



**FEBRUARY 13, 2019**  
**CITY COUNCIL CHAMBERS**  
**3:30 P.M. Closed Session; 4:30 P.M. Regular Session**  
**201 N. Broadway, Escondido, CA 92025**

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

**ELECTRONIC MEDIA:**

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

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

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

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



# Council Meeting Agenda

**February 13, 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 REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**

- a. **Property:** 1201 East Washington Avenue, APN 230-141-01-00
- City Negotiator:** Jeffrey Epp, City Manager
- Negotiating Parties:** San Diego Gas & Electric
- Under Negotiation:** Potential Temporary Lease Agreement

## ADJOURNMENT





# Council Meeting Agenda

**February 13, 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:

- 327229 - 327451 dated January 30, 2019

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

**3. APPROVAL OF MINUTES: None Scheduled**

**4. REQUEST FOR AUTHORIZATION TO PROCESS AN AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN TO ACCOMMODATE THE DEMOLITION AND RECONSTRUCTION OF DISCOUNT TIRE -**

Request the City Council approve authorizing City staff to accept and process an application to amend the Downtown Specific Plan. The amendment would accommodate the replacement of the Discount Tire store at 209 South Escondido Boulevard, with a larger store and expanded parking lot that would occupy both the existing parcel and a neighboring parcel.

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

**5. CONSULTING AGREEMENT FOR CONTRACT PLANNING SERVICES FOR THE PALOMAR HEIGHTS PROJECT (SUB 18-0011) -**

Request the City Council approve authorizing the Mayor and City Clerk to enter into an agreement for professional services with Harris and Associates in an amount not to exceed \$106,600 to serve as an extension of Planning Division staff related to the proposed Palomar Heights project. Professional services would primarily be related to the management of the environmental review process for the project. Authorizing this request does not have a legally binding effect on any possible future discretionary action related to this project.

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

RESOLUTION NO. 2019-25

**6. FIRST AMENDMENT TO THE PUBLIC SERVICES AGREEMENT FOR THE IMPLEMENTATION SERVICES FOR THE CITYWORKS PROJECT AND BUDGET ADJUSTMENT -**

Request the City Council approve a First Amendment to the Public Service Agreement with the Timmons Group for the sum of \$175,000 to continue to implement the Cityworks Project Software and a budget adjustment in the amount of \$175,000 from the General Fund.

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

RESOLUTION NO. 2019-27

7. **PURCHASE ORDER INCREASE FOR SODIUM CHLORIDE FOR WATER TREATMENT -**  
Request the City Council approve an increase of \$75,000 to the City's Fiscal Year 2018/2019 purchase order with Step Saver, Inc. Step Saver provides the Water Treatment Plant with the chemical sodium chloride, used during the disinfection process.

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

RESOLUTION NO. 2019-28

8. **SALE OF PROPERTY: 2400 WEST VALLEY PARKWAY, LOT #20 AT ESCONDIDO VIEWS MOBILEHOME PARK -**

Request the City Council approve authorizing the Real Property Manager to execute documents necessary to complete the sale of 2400 West Valley Parkway, Lot #20 at Escondido Views Mobilehome Park.

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

RESOLUTION NO. 2019-34

### **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**

9. **CONSULTING AGREEMENT FOR THE DESIGN OF THE WASHINGTON PARK SKATE SPOT AND PARKING LOT EXPANSION -**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Consulting Agreement for Design Professionals with New Line Skateparks in the amount of \$143,574 for the design of the Washington Park Skate Spot and Parking Lot Expansion Project.

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

RESOLUTION NO. 2019-32

10. **SANDAG SMART GROWTH INCENTIVE PROGRAM GRANT AGREEMENT AND BUDGET ADJUSTMENT FOR THE GRAND AVENUE STREETScape IMPROVEMENT PROJECT - PHASE I**

Request the City Council approve authorizing the City Manager or his designee to execute a grant agreement, complete all forms for the Grand Avenue Streetscape Improvement Project - Phase I, and approve a related budget adjustment in the amount of \$1.1 million.

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

RESOLUTION NO. 2019-33

**11. BID AWARD FOR PUBLIC IMPROVEMENT AGREEMENT: SPRUCE STREET CHANNEL IMPROVEMENT PROJECT AND ESCONDIDO TRANSIT CENTER ACTIVE TRANSPORTATION CONNECTIONS PROJECT -**

Request the City Council approve authorizing the award of a Public Improvement Agreement in the amount of \$3,523,810 to Palm Engineering Construction Company, Inc. for construction of the Spruce Street Channel Improvement Project and the Escondido Transit Center for Active Transportation Connections Project.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio and Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2019-21

**FUTURE AGENDA**

**12. 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. This report is also available on the City's website, [www.escondido.org](http://www.escondido.org).

- **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**

<b>UPCOMING MEETING SCHEDULE</b>				
<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>	<b>Location</b>
February 20	-	-	No Meeting	-
February 27	Wednesday	8:00 AM	State of the City	CCAE
March 6	-	-	No Meeting	-
March 13	Wednesday	12:30 PM	City Council Action Plan	Mitchell Room

## TO ADDRESS THE COUNCIL

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

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

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

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

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

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

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

### LIVE BROADCAST

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

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

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

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

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



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

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



**AFFIDAVITS**

**OF**

**ITEM**

**POSTING**



## CITY COUNCIL STAFF REPORT

Consent Item No. 2

February 13, 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 327229 – 327451 dated January 30, 2019.

FISCAL ANALYSIS:

The total amount of the warrants for the period of January 24 – 30, 2019 is \$2,177,428.64.

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

February 13, 2019

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**APPROVAL**

**OF**

**MINUTES**



## CITY COUNCIL STAFF REPORT

**Consent Item No. 4**

**February 13, 2019**

**File No. 0800-70**

**SUBJECT:** Request for Authorization to Process an Amendment to the Downtown Specific Plan to Accommodate the Demolition and Reconstruction of Discount Tire

**DEPARTMENT:** Community Development Department, Planning Division

**RECOMMENDATION:**

It is requested that the City Council authorize City staff to accept and process an application to amend the Downtown Specific Plan. The amendment would accommodate the replacement of the Discount Tire store at 209 South Escondido Boulevard, with a larger store and expanded parking lot that would occupy both the existing parcel and a neighboring parcel.

**FISCAL ANALYSIS:**

For the purposes of this agenda item, the City Council will only be providing direction to staff on the processing of a Specific Plan Amendment. Authorization to process this amendment would have no direct fiscal impacts. The privately initiated amendment application, if and when submitted, would be processed using existing staff resources with costs to be paid by the project applicant.

**PREVIOUS ACTION:**

On August 7, 2013, the City Council adopted Resolution No. 2013-85, approving a comprehensive update to the Downtown Specific Plan. The update provided land use regulations and development standards that would foster a more urban environment with higher residential densities and a mixture of land uses. Two amendments to the Downtown Specific Plan have been approved since then to allow ground-floor residential uses as part of a planned development at 700 W. Grand Avenue (Ordinance No. 2016-16), and drive-thru restaurants as a conditional use in the Centre City Urban and Gateway Transit Districts of the Specific Plan (Ordinance No. 2018-18). Additionally, City Council has previously authorized the intake of three (3) other privately-initiated Specific Plan Amendments, consisting of the development of an affordable senior housing project at 220 North Quince Street, redevelopment of the Palomar Hospital site, and the conversion of a dental office into a wedding venue at 209 East 4<sup>th</sup> Avenue. Applications for these three (3) amendments have been submitted to staff, but they have not yet been brought forward to City Council for consideration.

**BACKGROUND:**

The Planning Division has received a request from Halle Properties, LLC, to initiate an amendment to the Downtown Specific Plan in order to accommodate the demolition of an existing Discount Tire store at 209 South Escondido Boulevard, to be replaced with a larger Discount Tire store. The new, enlarged store and associated parking would be constructed across both the existing Discount Tire lot and the neighboring lot at 339 West 2<sup>nd</sup> Avenue, the latter of which currently is occupied by Bridals by Susanti.

Both properties have a General Plan land use designation of Specific Plan Area (SPA #9), and are within the Historic Downtown District of the Downtown Specific Plan.

Automobile supply stores providing incidental installation of merchandise are not currently a permitted or conditionally permitted use within the Historic District of the Downtown Specific Plan. Only the Gateway Transit and Southern Gateway Districts of the Downtown Specific Plan permit this use, and in the latter case, it is only permitted along Escondido Boulevard. The existing Discount Tire store is a legal non-conforming use, and the costs of any improvement or expansion activities are prohibited from exceeding 25% of the valuation of the facility (per Chapter 33, Article 61, Division 3 of the City of Escondido Zoning Code). The project as proposed will not conform to this limit. Therefore, a Specific Plan Amendment would be necessary to permit or conditionally permit automobile supply stores with incidental installation. Alternatively, the amendment could adjust the Southern Gateway District boundary to include this site. The benefit of the second approach would be to allow the processing of the subject application without jeopardizing the future build-out character of the Historic District.

It is also worth noting that the proposed land use type (automotive repair) is a category listed for special study as part of the Zoning Code Land Use Study, which was authorized for processing in May 2018. The study is scheduled for conclusion in March 2019, with public hearings in April and May.

Pursuant to Chapter VIII of the Downtown Specific Plan, projects requiring an amendment to said Specific Plan must be brought before the City Council for initiation prior to submittal of an application. Should the Specific Plan Amendment initiation request be authorized, Halle Properties would be required to submit an application for a Conditional Use Permit along with their application for a Specific Plan Amendment. It is anticipated that a Negative Declaration or Mitigated Negative Declaration would be prepared for the project per the California Environmental Quality Act (CEQA). A letter from Halle Properties summarizing their potential project is attached to this staff report as Attachment 1. Details of the proposed project will be analyzed by city staff once a formal application is submitted. It is possible that the project description may change as a result of issues identified during review of the proposal. Any changes would be reviewed to ensure that they meet the strategic goals identified in the Downtown Specific Plan.

The request being made by Halle Properties at this time is only to allow them to submit an application to amend the Downtown Specific Plan. The City Council's decision on this request does not grant approval for an amendment, nor does it commit the City Council to any future decision on the merits of the project. Rather, it allows city staff to process the application. Once the application has been reviewed and the necessary environmental analysis has been conducted, the project will be presented to the City Council for consideration. At that time, the City Council would make a decision as to whether to approve the project.

The Downtown Specific Plan can be found at the following link:

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/DowntownSpecificPlan.pdf?v=3>

ENVIRONMENTAL REVIEW:

The California Environmental Quality Act (CEQA) requires all projects to be reviewed to assess potentially significant impacts to the environment unless they are exempt from such review by guidelines of the act. The request being made at this time is statutorily exempt from the CEQA pursuant to CEQA Guidelines Section 15262, Feasibility and Planning Studies, which states that “A *project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or Negative Declaration.*” Since the request involves only the consideration of whether to process an application for an amendment to the Downtown Specific Plan, and not the amendment itself, action taken by the City Council on this item provides only general direction and does not have a legally binding effect on any possible future discretionary action.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Bill Martín*, Director of Community Development  
2/6/2019 3:29 p.m.

ATTACHMENT:

1. Attachment 1 – Project Summary Letter

**HALLE PROPERTIES, L.L.C.**  
**An Arizona Limited Liability Company**

**20225 N. Scottsdale Road, Scottsdale, Arizona 85255**  
**(480) 606-6000**

January 7, 2019

City of Escondido  
Escondido Planning Department  
Attn: Bill Martin  
Director of Community Development  
201 N. Broadway  
Escondido, CA 92025

RECEIVED

JAN 08 2019

City of Escondido Planning Division

Re: Discount Tire  
Application for Specific Plan Amendment/Zoning Change  
209 S. Escondido Boulevard  
339 W. 2<sup>nd</sup> Avenue  
Escondido, CA 92025

Dear Mr. Martin,

Thank you for the opportunity to propose a Specific Plan Amendment to the Historic District of the Downtown Specific Plan. We are proposing a redevelopment at the location of the existing Discount Tire Store located at 209 S. Escondido Boulevard and the existing Bridals by Susanti shop located at 339 W. 2<sup>nd</sup> Avenue. The existing Discount Tire Store located at 209 S. Escondido Boulevard is classified as an Automobile Supply Store with Incidental Installations, and is an existing non-conforming use within the Historic District of the Downtown Specific Plan. It is our understanding that the existing Use was approved prior to the General Plan Amendment.

The redevelopment proposes a new 8,192sf Discount Tire Store at the location occupied by the existing Discount Tire Store and Bridals by Susanti. The proposed use is an Automobile Supply Store with Incidental Installations, and is not permitted within the Historic District of the Downtown Specific Plan. The redevelopment will require a Specific Plan Amendment / Zoning Change for the proposed Use.

The redevelopment will consist of 36 new parking stalls along with new architecture conforming to the principals and requirements outlined in the Historic District of the Downtown Specific Plan. The redevelopment will conform to current LID requirements and City of Escondido Standards/Codes. We are confident that the proposed redevelopment will bring increased value to the Downtown District and the adjacent uses.

Discount Tire was founded in 1960 and has been in business for nearly sixty years. Specialty retail sale of passenger car and light truck tires and wheels is our only business. We do not perform mechanical work or handle hazardous materials. We are the most successful independent retail tire dealer in the United States. We are currently operating over 1000 locations throughout the country and are adding approximately fifty locations each year through responsible growth.

Our unique success is based on some very simple but solid principals. Each day we strive to be the best by caring for and cultivating people, delighting our customers, growing responsibly, and creating opportunities for our people and the community. We have an unequalled passion to serve our customers, provide valuable services to the community, such as free flat repair and free air checks even if the tires were purchased elsewhere. This commitment to our customers, to our employees, and to the community is the essence of our success. Our employees typically live in the community and contribute a positive and professional vision of success to society.

**HALLE PROPERTIES, L.L.C.**  
**An Arizona Limited Liability Company**

**20225 N. Scottsdale Road, Scottsdale, Arizona 85255**  
**(480) 606-6000**

Given the existing Discount Tire has been generating tax revenue and has been part of the community since 1986, we feel that the redevelopment can only rejuvenate the community and surrounding area. The updated Store will be compatible with the adjacent developments and the principals of the Historic Downtown District Specific Plan.

We look forward to working with the City of Escondido, and hope the City sees the value of our proposal. Should any questions arise during your review, feel free to contact me at (480) 606-6811 / [Scott.Fournier@DiscountTire.com](mailto:Scott.Fournier@DiscountTire.com) or our Civil Engineering Firm, Colby Nennig at (949)-242-8043 / [Colby.Nennig@RASmithNational.com](mailto:Colby.Nennig@RASmithNational.com).

Sincerely,



Scott M. Fournier, BSME  
Assistant Vice President – Real Estate Development  
Halle Properties, L.L.C / Discount Tire

SMF/kmm

## CITY COUNCIL STAFF REPORT

**Consent Item No. 5**

**February 13, 2019**

**File No. 0600-10, A-3287**

**SUBJECT:** Consulting Agreement for Contract Planning Services for the Palomar Heights Project (SUB 18-0011)

**DEPARTMENT:** Community Development Department, Planning Division

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2019-25 authorizing the Mayor and City Clerk to enter into a Consulting Agreement for professional services with Harris and Associates in an amount not to exceed \$106,600 to serve as an extension of Planning Division staff related to the proposed Palomar Heights project. Professional services would primarily be related to the management of the environmental review process for the project. Authorizing this request does not have a legally binding effect on any possible future discretionary action related to this project.

**FISCAL ANALYSIS:**

The Consulting Agreement with Harris and Associates, to facilitate the City's review of the development plan proposal, has an estimated total cost not to exceed \$106,600. The project applicant will deposit funds to the City of Escondido (City) to fully cover extension staff services. There is no direct cost to the City for these services.

**PREVIOUS ACTION:**

On December 19, 2018, the City Council authorized City staff to accept an application for an amendment to the Downtown Specific Plan related to the former downtown hospital property.

**BACKGROUND:**

Integral Communities submitted an application for a Specific Plan Amendment, a Master and Precise Development Plan, a Tentative Subdivision Map, and a Development Agreement on December 24, 2018, for the redevelopment of the former Palomar Hospital site at the east end of downtown, addressed as 555 E. Valley Parkway. The application also includes a number of adjacent properties which the applicant either owns or is in escrow to purchase. A project location map has been attached to this staff report for reference (Attachment 1).

The application is under review by City staff. As currently proposed, the applicant would demolish all existing structures on-site and construct a mixed-use development that would include 200 apartment units (for-rent) and 224 rowhomes and villas (for-sale), for a total of 424 dwelling units. Approximately

5,500 square feet of flexible commercial space is also proposed. The project site is 13.8 acres, which would result in an overall residential density of 30.7 dwelling units per acre.

Based on the project scope described above, it is anticipated that an Environmental Impact Report (EIR) will be required for the project, pursuant to the California Environmental Quality Act (CEQA). An EIR is a detailed review and analysis of all potential environmental impacts created by a proposed project (traffic, habitat, noise, air quality, etc.), and constitutes a large work effort on behalf of Planning Division staff. Due to the scope of the project, managing the EIR review process for Palomar Heights would place a significant burden on staff resources.

In order to expedite EIR review processes, staff has recently turned to third-party environmental consultants to provide this service for large projects if requested by the applicant. Environmental consultants act as an extension of City staff for the specific project they are contracted to manage. The Villages (formerly the Escondido Country Club), Safari Highlands Ranch, and the Daley Ranch Resort (also known as Sager Ranch), are recent examples of projects for which the City has relied upon such services. Integral Communities has made a request for this service for the Palomar Heights project.

City staff and the project applicant have mutually agreed to use the services of Harris and Associates (“Consultant”) as an environmental consultant to provide professional service to manage the EIR review process for Palomar Heights. The contract would be between the City and the Consultant, however funding would be provided by the project applicant via a pass-through account.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Bill Martin*, Director of Community Development  
2/6/2019 3:29 p.m.

*Adam Finestone*, Principal Planner  
2/6/2019 2:46 p.m.

ATTACHMENTS:

1. Attachment “1” - Project Location Map
2. Resolution No. 2019-25
3. Resolution No. 2019-25 - Exhibit A





RESOLUTION NO. 2019-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH HARRIS AND ASSOCIATES TO PROVIDE CONTRACT EXTENSION STAFF SERVICES TO THE PLANNING DIVISION FOR THE PALOMAR HEIGHTS PROJECT

CASE NO. SUB 18-0011

WHEREAS, Integral Communities has submitted an application to redevelop the former downtown hospital site, located at 555 E. Valley Parkway, and several adjacent properties. The project includes a request for an amendment to the Downtown Specific Plan, a Master and Precise Development Plan, a Tentative Subdivision Map, and a Development Agreement, and proposes to construct 424 dwelling units on the 13.8 acre project site; and

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

WHEREAS, the Director of Community Development recommends the execution of a Consulting Agreement (“Agreement”) with Harris and Associates to provide contract

extension staff services; and

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

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Community Development.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Harris and Associates in an amount not-to-exceed \$106,600 for contract extension staff services. A copy of the Agreement is attached as Exhibit "A" and is incorporated herein by this reference as though fully set forth.



CITY OF ESCONDIDO  
CONSULTING AGREEMENT

This Agreement is made this 13<sup>th</sup> day of February, 2019.

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: Adam Finestone, Principal Planner  
760-839-6203  
("CITY")

And: Harris and Associates  
600 B Street, Suite 2000  
San Diego, CA 92101  
Attn: Kristin Blackson  
619-236-1778  
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to manage the environmental review process for the proposed Palomar Heights project; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum not to exceed \$106,600. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

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

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

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

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

12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on

this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Paul McNamara  
Mayor

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

\_\_\_\_\_  
Zack Beck  
City Clerk

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

HARRIS AND ASSOCIATES

\_\_\_\_\_  
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.

## **I GENERAL TERMS**

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The total contract amount covered by this AGREEMENT is \$106,600. Services provided by the CONSULTANT shall be related specifically to the Palomar Heights project. Work shall be performed by the CONSULTANT's staff member identified in the CONSULTANT's proposal which follows this page. Should the staff member identified in the CONSULTANT's proposal leave the employ of the CONSULTANT, the CITY retains the right to terminate the AGREEMENT. The CONSULTANT must obtain written authorization from the CITY to assign another staff member to the project.

Work performed by the CONSULTANT will be fully funded by the project applicant (Integral Communities) through a "pass-through" account. CONSULTANT shall not commence work prior to an initial deposit by the project applicant to the CITY of no less than \$25,000. If the balance of said account falls below that necessary to pay for forty (40) hours of the CONSULTANT's time at the billable rate identified in the CONSULTANT's proposal, the CITY will inform the CONSULTANT to suspend work on the project until the project applicant has deposited additional funds into the pass-through account.

The CONSULTANT's work shall be performed as directed by the CITY. CITY staff shall be included in any direct communication between the CONSULTANT and the project applicant unless inclusion is deemed to not be possible based on regulatory deadlines. In such instances, CITY staff shall be made aware of the purpose and content of CONSULTANT's direct communication with the applicant in a timely manner.

The CONSULTANT's services will be paid for on a monthly basis as the expenses are incurred by the CONSULTANT. Payment shall be made by the CITY to the CONSULTANT upon the receipt of an invoice itemizing the number of hours worked and nature of the work performed. Mileage shall be reimbursed at the amount allowed by the IRS at the time the expense is incurred. Any other direct expenses incurred by the CONSULTANT shall require prior approval by the CITY in order to be eligible for reimbursement.



February 4, 2019

Mike Strong, Assistant Planning Director  
City of Escondido  
201 N. Broadway  
Escondido, California 92025

# CITY OF ESCONDIDO – INTEGRAL HOSPITAL REDEVELOPMENT – CONTRACT STAFFING SERVICES

Dear Mr. Strong:

Harris & Associates (Harris) appreciates the opportunity to submit this proposal to the City of Escondido (City) to retain Kristin Blackson, Senior Project Manager, for consulting services for the City for the Integral Hospital Redevelopment Project.

## FIRM PROFILE

Harris has serviced public agencies and private clients since 1974. Since then, we have developed a robust program of services that offer our clients expertise and assistance in various realms of engineering services, program and construction management, public finance, and environmental planning and compliance. Each of Harris' core Environmental Planning + Compliance staff members has 15–35 years of experience in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, with expertise in project management, impact assessment, permitting, and technical writing. Our Environmental Planning + Compliance staff has earned an esteemed reputation for providing high-quality, legally defensible documents that are easily understood by the general public.

## PROJECT UNDERSTANDING AND SCOPE OF SERVICES

The Integral Hospital Redevelopment Project will be managed by Kristin Blackson, who will serve as the project manager to manage the CEQA/Environmental Impact Report process on behalf of the City. Kristin Blackson will work on a time-and-materials basis, as directed by the City. The contract amount below is based on work beginning March 1, 2019, and continuing through September 30, 2020. Other direct costs, including reimbursement and production costs, may be reimbursed when authorized by the City.

## BILLING RATES

**Kristin Blackson:** Senior Project Manager

**Billing Rate:** \$205/hour

**Contract Amount:** \$106,600

If you have any questions, please contact me at (619) 481-5013 or by email at [Diane.Sandman@WeAreHarris.com](mailto:Diane.Sandman@WeAreHarris.com).

Sincerely,

**Harris & Associates, Inc.**

A handwritten signature in blue ink that reads "Diane M. Sandman". The signature is written in a cursive style with a large initial "D" and "M".

**Diane Sandman**

Senior Director, Environmental Planning + Compliance  
(619) 481-5013 ■ [Diane.Sandman@WeAreHarris.com](mailto:Diane.Sandman@WeAreHarris.com)

## CITY COUNCIL STAFF REPORT

**Consent Item No. 6**

**February 13, 2019**

**File No. 0600-10, A-3261**

**SUBJECT:** First Amendment to the Public Services Agreement for the Implementation Services for the Cityworks Project and a Budget Adjustment

**DEPARTMENT:** Information Systems Department

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2019-27 approving a First Amendment to the Public Service Agreement with the Timmons Group for the sum of \$175,000 to continue to implement the Cityworks Project Software and a budget adjustment in the amount of \$175,000 from the General Fund.

**FISCAL ANALYSIS:**

Funding for the Cityworks Project in the amount of \$175,000 will be covered by additional property tax in-lieu of VLF revenue that will be received by the General Fund in FY 2018/19. In addition, this software will bring efficiencies and savings to the City by automating workflows related to Community Development.

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

This effort aligns with the following Priority Areas:

- 1) Economic Development, Strategy #7: "...prioritize high profile projects...evaluate opportunities for streamlining their processing..."
- 2) Fiscal Management, Strategy 12: "Identify cost-reducing and revenue generating opportunities."

**PREVIOUS ACTION:**

On August 22, 2018, the City Council adopted Resolution No. 2018-132 to authorize a Public Services Agreement with the Timmons Group for implementation services and the purchase of the Cityworks Project software.

**BACKGROUND:**

The City of Escondido's Police, Fire, Finance, Planning, Engineering, Building, Code Enforcement, and Business License staff have relied on the software program TRAKiT for several years to process applications, track projects, maintain records, and manage workflow. The TRAKIT program was

adopted separately by each department as the need for technology arose, but there was no Citywide “big picture” plan, implementation, or dedicated staff managing the software, conducting training, or analyzing the needs and customer satisfaction. As demands on staff have increased, staff has discovered limitations in the TRAKiT program that are impeding efficiencies and limiting staff’s efforts to streamline processes. TRAKiT no longer meets the City’s needs and cannot be further upgraded.

New software that better serves the City and the public is warranted. Specifically, the new software will accommodate mobile devices, GIS data, and public access to conduct business online (i.e. online business license application and renewal, permits, plan submittals, electronic plan reviews, schedule inspections, receive status updates, and online payment options). Such a software will also promote governmental transparency and enhance the efficient operation that City of Escondido staff strives to deliver. After extensive research, staff has engineered a solution in software programs aimed at combining technology with business processes to create effective and efficient workflows between the City and citizens, customers, developers, businesses, and the public. The Cityworks Project (Cityworks) is a combination of software (Cityworks PLL, OnBase, and Timmons Public Portal) successfully employed by a number of public agencies that incorporates these technologies while integrating industry best practices to achieve a system that can be customized for the City of Escondido’s specific needs.

The goals of the Cityworks PLL implementation project are to:

*Goal 1: Analyze and streamline workflows*

Cityworks combines technology and business processes to create new behaviors, new workflows, and new skills. This first step will establish a solid foundation of well-defined business processes and defined customer-oriented solutions. In the process of implementing these technology tools, staff will analyze and gain clarity on the City’s existing processes, streamline the technology and data needs, and identify tangible improvement areas for overall efficiencies.

*Goal 2: Create cross-departmental efficiencies*

Many of the City’s processes and applications involve staff in multiple departments working simultaneously. The new process will enhance and strengthen cross-departmental partnerships and that will continue to produce more effective communication and ideas for efficiencies. The result will be a comprehensive solution for the entire City not just a single department or aspect of our business.

*Goal 3: Create a paperless management system for Community Development*

The consultant will integrate specialized electronic content management (ECM) components with Cityworks. This will give City staff instant access to plan sets, reports, and documents from one central repository allowing for a seamless connection to review and edit plans electronically creating a paperless management system of plan sets, markups, and other documents. Additionally, the proposed program will act as the foundation for a scalable content management system that can expand across the organization, i.e. Citywide records management, reporting dashboards, document lifecycle management, electronic forms and workflow automation for other departments, etc.

*Goal 4: Improve customer experience*

Online services through a web portal will allow for faster turnaround times, more self-service options, document exchange, staff interaction, payments, status updates, etc.

Based on these needs and goals, the City Council approved the Public Service Agreement for the City to contract with the Timmons Group for implementation services to be completed in two phases: Phase one to implement Cityworks, with the primary goal to bring business licensing services online with internal workflow, online applications & renewals, online payments, and document management. Phase two will complete the service contract implementing the remaining scope of services outlined in the proposed contract.

The challenge of a project of this magnitude is to modernize complex, multi-faceted day-to-day practices with technology to produce efficiencies and meet customer needs. Even after months of research, staff expected that unknown benefits and opportunities would arise during implementation. This is why staff elected to pursue a multi-phased approach and request additional funds at the completion of phase one if needed instead of tying up City funds unnecessarily.

Additional funds are required to complete this project because during phase one, staff found opportunities for efficiencies that were not foreseen or anticipated prior to the start of the project; there were new requirements introduced during the implementation; and complexities within the business license processing workflow were uncovered that require a large number of customizations to achieve the desired and necessary automation. These have all led to additional costs within the project due to additional design elements that were not included in the original scope but are required for the project to achieve its intended goals and for the City to take full advantage of its investment. Staff is ready to begin phase two of the project and are requesting a First Amendment for additional funds and a budget adjustment in order to continue implementing the Cityworks software project, allowing us to meet the technology needs of City staff for efficiencies and deliver online services our customers expect.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Rob Van De Hey*, Director of Information Systems  
2/6/2019 4:04 p.m.

ATTACHMENTS:

1. Resolution No. 2019-27
2. Resolution No. 2019-27 – Exhibit “A” First Amendment to the Public Services Agreement
4. Resolution No. 2019-27 – Exhibit “B” Budget Adjustment

RESOLUTION NO. 2019-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A FIRST AMENDMENT TO THE PUBLIC SERVICES AGREEMENT WITH THE TIMMONS GROUP FOR THE CITYWORKS PLL DEVELOPMENT AND IMPLEMENTATION PROJECT AND APPROVE RELATED BUDGET ADJUSTMENT

WHEREAS, the City Council approved a Public Services Agreement with the Timmons Group on August 22, 2018, for the four-sided, multi-phase, Cityworks PLL Development and Implementation Project; and

WHEREAS, additional data migration, collaboration, and implementation efforts are compulsory to complete the Cityworks Project; and

WHEREAS, the Director of Information Systems requests a budget adjustment be completed to appropriate funds to the Project; and

WHEREAS, the Director of Information Systems recommends the approval of the First Amendment to the Public Services Agreement ("PSA") with the Timmons Group; and

WHEREAS, the City Council desires at this time and deems it in the best interest of the public to approve the budget adjustment and First Amendment to the PSA with the Timmons Group in an amount not to exceed \$175,000.

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 Director of Information Systems.
3. The Mayor and City Clerk are authorized to execute, on behalf of the City, a First Amendment to the Public Services Agreement with the Timmons Group, a copy of which is attached to this Resolution as Exhibit "A" and is incorporated by this reference.
4. That the Mayor and City Council approve a budget adjustment in the amount of \$175,000 from the General Fund for these services, a copy of which is attached to this Resolution as Exhibit "B" and is incorporated by this reference.



CITY OF ESCONDIDO  
FIRST AMENDMENT TO PUBLIC SERVICE AGREEMENT

This "Amendment" is made this 13th day of February, 2019.

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

And:                Timmons Group  
                      1001 Boulders Parkway  
                      Suite 300  
                      Attn: Lou Garcia  
                      443-904-3897  
                      ("CONTRACTOR")

Witness that whereas:

- A.     CITY and CONTRACTOR entered into an agreement on August 22<sup>nd</sup>, 2018 ("Agreement"), wherein CITY retained CONTRACTOR to provide implementation services for Cityworks PLL project;
  
- B.     CITY and CONTRACTOR desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Amendment, which is incorporated by reference;

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

- 1.     The CONTRACTOR will furnish the services described in "Attachment A" to this Amendment.
  
- 2.     CITY will compensate the CONTRACTOR in an additional amount not to exceed \$175,000.00 pursuant to the conditions contained in "Attachment A" to this Amendment.



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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Paul McNamara  
Mayor

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

\_\_\_\_\_  
Zachary Beck  
City Clerk

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

TIMMONS GROUP

\_\_\_\_\_  
Ronald Butcher  
Director of Asset Management Services

APPROVED AS TO FORM:

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

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

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

Attachment "A"

First Amendment to Public Service Agreement for  
 Cityworks PLL Implementation Services

At the request of the City, Timmons Group has developed a quote of estimated hours to complete part #2 phase 2 of the project based known factors and project goals.

1. Compensation

A. Service provided within this contract are based on a per-hour charge listed below along with estimated hours to complete a City-Led Implementation.

Implementation Professional Services Fees – Part #2, Phase 2	Per-Hour Charge	Estimate of Hours needed:	Totals
PLL Requirements Gathering (Workflows, reports, data conversion,	\$130.00	350	\$45,500
TRAKIT Image/Index Data import into OnBase (if applicable)	\$215.00	215	\$46,225
PLL Software Implementation (Workflow, fees, etc.)	\$130.00	310	\$40,300
PLL Reports and saved searches development	\$130.00	80	\$10,400
Timmons Group Public Portal Customization	\$130.00	50	32,500
Estimated Hours to complete Part #2, Phase 2			\$174,925

B. Professional Services hours will be billed on a monthly basis, as they are delivered. This is a time and materials engagement and therefore deliverables and time estimates need to be clearly defined. Any changes to estimated work effort that go beyond the above estimate will be reviewed for approval by The City, as soon as the change is known.

C. Breakdown does not include Taxes, Travel or Travel expenses for onsite overnight work. Travel must be pre-approved by City of Escondido Project Manager.

2. Invoicing

A. Timmons Group will provide estimated total costs for outlined tasks and updates will be provided on agreed upon increments. No invoices will be paid for unauthorized work performed.

B. If the City of Escondido disputes any amount included in an invoice, then (a) City of Escondido (or its agent) will notify Timmons Group in writing or by email, (b) such notice shall include a description of items City of Escondido is disputing and the reason and the reasons items are being disputed and (c) Timmons Group shall promptly exercise its best effort to work with the City of Escondido and /or its agent to resolve such disputes. Pending resolution of disputed amount, City of Escondido will pay any and all undisputed amounts within (30) days of the invoice date; however, the due date of all disputed charges will be suspended until the dispute is resolved and Timmons Group submits a corrected invoice for payment. The corrected invoice will be due thirty (30) days from the date of the corrected invoice.

C. Invoices shall be prepared and submitted to: City of Escondido, Accounts Payable, 201 N. Broadway, Escondido, CA 92025. Invoices shall be detailed and must contain the following information: Purchase order number, description of services, sizes, units of measure, quantities, unit prices and extended totals. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

D. Payment shall not constitute acceptance of any work completed by the Consultant. The making of final payment shall not constitute a waiver of any claims by the City of Escondido for any reason whatsoever.

3. Cooperative Agreements

A. Timmons Group agrees that City of Escondido will not be required to sign on to any cooperative agreements, governmental or otherwise, or agree to any other additional terms and conditions contained within any cooperative agreements.

4. Warranty/Guarantee of Work

**A. WARRANTY**

I. Timmons Group will provide a one (1) year warranty on all work and deliverables from the date of final go-live implementation. This includes staff onsite for the first 2 weeks of the 90-day warranty period.

**B. SUPPORT**

**12-Month Support** This support is for the following software, (the "Software"):  
**Cityworks Server PLL Configuration, Timmons Group PLL Portal and Integrations conducted by Timmons Group Team. Integrations include OnBase Document Management and OnBase Electronic Plan Review.**

I. **Support duration is 12-months after completion of Warranty Period and includes 120 hours of support.**

II. The following are the terms and conditions under which CONSULTANT provides Maintenance and Support (the "Support") for the Software indicated above.

**C. Maintenance**

I. **Hours of Support Availability.** Payment of the standard Support Charges (as defined in Section 5) entitles City to Support during the Principal Period of Maintenance ("PPM"). The PPM is a ten-hour continuous daily time period between the hours of 8:00 AM and 6:00 PM, EST, Monday through Friday, excluding holidays or such holidays as observed locally by CONSULTANT. All Support subsequently added shall have the same PPM.

II. **Scope of Support.** Support includes the response to and resolution of City-encountered problems with the Software as reported to CONSULTANT by City. Resolution of City-encountered problems shall consist of (1) maintenance provided through electronic support; (2) correction of any defect in the Software program that materially and adversely affects the use of the Software; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release. CONSULTANT will use commercially reasonable efforts to respond to City requests according to the priority level of the request described in the Customer Support Order Form. CONSULTANT will resolve the City's request as described in the Customer Support Order Form. Support also includes the use of upgrade Software releases, as deemed appropriate by CONSULTANT. Any rendering of supplemental maintenance Support by CONSULTANT, including extended coverage, support, workarounds, or fixes that exceed the allotted monthly limit of hours, and upgrade of Software releases and consulting will be performed at CONSULTANT's discretion upon receipt of a Work Order or appropriate payment, and, if performed, will be charged to City at current prices and terms then in effect. The City will be proactively informed if the supplemental maintenance described above will exceed the Not to Exceed (NTE) amount described below and have an opportunity to decline the supplemental maintenance.

**D. Support Limitations.**

I. Any Support is dependent upon the use by City of unmodified Software (except as authorized by CONSULTANT pursuant to a Professional Services Agreement) operated in accordance with CONSULTANT's documentation.

- II. City is responsible for performing Software back-ups in accordance with published documentation.
- III. City shall notify CONSULTANT of any Software failure and shall allow CONSULTANT reasonable access to the Software for performing Support. City must provide CONSULTANT with secure access to the Software to perform remote support.
- IV. City will designate no more than three (3) Authorized Contacts as trained System Administrators trained in the server architecture / environment, database, and supporting products installed, and familiar with the CONSULTANT tools and applications purchased by the City.
- V. City will contact CONSULTANT through the Timmons GIS Support Portal or via email at [gissupport@timmons.com](mailto:gissupport@timmons.com).



## CITY COUNCIL STAFF REPORT

**Consent Item No. 7**

**February 13, 2019**

**File No. 0470-25**

SUBJECT: Purchase Order Increase for Sodium Chloride for Water Treatment

DEPARTMENT: Utilities Department, Water Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-28, approving an increase of \$75,000 to the City of Escondido's FY 2018/2019 purchase order with Step Saver, Inc. Step Saver provides the Water Treatment Plant with the chemical sodium chloride, used during the disinfection process.

FISCAL ANALYSIS:

With approval from the City Council, the original purchase order of \$95,033.40, placed in August 2018 with Step Saver, Inc., will increase by \$75,000 to \$170,033.40.

BACKGROUND:

Prior to the installation of the Onsite Generation (OSG) system for generation of chlorine at the Escondido-VID Water Treatment Plant (WTP), the plant used pure liquid and gaseous chlorine in the drinking water disinfection process. The OSG system, however, uses salts to generate chlorine in the water stream and therefore avoids the use of hazardous pure chlorine. Construction of the OSG project eliminated the liquid and gaseous chlorine systems and greatly enhanced employee and public safety.

The salt used in the OSG system to produce a low strength (0.8%) chlorine solution for disinfection is sodium chloride, a major component of table salt. Onsite generators produce chlorine-based disinfectants when a solution of sodium chloride (salt dissolved in water) is passed through an electrolytic cell. An electrolytic cell uses electricity to break down one chemical into others. In the OSG system, this process converts the chlorine ions present in the salt solution into sodium hypochlorite, the chemical that provides disinfection. Hazardous pure chlorine is never present in the system.

In August of 2018, a purchase order was created to obtain sodium chloride from Step Saver, Inc. The OSG system and its operating characteristics were still relatively new at that time. Staff performed calculations to estimate the amount of sodium chloride required for the OSG system's first full year of operation. Based on these calculations, 660 tons of sodium chloride were included in the FY 2019 purchase order at a cost of \$143.99 per ton.

Increase to Purchase Order for Water Treatment Chemical  
February 13, 2019  
Page 2

The consumption of sodium chloride has been faster than projected and staff estimate that the initial purchase order will be depleted sometime in April 2019. The adoption of Resolution No. 2019-28 will increase funding for the sodium chloride purchase order by \$75,000 and will ensure purchases through the end of the current fiscal year.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Christopher W. McKinney*, Director of Utilities  
2/6/2019 4:39 p.m.

ATTACHMENTS:

1. Resolution No. 2019-28

RESOLUTION NO. 2019-28

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING AN INCREASE OF \$75,000  
TO THE CITY OF ESCONDIDO'S FY  
2018/2019 PURCHASE ORDER WITH STEP  
SAVER, INC. FOR SODIUM CHLORIDE

WHEREAS, the Escondido – VID Water Treatment Plant uses the chemical Sodium Chloride as a part of the disinfection process while treating raw water; and

WHEREAS, the City of Escondido (“City”) created a purchase order in August of 2018 in the amount of \$95,033.40 to obtain Sodium Chloride for treatment processes through the end of FY 2018/2019; and

WHEREAS, staff estimates the original purchase order funding will be depleted prior to the end of the current fiscal year; and

WHEREAS, it is estimated that an additional \$75,000 will be necessary to purchase sodium chloride from Step Saver, Inc. for treatment processes through the end of FY 2018/2019.

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

1. That the above recitations are true.
2. That the City Council authorizes an increase of \$75,000 to the City's FY 2018/2019 purchase order with Step Saver, Inc.





## CITY COUNCIL STAFF REPORT

Consent Item No. 8

February 13, 2019

File No. 0690-20

SUBJECT: Sale of Property: 2400 West Valley Parkway, Lot #20 at Escondido Views Mobilehome Park

DEPARTMENT: Engineering Services Department; Real Property

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-34 authorizing the Real Property Manager to execute documents necessary to complete the sale of 2400 West Valley Parkway, Lot #20 at Escondido Views Mobilehome Park.

FISCAL ANALYSIS:

Sales proceeds in the amount of \$162,000, less closing costs and commissions, will be deposited into the Housing Successor Agency Fund.

BACKGROUND:

In 1991, at the urging of residents who wished to purchase their mobilehome park, the City of Escondido Community Development Commission purchased the Escondido Views, at 2400 W. Valley Parkway. The Park was purchased with the intent to immediately transfer each of the one-hundred fifty-two lots to individual resident ownership. Although many residents had committed to purchasing their lot, the number of sales was less than expected. Mobilehome lots have been sold over the years and as of today, there are five lots remaining in City ownership within the Park.

An appraisal of all remaining City-owned lots was completed in October 2017 and lot #20 at 2400 West Valley Parkway was appraised at \$152,000 (land only). In November of 2018, the City received a Judgment of Abandonment for the mobilehome coach on the lot. The Judgment of Abandonment authorizes the City to dispose of the mobilehome and its contents.

The subject property was marketed by an outside broker at a listing price of \$165,000 (land only) along with the stipulation that the mobile home will be transferred to the buyer and any costs associated with its removal are assumed by buyer. The City received four competitive offers. Staff countered all offers and accepted the offer from DS2, Inc. in the amount of \$162,000.

This offer has been determined to represent fair market value and includes removal of the existing abandoned coach at buyer's expense. Staff is seeking authority to sell the property to DS2 Inc., in the amount of \$162,000. After the sale, the City will own four (4) remaining lots within the Escondido Views Mobilehome Park

Sale of Property: 2400 West Valley Parkway, Lot #20 at Escondido Views Mobilehome Park  
February 13, 2019  
Page 2

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Julie Procopio*, Director of Engineering Services  
2/6/2019 3:59 p.m.

ATTACHMENTS:

1. Resolution No. 2019-34
2. Resolution No. 2019-34 Exhibit A - Grant Deed

RESOLUTION NO. 2019-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER TO EXECUTE, ON BEHALF OF THE CITY, A GRANT DEED AND NECESSARY ESCROW DOCUMENTS FOR THE SALE OF 2400 WEST VALLEY PARKWAY, LOT #20 (APN 235-161-21-20)

WHEREAS, there is a certain City-owned real property, addressed as 2400 West Valley Parkway, Lot #20, located in the Escondido Views Mobile Home Park, in Escondido ("Property"); and

WHEREAS, the City of Escondido offered the Property for a sales price of \$165,000 along with the stipulation that the mobilehome will be transferred to DS2, Inc. ("Buyer") and any costs associated with its removal are assumed by Buyer, and received an offer from the Buyer in the amount of \$162,000, subject to the City Council's approval; and

WHEREAS, the City of Escondido wishes to sell the Property for \$162,000 and to enter into escrow with the Buyer; and

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

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

1. That the above recitations are true.
2. The Real Property Manager is authorized to execute, on behalf of the City, the Grant Deed, attached to this Resolution as Exhibit "A" and incorporated by this reference, and all necessary related escrow documents for the sale of 2400 West Valley Parkway, Lot #20.

RECORDING REQUESTED BY

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

APN: 235-161-21-20

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

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**CITY OF ESCONDIDO  
GRANT DEED**

**ESC. DOCUMENT NO. M-04-19**

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

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

**DS2, Inc.**, (Grantee)

all that real property described in the attached **EXHIBIT "A"**

IN WITNESS WHEREOF, the City of Escondido has caused this deed to be  
executed by its Real Property Manager, pursuant to City Council Resolution No.  
2019-34, adopted February 13, 2019, authorizing such execution, this \_\_\_\_ day  
of \_\_\_\_\_, 2019.

THE CITY OF ESCONDIDO

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

Vince McCaw,  
Real Property Manager

CITY OF ESCONDIDO DOC. NO. M-04-19  
TITLE OR TYPE OF DOCUMENT: Grant Deed  
GRANTEE: DS2, Inc.

## **EXHIBIT A**

**(Legal Description to be provided by Title Officer through Escrow)**



## CITY COUNCIL STAFF REPORT

**Current Business Item No. 9**

**February 13, 2019**

**File No. 0600-10, A-3288**

**SUBJECT:** Consulting Agreement for the Design of the Washington Park Skate Spot and Parking Lot Expansion

**DEPARTMENT:** Communications and Community Services Department  
Engineering Services Department

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2019-32 authorizing the Mayor and the City Clerk to execute a Consulting Agreement for Design Professionals with New Line Skateparks in the amount of \$143,574 for the design of the Washington Park Skate Spot and Parking Lot Expansion Project.

**FISCAL ANALYSIS:**

This Project will be funded by previously approved 2017-2018 Capital Improvement Program Budgets that include an allocation of \$300,000 in Park Development Funds for the design and construction of a 5,000 square foot skate spot to be located in Washington Park, and \$385,000 for the Washington Park Parking Lot Expansion Project.

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

This item relates to the Council's Action Plan regarding Neighborhood Improvement.

**PREVIOUS ACTION:**

On June 21, 2017, the City Council approved the 2017-2018 Capital Improvement Program Budget that included an allocation of \$300,000 in Park Development Funds for the design and construction of a 5,000 square foot skate spot to be located in Washington Park, and \$385,000 for the Washington Park Parking Lot Expansion Project.

**BACKGROUND:**

In the 2017-2018 City Council Action Plan, the City Council directed staff to develop a funding strategy for the potential development of a skate spot in Washington Park, with future development plans for skate spots in various other City of Escondido (City) parks.

To allow for a thorough assessment, staff toured various skate parks in San Diego County, attended a skate park development webinar, and met with several skate park design engineers/skate boarding professionals to explore possible designs and research construction costs. The *Public Skatepark Development Guide* <http://publicskateparkguide.org>, provided in the skate park development webinar, presented a comprehensive overview of skate park development, and has been an invaluable resource for staff throughout this process.

On January 14, 2017, Community Services staff held a skate rally in Washington Park to gather community input on the potential new skate site. The participants filled out 146 surveys and picked their choice skate features. All of the responses to the surveys were positive regarding building a new skate spot in Washington Park, and the majority of participants were willing to be involved in the design and fundraising efforts.

On January 25, 2017, Staff provided a presentation to the City Council with options to build different sized skate spots throughout City parks. Although many of the City parks can accommodate neighborhood skate parks and/or skate spots, Washington Park was recommended for the new skate spot because of its location, its eligibility for low to moderate income grant funding, and ability to meet the requirements to use CIP – Park Development Funds. The park is centrally located in a high-density neighborhood, is near schools, a recreation center, and shopping malls. It is a heavily used park, and will provide a positive outdoor activity for the youth in the area who have no other entertainment options. Washington Park is also easily accessible via the Escondido Creek Trail and public transportation.

On June 21, 2017, City Council approved the 2017-2018 Capital Improvement Program Budget that included an allocation of \$300,000 in Park Development Funds for the design and construction of a 5,000 square foot skate spot to be located in Washington Park, and \$385,000 for the Washington Park Parking Lot Expansion Project. Additionally, there are a variety of funding sources that staff will pursue during the design process. These include local and county grants, private individual donors (Tony Hawk Foundation), corporate donors (Vans), state and federal grants, and in-kind donations. Funds from this allocation could also serve as a match for potential grants that require a dollar match. Upon completion of the project, any remaining funds could then be allocated to future skate spot projects throughout the City.

In November 2018, the City released a Request for Proposals (RFP) for the design of the Washington Park Skate Spot and Parking Lot Expansion Project. This project will include the design of a permanent, custom, 5,000 sq. ft., concrete, all wheel skate spot, and expanded parking lot in Washington Park.

The design of this skate spot will be based on input from various stakeholders including staff from the City's Community Services, Police, Planning, Public Works, City Manager's Office, and Engineering Departments, as well as input received from park users and the community. The consultant will be required to provide a Community Outreach Plan and facilitate a minimum of six community meetings (e.g. Planning Commission, City Appearance Committee, City Council, and three design workshops

with the community). Once a timeline for community outreach is established, staff will reach out to those individuals from the 2017 skate rally who signed up to receive updates on the project and expressed interest in participating again in the future. Additionally, the information will be posted to the City's website under Current Issues and will be disseminated to the public through social media and other public communication venues.

Outside of scheduled meetings, stakeholders will be invited to submit written comments, sketches, pictures etc. through a custom web portal for immediate online feedback from the consultant's team. For even further interaction, youth will be encouraged to assist the consultant's team in presenting concept plans and revised design renderings back to the community as the project progresses. In addition, youth/young adults interested in pursuing education related work experience/credit will also be invited to participate in the design process where possible.

Additionally, the consultant will provide a comprehensive study assessing the Washington Park parking lot. Specifically, the consultant will provide a parking utilization assessment of the current level of usage identifying peak and low demand periods, produce a report evaluating and analyzing the current parking demands, identify current shortfalls, and provide a design for expansion and improvements to the lot including lighting and landscaping.

The proposed skate spot will provide a safe, designated place for riders to develop their skills and enjoy the company of their peers. It will be a state-of-the-art facility based on the latest skate park design principles and constructed with high-quality materials to ensure durability and longevity. The design will feature a mix of street and transition-style terrain with elements designed for all age groups and ability levels. It will meet the needs of the community while incorporating Crime Prevention through Environmental Design (CPTED) principles, including landscaping and lighting.

On November 30, 2018, five sealed proposals were received in response to the RFP for this project. It should be noted that these costs are for the design of both the skate spot and the expanded parking lot. The results are listed below:

California Skateparks	\$ 25,200.43 (non-responsive - did not bid the parking lot expansion)
New Line Skateparks	\$143,574.00
RJM Design	\$144,600.00
Site Design Group	\$154,900.00
Ktua	\$183,384.00

Staff recommends a Consulting Agreement for Design Professionals with New Line Skateparks be authorized. New Line Skateparks has extensive experience designing skate parks and provided the best public outreach plan. Their proposal in the amount of \$143,574 also provides the best value to the City.



APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Joanna Axelrod*, Director of Communications and Community Services  
2/6/2019 2:26 p.m.

*Julie Procopio*, Director of Engineering Services  
2/6/2019 3:59 p.m.

ATTACHMENTS:

1. Resolution No. 2019-32
2. Resolution No. 2019-32- Exhibit "1" Consulting Agreement

RESOLUTION NO. 2019-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS WITH NEW LINE SKATEPARKS FOR THE DESIGN OF THE WASHINGTON PARK SKATE SPOT AND PARKING LOT EXPANSION PROJECT

WHEREAS, the City Council has allocated funding for the Washington Park Skate Spot and Parking Lot Expansion Project; and

WHEREAS, a Request for Proposals was issued in November 2018 for said project; and

WHEREAS, of five proposals received, New Line Skateparks was determined to be the lowest, responsive and most qualified responder; and

WHEREAS, the Director of Communications and Community Services recommends the approval and execution of the Consulting Agreement for Design Professionals with New Line Skateparks.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor and the City Clerk to execute a Consulting Agreement for Design Professionals with New Line Skateparks in the amount of \$143,574, for the design of the Washington Park Skate Spot and Parking Lot Expansion Project, in a substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "1", and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO  
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

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

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

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: Danielle Lopez  
760-839-6269  
("CITY")

And: New Line Skateparks  
2305 Historic Decatur Rd.  
Suite 100  
San Diego, Ca 92106  
Attn: Kanten Russell  
619-930-5459  
("CONSULTANT")

Witness that whereas:

A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to design a permanent, custom, 5,000 sq. ft., concrete, all wheel skate spot, and expanded parking lot in Washington Park;

and

B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$143,574.00. Any breach of this Agreement will

relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.

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

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

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

- c. Each insurance policy required above must be acceptable to the City Attorney:
- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
  - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
  - (3) Both the General Liability and the Automotive Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
  - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work including its ongoing operations and products-completed operations hazard.
  - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any claim of liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement. However, CONSULTANT's responsibility for defense costs shall not exceed the percentage of CONSULTANT's fault.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter.

In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Paul McNamara  
Mayor

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

\_\_\_\_\_  
Zack Beck  
City Clerk

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

New Line Skateparks

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (please print)

APPROVED AS TO FORM:

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

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

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

## Attachment A

### Washington Park Skate Spot and Parking Lot Expansion Consulting Agreement

#### Scope of Work

**Design Development:** The CONSULTANT will create fully integrated designs that will include a permanent, custom, 5,000 sq. ft., concrete, all wheel skate spot and expanded parking lot. The CONSULTANT will provide a comprehensive study assessing the Washington park parking lot. Specifically, the CONSULTANT will provide a parking utilization assessment of the current level of usage identifying peak and low demand periods, produce a report evaluating and analyzing the current parking demands, and identify current shortfalls. The CONSULTANT will provide 100% designs for both the Skatepark and parking lot expansion, including lighting and landscaping. The project consists of furnishing all labor, materials, supervision, and travel necessary to complete the tasks outlined below.

**Community Consultation:** The design team, Kyle Dion, Kanten Russell, Trevor Morgan, Megan Ulery - each with 17+ years of individual experience working specifically in urban development and skatepark-related planning, will meet with City Staff and other local youth and community members through a series of key stakeholder meetings and 'all are welcome' design workshops/open houses. The CONSULTANT will develop a community outreach plan with corresponding materials and facilitate a minimum of six community meetings. (e.g. Community Services Commission, Planning Commission, City Council, and 3 design workshops with the community). The community outreach plan must include types and numbers of meetings and work products that will be generated to engage community members. The design team will conduct a minimum of 3 public design workshops and an ongoing series of internal meetings throughout the development program. At each major meeting a combination of comprehensive hand sketches, PowerPoint, and 3D renderings will be used to illustrate project details at different stages of development. If a stakeholder cannot attend a session in person, they will be encouraged to contact the design team by email or by the custom web forum specifically created for this project. The design team will encourage other types of 'hands on' involvement such as writing, sketching, and real time 3D modeling of park ideas/elements alongside the design team within the meetings. Outside of scheduled meetings, stakeholders will be invited to submit written comments, sketches, pictures etc. through a custom web portal for immediate online feedback from the design team. For even further interaction, youth will be encouraged to assist the design team in presenting concept plans and revised design renderings back to the community as the project progresses. In addition, youth/young adults interested in pursuing education related work experience / credit programs will also be invited to participate in the design process where possible. This has proven to be very rewarding on past skatepark projects completed by CONSULTANT.

**Geotechnical / Site Base Data:** The CONSULTANT will review the existing site subsurface geotechnical conditions and provide a full analysis of any existing location drainage infrastructure that may be eligible for tie-in procedures. The result will be a final design plan that maximizes the potential of all suitable existing site infrastructure while providing storm water quality and value engineering construction costs where feasible.

**Sustainable Development / Protection of Public and Residents During Construction:** The CONSULTANT will ensure the park's design and construction documentation accounts for proper access of construction/maintenance traffic, proper treatment of storm water, tree protection, erosion and sediment



control, and removal of unwanted materials in a way that minimizes undesirable impacts to the surrounding site area. The CONSULTANT will follow sustainability practices constant with Leadership in Energy and Environmental Design (LEED) certified projects including but not limited to:

- *Explore opportunities for onsite treatment of storm water through skateable biofiltration and sand filtration planters within skatepark hard surface ('green' storm water management system);*
- *Source locally produced granite for ledge applications;*
- *Use of recycled steel in potential skateable sculptures;*
- *Use of 'green friendly' or EcoSmart concrete;*
- *Use of recycled concrete in sub-base materials;*
- *Recycling of wood forming materials used in project;*
- *Provide incentives for project staff to access work site by skateboard, bike, and public transport;*
- *Avoid unnecessary document printing related to project and use recycled paper whenever possible.*

***Safe pedestrian walkways and viewing areas:*** The CONSULTANT will design an overall layout and surface detail that will naturally direct activity to the appropriate areas and ensure collisions/conflicts do not occur between skaters and casual visitors/bystanders. The CONSULTANT will ensure ample room for safe, unobstructed viewing and unfettered access around the entire skatepark area for the skater and non-skater alike.

***Landscape and materials detailing:*** The CONSULTANT will provide direction on green space forming and use of varied materials selections that create a vibrant and enduring setting. The CONSULTANT will utilize a combination of appropriate local plant palette, pavers, steel and rock work options to create functional viewing, socializing, and shade areas in sync with the City's diverse surroundings and unique character, while understanding maintenance and usage realities of a high use public youth park.

***Site Signage:*** The CONTRACTOR will present unique signage options for the City's consideration.

***Site Servicing / Lighting:*** The CONSULTANT will communicate the basic available lighting choices, and provide preliminary lighting strategy advice for execution at the CITY'S discretion. This could range from simple low-level safety lighting (allowing for safe evening pedestrian navigation and security checks from nearby roadways) to artistic lighting elements and/or an advanced motion generated sport lighting system. Budget, energy efficiency/conservation, neighborhood impact, future amenities, and immediate usage requirements will be considered.

***CPTED (Crime Prevention Through Environmental Design):*** The CONSULTANT will implement CPTED principles when approaching this project. The CONSULTANT will consult with project stakeholders in an attempt to become aware of major crime issues in the area and design to help mitigate the chance of their presence in the new development.

***Graffiti:*** The CONSULTANT will utilize facility design techniques and recommend park operating policies to address graffiti and facility visibility. The CONSULTANT will work closely with the CITY to explore an array of management techniques ranging from commissioned graffiti art programs to mitigating graffiti through cover-up paint applications and surface-safe steam removal systems.

***Park visibility:*** The CONSULTANT will take care to ensure available sight lines are maintained in conjunction with the design of all concrete elements, land forming and planting.

**Parking Lot Considerations:** The CONSULTANT, will perform a comprehensive assessment of the existing Washington Park parking lot. This assessment will include an inventory of spaces, including space type (ADA, short-term, etc.), and space utilization. Utilization data will be collected using camera technology at the lot ingress/egress for five (5) days from Wednesday through Sunday. The inventory and utilization data will be used to identify parking demand patterns and existing available capacity. Future demand related to the new skatepark will be estimated based on publicly available industry resources and internal data from previous projects. Using existing and future projected demand, CONSULTANT will assess the total parking needs of the site. This needs assessment will inform the development of two (2) lot expansion/addition alternatives. These alternatives will consider optimal striping, lighting and landscaping requirements, internal circulation, wayfinding, ADA requirements, locations within the park, and varying total stall counts. These concepts will be 100% level of design and will be presented on 11"x17" color exhibits. It is anticipated that drainage, grading and a cost analysis will not be required. Parking assessment findings will be documented in a parking assessment memorandum and include supporting maps, figures, and tables.

**Technical Design and Working Drawings:** The CONSULTANT will provide informative, illustrative, and comprehensive drawing packages for both the skatepark and parking lot, to eliminate all ambiguity in the project specifications and help ensure a very clear approval and construction process. All drawings will be generated and engineered by CONSULTANT, allowing for a seamless stream of communication within the development team. Review sets of all plans (including a comprehensive storm water management plan) will be provided at various stages of completion for approval by the CITY and the appropriate regulatory bodies. Upon final red line review and approval, all skatepark and Parking lot drawings and specifications will be issued for construction. Errors and Omissions insurance of \$3,000,000 (*specifically covering concrete skatepark design*) will accompany each final drawing submission.

**Bid Assistance, Site Inspection and Construction Oversight:** The CONSULTANT will provide the CITY a comprehensive Contract Administration Program with the following services: review of concrete mix and design/miscellaneous metals, shop drawing submittals, preparation of progress payment certifications, preparation of site instructions, contemplated change notices and change orders as needed, construction progress meetings and meeting minutes, substantial completion certification, final completion meeting and project close-out documentation, and warranty inspection. Site inspection staff will possess highly specialized concrete construction knowledge as well as have a functional understanding of the performance requirements.

**Overall Quality Control:** The CONSULTANT will provide timely, clear, concise, and professional documentation of project progress for compliance to specifications and the CITY's expectations. Detailed reports will be provided to the CITY representative to ensure that schedule, budget, and deliverables are met. If the CITY representative has specific questions related to progress, schedule, or quality, the CONSULTANT will investigate and respond in a timely fashion.

**Schedule Control:** The CONSULTANT will confirm a final project timeline prior to start up that will be reviewed on a weekly basis by the consulting team to ensure key milestones are being met within set time allowances. Should a schedule deviation occur, all parties will be notified immediately with a discussion on project implications and mitigation options taking place thereafter. The CONSULTANT will pull-in additional staff resources whenever possible to maintain deliverables should an unexpected set back occur.

**Park programming / Grand Opening Celebrations:** The CONSULTANT will assist the CITY in delivering a world class grand opening celebration that includes premier skate talent and prizes for the community. The

CONSULTANT will share experiences and assist in develop programming ideas with the CITY and local skate community for the new Washington Park Skate Spot.

Task	Description	Fee
1.0	Skate Spot Site Planning/ Preliminary Concept Design Phase	\$5,500.00
2.0	Skate Spot Final Schematic Design	\$6,500.00
3.0	Skate Spot Design Development	\$6,460.00
4.0	Skate Spot Construction Documents/Specs/Cost Estimates	\$6,580.00
5.0	Skate Spot Bidding Services	\$1,495.00
6.0	Skate Spot Construction Services	\$8,115.00
	Travel Expenses	\$2,160.00
	Project Coordination	\$4,500.00
<b>Skate Spot Design and Cost Analysis Subtotal</b>		<b>\$41,310.00</b>
Services	Description	Fee
Civil Engineering	Site Grading/Drainage/Structural	\$28,710.00
Civil Engineering	Site Grading/Drainage/Pavement/ADA (Parking Lot)	\$17,844.00
Electrical	Site Electrical Engineering/Lighting	\$5,510.00
Electrical	Site Electrical Engineering/Lighting (Parking Lot)	\$7,195.00
Surveying	Site Field Topo	\$12,710.00
Landscape Architecture	Site Planting Plans	\$5,655.00
Landscape Architecture	Site Planting Plans (Parking Lot/BMPs)	\$6,870.00
Geo tech	Site Geotechnical Evaluation & Recommendation	\$9,610.00
Civil Engineering	Parking Lot Study	\$8,160.00
<b>Not to Exceed Total Including Reimbursables</b>		<b>\$143,574</b>
Optional Services	Description	Fee
Electrical - SDG&E	SDG&E Meetings, Design, Coordination, Review/Approval	\$9,530
Landscape Irrigation	60%, 90%, 100% Design, PS&E, QA/QC & Response to Comments	\$14,240
<b>Not to Exceed Total Additional Optional Services</b>		<b>\$167,374</b>

**Attachment B**

**Washington Park Skate Spot and Parking Lot Expansion Consulting Agreement**

**Staff List**

**Kyle Dion**

New Line Skateparks - Director of Skatepark Development

**Kanten Russell**

New Line Skateparks - Project Manager and Senior Skatepark Designer

**Trevor Morgan**

New Line Skateparks - Vice President / Project Coordinator

**Mary Soria**

New Line Skateparks - Landscape Designer

**Rob Eng**

New Line Skateparks - Technical Designer

**Chris Ray**

New Line Skateparks – Draftsman

**Megan Ulery, P.E., LEED AP**

Kimley-Horn - Engineer - civil, grading, drainage

**Mark Araujo, P.E.**

Kimley-Horn - QA/CA Community Outreach

**Randall Kopff**

Kimley-Horn – Landscape and Irrigation

**Matt Horton**

Kimley-Horn - Parking Analysis

## CITY COUNCIL STAFF REPORT

**Current Business Item No. 10**

**February 13, 2019**

**File No. 1020-71**

**SUBJECT:** SANDAG Smart Growth Incentive Program Grant Agreement and Budget Adjustment for the Grand Avenue Streetscape Improvement Project – Phase I

**DEPARTMENT:** Engineering Services Department

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2019-33 authorizing the City Manager or his designee to execute a grant agreement, complete all forms for the Grand Avenue Streetscape Improvement Project – Phase I, and approve a related budget adjustment in the amount of \$1.1 million.

**FISCAL ANALYSIS:**

The estimated cost to implement the Grand Avenue Vision Plan between Escondido and Juniper is \$15-Million. SANDAG has selected the City's first phase for partial funding in the amount of \$1,443,161. In order to receive this grant, matching funds are required to be programmed.

A budget adjustment is requested to accept grant funds and program \$1.1-Million in TransNet funds as a match for this project. A total of \$1.2-Million in TransNet funds were set aside in reserve to ensure that adequate funding would be available for the Annual Street Maintenance Program if the Road Maintenance and Rehabilitation Act (SB-1) was repealed by the voters in November 2018. SB-1 was not repealed, so these reserve funds are not required for the Street Maintenance Program.

**PREVIOUS ACTION:**

On February 14, 2018, the City Council adopted Resolution No. 2018-21 authorizing staff to submit two applications to SANDAG in the amount of \$2.5-Million each to implement to the first two phases of the Grand Avenue Vision Plan.

**BACKGROUND:**

The Grand Avenue Vision Plan (Attachment 1) was developed through a public process that included multiple stakeholders, including downtown merchants, property owners, residents and technical professionals.

## SANDAG Smart Growth Incentive Program Grant Agreement and Budget Adjustment for the Grand Avenue Streetscape Improvement Project

February 13, 2019

Page 2

The community's desire to develop a new vision for Grand Avenue was brought to the attention of the City Council in August of 2015. Merchants and property owners expressed an interest in incorporating diagonal parking and improving the ambiance for patrons of downtown businesses. Given the significance of Escondido's historic downtown, it was recognized that if changes are desired to the streetscape, they should be thoughtful, well vetted by the public, consider aesthetic appeal and properly balance the needs of all users. The City Council directed staff to work toward applying for a Smart Growth Incentive Program grant during the next available SANDAG grant cycle (2018).

### PUBLIC VISIONING PROCESS:

In August of 2017, a committee of downtown merchants, property owners, residents and technical professionals were invited to provide input on a vision for Grand Avenue. Discussions were facilitated by David Sorenson, a transportation engineer with experience leading visioning exercises, from Kimley-Horn and Associates. Stakeholders expressed a desire to improve the economic vitality of Grand Avenue by creating a pedestrian-friendly and aesthetically appealing streetscape with convenient parking and access. Comments from this committee were used to develop concept plans for consideration by the public that narrow Grand Avenue to one lane in each direction and use the excess width to create wider sidewalks and diagonal parking.

A CAFÉ meeting was held on October 12, 2017, to invite the community's input on the concept plans. More than 80 members of the public attended and there was strong support for a narrower roadway, wider sidewalks, outdoor dining areas, enhanced lighting, and diagonal parking.

A third meeting was held on January 11, 2018, with the stakeholder committee to discuss the comments received at the CAFÉ meeting, and to select and further refine the concept plan. The committee voted overwhelmingly to support the concept of diagonal parking on one side of the street, parallel parking the opposite side of the street, and sidewalk widening on both sides of the street. The concept of a roundabout at Broadway and Grand, with smaller roundabouts at Kalmia and Maple, was also highly favored by the committee. The concept plan that incorporates the final recommendations by the stakeholder committee is included as Attachment 1.

### PROPOSED GRANT-FUNDED PROJECT:

On February 14, 2018, after receiving public testimony, the City Council voted to support the Grand Avenue Vision Plan and authorized staff to make two applications for funding the first two phases. SANDAG has selected the City's Phase I project (Attachment 2) for partial funding. Phase I would include reducing Grand Avenue to one lane in each direction between Juniper and Escondido. Diagonal parking would be added on one side of the street (except between Broadway and Kalmia where diagonal parking could be provided on both sides of the street, if desired). Between Maple and Kalmia, the medians would be removed and the sidewalk widened on one-side of the street between

SANDAG Smart Growth Incentive Program Grant Agreement and Budget Adjustment for the Grand Avenue Streetscape Improvement Project

February 13, 2019

Page 3

Maple on Broadway. Lighting enhancements and improved pedestrian crossings would also be incorporated.

If the grant Agreement is approved, City staff would begin by selecting a qualified consultant to develop design drawings based on the Vision Plan. Staff will seek additional public input on the specific improvements proposed as well as work directly with affected business owners, property owners and stakeholders through completion of the project. It is anticipated that the design process would take approximately one-year with construction following.

Staff requests approval of the grant agreement and budget adjustment to accept grant funds and program matching funds in the amount of \$1.1-Million from the available balance of TransNet funds.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Julie Procopio*, Director of Engineering Services

2/6/2019 3:59 p.m.

ATTACHMENTS:

1. Attachment 1. Grand Avenue Vision Plan
2. Attachment 2. Grand Avenue Streetscape Improvement – Phase I Preliminary Striping Plan
3. Resolution No. 2019-33
4. Resolution No. 2019-33 Exhibit “1” Grant Agreement
5. Resolution No. 2019-33 Exhibit “2” Budget Adjustment

**Figure 1: Grand Avenue Street Scope Concept Plan**



**Figure 2: Cross Section**

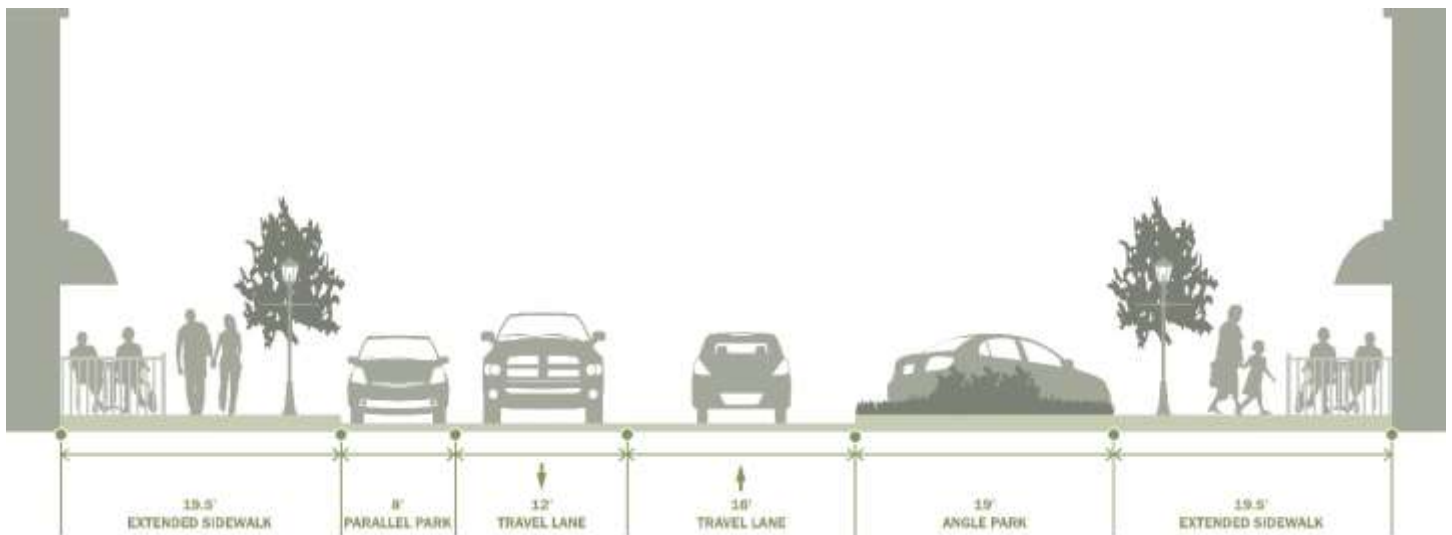




Figure 3: Idea Boards

### BRANDING - Things to Consider



Community Cafe  
Grand Avenue  
ESCONDIDO  
City of Choice

## DESIGN - *Things to Consider*



Community Cafe

Grand Avenue



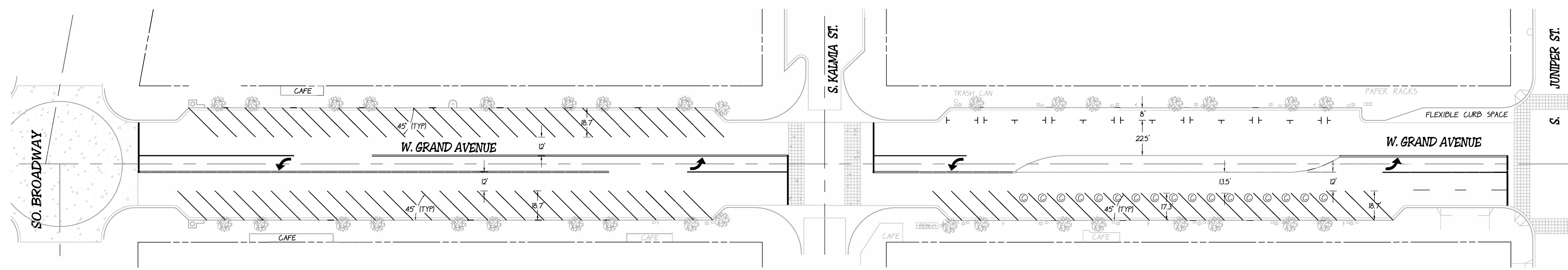
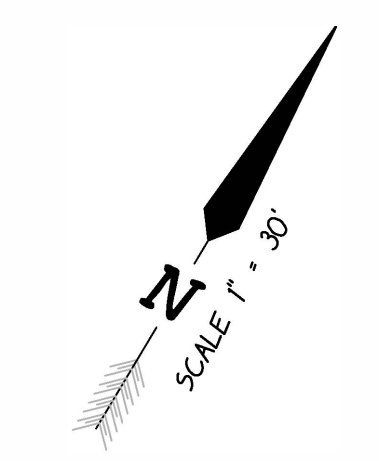
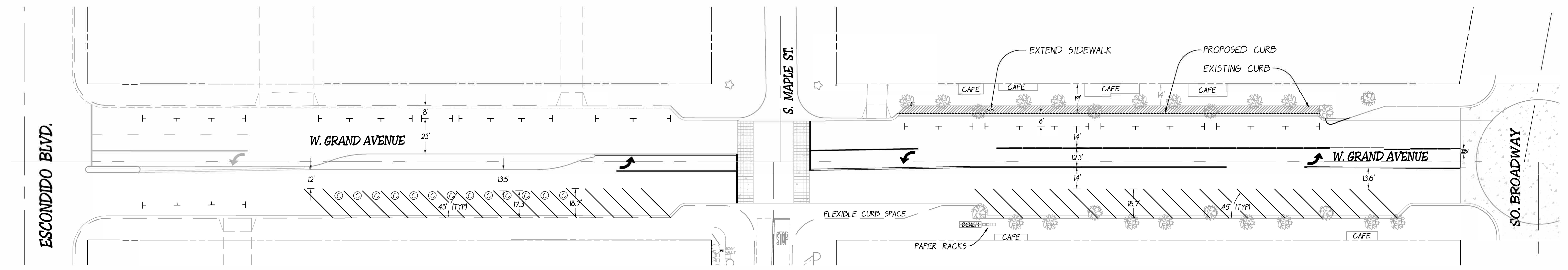
**Figure 4: Meeting Photos – First Committee Meeting**





CAFÉ Community Meeting





CONSTRUCTION RECORD		REFERENCES	DATE	BY	REVISIONS	APPD	DATE	BENCH MARK	SCALE	OFFICE	DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED	CITY OF ESCONDIDO	DEPT. OF PUBLIC WORKS	DRAWING NO.
CONTRACTOR									HORIZONTAL						PLANS FOR THE IMPROVEMENTS OF:		P-?
INSPECTOR									VERTICAL		PLANS PREPARED UNDER SUPERVISION OF			BY	PRELIMINARY STRIPING - GRAND AVE.		SHEET 1 OF 1
DATE COMPLETED									AS NOTED	TRAFFIC				DIRECTOR OF ENGINEERING SERVICES / CITY ENGINEER			

RESOLUTION NO. 2019-33

AUTHORIZING THE EXECUTION OF A  
SANDAG SMART GROWTH INCENTIVE  
PROGRAM GRANT AGREEMENT FOR  
THE GRAND AVENUE STREETScape  
IMPROVEMENT PROJECT – PHASE I AND  
RELATED BUDGET ADJUSTMENT

WHEREAS, \$27 million of *TransNet* funding for Smart Growth Incentive Program (“SGIP”) projects is available to local jurisdictions and the County of San Diego from Fiscal Years 2017-2019, and up to \$1 million of the SGIP funding is available for the preparation of Climate Action Plans (“CAPs”) and Complete Streets (“CS”) Policies; and

WHEREAS, \$3.6 million of *TransNet* and Transportation Development Act (“TDA”) funding for Active Transportation Grant Program (“ATGP”) projects is available to local jurisdictions and the County of San Diego from Fiscal Years 2017-2019; and

WHEREAS, the City of Escondido wishes to receive grant funding from SANDAG;  
and

WHEREAS, the City of Escondido understands that in order to be eligible to receive grant funds for SGIP and ATGP projects, jurisdictions must have an adopted CAP and CS Policy (or the equivalent) in place before grant funds will be disbursed; and

WHEREAS, the City of Escondido certifies that it adopted a CAP in a public meeting on December 4, 2013, that includes measures to reduce greenhouse gas (“GHG”) emissions to 1990 levels by 2020 and achieves further reductions beyond 2020 consistent with adopted regional or local GHG emissions reduction targets and

WHEREAS, the City of Escondido certifies that it adopted a CS Policy or the equivalent (such as policies in the General Plan or other documents adopted by the local jurisdiction) in a public meeting on May 23, 2012, that is consistent with the California Complete Streets Act.

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 Manager or his designee is authorized to execute the grant agreement with no exceptions in substantially the same form as attached as Exhibit "1," which is incorporated by this reference, and complete all forms related to the Project.
3. That a budget adjustment in the amount of \$2,5443,161 be approved to accept \$1,443,161 in grant funds and program \$1,100,000 in matching funds. A copy of the Budget Adjustment is attached as Exhibit "2" and is incorporated by this reference.

***TransNet* SMART GROWTH INCENTIVE PROGRAM – CAPITAL**

**FOURTH FUNDING CYCLE**

**GRANT AGREEMENT 5005481 BETWEEN  
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND  
CITY OF ESCONDIDO**

**REGARDING GRAND AVENUE COMPLETE STREETS IMPROVEMENT PROJECT, PHASE I**

THIS GRANT AGREEMENT 5005481 (Agreement) is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California, hereinafter referred to as SANDAG, and the City of Escondido, 201 North Broadway, Escondido, CA 92025, hereinafter referred to as Grantee. SANDAG and Grantee are hereinafter collectively referred to as the Parties. This agreement expires on \_\_\_\_\_, 2022.

The following recitals are a substantive part of this Agreement:

- A.** The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.
- B.** The *TransNet* Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP) for which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place making, access to transit, and environmental justice.
- C.** In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is included as Attachment B. This Grant Award, Agreement and the Grantee's performance thereunder are subject to Board Policy No. 35, which includes multiple "use it or lose it" provisions.
- D.** On December 15, 2017, SANDAG issued a call for projects from local jurisdictions in San Diego County wishing to apply for a portion of the *TransNet* SGIP funds for use on capital improvement and planning projects meeting certain criteria, and authorizing up to \$1 million from the SGIP to be used for the development of climate action plans and complete streets policies through two new subprograms.
- E.** On October 26, 2018, the SANDAG Board of Directors approved a list of recommended SGIP Projects for the fourth competitive grant cycle, and one of those projects is the subject of this Agreement. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.
- F.** Grantee's Project is funded with \$1,443,161 in *TransNet* SGIP funds and is included in the Regional Transportation Improvement Plan (RTIP). The *TransNet* MPO ID for the Project is ESC48.
- G.** The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- H.** Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.



- I. Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues which fluctuate. The SANDAG funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

#### **I. GRANT AWARD**

- A. The total amount payable to Grantee pursuant to this Agreement by SANDAG shall be the proportion of actual Project costs allocated to grant funding in the Approved Project Budget and shall not exceed the grant award of \$1,443,161.
- B. It is agreed and understood that this Agreement fund limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered as authorized by SANDAG at or below that fund limitation established herein.

#### **II. APPROVED PROJECT BUDGET**

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project budget that is designated the "Approved Project Budget." The Grantee and/or third-party contractor(s) will incur obligations and make disbursements of Project funds only as authorized by the Approved Project Budget. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Agreement per Board Policy No. 035, unless the re-allocation of funds among budget items or fiscal years does not increase the total amount of the funding awarded for the Project, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Project Manager approval is required for transfers of funds between approved project budget line items.

#### **III. MATCHING FUNDS**

Grantee agrees to provide matching funds in an amount of 42.27 percent of the actual cost of the Project, estimated to be \$2,500,000 based on the Approved Project Budget. If the actual cost of the Project exceeds the Project budget, Grantee is responsible for 100 percent of the actual cost greater than the budgeted cost.

##### **A. Availability of Grant Funding**

Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the Notice to Proceed date and prior to the termination date of this Agreement, unless expressly permitted by SANDAG, in writing.

##### **B. Reduction of Matching Funds**

The Grantee agrees that no refund of, or reduction in, the amount of matching funds may be made unless a reduction of the proportional share of the grant funding provided under this Agreement also is made to SANDAG.

##### **C. Prompt Payment of Matching Funds**

The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for Project costs. The Grantee agrees to provide not less than its required match amount of Project costs on a proportional basis as Project costs are incurred and coinciding with usual invoicing. Each of Grantee's

invoices must include its proportional matching fund contribution, along with supporting, descriptive and/or explanatory documentation for the matching funds provided such that the Grantee maintains a cumulative match percentage no less than the required match percentage as specified above.

#### **IV. PROJECT MANAGERS**

Grantee's Project Manager is Julie Procopio.

The SANDAG Project Manager is Tracy Ferchaw.

Project manager continuity and experience is deemed essential in Grantee's ability to carry out the project in accordance with the terms of this Agreement. Grantee shall not change the project manager without first providing written notice to SANDAG.

#### **V. NOTICE**

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments  
Attention: Tracy Ferchaw  
401 B Street, Suite 800  
San Diego, CA 92101

Grantee: City of Escondido  
Attention: Julie Procopio  
201 North Broadway  
Escondido, CA 92025

#### **VI. PROJECT IMPLEMENTATION**

##### **A. General**

The Grantee agrees to carry out the Project as follows:

1. **Project Description.** Grantee agrees to perform the work as described in the Scope of Work included as Attachment A.
2. **Effective Date.** The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. The Grantee agrees to undertake Project work promptly after receiving a Notice to Proceed from SANDAG.
3. **Grantee's Capacity.** The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the *TransNet* Extension Ordinance and Board Policy No. 035.
4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with Board Policy No. 035, as amended, and included as Attachment B.

5. Project Implementation and Oversight. Grantee agrees to comply with the Project Implementation and Oversight Requirements, included as Attachment C, and Board Policy No. 035, as amended.
6. Changes to Project Scope of Work. This Agreement was awarded to Grantee based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the Scope of Work (included in Attachment A). Any substantive deviation from Grantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project.
7. Media and Community Outreach Coordination. The Grantee agrees to notify and/or assist SANDAG of/with any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials and/or community events related to the Project, such as ground breaking and ribbon cutting activities. Press materials shall be provided to SANDAG staff for review before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on SANDAG logo usage guidelines provided by SANDAG, but may never be included in such documents without advance approval from SANDAG.

As part of the quarterly reports submitted to SANDAG, the Grantee agrees to provide project milestone information to support media outreach and communications efforts. This includes project photos taken throughout the project at program events or as part of project tasks. The photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate. SANDAG reserves the right to use the information provided by the Grantee for any combination of the following, including but not limited to: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, the Grantee agrees that the photos have been obtained with the consent of all persons featured in the photo (or that of a parent or guardian of persons under the age of 18) using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Grantee and agreed upon by SANDAG, and to release the rights of the photos to SANDAG for its use.

8. Project Signage and Designation of *TransNet* Funded Facilities. Each capital project of \$250,000 or more funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by revenues from the *TransNet* Extension Ordinance.

Grantee agrees to follow the project signage specifications and to install appropriately sized signs in the quantity called for by the *TransNet* Signage Guide (provided by SANDAG). Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before production.

9. **Baseline Data Collection.** Prior to the construction of grant-funded improvements, the Grantee is responsible for developing a baseline data collection plan with SANDAG to gather information on pedestrian and bike activity. At a minimum, data should be collected for observed bike, pedestrian, and vehicle volumes (where applicable), as well as their behaviors, in the project area. Once the data collection plan is approved by SANDAG staff, the Grantee is responsible for carrying out the plan and returning collected data to SANDAG as a deliverable. Standardized forms required for data collection will be provided by SANDAG, and sufficient completion of these forms is required of the Grantee in order to accomplish the Baseline Data Collection deliverable.

Grantees are encouraged to use the National Bicycle and Pedestrian Documentation Project methodology and plan for the following:

- a. Conduct counts prior to project construction, during National Documentation Days in the second week of September.
- b. Conduct counts for two hours, at peak times relative to the facility. For example, facilities attracting utilitarian trips should be counted on a Tuesday, Wednesday, or Thursday from 4 to 7 p.m., whereas facilities attracting recreational trips should be counted on a Saturday, from 9 to 11 a.m.

In the case that the above timeframes are deemed infeasible due to the project schedule, the Grantee and SANDAG will collaborate on an alternative data collection methodology/procedure to collect data the first week of May.

Grantees should budget \$5,000 for data collection.

## **B. Application of Laws**

Should a federal or state law pre-empt a local law, regulation, or the *TransNet* Extension Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

## **C. Changes in Project Performance**

The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Office of General Counsel.

**D. Compliance Information System (CIS)**

If Grantee will utilize persons other than its own employees to carry out work, Grantee and all subgrantees, third-party contractors, and/or subcontractors (hereinafter "subcontractors") shall report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG. CIS allows SANDAG to monitor promptness of payment to subcontractors and will allow Grantee and its subcontractors to manage their own records, maintain accurate contract information, and report payment details online. CIS is mandatory for Grantee and subcontractors to use unless SANDAG instructs otherwise. A Grantee account will be created after execution of this Agreement, which will allow Grantee to enter data into CIS via an internet browser. After execution of this Agreement, Grantee will receive instructions on how to set up its account and enter required subcontractor data into CIS via an internet browser. Grantee must require each of its subcontractors to enter required payment information into CIS. Failure of Grantee or its subcontractors to enter required information and confirm payments on a timely basis will result in delay of payment by SANDAG to Grantee.

**E. Licenses and Permits**

Grantee represents and warrants to SANDAG that Grantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and/or perform services under this Agreement at all times during the term of this Agreement.

**F. Registration with DIR and Prevailing Wage Requirements**

All provisions of this section shall be passed through to any subcontractors performing work related to this Agreement. Failure of Grantee or its subcontractors to comply with any of these requirements will result in delay of payment by SANDAG to Grantee.

1. Payment of Prevailing Wages

Grantee acknowledges that any work that qualifies as a "public work" within the meaning of California Labor Code §1720 shall cause Grantee, and its subcontractors, to comply with the provisions of California Labor Code § 1775 et seq, which includes the payment of prevailing wages to all workers performing prevailing wage work.

2. Public Works Contractor Registration With DIR

If Grantee or its subcontractors will engage in the performance of a public work as defined by California Labor Code §1720 et seq. and will utilize persons who are not employees of a public entity, registration and payment of an annual registration fee to the DIR shall be required of each entity performing the work. This requirement applies to anyone affected by the public works statutes found in the California Labor Code, including but limited to landscapers, fencers, surveyors, soil testers, dredgers, heavy equipment operators, and inspectors. Registration can be completed online at <https://efiling.dir.ca.gov/PWCR/>.

3. Subcontract Requirements

If Grantee will award any subcontracts for the performance of a public work:

- a. Grantee will verify, prior to award of any subcontract for a public work, that the selected subcontractor is currently licensed and registered with the DIR.
  - b. Grantee will create a Project Registration Form (aka PWC-100 form) for each subcontract using the California Department of Industrial Relations (DIR) online database, available at <https://www.dir.ca.gov/pwc100ext/>. Grantee will complete the registration within 30 calendar days of award of each subcontract.
  - c. Grantee shall notify SANDAG 10 business days prior to the subcontractor performing the prevailing wage work so SANDAG can prepare for labor compliance monitoring.
  - d. If there are any changes to the subcontractor or its lower-tier subcontractors, Grantee will advise DIR of these changes by making updates to the Project Registration Form in the DIR's the online database.
4. Certified Payroll Reporting to DIR

Grantee and all subcontractors performing a public work pursuant to this Agreement shall use the DIR's Electronic Certified Payroll Reporting (eCPR) System, available at <https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp>, to furnish certified payroll records to the California Labor Commissioner. Grantee and its subcontractors are required to utilize the eCPR system throughout the duration of the public work, regardless of whether SANDAG later requires the Grantee and its subcontractors to utilize the SANDAG Labor Compliance Monitoring System.

5. Retention and Inspection of Payroll Records and Employment of Registered Apprentices

Grantee agrees to comply and cause any of its applicable subcontractors to comply with Labor Code §1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code §1777.5 regarding employment of registered apprentices, and Labor Code §1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

In order to ensure compliance with the Labor Code, Grantee and its subcontractors shall be subject to site visits and spot-check audits by SANDAG. During these audits and inspections, SANDAG or its designee may request Grantee or subcontractor records, including but not limited to certified payroll, apprenticeship, and other ancillary records at any time during the term of the Agreement.

If such an audit or site visit discloses that Grantee or a subcontractor has not kept complete and accurate records or complied with the requirements of the California Labor Code, Grantee and all of its subcontractors performing the public work will be required to immediately stop work and DIR will be notified. Additionally, Grantee will be required to input and submit all applicable certified payrolls and accompanying documentation related to the Project and retroactive to the start of the Project into the SANDAG Labor Compliance Monitoring System (LCMS). SANDAG will provide Grantee and any first-tier subcontractors a log-on identification and password to access the SANDAG LCMS reporting system. Grantee will be required to enter all of its second-tier and lower subcontractors' information into LCMS on an ongoing basis. In addition, the SANDAG LCMS will allow Grantee to convert certified payroll records to the XML file format for upload to the DIR system.

## **G. Standard of Care**

Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its Executive Director, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subgrantees.

## **H. Third-Party Contracting**

Although the Grantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Grantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.

1. **Competitive Procurement.** Grantee shall not award contracts over \$3,500 on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

If Grantee hires a third-party contractor to carry out work funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as an evaluation factor in selecting the third-party contractor and for construction services, award the work to the lowest responsive and responsible bidder; document a Record of Negotiation establishing that the amount paid by Grantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. **Debarment.** Grantee shall execute and cause their third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities.
3. **Flowdown.** Grantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as set forth in this Agreement.
4. **No SANDAG Obligations to Third-Parties.** In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subgrantee, lessee, third-party contractor at any tier or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee.

5. Equipment Purchases. Grantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such the equipment only for the purposes set forth in this Agreement. The parties agree to meet and confer in good faith to ensure the continued use of the equipment for the purposes intended, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds \$5,000.

SANDAG and Grantee agree that Grantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the equipment.

## **VII. ETHICS**

### **A. Grantee Code of Conduct/Standards of Conduct**

The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with grant funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subgrantee, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subgrantees or their agents.

### **B. Personal Conflicts of Interest**

The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.

### **C. Organizational Conflicts of Interest**

The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subgrantee or impair its objectivity in performing the contract work.



**D. SANDAG Code of Conduct**

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.

**E. Bonus or Commission**

The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

**F. False or Fraudulent Statements or Claims**

The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee's grant application, progress reports and invoices.

**VIII. PAYMENTS**

**A. Method of Payment**

The method of payment for this Agreement will be based upon actual allowable costs described herein.

**B. Alternate Payee**

If the Grantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Grantee from all obligations under this Grant Agreement.

**C. Invoicing**

Grantee or Alternate Payee is required to submit invoices quarterly. Invoices must be accompanied by a quarterly report. The Grantee invoice and reporting forms will be provided by the SANDAG Project Manager. SANDAG will make payments for eligible amounts to Grantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Grantee's or Alternate Payee's itemized signed invoice(s). SANDAG shall retain 10 percent from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly pay

retention amounts to Grantee or Alternate Payee following satisfactory completion of work, receipt of final invoice, and all required documentation.

#### **D. Eligible Costs**

The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, the Approved Project Budget, and other provisions of the Agreement.
2. Necessary in order to accomplish the Project.
3. Reasonable for the goods or services purchased.
4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income). Project generated revenue realized by the Grantee shall be used in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.
5. Incurred for work performed on or after the SANDAG Notice to Proceed date, and before the termination date, and also must have been paid for by the Grantee.
6. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice.
7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subgrantees, (see Section entitled "Accounting Records").
8. Eligible for grant funding as part of the grant program through which the funds were awarded.
9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant application materials: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant's proposed method for allocating indirect costs in accordance with federal guidelines. Indirect cost allocation plans must be reviewed and renewed annually.

#### **E. Excluded Costs**

Certain costs associated with bike and pedestrian projects that do not directly benefit people walking and biking are ineligible. These ineligible expenses include, but are not limited to: curb, gutter, and other drainage improvements; newly installed driveway ramps; roadway shoulders, where roadway design standards require a roadway shoulder width at least as wide as would be required for a standard bike lane; and any required element under a different capital improvement project other than the Project. Expenses related to the replacement of existing infrastructure as a result of Project work may be eligible for reimbursement, but Grantee will be required to justify the necessary inclusion of such improvements prior to requesting reimbursement.

The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

## **IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS**

### **A. Project Accounts**

The Grantee and/or Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee and/or Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

### **B. Reports**

The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, and any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.

### **C. Quarterly Reports**

Grantee shall submit written quarterly reports to SANDAG detailing the progress of its work, expenditures incurred, and information regarding whether the Project is projected to be completed within the limits of the Approved Project Budget, Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG. This includes progress and final reports, plans, specifications, estimates, and other evidence of attainment of the Agreement objectives, which are requested by SANDAG or ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to ITOC, the Regional Planning Committee, the Transportation Committee, and the SANDAG Board of Directors, to report on its progress and respond to questions.

**D. Record Retention**

During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy 015: Records Management Policy, which is available at [www.sandag.org/legal](http://www.sandag.org/legal), for information regarding the treatment of documents designated as confidential.

**E. Access to Records of Grantees and Subgrantees**

The Grantee agrees to permit, and require its subgrantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subgrantees pertaining to the Project.

**F. Communities Served Data and Reporting**

If requested, Grantee shall provide SANDAG with data regarding how the Project's benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated smart growth data, and/or any other relevant information.

**X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT**

**A. Project Completion**

Within 90 calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

**B. Project Audit**

The Grantee agrees to have financial, performance, and compliance audits performed as SANDAG may require consistent with the *TransNet* Extension Ordinance. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

**C. Performance Audit**

The Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project.

**D. Project Closeout**

Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.

## **E. Project Use**

Grantee was awarded this Agreement based on representations in its grant application regarding the Project's intended use. If the Project is a capital project, Grantee hereby commits to continued use of the Project for the purposes stated in its application for a period of at least five years after completion of the Project. SANDAG may require Grantee to refund grant funding provided for the Project in the event Grantee fails to use the Project for its intended purposes as stated in the grant application or for any disallowed costs.

## **XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE**

- A.** Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto.
- B.** In the event Grantee encounters or anticipates difficulty in meeting the Project Schedule, the Grantee shall immediately notify the SANDAG Project Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.
- C.** Grantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Grantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of grant funding for the Project.
- D.** In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused grant funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.
- E.** Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

## **XII. CIVIL RIGHTS**

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

**A. Nondiscrimination**

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that relates to the Project or program funded by this grant. If Grantee receives a Title VI-related or ADA-related complaint, Grantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

**B. Equal Employment Opportunity**

During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**XIV. DISPUTES AND VENUE**

**A. Choice of Law**

This Agreement shall be interpreted in accordance with the laws of the State of California.

**B. Dispute Resolution Process**

In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to SANDAG's Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Executive Director or designee. The request for reconsideration must be received within ten calendar days from the postmark date of

- SANDAG's reply. The Executive Director or designee will respond in writing to the request for reconsideration within ten working days.
2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee for SGIP projects or to the SANDAG Transportation Committee for ATGP projects. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee or Transportation Committee shall be final.

**C. Venue**

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

**XV. ASSIGNMENT**

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

**XVI. INSURANCE**

Grantee shall procure and maintain during the period of performance of this Agreement, and for 12 months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

**A. General Liability**

Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.

**B. Automobile Liability**

For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.

**C. Workers' Compensation and Employer's Liability**

Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover from Others Endorsement" naming SANDAG as an additional insured.

#### **D. Other Requirements**

Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:

1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or
2. A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.

- E.** Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee's insurance. Insurance policies shall not be canceled without first giving 30 days advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

### **XVII. INDEMNIFICATION AND HOLD HARMLESS**

#### **A. Generally**

With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its subgrantees' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subgrantees and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

#### **B. Intellectual Property**

Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.



## **XVIII. INDEPENDENT CONTRACTOR**

### **A. Status of Grantee**

Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.

### **B. Actions on behalf of SANDAG**

Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

## **XIX. SEVERABILITY AND INTEGRATION**

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

**XX. SIGNATURES**

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

CITY OF ESCONDIDO

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**CHARLES "MUGGS" STOLL**  
**Director of Land Use and Transportation**  
**Planning**

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**JEFFREY R. EPP**  
**City Manager**

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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**Office of General Counsel**

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**City Attorney's Office**

## ATTACHMENT A

### Scope of Work, Schedule, and Budget Worksheet

**Grant Program:** Smart Growth Incentive Program - Capital Project

**Applicant/Jurisdiction:** City of Escondido

**Project Title:** Grand Avenue Complete Streets Improvement Project, Phase 1

**Part I: Project Overview**

**Project Limit:** Grand Avenue between Escondido and Juniper.

**Project Summary:** The project creates a pedestrian-friendly, aesthetically appealing streetscape in the heart of Escondido's historic Town Center to enhance the vibrancy of downtown. Lane reduction on Grand Ave provides the opportunity to widen sidewalks to expand outdoor dining; install curb bulbouts to reduce pedestrian crossing distances and calm traffic; add diagonal parking and enhance pedestrian-scale lighting.

**Part II: Scope of Work, Schedule, and Budget**

Propose tasks, deliverables, a timeframe, and a budget for implementing the project. The project schedule must be based on "Months from Notice to Proceed" (NTP) and should comply with Board Policy No. 035 timelines. The Total Project Cost column will auto-calculate.

• Capital projects are required to include \$5,000 for baseline bike and pedestrian data collection. If this Scope of Work, Schedule, and Budget Worksheet is for a SGIP Planning, ATGP Non-Capital, SGIP CAP, or SGIP Complete Streets Policy project, overwrite line item 1 in the table below.

Task No.	Task Description	Deliverables	Start Date	Completion Date	Total Project Cost
Enter Task or Subtask Number (tailor as needed)	Enter task descriptions. Please limit tasks to three to eight main tasks. Limit sub-tasks to major milestones.	Enter deliverables associated with each task.	Enter start date as number of months from NTP. Enter whole numbers.	Enter end date as number of months from NTP. Enter whole numbers.	Enter cost to complete each task. Sub-tasks should not have an associated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds).
1	Collect Baseline Data (required for Capital projects only; remove this task if it is a planning or non-capital project)	Baseline Data Collection Plan; Raw Bike/Ped Data	0	3	\$ 5,000.00
2	Complete Preliminary Engineering or Planning	Design Concepts; 30% Plans	0	12	\$ 100,000.00
3	Complete Engineering and Final Design	Status Reports; Engineering Contract; 60%, 90%, and 100% Plans	12	22	\$ 210,000.00
3.1	Project Management	Status Reports	0	42	
3.2	Contract Engineering	Engineering Contract; 60%, 90%, and 100% Plans	3	42	
4	Obtain Environmental Clearance	Various Technical Studies; Environmental Document	0	18	\$ 85,000.00
4.1	Complete Technical Studies	Various Technical Studies	0	9	
4.2	Prepare Environmental Document	Environmental Document	9	18	
5	Right-of-Way Acquisition	Plat Map; Agreement for Easement or Memorandum of Understanding (MOU)	0	0	\$ -
6	Complete Project Construction	Bid Documents; Contract; Status Reports; Notice of Completion	24	42	\$ 2,100,000.00
6.1	Award Construction Contract	Bid Documents; Contract	22	24	
6.2	Construction Management	Status Reports	24	42	
6.3	Project Construction	Notice of Completion	24	42	
					\$ -

**TOTAL PROJECT COST (grant request funds + matching funds):** \$ **2,500,000.00**

**Seasonal Constraints**

As applicable, identify any seasonal constraints that may require the overall project, or specific tasks, to begin or be completed by a specific date:

The de minimis indirect cost rate of 10% has been allocated to each task per SANDAG direction.

**Part III: Summary of Funding**

Total project cost:	\$2,500,000.00
Total grant amount requested from SANDAG:	\$1,443,161.00
Total match amount that will be contributed:	\$1,056,839.00
SANDAG grant % contribution:	0.5772644
Match % contribution:	0.4227356
Will the matching funds include <i>TransNet</i> Local Streets and Road (LSI)?	Yes

**Part IV: Project Budget Expenditures per Year**

SANDAG staff will reference this information for the Regional Transportation Improvement Program if this project receives funding.

Category*	Fiscal Year (FY) 2019 (July 1, 2018 - June 30, 2019)		FY 2020 (if applicable) (July 1, 2019 - June 30, 2020)		FY 2021 (if applicable) (July 1, 2020 - June 30, 2021)		FY 2022 (if applicable) (July 1, 2021 - June 30, 2022)	
	Grant Amount	Match Amount	Grant Amount	Match Amount	Grant Amount	Match Amount	Grant Amount	Match Amount
	ENV/ENGR	\$ 20,000	\$ 15,000.00	\$ 171,000	\$ 129,000.00	\$ 20,000	\$ 15,000.00	\$ 17,100
ROW								\$ -
CONSTRUCTION					\$ 114,000	\$ 86,000.00	\$ 570,000	\$ 430,000.00
<b>Total</b>	<b>\$ 20,000</b>	<b>\$ 15,000.00</b>	<b>\$ 171,000</b>	<b>\$ 129,000.00</b>	<b>\$ 134,000</b>	<b>\$ 101,000.00</b>	<b>\$ 587,100</b>	<b>\$ 442,900.00</b>

## ATTACHMENT B



BOARD POLICY NO. 035

### COMPETITIVE GRANT PROGRAM PROCEDURES

#### **Applicability and Purpose of Policy**

This Policy applies to all grant programs administered through SANDAG, whether from *TransNet* or another source, including but not limited to the Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Federal Transit Administration grant programs, and Active Transportation Grant Program.

Nothing in this Policy is intended to supersede federal or state grant rules, regulations, statutes, or contract documents that conflict with the requirements in this Policy. There are never enough government grant funds to pay for all of the projects worthy of funding in the San Diego region. For this reason, SANDAG awards grant funds on a competitive basis that takes the grantees' ability to perform their proposed project on a timely basis into account. SANDAG intends to hold grantees accountable to the project schedules they have proposed in order to ensure fairness in the competitive process and encourage grantees to get their projects implemented quickly so that the public can benefit from the project deliverables as soon as possible.

#### **Procedures**

1. Project Milestone and Completion Deadlines
  - 1.1. When signing a grant agreement for a competitive program funded and/or administered by SANDAG, grant recipients must agree to the project delivery objectives and schedules in the agreement. In addition, a grantee's proposal must contain a schedule that falls within the following deadlines. Failure to meet the deadlines below may result in revocation of all grant funds not already expended. The final invoice for capital, planning, or operations grants must be submitted prior to the applicable deadline.
    - 1.1.1. Funding for Capital Projects. If the grant will fund a capital project, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary construction contract must be awarded within two years following execution of the grant agreement, and construction must be completed within eighteen months following award of the construction contract. Completion of construction for purposes of this policy shall be when the prime construction contractor is relieved from its maintenance responsibilities. If no construction contract award is necessary, the construction project must be complete within eighteen months following execution of the grant agreement.
    - 1.1.2. Funding for Planning Grants. If the grant will fund planning, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary consultant contract must be awarded within one year following execution of the grant agreement, and the planning project must be complete within two years following award of the consultant contract. Completion of planning for purposes of this policy shall be when grantee approves the final planning project

deliverable. If no consultant contract award is necessary, the planning project must be complete within two years of execution of the grant agreement.

- 1.1.3 Funding for Operations Grants. If the grant will fund operations, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary services contract for operations must be awarded within one year following execution of the grant agreement, and the operations must commence within six months following award of the operations contract. If no services contract for operations is necessary, the operations project must commence within one year of execution of the grant agreement.
- 1.1.4 Funding for Equipment or Vehicles Grants. If the grant will fund equipment or vehicles, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary purchase contracts for equipment or vehicles must be awarded within one year following execution of the grant agreement, and use of the equipment or vehicles for the benefit of the public must commence within six months following award of the purchase contract.

## 2. Project Milestone and Completion Deadline Extensions

- 2.1. Schedules within grant agreements may include project scopes and schedules that will identify interim milestones in addition to those described in Section 1 of this Policy. Grant recipients may receive extensions on their project schedules of up to six months for good cause. Extensions of up to six months aggregate that would not cause the project to miss a completion deadline in Section 1 may be approved by the SANDAG Executive Director. Extensions beyond six months aggregate or that would cause the project to miss a completion deadline in Section 1 must be approved by the Policy Advisory Committee that has been delegated the necessary authority by the Board. For an extension to be granted under this Section 2, the following conditions must be met:
  - 2.1.1. For extension requests of up to six months, the grantee must request the extension in writing to the SANDAG Program Manager at least two weeks prior to the earliest project schedule milestone deadline for which an extension is being requested. The Executive Director or designee will determine whether the extension should be granted. The Executive Director's action will be reported out to the Board in following month's report of delegated actions.
  - 2.1.2. A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes.
  - 2.1.3. If the Executive Director denies an extension request under this Section 2, the grantee may appeal within ten business days of receiving the Executive Director's response to the responsible Policy Advisory Committee by sending the appeal to the SANDAG Program Manager.
  - 2.1.4. Extension requests that are rejected by the Policy Advisory Committee will result in termination of the grant agreement and obligation by the grantee to return to SANDAG any unexpended funds within 30 days. Unexpended funds are funds for project costs not incurred prior to rejection of the extension request by the Policy Advisory Committee.

### 3. Project Delays and Extensions in Excess of Six Months

- 3.1. Requests for extensions in excess of six months, or that will cause a project to miss a completion deadline in Section 1 (including those projects that were already granted extensions by the Executive Director and are again falling behind schedule), will be considered by the Policy Advisory Committee upon request to the SANDAG Program Manager.
- 3.2 A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes. The grantee must provide the necessary information to SANDAG staff to place in a report to the Policy Advisory Committee. If sufficient time is available, and the grant utilized *TransNet* funds, the request will first be taken to the Independent Taxpayer Advisory Committee (ITOC) for a recommendation. The grantee should make a representative available at the meeting to present the information to, and/or answer questions from, the ITOC and Policy Advisory Committee.
- 3.3 The Policy Advisory Committee will only grant an extension under this Section 3 for extenuating circumstances that the grantee could not have reasonably foreseen.

### 4. Resolution and Execution of the Grant Agreement

- 4.1 Two weeks prior to the review by the Policy Advisory Committee of the proposed grants, prospective grantees must submit a resolution from their authorized governing body that includes the provisions in this Subsection 4.1. Failure to provide a resolution that meets the requirements in this Subsection 4.1 will result in rejection of the application and the application will be dropped from consideration with funding going to the next project as scored by the evaluation committee. In order to assist grantees in meeting this resolution deadline, when SANDAG issues the call for projects it will allow at least 90 days for grant application submission.
  - 4.1.1 Grantee governing body commits to providing the amount of matching funds set forth in the grant application.
  - 4.1.2 Grantee governing body authorizes staff to accept the grant funding and execute a grant agreement if an award is made by SANDAG.
- 4.2 Grantee's authorized representative must execute the grant agreement within 45 days from the date SANDAG presents the grant agreement to the prospective grantee for execution. Failure to meet the requirements in this Subsection 4.2 may result in revocation of the grant award.

### 5. Increased Availability of Funding Under this Policy

- 5.1. Grant funds made available as a result of the procedures in this Policy may be awarded to the next project on the recommended project priority list from the most recent project selection process, or may be added to the funds available for the next project funding cycle, at the responsible Policy Advisory Committee's discretion. Any project that loses funding due to failure to meet the deadlines specified in this Policy may be resubmitted to compete for funding in a future call for grant applications.

Adopted: January 2010

Amended: November 2014



## ATTACHMENT C

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### PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

#### **All Grant Types (Capital, Non-Capital, and/or Planning Projects)**

1. **Contact Information:** Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.
2. **Request for Proposals and Consultant Selection:** Upon request by SANDAG, Grantee must submit draft Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG (Attachment A).
3. **Design Development, Stakeholder, and Community Meetings:** Grantee must provide SANDAG with agendas and meeting summaries for all design development (for capital projects only) and community meetings. SANDAG staff may attend any meetings as appropriate.
4. **Quarterly Reports, Invoices, and Deliverables:** Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. The Grantee invoice and reporting forms will be provided by the SANDAG Project Manager. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, ground-breakings, and ribbon-cuttings) to support media and communications efforts. Grantee needs to document and track in-kind contributions designated as matching funds as part of project management. Grantee must provide all deliverables identified in the Scope of Work.
5. **Media and Community Outreach Coordination:** Press materials shall be provided to SANDAG staff before they are distributed. SANDAG and *TransNet* logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Grantee agrees to provide project milestone information to support media and communications efforts.
6. **Photo Documentation:** Grantees are responsible for the following photo documentation:
  - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities
  - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Grantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Grantee and agreed upon by SANDAG.

## **Capital Grants Only**

- 1. Baseline Data Collection:** Prior to the construction of grant-funded improvements, the Grantee is responsible for developing a baseline data collection plan with SANDAG to gather information on pedestrian and bike activity. At a minimum, data should be collected for observed bike and pedestrian volumes, behavior, and attitudes in the project area. Once the data collection plan is approved by SANDAG staff, the Grantee is responsible for carrying out the plan and returning collected data to SANDAG as a deliverable. Standardized forms required for data collection will be provided by SANDAG, and sufficient completion of these forms is required of the Grantee in order to accomplish the Baseline Data Collection deliverable.

Grantees are encouraged to use the National Bicycle and Pedestrian Documentation Project methodology and plan for the following:

- Conduct counts prior to project construction, during National Documentation Days in the second week of September.
- Conduct counts for two hours, at peak times relative to the facility. For example, facilities attracting utilitarian trips should be counted on a Tuesday, Wednesday, or Thursday from 5 to 7 p.m., whereas facilities attracting recreational trips should be counted on a Saturday, from 9 to 11 a.m.

In the case that the above timeframes are deemed infeasible due to the project schedule, the Grantee and SANDAG will collaborate on an alternative data collection methodology and procedure.

Grantees should plan to budget \$5,000 for data collection.

- 2. Plan Review:** Grantee must submit project design drawings and cost estimates (if available) to SANDAG for review and comment at 30 percent, 60 percent, 90 percent, and 100 percent design. SANDAG staff may meet with the Grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:
  - Whether the plans are consistent with the Project proposed in the original grant application
  - Consistency with accepted pedestrian/bike facility and smart growth design standards
- 3. Project Signage:** Each project or program of \$250,000 or more funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by such revenues. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications in *TransNet* Signage Guide and submit proof files to SANDAG for approval before production.
- 4. Performance Monitoring:** SANDAG staff may measure performance of the constructed capital improvements against stated project objectives, and evaluate the overall grant program. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources, and provide available data and feedback regarding the program as appropriate.





## CITY COUNCIL STAFF REPORT

**Current Business Item No. 11**

**February 13, 2019**

**File No. 0600-10, A-3282**

**SUBJECT:** Bid Award for Public Improvement Agreement: Spruce Street Channel Improvement Project and Escondido Transit Center Active Transportation Connections Project

**DEPARTMENT:** Utilities Department, Environmental Programs Division  
Engineering Services Department

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2019-21, authorizing the award of a Public Improvement Agreement in the amount of \$3,523,810 to Palm Engineering Construction Company, Inc. for construction of the Spruce Street Channel Improvement Project (Spruce) and the Escondido Transit Center Active Transportation Connections Project (ETC ATC).

**FISCAL ANALYSIS:**

\$4,238,000 are available for the construction contract in Capital Improvement Project (CIP) Numbers 678301 and 699601, which include:

1. A \$258,000 grant from 2016 Proposition 1 Integrated Regional Water Management Disadvantaged Community Involvement funding.
2. Two grants, \$226,000 and \$414,000, from the County of San Diego Department of Environmental Health Vector Habitat Remediation Program.
3. The City received a \$1,270,000 grant from the SANDAG Smart Growth Incentive Program (SGIP).

Staff anticipates requesting additional funds with the CIP budget in Fiscal Year 19/20 for potential unforeseen items during construction.

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

Implementation of the Spruce Street Channel Improvement project is included in the City Council Action Plan as Strategy #14, Neighborhood Improvement.

**PREVIOUS ACTION:**

On December 11, 2013, the City Council adopted Resolution No. 2013-164, authorizing a Consulting Agreement in the amount of \$159,309 with AECOM to develop 30% engineering drawings, prepare the site assessment, and provide the biological services needed for environmental permitting for the Spruce Project.

On January 13, 2016, the City Council approved a budget adjustment to accept SGIP grant funding in the amount of \$1,270,000 for the ETC ATC Project to fund a pedestrian bridge spanning the channel adjacent to West Valley Parkway, as well as bike lanes on West Valley Parkway near the Escondido Transit Center.

On February 10, 2016, the City Council adopted Resolution No. 2016-07, approving the Mitigated Negative Declaration (ENV15-0010), which outlines the mitigation measures for the combined project to minimize environmental impacts, prepared in accordance with the California Environmental Quality Act (CEQA).

On July 20, 2016, the City Council adopted Resolution No. 2016-110, approving a Consulting Agreement in the amount of \$258,912 with Kleinfelder for design of the ETC ATC Project.

On August 17, 2016, the City Council adopted Resolution No. 2016-117, authorizing a consulting agreement in the amount of \$225,925 with Michael Baker International (MBI) to develop the final 100% engineering drawings, assist with public and resource agency coordination and community meetings, and support construction and the construction bidding process for the Spruce Project. The agreement was later amended for an additional \$35,425 to provide geotechnical analysis for proposed infrastructure.

On December 20, 2017, the City Council adopted Resolution No. 2017-164, approving an addendum to the Mitigated Negative Declaration (ENV15-0010 (A)) for the combined project, which modifies one of the original conditions to require mitigation for impacts to wetland/upland habitat, prepared in accordance with CEQA.

#### BACKGROUND:

The Spruce Project and ETC ATC Project are adjacent but distinct projects which have been bid together for design, permitting, and construction cost efficiencies. The projects address long-standing community needs for improved drainage and water quality, protection of private and public infrastructure from flooding, reduced mosquito habitat, and safe walking and biking in the vicinity of the heavily-used North County Transit District (NCTD) Sprinter Station at the Escondido Transit Center on West Valley Parkway.

The Utilities Department, Environmental Programs Division and Engineering Services Department Capital Improvement Section have worked collaboratively for over five years to prepare the Spruce and ETC ATC Projects for construction. Work since 2013 has included: CEQA analysis and documentation, developing engineering designs, negotiating agreements with private property owners and NCTD, securing grant funding, finalizing environmental permits from State and Federal resource agencies, and community outreach. The Spruce Project has been identified as a goal in the adopted Water Quality Improvement Plan for the Carlsbad watershed, developed in accordance with the requirements of the

San Diego Region Municipal Separate Storm Sewer System (MS4) Permit, of which the City of Escondido is a co-permittee.

The Spruce Project will reduce local flooding and ponding potential by increasing channel capacity, removing downstream barriers that obstruct flow, and constructing protective flood walls along certain channel banks. The Spruce Project makes improvements along a 2,000-foot-long section of drainage channel (and 450-foot-long box culvert), which collects runoff from approximately 1.24 square miles of Escondido. The Project will:

1. Clear and repair a trapezoidal concrete channel between West Third Avenue and Spruce Street, which has been known to flood as recently as January 2019.
2. Install new maintenance access points to an underground box culvert along Spruce Street near Second Avenue.
3. Rehabilitate an earthen channel which flows from Grand Avenue, under West Valley Parkway, and along the Sprinter tracks behind the Escondido Transit Center to the Escondido Creek flood control channel and bike path.
4. Remove accumulated soil and vegetation, improve infrastructure, remove an unused pedestrian bridge, and replant channel banks with native, climate-appropriate vegetation.
5. Construct two permanent maintenance ramps to improve Public Works' access to the newly-rehabilitated earthen channel sections.

Environmental permits from the Army Corps of Engineers, the Regional Water Quality Control Board, and the California Department of Fish and Wildlife were finalized in December 2018. Permitting for the ongoing maintenance of the channel is underway as part of the 2020 renewal of the City's Regional General Permit for Channel Maintenance, led by the Utilities Environmental Program Division.

The ETC ATC Project installs a pedestrian bridge on the north shoulder of West Valley Parkway (over the Spruce channel) to improve pedestrian access on the western side of the Escondido Transit Center. A bridge at this location was originally included in NCTD's design for the Escondido Transit Center, but was never constructed, resulting in an asphalt berm extending into the traffic lanes on West Valley Parkway for pedestrian access over the channel. Removing the berm will provide space for bike lanes along West Valley Parkway, and the ETC ATC Project also provides bike lanes on Quince Street and North Tulip Street, connecting cyclists to the Inland Rail Trail bike path (along Escondido Creek flood control channel) and the Escondido Transit Center.

If approved, the Spruce and ETC ATC Projects are expected to begin construction this spring and to be completed by the end of 2019. After the Projects' completion, vegetation and channel conditions will be monitored as part of a separate contract.

On January 24, 2019, the City of Escondido received six (6) sealed bids in response to its advertising for this project. The bid results are as follows:

Palm Engineering Construction Company, Inc.	\$3,523,810.00
Lonerock, Inc.	\$4,249,535.00
Granite Construction	\$4,524,133.00
Hazard Construction	\$4,704,512.60
L.B. Civil Construction	\$5,263,436.00

In addition, Wier Construction Corporation submitted a bid; however, this bid is considered non-responsive because of failure to meet the required experience qualifications for this project. The bid documents require that the General Contractor and/or its Subcontractors provide a list of projects that demonstrates their qualifications to complete all trades/types of work included in this project. In addition, the Contractor and/or its Subcontractors shall have completed no less than two projects in the last five years for government agencies with a minimum project size equaling half this project's quantities and complexity.

Staff recommends that the bid submitted by Palm Engineering Construction Company, Inc. be considered the lowest responsive and responsible bid, and that the improvement agreement be awarded for the base bid in the amount of \$3,523,810 to Palm Engineering Construction Company, Inc. for the Spruce Street Channel Improvements and ETC ATC Project. Palm Engineering's bid is 5.8% more than the Engineer's Estimate of \$3,329,730.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Christopher W. McKinney*, Dir. of Utilities  
2/6/2019 4:39 p.m.

*Julie Procopio*, Dir. of Engineering Services  
2/6/2019 3:59 p.m.

ATTACHMENTS:

1. Resolution No. 2019-21
2. Resolution No. 2019-21 Exhibit "1" Public Improvement Agreement with Palm Engineering Construction Company, Inc.

RESOLUTION NO. 2019-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AWARDING A BID AWARD FOR THE SPRUCE STREET CHANNEL IMPROVEMENT PROJECT AND ESCONDIDO TRANSIT CENTER ACTIVE TRANSPORTATION CONNECTIONS PROJECT; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT WITH PALM ENGINEERING CONSTRUCTION COMPANY, INC.

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the Spruce Street Channel Improvement Project (Spruce) and the Escondido Transit Center Active Transportation Connections Project (ETC ATC) ("Project"); and

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

WHEREAS, pursuant to said notice, six (6) sealed bids for the project were opened and evaluated on January 24, 2019; and

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

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award this contract to Palm Engineering Construction Company, Inc. in the amount of \$3,523,810.

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 Palm Engineering Construction Company, Inc. in substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "1," and subject to final approval as to form by the City Attorney.

## 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 \_\_\_\_\_ (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

### **Spruce Street Channel Improvement Project & Escondido Transit Center Active Transportation Connections Project**

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

3. CITY shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
4. The work shall be commenced on or before the tenth (10th) day after receiving the CITY'S Notice to Proceed and shall be completed within **one hundred and fifty (150) working days** for Bid Package B and **one hundred and five (105) working days** for Bid Packages C, D, and Additive Alternate Bid Schedule (if included in the Contract) from the date specified in the Notice to Proceed.



- (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: \_\_\_\_\_

**CONTRACTOR**

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

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

\_\_\_\_\_  
Title

(CORPORATE SEAL OF CONTRACTOR, if  
corporation)

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

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

\_\_\_\_\_  
Title

(Second signature required only for corporation)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
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,

### **Spruce Street Channel Improvement Project & Escondido Transit Center Active Transportation Connections Project**

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

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

PROVIDED, that

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

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

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

(SEAL)

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

\_\_\_\_\_  
Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:  
  
OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

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



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

KNOW ALL MEN BY THESE PRESENT,

That \_\_\_\_\_ 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,

**Spruce Street Channel Improvement Project & Escondido Transit Center Active Transportation Connections Project**

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

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

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

(SEAL)

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

\_\_\_\_\_  
Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

Contractor

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

Signature

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

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

**Spruce Street Channel Improvement Project & Escondido Transit Center Active  
Transportation Connections Project**

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

We shall appreciate your cooperation in the following matters:

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

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

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

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## **FUTURE CITY COUNCIL AGENDA ITEMS**

**Updated February 5, 2019**

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

**February 20, 2019**  
**NO MEETING (President's Day)**

**February 27, 2019**  
**8:00 a.m. STATE OF THE CITY (CCAЕ)**

# Weekly Activity Report



**February 7, 2019**

## **New Native Garden Donated to PACC!**

Thank you to Public Works staff and the volunteers from the Lake Hodges Native Plant Club for designing, purchasing, and installing a beautiful, drought-tolerant, native garden at the Park Avenue Community Center. We look forward to partnering again on future projects



## **City to Host “Meet the Buyers” Event**

On February 14 from 8 a.m. to 12:30 p.m., the City will host a “Meet the Buyers” event at City Hall. “Meet the Buyers” connects small businesses with procurement contracts by providing informational panels, networking, tips and information on how to become a successful supplier for local, state and federal agencies. Since they began in 2010, these events have helped small businesses obtain over \$193 million in contracts. The event is free. Registration is required. For more information and to register, visit [www.escondido.org/business.aspx](http://www.escondido.org/business.aspx) or contact Michelle Geller, Economic Development Manager, at (760) 839-4587 [mgeller@escondido.org](mailto:mgeller@escondido.org).

## **Love Your Heart**

Love Your Heart is an annual event in which organizations from across the U.S. and Mexico join together to provide FREE blood pressure screenings to the public on Valentine's Day, February 14. Last year's Love Your Heart event helped over 36,000 people get to know their blood pressure numbers and take charge of their own heart health. Both the Escondido Public Library and the Park Avenue Community Center will be participating working in conjunction with the Escondido Fire Department. Learn more here:

<http://www.livewellsd.org/content/livewell/home/love-your-heart.html>

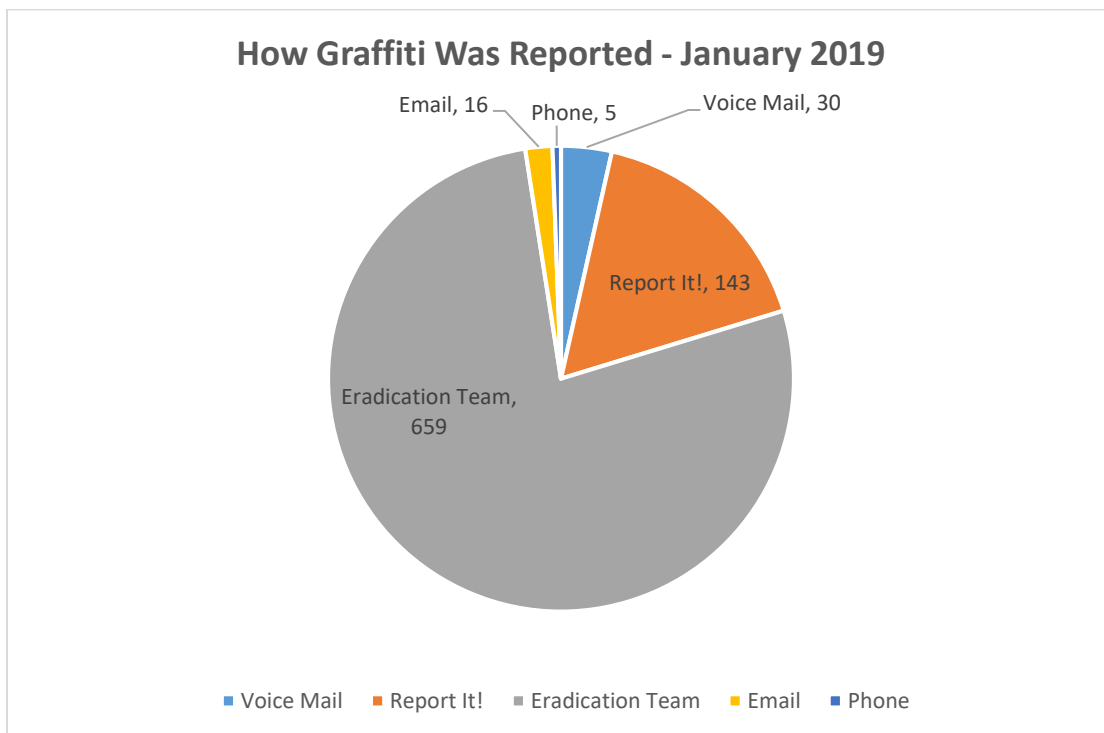
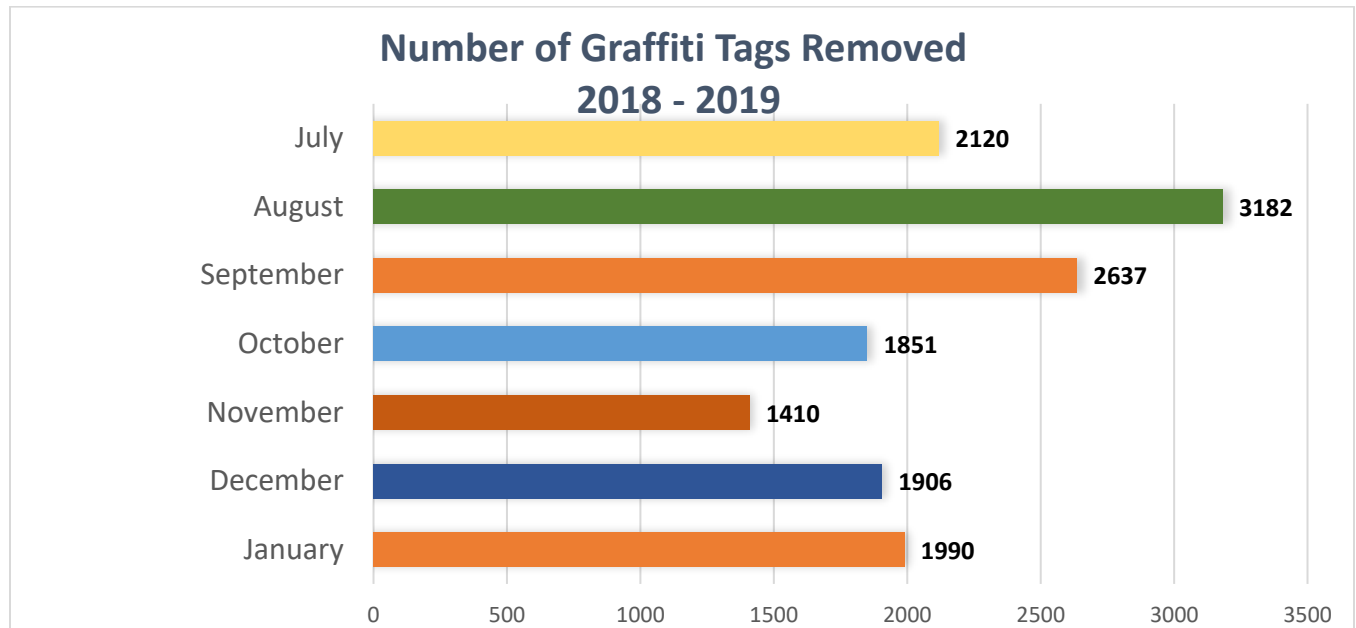
## **Innovate78 wins Gamechanger Award**

The collaborative partnership between the five cities along the 78 freeway (Escondido, San Marcos, Vista, Carlsbad and Oceanside) has won an Award of Merit from the CA Association for Local Economic Development. Innovate78 received the Gamechanger award for their efforts

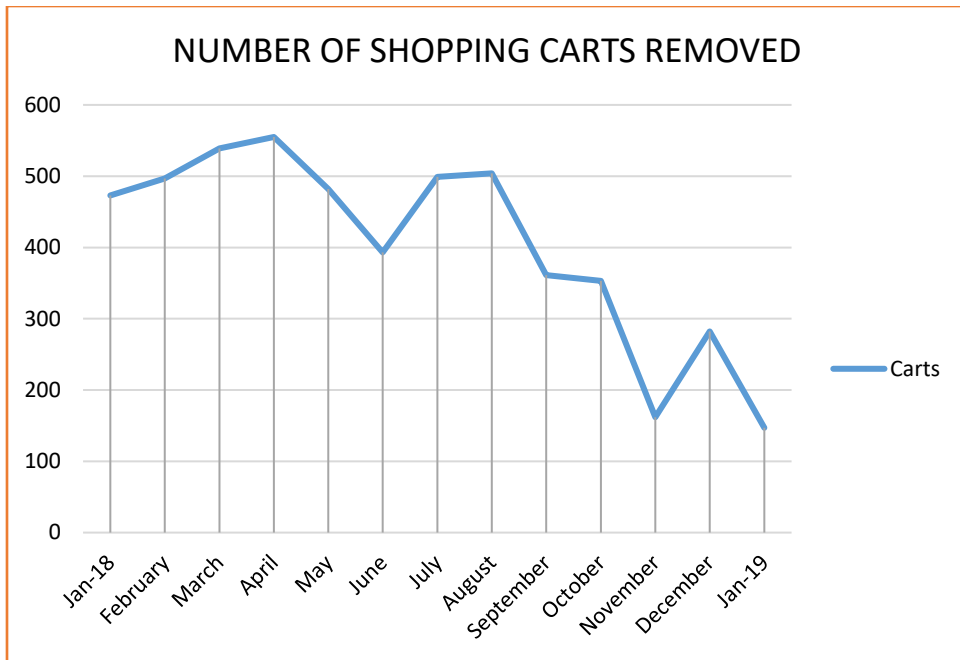
to grow the startup ecosystem in North County San Diego through their Startup78 program. More information about the program, and Innovate78 can be found [here](#).

## BY THE NUMBERS

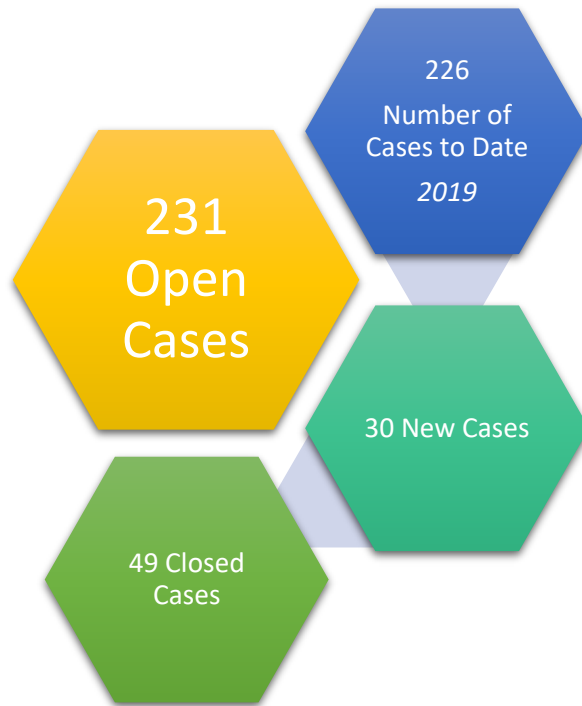
### Public Works



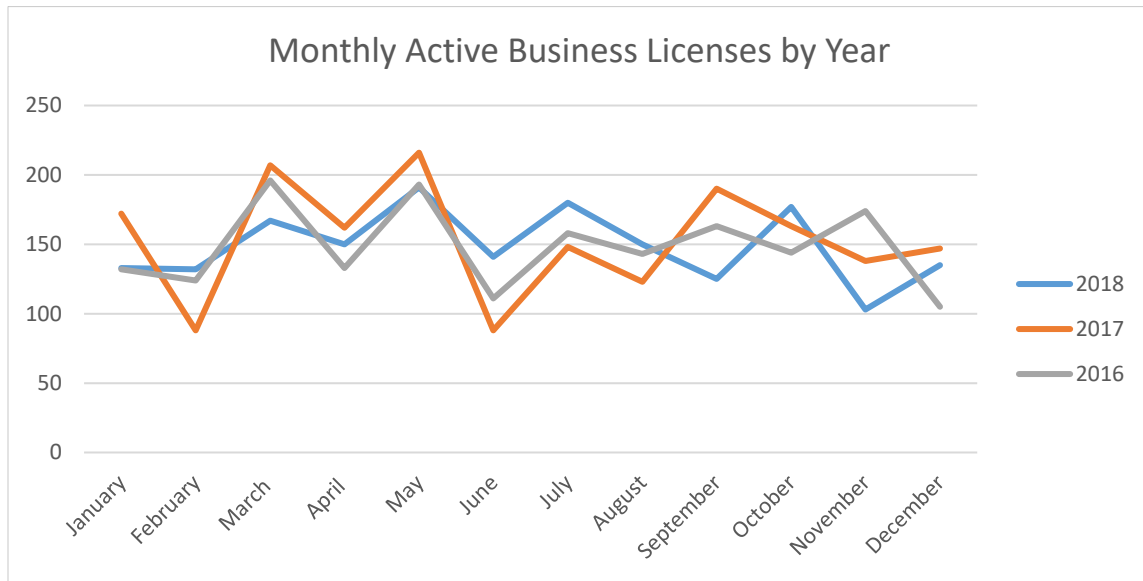




**Code Enforcement**



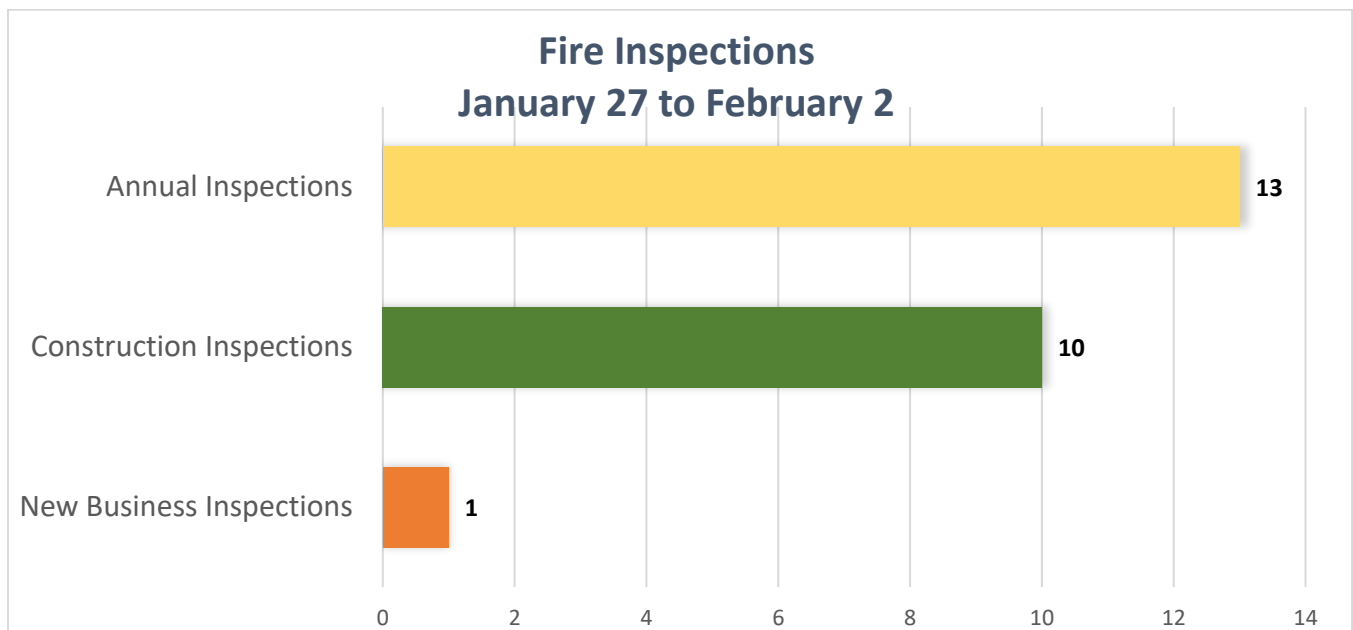
**Business Licenses**



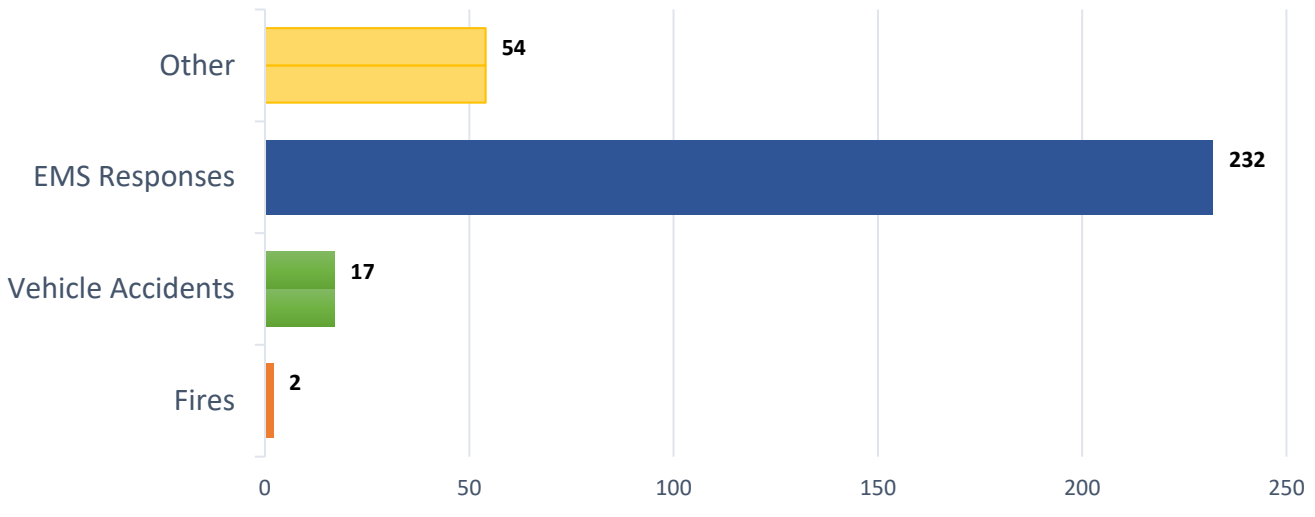
**Graffiti Restitution**

Collected This Week	Collected Year to Date
\$160.25	\$892.88

**Fire**

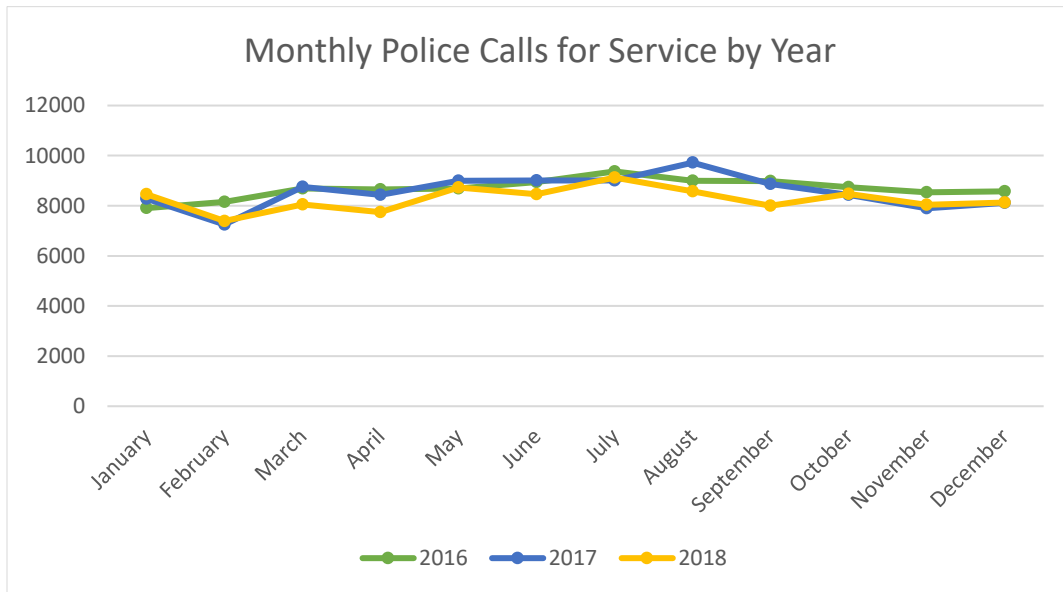


### Fire Emergency Responses January 27 to February 2

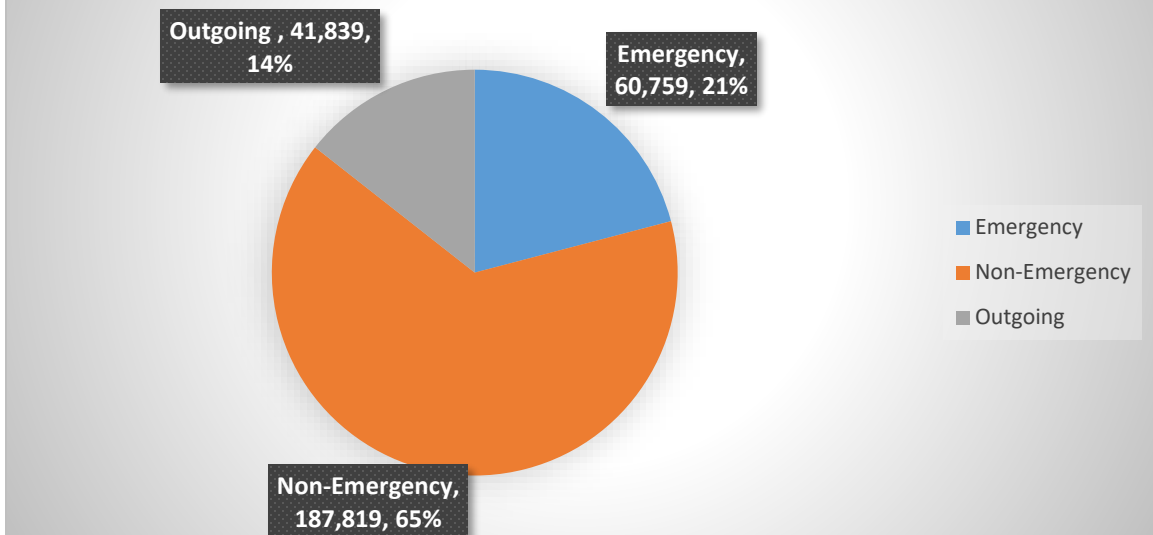


Total Emergency Responses (Year To Date)	1,560
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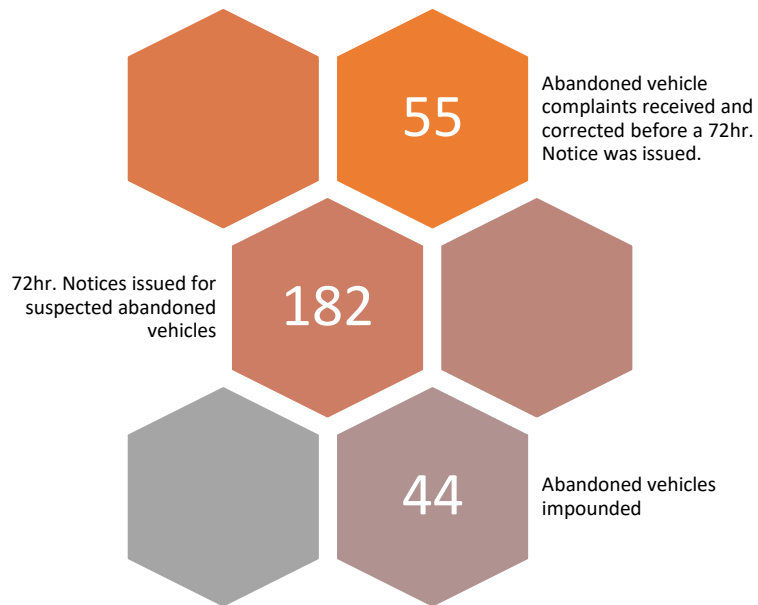
### Police



## 2018 Police/Fire Communication Center Call Volume

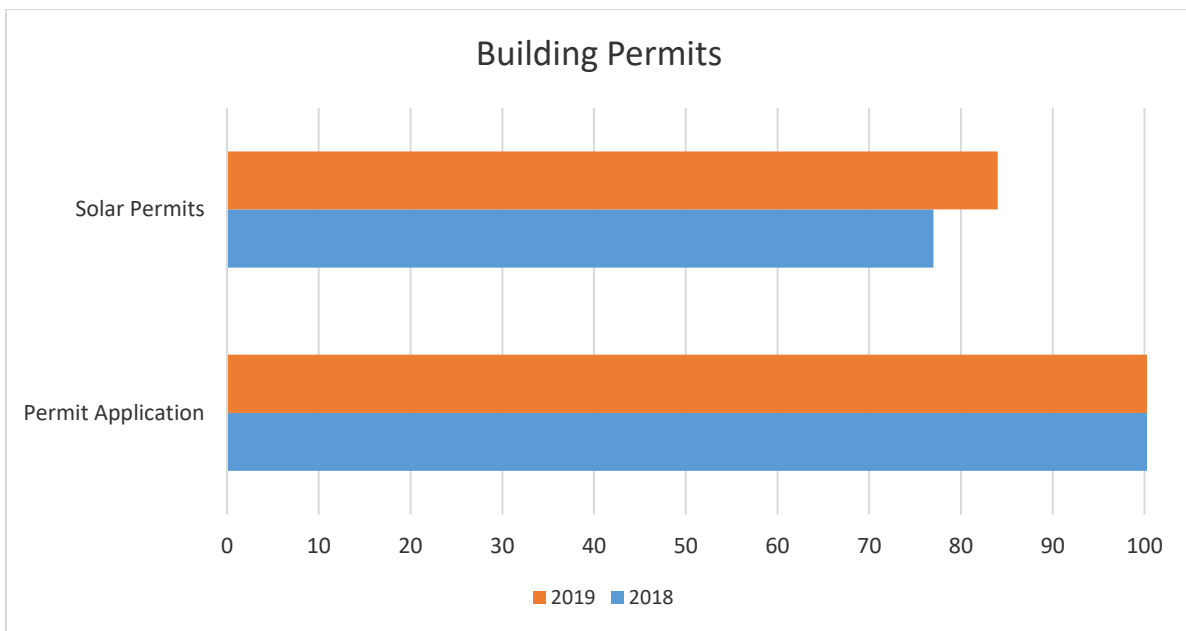
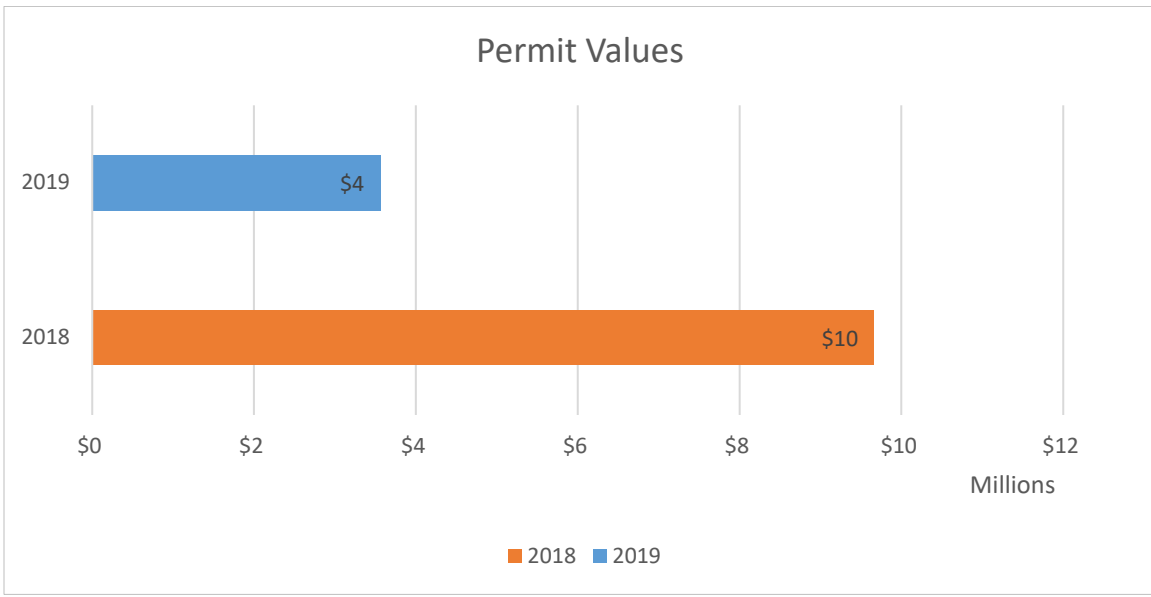


## December Abandoned Vehicle Data



**Building Division:**

*\*Data reflects activity through February 2<sup>nd</sup> of each year*



**POLICE DEPARTMENT**

**Incidents**

**Juveniles Attack Store Clerk**

On January 30 at 10:45 p.m., two male juveniles entered the 7-11 store at 1030 N. Broadway and stole beer from the business. The store clerk confronted the juveniles outside of the store, where they attacked the clerk by hitting him with a skateboard and beer bottle. The store clerk sustained minor injuries. Officers found the juveniles a short distance away. Both were arrested on charges of assault with a deadly weapon and robbery.

### **Seatbelts Save Lives**

On February 4 at 1:07 p.m., officers responded to a single vehicle traffic collision in the 2000 block of E. Washington Ave. Officers arrived to find a heavily damaged vehicle on its roof (pictured below). The collision investigation revealed that the vehicle had been occupied by an adult female driver and two young children. For an unknown reason the vehicle left the roadway before striking several trash canisters, a fence, and concrete pillar before overturning. Fortunately, all three occupants were wearing seatbelts. The children escaped the collision uninjured. The driver sustained a minor injury.



### **Felon Arrested After Barricading in a Home**

During the morning of February 2, the U.S. Marshall Fugitive Task Force located James Golden in the City of Escondido. Golden had felony warrants for assault with a deadly weapon, battery on a police officer, and burglary. Escondido police personnel began coordinating with the Task Force to stop the vehicle Golden was driving. Before Officers could get into a position to stop the vehicle Golden drove to the 1000 block of Rincon Rd. where he fled on foot. Golden entered a residence in the 1300 block of Rincon Rd., which was occupied by a female who was a known associate of Golden. The female left the residence and Golden barricaded himself inside.

Assistance from the SWAT team and the Emergency Negotiations Team was requested at the location. Hostage negotiators spoke with Golden for approximately 3 hours. At 2:15 p.m., the negotiators successfully negotiated a peaceful surrender of Golden. No one was injured during the incident and no property was damaged.

Golden was taken into custody and will eventually be taken to the Vista Detention Center and booked on the warrants.

### **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.

- 3 arrests
- 9 citations
- 32 extra patrols

## FIRE DEPARTMENT

### News

Escondido Fire hosted a four-day Incident Management Certification course January 22-25, 2019, in the Emergency Operations Center at Police and Fire Headquarters. Six members of the Escondido Fire Department who are preparing for advancement, along with four others from San Marcos and Vista Fire Departments, completed the 32-hour class that included instruction and simulations. Prior to the certification class, all of the participants had completed a 40-50 hour cognitive learning program. All ten participants received Blue Card Incident Commander certification.



On January 28 and 29, the Escondido Fire Department conducted live fire training drills at Escondido Fire Station 1's Training Tower. The live burn scenarios simulated actual structure fire situations. It was an opportunity to put all of the fire crews through lifelike situations and provided valuable experience in tactical operations and fire ground command strategy.





On Saturday, February 2, 2019 at 5:00 a.m., OES Brush Engine 8632 (Captain Teague, Engineer Mellon, and Firefighter Paramedics M. Smith and Maciel) was deployed as part of a Strike Team prepositioned in the area of the “Holy Fire” in Lake Elsinore in case of flooding and mudslides. They returned home safely Saturday at 9:00 pm.

On Sunday, February 3, 2019 at approximately 2:00 pm, the Escondido Police and Fire Communication Center received a report of a possible fire in a motor home located in the area of the 600 block of Howe Place. The first arriving engine reported a large amount of fire and smoke coming from the motor home and threatening adjacent structures. The fire was contained and controlled in approximately 20 minutes. The motor home sustained major damage from fire and smoke, but there was no damage to nearby homes. There were no civilian or firefighter injuries. The cause of the fire is under investigation.



The City of Escondido Fire Department is pleased to welcome four new Paramedics (Non-Safety). Michael Bowlin, Andrew Miller, Lexter Torres, and Eric Chasse completed their orientation academy last week and have joined their fellow crew members on our ambulances.





## 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 the medical building site (above) 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, 2019 (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, 2019. Planning met with the applicant on January 30, 2019, to discuss the plans and management of the proposed temporary parking lot.

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, 2019. Planning staff conducted staff-level design review on January 31, 2019. Comments from Planning, Engineering, Utilities, Fire and Traffic were sent to the applicant on February 5, 2019.

### **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. Planning met with the project architect on January 29, 2019, to go over the requested revisions.

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. The developer recently indicated a revised submittal including the remaining environmental documents will likely be ready in about three weeks.

### **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 Request for Qualifications to solicit a Design/Build firm was released the first week of September 2018. 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, 2019, the City Council expressed continued support for the MFRO, but directed staff to investigate moving the facility to another location. Utilities staff are investigating the feasibility of moving the MFRO to city property located at 901 W. Washington Avenue. An on-site meeting with the selected design-build and environmental contractors occurred on January 28, 2019. Preliminary geotechnical and survey work is underway.
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, 2019 and closes on February 11,

2019. A neighborhood meeting to discuss the project with interested residents was held on January 30, 2019. A Planning Commission hearing has tentatively been scheduled for March 12, 2019.

## **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. Engineering met with the project engineer and applicant on January 31, 2019, to discuss their comments on the revised tentative map. 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. Fourth plan check for the Village 1 rough grading, improvement plans and landscape plans were submitted January 18, 2019. 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:

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. Engineering comments were returned on January 18, 2019 and additional comments were sent on January 25, 2019. Engineering met with the applicant’s engineer on January 31, 2019 to discuss drainage issues. Utilities is coordinating with the San Diego County Water Authority regarding utility crossings over their water transmission mains that cross the site.
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’s parking consultant submitted a parking study on January 17, 2019.
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. Revised plans were resubmitted on November 29, 2018 and January 16, 2019, and all departments have indicated that conditions can be issued to resolve any remaining design issues. A Planning Commission hearing has been scheduled for February 12, 2019.
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, 2019, and a resubmittal is expected soon.

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. Follow-up meetings with the applicant occurred on November 28, 2018 and February 6, 2019. Traffic Engineering provided comments on the Traffic Impact Analysis on December 10, 2019. Staff comments on the first screen check draft of the EIR were issued on January 14, 2019.

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 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. A fourth plan check of the rough grading plan was received on January 28, 2019. Second plan

check submittal for the final map and third submittal for the on-site improvements is expected to be received this week. On-site remediation of hazardous materials has been completed in three of the four identified areas.

13. Mercado 3-Story Mixed Use Building (Developer: Curtis Lively) 5 residences and 2 commercial suites on 0.14-acre at 510 W. 2<sup>nd</sup> Avenue – A Plot Plan for five two-story residential units on top of 2,375 SF of commercial floor area and a parking garage was submitted July 13, 2018. Staff review comments were provided to the applicant who then submitted revised plans. Additional Planning and Engineering comments were sent to the applicant on September 27, 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, 2019. Staff design review was completed on January 3, 2019, and comments were provided to the applicant. Utilities provided water line information to the applicant on January 31, 2019.
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. Engineering has agreed to accept a public utilities easement along Quince Street in lieu of a dedication of public right-of-way. This easement along with a revision to provide vehicular access from Second Avenue is expected to be incorporated into revised project plans next week.
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 and consider the design standards in the South Centre City Specific Plan.
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 and comments are expected to be issued next week. The initial plan submittal was presented to the Board of the Downtown Business Association on January 9, 2019, and the Economic Development Committee of the Chamber of Commerce on January 10, 2019. A contract for a developer-funded planning consultant to work on this project as an extension of Planning staff will be considered by the City Council on February 13, 2019.
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, 2019 and approved the last week of January. Submittal of final engineering plans is expected soon.



18. Accessory Dwelling Units – Planning staff is currently working on four 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 57 permits (including 13 solar photovoltaic) with a total valuation of \$276,760.
2. Our building inspectors responded to 175 inspection requests. 142 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 approved the temporary gas and electrical release on January 22, 2019.
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. 17<sup>th</sup> Ave received final inspection corrections on 11/14/2018 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 and framing inspection approval for 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, drywall approval for Building 6, electric meter release for Building 4, gas test for Buildings 5, 9 and 10 and exterior lath for Building 10.
10. The new 105-room Springhill Suites hotel at 200 La Terraza received drywall approval at the second and third floors and foundation approval for the pool fence posts.
11. *No Change from the previous.* The four-story, 102,774 sf self-storage building at 222 W. Mission Ave has received inspection approval for rough electrical at the first floor and suspended ceiling approval.
12. The new five-story self-storage building at 852 Metcalf St. has received roof sheathing 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. Plans were submitted into plan check this week for a new six-unit apartment building at 350 N. Juniper Street.

## ENGINEERING DEPARTMENT

### Capital Improvements

1. 2018 Street Rehabilitation and Maintenance Project – This year’s program will focus in residential areas south of Felicita and east of I 15 with major work on Citricado Parkway, Escondido Boulevard, Del Lago Boulevard, Centre City Parkway, Felicita Road, and Bear Valley Parkway. The first day of construction was Monday January 28th. The removal of 24 existing public street trees within the program area was completed prior to the recent rain event. The replacement of concrete curb, gutter and sidewalk will begin on Monday, February 11 in the Beethoven neighborhood. For more information on the City’s Street Maintenance Program including a comprehensive list of streets to be treated follow the link (<https://www.escondido.org/city-of-escondido-street-maintenance-program.aspx>).
2. Valley Parkway/Valley Center Road Widening Project: Calendar Day 395 – The electrical meter for the irrigation clock was set this past Friday. This will allow the contractor to pull in control wires so that system can be automated. The electrical subcontractor poured the foundation for the traffic signal beacon located on Valley Center Road. The existing beacon will be relocated to the median island in the coming days.
3. Transit Center Pedestrian Bridge Project – Transit Center Pedestrian Bridge and Spruce Street Channel Improvement Project bid opening was held January 24. The apparent low bidder withdrew his bid. Staff has begun to review the second low bidders contract package.
4. Missing Link Project – *No changes from that reported last week:* Engineering staff has reached out to the manufacturer of the traffic signal poles for the Woodward/Broadway intersection. They informed the City on January 16, 2019 that the new shipping date will now be May 3. No clear explanation has been provided to explain the discrepancy for information previously provided.
5. HSIP Traffic Signal Project – 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 has been issued and the traffic signal poles have been ordered. The construction of the surface improvements will begin on May 6, 2019. All submittals have been reviewed and approved.



6. Tulip Street Improvements Phase IV – Tulip Street Phase IV has been awarded by City council. The apparent low bidder is Southland Paving Inc. with a bid of \$1,148,793.75. The project will complete Tulip Street between 2<sup>nd</sup> and 3<sup>rd</sup> Street as well as a portion of Grand Avenue. The preconstruction meeting is being scheduled.
7. 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, 13<sup>th</sup> Avenue to the South, Ash Street to the East and Upas Street to the West. The project was awarded at last Wednesday's City Council meeting.
8. 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 City's inventory. The project bid opening was January 10<sup>th</sup>, 2019. Four Engineering contractors supplied bids. The apparent low bidder was Sancon Engineering Inc. with a bid of \$841,310.00. The Engineers estimate for the project was \$746,734.00. The project has been awarded by the City Council.

### **Private Development**

1. Centre City Shopping Center – *No changes to from that reported last week:* The project has been walked and a punch list has been provided. The traffic signal contractor has completed all punch list items identified. The project is located at 425 West Mission Avenue.
2. 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.
3. Latitude II Condominiums by a Lyon Homes Partnership: Washington Avenue at 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.
4. Exeter Industrial Park – The new traffic signal camera system will have final adjustments made this week. Project completion is expected in the coming weeks. The project is located at 2005 Harmony Grove Road.
5. Tract 934 – Is a 5 lot subdivision located at 1207 Gamble Street. The construction of the underground utilities is continuing with the construction of the onsite sewer main.
6. Gateway Project – *No changes from that reported last week:* The contractor has completed two water line connections along West Valley Parkway frontage this past week. All steel plates have been removed and temporary hot mix asphalt placed. The project is located at 700 W. Grand Avenue, the previous site of Escondido Police Department.
7. Lincoln Rock Apartments – *No changes from that reported last week:* On site paving has been performed and the project is in the vertical stage of construction The project is located at the southwest corner of Rock Springs Road and Lincoln Avenue.
8. Veterans Village – The construction of the concrete public improvements along Escondido Boulevard are complete.

9. 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.
10. Escondido Self Storage - The grading of the project is continuing. The project is located at the southwest corner of Brotherton Road and Cranston Drive.
11. Citron Development - The public improvement along Cranston Drive between Las Palmas Avenue and Citracado Parkway has been delayed due to the recent rain. The project requires the replacement of the entire street along the project frontage. One half of the street will be removed at a time. The entire work will be completed over a 5-day period.
12. ATT Facility Tank Relocation – Work will begin this next Tuesday along 2<sup>nd</sup> Avenue between Broadway and Kalmia for the construction of a fuel cell for the emergency backup system. The existing fuel cell is located in parking Lot 4 which will be removed at the completion of the new fuel cell installation. An electronic message board will be in place this Friday at 2<sup>nd</sup> and Maple to notify of the construction. On Monday traffic control will be installed along 2<sup>nd</sup> Avenue from Escondido Boulevard to Kalmia Avenue. During construction 2<sup>nd</sup> Avenue will be reduced to two lanes of travel between Broadway and Kalmia. Construction is scheduled to be completed within 12 weeks. The only parking effected by the construction will be along the ATT Broadway frontage.

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