duplication with the Political Reform Act, and increase local campaign contribution limits.

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

SECTION 1. That the definitions of "Committee" and "Contribution" in Article 7 of Chapter 2, Section 2-102 of the Escondido Municipal Code are amended to read as follows:

Committee shall be defined as the definition found in Government Code Section 82013, contained within the Political Reform Act, and any related provisions in the California Code of Regulations.

Contribution shall be defined as the definition found in Government Code Section 82015, contained within the Political Reform Act, and any related provisions in the California Code of Regulations.

SECTION 2. That Article 7 of Chapter 2, Section 2-103 of the Escondido Municipal Code is amended to read as follows:

Sec. 2-103. Campaign contributions; limitations.

(a) No person other than a candidate shall make, and no campaign treasurer shall solicit or accept, any contribution which will cause the total amount contributed by such person with respect to a single election in support of or opposition to such candidate, including contributions to all committees supporting or opposing such candidate, to exceed four thousand three hundred dollars (\$4,300.00).

(b) A candidate shall not lend his or her own campaign more than one hundred thousand dollars (\$100,000.00) per election. A candidate may not charge interest on any loan he or she made to his or her campaign.

(c) The terms of this section are applicable to any contributions made to a candidate or committee, whether used by such candidate or committee to finance a current campaign, to pay deficits incurred in prior campaigns, or otherwise.

(d) If any person is found guilty of violating the terms of this section, the amount of funds received constituting such violation shall be paid by the candidate or committee treasurer who received such funds to the city treasurer for deposit in the general fund of the city.

SECTION 3. That Article 7 of Chapter 2, Section 2-104 of the Escondido Municipal Code is repealed in its entirety.

SECTION 4. That Article 7 of Chapter 2, Section 2-105 of the Escondido Municipal Code is repealed in its entirety.

SECTION 5. That Article 7 of Chapter 2, Section 2-106 of the Escondido Municipal Code is repealed in its entirety.

SECTION 6. That Article 7 of Chapter 2, Section 2-110 of the Escondido Municipal Code is amended to read as follows:

Sec. 2-110. Cash and anonymous contributions.

(a) No contribution of one hundred dollars (\$100.00) or more shall be made or received in cash. Any cash contributions of one hundred dollars (\$100.00) or more shall be paid promptly from available campaign funds, if any, to the city treasurer for deposit in the general fund of the city.

(b) No anonymous contributions shall be accepted by any candidate or committee. Any anonymous contributions received shall be paid promptly from available campaign funds, if any, to the city treasurer for deposit in the general fund of the city.

SECTION 7. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and

independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 8. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

CITY COUNCIL STAFF REPORT

Consent Item No. 12

April 18, 2018

File No. 0600-10, A-3242

SUBJECT: Continuing Emergency and Need to Repair Five Sections of Escondido Sewer Pipeline: Hale Avenue Underpass of I-15, Kia Dealership Parking Lot, South Hale Avenue, Casa Grande Mobile Estates, and Green Tree Mobile Home Estates

DEPARTMENT: Utilities Department, Wastewater Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-65, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

FISCAL ANALYSIS:

Funding for this emergency sewer pipeline work is available in the Wastewater Fund. The contracts will be time and materials contracts, meaning that the contractors will bill for staff time, equipment, and construction materials necessary to complete the repairs. The contract values, \$797,970 for Southland Paving, Inc. and \$2,500,000 for Orion Construction Corp., are not to be exceeded without further Council approval.

BACKGROUND:

Previously, the City Council adopted Resolution No. 2018-50, approving emergency action to immediately begin repairs on the five sections of pipeline located along sections of Hale Avenue. The existing sewer pipeline in Hale Avenue is a 24-inch to 27-inch diameter reinforced concrete pipe, installed in 1959. The pipeline that includes the pipe sections covered by this emergency runs for approximately 7,300 feet from Tulip Street to the Hale Avenue Resource Recovery Facility (HARRF). This pipeline conveys raw sewage from approximately 40 percent of the City of Escondido to the HARRF.

Southland Paving, Inc. and Orion Construction, Corp. have the staff expertise and equipment to immediately mobilize to repair the sewer pipeline on a time and material basis. Two contractors are being used to insure that resources are immediately available to start the necessary repairs. As of the writing of this report, Southland Paving has begun excavating and trenching for the bypass pipeline to safely convey wastewater during the repairs.

Update to Emergency Repair of Five Sections of the Sewer Pipeline in Hale Avenue
April 18, 2018
Page 2

Orion Construction has begun a preliminary evaluation of the sewer pipeline through two mobile home parks, Casa Grande and Green Tree, to determine the safest alternative for replacing the damaged sewer pipeline in these areas.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Director of Utilities
4/11/2018 3:02 p.m.

ATTACHMENTS:

1. Resolution No. 2018-65

RESOLUTION NO. 2018-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, FINDING THAT AN EMERGENCY CONTINUES TO REQUIRE THE IMMEDIATE REPAIR OF FIVE SECTIONS OF THE ESCONDIDO SEWER PIPELINE IN HALE AVENUE

WHEREAS, the City Council recognizes that five sections of the sewer pipeline generally along Hale Avenue: in Hale Avenue underpass of I-15; under the Kia Dealership Parking Lot; in South Hale Avenue; through the Casa Grande Mobile Estates; and through the Green Tree Mobile Home Estates, are at risk of an imminent, catastrophic failure; and

WHEREAS, pursuant to Resolution No: 2018-50, the City Council previously found that this risk constitutes an emergency and approved staff to proceed to purchase services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

WHEREAS, pursuant to Section 22050 of the Public Contract Code, the City Council must review the emergency action every 14 days and determine by a four-fifths vote there is a need to continue the action; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action.

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

1. That the above recitations are true.
2. That the Mayor and City Council finds the failure of the five sections of sewer pipeline generally along Hale Avenue is a public health and safety emergency; that this emergency will not permit the delay that would result from a competitive bidding process; and that the proposed action and expenditure is still necessary to respond to the emergency requiring immediate repair of the sewer pipeline.

CITY COUNCIL STAFF REPORT

Consent Item No. 13

April 18, 2018

File No. 0600-10, A-3243

SUBJECT: Continuing Emergency Repair of a Heating, Ventilation and Air Conditioning (HVAC) Pipeline for The California Center for The Arts, Escondido

DEPARTMENT: City Manager's Office

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-66 declaring that, pursuant to Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue emergency repairs involving a damaged hot water pipeline that is preventing the use of the Escondido California Center for the Arts' ("CCA") HVAC system. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

FISCAL ANALYSIS:

A contract with A.O. Reed Inc. has been executed for the repair that is not to exceed \$143,000, including contingencies, without further City approval. The contract is a 'time and materials' contract, meaning that the contractor will bill for staff time, equipment, and construction materials necessary to complete the repairs. Staff is evaluating funding options for this repair and will be filing an insurance claim for this emergency pipeline work. If the claim is denied, staff recommends utilizing anticipated budgetary savings at year end to cover the repair costs.

BACKGROUND:

The City Council adopted Resolution No. 2018-51 on April 4, 2018, approving this emergency action. The HVAC system at the CCAE includes four waterlines that were installed during the Center's original construction in 1994. Two, 3-inch diameter pipelines supply hot water for the HVAC system to provide heating for the CCAE's buildings. Two, 6-inch diameter pipelines supply cold water for the buildings' air conditioning, as well as the Conference Center's large kitchen 'walk-in' refrigerator and freezer units. These four pipelines parallel each other and extend beneath the lawn immediately east of the CCAE Lyric Court.

Staff first suspected a hot waterline leak in February 2018 based on increased water required to supply the HVAC system. A leak detection company was hired and the damaged water line was isolated in March 2018. The leak is occurring several feet underground where the pipes are incased in a 9-foot by 9-foot by 5-foot solid concrete 'thrust block' that must be removed in order to conduct the repair. Staff immediately responded and sought out contractors to complete the repairs. A.O. Reed, Inc. has the staff expertise and equipment to immediately mobilize and repair the pipeline. Emergency repairs commenced on April 9, 2018.

DISCUSSION:

The hot water leak is severe and increased over time to an estimate of 1,000+ gallons per day when the emergency repairs commenced. The HVAC system for most of the CCAE campus, including the conference center kitchen's large walk-in refrigerators and freezers, are integrated together and function as a single unit. Shutting off the leaking pipe during the repair required powering down the entire HVAC system for CCAE heating and cooling, as well as the conference center kitchen's walk-in freezer/refrigeration units. A temporary waterline was installed to serve the refrigeration facilities; the CCAE will not need to lease interim refrigeration facilities during the HVAC waterline repair.

City Staff have coordinated with CCAE staff in order to minimize the disruption to activities at the Center for the Arts as much as possible during the repair effort. The necessary equipment to repair the water leak has been ordered and work commenced on April 9, 2018. The timeframe for completion is estimated to be 20 working days. The repair includes installing isolation valves, as well as a vault to access the waterlines in this location. In the future, staff will be able to manipulate the water flow serving the HVAC system allowing the campus buildings to be serviced independently.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Jay Petrek, Assistant City Manager
4/12/2018 8:11 a.m.

ATTACHMENTS:

1. Resolution No. 2018-66

RESOLUTION NO. 2018-66

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
FINDING THAT AN EMERGENCY CONTINUES
TO REQUIRE THE IMMEDIATE REPAIR OF A
BROKEN HVAC WATER LINE AT THE
CALIFORNIA CENTER FOR THE ARTS

WHEREAS, the City Council recognizes that a portion of the 3-inch diameter hot water pipeline serving the heating, ventilation, air conditioning, and refrigeration (HVAC) system necessary for the continued heat and air circulation at the Escondido California Center for the Arts ("CCA") has suffered a catastrophic failure; and

WHEREAS, pursuant to Resolution 2018-51, the City Council previously found that this risk constitutes an emergency and approved staff to proceed to purchase services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

WHEREAS, pursuant to Section 22050 of the Public Contract Code, the City Council must review the emergency action every 14 days and determine by a four-fifths vote there is a need to continue the action; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action.

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

1. That the above recitations are true.

2. That the Mayor and City Council finds the failure of the HVAC pipeline for the CCAE heating, ventilation, air conditioning, and refrigeration system is a public health and safety emergency; that this emergency will not permit the delay that would result from a competitive bidding process; and that the proposed action is necessary to respond to the emergency requiring immediate repair of the pipeline.

ORDINANCE NO. 2018-07R

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 32 OF THE ESCONDIDO MUNICIPAL CODE; AND AMENDING ARTICLES 1, 3, 6, 16, 25, 26, 34, 39, 40, 43, 45, 46, 47, 48, 56, 57, 58, 61, 65, 68, 69, 70, 73, AND 75 OF THE ESCONDIDO ZONING CODE TO ADDRESS CHANGES IN STATE LAWS, CORRECT ERRORS, AND IMPROVE EXISTING REGULATIONS.

APPLICANT: City of Escondido
PLANNING CASE NO.: AZ 16-0008

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

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

SECTION 2. The Planning Commission conducted a public hearing on February 13, 2018, to discuss and consider proposed amendments to the Zoning Code, considered public testimony, and made a recommendation to the City Council.

SECTION 3. The City Council has duly reviewed and considered all evidence submitted at said hearings, including, without limitation:

- a. Written information;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated April 4, 2018, which along with its attachments is incorporated herein by this reference as though fully set forth herein; and
- d. Additional information submitted during the Public Hearing.

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



CITY COUNCIL STAFF REPORT

Current Business Item No. 15

April 18, 2018

File No. 0680-10

SUBJECT: Adoption of Ordinance Amending the CalPERS Contract

DEPARTMENT: Human Resources Department, Benefits Division

RECOMMENDATION:

It is requested that the City Council adopt Ordinance No. 2018-06, authorizing an amendment to the contract between the City of Escondido (City) and the Board of Administration of the California Public Employees' Retirement System (CalPERS) to provide employees sharing an additional cost of one percent for the Escondido Police Officers' Association/Safety Unit (POA) and Firefighters' Association (FFA) Bargaining Unit CalPERS Classic members, Government Code Section 20516.

FISCAL ANALYSIS:

The sharing of the CalPERS cost by POA and FFA CalPERS Classic members of one percent each year of the agreement has an estimated cost savings to the City at approximately \$561,000 for the term of the (2018-2020) Memorandum of Understanding (MOU) with both groups.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council Action Plan regarding Fiscal Management. The additional employee cost sharing of pension benefits relates to addressing the cost of pension obligations.

PREVIOUS ACTION:

On January 24, 2018, the City Council adopted Resolution Nos. 2018-09 and 2018-10 approving MOU contract term agreements with POA and FFA. Within both agreements, it was agreed the Classic CalPERS members will share an additional cost of one percent each year of the three-year term up to three percent of the City's CalPERS costs.

On March 21, 2018, The City Council adopted a Resolution of Intention 2018-37 to amend the CalPERS contract and introduced the First Reading of Ordinance 2018-06 authorizing a CalPERS contract amendment.

BACKGROUND:

Prior to the City implementing the cost-sharing provision, it is necessary for the City to amend its contract with CalPERS. The First Reading of Ordinance 2018-06 was introduced to the City Council at the March 21, 2018 meeting. The Final Ordinance and contract amendment will implement Government Code 20516 (Employees Sharing Additional Cost) for Police Officers' Association Safety and Firefighters Association CalPERS Classic members to share an additional cost of one percent of

the City's CalPERS costs. Additionally, California Government Code Section 7507 requires that future annual costs or benefit changes of the proposed contract amendment be made public at a public meeting at least two weeks prior to the adoption of the Final Ordinance. Upon approval of the Ordinance, the effective date of the CalPERS contract amendment will be 30 days after the adoption of the Ordinance and occur on the first day of a pay period, which is May 20, 2018. The CalPERS contract amendment is shown under Section A (15) (k) of the amended contract in Exhibit "A".

Since the three percent cost sharing will occur over the course of the three-year term agreements and CalPERS does not allow multi-year contract amendments for cost sharing, the City is required to execute a CalPERS contract amendment each year of the agreements. Accordingly, this same process will need to be repeated in the Fall of 2018 and 2019 in order to add the additional one percent cost sharing to the CalPERS contract for January 1, 2019, and January 1, 2020. This process may change due to a pending Assembly Bill 2310. Assembly Bill 2310 would specify that once a contracting agency elects to be subject to the cost-sharing provision, contract amendments are not required to effectuate cost sharing in subsequent collective bargaining agreements or memoranda of understanding ratified by the employee bargaining unit and the governing body of the agency.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager/Administrative Services
4/12/2018 9:04 a.m.

ATTACHMENTS:

1. Ordinance No. 2018-06
2. Ordinance No. 2018-06 – Exhibit "A"

ORDINANCE NO. 2018-06

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING AN AMENDMENT TO THE
CONTRACT BETWEEN THE CITY COUNCIL
OF THE CITY OF ESCONDIDO AN THE
BOARD OF ADMINISTRATION OF THE
CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM

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

SECTION 1. That an amendment to the contract between the City Council of
the City of Escondido and the Board of Administration of the California Public
Employees' Retirement System is hereby authorized, a copy of said amendment being
attached hereto as Exhibit "A," and by such reference made a part hereof as though
herein set out in full.

SECTION 2. That the Mayor of the City Council is hereby authorized,
empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3. That this Ordinance shall take effect 30 days after the date of its
adoption and prior to the expiration of 15 days from the passage thereof shall be
published at least once in the newspaper of general circulation, published and
circulated in the City of Escondido and thenceforth and thereafter the same shall be in
full force and effect.




California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Escondido



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective November 1, 1958, and witnessed August 6, 1958, and as amended effective August 1, 1964, December 1, 1968, July 1, 1973, January 1, 1974, February 7, 1975, July 1, 1977, November 1, 1978, August 1, 1980, July 1, 1982, June 28, 1987, December 25, 1988, June 25, 1989, May 27, 1990, January 1, 1991, June 1, 1991, October 9, 1993, January 20, 1996, May 25, 1996, January 2, 1998, July 12, 1998, July 11, 1999, January 9, 2000, November 12, 2000, June 24, 2001, September 26, 2004 July 1, 2007, May 27, 2012, September 30, 2012 and December 23, 2012 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 18 are hereby stricken from said contract as executed effective December 23, 2012, and hereby replaced by the following paragraphs numbered 1 through 20 inclusive:
 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members and age 57 for new local safety members.

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2. Public Agency shall participate in the Public Employees' Retirement System from and after November 1, 1958 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **PROGRAM PERSONNEL HIRED ON OR AFTER JANUARY 1, 1973; AND**

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b. BUS DRIVERS HIRED ON OR AFTER FEBRUARY 7, 1975.

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. This contract shall be a continuation of the contract of the Escondido Community Development Commission, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred July 1, 1996.
8. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1973, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
9. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members in employment on or after July 1, 2007 and not entering membership for the first time in the miscellaneous classification after December 23, 2012 shall be determined in accordance with Section 21354.3 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1973, termination of Social Security, for members whose service has been included in Federal Social Security (3% at age 60 Full and Modified).
10. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after December 23, 2012 shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).

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12. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member entering membership in the fire classification on or prior to May 27, 2012 and for those classic local police members entering membership in the police classification on or prior to September 30, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
13. The percentage of final compensation to be provided for each year of credited current service as a classic local fire member entering membership for the first time in the fire classification after May 27, 2012 and for those classic local police members entering membership for the first time in the police classification after September 30, 2012 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
14. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
15. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - b. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
 - c. Section 20614, Statutes of 1978, (Reduction of Normal Member Contribution Rate). From November 1, 1978 and until June 28, 1987, the normal local safety member contribution rate shall be 2.75%. Legislation repealed said Section effective September 29, 1980.
 - d. Section 20690, Statutes of 1980, (To Prospectively Revoke Section 20614, Statutes of 1978).
 - e. Section 20042 (One-Year Final Compensation) for those classic local fire members entering membership on or prior to May 27, 2012, classic local police members entering membership on or prior to September 30, 2012 and classic local miscellaneous members entering membership on or prior to December 23, 2012.
 - f. Section 20965 (Credit for Unused Sick Leave).
 - g. Section 21024 (Military Service Credit as Public Service).
 - h. Section 20692 (Employer Paid Member Contributions Converted to Payrate During the Final Compensation Period) for classic local police members only.
 - i. Section 21548 (Pre-Retirement Option 2W Death Benefit).

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- j. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local fire members entering membership for the first time in the fire classification after May 27, 2012.

Section 21362 (2% @ 50 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local police members entering membership for the first time in the police classification after September 30, 2012.

Section 21353 (2% @ 60 Full Formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local miscellaneous members entering membership for the first time in the miscellaneous classification after December 23, 2012

- k. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 1% for classic local safety members in the Escondido Firefighters' Association and the Escondido Police Officers' Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

16. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on August 1, 1980. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
17. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
18. Public Agency shall also contribute to said Retirement System as follows:
- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

- b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
19. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
20. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF ESCONDIDO

BY _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

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FUTURE CITY COUNCIL AGENDA ITEMS

Updated April 11, 2018

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

April 25, 2018

4:30 p.m.

PRESENTATION

Live Well San Diego – San Diego County

City's Volunteer Program

CONSENT CALENDAR

Purchase of One HD Industries Pro-Patch Asphalt Patch Truck from Haaker Equipment Company of La Verne, California

(J. Goulart)

The National Joint Powers Alliance (NJPA) conducted a competitive bid process for asphalt patch trucks and HD Industries was deemed the lowest and most responsive bidder. Fleet Services requests to utilize cooperative purchasing through NJPA, as allowed per the Escondido Municipal Code Chapter 10, Article 5, Section 10-90.

Purchase One Isuzu NPR-HD Diesel Chassis Cab Truck with One Palfinger Hydraulic Crane Mounted onto a Custom Body from National Auto Fleet Group of Watsonville, California

(J. Goulart)

The National Joint Powers Alliance (NJPA) conducted a competitive bid process for Crane bodied trucks and National Auto Fleet Group was deemed the lowest and most responsive bidder. Fleet Services request to utilize cooperative purchasing through NJPA, as allowed per the Escondido Municipal Code, Chapter 10, Article 5, Section 10-90.

Purchase Twenty-Eight Ford Fleet Vehicles from North County Ford of Vista, California

(J. Goulart)

The County of San Diego conducted a competitive bid process for vehicles and North County Ford was deemed to be the lowest most responsive bidder. Fleet Services requests to attach to the San Diego County's RFB 8506, as allowed per the Escondido Municipal Code, Chapter 10, Article 5, Section 10-90. Due to the volume of vehicles the County is purchasing, the vehicle costs were lower than what the City has been able to secure in the past.

April 25, 2018
Continued

CONSENT CALENDAR Continued

Purchase One Toro 5910 Enclosed Safety Cab Riding Mower from Turf Star Western of San Marcos, California

(J. Goulart)

The National Joint Powers Alliance (NJPA) conducted a competitive bid process for riding mowers and Turf Star Western was deemed the lowest and most responsive bidder. Fleet Services requests to utilize cooperative purchasing through NJPA, as allowed per the Escondido Municipal Code, Chapter 10, Article 5, Section 10-90.

Auction Services Contract Award for Surplus Vehicles and Equipment

(S. Bennett)

Request the City Council approve an Auction Services contract with Ken Porter Auctions for the disposal of surplus vehicles and equipment.

PUBLIC HEARINGS

CURRENT BUSINESS

Notice of Completion for 2017 Street Rehabilitation and Maintenance Project and Adoption of the 2018 Road Maintenance and Rehabilitation Account (RMRA) Street List

(J. Procopio)

The 2017 Street Rehabilitation and Maintenance project resurfaced 94-lane miles of City streets, the largest project in recent history. In addition, the project replaced 1.12-miles of side walk and replaced or installed 17-miles of bike lanes. Staff will provide and update of the accomplishments of the Pavement Management Program and request that the City Council adopt the list of streets to be funded with 2018 RMRA funding.

Section 115 Irrevocable Pension Trust Funding Options and Policy Direction on One Time Resources

(S. Bennett)

On February 14, 2018, the City Council authorized the establishment of a Section 115 Irrevocable Pension Trust with Public Agency Retirement Services. Staff was to return to Council with a strategic plan for funding the trust on a more permanent basis and thus addressing the City's CalPERS unfunded liability.

Repeal Escondido Municipal Code Chapter 19, Article 2, Board of Review, and Amend City Personnel Rules and Regulations Rule 28, Administrative Review and Appeal to Board of Review

(S. Bennett)

The City and its labor groups have come to an agreement to replace the Personnel Board of Review as part of the employees' due process disciplinary steps and have those duties conducted by an Administrative Law Judge.

FUTURE AGENDA ITEMS (D. Halverson)

May 2, 2018
4:30 p.m.

CONSENT CALENDAR

Budget Adjustment to Fund Required Storm Drain Maintenance

(C. McKinney)

Resolution to approve transfer of Capital Improvement Project funds from Channel Maintenance (807502) to Storm Drain Maintenance (807601) to fund required maintenance.

Authorization to Upgrade the Fleet Focus Fleet Management System and Enter into a Maintenance Contract with AssetWORKS of Wayne, Pennsylvania

(J. Goulart)

The Fleet Focus upgrade will provide the needed features and efficiencies that will enhance collaboration to all users and improve customer service. The contract with AssetWORKS will ensure the system maintains an upgraded status. It will also allow for technical assistance and provide all needed maintenance to ensure the implementation is completed and ready for immediate use.

PUBLIC HEARINGS

One-Year Action Plan for Fiscal Year 2018-2019 HOME Funds for Affordable Housing Activities, CDBG Funds for Community Development Programs and Projects, and ESG Funds for Homeless Priorities

(B. Martin)

This is a required hearing for the Annual Action Plan for allocating Federal HOME, CDBG, and ESG funds for projects and programs. The City Council is being asked to adopt the 2018-2019 One-Year Action Plan.

Public Hearing for the City of Escondido Landscape Maintenance District Zones 1 Through 38

(J. Procopio)

As a part of the approval process for the annual Engineer's Reports for LMD Zones 1 through 38, a public hearing is required to receive input on the proposed assessments for the upcoming fiscal year. No City Council action is required

CURRENT BUSINESS

Fiscal Year 2018/19 Operating Budget Briefing

(S. Bennett)

The Finance Department will take direction from the City Council on preparing the 2018/19 operating budget to be considered in June 2018.

Innovate 78 Update

(J. Petrek)

The City of Escondido partners with the five cities along the 78 Corridor on the Innovate 78 initiative, which is a regional effort to retain, expand, and attract business in the region. The San Diego Regional EDC holds the contract to execute activities and provides semi-annual updates to Council on the program's progress as requested.

May 2, 2018
Continued

CURRENT BUSINESS Continued

2018 Comprehensive Economic Development Strategy

(J. Petrek)

The City of Escondido completed its first Comprehensive Economic Development Strategy (CEDs) in 2013. In addition to serving as the City's blueprint for economic development activities for a five-year period, it also enables the City to apply for grant funds through the Federal Economic Development Administration. The 2018 CEDs includes updated data and stakeholder feedback to guide the City's economic development activities for the next five-year period.

FUTURE AGENDA ITEMS (D. Halverson)

Weekly Activity Report



April 12, 2018

FEATURED THIS WEEK

Fencing Tournament at East Valley Community Center

The City and the San Diego Fencing Center hosted the National Super Youth Circuit Fencing Tournament at the East Valley Community Center last week. This tournament was held for children between the ages of 10 and 14 and drew a crowd of over 600 participants and their families to Escondido and the surrounding area. This was the second fencing tournament the EVCC has hosted and the San Diego Fencing Center is already working with staff to organize another tournament later this year.



Escondido Police and School Officials for School Safety

In the wake of the tragic shooting at Marjory Stoneman Douglas High School in Parkland, Florida, Escondido police and school officials announced a collaborative effort to ensure the safety of Escondido campuses. This includes public, private, and faith based schools. Virtually every aspect of school safety is being re-evaluated. This includes physical site security measures (fencing, gates, doors, and controlled access points), training, adding a School Resource Officer, and encouraging the reporting of suspicious activity.



Report It! App Tutorial Video

A handy tutorial video is now available for Escondido's Report It app. This app is an efficient way to report problems that need to be addressed in our City. Watch a short tutorial video at <https://www.youtube.com/watch?v=a1g0xParNQE>

COMMUNITY DEVELOPMENT

Major Projects Update

The following major projects are being reviewed and coordinated by Planning, Engineering, Fire, Building and Utilities. The list of projects below encompasses recent project updates and/or milestones from last week. A more complete list and description of active or pending projects can be viewed [here](#).

Commercial / Office:

1. Escondido Research and Technology Center (ERTC) – West (Developer: James McCann) – A plan for a new two-story, 57,000 SF, 52-bed Palomar Rehabilitation Institute was submitted as a Plot Plan on July 31, 2017. The Plot Plan approval letter was issued on February 7, 2018. Engineering is reviewing the second plan check for grading. Planning issued comments on the grading and landscape plans two weeks ago. The applicant is meeting this week with Rincon MWD staff to discuss water service issues.
2. Escondido Research and Technology Center (ERTC) – PPH (Developer: Palomar Health) 2185 Citracado Parkway – A plan for a new two-story 4,220 SF Crisis Stabilization Unit for Palomar Hospital adjacent to the western side of the hospital was submitted on March 7, 2018. Utilities comments have been provided and Fire comments will be issued soon. Rincon MWD is coordinating a fire flow test with the applicant this week.

Industrial

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – A revised grading plan was submitted on February 22, 2018. The applicant had intended to pull permits this month.
2. North American Self-Storage (Developer: Russ Colvin) 852 S. Metcalf – A revised plot plan has been approved and revised building plans were submitted into plan check on January 17, 2018. Esgil approved the building plans on April 3, 2018. Planning and Fire have issued comments on the building plans. Engineering has approved the grading plan for the revised project and is awaiting posting of the improvement bonds prior to authorizing issuance of the building permit.

City Projects

1. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) SE corner Ash/Washington – The City Council approved a contractual agreement with Black and Veatch for design-build engineering services on April 4, 2018. The design-build engineer will complete final design and help select and manage a design-build contractor for construction of the project.

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 including an agency request for full mitigation for emergent vegetation at the eastern end of the lake that came into existence since the lake level was reduced for safety reasons. Staff sent a follow-up letter to the wildlife agencies on June 29, 2017, seeking clarification on the proposed biological mitigation requirements. The California Department of Fish and Wildlife responded last month reiterating their earlier comments. Additional information is being compiled by the City’s biological consultants based on recent conversations with the agencies.

Institutional

1. Escondido Assisted Living (Developer: Tigg Mitchell, Mitchell Group) 1802 N. Centre City Parkway – This CUP application for a 71,300 SF three-story, assisted living and memory care facility with 90 total units was submitted on October 31, 2017. The City Council authorized review of a General Plan Amendment request on March 21, 2018, which was necessary to review the request to allow a third floor for the building. The applicant has been actively engaged with Fire, Engineering and Planning staff and has provided several revisions intended to address identified issues with the most recent project revision received on March 27, 2018.

Residential

1. Citron (formerly Stella Park) (Developer: William Lyon Homes) 63 condo units at 2516 S. Esc. Blvd. – The final map has recorded. Construction of model units is underway on the western building along S. Escondido Boulevard. Building permits for the remaining buildings are expected to be issued once the internal access road and fire hydrants are installed.
2. Wohlford (Developer: Jack Henthorne) 55 lots at 661 Bear Valley Pkwy. – Staff met with the applicant to review the draft conditions of approval for the project. Staff and the applicant have been working for some time to complete negotiations on final terms for the Development Agreement. On February 13, 2018, the Planning Commission continued the public hearing on this item at the applicant’s request to allow more time to finalize negotiations.
3. Safari Highlands Ranch (SHR) (Developer: Jeb Hall, Concordia Homes) 550 lots east of Rancho San Pasqual – A Notice of Availability for the Draft EIR was issued on October 16, 2017 for public review and comment. The comment period ended on January 2, 2018. Staff transmitted all the comment letters and emails to the Draft EIR consultant for review and to prepare a response to each comment. The Draft EIR and appendices have been posted on the City’s website at the following link:
<https://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>

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. Staff met with the applicant several months ago regarding unresolved project design issues. The applicant has had one follow-up discussion with Utilities since then.
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 has been completed. The Building Division has issued a permit ready letter; and the Engineering Division has issued a bond and fee letter. It is expected the construction permits will be ready to be issued once title to the site transfers to the builder at the end of April 2018.
6. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) 380 residences – The City Council voted 3-2 to approve the project on November 15, 2017. The vacant clubhouse building was destroyed by fire several days later. A lawsuit challenging the project approval was filed in Superior Court on behalf of the Escondido Country Club Homeowners (ECCHO) on December 15, 2017. The City has been working with the property owner and project applicant to demolish what's left of the clubhouse and a demo permit was issued on March 30, 2018. Demolition is expected to start this week.

The approved tentative subdivision map, Final EIR and appendices, Specific Plan and other related information can be accessed on the City's website at the following link:

<https://www.escondido.org/ecc.aspx>

7. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. – The Planning Commission voted to recommend approval of the project on November 28, 2017. The City Council approved the project on January 10, 2018. The LAFCO application for annexation was submitted to LAFCO on February 20, 2018. On March 22, 2018, LAFCO staff provided a letter requesting additional information to support the annexation request. Staff provided the requested information to LAFCO on April 4, 2018.
8. Aspire (106 condo units on Municipal Lot 1) (Developer: Addison Garza, Touchstone Communities) – The proposal consists of a six-story mixed-use development on Parking Lot 1. The project was initially submitted for entitlement processing on June 23, 2017. Subsequent meetings with the applicant and staff have been on-going and a resubmittal of the project plans was received on December 12, 2017. Planning, Fire and Building sent comments on the revised project submittal on January 16, 2018. Staff design review occurred on March 15, 2018 and related comments have been provided to the applicant. Staff is awaiting submittal of the environmental documentation for review.
9. The Ivy (95 condo units at 343 E. 2nd) (Developer: Addison Garza, Touchstone Communities) - The condo project was initially submitted for entitlement processing on June 23, 2017. The applicant submitted revised project plans on December 8, 2017. The City issued a comment letter on the revised application on January 8, 2018. Staff design review occurred on March 15, 2018 and related comments have been provided to the applicant. Staff is awaiting submittal of the environmental documentation for review.

10. Grand Avenue Apartments (Developer: Norm LaCaze, Escondido Venture 99, LLC) 15 apt. units at 1316 E. Grand Ave. – A planned development application proposing 15 multi-family units in one three-story building on a vacant 0.51-acre lot was submitted for entitlement processing on September 22, 2017. A completeness review letter was sent to the applicant on October 20, 2017, indicating the application was incomplete. Several follow-up meetings with staff appear to have resolved some of the outstanding issues regarding the project design and revised plans were submitted two weeks ago.
11. Quince Street Senior Housing (Developer: Matt Jumper, 220 Quince, L.P.) 145 apartment units at 220 N. Quince St. – The five-story affordable senior housing apartment project was submitted on November 21, 2017. Planning staff sent a letter to the applicant on December 21, 2017, indicating the application was incomplete. Three meetings with the applicant team and multiple city departments have occurred since the project submittal to discuss project design issues, with the most recent meeting occurring on April 11, 2018.
12. Sager Ranch/Daley Ranch Resort Specific Plan (Developer: J. Whalen Associates, Inc., Sager Ranch Partners) 203 housing units and 225-room resort hotel on 1,783-acres, just north and east of Dailey Ranch – This proposed residential and resort hotel annexation and specific plan project was received on March 2, 2018. The project submittal has been deemed incomplete and a letter from staff requesting additional project related information was sent to the applicant on April 4, 2018. A project webpage containing draft documents and plans has been added to the Planning Division's website at the following link:
[Daley Ranch Resort Specific Plan - City of Escondido](#)
13. Accessory Dwelling Units – Planning staff is currently working on two applications for accessory dwelling units and one more application is anticipated. Five accessory dwelling units have been approved this year.

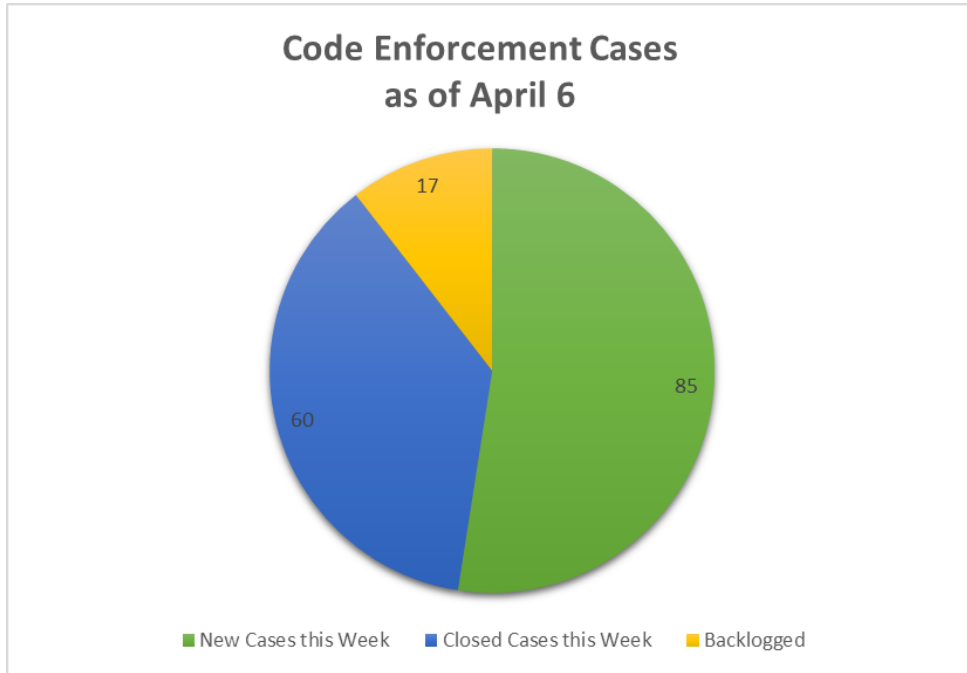
Building Division:

1. The Building Division issued 53 permits with a total valuation of \$574,480.
2. 21 solar photovoltaic permits were issued for the week. The Building Division has issued 272 solar permits for the year compared to 265 issued for 2017.
3. Our building inspectors responded to 186 inspection requests for the week.
4. The total building valuation for all issued permits through April 7th is \$18,244,439 compared with \$31,923,373 for same time last year. Building has processed 784 projects so far in 2018 compared with 846 projects in 2017.
5. Projects nearing permit issuance are:
 - a. 917 W Lincoln, 3 new apartment buildings, 9 units.
 - b. 700 W Grand Ave Gateway project (previous police building).
 - c. 2516 S. Escondido Blvd. "Citron" a 63-unit condominium project (model building already issued).
6. The Meadowbrook three-story apartment building with underground garage at 2081 Garden Valley Glen is preparing the building for final inspection. *No change from the previous.*

7. The medical office building at 2125 Citracado Pkwy is preparing for final inspection of the tenant improvement. *No change from the previous.*
8. Seven of the eight residential buildings at the Westminster Seminary at 1725 Bear Valley Pkwy are preparing the buildings for final inspection and temporary electrical service has been released. *No change from the previous.*
9. The Emanuel Faith Church at 639 E 17th Ave is preparing for final inspection and temporary electrical service has been released. *No change from the previous.*
10. The Church of Resurrection at 1445 Conway is preparing for final inspection. *No change from the previous.*
11. The new Veterans Village project at 1540 S Escondido Blvd has received rough plumbing inspection approval.
12. The new drive-thru restaurant at 720 N. Center City Pkwy and the new retail building at 730 N. Centre City Pkwy have received framing approval for the building exterior shell building. The new drive-thru restaurant at 700 N. Centre City Pkwy has received exterior lath approval and is ready for stucco. *No change from the previous.*
13. The new market at the location of the former Toyota dealership at 151 W Lincoln is requesting final inspection of the exterior shell building.
14. The new Starbucks at 121 W. Lincoln has received foundation inspection approval and slab approval.
15. The Latitude 2, apartment complex at 650 N Center City Pkwy has received first floor exterior shear and floor sheathing approval for the second floor on Buildings 1 and 2.
16. The new two story church sanctuary building at 1864 N Broadway has inspection approval for the 8th and partial 9th grout lift of the masonry walls. *No change from the previous.*
17. The new Starbucks at 302 W El Norte Pkwy has received final inspection approval and is now open.
18. The 212,000 sf industrial shell building at 2005 Harmony Grove has received partial sewer and water service approval.
19. The new 63-unit condominium project, Citron, at 2516 S Escondido Blvd has received floor sheathing inspection for the second floor on Building 1. *No change from the previous.*
20. The new Springhill Suites 105-room hotel at 200 La Terraza has received slab inspection approval.
21. The new Starbucks at 1645 S. Centre City Parkway has received inspection approvals for underground plumbing, foundation, slab and roof sheathing.

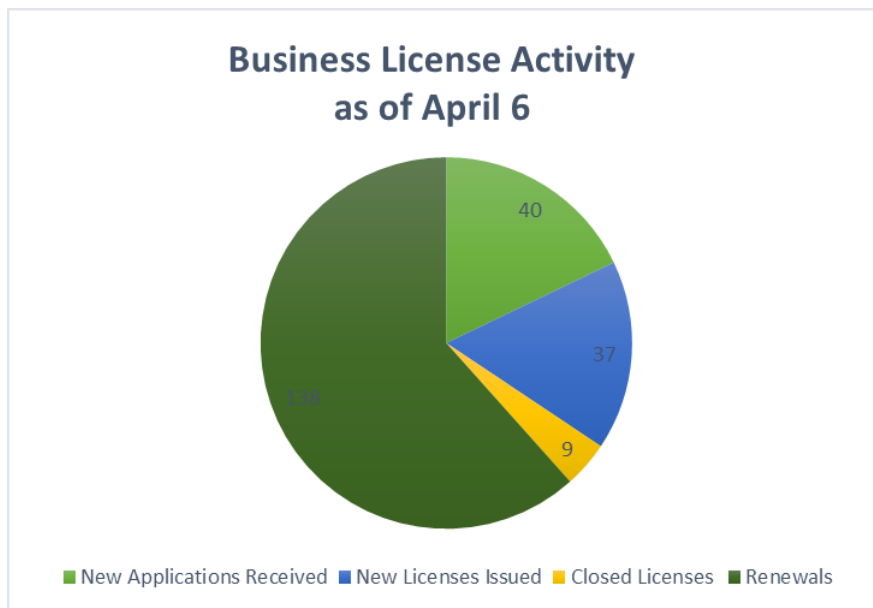
22. Plans were submitted last week for a new residential duplex at 715 E. Washington Avenue.

Code Enforcement



Total Open Code Cases
346

Business Licensing



ENGINEERING

Capital Improvements

Valley Pkwy/Valley Center Road Widening Project: Day 161

The contractor is continuing to install and test the main line irrigation along the east side of Valley Parkway and Valley Center Road this week. The masonry subcontractor has resumed installation of CMU blocks for the sound wall along East Valley Parkway. The water main syphon was installed at Valle Lindo Drive this past week. The remaining two sections of 30" RCP storm drain at this water main crossing have been installed. The contractor is excavating for the green street bio swale; this treatment control feature is in place to treat the first rain fall of each storm event.

Neighborhood Lighting Project

No changes from that reported last week: The Neighborhood Street light project is nearing completion with street lights energized in four of the five neighborhoods on February 14th. The project features the installation of 44 new street lights with L.E.D. Luminaries in five neighborhoods: The Elms, Rustic Village, Mission Grove, Cedar-Cedar Brook, and Rose to Foxdale. Additionally, 22 existing street light fixtures were retrofit with L.E.D. The new L.E.D. Luminaries shine a clean white light on the surrounding area, in contrast with the yellow light given off by the existing fixtures. The Rose to Foxdale energization has been delayed another two weeks for further review by the utility provider.

2017 Street Rehabilitation and Maintenance Project

City crews have installed striping and delineation for the concrete curb installed along Broadway at Mission Avenue and Washington Avenue at Ash Street. The Notice of Completion for this project will be taken before Council for approval at the April 25th meeting.

Transit Center Pedestrian Bridge Project

No changes from that reported last week: The Transit Center Pedestrian Bridge and Spruce Street Channel Improvement Project is moving forward with 100% design completion.

Missing Link Project

No changes from that reported last week: This project will complete the street improvements needed to link riders from the channel bike path that currently ends at Broadway, to where it re-starts at Quince. Project bids were opened on January 18th, and the contract was awarded to Eagle Paving on February 14th. Construction is anticipated to begin mid-April, with completion expected 120 working days following the Notice to Proceed. The City has received a signed contract and has scheduled the preconstruction meeting for April 16th. The City has directed the contractor to order some elements of the project which have a long lead time due to the special ordering requirement.

PRIVATE DEVELOPMENT

Centerpointe 78

The roadway and striping improvements for the new 300' median curb extension and colored median sidewalk were completed last week. The new striping alignment along Escondido Boulevard from El Norte Parkway to Decatur Way was also placed last week. The new alignment will create a center turn lane to facilitate access to the businesses and apartment community along this stretch of roadway. As a result of this traffic mitigation measure, street parking along the west side of Escondido Boulevard between Decatur Way and El Norte Parkway has been removed. Red curbing and signage is in place to enforce the new requirements. Businesses and the apartment communities were provided advance notification of the work being performed. The new striping alignment for the section of Lincoln Avenue between Broadway and Escondido Boulevard has also been laid out. The new alignment will limit on street parking while providing a center turning movement for access to the new shopping center as well as the adjacent Escondido school district maintenance facility. A student drop-off area will be allowed within the new shopping Center Parking lot.

Centre City Shopping Center

The offsite dry utility work along Mission Avenue between Centre City Parkway and Escondido Boulevard is continuing this week. Electronic message boards are in place to notify that all businesses are open during construction. The project is located at 425 W. Mission Avenue.

Tract 932 - Canyon Grove Shea Homes Community

No changes from that reported last week: The developer will continue the construction of new homes with most roadway improvements complete at this time.

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

The contractor completed the construction of the storm drain along Centre City Parkway this past week.

Veteran's Village

No changes from that reported last week: The storm drain along Escondido Boulevard is now complete. The #1 north bound lane of Escondido Boulevard is being permanently repaved this week and all lanes of traffic will be reopened by weeks' end.

Exeter Industrial Park

The grading operation is continuing this week. Storm drain installation is now complete and work will shift to the construction of Rincon water utilities onsite. The project is located at 2005 Harmony Grove Road and is 5.4 acres in size.

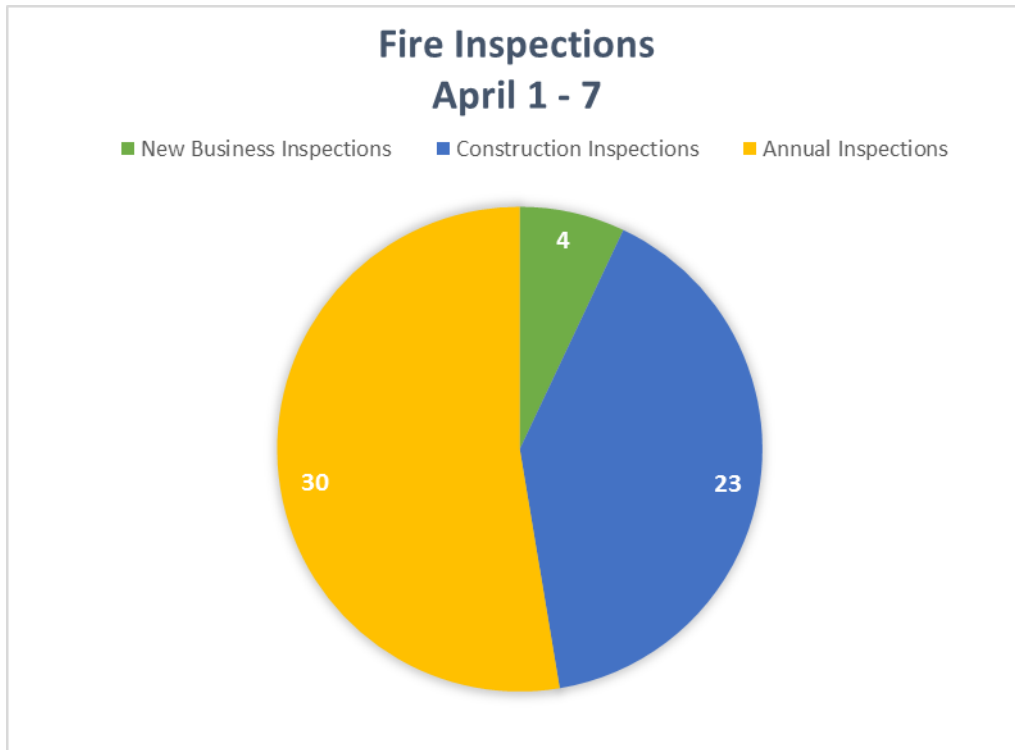
EDI Renovation

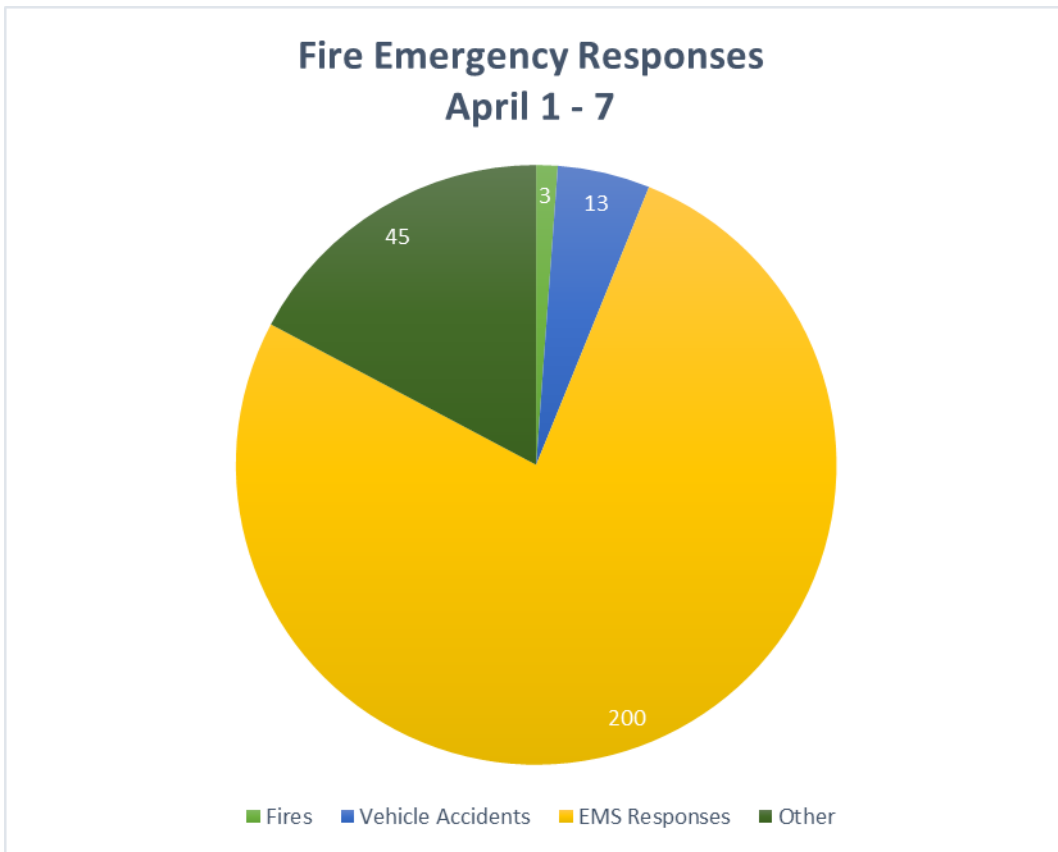
Work for offsite improvements is continuing this week with the construction of utility trenches along the Washington Avenue frontage.

SDG&E Gas Main Corrosion Testing

The utility has processed an Encroachment Permit for work along two segments of the main line. The first location is along Mission Avenue between Nordahl Road and Enterprise Street. The second location is along Hale Avenue between the Washington Avenue intersection and Metcalf Street, then along Metcalf Street between Lincoln Avenue and Washington Avenue, and finally on Lincoln Avenue between Rock Springs Road and Metcalf Street. The work involves drilling 1/2" diameter holes through the asphalt roadway at 10' intervals along the pipe line. At each hole, the contractor will test the pipe and soil for the potential for corrosion. All drill holes will be filled by means of an approved joint compound. Electronic message boards will be used to notify businesses and vehicles traveling the route of potential detours and traffic delays. The work is expected to be completed over a 3-week period. The preconstruction meting for this work has not been scheduled at this time.

FIRE





Total Emergency Responses (Year To Date)	4,444
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News:

- At the San Diego County Chiefs Association meeting on Thursday, April 5th, the Escondido Firefighters Association was recognized by the Muscular Dystrophy Association (MDA) for having one of the highest increases in Fill the Boot fundraising at the last MDA event. Huge thanks to all Escondido Fire Department volunteers and to Firefighter Paramedic Matt Flowers for spearheading this effort over the last several years.
- On April 5th and 6th, Fire Chiefs and Company Officers from departments throughout North San Diego County participated in training in Escondido Fire’s simulation lab (also known as the Emergency Operations Center). The training focused on expanded emergencies involving injured firefighters. On April 5th, Escondido Police and Fire dispatchers also participated in the simulations. The multi-agency training provided realistic simulations that were discussed and critiqued. This was a great opportunity for fire commanders who work together on incidents to train together.



POLICE

INCIDENTS:

- On 4-3-2018, officers responded to the 400 block of W. 2nd Ave. in reference to a women attempting to jump off a second story balcony. Officers arrived on scene, made entry into the residence and grabbed the women off of the balcony railing. The women, who has a history of mental health issues, was transported to the hospital.
- On 4-6-2018, officers responded to the 600 block of E. Mission Ave, in reference to a restraining order violation. Officers arrived on scene and contacted the suspect hiding in a bedroom closet. The suspect did not comply with commands and officers struggled with the suspect in order to take him into custody. The suspect was booked into the Vista Detention Facility for the restraining order violation and assault on a police officer.
- On 4-6-2018, officers responded to the 1100 block of E. 3rd Ave. in reference to someone trespassing on the property. Officers arrived on scene and contacted over 15 people. One person was found to have a felony warrant issued for his arrest. The subject was taken into custody without incident and booked into the Vista Detention Facility for the warrant.
- On 4-7-2018, officers located a stolen vehicle in the area Valley Pkwy. and Citrus Ave. An enforcement stop was conducted and the driver and a passenger were taken into custody without incident. The driver was booked into the Vista Detention Facility for possession of a stolen vehicle.

COPPS:

The 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, quality of life issues, and addressing crime and public nuisance in Grape Day Park and at Maple Plaza.

- 2 arrests were made
- 7 citations were issued

EVENTS:

- On 4-7-2018, the Murrieta Police Department conducted their inaugural Murrieta K-9 Trial, where 56 teams competed from various agencies across California and Mexico. Officers Lunt, Gimenez, and Putulowski represented the Escondido Police Department in this event. Officer Gimenez and his police service dog, Bo, won the Toughest Dog honors during the competition.

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