



JANUARY 23, 2019
CITY COUNCIL CHAMBERS
3:30 P.M. Closed Session; 4:30 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	Paul McNamara
DEPUTY MAYOR	Consuelo Martinez
COUNCIL MEMBERS	Olga Diaz John Masson Michael Morasco
CITY MANAGER	Jeffrey Epp
CITY CLERK	Zack Beck
CITY ATTORNEY	Michael McGuinness
DIRECTOR OF COMMUNITY DEVELOPMENT	Bill Martin
DIRECTOR OF ENGINEERING SERVICES	Julie Procopio

ELECTRONIC MEDIA:

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

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

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

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



Council Meeting Agenda

**January 23, 2019
3:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

ROLL CALL: Diaz, Martinez, Masson, Morasco, McNamara

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:** Kamps v. City of Escondido
Case No: 37-2017-00030162-CU-BC-CTL
- II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** Horse Arena, 3400 Valley Center Road
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Sergio Contreras, President, Association de Charros de El Caballo Park
Under Negotiation: Lease Renewal Terms
- III. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))**
- a. **Case Name:** Michael Lowry v. City of Escondido
Case No: 17-130248

ADJOURNMENT



Council Meeting Agenda

**January 23, 2019
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, Martinez, Masson, Morasco, McNamara

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)

Request the City Council approve the City Council, Successor Agency, and Housing Successor Agency warrant numbers:

- 326540 – 326828 dated January 9, 2019

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

3. APPROVAL OF MINUTES: None Scheduled

4. DONATION OF TWO SURPLUS AMBULANCES -

Request the City Council approve the donation of two retired Ford ambulance vehicles to the Crown Firecoach Enthusiasts, Southern California Chapter.

Staff Recommendation: **Approval (City Manager's Office: William Wolfe)**

5. WILL EISNER GRAPHIC NOVEL GRANT APPLICATION AND BUDGET ADJUSTMENT -

Request the City Council approve authorizing the Director of Communications and Community Services or her designee, to complete an application for \$4,000 from the 2019 Will Eisner Graphic Novel Grant for Libraries; execute grant documents on behalf of the City; and approve the necessary budget adjustment to receive, track, and spend these grant funds.

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

RESOLUTION NO. 2019-08

6. CALIFORNIA LIBRARY LITERACY SERVICES FAMILIES FOR LITERACY GRANT APPLICATION AND BUDGET ADJUSTMENT -

Request the City Council approve authorizing the Director of Communications and Community Services or her designee, to complete an application for \$60,000 from the California Library Literacy Services Families for Literacy Grant; execute grant documents on behalf of the City; and approve the necessary budget adjustment to receive, track, and spend these grant funds.

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

RESOLUTION NO. 2019-09

7. PUBLIC SERVICES AGREEMENT WITH BLUE HERON CONSULTING TO PROVIDE UTILITY BILLING SOFTWARE CONSULTING SERVICES AND BUDGET ADJUSTMENT -

Request the City Council approve authorizing the Deputy City Manager/Administrative Services to enter into a Public Services Agreement with Blue Heron Consulting and approve the budget adjustment for \$95,000 for Utility Billing software consulting services.

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

RESOLUTION NO. 2019-16

8. RESOLUTION TO OPPOSE OFFSHORE OIL DRILLING -

Request the City Council consider for approval a resolution to oppose offshore oil drilling in southern California coastal waters.

Staff Recommendation: **Consider for Approval (City Manager's Office: William Wolfe)**

RESOLUTION NO. 2019-20

9. ACTIVE TRANSPORTATION PROGRAM GRANT APPLICATIONS - REGIONAL COMPETITION

Request the City Council approve authorizing two applications to SANDAG as part of the Regional Competition of the Statewide Active Transportation Program (ATP) as well as authorize these projects to participate in a SANDAG TransNet/ATP funding exchange if funds are recommended on a regional basis and are available; authorize the Director of Engineering Services or her designee to complete a grant to fund the Escondido Creek Trail Transit Center Bicycle Path Improvements Project; and authorize the Director of Community Development or his designee to complete a grant to fund the Escondido Comprehensive Active Transportation Strategy Plan.

Staff Recommendation: **Approval (Community Development Department: Bill Martin and Engineering Services Department: Julie Procopio)**

A) RESOLUTION NO. 2019-23 B) RESOLUTION NO. 2019-24

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

10. CITY COUNCIL 2017-2018 ACTION PLAN UPDATE AND FINAL REVIEW -

Request the City Council review the 2017-2018 Council Action Plan and provide input regarding the status updates of specified strategies within the Action Plan. This will be the final review of the 2017-2018 City Council Action Plan.

Staff Recommendation: **Provide Direction (City Manager's Office: William Wolfe)**

11. 2019 CITY OF ESCONDIDO BUDGET PROCESS -

Request the City Council provide direction on the process and calendar involved in developing and presenting the City's comprehensive Operating Budget, including the General, Enterprise, Special Revenue, Trust, Debt, and Internal Service Funds, as well as the Capital Improvement Plan Budget,

Staff Recommendation: **Provide Direction (Finance Department: Sheryl Bennett)**

12. BID AWARD FOR THE STORM DRAIN LINING AND REHABILITATION PROJECT PHASE I -

Request the City Council approve awarding the bid to Sancon Engineering Inc., determined to be the lowest responsive and responsible bidder; authorize the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$841,310; and authorize staff to approve change orders up to 20 percent of the contract value for the Storm Drain Lining and Rehabilitation Project Phase I.

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

RESOLUTION NO. 2019-02

FUTURE AGENDA

13. [FUTURE AGENDA -](#)

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

Staff Recommendation: **None (City Clerk's Office: Zack Beck)**

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
January 30	-	-	No Meeting	-
February 6	Wednesday	3:30 & 4:30 PM	Regular Meeting	Council Chambers
February 13	Wednesday	3:30 & 4:30 PM	Regular Meeting	Council Chambers
February 20	-	-	No Meeting	-

TO ADDRESS THE COUNCIL

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

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

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

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

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

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

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

LIVE BROADCAST

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

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

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

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

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



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

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



AFFIDAVITS

OF

ITEM

POSTING



CITY COUNCIL STAFF REPORT

Consent Item No. 2

January 23, 2019

File No. 0400-40

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

Request approval for City Council, Successor Agency and Housing Successor Agency warrant numbers 326540 – 326828 dated January 9, 2019.

FISCAL ANALYSIS:

The total amount of the warrants for the period of January 2 – 9, 2019 is \$1,515,536.48.

BACKGROUND:

The Escondido Municipal Code Section 10-49 states that warrants or checks may be issued and paid prior to audit by the City Council, provided the warrants or checks are certified and approved by the Director of Finance as conforming to the current budget. These warrants or checks must then be ratified and approved by the City Council at the next regular Council meeting.



Consent Item No. 3

January 23, 2019

APPROVAL

OF

MINUTES

CITY COUNCIL STAFF REPORT

Consent Item No. 4

January 23, 2019

File No. 0470-65

SUBJECT: Donation of Two Surplus Ambulances

DEPARTMENT: City Manager's Office

RECOMMENDATION:

It is requested that the City Council approve the donation of two retired Ford ambulance vehicles to the Crown Firecoach Enthusiasts, Southern California Chapter.

FISCAL ANALYSIS:

The value of these vehicles, if sold at auction, is approximately \$7,500 each (\$15,000 total).

BACKGROUND / RECOMMENDATION:

The City of Escondido enjoys an ongoing relationship with the Southern California Chapter of the Crown Firecoach Enthusiasts, Society for the Preservation and Appreciation of Antique Motor Fire Apparatus in Amercia (SPAAMFAA), whose activities have benefitted the local community. This non-profit 501c3 organization, is involved in the acquisition and restoration of vintage fire equipment, which is then utilized for public service activities in parades, and special events such as car shows, holiday toy and fund raising events, and educational displays including Escondido's annual Cruising Grand Fire Truck and First Responder's Night. The Crown Firecoach Enthusiasts are responsible for fully restoring the Escondido Firefighter's Association's 1956 Ford and assisting with the restoration of the City's 1962 Ford Police car.

Currently, the City has two out-of-service paramedic/ambulances designated as surplus, which are stored at the Public Works Yard, and are slated for auction. (See attached photos). Mike McDonald, the Director and Founding Member of Crown Firecoach Enthusiasts has requested that the City donate these vehicles to the Crown Firecoach Enthusiasts to be utilized as "Mobile Public Event Command Centers" at future events in Southern California. Alternatively, the City could sell these vehicles, which have an estimated value of \$7500 each, at auction. Staff recommends that the City Council approve donating the two surplus Ford ambulance vehicles to the Southern California Chapter of the Crown Firecoach Enthusiasts, SPAAMFAA.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

William L. Wolfe, Deputy City Manager
1/16/2019 2:54 p.m.

ATTACHMENTS:

1. Attachment 1 - Written correspondence and photos of the vehicles.



Attachment 1
CROWN
Firecoach
ENTHUSIASTS



SOUTHERN CALIFORNIA CHAPTER, SPAAMFAA
Society for the Preservation and Appreciation of Antique Motor Fire Apparatus in America
CFE is a Non-Profit 501(c)(3) Educational Corporation Founded in 1989 - Federal Tax ID # 33-0556505

www.crownfirecoach.org

Mike Britt – Pres./Archivist/Historian 1370 Tourmaline Avenue Mentone, CA 92359 Home: 909-389-7049 Cell: 909-362-3625 CrownFirecoach@earthlink.net	Leonard Zlotorowicz – Vice Pres. 15538 Syracuse Lane Fontana, CA 92336-4610 Home: 909-463-7781 Cell: 626-831-5025 Zlotorowicz@yahoo.com	Kent Cullom – Treasurer 711 San Vicente Blvd. Santa Monica, CA 90402 Home: 310-394-8477 KentSMFD@gmail.com	Mike Jones – Rec. Sec. 2550 Barranca Drive Lake Havasu City, AZ 86403 Cell: 760-702-7193 MJ005975@gmail.com	Michael Bramm Membership Secretary / Newsletter Editor 1729 S. Bayless St. Anaheim, CA 92802 CFEEditor@aol.com
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Ron Dierkens – Past Pres.
42955 Wingate Drive
Banning, CA 92220
Cell: 626-483-13165613
RancoRon@msn.com

Don Beckwith – Director
11249 Wesley Avenue
Pomona, CA 91766
Home: 909-628-2110
Cell: 909-936-0818
ARFFCoach@msn.com

Mark Bramm – Director /
Chapter Safety Officer
1729 S. Bayless Street
Anaheim, CA 92802
Home: 714-956-4642
MarkBramm@aol.com

Brian Grimes – Director
833 E. Mountain View Blvd.
Big Bear City, CA 92314-9759
Home: 605-270-3903
Cell: 909-838-4189
SlimerDogs@aol.com

Duane Kuhlow, Jr. – Director
3517 Matterhorn Drive
Santee, CA 92071-0665
Cell: 619-871-1625
RescueKujo@aol.com

Mike McDonald – Director
P.O. Box 3336
Escondido, CA 92033-3336
Phone: 760-644-7541
Fax: 760-749-8471
MBM@McDonaldWestern.com

David Steinitz – Director
39 N. Fairfax Avenue
Los Angeles, CA 90036
Phone: 323-782-9110
Fax: 323-655-6735
fireLtd98@hotmail.com

December 10, 2018

Mr. Jeff Epp, City Manager
City of Escondido
201 North Broadway
Escondido, CA., 92025

Dear Mr. Epp:

Last month I dropped off the enclosed package with a clerk at your office inquiring as to the possibility of Escondido Donating (one or both) of the Retired Ford Ambulances and a Fork Lift that are “stripped out” and have been sitting at the City Yards for quite some time now.

Saturday we participated in the Jaycees Christmas Parade and were staged behind Chief’s Carter and Vogt with one of Our Restored Fire Engines. I asked Chief Vogt if he had received his package on 11-19 as well. He said that he did, was familiar with Our 501c3’s and was fine with them being donated as the City doesn’t hardly get anything for them at auction, but the final approval would have to come from Your Office and Fleet Services.

Both organizations are having their year-end meetings during the week of the 17th thru the 21st and I was hoping that I could report back to each of them the City’s position on my request. (*) **If possible, please give me a call at (760) 644-7541 or E-Mail at: MBM@McDonaldWestern.com with your decision(s).**

Respectfully,

Mike McDonald, Director



CROWN Firecoach ENTHUSIASTS



SOUTHERN CALIFORNIA CHAPTER, SPAAMFAA
Society for the Preservation and Appreciation of Antique Motor Fire Apparatus in America
CFE is a Non-Profit 501(c)(3) Educational Corporation Founded in 1989 - Federal Tax ID # 33-0556305

www.crownfirecoach.org

Mike Britt - Pres./Archivist/Historian
1370 Tourmaline Avenue
Mentone, CA 92359
Home: 909-389-7049
Cell: 909-362-3625
CrownFirecoach@earthlink.net

Leonard Zlotorowicz - Vice Pres.
15538 Syracuse Lane
Fontana, CA 92336-4610
Home: 909-463-7781
Cell: 626-831-5025
Zlotorowicz@yahoo.com

Kent Cullom - Treasurer
711 San Vicente Blvd.
Santa Monica, CA 90402
Home: 310-394-8477
KentSMFD@gmail.com

Mike Jones - Rec. Sec.
2550 Barranca Drive
Lake Havasu City, AZ 86403
Cell: 760-702-7193
MJ005975@gmail.com

Michael Bramm
Membership Secretary /
Newsletter Editor
1729 S. Bayless St.
Anaheim, CA 92802
CFEEditor@aol.com

Ron Dierkens - Past Pres.
42955 Wingate Drive
Banning, CA 92220
Cell: 626-483-13165613
RancoRon@msn.com

Don Beckwith - Director
11249 Wesley Avenue
Pomona, CA 91766
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517 Matterhorn Drive
Antee, CA 92071-0665
Cell: 619-871-1625
escueKujo@aol.com

Mike McDonald - Director
P.O. Box 3336
Escondido, CA 92033-3336
Home: 760-644-7541
Cell: 760-749-8471
BM@McDonaldWestern.com

David Steinitz - Director
9 N. Fairfax Avenue
Los Angeles, CA 90036
Home: 323-782-9110
Cell: 323-655-6735
eltd98@hotmail.com

November 19, 2018

Rick Vogt, Chief
Escondido Fire Dept.,
1163 North Centre City Pkwy
Escondido, CA., 92026

Jeff Epp, Manager
City of Escondido
201 North Broadway
Escondido, CA., 92025

Rick & Jeff:

Kevin Johnson who works for me full-time and does (a lot) of volunteer work for the Escondido Fire & Police Departments took the (attached) pictures of a couple City Ambulances and a (Non-Operable) Yale Forklift at the City Yards. It is his understanding that they have been declared surplus and will be auctioned off in the near future.

I am a Director of Apparatus, Acquisitions, and Restorations at the Crown Firecoach Enthusiasts www.crownfirecoach.org and a Founding Member of the California Fire Museum www.cafiremuseum.org both 501c3 Non-Profit Educational Organizations. We wanted to ask if the City would be willing to Donate (one or both) of the Ambulances and the (un-operable) Fork Lift to our organizations. The Ambulances would be used as Mobile Public Event Command Centers and the Fork Lift at the CFM's Shop to help maintain our ever growing fleet of (Donated) Vintage Fire Apparatus from Valley Center, Los Angeles City and County, Orange County Fire Authority, Chino, San Diego (Rural), Sanger, Vernon and Fresno. I have enclosed a sample "Deed of Gift" form we have used for these agencies.

Page #1 of 2

Page #2 of 2 // November 19, 2018
Donation Request-City of Escondido

I am a (56+) year resident of Escondido and have personally done many locally significant restorations as well including the '56 Ford now used by the Escondido Firefighter's Association, the X-Rincon del Diablo 1979 GMC Brush Rig and I (found, purchased and donated) all the Vintage Lights, Sirens, Radios and Radar Unit for EPD's '62 Ford when it was originally owned and restored by EPD Officer, Mark Zeller.

THANK YOU for your time and consideration. I can be reached 7/24 on my Cell Phone at (760) 644-7541 or by E-Mail at MBM@McDonaldWestern.com

Respectfully,



**Mike McDonald, Director (CFE)
Founding Member (CFM)**









CITY COUNCIL STAFF REPORT

Consent Item No. 5

January 23, 2019

File No. 0480-70

SUBJECT: Will Eisner Graphic Novel Grant Application

DEPARTMENT: Communications & Community Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-08, to authorize the Director of Communications and Community Services or her designee to complete an application for \$4,000 from the 2019 Will Eisner Graphic Novel Grant for Libraries and execute grant documents on behalf of the City. It is also requested that the City Council approve the necessary budget adjustment to receive, track, and spend these grant funds.

FISCAL ANALYSIS:

The program will have no impact on the General Fund and no matching funds are required. The grant funds for \$4,000 will be provided to the library to purchase graphic novels to expand their collection, host a graphic novel-themed event, and send a staff member for professional development opportunities at the American Library Association (ALA) annual conference.

BACKGROUND:

Will Eisner Graphic Novel Grants for Libraries support and encourage public awareness of the importance of graphic literature, sequential art, and comics as a literary medium. The grant provides funding for the expansion of library graphic novel collections as well as the creation of graphic novel-themed events to generate interest and awareness. In 2015, the Escondido Public Library (EPL) added an Adult Graphic Novel (AGN) collection to the expansive children and teen-targeted titles. This immediately became the library's fastest growing collection in terms of collection size, number of checkouts, and reported community satisfaction.

EPL expanded upon this popularity with events targeted for adult comic readers, including *Free Comic Book Day*, *Adult Graphic Novel Book Club* (sponsored by a partnership with San Diego Comic Con International), *Dads & Donuts*, and the successful *2018 One Book, One San Diego* programming in partnership with KPBS that featured a graphic novel as the selected community reading title. EPL staff furthered awareness of the importance of graphic novels as adult literature by presenting panels at both New York and San Diego Comic Con.

The result of this high quality AGN collection, popularity of programs, and staff advocacy has been an increase in community demand for more titles and events. The Escondido Public Library will host a *May the Fourth Be With You Free Comic Book Day* event on May 4, 2019, from 1:00-3:00 p.m. While participants of all-ages are welcome, funding from the Will Eisner Grant will specifically provide

incentives for adult level giveaway comics, refreshments, and supplies needed to run virtual reality games and 3D printing demonstrations for adults. This is an excellent way to engage a traditionally underserved demographic of younger adults, many of whom rarely utilize public libraries. They will interact with library staff and our emerging technology while learning about other library events and resources.

Library staff continue to seek innovative means of adding value to the City at little or no additional cost through the application for grants. Since this funding will provide for materials and programming above and beyond the service for which we have contracted with Library Systems and Services, a budget adjustment is necessary to receive the funds and pass them through.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joanna Axelrod, Director of Communications and Community Services
1/16/2019 2:42 p.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No. 2019-08

RESOLUTION NO. 2019-08

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO AUTHORIZING
THE SUBMITTAL OF AN APPLICATION FOR
THE 2019 WILL EISNER GRAPHIC NOVEL
GRANTS FOR LIBRARIES

WHEREAS, the American Library Association and the Will and Ann Eisner Family Foundation have provided funds for the Will Eisner Graphic Novel Grants for Libraries; and

WHEREAS, Will Eisner Graphic Novel Grants for Libraries funds provide funding for collection development, programming, and staff development with the aim of increasing support and awareness of the importance of graphic novels as a literary medium; and

WHEREAS, the City of Escondido desires to increase the library's collection of graphic novels and programming related to graphic novels.

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 the filing of an application for the Will Eisner Graphic Novel Grants for Libraries.
3. That the City Council appoints the Director of Communications and Community Services, or her designee, to apply for and receive grant funds and execute, on its behalf, grant-related documents which may be necessary for the completion of the aforementioned Project.

4. That the City Council approves the necessary budget adjustment to receive, track, and spend these grant funds.

CITY COUNCIL STAFF REPORT

Consent Item No. 6

January 23, 2019

File No. 0480-70

SUBJECT: California Library Literacy Services Families for Literacy Grant Application

DEPARTMENT: Communications & Community Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-09, to authorize the Director of Communications and Community Services, or her designee, to complete an application for \$60,000 from the California Library Literacy Services Families for Literacy Grant and execute grant documents on behalf of the City. It is also requested that the City Council approve the necessary budget adjustment to receive, track, and spend these grant funds.

FISCAL ANALYSIS:

The program will have no impact on the General Fund and no matching funds are required. Funds of \$60,000 will be awarded for the purpose of expanding family literacy programming.

BACKGROUND:

The Escondido Public Library has been a recipient of the California Library Literacy Services Grant since 1991. These funds have enabled the provision of high-quality literacy services to adults with basic English language proficiency who seek to improve their quality of life by enhancing their reading and writing skills. Thousands of community members have been served through this program since its inception. To learn more about Escondido Public Library's literacy services and watch a moving video with real tutors and learners visit <https://library.escondido.org/adult-literacy.aspx>.

In June 2018, the California Legislature approved an additional \$2.5 million annually for California Library Literacy Services to specifically support family literacy. Funds are earmarked for expanding the quality and reach of existing family literacy activities, developing new family literacy programming and services, and achieving the California Library Literacy Services mission to enable Californians of all ages to reach their literacy goals and use library services effectively. Updates to the guidelines surrounding Families for Literacy services have also expanded the reach of the program from serving just ages from birth to five years old to now reaching ages birth to 18 years old.

Specifically, funds will be used to:

- Add four new family literacy program and outreach events to existing adult literacy programs such as the addition of Early Literacy and STEM/STEAM based programming for children ages 0-18 and their parents.
- Send Literacy Services staff, tutors, and learners to literacy-based conferences and training workshops that will be provided by the California State Library;
- Increase collaboration around family literacy services between the library and its community partners such as Escondido Union High School District, the San Elijo Lagoon Conservancy

and the Escondido Neighborhood Network group (part of the San Diego STEM Ecosystem) led by the San Diego Children's Discovery Museum and Fleet Science Center;

- Hire at least one additional part-time Literacy Associate and increase the hours of the existing Literacy Specialist to strengthen the library's capacity to deliver high-quality family literacy services to low-literate adults and their families;
- Expand the size and reach of existing family literacy programs
- Help low-literate adults develop confidence and skills in supporting their children's education;
- Create opportunities for families to develop a culture of positive learning experiences together on a more sustained basis.

These funds will enable library staff to expand the current program offerings, partnership opportunities, and outreach events available through literacy services. Library staff continue to seek innovative means of adding value to the City at little or no additional cost through the application for grants. Since this funding will provide for materials, staffing, training, and programming above and beyond that for which we have contracted with Library Systems and Services, a budget adjustment is necessary to receive the funds and pass them through.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joanna Axelrod, Director of Communications and Community Services
1/16/2019 2:42 p.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No. 2019-09

RESOLUTION NO. 2019-09

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO AUTHORIZING
THE SUBMITTAL OF AN APPLICATION FOR
THE CALIFORNIA LIBRARY LITERACY
SERVICES FAMILIES FOR LITERACY GRANT

WHEREAS, the Escondido Public Library is a current recipient of California Library Literacy Services grant funding; and

WHEREAS, in June 2018 the California Legislature approved an additional \$2.5 million for California Library Literacy Services to support family literacy; and

WHEREAS, the City of Escondido desires to strengthen the library's capacity to deliver high-quality family literacy services, help low-literate adults develop confidence and skills in supporting their children's education, and create opportunities for families to develop a culture of positive learning experiences together on a more sustained basis.

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 the filing of an application for the California Library Literacy Services Families for Literacy Grant.
3. That the City Council appoints the Director of Communications and Community Services, or her designee, to apply for and receive grant funds and execute, on its behalf, grant-related documents which may be necessary for the completion of the aforementioned Project.
4. That the City Council approves the necessary budget adjustment to receive, track, and spend these grant funds.



CITY COUNCIL STAFF REPORT

Consent Item No. 7

January 23, 2019

File No. 0600-10, A-3286

SUBJECT: Public Services Agreement with Blue Heron Consulting to Provide Utility Billing Software Consulting Services

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-16 authorizing the Deputy City Manager/Director of Administrative Services to enter into a Public Services Agreement with Blue Heron Consulting and approve the budget adjustment for \$95,000 for Utility Billing software consulting services.

FISCAL ANALYSIS:

The Public Services Agreement will use reserve funds from the Water Operating Fund of \$47,500 and the Wastewater Operating Fund of \$47,500.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the City Council's Action Plan regarding Fiscal Management by improving efficiencies in the Utility Billing process.

PREVIOUS ACTION

On August 12, 2015, the City Council adopted Resolution No. 2015-139 approving the Oracle bundled package for software, licensing, and implementation service costs to upgrade the existing Utility Billing/CIS software to Oracle's Customer Care and Billing product and authorized the Director of Utilities to execute necessary contracts to initiate the upgrade. This included a contract with Blue Heron Consulting to provide system integration services for the implementation of the software.

BACKGROUND:

In 1999, the City Council approved the purchase of PeopleSoft Corp and SPL Corp Utility Billing system (Resolution No. 99-218). Oracle acquired PeopleSoft Corp in 2005 and SPL Worldgroup in 2006. The PeopleSoft/SPL software was supported on Windows servers for a number of years and several minor upgrades and maintenance were performed until 2006. Oracle stopped developing upgrades for the PeopleSoft/SPL version, and the underlying technologies were out of support for modern operating systems.

In 2015, Oracle offered the City a one-time incentive package to upgrade to Oracle's Customer Care and Billing (CC&B), their premiere billing and CIS product. The bundled package included reduced software and licensing costs from Oracle along with discounted implementation services from Blue Heron, a certified Oracle Gold Partner who specializes in installation, maintenance, and implementation of Customer Information and Billing systems for small and mid-sized businesses. The City has worked with Blue Heron in the past for CIS enhancements and business process re-engineering. The value we received from that relationship was exceptional. Blue Heron is the only Oracle-certified partner in North America who responded to our RFI and met our qualifications.

With the assistance of Blue Heron Consulting, the City went live successfully with the upgrade to Oracle's Customer Care and Billing software in August 2016. However, technology upgrades and improved services Citywide require configuration changes to the current utility billing software environment.

In order to meet the project timeline and go live date, certain CC&B processes were identified as not functioning correctly but not critical enough to delay the go live date. These include an internal software interface with the City's financial software PeopleSoft Financials, general setup customizations, certain rate tables within the system, and various processes that are currently being completed manually that could be automated within the system.

In addition, on May 1, 2018, the City implemented a new payment website with Invoice Cloud and established a new printing and mailing vendor, InfoSend. As a result of implementing these new and improved services, processes in the billing, printing, and payment job streams have changed within the software that can be modified to function efficiently.

On August 22, 2018, the City Council adopted Resolution No. 2018-132, authorizing the purchase of the CityWorks program for various departments Citywide. In order to process Field Orders and communicate effectively and efficiently between departments, an interface between the CC&B Utility Billing software and the CityWorks software needs to be developed.

Blue Heron Consulting is the only company with the history and background required to complete the software configuration changes and enhancements listed in Exhibit 1, Attachment A to Resolution No. 2019-16. Furthermore, because the Blue Heron staff were an integral part of the software upgrade project completed in 2016, their knowledge of the City's current utility billing environment and customizations will streamline the project resulting in a timely and efficient completion of the identified tasks. Staff recommends approval of awarding the Public Services Agreement to Blue Heron Consulting as provided in Resolution No. 2019-16, as well as approval for a budget adjustment of \$95,000. This includes 648 consultant hours plus pre-approved travel expenses, if needed.

Public Services Agreement with Blue Heron Consulting
January 23, 2019
Page 3

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager/Administrative Services
1/16/2019 2:42 p.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No. 2019-16
3. Resolution No. 2019-16 – Exhibit 1 – Public Services Agreement

RESOLUTION NO. 2019-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY COUNCIL, TO GIVE APPROVAL TO THE DEPUTY CITY MANAGER/DIRECTOR OF ADMINISTRATIVE SERVICES, TO ENTER INTO A PUBLIC SERVICES AGREEMENT WITH BLUE HERON CONSULTING FOR UTILITY BILLING SOFTWARE SERVICES

WHEREAS, the utility billing system software was upgraded to Customer Care and Billing through Resolution No. 2015-139; and

WHEREAS, consulting services were being provided by Blue Heron Consulting Corp (“Blue Heron”), for a utility billing software upgrade and implementation for Customer Care and Billing; and

WHEREAS, the City of Escondido’s (“City”) utility billing software is in need of updates and enhancements; and

WHEREAS, updating the City’s utility billing software will increase efficiencies and improve customer services; and

WHEREAS, Blue Heron is the only company that has the background and experience with the City’s existing system necessary to complete the software configuration changes and enhancements listed in Exhibit 1, Attachment A of the Public Services Agreement; and

WHEREAS, the City Council desires it at this time and deems it to be in the best public interest to authorize the Deputy City Manager/Director of Administrative Services

to enter into a Public Services Agreement with Blue Heron in an amount not to exceed \$95,000.

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 recommendations of the Deputy City Manager/Director of Administrative Services.
3. That the City Council authorizes the Deputy City Manager/Director of Administrative Services to sign and execute the Public Service Agreement (attached as Exhibit "1" and incorporated by this reference) and other related documents with Blue Heron that may be required in the performance of the agreement.
4. That the Mayor and City Council approve a budget adjustment in the amount of \$47,500 from the Water Operating Fund and \$47,500 from the Wastewater Operating Fund for the services



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Agreement is made this 1st day of February, 2019.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Sheryl Bennett
760-839-4589
("CITY")

And: Blue Heron Consulting
90 Airpark Drive
Suite 200
Rochester, NY 14624
Attn: Christina Northrup
585-797-9336
("CONTRACTOR")

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

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in the Statement of Work, which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$95,000. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work in accordance with the terms and conditions in the Statement of Work. Extension of terms or time of performance may be made only upon the City's written consent.
4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in the Statement of Work. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
7. Insurance Requirements.

- a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR _____

Waiver appropriate by CITY _____

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

d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:

- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
- b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
- c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

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

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.

12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
14. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

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

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

CITY OF ESCONDIDO

Date: _____

Signature

Sheryl Bennett,
Deputy City Manager / Director of Administrative Services

Date: _____

Blue Heron Consulting

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.

STATEMENT OF WORK

This Statement of Work (this "**SOW**") is entered into as of 02/01/2019, by and between City of Escondido ("City") and Blue Heron Consulting Corporation ("**Consultant**"). This SOW is entered into pursuant to, and shall be subject to, the terms and conditions of that certain Public Services Agreement dated as of 8/13/2015 (the "**Agreement**") between City and Consultant. Capitalized terms used and not defined in this SOW will have the meanings ascribed to them in the Agreement.

PROJECT BACKGROUND:

The City has an urgent need to enhance and modify their existing Oracle CC&B application to meet the requirements of the business prior to a full system upgrade and optimization project.

PROJECT SCOPE:

Consultant will provide the CC&B production system enhancement Services in the table below to the City.

Tasks for each enhancement may include:

- Requirements gathering and analysis
- Functional & technical design
- CC&B configuration
- Code development
- Unit testing of all developed code
- Code packaging and deployment

ID #	Description	Consultant Hours	Acceptance Criteria
1	Mask the customers Social Security Number (SSN) on Control Central	20	Functioning masking of SSN. Accompanying documentation on implementation (i.e. any custom process configuration, development, Unit Testing - UTP)
2	SQR integration with batch processing	40	Designed and developed solution to invoke existing SQR processes. Documentation including UTP.
3	Update the "Display" button to generate the PDF bill from InfoSend	60	Revised Display Bill functionality properly integrated to InfoSend. Documentation including UTP.
4	Change credit refund to write to PeopleSoft Financials Voucher staging tables	80	Review and revise previously developed Credit Refund interface (INT09). Updated documentation including UTP.
5	Overpayments from invoice Cloud are not freezing	8	Review and revise related existing Invoice Cloud processes. Documentation including UTP.
6	The system is not flagging high/low on meter reads as it should	80	Review existing meter read estimation processes. Design and documentation of changes to the processes.

7	A handful of Rincon meter reads are being estimated each bill cycle	60	Review existing meter read estimation processes. Design and documentation of changes to the processes.
8	Water and Wastewater rates are not adjusting correctly when a new rate is entered	40	Review of related rates and design of new/updated rates. Design and documentation of all processes changed.
9	Annual school sewer billings and 3 other billings are being sent from Accounts Receivable	24	Design and testing on new rates to be used by the specific accounts. Fully functional rates configuration and any related custom developed functionality.
10a	Doorhangers and Shut Off notices have incorrect balances	120	Review of previously developed/deployed business processes. Perform mini-fit gap process review. Update design and business processes implementation.
10b	The Write Off process is not always picking up the entire account balance	-	
10c	Doorhangers are being generated to new customers with the prior customers balance	-	
10d	The NSF notice has two difference balances	-	
11	Deposits on active accounts are never distributed to active Service Agreements	16	Review of Debit Class configuration. Design and documentation of all updates to existing processes configuration.
12	Making bigger investments on Cityworks program. Work order system APIs. Need to interface FO's real-time.	100	Design and development of Cityworks interface. Documentation and custom developed process fully deployed and functional.

Services will be delivered at a total not to exceed amount of 648 Consultant Hours.

STAFFING:

Staffing roles to be utilized include:

- CC&B Functional Architect
- CC&B Solution Architect/Designer
- CC&B Developer
- Technical Analyst

TERM:

The term of this SOW shall be for twelve (12) months beginning from the start date of this SOW.

BREAKDOWN & SCHEDULE OF FEES

FEES BREAKDOWN:

City will pay Consultant for the services of its personnel as described in the Statement of Work at a blended rate of \$142 per hour on a fixed price basis to deliver the Project Scope and reimburse for pre-approved travel expenses in accordance with the Agreement.

Deliverables - Project Scope Enhancements	Total Fixed Fee
Total Hours for Project Scope – 648 hours Blended Rate per Hour - \$142	\$92,016

SCHEDULE OF FEES:

Consultant will submit invoices in accordance with the Agreement at the beginning of each month, unless other terms are specifically set forth here for the amounts below.

Invoices are payable net 30 days. Payment amounts are listed in the table below and are based on hours in the staffing plan provided in the Statement of Work.

Preapproved travel expenses, overtime, and additional services which are out of scope will be invoiced separately in accordance with the Agreement.

Invoice #	Invoice Date	Invoice Amount	Description
01	02/04/2019	\$27,605	Project Kickoff
02	03/15/2019	\$27,605	Analysis & Design Complete
03	4/30/2019	\$36,806	Configuration & Code Packaged and Delivered to COE

CITY COUNCIL STAFF REPORT

Consent Item No. 8

January 23, 2019

File No. 0680-20

SUBJECT: Resolution to Oppose Offshore Oil Drilling in the Southern California Coastal Waters

DEPARTMENT: City Manager's Office

RECOMMENDATION:

It is requested that the City Council consider for approval the adoption of Resolution No. 2019-20 to oppose offshore oil drilling in the southern California coastal waters.

FISCAL ANALYSIS: None.

PREVIOUS ACTION: None.

BACKGROUND:

At the December 19, 2018, City Council Meeting, Brady Bradshaw spoke during Oral Communications. Mr. Bradshaw provided information regarding a federal proposal to begin offshore oil drilling in the Pacific coastal waters. Mr. Bradshaw also provided information and statistics regarding the coastal waters impact on the economy, and the dangers of offshore oil drilling, pointing to the Deep Water horizon spill that occurred in Mexico, as an example of the negative impacts of an oil spill. The Deep Water horizon spill (also referred to as the BP oil spill/leak, the BP oil disaster, the Gulf of Mexico oil spill, and the Macondo blowout), was an industrial disaster occurring in April 2010, in the Gulf of Mexico and considered to be the largest marine oil spill in the history of the petroleum industry. At the conclusion of the meeting, Councilmember Diaz requested support from her colleagues to direct staff to prepare a Resolution opposing oil drilling off the coast of Southern California.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

William L. Wolfe, Deputy City Manager
1/16/2019 2:54 p.m.

ATTACHMENTS:

1. Resolution No. 2019-20

RESOLUTION NO. 2019-20

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA, IN
OPPOSITION TO FEDERAL OIL AND GAS
LEASES IN ALL UNITED STATES WATERS,
AND SPECIFICALLY OFF THE COAST OF
CALIFORNIA

WHEREAS, City of Escondido residents value California state beaches and coastal waters, which provide habitat to a vast array of wildlife, including fish, whales, sea turtles, and birds that depend on a healthy and clean environment; and

WHEREAS, expanding offshore oil and gas drilling and exploration could threaten marine wildlife, human health, and the climate; and

WHEREAS, the federal government has proposed an expansion of offshore oil and gas leasing to new areas which have largely been off-limits to new federal leasing, including the Pacific Coast; and

WHEREAS, new federal offshore oil and gas leases have not been granted off the coast of California since 1984; and

WHEREAS, Pacific waters have long-standing military activities and the Department of Defense (DOD) has expressed concerns with developing oil and gas in some areas due to ongoing defense operations. For example, DOD classified areas off the coast of Southern California as off limits to oil and gas activity in order to preserve combat readiness training, ensure a sterile environment for live fire, and to maintain margins for Naval and Marine Corps operations; and

WHEREAS, the City of Escondido is opposed to inclusion of any offshore drilling tracts in any Outer Continental Shelf (OCS) Planning Area on the Pacific Coast and

U.S. Arctic in the pending 2019-2024 Proposed Program and any other future National Programs; and

WHEREAS, the State of California prohibited new oil and gas leasing in state waters due to the unacceptably high risk of damage and disruption to the marine environment; and

WHEREAS, the Governor of California, the Attorney General, the State Senate and Assembly, the State Lands Commission, the Coastal Commission, and Fish and Game Commission, the Pacific Fishery Management Council, along with a growing number of cities, have taken a stand against new federal offshore oil and gas leases in the Pacific Ocean; and

WHEREAS, opening new areas off California's coast to offshore drilling could deepen the state's dependence on fossil fuels and undermine its efforts to address climate change by reducing greenhouse gas emissions and moving toward renewable energy.

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 opposes new federal oil and gas leasing in all U.S. waters off the coast of California.
3. That the City Clerk shall send a copy of the approved resolution as a public comment from the City of Escondido to the Bureau of Ocean Energy Management (BOEM) 2019-2024 Draft Proposed Program (Docket ID – BOEM-2017-0074) (Federal Register Number – 2018-00083).



CITY COUNCIL STAFF REPORT

Consent Item No. 9

January 23, 2019

File No. 0480-70

SUBJECT: Active Transportation Program Grant Applications – Regional Competition

DEPARTMENT: Engineering Services Department
Community Development Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-23 and 2019-24 authorizing two applications to SANDAG as part of the Regional Competition of the Statewide Active Transportation Program (ATP) as well as authorizing these projects to participate in a SANDAG TransNet/ATP funding exchange if funds are recommended on a regional basis and are available. The Director of Engineering Services or her designee shall be authorized to complete a grant to fund the Escondido Creek Trail Transit Center Bicycle Path Improvements Project and the Director of Community Development or his designee shall be authorized to complete a grant to fund the Escondido Comprehensive Active Transportation Strategy (CATS) Plan.

FISCAL ANALYSIS:

The City has applied for \$976,000 in ATP funds in the ATP Cycle 4 round. ATP awards consist of State and Federal funds. If SANDAG recommends either of the City of Escondido applications in the regional competition, SANDAG may choose to substitute TransNet funds for the State/Federal Funds. Completion of a CATS Plan is included as an action item in the City's General Plan and Climate Action Plan and will make the City of Escondido more competitive for local, state and federal active transportation funding.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Community Improvement and Public Safety.

PREVIOUS ACTION:

On July 11, 2018, City Council authorized the Director of Engineering Services and the Director of Community Development or their designees to complete applications for Active Transportation Program (ATP) Grant funds and accept the grant funds and complete necessary grant documents.

The City of Escondido has received \$4,060,000 in funding for three active transportation projects under previous ATP cycles.

BACKGROUND:

The ATP program was created by Senate Bill 99 (Chapter 259, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation. Senate Bill 1 (SB1) (chapter 2031, Statutes of 2017) stipulates that \$100,000,000 of revenues from the Road Maintenance and Rehabilitation Account will be available annually to the ATP. ATP goals include: increase biking and walking trips; increase the safety and mobility of non-motorized users; greenhouse gas reduction; enhance public health; and provide a broad spectrum of projects to benefit many types of active transportation.

After receiving authorization from the City Council, staff submitted two applications to Caltrans for ATP Cycle 4 grants for the Escondido Creek Trail Transit Center Bicycle Path Improvements Project (\$747,000 plus an \$80,000 local leverage) and an Escondido Comprehensive Active Transportation Strategy Plan (\$229,000 plus \$39,000 local leverage). The Escondido Creek Trail Transit Center Bicycle Path Improvements Project will include pedestrian signals, crosswalks, signage, ramps, lighting, and striping to improve the visibility and safety of pedestrians and bicyclists where the bicycle path crosses Tulip Street and Quince Street. The CATS Plan, building upon the 1999 Trails Master Plan, 2012 Bicycle Master Plan, Complete Streets Policy, and 2013 Climate Action Plan, will lay the foundation for improved bicycle and pedestrian facilities within the City and connecting between adjacent jurisdictions.

Funds are awarded as part of a statewide competition or a regional competition. Neither of these projects have been selected for funding in the statewide competition. SANDAG, as the local Metropolitan Planning Organization, is conducting a competitive selection process for the Cycle 4 distribution of ATP funds in the San Diego Region. If a project is recommended for funding in the Regional Competition, SANDAG may choose to substitute local TransNet funds for the State and Federal funds. The City Council is being asked to approve a resolution consistent with SANDAG Board Policy No. 035 to allow a TransNet/ATP swap, if applicable, in order to accept TransNet funds.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Dir. of Engineering Services
1/17/2019 11:59 p.m.

Bill Martin, Dir. of Community Development
1/17/2019 2:27 p.m.

ATTACHMENTS:

1. Resolution No 2019-23
2. Resolution No 2019-24

RESOLUTION NO. 2019-23

REGARDING AN APPLICATION FOR
ESCONDIDO CREEK TRAIL TRANSIT
CENTER BICYCLE PATH IMPROVEMENTS
PROJECT FOR THE SAN DIEGO
ASSOCIATION OF GOVERNMENTS CYCLE 4
REGIONAL ACTIVE TRANSPORTATION
PROGRAM AGREEMENT

WHEREAS, the Legislature and Governor of the State of California have provided funds for the 2019 Active Transportation Program (“ATP”) under Senate Bill 99, Chapter 259, Assembly Bill 101, Chapter 354, and Senate Bill 1 (SB1), chapter 2031; and

WHEREAS, the California Transportation Commission (“CTC”) has statutory authority for the administration of the ATP and established necessary procedures; and

WHEREAS, the CTC has required in its ATP Guidelines that Metropolitan Planning Organizations (“MPOs”) coordinate the competitive selection process to select projects to receive a portion of the ATP funding; and

WHEREAS, the San Diego Association of Governments (“SANDAG”), as the MPO for the San Diego region, is conducting a competitive selection process for the Cycle 4 distribution of ATP funds in the San Diego region; and

WHEREAS, SANDAG is required to submit the proposed ranked list of Regional ATP projects and funding recommendations to the CTC for final consideration; and

WHEREAS, SANDAG may offer a funding exchange with projects recommended through the Regional ATP competitive selection process which would reduce the administrative burden to local jurisdictions associated with federal funding requirements; and

WHEREAS, if a funding exchange is offered to City of Escondido, Escondido Creek Trail Transit Center Bicycle Path Improvement Project (“Project”) would be removed from the regional ATP ranking and funded through the *TransNet* Active Transportation Grant Program (“ATGP”); and

WHEREAS, the SANDAG Regional ATP competitive selection process requires applicants to submit a resolution from their governing body to be considered for *TransNet* funding in the event a funding exchange is offered; and

WHEREAS, City of Escondido has submitted an application to receive ATP funds 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 if SANDAG offers a funding exchange to the City of Escondido for the Project, the City of Escondido commits to providing \$80,000 in leveraged funds from sources other than the *TransNet* ATGP; and
3. That the City of Escondido authorizes staff to accept the *TransNet* ATGP funds and execute a grant agreement with SANDAG.

RESOLUTION NO. 2019-24

REGARDING AN APPLICATION FOR
ESCONDIDO COMPREHENSIVE ACTIVE
TRANSPORTATION STRATEGY PLAN FOR
THE SAN DIEGO ASSOCIATION OF
GOVERNMENTS CYCLE 4 REGIONAL
ACTIVE TRANSPORTATION PROGRAM
AGREEMENT

WHEREAS, the Legislature and Governor of the State of California have provided funds for the 2019 Active Transportation Program (“ATP”) under Senate Bill 99, Chapter 259, Assembly Bill 101, Chapter 354, and Senate Bill 1 (SB1), chapter 2031; and

WHEREAS, the California Transportation Commission (“CTC”) has statutory authority for the administration of the ATP and established necessary procedures; and

WHEREAS, the CTC has required in its ATP Guidelines that Metropolitan Planning Organizations (“MPOs”) coordinate the competitive selection process to select projects to receive a portion of the ATP funding; and

WHEREAS, the San Diego Association of Governments (“SANDAG”), as the MPO for the San Diego region, is conducting a competitive selection process for the Cycle 4 distribution of ATP funds in the San Diego region; and

WHEREAS, SANDAG is required to submit the proposed ranked list of Regional ATP projects and funding recommendations to the CTC for final consideration; and

WHEREAS, SANDAG may offer a funding exchange with projects recommended through the Regional ATP competitive selection process which would reduce the administrative burden to local jurisdictions associated with federal funding requirements; and

WHEREAS, if a funding exchange is offered to City of Escondido, Escondido Comprehensive Active Transportation Strategy Plan (“Project”) would be removed from the regional ATP ranking and funded through the *TransNet* Active Transportation Grant Program (“ATGP”); and

WHEREAS, the SANDAG Regional ATP competitive selection process requires applicants to submit a resolution from their governing body to be considered for *TransNet* funding in the event a funding exchange is offered; and

WHEREAS, City of Escondido has submitted an application to receive ATP funds 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 if SANDAG offers a funding exchange to the City of Escondido for the Project, the City of Escondido commits to providing \$39,000 in leveraged funds from sources other than the *TransNet* ATGP; and
3. That the City of Escondido authorizes staff to accept the *TransNet* ATGP funds and execute a grant agreement with SANDAG.



CITY COUNCIL STAFF REPORT

Current Business No. 10

January 23, 2019

File No. 0610-95

SUBJECT: 2017-2018 City Council Action Plan Update and Final Review

DEPARTMENT: City Manager's Office

RECOMMENDATION:

It is requested that the City Council review the 2017-2018 City Council Action Plan and provide input regarding the status updates of specified strategies within the Action Plan. This will be the final review of the 2017-2018 City Council Action Plan.

PREVIOUS ACTION:

On February 15, 2017, the City Council held a workshop for the development of the 2017-2018 City Council Action Plan. On April 5, 2017, the City Council was presented with a draft of the Action Plan to review and subsequently was approved and implemented. Staff presented to the City Council periodic reviews and updates as milestone dates were reached. Those City Council presentations were presented as Current Business on January 24, 2018, July 11, 2018, and November 7, 2018.

BACKGROUND:

The City Council Action Plan represents the City Council's collective vision and policy direction for Escondido's future. The Plan is developed biennially following a workshop where goals are identified and discussed. Four Priority Areas were identified for inclusion in the 2017-2018 City Council Action Plan, consistent with the prior Action Plan. The purpose of this presentation is to provide a final update and review of the 2017-2018 City Council Action Plan.

FUTURE ACTIONS:

The 2019-2020 City Council Action Plan Workshop is currently scheduled for March 13, 2019. Staff will be working closely with the Mayor and City Council in determining which items from the 2017-2018 City Council Action Plan shall carry over to the new plan, as well as assisting in creating the new format and action items for the 2019-2020 City Council Action Plan.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

William L. Wolfe, Deputy City Manager
1/16/2019 2:54 p.m.



CITY COUNCIL STAFF REPORT

Current Business No. 11

January 23, 2019

File No. 0430-25

SUBJECT: 2019 City of Escondido Budget Process

DEPARTMENT: Finance Department

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Fiscal Management.

BACKGROUND:

The City of Escondido's Operating and Capital Improvement Program (CIP) Budgets are management and planning tools that serve as an outline to how the City should best use its resources to benefit the citizens of Escondido. The Operating Budget projects short-term revenue and expenditures (employee services, maintenance operations, internal service charges and debt service payments) related to providing day-to-day services such as recreation programs, older adult services, streets, parks, police, fire, water and wastewater. The CIP budget projects long-term (five years) revenue and expenditures for major infrastructure and other capital construction, improvements and maintenance projects. The City Council provides policy direction for the framework for the annual budget development and implementation. Taxpayers benefit from the understanding of how their tax dollars are being spent and accounted for in the overall operations of the City.

The City strives to make the budget process and documents clear and useful to all users. Staff will present information about what a budget is, the roles of individuals involved in the budget process, components of the budget, the budget development process, budget timeline and the budget adoption process.

Staff will receive City Council feedback to assist in the upcoming Fiscal Year 2019/20 budgeting process.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager/Admin. Svs.
1/16/2019 2:42 p.m.

Joan Ryan, Assistant Director of Finance
1/16/2019 2:54 p.m.



CITY COUNCIL STAFF REPORT

Current Business No. 12

January 23, 2019

File No. 0600-10, A-3281

SUBJECT: Bid Award for the Storm Drain Pipe Lining and Rehabilitation Project Phase I

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-02 awarding the bid to Sancon Engineering Inc., determined to be the lowest responsive and responsible bidder; authorizing the Mayor and the City Clerk to execute a Public Improvement Agreement in the amount of \$841,310, and authorizing staff to approve change orders up to 20 percent of the contract value for the Storm Drain Pipe Lining and Rehabilitation Project Phase I ("Project").

FISCAL ANALYSIS:

There are sufficient funds included in the adopted Capital Improvement Program (CIP) budget for the Storm Drain Pipe Lining and Rehabilitation Project Phase I.

BACKGROUND:

On August 1, 2017, the City Council approved a contract with Brown and Caldwell to assess and survey the City's storm drain system. Brown and Caldwell televised and rated the condition of twenty miles of corrugated metal pipelines and summarized the findings in a report ranking the priority for rehabilitation. This Project will rehabilitate seventeen of the City's' most critical storm drain pipes. The project scope of work includes televising, inspecting, cleaning, point repairs, grouting of the existing flow line, and installation of new cured-in-place-pipe liner.

On January 10, 2019, five sealed bids were received in response to the advertised request for bids on this Project. The bid results are listed below:

Sancon Engineering Inc.	\$ 841,310.00
Downstream Services, Inc.	\$ 992,543.00
Iron Horse Pipeline Services	\$1,207,621.00
Insituform	\$1,858,443.00

The bid submitted by NU Line Technologies, LLC is considered to be non-responsive as it did not include the revised bid schedule provided with Addendum #1.

Staff recommends that the bid submitted by Sancon Engineering Inc. be considered the lowest responsive and responsible bid, and that the contract be awarded in the amount of \$841,310.00 to Sancon Engineering Inc. The lowest responsive bid is 12.6-percent higher than the Engineer's estimate of \$747,000.

Staff requests authorization to approve change orders up to 20 percent of the contract value. Portions of pipes to be repaired with this project could not be televised due to lack of access or blockages. For this reason, it is possible that additional work may be necessary to make full repairs. In order to avoid costs associated with delays in completion of the work, staff requests authorization to approve change orders up to 20 percent of the contract value, as work necessary may exceed staff's 10 percent authority.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
1/17/2019 9:20 p.m.

ATTACHMENTS:

1. Resolution No. 2019-02
2. Resolution No. 2019-02 - Exhibit "1" Public Improvement Agreement with Sancon Engineering, Inc.

RESOLUTION NO. 2019-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AWARDING A BID TO SANCON ENGINEERING INC., AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR THE STORM DRAIN PIPE LINING AND REHABILITATION PROJECT PHASE I

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the Storm Drain Pipe Lining and Rehabilitation Project Phase I ("Project"); and

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

WHEREAS, pursuant to said notice, five (5) sealed bids for the Project were opened and evaluated on January 10, 2019; and

WHEREAS, Sancon Engineering Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to award this contract to Sancon Engineering Inc. in the amount of \$841,310.00.

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

1. That the above recitations are true.
2. That the Mayor and the City Clerk are authorized to execute, on behalf of

the City, a Public Improvement Agreement with Sancon Engineering Inc. in a substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "1", and subject to final approval as to form by the City Attorney.

3. The City Engineer/Director of Engineering Services is authorized to approve change orders up to twenty percent (20%) of the contract amount.

Exhibit 1

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 **Sancon 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

Storm Drain Pipe Lining and Rehabilitation Project Phase I

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 **Eight Hundred Forty-One Thousand Three Hundred and Ten Dollars (\$841,310.00)**.
4. The work shall be commenced on or before the twenty-first (21st) day after receiving the CITY'S Notice to Proceed and shall be completed within **One Hundred Twenty (120) working days** from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to CITY as fixed and liquidated damages, and not as a penalty, the sum(s) indicated in the LIQUIDATED DAMAGES SCHEDULE below for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due

to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the CITY as provided in the General Conditions.

Liquidated damages schedule:

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

Acknowledged:

Initials of Principal

6. In the event CONTRACTOR, for a period of **ten (10) calendar days** after receipt of written demand from CITY to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, or to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said **ten (10) calendar days**, fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor, or demanding the surety hire another contractor, or by any combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY. The permissible charges for any such procurement of the completion of said work should include actual costs and fees incurred to third party individuals and entities (including, but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by CITY for the increased dedication of time of CITY employees to the Project.
7. To the fullest extent permitted by law, the CONTRACTOR agrees to and does hereby agree to fully defend, indemnify and hold the CITY, its governing board, officers, agents, Project design team members (architect and consulting engineers), consultants, attorneys, and employees harmless of and from each and every claim, assertion, action, cause of action, arbitration, suit, proceedings, or demand made, and every liability, loss, judgment, award, damage, or expense, of any nature whatsoever (including attorneys' fees, consultant costs), which may be incurred by reason of:
 - (a) Asserted and/or actual liability arises from claims for and/or damages resulting from damages for:
 - (1) Death or bodily injury to persons.
 - (2) Injury to, loss or theft of tangible and/or intangible property/ e.g. economic loss.
 - (3) Any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project, except for liability resulting from the sole active negligence, or willful misconduct of the CITY.
 - (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of,

or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off City property.

- (c) Any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01), and updates or renewals, of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction, reconstruction, maintenance, and/or repair of the work under this Agreement.

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

- 8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, of every tier, to take out and maintain:
 - (a) General Liability and Property Damage Insurance as defined in the General Conditions in the amount with a combined single limit of not less that **\$3,000,000 per occurrence**.
 - (b) Course of Construction / Builder's Risk Insurance. See Article 5.2 of General Conditions.
 - (c) Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:
 - (1) Automotive and truck where operated in amounts as above
 - (2) Material hoist where used in amounts as above
 - (d) Workers' Compensation Insurance.
 - (e) Each insurance policy required above must be acceptable to the City Attorney, as follows:
 - (1) Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation and the Errors and Omissions policies.
 - (2) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (3) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (f) In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within 14 days after the date of execution. Failure to

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

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

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

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

By: _____
Zack Beck, City Clerk

By: _____
Paul McNamara, Mayor

APPROVED AS TO FORM:

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

By: _____

Sancon Engineering, Inc.

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,

Storm Drain Pipe Lining and Rehabilitation Project Phase I

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__.

Sancon Engineering, Inc.

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,

Storm Drain Pipe Lining and Rehabilitation Project Phase I

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__.

Sancon Engineering, Inc.

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: _____

Sancon Engineering, Inc.

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:

STORM DRAIN PIPE LINING AND REHABILITATION PROJECT PHASE I

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

We shall appreciate your cooperation in the following matters:

1. Please be alert when driving or walking in the construction area.
2. Tools, materials and equipment are attractive to children. For the safety of the children, please keep them away.
3. Please report all inconvenience to the Foreman on the job, or to the City of Escondido Field Engineering Inspection Office, 760-839-4664. The name and phone number of the contractor are given below.

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

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



FUTURE CITY COUNCIL AGENDA ITEMS

Updated January 17, 2019

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

January 30, 2019
NO MEETING (5th Wednesday)

February 6, 2019
4:30 p.m.

CONSENT CALENDAR

Approval of CalPERS Industrial Disability Retirement for Firefighter/Paramedic Milan Jurovich
(S. Bennett)

Request the City Council approve the CalPERS Industrial Disability Retirement for Firefighter/Paramedic Milan Jurovich.

PUBLIC HEARINGS

CURRENT BUSINESS

Spruce Street Channel Improvement Project and Escondido Transit Center Active Transportation Connections Project Construction Bid Award
(C. McKinney/J. Procopio)

The Spruce Street Drainage Improvement Project will reduce flooding and vector habitat by improving the flow of water through the existing system of concrete channel, storm drain pipe, and earthen channel from Spruce Street and Third Avenue (near Mission Pools) north to Escondido Creek. The ETC ATC Project will provide a pedestrian bridge at W. Valley Parkway (spanning the Spruce Channel) and bike lanes on W. Valley Parkway along the Escondido Transit Center.

Financial Report for Quarter Ended December 31, 2018 and Budget Adjustment
(S. Bennett)

Quarterly financial reports present written financial updates to the City Council concerning certain funds of the City based on the most recent financial information available. These quarterly financial reports include budgetary information for each fund, along with the actual resources received to date. Funds included in this report are the General Fund, Reidy Creek Golf Course Fund, and Water and Wastewater Funds.

FUTURE AGENDA ITEMS

Weekly Activity Report



January 17, 2019

Escondido Company Rings Nasdaq Opening Bell

Escondido based [One Stop Systems, Inc.](#), a leader in specialized high-performance computing, visited the Nasdaq MarketSite in Times Square on January 15. Steve Cooper, Chairman, CEO, President, & Co-Founder rang the Opening Bell.



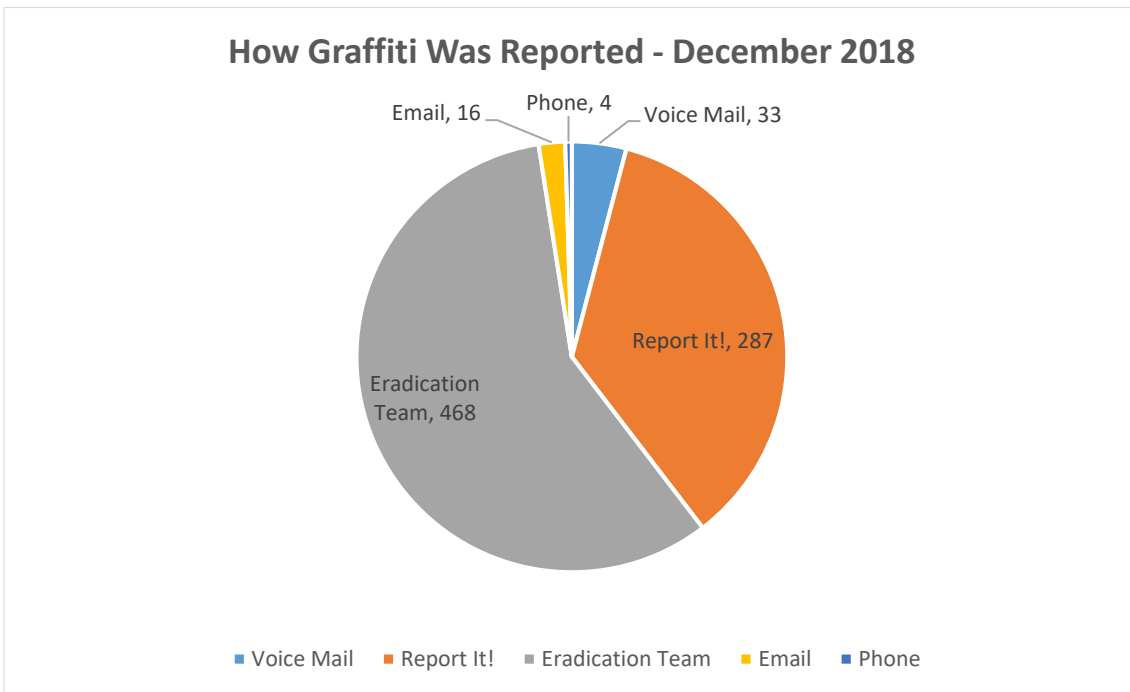
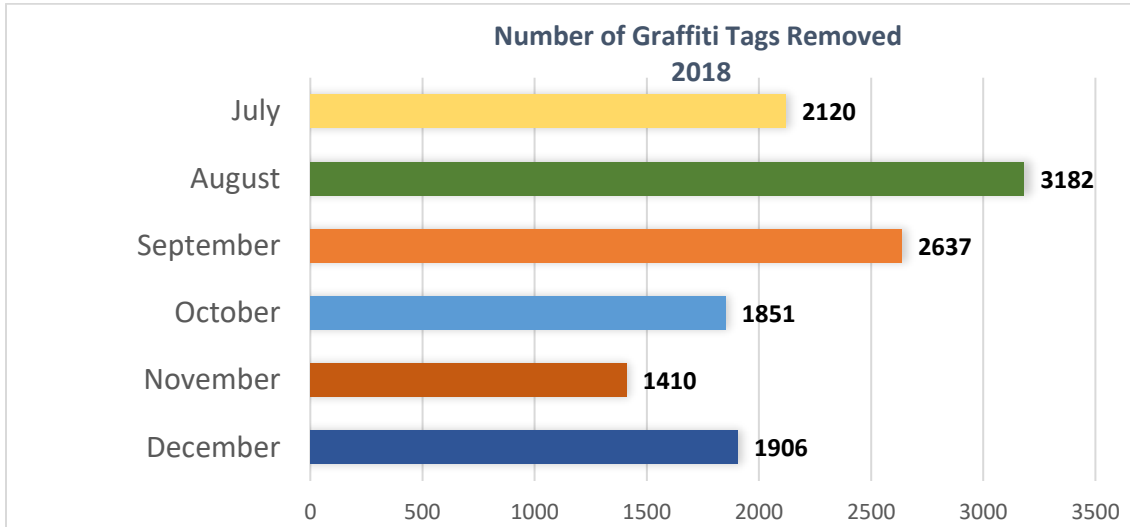
Dine Out Escondido! Restaurant Week

Visit Escondido in partnership with 32 fantastic local restaurants, will present “Dine Out Escondido!” from January 27 through February 2. In its sixth successful year, this important economic program continues to grow, adding new locations each year. For a complete list of participating restaurants and their specials, please go to www.VisitEscondido.com

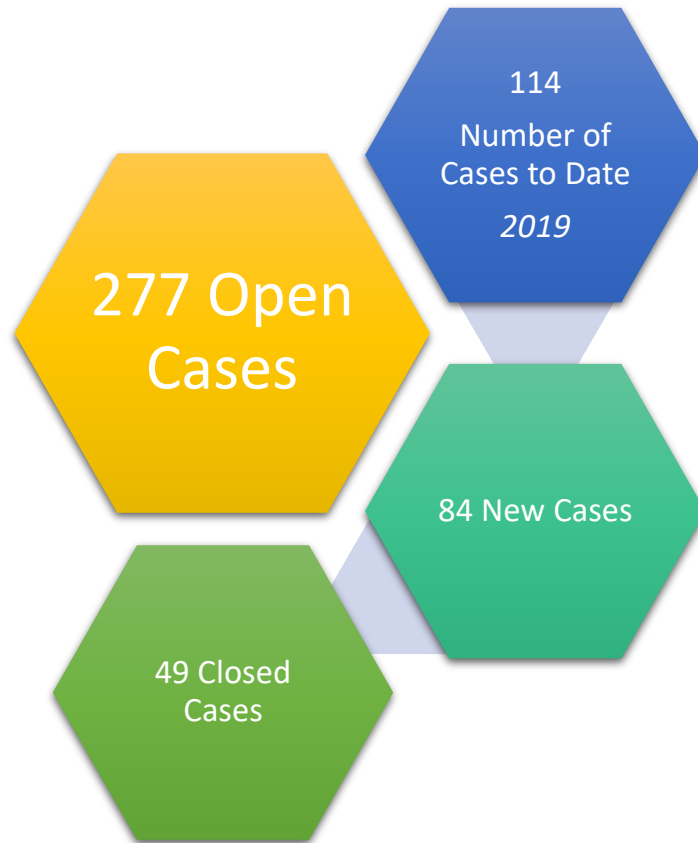


BY THE NUMBERS

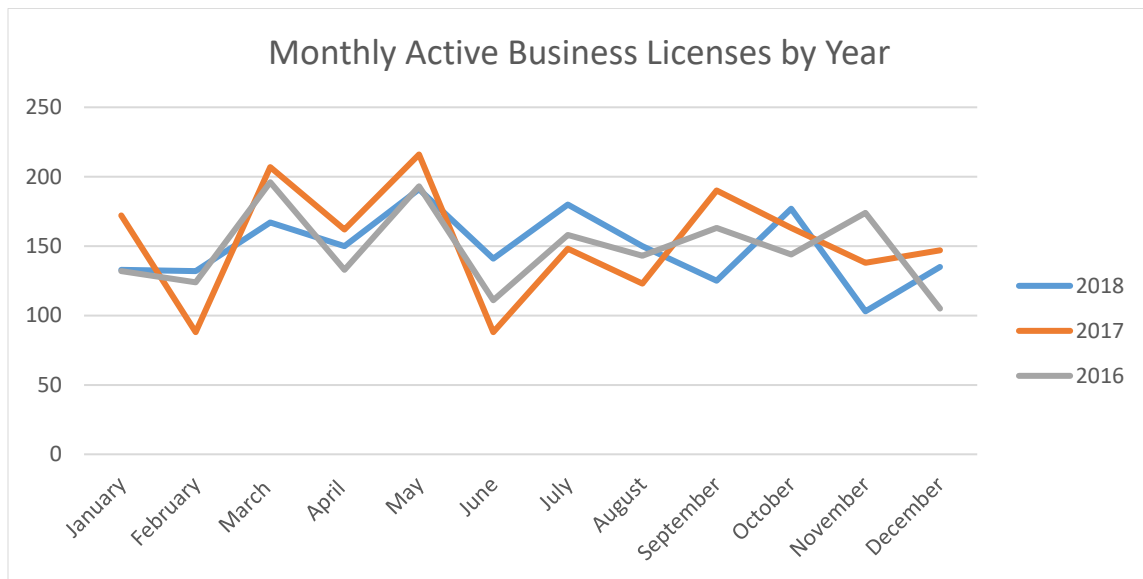
Public Works



Code Enforcement



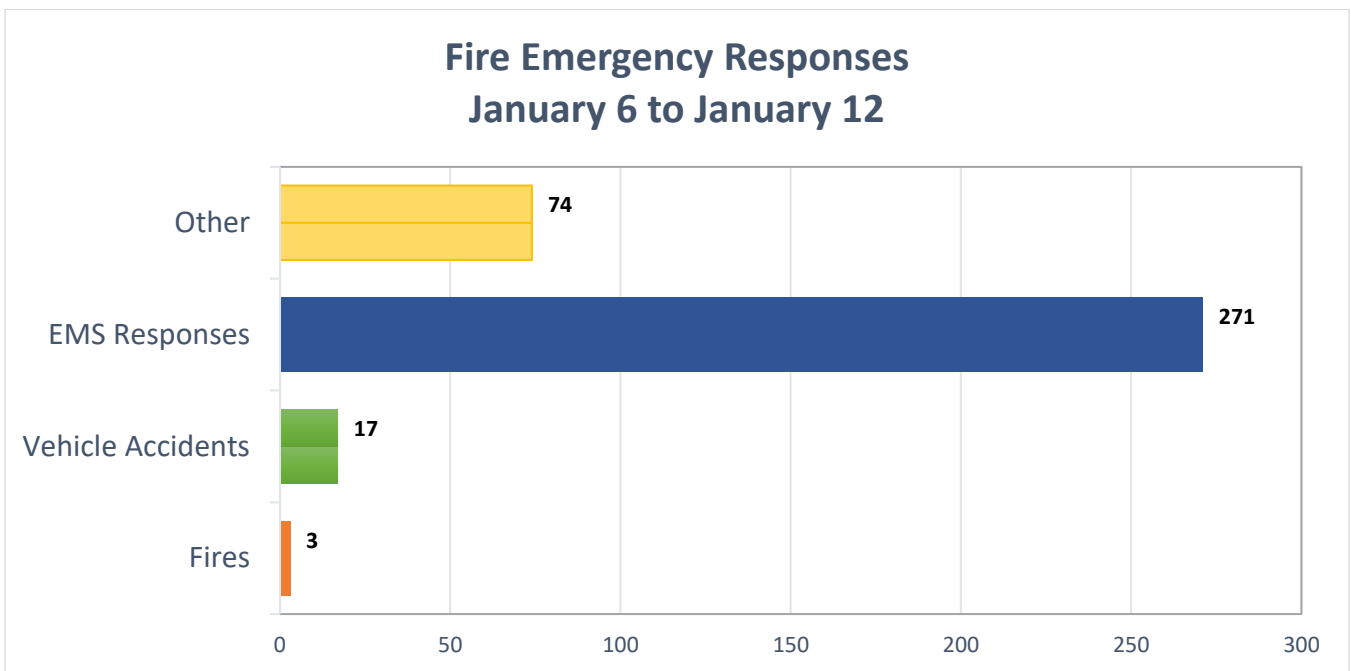
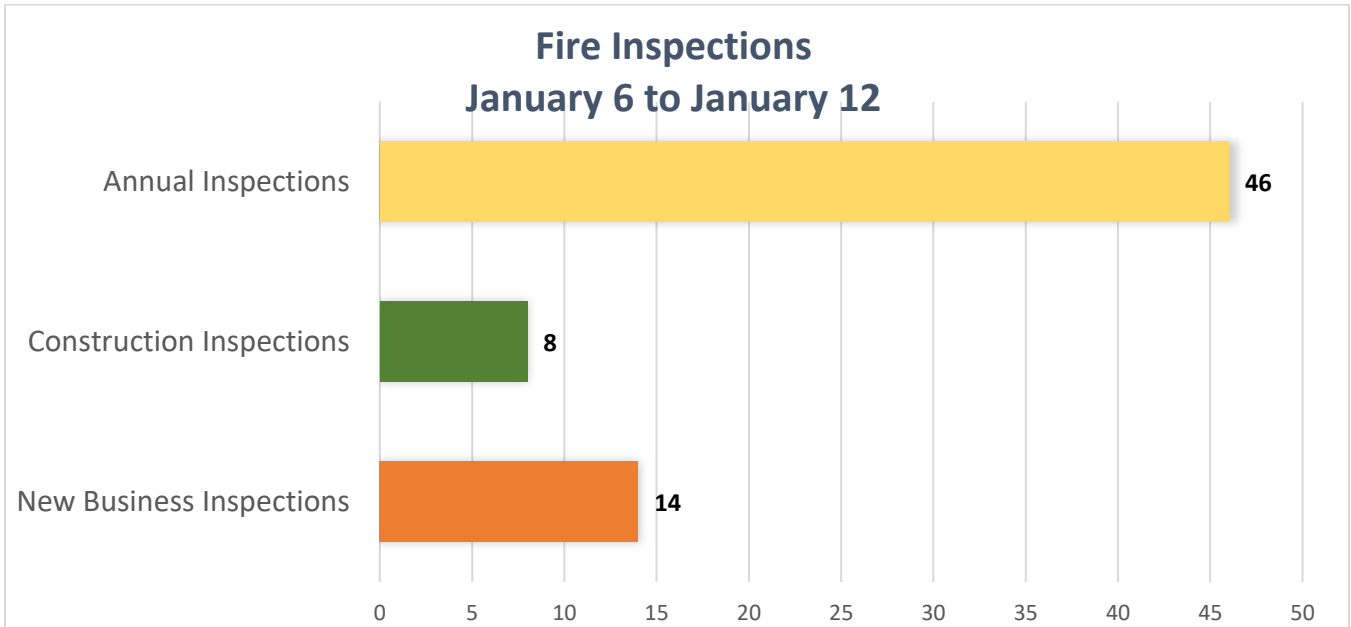
Business Licenses



Graffiti Restitution

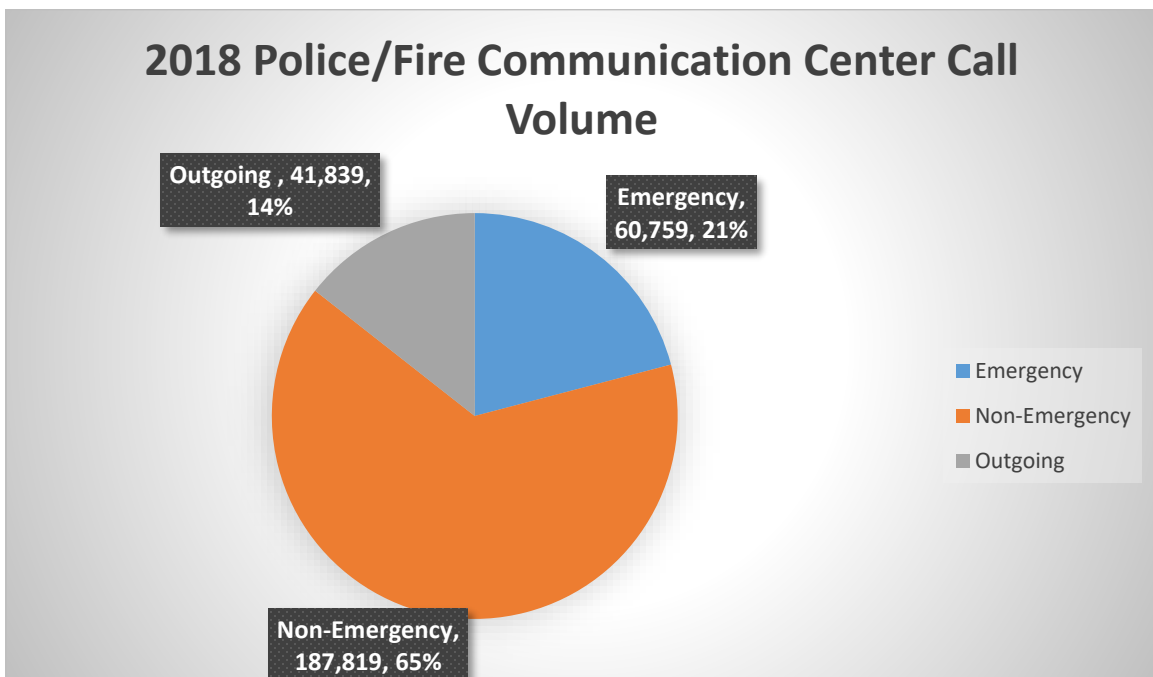
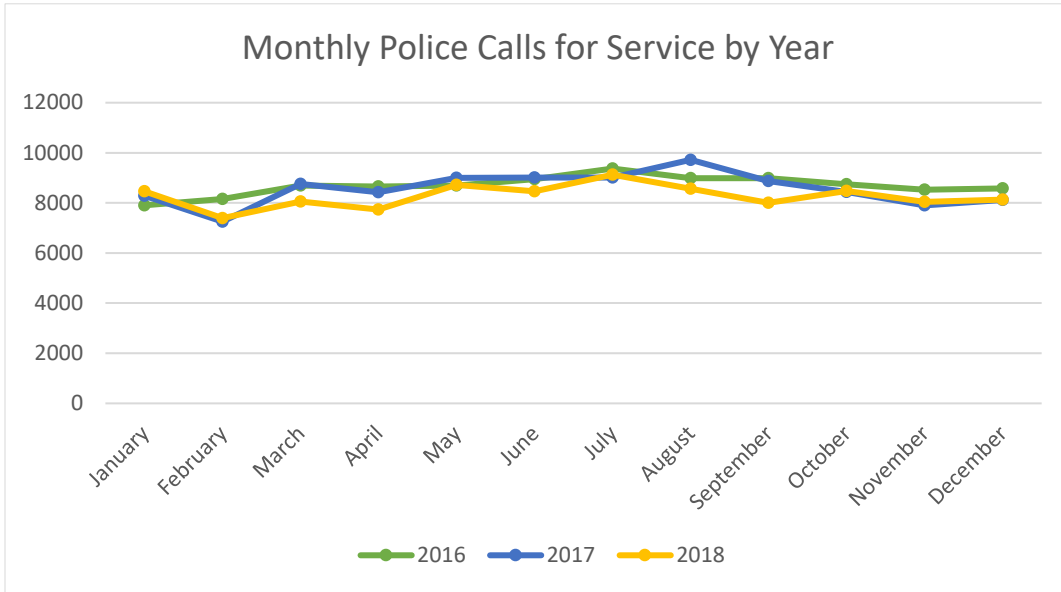
Collected This Week	Collected Year to Date
\$100.00	\$732.63

Fire

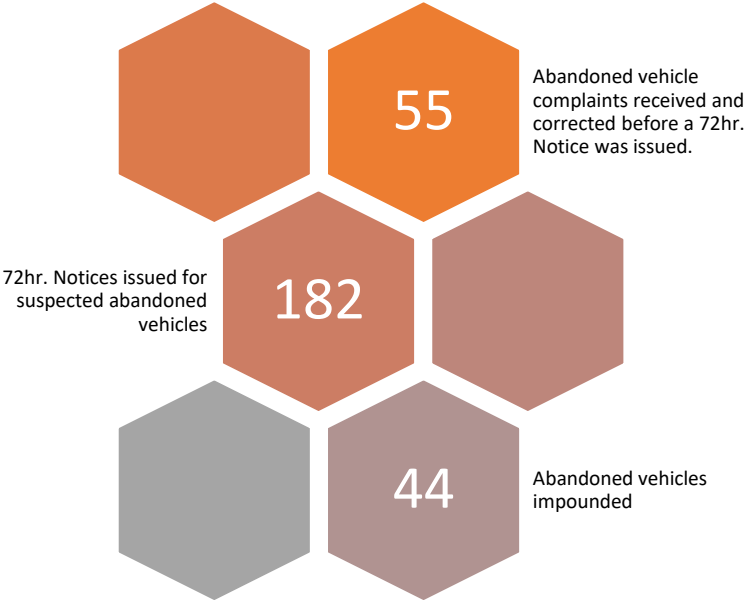


Total Emergency Responses (Year To Date)	561
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Police

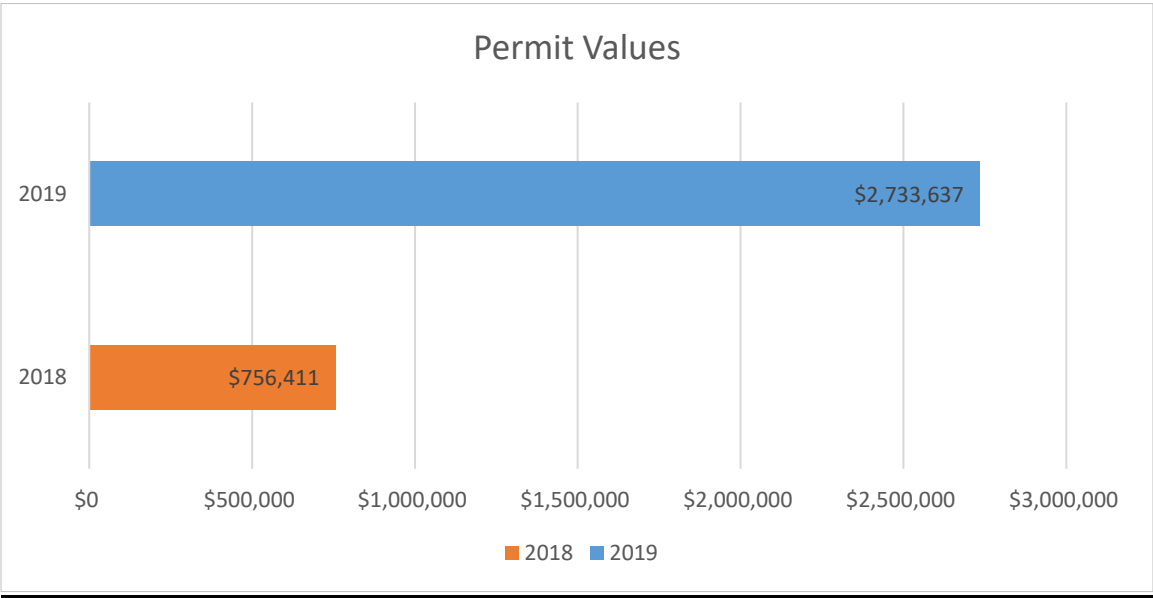


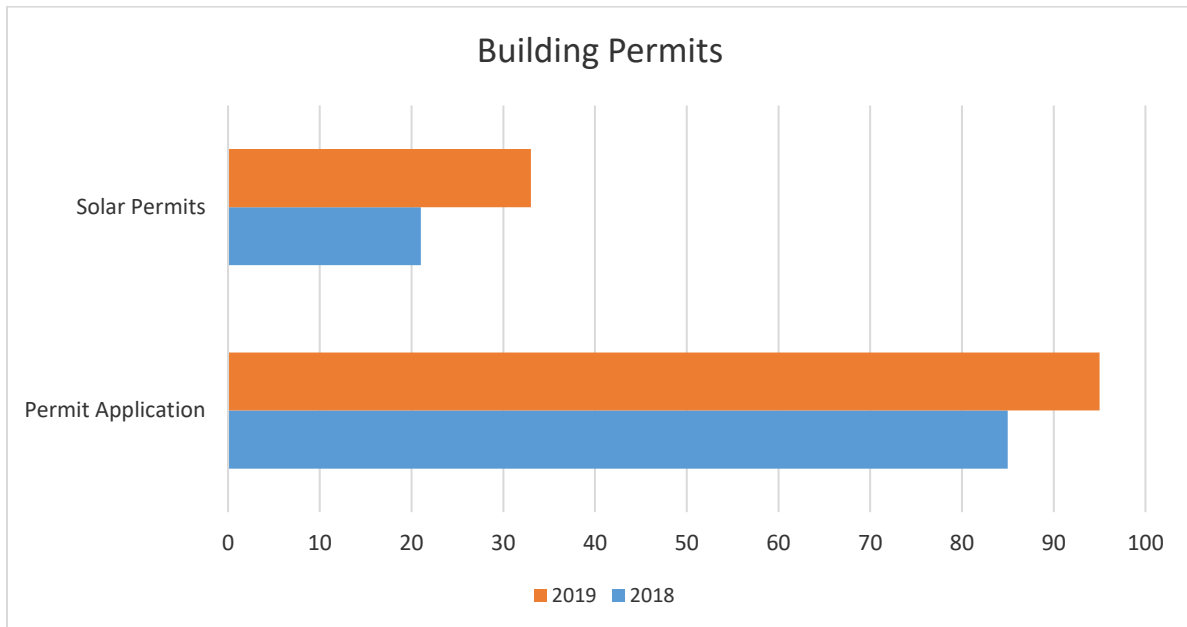
December Abandoned Vehicle Data



Building Division:

**Data reflects activity through January 12th of each year*





POLICE DEPARTMENT

Incidents

“Swatting” Incident Under Investigation

On January 6, 2019, at approximately 10:08 a.m. Escondido police and fire personnel responded to a false 911 call in the 2000 block of Winamar Pl. A caller told 911 dispatchers that there was a house on fire with a woman trapped on the second floor. Reports such as these generate a large emergency response necessary to save human life. However, as emergency personnel arrived it was determined that there was no fire and no emergency. Officers spoke to a teenager at the residence who believed that she was “swatted” after receiving a series of messages on social media. The term “swatting” or “swatted” refers to anonymous callers who call 911 centers falsely reporting significant emergency events that generate a large emergency response. Tragically some of these acts have resulted in injuries and deaths throughout the nation. The Escondido Police department takes these incidents seriously and will seek prosecution for anyone who calls in false reports of an emergency. An investigation into the identity of the caller is on-going.

Tricky Thief Thwarted

On January 11, 2019, at 3:36 p.m. Andrew McCollom (42-year-old resident of Escondido) entered a Verizon store in the 300 block of W. El Norte Pkwy. with what seemed like a clever way to steal a cell phone. As McCollom entered the store he yelled to store employees that someone had just stole his car and that he needed a phone to call 911. McCollom then forcibly removed a cell phone from a display. The employees did not buy his story and quickly tried to prevent the theft. A struggle ensued and McCollom escaped with the stolen phone. Within minutes, officers arrived and arrested McCollom while he was still in the parking lot. McCollom was charged with robbery and booked into the Vista Detention Center.

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.

- 4 arrest
- 5 citations
- 24 extra patrols

Events

January 9, 2019 was National Law Enforcement Appreciation day. To honor this day, “Chopper the Biker Dog” made a visit to the Escondido Police and Fire Headquarters. “Chopper” made sure to bring a very full box of “cop food” (yes, DONUTS!!!) with him. If you have not heard of “Chopper” before, he is well known in the county for his overwhelming support of law enforcement. “Chopper” is seen throughout the county at various community and law enforcement events and even makes special visits to hospitalized police officers. If you want to learn more about this amazing dog, you can find him on social media by searching “Chopper the Biker Dog.”

THANK YOU “CHOPPER”



FIRE DEPARTMENT

News:

On January 7 at 6:31 p.m., the Escondido Police and Fire Communication Center received a report of a shed on fire near a home at the intersection of 7th Ave. and Spruce St. Upon arrival of the first Engine, the shed was fully involved with fire and it had spread to a nearby large tree. The fire was contained and controlled in approximately 15 minutes, but the shed and contents were a complete loss. In addition, the house sustained minor heat and smoke damage. Public Works crews assisted by falling the large tree. Red Cross also assisted the family with essential

immediate needs. There were no injuries to firefighters or civilians. The cause of the fire is under investigation.

Valentine's Day is right around the corner which means it is time for the annual "Love Your Heart" event! The Escondido Fire Department will hold its annual blood pressure clinics in collaboration with San Diego County Health and Human Services. The event is set for Thursday, February 14 from 9:00 a.m. to 3:00 p.m. at several locations to be announced.

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. The grading permit is ready to be issued once Planning confirms information from the applicant that assures adequate parking is provided.
2. Escondido Research and Technology Center (ERTC) – East (Developer: James McCann) 2130 Citracado Parkway – Building plans for the first 71,656 SF medical office building in this approved medical complex area across from Palomar Hospital were submitted into plan check on October 9, 2018. Fire and Esgil have approved the plans. Planning has a hold on the permit until the parking issues below are resolved.

A Specific Plan Amendment (SPA) will be required to move the temporary parking lot on this medical building site to another location within ERTC. The SPA application was submitted on November 13, 2018, and proposes the construction of a new temporary parking lot at the southern end of the ERTC development on Lots 10-15 and a permanent parking lot on Lot 1. Fire is requesting paving for all driveways in the proposed temporary parking lot. A comment letter regarding parking counts and storm water requirements was sent to the applicant in mid-December. The applicant provided a draft MOU document on January 4 (intended to be signed by applicant, PPH and City) explaining the phasing and proposed parking improvements. Revised parking lot plans for both the permanent and temporary lots were received on January 8.

3. Toyota of Escondido Certified Used Car Facility (Developer: Stephen Myers, Toyota of Escondido) 990 N. Broadway – A Plot Plan to assemble five commercial lots including a vacant used car business into an automotive sales and service facility for Toyota. The proposal includes the demolition of a vacant residence and a small expansion of an existing service building. The project application was submitted on January 7. All departments are conducting initial review of the proposal.

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 provided comments on the building plans on September 19, 2018. The final map was approved by City Council on September 19, 2018, and has recorded. The grading permit has been approved and the final improvement plan mylars have been signed. The building plans have been approved by Esgil and Fire. The Planning approval is still outstanding and awaiting minor plan revisions to be returned by applicant.
2. Citracado Business Park (Developer: Dentt 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 have completed their initial review and comments were sent to the applicant on September 17, 2018. SDG&E also has provided comments regarding the high voltage power lines that traverse the site. The applicant's traffic consultant submitted revised methodology and distribution to Engineering on October 19, 2018. A meeting with the applicant to review the various departmental comments occurred on October 29, 2018. Another round of comments related to the proposed specific plan have also been provided. A revised submittal including the remaining environmental documents is expected soon.

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. The RFP was issued to a short-list of three selected consultants with a deadline of December 20, 2018, to submit their proposals. On January 16, the City Council discussed the proposed location of the MFRO and provided additional direction to staff.
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 has been compiled and analyzed by the City's biological consultants based on recent conversations with the agencies. The biological consultant and staff met with the wildlife agencies on November 28, 2018 to discuss a modified approach to fulfilling mitigation requirements. Written information summarizing what was discussed at the meeting was transmitted to the agencies on December 4, 2018.

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. Public review of the draft Mitigated Negative Declaration (MND) commenced on January 11 and closes on February 11. A neighborhood meeting to discuss the project with interested residents has been scheduled for January 30. A Planning Commission hearing has tentatively been scheduled for March 12.

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>

The responses to comments have generated related revisions to the project design. The applicant's engineer submitted a revised tentative map on October 26, 2018. Generally, the amount of grading and the area of disturbance has decreased, while the overall number of 550 residential lots has remained the same. The revised Tentative Map and exhibits have been posted on-line at the link above.

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. Revised plans were submitted the week of November 26, 2018. Fire has noted several previously identified issues remain unaddressed. Planning and Engineering expect to issue comments next week.
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. 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, and a second submittal was received on October 2, 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. Country Club Lane street improvement plans were submitted for first plan check on October 9, 2018, and Engineering comments were provided on November 21, 2018. Second plan check submittal for the Country Club Lane street improvement plans and fourth plan check for the Village 1 rough grading plan are expected to be submitted mid-January. Preliminary floor plans were reviewed and commented on by Planning at the end of December. Architectural plans are expected soon. A tree removal permit to remove trees on the former golf course property was issued by Planning on December 19, 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. LAFCO approved the annexation application on October 1, 2018, and the annexation has recorded. The new homebuilder, Taylor Morrison Homes submitted a Precise Development Plan to Planning on December 14, 2018. Grading plans, final map and improvement plans were submitted for review on December 7, 2018. Staff is still awaiting submittal of a certified Tentative Map as the initial step in the plan check process. It is expected that staff comments will be provided next week.
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. A purchase and sale agreement for the project site (Parking Lot 1) was approved by the City Council on September 19, 2018. Concerns regarding parking have been expressed; and the applicant has brought a parking consultant on board to review the issue.
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. 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, and revised documents are expected soon.
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. Outstanding issues include guest parking, drainage, additional fire hydrant and an ambulance turnaround. A meeting with the applicant to discuss these issues took place on October 11, 2018. Revised plans were resubmitted on November 29, 2018. Planning, Engineering and Fire returned comments in early December.
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. Multiple meetings with the applicant have taken place since the project submittal to discuss project design issues. A constraints map to identify fire access routes and locations of existing utilities has been approved by staff and the applicant utilized that map to submit a revised project on November 21, 2018. Staff comments from Planning, Engineering, Utilities and Fire were returned to the applicant on December 27, 2018. A follow-up meeting with Planning occurred on January 15.

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 Daley 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 follow-up meeting with the applicant to discuss these issues occurred on October 11, 2018.

A project webpage containing draft documents and plans has been added to the Planning Division's website at the following link:

[Daley Ranch Resort Specific Plan - City of Escondido](#)

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 along the project frontage. 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 closed on October 1, 2018. A Scoping Meeting occurred on September 6, 2018. The applicant submitted revised plans and studies on October 16, 2018. Engineering, Utilities and Fire provided comments on the revised plans on November 13, 2018. A follow-up meeting with the applicant occurred on November 28, 2018. Traffic Engineering provided comments on the Traffic Impact Analysis on December 10, 2018. Staff comments on the first screen check draft of the EIR were issued on January 14.

12. Oak Creek (Builder: KB Homes) 65 single-family residential lots on approximately 44 acres at Felicita Road and Hamilton Lane – The original developer, New Urban West, has secured permits from CDFW, ACOE and RWQCB. The new builder (KB Homes) filed an application to revise the architecture and reduce the size of the homes. The Zoning Administrator approved a modification to the Precise Development Plan to revise the architecture on October 25, 2018. Grading, drainage and storm water management plans were submitted for first plan check on July 25, 2018. Fire and Engineering issued comments on the rough grading plan on September 4, 2018. Second plan check submittals for rough grading and off-site improvements were received on October 23, 2018 and those plan checks have been completed. Fence and wall plans were submitted the second week of December. The model homes were submitted into plan check the last week of October and still require a Precise

Grading Plan to be submitted. The project biologist and landscape architect are coordinating completion of the biological mitigation requirements with staff prior to issuance of a grading permit. A third plan check of the rough grading plan was received in late December and comments were returned on January 4. Second plan check submittal for the final map and on-site improvements is expected to be received this week. Planning sent comments on the proposed street names last week.

13. Mercado 3-Story Mixed Use Building (Developer: Curtis Lively) 5 residences and 2 commercial suites on 0.14-acre at 510 W. 2nd 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. Additional Planning and Engineering comments were sent to the applicant on September 27, 2018. Planning provided additional comments on an emailed version of a revised site plan on November 26, 2018, and a revised project submittal was received on December 11, 2018. Comments from Fire, Utilities and Planning on the revised plans were sent to the applicant on January 2. Staff design review was completed on January 3, and comments were provided to the applicant.
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. Initial multi-department comments were sent to the applicant on September 26, 2018. The applicant met with Fire, Engineering, Planning and Utilities staff on October 16, 2018 to discuss the staff comments. An alternative site plan showing garage access from Quince Street was submitted by the applicant on October 31, 2018. A second alternative that provides vehicular access from Second Avenue was discussed with Engineering on December 19, 2018, and a revised site plan incorporating that change of access into the project plans is expected in about two weeks.
15. Villa Portofino (Developer: Chris Post, ATC Design Group) 15 apartment units in a three-story building with parking garage at 2690 S. Escondido Blvd. – This 15-unit multi-family residential project on a 0.52-acre parcel between S. Escondido Blvd and Cranston Drive was submitted as a Plot Plan application on November 28, 2018. A comment letter was issued on December 20, 2018. Comments included the need to evaluate the building construction type for fire purposes.
16. Palomar Heights (Developer: Ninia Hammond, Integral Communities) Demolition and redevelopment of the old Palomar Hospital site with 424 multi-family units in 33 buildings – A proposed Tentative Map, Planned Development, Specific Plan Amendment and EIR to redevelop the 13.8-acre former hospital site. Up to 5,500 square feet of recreation or commercial space could be included. The project application was submitted on December 24, 2018. All departments are commencing review of the project plans. The initial plan submittal was presented to the Board of the Downtown Business Association on January 9, and the Economic Development Committee of the Chamber of Commerce on January 10.
17. Henry Ranch (Builder: Joe Martin, Trumark Homes) An approved development of 97 single-family residential homes on 74.35 acres at the eastern terminus of Lincoln Avenue – The Tract 920 development proposal was originally approved in 2007 and an extension of the associated Development Agreement was approved in 2016. Trumark Homes acquired the property in 2018 and intends to complete the subdivision. A revised substantial conformance plan for the

Certified Tentative Map was submitted January 15. Submittal of final engineering plans is expected soon.

18. Accessory Dwelling Units – Planning staff is currently working on five applications for accessory dwelling units. No accessory dwelling units have been approved yet this year. 24 accessory dwelling units were approved in 2018. Three accessory dwelling units were approved in 2017.

Building Division:

1. The Building Division issued 58 permits (including 23 solar photovoltaic) with a total valuation of \$1,913,803.
2. Our building inspectors responded to 167 inspection requests and 159 customers visited the Building counter during the week.
3. *No change from the previous:* The Meadowbrook three-story apartment building with underground garage at 2081 Garden Valley Glen is preparing the building for final inspection. Building inspected the suspended ceiling on January 4.
4. *No Change from the previous:* The Westminster Seminary at 1725 Bear Valley Pkwy so far has received final inspection approval and Temporary Certificates of Occupancy for all buildings except for Buildings B and H.
5. *No change from the previous:* The Emmanuel Faith Church at 639 E. 17th Ave received final inspection corrections on November 14, 2018 and they are working on the inspection corrections.
6. *No change from the previous:* The Veterans Village project at 1540 S Escondido Blvd has received approval for early gas meter release for testing.
7. The Latitude 2 apartment project at 650 Center City Pkwy has received a 30-day Temporary Certificate of Occupancy for Building 1, drywall inspection at Building 6, trash enclosure foundation inspection at Building 3 and electric meter release at Building 4.
8. *No change from the previous:* The new two story church sanctuary building at 1864 N. Broadway has completed exterior lath and drywall.
9. The Citron multi-family project at 2516 S. Escondido Blvd. has received rough framing approval for Buildings 7 and 8, exterior lath for Building 9, electric meter release for Building 4, gas test for Building 5 and drywall for Building 10.
10. *No change from the previous:* The new 105-room hotel at 200 La Terraza received drywall approval for the 4th floor corridors.
11. The four-story, 102,774 sf self-storage building at 222 W. Mission Ave has received inspection approval for drywall throughout the building.

12. The new five-story self-storage building at 852 Metcalf St. has received 3th floor pan deck framing inspection.
13. *No change from the previous:* The new Gateway Grand 126-unit apartment project at 700 W. Grand Ave. has received foundation for all pier footings for Building A and foundation and slab inspection for Buildings A and B and the clubhouse building and grade beams for Building C.
14. *No change from the previous:* Inspections have been requested for floor sheathing for all 3 buildings at the new apartments on 917 W. Lincoln Ave. The project has 3 buildings and 9 total units.
15. Permits were issued for a new 4,668 square foot single story bank building with drive-thru at 150 N. Quince.
16. Permits were issued for structural repairs at the former Baja Foods building at 607 W. 9th Ave.
17. Permits were issued for two new single-family dwellings at 829 E 4th Ave.

ENGINEERING DEPARTMENT

Capital Improvements

1. Valley Parkway/Valley Center Road Widening Project: Calendar Day 373 – The contractor is applying organic mulch to sloped surfaces that were disturbed or constructed during the course of construction. The electrical meter that supplies power to the irrigation controller for the southerly section of the project is set to be installed on Thursday of this week.
2. 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. The project is currently out to bid. In response to several requests by prospective bidders, the bid opening date was extended to January 24.
3. Missing Link Project –Engineering staff has reached out to the manufacturer of the traffic signal poles for the Woodward/Broadway intersection. They informed the City on Wednesday January 16 that the new shipping date will now be May 3. No clear explanation has been provided to explain the discrepancy for information previously provided.
4. HSIP Traffic Signal Project – *No changes from that reported last week:* The project will provide new traffic signals at Valley Parkway/Date Street and El Norte Parkway/Fig Street intersections. The project is funded by the Highway Safety Improvements Projects. The Notice to Proceed was issued this week during a preconstruction meeting. The traffic signal poles will be ordered this week with an anticipated delivery in 20 weeks. The construction of the surface improvements will begin on May 6.

5. Tulip Street Improvements Phase IV – The Tulip Street Phase IV bid opening was held. The apparent low bidder is Southland Paving Inc. with a bid of \$1,148,793.75. The project will complete Tulip Street between 2nd and 3rd Street as well as a portion of Grand Avenue. The project will be awarded at Wednesday’s City Council meeting.
6. Multi Neighborhood Street Light L.E.D. Retrofit Project – The project will upgrade 644 existing high pressure sodium lights with energy efficient L.E.D. fixtures. The project boundaries are Lincoln Avenue to the North, 13th Avenue to the South, Ash Street to the East and Upas Street to the West. The project will be awarded at Wednesday’s City Council meeting.
7. Storm Drain Pipe Lining and Rehabilitation Project Phase1 – The project consists of 14 work zones and 3 Bid Alternate locations for the videoing, grouting, repairing, and lining of existing corrugated metal pipes (CMP) within the Cities inventory. The project bid opening was January 10. Four Engineering contractors supplied bids. The apparent low bidder was Sancon Engineering Inc. with a bid of \$841,310.00. The Engineers estimated the project will cost \$746,734.00

Private Development

8. Centre City Shopping Center – The project has been walked and a punch list has been provided. The traffic signal contractor has been on site working to resolve signal reliability issues. The project is located at 425 West Mission Avenue.
9. Tract 932 - Canyon Grove Shea Homes Community – *No changes from that reported last week:* Engineering will be finagling additional houses this week. Of the 179 home lots developed since the start of construction on February 11, 2016, only 30 remain unoccupied.
10. Latitude II Condominiums by a Lyon Homes Partnership: Washington Avenue @ Centre City Parkway – *No changes from that reported last week:* The contractor is removing excess soil material from along the Centre City Parkway frontage this week.
11. Exeter Industrial Park –*No changes from that reported last week:* The new pedestrian ramp and traffic signal relocation were completed this past week as scheduled. Project completion is expected in the coming weeks. The project is located at 2005 Harmony Grove Road.
12. Tract 934 – Is a 5 lot subdivision located at 1207 Gamble Street. The construction of the underground utilities is scheduled to begin soon.
13. Gateway Project – The contractor has completed final water quality testing. Due to the weather conditions final water line connections have been delayed to the following week. The project is located at 700 W. Grand Avenue, the previous site of Escondido Police Department.
14. Lincoln Rock Apartments –*No changes from that reported last week:* On site paving has been performed and delivery of lumber to the site has begun. The project is located at the Southwest corner of Rock Springs Road and Lincoln Avenue.
15. Veterans Village – The construction of onsite improvements is the focus of construction this week.

16. KB Homes Oak Creek Project - *No changes from that reported last week*: The contractor is nearing completion of the remedial grading to remove unsuitable material from within the project. This work is focused on 4 specific areas. The project is located at the intersection of Hamilton Lane and Miller Avenue.

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