



**SEPTEMBER 19, 2018**  
**CITY COUNCIL CHAMBERS**  
**3:30 P.M. Closed Session; 4:30 P.M. Regular Session**  
**201 N. Broadway, Escondido, CA 92025**

MAYOR	<b>Sam Abed</b>
DEPUTY MAYOR	<b>John Masson</b>
COUNCIL MEMBERS	<b>Olga Diaz</b> <b>Ed Gallo</b> <b>Michael Morasco</b>
CITY MANAGER	<b>Jeffrey Epp</b>
CITY CLERK	<b>Diane Halverson</b>
CITY ATTORNEY	<b>Michael McGuinness</b>
DIRECTOR OF COMMUNITY DEVELOPMENT	<b>Bill Martin</b>
DIRECTOR OF Engineering Services	<b>Julie Procopio</b>

**ELECTRONIC MEDIA:**

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

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

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

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



# Council Meeting Agenda

**September 19, 2018  
3:30 P.M. Meeting**

**Escondido City Council**

## **CALL TO ORDER**

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

## **ORAL COMMUNICATIONS**

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

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

- I. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**
- a. **Case Name:** City of Escondido v. Pacific Harmony Grove Development et al.  
**Case No:** 37-2016-00010237-CU-EI-NC
- II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** 16625 Sun Energy Road, Valley Center, CA 92082, APNs 189-060-42 and 189-060-44  
**City Negotiator:** Jeffrey Epp, City Manager  
**Negotiating Parties:** Lianne C. Thompson Mueller and Harlan L. Thompson  
**Under Negotiation:** Price and Terms of Agreement

## ADJOURNMENT



# Council Meeting Agenda

**September 19, 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:** National Preparedness Month

**PRESENTATIONS:** Police Captain Promotion - Edward Varso

## **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: A\) Regular Meeting of August 15, 2018 B\) Regular Meeting of August 22, 2018](#)

4. [WALMART FOUNDATION GRANT AWARD ACCEPTANCE AND BUDGET ADJUSTMENT -](#)  
Request the City Council approve accepting \$1,900 in grant funding from the Walmart Foundation to purchase six new wildland fire shelters; authorize the Fire Chief or his designee to execute grant documents on behalf of the City; and authorize the necessary budget adjustment to establish a new project tracking number to track these grant funds.

Staff Recommendation: **Approval (Fire Department: Rick Vogt)**

5. [FISCAL YEAR 2018-19 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT -](#)  
Request the City Council approve authorizing the Escondido Police Department to accept Fiscal Year 2018-19 California Office of Traffic Safety (OTS) Pedestrian and Bicycle Safety Program Grant in the amount of \$25,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

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

6. [FISCAL YEAR 2018-19 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM \(STEP\) GRANT AND BUDGET ADJUSTMENT -](#)  
Request the City Council approve authorizing the Escondido Police Department to accept a Fiscal Year 2018-19 California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$410,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

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

7. [ESCONDIDO TRACT SUB 15-0031 FINAL MAP, LOCATED AT 2319 CRANSTON DRIVE -](#)  
Request the City Council approve the Final Map for Tract SUB 15-0031, a five lot subdivision located at 2319 Cranston Drive consisting of four single family residential lots and a single commercial lot being developed as a self-storage facility.

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

8. [DISPOSITION OF PROPERTY: 137-151 WEST VALLEY PARKWAY -](#)  
Request the City Council approve authorizing the Real Property Manager and City Clerk to execute a purchase agreement and escrow documents necessary to complete the sale of 137-151 West Valley Parkway (APN 229-421-26) to Touchstone MF Fund I, LLC.

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

RESOLUTION NO. 2018-98

9. **AMEND ENGINEERING AND TRAFFIC SURVEY (SPEED ZONE) ON BROADWAY -**  
Request the City Council approve amending an Engineering and Traffic Survey (Speed Zone) on Broadway between El Norte Parkway and Leslie Lane to be consistent with the existing speed limit on Broadway north of Leslie Lane.
- Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**  
RESOLUTION NO. 2018-144
10. **AMEND THE CITY OF ESCONDIDO'S SCHEDULE OF STOP SIGNS AT VARIOUS LOCATIONS CITYWIDE -**  
Request the City Council approve amending the City's schedule of stop signs adding to the official inventory 30 stop signs that were previously approved and installed as part of five development projects and remove eight stop signs replaced by traffic signals.
- Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**  
RESOLUTION NO. 2018-145
11. **ADOPTION OF A RESOLUTION DELEGATING FIDUCIARY DUTIES RELATED TO THE PLAN MANAGEMENT OF THE CITY OF ESCONDIDO EMPLOYEES' 401(K), 457(B), AND RETIREMENT HEALTH SAVINGS PLANS -**  
Request the City Council approve delegating fiduciary responsibility for plan management associated with the operation and maintenance of the City's deferred compensations plans to the Deputy City Manager/Administrative Services.
- Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett)**  
RESOLUTION NO. 2018-147
12. **NOTICE OF COMPLETION: EMERGENCY REPAIR OF FIVE SECTIONS OF ESCONDIDO SEWER PIPELINE GENERALLY ALONG HALE AVENUE (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 authorizing the Director of Utilities to file a Notice of Completion for the Emergency Repair of the Five Sections of Escondido Sewer Pipeline generally along Hale Avenue.
- Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**  
RESOLUTION NO. 2018-148
13. **LEASE AGREEMENT WITH GRUPO FUNERARIO SANTANA CORPORATION DBA FUNERARIA LA PAZ AT 240 SOUTH BROADWAY -**  
Request the City Council approve authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with Grupo Funerario Santana Corporation dba Funeraria La Paz for property located at 240 South Broadway for funeral services.
- Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**  
RESOLUTION NO. 2018-149
14. **LEASE AGREEMENT WITH ESCONDIDO EDUCATION COMPACT FOR PROPERTY LOCATED AT 220, 228, AND 230 SOUTH BROADWAY -**  
Request the City Council approve authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with Escondido Education Compact for property located at 220, 228, and 230 South Broadway.
- Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**  
RESOLUTION NO. 2018-150

**15. SET THE DATE OF OCTOBER 10, 2018 FOR A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION OF NECESSITY AUTHORIZING THE CITY ATTORNEY TO INITIATE A CONDEMNATION PROCEEDING -**

Request the City Council approve setting the date of October 10, 2018 for a Public Hearing to consider adoption of a Resolution of Necessity authorizing the City Attorney to initiate condemnation proceedings to acquire the property rights required across portions of San Diego County assessor's parcel numbers 189-060-42 and 189-060-44 for the construction of the San Pasqual Underground Canal Project.

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

RESOLUTION NO. 2018-152

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

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

**CURRENT BUSINESS**

**16. RECYCLED WATER EASTERLY MAIN AND TANKS PROJECT: BID AWARD, CONSULTING AGREEMENT, AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with SC Valley Engineering, Inc., the lowest responsive and responsible bidder, in the amount of \$9,652,000 for construction of the Recycled Water Easterly Main and Tanks Project (also known as the Blended RO Line Project - Package 2A & 2B); authorize the Mayor and City Clerk to execute a Consulting Agreement with Valley Construction Management in the amount of \$623,988 for construction management services for the Recycled Water Easterly Main and Tanks Project (also known as the Blended RO Line Project - Package 2A & 2B); and approve a budget adjustment in the amount of \$2,808,038.52.

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

A) RESOLUTION NO. 2018-100 B) RESOLUTION NO. 2018-116

**17. BUDGET ADJUSTMENT AND LOAN TO THE CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO -**

Request the City Council approve a budget adjustment to facilitate a \$261,500 loan from the City's Public Facilities Fund to the California Center for the Arts, Escondido (CCAЕ) for financing a new sound system in the CCAЕ Concert Hall.

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

RESOLUTION NO. 2018-146



## FUTURE AGENDA

### 18. [FUTURE AGENDA -](#)

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

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

## COUNCIL MEMBERS SUBCOMMITTEE REPORTS

## CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

- [WEEKLY ACTIVITY REPORT](#)

## ORAL COMMUNICATIONS

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

## ADJOURNMENT

### UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
September 26	-	-	No Meeting	-
October 3	Wednesday	4:00 p.m.	Town Hall Meeting	Council Chambers
October 10	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
October 17	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers

## TO ADDRESS THE COUNCIL

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

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

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

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

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

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

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

### LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at [www.escondido.org](http://www.escondido.org), and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

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

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

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

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



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

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

**CITY OF ESCONDIDO**  
**August 15, 2018**  
**3:30 P.M. Meeting Minutes**  
**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 3:35 p.m. on Wednesday, August 15, 2018 in the City Council Chambers at City Hall with Mayor Abed presiding.

**ATTENDANCE:**

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

**ORAL COMMUNICATIONS**

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

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

- I. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
  - a. **Property:** 220 S. Broadway, APN 233-091-02
  - City Negotiator:** Jeffrey Epp, City Manager
  - Negotiating Parties:** Escondido Education Compact
  - Under Negotiation:** Price and Terms of Agreement
  
- II. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))**
  - a. One Case: Claim No. 5017

**ADJOURNMENT**

Mayor Abed adjourned the meeting at 4:46 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DEPUTY CITY CLERK

**CITY OF ESCONDIDO**  
**August 15, 2018**  
**4:30 P.M. Meeting Minutes**

**Escondido City Council**

**CALL TO ORDER**

**MOMENT OF REFLECTION**

Dick Bridgeman led the Moment of Reflection.

**FLAG SALUTE**

Councilmember Gallo led the flag salute.

**ATTENDANCE:**

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

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

**ORAL COMMUNICATIONS**

**Patricia Borchmann, Escondido**, urged Council support of Senate Bill 1421, and requested Council support the Climate Action Plan.

**Karl Rudnick**, representative for North County Cycle Club, thanked Council for improved bike lanes, and shared information regarding bicycle laws and education.

**CONSENT CALENDAR**

**MOTION:** Moved by Deputy Mayor Masson and seconded by Councilmember Morasco to approve all Consent Calendar items with the exception of item 4 and 5. Item 5 was continued to August 22, 2018. Motion carried unanimously.

- 1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
- 2. APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
- 3. APPROVAL OF MINUTES: None Scheduled**
- 4. FIRST AMENDMENT TO CONSULTING AGREEMENT WITH TEMPLETON FINANCIAL SERVICES, INC. TO PROVIDE INVESTMENT MANAGEMENT SERVICES TO THE CITY AND RECEIVE AND FILE SECOND QUARTER 2018 INVESTMENT REPORT -**  
Request the City Council approve a month-to-month extension of the existing investment management services agreement with Templeton Financial Services, Inc.; authorize the Mayor and City Clerk to execute documents on behalf of the City; and receive and file the Second Quarter 2018 Investment Report. (File No. 0490-55, 0600-10 [A-3227])

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

RESOLUTION NO. 2018-135

Douglas W. Shultz, City Treasurer, was available to answer questions.

**Patricia Borchmann, Escondido**, emphasized that due to the importance of this item, it should not be placed on the Consent Calendar and shared concerns regarding the budget and economic growth.

**MOTION:** Moved by Deputy Mayor Masson and seconded by Councilmember Morasco to approve a month-to-month extension of the existing investment management services agreement with Templeton Financial Services, Inc.; authorize the Mayor and City Clerk to execute documents on behalf of the City; and receive and file the Second Quarter 2018 Investment Report and adopt Resolution No. 2018-135. Motion carried unanimously.

**5. 2018 WEST FOUNDATION CANINE GRANT AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Escondido Police Department to accept a \$50,000 Canine Grant from the Gary and Mary West Foundation through the Escondido Foundation; authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds. (File No. 0430-80)

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

**THIS ITEM WAS CONTINUED TO AUGUST 22, 2018.**

**6. YEAR 2019 HOLIDAYS -**

Request the City Council approve designating the dates that City of Escondido offices will be closed in the year 2019 for holiday observances. (File No. 0740-30)

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

RESOLUTION NO. 2018-125

**7. 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 -**

Request the City Council approve amending Personnel Rules and Regulations Rule 28, implementing the changes that will result upon dissolution of the Board of Review, and approve amending Escondido Municipal Code Chapter 19, Article 2, Board of Review, to transfer the authority for employee due process disciplinary hearings from the Board of Review to an Administrative Law Judge. (File No. 0680-50)

Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett and City Attorney's Office: Michael R. McGuinness)**

A) RESOLUTION NO. 2018-139 B) ORDINANCE NO. 2018-08 (First Reading and Introduction)

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

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

## PUBLIC HEARINGS

**8. REZONE, MASTER DEVELOPMENT PLAN, DEVELOPMENT AGREEMENT, TENTATIVE SUBDIVISION MAP, GRADING EXEMPTIONS, AND SPECIFIC ALIGNMENT PLAN - WOHLFORD RESIDENTIAL SUBDIVISION (SUB 15-0002, PHG 15-0004, AND ENV 15-0001)**

Request the City Council approve certifying a Final Environmental Impact Report and adoption of a Mitigation Monitoring and Reporting Program for the Wohlford residential subdivision proposal, which includes a total of 55 residential lots and eight open space lots on approximately 40.62 acres of property located on the east side of Bear Valley Parkway, across from Encino Drive and between Sunset/Ranchito Drive and Choya Canyon Road; approve a Tentative Subdivision Map for 55 residential lots and eight open space lots, Grading Exemptions for cut and fill slopes in excess of Grading Ordinance limits, and a Specific Alignment Plan for improvements to Bear Valley Parkway; and approve rezoning the project site from RE-20 (Residential Estates; 20,000 SF minimum lot size) to PD-R 1.39 (Planned Development-Residential, 1.39 dwelling units per acre); approve a Master Development Plan to implement lot clustering and establish development standards; and approve a Development Agreement to define responsibility for improvements to Bear Valley Parkway as specified in a Specific Alignment Plan, that has been prepared and is to be considered with the project , concurrent with the rest of the development proposal. (File No. 0800-10)

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

- A) RESOLUTION NO. 2018-120 B) RESOLUTION NO. 2018-122
- C) ORDINANCE NO. 2018-17 (First Reading and Introduction)

Ann Dolmage, Associate Planner, presented the staff report utilizing a PowerPoint presentation.

Mayor Abed opened the public hearing and asked if anyone wanted to speak on this issue in any way.

**Elizabeth Wohlford**, Applicant, shared information regarding the proposed project and encouraged approval.

**Jack Henthorne**, Project Manager, was available for questions and voiced support for the staff and Planning Commission recommendations.

**William Cox/Steve Siebioda, Escondido**, shared concerns regarding drainage on the corner of 724 Chaparral Lane and Choya Canyon.

Mayor Abed asked if anyone else wished to speak. No one asked to be heard; therefore, he closed the public hearing.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Diaz to approve certifying a Final Environmental Impact Report and adoption of a Mitigation Monitoring and Reporting Program for the Wohlford residential subdivision proposal, which includes a total of 55 residential lots and eight open space lots on approximately 40.62 acres of property located on the east side of Bear Valley Parkway, across from Encino Drive and between Sunset/Ranchito Drive and Choya Canyon Road; approve a Tentative Subdivision Map for 55 residential lots and eight open space lots, Grading Exemptions for cut and fill slopes in excess of Grading Ordinance limits, and a Specific Alignment Plan for improvements to Bear Valley Parkway; and approve rezoning the project site from RE-20 (Residential Estates; 20,000 SF minimum lot size) to PD-R 1.39 (Planned Development-Residential, 1.39 dwelling units per acre); approve a Master Development Plan to implement lot clustering and establish development standards; and approve a Development Agreement to define responsibility for improvements to Bear Valley Parkway as specified in a Specific Alignment Plan, that has been prepared and is to be considered with the project , concurrent with the rest of the development proposal; adopt Resolution No. 2018-120 and Resolution No. 2018-122; and introduce Ordinance No. 2018-17. Motion carried unanimously.

**9. AMENDMENTS TO THE ESCONDIDO ZONING CODE AND DOWNTOWN SPECIFIC PLAN TO CONDITIONALLY PERMIT DRIVE-THROUGH RESTAURANTS AND CONDITIONAL USE PERMIT FOR A NEW DRIVE-THROUGH RESTAURANT AT 350 W. VALLEY PARKWAY (PHG 17-0014, PHG 17-0015, AND ENV 17-0003) -**

Request the City Council approve amending Article 1 (Definitions) of the Escondido Zoning Code to define drive-through businesses and to amend the Downtown Specific Plan to allow drive-through restaurants, subject to a conditional use permit, in the Gateway Transit (GT) and Centre City Urban (CCU) Districts; approve the adoption of a Final Initial Study and Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP); and approve a Conditional Use Permit for a proposed drive-through restaurant located at 350 W. Valley Parkway. (File No. 0810-20)

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

A) RESOLUTION NO. 2018-124R

B) B) ORDINANCE NO. 2018-18 (First Reading and Introduction)

Mike Strong, Assistant Director of Planning, and Darren Parker, Associate Planner, presented the staff report utilizing a PowerPoint presentation.

Mayor Abed opened the public hearing and asked if anyone wanted to speak on this issue in any way.

**Patricia Borchmann, Escondido**, shared concerns regarding the incomplete analysis from the Planning Commission and the Council staff report.

Mayor Abed asked if anyone else wished to speak. No one asked to be heard; therefore, he closed the public hearing.

**MOTION:** Moved by Councilmember Gallo and seconded by Deputy Mayor Masson to approve amending Article 1 (Definitions) of the Escondido Zoning Code to define drive-through businesses and to amend the Downtown Specific Plan to allow drive-through restaurants, subject to a conditional use permit, in the Gateway Transit (GT) and Centre City Urban (CCU) Districts; approve the adoption of a Final Initial Study and Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP); and approve a Conditional Use Permit for a proposed drive-through restaurant located at 350 W. Valley Parkway; adopt Resolution No. 2018-124R; and introduce Ordinance No. 2018-18. Motion carried unanimously.

## FUTURE AGENDA

### 10. FUTURE AGENDA -

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

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

## COUNCIL MEMBERS' SUBCOMMITTEE REPORTS

Councilmember Gallo reported San Diego County Water Authority will be evaluating a proposed water tax bill; North County Transit District reported four fatalities since July 1.

## 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**

**David Martin, Escondido,** shared comments regarding electrical issues at Mobile Park West.

**ADJOURNMENT**

Mayor Abed adjourned the meeting at 6:04 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DEPUTY CITY CLERK



**CITY OF ESCONDIDO**  
**August 22, 2018**  
**4:30 P.M. Meeting Minutes**

**Escondido City Council**  
**Mobilehome Rent Review Board**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 4:29 p.m. on Wednesday, August 22, 2018 in the City Council Chambers at City Hall with Mayor Abed presiding.

**MOMENT OF REFLECTION**

Dick Bridgman led the Moment of Reflection.

**FLAG SALUTE**

Deputy Mayor Masson led the flag salute.

**ATTENDANCE:**

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

Also present were: Jeffrey Epp, City Manager; Michael R. McGuinness, City Attorney; Mike Strong, Assistant Director of Planning; Julie Procopio, Director of Engineering Services; Eva Heter, Assistant City Clerk; and Jennifer Ekblad, Deputy City Clerk.

**ORAL COMMUNICATIONS**

**JoAnne Fields**, representative for the Council for Supplier Diversity, shared information regarding upcoming meetings and invited the City Council to attend.

**Smitty Smith, Escondido**, shared concerns regarding high density development in Escondido.

**CONSENT CALENDAR**

**MOTION:** Moved by Councilmember Morasco and seconded by Councilmember Diaz to approve all Consent Calendar items with the exception of items 4 and 12. Item 12 was removed and not discussed. 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 August 8, 2018**

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

Request the City Council approve establishing the property tax rate and fixed charge assessments for bonded indebtedness for the Fiscal Year 2018-19. (File No. 0440-35)

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

RESOLUTION NO. 2018-89

**MOTION:** Moved by Mayor Abed and seconded by Deputy Mayor Masson to approve establishing the property tax rate and fixed charge assessments for bonded indebtedness for the Fiscal Year 2018-19 and adopt Resolution No. 2018-89. Motion carried unanimously.

**5. AUTHORIZE CONTRACTS TO ACQUIRE AND UTILIZE SOFTWARE AND SERVICING FOR THE CITYWORKS PROJECT -**

Request the City Council approve authorizing agreements with Timmons Group for implementation services and the purchase of the Cityworks Project software. (File No. 0600-10 [A-3261])

Staff Recommendation: **Approval (Information Systems Department: Rob Van De Hey)**

RESOLUTION NO. 2018-132

**6. KIT CARSON PARK WETLAND PERMITS MITIGATION AREAS CONSULTANT BID AWARD -**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Consulting Agreement with Habitat West, Inc. in the amount of \$147,541 for management of the Kit Carson Park Wetland Permits Mitigation Areas project. (File No. 0600-10 [A-3262])

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

RESOLUTION NO. 2018-136

**7. FIRST AMENDMENT TO THE PUBLIC SERVICES AGREEMENT FOR RIGHT OF WAY LANDSCAPE MAINTENANCE SERVICES WITH STEVEN SMITH LANDSCAPING INC. -**

Request the City Council approve authorizing the Mayor and City Clerk to execute a First Amendment to the Public Services Agreement (PSA), exercising option period one (1) of the Right of Way Landscape Maintenance Services Request for Proposal (RFP) No. 18-02, extending the Agreement through June 30, 2019. (File No. 0600-10 [A-3222])

Staff Recommendation: **Approval (Public Works Department: Joseph Goulart)**

RESOLUTION NO. 2018-137

**8. 2018-19 STUDENT SUCCESS INITIATIVE GRANT AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Director of Communications and Community Services or her designee to complete an application for the Pacific Library Partnership 2018-19 Student Success Initiative grant program; execute grant documents on behalf of the City; and approve the necessary budget adjustment to establish a new project number for tracking these grant funds. (File No. 0480-70)

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

RESOLUTION NO. 2018-138

**9. SALE OF PROPERTY: 1750 W. CITRACADO PARKWAY, LOT #99 AT MOUNTAIN SHADOWS MOBILEHOME PARK -**

Request the City Council approve authorizing the Real Property Manager to execute documents necessary to complete the sale of 1750 W. Citracado Parkway, Lot #99 at Mountain Shadows Mobile Home Park. (File No. 0698-20)

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

RESOLUTION NO. 2018-140

**10. AUTHORITY TO APPLY FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM FUNDS -**

Request the City Council approve authorizing the Director of Engineering Services/City Engineer to complete an application to Caltrans for a federal Highway Safety Improvement Program (HSIP) grant to improve safety on Centre City Parkway; and if awarded, authorize the Director of Engineering Services/City Engineer or her designee to accept grant funds and complete grant documents on behalf of the City. (File No. 0480-70)

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

RESOLUTION NO. 2018-141

**11. 2018 DONOR ADVISED FUND THROUGH THE OMAHA COMMUNITY FOUNDATION CANINE GRANT AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Escondido Police Department to accept a \$50,000 Canine Grant from a Donor Advised Fund through the Omaha Community Foundation through the Escondido Foundation; authorize the Chief of Police and Police Department staff to execute grant document on behalf of the City; and approve budget adjustments needed to spend grant funds. *Continued from August 15, 2018.* (File No. 0430-80)

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

**12. CONTINUING EMERGENCY REPAIR OF 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. (File No. 0600-10 [A-3242])

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

RESOLUTION NO. 2018-143

**THIS ITEM WAS REMOVED AND NOT DISCUSSED.**

**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.)

**13. 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 -**

Approved on August 15, 2018 with a vote of 5/0 (File No. 0680-50)

ORDINANCE NO. 2018-08 (Second Reading and Adoption)

14. **REZONE, MASTER DEVELOPMENT PLAN, DEVELOPMENT AGREEMENT, TENTATIVE SUBDIVISION MAP, GRADING EXEMPTIONS, AND SPECIFIC ALIGNMENT PLAN - WOHLFORD RESIDENTIAL SUBDIVISION (SUB 15-0002, PHG 15-0004, AND ENV 15-0001)**  
Approved on August 15, 2018 with a vote of 5/0 (File No. 0800-10)

ORDINANCE NO. 2018-17 (Second Reading and Adoption)

15. **AMENDMENTS TO THE ESCONDIDO ZONING CODE AND DOWNTOWN SPECIFIC PLAN TO CONDITIONALLY PERMIT DRIVE-THROUGH RESTAURANTS AND CONDITIONAL USE PERMIT FOR A NEW DRIVE-THROUGH RESTAURANT AT 350 W. VALLEY PARKWAY (PHG 17-0014, PHG 17-0015, ENV 17-0003) -**  
Approved on August 15, 2018 with a vote of 5/0 (File No. 0810-20)

ORDINANCE NO. 2018-18 (Second Reading and Adoption)

## PUBLIC HEARINGS

16. **SHORT-FORM RENT REVIEW BOARD HEARING FOR CASA GRANDE ESTATES -**

Request the City Council consider for approval the short-form rent increase application submitted for Casa Grande Estates at 1001 S. Hale Avenue, and if approved, grant an increase of 75 percent of the change in the Consumer Price Index, or 3.574 percent (an average of \$20.10) for the period of December 31, 2015 to December 31, 2017. (File No. 0697-20-10172)

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

RRB RESOLUTION NO. 2018-09

Belinda Rojas, Program Administrator, and Stephen Jacobson, Code Enforcement Officer, presented the staff report utilizing a PowerPoint presentation.

Mayor Abed opened the public hearing and asked if anyone wanted to speak on this issue in any way.

**Kent Johns, Owner's Representative**, addressed concerns regarding fencing issues, shared comments regarding increased utility costs, and requested approval of the rent increase.

**Susan Halstead, Residents' Representative**, thanked the owner's representative for fixing park issues and addressed resident concerns regarding park amenities.

**Joan DeVries, Escondido**, shared information regarding the Consumer Price Index (CPI) and requested the Consumer Price Index percent increase be cut in half.

Mayor Abed asked if anyone else wished to speak. No one asked to be heard; therefore, he closed the public hearing.

**MOTION:** Moved by Deputy Mayor Masson and seconded by Councilmember Gallo to approve the short-form rent increase application submitted for Casa Grande Estates at 1001 S. Hale Avenue, granting an increase of 75 percent of the change in the Consumer Price Index, or 3.574 percent (an average of \$20.10) for the period of December 31, 2015 to December 31, 2017 and adopt RRB Resolution No. 2018-09. Ayes: Abed, Gallo, Masson, Morasco. Noes: Diaz. Motion carried.

17. **COMMITMENT OF HOME CHDO FUNDS, AND APPROVAL AND AUTHORIZATION FOR RELEASE OF REQUEST FOR PROPOSALS FOR AFFORDABLE HOUSING PURPOSES -**

Request the City Council approve a Request for Proposal to be released for the acquisition, redevelopment, and rehabilitation of affordable housing; authorize the Director of Community Development to conditionally commit federal HOME Community Housing Development Organization (CHDO) funds in an amount not to exceed \$139,000 to Community HousingWorks (CHW) for the

rehabilitation of six affordable rental units located at 1203 South Maple Street; and authorize the Mayor and City Clerk to execute an Affordable Housing Loan Agreement and all necessary loan and supporting agreements in forms acceptable to the City Attorney. (File No. 0875-20)

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

RESOLUTION NO. 2018-97

Karen Youel, Housing and Neighborhood Services Manager, presented the staff report utilizing a PowerPoint presentation.

Mayor Abed opened the public hearing and asked if anyone wanted to speak on this issue in any way.

**Richard Oh, San Diego**, representative from Community HousingWorks, shared information regarding affordable housing and was available to answer questions.

Mayor Abed asked if anyone else wished to speak. No one asked to be heard; therefore, he closed the public hearing.

**MOTION:** Moved by Councilmember Diaz and seconded by Deputy Mayor Masson to approve a Request for Proposal to be released for the acquisition, redevelopment, and rehabilitation of affordable housing; authorize the Director of Community Development to conditionally commit federal HOME Community Housing Development Organization (CHDO) funds in an amount not to exceed \$139,000 to Community HousingWorks (CHW) for the rehabilitation of six affordable rental units located at 1203 South Maple Street; and authorize the Mayor and City Clerk to execute an Affordable Housing Loan Agreement and all necessary loan and supporting agreements in forms acceptable to the City Attorney and adopt Resolution No. 2018-97. Motion carried unanimously.

## FUTURE AGENDA

### 18. FUTURE AGENDA -

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

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

## COUNCIL MEMBERS' SUBCOMMITTEE REPORTS

Councilmember Gallo reported North County Transit District had no fatalities this week; shared San Diego County Water Authority information regarding statewide water usage.

Mayor Abed reported SANDAG interviewed applicants and decided on an Executive Director.

## CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

- **WEEKLY ACTIVITY REPORT**

## ORAL COMMUNICATIONS

**ADJOURNMENT**

Mayor Abed adjourned the meeting at 5:32 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ASSISTANT CITY CLERK

\_\_\_\_\_  
DEPUTY CITY CLERK



## CITY COUNCIL STAFF REPORT

Consent Item No. 4

September 19, 2018

File No. 0480-70

SUBJECT: Walmart Foundation Grant Award Acceptance and Budget Adjustment

DEPARTMENT: Fire Department

RECOMMENDATION:

It is requested that the City Council accept \$1,900 in grant funding from the Walmart Foundation to purchase six new wildland fire shelters. It is also requested that the City Council authorize the Fire Chief to execute, on behalf of the City of Escondido, all documents required for the management of this grant, and authorize the necessary budget adjustment to establish a new project number to track these grant funds.

FISCAL ANALYSIS:

The Walmart Foundation grant will fund 100 percent of the cost for six wildland fire shelters. There is no requirement for matching funds for this grant award.

BACKGROUND:

The Walmart Foundation bestows grants to local organizations that make a difference on key issues, including public safety, in communities where Walmart store, club and distribution center associates live and work. The Fire Department recently requested grant funding from the Walmart Foundation to purchase six new fire shelters to replace current fire shelters that are nearing the end of their useful lifespan. Wildland fire shelters are a critical piece of personal safety equipment that are carried by all Firefighters engaged in battling a wildland fire. If overrun by flames, Firefighters can deploy the fire and heat resistant "tent" that is designed to provide lifesaving protection until the fire has passed.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Rick Vogt*, Fire Chief  
9/13/2018 9:51 a.m.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

1. Budget Adjustment



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: 8/15/18
Department: Fire
Division:
Project/Budget Manager: Laura Lacy x5408
Name Extension
Council Date (if applicable): 9/19/18
(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 rows for Revenue (4121-451-New Project Number, 1,900.00) and Fire Grants (451-New Project Number, 1,900.00).

Explanation of Request:

A budget adjustment is needed to spend FY 2017-18 Walmart Foundation Community Grant funds. Funds will purchase 6 new fire shelts for Firefighters.

APPROVALS
Department Head: [Signature], Date: 9/11/18
Finance: [Signature], Date: 9/12/18
City Manager: \_\_\_\_\_, Date: \_\_\_\_\_
City Clerk: \_\_\_\_\_, Date: \_\_\_\_\_

Distribution (after approval): Original: Finance





## CITY COUNCIL STAFF REPORT

Consent Item No. 5

September 19, 2018

File No. 0480-70

SUBJECT: Fiscal Year 2018-19 State of California Office of Traffic Safety Pedestrian and Bicycle Safety Program Grant

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council authorize the Escondido Police Department to accept a FY 2018-19 California Office of Traffic Safety (OTS) Pedestrian and Bicycle Safety Program Grant in the amount of \$25,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the FY 2018-19 General Fund Budget. Grant funds will pay for the overtime expenses related to traffic safety education activities and traffic safety supplies.

PREVIOUS ACTION:

The City Council accepted a FY 2017-18 Office of Traffic Safety Pedestrian and Bicycle Safety Program Grant in the amount of \$25,000 on September 27, 2017.

BACKGROUND:

The Police Department received a FY 2018-19 State of California Office of Traffic Safety Grant in the amount of \$25,000. Grant funds will enhance traffic safety programs from October 1, 2018, through September 30, 2019. The Police Department will use these funds to pay for the police officer overtime for the educational programs related to bicycle and pedestrian safety. The Grant funds will also cover bicycle helmets, educational materials, and safety supplies for community members.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Craig Cater*, Chief of Police  
9/10/2018 3:56 p.m.

ATTACHMENTS:

1. Budget Adjustment



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: September 10, 2018
Department: Police Department
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Name Extension
Council Date (if applicable): September 19, 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. Rows include Revenue (4128-451-New Project Number, \$25,000) and Police Grants (451-New Project Number, \$25,000).

Explanation of Request:

Budget adjustments are needed to receive grant funds and establish a spending account for overtime and supply expenses related to the FY 2018-19 State of California Office of Traffic Safety Pedestrian and Bicycle Safety Grant.

APPROVALS

Department Head (Signature) Date 9-10-18
City Manager Date
Finance (Signature) Date 9/11/18
City Clerk Date

Distribution (after approval): Original: Finance

## CITY COUNCIL STAFF REPORT

Consent Item No. 6

September 19, 2018

File No. 0480-70

SUBJECT: Fiscal Year 2018-19 State of California Office of Traffic Safety Selective Traffic Enforcement Grant and Budget Adjustment

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council authorize the Escondido Police Department to accept a FY 2018-19 California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$410,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the FY 2018-19 General Fund Budget. The grant funds will cover the salary and benefits for a full-time DUI traffic officer. Additionally, the grant will also fund overtime expenses related to traffic safety enforcement activities and traffic safety supplies. Funding will cover expenses from October 1, 2018, through September 30, 2019.

PREVIOUS ACTION:

The City Council accepted a FY 2017-18 California Office of Traffic Safety Selective Enforcement Grant in the amount of \$510,000 on August 16, 2017.

BACKGROUND:

The Police Department received a FY 2018-19 State of California Office of Traffic Safety Grant in the amount of \$410,000. These funds will be used to pay the salary expenses for a full-time DUI traffic officer. The grant will also cover overtime expenses for DUI checkpoints, saturation patrols, traffic safety enforcement details, and supplies related to traffic safety enforcement.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Craig Carter*, Chief of Police  
9/10/2018 3:56 p.m.

ATTACHMENTS:

1. Budget Adjustment



# CITY OF ESCONDIDO BUDGET ADJUSTMENT REQUEST

Date of Request: September 10, 2018

Department: Police Department

Division: Administration

Project/Budget Manager: Lisa Rodelo 4905  
Name Extension

Council Date (if applicable): September 19, 2018  
(attach copy of staff report)

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

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-451-New Project Number	\$410,000	
Police Grants	451-New Project Number	\$410,000	

Explanation of Request:

Budget adjustments are needed to receive grant funds and establish a spending account for salary and overtime expenses related to the FY 2018-19 State of California Office of Traffic Safety Selective Traffic Enforcement Program Grant.

### APPROVALS

*[Signature]*  
 Department Head  
*[Signature]*  
 Finance

9-10-18  
 Date  
9/11/18  
 Date

\_\_\_\_\_  
 City Manager Date  
 \_\_\_\_\_  
 City Clerk Date

Distribution (after approval): Original: Finance

## CITY COUNCIL STAFF REPORT

**Consent Item No. 7**

**September 19, 2018**

**File No. 0800-10**

**SUBJECT:** Escondido Tract SUB 15-0031 Final Map, located at 2319 Cranston Drive.

**DEPARTMENT:** Engineering Services Department

**RECOMMENDATION:**

It is requested that the City Council approve the Final Map for Tract SUB 15-0031 ("Project"), a five Lot Subdivision located at 2319 Cranston Drive, consisting of four single family residential lots, and a single commercial lot being developed as a self-storage facility.

**FISCAL ANALYSIS:**

The cost for review of the Final Map is paid for by the developer in accordance with the adopted fee schedule.

**PREVIOUS ACTION:**

This Project, initially processed as Tract 900, was recommended for approval by the Planning Commission on November 22, 2005, through Resolution No. 5658 and subsequently approved by the City Council on January 11, 2006, as Resolution No. 2006-09. The Project was renamed Tract SUB 15-0031 when a Modification to the Master and Precise Development Plans and an Extension of Time were recommended for approval by Planning Commission on September 13, 2016, through Resolution No. 6075, and approved by the City Council on October 12, 2016, as Ordinance No. 2016-14, and Resolution No. 2016-143.

**BACKGROUND:**

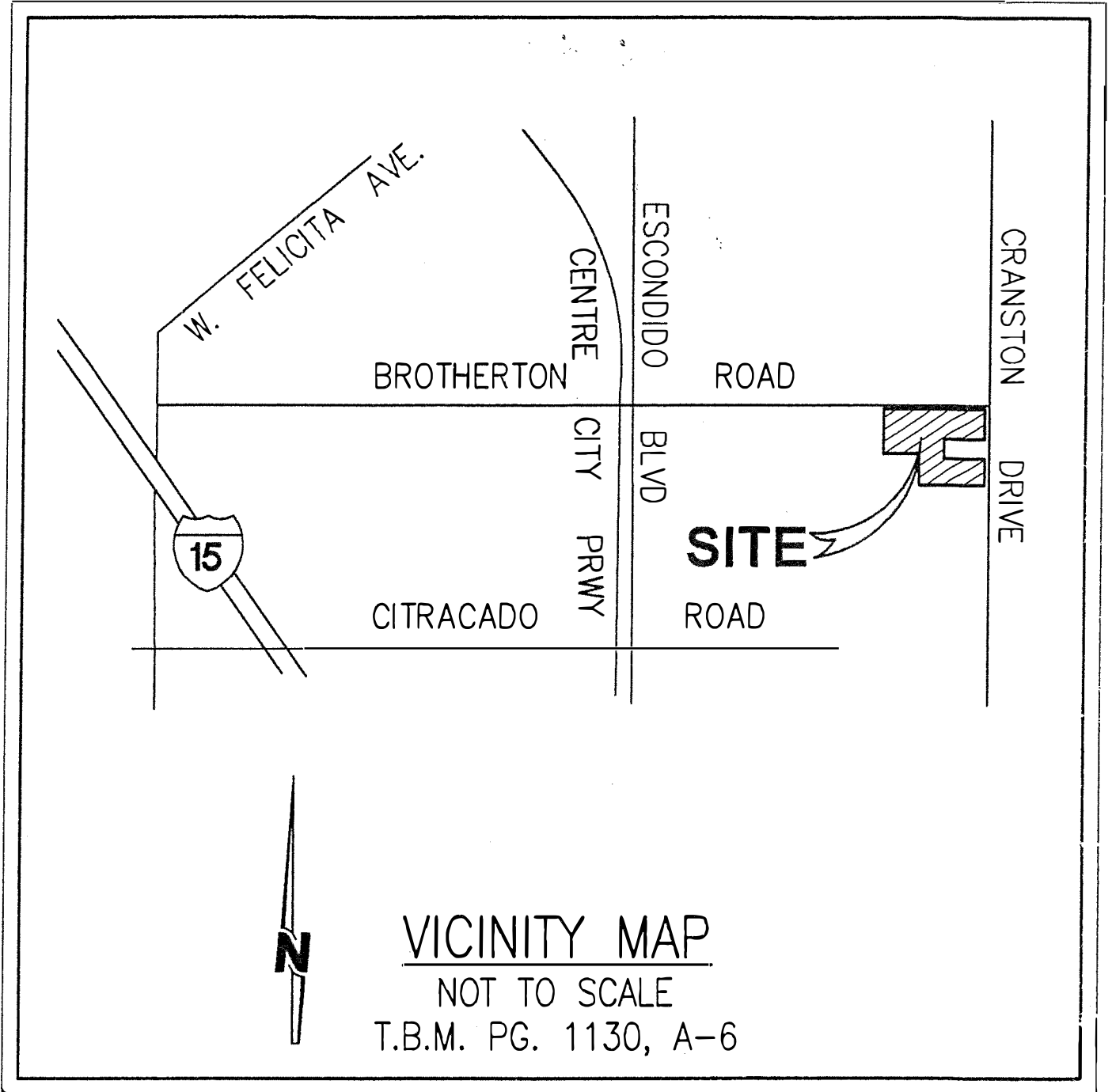
Staff has examined this Final Map and found it to be mathematically correct and in substantial conformance to the approved Tentative Map and Master and Precise Development Plans, and is subject to the conditions of approval. This Final Map conforms to the provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval. The Planning Department has reviewed and approved this Final Map.

**APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:**

*Julie Procopio*, Director of Engineering Services  
9/12/2018 5:40 p.m.

**ATTACHMENTS:**

1. Attachment 1 – Site Location Map





## CITY COUNCIL STAFF REPORT

**Consent Item No. 8**

**September 19, 2018**

**File No. 0690-20**

SUBJECT: Disposition of Property: 137 – 151 West Valley Parkway

DEPARTMENT: City Manager's Office

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2018-98 authorizing the Real Property Manager and City Clerk to execute a purchase agreement and escrow documents necessary to complete the sale of 137 – 151 West Valley Parkway (APN 229-421-26) ("Property") to Touchstone MF Fund I, LLC ("Touchstone").

FISCAL ANALYSIS:

Sales proceeds for value will be deposited into the General Fund Reserve Account. The purchase agreement stipulates that a \$300,000 deposit be paid by the buyer in three separate installments that would be credited towards the purchase price. Prior to escrow closing, the buyer must pay the entire remaining purchase price in cash, or execute a city-approved promissory note with a 36-month maturity at 4% interest.

PREVIOUS ACTION:

None

BACKGROUND AND DISCUSSION:

The City of Escondido owns the 1.03-acre parcel, which is currently being used as a public parking lot. The City received an unsolicited offer from Touchstone MF Fund I, LLC for the purchase and development of a key downtown site in order to achieve the City's goals of redevelopment and revitalization of the area. This action aligns with the vision for establishing downtown as a "dynamic, attractive, economically vital city center providing social, cultural, economic, and residential focus..." The General Plan designation for the site is "Specific Plan Area" and is within the Historic District of the Downtown Specific Plan.

The proposed Agreement of Purchase and Sale and Joint Escrow Instructions ("Agreement"), attached as Exhibit 1 in the attached Resolution No. 2018-98, effectuates the sale of the Property to Touchstone on the terms and conditions provided in the Agreement. Touchstone will purchase the Property at fair market value from the City. An appraisal of the Property must be provided to the City at the purchaser's cost within (thirty) 30 days of the effective date.

The Agreement requires that Touchstone provide and maintain seventy-six (76) parking spaces for the public and provide the City with any future revenue from the public parking area. These obligations will be recorded on the Property as deed restrictions in favor of the City. The Agreement also requires that the purchaser apply for a mixed-use development project of at least 106 residential units, consistent with the City's Downtown Specific Plan, within ninety (90) days of the Agreement. The purchaser must secure any applicable approvals within eighteen (18) months.

Touchstone must deposit \$50,000 with escrow concurrently with the execution of the Agreement, which becomes non-refundable after sixty (60) days. After sixty (60) days, the purchaser must deposit an additional \$50,000, which also becomes non-refundable. Should the purchaser fail to comply with the terms of the Agreement, or terminate the Agreement, the City would receive the total deposit of \$100,000.

During escrow, the City will maintain the Property in its current condition as a public parking lot as long as construction has not started on any potential project. It should be noted that the proposed Agreement has no bearing on the City Council or Planning Commission's sole and absolute discretion to disapprove, modify or take any action regarding any application or request for any entitlement or development of a project.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Jay Petrek*, Assistant City Manager  
9/12/2018 5:22 p.m.

ATTACHMENTS:

1. Resolution No. 2018-98
2. Resolution No. 2018-98 – Exhibit "1" - Agreement of Purchase and Sale and Joint Escrow Instructions



RESOLUTION NO. 2018-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, ALL DOCUMENTS NECESSARY FOR THE SALE OF 137-151 W VALLEY PARKWAY

WHEREAS, the City owns certain real property, addressed as 137-151 West Valley Parkway, which is a 1.03 acre parcel currently used as a public parking lot, located on West Valley Parkway between Broadway and Maple Streets (the “Property”); and

WHEREAS, the City received an unsolicited offer from Touchstone MF Fund I, LLC (“Buyer”) to purchase the Property for appraised value and develop the site as a residential mixed-use project and public parking facility in conformance with the City’s General Plan and Downtown Specific Plan land use designations; and

WHEREAS, the sale of the Property achieves an important public purpose of the City to encourage redevelopment and revitalization of a cornerstone downtown site in order to create economic opportunity and provide jobs to residents for the common benefit; and

WHEREAS, the parties acknowledge that the entitlements for the proposed Project involve a need for staff and the City Council to act in the public interest and according to applicable legal requirements without regard to the Agreement of Purchase and Sale and Joint Escrow Instructions (“Agreement”); and

WHEREAS, the proposed Agreement has no bearing on the City Council or Planning Commission's sole and absolute discretion to disapprove, modify or take any action regarding any application or request for any entitlement or development of a project; and

WHEREAS, the City wishes to sell the Property for appraised value and to enter into escrow with the Buyer under the terms and conditions stated in the Agreement; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest as well as fulfilling a specific City purpose for the common benefit to approve the sale of the Property to the Buyer.

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

1. That the above recitations are true.
2. The Real Property Manager and City Clerk are authorized to execute, on behalf of the City, all documents necessary for the sale of the Property, including the Agreement of Purchase and Sale and Joint Escrow Instructions attached to this Resolution as Exhibit "1" and incorporated by this reference.



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# AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

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**EXHIBITS:**

- Exhibit A - Due Diligence Materials**
- Exhibit B - Legal Descriptions**
- Exhibit C - Grant Deed**

**CITY OF ESCONDIDO  
AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS**

This Agreement is made as of \_\_\_\_\_, 2018 between the City of Escondido and **Touchstone MF Fund I, LLC.**

**RECITALS**

The City is the owner of unoccupied land located at 137 Valley Parkway, Escondido, California. The City desires to sell and Buyer desires to purchase the Property upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, City and Buyer agree that the terms and conditions of this Agreement and the instructions to Escrow Holder with regard to the escrow, created pursuant hereto are as follows:

**Section 1 Definition of Terms**

The following words in this Agreement shall have the significance attached to them in this Section unless otherwise apparent from their context.

- 1.1 **Agreement.** Agreement means this Agreement of Purchase and Sale and Joint Escrow Instructions.
- 1.2 **Approved Conditions of Title.** Approved Conditions of Title means only those conditions to title as provided in Section 5.2.
- 1.3 **Buyer.** Buyer means Touchstone MF Fund I, LLC, a Delaware Limited Liability Company and does not include its heirs, assigns, or successors in interest.
- 1.4 **City.** The City means the City of Escondido, a California general law City.
- 1.5 **Close of Escrow.** Close of Escrow means the date the City's Grant Deed is filed for record.
- 1.6 **Closing Date.** Closing Date shall be the date scheduled for Close of Escrow, and unless otherwise agreed to in writing by City and Buyer or as otherwise set forth in this Agreement, the Closing Date shall be forty five (45) days following City issuance of a building permit relating to the Entitlements or eighteen (18) months from the Effective Date, whichever occurs first. Buyer shall also have the right to accelerate the Closing Date on providing 10 days written notice to City, provided all obligations under this agreement are met prior to closing.
- 1.7 **Deposit.** Deposit means the deposit to be made by Buyer in accordance with

Section 3.1 below.

- 1.8 **Due Diligence Materials.** Due Diligence Materials shall mean those materials specifically described in **Exhibit A** attached hereto.
- 1.9 **Effective Date.** Effective Date means the date this Agreement is countersigned by the Real Property Manager.
- 1.10 **Entitlements.** Entitlements shall mean all necessary City, State, Federal or other governmental approvals including but not limited to a planned development, building permits, CEQA determinations, etc.
- 1.11 **Escrow Holder.** Escrow Holder means:
- Fidelity National Title Insurance Company  
4400 MacArthur Blvd., Suite 200  
Newport Beach, CA 92660  
Attn: Valerie Rapp  
Facsimile No.: 866-935-6314  
Telephone No.: 949-477-3646  
Email: valerierappteam@fnf.com
- 1.12 **First Deposit.** First Deposit shall refer to the original deposit as provided in Section 3.1.
- 1.13 **Feasibility Period.** Feasibility Period means the period commencing upon the Effective Date of this Agreement and expiring sixty (60) days thereafter.
- 1.14 **General and Special Real Estate Taxes.** General and special real estate taxes means all non-delinquent taxes and charges of the type customarily evidenced by a secured tax bill issued by the Tax Collector of the County, including, but not limited to, amounts allocated to (i) County or City general governmental purposes, (ii) bonded indebtedness of the County or City, (iii) bonded or other indebtedness and operating expenses of any school, college, sewer, water, irrigation, hospital, library, utility, county service, community facilities district or other district, and (iv) any other lawful purpose. The parties acknowledge that prior to the Close of Escrow the Property may not be subject to general and special real estate taxes because the Property is owned by a public entity, but such fact shall not be construed to release or relieve Buyer from the obligation to assume responsibility for general and special real estate taxes as of the Close of Escrow
- 1.15 **Grant Deed.** Grant Deed means the grant deed recorded by the City transferring ownership to the Buyer.
- 1.16 **Opening of Escrow.** Opening of Escrow means the date as provided in Section 4.1.
- 1.17 **Party.** Buyer or City may be referred to individually as Party or collectively as

Parties.

- 1.18 **Project.** Project means a mixed use development with a minimum of 106 units on the Property and consistent with the City's Downtown Specific Plan.
- 1.19 **Promissory Note.** Promissory Note means a Promissory Note between the Buyer and the City for the amount of seventy-five percent (75%) of the Purchase Price together with any additional documents necessary to secure the Promissory Note by the Property.
- 1.20 **Property.** Property means the real property known as APN 229-421-26, located at 137 Valley Parkway, Escondido, CA 92025, as described in **Exhibit B**.
- 1.21 **Purchase Price.** Purchase Price means the purchase price for the Property described in Section 3.2 below.
- 1.22 **Report.** Report means a standard preliminary title report issued by the Title Company with respect to the Property within five (5) days following the Opening of Escrow.
- 1.23 **Second Deposit.** Second Deposit shall refer to the second deposit as provided in Section 3.1.
- 1.24 **Third Deposit.** Third Deposit shall refer to the third deposit as provided in Section 3.1.
- 1.25 **Title Insurer.** Title Insurer means the same entity as designated for the Escrow Holder.
- 1.26 **Title Policy.** Title Policy means the title policy as set forth in Section 5.1.

## **Section 2 Property**

The City shall sell the Property to Buyer and Buyer shall purchase the Property from the City on the terms and conditions stated in this Agreement. City owns vacant real property with an address of 137 Valley Parkway, Escondido, CA 92025 as provided in **Exhibit B**.

## **Section 3 Purchase Price**

- 3.1 Deposit. Concurrently with the opening of escrow, Buyer shall deliver to Escrow Holder the First Deposit sum of FIFTY THOUSAND DOLLARS (\$50,000) which shall be held by Escrow Holder until the expiration of the Feasibility Period, at which time it shall be delivered to City. At the expiration of the Feasibility Period, Buyer shall deposit the Second Deposit of FIFTY THOUSAND DOLLARS (\$50,000). Upon the issuance of the Building Permit, Buyer shall deposit the Third Deposit of TWO HUNDRED THOUSAND DOLLARS (\$200,000). Collectively, the First, Second and Third Deposits make up the entire Deposit. Buyer shall execute and deliver to Escrow Holder such instructions as may be requested by Escrow Holder to cause the Deposit to be released to City in a timely manner. The

Deposit shall be credited to the Purchase Price upon Close of Escrow. If either Party terminates this Agreement prior to the expiration of the Feasibility Period, then the First Deposit shall be returned to Buyer. Escrow shall be opened by the parties within five (5) days of the Effective Date.

- 3.2 Purchase Price. City agrees to sell and Buyer agrees to buy the Property for the Purchase Price of fair market value as determined by an independent appraiser, paid for by the Buyer. In the event that the Parties cannot agree on an appraiser, each Party shall hire its own appraiser and the two appraisers shall select the independent appraiser. The appraisal shall be completed within 30 days of the Effective Date. Each Party may reject the appraisal and terminate the escrow within the Feasibility Period.
- 3.3 Payment of Purchase Price. Buyer shall deposit with Escrow Holder in cash, or by a Promissory Note approved by the City, at least one business day before the Closing Date, the Purchase Price, less the amount of the Deposit and any reimbursement pursuant to Section 3.3. Such Promissory Note will have a maturity date of 36 months from Close of Escrow with an interest rate of 4% per annum.

#### **Section 4 Escrow**

- 4.1 Opening of Escrow. For purposes of this Agreement, the escrow shall be deemed opened on the date Escrow Holder receives the Deposit from Buyer and an executed counterpart of this Agreement from both Buyer and the City. Escrow Holder shall notify Buyer and City, in writing, of the date escrow is opened. Buyer and City agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.
- 4.2 Close of Escrow. Close of escrow occurs when the Grant Deed conveying the Property to Buyer, is recorded in the Official Records of the Recorder of San Diego County, California. Close of escrow shall occur on Closing Date. Buyer and Seller may agree to change the Closing Date by joint written notice to Escrow Holder. If Escrow Holder cannot close escrow on or before the Closing Date, it will nevertheless close this escrow when all conditions have been satisfied or waived unless, after the Closing Date and prior to the Close of Escrow, Escrow Holder receives a written notice to terminate this escrow from a Party who, at the time the notice is delivered, is not in default under this Agreement.
- 4.3 Extension of Escrow. Buyer shall have two options to extend the Close of Escrow for an additional ninety (90) days. Each option shall require a \$20,000 non-



refundable extension deposit that will not be applied to the purchase price. The City Manager may extend escrow up to an additional fourteen (14) days in the City's sole discretion.

## **Section 5 Title**

5.1 Policy. As a condition to the Close of Escrow, title shall be evidenced by the willingness of the Title Company to issue its ALTA Owner's Policy of Title Insurance with extended coverage, inclusive of any endorsements requested or required by Buyer or its lender, in the amount of the Purchase Price showing title to the Property vested in Buyer upon conveyance of the Grant Deed subject to the Approved Conditions of Title and such other exceptions to title as may be set forth in the Report and not objected to by Buyer.

5.2 Condition of Title. At the Close of Escrow, title to the Property shall be conveyed to Buyer by the City subject only to the following Approved Conditions of Title:

- A. a lien to secure payment of real estate taxes and assessments, not delinquent;
- B. the lien of supplemental taxes;
- C. matters affecting title to the Property created by or with the written consent of Buyer or which are waived or deemed approved by Buyer;
- D. all matters which would be disclosed by an inspection or survey of the Property as approved by Buyer; and
- E. all exceptions which are disclosed by the Report, and which are approved by Buyer in accordance with this Agreement.

5.3 Title Exceptions. It is acknowledged and agreed by the City and Buyer that the listing of the Approved Conditions of Title shall be subject to Buyer's approval during the Feasibility Period. If Buyer (A) does not terminate the Agreement at or prior to the end of the Feasibility Period or (b) otherwise object thereto as set forth in any Buyer's notice pursuant to Section 7.3 given by Buyer to City, then Buyer's approval shall be deemed given to the City.

## **Section 6 Conditions to Close Escrow**

6.1 Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit or Buyer's waiver thereof, on or prior to the dates designated below for the satisfaction of such conditions:

- A. City's Obligations. As of the Close of Escrow, City shall have timely performed all of the obligations required to be performed by City under

this Agreement.

- 6.2 Conditions to City's Obligations. For the benefit of the City, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or City's waiver thereof, it being agreed that City may waive any or all of such conditions, in its sole and absolute discretion):
- A. Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer including, without limitation, the timely deposit of all monies required to be deposited by Buyer under this Agreement.

## **Section 7 Buyer's Obligations**

- 7.1 Application for Entitlements. Buyer shall submit an application for Entitlements as provided in Section 12.
- 7.2 Entitlement Approval. The Buyer shall secure approval of the Entitlements.
- 7.3 Public Parking. Buyer agrees to provide a minimum of 76 parking spaces on the Property for public use as approved and determined by the City, with an allowance for overnight parking for residents at the Property. The City shall have the right to any future revenue from the public parking area. Maintenance of the public parking area will be the responsibility of Buyer and regulation of the public parking shall be the responsibility of the City. These obligations shall be recorded on the Property as deed restrictions in favor of the City.
- 7.4 Review of the physical condition and records.
- A. Buyer shall have the Feasibility Period, to satisfy itself in its sole and absolute discretion, with all physical, legal and investment aspects of the Property and its condition and suitability for Buyer (including, without limitation, zoning; the environmental and physical condition of the Property and any other portion of the Property).
- B. If, prior to the expiration of the Feasibility Period, Buyer notifies City and Escrow Holder in writing of Buyer's disapproval of the Property, such disapproval shall act to terminate this Agreement and the Escrow created pursuant hereto, in which event Buyer and City hereby direct Escrow Holder to pay the First Deposit to Buyer. If, prior to the expiration of the Feasibility Period, Buyer notifies City in writing of Buyer's approval of the Property, or if Buyer fails to notify City and Escrow Holder of Buyer's approval of the Property on or before the end of the Feasibility Period, such approval shall satisfy this condition. Upon satisfaction of this condition, Escrow Holder shall release Buyer's First Deposit to the City.

- C. Buyer agrees not to disclose any confidential or proprietary information contained in any such document or material reviewed by or provided to Buyer except to the extent that such disclosure is required by any judicial proceeding (including a court order), federal, state or local law or is to Buyer's officers, attorneys, prospective lenders, agents or employees (provided that Buyer shall require each of the same to hold such information as confidential). Buyer's obligation under the immediately preceding sentence shall survive any termination of this Agreement. Buyer shall have until the end of the Feasibility Period to satisfy itself as to the review and approval of such documents and materials and the condition and suitability of the Property.
- D. Buyer hereby agrees to indemnify, defend, protect and hold the City, its agents, officers, and legislators, and the Property harmless from and against any and all claims, liabilities, obligations, costs, losses, damages and/or expenses, of any kind or nature (including, without limitation, reasonable attorneys' fees and costs), arising out of or resulting from any submittal(s) affecting the Property by or for Buyer and/or any such entry and/or activities upon the Property by Buyer, its employees, agents, contractors and/or subcontractors and Buyer agrees, at its sole cost and expense, to restore the Property to its condition existing prior to the conduct of any such activities upon the Property by Buyer, its employees, agents, contractors and/or subcontractors. The provisions of this section shall survive the termination of this Agreement and the Close of Escrow and delivery of the Grant Deed.

7.5 Buyer's Review of Title.

- A. Buyer shall have until the Feasibility Period to give City and Escrow Holder written notice of Buyer's disapproval or conditional approval of any matters shown in the Report. The failure of Buyer to give notice on or before the Feasibility Period shall be deemed to constitute Buyer's approval of the condition of title to the Property unless Buyer shall have terminated this Agreement.
- B. If Buyer disapproves or conditionally approves any matter of title shown in the Report, then on or before the expiration of thirty (30) days from the date of City's receipt of Buyer's notice, the City may elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. City shall give Buyer written notice not later than thirty (30) days after City's receipt of Buyer's notice of those disapproved or conditionally approved title matters, if any, which City agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Closing Date. If the City does not

elect to eliminate or ameliorate to Buyer's satisfaction any disapproved or conditionally approved title matters, or if City is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall elect by written notice to City and Escrow Holder on or before the Feasibility Period, to: (1) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (2) terminate this Agreement and the Escrow created pursuant hereto, in which event, Escrow Holder shall disburse the then amount of the First Deposit together with any interest accrued thereon to Buyer.

- 7.6 Deposit. Buyer shall deposit or cause to be deposited with Escrow Holder, the Deposit, as provided in Section 3.1.
- 7.7 Closing Statement. Buyer shall deposit or cause to be deposited with Escrow Holder, the Closing Statement, signed by Buyer.
- 7.8 Forms. Buyer shall deposit or cause to be deposited with Escrow Holder, any transfer tax form, affidavit or declaration required by any laws with respect to the transfer of title to the Property, signed by Buyer in form for filing with the applicable governmental authority.
- 7.9 Other Items. Buyer shall deposit or cause to be deposited with Escrow Holder, such other sums required hereunder or reasonably required by the Title Company for the Close of Escrow and such other documentation and/or instruments required hereunder or reasonably required by City or the Title Company for the Close of Escrow.

## **Section 8 City's Obligations**

- 8.1 Due Diligence Materials. Within five (5) business days of the Opening of Escrow, City shall deliver to Buyer those certain documents and materials, if any, shown on **Exhibit A** attached hereto. Buyer acknowledges and agrees that such Due Diligence Materials have been prepared by third parties or are based on information provided by third parties, and City does not warrant the accuracy or completeness of such information contained therein. If this Agreement is terminated for any reason, Buyer shall return all Due Diligence Materials, and any copies thereof, to City.
- 8.2 Processing of Entitlements. City shall process Buyer's application for Entitlements as provided in Section 12.
- 8.3 Deposits by City. At least one (1) business day prior to the Close of Escrow, City shall deposit or cause to be deposited with Escrow Holder the following documents and instruments: Grant Deed, duly executed by City and acknowledged, in the form attached hereto as **Exhibit C**.

- 8.4 Settlement Statement. City shall deposit or cause to be deposited with Escrow Holder, a closing statement prepared (or approved) by the Title Company and approved by City and Buyer, signed by City.
- 8.5 Transfer Tax Documentation. City shall deposit or cause to be deposited with Escrow Holder, any transfer tax form, affidavit or declaration required by any laws with respect to the transfer of title to the Property, signed by City in form for filing with the applicable governmental authority.
- 8.6 Other Documentation. City shall deposit or cause to be deposited with Escrow Holder, such other documentation and/or instruments required hereunder or reasonably required by Buyer or the Title Company for the Close of Escrow (it being understood that City and Buyer shall not be required to execute or deliver any document or instrument that materially increases any of either party's obligations or materially decreases either party's rights under the terms and provisions of this Agreement).

## **Section 9 Right to Enter onto the Property**

- 9.1 Right to Enter the Property. Buyer and its employees, agents and independent contractors may, prior to the Close of Escrow, reasonably go upon the Property to, at Buyer's sole cost, inspect, survey and test the Property and other similarly related activities after receiving written approval from the City. Should Buyer's right to purchase the Property terminate, Buyer will, immediately after such termination, at Buyer's sole cost, return the Property to its physical condition immediately before such damage or as close thereto as reasonably possible. Buyer shall not conduct any borings or other invasive testing on or about the Property without first obtaining the prior written consent of City, which consent shall not be unreasonably withheld; provided, however, that Buyer shall provide City with copies of all tests and reports received by Buyer in connection therewith and Buyer shall return the Property to its former condition at the conclusion of such tests and borings.

## **Section 10 Indemnification and Insurance**

- 10.1 Indemnification. Buyer will indemnify, defend and hold City and the Property harmless from any claim, loss, cost, damage, liability, lien, action or judgment (including, without limitation, City's reasonable attorneys' fees and court costs) arising in connection with the acts or omissions of Buyer or any its employees, agents or independent contractors. Termination of this Agreement will not terminate Buyer's obligations hereunder.
- 10.2 Prevailing Wages. The City shall have no liability to the Buyer or any other person for, and Buyer shall indemnify, defend, protect and hold harmless the City from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature,

including reasonable attorneys' fees and disbursements, which the City may suffer or incur or to which the City may become subject as a result of or allegedly caused by the payment or lack of payment of prevailing wages for any construction related to the Property. Termination of this Agreement will not terminate Buyer's obligations hereunder.

10.3 Insurance. Buyer must have insurance in the following amounts prior to entry on the Property and at all times until Close of Escrow:

- A. General liability insurance with at least \$1 Million combined single-limit coverage per occurrence for bodily injury and property damage; and
- B. Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage; and
- C. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.
- D. Each policy must name the City specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.
- E. Buyer agrees to deposit with City, prior to entry to the Property, one Certificate of Insurance for each of the policy or policies necessary to satisfy the insurance provisions of the Feasibility Period and to keep such insurance in effect during the entire Feasibility Period. Said Certificate of Insurance shall be reviewed by, and acceptable to, the City Attorney, prior to entry. Buyer will also deposit with the City prior to entry, an Additional Insured Endorsement naming City specifically and separately as a "additional insured," with the exception of the worker's compensation policy.

## **Section 11 Costs**

11.1 City's Charges. City shall pay (i) any documentary transfer tax imposed by the County, (ii) the CLTA Standard owner's title policy premium or its equivalent (but not the added premium for an extended coverage ALTA policy), (iii) one-half (1/2) of Escrow Holder's fee, and (iv) usual City's document-drafting and recording charges.

11.2 Buyer's Charges. Buyer will pay (i) one-half (2) of Escrow Holder's fee, (ii) the extra premium for any ALTA title policy or any added endorsements (ordered by Buyer in the manner permitted by the terms of this Agreement) over and above that of the premium of the CLTA Standard owner's title policy or its equivalent, (iii) the premium for City's Title Policy insuring the validity and priority of the lien of the Deed of Trust, and (iv) usual Buyer's document-drafting and recording charges.

- 11.3 Broker. Each party represents that no person, corporation, or partnership acting as a real estate broker, finder or real estate agent has brought about this Agreement.

## **Section 12 Entitlements**

- 12.1 Application. Buyer shall submit to the City a complete application (Master and Precise Development Plan, Tentative Subdivision Map if processing a condo map) for the Property to permit the construction and operation of the Project within ninety (90) days from the execution of this Agreement. For purposes of this section, a “complete application” does not include any deficiency due to a proposed density transfer program or ordinance. Buyer agrees to use its best efforts to process and obtain the City’s approval of the Entitlements as soon as possible. Nothing in this Agreement shall be construed to require the City to approve such Entitlements. If, despite Buyer’s best efforts, the Entitlements are not approved by the City within eighteen (18) months following the submission of a complete application, then Buyer shall have the right, at its option, to terminate this Agreement by delivery of written notice thereof to City. Should this Agreement be terminated as a result of Buyer’s failure to obtain approval of the Entitlements, then Buyer and City shall each execute escrow cancellation instructions whereby Buyer and City terminate this Agreement and release one another, the Property and Escrow Holder from any obligations under this Agreement with respect to the Property, except those indemnity and corrective obligations of Buyer relating to Buyer’s inspection of the Property and any other agreements expressly intended to survive such termination. If Buyer terminates this Agreement as provided herein, Buyer’s First and Second Deposit will remain with the City, or distributed to the City if not already distributed, unless such failure to approve the Entitlements is due to the City’s failure to process the application in accordance with standard City procedures regarding the time of processing, in which case all deposits shall be returned to Buyer.
- 12.2 No Effect on Police Powers. Buyer acknowledges that the Entitlements involve the need for staff and the City Council to act in the public interest and according to applicable legal requirements without regard for this Agreement. Nothing in this Agreement shall in any manner affect the City Council or Planning Commission’s sole and absolute discretion to disapprove, modify, or otherwise take any action regarding an application or request for any of the Entitlements to the extent such Entitlement is considered by either the City Council or the Planning Commission.
- 12.3 Submittals. Buyer shall bear all costs, fees, charges and expenses attributable to, or incurred or otherwise payable in connection with, any such submittal(s) for Entitlements. Buyer hereby agrees, that upon any termination of this Agreement in accordance with the provisions hereof all reports, plans, drawings, studies and other documents associated with the submittal(s) which Buyer prepares or causes to be

prepared with respect to the Property shall be delivered to, and become the property of, the City.

### **Section 13 Termination**

- 13.1 Breach. Time is expressly stated to be of the essence of each and every provision of this Agreement wherein time for performance is set forth. In all other respects, the parties hereto covenant to perform their obligations in an expeditious manner. Failure to comply with this provision shall be a material breach of this Agreement.
- 13.2 Termination. This Agreement must be executed by Buyer within 30 days of the approval of this Agreement by the City Council.
- 13.3 Liquidated Damages. BUYER AND CITY AGREE THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF CITY'S DAMAGES IF ESCROW FAILS TO CLOSE DUE TO THE DEFAULT OF BUYER. IN THE EVENT THE CLOSE OF ESCROW DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF ANY DEFAULT BY BUYER, BUYER AND CITY AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH CITY MAY SUFFER. THEREFORE, BUYER AND CITY HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT CITY WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE AN AMOUNT EQUAL TO THE LIQUIDATED DAMAGES AMOUNT. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS SECTION, SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER OF ITS OBLIGATION TO PURCHASE THE PROPERTY. UPON SUCH DEFAULT BY BUYER, CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE TERMINATED AND CITY SHALL HAVE THE RIGHT TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND/OR ESCROW HOLDER. IN ADDITION TO SUCH LIQUIDATED DAMAGES, CITY SHALL BE ENTITLED TO (I) ENFORCE ITS REMEDIES UNDER ANY INDEMNIFICATION CONTAINED IN THIS AGREEMENT, AND (II) COLLECT ANY ATTORNEYS' FEES OR OTHER COSTS INCURRED IN ENFORCING THE PROVISIONS OF THIS PARAGRAPH.

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Buyer's Initials

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City's Initials



#### **Section 14 Sole Reliance.**

Except as expressly set forth herein, Buyer represents and warrants that it is relying solely upon its own inspection, investigation and analyses of the Property in purchasing the Property and is not relying in any way upon any representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information, documentation or material furnished by City or its representatives, whether oral or written, express or implied, or arising by operation of law, of any nature whatsoever regarding any of the foregoing matters.

#### **Section 15 As is, Where is.**

Except as expressly set forth herein, Buyer represents and warrants that it is acquiring the Property on an “as is,” “where is,” and “with all faults” basis without representation or warranty by City whatsoever including, without limitation, in connection with hazardous materials, substances or conditions; the water, soil, and geology, and the suitability thereof and of the Property for any and all activities and uses which Buyer may elect to conduct thereon; habitability, merchantability, or fitness for a particular purpose of the Property; the manner, construction, condition, and state of repair or lack of repair of the improvements or any other portion of the Property; compliance with laws, statutes, codes, ordinances, orders, decisions, rules and/or regulations; the leases and superior instruments and/or other restrictions, obligations, rights of way or conditions affecting the ownership, use, operation, development or operation of the Property. Further, and without limiting any of the foregoing, Buyer represents and warrants that no patent or latent condition affecting the Property in any way, discoverable or hereafter discovered, shall affect Buyer’s obligation to purchase the Property or any of Buyer’s other obligations contained in this Agreement, nor shall any such condition give rise to any right of damages, rescission or otherwise against City. Further, and without limiting any of the foregoing, Buyer acknowledges that City has not warranted and does not hereby warrant that any improvements will meet or comply with the requirements of any health, fire, building, zoning, or safety code, ordinance or regulation of the state of California, or any other authority or jurisdiction and that City has not warranted and does not hereby warrant that the Property will meet or satisfy any particular use, purpose, development or operation, and that City has not made any warranty and does not hereby make any warranty regarding solid waste as defined in the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Pt. 261, or the disposal or existence in, on or emanating from the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated there under. Further, and without limiting any of the foregoing, Buyer hereby releases City from all risks and liability (and agrees that City shall not be liable for any special, direct, indirect, consequential, or other damages) resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair or operation of the Property and City shall under no circumstances be liable for any special, indirect or consequential damages in the event of any breach by City. The provisions of this section shall survive closing hereunder. Nothing in this section shall in any manner be construed as any representation, assurance or warranty of any kind by City.

## **Section 16 Attorney's Fees, Costs and Expenses**

In the event legal action is brought to enforce the terms of or to declare a termination of this Purchase and sale Agreement for reason of breach thereof, the unsuccessful Party shall pay all of the successful Party's costs of such action, together with reasonable attorney's fees, in an amount to be fixed by the court.

## **Section 17 Assignment**

Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned, or delayed. It shall be unreasonable for Seller to deny consent to such assignment if the proposed assignee of Buyer has the same or better financial strength and real estate development experience as Buyer. Seller shall respond in writing to Buyer's request for consent within thirty (30) days of the request or, if the City requests additional information, 30 days from the date that the additional information is provided to the City.. Seller's failure to timely respond shall be deemed an approval of such assignment..

## **Section 18 Notice**

All notices between the City and Buyer pursuant to the Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, certified or registered mail, facsimile or telecopy to the addresses set forth below. The addresses may be changed by giving (ten) 10 days written notice.

City  
City of Escondido  
Attention: City Manager  
201 N. Broadway  
Escondido, CA 92025

with a copy to:

Michael McGuinness, Esq.  
City Hall, Second Floor  
201 N. Broadway  
Escondido CA 92025  
Fax: (760) 741-7541

Buyer  
Touchstone MF Fund I, LLC  
C/O Touchstone Communities, LLC  
Attention: Kerry Garza and Addison Garza  
9909 Mira Mesa Blvd., Suite 150

San Diego, CA 92131  
Phone: (858) 248-4951

with a copy to:

David W. Ferguson, Esq.  
Lounsbury Ferguson Altona & Peak, LLP  
960 Canterbury Place, Suite 300  
Escondido, CA 92025-3836  
Phone: (760) 743-1201

## **Section 19 Miscellaneous**

- 19.1 Applicable 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 North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.
- 19.2 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.
- 19.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- 19.4 Captions. Any captions to, or headings of, the sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- 19.5 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.
- 19.6 Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.
- 19.7 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- 19.8 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- 19.9 Fees and Other Expenses. Except as otherwise provided herein, each of the parties

shall pay its own fees and expenses in connection with this Agreement.

- 19.10 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and City as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- 19.11 Partial Invalidity. If any portion of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way effect the validity or enforceability of the remaining portions of this Agreement.
- 19.12 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- 19.13 Preparation of Agreement. Buyer and City acknowledge that the provisions and language of this Agreement have been negotiated, and agree that no provision of this Agreement shall be construed against either party by reason of such party having drafted such provision or this Agreement.
- 19.14 Execution of Agreement. This Agreement is transmitted for examination only and does not constitute an offer, and the Agreement shall not become effective until a fully executed original hereof shall be delivered to Buyer and City.
- 19.15 No Equitable Ownership. Prior to the conveyance of title to the Property to Buyer, Buyer shall not acquire, assume or otherwise obtain any equitable ownership claim or interest in the Property in any manner whatsoever.
- 19.16 Administrative Decisions. Where this Agreement may require approvals, interpretations, or other decisions, the City Manager or designee may make said decisions in accordance with the terms and conditions of this Agreement and City policies and procedures.

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.

**TOUCHSTONE MF FUND I, LLC**

**BY: TOUCHSTONE COMMUNITIES, LLC**

**ITS: MANAGER**

**By:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title

**CITY OF ESCONDIDO**

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

\_\_\_\_\_  
Vince McCaw, Real Property Manager

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

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

APPROVED AS TO FORM:

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

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

## EXHIBIT A

Within five business days of the Opening of Escrow, Seller will, to the extent the same are within Seller's possession or control, deliver to Buyer copies of the following:

- Phase I report
- Phase II report
- Engineering Studies
- Improvement Plans
- Consultant Reports
- ALTA Surveys
- Appraisals
- Market Research
- Financial Projections
- Site & Landscape Plans

EXHIBIT B

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 21 THROUGH 24 INCLUSIVE IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 2:

LOTS 25 AND 26 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO, JULY 10, 1886.

PARCEL 3:

LOTS 27 AND 28 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 4:

LOTS 29 THROUGH 33, INCLUSIVE, BLOCK 68 OF ESCONDIDO IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

**APN 229-421-26**

EXHIBIT C

RECORDING REQUESTED BY

And When Recorded Mail To:  
City Clerk  
City of Escondido  
201 North Broadway  
Escondido, CA 92025

APN: 229-421-26

No recording fee required; this document  
exempt from fee pursuant to Section 27383  
of the California Government Code.

**CITY OF ESCONDIDO  
GRANT DEED**

**ESC. DOCUMENT NO. M-\_\_\_\_\_**

This deed exempt from tax - Section 11922 of the California Revenue and Taxation Code

THE CITY OF ESCONDIDO, a municipal corporation, for a valuable consideration, DOES HEREBY GRANT to

Touchstone MF Fund I, LLC, a Delaware Limited Liability Company

all that real property described as follows:

LEGAL DESCRIPTION ATTACHED

IN WITNESS WHEREOF, the City of Escondido has caused this deed to be executed by its Real Property Manager, pursuant to City Council Resolution No. 2018-98, adopted September 19, 2018, authorizing such execution, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THE CITY OF ESCONDIDO

By: \_\_\_\_\_  
Vince McCaw  
Real Property Manager



## CITY COUNCIL STAFF REPORT

**Consent Item No. 9**

**September 19, 2018**

**File No. 1050-50**

SUBJECT: Amend Engineering and Traffic Survey (Speed Zone) on Broadway

DEPARTMENT: Engineering Services Department, Traffic

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-144, to amend an Engineering and Traffic Survey (Speed Zone) on Broadway between El Norte Parkway and Leslie Lane to be consistent with the existing speed limit on Broadway north of Leslie Lane.

FISCAL ANALYSIS:

Funds are available in the Traffic Infrastructure budget for signage fabrication and installation costs.

PREVIOUS ACTION:

The Transportation and Community Safety Commission voted to recommend approval of this speed limit at their meeting on July 12, 2018.

BACKGROUND:

To satisfy the requirements of Section 40802(b) of the California Vehicle Code, Engineering and Traffic Surveys are required by the State of California to establish speed limits and to enforce those limits using radar or other speed measuring devices. These surveys must be updated periodically (every five, seven, or ten years, depending upon specific criteria), to ensure the speed limits reflect current conditions as dictated by the 2018 California Vehicle Code. The surveys must be conducted following the procedures outlined in the California Manual on Uniform Traffic Control Devices (CA-MUTCD) dated November 7, 2014, and in accordance with applicable provisions of the California Vehicle Code Section 627, titled "Engineering and Traffic Survey."

The CA-MUTCD guidelines state that 85 percent of drivers are traveling at a safe and reasonable speed, and that this 85th percentile speed is the parameter of a speed survey that should be used to determine a legally enforceable posted speed limit. Based on this principle, and other speed survey standards, staff is recommending the amendment of one speed survey that is an update of the current posted speed limits.

The results of the speed survey and recommended speed limits are listed in Table 1. The last column shows the recommended speed limit, per the Traffic Engineer’s judgment in matching existing conditions with the traffic safety needs of the community.

**Table 1: Speed Surveys and Recommended Speed Limits recommended on July 12, 2018.**

Street Name	Segment		Existing Posted Limit (MPH)	85th Percentile Speed (MPH)	Recommended Speed Limit (MPH)*
	From	To			
Broadway	El Norte Pkwy	Leslie Lane	35 (25 WCAP)	42	40 (25 WCAP)

*\*To be posted per Traffic Engineer*

Staff recommends approval of one speed survey to post a speed limit of 40 mph (25 WCAP) (When Children Are Present) on Broadway between El Norte Parkway and Leslie Lane. This speed limit is based on an 85th percentile speed of 42 mph and is consistent with the existing speed limit north of Leslie Lane that has similar roadway width and new striping. The 85th percentile speed indicates that 40mph is the safe and appropriate speed for this roadway.

Staff recommendations for the segment are consistent with the results of the current speed surveys and in compliance with requirements of the California Vehicle Code and the Caltrans - California Manual on Uniform Traffic Control Devices

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Julie Procopio*, Director of Engineering Services  
 9/12/2018 5:40 p.m.

ATTACHMENTS:

1. Resolution No. 2018-144

RESOLUTION NO. 2018-144

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
TO AMEND THE TRAFFIC SCHEDULE FOR  
SPEED ZONES AT ONE LOCATION

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

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

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

1. That the above recitations are true.
2. That the City Council approves Resolution No. 2018-144 amending the

Traffic Schedule for Speed Zones to reflect an increased speed limit as follows:

Street Name	Segment		Existing Posted Limit (MPH)	85th Percentile Speed (MPH)	Recommended Speed Limit (MPH)*
	From	To			
Broadway	El Norte Pkwy	Leslie Lane	35 (25WCAP)	42	40 (25WCAP)

*\*To be posted per Traffic Engineer*



## CITY COUNCIL STAFF REPORT

**Consent Item No. 10**

**September 19, 2018**

**File No. 1050-50**

**SUBJECT:** Amend the City of Escondido's Schedule of Stop Signs at Various Locations Citywide

**DEPARTMENT:** Engineering Services Department, Traffic

**RECOMMENDATION:**

It is recommended that the City Council approve Resolution No. 2018-145, amending the City's schedule of stop signs adding to the official inventory 30 stop signs that were previously approved and installed as a part of five development projects and removing eight stop-signs replaced by traffic signals.

**PREVIOUS ACTION:**

The City Council adopted an inventory of stop signs on May 22, 2013, as Resolution No. 2013-61.

**BACKGROUND:**

Section 28.5(a) of the City of Escondido's Municipal Code provides that, "the Council shall establish and may amend by Ordinance or Resolution traffic schedules: for Stop intersections." The schedule has a record for every stop sign currently installed within the City and includes the resolution number and date that initially authorized installation. A copy of the Schedule of Stop Signs is available for review in the City Council Reading File.

Staff recently conducted an audit of stop signs Citywide and determined that thirty existing stop signs should be added to the official inventory of stop signs. These signs were approved and installed as a part of five development projects before the Electronic Schedule of Stop Signs was adopted in 2013 by Resolution No. 2013-61. These include seven (7) intersections at Tract 845 Barratt American; eight (8) intersections at Tract 795 Hidden Trails; three (3) intersections at Tract 839 Eureka Springs; six (6) intersections at Tract 829 The Steppes at Eureka Springs; and four (4) intersections at Tract 787 East Washington.

In addition, four (4) stop signs at the intersection of Escondido Boulevard and Lincoln Avenue, and four (4) stop signs at the intersection of Ash Street and Sheridan Avenue, should be removed from the official inventory as they were replaced by traffic signals.

**APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:**

*Julie Procopio*, Director of Engineering Services  
9/12/2018 5:40 p.m.

**ATTACHMENTS:**

1. Resolution No. 2018-145
2. Resolution No. 2018-145 - Exhibit "A"

RESOLUTION NO. 2018-145

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

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

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

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

1. That the above recitations are true.
2. That the Traffic Schedule for Stop Signs be amended to reflect the addition of a total of thirty stop signs at Tract 845 Barratt American, Tract 795 Hidden Trails, Tract 839 Eureka Springs, Tract 829 The Steppes at Eureka Springs, and Tract 787 East Washington. In addition, that the Traffic Schedule for Stop Signs be amended to reflect the removal of eight stop signs at Escondido Boulevard/Lincoln Avenue, and Ash Street/Sheridan Avenue. A copy of the amended (Table 1) Traffic Stop Sign Schedule is attached to this Resolution as Exhibit "A," and is incorporated by this reference.

**Table 1:  
 Stop-signs to be added to the Schedule of Stop Signs**

North-South Street	East-West Street	Stop Control			
		NB	SB	EB	WB
Juniper St	Amparo Dr				X
Amparo Ct	Amparo Dr		X		
Pamplona Ct	Amparo Dr		X		
Encino Drive	Amparo Drive			X	
Encino Drive	Bear Valley Parkway		X		
Rancho Verde Dr	Encino Dr			X	X
Encino Drive	17th Ave	X	X		
Hidden Trails Rd	Meadow Creek Ln				X
Hidden Trails Rd	Willow Tree Ln			X	
Hidden Trails Rd	Oakwood Ln				X
Hidden Trails Rd	Ridgeline Pl			X	
Hidden Trails Rd	Ridgemont Circle North			X	
Hidden Trails Rd	Sycamore Heights Pl			X	
Hidden Trails Rd	Sycamore Crest Pl			X	
Hidden Trails Rd	Ridgemont Circle South			X	
Key Lime Way	Rose Glen Ct			X	
Key Lime Way	Oro Blanco Cir	X			
Key Lime Way	Morning Walk Ct			X	
Burnet Dr	Beven Dr	X			
Burnet Dr	Murcott Way			X	
Burnet Dr	Jacks Creek Rd	X			
Bijou Lime Ln	Burnet Dr		X		
Bijou Lime Ln	Rangpur Ct				X
Bijou Lime Ln	Murcott Way				X
Dimaio Way	El Norte Pkwy		X		
Stoneybrae Pl	El Norte Pkwy		X		
El Norte Hills Pl	El Norte Pkwy		X		
Valley Parkway	Las Brisas Dr			X	

## CITY COUNCIL STAFF REPORT

**Consent Calendar Item No. 11**

**September 19, 2018**

**File No. 0720-40**

**SUBJECT:** Adoption of a Resolution Delegating Fiduciary Duties Related to the Plan Management of the City of Escondido Employees' 401(k), 457(b), and Retirement Health Savings Plans

**DEPARTMENT:** Human Resources Department, Benefits

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2018-147, delegating fiduciary responsibility for plan management associated with the operation and maintenance of the City's deferred compensations plans to the Deputy City Manager/Administrative Services.

**FISCAL ANALYSIS:**

There is no fiscal impact.

**BACKGROUND:**

The City of Escondido currently provides 401(k) and 457(b) plans as a benefit to City employees. In addition to these plans, the City previously provided Retirement Health Savings Accounts to employees who have since retired and still maintain a fund balance.

The City of Escondido currently contracts with ICMA-RC to administer the City's 401(k), 457(b) and Retirement Health Savings accounts. ICMA-RC has provided this service for the City since 1986.

A comprehensive analysis was recently performed on the City's Deferred Compensation plans. As a result of the analysis, staff was made aware that a fiduciary is not identified for the plans. The responsibility of the City's fiduciary is to oversee the governance of the plans and analyze the plans investment menus and fee structures. In order to effectively satisfy the City's fiduciary responsibility, (and effectively manage and ensure optimal performance) it is recommended City Council delegate duties related to the City's 401(k), 457(b) and Retirement Health Savings Plans to the Deputy City Manager/Administrative Services.

Upon approval of Resolution No. 2018-147, the Deputy City Manager/Administrative Services will form an Investment Advisory Committee (Committee) to better serve the plans' participants. The Committee will be structured similar to the City's Health Insurance Committee (HIC). A representative from each respective employee group would serve as a member of the Committee. The Committee would be responsible for periodically evaluating the plans' investments as well as providing sufficient asset classes with different and distinct risk and return profiles, so each participant may prudently diversify his/her account.

Adoption of a Resolution Delegating Responsibility of Duties of the City's Deferred Compensation Plans to the Deputy City Manager/Administrative Services  
September 19, 2018  
Page 2

To assist the Committee, an independent advisor will assist in developing an Investment Policy Statement (IPS) and all aspects of governance. The IPS will serve as the basis for the evaluation, selection, and de-selection of investment options offered to participants.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Sheryl Bennett*, Deputy City Manager/Administrative Services  
9/13/2018 8:03 a.m.

ATTACHMENTS:

1. Resolution No. 2018-147



RESOLUTION NO. 2018-147

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
DELEGATING DUTIES RELATED TO THE  
CITY'S 401(k), 457(b) AND RETIREMENT  
HEALTH SAVINGS PLAN

WHEREAS, the City of Escondido ("City") maintains a 401(k), 457(b) and Retirement Health Savings Plan ("Plans") for the benefit of its eligible employees; and

WHEREAS, the City wishes to formally delegate all plan management responsibility for the Plans to a City Official who will form and chair an Investment Advisory Committee ("Committee") comprised of representatives from various employee groups and others as appropriate; and

WHEREAS, the City Council of the City of Escondido deems it to be in the best interests of the City and City employees to delegate responsibility for all plan management, both settlor and fiduciary in nature, associated with the operation and maintenance of the Plans to the Deputy City Manager/Administrative Services. These duties shall include selection and deselection of various service providers associated with the Plans. Any actions that would materially impact the City's fiscal budget shall require City Council Approval; and

WHEREAS, because the delegee of these fiduciary responsibilities will be making decisions on behalf of numerous employees on matters involving assessment of risks associated with large sums of investment funds, such delegee should be provided the protections of defense and indemnification by the City against claims of

negligence associated with those decisions, except in cases of fraud or intentional misconduct.

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

1. That the above recitations are true.
2. That the City Council of the City of Escondido delegates responsibility for all plan management, both settlor and fiduciary in nature, associated with the operation and maintenance of the Plans to the Deputy City Manager/Administrative Services.
3. That the Deputy City Manager/Administrative Services may choose to delegate duties, both settlor and fiduciary in nature, to other City employees or groups of employees, including but not limited to the Committee, provided they are qualified and monitored by the Deputy City Manager/Administrative Services.
4. The City shall provide a defense and indemnification to the Deputy City Manager/Administrative Services, and any other employees delegated duties related to the operation and maintenance of the Plans, including the Committee, against attorneys' fees and any expenses reasonably incurred by reason of his or her conduct in the performance of his or her duties under the Plans, except in relation to matters as to which he or she acted fraudulently or with intentional misconduct in the performance of such duties. The preceding right of indemnification shall pass to the estate of such person.

## CITY COUNCIL STAFF REPORT

**Consent Item No. 12**

**September 19, 2018**

**File No. 0600-10, A-3242**

**SUBJECT:** Notice of Completion: Emergency Repair of Five Sections of Escondido Sewer Pipeline generally along Hale Avenue (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. 2018-148, authorizing the Director of Utilities to file a Notice of Completion for the Emergency Repair of the Five Sections of Escondido Sewer Pipeline generally along Hale Avenue.

**FISCAL ANALYSIS:**

The total cost of the emergency repair work on the five sections of sewer pipeline was \$4,184,580.

**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 along Hale Avenue is a 24 to 27-inch diameter reinforced concrete pipe, installed in 1959. The pipeline that includes 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 approximately 40 percent of Escondido's raw sewage to the HARRF.

On March 30, 2018, the City of Escondido ("City") completed an agreement in an amount not to exceed \$797,970 with Southland Paving, Inc. to perform the emergency repair of the sewer pipeline along Hale Avenue between Tulip and Simpson. On April 17, 2018, the City completed an agreement in an amount not to exceed \$2,500,000 with Orion Construction Company to perform the emergency repair of the sewer pipeline along Hale Avenue at the Kia Dealership Parking Lot, South Hale Avenue, Casa Grande Mobile Estates, and Green Tree Mobile Home Estates.

On April 18, 2018, the City Council adopted Resolution No. 2018-65, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue.

On May 2, 2018, the City Council adopted Resolution No. 2018-69, declaring that emergency repairs should continue on the damaged sewer main sections. The City Council also approved a budget adjustment in the amount of \$2,000,000 from the Wastewater Operating Fund to the Sewer Pipeline Replacement CIP (Capital Improvement Project).

Notice of Completion: Emergency Repair of Five Sections of the Sewer Pipeline generally along Hale Avenue

September 19, 2018

Page 2

On May 16, 2018, the City Council adopted Resolution No. 2018-70, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue.

On June 6, 2018, the City Council adopted Resolution No. 2018-71, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue; approving Change Order No. 1 to the Southland Paving agreement for an amount not to exceed \$386,610; and approving a budget adjustment of \$386,610 from the Wastewater Operating Fund Reserve to the Sewer Lines Capital Outlay to fund the emergency sewer main repairs.

On June 20, 2018, the City Council adopted Resolution No. 2018-102, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue; approving Change Order No. 1 to the Orion Construction Company agreement for an amount not to exceed \$500,000; and approving a budget adjustment transferring \$200,000 from Collection System Maintenance (CIP #800329) and \$300,000 from the Alley Rehabilitation Project (CIP #807705) into Sewer Pipeline Replacement (CIP #807704) to fund the emergency sewer main repairs.

As of June 28, 2018, Southland Paving, Inc. completed the first section of sewer pipeline to be repaired along Hale Avenue, under Interstate 15 between North Tulip Street and Simpson Way.

As of July 10, 2018, Orion Construction Company completed the next two sections of sewer pipeline to be repaired: South Hale Avenue from the Escondido Creek, through the Windsor Gardens Apartments, across 9th Avenue to the entrance of the Casa Grande Mobile Estates, and in the Kia dealership parking lot.

On July 11, 2018, the City Council adopted Resolution No. 2018-103, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue.

On August 8, 2018, the City Council adopted Resolution No. 2018-121, declaring that emergency repairs should continue on the damaged sewer main sections.

As of August 22, 2018, Orion Construction Company completed the emergency repair of the final sections of sewer pipeline in the Casa Grande Mobile Estates and Green Tree Mobile Home Estates. Restoration work, including street paving, landscaping, and site cleanup were also completed by this date.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Christopher W. McKinney*, Director of Utilities  
9/13/2018 9:20 a.m.

ATTACHMENT:

1. Resolution No. 2018-148

RESOLUTION NO. 2018-148

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE DIRECTOR OF UTILITIES  
TO FILE A NOTICE OF COMPLETION FOR  
THE EMERGENCY REPAIR OF FIVE  
SECTIONS OF ESCONDIDO SEWER  
PIPELINE ALONG HALE AVENUE

WHEREAS, five sections of the sewer pipeline generally along Hale Avenue were 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, staff subsequently entered into a Public Improvement Agreement (“Agreement”) with Southland Paving, Inc. in an amount not to exceed seven hundred ninety-seven thousand nine hundred seventy dollars (\$797,970), and an Agreement with Orion Construction Corp. in an amount not to exceed two million five hundred thousand dollars (\$2,500,000), to repair the five sections of sewer pipeline; and

WHEREAS, pursuant to Resolution No. 2018-65, the City Council found it to be in the best public interest to continue the emergency action; and

WHEREAS, pursuant to Resolution No. 2018-69, the City Council declared that emergency repairs should continue on the damaged sewer main sections; and

WHEREAS, pursuant to Resolution No. 2018-70, the City Council declared that emergency repairs should continue on the damaged sewer main sections; and

WHEREAS, pursuant to Resolution No. 2018-71, the City Council declared that emergency repairs should continue on the damaged sewer main sections, and approved Change Order No. 1 to the Agreement with Southland Paving, Inc. in an amount not to exceed \$386,610; and

WHEREAS, pursuant to Resolution No. 2018-102, the City Council declared that emergency repairs should continue on the damaged sewer main sections, and approved Change Order No. 1 to the Agreement with Orion Construction Corp. in an amount not to exceed \$500,000; and

WHEREAS, pursuant to Resolution No. 2018-103, the City Council declared that emergency repairs should continue on the damaged sewer main sections; and

WHEREAS, pursuant to Resolution No. 2018-121, the City Council declared that emergency repairs should continue on the damaged sewer main sections; and

WHEREAS, the repairs to the five sections of the sewer pipeline generally along Hale Avenue were completed by Southland Paving Inc. and Orion Construction Corp.; and

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

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

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

1. That the above recitations are true.

2. That the City Council accepts the recommendation of the Director of Utilities.

3. That the City Council hereby approves the request to file a Notice of Completion for the emergency repair of the five sewer pipeline sections generally along Hale Avenue.



## CITY COUNCIL STAFF REPORT

**Consent Item No. 13**

**September 19, 2018**

**File No. 0600-10, A-3263**

**SUBJECT:** Lease Agreement with Grupo Funerario Santana Corporation dba Funeraria La Paz at 240 South Broadway

**DEPARTMENT:** Engineering Services Department

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2018-149, authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with Grupo Funerario Santana Corporation dba Funeraria La Paz for property located at 240 South Broadway for funeral services.

**FISCAL ANALYSIS:**

Rental revenue in the amount of \$2,200 per month will be deposited into the General Reserve Fund.

**PREVIOUS ACTION:**

On March 23, 2016, the City Council adopted Resolution No. 2016-40 authorizing a lease with Care Center Cremation & Burial.

**BACKGROUND:**

The subject property was purchased for the City's Main Library Expansion Project and has been leased on an interim basis to generate revenue while possible relocation of the Library is being evaluated. The former tenant's (Care Center Cremation & Burial) lease expired on March 31, 2018.

The proposed Lease Agreement is a three-year term with two additional one-year options for renewal upon City approval. The proposed rent of \$2,200 per month reflects market rent for this type of property. The rent will be abated for the first two months to allow for completion of necessary tenant improvements by the Lessee. Any tenant improvements requested by the Lessee will be subject to advance approval by the City with specific attention to the requirements pertaining to historically significant buildings. Further, the City may terminate the lease early without cause, by providing Lessee with a notice at least ninety (90) days in advance, if the property should become necessary for redevelopment purposes.

**APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:**

*Julie Procopio*, Director of Engineering Services  
9/12/2018 5:40 p.m.

**ATTACHMENTS:**

1. Resolution No. 2018-149
2. Resolution No. 2018-149 – Exhibit A – Lease Agreement



RESOLUTION NO. 2018-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A LEASE AGREEMENT WITH GRUPO FUNERARIO SANTANA CORPORATION DBA FUNERARIA LA PAZ FOR REAL PROPERTY LOCATED AT 240 SOUTH BROADWAY

WHEREAS, certain real property located at 240 South Broadway, is owned by the City of Escondido (“City”); and

WHEREAS, the property was acquired for the Library Expansion and has been leased in the interim until such time as it is required by the City; and

WHEREAS, the previous lease expired on March 31, 2018; and

WHEREAS, the City and Grupo Funerario Santana Corporation dba Funeraria La Paz desire to enter into a Lease Agreement to allow Grupo Funerario Santanato Corporation dba Funeraria La Paz to operate chapel services; and

WHEREAS, it is in the City’s best interests to continue to lease the property until it may be needed for another purpose; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Lease Agreement (“Agreement”) with Grupo Funerario Santana Corporation dba Funeraria La Paz at 240 South Broadway.

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

1. That the above recitations are true.
  
2. The Real Property Manager and City Clerk are authorized to execute an Agreement, on behalf of the City, in substantially the form attached to this Resolution as Exhibit "A" and incorporated by this reference, and subject to final approval as to form by the City Attorney.



**Grupo Funerario Santana Corporation  
dba Funeraria La Paz  
240 S Broadway Escondido, CA 92025**

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**Lessee:** Grupo Funerario Santana Corporation dba Funeraria La Paz

**Term:** 3 Years

**Address:** 240 S Broadway, Escondido, CA 92025

**Date:** \_\_\_\_\_, 2018



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## CITY OF ESCONDIDO LEASE AGREEMENT

This Lease is made as of \_\_\_\_\_, 2018 between the **City** and **Grupo Funerario Santana Corporation dba Funeraria La Paz**,

### Section 1 Definition of Terms

The following words in this Lease shall have the significance attached to them in this Section unless otherwise apparent from their context.

- 1.1 **City.** The City means the City of Escondido, a California general law City.
- 1.2 **Lease.** Lease means this lease agreement.
- 1.3 **Lease Administrator.** The Lease Administrator means the City of Escondido Real Property Agent or, upon written notice to Lessee, such other person as shall be designated from time to time by City.
- 1.4 **Lessee.** Lessee means FUNERARIA LA PAZ, and does not include its heirs, assigns, or successors-in-interest.
- 1.5 **Party.** Lessee or City may be referred to individually as Party or collectively as Parties.
- 1.6 **Premises.** Premises means the real property located at 240 S. Broadway, Escondido, CA 92025, as depicted on **EXHIBIT A**.

### Section 2 Administration

This Lease will be administered on behalf of City by the Lease Administrator, whose address is:

City of Escondido  
Attn: Real Property Manager  
201 North Broadway  
Escondido, CA 92025

And on behalf of Lessee by Rodrigo Amador, whose address is:

Grupo Funerario Santana Corporation  
dba Funeraria La Paz  
240 S. Broadway  
Escondido, CA 92025

### **Section 3 Term**

- 3.1 The term of this Lease shall be three years, commencing on \_\_\_\_\_, 2018.
- 3.2 Hold Over. The occupancy of the Premises by Lessee, after the expiration of the Term shall be construed as a month to month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect, on a month to month basis. The City shall have the right to terminate the month to month tenancy without cause and for any reason by giving 30 days prior notice to Lessee.

### **Section 4 Termination of Lease**

- 4.1 City may terminate this Lease at any time, at its sole discretion, by providing the other Party with 90 days written notice.
- 4.2 Default. If the City discovers at any time that the Lessee has violated any provision of this Lease, City may notify Lessee of the violation and immediately terminate the Lease upon written notice.

### **Section 5 Options to Renew**

- 5.1 At the end of the Term, this Lease may be renewed for two additional annual periods, upon mutual written agreement by the City and Lessee.

### **Section 6 Vacation of Premises**

- 6.1 Upon termination of this Lease for any reason, Lessee shall peaceably vacate and deliver the Premises to City in the same condition as Lessee found them upon its acceptance of the Premises hereunder, excepting ordinary wear and tear and conditions caused by acts of God.
- 6.2 Upon such termination, Lessee shall immediately:
- A. Provide a written statement to the Lease Administrator of Lessee's new address for purpose of refunding monies, if any, due Lessee under this Lease; and
  - B. Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the City.

### **Section 7 Rent**

- 7.1 Rental Rate. In consideration of the possession and use of the Premises, Lessee shall deliver and pay rent to City **\$2,200** per month on or prior to the

first day of each month. Rent payments will commence on \_\_\_\_\_, 2018. Rent shall increase by 3% annually on each anniversary of the rent commencement date.

- 7.2 Rent Abatement. Tenant has identified tenant improvements that need to be completed. Rent shall be abated for the first two (2) months from the rent commencement date, to allow for completion of improvements, equaling a total rent credit of \$4,400. Tenant improvements shall include exterior and interior painting, repair flooring in restroom, clean carpets.
- 7.3 Hold Over Rental Rate. The rent payments for any hold over will be equal to the previous year's Rental Rate plus ten percent (10%).

## **Section 8 Security Deposit**

Lessee shall pay a security deposit in the amount of \$2,000 prior to execution of the Lease.

## **Section 9 Late Payment**

Rent payments received after the fifth day of any month will be charged an additional 20% late payment fee.

## **Section 10 Utilities Payments**

Lessee agrees to provide and pay for all utilities and services necessary for the occupancy and use of the Premises, including, but not limited to: gas, water, electricity, sewage charges or septic service, trash and any telecommunications services.

## **Section 11 Taxes, Assessments and Fees**

- 11.1 The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon Lessee, on said Premises or any interest therein, on any buildings, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein.
- 11.2 Lessee further agrees not to allow such taxes, assessments, or fees to become a lien against said premises or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity of amount of any such tax, assessment, or fee in any

manner authorized by law.

## **Section 12 Acceptance and Maintenance**

- 12.1 Lessee hereby acknowledges that Lessee has inspected the Premises and Lessee accepts said Premises "as is" and "where is." Lessee acknowledges that the City makes no representations as to the condition or suitability of the Premises or any improvements on the Premises. Pursuant to the noticing requirements of California Civil Code Section 1938, Lessee acknowledges that the Premises being leased has not undergone inspection by a Certified Access Specialist.
- 12.2 Lessee agrees to maintain the Premises in good condition and in compliance with all applicable property maintenance and related laws. Lessee releases the City from the obligation to maintain any portion of the Premises. Said release is part of the consideration for the rental of the Premises, and Lessee therefore waives all rights it may otherwise have under Sections 1941 and 1942 of the Civil Code.
- 12.3 In the event Lessee fails to properly maintain the premises as required by City, City may notify Lessee in writing of said failure. In the event Lessee fails to perform said maintenance within 30 days after such notice by City, City may perform such maintenance, and any costs including, but not limited to, the cost of labor, material, and equipment, shall be paid by Lessee to City within 10 days from receipt by Lessee of an invoice from City.

## **Section 13 Alterations**

Lessee shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the Lease Administrator and only after obtaining applicable permits. Any tenant improvements and additional improvements made with the consent of the Lease Administrator shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.

## **Section 14 Use**

Lessee agrees to use the Premises for operating a funeral chapel services business, consistent with this Lease. Additionally, Lessee agrees to use the Premises in accordance with the provisions and requirements contained in any permits required by the City of Escondido. Lessee shall not use, nor permit the use of, the Premises other than as described. In any case where Lessee is, or should reasonably be, in doubt as to the propriety of any particular use, Lessee may request, and will not be in breach or



default if Lessee abides by, the written determination of the Lease Administrator that such use is or is not permitted.

## **Section 15 Occupancy, Assignment and Subletting**

The Premises shall only be occupied by Lessee except with prior written consent of the Lease Administrator. Lessee may not assign or sublease any interest in this Lease to any other Party, at any time, including a transferee of a controlling interest in Lessee without written consent from the Lease Administrator.

## **Section 16 Conduct**

Lessee shall not violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises.

## **Section 17 Pets**

No pets or livestock of any kind may be kept on the Premises without the prior written consent of the Lease Administrator.

## **Section 18 Notices**

Any notice required or permitted to be given by this Lease must either be personally served on the other Party or served by certified mail, return receipt requested, to the addressee. Notices served by mail shall be sent to the address listed above. A change of either Party's address must also be immediately served in the manner described above.

## **Section 19 Right of Inspection**

City reserves the right for its agents or employees to enter upon and inspect the Premises at any reasonable time to ascertain if Lessee is complying with the provisions of this Lease.

## **Section 20 Insurance**

- 20.1 Lessee must have insurance in the following amounts at all times during this Lease:
- A. General liability insurance with at least \$2 Million combined single-limit coverage per occurrence for bodily injury and property damage.
  - B. Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage for any and all vehicles that are owned by the Lessee (if applicable).
  - C. Workers' compensation and employer's liability insurance as

required by the California Labor Code, as amended, or certificate of sole proprietorship.

D. Commercial property insurance in an amount commensurate with the value of the improvements on the Premises.

20.2 Each insurance policy required above must be acceptable to the City Attorney:

A. Each policy must name the City specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.

B. 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.

C. All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

20.3 Lessee agrees to deposit with City, on or before the effective date of this Lease, one certificate of insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. This certificate must be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Lease Term. Lessee will also deposit with the City within 60 days of the Effective Date of this Lease, an additional insured endorsement naming City specifically and separately as an "additional insured", with the exception of the worker's compensation policy. The appropriate endorsements described above shall follow within 60 days.

20.4 City shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for City and for members of the public using the Premises, City may require Lessee to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. City's requirements shall be reasonable, but shall be designed to assure adequate protection of the

City's interests. The Lease Administrator shall notify Lessee in writing of changes in the insurance requirements and, if Lessee does not deposit with City within 60 days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this Lease shall be deemed in default without further notice to Lessee and may be forthwith terminated by the Lease Administrator.

- 20.5 The procuring of such required policy or policies of insurance shall not be construed to limit Lessee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, Lessee shall be obligated for the full and total amount of any damage, injury or loss attributable to any act or omission of it or its agents, customers or guests in connection with this Lease or with use or occupancy of the Premises.

## **Section 21 Indemnification**

Lessee shall defend, indemnify, and hold harmless City, its officers, agents, and employees from and against any and all claims, demands, and liabilities for loss of any kind or nature which City, its officers, agents, or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with this Lease or with the occupancy and use of the Premises by Lessee, its invitees, visitors, or any other persons whatsoever. Lessee further agrees to pay any and all costs and expenses, including, but not limited to, court costs and reasonable attorney's fees incurred by City on account of any such claims, demands, or liabilities. However, the provisions of this Lease shall not be construed to indemnify City for claims or acts arising from City's sole negligence.

## **Section 22 Attorney's Fees, Costs and Expenses**

In the event legal action is brought to enforce the terms of or to declare a termination of this Lease for reason of breach thereof, the unsuccessful Party shall pay all of the successful Party's costs of such action, together with reasonable attorney's fees, in an amount to be fixed by the court.

## **Section 23 Non-Discrimination**

Lessee covenants that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of physical or mental disabilities, race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the leased premises. Lessee shall not establish or permit any such practice of

discrimination or segregation with reference to the selection, location, number, or use of occupancy by customers, tenants or vendees in the leased premises.

## **Section 24 Supersedure**

This Lease, upon becoming effective, shall supersede any leases or rental agreements heretofore made or issued for the Premises between the City and Lessee.

## **Section 25 Hazardous and/or Contaminated Soil and Material**

Lessee will not place or permit to be placed materials and/or contaminated soils on the premises which under federal, state, or local law, statute, ordinance, or regulations require special handling in collection, storage, treatment, and/or disposal. Lessee also hereby covenants and agrees that, if at any time it is determined there are materials and/or contaminated soils located on the premises which under any environmental requirement require special handling in collection, storage, treatment, or disposal, Lessee shall notify City. Within thirty (30) days after written notice to City or from City, Lessee shall commence to take and thereafter diligently complete, at Lessee's sole expense, such actions as may be necessary to comply with environmental requirements.

## **Section 26 Law to Govern; Venue**

This Lease is governed by the laws of the State of California. Venue for all actions arising from this Lease must be exclusively in the North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.

## **Section 27 Special Provisions**

Lessee hereby acknowledges that Lessee waives all rights to any form of relocation assistance provided for by local, state, or federal law to which Lessee may be entitled by reason of this Lease.

## **Section 28 Compliance with Federal, State, and Local Laws**

It is the duty of the Lessee while operating under this Lease to comply with all local, state, and federal laws, and to indemnify City from any violation of any such law. Failure to comply with a provision of local, state, or federal law is grounds for the Lease Administrator's immediate termination of this Lease.

## **Section 29 Amendment**

This Lease may not be amended, modified, or supplemented except by a writing executed both Parties.

## **Section 30 Waiver**

No waiver by a Party of any provision of this Lease shall be considered a waiver



of any other provision or any subsequent breach of the same or any other provision. The exercise by a Party of any right or remedy provided in this Lease or provided by law shall not prevent the exercise by that Party of any other remedy provided in this Lease or under the law.



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

**Grupo Funeraria Santana Corporation  
dba Funeraria La Paz**

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

\_\_\_\_\_  
Rodrigo Amador, President

**CITY OF ESCONDIDO**

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

\_\_\_\_\_  
Vince McCaw, Real Property Manager

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

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

APPROVED AS TO FORM:

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

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



## CITY COUNCIL STAFF REPORT

**Consent Item No. 14**

**September 19, 2018**

**File No. 0600-10, A-3264**

**SUBJECT:** Lease Agreement with Escondido Education Compact for Property Located at 220, 228, and 230 South Broadway

**DEPARTMENT:** Engineering Services Department, Real Property

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2018-150, authorizing the Real Property Manager and the City Clerk to execute the Lease Agreement with Escondido Education Compact for property located at 220, 228 and 230 South Broadway.

**FISCAL ANALYSIS:**

Rental revenue in the amount of \$8,652 will be deposited into the General Fund. Additionally, \$6,000 will be deposited into the Office Automation Fund.

**PREVIOUS ACTION:**

The City Council approved the Second Amendment to the Lease Agreement on April 5, 2017, via Resolution No. 2017-50.

**BACKGROUND:**

Escondido Education Compact has been leasing space from the City of Escondido (City) at 220 South Broadway since June 2013 when it relocated from the East Valley Community Center. The original lease, dated June 27, 2013, expired on July 31, 2018. Additionally, the Lessee has encountered significant shortfalls in its projected grant revenues, which have adversely impacted its Workforce Development Program. As a result, the Lessee has made some cuts to its operating expenses and is requesting that the City Council approve a reduced rent.

The proposed lease agreement would provide the Lessee with similar information systems support by the City as was enjoyed under the previous lease agreement. The lease is for a period of one year and will be reevaluated on an annual basis.

**APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:**

*Julie Procopio*, Director of Engineering Services  
9/12/2018 5:40 p.m.

**ATTACHMENTS:**

1. Resolution 2018-150
2. Resolution 2018-150 – Exhibit A – Lease Agreement

RESOLUTION NO. 2018-150

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE REAL PROPERTY  
MANAGER AND CITY CLERK TO EXECUTE,  
ON BEHALF OF THE CITY, A LEASE  
AGREEMENT WITH ESCONDIDO EDUCATION  
COMPACT

(220, 228 and 230 South Broadway)

WHEREAS, the City of Escondido ("City") owns that certain real property located at 220, 228 and 230 South Broadway; and

WHEREAS, the City and Escondido Education Compact ("Compact") entered into a lease agreement dated June 27, 2013, for the operation of youth workforce development and at-risk support programs and services ("Original Lease"); and

WHEREAS, the existing lease with Compact expired on July 31, 2018; and

WHEREAS, the City and the Compact desire to enter into a Lease Agreement for a period of one year to allow office use, training, meeting rooms for youth workforce development and programs and services in support of at-risk youth; and

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

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

1. That the above recitations are true.



2. The Real Property Manager and City Clerk are authorized to execute, on behalf of the City, the Lease Agreement with Escondido Education Compact, which is attached hereto as Exhibit "A" and incorporated by this reference.



## 220, 228 & 230 SOUTH BROADWAY LEASE AGREEMENT

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**Lessee: Escondido Education Compact**

**Term: 1 Year**

**Address: 220/228/230 South Broadway, Escondido, CA 92025**

**Date: \_\_\_\_\_, 2018**

Lease Agreement between the City of Escondido and Escondido Education Compact for use of the property at 220, 228 & 230 South Broadway, Escondido, CA 92025 for specific purposes as set forth below.

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**SECTION 32 WAIVER..... 9**

## CITY OF ESCONDIDO LEASE AGREEMENT

This Lease is made as of \_\_\_\_\_, 2018 between the **City** and **Escondido Education Compact**,

### Section 1 Definition of Terms

The following words in this Lease shall have the significance attached to them in this Section unless otherwise apparent from their context.

- 1.1 **City.** The City means the City of Escondido, a California general law City.
- 1.2 **Lease.** Lease means this lease agreement.
- 1.3 **Lease Administrator.** The Lease Administrator means the City of Escondido Real Property Agent or, upon written notice to Lessee, such other person as shall be designated from time to time by City.
- 1.4 **Lessee.** Lessee means Escondido Education Compact and does not include its heirs, assigns, or successors-in-interest.
- 1.5 **Party.** Lessee or City may be referred to individually as Party or collectively as Parties.
- 1.6 **Premises.** Premises means the real property commonly known as 220, 228 & 230 South Broadway, Escondido, CA 92025, as depicted on **EXHIBIT A**.

### Section 2 Administration

This Lease will be administered on behalf of City by the Lease Administrator, whose address is:

City of Escondido  
Attn: Real Property Manager  
201 North Broadway  
Escondido, CA 92025

And on behalf of Lessee by Patricia Huerta, whose address is:

Escondido Education Compact  
Attn: Patricia Huerta  
220 South Broadway  
Escondido, CA 92025

### **Section 3 Term**

- 3.1 The term of this Lease shall be one year, commencing on October 1, 2018.
- 3.2 Hold Over. The occupancy of the Premises by Lessee, after the expiration of the Term shall be construed as a month to month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect, on a month to month basis. The City shall have the right to terminate the month to month tenancy without cause and for any reason by giving 30 days prior notice to Lessee.

### **Section 4 Termination of Lease**

- 4.1 City may terminate this Lease at any time, at its sole discretion, by providing the other Party with 60 days written notice.
- 4.2 Default. If the City discovers at any time that the Lessee has violated any provision of this Lease, City may notify Lessee of the violation and immediately terminate the Lease upon written notice.

### **Section 5 Options to Renew**

- 5.1 At the end of the Term, this Lease may be renewed for two additional annual periods, upon mutual written agreement by the City and Lessee.

### **Section 6 Vacation of Premises**

- 6.1 Upon termination of this Lease for any reason, Lessee shall peaceably vacate and deliver the Premises to City in the same condition as Lessee found them upon its acceptance of the Premises hereunder, excepting ordinary wear and tear and conditions caused by acts of God.
- 6.2 Upon such termination, Lessee shall immediately:
  - A. Provide a written statement to the Lease Administrator of Lessee's new address for purpose of refunding monies, if any, due Lessee under this Lease; and
  - B. Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the City.

### **Section 7 Rent**

- 7.1 Rental Rate. In consideration of the possession and use of the Premises, Lessee shall deliver and pay rent to City **\$1,221.00** per month on or prior to

the first day of each month. Rent payments will commence on October 1, 2018.

- 7.2 Said consideration includes costs attributed to network services associated with eighteen (18) work stations that are provided by the City, estimated to be \$183.33 per month. Any workstations beyond the eighteen (18) must be preapproved by the City's Director of Information Systems and shall be charged to Lessee at cost. Also included are costs attributed to the phone system, provided by the City, estimated to be \$316.67 per month and duplicating costs, estimated to be \$221.00 per month, not to exceed 45,000 copies per year.
- 7.3 Hold Over Rental Rate. The rent payments for any hold over will be equal to the previous year's Rental Rate plus ten percent (10%).

## **Section 8 Security Deposit**

Not applicable to the Lease.

## **Section 9 Late Payment**

Rent payments received after the fifth day of any month will be charged an additional 20% late payment fee.

## **Section 10 Utilities Payments**

Lessee agrees to provide and pay for all utilities and services necessary for the occupancy and use of the Premises, including, but not limited to: gas, water, electricity, sewage charges or septic service, trash and any telecommunications services.

## **Section 11 Taxes, Assessments and Fees**

- 11.1 The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon Lessee, on said Premises or any interest therein, on any buildings, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein.
- 11.2 Lessee further agrees not to allow such taxes, assessments, or fees to become a lien against said premises or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity of amount of any such tax, assessment, or fee in any manner authorized by law.

## **Section 12 Acceptance and Maintenance**

- 12.1 Lessee hereby acknowledges that Lessee has inspected the Premises and Lessee accepts said Premises "as is" and "where is." Lessee acknowledges that the City makes no representations as to the condition or suitability of the Premises or any improvements on the Premises. Pursuant to the noticing requirements of California Civil Code Section 1938, Lessee acknowledges that the Premises being leased has not undergone inspection by a Certified Access Specialist.
- 12.2 Lessee agrees to maintain the Premises in good condition and in compliance with all applicable property maintenance and related laws. Lessee releases the City from the obligation to maintain any portion of the Premises. Said release is part of the consideration for the rental of the Premises, and Lessee therefore waives all rights it may otherwise have under Sections 1941 and 1942 of the Civil Code.
- 12.3 In the event Lessee fails to properly maintain the premises as required by City, City may notify Lessee in writing of said failure. In the event Lessee fails to perform said maintenance within 30 days after such notice by City, City may perform such maintenance, and any costs including, but not limited to, the cost of labor, material, and equipment, shall be paid by Lessee to City within 10 days from receipt by Lessee of an invoice from City.

## **Section 13 Information Systems**

- 13.1 City has connected the leased premises to the City's telephone and computer network at City's cost and provides technical support on equipment meeting City hardware standards. All hardware installed for Lessee's benefit under this lease (switch, rack, phones) shall be the property of the City and will remain with the property upon lease termination. Lessee will provide its own computer equipment and will be responsible for the annual Microsoft Licensing fee, as well as costs attributed to network services and any costs for addition computers above and beyond the 18 work stations, as pre-approved by the City's Director of Information Systems and as set forth in the Microsoft Enterprise contract that is current at the time of the upgrade. Any equipment that is on the City's network must be maintained to the City's hardware standards. Any equipment falling below this standard shall be upgraded or replaced at the sole cost of Lessee or otherwise will be eliminated from the City's network and will no longer be maintained by City staff.
- 13.2 Compact staff will be included on the City's e-mail system. All Compact volunteers and employees must adhere to the City's computer use policy.



Equipment not on the City's network will be the sole and exclusive responsibility of Lessee.

- 13.3 Voice Over Internet Phones (VOIP) will be provided to Compact for 18 workstations. Compact will pay the monthly telephone fees of \$183.33 per month. Any additional phones in excess of 18 will trigger an increase to the monthly fee.
- 13.4 City has provided a Kyocera copy machine for Lessee's use. The copier will be serviced and maintained by the City, however Lessee will provide the paper and Lessee will be charged for duplicating costs, estimated to be \$221.00 per month, based on 45,000 copies per year.

## **Section 14 Meeting Rooms**

City agrees to allow Compact use of City meeting rooms for periodic meetings at no cost. Said use is subject to availability and will require reservations through the appropriate City department personnel.

## **Section 15 Alterations**

Lessee shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the Lease Administrator and only after obtaining applicable permits. Any tenant improvements and additional improvements made with the consent of the Lease Administrator shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.

## **Section 16 Use**

Lessee agrees to use the Premises for offices, meetings and training related to its youth workforce development and at-risk support programs and services, consistent with this Lease. Additionally, Lessee agrees to use the Premises in accordance with the provisions and requirements contained in any permits required by the City of Escondido. Lessee shall not use, nor permit the use of, the Premises other than as described. In any case where Lessee is, or should reasonably be, in doubt as to the propriety of any particular use, Lessee may request, and will not be in breach or default if Lessee abides by, the written determination of the Lease Administrator that such use is or is not permitted.

## **Section 17 Occupancy, Assignment and Subletting**

The Premises shall only be occupied by Lessee except with prior written consent of the Lease Administrator. Lessee may not assign or sublease any interest in this Lease to any other Party, at any time, including a transferee of a controlling interest in Lessee without written consent from the Lease Administrator.

## **Section 18 Conduct**

Lessee shall not violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises.

## **Section 19 Pets**

No pets or livestock of any kind may be kept on the Premises without the prior written consent of the Lease Administrator.

## **Section 20 Notices**

Any notice required or permitted to be given by this Lease must either be personally served on the other Party or served by certified mail, return receipt requested, to the addressee. Notices served by mail shall be sent to the address listed above. A change of either Party's address must also be immediately served in the manner described above.

## **Section 21 Right of Inspection**

City reserves the right for its agents or employees to enter upon and inspect the Premises at any reasonable time to ascertain if Lessee is complying with the provisions of this Lease.

## **Section 22 Insurance**

- 22.1 Lessee must have insurance in the following amounts at all times during this Lease:
- A. General liability insurance with at least \$2 Million combined single-limit coverage per occurrence for bodily injury and property damage.
  - B. Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage for any and all vehicles that are owned by the Lessee (if applicable).
  - C. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.
  - D. Commercial property insurance in an amount commensurate with the value of the improvements on the Premises.
- 22.2 Each insurance policy required above must be acceptable to the City Attorney:
- A. Each policy must name the City specifically as an additional insured under the policy on a separate endorsement page, with the exception

of the workers' compensation policy.

- B. 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.
- C. All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

22.3 Lessee agrees to deposit with City, on or before the effective date of this Lease, one certificate of insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. This certificate must be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Lease Term. Lessee will also deposit with the City within 60 days of the Effective Date of this Lease, an additional insured endorsement naming City specifically and separately as an "additional insured", with the exception of the worker's compensation policy. The appropriate endorsements described above shall follow within 60 days.

22.4 City shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for City and for members of the public using the Premises, City may require Lessee to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. City's requirements shall be reasonable, but shall be designed to assure adequate protection of the City's interests. The Lease Administrator shall notify Lessee in writing of changes in the insurance requirements and, if Lessee does not deposit with City within 60 days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this Lease shall be deemed in default without further notice to Lessee and may be forthwith terminated by the Lease Administrator.

22.5 The procuring of such required policy or policies of insurance shall not be construed to limit Lessee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, Lessee shall be obligated for the full and total amount

of any damage, injury or loss attributable to any act or omission of it or its agents, customers or guests in connection with this Lease or with use or occupancy of the Premises.

### **Section 23 Indemnification**

Lessee shall defend, indemnify, and hold harmless City, its officers, agents, and employees from and against any and all claims, demands, and liabilities for loss of any kind or nature which City, its officers, agents, or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with this Lease or with the occupancy and use of the Premises by Lessee, its invitees, visitors, or any other persons whatsoever. Lessee further agrees to pay any and all costs and expenses, including, but not limited to, court costs and reasonable attorney's fees incurred by City on account of any such claims, demands, or liabilities. However, the provisions of this Lease shall not be construed to indemnify City for claims or acts arising from City's sole negligence.

### **Section 24 Attorney's Fees, Costs and Expenses**

In the event legal action is brought to enforce the terms of or to declare a termination of this Lease for reason of breach thereof, the unsuccessful Party shall pay all of the successful Party's costs of such action, together with reasonable attorney's fees, in an amount to be fixed by the court.

### **Section 25 Non-Discrimination**

Lessee covenants that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of physical or mental disabilities, race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the leased premises. Lessee shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, or use of occupancy by customers, tenants or vendees in the leased premises.

### **Section 26 Supersede**

This Lease, upon becoming effective, shall supersede any leases or rental agreements heretofore made or issued for the Premises between the City and Lessee.

### **Section 27 Hazardous and/or Contaminated Soil and Material**

Lessee will not place or permit to be placed materials and/or contaminated soils on the premises which under federal, state, or local law, statute, ordinance, or regulations require special handling in collection, storage, treatment, and/or disposal. Lessee also hereby covenants and agrees that, if at any time it is determined there are materials

and/or contaminated soils located on the premises which under any environmental requirement require special handling in collection, storage, treatment, or disposal, Lessee shall notify City. Within thirty (30) days after written notice to City or from City, Lessee shall commence to take and thereafter diligently complete, at Lessee's sole expense, such actions as may be necessary to comply with environmental requirements.

### **Section 28 Law to Govern; Venue**

This Lease is governed by the laws of the State of California. Venue for all actions arising from this Lease must be exclusively in the North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.

### **Section 29 Special Provisions**

Lessee hereby acknowledges that Lessee waives all rights to any form of relocation assistance provided for by local, state, or federal law to which Lessee may be entitled by reason of this Lease.

### **Section 30 Compliance with Federal, State, and Local Laws**

It is the duty of the Lessee while operating under this Lease to comply with all local, state, and federal laws, and to indemnify City from any violation of any such law. Failure to comply with a provision of local, state, or federal law is grounds for the Lease Administrator's immediate termination of this Lease.

### **Section 31 Amendment**

This Lease may not be amended, modified, or supplemented except by a writing executed both Parties.

### **Section 32 Waiver**

No waiver by a Party of any provision of this Lease shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision. The exercise by a Party of any right or remedy provided in this Lease or provided by law shall not prevent the exercise by that Party of any other remedy provided in this Lease or under the law.

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

**ENTITY**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title

**CITY OF ESCONDIDO**

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

\_\_\_\_\_  
Vince McCaw, Real Property Manager

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

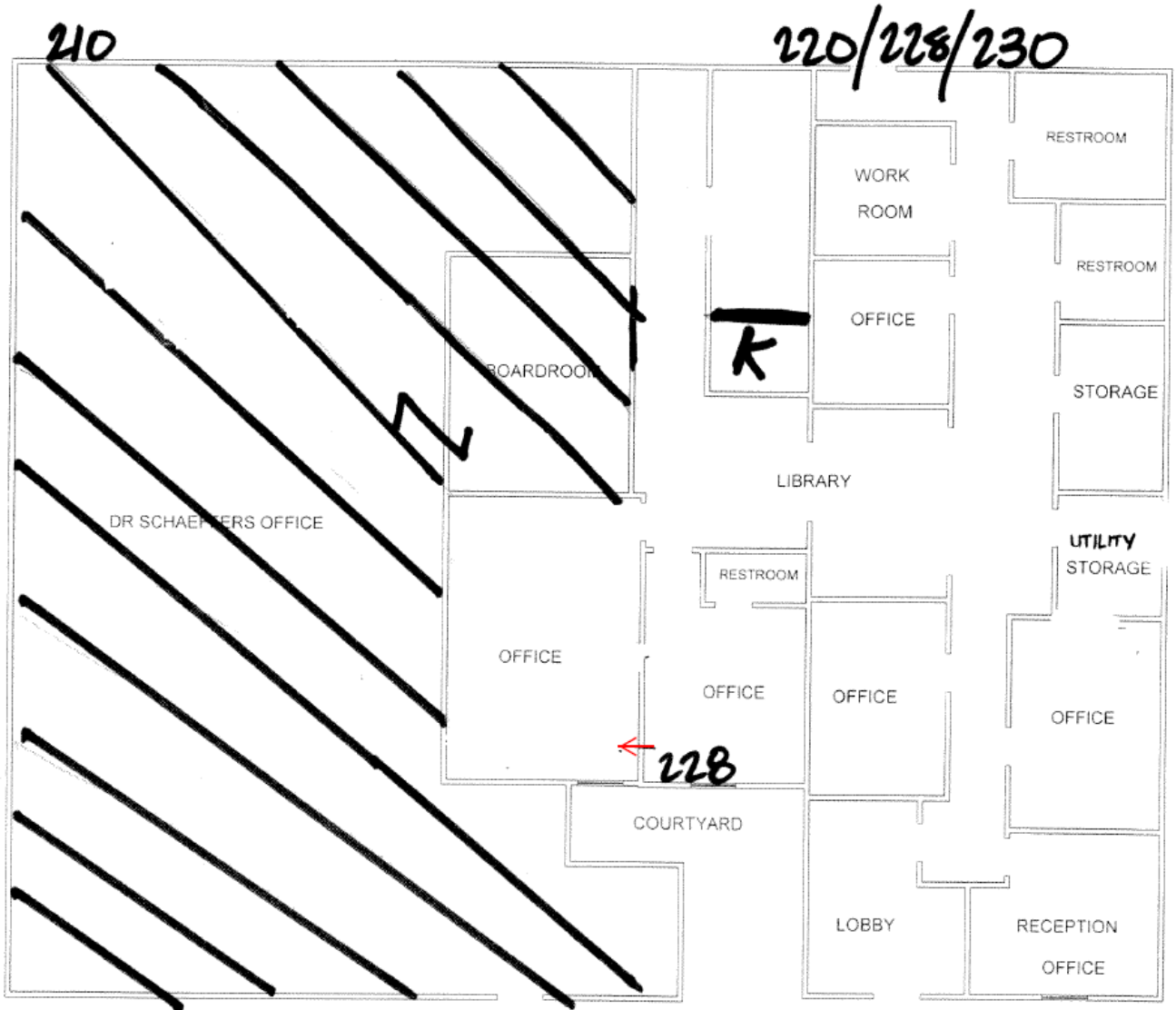
\_\_\_\_\_  
Diane Halverson, City Clerk

APPROVED AS TO FORM:

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

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

EXHIBIT A



## CITY COUNCIL STAFF REPORT

**Consent Item No. 15**

**September 19, 2018**

**File No. 0690-50**

**SUBJECT:** Set the Date of October 10, 2018 for a Public Hearing to Consider Adoption of a Resolution of Necessity Authorizing the City Attorney to Initiate a Condemnation Proceeding

**DEPARTMENT:** Engineering Services Department, Real Property

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2018-152 setting the date of October 10, 2018, for a Public Hearing to consider adoption of a Resolution of Necessity authorizing the City Attorney to initiate condemnation proceedings to acquire the property rights required across portions of San Diego County assessor's parcel numbers 189-060-42 and 189-060-44 for the construction of the San Pasqual Undergrounding Project ("Project").

**FISCAL ANALYSIS:**

Funding for the acquisitions are available in the San Pasqual Undergrounding CIP Project #701701. The Vista Irrigation District (District) will reimburse the City of Escondido (City) for half of the cost.

**BACKGROUND:**

In 1969 five local Indian Bands, and the United States on their behalf, sued the City and the District, claiming that the City and the District's diversion of San Luis Rey River flows deprived the Bands of adequate water on their reservations located downstream of the Diversion Dam. After nearly five decades of litigation and negotiations, the parties approved the San Luis Rey Indian Water Rights Settlement Agreement ("Settlement Agreement," effective May 17, 2017). The parties to the agreement are the United States (acting through the Secretary of the Interior and the Attorney General of the United States); the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians; the San Luis Rey Indian Water Authority; the City; and the District. The Settlement Agreement stipulates that portions of the Escondido Canal that cross the San Pasqual Indian Reservation must be replaced with an underground pipeline. The undergrounding of the canal, known as the San Pasqual Undergrounding Project, must be completed within six years of the effective date of the Settlement (May 17, 2023). If the project is not completed within the six-year window, the City and the District must pay damages of \$1,000 per day to the San Pasqual Band until the Project is completed.

The Settlement Agreement granted pipeline and access easements on existing reservation land. Negotiations are ongoing for the easements needed to construct the pipeline where the alignment crosses three, privately owned parcels. These negotiations involve the San Pasqual Band because it



is owner of one of the properties. These three parcels are located between the San Pasqual Indian Reservation and North Lake Wohlford Road.

The San Pasqual Undergrounding Project will remove, relocate, and replace approximately 2.5 miles of the Escondido Canal that crosses the San Pasqual Indian Reservation. The proposed Project consists of four primary elements:

- (1) The construction of a new desilting basin and associated access road on the San Pasqual Indian Reservation along the existing Escondido Canal alignment where the canal first enters the northern edge of the Reservation.
- (2) The replacement of about 2,000 feet of existing canal with a buried 60-inch pipeline within the existing Escondido Canal ROW.
- (3) The replacement of approximately two miles of existing canal with a buried 60-inch pipeline within new alignments crossing the San Pasqual Indian Reservation, private lands, and public right-of-way in Lake Wohlford Road.
- (4) The abandonment of approximately two miles of the existing Escondido Canal that will be dewatered when the proposed project is complete, and the potential reclamation of the land formerly occupied by the canal by means of demolition, debris removal, grading, and reestablishment of drainage, as well as any associated mitigation of environmental impacts that may be required. The downstream connection to the existing underground pipeline will be at a location south of Paradise Mountain Road near Lake Wohlford Road. No pumping will be required to convey flows through the proposed underground pipeline.

Staff has attempted to negotiate with the property owner and their attorney to purchase the required property interests since February of 2018. The Project schedule necessitates a public hearing at this time in order to get a court order for possession. Negotiations will continue in the hopes of acquiring the interests, however in the event that negotiations are not successful, the Project schedule will not be further negatively impacted.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Julie Procopio*, Director of Engineering Services  
9/12/2018 5:40 p.m.

ATTACHMENTS:

1. Resolution No. 2018-152
2. Resolution No. 2018-152 – Exhibit “A” – Waterline Easements
3. Resolution No. 2018-152 – Exhibit “B” – Notice of Public Hearing

RESOLUTION NO. 2018-152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A NOTICE OF INTENT TO ADOPT A RESOLUTION OF NECESSITY TO CONDEMN INTERESTS IN PROPERTY IDENTIFIED AS ASSESSOR PARCEL NUMBERS 189-060-42, 189-060-44

Hearing Date: October 10, 2018

WHEREAS, the San Luis Rey Indian Water Rights Settlement Agreement stipulates that portions of the Escondido Canal that cross the San Pasqual Indian Reservation must be replaced with an underground pipeline; and

WHEREAS, the undergrounding of the canal, known as the San Pasqual Undergrounding Project ("Project"), must be completed within six years of the effective date of the Settlement (May 17, 2023); and

WHEREAS, the Project anticipates the removal, relocation and replacement of about 2.5 miles of the Escondido Canal that crosses the San Pasqual Indian Reservation; and

WHEREAS, it will be necessary to acquire easement interests in properties identified as Assessor Parcel Numbers 189-060-42 and 189-060-44, owned by Lianne C. Thompson Mueller and Harlan L. Thompson, and described in the attached Exhibit "A," which is incorporated by this reference, in order to accomplish the Project; and

WHEREAS, attempts thus far to acquire the properties from the property owners have been unsuccessful; and

WHEREAS, the easements are necessary to complete the San Pasqual Undergrounding Project; and

WHEREAS, this City Council desires to give notice to all interested parties that they may appear and be heard on October 10, 2018, at 4:30 p.m. as to the following issues pertaining to this matter:

- 1) Whether the public interest and necessity require the project;
- 2) Whether the project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury; and
- 3) Whether the property sought to be acquired is necessary for the 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 a public hearing shall be held on October 10, 2018, at 4:30 p.m. in the City Hall Council Chambers, located at 201 North Broadway, Escondido, California.
3. That the City Council of the City of Escondido authorizes the issuance of a notice of its intent to adopt a Resolution of Necessity for the initiation of eminent domain proceedings with regard to the subject properties. A copy of the Notice of Hearing is attached as Exhibit "B" and is incorporated by this reference.
4. That the City Clerk is directed to send a copy of this Resolution and the Notice of Hearing to the person or persons who appear on the latest equalized assessment roll as the owners of the subject properties.

EXHIBIT 'A'  
WATERLINE EASEMENT  
A.P.N. 189-060-42  
SHEET 1 OF 2

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

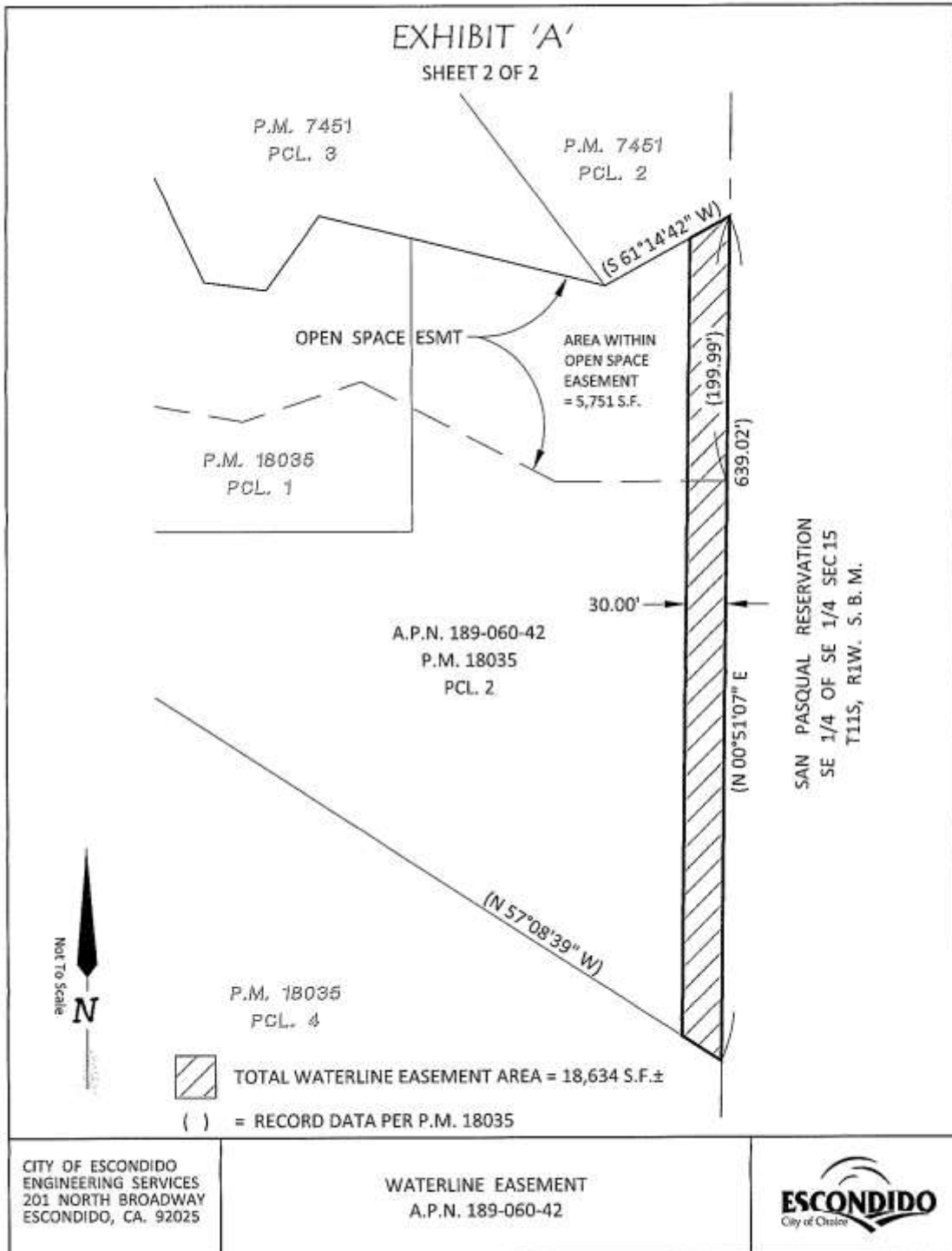
THE EASTERLY 30.00 FEET OF PARCEL 2 OF PARCEL MAP 18035, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MAY 20<sup>TH</sup>, 1998 AS FILE NO. 1998-296112.

DESCRIBED PORTION CONTAINS AN AREA OF 18,634 SQUARE FEET, MORE OR LESS.

  
PETER G FALCONIERI, LS 7943  
MY LICENSE EXPIRES ON 12-31-2017

12/20/2016  
DATE:





CITY OF ESCONDIDO  
 ENGINEERING SERVICES  
 201 NORTH BROADWAY  
 ESCONDIDO, CA. 92025

WATERLINE EASEMENT  
 A.P.N. 189-060-42



EXHIBIT 'A'  
WATERLINE EASEMENT  
A.P.N. 189-060-44  
SHEET 1 OF 2

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

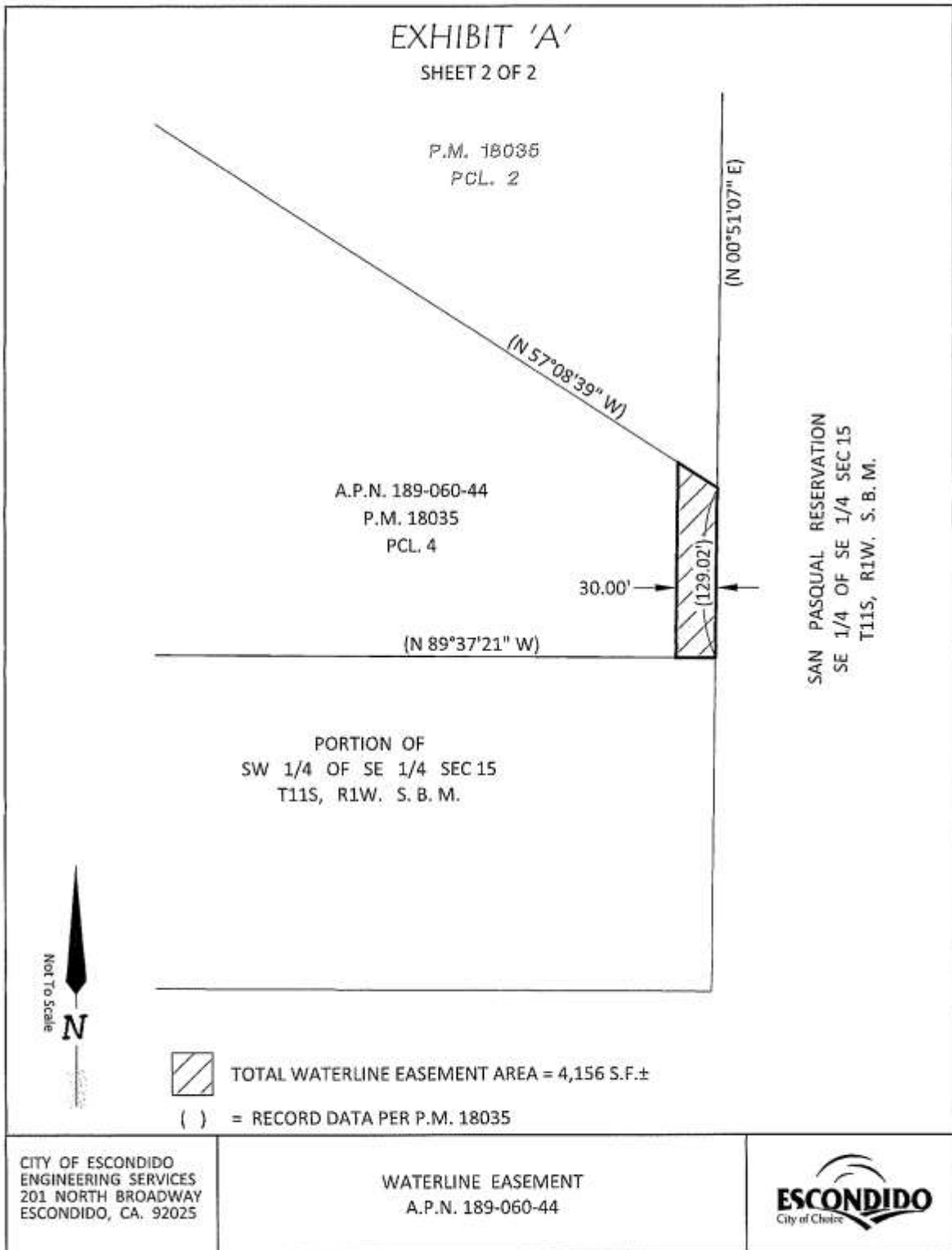
THE EASTERLY 30.00 FEET OF PARCEL 4 OF PARCEL MAP 18035, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MAY 20<sup>TH</sup>, 1998 AS FILE NO. 1998-296112.

DESCRIBED PORTION CONTAINS AN AREA OF 4,156 SQUARE FEET, MORE OR LESS.

  
PETER G FALCONIERI, LS 7943  
MY LICENSE EXPIRES ON 12-31-2017

12/20/2016  
DATE:







**CITY OF ESCONDIDO  
OFFICE OF THE CITY CLERK  
201 NORTH BROADWAY  
ESCONDIDO, CA 92025-2798  
(760) 839-4617**

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN on Wednesday, October 10, 2018 at 4:30 p.m., the City Council of the City of Escondido will hold a Public Hearing to consider the following item:

**Adopt a Resolution of Necessity to initiate condemnation proceedings to acquire the property rights across portions of Assessor Parcel Number 189-060-42, more particularly described as the easterly 30 feet of parcel 2 of parcel map 18035, filed in the office of the county recorder of the San Diego County on May 20<sup>th</sup>, 1998 as file no. 1998-296112 and Assessor Parcel Number 189-060-44, more particularly described as the easterly 30 feet of parcel 4 of parcel map 18035, filed in the office of the county recorder of the San Diego County on May 20<sup>th</sup>, 1998 as file no. 1998-296112, for construction of the San Pasqual Undergrounding Project.**

The purpose of this noticed hearing is to hear all persons interested in the matter. You have a right to appear on the matters referred to in California Code of Civil Procedure, Section 1240.030, including whether: (a) The public interest and necessity require the project, (b) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury, (c) The property sought to be acquired is necessary for the project.

IF YOU CHALLENGE this item in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council, at or prior to the Public Hearing.

The City of Escondido recognizes its obligation to provide equal access to public services for those individuals with disabilities. Please contact the American Disabilities Act (A.D.A.) Coordinator (760) 839-4643 with any requests for reasonable accommodations, to include sign language interpreters, at least 24 hours prior to the meeting. The City of Escondido does not discriminate against any person with a disability.

ALL INTERESTED PERSONS are invited to attend said Public Hearing to express their opinion in this matter. Said Public Hearing will be held in the Council Chambers, 201 N. Broadway, Escondido, California, 92025. **For additional information, please contact Vince McCaw at (760) 839-4034.**

DIANE HALVERSON, City Clerk  
City of Escondido  
Date: September 20, 2018



## CITY COUNCIL STAFF REPORT

**Current Business Item No. 16 September 19, 2018**

**File No. 0600-10, A-3248, A-3266**

**SUBJECT:** Recycled Water Easterly Main and Tanks Project: Bid Award, Consulting Agreement, and Budget Adjustment

**DEPARTMENT:** Utilities Department, Construction and Engineering Division

**RECOMMENDATION:**

It is requested that the City Council:

- 1) Adopt Resolution No. 2018-116, authorizing the Mayor and the City Clerk to execute a Public Improvement Agreement with SC Valley Engineering, Inc., the lowest responsive and responsible bidder, in the amount of \$9,652,000 for construction of the Recycled Water Easterly Main and Tanks Project (also known as the Blended RO Line Project – Package 2A & 2B).
- 2) Adopt Resolution No. 2018-100, authorizing the Mayor and the City Clerk to execute a Consulting Agreement with Valley Construction Management in the amount of \$623,988 for construction management services for the Recycled Water Easterly Main and Tanks Project (also known as the Blended RO Line Project – Package 2A & 2B).
- 3) Approve a budget adjustment in the amount of \$2,808,038.52.

**FISCAL ANALYSIS:**

The Recycled Water Easterly Main and Tanks Project CIP No. 801202 currently has \$9,327,954 available. A budget adjustment in the amount of \$2,808,038.52 is needed to fully fund the project. Transfers from other projects are requested, rather than a transfer from the Wastewater Fund balance, to maintain liquid cash reserves. Funding authorization is requested from the following sources: \$1,000,000 from RW Easterly Ag Distribution (CIP No. 801507); and the remaining balance of RW Easterly Mains (CIP No. 801201), currently \$1,808,038.52. CIP No. 801507, RW Easterly Ag Distribution, will remain a part of the CIP budget; however, the project is not expected to use all of the funding in the current fiscal year.

**PREVIOUS ACTION:**

On February 16, 2011, the City Council approved the conceptual plan developed by the Utilities Department to address current and future wastewater capacity concerns and to ensure water reliability.

On April 2, 2014, an update was provided to the City Council on the proposed Recycled Water and Potable Reuse Program. Feedback was requested from the City Council about the future direction of the program.

## Recycled Water Easterly Main and Tanks Project: Bid Award, Consulting Agreement, and Budget Adjustment

September 19, 2018

Page 2

On May 6, 2015, the City Council adopted Resolution No. 2015-40, authorizing the Director of Utilities to submit General, Technical, and Environmental applications for State Revolving Fund (SRF) construction loans for the Easterly Recycled Water Mains and Tank Project.

On September 23, 2015, the City Council adopted Resolution No. 2015-157, authorizing repayment of the SRF loan for construction of the Easterly Recycled Water Mains and Tank Project (\$8.0 million).

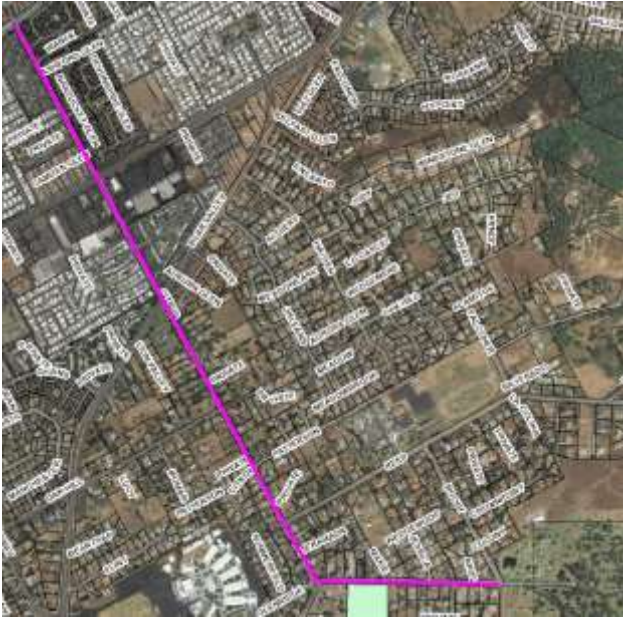
On October 11, 2017, the City Council adopted Resolution No. 2017-131, authorizing the Director of Utilities to execute loan agreements with the State Water Resources Control Board, Division of Financial Assistance. One of these loans was an \$8.0-million loan for the Recycled Water Easterly Main and Tanks Project.

On June 20, 2018, the City Council adopted Resolution No. 2018-99, rejecting all bids submitted for the Recycled Water Easterly Main and Tanks Project (also known as Blended RO Line Project – Package 2A & 2B) and authorized staff to re-advertise for bids.

### BACKGROUND:

The Recycled Water Easterly Main and Tanks Project will extend the existing recycled water pipeline from the Citrus Avenue crossing of Escondido Creek to the Hogback Reservoir. This project will construct approximately 2.8 miles of 24-inch ductile iron pipe (DIP) and polyvinyl chloride (PVC) recycled water pipeline, and a new 350,000 gallon bolted steel reservoir and associated yard piping; install small diameter fiber optic conduits; and convert the existing 1.2-million-gallon Hogback Reservoir to recycled water.

The Project is split into two separate sections, as shown in the maps below. The first section of pipeline will traverse southeast along Citrus Avenue and then east along Glenridge Road, where it will connect to the existing recycled waterline located at the intersection of Moody Drive and Glenridge Road near the entrance to the Oak Hill Memorial Park. The recycled water pipeline through the Oak Hill Memorial Park was installed as a part of the Cemetery Area Waterline Project. The second section of the Project will begin at the connection point located near the southern portion of the Oak Hill Memorial Park, then head south within an existing easement in a private dirt road, then southwest along Canyon Crest, and east along Mountain View Drive. From Mountain View Drive, the new pipeline traverses south within an existing easement along a private road to the Hogback Reservoir. The new 350,000 gallon bolted steel reservoir will be located immediately adjacent to the existing Hogback Reservoir.



The Engineer's estimate for this project was \$9,800,000.

Competitive bids were opened by a representative of the City Clerk's Office on August 9, 2018, with the following results:

- |    |   |                 |
|----|---|-----------------|
| 1) | SC Valley Engineering, Inc., El Cajon, CA             | \$ 9,652,000.00 |
| 2) | J.R. Filanc Construction Company, Inc., Escondido, CA | \$10,091,471.50 |
| 3) | MNR Construction, Inc., Baldwin Park, CA              | \$10,110,100.00 |
| 4) | E.J Meyer Company, Highland, CA                       | \$10,282,222.00 |
| 5) | Lonerock, Inc., Irvine, CA                            | \$10,587,225.00 |
| 6) | Burtech Pipeline, Inc., Encinitas, CA                 | \$12,856,294.00 |

Staff has thoroughly reviewed the low bid submitted by SC Valley Engineering, Inc., and has determined that they are the lowest responsive and responsible bidder.

Proposals were solicited from three firms specializing in construction management of water and wastewater projects. Valley Construction Management was selected based on their extensive experience and success at managing the construction of similar projects. The contract for construction management services includes constructability reviews; construction inspections; administration of the construction contract, including adherence to SRF requirements; claim support; and facilitation of partnering sessions. The value of the recommended construction management contract is 6.5 percent of the construction cost of the Project. This figure is within the reasonable, industry standard range for

construction management services. The Utilities Department recommends retaining Valley Construction Management, a third-party construction manager, to manage the construction of the project.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Christopher W. McKinney*, Director of Utilities  
9/13/2018 9:20 a.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No. 2018-116
3. Resolution No. 2018-116 - Exhibit A: Bid Award RW Easterly Main and Tanks
4. Resolution No. 2018 100
5. Resolution No. 2018 100 – Exhibit A: CM Services RW Easterly Main and Tanks



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: September 6, 2018
Department: Utilities
Division: Wastewater
Project/Budget Manager: Angela Morrow 7030
Council Date (if applicable): September 19, 2018

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. Rows include RW Tanks, RW Easterly Ag Distribution, RW Easterly Mains.

Explanation of Request:

To fund the Recycled Water Easterly Main and Tanks Project, CIP 557-801202. This request includes 1) moving \$1,000,000 from Project 557-801507, RW Easterly Ag Distribution; and 2) moving all funds out of Project 557-801201, RW Easterly Mains, and closing the project.

APPROVALS

Handwritten signatures and dates for Department Head, Finance, City Manager, and City Clerk.

Distribution (after approval): Original: Finance

RESOLUTION NO. 2018-100

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 VALLEY CONSTRUCTION MANAGEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE RECYCLED WATER EASTERLY MAIN AND TANKS PROJECT

WHEREAS, the Escondido City Council authorized an invitation for bids for the construction of the Recycled Water Easterly Main and Tanks Project (the "Project"); and

WHEREAS, the Project is also known as the Blended RO Line Project – Package 2A & 2B; and

WHEREAS, the Project will construct a new recycled water pipeline, a new 350,000 gallon bolted steel reservoir and associated yard piping, fiber optic conduits, and convert the existing 1.2-million-gallon Hogback Reservoir to recycled water; and

WHEREAS, the City of Escondido desires construction management services for the Project; and

WHEREAS, the City of Escondido reviewed the proposal from Valley Construction Management to provide construction management services for the Project; and

WHEREAS, Valley Construction Management has the personnel and expertise to manage the construction project; and

WHEREAS, City of Escondido staff have completed negotiations with Valley

Construction Management for said construction management services and the Director of Utilities recommends that the Consulting Agreement (“Agreement”) be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$623,988.

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Director of Utilities.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Valley Construction Management. A copy of the Agreement is attached as Exhibit “A” and is incorporated by this reference.



CITY OF ESCONDIDO  
CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: Randy Manns  
760-839-6290 ext. 7031  
("CITY")

And: Valley Construction Management  
3525 Del Mar Heights Road #192  
San Diego, CA 92130  
Attn: Paul Mochel  
858-444-6804  
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide construction management services for the Recycled Water Easterly Main and Tanks Project (also known as Blended RO Line Project – Package 2A & 2B); and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in an amount not to exceed \$623,988.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.



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

Acknowledged by CONSULTANT \_\_\_\_\_

Waiver appropriate by CITY \_\_\_\_\_

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

12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. 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.

23. 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.
  
24. 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.

[SIGNATURES ON FOLLOWING PAGE]

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: \_\_\_\_\_

Valley Construction Management

\_\_\_\_\_  
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**

This scope of work is for construction management and inspection services by Valley Construction Management (Consultant) for the Blended RO Line Project – Package 2A & 2B. The Consultant shall provide the services as outlined in this Attachment A on a time and materials basis.

### **Task 1 – Construction Management Coordination Efforts**

**Coordination Efforts shall at a minimum include the following services:**

- Coordinate all special inspections not required of the contractor such as SWPPP, Archeologist, and labor compliance visits.
- Work with the Public Relations consultant on community outreach efforts and to address community concerns. Coordinate with the contractor on resolving issues requiring immediate attention.
- Coordinate, review and observe all equipment testing, the commissioning start-up process and placing the recycled water pipeline into service.
- Coordinate with City staff (COE Waste Water Collections) on the major tie-in work and facility connections.
- Provide the City Utilities Construction Project Manager (UCPM) Bi-monthly Burn Rate status for all construction management services.
- The estimated cost for **Task 1 is \$22,472.00**. All work under this task will be performed on a Time and Material Fee. If the Consultant anticipates the actual work hours will exceed what he has scoped for Task 1, he shall first notify the City UCPM for approval to work extended hours or extend the services outlined under Task 1.

**Time and Material Fee, Task 1 (Not to Exceed): \$22,472**

### **Task 2 - Field Engineering Inspection Services**

**Field Engineering Inspections shall at a minimum include the following services:**

- Provide full-time inspection services throughout the construction period.
- Provide daily inspection reports and date stamped photos.
- Monitor and ensure Contractor's compliance with all requirements of project design specifications and drawings. Ensure that the project permit requirements are being addressed and work is being performed within the allotted duration as it relates to the expiration dates.
- Review Contractor's schedule each week; document the construction progress and track Contractor's anticipated work to help gauge efficiency. Inform the City UCPM as necessary of any construction issues, potential claims, and deficient work notifications or non-compliance notices.
- Daily field inspections and documentation of all pipeline work including but not limited to all materials used in construction.
- Full review of any contractor-provided Time and Material (T&M) sheets: Compare rates listed on the Contractor's rate sheet to the Caltrans Rate or the "Rates" from the publication listed in the project specifications; verify the labor and equipment hours listed on the T&M sheet to the inspector's daily reports, check all listings for materials and subcontractor work to ensure the materials were used/installed on site and the

subcontractor work was performed; check backup (invoices) for cost accuracy; ensure all T&M calculations are accurate; work directly with contractor to ensure corrections are made and/or appropriate follow-up documentation is received; ensure that all documentation is neatly organized and filed, electronically, for future audit.

- Review all construction documents associated with this project including any documents required from the construction contractor(s).
- The estimated cost for **Task 2 is \$397,936**. All work under this task will be performed on a Time and Material Fee. If Consultant anticipates that additional inspection hours are required to fulfill the scope of work outlined under Task 2, he shall first notify the City UCPM in writing. The work schedule is anticipated for 8 hours per day, between 7 am to 3:30 pm, Monday through Friday. Any anticipated work that may exceed 8 hours per day, such as the contractor choosing to work longer hours or during the weekend, the Consultant shall immediately notify the City UCPM in writing for approval to work such extended hours.

**Time and Material Fee, Task 2 (Not to Exceed): \$397,936**

### **Task 3 - Administrative and Document Control Support**

**Administrative Support shall at a minimum include the following services:**

- Perform photographic documentation of construction activities in digital format with date & time recorded.
- Update project red line drawings during construction and review contractor red lines during course of construction.
- Observe and record all major materials delivery to the site in accordance with the specifications and approved shop drawings.
- Include with each CM billing, a monthly construction management report to include a detailed description of work completed and showing the contract status. The monthly report will be prepared in a City approved format including color copies of (6) or more digital photographs with captions of work performed.
- Provide document control: process and file all project correspondence, reports, and drawings. Convert all received documents into a pdf format such as material tickets, etc. Upload all project documents in a timely manner to the City-provided secure FTP site (SFTP).
- Submit Consultant's Field Engineer Inspector's certified payroll documentation to the City's labor compliance consultant and to the California Department of Industrial Relations (DIR)
- Ensure that all T&M calculations are accurate, appropriate follow-up documentation is received, and that all documentation is neatly organized and filed, electronically for future audits.
- Follow the City-provided project manual detailing file management system, project forms, and procedures.
- Provide review of project consultant invoices for accuracy, when requested.
- The estimated cost for **Task 3 is \$36,264**. All work under this task will be performed on a Time and Material Fee. If the Consultant anticipates the actual work hours will exceed what he has scoped for Task 3, he shall first notify the City UCPM for approval to work extended hours or extend the services outlined under Task 3.

**Time and Material Fee, Task 3 (Not to Exceed): \$36,264**

**Task 4 – Project Management**

**Project Management shall at a minimum include the following services:**

- Conduct weekly progress meetings: schedule meetings with the Contractor, the City, and others as necessary and prepare and distribute meeting minutes.
- Provide appropriate responses and/or recommendations to submittals, RFIs, change orders and other project correspondences. Consult with the City and the City's consulting design engineer on all technical matters. Notify all parties of issues that might impact the critical path schedule. Negotiate all potential change orders and claims on behalf of the City, unless directed otherwise by the City.
- Provide a thorough review of the Contractor's progress pay application for accuracy, and comparison with the actual work completed. Make appropriate recommendations to the City on payment issues or work discrepancies. Route all documentation to the City for final approval.
- Collect and file final, unconditional releases from prime contractor's subcontractors and supplies.
- Conduct and coordinate preliminary and final walk-throughs for punch lists, start-up & testing, training and closeout measures.
- Provide any needed claim support through final resolution. Mitigate existing issues and resolve all future issues at the lowest level possible to avoid claims.
- Organize the pre-construction meeting with the City.
- Organize and facilitate a pre-construction Partnering Session with the bid awarded contractor to discuss any potential design related issues, preliminary requests for information or other items that might help expedite, ease or promote a positive construction start.
- Facilitate an intermediary Partnering Session; if at some point during construction it is deemed necessary.
- Monitor labor-compliance activities between prime contractor and the City's labor-compliance consultant.
- Monitor compliance with State Revolving Fund (SRF) requirements.
- Coordinate review of draft Operation & Maintenance (O&M) manuals with appropriate City Staff.
- Ensure final O&M manuals meet specifications, and include appropriate warranties.
- The estimated cost for **Task 4 is \$87,316**. All work under this task will be performed on a Time and Material Fee. If the Consultant anticipates the actual work hours will exceed what he has scoped for Task 4, he shall first notify the City UCPM for approval to work extended hours or extend the services outlined under Task 4.

**Time and Material Fee, Task 4 (Not to Exceed): \$87,316**



### **Task 5 – Additional Inspection Services**

**The Consultant shall retain the staff or sub-consultants to provide at a minimum the following specialized services for this recycled water project:**

- Geotechnical materials testing and professional services.
- Special Inspection services as required, such as welding, coating, lab & materials plant inspections; and testing of contaminated groundwater.
- The estimated cost for **Task 5 is \$80,000**. All work under this task will be performed on a Time and Material Fee. All rates and hours will be shown on the Consultants billings. The allowance for these specialized services is Not to Exceed, \$80,000. If the Consultant anticipates the actual costs for any required specialty inspections will exceed his anticipated scope for Task 5, he shall first notify the City UCPM for approval to continue those services or extend the time for those services.
- Please indicate the maximum markup rate for services provided by the sub-consultants.

Markup rate percentage: 5%

**Field Order Allowance Time and Material Fee, Task 5 (Not to Exceed): \$80,000**

**TOTAL Time and Material Fee for Tasks 1,2,3 4 &5 (Not to Exceed) \$623,988.00**

[Rates for Construction Management Team include all overhead of any type including but not limited to vehicle mileage, computers, computer software, printers, reproduction, prints, plotting and record mapping copies, digital cameras, digital video cameras, cell phones and cell phone service, broadband service, delivery service, mail, office supplies, technical reference materials, training, and personal protection equipment (PPE) including hard hats, safety boots, work gloves, safety glasses and other PPE, as required.]

**City of Escondido  
 Recycled Water Project  
 ESTIMATED STAFF HOURS FOR EACH TASK AND STAFF MEMBER**

Task	Task Description	Donnie Purscelley Resident Engineer/Inspector	Lisa Craig Construction Manager	West Coast Geotechnical Geotechnical & Special Inspection
<b>1</b>	<b>COORDINATION EFFORTS</b>			
1.1	Coordinate all special inspections	16	8	
1.2	Work with Public Relations consultant on community outreach efforts. Coordinate with contractor on resolving issues requiring immediate attention	16	24	
1.3	Coordinate, review & observe all equipment testing, the commissioning start-up process and placing the recycled water pipeline into service	16	24	
1.4	Coordinate with City Staff (COE Water Department/Collections Staff) on the major tie-ins and facility connections	16	24	
1.5	Provide the City Utilities Construction Project Manager (UCPM) Bi-monthly burn rate status for all construction management services	0	8	
	<b>Total Hours</b>	<b>64</b>	<b>88</b>	
	<b>Hourly Rate</b>	<b>\$138</b>	<b>\$155</b>	
	<b>Total Cost</b>	<b>\$8,832</b>	<b>\$13,640</b>	<b>\$22,472</b>
<b>2</b>	<b>INSPECTION REQUIREMENTS</b>			
2.1	Provide full-time inspection services throughout the	2,536	16	
2.2	Provide daily inspection reports and date stamped photos	32	8	
2.3	Monitor and ensure contractor's compliance with all requirements of project design specifications and drawings	24	80	
2.4	Monitor contractor's schedule, document progress and track work. Notify City as necessary of any issues, claims or deficient work notices	8	40	
2.5	Full review of any contractor provided Time and Material (T&M) sheets.	16	40	
2.6	Review all construction documents associated with the project including documents required from the construction contractor.	16	40	
	<b>Total Hours</b>	<b>2632</b>	<b>224</b>	
	<b>Hourly Rate</b>	<b>\$138</b>	<b>\$155</b>	
	<b>Total Cost</b>	<b>\$363,216</b>	<b>\$34,720</b>	<b>\$397,936</b>
<b>3</b>	<b>DOCUMENT CONTROL</b>			
3.1	Perform photographic documentation in digital format	24	2	
3.2	Update project red-line drawings	8	4	
3.3	Prepare daily field reports	28	2	
3.4	Observe and record all major materials delivery	8	4	
3.5	Monthly CM Report	8	20	
3.6	into PDF format and upload to City provided secure FTP site.	24	60	
3.7	Submit certified payroll documents to City consultant and DIR Website	8	8	
3.8	Review all T&M documentation	16	16	
3.9	Follow City provided project manual for filing	4	4	
	<b>Total Hours</b>	<b>128</b>	<b>120</b>	
	<b>Hourly Rate</b>	<b>\$138</b>	<b>\$155</b>	
	<b>Total Cost</b>	<b>\$17,664</b>	<b>\$18,600</b>	<b>\$36,264</b>
<b>4</b>	<b>PROJECT MANAGEMENT</b>			
4.1	Conduct weekly progress meetings	40	80	
4.2.a	Submittal review and processing	24	100	
4.2.b	RFI review	16	80	
4.2.c	Change order review and progressing	16	92	
4.3	Collect and file unconditional releases	0	4	
4.4	Preliminary and Final Walkthrough	16	16	
4.5	Provide claims support	4	8	
4.6	Preconstruction Meeting	8	8	
4.7	Partnering Session (Pre-Construction)	8	8	
4.8	Monitor labor compliance activities	8	8	
4.9	Monitor SRF requirements	8	8	
4.10	O&M Manuals	4	16	
	<b>Total Hours</b>	<b>152</b>	<b>428</b>	
	<b>Hourly Rate</b>	<b>\$138</b>	<b>\$155</b>	
	<b>Total Cost</b>	<b>\$20,976</b>	<b>\$66,340</b>	<b>\$87,316</b>
<b>5</b>	<b>COORDINATION EFFORTS</b>			
5.1	Geotechnical materials testing and professional services			
5.2	Special inspection services (i.e. welding)			
	<b>Total Cost</b>			<b>\$80,000</b>
	<b>Total Hours</b>	<b>2976</b>	<b>860</b>	<b>0</b>
	<b>Hourly Rate</b>	<b>\$138</b>	<b>\$155</b>	<b>TBD</b>
	<b>Total Cost</b>	<b>\$410,688</b>	<b>\$133,300</b>	<b>\$80,000</b>

**\$623,988**

### **Miscellaneous**

- **Total Services Fee (Not-To-Exceed) \$623,988.00**
- Work shall commence upon City providing notice to Consultant to commence work.
- Net 30 – Consultant will invoice City monthly as work progresses. Tasks can be fully paid only after the work for the task is complete, and will be due 30 days after the City's receipt of the invoice.

## Attachment B

### Personnel

<b>Name</b>	<b>Title</b>	<b>Role</b>
Lisa Craig, CCM	Senior Construction Manager	Construction Manager
Donnie Purscelley	Senior Field Inspector	Construction Field Inspector

RESOLUTION NO. 2018-116

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE, ON BEHALF OF THE CITY, A  
PUBLIC IMPROVEMENT AGREEMENT WITH  
SC VALLEY ENGINEERING, INC., FOR THE  
CONSTRUCTION OF THE RECYCLED WATER  
EASTERLY MAIN AND TANKS PROJECT

WHEREAS, the Escondido City Council authorized an invitation for bids for the construction of the Recycled Water Easterly Main and Tanks Project (the "Project"); and

WHEREAS, the Project is also known as the Blended RO Line Project – Package 2A & 2B; and

WHEREAS, the Project will construct a new recycled water pipeline, a new 350,000 gallon bolted steel reservoir and associated yard piping, fiber optic conduits, and convert the existing 1.2-million-gallon Hogback Reservoir to recycled water; and

WHEREAS, the City of Escondido opened sealed bids for the Project on August 9, 2018; and

WHEREAS, Utilities staff thoroughly reviewed the low bid submitted by SC Valley Engineering, Inc., and have determined that it is the lowest responsive and responsible bidder; and

WHEREAS, the Director of Utilities has determined SC Valley Engineering, Inc., to be the lowest responsive and responsible bidder and recommends awarding the bid in the amount of \$9,652,000 to SC Valley Engineering, Inc.; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award this contract to SC Valley Engineering, Inc.

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Director of Utilities.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Public Improvement Agreement (“Agreement”) with SC Valley Engineering, Inc. A copy of the Agreement is attached as Exhibit “A” and is incorporated by this reference.

## PUBLIC IMPROVEMENT AGREEMENT

This "Agreement", dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the County of SAN DIEGO, State of California, is by and between **THE CITY OF ESCONDIDO** (hereinafter referred to as "CITY"), and **SC VALLEY ENGINEERING, INC.** (hereinafter referred to as "CONTRACTOR").

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

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

### **RECYCLED WATER EASTERLY MAIN AND TANKS PROJECT (ALSO KNOWN AS BLENDED RO LINE PROJECT – PACKAGE 2A & 2B)**

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

3. CITY shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of Nine Million Six Hundred Fifty-Two Thousand Dollars (\$9,652,000).
4. The work shall be commenced on or before the twenty-first (21st) day after receiving the CITY'S Notice to Proceed and shall be completed within **four hundred eighty (480) calendar days** from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed





- (3) Any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project, except for liability resulting from the sole active negligence, or willful misconduct of the CITY.
- (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off City property.
- (c) Any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01), and updates or renewals, of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction, reconstruction, maintenance, and/or repair of the work under this Agreement.

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

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

- (1) Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation and the Errors and Omissions policies.
  - (2) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
  - (3) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- (f) In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within 14 days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. This Agreement is subject to California Public Contract Code Section 22300, which permits the substitution of securities for any monies withheld by the City under this Agreement, and permits the CONTRACTOR to have all payments of earned retentions by the City paid to an escrow agent at the expense of the CONTRACTOR.
  10. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
  11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Escondido City Council.
  12. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation.
  13. The terms "Project Documents" and/or "Contract Documents" where used, shall refer to those documents included in the definition set forth in the General Conditions made a part hereof.

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

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

By: \_\_\_\_\_  
Diane Halverson, City Clerk

By: \_\_\_\_\_  
Sam Abed, Mayor

APPROVED AS TO FORM:

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

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

**CONTRACTOR**

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

By: \_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(Second signature required only for corporation)

By: \_\_\_\_\_  
Signature\*\*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

(CORPORATE SEAL OF CONTRACTOR, if corporation)

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

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

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

## SECTION A-00610 - FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT,

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

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

### **RECYCLED WATER EASTERLY MAIN AND TANKS PROJECT (ALSO KNOWN AS BLENDED RO LINE PROJECT – PACKAGE 2A & 2B)**

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

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

PROVIDED, that

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

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

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone No.

(SEAL)

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

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

**SECTION A-00620 - LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENT,

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

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

**RECYCLED WATER EASTERLY MAIN AND TANKS PROJECT  
(ALSO KNOWN AS BLENDED RO LINE PROJECT – PACKAGE 2A & 2B)**

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

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

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone No.

(SEAL)

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

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

**SECTION A-00630 - CITY OF ESCONDIDO BUSINESS LICENSE**

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

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

City of Escondido Business License No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

Name of Licensee \_\_\_\_\_

\_\_\_\_\_



**SECTION A-00660 - WORKERS' COMPENSATION INSURANCE CERTIFICATE**

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Contractor

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

**SAMPLE NOTICE**  
**(REQUIRED UNDER GENERAL CONDITIONS, ARTICLE 6.1.B)**  
**TO THE PEOPLE ON THIS STREET:**

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

**RECYCLED WATER EASTERLY MAIN AND TANKS PROJECT**  
**(ALSO KNOWN AS BLENDED RO LINE PROJECT – PACKAGE 2A & 2B)**

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

We shall appreciate your cooperation in the following matters:

1. Please be alert when driving or walking in the construction area.
2. Tools, materials and equipment are attractive to children. For the safety of the children, please keep them away.
3. Please report all inconvenience to any of the following:
  - a. Foreman on the job. The name and phone number of the contractor are given below.
  - b. Construction Manager – Lisa Laszo at 858-229-1027
  - c. Public Relations – Vic Salazar at 619-517-4744
  - d. Utilities Field Inspector – Sam Lopez 442-777-8842.

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

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

## CITY COUNCIL STAFF REPORT

**Current Business Item No. 17**

**September 19, 2018**

**File No. 0910-10**

**SUBJECT:** Budget Adjustment and Loan to the California Center for the Arts, Escondido

**DEPARTMENT:** City Manager's Office

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2018-146 approving budget adjustment to facilitate a \$261,500 loan from the City's Public Facilities Fund to the California Center for the Arts, Escondido (CCAЕ) for financing a new sound system in the CCAЕ Concert Hall.

**FISCAL ANALYSIS:**

The CCAЕ is requesting a loan in order to refinance the recent purchase of a new sound system. The loan will be repaid by the CCAЕ in monthly installments through a city-approved promissory note over 5 years at an interest rate of 2.598%, which is 1% above the City's 2018 Average Portfolio Interest Yield. The loan would be repaid by the CCAЕ and secured with a \$1,000,000 Trust Fund managed by the CCAЕ. The Public Facilities Fund currently has funds earmarked for the Public Works Yard Relocation that would provide the resources for this loan through the proposed budget adjustment.

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

This item aligns with the Action Plan's Fiscal Management Priority Area Strategy #12: "Identify cost-reducing and revenue-generating opportunities." The financial arrangement would constitute a revenue savings for the City-supported CCAЕ to secure a loan with a more favorable interest rate, and generate revenue for the City.

**PREVIOUS ACTION:**

None

**BACKGROUND / DISCUSSION:**

The CCAЕ Concert Hall sound system had not been replaced since it was first installed in 1995. The components were outdated, failing, and not compatible the demands of many of the acts that are both booked by the Center or Concert Hall renters. While the sound system is considered a permanent fixture of the CCAЕ and the City's responsibility to maintain, the CCAЕ acknowledges the limited resources available from the City. The sound system is a feature that the CCAЕ has an opportunity to lease for many shows in the Concert Hall, thereby generating necessary revenue to repay the loan. A new sound system was purchased through a conventional loan with a local bank and installed last month. The interest rate on the commercial loan was 5.5%. The City loan would lower the cost for the

Budget Adjustment and Loan to the California Center for the Arts, Escondido  
September 19, 2018  
Page 2

CCAIE and allow the City to earn additional interest on its funds. The CCAIE leases the necessary sound equipment for many shows, which is reimbursed by the proceeds from those events. In recognition of the City and CCAIE partnership, this opportunity to collaborate with the CCAIE is a demonstration of the City's continued support and recognizes the need for an updated sound system to secure top quality talent and ensure enjoyable experiences at Concert Hall events.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Jay Petrek*, Assistant City Manager  
9/12/2018 5:22 p.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No. 2018-146



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: September 19, 2018
Department: City Manager
Division:
Project/Budget Manager: Jay Petrek 4651
Name Extension
Council Date (if applicable): September 19, 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 entries for Public Works Yard Relocation and Interest on Loans/Advances.

Explanation of Request:

To reduce the Public Works Yard project budget to have available fund balance to loan to the CCAE for sound equipment and budget anticipated interest for fiscal year 2019.

APPROVALS

Signatures and dates for Jay Petrek (City Manager) and Judith Low (City Clerk) dated 9/12/2018.

Distribution (after approval): Original: Finance

RESOLUTION NO. 2018-146

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING A LOAN FROM THE PUBLIC  
FACILITIES FUND TO THE CALIFORNIA  
CENTER FOR THE ARTS, ESCONDIDO FOR  
THE PURCHASE OF A CONCERT HALL  
SOUND SYSTEM

WHEREAS, the The California Center for the Arts, Escondido (CCAЕ) facility opened in 1995 and included a sound system in the Concert Hall that had not been replaced since the facility's opening date; and

WHEREAS, the Concert Hall sound system components were outdated, failing, and not compatible with the demands of many of the acts that are both booked by the Center or Concert Hall renters; and

WHEREAS, the sound system is considered a permanent fixture of the CCAЕ facility that the City is responsible for maintaining and upgrading; and

WHEREAS, the CCAЕ Board of Directors who manages the CCAЕ purchased a new sound system for the Concert Hall through a conventional loan that is leased for many shows in order to repay the loan; and

WHEREAS, this City Council desires at this time, and deems it to be in the best public interest, to loan the CCAЕ funds for the purchase of the Concert Hall sound system to be repaid by the CCAЕ and secured with a \$1,000,000 Trust Fund maintained by the CCAЕ.

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 Concert Hall sound system shall be funded by a loan from the Public Facilities Fund in the amount of \$261,500.  
  
2. That the loan shall be repaid by the CCAE amortized over a period of five years with monthly installments including principal and interest commencing on October 15, 2018. Such repayment shall at a fixed interest rate of 2.598%, which is 1% above the City's 2018 Average Portfolio Interest Yield.
  
3. That the City Manager is authorized to execute, on behalf of the City, all documents necessary to effectuate the loan and promissory note as approved by the City Attorney.



## **FUTURE CITY COUNCIL AGENDA ITEMS**

**Updated September 10, 2018**

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

**September 26, 2018**  
**NO MEETING (ICMA Conference)**

**October 3, 2018**  
**4:00 p.m. Town Hall Meeting**



# Weekly Activity Report



September 13, 2018

## FEATURED THIS WEEK

### Exciting New Ramp at Escondido Skate Park

The Escondido Skate Park, located in Kit Carson Park, recently renovated an existing skate ramp and installed a new and improved jump box feature. Staff worked with former professional skateboarder and skate park designer, Kanten Russell to discuss recommendations on the redesign. The new feature offers a new experience for our users and improves the flow of the skate park. It has already become the favorite ramp for riders of all wheel action sports, and adds a new dynamic for competitions and events.



### New Welcome Signage

New graphics welcoming residents and visitors to Escondido started rolling out this week. Keep an eye out for them on the California Center for the Arts, Lexus, and Westfield digital signs.



## **The Escondido Creek Conservancy Awarded Major Grant to Improve Reidy Creek**

The Conservancy has been awarded \$380,873 by the California Department of Fish and Wildlife to implement the Reidy Creek Restoration and Beautification Project. The project is a partnership of the Conservancy, the City of Escondido, and the private property owners along the creek. The grant provides funding to remove invasive exotic trees and plants from the creek, as well as clean up and prevent trash and pollution on a large scale.

## **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.

### **Commercial / Office:**

1. Escondido Research and Technology Center (ERTC) – West (Developer: James McCann) 2181 Citracado Parkway – 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. A second grading plan check was submitted by the applicant on April 16, 2018, and the grading permit is ready to be issued once bonds are posted and fees paid. The Building Division provided the applicant a fee calculation for the development impact fees on July 11, 2018. Planning is awaiting information from the applicant that assures adequate parking is provided.
2. Ritz Theater “The Grand” (Developer: New Venture Church) 301, 309 E. Grand Avenue – A proposed CUP to renovate the existing Ritz Theater and adjacent commercial building to provide for a variety of assembly uses including performing arts and religious services. A café, offices and classroom studios are also included. The application was submitted on May 17, 2018. The applicant submitted revised plans on July 3, 2018. The Historic Preservation Commission considered historic-related design issues on July 19, 2018, and provided direction to the applicant. Planning provided comments from all departments to the applicant on July 31, 2018. The applicant requested expedited processing through the Business Enhancement Zone regulations at a City Council Economic Development Subcommittee meeting on August 9, 2018. That request was granted and the application will now proceed directly to the City Council following CEQA clearance and resolution of the remaining issues. A meeting with Fire and Utilities occurred last week to discuss water supply and sewer service issues. First draft environmental documents are expected to be submitted to Planning this week.

### **Industrial**

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – Updated building plans were resubmitted into plan check on July 24, 2018. Esgil and Fire have approved the plans. Planning and Engineering comments are pending. The final map is scheduled to be considered by City Council on September 19, 2018. All fees have been paid to Engineering and bonds have now been posted.

2. Citracado Business Park (Developer: Dent Properties) 2207 Harmony Grove Road – A proposed specific plan for two industrial warehouse/office buildings (145,930 SF and 125,930 SF) with the buildings to be separated by the future extension of Citracado Parkway. The application was submitted on August 14, 2018. All departments are now conducting their initial review and comments are expected to be issued this week. SDG&E has provided comments regarding the high voltage power lines that traverse the site.

### **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 engineering services on April 4, 2018. A project design kick-off meeting occurred on June 13, 2018. A Request for Qualifications to solicit a Design/Build firm was released the first week of September.
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. 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 June 25, 2018. Draft environmental documents were submitted to Planning the second week of August and comments on those documents were returned to the applicant on August 29, 2018. The applicant and Planning staff discussed the comments on September 12, 2018. Revised documents are expected soon.

### **Residential**

1. 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>

It is expected the responses to comments will generate related revisions to the project design. The applicant's engineer is currently working to incorporate those revisions into the proposed tentative map. The project engineer met with Utilities, Engineering and Planning on August 15, 2018 to discuss some of the proposed revisions.

2. 18 lots at 701 San Pasqual Valley Rd (Developer: Bob Stewart) – Staff comments on the revised tentative map were issued the last week of July 2017. Planning staff met with the applicant on June 27, 2018 to discuss remaining issues. The applicant has occasionally engaged in discussions with various departments since that time, but has declined a staff offer to schedule a comprehensive meeting with all city departments.
3. 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. 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 agreed to review construction plans for the project while the lawsuit is pending. The applicant submitted rough grading plans, drainage improvement plans and utility relocation plans for all three villages on May 7, 2018. There have been three rounds of plan checks on the rough grading plans since the original submittal and a permit-ready letter for rough grading was issued on August 31, 2018 and revised on September 4, 2018. Landscape plans were submitted on June 5, 2018. The applicant submitted the final map and other improvement plans on July 9, 2018. Additional comments on the improvement plans, utility location plans, storm drain plans and all technical studies were provided by Engineering on September 11, 2018.

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>

5. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. –The City Council approved the project on January 10, 2018. The LAFCO application for annexation was submitted to LAFCO on February 20, 2018. LAFCO has prepared and distributed a draft staff report, and the County Department of Environmental Health has reviewed the submitted geotechnical data per LAFCO request. LAFCO has indicated they will schedule a hearing on the annexation for October 1, 2018. Final engineering plans were submitted on May 24, 2018. Comments were returned to the applicant on July 5, 2018.
6. Aspire (106 condo units on Municipal Lot 1) (Developer: Addison Garza, Touchstone Communities) – The proposal consists of a six-story mixed-use development across from City Hall 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 the most recent resubmittal of the project plans was received on May 10, 2018. Fire is awaiting confirmation that Maple Street will support the weight of their apparatus. A Traffic Impact Analysis has been provided and Planning is awaiting submittal of the rest of the environmental documentation for review. A meeting with the applicant occurred on September 12, 2018, to discuss remaining project issues.

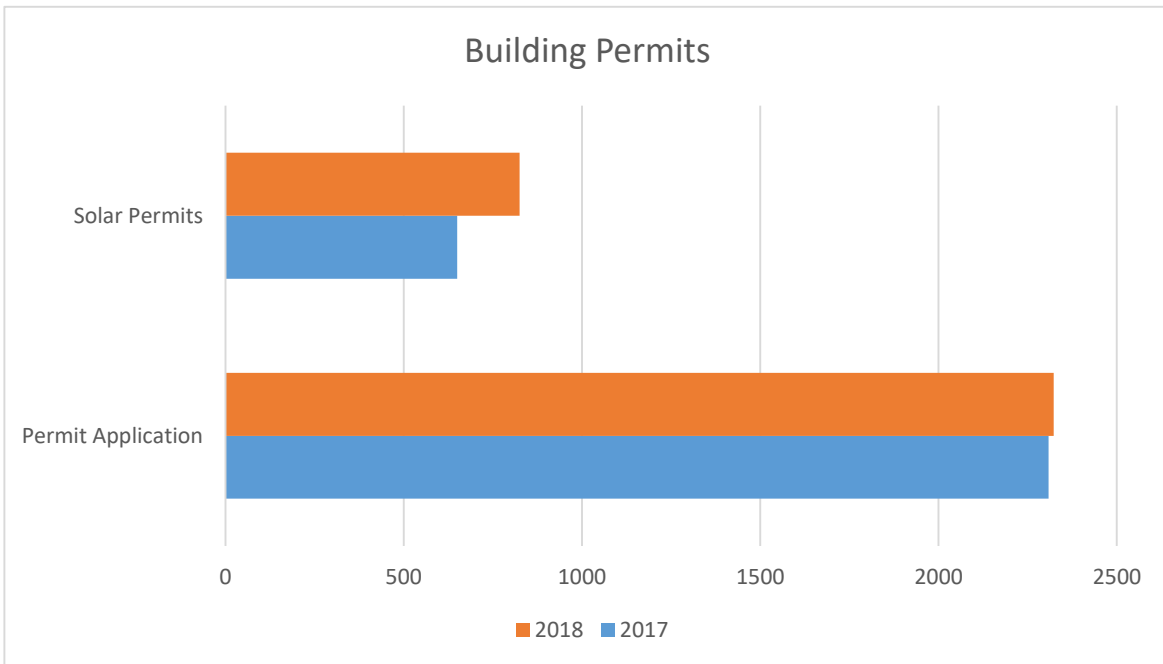
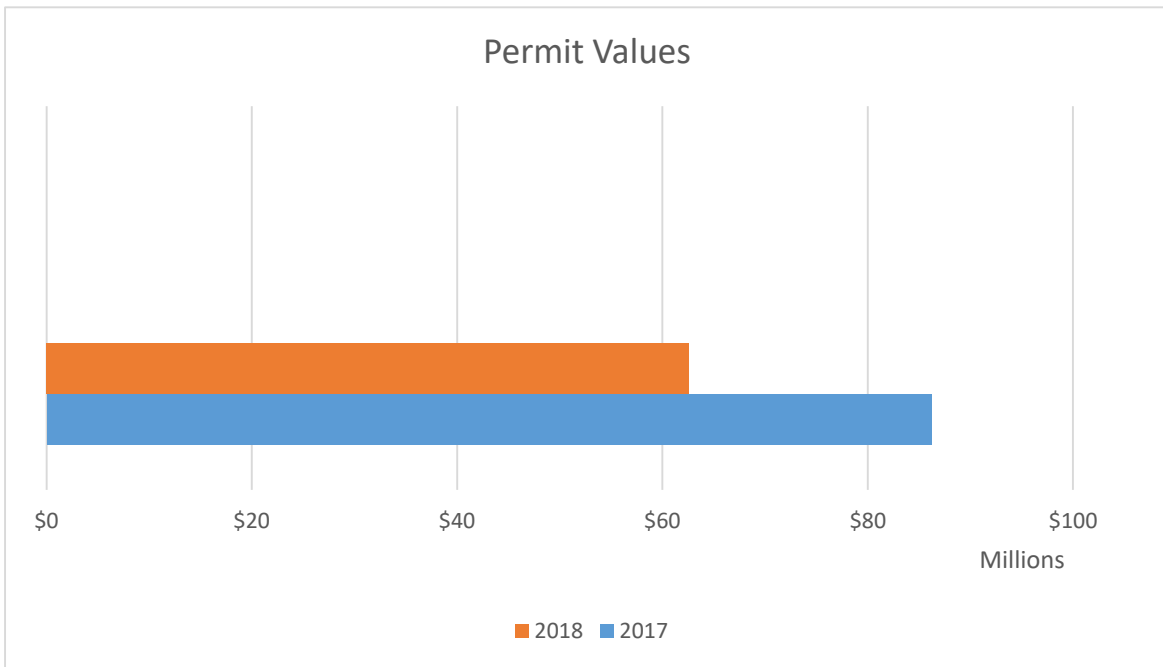
7. The Ivy (95 condo units at 343 E. 2nd) (Developer: Addison Garza, Touchstone Communities) - The condo project was initially submitted for entitlement processing on June 23, 2017. Subsequent meetings with the applicant and staff have been on-going, and the most recent resubmittal of the project plans was received on May 10, 2018. The applicant has proposed changing circulation through the adjacent alley to one-way southbound; and a field demonstration of fire truck turning radii at the site occurred on May 2, 2018. Fire has now indicated they support the project design. An environmental initial study and Draft Mitigated Negative Declaration (MND) were submitted for review on June 11, 2018. Comments on the MND were sent to the applicant and consultant on July 30, 2018. Planning met with the applicant and consultant to discuss the comments on August 9, 2018. A meeting with the applicant occurred on September 12, 2018, to discuss remaining project issues.
8. 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. Several follow-up meetings with staff were held to discuss issues regarding the project design and revised plans were submitted in early April, and most recently on August 10, 2018. Outstanding issues include guest parking, drainage, additional fire hydrant and an ambulance turnaround.
9. 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. Four 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 July 12, 2018. Utilities conducted a fire flow test at the site on June 26, 2018. An updated constraints map was received from the applicant on September 10, 2018. Staff met the following day to discuss and provide comments. Fire and Utilities are requesting adjustments to the proposed hydrant locations for access and to avoid sewer conflicts.
10. 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. Requested information includes annexation exhibits, proposed general plan amendment text, a proposed Transfer of Development Rights Program, environmental initial study, and a fiscal impact analysis. Planning met with the applicant on May 17, 2018 to discuss items listed in the letter. A follow-up meeting to discuss engineering issues occurred on June 27, 2018. The applicant met with Escondido Fire and Valley Center Fire on August 1, 2018 to discuss fire protection issues. Significant fire-related issues to be addressed include the steepness of the project entry road, secondary emergency access and Fire Department response times.

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](#)

11. Nutmeg Condo General Plan Amendment (Developer: Jim Simmons, CCI) 137 townhome condo units on 7.7 acres on both sides of Nutmeg between I-15 and Centre City Parkway – This proposed multi-family residential development includes a GPA from Office to Urban III (up to 18 du/acre) as well as a vacation of approximately one acre of public right-of-way for use in the project. The project application was received on June 15, 2018. Comments from Planning, Fire, Engineering, Utilities and Traffic Engineering were provided to the applicant on July 13, 2018. A follow-up meeting with the applicant to discuss the comments occurred on July 31, 2018. Engineering has indicated that a specific alignment plan will be required to address the street radius on Nutmeg in the vicinity of the project. Fire has identified some access issues that need to be addressed as well. Based on a preliminary environmental study of the project, it has been determined that an Environmental Impact Report will be prepared to support the project. A Notice of Preparation was sent out on August 29, 2018, and a Scoping Meeting occurred on September 6, 2018.
12. Oak Creek (Builder: KB Homes) 65 single-family residential lots on approximately 44 acres at Felicita Road and Hamilton Lane – This planned residential development project was originally approved by the City Council in March of 2015, and a three-year extension of time was recently granted. The original developer, New Urban West, has secured permits from CDFW, ACOE and RWQCB. Grading, drainage and storm water management plans were submitted for first plan check on July 25, 2018. The new builder (KB Homes) has filed a modification to the Precise Development Plan to revise the architecture and reduce the size of the homes. Fire and Engineering issued comments on the rough grading plan on September 4, 2018.
13. Mercado 3-Story Mixed Use Building (Developer: Curtis Lively) 5 residences and 2 commercial suites on 0.14-acre at 510 W. 2<sup>nd</sup> Avenue – A Plot Plan for five two-story residential units on top of 2,375 SF of commercial floor area and a parking garage was submitted July 13, 2018. Staff review comments were provided to the applicant who then submitted revised plans. A water main extension north from Third Avenue will be required to serve the project.
14. 555 West Grand Mixed-Use Building (Developer: Ed McCoy) 32 condo units in three floors over a parking garage – This 32-unit mixed-use development with 610 SF of office/flex space was submitted as a planned development application on August 27, 2018. The project is seeking a reduction in parking and open space standards. All departments are now conducting their initial review. Initial comments will include the need to upsize the existing water main in Quince Street from Valley Parkway to the project site.
15. Accessory Dwelling Units – Planning staff is currently working on nine applications for accessory dwelling units. 17 accessory dwelling units have been approved so far this year. Three accessory dwelling units were approved last year.

**Building Division:**



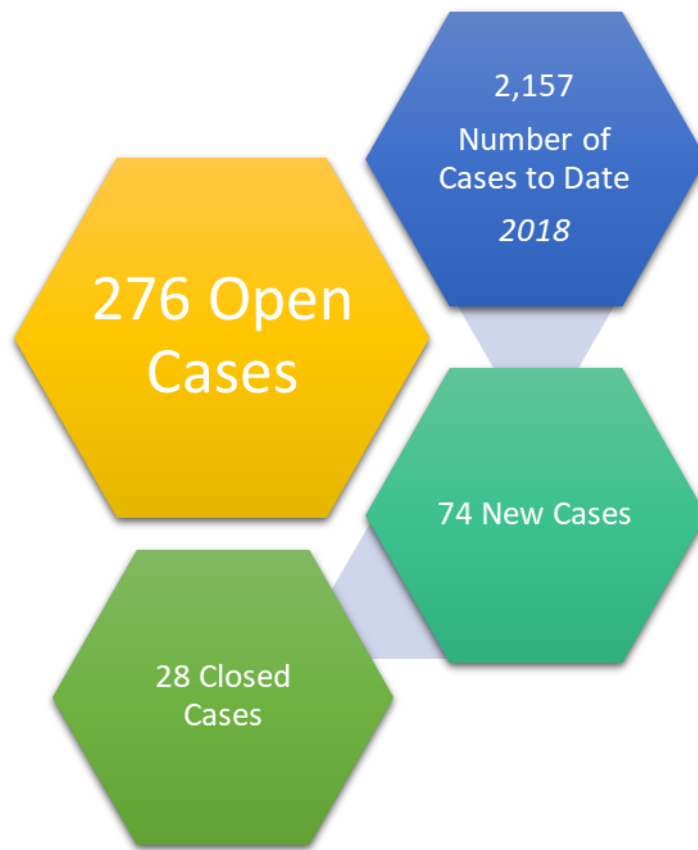
1. The Building Division issued 85 permits (including a record 47 solar photovoltaic) with a total valuation of \$292,332.
2. Our building inspectors responded to 181 inspection requests and 163 customers visited the Building counter during the week.
3. The Meadowbrook three-story apartment building with underground garage at 2081 Garden Valley Glen is preparing the building for final inspection. Building inspected the fire

stopping in the lobby on August 2, 2018. Cabinetry installation is ongoing. *No Change from the previous.*

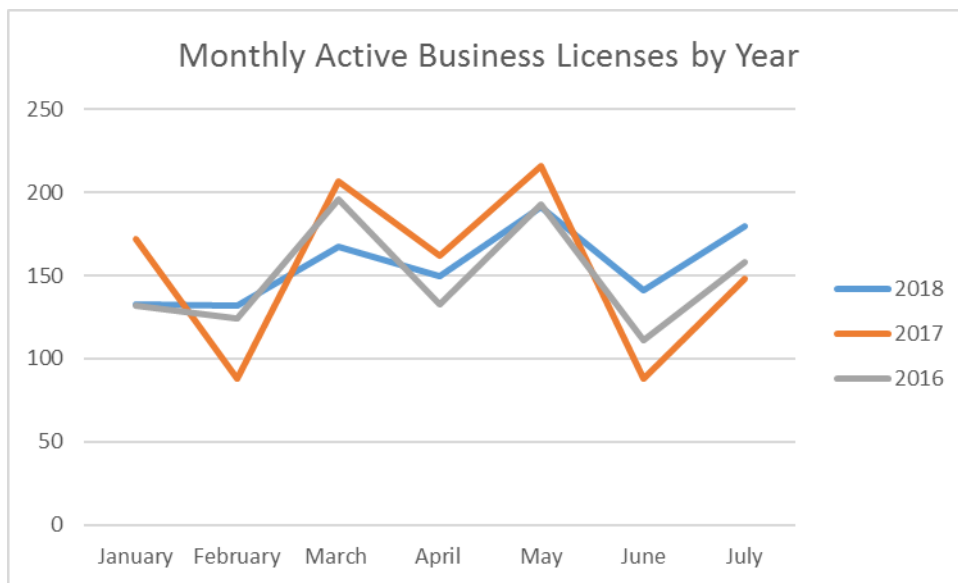
4. The Westminster Seminary at 1725 Bear Valley Pkwy so far has received final inspection approval for all buildings except for Buildings B, G and H.
5. The Emanuel Faith Church at 639 E 17<sup>th</sup> Ave is preparing for final inspection. A 30-day Temporary Certificate of Occupancy has been issued.
6. Roof mounted A/C units are being installed at the Veterans Village project at 1540 S Escondido Blvd. *No Change from the previous.*
7. Centre City Shopping Center (Centre City Parkway/Mission Avenue) - Drywall installation has been inspected and approved for the new carwash business in the southernmost building. Interior tenant improvement permits were issued and underground plumbing has been inspected for the new Yoshinoya restaurant in the center building. Interior tenant improvement permits were issued for the new Habit Burger and Stanton Optical in the northern building. Underground plumbing has been inspected in that building as well.
8. The Latitude 2 apartment project at 650 Center City Pkwy is currently going through inspections on all buildings for rough framing, drywall and exterior lath.
9. The new two story church sanctuary building at 1864 N Broadway has completed the slab, roof sheathing and exterior lath.
10. The 212,000 SF industrial shell building at 2005 Harmony Grove has received final inspection approval from Building. Engineering approval is pending for issuance of the Certificate of Occupancy. *No Change from the previous.*
11. The new 63-unit condominium project, Citron, at 2516 S Escondido Blvd has received foundation approval for Buildings 4, 5, 9 and 10 and roof sheathing approval for Buildings 2 and 3.
12. The new 105 room hotel at 200 La Terraza is requesting rough framing inspection of the 2nd floor framing and first floor drywall.
13. The 4 story, 102,774 sf storage building at 222 W Mission Ave has received inspection approval for the first and second floor exterior framing.
14. The new five-story storage building at 852 Metcalf St has foundation piers, interior foundations and elevator footings inspection approval.
15. The new Gateway Grand 126-unit apartment project at 700 W. Grand Ave. has received underground plumbing inspection and inspections for temporary electrical service. The foundation is being prepared for inspection. *No Change from the previous*

## **Code Enforcement**





**Business Licenses**



**Graffiti Restitution**

Collected This Week	Collected Year to Date
\$130	\$7,407.17

## ENGINEERING

### Capital Improvements

#### **Valley Pkwy/Valley Center Road Widening Project: Calendar Day 285**

The traffic signal contractor is scheduling the relocation of the traffic signal pole located on the Northeast corner of Valley Center Road and Lake Wohlford Road next week. The effected traffic signal will be out of service for a period of up to 6 hours. During that time, a 3-way stop will go into effect. Electronic message boards will be in place 72 hours in advance to notify local residences of the traffic signal outage. The landscape contractor is continuing with the installation and testing of the irrigation system along the West side of the project. The East side water service has been completed allowing for the testing and completion of the remaining system. The prime contractor is preparing for the installation of all remaining concrete median island improvement along the project limits. The construction requires the reduction of travel lanes during day time hours.

#### **Transit Center Pedestrian Bridge Project**

*No changes from that reported last week:* Transit Center Pedestrian Bridge and Spruce Street Channel Improvement Project is moving forward with 100% design. Resource agency permits from the Regional Water Board and Fish & Wildlife have been obtained and the City is now pursuing a final Permit from the Army Corps. Negotiations of drainage/wall easements and TCEs with property owners are underway.

#### **Missing Link Project**

The traffic signal contractor has constructed the foundations for the new Woodward/Broadway traffic signal poles. The traffic signal poles as well as the metal pedestrian bridge elements are not expected to be delivered to the site until late October. During this period, there will not be much construction activity on the project.

#### **Public Service Agreement: Maintenance Yard Groundwater Monitoring Well Destruction**

The City has solicited bids for the destruction of 14 groundwater monitoring wells located within the Public Works Maintenance Yard. The apparent low bid was \$33,680.00 for the project. The bid will be awarded after review of the project documents by the attorney's office.

## PRIVATE DEVELOPMENT

#### **Centre City Shopping Center**

Construction of the offsite improvements along Centre City Parkway began on Tuesday September 11. The work includes widening of the roadway and lengthening the turn pockets for both North and South Centre City Parkway. This work is expected to be completed this week with final paving scheduled for next week during a night time operation. The project is located at 425 W. Mission Avenue.

#### **Tract 932 - Canyon Grove Shea Homes Community**

*No change from that reported last week.* 9 new homes are being released for occupancy this week.

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

Curb and gutter has been formed along Centre City Parkway and Washington Avenue with placement to be later this week.

**Exeter Industrial Park**

The contractor is working with the local water district to remove two water service lateral this week. week. The offsite improvement is being interrupted due to the discovery of an unmarked 16" ductile iron reclaimed water main found while drilling for the traffic signal foundation. The project team is working on a solution for relocating the signal foundation to a minimum of 5' clearance of the discovered line. The lead time for reordering a longer mast arm is 16 weeks. The project is located at 2005 Harmony Grove Road and is 5.4 acres in size.

**Citron Project**

*No change from that reported last week.* Offsite public improvements along Cranston Avenue were started with the installation of the concrete curb and gutter. This is a 65-unit condo project located at 2516 S. Escondido Boulevard.

**Gateway Project**

*No change from that reported last week.* The contractor is working on site constructing bio retention basins. The project is located at 700 W. Grand Avenue, the previous site of Escondido Police Department.

**Emanuel Faith Church**

The installation of the new traffic signals was completed on Saturday September 8<sup>th</sup>.

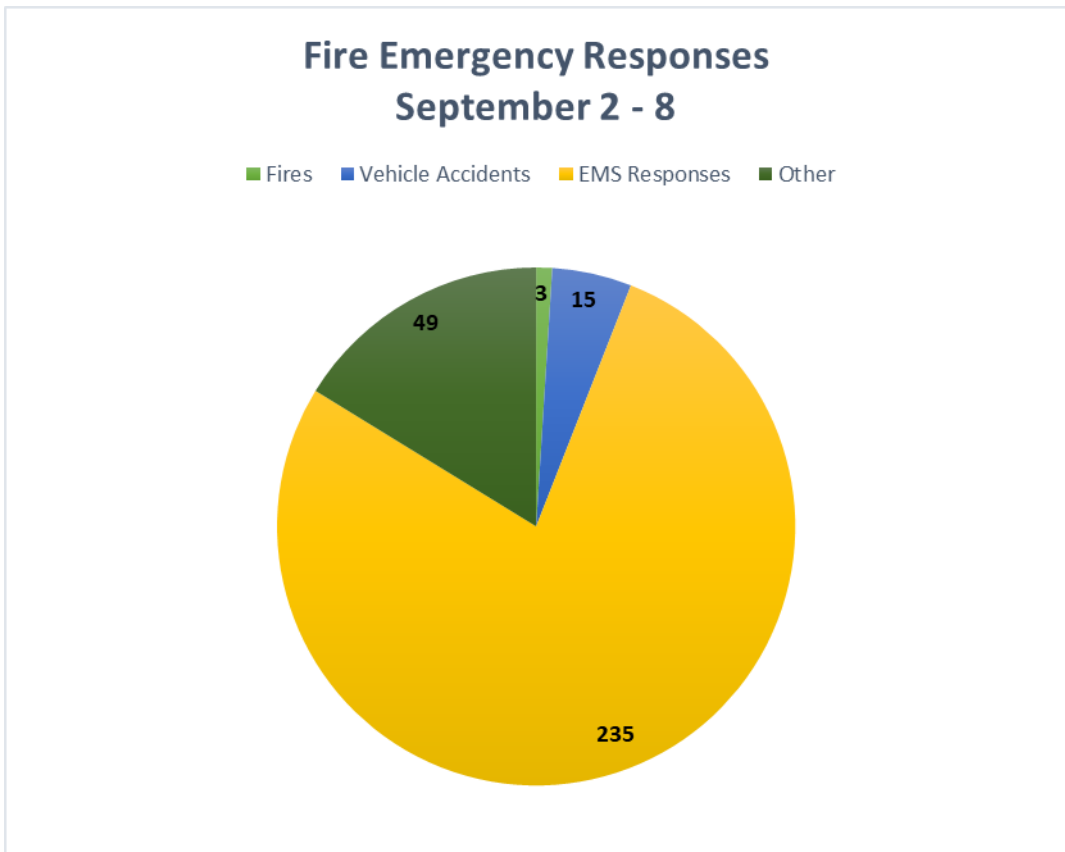
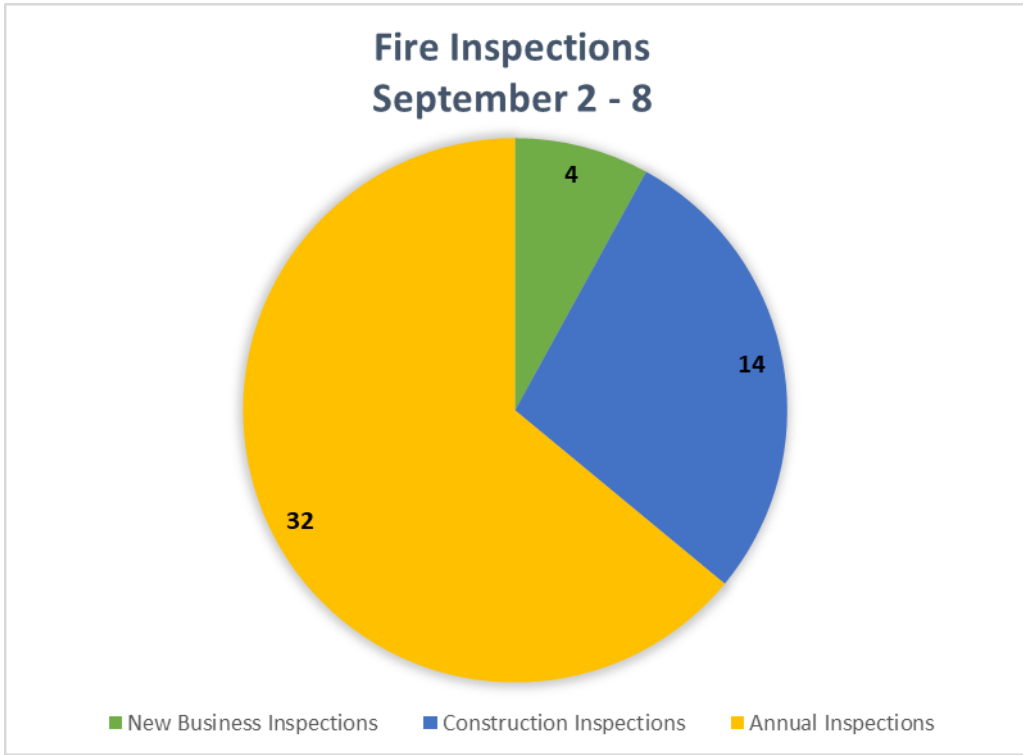
**Lincoln Rock Apartments**

*No changes from that reported last week:* The construction of the retaining wall along the freeway frontage has been completed. The wall is a design element for the construction of the bio retention basin. Testing of the new water line has started this week. The project is located at the Southwest corner of Rock Springs Road and Lincoln Avenue.

**KB Homes**

Final water treatment elements are being constructed along the Vista Avenue improvements this week. The developer has begun to construct all remaining house foundation within the project.

**FIRE**



Total Emergency Responses (Year To Date)	11,148
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## News

- The Annual Fire Truck/Hero Night at Cruisin' Grand Escondido was held on Friday, September 7th! In remembrance of 9/11, a piece of steel recovered from the World Trade Center was on display at the corner of Grand & Broadway. There was an amazing fire and police vehicle display and people were able to ride on restored fire engines. The flag was raised over Grand & Broadway at 6 p.m. followed by a first responder vehicle parade at 7 p.m.



- The 2018 San Diego Memorial Stair Climb took place in Saturday, September 8<sup>th</sup> at 8a at the San Diego Hilton Bayfront! Division Chief Holcomb, Firefighter Paramedic San Nicolas and Engineer Polito and his family all volunteered their time to honor their fallen heroes who gave the ultimate sacrifice on 9/11/01. The day consisted of climbing 110 flights of stairs, refreshing beers, delicious food, live entertainment and supporting fellow Firefighters!



- On Wednesday, September 5<sup>th</sup> The City of Escondido Fire Department Support Volunteers held a meeting with Battalion Chief Sargis in which they pinned volunteer, Steve Palmer.



### **Mutual Aid Updates**

- On Thursday, August 23<sup>rd</sup> The City of Escondido Fire Department deployed Captain Miller to the Mendocino Complex Incident as a Base Camp Manager. He returned home safely on Friday, September 7<sup>th</sup>.

### **2018 Fire Season Statistics**

From June to date:

- Escondido sent resources and personnel to assist with 17 different Fires state-wide
  - Engine Crews deployed 14 times
  - Overhead (Single personnel in incident management positions) deployed 16 times
    - In total we have had 37 different personnel deployed on Engine and Overhead assignments
- The average deployment time: 7.5 days

### **POLICE**

#### **INCIDENTS:**

- On 9-2-2018, Officer Gimenez attempted to stop a vehicle for a traffic violation in the area of Valley Pkwy and Date St. The driver did not yield and drove in a manner that demonstrated a wanton disregard for the safety of others. The suspect drove to the dead end of El Ku Ave, yielded, and was taken into custody without incident. After an investigation it was determined the driver was driving under the influence of Marijuana. The driver was arrested for driving under the influence and evading and booked into the Vista Detention Facility.
- On 9-3-2018, Officer Rivera spotted a stolen vehicle in the area of Park Ave. and Broadway St. A high risk stop was conducted and the driver was taken into custody

without incident and booked into the Vista Detention Facility for possession of a stolen vehicle.

- On 9-3-2018, Officer Larsen saw a vehicle driving the wrong way in the area of 2nd Ave at Maple St. Officer Larsen attempted to make a traffic enforcement stop on the vehicle. The driver failed to yield and evaded Officer Larsen. After a brief vehicle pursuit, the suspect ran from the vehicle and ran towards the Flood Control Channel at Juniper St. Officers pursued the suspect and took him into custody with a minor use of force. The suspect was booked into the Vista Detention Facility for evading.
- On 9-5-2018, officers contacted two subjects in Kit Carson Park after the park was closed. During the investigation, a search of their vehicle was conducted. Inside the vehicle the officers located a loaded .45 caliber handgun which had been reported stolen out of New Mexico. Both subject were taken into custody.
- On 09/07/18 at 2249 hours, Escondido Police and Escondido Fire responded to a report of a vehicle collision involving a bicyclist. The bicyclist is a 14-year-old San Pasqual High School Student. The vehicle collided with the bicyclist, the juvenile was thrown from his bicycle, struck the windshield of the vehicle and thrown forward in the path of the vehicle. The juvenile was struck a second time by the vehicle but this time he was pinned under the vehicle. Escondido Fire Department used airbags to lift the vehicle and free the juvenile. The juvenile suffered significant burns to his torso and legs and lacerations to the left side of his head and torso. The juvenile was taken to Children's Hospital for his initial injuries and later transferred to the UCSD burn unit. Upon our last check he was still in critical condition.

### **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.

- 6 arrests were made
- 10 citations were issued

### **EVENTS:**

- Captain Murphy presented Officers Larsen, Orr and Muncy (not pictured) their numbered badge to celebrate their successful completion of probation.



###