



Council Meeting Agenda

DECEMBER 18, 2019
CITY COUNCIL CHAMBERS
6:00 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

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

ELECTRONIC MEDIA:

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

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

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

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



Council Meeting Agenda

**December 18, 2019
6:00 P.M. Meeting**

**Escondido City Council
Mobilehome Rent Review Board**

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

Troop 649 - Presentation of Colors

ROLL CALL:

Diaz, Martinez, Masson, Morasco, McNamara

CERTIFICATE OF RECOGNITION:

Dr. Roy Archer

PROCLAMATIONS:

Honor of Police Chief - Craig Carter
Drugged Driving Awareness Month

PRESENTATIONS:

Rincon Band of Luiseño Indians - Economic Impact Report

CLOSED SESSION 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. (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/RRB)

2. APPROVAL OF WARRANT REGISTER (Council)

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

- 336367 – 336532 dated November 13, 2019
- 336533 – 336811 dated November 20, 2019
- 336812 – 337040 dated November 26, 2019

Staff Recommendation: **Approval (Finance Department: Joan Ryan)**

3. APPROVAL OF MINUTES: Regular Meeting of November 20, 2019

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

Request the City Council approve a budget adjustment to facilitate a loan totaling up to \$100,000 from the City's Public Facilities Fund to the California Center for the Arts, Escondido (CCAЕ) to finance Conference Center furnishings.

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

RESOLUTION NO. 2019-161

5. DELEGATING DUTIES RELATED TO THE CITY OF ESCONDIDO'S 401(k), 457(b), AND RETIREMENT HEALTH SAVINGS PLANS -

Request the City Council approve delegating responsibility for the plan management, both settlor and fiduciary in nature, associated with the operation and maintenance of the plans to the Director of Finance.

Staff Recommendation: **Approval (Human Resources Department: Jessica Perpetua)**

RESOLUTION NO. 2019-165

6. AGREEMENT FOR EMERGENCY USE OF FACILITIES WITH CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) AT KIT CARSON PARK -

Request the City Council approve authorizing the Real Property Manager to execute an Agreement for Emergency Use of Facilities with CAL FIRE at Kit Carson Park.

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

RESOLUTION NO. 2019-174

7. ANNUAL DESTRUCTION OF RECORDS -

Request the City Council approve authorizing the destruction of City records as set forth in Exhibit "A," which are attached to Resolution No. 2019-191, for the following departments and divisions: City Attorney, City Clerk, City Manager, City Treasurer, Community Development, Community Services, Employee Benefits, Engineering, Finance, Fire, HARRF, Housing, Human Resources, Library, Payroll, Police, Public Works, Risk Management, and Utilities.

Staff Recommendation: **Approval (City Clerk's Office: Zack Beck)**

RESOLUTION NO. 2019-175

- 8. THIRD AMENDMENT TO THE CONSULTING AGREEMENT FOR THE LAKE WOHLFORD DAM REPLACEMENT PROJECT -**
Request the City Council approve authorizing the Mayor and the City Clerk to execute a Third Amendment to the Consulting Agreement with Black & Veatch Corporation, in the amount of \$362,530 for consulting and engineering services to study alternatives to the Lake Wohlford Dam Replacement Project.
Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**
RESOLUTION NO. 2019-178
- 9. ADOPTION OF RESOLUTION NO. 2019-179 APPROVING RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS20-21) FOR JULY 2020 THRU JUNE 2021 -**
Request the City Council approve the Recognized Obligation Payment Schedule (ROPS20-21) so that the Successor Agency may continue to make payments due for enforceable obligations.
Staff Recommendation: **Approval (Finance Department: Joan Ryan)**
RESOLUTION NO. 2019-179
- 10. MICROSOFT LICENSING ENTERPRISE AGREEMENT -**
Request the City Council approve authorizing the Director of Information Systems to execute, on behalf of the City of Escondido, a three-year agreement with Dell in the amount of \$876,330.66 to provide a Microsoft Enterprise Licensing Agreement with Software Assurance.
Staff Recommendation: **Approval (Information Systems Department: Robert Van De Hey)**
RESOLUTION NO. 2019-180
- 11. ACCEPT REAL PROPERTY DONATION AGREEMENT FOR PROPERTY LOCATED ON LINCOLN AVENUE (APN 229-101-23) -**
Request the City Council approve authorizing the City Manager to execute documents necessary to accept the donation of property located on Lincoln Avenue (APN 233-101-23) to the City of Escondido.
Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**
RESOLUTION NO. 2019-181
- 12. PURCHASE TWENTY-TWO 2020 FORD HYBRID INTERCEPTOR UTILITY VEHICLES -**
Request the City Council approve authorizing the Fleet Services Division of the Public Works Department to purchase twenty-two (22) Ford Hybrid Police Interceptor Utility Vehicles from Fritts Ford of Riverside, California, in the amount of \$852,276.92, by attaching to the County of Riverside's RFQ PUARC-1634, (Request for Quote Purchasing Riverside County) and approving the disposal of the surplus vehicles via auction.
Staff Recommendation: **Approval (Public Works Department: Joseph Goulart)**
RESOLUTION NO. 2019-182
- 13. AWARD PURCHASE OF ONE GAPVAX HV-44 HYDRO-EXCAVATION TRUCK -**
Request the City Council authorize the purchase of one (1) GapVax Hydro-Excavation truck for a total purchase amount of \$497,975.25.
Staff Recommendation: **Approval (Public Works Department: Joseph Goulart)**
RESOLUTION NO. 2019-183

- 14. SECOND AMENDMENT TO THE COMPUTER AIDED DISPATCH (CAD) MASTER MAINTENANCE AGREEMENT -**
Request the City Council approve authorizing the Mayor and City Clerk to execute a Second Amendment to the Maintenance Agreement with Northrop Grumman Information Technology, Inc., for the existing Computer Aided Dispatch (CAD) System.
Staff Recommendation: **Approval (Police Department: Craig Carter)**
RESOLUTION NO. 2019-185
- 15. ALARM MANAGEMENT SERVICES -**
Request the City Council approve authorizing the Mayor and the City Clerk to execute a Consulting Agreement with Alarm Program Systems, LLC for alarm management services for the Police and Fire Departments.
Staff Recommendation: **Approval (Police Department: Craig Carter)**
RESOLUTION NO. 2019-186
- 16. MOBILE DATA COMPUTER PURCHASE FOR PATROL VEHICLES -**
Request the City Council approve authorizing the Chief of Police or his designee to execute necessary documents on behalf of the City of Escondido to purchase seventy-nine (79) mobile data computers for police patrol vehicles.
Staff Recommendation: **Approval (Police Department: Craig Carter)**
RESOLUTION NO. 2019-187
- 17. FIFTH AMENDMENT TO THE CONSULTING AGREEMENT FOR THE CITRACADO PARKWAY IMPROVEMENT PROJECT -**
Request the City Council approve authorizing a Fifth Amendment to the Consultant Agreement with Brian F. Smith and Associates, Inc. for archeological services in the amount of \$392,600 for the Citracado Parkway Extension Project.
Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**
RESOLUTION NO. 2019-189
- 18. APPROVAL OF CALPERS INDUSTRIAL DISABILITY FOR POLICE CHIEF CRAIG CARTER -**
Request the City Council approve the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Police Chief Craig Carter.
Staff Recommendation: **Approval (Human Resources Department: Jessica Perpetua)**
RESOLUTION NO. 2019-190
- 19. FISCAL YEAR 2019-20 STATE OF CALIFORNIA CITIZENS' OPTION FOR PUBLIC SAFETY PROGRAM GRANT -**
Request the City Council approve authorizing the Escondido Police Department to accept a Fiscal Year 2019-20 Citizens' Option for Public Safety Program Grant in the amount of \$231,481; approve grant expenditures consistent with guidelines in AB1913; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.
Staff Recommendation: **Approval (Police Department: Craig Carter)**

20. FISCAL YEAR 2019-20 SAN DIEGO COUNTY LAW ENFORCEMENT FOUNDATION LIFE SAVING EQUIPMENT GRANT -

Request the City Council approve authorizing the Escondido Police Department to accept a Fiscal Year 2019-20 San Diego Law Enforcement Foundation Grant in the amount of \$2,431.79; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

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

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

21. REZONE, MASTER AND PRECISE DEVELOPMENT PLAN, TENTATIVE SUBDIVISION MAP, GRADING EXEMPTION, AND SPECIFIC ALIGNMENT PLAN - NUTMEG HOMES RESIDENTIAL PROJECT (SUB 18-0005 AND ENV 18-0005) -

Approved on November 20, 2019 with a vote of 5/0

ORDINANCE NO. 2019-19 (Second Reading and Adoption)

PUBLIC HEARINGS

22. SHORT-FORM RENT INCREASE APPLICATION GREENCREST MOBILEHOME PARK (FILE NO. 0697-20-10225) -

Request the City Council approve granting an increase of 75 percent of the change in the Consumer Price Index (CPI), or 2.087 percent (an average of \$9.88) for the period of June 30, 2018, to June 30, 2019.

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

RENT REVIEW BOARD RESOLUTION NO. 2019-05

23. AMENDMENT TO FISCAL YEAR 2019-20 HUD ANNUAL ACTION PLAN -

Request the City Council approve amending the Fiscal Year 2019-20 Housing and Urban Development (HUD) Annual Action Plan to re-allocate Community Development Block Grant (CDBG) funding to the existing Ballfield Light LED Retrofit Program and new Old Escondido Street Sign Replacement Project, and approve a budget adjustment in the amount of \$240,000.

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

RESOLUTION NO. 2019-184

24. ALLOCATION OF HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS TO SAN DIEGO HABITAT FOR HUMANITY -

Request the City Council approve authorizing the Director of Community Development to preliminarily commit federal HOME funds to San Diego Habitat for Humanity for the acquisition of 245 E. El Norte Parkway and construction of 10 affordable homeowners units, and authorizing the Mayor and City Clerk to execute Affordable Housing Loan Agreements and all necessary loan and supporting agreements in forms acceptable to the City Attorney.

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

RESOLUTION NO. 2019-188

CURRENT BUSINESS

25. UNCLASSIFIED SERVICE SCHEDULE AND SALARY PLANS -

Request the City Council approve amending and re-establishing the Salary Schedule for the Unclassified and Management Groups and amending the Part-time Salary Plan.

Staff Recommendation: **Approval (Human Resources Department: Jessica Perpetua)**

A) RESOLUTION NO. 2019-139 B) RESOLUTION NO. 2019-144

26. CITY COUNCIL MEMBER AND MAYOR COMPENSATION -

Request the City Council to approve Ordinance No. 2019-20 amending Escondido Municipal Code Section 2-28 increasing the salary of City Councilmembers and Mayor by 10% for the two-year period from December 2018, and becoming effective in December 2020, pursuant to Section B(9) of the City Council Rules and Policies and Government Code Section 36516 et. seq. Council may further consider changes to the part time status of councilmembers.

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

ORDINANCE NO. 2019-20 (First Reading and Introduction)

27. REVIEW OF CAMPAIGN CONTRIBUTION LIMITS -

Request the City Council to approve Ordinance No. 2019-22 amending the City Municipal Election Campaign Control Ordinance to lower the maximum personal contributions from \$4,300 to \$250 for city council candidates and from \$4,300 to \$800 for mayoral candidates. Council may further consider changes to the acceptance and/or disclosures of contributions from persons having business before the City.

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

ORDINANCE NO. 2019-22 (First Reading and Introduction)

FUTURE AGENDA

28. 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.

- [WEEKLY ACTIVITY REPORT -](#)

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
December 25	-	-	No Meeting	-
January 1	-	-	No Meeting	-
January 8	-	-	No Meeting	-
January 15	Wednesday	5:00 & 6:00 p.m.	Regular Meeting	Council Chambers

TO ADDRESS THE COUNCIL

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

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

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

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

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

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

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

LIVE BROADCAST

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

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

**The City Council is scheduled to meet the first four Wednesdays
of the month at 5:00 in Closed Session and 6:00 in Open Session.
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the Community Development
Commission, 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

December 18, 2019

File No. 0400-40

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

Request approval for City Council and Housing Successor Agency warrant numbers:

336367 – 336532 dated November 13, 2019

336533 – 336811 dated November 20, 2019

336812 – 337040 dated November 26, 2019

337041 – 337240 dated December 4, 2019

FISCAL ANALYSIS:

The total amount of the warrants for the following periods are as follows:

November 7 – November 13, 2019, is \$ 1,368,949.97

November 14 – November 20, 2019, is \$ 1,042,816.83

November 21 – November 26, 2019, is \$ 3,113,074.47

November 27 – December 4, 2019, is \$ 789,484.82

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.

CITY OF ESCONDIDO
November 20, 2019
6:00 P.M. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 6:00 p.m. on Wednesday, November 20, 2019 in the City Council Chambers at City Hall with Mayor McNamara presiding.

MOMENT OF REFLECTION

Zack Beck, City Clerk, led the Moment of Reflection.

FLAG SALUTE

Michael Morasco, Councilmember, led the flag salute.

ATTENDANCE

The following members were present: Councilmember Olga Diaz, Deputy Mayor Consuelo Martinez, Councilmember John Masson, Councilmember Michael Morasco, and Mayor Paul McNamara. Quorum present.

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Bill Martin, Director of Community Development; Julie Procopio, Director of Engineering Services; Zack Beck, City Clerk; and Sarah Villalobos, Deputy City Clerk.

PRESENTATIONS

Dax Franklin received a Certificate of Recognition.

CLOSED SESSION REPORT

None.

ORAL COMMUNICATIONS

Don Greene - Provided an update on Escondido Vetfest.

Barbara Letson - Expressed concern about the high rent prices in Escondido.

CONSENT CALENDAR

MOTION: Moved by Councilmember Masson and seconded by Deputy Mayor Martinez to approve all Consent Calendar items except item 4 and item 6. Approved unanimously

1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/RRB)

2. APPROVAL OF WARRANT REGISTER (Council)

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

- 336005 – 336185 dated October 30, 2019
- 336186 – 336366 dated November 6, 2019

Staff Recommendation: **Approval (Finance Department: Joan Ryan)**

3. APPROVAL OF MINUTES: Regular Meeting of November 6, 2019

4. THIRD AMENDMENT TO CONSULTING AGREEMENT FOR PREPARATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT AND FINDINGS OF FACT FOR THE CITYWIDE SPHERE OF INFLUENCE UPDATE AND THE HARVEST HILLS (SAFARI HIGHLANDS RANCH) PROJECT (CASE NO. ENV 15-0009 AND SUB 15-0019) -

Request the City Council approve authorizing the Mayor and City Clerk to execute a Third Amendment to the Consulting Agreement and scope of services with Michael Baker International to complete the preparation of the Final Environmental Impact Report and Findings of Fact for the proposed Citywide Sphere of Influence Update and the Harvest Hills project for a not-to-exceed price of \$63,470 plus a contingency of \$40,000.

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

RESOLUTION NO. 2019-172

Don Greene - Spoke in opposition to the Harvest Hills project.

Patricia Borchmann - Spoke in opposition to the Harvest Hills project.

Scott Graves - Spoke in opposition to the Harvest Hills project.

Ron Forster - Spoke in opposition to the Harvest Hills project.

Don Underwood - Spoke in support of the Harvest Hills project.

Dara Czerwonka - Expressed concerns about the Harvest Hills project.

MOTION: Motion by Councilmember Masson, seconded by Councilmember Morasco to approve authorizing the Mayor and City Clerk to execute a Third Amendment to the Consulting Agreement and scope of services with Michael Baker International to complete the preparation of the Final Environmental Impact Report and Findings of Fact for the proposed Citywide Sphere of Influence Update and the Harvest Hills project for a not-to-exceed price of \$63,470 plus a contingency of \$40,000. Approved with four yes votes. Councilmember Diaz voted no.

5. THE DESIGNATION OF A PROXY VOTER ON THE SAN DIEGO COUNTY WATER AUTHORITY BOARD OF DIRECTORS IN THE EVENT THE CITY OF ESCONDIDO'S REGULAR BOARD MEMBER IS ABSENT -

Request the City Council approve the designation of the member of the San Diego County Water Authority (SDCWA) Board of Directors representing the Vista Irrigation District (VID) to serve as proxy voter for the City of Escondido. This proxy shall only be effective in the event of absence of the City of Escondido's regular member of that Board and after the City of Escondido's regular member has notified the SDCWA Board Clerk in writing of his or her planned absence. The current VID SDCWA Board member is Marty Miller. The current City of Escondido Board member is City Council Member John Masson.

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

RESOLUTION NO. 2019-173

6. SUMMARY VACATION OF A PORTION OF JUNIPER STREET -

Request the City Council approve authorizing the Summary Vacation of a portion of excess right-of-way along Juniper Street in accordance with Section 8334(a) of the California Streets and Highways Code.

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

RESOLUTION NO. 2019-176

MOTION: Motion by Deputy Mayor Martinez, seconded by Councilmember Morasco to approve authorizing the Summary Vacation of a portion of excess right-of-way along Juniper Street in accordance with Section 8334(a) of the California Streets and Highways Code. Approved with four yes votes. Councilmember Masson abstained.

7. **PUBLIC SERVICE AGREEMENT FOR SENIOR TRANSPORTATION SERVICES -**
Request the City Council approve authorizing the Mayor and City Clerk to execute a Public Service Agreement with Facilitating Access to Coordinated Transportation (FACT) in the amount of \$105,000 to provide transportation services to and from the Park Avenue Community Center Senior Nutrition program.

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

RESOLUTION NO. 2019-177

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

8. **ANIMAL REGULATIONS UPDATE / AZ 19-0004 AND PHG 19-0047 -**
Approved on November 6, 2019 with a vote of 5/0

ORDINANCE NO. 2019-16 (Second Reading and Adoption)

PUBLIC HEARINGS

9. **REZONE, MASTER AND PRECISE DEVELOPMENT PLAN, TENTATIVE SUBDIVISION MAP, GRADING EXEMPTION, AND SPECIFIC ALIGNMENT PLAN - NUTMEG HOMES RESIDENTIAL PROJECT (SUB 18-0005 AND ENV 18-0005) -**

Request the City Council approve certifying a Final Environmental Impact Report and Mitigation Monitoring and Reporting Program for the development of the full Project site with a maximum of 18 dwelling units per acre; a General Plan Amendment of the full Project site from Office to Urban III; a Rezone of the full site from Residential Estates, minimum 20,000-square-foot lot size, to Planned Development-Residential, maximum 18 units per acre; a Master and Precise Development Plan for the construction of 37 townhome units on a portion of the Project site, as well as associated parking, open space and landscaping, fencing, and stormwater facilities; and a Tentative Subdivision Map for 37 units on the north portion of the Project site, a Specific Alignment Plan for Nutmeg Street and Centre City Parkway, and a Grading Exemption for a slope with retaining wall exceeding Grading Ordinance height standards.

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

- A) RESOLUTION NO. 2019-166 B) RESOLUTION NO. 2019-167
- C) ORDINANCE NO. 2019-19 (First Reading and Introduction)
- D) RESOLUTION NO. 2019-168

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

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

Jason Gremminger - Applicant consultant, provided an overview of the project to the City Council.

Jim Simmons - Spoke in favor of the project.

Mayor McNamara closed the public hearing.

MOTION: Moved by Councilmember Masson, seconded by Councilmember Morasco to approve certifying a Final Environmental Impact Report and Mitigation Monitoring and Reporting Program for the development of the full Project site with a maximum of 18 dwelling units per acre; a General Plan Amendment of the full Project site from Office to Urban III; a Rezone of the full site from Residential Estates, minimum 20,000-square-foot lot size, to Planned Development-Residential, maximum 18 units per acre; a Master and Precise Development

Plan for the construction of 37 townhome units on a portion of the Project site, as well as associated parking, open space and landscaping, fencing, and stormwater facilities; and a Tentative Subdivision Map for 37 units on the north portion of the Project site, a Specific Alignment Plan for Nutmeg Street and Centre City Parkway, and a Grading Exemption for a slope with retaining wall exceeding Grading Ordinance height standards. Approved unanimously.

10. AMENDMENT TO THE CITY OF ESCONDIDO WASTE AND RECYCLING EDCO REFUSE SERVICES, INC. WASTE AND RECYCLING FRANCHISE AGREEMENT -

Request the City Council approve an amendment of the rates and fees charged under the Waste and Recycling Franchise Agreement (the Franchise Agreement) with Escondido Disposal, Inc. (EDI). These rates and fees are specified in Exhibits A and B of the Franchise Agreement. The new rates and fees will include: a) an increase to the franchise fee from 10 percent to 11.5 percent; and b) a 2.7824 percent increase to the monthly residential and commercial fees for service, with the percentage increase being linked to the increase in the Consumer Price Index (CPI). The new rates and fees would be effective for Commercial and Residential Solid Waste and Recycling Services on January 1, 2020. Future annual CPI adjustments can be made on January 1 of each year, through 2024.

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

RESOLUTION NO. 2019-142

Laura Robinson, Program Coordinator, presented the staff report utilizing a PowerPoint presentation.

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

Mayor McNamara closed the public hearing.

MOTION: Moved by Councilmember Masson, seconded by Councilmember Morasco to approve an amendment of the rates and fees charged under the Waste and Recycling Franchise Agreement (the Franchise Agreement) with Escondido Disposal, Inc. (EDI). These rates and fees are specified in Exhibits A and B of the Franchise Agreement. The new rates and fees will include: a) an increase to the franchise fee from 10 percent to 11.5 percent; and b) a 2.7824 percent increase to the monthly residential and commercial fees for service, with the percentage increase being linked to the increase in the Consumer Price Index (CPI). The new rates and fees would be effective for Commercial and Residential Solid Waste and Recycling Services on January 1, 2020. Future annual CPI adjustments can be made on January 1 of each year, through 2024. Approved unanimously.

11. ESCONDIDO'S PUBLIC FACILITIES FEE, PARK DEVELOPMENT FEE, TRAFFIC IMPACT FEE, AND DRAINAGE FACILITIES FEE -

Request the City Council approve a 2 percent inflationary adjustment to the Public Facilities, Park Development, Traffic Impact, and Drainage Facilities Development Impact Fees, and establish a reduced Public Facilities Fee of \$0.60 per square foot for parking structures constructed as a primary use that reflects the level of impact these facilities have on municipal services.

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

RESOLUTION NO. 2019-152

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

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

Mayor McNamara closed the public hearing.

MOTION: Moved by Councilmember Morasco, seconded by Deputy Mayor Martinez to approve a 2 percent inflationary adjustment to the Public Facilities, Park Development, Traffic Impact, and Drainage Facilities Development Impact Fees, and establish a reduced Public Facilities Fee of \$0.60 per square foot for parking structures constructed as a primary use that reflects the level of impact these facilities have on municipal services. Approved unanimously.

12. ADOPTION OF THE 2019 CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, MECHANICAL, PLUMBING, ENERGY, HISTORICAL, AND FIRE CODES, EXISTING AND GREEN BUILDING STANDARDS, AND LOCAL AMENDMENTS -

Request the City Council approve amending the City of Escondido Municipal Code to reflect the 2019 California Building, Residential, Plumbing, Electrical, Mechanical, Energy, Historical, and Fire Codes, Existing and Green Building Standards, and proposed local amendments.

Staff Recommendation: **Approval (Community Development Department: Bill Martin and Fire Department: Rick Vogt)**

A) ORDINANCE NO. 2019-17 (Second Reading and Adoption)

B) ORDINANCE NO. 2019-18 (Second Reading and Adoption)

Rick Vogt, Fire Chief, and David Calvani, Building Official, presented the staff report utilizing a PowerPoint presentation.

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

MOTION: Moved by Councilmember Morasco, seconded by Deputy Mayor Martinez to Council approve amending the City of Escondido Municipal Code to reflect the 2019 California Building, Residential, Plumbing, Electrical, Mechanical, Energy, Historical, and Fire Codes, Existing and Green Building Standards, and proposed local amendments. Approved unanimously.

CURRENT BUSINESS

13. PRESENTATION OF COMMUNITY SURVEY RESULTS REGARDING A POTENTIAL ONE CENT SALES TAX MEASURE ON THE NOVEMBER 2020 BALLOT -

Request the City Council conduct a follow-up community satisfaction survey and additional information gathering to determine specific facilities and services that the City could enhance or provide to improve community satisfaction with funding from the potential revenue measure.

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

Direction provided to conduct a follow-up community satisfaction survey and additional information gathering to determine specific facilities and services that the City could enhance or provide to improve community satisfaction with funding from the potential revenue measure.

FUTURE AGENDA

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

Councilmember Masson - Attended a San Diego County Water Authority Board Meeting. The Board selected Sandy Curl to serve as General Manager of the San Diego County Water Authority.

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.

- **WEEKLY ACTIVITY REPORT**

ORAL COMMUNICATIONS

None.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 8:47 p.m.

MAYOR

CITY CLERK

CITY COUNCIL STAFF REPORT

Consent Item No. 4

December 18, 2019

File No. 0430-80

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

DEPARTMENT: City Manager's Office

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-161 approving a budget adjustment to facilitate a loan totaling up to \$100,000 from the City's Public Facilities Fund to the California Center for the Arts, Escondido (CCAЕ) to finance Conference Center furnishings.

FISCAL ANALYSIS:

The CCAE is requesting the loan in order to finance the purchase of new Conference Center chairs and lobby seating. The loan will be repaid by the CCAE in monthly installments through a city-approved promissory note paid over five years at an interest rate 1% above the City's 2019 Average Portfolio Interest Yield (loan interest rate would be 3.069%) using proceeds from Conference Center bookings. This is the City's standard rate for "Interfund" Loans between departments. The Public Facilities Fund currently has funds earmarked for the Public Works Yard Relocation that would provide the resources for this loan through the budget adjustment. The financial arrangement would constitute a revenue savings for the City-supported CCAE to secure a loan with a more favorable interest rate, and generate increased revenues for the City.

PREVIOUS ACTION:

On September 19, 2018, the City Council approved a similar Interfund Loan totaling \$261,500 to purchase the CCAE Concert Hall sound system. The loan involves a five-year amortization period with monthly installments, and the CCAE has been repaying the City pursuant to the agreement.

BACKGROUND / DISCUSSION:

The CCAE Conference Center furnishings have not been fully replaced since the facility was constructed in the mid-1990s. Recently, the entire Conference Center was refreshed with new carpeting, refurbished salon partitions, an updated paint color palette, and enhanced lighting. The furnishings are outdated, failing, and inadequate for the demands of Conference Center events. The seating is not considered a permanent fixture of the Conference Center and therefore the CCAE's responsibility to maintain. Conference Center seating costs are factored into client contracts based on the number of chairs required for each event, thereby generating necessary revenue to repay the loan.

New Conference Center furnishings could be purchased through a conventional loan with a local bank at a substantially higher interest rate. In recognition of the City and CCAE partnership, and success of the current Interfund Loan for purchasing the Concert Hall sound equipment, this opportunity to collaborate again with the CCAE demonstrates the City's continued support, and recognizes the need for updated furnishing to secure high quality events and enjoyable experiences at Conference Center activities.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Jay Petrek, Assistant City Manager
12/11/19 4:52 p.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No. 2019-161



**CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST**

Date of Request: December 18 2019

Department: City Manager

Division: _____

Project/Budget Manager: Jay Petrek 4651
Name Extension

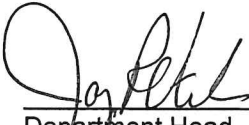

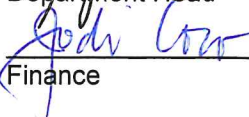
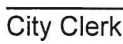
Council Date (if applicable): December 18, 2019
(attach copy of staff report)

For Finance Use Only	
Log #	_____
Fiscal Year	_____
<input type="checkbox"/>	Budget Balances
<input type="checkbox"/>	General Fund Accts
<input type="checkbox"/>	Revenue
<input type="checkbox"/>	Interfund Transfers
<input type="checkbox"/>	Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Public Works Yard Relocation	566501-243		\$100,000
Interest on Loans/Advances	4608-243	\$8,000	

Explanation of Request:
To reduce the Public Works Yard project budget to have available fund balance to loan to the CCAE for Conference Center seating and furnishings and budget anticipated interest for fiscal year 2020.

APPROVALS

	<u>12/11/2019</u>		<u>12/12/2019</u>
Department Head	Date	City/Manager	Date
	<u>12/12/19</u>		_____
Finance	Date	City Clerk	Date

Distribution (after approval): Original: Finance

RESOLUTION NO. 2019-161

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING A LOAN FROM THE PUBLIC
FACILITIES FUND TO THE CALIFORNIA
CENTER FOR THE ARTS, ESCONDIDO FOR
THE PURCHASE OF CONFERENCE CENTER
CHAIRS AND FURNISHINGS

WHEREAS, the California Center for the Arts, Escondido (“CCAЕ”) facility opened in 1995, and included chairs and furnishings in the Conference Center that have not been fully replaced since the facility’s opening date; and

WHEREAS, the Conference Center chairs and furnishings are outdated, failing, and not compatible with the demands of many events scheduled by Conference Center renters; and

WHEREAS, the Conference Center chairs and furnishings are not considered a permanent fixture of the CCAЕ facility that the City of Escondido (“City”) is responsible for maintaining and upgrading; and

WHEREAS, the CCAЕ Board of Directors who manages the CCAЕ has the ability to pursue a conventional loan to purchase chairs and furnishings for the Conference Center utilizing revenue from future events to repay the loan; and

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

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

1. That the above recitations are true.
2. That the Conference Center chairs and furnishings shall be funded by a loan from the Public Facilities Fund in the amount not to exceed \$100,000.
 2. That the loan shall be repaid by the CCAE, amortized over a period of five years, with monthly installments including principal and interest commencing on January 1, 2020. Such repayment shall at a fixed interest rate of 3.069%, which is 1% above the City's 2019 Average Portfolio Interest Yield.
3. That the City Manager is authorized to execute, on behalf of the City, all documents necessary to effectuate the loan and promissory note as approved by the City Attorney.

CITY COUNCIL STAFF REPORT

Consent Item No. 5

December 18, 2019

File No. 0460-10

SUBJECT: Delegating Duties Related to the City of Escondido's 401(k), 457(b), and Retirement Health Savings Plans

DEPARTMENT: Human Resources Department, Benefits

RECOMMENDATION:

It is requested that the City Council adopt Resolution No 2019-165, delegating responsibility for the plan management, both settlor and fiduciary in nature, associated with the operation and maintenance of the plans to the Director of Finance.

FISCAL ANALYSIS:

There is no fiscal impact

BACKGROUND:

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

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

City Council previously adopted Resolution No. 2018-147, delegating duties related to the City's 401(k), 457(b) and Retirement Health Savings Plans to the Deputy City Manager/Administrative Services. However, due to the retirement of the Deputy City Manager/Administrative Services, the position has been eliminated and duties reassigned to the Director of Finance and Interim Director of Human Resources. In order to continually satisfy the City's fiduciary responsibility, it is recommended City Council delegate duties related to the City's 401(k), 457(b) and Retirement Health Savings Plans to the Director of Finance.

Upon approval of Resolution No. 2019-165, the Director of Finance will work with the Investment Advisory Committee to continue serving the plans participants. The Investment Advisory Committee is responsible for periodically evaluating the plans investments as well as providing sufficient asset classes with different and distinct risk and return profiles, so each participant may prudently diversify his/her account.

In order to effectively manage and ensure optimal performance of the City's Deferred Compensation Plans, it is recommended City Council delegate fiduciary responsibility to the Director of Finance.

Delegating Responsibility of Duties of the City's Deferred Compensation Plans to the Director of Finance

December 18, 2019

Page 2

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Jessica Perpetua, Interim Human Resources Director

12/11/19 3:16 p.m.

ATTACHMENTS:

1. Resolution No. 2019-165

RESOLUTION NO. 2019-165

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

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

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

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

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

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

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

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

CITY COUNCIL STAFF REPORT

Consent Item No. 6

December 18, 2019

File No. 0600-10, A-3322

SUBJECT: Agreement for Emergency Use of Facilities with California Department of Forestry and Fire Protection (CAL FIRE) at Kit Carson Park

DEPARTMENT: Engineering Services

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-174 authorizing the Real Property Manager to execute an Agreement for Emergency Use of Facilities (Agreement) with CAL FIRE at Kit Carson Park.

FISCAL ANALYSIS:

This Agreement is not intended to generate revenue; however, it does provide for the reimbursement of program revenue loss during such times when the property is occupied for an emergency event by CAL FIRE. The Agreement also provides that the City of Escondido (City) will be reimbursed for actual costs for maintenance and repairs required as a result of the park's use as an incident base camp.

PREVIOUS ACTION:

Resolution No. 2014-177 was adopted by the City Council on December 10, 2014, authorizing an Agreement with CAL FIRE to use Kit Carson Park for a base camp on an as-needed basis under an Agreement for Emergency Use of Facilities.

BACKGROUND:

CAL FIRE has utilized Kit Carson Park as an incident base camp for emergency firefighting efforts in the past, including in 2007 during the Witch Fire and most recently in December of 2017 during the Lilac Fire near Fallbrook. An incident base camp is where the incident command personnel are located along with resource staging and logistical support. Large incidents can last for numerous days or weeks and often require several thousand people and several hundred apparatus. Logistical support for fire personnel at a base camp includes meals, supplies, sanitation and rest areas for sleeping. Kit Carson Park has proven to be a valued facility for an incident base camp due to its large footprint and its location in north San Diego County with easy access to I-15 and Highway 78.

The current Agreement was for a five (5) year term that will be expiring December 31, 2019. Kit Carson Park consists of open space, paved parking lots, restrooms, water service and related facilities suitable for the staging of an emergency base camp. The City and CAL FIRE desire to enter

into a five (5) year, as-needed Agreement to formalize the terms of future use and compensation provisions in order to streamline the process during future emergency fire incidents

The City has evaluated the potential costs and loss of revenue that may occur in the event Kit Carson Park is needed to be used by CAL FIRE. The Agreement contemplates a daily rate of \$4,263. Any costs in excess and all repairs for damages will be assessed on an incident-by-incident basis at the conclusion of each period of occupancy by CAL FIRE.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
12/11/19 3:43 p.m.

ATTACHMENTS:

1. Resolution No. 2019-174
2. Resolution No. 2019-174 Exhibit "1" – Agreement for Emergency Use of Facilities

RESOLUTION NO. 2019-174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER TO EXECUTE, ON BEHALF OF THE CITY, AN AGREEMENT FOR EMERGENCY USE OF FACILITIES WITH CAL FIRE

WHEREAS, the City of Escondido (“City”) owns certain real property located at 3333 Bear Valley Parkway (Kit Carson Park); and

WHEREAS, the California Department of Forestry and Fire Protection (hereinafter “CAL FIRE”) has used Kit Carson Park for staging of its base camp during fire emergencies in the past; and

WHEREAS, CAL FIRE has historically prepared agreements for use and reimbursement on an incident-by-incident basis as an emergency event is occurring; and

WHEREAS, the City and CAL FIRE desire to streamline the process by having a standing agreement in place setting forth the terms of the use of Kit Carson Park for a base camp on an as-needed basis under an Agreement for Emergency Use of Facilities; and

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

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 Agreement for Emergency Use of Facilities with the California Department of Forestry and Fire Protection, which is attached hereto as Exhibit "1" and incorporated by this reference.

CAL FIRE FILE NO. _____
(Sacramento Use Only)

INCIDENT NUMBER: _____

INCIDENT NAME: _____

LESSOR NAME: CITY OF ESCONDIDO

AGREEMENT FOR EMERGENCY USE OF FACILITIES

Pursuant to common-law and statutory authority, in State of California has the authority, in an emergency situation such as a fire, to contract for the use of property on an emergency basis when such property is required by emergency personnel in connection with the protection of life and property from destruction by fire. (Rose v. State (1942) 19 Cal.3d 713; see also McKay Jewelers, Inc. v. Bowman 19 Cal.2d 595; Cf. Govt. c. 204.)

The owner of the property described herein, or the duly appointed representative, agrees to furnish facilities described herein to the CAL FIRE SAN DIEGO Unit of the California Department of Forestry and Fire Protection for use as EMERGENCY USE BASE CAMP.

1. DESCRIPTION OF FACILITIES:

The State of California has the authority in an emergency situation, such as a fire, to contract for the use of property on an emergency basis when such property is required by emergency personnel in connection with the protection of life and property from destruction of fire. The City of Escondido's Kit Carson Park consists of open spaces, paved parking lots, restrooms, water service and related facilities suitable for the staging of an emergency Base Camp. Under normal conditions the City keeps Kit Carson Park open on a daily basis for a wide variety of uses, including recreational sports and other public uses, some of which generate revenue for the City. CAL FIRE and the City desire to enter into an as-needed agreement to provide Kit Carson Park to be used by CALFIRE as an emergency Base Camp, including ball fields, ball field lighting, parking lots, and all utilities. The City will make available one supervisory City staff person for maintenance and liaison purposes.

2. RATE: For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of \$ 4,263. The Shall include all charges for maintenance and supplies provided to the State as stipulated in Item #4.

3. TERM: This agreement shall commence on 1/1/20, and shall end on or before 12/31/2025 (5 years) (may be defined by date, or by the duration of the emergency).

4. MAINTENANCE: (a) Owner shall furnish, at Owner's sole cost and expense during the term of this contract, the following utilities and supplies to the area leased or rented by the State:

See Item #1, any additional costs will be reimbursed with supporting documentation. Additionally: Section 6 below shall be amended to read that joint physical inspections shall occur prior to and following each incident/use. In the first sentence: "as of the effective date of this Agreement" shall be replaced with "at the onset of each incident/use." In the second sentence: "as of the date of expiration of this Agreement" shall be replaced with "at the conclusion of each incident/use."

5. SERVICE: Owner shall provide the state with the name, address, and telephone number of an agency or person convenient to the State as a local source of service (e.g., owner, grounds manager, etc.) with regards to Owner's responsibilities under this lease/rental agreement as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances, or another person as identified below:

NAME: Joe Goulart **TELEPHONE NUMBER:** 760 839-4813

6. CONDITION REPORT: A joint physical survey and inspection report of the facilities shall be made as of the effective date of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement. A similar joint physical survey and inspection of the facilities shall be made as of the date of expiration of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement.

7. LOSS, DAMAGE, OR DESTRUCTION: The State will assume liability for the loss, damage, or destruction of facilities or equipment furnished under this Agreement provided that no reimbursement will be made from loss, damage, or destruction when due to (1) ordinary wear and tear, (2) the fault or negligence of the Owner or Owner's agent(s), or (3) circumstances beyond the control of the State.

The State shall restore Owner's land, structures, and equipment to the condition they were in immediately prior to the period of government occupancy; restoration shall be performed to the extent reasonably practical. If the premises are not restored to the Owner's satisfaction, claims for reasonable costs incurred by the Owner in restoring the facility to their prior condition, all other claims shall be submitted to the Board of Control.

8. HOLD HARMLESS: To the extent that both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.

9. SUBROGATION WAIVED: To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the lease/rental premises, Owner hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damages by that insurance.

10. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**

11. DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720: Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.

12. CHILD SUPPORT WITHHOLDING DISCLAIMER: Payment for services provided under this contract may be subject to withholding pursuant to a child support income withholding order. California 5206, 5246, 17512.

CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:

_____ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

_____ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OWNER

**DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

BY: Vince McCaw

BY: Robert Reynolds

TITLE: Real property Manager

TITLE: Battalion Chief

DATE: _____

DATE: 11/6/2019

NAME: Vince McCaw

NAME: Robert Reynolds

SIGNATURE: _____

SIGNATURE: _____

STREET ADDRESS: 201 N Broadway

STREET ADDRESS: 2249 Jamacha Rd

Escondido, CA 92025

El Cajon CA, 92019

TELEPHONE: (760) 839-4034

TELEPHONE: (619) 590-3100

TELEPHONE: (Night) (619) 921-4556

TELEPHONE: (Night) _____

CITY COUNCIL STAFF REPORT

Consent Item No. 7

December 18, 2019

File No. 0160-35

SUBJECT: Annual Destruction of Records

DEPARTMENT: City Clerk's Office

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-175, authorizing the destruction of City records as set forth in Exhibit "A", which is attached to Resolution No. 2019-175, for the following departments and divisions: City Attorney, City Clerk, City Manager, City Treasurer, Community Development, Community Services, Employee Benefits, Engineering, Finance, Fire, HARRF, Housing, Human Resources, Library, Payroll, Police, Public Works, Risk Management, and Utilities.

FISCAL ANALYSIS:

None.

BACKGROUND:

The records identified for destruction are more than two years old. These records do not affect the title to real property or liens thereon, are not court records, are not evidence in any claim file or any pending litigation or potential claim or litigation, are not required to be kept further by a statute, and are no longer required by the City.

Authority to destroy these records is requested as provided by California Government Code Section 34090 et seq. Said records consist of documents identified in Exhibit "A" attached to Resolution No. 2019-175. The Department Head and the City Attorney's office have reviewed the records for historical value and for compliance with the established retention requirements, and consent to their destruction.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Zack Beck, City Clerk
12/11/19 2:35 p.m.

ATTACHMENTS:

1. Resolution No. 2019-175
2. Resolution No. 2019-175 Exhibit A

RESOLUTION NO. 2019-175

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE DESTRUCTION OF
CERTAIN POLICE DEPARTMENT RECORDS
AND CITY RECORDS

WHEREAS, the City Clerk of the City of Escondido has described and identified City records, which are more than two (2) years old. These records, as listed in Exhibit "A," do not affect the title to real property or liens thereon, are not court records, are not required to be kept further by a statute, are no longer required by the City Clerk, and are of a classification qualifying for destruction in accordance with the provisions of Government Code Section 34090 et seq.; and

WHEREAS, the City Attorney consents to the destruction of the described records in the certification and application of the City Clerk as set forth in Exhibits "A," which is attached to this Resolution and incorporated by this reference; and

WHEREAS, once the destruction of records is complete, as set forth in Exhibit "A," the City Clerk is authorized to certify the destruction of records.

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 finds that there is good cause to approve the destruction of the identified City records as set forth in Exhibit "A."

**City of Escondido
 Destruction Report - Exhibit A**

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
City Attorney - 003					
8319	08319	0670-70 - Departmental Project Files	08/12/2016	11/25/1981	08/12/2009
8813	08813	0670-70 - Departmental Project Files	02/24/2017	03/29/2006	02/24/2010
8814	08814	0670-70 - Departmental Project Files	06/29/2017	06/08/1995	06/29/2010
8817	08817	0670-70 - Departmental Project Files	11/17/2016	05/30/2000	11/17/2009
9292	09292	0670-70 - Departmental Project Files	06/09/2017	10/16/2000	06/09/2010
9293	09293	0670-70 - Departmental Project Files	08/17/2017	12/20/1991	08/17/2010
9777	09777	0670-70 - Departmental Project Files	07/13/2018	02/01/2005	07/13/2011
9778	9778	0670-70 - Departmental Project Files	07/29/2017	02/01/2005	07/29/2010
9933	09933	0670-70 - Departmental Project Files	10/21/2018	02/26/2003	10/21/2011
9934	09934	0670-70 - Departmental Project Files	06/09/2018	02/07/2001	06/09/2011
10035	10035	0670-70 - Departmental Project Files	02/14/2018	12/02/1998	02/14/2011
10635	10635	0670-70 - Departmental Project Files	11/24/2017	01/29/1968	11/24/2010
10638	10638	0670-70 - Departmental Project Files	05/30/2019	03/28/2006	05/30/2012
11148	11148	0670-70 - Departmental Project Files	09/27/2018	10/16/2007	09/27/2011
1084518		0170-11 - Claims Against the City - Rejected	06/17/2019	04/02/2015	06/17/2017
1085188		0170-11 - Claims Against the City - Rejected	04/21/2018	01/13/2016	04/21/2016
1085199		0170-11 - Claims Against the City - Rejected	10/08/2018	01/03/2016	10/08/2016
1085475		0170-11 - Claims Against the City - Rejected	11/30/2017	02/25/2015	11/30/2015
1085492		0170-11 - Claims Against the City - Rejected	12/18/2016	01/28/2014	12/18/2014
1085493		0170-11 - Claims Against the City - Rejected	11/16/2017	12/24/2014	11/16/2015
1085496		0170-11 - Claims Against the City - Rejected	10/23/2016	01/07/2014	10/23/2014
1085624		0170-11 - Claims Against the City - Rejected	08/03/2018	03/11/2016	08/03/2016
1085691		0170-11 - Claims Against the City - Rejected	09/27/2018	07/29/2016	09/27/2016
Total Box Count for Dept		23			
City Manager - 002					
1083522		1220-20 - Video Recordings of City Council Meetings	12/19/2018	01/05/2005	12/19/2012
Total Box Count for Dept		1			
City Clerk - 004					
10214	10214	0640-10 - Statement of Economic Interests	03/31/2019	11/11/1990	03/31/2012
1083629		0670-66 - Deposition Subpoena	02/23/2019	10/26/2015	02/23/2016
1083630		0670-66 - Deposition Subpoena	12/15/2018	10/26/2015	12/15/2015
1083807		0670-66 - Deposition Subpoena	04/25/2019	02/18/2016	04/25/2016
1084018		0670-66 - Deposition Subpoena	06/29/2019	05/18/2016	06/29/2016
1084884		0470-45 - Rejected Bids	01/30/2019	08/15/2013	01/30/2014
1085166		1200-40 - Computer Hardware	12/31/2002	01/01/1995	12/31/2002
1085212		0610-85 - Request to Speak Form	12/31/2018	01/01/2012	12/31/2016
Total Box Count for Dept		8			
Code Enforcement - 250					
11002	11002	0480-35 - Business Licenses	12/01/2018	12/30/1991	12/01/2013
11235	11235	0480-35 - Business Licenses	12/30/2018	01/01/2012	12/30/2013
11236	11236	0480-35 - Business Licenses	12/30/2018	01/01/2012	12/30/2013
11237	11237	0480-35 - Business Licenses	12/30/2018	01/01/2012	12/30/2013
12421	12421	0480-35 - Business Licenses	03/31/2019	10/03/1984	03/31/2014
Total Box Count for Dept		5			
Community Services - 101					
1083650		1140-30 - After School Recreation Programs	06/30/2019	02/01/2013	06/30/2014
1083651		1140-30 - After School Recreation Programs	01/31/2019	08/01/2013	01/31/2014
1083653		1140-30 - After School Recreation Programs	06/30/2019	08/01/2013	06/30/2014
1083654		1140-30 - After School Recreation Programs	06/30/2019	08/01/2013	06/30/2014
1083655		1140-30 - After School Recreation Programs	06/30/2019	02/01/2013	06/30/2014

1083657		1140-30 - After School Recreation Programs	01/31/2019	08/01/2013	01/31/2014
1083658		1140-30 - After School Recreation Programs	06/30/2019	07/01/2013	06/30/2014
1083659		1140-30 - After School Recreation Programs	06/30/2019	07/01/2013	06/30/2014
1083662		1140-30 - After School Recreation Programs	06/30/2019	02/01/2013	06/30/2014
1083663		1140-30 - After School Recreation Programs	06/30/2019	02/01/2013	06/30/2014
1083664		1140-30 - After School Recreation Programs	01/31/2019	08/01/2013	01/31/2014
1083666		1140-30 - After School Recreation Programs	06/30/2019	07/01/2013	06/30/2014
1083667		1140-30 - After School Recreation Programs	01/31/2019	08/01/2013	01/31/2014
1083668		1140-30 - After School Recreation Programs	06/30/2019	07/01/2013	06/30/2014
1083670		1140-30 - After School Recreation Programs	06/30/2019	02/01/2013	06/30/2014
1083672		1140-30 - After School Recreation Programs	06/30/2019	07/01/2013	06/30/2014
1083673		1140-30 - After School Recreation Programs	01/31/2019	08/01/2013	01/31/2014
1084437		1140-10 - Recreation Classes	12/31/2018	01/01/2015	12/31/2015
1084441		1140-10 - Recreation Classes	03/31/2019	01/01/2016	03/31/2016
1084446		1140-10 - Recreation Classes	12/31/2018	09/01/2015	12/31/2015
1084447		1140-10 - Recreation Classes	12/31/2018	01/01/2015	12/31/2015
1084449		1140-10 - Recreation Classes	06/30/2019	03/01/2016	06/30/2016
1084533		1130-20 - Adult Sports Activities	05/31/2019	10/01/2015	05/31/2016
1084535		1140-10 - Recreation Classes	05/31/2019	01/01/2012	05/31/2016
1084536		0900-20 - Facility Use/Permits/Insurance Binders	06/30/2019	01/01/2007	06/30/2016
1084805		1140-10 - Recreation Classes	12/31/2018	01/01/2015	12/31/2015
1084818		0900-20 - Facility Use/Permits/Insurance Binders	12/31/2018	01/01/2015	12/31/2015
1084850		1140-10 - Recreation Classes	12/31/2018	01/01/2015	12/31/2015
1084851		1100-15 - Site Supervisors Incident Reports	12/31/2018	01/01/2004	12/31/2015
1085087		1100-15 - Site Supervisors Incident Reports	06/30/2019	08/01/2015	06/30/2016
1085251		0480-15 - Daily Cash Receipts	12/31/2015	01/01/2009	12/31/2010
1085254		0480-15 - Daily Cash Receipts	12/31/2016	01/01/2010	12/31/2011
1085271		0480-15 - Daily Cash Receipts	06/30/2016	01/01/2009	06/30/2011
1085272		0480-15 - Daily Cash Receipts	12/31/2015	01/01/2009	12/31/2010
1085617		1140-10 - Recreation Classes	12/31/2015	01/01/2001	12/31/2012
1085618		1140-10 - Recreation Classes	12/31/2015	01/01/2001	12/31/2012

Total Box Count for Dept 36

Engineering - 402

12262	12262	0450-20 - Time Cards	12/21/2018	12/23/2012	12/21/2013
1083460		0105-10 - Correspondence	12/31/2017	01/01/2013	12/31/2014
1084009		0105-10 - Correspondence	12/31/2009	01/01/1999	12/31/2006
1084010		0105-10 - Correspondence	12/31/2012	01/01/2007	12/31/2009

Total Box Count for Dept 4

Fire - 600

1083264		0450-20 - Time Cards	12/31/2018	01/01/2013	12/31/2013
1083266		0450-20 - Time Cards	12/31/2018	01/01/2013	12/31/2013
1084781		0450-20 - Time Cards	12/31/2018	01/01/2012	12/31/2013

Total Box Count for Dept 3

Accounts Payable - 022 2

12094	12094	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12095	12095	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12101	12101	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12102	12102	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12103	12103	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12106	12106	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12107	12107	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12108	12108	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12109	12109	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12110	12110	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12111	12111	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12112	12112	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12113	12113	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12131	12131	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12132	12132	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12133	12133	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013
12134	12134	0470-10 - Accounts Payable	06/30/2018	07/01/2012	06/30/2013

Employee Benefits - 023.1

1083924		0720-22 - Benefits, Retired Employees	11/05/2018	08/27/1973	11/05/2015
1084373		0720-22 - Benefits, Retired Employees	06/01/2019	11/01/1989	06/01/2016
1085606		0720-27 - Family Friendly Benefits	07/01/2016	01/01/1996	07/01/2009
1085645		0720-24 - Benefit File	06/23/2019	12/22/1980	06/23/2016
1085700		0720-24 - Benefit File	03/08/2019	02/12/1979	03/08/2016
1085712		0720-24 - Benefit File	05/02/2019	11/01/1974	05/02/2016

Total Box Count for Dept 6

Finance - 022

12237	12237-BO <input type="checkbox"/>	0480-15 - Daily Cash Receipts	10/14/2018	07/16/2012	10/14/2013
12519	12519	0480-15 - Daily Cash Receipts	03/03/2019	10/09/2010	03/03/2014
1083507		0400-15 - Travel Expense Statements	06/30/2019	07/01/2013	06/30/2014
1083508		0400-15 - Travel Expense Statements	06/30/2019	07/01/2013	06/30/2014
1083513		0480-10 - Accounts Receivable	06/30/2019	01/14/2008	06/30/2014
1083524		0480-15 - Daily Cash Receipts	03/17/2019	09/22/2010	03/17/2014
1083525		0480-15 - Daily Cash Receipts	03/19/2019	07/16/2013	03/19/2014
1083526		0480-15 - Daily Cash Receipts	02/25/2019	08/29/2013	02/25/2014
1083543		0480-15 - Daily Cash Receipts	11/21/2018	09/12/2013	11/21/2013
1083560		0480-15 - Daily Cash Receipts	03/31/2019	11/22/2013	03/31/2014
1083561		0480-15 - Daily Cash Receipts	01/28/2019	10/13/2013	01/28/2014
1083600		0420-62 - Banking Cash Reconciliation Worksheets	05/31/2019	01/01/2014	05/31/2014
1083601		0420-62 - Banking Cash Reconciliation Worksheets	12/31/2018	08/01/2013	12/31/2013
1083603		0480-15 - Daily Cash Receipts	05/14/2019	06/11/2012	05/14/2014
1083753		0480-15 - Daily Cash Receipts	06/12/2019	11/19/2003	06/12/2014
1083773		0480-15 - Daily Cash Receipts	12/31/2018	12/01/2013	12/31/2013
1083777		0480-15 - Daily Cash Receipts	10/31/2018	10/01/2013	10/31/2013
1083780		0480-15 - Daily Cash Receipts	01/31/2019	01/01/2014	01/31/2014
1083782		0480-15 - Daily Cash Receipts	03/31/2019	03/01/2014	03/31/2014
1083783		0480-15 - Daily Cash Receipts	02/28/2019	02/01/2014	02/28/2014
1083785		0480-15 - Daily Cash Receipts	06/30/2019	06/01/2014	06/30/2014
1083787		0480-15 - Daily Cash Receipts	05/31/2019	05/01/2014	05/31/2014
1083844		0480-15 - Daily Cash Receipts	04/30/2019	04/01/2014	04/30/2014
1083872		0480-15 - Daily Cash Receipts	11/30/2018	11/01/2013	11/30/2013
1083951		0480-10 - Accounts Receivable	10/31/2018	08/01/2013	10/31/2013
1083952		0480-10 - Accounts Receivable	01/31/2019	11/01/2013	01/31/2014
1083954		0480-10 - Accounts Receivable	06/30/2019	05/01/2014	06/30/2014
1083956		0480-10 - Accounts Receivable	04/30/2019	02/01/2014	04/30/2014
1083995		0480-15 - Daily Cash Receipts	12/31/2018	12/01/2013	12/31/2013
1084104		0480-30 - Paramedic Billings	12/31/2018	01/01/2013	12/31/2013
1084139		0480-40 - Taxes	06/30/2019	07/01/2013	06/30/2014
1085078		0430-80 - Carryovers/Budget Adjustments	06/30/2018	07/01/2012	06/30/2013
1085079		0430-35 - Budget Preparation Files	06/30/2015	07/01/2009	06/30/2010
1085080		0430-35 - Budget Preparation Files	06/30/2017	07/01/2009	06/30/2012
1085081		0430-35 - Budget Preparation Files	06/30/2015	07/01/2009	06/30/2010
1085082		0430-35 - Budget Preparation Files	06/30/2017	07/01/2011	06/30/2012
1085083		0430-35 - Budget Preparation Files	06/30/2016	07/01/2010	06/30/2011
1085221		0480-15 - Daily Cash Receipts	11/30/2016	10/01/2011	11/30/2011
1085224		0480-15 - Daily Cash Receipts	03/31/2016	02/01/2011	03/31/2011
1085225		0480-15 - Daily Cash Receipts	12/31/2016	01/01/2011	12/31/2011
1085227		0480-15 - Daily Cash Receipts	09/30/2016	08/01/2011	09/30/2011
1085228		0480-15 - Daily Cash Receipts	07/31/2016	07/01/2011	07/31/2011
1085237		0480-15 - Daily Cash Receipts	11/30/2016	10/01/2011	11/30/2011
1085238		0480-15 - Daily Cash Receipts	09/30/2016	08/01/2011	09/30/2011
1085239		0480-15 - Daily Cash Receipts	12/31/2016	01/01/2010	12/31/2011
1085240		0480-15 - Daily Cash Receipts	05/31/2016	04/01/2011	05/31/2011
1085241		0480-15 - Daily Cash Receipts	06/30/2015	06/01/2010	06/30/2010
1085242		0480-15 - Daily Cash Receipts	03/31/2015	02/01/2010	03/31/2010
1085243		0480-15 - Daily Cash Receipts	07/31/2016	06/01/2011	07/31/2011
1085255		0480-15 - Daily Cash Receipts	06/30/2016	07/01/2010	06/30/2011
1085256		0480-15 - Daily Cash Receipts	12/31/2015	01/01/2009	12/31/2010
1085270		0480-15 - Daily Cash Receipts	05/31/2015	04/01/2010	05/31/2010
1085287		0480-15 - Daily Cash Receipts	09/30/2015	12/01/2007	09/30/2010
1085288		0480-15 - Daily Cash Receipts	04/30/2016	10/01/2009	04/30/2011
1085291		0480-15 - Daily Cash Receipts	04/30/2015	11/01/2007	04/30/2010

1085294		0480-15 - Daily Cash Receipts	06/30/2016	04/01/2009	06/30/2011
1085306		0480-15 - Daily Cash Receipts	12/31/2014	01/01/2007	12/31/2009
1085307		0480-15 - Daily Cash Receipts	12/31/2014	01/01/2007	12/31/2009
1085308		0480-15 - Daily Cash Receipts	12/31/2014	01/01/2007	12/31/2009
1085508		0480-15 - Daily Cash Receipts	08/31/2017	04/23/2012	08/31/2012
1085526		0480-15 - Daily Cash Receipts	05/08/2016	01/01/2011	05/08/2011
1085574		0480-15 - Daily Cash Receipts	12/31/2017	09/01/2012	12/31/2012
1085580		0480-15 - Daily Cash Receipts	06/30/2019	01/01/2014	06/30/2014
1085626		0480-15 - Daily Cash Receipts	04/30/2015	01/01/2010	04/30/2010
1085632		0480-15 - Daily Cash Receipts	12/31/2015	09/01/2010	12/31/2010
1085650		0480-15 - Daily Cash Receipts	12/31/2018	07/01/2013	12/31/2013
1085662		0480-15 - Daily Cash Receipts	08/31/2015	05/01/2010	08/31/2010
1085745		0480-15 - Daily Cash Receipts	04/22/2017	11/01/2011	04/22/2012

Total Box Count for Dept 68

Payroll - 022.3

11938	11938-BO	0450-14 - Direct Deposit Reports	12/31/2018	01/01/2013	12/31/2013
12278	12278	0450-55 - Leave Registers	06/30/2019	01/01/2014	06/30/2014
12279	12279	0450-55 - Leave Registers	12/31/2018	07/01/2013	12/31/2013
12280	12280	0450-20 - Time Cards	12/21/2018	09/29/2013	12/21/2013
12281	12281	0450-20 - Time Cards	04/26/2019	03/02/2014	04/26/2014
12282	12282	0450-20 - Time Cards	06/21/2019	04/27/2014	06/21/2014
12291	12291	0450-10 - Individual Employee Payroll Files	12/17/2018	02/01/1988	12/17/2013
12293	12293	0450-10 - Individual Employee Payroll Files	12/19/2018	06/30/1980	12/19/2013
12295	12295	0450-10 - Individual Employee Payroll Files	12/27/2018	10/11/1976	12/27/2013
12296	12296	0450-10 - Individual Employee Payroll Files	12/30/2018	07/23/1979	12/30/2013
12297	12297	0450-10 - Individual Employee Payroll Files	12/13/2018	01/16/1974	12/13/2013
12298	12298	0450-10 - Individual Employee Payroll Files	12/30/2018	07/02/1984	12/30/2013

Total Box Count for Dept 12

Purchasing - 022.4

1083529		0470-25 - Purchase Orders	06/30/2018	07/01/2012	06/30/2013
1083530		0470-25 - Purchase Orders	06/30/2019	07/01/2013	06/30/2014
1083531		0470-25 - Purchase Orders	06/30/2019	07/01/2013	06/30/2014
1083532		0470-25 - Purchase Orders	06/30/2018	07/01/2012	06/30/2013

Total Box Count for Dept 4

Treasurer - 005

1083070		0400-40 - Check Registers	12/30/2018	01/01/2012	12/30/2013
1083514		0420-30 - Bank Statements Reconciliations	06/30/2019	07/01/2013	06/30/2014
1083740		0420-60 - Banking Daily Worksheets	10/31/2018	09/01/2013	10/31/2013
1083750		0420-60 - Banking Daily Worksheets	11/30/2018	11/01/2013	11/30/2013
1083751		0420-60 - Banking Daily Worksheets	12/31/2018	12/01/2013	12/31/2013
1083752		0420-60 - Banking Daily Worksheets	01/31/2019	01/01/2014	01/31/2014
1083754		0420-60 - Banking Daily Worksheets	02/28/2019	02/01/2014	02/28/2014
1084134		0420-60 - Banking Daily Worksheets	03/31/2019	03/01/2014	03/31/2014
1084135		0490-10 - Investment Information, General	06/30/2019	04/01/2007	06/30/2014
1084136		0420-60 - Banking Daily Worksheets	04/30/2019	04/01/2014	04/30/2014
1084137		0420-60 - Banking Daily Worksheets	06/30/2019	06/01/2014	06/30/2014
1084179		0420-60 - Banking Daily Worksheets	05/31/2019	05/01/2014	05/31/2014
1085090		0400-85 - Monthly Treasurers Report	06/30/2018	07/01/2011	06/30/2013
1085403		0420-30 - Bank Statements Reconciliations	12/29/2011	09/01/2001	12/29/2006

Total Box Count for Dept 14

Workers Comp - 024.1

1085189		0600-11 - Departmental Contracts and Agreements	12/31/2018	01/01/2005	12/31/2015
---------	--	---	------------	------------	------------

Total Box Count for Dept 1

Library - 104

11516	11516-BO	0480-15 - Daily Cash Receipts	12/30/2018	07/01/2013	12/30/2013
-------	----------	-------------------------------	------------	------------	------------

Total Box Count for Dept 1

Housing 200.1

1083014		0873-01 - Funding Program HOMES	10/29/2018	12/06/2001	10/29/2013
1083015		0873-01 - Funding Program HOMES	11/15/2018	07/28/1997	11/15/2013
1083022		0875-20 - Housing Rehabilitation	12/02/2018	07/20/2006	12/02/2014
1083023		0695-20 - Mobile Home Rental Lots	11/30/2018	11/01/1977	11/30/2014
1083024		0873-01 - Funding Program HOMES	12/19/2018	07/28/2008	12/19/2013
1083025		0873-01 - Funding Program HOMES	11/18/2018	11/14/2008	11/18/2013
1083029		0873-01 - Funding Program HOMES	12/04/2018	04/18/2009	12/04/2013
1083055		0875-32 - Mountain Shadows Mobile Home Parks	06/03/2019	08/02/1991	06/03/2014
1083124		0873-01 - Funding Program HOMES	12/04/2018	09/14/2009	12/04/2013
1083126		0873-01 - Funding Program HOMES	12/19/2018	10/24/2008	12/19/2013
1083583		0480-70 - Grants, Successful	05/07/2019	03/16/2012	05/07/2014

Total Box Count for Dept 11

Police - 500

1083406		0450-20 - Time Cards	06/21/2019	03/30/2014	06/21/2014
1083407		0450-20 - Time Cards	03/29/2019	12/22/2013	03/29/2014

Total Box Count for Dept 2

HARRF - 411.2

10780	10780-BO <input type="checkbox"/>	1360-20 - Chain of Custody (Drinking Water)	12/19/2018	01/01/2006	12/19/2006
12168	12168-BO <input type="checkbox"/>	1360-25 - Drinking Water Log Books	12/31/2018	01/01/2006	12/31/2006
1083318		0450-20 - Time Cards	12/21/2018	12/23/2012	12/21/2013

Total Box Count for Dept 3

Utilities - 411

1085516		0105-10 - Correspondence	12/31/2014	01/01/1984	12/31/2011
1085519		0145-80 - San Diego County Water Authority	04/18/2012	04/14/1987	04/18/2007
1085615		0450-20 - Time Cards	12/24/2013	07/17/1989	12/24/2008
1085616		1370-06 - Night Patrol Logs	12/31/2016	01/01/2012	12/31/2013
1085638		1370-06 - Night Patrol Logs	12/01/2015	03/01/1998	12/01/2012
1085656		1370-05 - Patrol Logs/Rosters/Work Schedules	12/31/2018	12/02/2010	12/31/2015
1085664		0470-11 - Accounts Payable Detailed Information	08/14/2015	01/24/1997	08/14/2013
1085675		0145-80 - San Diego County Water Authority	08/06/2008	04/21/1988	08/06/2003
1085692		0230-65 - Water Quality	08/12/2014	02/01/1985	08/12/2009
1085698		0480-80 - Grants, Unsuccessful	09/30/2007	02/17/1981	09/30/2004
1085710		1370-06 - Night Patrol Logs	12/31/2014	06/01/2009	12/31/2011
1085716		1370-06 - Night Patrol Logs	12/31/2018	01/01/2014	12/31/2015
1085760		0145-80 - San Diego County Water Authority	12/31/2015	01/01/2010	12/31/2010

Total Box Count for Dept 13

Utility Billing - 022.1

10888	10888-BO <input type="checkbox"/>	0480-31 - Credit Card Slips	06/28/2019	03/01/2012	06/28/2012
10905	10905-BO <input type="checkbox"/>	0480-31 - Credit Card Slips	02/28/2019	11/01/2011	02/29/2012
11251	11251-BO <input type="checkbox"/>	0480-25 - Billings Receipts	11/07/2018	10/29/2013	11/07/2013
11252	11252-BO <input type="checkbox"/>	0480-25 - Billings Receipts	01/03/2019	12/26/2013	01/03/2014
11253	11253-BO <input type="checkbox"/>	0480-25 - Billings Receipts	12/24/2018	12/16/2013	12/24/2013
11254	11254-BO <input type="checkbox"/>	0480-25 - Billings Receipts	12/02/2018	11/22/2013	12/02/2013
11257	11257-BO <input type="checkbox"/>	0480-25 - Billings Receipts	01/24/2019	01/15/2014	01/24/2014
11263	11263-BO <input type="checkbox"/>	0480-25 - Billings Receipts	10/16/2018	10/02/2013	10/16/2013
11264	11264-BO <input type="checkbox"/>	0480-25 - Billings Receipts	10/28/2018	10/17/2013	10/28/2013
11265	11265-BO <input type="checkbox"/>	0480-25 - Billings Receipts	11/21/2018	11/08/2013	11/21/2013
11267	11267-BO <input type="checkbox"/>	0480-25 - Billings Receipts	12/13/2018	12/03/2013	12/13/2013
11270	11270-BO <input type="checkbox"/>	0480-25 - Billings Receipts	02/03/2019	01/27/2014	02/03/2014
11278	11278-BO <input type="checkbox"/>	0480-25 - Billings Receipts	01/14/2019	01/06/2014	01/14/2014
11544	11544-BO <input type="checkbox"/>	0480-25 - Billings Receipts	04/09/2019	03/31/2014	04/09/2014
11545	11545-BO <input type="checkbox"/>	0480-25 - Billings Receipts	03/28/2019	03/20/2014	03/28/2014
11546	11546-BO <input type="checkbox"/>	0480-25 - Billings Receipts	04/23/2019	04/10/2014	04/23/2014
11547	11547-BO <input type="checkbox"/>	0480-25 - Billings Receipts	02/14/2019	02/04/2014	02/14/2014
11548	11548-BO <input type="checkbox"/>	0480-25 - Billings Receipts	05/15/2019	05/05/2014	05/15/2014
11549	11549-BO <input type="checkbox"/>	0480-25 - Billings Receipts	03/19/2019	03/07/2014	03/19/2014
11550	11550-BO <input type="checkbox"/>	0480-25 - Billings Receipts	02/26/2019	02/18/2014	02/26/2014

11551	11551-BO	0480-25 - Billings	03/06/2019	02/27/2014	03/06/2014
11552	11552-BO	0480-25 - Billings	05/27/2019	05/16/2014	05/27/2014
11554	11554-BO	0480-25 - Billings	06/05/2019	05/28/2014	06/05/2014
11555	11555-BO	0480-25 - Billings	05/02/2019	04/24/2014	05/02/2014
11562	11562-BO	0480-31 - Credit Card Slips	12/31/2018	01/01/2011	12/31/2011
11567	11567-BO	0480-31 - Credit Card Slips	12/31/2018	01/01/2011	12/31/2011
11569	11569-BO	0480-25 - Billings	06/19/2019	06/06/2014	06/19/2014
11570	11570-BO	0480-25 - Billings	06/27/2019	06/20/2014	06/27/2014
12427	12427	0480-32 - Paid NSF (Non-Sufficient Fund Checks)	12/31/2018	01/01/2013	12/31/2013
1083471		1320-42 - Meter Applications	12/31/2018	01/01/2012	12/31/2013
1083475		1320-42 - Meter Applications	12/31/2018	01/01/2012	12/31/2013
1083985		0480-25 - Billings	03/28/2019	08/11/2013	03/28/2014
1083986		0480-25 - Billings	01/03/2019	06/21/2013	01/03/2014
1084057		0480-25 - Billings	12/31/2018	04/29/2013	12/31/2013
1084058		0480-25 - Billings	06/25/2019	01/14/2014	06/25/2014
1084114		0480-25 - Billings	06/30/2019	01/01/2005	06/30/2014
1084307		1320-32 - Meter Reads	02/28/2019	11/01/2014	02/28/2015

Total Box Count for Dept 37

Water Treatment Plant - 411

1085693		0600-11 - Departmental Contracts and Agreements	12/31/2015	01/01/2010	12/31/2012
1085737		0600-11 - Departmental Contracts and Agreements	12/31/2016	01/01/2012	12/31/2013
1085742		0600-11 - Departmental Contracts and Agreements	12/31/2014	01/01/2009	12/31/2011
1085744		0470-11 - Accounts Payable Detailed Information	12/31/2017	01/01/2013	12/31/2015
1085749		0470-11 - Accounts Payable Detailed Information	12/31/2014	01/01/2011	12/31/2012
1085759		0600-11 - Departmental Contracts and Agreements	12/31/2018	01/01/2013	12/31/2015

Total Box Count for Dept 6

CITY COUNCIL STAFF REPORT

Consent Item No. 8

December 18, 2019

File No. 0600-10, A-3060

SUBJECT: Third Amendment to the Consulting Agreement for the Lake Wohlford Dam Replacement Project

DEPARTMENT: Utilities Department, Construction and Engineering Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-178, authorizing the Mayor and the City Clerk to execute a Third Amendment to the Consulting Agreement with Black & Veatch Corporation, in the amount of \$362,530 for consulting and engineering services to study alternatives to the Lake Wohlford Dam Replacement Project.

PREVIOUS ACTION:

On August 1, 2012, the City Council adopted Resolution No. 2012-127, authorizing the Mayor and City Clerk to execute a Consulting Agreement with Black & Veatch Corporation in the amount of \$3,496,740 for design and environmental services for the Lake Wohlford Dam Replacement Project.

On May 20, 2015, the City Council adopted Resolution No. 2015-58, authorizing the Mayor and City Clerk to execute a First Amendment to the Consulting Agreement with Black & Veatch Corporation in the amount of \$724,641 for design of the Lake Wohlford Dam Replacement Project.

On June 13, 2018, the City Council adopted Resolution No. 2018-93, authorizing the Mayor and City Clerk to execute a Second Amendment to the Consulting Agreement with Black & Veatch Corporation in the amount of \$334,765 for additional engineering and environmental services for the Lake Wohlford Dam Replacement Project.

FISCAL ANALYSIS:

The Third Amendment will increase the value of the consulting agreement with Black and Veatch by \$362,530, from \$4,556,146 million to \$4,918,676 million. Funding for this amendment is available in the Lake Wohlford Dam CIP Project No. 704912.

Staff recommend this increased expenditure for consultant services because the estimated cost of construction and environmental mitigation of the Lake Wohlford Dam Replacement Project is in excess of \$50 million dollars. Studying alternatives that may be more cost effective is prudent.

The preliminary cost estimate in 2012 was \$30 million dollars and was the basis for a \$15 million California Proposition 1E Grant with a requirement for matching funds from the City of \$15 million.

The new cost estimate is based on the completed design for the new dam and projected environmental mitigation costs, and leaves the City of Escondido (City) with at least \$35 million in project costs in excess of costs covered by Prop. 1E funds. This cost is likely to be significantly larger (perhaps tens of millions of dollars) because it is typical during a dam construction project to discover unforeseen underground conditions when excavating the dam foundation.

The magnitude of the cost of the dam replacement project and the risk that it could grow even larger led City staff to engage with the California Division of Safety of Dams (DSOD) to study alternatives for rehabilitating the existing dam. DSOD has agreed that studying alternatives may identify a more cost effective and safe solution to address the seismic problems at Wohlford Dam, rather than building a replacement dam. Options that can be studied include, but are not limited to, replacing the outlet tower with a reinforced outlet structure and lowering the spillway elevation to prevent filling Lake Wohlford above the current restricted level.

Staff are also working, with the assistance of the San Diego County Water Authority, to sponsor legislation to extend the term of the Prop. 1E funding.

BACKGROUND:

Lake Wohlford Dam was constructed with earth and rock in 1895 as part of Escondido's local water system. In 1925, the dam was raised to its current height using a slurry hydrofill process. In 2007, during a routine seismic evaluation of the dam, DSOD determined that the newer, hydrofill section of the dam has the potential to liquefy and fail in the event of a large earthquake with magnitude greater than 7.5.

In response to these potential seismic concerns, the City immediately lowered the water level of Lake Wohlford so that the maximum level of the lake does not exceed the level of the original, seismically-sound rock structure. The lake has been operated at this level until the present day and continues to provide recreational opportunities and local water storage.

In 2012, the City started the design process for a new dam after considering rehabilitative options for the existing dam that would restore the lake to its pre-2007 capacity. The pre-design, preliminary cost estimate to build a replacement dam was \$30 million dollars. This cost was believed to be the best value for the City because it restored Lake Wohlford to its original capacity of 6,200 acre-feet without attempting a rehabilitation project for the dam that included some risk to the dam and an uncertain outcome. In 2012, the primary risk factor for a rehabilitation project was that it would include repairing or replacing the upper, seismically unsound hydrofill section of the dam, which at the time did not compare favorably with the estimated cost of the replacement dam.

The design was completed in 2017, after a lengthy review process involving DSOD, the Federal Energy Regulatory Commission (FERC), and a panel of dam experts convened to oversee the dam design process. While the input from these groups was critical for designing a safe, constructible dam, the cost of construction of the dam as designed increased to an amount in excess of \$50 million

dollars. Additionally, during the environmental review the California Department of Fish and Wildlife proposed mitigation that was projected to increase the cost of the project by more than 25%. Fortunately, City staff and the City's environmental consultant have negotiated proposed mitigation requirements that are projected to cost about \$5 million. However, this cost is still 10% of the projected cost of the project and further increases the per-acre-foot cost of the additional storage.

The cost of the replacement dam is, in the opinion of City staff, more than the Water Fund can reasonably bear given other critical CIP commitments. As described earlier in this report, the City has engaged with the DSOD to study alternative projects to rehabilitate the existing dam. Unlike the preliminary investigations of dam rehabilitation done in 2012, the proposed studies will also consider options that would not restore the lake capacity to its pre-2007 level. The proposed work will examine options that will allow for continued operation of Wohlford Dam as it has been operated for the last decade. While the optimal solution – irrespective of cost – would restore the lake to its original capacity, rehabilitating the existing dam at the current operating level may provide a pathway to retaining storage that allows for continued use as a local water reservoir and recreational asset, but at a reasonable cost.

The recommended amendment to the Black and Veatch consulting agreement includes:

- developing rehabilitation alternatives for two reservoir operating levels, one at an elevation of 1460 feet (today's restricted operating level), and a second at a normal operating level between 1460 and 1480 feet (the original high water level);
- developing two spillway replacement options and dam crest modification options for each of the two reservoir operating level alternatives;
- preparing an opinion of probable construction costs for each option;
- evaluating and comparing alternatives; and
- developing a recommended alternative.

Staff will return to present an update to the City Council on the status of Lake Wohlford Dam in early 2020.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Director of Utilities
12/11/19 4:35 p.m.

ATTACHMENTS:

1. Resolution No. 2019-178
2. Resolution No. 2019-178 Exhibit A – Third Amendment to Lake Wohlford Dam Design Consulting Agreement

RESOLUTION NO. 2019-178

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 THIRD AMENDMENT TO THE
CONSULTING AGREEMENT WITH BLACK &
VEATCH CORPORATION FOR THE LAKE
WOHLFORD DAM REPLACEMENT DESIGN

WHEREAS, the City Council approved a Consulting Agreement with Black & Veatch Corporation on August 1, 2012, for design services for the Lake Wohlford Dam Replacement; and

WHEREAS, the current condition of the Lake Wohlford Dam prevents full storage capacity and requires a replacement dam; and

WHEREAS, on May 20, 2015, the City Council approved Resolution No. 2015-58, authorizing the Mayor and City Clerk to execute a First Amendment to the Consulting Agreement with Black & Veatch Corporation, for additional design services for the Lake Wohlford Dam Replacement; and

WHEREAS, on June 13, 2018, the City Council approved Resolution No. 2018-93, authorizing the Mayor and City Clerk to execute a Second Amendment to the Consulting Agreement with Black & Veatch Corporation, for additional design services for the Lake Wohlford Dam Replacement; and

WHEREAS, additional engineering efforts are required to evaluate the feasibility of rehabilitating the existing Lake Wohlford Dam and associated structures to address seismic deficiencies in lieu of building a replacement dam; and

WHEREAS, the Director of Utilities recommends the Third Amendment to the Consulting Agreement (“Third Amendment”) with Black & Veatch Corporation be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest, to approve said Third Amendment with Black & Veatch Corporation.

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Director of Utilities.
3. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, a Third Amendment with Black & Veatch Corporation. A copy of the Third Amendment is attached as Exhibit “A” and is incorporated by this reference.



CITY OF ESCONDIDO
THIRD AMENDMENT TO CONSULTING AGREEMENT

This "Amendment" is made this _____ day of _____, 20__.

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

And: Black & Veatch Corporation
 300 Rancheros Drive, Suite 250
 San Marcos, CA 92069
 Attn: Kevin Davis
 760-621-8419
 ("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on August 22, 2012 ("Agreement"), wherein CITY retained CONSULTANT to provide design drawings and specifications including environmental documentation for the Lake Wohlford Dam Replacement; and

- B. CITY and CONSULTANT 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 CONSULTANT as follows:

- 1. The CONSULTANT will furnish the services described in "Attachment A" to this Amendment.

- 2. CITY will compensate the CONSULTANT in an additional amount not to exceed \$362,530.00, pursuant to the conditions contained in "Attachment A" to this Amendment.

3. All additional terms under the Agreement between CITY and CONSULTANT still apply to the additional work to be performed by CONSULTANT under this Amendment. If any of the terms of this Amendment conflict with the Agreement, this Amendment must 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: _____

Zack Beck
City Clerk

Black & Veatch Corporation

Date: _____

(Consultant signature)

Title

(The above signature should be notarized)

APPROVED AS TO FORM:

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

By: _____

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



LAKE WOHLFORD DAM REHABILITATION EVALUATION SCOPE OF SERVICES

CITY OF ESCONDIDO

BACKGROUND

The City of Escondido (City) is seeking to evaluate rehabilitation of Lake Wohlford Dam by modifying the existing facilities to address seismic and hydrologic deficiencies. This work is the initial phase of a project that would culminate in design and construction of modifications to the existing dam and appurtenances. This phase of work will include performing the following services:

- ▼ Project management
- ▼ Rehabilitation alternative development
- ▼ Preliminary alternative engineering evaluation

A more detailed description of the services is provided below. Subsequent work phases will be developed pending the outcome of this initial phase.

SCOPE OF WORK

Specific tasks associated with this project are summarized below into the following Phases:

- ▼ Phase 1 – Develop rehabilitation alternatives
 - Task 1000 – Project Management
 - Task 2000 – Develop Rehabilitation Alternatives
 - Task 3000 – Preliminary Alternative Evaluation

A detailed scope of work is presented in the following pages. A detailed fee breakdown and preliminary schedule are provided following the detailed scope of work description.

PHASE 1 – REHABILITATION ALTERNATIVE DEVELOPMENT

TASK 1000 – PROJECT MANAGEMENT AND MEETINGS

Task 1100– Project Administration

Perform project management and administrative tasks as required to facilitate completion of tasks defined within this Scope of Work. It's assumed the work phase duration will be 6 months.

The project administrative tasks to be performed include:

- ▼ Update the project assurance/quality control (QA/QC) plan with key deliverables.
- ▼ Maintain a project schedule identifying major project tasks with duration and milestones. This schedule will be updated monthly and highlight critical path tasks and key milestones.
- ▼ Coordinate team members including work planning, coordination and communications.
- ▼ Develop and maintain a trend register (change management).
- ▼ Provide monthly invoices with status report defining progress to date of all tasks, cost and expenditures.

Electronic copies of all deliverables, including drawings, graphics, schedules, reports and technical memoranda, shall be provided using formats in their original software version (e.g., Word, Excel, PowerPoint, AutoCAD) in addition to a PDF version.

**LAKE WOHLFORD DAM REHABILITATION EVALUATION
SCOPE OF SERVICES**

CITY OF ESCONDIDO

Deliverables for Task 1100:

1. Monthly invoice including progress report, decision log, and schedule update – One (1) electronic copy (pdf) submitted via email.

Tasks 1201, 1202, and 1203 - Meetings

Black & Veatch shall schedule a Project Kick-Off meeting and allow for in-person Progress Meetings with the City Project Manager and other City staff throughout this work phase. Progress meetings will be used to keep the City informed of project status including status of specific project tasks, budget, and any scope changes. A meeting with DSOD in Sacramento near the conclusion of this work phase is also planned to review the alternatives with DSOD personnel.

Black & Veatch's Project Manager will attend the Kickoff, Progress, and DSOD Meetings in person. Black & Veatch's Lead Dam Engineering Manager will attend the DSOD Meeting in-person and all other meetings on the phone. Additional team members may attend the meetings in person or on the phone. Meeting assumptions are as follow:

- ▼ Kickoff Meeting – 1 meeting, 4-hour duration
- ▼ Monthly Meetings – 4 meetings, 1-hour duration
- ▼ Meeting with DSOD (Task 1203) – 1 meeting, 2-hour duration, at DSOD Sacramento office

Deliverables for Tasks 1201 through 1203 (each):

1. Meeting Agenda and Presentation Materials – One (1) electronic copy in MS Word or PowerPoint and electronic copy (pdf).
2. Meeting Minutes – One (1) electronic copy submitted electronically within 10 days of a meeting.

TASK 2000 – ALTERNATIVE DESIGN DEVELOPMENT

The purpose of this task is to develop two different alternatives for addressing seismic and hydrologic deficiencies of Lake Wohlford Dam through modification of the dam and its appurtenances. One alternative will be to achieve a new reservoir normal operating level equal to Elevation 1,460. A second alternative will be developed with the goal of achieving a new higher reservoir normal operating level, in excess of Elevation 1,460, so that additional reservoir storage can be obtained. It is assumed two options for spillway configuration and embankment stabilization or modification will be developed and assessed during development of each alternative. Task 2000 is comprised of the following specific tasks.

Task 2100 – Review Project Documentation and Available Data

The purpose of this task is to review available engineering reports and pertinent project data to facilitate using such information in developing alternatives. Black & Veatch is aware of numerous engineering reports for the project prepared during the last 50 years. No field investigations are proposed for this phase because it is assumed enough information can be gleaned from previous reports to support this phase.

Deliverables for Task 2100:

1. Summary of applicable information – One (1) electronic copy in MS Word and portable document format (.pdf).

Task 2200 – Identify Design Requirements

The purpose of this task is to identify basic requirements for rehabilitation alternatives. DSOD regulations and previous evaluations of Lake Wohlford will be reviewed and specific engineering requirements for rehabilitated dam will be compiled. In addition, a half day workshop will be conducted with the City at the

**LAKE WOHLFORD DAM REHABILITATION EVALUATION
SCOPE OF SERVICES**

CITY OF ESCONDIDO

City's office to review the regulatory based requirements and to identify any additional requirements necessary to meet the City's objectives.

Deliverables for Task 2200:

1. Memorandum: Summary of Regulatory Requirements – One (1) electronic copy in MS Word format and portable document format (.pdf).
2. Alternatives Requirements Workshop deliverables:
 - i. Agenda Presentation Materials, and Minutes– One (1) electronic copy in pdf format.
 - ii. Presentation Materials – One (1) electronic copy in MS Word or PowerPoint and portable document format (.pdf).
 - iii. Minutes – One (1) electronic copy in MS Word and portable document format (.pdf).

Task 2300 – Develop Dam/Spillway Alternatives

Under this task, Black & Veatch will develop two spillway replacement options for each alternative. The spillway will be sized consistent with the two-alternative new reservoir operating levels of Elevation 1,460 and elevation to be chosen in excess of 1,460.

Information from previous hydrologic evaluations of the reservoir and dam will be used in the analysis. This work will utilize the spillway design flood (SDF) and SDF inflow hydrograph from the most recent hydrologic evaluations for Lake Wohlford. No additional hydrologic calculations are planned in this phase.

The required dam crest elevation will be determined concurrently with the development of the spillway replacement alternatives. The dam crest elevation will be determined based on maximum water levels during the SDF freeboard requirements. Maximum water levels will be determined using level pool routing of the SDF. It is anticipated that stage storage information is available from previous hydrologic/hydraulic studies. A spillway discharge-elevation rating curve will be defined for the two options for each alternative. Also, a preliminary wave runup estimate will be performed as part of the freeboard requirement determination.

Results from this analysis will inform in the preliminary engineering evaluations described in Task 3000.

Deliverables for Task 2300:

1. Memorandum: Flood routing alternatives – One (1) electronic copy in MS Word and portable document format (.pdf).

TASK 3000 – PRELIMINARY ALTERNATIVES EVALUATION**Task 3100 – Preliminary Alternative Evaluation**

Task 3100 will consist of performing three preliminary engineering evaluations for each of the two alternatives described above, including (1) seismic stability of the embankment, (2) seepage potential, and (3) structural evaluation of the tower. These evaluations will use simplified analysis methods and available information to develop the initial rehabilitation concepts further. The static and seismic stability of the embankment will be evaluated using existing geotechnical information. This evaluation will include a review of seismic hazard information for the site and assessing the potential for deformation under the maximum design earthquake loading using limit equilibrium methods and pseudostatic analyses. The long-term seepage potential will also be evaluated by separate analysis and investigation of past seepage records. Finally, a preliminary structural evaluation of the intake tower and interaction between the tower and embankment will be made to develop concepts for modification of the tower, if found necessary.

**LAKE WOHLFORD DAM REHABILITATION EVALUATION
SCOPE OF SERVICES**

CITY OF ESCONDIDO

Deliverables for Task 3100:

1. Alternatives Preliminary Engineering Evaluation Memorandum – One (1) electronic copy in MS Word and portable document format (pdf).

Task 3200 – Prepare Conceptual Design OPCC

Under this task Black & Veatch will prepare an opinion of construction costs in general accordance with ACEI Class 4 cost estimate guidelines. This task will include the following sub tasks:

- ▼ Develop sketches of each alternative’s construction elements
- ▼ Perform construction quantity take-offs
- ▼ Estimate construction costs and document basis of estimate

Deliverables for Task 3200:

1. Alternative sketches – Up to 6 sketches for each alternative. One (1) electronic copy in portable document format (.pdf).
2. OPCC and basis of estimate memorandum – One (1) electronic copy in MS Word format and portable document format (.pdf).

Task 3300 – Alternatives Evaluation

This task will involve systematic evaluation of the two alternatives described above and recommendation of next steps for the reservoir project. In addition to rehabilitation alternatives developed in Task 3100, the alternatives screening evaluation will include dam replacement with the roller-compacted concrete (RCC) dam and a “do nothing” approach, which could involve further restriction on reservoir pool level. The alternatives screening evaluation will consider a range of factors including: existing site conditions, construction cost and schedule, compliance with requirements in environmental permitting documents, long-term operation and maintenance, and relative dam safety risks. Recommendation of a preferred alternative will be made through a decision-analysis process that emphasizes suitability with respect to project-specific objectives and constraints.

Deliverables for Task 3300:

1. Rehabilitation Alternatives Screening Evaluation Memorandum – One (1) electronic copy in MS Word and portable document format (pdf).

Task 3400 – Alternatives Workshop

Black & Veatch will prepare for and conduct a workshop with the City to review the alternatives developed, as well as the rehabilitation alternatives screening evaluation. This workshop will be attended by the Black & Veatch’s Project Manager and Engineering Manager in person and other professionals as appropriate via teleconference. It is assumed this meeting will last 6 hours and be held in the City’s office. Items to be discussed in the workshop include:

- ▼ Alternatives
- ▼ Evaluation criteria and criteria weighting
- ▼ Results of preliminary alternative scoring
- ▼ Recommended Alternative

Deliverables for Task 3400:

1. Workshop Agenda and Presentation Materials – One (1) electronic copy in MS Word or PowerPoint and electronic copy (pdf).
2. Workshop Minutes – One (1) electronic copy submitted electronically within 10 days of a meeting.

**LAKE WOHLFORD DAM REHABILITATION EVALUATION
SCOPE OF SERVICES**CITY OF ESCONDIDO

Task 3500- Prepare Rehabilitation Alternatives Report

Black & Veatch will document development of rehabilitation alternatives and alternative evaluation from Phase 1 for future reference. This report will identify a preferred alternative based on workshops with the City and the preliminary engineering evaluations. Recommendations for development of the preferred alternative into a complete engineering design will be included. The City will provide review comments to Black & Veatch in one overall comprehensive spreadsheet. Upon incorporation of City review comments, the Final Report will be prepared and submitted.

Deliverables for Task 3500:

1. DRAFT and Final Rehabilitation Alternatives Report – One (1) electronic copy in portable document format (.pdf).

PHASE 2 – PRELIMINARY DESIGN DEVELOPMENT

Phase 2, 3, and 4 services would be addressed in a scope of services statement prepared following the City's decision for the project upon completion of Phase 1.

PHASE 3 – FINAL DESIGN**PHASE 4 – CONSTRUCTION**

ATTACHMENT A



Owner: City of Escondido

Project: Lake Wohlford Dam Rehabilitation Alternatives Development

PHASE/Task		Project Director	Sr. Project Manager	Sr. Project Engineer	Admin	Project Controls	Sr. Eng Technician	Eng Technician	Structural QC	Structural Sr. Engineer	Structural Engineer	Water Res QC	Water Res Sr. Engineer	Water Res Engineer	Water Res Sr. Scientist	Estimator QC	Estimator	Geotech QC	Geotech Sr. Engineer II	Geotech Sr. Engineer I	Geotech Engineer	SUBTOTAL, hours	SUBTOTAL, Billings \$	Expenses	TOTAL Billings
		\$285.00	\$260.00	\$175.00	\$100.00	\$145.00	\$165.00	\$135.00	\$250.00	\$225.00	\$170.00	\$205.00	\$195.00	\$160.00	\$190.00	\$235.00	\$165.00	\$260.00	\$250.00	\$225.00	\$185.00				
WORK BREAKDOWN STRUCTURE																									
PHASE 1 - REHABILITATION ALTERNATIVE DEVELOPMENT																									
TASK 1000 PROJECT ADMINISTRATION																									
Task 1100 Project Administration	1100	8	26	10	16	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	76	\$ 14,710	\$ -	\$ 14,710
Task 1201 Kickoff Meeting	1201	2	8	8	2	-	-	-	-	-	-	-	4	-	-	-	-	4	6	6	16	56	\$ 11,880	\$ 2,000	\$ 13,880
Task 1202 Progress Meetings	1202	8	20	8	6	-	-	-	-	4	-	-	-	-	-	-	-	-	4	6	-	56	\$ 12,510	\$ 300	\$ 12,810
Task 1203 DSOD Meeting	1203	2	10	4	2	-	-	-	-	-	-	-	8	-	-	-	-	-	8	12	12	58	\$ 12,550	\$ 3,000	\$ 15,550
TASK 2000 ALTERNATIVE DESIGN DEVELOPMENT																									
Task 2100 Review Project Documentation and Available Data	2100	-	-	4	2	-	-	-	-	4	24	-	8	16	-	-	-	-	12	18	20	108	\$ 20,750	\$ -	\$ 20,750
Task 2200 Identify Design Requirements	2200	-	4	4	2	-	-	-	-	-	-	-	12	-	-	-	-	4	4	10	18	58	\$ 11,900	\$ 2,000	\$ 13,900
Task 2300 Develop Dam/Spillway Alternatives	2300	-	4	4	-	-	-	-	-	-	32	2	40	100	40	-	-	4	8	8	16	258	\$ 46,790	\$ -	\$ 46,790
Task 3000 - PRELIMINARY ALTERNATIVES EVALUATION																									
Task 3100 Preliminary Alternative Analysis	3100	-	4	4	2	-	-	-	4	16	160	-	-	-	-	-	-	8	20	100	100	418	\$ 81,820	\$ -	\$ 81,820
Task 3200 Prepare Conceptual Designs and OPCC	3200	-	4	4	2	-	24	120	-	8	8	-	-	-	-	20	90	-	8	24	24	336	\$ 56,650	\$ -	\$ 56,650
Task 3300 Alternatives Evaluation	3300	-	8	4	2	-	-	-	-	4	-	-	16	-	-	-	-	8	16	24	32	114	\$ 24,180	\$ -	\$ 24,180
Task 3400 Alternatives Workshop	3400	-	8	4	2	-	-	-	-	-	-	-	-	-	-	-	-	4	20	20	32	90	\$ 19,440	\$ 2,000	\$ 21,440
Task 3500 Prepare Rehabilitation Alternatives Report	3500	-	4	8	16	-	-	-	-	-	-	4	16	40	10	-	-	4	12	46	48	208	\$ 39,550	\$ 500	\$ 40,050
Total, Hours		20	100	66	54	16	24	120	4	28	232	6	104	156	50	20	90	36	118	274	318	1,836			
Total, Billings																							\$ 352,730	\$ 9,800	\$ 362,530

CITY COUNCIL STAFF REPORT

Consent Item No. 9

December 18, 2019

File No. 0440-35

SUBJECT: Adoption of Resolution No. 2019-179 Approving Recognized Obligation Payment Schedule (ROPS20-21) for July 2020 thru June 2021

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-179 to approve the Recognized Obligation Payment Schedule (ROPS20-21) so that the Successor Agency may continue to make payments due for enforceable obligations.

FISCAL ANALYSIS:

The Successor Agency is responsible for submitting to the County Oversight Board a payment schedule for obligations of the former Redevelopment Agency. The County Oversight Board will forward this payment schedule to the State for approval. Once approved by the State, the County of San Diego will fund the payments from the County Redevelopment Property Tax Trust Fund (RPTTF).

PREVIOUS ACTION:

Resolution No. 2018-186, to approve the Recognized Obligation Payment Schedule (ROPS19-20), was approved by the City Council on December 19, 2018.

BACKGROUND:

Escondido's Redevelopment Agency ("Redevelopment Agency") was established in December 1984 in connection with the adoption of the Escondido Redevelopment Plan ("Plan") and formation of a Redevelopment Project Area ("Escondido Redevelopment Project Area"). The Redevelopment Agency consisted of the members of the Escondido City Council, although the City and Redevelopment Agency were legally separate entities. Under applicable laws, the cap on total tax increment that could be collected was \$1.499 billion and the life of the Redevelopment Agency extended until 2025.

In essence, redevelopment worked for decades by freezing the level of property taxes at the time the Redevelopment Agency adopted the Plan for the Escondido Redevelopment Project Area. During the existence of redevelopment, any increases in taxes went to the Redevelopment Agency, rather than the various entities that would have otherwise received the tax increases. This stream of revenue (the difference between taxes at the time of formation and the amount of increases, which occur over the years) was known as "tax increment" and could be used to pay the principal of and

interest on loans, moneys advanced to, or indebtedness incurred by the Redevelopment Agency to finance a redevelopment project.

DISSOLUTION:

As part of the 2011 Budget Act, and in order to protect funding for core public services at the local level, the State Legislature approved the dissolution of the state's 400 plus Redevelopment Agencies ("RDAs"). The State of California's passage of Assembly Bill X1 26 dissolved RDAs and replaced them with successor agencies effective February 1, 2012. As a result of the elimination of the RDAs, property tax revenues are now being used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments. The remaining property tax revenues that exceed the enforceable obligations are being allocated to cities, counties, special districts, and school and community college districts.

To help facilitate the wind-down process at the local level, successor agencies were established to manage redevelopment projects currently underway, make payments on enforceable obligations, and dispose of redevelopment assets and properties. The City of Escondido elected to serve as the Successor Agency for the Redevelopment Agency. The state dissolution laws also provided for the appointment of an Oversight Board. The Oversight Board to the Redevelopment Agency included seven members that were appointed by their specific entities within the former Escondido Redevelopment Project Area. Oversight Board members were appointed by the County of San Diego, the San Diego County Board of Supervisors, Palomar Community College, the Escondido School Districts, Palomar Pomerado Hospital District, and two representatives from the City of Escondido. Members of the Oversight Board have a fiduciary responsibility to the holders of enforceable obligations to ensure payment of obligations and specific duties to oversee the Successor Agency in its efforts to wind down the former redevelopment agency's operations.

Pursuant to Health and Safety Code Section 34179(j), on July 1, 2018, one Countywide Oversight Board ("Countywide OB") was created and has replaced the oversight boards previously created by all successor agencies in San Diego County. The Countywide OB consists of seven members representing agencies in the County and it will continue to oversee and approve the wind down actions of the successor agencies for former redevelopment agencies. As such, all actions of the Successor Agency approved by the City Council will then be submitted to the Countywide OB for approval, and then to the State Department of Finance for final approval.

RECOGNIZED OBLIGATION PAYMENT SCHEDULE OUTSTANDING OBLIGATIONS:

California Health and Safety Code Section 33445 authorized a redevelopment agency to enter into agreements with the host city to borrow money and accept financial assistance from the city for redevelopment projects located within the agency's jurisdiction. Because newly formed agency funding was limited to a future, expected stream of tax increment, cities often loaned agencies both staff and funding to get redevelopment projects started. Agreements to borrow funds from cities

constituted an indebtedness of the agency and this indebtedness could be paid out of taxes levied in the project area and allocated to the agency under subdivision (b) of Health and Safety Code Section 33670 or out of any other available funds.

The Recognized Obligation Payment Schedule for July 2020 through June 2021 (ROPS20-21) lists three enforceable obligations of the Redevelopment Agency and the total funding requested for FY 2020-21 is equal to \$7,878,660:

Item #	Description	Total Outstanding Debt or Obligation	Funding Requested FY2020-21
7	Loan Repayment to the Traffic Impact Fund	\$953,953	\$150,000
29	Reinstatement of loans to the General Fund	10,221,612	7,478,660
10	City Administrative Costs	250,000	250,000
		\$11,375,565	\$7,878,660

ROPS20-21 Item #7 – Loan Repayment to Traffic Impact Fund: \$150,000:

By Escondido Community Development Commission (“CDC”) Resolution No. 1985-07, the Traffic Impact Fund loaned the Redevelopment Agency \$200,000 for certain Nordahl Bridge improvements. On December 18, 2012, this loan was recognized by the Department of Finance to be an enforceable obligation of the Successor Agency.

With the repayment of the 2007A and 2007B Lease Revenue bonds on September 1, 2018, sufficient funds became available to repay the Traffic Impact Loan balance of \$953,953. The City requested and was approved to repay this loan using “Other Funds” held by the Successor Agency on ROPS19-20 under City Council Resolution No. 2018-186 and County OB Resolution No. OB-2019-005.

With the approval of the Traffic Impact Fund loan balance, the remaining enforceable obligation held by the Successor Agency is the Reinstatement of Loans to the General Fund. Based on the repayment terms of AB 1484 and SB 107, the obligation is projected to be paid in full by FY 2021/22 at which time the Successor Agency would dissolve. Dissolution of the Successor Agency would result in additional annual property tax revenue to the City of approximately \$1.3 million annually.

After the ROPS19-20 had been approved and submitted to the Department of Finance, the School Districts contacted the County OB to voice their concerns regarding the requested repayment of the Traffic Impact loan given their claim to an anticipated revenue stream derived from a settlement of claims in 2009 (the “2009 Settlement Agreement” or “Agreement”). This 2009 Settlement Agreement was entered into among the CDC, the City of Escondido, the Escondido Union School District, the Escondido Union High School District, and San Diego County Superintendent of Schools. It was intended to resolve a dispute between these parties regarding the previously anticipated tax revenue

Resolution No. 2019-179 Approving Recognized Obligation Payment Schedule (ROPS 20-21) for
July 2020 thru June 2021

December 18, 2019

Page 4

payments to the School Districts. To resolve the dispute between the parties, the 2009 Settlement Agreement adjusted the formulas and manner in which the School Districts were to receive tax increment revenue from the CDC. This Agreement projected that the School Districts would receive tax-sharing payments from the CDC until Fiscal Year 2035/36. This date was based on tax increment projections which estimated when the CDC would be able to pay off all debt owed by it which, in 2009, included Community Development Commission Bonds, the Traffic Impact Loan, Housing Set Aside Loan, and the City Loan to the General Fund.

The School Districts contend that the Successor Agency's payment in full of the Traffic Impact Loan would result in an early termination of the School Districts' pass-through payments that were "promised" through Fiscal Year 2035/36 under the Agreement. The payment in full of the Traffic Loan required by the Department of Finance would have the unintended consequence of immediately changing the end date of School District pass-through payments from FY 2035/36 to FY 2022/23, reducing the tax revenue that the School Districts would receive under the 2009 Settlement Agreement. At this time, the School Districts continue to receive contractual pass-through payments from the County Auditor-Controller based on the 2009 Settlement Agreement.

To allow time for both the City and the School Districts to find a long-term solution to this issue, the Successor Agency agreed to submit an amended ROPS19-20 to the Department of Finance making the minimum repayment due to the Traffic Loan Fund (\$50,000) rather than the full \$953,953 payment. On August 15, 2019, the County OB approved the amendment to the ROPS19-20. On November 13, 2019, the Department of Finance published their determination letter on the requested ROPS19-20 Amendment. According to the Department of Finance, under Health and Safety Code Section 34177(o)(1)(E), the request for a ROPS amendment must be to make a "necessary payment" on an approved enforceable obligation. Since the Successor Agency's request was to reduce an approved payment amount using "Other Funds" held by the Successor Agency, the Department of Finance determined that the request was not necessary for the payment of the obligation and the requested amendment was not approved.

After reviewing the determination letter from the Department of Finance and analyzing the available funds held by the Successor Agency, City staff are proposing to move forward with the \$50,000 loan repayment as listed in the Amended ROPS19-20 schedule and delay the full repayment of the Traffic Impact Loan. Listed in ROPS20-21 is a request for payment of \$150,000, which will result in an ending loan balance of \$990,639 including accrued interest. This will allow City staff to continue to work with the School Districts on a solution for the distribution of tax increment revenue to both entities.

ROPS20-21 Item #29 – Reinstatement of loans made by the City to the former RDA: \$7,478,660:

The City of Escondido and the Redevelopment Agency entered into a Cooperation Agreement in 1988 that authorized the advance of monies for Civic Center projects and other redevelopment projects outside the Civic Center. This 1988 Cooperation Agreement provided a repayment schedule to the City from future tax increment, and provided for a specific interest rate formula that was tied to the City's cost of funds. The repayment schedule provided that any balances remaining unpaid rolled over to the next year. The City and the Redevelopment Agency have operated under the terms of this Cooperation Agreement since its adoption and have maintained ongoing information on annual reports regarding the balances due and payable. The outstanding principal balance at the time of the dissolution of Redevelopment was \$9,832,652.

On January 24, 2017, the Oversight Board approved Resolution No. OB 2017-02 to find that the City Loans were for legitimate redevelopment purposes that meet the definition of a loan eligible for reinstatement pursuant to Health and Safety Code Section 34191.4(b)(2)(A) and approved the agreement to reinstate the City Loans made to the former Redevelopment Agency. On April 26, 2017, the Department of Finance approved the action taken by the Oversight Board and found that the City loans were for legitimate redevelopment purposes and eligible for reinstatement.

As a result of the reinstatement, the loan obligation of \$17,682,611 was placed on ROPS18-19. The outstanding balance included \$9,832,652 of principal. In addition, in accordance with Health and Safety Code 34191.4(b)(3)(A), interest on the remaining principal of the loan was recalculated at a simple interest rate of three percent from the date of the origination of the loan. This resulted in interest outstanding of \$7,849,959. ROPS18-19 approved a payment for \$4,645,228 and ROPS19-20 approved a payment of \$3,322,326 leaving a remaining balance of \$10,221,612 at June 30, 2020 that includes principal and accrued interest.

The annual repayment amount is calculated pursuant to Health and Safety Code Section 34191.4(b)(3)(A) which requires repayment to be equal to one-half of the increase between the ROPS residual pass-through distributed to the taxing entities in the preceding fiscal year and the ROPS residual pass-through distributed to the taxing entities in the Fiscal Year 2012-13 base year. For the Successor Agency, the ROPS residual pass-through amounts for Fiscal Year 2012-13 and 2019-20 are zero and \$14,957,320, respectively. Therefore, \$7,478,660 is the repayment authorized for FY 2020-21.

ROPS19-20 Item #10 – Administrative Costs: \$250,000:

Health and Safety Code Section 34171 allows for an administrative cost allowance to be paid by a successor agency from the Redevelopment Property Tax Trust Fund in a fiscal year. The administrative cost allowance is limited to three percent of the actual property tax distributed to the successor agency in the preceding fiscal year for payment of approved enforceable obligations,

reduced by the successor agency's administrative cost allowance and loan repayments made to the city pursuant to Section 34191.4(b) during the preceding fiscal year, subject to a minimum of \$250,000, unless such amount is reduced by the Oversight Board or by agreement between the successor agency and the Department of Finance.

Under the formula described above, the allowable administrative budget for ROPS2020-21 is \$250,000. Administrative costs are comprised of staff time from the Finance Department, the City Attorney's Office, Housing Staff, and Support Services. City staff are responsible for various activities including but not limited to: the preparation of the annual Recognized Obligation Payment Schedules, administering approved debt repayments of the Successor Agency, performing annual interest calculations and journal entries per approved repayment agreements, administering an independent annual financial statement audit and report, disposing of the former Redevelopment Agency's assets, administering the Agency's Real Property Management Plan, and communicating and meeting with tax sharing entities including the School Districts.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joan Ryan, Director of Finance
12/11/19 2:43 p.m.

ATTACHMENTS:

1. Resolution No. 2019-179
2. Resolution No. 2019-179 – Exhibit "A"

RESOLUTION NO. 2019-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AS THE SUCCESSOR AGENCY TO THE ESCONDIDO REDEVELOPMENT AGENCY ADOPTING A RECOGNIZED SCHEDULE OF ENFORCEABLE OBLIGATIONS FOR THE PERIOD OF JULY 2020 THRU JUNE 2021 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

WHEREAS, pursuant to authorizing Resolution No. 2012-16, the City Council of the City of Escondido elected to serve as the Successor Agency and Successor Housing Agency to the Escondido Redevelopment Agency; and

WHEREAS, pursuant to Health and Safety Code Section 34177, successor agencies are required to make payments due for enforceable obligations and adopt a Recognized Obligation Payment Schedule (“ROPS”); and

WHEREAS, pursuant to Health and Safety Code Section 34177, a ROPS must be adopted that lists all of the enforceable obligations within the meaning of Health and Safety Code Section 34167(d), and must thereafter be reviewed by other entities, updated, and published in a specific manner; and

WHEREAS, it is the intention of the City Council of the City of Escondido as the Successor Agency to the Escondido Redevelopment Agency to adopt the ROPS so that the Successor Agency may continue to make payments due for enforceable obligations.

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, as the Successor Agency to the Escondido Redevelopment Agency, hereby adopts the ROPS for the period of July 2020 to June 2021, which is attached hereto as Exhibit "A" and incorporated by this reference.

Recognized Obligation Payment Schedule (ROPS 20-21) - Summary
Filed for the July 1, 2020 through June 30, 2021 Period

Successor Agency: Escondido
County: San Diego

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	20-21A Total (July - December)	20-21B Total (January - June)	ROPS 20-21 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 1,066,000	\$ -	\$ 1,066,000
B Bond Proceeds	-	-	-
C Reserve Balance	16,000	-	16,000
D Other Funds	1,050,000	-	1,050,000
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 6,537,660	\$ 275,000	\$ 6,812,660
F RPTTF	6,412,660	150,000	6,562,660
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E)	\$ 7,603,660	\$ 275,000	\$ 7,878,660

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

 Name Title

/s/ _____
 Signature Date

Escondido
Recognized Obligation Payment Schedule (ROPS 20-21) - ROPS Detail
July 1, 2020 through June 30, 2021

A	B	C	D	E	F	G	I	J	K	M	N	O	P	Q	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Retired	ROPS 20-21 Total	ROPS 20-21A (Jul - Dec)				20-21A Total	ROPS 20-21B (Jan - Jun)				20-21B Total
										Fund Sources					Fund Sources				
										Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
							\$11,375,565		\$7,878,660	\$16,000	\$1,050,000	\$6,412,660	\$125,000	\$7,603,660	\$-	\$-	\$150,000	\$125,000	\$275,000
2	2007A Lease Revenue Bonds	Revenue Bonds Issued On or Before 12/31/10	01/25/2007	09/01/2018	Bank of New York	Bond Payment	-	Y	\$-	-	-	-	-	\$-	-	-	-	-	\$-
3	2007B Lease Revenue Bonds	Revenue Bonds Issued On or Before 12/31/10	01/25/2007	09/01/2018	Bank of New York	Bond Payment	-	Y	\$-	-	-	-	-	\$-	-	-	-	-	\$-
4	Bond Expense	Fees	01/10/1992	09/01/2018	Bank of New York	Bond Trustee Admin Fees	-	Y	\$-	-	-	-	-	\$-	-	-	-	-	\$-
5	Bond Debt Obligation Reserve	Reserves	01/25/2007	09/01/2018	Bank of New York	Payment per AB 1484, Section 34171(d)(1)(A)	-	Y	\$-	-	-	-	-	\$-	-	-	-	-	\$-
6	Loan Repayment to General Fund	City/County Loan (Prior 06/28/11), Other	08/15/1994	12/31/2035	City of Escondido	Program Administration-to assist in the implementation of the Redevelopment Plan	-	Y	\$-	-	-	-	-	\$-	-	-	-	-	\$-
7	Loan Repayment to Traffic Impact Fund	City/County Loan (Prior 06/28/11), Other	08/15/1994	12/31/2035	City of Escondido	Capital Improvement-Nordahl bridge improvements	903,953	N	\$150,000	-	-	-	-	\$-	-	-	150,000	-	\$150,000
10	Employee Costs-Admin. Fee	Admin Costs	07/01/2011	06/30/2021	Employees of City of Escondido	Administration	250,000	N	\$250,000	-	-	-	125,000	\$125,000	-	-	-	125,000	\$125,000
26	Loan Repayment to General Fund	Miscellaneous	08/15/1994	12/31/2035	City of Escondido	Program Administration	-	Y	\$-	-	-	-	-	\$-	-	-	-	-	\$-
29	Reinstatement of loans made by the City to the former RDA	City/County Loan (Prior 06/28/11), Cash exchange	04/26/2017	06/30/2023	City of Escondido	Repayment of loans made to former RDA by the City of Escondido	10,221,612	N	\$7,478,660	16,000	1,050,000	6,412,660	-	\$7,478,660	-	-	-	-	\$-

Escondido
Recognized Obligation Payment Schedule (ROPS 20-21) - Report of Cash Balances
July 1, 2017 through June 30, 2018
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.								
A	B	C	D	E	F	G	H	
	ROPS 17-18 Cash Balances (07/01/17 - 06/30/18)	Fund Sources				Comments		
		Bond Proceeds		Reserve Balance	Other Funds			RPTTF
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.			Non-Admin and Admin
1	Beginning Available Cash Balance (Actual 07/01/17) RPTTF amount should exclude "A" period distribution amount.			111,002	1,580,238			
2	Revenue/Income (Actual 06/30/18) RPTTF amount should tie to the ROPS 17-18 total distribution from the County Auditor-Controller				1,033,432	7,148,700	Income includes Settlement payment from Palomar College of \$925,000, Housing Loan Repayments of \$12,500, and interest of \$95,932	
3	Expenditures for ROPS 17-18 Enforceable Obligations (Actual 06/30/18)				509,216	7,135,811	Per ROPS17-18 DOF determination letter, \$509,216 was reclassified as Other Funds	
4	Retention of Available Cash Balance (Actual 06/30/18) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			111,002			Available cash balance is used to pay enforceable obligations on ROPS19-20A; see DOF Determination Letter	
5	ROPS 17-18 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 17-18 PPA form submitted to the CAC			No entry required		12,889	Bond expense and Administrative cost savings in fiscal year 2017-2018	
6	Ending Actual Available Cash Balance (06/30/18) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$2,104,454	\$-	Per ROPS18-19 DOF Determination Letter; \$1,035,247 of available cash balance is	

							used to pay enforceable obligations
--	--	--	--	--	--	--	--

Escondido
Recognized Obligation Payment Schedule (ROPS 20-21) - Notes
July 1, 2020 through June 30, 2021

Item #	Notes/Comments
2	Obligation was paid in full on ROPS18-19
3	Obligation was paid in full on ROPS18-19
4	Obligation was paid in full on ROPS18-19
5	Obligation was paid in full on ROPS18-19
6	
7	
10	
26	
29	

CITY COUNCIL STAFF REPORT

Consent Item No. 10

December 18, 2019

File No. 0600-10, A-3205

SUBJECT: Microsoft Licensing Enterprise Agreement

DEPARTMENT: Information Systems

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-180, authorizing the Director of Information Systems to execute, on behalf of the City of Escondido (City), a three-year agreement with Dell and Microsoft in the amount of \$876,330.66 to provide a Microsoft Enterprise Licensing Agreement with Software Assurance (SA).

FISCAL ANALYSIS:

Funding for the first year's payment of \$292,110.22 is available partly in the Information Systems' Operating Budget; departmental budget savings will cover the increased software costs. The funding for the following two year's payments of \$292,110.22 each will be included in the Information Systems' Software Operating Budget.

PREVIOUS ACTION:

- December 2016: City Council approved a three-year agreement with SoftwareOne
- December 2013: City Council approved a three-year agreement with CompuCom Systems Inc.
- December 2010: City Council approved a three-year agreement with Dell Inc.
- January 2008: City Council approved a three-year agreement with Dell Inc.
- December 2004: City Council approved a three-year agreement with SoftChoice Corp.
- November 2001: City Council approved a three-year agreement with ASAP Software Express

BACKGROUND:

The City has used Microsoft products in a multitude of ways for more than twenty years. Microsoft Exchange software powers the City's email services; Microsoft Data Protection Manager performs all of our backups of critical data to disk and tape; and Microsoft System Center Configuration Manager supports all of the end user workstations in the City. Also included, is the licensing for our Microsoft SQL Servers that house the data that powers critical City applications like Cityworks and more. To properly license and support all of these Microsoft products, we maintain a Licensing Agreement with Microsoft, which covers software support, security updates, and any upgrades to the latest versions during the term of the three-year agreement (Software Assurance). See attached agreement in Resolution No. 2019-180 Exhibit A.

Microsoft provides this Software Assurance agreement as part of our Microsoft Enterprise Licensing Agreement. Typically, pricing levels are set by Microsoft based on the total number of computers in an organization. The City currently is licensed for 1,219 workstations. With standard pricing, that number of workstations would put the City of Escondido in Microsoft's Volume Level A pricing – for organizations that have 250 to 2,399 computers. Since we are a local government agency, we instead are allowed to use the lower Level D pricing – normally reserved for entities with more than 15,000 devices. Each pricing level represents approximately 8 percent savings, so Level D is approximately 24 percent cheaper than Level A.

To lock in these Level D prices, the County of Riverside put out a Request for Proposal (RFP) for the acquisition of Microsoft software enterprise licensing and maintenance. That RFP resulted in an agreement between Riverside County and Microsoft – the Riverside County Master Agreement No. 8084445. The agreement provides the ability for California local government agencies to participate in cooperative purchasing for Microsoft Licensing. In lieu of our own RFP, we utilized the pricing and vendors that the Riverside agreement specifies. This is not unusual - most of California's local government entities are leveraging this agreement for their Microsoft licensing, since it provides for better pricing than any of these entities would otherwise receive on their own. See attached Resolution No. 2019-180 Exhibit B.

There are only seven authorized Microsoft resellers under the County of Riverside agreement. We requested quotes from all seven vendors to obtain the best pricing. Out of the quotes that the City received, Dell's quote was selected as the lowest. See attached Resolution No. 2019-180 Exhibit C for details of the competitive quote comparison.

The City's Microsoft Licensing cost, based on cooperative purchasing and multiple quotes, is \$292,110.22 per year for three years. Upon City Council approval, the agreement with Dell and Microsoft will begin January 1, 2020.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Robert Van De Hey, Director of Information Systems
12/12/19 9:02 a.m.

ATTACHMENTS:

1. Resolution No. 2019-180
2. Resolution No. 2019-180 - Exhibit A – Enterprise Enrollment
3. Resolution No. 2019-180 - Exhibit B – County of Riverside Bid Tabulation Matrix
4. Resolution No. 2019-180 - Exhibit C – Microsoft Quote Comparison Sheet

RESOLUTION NO. 2019-180

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE DIRECTOR OF
INFORMATION SYSTEMS, TO EXECUTE,
ON BEHALF OF THE CITY, A MICROSOFT
LICENSING ENTERPRISE AGREEMENT
WITH DELL AND MICROSOFT TO PROVIDE
MICROSOFT LICENSING AND SOFTWARE
ASSURANCE

WHEREAS, the City of Escondido has received a proposal from Dell to provide Microsoft Licensing and Software Assurance via a Microsoft Licensing Enterprise Agreement. A copy of the Dell proposal is attached as Exhibit "C" to this Resolution and is incorporated by this reference; and

WHEREAS, the County of Riverside conducted a competitive request for proposals for the purchase of Microsoft licenses and the City is authorized to make purchases through cooperative purchasing programs conducted by a county when the agency processed the cooperative purchases in a competitive manner; and

WHEREAS, Dell is one of seven authorized resellers listed in the County of Riverside Bid Tabulation Matrix, attached as Exhibit "B" and incorporated by this reference, to sell the Microsoft Software Assurance based on cooperative pricing; and

WHEREAS, the Director of Information Systems recommends approval of this Microsoft Licensing Enterprise Agreement; and

WHEREAS, the City Council determines it to be in the best interest of the public to approve the Microsoft Licensing Enterprise Agreement with Dell and Microsoft for Microsoft Licensing and Software Assurance.

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

1. That the above recitations are true.
2. That the City Council authorizes the Director of Information Systems to execute, on behalf of the City, a Microsoft Licensing Enterprise Agreement (“Agreement”) with Dell and Microsoft attached as Exhibit “A” and is hereby incorporated by this reference, as well as any other documents necessary to make the license or purchase.



Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	<input type="text"/>	Framework ID <i>(if applicable)</i>	<input type="text"/>
Previous Enrollment number <i>(Reseller to complete)</i>	<input type="text"/>		

This Enrollment must be attached to a signature form to be valid

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to anniversary date refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment

Additional Product means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

Community means the community consisting of one or more of the following (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

Enterprise Online Service means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

Enterprise Product means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

Expiration Date means the date upon which the Enrollment expires.

Federal Agency means a bureau, office, agency, department or other entity of the United States Government.

Government means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

Government Community Cloud Services means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

Industry Device (also known as line of business device) means any device that (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (Industry Program). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

Managed Device means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

Qualified Device means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure (VDI). Qualified Devices do not include any device that is (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

Qualified User means a person (e.g., employee, consultant, contingent staff) who (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

Reseller means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

Reserved License means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

Tribal Entity means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

Use Rights means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

Volume Licensing Site means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements** Enrolled Affiliate's Enterprise must have a minimum of 250 qualified users or qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment** Enrolled Affiliate must order enough Licenses to cover all qualified users or qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products** □ Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g □ **True-up requirements** □ Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products** □ For Enterprise Products, Enrolled Affiliate must determine the number of □ualified Devices and □ualified □sers (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all □ualified Devices and □ualified □sers that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products** □ For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services** □ For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions** □ Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows □
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of □ualified Devices and □ualified □sers (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional □ualified Devices and □ualified □sers added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement** □ An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise □(1) has not changed the number of □ualified Devices and □ualified □sers licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period** □ The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h **Step-up Licenses** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i **Clerical errors** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j **Verifying compliance** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a **Price Levels** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b **Setting Prices** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a **General** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b **Renewal option** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c **If Enrolled Affiliate elects not to renew**

(i) **Software Assurance** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (Extended Term) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3 administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d **Termination for cause** Any termination for cause of this Enrollment will be subject to the Termination for causesection of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e **Early termination** Any early termination of this Enrollment will be subject to the Early TerminationSection of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

a **Community requirements** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise)

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment Choose One

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

Primary contact This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)

Contact name First Last

Contact email address

Street address

City

State
Postal code -
(Please provide the zip 4, e.g. xxxxx-xxxx)
Country
Phone
Tax ID
** indicates required fields*

b **Notices contact and Online Administrator** This contact (1) receives the contractual notices, (2) is the Online Administrator for the olume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name **First** **Last**
Contact email address
Street address
City
State
Postal code -
(Please provide the zip 4, e.g. xxxxx-xxxx)
Country
Phone
Language preference Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). **Warning** This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c **Online Services Manager** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name **First** **Last**
Contact email address
Phone
 This contact is from a third party organization (not the entity). **Warning** This contact receives personally identifiable information of the entity.
** indicates required fields*

d **Reseller information** Reseller contact for this Enrollment is

Reseller company name
Street address (PO boxes will not be accepted)
City
State
Postal code
Country
Contact name
Phone
Contact email address
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature <input type="checkbox"/>
Printed name <input type="checkbox"/>
Printed title <input type="checkbox"/>
Date <input type="checkbox"/>

* indicates required fields

Changing a Reseller If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e** If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, Customer can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<input type="checkbox"/> Choose Agreement <input type="checkbox"/>	Document Number or Code
<input type="checkbox"/> Choose Agreement <input type="checkbox"/>	Document Number or Code
<input type="checkbox"/> Choose Agreement <input type="checkbox"/>	Document Number or Code
<input type="checkbox"/> Choose Agreement <input type="checkbox"/>	Document Number or Code
<input type="checkbox"/> Choose Agreement <input type="checkbox"/>	Document Number or Code
<input type="checkbox"/> Choose Enrollment/Registration <input type="checkbox"/>	Document Number or Code
<input type="checkbox"/> Choose Enrollment/Registration <input type="checkbox"/>	Document Number or Code
<input type="checkbox"/> Choose Enrollment/Registration <input type="checkbox"/>	Document Number or Code
<input type="checkbox"/> Choose Enrollment/Registration <input type="checkbox"/>	Document Number or Code
<input type="checkbox"/> Choose Enrollment/Registration <input type="checkbox"/>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)

Signature _____

Printed First and Last Name

Printed Title

Signature Date

Tax ID

** indicates required field*

Microsoft Affiliate	
Microsoft Corporation	
Signature _____	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name) <input type="checkbox"/>	
Signature <input type="checkbox"/> _____	
Printed First and Last Name <input type="checkbox"/>	
Printed Title	
Signature Date <input type="checkbox"/>	

* indicates required field

Outsourcer	
Name of Entity (must be legal entity name) <input type="checkbox"/>	
Signature <input type="checkbox"/> _____	
Printed First and Last Name <input type="checkbox"/>	
Printed Title	
Signature Date <input type="checkbox"/>	

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
SA

Line Item Bid
 Bid Type
 ExcelFormat Bid Tabulation Matrix
 Version 1
 Bid RFQ #RIVCO-2020-RFQ-0000048 - Microsoft Enterprise Agreement
 End Date 2019-09-19 01:30 PM PDT

Vendor	CDWG	Crayon Software Experts LLC	Dell Marketing, LP	GovConnection, Inc.	Insight Public Sector, Inc.	PCMG, Inc.	SHI International Corp.	Softchoice Corporation	SoftwareONE Inc	Zones Inc.	
Item Description	Price Level	Markup %	Markup %	Markup %	Markup %	Markup %	Markup %	Markup %	Markup %	Markup %	
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	1.25	1.00	-0.56	0.20	0.75	2.00	0.50	3.50	2.10	2.00
Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	1.25	1.00	-0.43	0.20	0.75	2.00	0.50	3.50	2.10	2.00
Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	1.25	1.00	-0.43	0.20	0.75	2.00	0.50	3.50	2.10	2.00
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	1.25	1.00	-0.43	0.20	0.75	2.00	0.50	3.50	2.10	2.00
All products for Select Plus Agreement No.7756479.		2.00	1.50	0.55	0.70	1.00	2.00	0.50	2.00	3.50	2.00
Microsoft Premier Support		1.50	2.00	2.00	0.70	1.00	2.00	0.50	3.50	2.10	2.00
Microsoft Unified Support Services		1.50	2.00	2.00	0.70	1.00	2.00	0.50	3.50	2.10	2.00
Microsoft Consulting Services		1.50	2.00	2.00	0.70	1.00	2.00	0.50	3.50	20.00	2.00

Notes:

- 1 Dell provide best pricing for MS EA product but NOT for services.
- 2 GovConnection is the second best pricing MS EA product, Premier support, Unified support, and consulting services but is NOT fully certified for all services.
- 3 SHI is the provide the third best pricing for MS EA product and the Best pricing for Premier support, Unified support, and consulting services.
- 4 SHI is fully certified for all services listed in the RFQ.
- 5 Insight is the encumbent with the fourth best pricing for MS EA and third best pricing for Premier support, Unified support, and consulting services.
- 6 Insight is fully certified for all services listed in the RFQ.

Microsoft Quote Comparison Sheet

Vendor	Year 1	Year 2	Year 3	Contract Total
Dell	\$292,110.22	\$292,110.22	\$292,110.22	\$876,330.66
CDW-G	\$294,594.84	\$294,594.84	\$294,594.84	\$883,784.52
Crayon	\$296,008.89	\$294,245.82	\$294,245.82	\$884,500.53
SHI	\$294,835.39	\$294,835.39	\$294,835.39	\$884,506.17
Software One	\$295,913.45	\$295,913.45	\$295,913.45	\$887,740.35
PCMG	\$293,628.88	\$298,027.19	\$298,027.19	\$889,683.26
Zones	\$298,342.65	\$298,342.65	\$298,342.65	\$895,027.95

CITY COUNCIL STAFF REPORT

Consent Item No. 11

December 18, 2019

File No. 0690-30

SUBJECT: Accept Real Property Donation Agreement for Property Located on Lincoln Avenue (APN 229-101-23)

DEPARTMENT: Engineering Services

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-181 authorizing the City Manager to execute documents necessary to accept the donation of property located on Lincoln Avenue (APN 233-101-23) to the City of Escondido (City).

FISCAL ANALYSIS:

The property is being donated at no cost to the City.

PREVIOUS ACTION:

N/A

BACKGROUND:

The City was contacted by Paul Hervieux, the owner of real property located at the terminus of Lincoln Avenue, adjacent to Centre City Parkway and Highway 78 westbound on-ramp. He expressed his desire to donate the property, in fee, to the City of Escondido. The parcel is a .45 acre undeveloped lot, directly adjacent to Reidy Creek at the southern end of the Community Gardens, accessible from West Lincoln Avenue and is zoned R-2-12

The property, located on Lincoln Avenue (APN 229-101-23), has a development plan that was approved in 2003 for a 4-unit residential condominium project. The donor does not want to market the property or construct the project due to extenuating circumstances and is seeking a timely resolution to donate the property. The City would ultimately need to submit a petition for reversion to acreage, assuming the existing development plan is not the ultimate use of the property. The estimated costs for reversion to acreage would be approximately \$20,000.

The property owner deposited \$165,137 with the City as part of his development plan. The deposit was established to bond for the project's required street improvements. As part of this transaction, a fully executed Quitclaim Deed, suitable for recording, will be provided to the City and the bond funds will be refunded to the property owner.

Real Property Donation Agreement for Property Located on Lincoln Avenue (APN 229-101-23)
December 18, 2019
Page 2

The property is owned free and clear, with no lien, mortgage or other encumbrances of any type. The City and property owner wish to enter into a Real Property Donation Agreement and complete the donation transaction on or before December 31, 2019.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
12/11/19 3:43 p.m.

ATTACHMENTS:

1. Resolution No. 2019-181
2. Resolution No. 2019-181 – Exhibit 1 – Real Property Donation Agreement

RESOLUTION NO. 2019-181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY, ALL DOCUMENTS NECESSARY TO ACCEPT THE DONATION OF APN 229-101-23 TO THE CITY OF ESCONDIDO

WHEREAS, Paul Hervieux, (the "Property Owner") owns in fee and without lien (tax or otherwise), mortgage, claims of right or other encumbrance of any type, certain Real Property located on Lincoln Avenue, in the City of Escondido, County of San Diego, State of California, Assessor's Parcel Number APN: 229-101-23 ("Property"); and

WHEREAS, the City of Escondido ("City") is a municipal corporation in San Diego County; and

WHEREAS, Property Owner desires to donate the whole Property, in fee, to the City; and

WHEREAS, the City and the Property Owner (the "Parties") desire to take such actions, including the execution of a Real Property Donation Agreement, the opening of escrow, the execution of a Quit Claim Deed, the release of bond proceeds, the obtaining of authority of the City to accept the donation of the Property, and the filing and recordation of any other documentation with the San Diego County Recorder, and any other relevant government agencies, necessary to complete and effect the donation transaction; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to enter into the Real Property Donation Agreement to accept the donation of real property.

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 City Manager is authorized to execute, on behalf of the City, the Real Property Donation Agreement and any other documents necessary to accept the real property donation of APN 233-101-23, which is attached hereto as Exhibit "1" and incorporated by this reference.

Real Property Donation Agreement

This Real Property Donation Agreement (“Agreement”) effective December ____, 2019, is entered into between the City of Escondido (“City”), a municipal corporation, and Paul Hervieux, a married man as his sole and separate property (“Donor”), together at times referred to herein collectively as the “Parties.”

RECITALS

WHEREAS, the Donor owns in fee and without lien (tax or otherwise), mortgage, claims of right or other encumbrance of any type, certain Real Property located on Lincoln Avenue, in the City of Escondido, County of San Diego, State of California, Assessor’s Parcel Number APN: 229-101-23-00 (“Property”); and

WHEREAS, the City is a municipal corporation in San Diego County; and

WHEREAS, Donor desires to donate the whole Property, in fee, to the City, with a desire that it be used to expand the public gardens area adjacent to the Property if such use is possible, lawful and in the best interests of the City. However, Donor understands that the City is without any legal restriction or other obligation to use the Property for a specified use or disposition; and

WHEREAS, the Parties desire to take such actions, including the execution of this Agreement, the opening of escrow, the execution of a Quit Claim Deed, the release of bond proceeds, the obtaining of authority of the City to accept the donation of the Property, and the filing and recordation of any other documentation with the San Diego County Recorder, and any other relevant government agencies, necessary to complete and effect the donation transaction on or before December 31, 2019.

AGREEMENT

NOW, THEREFORE, the Parties wish to enter into this Agreement under the following terms and conditions:

1. **Transfer Documents.** Donor agrees to execute all necessary documents to effect the transfer of the ownership of the Property to the City, in fee, and without the payment of any monies by City to Donor other than as described in Paragraph 6 herein.
2. **City Authorizations and Obligations.** City agrees to obtain all necessary authorizations to accept the Property so that it may become a real property asset and holding of the City. City shall thereafter be solely responsible for the maintenance, ownership and other obligations related to the Property other than the indemnification by the Donor as provided in Section 8.
3. **Ownership upon Transfer.** Upon the filing and recordation of the necessary documentation with the San Diego County Recorder to transfer the Property from Donor to City, City shall

become the sole and exclusive owner of the Property and shall have no contractual obligation to use the Property in any manner or for any purpose.

4. Condition Precedent. City agrees to file and record with the San Diego County Recorder all documents necessary to effect the transfer of the ownership of the Property from Donor to City on or before December 31, 2019. If City does not satisfy this condition, this Agreement shall become null, void and unenforceable, the City shall have no rights to the Property and the Donor shall have no further obligations to donate or transfer the Property to the City.
5. Escrow. The Parties agree to facilitate the transfer of ownership of the Property through an escrow company specializing in real estate transactions. The Parties agree to use the services, if available, of California Coast Escrow, 1645 S. Rancho Sante Fe Road, Suite 101, San Marcos, California, 92078. If California Coast Escrow is unable or unwilling to perform as an escrow agent for this transaction, the Parties agree to cooperate to identify and select another escrow agent to perform the duties described herein.
6. Close of Escrow. The Parties agree that the escrow officer shall perform all necessary duties to transfer ownership of the Property from the Donor to the City, including but not limited to (a) the release to the City of a fully executed and complete Quitclaim Deed suitable for recording; and (b) the payment to the Donor of the development completion bond funds, previously deposited by Donor and currently in the possession of the City, in the amount of One Hundred Sixty-five Thousand, One Hundred and Thirty-seven dollars (\$165,137).
7. Waiver & Release. Donor, on behalf of himself, his heirs, beneficiaries, successors, and assigns, agrees to waive and release City, and its employees, agents, representatives, council members, successors and assigns, from any and all claims for damages, liabilities, losses, or injury related to the Property and the transaction associated with this Agreement including, but not limited to, claims from any persons or entities arising out of or related to this donation and any use of the Property prior to the transfer of ownership to the City.
8. Defense & Indemnification. Donor agrees to defend, indemnify and hold City harmless from any claim, loss, cost, damage, liability, lien, action, settlement, or judgment (including without limitation City's reasonable attorney's fees and court costs) arising out of or in connection with the acts and omissions of the Donor, or any of his employees, representatives, agents, successors, beneficiaries, assigns or contractors, arising out of or in any way related to the Property, this land transaction and this Agreement including, but not limited to any claim regarding hazardous materials now or previously existing on the Property. This indemnification shall survive the transfer of the Property to the City.
9. Donor Representations. Donor represents, and City relies on this representation of the Donor in undertaking this transaction and accepting this donation, the following:
 - a. That there are no Hazardous Materials stored on, incorporated into, located on, present in or used on the property at any time in violation of federal, state or local

laws, ordinances, regulations, rules, Orders, and codes. For purposes of this Agreement, the term “Hazardous Materials” shall mean any substance which is or contains: (i) any “hazardous substance” as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) (“CERCLA”) or any regulations promulgated under CERCLA; (ii) any “hazardous waste” as now or hereafter defined the Recourse Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) (“RCRA”) or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the state, the county, the city or any other political subdivision in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property or the use of the Property relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

- b. There are no claims against the Property by any federal, state or local government or public agency to satisfy any tax liens, agreements, lawsuits, judgments, or claims.
- c. There are no claims of right to or against the Property by any persons including the marital partners, heirs, successors, or beneficiaries of the Donor.
- d. The Property, or any part thereof, has not been dedicated to any other government agency for any purpose.

10. Miscellaneous.

- a. Merger Clause. This Agreement is the entire understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter. Further, the Agreement has been drafted and negotiated by mutual assent of the Parties and no Party shall be deemed the author of the document for purposes of interpretation.
- b. Anti-Waiver Clause. None of the provisions in this Agreement will be deemed waived by the Parties because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by a Party, in whole or in part.

- c. 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.
- d. No Third Party Beneficiaries. The terms and conditions of this Agreement are intended for the sole and exclusive benefit of the Parties, their successors and assigns, and are not intended and shall not be interpreted or construed to create any third party beneficiary rights to enforce the terms of this Agreement, or create any other rights, duties or obligations of the Parties to each other or to any third person or entity.
- e. 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.
- f. 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.
- g. Authority of Signatory. Each person signing this Agreement confirms that either he/she has authority to execute this Agreement or has authority from his/her respective client(s) to execute this Agreement on behalf of the client(s) so indicated and further confirms that the Parties have designated to that signor the rights, duties and authority of signing on behalf of the Party, and that each Party hereto agrees to be bound by each and every term of this Agreement.

IN WITNESS WHEREOF, the Parties, through their duly designated signor, have caused this Agreement to be executed and delivered as of the last date of the Party's signature.

On Behalf of **DONOR**

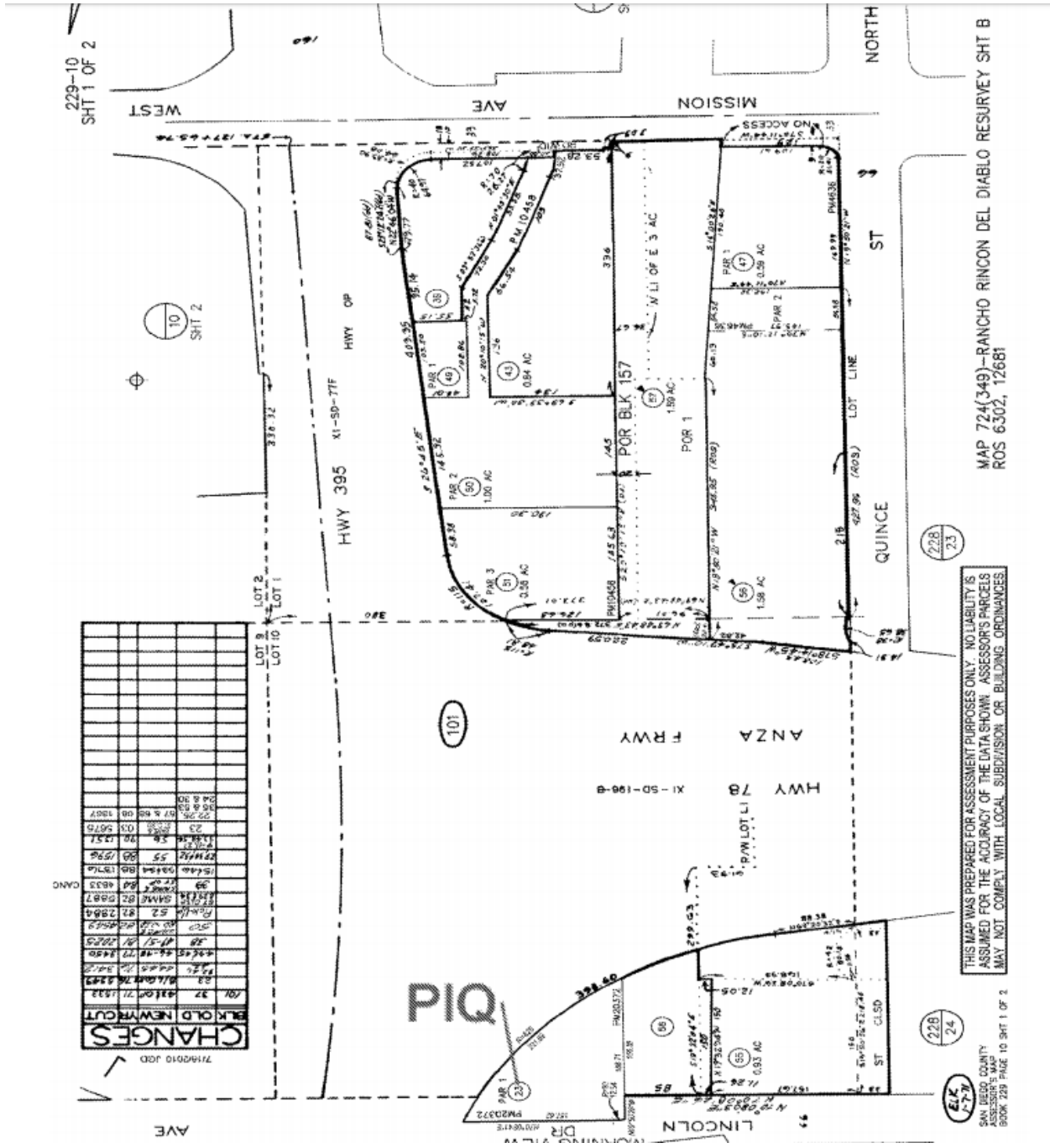
By: _____
Paul Hervieux

Date

On Behalf of **CITY**

By: _____
Jeffrey R. Epp, City Manager

Date



MAP 724(349)—RANCHO RINCON DEL DIABLO RESURVEY SHT B
 ROS 6302, 12681

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY
 ASSESSOR'S MAP
 BOOK 229 PAGE 10 SHT 1 OF 2

CITY COUNCIL STAFF REPORT

Consent Item No. 12

December 18, 2019

File No. 0470-35

SUBJECT: Purchase Twenty-two (22) 2020 Ford Hybrid Interceptor Utility Vehicles

DEPARTMENT: Public Works Department, Fleet Services Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-182 authorizing the Fleet Services Division of the Public Works Department to purchase twenty-two (22) Ford Hybrid Police Interceptor Utility Vehicles from Fritts Ford of Riverside, California, in the amount of \$852,276.92, by attaching to the County of Riverside's RFQ PURC-1634, (Request for Quote Purchasing Riverside County) and approving the disposal of the surplus vehicles via auction.

FISCAL ANALYSIS:

Sufficient funds are available in the Fleet Services 'Vehicle Replacement Fund' account no. 5208-653-715

The potential revenue generated by the disposal of the surplus property is unknown until the results of the auction are returned to the City of Escondido (City). The funds generated by the auction sale will be deposited into the Fleet Reserve Fund.

BACKGROUND:

This purchase is necessary to replace twenty-two marked police patrol Ford crown victoria vehicles. The existing patrol vehicles have been in service between 8 and 11 years, and are being replaced due to exceeding their standard service life expectancy, excessive mileage, lack of factory parts availability, and overall condition. This purchase will replace all of the remaining Ford Crown Victoria patrol cars within the Fleet. However, a few lower mileage Ford Crown Victoria police cars will be retained for use as spare vehicles.

Upon approval from the City Council, twenty-two (22) Ford Hybrid Interceptor Utility vehicles will be purchased from Fritts Ford of Riverside, California, by attaching to the County of Riverside's RFQ PUARC-1634. Article 5, Chapter 10 of the City of Escondido's Municipal Code authorizes the purchase of supplies and equipment utilizing cooperative purchase programs.

Pursuant to the City's Municipal Code, City property that is no longer required for public use can be declared surplus and may be disposed of or sold as deemed appropriate. The City's current practice of selling vehicles and equipment that have been deemed surplus property is through auction. Staff recommends the disposal of the vehicles being replaced by this purchase via auction with the City

Purchase of 2020 Ford Hybrid Interceptor Utility Vehicles
December 18, 2019
Page 2

contracted auction company. The list of vehicles to be replaced and auctioned is attached as Exhibit "A" to Resolution No. 2019-182

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joseph Goulart, Director of Public Works
12/12/19 7:38 a.m.

ATTACHMENTS:

1. Resolution No. 2019-182
2. Resolution No. 2019-182 - Exhibit "A" – List of Vehicles Being Replaced

RESOLUTION NO. 2019-182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, ON BEHALF OF THE CITY, TO AWARD THE FORD HYBRID INTERCEPTOR PURCHASE TO FRITTS FORD OF RIVERSIDE, CALIFORNIA FOR THE PURCHASE OF TWENTY-TWO (22) 2020 FORD HYBRID INTERCEPTOR POLICE VEHICLES, AND TO APPROVE THE DISPOSAL OF THE SURPLUS VEHICLES VIA AUCTION

WHEREAS, the Fleet Services Division is replacing twenty-two (22) existing Crown Victoria patrol vehicles due to excessive engine hours, increased downtime, costly repairs, meeting or exceeding their standard life expectancy of eight (8) years, and an industry wide deficiency of essential factory parts; and

WHEREAS, there are sufficient funds available in the Fleet Services Vehicle Replacement Fund, Account No. 5208-653-715; and

WHEREAS, Ford Motor Company is the manufacturer of the Hybrid Interceptor Police Patrol vehicles; and

WHEREAS, Riverside County conducted a competitive bid process for police patrol vehicles and Fritts Ford was deemed to be the lowest most responsive bidder; and

WHEREAS, the City of Escondido ("City") is utilizing a Cooperative Purchasing Contract, RFQ-PUARC-1634 ("Request for Quote Purchasing Riverside County"), through the County of Riverside, as per the Escondido Municipal Code Chapter 10, Article 5, Section 10-90, which has been conducted in a competitive manner by the State, County or any other Public or Municipal Agency; and

WHEREAS, the police patrol vehicles being replaced by this purchase, as listed on Exhibit "A" and incorporated by this reference, are deemed surplus property and are no longer required for public use; and

WHEREAS, the City Council desires at this time and deems it to be in the best Public interest to accept the recommendations of the Deputy City Manager/Administrative Services and approve the disposal of surplus vehicles via auction.

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 is authorized to approve on behalf of the City, the Cooperative Purchase by attaching to the County of Riverside's RFQ-PUARC 1634, as allowed per Escondido Municipal Code Chapter 10, Article 5, Section 10-90.
3. That the City Council approves Resolution No. 2019-182, authorizing the Fleet Services Division to purchase twenty-two (22) Ford Hybrid Interceptor Police Patrol Vehicles from Fritts Ford of Riverside, California, utilizing the County of Riverside's RFQ-PUARC 1634, in the amount not exceed \$852,276.92, which includes, delivery, all taxes, and related fees.
4. That the City Council authorizes the Deputy City Manager/Administrative Services to dispose of surplus vehicles that are being replaced by this purchase via auction with the City contracted auction company.

Patrol Vehicles Due for Replacement in FY 19-20

# of Units	<u>Unit #</u>	<u>Year</u>	<u>Make/Model</u>	<u>Typical Life Cycle in Years</u>
1	3973	2008	Ford C.V.	8
2	3980	2008	Ford C.V.	8
3	3705	2010	Ford C.V.	8
4	3707	2010	Ford C.V.	8
5	3709	2010	Ford C.V.	8
6	3710	2010	Ford C.V.	8
7	3715	2010	Ford C.V.	8
8	3716	2010	Ford C.V.	8
9	3718	2010	Ford C.V.	8
10	3019	2011	Ford C.V.	8
11	3024	2011	Ford C.V.	8
12	3025	2011	Ford C.V.	8
13	3026	2011	Ford C.V.	8
14	3035	2011	Ford C.V.	8
15	3036	2011	Ford C.V.	8
16	3037	2011	Ford C.V.	8
17	3049	2011	Ford C.V.	8
18	3051	2011	Ford C.V.	8
19	3052	2011	Ford C.V.	8
20	3706	2011	Ford C.V.	8
21	3711	2011	Ford C.V.	8
22	3714	2011	Ford C.V.	8

CITY COUNCIL STAFF REPORT

Consent Item No. 13

December 18, 2019

File No. 0470-35

SUBJECT: Award Purchase of One GapVax HV-44 Hydro-Excavation Truck

DEPARTMENT: Public Works Department, Fleet Services Division.

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-183, authorizing the purchase of one (1) GapVax Hydro-Excavation truck for a total purchase amount of \$497,975.25.

FISCAL ANALYSIS:

Sufficient funds are available in the Water Department 'Capital Outlay' account no. 5209-555-410. The purchase of this hydro-excavation truck was budgeted for and approved in the Fiscal Year 19/20 budget.

BACKGROUND:

A hydro-excavation truck, specifically built for excavation work, will allow the Water Department to do the following:

1. Reduce on the job injuries.
2. Increase efficiencies with the reduction of labor hours needed when excavating on a dig site, also reducing overtime.
3. The ability to decant (separate water from dirt/mud).
4. The ability to be used as a vacuum truck in the case of an emergency water leak or overflow.
5. Hydro-Excavation is less likely to cause damage to underground utilities when excavating.

The Escondido Municipal Code, Chapter 10, Article 5, Section 10-90, authorizes the City of Escondido ("City") to utilize cooperative purchases with state, local and other public agencies for City purchases to capitalize on efficiencies across agencies and decrease costs. The Houston-Galveston Area Council ("HGAC") conducted a competitive bid process for Hydro-Excavation Trucks and GapVax Inc. was deemed to be the lowest most responsive bidder.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joseph Goulart, Director of Public Works
12/12/19 7:38 a.m.

ATTACHMENTS:

1. Resolution No. 2019-183
2. Resolution No. 2019-183 – Exhibit 1

RESOLUTION NO. 2019-183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, ON BEHALF OF THE CITY, TO AWARD THE GAP VAX HYDRO-EXCAVATION TRUCK PURCHASE TO GAPVAX INC. FOR THE PURCHASE OF ONE (1) 2020 GAP VAX HYDRO-EXCAVATION TRUCK.

WHEREAS, the Fleet Services Division is purchasing one (1) 2020 GapVax HV-44 Hydro-Excavation Truck; and

WHEREAS, sufficient funds are available in the in the Water Department 'Capital Outlay' account no. 5209-555-410; and

WHEREAS, the purchase of this hydro-excavation truck was budgeted for and approved in the Fiscal Year 19/20 budget; and

WHEREAS, GapVax is the manufacturer of the Hydro-Excavation Truck; and

WHEREAS, the Houston-Galveston Area Council ("HGAC") conducted a competitive bid process for Hydro-Excavation Trucks and GapVax Inc. was deemed to be the lowest most responsive bidder; and

WHEREAS, the City of Escondido ("City") is a member of HGAC, Member No. 15-4548; and

WHEREAS, the City is utilizing a cooperative purchasing contract with HGAC, as per the Escondido Municipal Code Chapter 10, Article 5, Section 10-90, the City may

utilize a cooperative contract, which has been conducted in a competitive manner by the State, County or any other Public or Municipal Agency; and

WHEREAS, staff recommends purchasing one (1) GapVax Hydro-Excavation Truck from GapVax Inc. in the amount of \$ 497,975.25, which includes delivery, operator training, all taxes, and related fees; and

WHEREAS, the HGAC quote for the purchase of a GapVax HV44 Hydro Excavation Truck is listed as Exhibit "1," which is attached to this Resolution and is incorporated by this reference.

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 approves Resolution No. 2019-183 authorizing Fleet Services Division to purchase one (1) GapVax Hydro-Excavation Truck from GapVax Inc., utilizing a cooperative purchase contract with HGAC, as allowed per Escondido Municipal Code Chapter 10, Article 5, Section 10-90, in the amount of \$497,975.25, which includes delivery, operator training, all taxes, and related fees.



November 26, 2019

Dear Customer:

Please review the attached Purchase Overview breakdown. Feel free to contact us if you have any questions. Thank you

Chassis	\$157,000.00
Body	\$305,158.00
Total	\$462,158.00

Sales Tax 7.75% \$35,817.25

Grand Total with Tax \$497,975.25*

Matt Cooper
Regional Sales Manager
814-418-4539 Cell
814-535-6766 Office
mcooper@gapvax.com

*Please note that pricing is good for 90 days



CONTRACT PRICING WORKSHEET
 For MOTOR VEHICLES Only

Contract No.: SC01-18

Date Prepared: 11/26/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Escondido	Contractor:	GapVax Inc.
Contact Person:		Prepared By:	
Phone:		Phone:	814-535-6766
Fax:		Fax:	814-539-3671
Email:		Email:	
Product Code:	D020	Description:	CHA150 HV44-400 -MACK GU713 6 X 4 - 455 HP - 66,000 LB. GVWR - AUTO

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 157000

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
 (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
			Subtotal B:
			0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
 (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
			Subtotal From Additional Sheet(s):
			Subtotal C:
			0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	157000	=	Subtotal D:	157000
-------------------	---	--------------------------	--------	---	-------------	--------

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E:

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
			Subtotal F:
			0

Delivery Date: **G. Total Purchase Price (D+E+F):** 157000

CITY COUNCIL STAFF REPORT

Consent Item No. 14

December 18, 2019

File No. 0600-10, A-2708

SUBJECT: Second Amendment to the Computer Aided Dispatch (CAD) Master Maintenance Agreement

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-185 authorizing the Mayor and City Clerk to execute a Second Amendment to the Maintenance Agreement with Northrop Grumman Information Technology, Inc., for the existing Computer Aided Dispatch (CAD) System.

FISCAL ANALYSIS:

The Police Department Operating Budget will cover the cost of the CAD Software Maintenance Second Amendment. The following costs will be incurred from 2020 through 2024:

<u>Calendar Year</u>	<u>Annual CAD Maintenance Cost</u>
2020	\$184,360
2021	\$193,579
2022	\$203,257
2023	\$213,421
2024	\$224,092

PREVIOUS ACTION:

On July 23, 2014, City Council approved a Computer Aided Dispatch (CAD) Upgrade.

On January 7, 2015, City Council approved Computer Aided Dispatch (CAD) Master First Amendment to the Maintenance Agreement.

BACKGROUND:

Escondido Police and Fire use a Computer-Aided Dispatch (CAD) system created and supported by Northrop Grumman. The CAD system is used to facilitate incident response and communication in the field with Police and Fire units that utilize Mobile Data Computers (MDCs). The CAD system is used for resource management, location verification, dispatching resources, unit status management and transfer of data to other reporting/management systems.

The CAD system allows Escondido's Public Safety Dispatchers to quickly determine where the event is occurring, establish the nature of the emergency, and send the appropriate available resources.

The Northrop Grumman CAD system was installed in November 2008 and was supported for 12 months under a warranty provision in the original implementation contract. The CAD system is running on 14 virtual servers that support 24/7/365 Dispatch, Police and Fire Emergency operations. There are approximately 200 CAD users (25 workstations and 175 Mobile computers) connected to the system. Northrop Grumman holds all proprietary rights to the CAD system.

The initial software maintenance agreement was signed with Northrop Grumman in January 2010, and the First Amendment to the maintenance agreement was signed in January 2015. The maintenance agreements included the following:

- Technical support (24 hours a day, 365 days a year) for the CAD software, Mobile Data Computer (MDC) software, and the data interfaces for external applications that receive data from the CAD system
- Software upgrades to the CommandPoint CAD system
- Server and hardware support

This Second Amendment to the CAD Master Maintenance Agreement is an extension of the original 5-year maintenance agreement established in January 2010. City Council approval today will allow police and fire personnel to continue using the CommandPoint CAD system.

The Police and Information Systems Departments researched alternative solutions. Staff concluded that continuing the maintenance agreement with Northrop Grumman is the best option to ensure community safety.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Craig Carter, Chief of Police
12/11/19 3:09 p.m.

ATTACHMENTS:

1. Resolution No. 2019-185

RESOLUTION NO. 2019-185

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 SECOND AMENDMENT TO THE MAINTENANCE AGREEMENT WITH NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.

WHEREAS, the Police and Fire Departments' Computer Aided Dispatch (CAD) System requires a maintenance plan to efficiently support the City's emergency operations; and

WHEREAS, Northrop Grumman has proprietary rights over the City's CAD System; and

WHEREAS, the Police Department's operating budget will fund the annual costs of the maintenance agreement.

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

1. That the above recitations are true.
2. That the City Council shall authorize the Mayor and City Clerk, to execute, on behalf of the City, a Second Amendment to the CAD Maintenance Agreement with Northrop Grumman Information Technology, Inc.

CITY COUNCIL STAFF REPORT

Consent Item No. 15

December 18, 2019

File No. 0600-10, A-3323

SUBJECT: Alarm Management Services

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-186 authorizing the Mayor and the City Clerk to execute a Consulting Agreement with Alarm Program Systems, LLC for alarm management services for the Police and Fire Departments.

FISCAL ANALYSIS:

This action will not impact the General Fund Budget. Alarm fees are collected as a cost recovery effort for services provided to the community. The City of Escondido (City) collects 84% of each fee. The remaining 16% covers the vendor's compensation for providing alarm management services.

PREVIOUS ACTION:

On November 16, 2016, the City Council adopted Resolution No. 2016-169 to change false alarm Ordinance No. 2004-12. The following changes were adopted:

Description	2016 Fee	Current Fee
Police Residential Alarm Registration Fee	\$15/yr.	\$25/yr. (Seniors 55 and older \$15)
Police Commercial Alarm Registration Fee	\$15/yr.	\$50/yr. (Seniors 55 and older \$15)
False Alarm 1 [rolling 365 day period]	No Charge	No Charge
False Alarm 2 [rolling 365 day period]	No Charge	\$25 (May be reduced after Alarm School)

On January 1, 2017, the City began using Alarm Program Systems, LLC as its alarm vendor.

BACKGROUND:

Approximately 5,640 citizens and businesses have burglary alarms, and 582 have fire alarms. While alarm systems play an important role in detecting and deterring crime, the involvement of the City's public safety departments, Police and Fire, when an alarm goes off, is inevitable. Of greater concern are false alarms, which often involve an emergency type response, where no emergency exists. The City averages approximately 6,296 false burglary alarms each year as well as 531 false fire alarms.

The City requires citizens and business owners to register and properly maintain alarm systems. Escondido Municipal Code Section 6A - Burglary, Robbery, Fire Alarm Systems, refers to these requirements. Section 6A-3 requires alarm registration and Section 6A-4 requires alarm prevention fees. The Municipal Code also states that alarm registration fees and alarm prevention fees shall be periodically established by resolution of the City Council.

Alarm Program - The City of Escondido uses an alarm management vendor to provide alarm program administration services including registration, billing, and education. Alarm program administration is intended to increase safety through improved compliance and reduce false alarms through education.

Alarm Prevention Fee - False alarm responses prevent public safety personnel from attending to real emergencies. In an effort to curb false alarms, the City's alarm management vendor provides alarm school to educate citizens on ways to avoid false alarms. An alarm prevention fee also encourages responsible alarm ownership.

Alarm Registration and Registration Fee - Alarm registration maintains current addresses and contact information for alarm owners. In the event of an alarm activation, the registered owner can be promptly notified if the City has accurate contact information. When officers encounter an alarm activation and observe forced entry at a residential or commercial building accurate responsible party information is necessary to secure the property. If the contact information is not accurate, officers are required to stay at the location or call out public works employees to secure the property with plywood until the owner is reached. Officers that are left to guard an unsecured property are not available to respond to more critical and potentially life-saving calls for service.

Efficient Alarm Management for Citizens - Partnering with an alarm management vendor allows the City of Escondido to provide an automated method for citizens to manage their alarm systems. Online registration, account history, payment schedules, and false alarm notifications are available through the vendor's alarm management portal. This allows citizens to conveniently manage their alarm activity. Additionally, citizens have quick access to the vendor's customer service representatives if clarification or assistance is needed throughout the alarm management process.

Alarm registration and false alarm prevention fees have been evaluated. Staff determined that the current fees cover an appropriate portion of costs associated with the City's response to alarm management. At this time, staff does not recommend changes to the alarm fees.

It is recommended that the City continue its service to the community by executing an agreement for alarm management services. Through an open competitive bidding process, staff evaluated several responsive vendors in categories including: experience and qualifications; pricing; online education and outreach; and customer service. The City has established that Alarm Program Systems, LLC., is the most responsible bidder whose proposal was determined to be the most responsive and advantageous to the City. Adoption of Resolution No. 2019-186 would authorize the Mayor and the City Clerk to execute a Consulting Agreement with Alarm Program Systems, LLC for alarm management services for the Police and Fire Departments. The agreement term will cover three years with two optional, annual contract extensions.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Craig Carter, Chief of Police
12/11/19 3:09 p.m.

Alarm Management Services
December 18, 2019
Page 3

ATTACHMENTS:

1. Resolution No. 2019-186
2. Resolution No. 2019-186 – Exhibit 1 Consulting Agreement with Alarm Program Systems, LLC

RESOLUTION NO. 2019-186

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
ALARM PROGRAM SYSTEMS, LLC

WHEREAS, alarm and false alarm fees are regulated per City of Escondido (“City”) Municipal Codes: 6A; 6A-3; 6A-4; and

WHEREAS, through an open competitive bidding process, staff evaluated several responsive vendors, and the Police Department staff deemed Alarm Program Systems, LLC, to be the most responsible bidder whose proposal was determined to be the most responsive and advantageous to the City; and

WHEREAS, the City would like to enter into a Consulting Agreement (“Agreement”) with Alarm Program Systems, LLC, to administer the alarm management program.

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 Chief of Police to continue its service to the community by executing an Agreement for alarm management services..
3. That the Mayor and City Clerk are authorized to execute, on behalf of the

City, an Agreement with Alarm Program Systems, LLC to provide alarm program management services to the City. A copy of the Agreement is attached to this Resolution as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this _____ day of December, 2019.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Paul McNamara, Mayor
760-839-4610
("CITY")

And: ALARM PROGRAM SYSTEMS, LLC
360 Civic Drive – Suite C
Pleasant Hill, CA 94523
Attn: Jim Huchingson
510-267-0414
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide alarm management services for alarm billing and related services operated by the City of Escondido Police and Fire Departments; 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," an amount not to exceed \$60,000 annually. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Term. The term of this agreement shall be for three (3) years. The City may renew this Agreement for two (2) additional one-year renewal terms at the City's election. The CITY may terminate this Agreement at any time after 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: _____

ALARM PROGRAM SYSTEMS, LLC

Jim Huchingson, President

APPROVED AS TO FORM:

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

By: _____

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

Attachment A

Scope of Services

1. The contractor, Alarm Program Systems, LLC, will provide services over the alarm program for the City of Escondido.
2. The contractor will monitor and maintain all matters related to the City of Escondido's alarm program. The contractor shall be the main contact to all city residents and business owners regarding the city's alarm program. The contractor's services shall consist of
 - a. Being the main contact for alarm customers who have questions about alarm billing procedures, false alarm fees, and alarm ordinance concerns.
 - b. Generating and issuing notices to all residents and business owners.
 - c. Generating permits, billing statements, and registration fees.
 - d. Collecting payments consistent with the terms of the City of Escondido's alarm ordinance.
3. The contractor shall maintain complete and accurate accounting records of each customer's account, including customer information, registration dates and renewals, amounts due and collected, false alarms and appeals.
4. The contractor shall produce monthly, quarterly and yearly reports for the City of Escondido. These reports shall include the number of alarm registrations billed and collected for residential and commercial customers. In addition, these reports shall include all false alarms and fines for the specified period by type and category.
5. The contractor shall maintain their records in good working order to include safeguarding confidential information pertaining to our residents' private information. Moreover, the contractor shall maintain staffing levels necessary to implement the City of Escondido's alarm program.

Compensation

1. The City of Escondido will compensate the contractor for their services at the rate of 16% of all amounts collected related to residential, commercial, false alarms, and applicable fines. Compensation is based on calendar year and shall not exceed \$60,000 annually.



CITY COUNCIL STAFF REPORT

Consent Item No. 16

December 18, 2019

File No. 1200-40

SUBJECT: Mobile Data Computer Purchase for Patrol Vehicles

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-187 authorizing the Chief of Police or his designee to execute necessary documents on behalf of the City of Escondido (City) to purchase 79 mobile data computers (MDC) for police patrol vehicles.

FISCAL ANALYSIS:

The Police Department Operating Budget will cover procurement costs.

PREVIOUS ACTION:

None.

BACKGROUND:

The Escondido Police Department is due to replace a group of ruggedized laptops that are used as mobile data computers (MDCs) mounted in police vehicles. The MDCs provide a direct connection to the Public Safety Communication Center and the Computer Aided Dispatch (CAD) system. This data connection provides incident information and mapping for first responders. The MDC also provides the ability to communicate unit status changes and automatically documents those changes with a timestamp in CAD.

Information Systems and Police personnel worked together to identify current and future needs of first responders. Staff is recommending the replacement of 79 mobile ruggedized laptops. The typical replacement cycle for mobile laptops is five years; most of the current MDCs are over seven years old with expired warranties. Servicing these aging MDCs is no longer cost effective and replacements are needed to maintain operational efficiency.

Staff researched, field tested, and fiscally analyzed several MDC models. It was determined that the Dell 5420 is the most efficient MDC for the Escondido Police Department. The City Manager declared in writing that the Dell 5420 is required to meet quality and performance criteria established by the Information Systems and Police Departments, and as such, has been standardized for the City. Per the Escondido Municipal Code, staff may dispense with formal bidding procedures to procure the standardized MDCs.

Mobile Data Computer Purchase for Patrol Vehicles
December 18, 2019
Page 2

The adoption of Resolution No. 2019-187 will authorize the Chief of Police or his designee to execute necessary documents on behalf of the City to purchase 79 MDCs for approximately \$165,000. This cost is covered by the Police Department Operating Budget.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Craig Carter, Chief of Police
12/11/19 3:09 p.m.

ATTACHMENTS:

1. Resolution No. 2019-187

RESOLUTION NO. 2019-187

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE CHIEF OF POLICE OR
HIS DESIGNEE, TO EXECUTE, ON BEHALF
OF THE CITY, THE PURCHASE OF MOBILE
DATA COMPUTERS FOR THE POLICE
DEPARTMENT

WHEREAS, the City of Escondido ("City") will standardize all mobile data computers for Escondido Police Vehicles; and

WHEREAS, the mobile data computers currently mounted in police vehicles no longer meet the technology needs of responding units that serve the citizens of Escondido; and

WHEREAS, the mobile data computers provide a direct connection to the Public Safety Communication Center and Computer Aided Dispatch ("CAD") system; and

WHEREAS, due diligence has been done to determine the best product available to meet the needed criteria and standardize the Escondido Police Department's mobile data computers.

WHEREAS, the City Manager has made a finding that the MDC equipment has been standardized by the city consistent with the Escondido Municipal Code Section 10-103(c).

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

1. That the above recitations are true.

2. That the Mayor and City Council authorize the Chief of Police or his designee to execute necessary documents on behalf of the City to purchase mobile data computers for Escondido Police Vehicles for an amount not to exceed \$165,000.

CITY COUNCIL STAFF REPORT

Consent Item No. 17

December 18, 2019

File No. 0600-10, A-3058

SUBJECT: Fifth Amendment to the Consulting Agreement for the Citracado Parkway Improvement Project

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-189, authorizing a Fifth Amendment to the Consulting Agreement with Brian F. Smith and Associates, Inc. (BFSA) for archeological services in the amount of \$392,600 for the Citracado Parkway Extension (Project).

FISCAL ANALYSIS:

The estimated total project cost is \$31.6 million. Funds in the amount of \$27.5 million have been budgeted for the Project, including a \$12.5 million Local Partnership Program grant, a competitive grant of SB-1 funds selected by Caltrans. Construction cost estimates updated in May 2019 show the anticipated cost of construction is \$26.3 million. The Capital Improvement Program (CIP) budget recommends programming of TransNet and Traffic Impact Fee funds in the amount of \$1.3 million in FY 20/21.

PREVIOUS ACTION:

On August 22, 2012, the City Council approved a Consulting Agreement with BFSA in the amount of \$496,000 for archeological services for the Project; and authorized staff to approve the First Amendment, in the amount of \$475,000, to complete the data recovery program required as mitigation measure by the environmental impact report. On September 9, 2014, the City Council approved the Second Amendment, in the amount of \$227,438, as necessary to process the large volume of artifacts discovered and to prepare a National Historic Preservation Act Section 106 study. Staff approved the Third Amendment on September 13, 2017, and the Fourth Amendment on October 1, 2018, totaling \$31,225 for continued support services required to obtain resource agency permits.

BACKGROUND:

All resource agency permits necessary for the project have been secured. The Army Corps of Engineers has issued a permit and a Memorandum of Agreement (MOA) with the State Historic Preservation Officer and affected Native American Tribes. The MOA requires certain archeological work, including screening of culturally sensitive soils within the project footprint. Monitoring by Native

American representatives and processing of any encountered cultural resources is also required. Staff requests authorization to sign the MOA.

City Council approval of the Fifth Amendment to the BFSA Consulting Agreement is requested in order to complete the required pre-grading archeological services specified in the MOA. It is anticipated that this preconstruction phase of work will be completed within two to three months and in advance of construction of the project that will begin mid-2020.

Project Status:

Utility Companies expect to complete design for relocation of the power distribution and communications systems by Spring 2020. Utility designs will be incorporated into the project's construction drawings. SDG&E completed value engineering for the relocation of the transmission electric system and is currently updating their final designs. Fabrication of new steel poles is anticipated to begin in January with delivery planned for May 2020.

Revisions to project plans and specifications to address Citywide and utility plan review comments is currently underway. Final plans and specifications for bidding are expected in Spring 2020.

Construction is anticipated to begin in mid-2020, and require approximately 18-months to complete.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
12/12/19 10:08 a.m.

ATTACHMENTS:

1. Resolution No. 2019-189
2. Resolution No. 2019-189 - Exhibit "1" Fifth Amendment to Consulting Agreement with BFSA

RESOLUTION NO. 2019-189

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 FIFTH AMENDMENT TO THE CONSULTING AGREEMENT WITH BRIAN F. SMITH AND ASSOCIATES, INC. FOR THE CITRACADO EXTENSION PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the Citracado Extension Project (“Project”); and

WHEREAS, additional archeological services are requested of Brian F. Smith and Associates, Inc. (“BFSA”) for preconstruction work to comply with Project permitting requirements in the amount of \$392,600; and

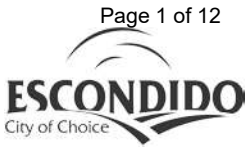
WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Fifth Amendment to the Consulting Agreement with BFSA for archeological services in the amount of \$392,600 for the Project.

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

1. That the above recitations are true.
2. That Mayor and City Clerk are authorized to execute, on behalf of the City, a Fifth Amendment to the Consulting Agreement with BFSA, which is attached and incorporated to this Resolution as Exhibit “1,” and subject to final approval as to form by the City Attorney.

3. That the Director of Engineering Services/City Engineer is authorized to execute a Memorandum of Agreement with the United States Army Corps of Engineers and the California State Historic Preservation Officers regarding the adverse effects from the Citracado Parkway Extension project.

4. The City Manager is authorized to make any additional amendments to the Consulting Agreement, in an amount not to exceed \$100,000.



CITY OF ESCONDIDO
FIFTH AMENDMENT TO CONSULTING AGREEMENT

This "Amendment" is made this _____ day of _____, 20__.

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

And: Brian F. Smith and Associates, Inc.
 14040 Poway Road, Suite A
 San Diego, CA 92064
 Attn: Brian F. Smith
 (858) 679-8218
 ("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on August 22, 2012 ("Agreement"), wherein CITY retained CONSULTANT to provide services for cultural resources data recovery for the Citracado Parkway, Andreasen Drive to West Valley Parkway Project; and

- B. CITY and CONSULTANT 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 CONSULTANT as follows:

- 1. The CONSULTANT will furnish the services described in "Attachment A" to this Amendment.

- 2. CITY will compensate the CONSULTANT in an additional amount not to exceed \$392,600, pursuant to the conditions contained in "Attachment A" to this Amendment.

- 3. All additional terms under the Agreement between CITY and CONSULTANT still apply to the additional work to be performed by CONSULTANT under this Amendment. If any of the terms of this Amendment conflict with the Agreement, this Amendment must 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: _____

Brian F. Smith and Associates, Inc.

_ Brian F. Smith
President

APPROVED AS TO FORM:

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

(The above signature should be notarized)

By: _____

Attachment "A"

**Brian F. Smith and Associates, Inc.
Cultural Resources Mitigation Monitoring Program**

A. **General.**

Brian F. Smith and Associates, Inc. ("Consultant") shall provide services for the City of Escondido ("City") for the pre-construction phase of the Cultural Resources Mitigation Monitoring Program (the "Mitigation Program") required as part of the approved Environmental Impact Report for the Citracado Parkway Extension Project and as part of the Memorandum of Agreement ("MOA") attached to the United States Army Corps of Engineers ("USACE") Clean Water Act Section 4040 Permit for this project.

B. **Services**

Consultant shall provide the City services in accordance with the proposal attached hereto and incorporated by reference. Said services shall be consistent with the requirements in the MOA.

C. **Rates.**

The City will pay Consultant for the Mitigation Program in an amount not to exceed \$392,600.00, in accordance with the proposal.

D. **Payment.**

Consultant will invoice City on a monthly basis for work completed. Invoices will be paid within 30 days of receipt.



Brian F. Smith and Associates, Inc.

Archaeology / Biology / History / Paleontology / Air Quality / Traffic / Acoustics

**Citracado Parkway Extension Project
Mitigation Monitoring Program Proposal
Pre-Construction Phase**

Brian F. Smith and Associates (BFSA) has prepared the following proposal for the City of Escondido to present the scope of work for the pre-construction phase of the cultural resources mitigation monitoring program required as part of the approved Environmental Impact Report for the Citracado Parkway Extension Project and as part of the Memorandum of Agreement (MOA) attached to the United States Army Corps of Engineers (USACE) Clean Water Act Section 404 Permit for this project. This scope of work will reflect only the pre-construction tasks for the mitigation program. Other mitigation tasks, such as the monitoring of grading, will be presented in a subsequent proposal for the construction phase of the project.

The construction of Citracado Parkway will impact prehistoric Native American sites SDI-8280 and SDI-12,209. Both of these sites have been extensively studied under both state (California Environmental Quality Act) and federal (National Historic Preservation Act Section 106) regulations and impacts to these significant sites have been mitigated through an archaeological data recovery program. However, because human remains were identified at SDI-12,209, pre-construction mitigation measures have been assigned to the project to search for and recover any human remains that may still exist at SDI-12,209.

Scope of Work — Pre-Construction Mitigation Monitoring Program

The mitigation monitoring program for the Citracado Parkway Extension Project will be directed by Consulting Archaeologist Brian Smith and Senior Archaeologist Tracy Stropes. All archaeological fieldwork and monitoring of earthwork will be completed by BFSA staff. Native American monitoring will be provided by Saving Sacred Sites for the Luiseño and by Red Tail Environmental for the Kumeyaay. The pre-construction tasks to be accomplished by BFSA and the Native American participants are provided below.

Pre-Construction Tasks

1. Prior to the initiation of any field monitoring or other mitigation tasks, the City shall transmit written verification to the USACE from BFSA that a qualified archaeological consultant has been retained and that the Native American representatives have been contracted for their participation.
2. If requested by the Native American tribes, Pre-Excavation Agreements will be prepared and executed. All parties have agreed to the MOA processed through the USACE, and that MOA may suffice in lieu of any Pre-Excavation Agreement. Continued Native American consultation will be part of the scope of work for this project.
3. Prior to the start of any pre-construction activities, the limits of work in the area of the archaeological sites shall be staked and delineated with orange construction fencing.
4. Prior to the initiation of any pre-construction activities or archaeological mitigation work, a secure storage container shall be located in a safe and secure location within the project to accept any human remains and/or associated burial goods/funerary objects. The Native American representatives have requested this secure storage unit to ensure that any human remains are keep safe.
5. Prior to the initiation of any pre-construction activities, an on-site construction trailer shall be situated at the project to serve as a field laboratory to search for and separate any human remains from the other prehistoric artifacts. This request was made by the Native American representatives as part of the USACE MOA. The Native American representatives would prefer to keep all potential human remains on-site rather than transporting them to the archaeological laboratory at the BFSA offices. To the extent necessary, BFSA will stage the field laboratory trailer with all necessary equipment to conduct the sorting and preliminary identification of artifacts and potential human remains/burial goods. All potential human remains and any artifacts claimed to be burial goods shall be placed in a secured container on site until repatriated. All other artifacts will be returned to the BFSA archaeological laboratory for processing.

6. The cultural deposit at SDI-12,209 Locus 1 within the limits of the road alignment shall be mechanically removed and screened prior to any construction work. As stipulated in the MOA, the removal of the cultural deposit will be accomplished through the use of a paddle-wheel scraper that will facilitate very shallow cuts of the archaeological deposits. The shallow cuts will be closely monitored to detect any cultural features, human remains, or other anomalies that would require focused archaeological data recovery excavations. All cultural soil generated by this controlled grading process will be first mechanically screened and the recovery from that process will be hydro-screened. The approximate area of SDI-12,209 Locus 1 to be included in the controlled grading area is approximately 4,000 square meters and the volume is approximately 3,800 cubic meters (approximately 4,980 cubic yards). The BFSA will supply the mechanical excavation equipment and operator for the controlled soil removal operation and for any backhoe excavations that may be required. The mechanical excavation process will stop when non-cultural formational soil is encountered or the designed depth of grading has been achieved. The pre-construction mechanical cultural soil removal process will require four weeks to complete.
7. Any potentially significant deposits or features associated with the prehistoric occupation that are identified as a consequence of the pre-construction mechanical removal of the cultural deposit shall be subjected to supplemental data recovery excavations. The quantity of test units that may be required to complete the supplemental data recovery process will be dependent upon the nature of any discoveries made. The methods and protocols for archaeological test units will follow the methods previously established by BFSA for the 2014 data recovery mitigation program. This task would be conducted concurrently with the mechanical soil removal process.
8. All cultural soil generated by the pre-construction mechanical excavation of the cultural deposit or any supplemental data recovery excavations will be screened to recover all cultural materials and any human remains. The screening of soil for cultural material will include two techniques: mechanical bulk screening and hydro-screening. The mechanical bulk screening of controlled grading materials, estimated at approximately 4,980 cubic yards, will separate soil from all materials larger than one-eighth of an inch in size. The recovered bulk material from the mechanical screening will then be hydro-screened to wash away any remaining soil clumps or dust from the collection. The process of hydro-screening soil to maximize the recovery of artifacts will require the construction of a deck or platform that will allow water

and non-cultural soil to flow through the screens and collect downslope. All soil generated by the supplemental data recovery excavations or any additional archaeological test units will be hydro-screened.

The initial sorting of all of the screened material will be conducted at the temporary laboratory on-site. Pre-Grading Task 5 above discussed the MOA requirement to have a field laboratory present on the project to facilitate the initial sorting process to identify and separate all human remains and potential burial goods. Any human remains, ceremonial objects, or grave goods as identified by the Native American monitors shall be stored in a secured container on-site until the repatriation location has been prepared for use. All artifacts that are sorted but are not associated with human remains will be returned to the BFSA laboratory for further analysis. The screening and sorting of the cultural soil will require between four and six weeks to complete.

Schedule — Pre-Construction Phase Only

The tasks listed for the pre-construction phase will require two to three months to complete. The tasks associated with grading and post-grading phases will be scheduled as part of the construction program for Citracado Parkway.

Estimated Budget for the Mitigation Monitoring Program — Pre-Construction Phase Only

The tasks listed for the pre-construction phase of the mitigation monitoring program will be invoiced on a time and materials basis. The budget for the remaining mitigation tasks will be presented in a subsequent proposal as part of the construction phase of the project. The calculation of the budget for the pre-construction tasks will be based upon the estimated time required for these tasks. However, because this process has the potential to generate unanticipated discoveries and costs, this budget may require change orders should the estimated effort exceed the projected budget expectations.

Table 1
Budget Estimate for the Pre-Construction Phase
of the Mitigation Monitoring Program

Task	Description	Personnel	Projected Hours	Rate	Total
1	Verification Notice and Agency Notification	B. Smith	2	\$200.00	\$400.00
2	Pre-Excavation Agreements with Tribes (If Needed)	B. Smith	5	\$200.00	\$1,000.00
3	Field Delineation of Archaeological Site Boundaries	B. Smith	2	\$200.00	\$400.00
		Field Supervisor	8	\$75.00	\$600.00
		Field Archaeologists	8	\$65.00	\$520.00
		Native American Monitors	16	\$65.00	\$1,040.00
		Materials	1	\$600.00	\$600.00
4	Secure Storage Arrangements	B. Smith	1	\$200.00	\$200.00
		Field Supervisor	4	\$75.00	\$300.00
		Rental of Storage Unit	1	\$1,000.00	\$1,000.00
		Native American Monitors	4	\$65.00	\$260.00
5	Preparation for Field Laboratory Trailer	B. Smith	4	\$200.00	\$800.00
		Field Supervisor	4	\$75.00	\$300.00
		Lab Supervisor	8	\$75.00	\$600.00
		Project Manager	4	\$95.00	\$380.00
		Rental of Lab/RR	1	\$3,500.00	\$3,500.00
		Materials/Lab Equipment	1	\$1,500.00	\$1,500.00

Task	Description	Personnel	Projected Hours	Rate	Total
6	Mechanical Excavation and Removal of Cultural Deposit	B. Smith	20	\$200.00	\$4,000.00
		Project Archaeologist	20	\$85.00	\$1,700.00
		Field Supervisor	120	\$75.00	\$9,000.00
		Field Archaeologists	360	\$65.00	\$23,400.00
		Grading Equipment and operator	1	\$30,000.00	\$30,000.00
		Native American Monitors	320	\$65.00	\$20,800.00
7	Supplemental Data Recovery Excavations	B. Smith	20	\$200.00	\$4,000.00
		Field Supervisor	80	\$75.00	\$6,000.00
		Field Archaeologists	300	\$65.00	\$19,500.00
		Native American Monitors	200	\$65.00	\$13,000.00
		Project Archaeologist	20	\$85.00	\$1,700.00
		Meetings Budget	1	\$1,000.00	\$1,000.00
8	Bulk Soil Screening and Sorting of Recovered Cultural Material for Identification and Separation of Human Remains	B. Smith	20	\$200.00	\$4,000.00
		Project Archaeologist	40	\$85.00	\$3,400.00
		Field Supervisor	120	\$75.00	\$9,000.00
		Field Archaeologists	800	\$65.00	\$52,000.00
		Native American Monitors	480	\$65.00	\$31,200.00
		Mechanical Screen Rental	1	\$60,000.00	\$60,000.00
		Materials for Archaeological Screening Platform	1	\$1,500.00	\$1,500.00
		Laboratory Supervisor	120	\$75.00	\$9,000.00

Task	Description	Personnel	Projected Hours	Rate	Total
		Laboratory Technicians	800	\$65.00	\$52,000.00
		Rental Equipment and operator	1	\$18,000.00	\$18,000.00
	Reimbursable budget			\$5,000.00	\$5,000.00
Total					\$392,600.00

The total budget for the pre-construction phase is \$392,600.00. During this phase of the mitigation program, the potential exists that discoveries could be made, including intact human burials, that will expand the task of clearing the area of SDI-12,209 Locus 1 within the Citracado Parkway alignment. Any changes to the scope generated by discoveries will be discussed with the City in a change order request.

Invoicing

The proposed pre-construction mitigation program for the Citracado Parkway Extension Project will be conducted on a time and materials basis. A budget for those tasks been presented in Table 1; however, the actual cost of mitigation will be influenced by a number of factors, including the extent of the supplemental archaeological data recovery work, discoveries made, soil conditions, Native American issues, the controlled grading process, and weather. The projected budget should suffice to complete this phase of the project; however, the potential exists that the budget is not adequate and would require change orders to supplement the budget. The hourly rates to be used for BFSA personnel for this project are provided in Attachment 1.

The reimbursable charges will include mileage (charged at \$0.59 per mile), rental equipment (backhoe, generator, water pumps), field materials (lumber, screens, tarps, etc), and report copy charges. A budget for reimbursable charges has been added to Table 1. Invoices will be submitted monthly on a time and material basis. BFSA will contract directly with the Saving Sacred Sites and Red Tail Environmental and their invoices will be incorporated into our billing process. Invoices will be due and payable within 30 days of receipt.

If you have any questions about the scope or budget estimate for the data recovery program, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian F. Smith". The signature is stylized with a large, sweeping flourish at the end.

Brian F. Smith
BFS:ks

Attachment 1: 2019-2020 Schedule of Hourly Rates

Brian F. Smith and Associates, Inc.

Brian F. Smith and Associates, Inc. (BFSA) is a California corporation with offices in San Diego and Poway, California. Our schedule of hourly rates listed below represents our standard charges for consulting services associated with archaeology, history, paleontology, Native American consultation, and biology. Current personnel classifications and rates are as follows.

<u>Consulting Services</u>	<u>Hourly Rate</u>
Principal Consultant.....	\$200.00
Director of Operations	\$ 95.00
Project Archaeologist.....	\$ 85.00
Archaeological Field Supervisor	\$ 75.00
Archaeological Field Technician	\$ 65.00
Laboratory Supervisor	\$ 75.00
Laboratory Technician	\$ 60.00
Historic Research Assistant.....	\$ 70.00
Archaeological Monitor	\$ 65.00

<u>Support Services</u>	
GIS/GPS Mapping Services, Production/Implementation	\$ 70.00
Graphics Artist/Draftsperson.....	\$ 65.00
Word Processor/Editor	\$ 65.00
Clerical Support.....	\$ 55.00

Reimbursable Charges
 Copy Charges (B/W- \$0.08/copy; Color \$0.90/copy); mileage (\$0.59/mile); postage/delivery charges; and any scanning/binding of documents will be charged at the clerical support rate.

<u>Additional Cost Rates</u>	
Native American Monitors	\$ 65.00
Specialists (GIS or Photography)	\$ 100.00

Attachment "A"

Brian F. Smith and Associates, Inc.
Cultural Resources Mitigation Monitoring Program

A. **General.**

Brian F. Smith and Associates, Inc. (Consultant) shall provide services for the City of Escondido (City) for the pre-construction phase of the Cultural Resources Mitigation Monitoring Program (the Mitigation Program) required as part of the approved Environmental Impact Report for the Citracado Parkway Extension Project and as part of the Memorandum of Agreement (MOA) attached to the United States Army Corps of Engineers (SACE) Clean Water Act Section 4040 Permit for this project.

B. **Services**

Consultant shall provide the City services in accordance with the proposal attached hereto and incorporated by reference. Said services shall be consistent with the requirements in the MOA.

C. **Rates.**

The City will pay Consultant for the Mitigation Program in an amount not to exceed \$392,600.00, in accordance with the proposal.

D. **Payment.**

Consultant will invoice City on a monthly basis for work completed. Invoices will be paid within 30 days of receipt.



Brian F. Smith and Associates, Inc.

Archaeology / Biology / History / Paleontology / Air Quality / Traffic / Acoustics

**Citracado Parkway Extension Project
Mitigation Monitoring Program Proposal
Pre-Construction Phase**

Brian F. Smith and Associates (BFSA) has prepared the following proposal for the City of Escondido to present the scope of work for the pre-construction phase of the cultural resources mitigation monitoring program required as part of the approved Environmental Impact Report for the Citracado Parkway Extension Project and as part of the Memorandum of Agreement (MOA) attached to the United States Army Corps of Engineers (USACE) Clean Water Act Section 404 Permit for this project. This scope of work will reflect only the pre-construction tasks for the mitigation program. Other mitigation tasks, such as the monitoring of grading, will be presented in a subsequent proposal for the construction phase of the project.

The construction of Citracado Parkway will impact prehistoric Native American sites SDI-8280 and SDI-12,209. Both of these sites have been extensively studied under both state (California Environmental Quality Act) and federal (National Historic Preservation Act Section 106) regulations and impacts to these significant sites have been mitigated through an archaeological data recovery program. However, because human remains were identified at SDI-12,209, pre-construction mitigation measures have been assigned to the project to search for and recover any human remains that may still exist at SDI-12,209.

Scope of Work — Pre-Construction Mitigation Monitoring Program

The mitigation monitoring program for the Citracado Parkway Extension Project will be directed by Consulting Archaeologist Brian Smith and Senior Archaeologist Tracy Stropes. All archaeological fieldwork and monitoring of earthwork will be completed by BFSA staff. Native American monitoring will be provided by Saving Sacred Sites for the Luiseño and by Red Tail Environmental for the Kumeyaay. The pre-construction tasks to be accomplished by BFSA and the Native American participants are provided below.

Pre-Construction Tasks

1. Prior to the initiation of any field monitoring or other mitigation tasks, the City shall transmit written verification to the □SACE from BFSA that a qualified archaeological consultant has been retained and that the Native American representatives have been contracted for their participation.
2. If requested by the Native American tribes, Pre-Excavation Agreements will be prepared and executed. All parties have agreed to the MOA processed through the □SACE, and that MOA may suffice in lieu of any Pre-Excavation Agreement. Continued Native American consultation will be part of the scope of work for this project.
3. Prior to the start of any pre-construction activities, the limits of work in the area of the archaeological sites shall be staked and delineated with orange construction fencing.
4. Prior to the initiation of any pre-construction activities or archaeological mitigation work, a secure storage container shall be located in a safe and secure location within the project to accept any human remains and/or associated burial goods/funerary objects. The Native American representatives have requested this secure storage unit to ensure that any human remains are keep safe.
5. Prior to the initiation of any pre-construction activities, an on-site construction trailer shall be situated at the project to serve as a field laboratory to search for and separate any human remains from the other prehistoric artifacts. This request was made by the Native American representatives as part of the □SACE MOA. The Native American representatives would prefer to keep all potential human remains on-site rather than transporting them to the archaeological laboratory at the BFSA offices. To the extent necessary, BFSA will stage the field laboratory trailer with all necessary equipment to conduct the sorting and preliminary identification of artifacts and potential human remains/burial goods. All potential human remains and any artifacts claimed to be burial goods shall be placed in a secured container on site until repatriated. All other artifacts will be returned to the BFSA archaeological laboratory for processing.

6. The cultural deposit at SDI-12,209 Locus 1 within the limits of the road alignment shall be mechanically removed and screened prior to any construction work. As stipulated in the MOA, the removal of the cultural deposit will be accomplished through the use of a paddle-wheel scraper that will facilitate very shallow cuts of the archaeological deposits. The shallow cuts will be closely monitored to detect any cultural features, human remains, or other anomalies that would require focused archaeological data recovery excavations. All cultural soil generated by this controlled grading process will be first mechanically screened and the recovery from that process will be hydro-screened. The approximate area of SDI-12,209 Locus 1 to be included in the controlled grading area is approximately 4,000 square meters and the volume is approximately 3,800 cubic meters (approximately 4,980 cubic yards). The BFSA will supply the mechanical excavation equipment and operator for the controlled soil removal operation and for any backhoe excavations that may be required. The mechanical excavation process will stop when non-cultural formational soil is encountered or the designed depth of grading has been achieved. The pre-construction mechanical cultural soil removal process will require four weeks to complete.
7. Any potentially significant deposits or features associated with the prehistoric occupation that are identified as a consequence of the pre-construction mechanical removal of the cultural deposit shall be subjected to supplemental data recovery excavations. The quantity of test units that may be required to complete the supplemental data recovery process will be dependent upon the nature of any discoveries made. The methods and protocols for archaeological test units will follow the methods previously established by BFSA for the 2014 data recovery mitigation program. This task would be conducted concurrently with the mechanical soil removal process.
8. All cultural soil generated by the pre-construction mechanical excavation of the cultural deposit or any supplemental data recovery excavations will be screened to recover all cultural materials and any human remains. The screening of soil for cultural material will include two techniques—mechanical bulk screening and hydro-screening. The mechanical bulk screening of controlled grading materials, estimated at approximately 4,980 cubic yards, will separate soil from all materials larger than one-eighth of an inch in size. The recovered bulk material from the mechanical screening will then be hydro-screened to wash away any remaining soil clumps or dust from the collection. The process of hydro-screening soil to maximize the recovery of artifacts will require the construction of a deck or platform that will allow water

and non-cultural soil to flow through the screens and collect downslope. All soil generated by the supplemental data recovery excavations or any additional archaeological test units will be hydro-screened.

The initial sorting of all of the screened material will be conducted at the temporary laboratory on-site. Pre-Grading Task 5 above discussed the MOA requirement to have a field laboratory present on the project to facilitate the initial sorting process to identify and separate all human remains and potential burial goods. Any human remains, ceremonial objects, or grave goods as identified by the Native American monitors shall be stored in a secured container on-site until the repatriation location has been prepared for use. All artifacts that are sorted but are not associated with human remains will be returned to the BFSA laboratory for further analysis. The screening and sorting of the cultural soil will require between four and six weeks to complete.

Schedule — Pre-Construction Phase Only

The tasks listed for the pre-construction phase will require two to three months to complete. The tasks associated with grading and post-grading phases will be scheduled as part of the construction program for Citracado Parkway.

Estimated Budget for the Mitigation Monitoring Program — Pre-Construction Phase Only

The tasks listed for the pre-construction phase of the mitigation monitoring program will be invoiced on a time and materials basis. The budget for the remaining mitigation tasks will be presented in a subsequent proposal as part of the construction phase of the project. The calculation of the budget for the pre-construction tasks will be based upon the estimated time required for these tasks. However, because this process has the potential to generate unanticipated discoveries and costs, this budget may require change orders should the estimated effort exceed the projected budget expectations.

Table 1
Budget Estimate for the Pre-Construction Phase
of the Mitigation Monitoring Program

Tas	Description	Personnel	Projected Hours	Rate	Total
1	Verification Notice and Agency Notification	B. Smith	2	\$200.00	\$400.00
2	Pre-Excavation Agreements with Tribes (If Needed)	B. Smith	5	\$200.00	\$1,000.00
3	Field Delineation of Archaeological Site Boundaries	B. Smith	2	\$200.00	\$400.00
		Field Supervisor	8	\$75.00	\$600.00
		Field Archaeologists	8	\$65.00	\$520.00
		Native American Monitors	16	\$65.00	\$1,040.00
		Materials	1	\$600.00	\$600.00
4	Secure Storage Arrangements	B. Smith	1	\$200.00	\$200.00
		Field Supervisor	4	\$75.00	\$300.00
		Rental of Storage Unit	1	\$1,000.00	\$1,000.00
		Native American Monitors	4	\$65.00	\$260.00
5	Preparation for Field Laboratory Trailer	B. Smith	4	\$200.00	\$800.00
		Field Supervisor	4	\$75.00	\$300.00
		Lab Supervisor	8	\$75.00	\$600.00
		Project Manager	4	\$95.00	\$380.00
		Rental of Lab/RR	1	\$3,500.00	\$3,500.00
		Materials/Lab Equipment	1	\$1,500.00	\$1,500.00

Tas □	Description	Personnel	Projected Hours	Rate	Total
6	Mechanical Excavation and Removal of Cultural Deposit	B. Smith	20	\$200.00	\$4,000.00
		Project Archaeologist	20	\$85.00	\$1,700.00
		Field Supervisor	120	\$75.00	\$9,000.00
		Field Archaeologists	360	\$65.00	\$23,400.00
		Grading Equipment and operator	1	\$30,000.00	\$30,000.00
		Native American Monitors	320	\$65.00	\$20,800.00
7	Supplemental Data Recovery Excavations	B. Smith	20	\$200.00	\$4,000.00
		Field Supervisor	80	\$75.00	\$6,000.00
		Field Archaeologists	300	\$65.00	\$19,500.00
		Native American Monitors	200	\$65.00	\$13,000.00
		Project Archaeologist	20	\$85.00	\$1,700.00
		Meetings Budget	1	\$1,000.00	\$1,000.00
8	Bulk Soil Screening and Sorting of Recovered Cultural Material for Identification and Separation of Human Remains	B. Smith	20	\$200.00	\$4,000.00
		Project Archaeologist	40	\$85.00	\$3,400.00
		Field Supervisor	120	\$75.00	\$9,000.00
		Field Archaeologists	800	\$65.00	\$52,000.00
		Native American Monitors	480	\$65.00	\$31,200.00
		Mechanical Screen Rental	1	\$60,000.00	\$60,000.00
		Materials for Archaeological Screening Platform	1	\$1,500.00	\$1,500.00
		Laboratory Supervisor	120	\$75.00	\$9,000.00

Tas □	Description	Personnel	Projected Hours	Rate	Total
		Laboratory Technicians	800	\$65.00	\$52,000.00
		Rental Equipment and operator	1	\$18,000.00	\$18,000.00
	Reimbursable budget			\$5,000.00	\$5,000.00
Total					\$392,600.00

The total budget for the pre-construction phase is \$392,600.00. During this phase of the mitigation program, the potential exists that discoveries could be made, including intact human burials, that will expand the task of clearing the area of SDI-12,209 Locus 1 within the Citracado Parkway alignment. Any changes to the scope generated by discoveries will be discussed with the City in a change order request.

Invoicing

The proposed pre-construction mitigation program for the Citracado Parkway Extension Project will be conducted on a time and materials basis. A budget for those tasks been presented in Table 1; however, the actual cost of mitigation will be influenced by a number of factors, including the extent of the supplemental archaeological data recovery work, discoveries made, soil conditions, Native American issues, the controlled grading process, and weather. The projected budget should suffice to complete this phase of the project; however, the potential exists that the budget is not adequate and would require change orders to supplement the budget. The hourly rates to be used for BFSA personnel for this project are provided in Attachment 1.

The reimbursable charges will include mileage (charged at \$0.59 per mile), rental equipment (backhoe, generator, water pumps), field materials (lumber, screens, tarps, etc), and report copy charges. A budget for reimbursable charges has been added to Table 1. Invoices will be submitted monthly on a time and material basis. BFSA will contract directly with the Saving Sacred Sites and Red Tail Environmental and their invoices will be incorporated into our billing process. Invoices will be due and payable within 30 days of receipt.

If you have any questions about the scope or budget estimate for the data recovery program, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian F. Smith". The signature is stylized with a large, sweeping flourish at the end.

Brian F. Smith
BFS:ks

Attachment 1: 2019-2020 Schedule of Hourly Rates

Brian F. Smith and Associates, Inc.

Brian F. Smith and Associates, Inc. (BFSA) is a California corporation with offices in San Diego and Poway, California. Our schedule of hourly rates listed below represents our standard charges for consulting services associated with archaeology, history, paleontology, Native American consultation, and biology. Current personnel classifications and rates are as follows.

<u>Consulting Services</u>	<u>Hourly Rate</u>
Principal Consultant.....	\$200.00
Director of Operations	\$ 95.00
Project Archaeologist.....	\$ 85.00
Archaeological Field Supervisor	\$ 75.00
Archaeological Field Technician	\$ 65.00
Laboratory Supervisor	\$ 75.00
Laboratory Technician	\$ 60.00
Historic Research Assistant.....	\$ 70.00
Archaeological Monitor	\$ 65.00

<u>Support Services</u>	
GIS/GPS Mapping Services, Production/Implementation	\$ 70.00
Graphics Artist/Draftsperson.....	\$ 65.00
Word Processor/Editor	\$ 65.00
Clerical Support	\$ 55.00

Reimbursable Charges
Copy Charges (B/W- \$0.08/copy; Color \$0.90/copy); mileage (\$0.59/mile); postage/delivery charges; and any scanning/binding of documents will be charged at the clerical support rate.

<u>Additional Cost Rates</u>	
Native American Monitors	\$ 65.00
Specialists (GIS or Photography)	\$ 100.00

CITY COUNCIL STAFF REPORT

Consent Item No. 18

December 18, 2019

File No. 0170-57

SUBJECT: Approval of CalPERS Industrial Disability for Police Chief Craig Carter

DEPARTMENT: Human Resources Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-190, approving the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Police Chief Craig Carter.

BACKGROUND:

Chief Carter filed for Service Pending Industrial Disability Retirement on October 24, 2019. He has been employed by the City of Escondido for 26 years. The basis for Chief Carter's Industrial Disability Retirement application is confirmed by medical reports from Dr. Franz Kopp. Chief Carter's condition is orthopedic in nature. Accordingly, Chief Carter is incapacitated within the meaning of the Public Employees' Retirement Law for performance of his usual and customary duties in the position of Police Chief.

Under State Law, the City Council is required to adopt a Resolution determining that competent medical evidence supports the granting of an Industrial Disability Retirement. Based on medical evidence, staff recommends the City Council adopt Resolution No. 2019-190, approving the CalPERS Industrial Disability Retirement for Chief Craig Carter to be effective December 29, 2019.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Jessica Perpetua, Interim Human Resources Director
12/11/19 3:16 p.m.

ATTACHMENTS:

1. Resolution No. 2019-190

RESOLUTION NO. 2019-190

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING THE CALPERS INDUSTRIAL
DISABILITY RETIREMENT FOR POLICE CHIEF
CRAIG CARTER

WHEREAS, the City of Escondido (“City”) is a contracting agency of the California Public Employees’ Retirement System (“CalPERS”); and

WHEREAS, the California Public Employees’ Retirement Law (Govt. Code § 20000 et seq.) (“California law”) requires that the City determine whether an employee classified as a local safety member is disabled for purpose of the California law and whether such disability is “industrial” within the meaning of such law; and

WHEREAS, Craig Carter (“Employee”) filed an application with CalPERS on October 24, 2019, for a service pending industrial disability retirement due to an orthopedic injury; and

WHEREAS, the Employee, is employed by the City in the position of Police Chief; and

WHEREAS, the City Council of the City of Escondido has reviewed the medical and other evidence relevant to this industrial disability.

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

1. That the above recitations are true.
2. That the City Council of the City of Escondido, California does hereby find and determine that Employee is incapacitated within the meaning of the California Public Employees’ Retirement Law for performance of his duties in the position of Police Chief.

3. That the City Council certifies, in accordance with Govt. Code § 21156, that this determination was made on the basis of competent medical opinion, and was not used as a substitute for the disciplinary process.

4. That the Employee had filed a Workers' Compensation claim for his disabling condition. The City accepted the Employee's Workers' Compensation claim.

5. That neither the Employee nor the City of Escondido has applied to the Worker's Compensation Appeals Board for a determination pursuant to Government Code section 21166 whether such disability is industrial.

6. That the Employee's retirement date will be effective December 29, 2019, and his last day on paid status is December 27, 2019.

7. That there is not a possibility of third party liability.

8. That the City will make monthly Advanced Disability Pension Payments of \$9,958.18, beginning January 1, 2020, until CalPERS begins making retirement payments. The City will also make a one-time advance disability payment of \$642.46, for the remaining two days of December 2019.

9. That the primary disabling condition is an orthopedic injury to his right knee, and arose out of and in the course of employment.

10. That there is competent medical opinion certifying the disabling condition to be permanent.

11. That based on information and belief, and on the information provided by City staff, the City Council certifies under penalty of perjury that all statements in this Resolution are true and correct.



CITY COUNCIL STAFF REPORT

Consent Item No. 19

December 18, 2019

File No. 0480-70

SUBJECT: FY 2019-20 State of California Citizens' Option for Public Safety Program Grant

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council authorize the Escondido Police Department to accept a FY 2019-20 Citizens' Option for Public Safety Program Grant in the amount of \$231,481; approve grant expenditures consistent with guidelines in AB1913; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

PREVIOUS ACTION:

On November 7, 2018, the City Council accepted FY 2018-2019 State of California Citizens' Option for Public Safety Program Grant in the amount of \$230,220.

BACKGROUND:

Existing law establishes Supplemental Law Enforcement Services Funds and requires monies from these funds to be allocated to counties and cities for purposes of the Citizens' Option for Public Safety Program. In September 2000, the California State Legislature chaptered AB 1913, the Schiff-Cardenas Crime Prevention Act of 2000, which increased appropriations for these funds and established new formulas for State Citizens' Option for Public Safety allocations.

The Escondido Police Department received a FY 2019-20 Citizens' Option for Public Safety Program Grant award in the amount of \$231,481. This grant supports front-line law enforcement services with the intention of enhancing public safety within the community. Grant funds must supplement existing funding. The Police Department proposes to use its allocation to cover part-time employees' salaries and benefits. Positions funded by the allocation may include department specialists in the Traffic Division, Patrol Division, Investigations Bureau, Services Bureau, and the Internal Affairs Unit. These part-time employees perform support services that allow front-line law enforcement officers to handle high-priority calls.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Craig Carter, Chief of Police
12/11/19 3:09 p.m.



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: December 18, 2019
Department: Police
Division: Administration
Project/Budget Manager: Barbara MarLett 4734
Name Extension
Council Date (if applicable): (attach copy of staff report)

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

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Contains entries for Revenue and Police Grants.

Explanation of Request:

A budget adjustment is needed to spend FY 2019-20 grant funds for part-time salaries and overhead to support Escondido Police Department activities.

APPROVALS

Department Head [Signature] 12/5/19 Date
Finance [Signature] 12/6/19 Date

City Manager Date
City Clerk Date

Distribution (after approval): Original: Finance



CITY COUNCIL STAFF REPORT

Consent Item No. 20

December 18, 2019

File No. 0480-70

SUBJECT: FY 2019-20 San Diego County Law Enforcement Foundation Life Saving Equipment Grant

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council authorize the Escondido Police Department to accept a FY 2019-20 San Diego County Law Enforcement Foundation Grant in the amount of \$2,431.79; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used to pay for supply expenses.

PREVIOUS ACTION:

The City Council authorized the acceptance of a FY 2017-18 San Diego County Law Enforcement Foundation Less Lethal Life Saving Equipment Grant in the amount of \$2,797.19 on February 14, 2018.

BACKGROUND:

The San Diego Law Enforcement Foundation awards grants to police departments in San Diego County to support law enforcement activities. This year, the Foundation awarded the Escondido Police Department a \$2,431.79 grant to purchase a ladder and saw to assist with safety and rescue operations.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Craig Carter, Chief of Police

12/11/19 3:09 p.m.



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: December 18, 2019
Department: Police
Division: Administration
Project/Budget Manager: Barbara MarLett x4734
Name Extension
Council Date (if applicable): December 18, 2019
(attach copy of staff report)

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

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Contains entries for Revenue and Police Grants.

Explanation of Request:

Budget adjustments are needed to receive and spend grant funds for the FY 2019-20 San Diego County Law Enforcement Foundation Grant.

APPROVALS

Department Head signature and date 12-5-19
Finance signature and date 12/6/19

City Manager Date
City Clerk Date

Distribution (after approval): Original: Finance

ORDINANCE NO. 2019-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING AN AMENDMENT TO THE CITYWIDE ZONING MAP TO CHANGE THE DESIGNATION OF THE 7.45-ACRE PROJECT SITE FROM RE-20 TO PD-R-18, AND A MASTER AND PRECISE DEVELOPMENT PLAN, TO SUPPORT THE NUTMEG HOMES PROJECT PROPOSAL

APPLICANT: Consultants Collaborative
CASE NOS.: SUB 18-0005 and ENV 18-0005

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

SECTION 1. The City Council makes the following findings:

a) Consultants Collaborative ("Applicant") submitted a verified land use development application on property located in the north portion of the City, on both sides of North Nutmeg Street, between North Centre City Parkway and Interstate 15. The Project site is currently 6.7 acres in size and is comprised of three lots with Assessor's Parcel Numbers 224-260-23, 224-260-46, and 224-260-47, legally described as Exhibit "C" to City Council Resolution No. 2019-166, which is incorporated herein by this reference as though fully set forth herein. Said verified application was submitted to, and processed by, the Planning Division of the Community Development Department as Planning Case Nos. SUB 18-0005 and ENV 18-0005, and seeks approval of a General Plan Amendment, Rezone, Master and Precise Development Plan, Tentative Subdivision Map, Grading Exemption, and Specific Alignment Plan relating to the Project site. The Project site would increase in size to 7.45 acres under these approvals.

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

MOBILEHOME RENT REVIEW BOARD

Public Hearing Item No. 22

December 18, 2019

File No. 0697-20-10225

SUBJECT: Short-Form Rent Increase Application Greencrest Mobilehome Park (File No. 0697-20-10225)

DEPARTMENT: Community Development Department, Housing & Neighborhood Services Division

RECOMMENDATION:

It is requested that the City Council adopt Rent Review Board Resolution No. 2019-05 granting an increase of 75 percent of the change in the Consumer Price Index ('CPI'), or 2.087 percent (an average of \$9.88), for the period of June 30, 2018, to June 30, 2019.

BACKGROUND:

On June 8, 1988, the voters of Escondido approved an initiative Ordinance to enact Mobilehome Rent Control ("Proposition K"). Under Proposition K, if a park owner wants to increase rent, they must first obtain approval from the Mobilehome Park Rent Review Board ("Board"). As prescribed by the Ordinance, the Escondido City Council sits as the Rent Review Board. To request an increase, the park owner must file an application with the City. At a public hearing, eleven nonexclusive factors are considered: (1) changes in the Consumer Price Index ("CPI"); (2) the rent charged for comparable mobilehome spaces in Escondido; (3) the length of time since the last rent increase; (4) the cost of any capital improvements related to the spaces at issue; (5) changes in property taxes; (6) changes in any rent paid by the park owner for the land; (7) changes in utility charges; (8) changes in operating and maintenance expenses; (9) the need for repairs other than for ordinary wear and tear; (10) the amount and quality of services provided to the affected tenant; and (11) any lawful existing lease. (Escondido Municipal Code section 29-104(g)). Over time, this application became known as the "long-form" application. In 1997, the Board adopted changes to the Guidelines that allow for a "short-form" application that focuses on the change in the CPI. To qualify for a short-form hearing, a park owner may only request up to 75 percent of the change in the CPI for a maximum of a two-year period. The Board must presume an increase up to 75 percent of the CPI is fair, just and reasonable, but may consider other factors found in Escondido Municipal Code section 29-104(g). A short-form application must apply to 100 percent of all spaces in the park that are subject to rent control.

INTRODUCTION:

Greencrest Mobilehome Park ("Park"), located at 541 W. 15th Avenue, has filed a short-form rent increase application. The Board is asked to accept the staff report, hear public testimony, and make a determination concerning the request in accordance with the Escondido Rent Protection Ordinance and the short-form procedures as outlined in the Rent Review Board Guidelines. The application and the staff report were made available to the Board for review and consideration prior to the hearing.

THE RENT INCREASE APPLICATION:

Greencrest Mobilehome Park is an all-age park, which has a total of 129 spaces. There are 66 spaces subject to rent control, the Park is requesting an increase for the 66 rent controlled spaces. The other spaces not included in this application are on long-term leases, are occupied as rentals or by management, or are vacant. The amenities available for the residents include a clubhouse, pool, playground, and laundry facilities.

The application meets all the eligibility criteria for submittal of a short-form rent increase application.

PARK OWNER'S REQUEST:

The Park is requesting an increase of 75 percent of the change in CPI for the period of June 30, 2018, to June 30, 2019. Seventy-five percent of the change in the CPI for the period of consideration is 2.087 percent. The average monthly rent for the residents affected by this application is \$473.56. The average monthly increase requested for the 66 spaces is approximately \$9.88 per space, per month.

This is the eighteenth rent increase request filed by this Park since the Ordinance was implemented. The last increase was granted in December 2018 for an average amount of \$10.44 per space per month.

RESIDENT MEETING AND COMMENTS:

A resident meeting was held in the Park clubhouse on November 12, 2019. The meeting was attended by two residents, Park Management, and City staff. There was a discussion about the short-form rent increase application process, speeding in the park and a section of the park's perimeter fence in need of repair. There were no volunteers for the role of resident representative.

CODE ENFORCEMENT INSPECTION:

An inspection of the common areas of the Park by the Code Enforcement Division of the City noted some violations of the Health and Safety Code. A copy of the Code Report ("Report") is attached as Attachment 1. The Owner and Owner's representative received a copy of the Report, and were made aware that no rent increase, if granted, may be implemented until all Health and Safety Code violations have been cleared.

ADDITIONAL FACTORS AFFECTING THE APPLICATION:

In conformance with the Rent Review Board Guidelines, the decision of the Board will be finalized by adoption of the Resolution confirming the findings of the Public Hearing. The Notice of Determination will be mailed to the applicant and residents immediately upon adoption of the Resolution. The 90-day notice of any rent increase granted may be sent to the residents upon the adoption of the Resolution.

Short-Form Rent Increase Application for Greencrest Mobilehome Park
December 18, 2019
Page 3

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
12/11/19 3:48 p.m.

Karen Youel, Housing and Neighborhood Services Manager
12/11/19 3:49 p.m.

ATTACHMENTS:

1. Attachment 1 - Code Inspection Report
2. Rent Review Board Resolution No. 2019-05



DATE: November 18, 2019

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD

FROM: TERRY WILSON, CODE ENFORCEMENT MANAGER *TW*

SUBJECT: GREENCREST MOBILEHOME PARK RENT CONTROL

Greencrest Mobilehome Park was inspected on November 13, 2019, with the lighting inspection conducted on November 12, 2019. This inspection was a result of an application for a rent increase having been filed. Two general violations and no lighting violations were found and noted in the attached inspection report.

The resident meeting was held November 12, 2019 and was attended by two residents, two park managers, and two City staff. No resident representative was appointed for this park. Residents discussed a dilapidated fence on the southern perimeter of the park.

There were no code enforcement cases in this park during the past year.

Cc: Bill Martin, Director of Community Development
Belinda Rojas, Rent Control Administration



November 18, 2019

MOBILEHOME PARK RENT CONTROL
CODE ENFORCEMENT INSPECTION REPORT

Park Name: Greencrest Mobile Home Park
541 W. 15th Ave.
Escondido, CA. 92025

A handwritten signature in blue ink, appearing to be "ASL", is written over the address information.

Park Owner: Greencrest Mobile Home Park LLC
8 Pinehurst Ln
New Port Beach, CA. 92660

Park Managers: Jim Younce **Phone:** (760) 745-4352
Leticia Amavisca

Inspection Date: November 13, 2019 **Inspector:** Monica Pinaglia

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Code of Regulations, Title 25, Division I, Chapter 2 and the Escondido Zoning Code, Article 45. This inspection report only addresses health and safety issues that are related to areas for which maintenance, repair and operations is the responsibility of the owners and managers of the park.

General Violations:

1. Label the breakers on the electrical box panel in the pool area. **25 CCR §1102(a)**
2. Repair or replace any and all dilapidation, termite damage, and dry rot on southern perimeter fence. **25 CCR §1605a)(6)**

November 18, 2019
Greencrest Mobile Home Park
Rent Control Inspection Report
Page 2

(Lighting Inspection; 11-02-19)

No Lighting violations were found.

RESOLUTION NO. RRB 2019-05

A RESOLUTION OF THE ESCONDIDO
MOBILEHOME RENT REVIEW BOARD MAKING
FINDINGS AND GRANTING A RENT INCREASE
FOR GREENCREST MOBILEHOME PARK

541 W 15th Avenue, Escondido, CA
File Number 0697-20-10225

WHEREAS, Article V of Chapter 29 of the Escondido Municipal Code is a codification of the Escondido Mobilehome Rent Protection Ordinance ("Ordinance") and provides for mobilehome space rent regulation; and

WHEREAS, the City of Escondido Mobilehome Park Rental Review Board ("Board") is charged with the responsibility of considering applications for rent increases; and

WHEREAS, a Short-form Rent Increase Application ("Application") pursuant to Section 12 of the Rent Review Board Guidelines was filed on October 5, 2019, by Bart Thomsen, the Owner of Greencrest Mobilehome Park ("Park"), located at 541 W. 15th Avenue in Escondido. The Application applies to 66 of the 129 spaces; and

WHEREAS, this is the eighteenth rent increase application filed by the Park since the Ordinance became effective in 1988. The Board granted the last rent increase in December 2018. The previous increase affected 64 spaces; the average increase was \$10.44 per space, per month; and

WHEREAS, at the time of the current Application, the average monthly space rent was \$473.56 for the 66 spaces subject to rent control. The Owner requested a rent increase in the amount of 75 percent of the change in the Consumer Price Index ("CPI")

for the period June 30, 2018, through June 30, 2019, in accordance with the Rent Review Board short-form policy guidelines. The Application estimated this amount to be an average of \$9.88 (2.087 percent) per space, per month; and

WHEREAS, a notice of the Park's Application was sent to all affected homeowners. All parties were given notice of the time, date, and place of the rent hearing before the Board; and

WHEREAS, on November 13, 2019, a Mobilehome Park Rent Review Code Enforcement Inspection Report ("Inspection Report") was completed in the Park; and

WHEREAS, on December 18, 2019, the Board held its public hearing and after an initial staff presentation, the Board invited testimony from Park ownership, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members and clarifying questions to the parties and Staff, the Board voted to grant an increase of 2.087 percent, an average of \$9.88 per space, per month, for the 66 spaces, which are subject to rent control.

NOW, THEREFORE, BE IT RESOLVED by the Rent Review Board of the City of Escondido, as follows:

1. That the above recitations are true.
2. That the Board has heard and considered all of the reports and testimony presented, and has considered the facts as outlined in the Short-Form Guidelines ("Guidelines").

3. That following the Guidelines, an increase based on 75 percent of the change in the CPI for San Diego County from June 30, 2018, through June 30, 2019, would amount to 2.087 percent, which averages \$9.88 per space, per month, for the 66 spaces that are subject to rent control.

4. That the Board concluded that an increase of \$9.88 per space, per month, is consistent with the Guidelines, and is fair, just, and a reasonable increase in light of the information presented by all parties.

5. That the short-form rent increase (“Increase”) may not be implemented until after the health and safety code violations noted in the Inspection Report have been corrected in compliance with the various state and local code sections as noted in the Inspection Report.

6. That the Increase may be implemented only upon the expiration of the required 90-day notice to the residents, which may be issued upon the adoption of this Resolution.

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 23

December 18, 2019

File No. 0870-11

SUBJECT: Amendment to FY 19-20 HUD Annual Action Plan

DEPARTMENT: Community Development Department; Housing & Neighborhood Services

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2019-184 to amend the Fiscal Year (FY) 2019-2020 Housing and Urban Development (HUD) Annual Action Plan to re-allocate Community Development Block Grant (CDBG) funding to the existing Ballfield Light LED Retrofit Program and new Old Escondido Street Sign Replacement Project, and approve a budget adjustment in the amount of \$240,000.

FISCAL ANALYSIS:

The City of Escondido receives annual formula allocations of CDBG program funding from HUD. The needs in Escondido's low-moderate income community are considered, and funds are allocated to projects through a public process each spring. If a project is completed under budget, the excess funds are swept into a CDBG Unallocated account and become available for reprogramming. The Tulip Street Improvement Project was completed under budget, allowing \$240,000 to be reprogrammed.

PREVIOUS ACTION:

On April 22, 2015, the City Council held a public hearing and approved the FY 2015 -2019 Five-Year Consolidated Plan; this plan was amended on July 20, 2017, to include the ESG funds. The Plan established priorities for the use of these federal funds over the five-year period, ending June 30, 2020, to benefit low-income residents and neighborhoods in the City of Escondido. Each year, the City Council must adopt a One-Year Action Plan committing HUD funds to projects that support the Consolidated Plan.

On March 20, 2019, the City Council held a public hearing and reaffirmed the community development priorities adopted in the FY 2015-2019 Amended Five-Year Consolidated Plan.

On May 22, 2019, the City Council held a public hearing to approve the HOME, CDBG, and ESG budgets. The hearing was continued to June 5, 2019. On June 5, 2019, the City Council adopted Resolution No. 2019-55 approving the FY 2019-2020 Annual Action Plan, which included \$190,000 in CDBG funds to begin the Ballfield Lights LED Retrofit Program.

BACKGROUND:

HUD requires a formal Action Plan Amendment when substantial changes are made to the existing plan. Substantial amendments include an addition, modification, or elimination of a Consolidated Plan

goal; an addition of a new activity not previously identified in the Annual Plan; or a change that affects the funding level of more than \$25,000 for projects budgeted at \$100,000 or less, or greater than 25 percent of projects budgeted at more than \$100,000. According to the City's Citizen Participation Plan for HUD funds, substantial changes must be authorized by the City Council and must be made available on the City's website and through public notices in the newspaper. Additionally, a printed copy was available at the Housing & Neighborhood Services division. No comments have been received on the proposed amendment as of December 6, 2019.

It is proposed that the FY 2019-20 HUD Action Plan be amended to reallocate funds from the completed Tulip Street Improvement project. The Ballfield Light LED Retrofit Program was first approved in the FY 19-20 budget to convert existing baseball field lighting at Jesmond Dene Park to energy efficient LED lights improve light quality. Original project estimates were low due to increases in construction costs; this amendment will add \$180,000 to the project.

This amendment will also create a new Old Escondido Street Sign Replacement Project, addressing the CDBG neighborhood revitalization priority. In 2018, members of the Old Escondido Neighborhood Group approached the City to create sign toppers to be placed on each street sign pole to foster neighborhood identity. The toppers were manufactured using Grants to Blocks funds. During the design process, it was found that the sign poles in the neighborhood were built under a previous code and would not meet new wind standards. This project requires a budget adjustment in the amount of \$60,000 and will replace all the street sign poles in the historic Old Escondido neighborhood and install of new signage, including the sign toppers.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
12/11/19 3:48 p.m.

Karen Youel, Housing and Neighborhood Services Manager
12/11/19 3:49 p.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No 2019-184
3. Resolution No 2019-184 Exhibit A



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: 12/18/19
 Department: Community Development
 Division: Housing and Neighborhood Services
 Project/Budget Manager: Karen Youel 4518
 Name Extension
 Council Date (if applicable): 12/18/19
 (attach copy of staff report)

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

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Tulip Street Improvements	115 - 338129		\$240,000
Ballfield Light LED Retrofit	115 - 345665	\$180,000	
Old Escondido Street Sign Replacement Project	115-NEW	\$60,000	

Explanation of Request:
 Budget Adjustment to cover project related costs

APPROVALS

_____ Department Head	12/11/19 _____ Date	_____ City Manager	_____ Date
_____ Finance	12/11/19 _____ Date	_____ City Clerk	_____ Date

Distribution (after approval): Original: Finance

RESOLUTION NO. 2019-184

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE CITY OF ESCONDIDO ONE-
YEAR ACTION PLAN AND APPROVING
SUBMITTAL OF AMENDED PLAN FOR CDBG
TO THE DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT

WHEREAS, the City of Escondido (“City”) is a recipient of Community Development Block Grant (“CDBG”) funds from the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, the City must submit an approved Annual Action Plan listing all CDBG projects and their budgets before the beginning of each CDBG program year; and

WHEREAS, the City must file an Action Plan Amendment to make a substantial change to the Annual Action Plan including an addition, modification, or elimination of a Consolidated Plan goal; an addition of a new activity not previously identified in the Annual Plan; or a change that affects the funding level of more than \$25,000 for projects budgeted at \$100,000 or less, or greater than 25 percent of projects budgeted at more than \$100,000; and

WHEREAS, the Tulip Street Improvements Project has been completed with approximately \$240,000 remaining in the CIP account; and

WHEREAS, the City wishes to add \$180,000 to the Ballfield Light LED Retrofit Program; and

WHEREAS, the City wishes to create a new project, the Old Escondido Street Sign Replacement Project, to the FY 2019-2010 Annual Action Plan; and

WHEREAS, the City desires at this time and deems it to be in the best public interest to amend the FY 2019-2020 One-Year Action Plan for CDBG funds.

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

1. That the above recitations are true.
2. That the City Council approves the amendment of the FY 2019-2020 One-Year Action Plan, adding \$180,000 in CDBG funds to the Ballfield Light LED Retrofit Program and creating the Old Escondido Street Sign Replacement Project with \$60,000.
3. That the City Council approves the submittal of the amended FY 2019-2020 One-Year Action Plan to the Department of Housing and Urban Development, including modifications to Sections AD-26, AP-12, and AP-38. Draft changes are attached to this Resolution as Exhibit "1," and is incorporated by this reference.



The Tulip Street Improvements project completed in this program year allowing for the de-allocation of approximately \$240,000. Through the substantial amendment process, the City of Escondido will add a new Street Improvement Project, the OE Street Sign Replacement Project, funding the project at the \$60,000 level. Remaining funds will be re-allocated to the Ballfield Light LED Retrofit Program, a Neighborhood Improvement Project in the 2019 Action Plan.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As a recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD), the City of Escondido is required to prepare and submit a Consolidated Plan every five years. The City's current Consolidated Plan was approved in 2015 and amended in 2016. It covers the five-year period from 2015 through 2019 and applies to the following three federal grant programs:

- Community Development Block Grant (CDBG)

- HOME Investment Partnerships Grant (HOME)
- Emergency Solutions Grant (ESG)

The Consolidated Plan is a document developed through a collaborative process whereby Escondido stakeholders have helped identify community improvement needs and priorities to address federal grant funds and other available resources. To ensure the maximum participation of the community's residents and to comply with the City's HUD approved Citizen Participation Plan the City implemented an extensive process that included surveys, community meetings, and public hearings. Through this process, the residents of Escondido participated in a multitude of opportunities to shape the priorities and strategies of the Consolidated Plan and the Substantial Amendment to the Consolidated Plan.

The Annual Action Plan for Fiscal Year (FY) 2019-2020 (the fifth year of the Consolidated Planning period) includes activities the City will undertake to address its priority needs and objectives as outlined in the 2015-2019 Amended Five Year Consolidated Plan. These activities will be undertaken with the FY 19-20 CDBG, HOME, and ESG program funds. The amounts are \$1,824,482, \$596,821 and \$152,010 respectively. All activities proposed for FY 2019-2020 meet one of the following three national objectives:

- Activities which benefit low and moderate income persons;
- Activities which aid in the prevention or elimination of slums or blight; and
- Activities that are designated as having a particular urgency.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The city has extensive housing and community development needs, and CDBG, HOME and ESG funds are not sufficient to address all the needs of the city. The City will use CDBG, HOME and ESG funds, in conjunction with other funding as it becomes available, to coordinate projects and services to meet the objectives of all programs. The identified needs are increasing homeownership opportunities; conserving the supply of existing owner housing; expanding the stock of affordable rental housing; increasing the length of stay in rental housing; providing youth educational and recreational programs; increasing livability of neighborhoods; assisting homeless persons, supporting senior services, economic development, and implementing ADA improvements where feasible.

The associated goals and priorities identified include:

CDBG Priority: Youth **Goal:** Providing educational and recreational programs

CDBG Priority: Neighborhood revitalization **Goal:** Improve the livability of neighborhoods

CDBG Priority: Homeless services **Goal:** Support homeless shelter and other services when feasible

CDBG Priority: ADA improvements **Goal:** Incorporate ADA assessable features in all CDBG public improvement projects and address public facility needs as they are identified

CDBG Priority: Economic Development **Goal:** Support adult education and training

CDBG Priority: Senior Assistance **Goal:** Support Senior Services

HOME Priority: Increasing homeownership opportunities. **Goal:** Increase number of homeowners

HOME Priority: Conserving the supply of existing owner housing. **Goal:** Assist with rehabilitation of existing units.

HOME priority: Expanding the stock of affordable rental housing. **Goal:** Provide additional affordable rental units.

HOME priority: Increasing the length of stay in rental housing. **Goal:** Assist quality affordable rental units.

ESG Priority: Engagement of homeless persons including homeless prevention, rapid rehousing, emergency shelter, and homeless youth. **Goal:** Housing relocation and stabilization services.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

As the fourth year of the Consolidated Plan period (2015-2019) draws to an end, the City of Escondido anticipates meeting most of the housing-related goals established for increasing homeownership opportunities, expanding the stock of rental housing, conserving the supply of existing owner housing, and increasing the stay in rental housing. For the Consolidated Plan period the City projected that we would assist 180 persons with rental assistance. 122 were assisted in the first three years of the plan. We estimated that we would assist 11 homeowners with new housing during the Plan period and we

assisted all 11 in the first three years. We estimated that we would assist 5 first-time homebuyers with downpayment assistance and assisted 4 in the first three years. We projected that we would construct 23 affordable rental units and rehabilitate 53 affordable rental unit in five years. In the first three years we constructed 32 new units (using redevelopment funds) and rehabilitated 58 rental units (43 using HOME funds). Lastly, we estimated that we would assist 45 homeowners with rehabilitation, when we actually assisted four in the first three years using state grant funds.

The City anticipates meeting the goals established for providing educational and recreational activities, improving the livability of neighborhoods, supporting adult education and training, and supporting senior services. The city has increased support of homeless services using both federal and local funds, and anticipates meeting established goals. The City plans to diligently continue working towards meeting or exceeding its Five Year Consolidated Plan goals of providing affordable housing, public service activities, and neighborhood revitalization projects to lower income residents.

The City's Annual Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPERs) have provided many details about the innovations, projects and programs completed by the City over the past several years (documents may be viewed and/or downloaded from the City's website).

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Escondido follows the Citizen Participation Plan included as part of the 2015-2019 Consolidated Plan, and amended in 2017. Community based organizations and residents were notified of the meetings and were encouraged to participate in the development/review of the FY 2019-2020 One Year Action Plan. Two public hearings were held, one on March 20, 2019, to discuss priorities and the allocation process, and the other on May 22, 2019, to discuss specific programs. Additional community meetings were held on March 7 and April 25. Notices were published in English and Spanish two weeks in advance of the hearings and the Draft Action Plan was available for public review and comment for a 30 day period prior to the second meeting.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

There were 12 attendees at the Community Meeting held on March 7, 2019. Comments included wanting additional pocket parks in residential areas and addressing homelessness/public health throughout the City. Residents also spoke in favor of infrastructure improvements. There were 20 attendees at the community meeting held on April 25, 2019.

At the first public hearing held on March 20, 2019, there were no speakers from the public. At the second public hearing, held on May 22, 2019 and continued on June 5, 2019, there were several speakers related to the proposed CDBG/ESG allocation, including a representative from each of the outside services proposed to be funded (excluding the Legal Aid Society of San Diego). The speakers discussed the benefits of the requests and none of the speakers objected to the City's allocation plan or process.

No public comments were received during the 2019-2020 Action Plan process relating to the HOME program or the HOME allocation.

SECTION TO BE ADDED ADDRESSING PUBLIC COMMENT ON DECEMBER 18 PUBLIC HEARING

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments or views from the public are accepted, reviewed, and incorporated into the FY 19-20 Action Plan.

7. Summary

Each year, the City of Escondido is required to prepare an Action Plan specifying how resources will be allocated to address the priorities established in the Consolidated Plan. The FY 2019-2020 One-Year Action Plan specifies how CDBG, HOME and ESG funds will be allocated to achieve the community development and affordable housing priorities of the 2015-2019 Consolidated Plan.

The FY 2019-2020 Action Plan covers the fifth year in the City's FY 2015-2019 Consolidated Plan period. The Five-Year Consolidated Plan and the One-Year Action Plan are required as part of the application and planning processes for the three formula-based federal housing and community development

programs: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants (ESG).

DRAFT

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Escondido	
CDBG Administrator	Escondido	Housing and Neighborhood Services Division
HOPWA Administrator		
HOME Administrator	Escondido	Housing and Neighborhood Services Division
ESG Administrator	Escondido	Housing and Neighborhood Services Division
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The Housing and Neighborhood Services Division of the Community Development Department is responsible for administering the City of Escondido’s CDBG, HOME, and ESG programs, allocations and budgets.

Consolidated Plan Public Contact Information

Karen Youel kyouel@escondido.org (760) 839-4518 CDBG and ESG

Kristina Owens kowens@escondido.org (760) 839-4519 [HOME](#)

DRAFT

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City's outreach and consultation strategies included the formation of community outreach partnerships with housing services and mental health providers, workforce developers, community advocates, and others over the past few years.

In the development of the FY 2019-2020 Action Plan the City conducted two public hearings: March 20, to review and reaffirm priorities of the Consolidated Plan and approve an allocation process; and May 22, to approve the CDBG/ESG/HOME allocations and approve the budget for submittal. In addition to the two public hearings the City outreached to the neighborhoods and their leaders, notified community based organizations and local agencies, and posted the draft Action Plan on its website. A Community Meeting was held on March 7 to describe the process, solicit input from the community at large, and share in the Action Plan developments. A second Community Meeting was held on April 25 to review the applications that had been received as part of the CDBG and ESG RFP process.

The City will conduct one public hearing for the amendment of the FY 2019-2020 Action plan on December 18 in order to solicit additional public input and approve the reallocation of CDBG funds. The OE Street Sign Replacement project and Ballfield Light LED Retrofit projects were both first proposed by the community. In addition to the public hearing, the City reached out to neighborhood groups, posted the DRAFT Action Plan Amendment on its website and printed copies of the amendment for public review.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Escondido has long been committed to fostering relationships with local community groups. Several nonprofit organizations in the community have been working with the City to manage projects and programs that assist lower income residents. A variety of support services in the areas of education, job-training, homeless and senior and youth services augment the City's efforts in these areas.

Results of the community forums and surveys were published and reported publicly to the City of Escondido City Council. Each segment of the community outreach and planning process was transparent to ensure the public knew their input was being collected, reviewed, and considered.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

HUD charges communities that receive funds under the Homeless Continuum of Care (CoC) Program of the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) with specific responsibilities.

The Regional CoC (the Regional Task Force for the Homeless- RTFH) includes all of the geography within the County of San Diego, including 18 incorporated cities and all unincorporated areas. This area also includes several Public Housing Authorities and the ESG, CDBG, HOPWA, HOME and Veteran Administration service areas.

The RTFH meets periodically to identify gaps in homeless services, establish funding priorities, and to pursue an overall systematic approach to address homelessness. These are public meetings in which the community of providers and stakeholders are welcome to attend and provide comment. The City is represented on the RTFH general membership by staff of the Housing and Neighborhood Services Division. Through regular attendance and participation in the RTFH general meetings and quarterly specialized meetings, the City consults with the RTFH to develop cooperative plans and strategies to leverage resources to provide homeless services, and is informed of changes in local goals, objectives and performance measures.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Consultations with the Regional CoC, the Regional Task Force for the Homeless (RTFH), help allocate ESG funds by assisting the City with coordinating the prioritization and use of resources with local needs. Through this process, the City is able to design programs that are consistent with applicable federal and local standards while distributing funds in an efficient manner and responding to specific conditions in the jurisdiction. Further, ESG jurisdictions inclusive of the City, created a Regional CoC ESG Policy and Operations Guide which lays out federal, state and local standards, policies and regulations for ESG, along with local jurisdictions' standards and policies.

The RTFH assists in setting standards for what outcomes homeless programs should accomplish during their contract period. Consultations with the Regional CoC allow for an open dialog to discuss how to establish performance measures that benefit the broader goals of the region. In doing so, the City is informed of the standards that ESG funds demand, as well as other best practice outcomes and is able to incorporate these goals when negotiating contracts with sub-recipients.

A Homeless Management Information System (HMIS) is essential to efforts to coordinate client services and inform community planning and public policy. Analysis of information gathered through HMIS is critical to the preparation of periodic accounting of homelessness in the San Diego region. The CoC implemented a new HMIS system in FY 2018-2019, including training of subrecipients of City ESG funds.

In January 2017, the RTFH formally merged with the regional Continuum of Care (CoC) to strengthen the collective impact. Leveraging the comprehensive resources of the CoC, the new RTFH has become a singular organization, which administers the HMIS and CES systems for the region and sets a uniform standard for all agencies to gather information for HUD reporting and local homeless strategies. All ESG funded organizations enter information to the HMIS system.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	ESCONDIDO EDUCATION COMPACT
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Housing and Neighborhood Services staff continually keep an open dialogue with Escondido Education COMPACT. Stakeholder meetings are held throughout the year to discuss community needs, areas for improved coordination, and how to further increase youth advocacy.
2	Agency/Group/Organization	Alliance for Regional Solutions
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-homeless Services-Employment Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Alliance for Regional Solutions meets on a regular basis to share resources and news around the region. The City of Escondido participates in the Alliance as a Board Member and also attends general meetings as part of the consultation process.
3	Agency/Group/Organization	INTERFAITH COMMUNITY SERVICES
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Escondido continually reaches out to Interfaith Community Services through monthly progress reports, formal and informal dialogue, and email correspondence regarding the homeless priority and areas in need of improvement.
4	Agency/Group/Organization	City of Escondido
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Education Other government - Local
	What section of the Plan was addressed by Consultation?	Senior Services and Youth

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	There is on-going discussion with the Older Adult Services Division and the Community Services Department staff to determine senior assistance and youth needs throughout the year. As a result of these discussions, the City has increased funding for the seniors programs, specifically Senior Transportation and Senior Nutrition, due to rising costs and raising demand.
5	Agency/Group/Organization	LEGAL AID SOCIETY OF SAN DIEGO INC
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	There is on-going discussion with Legal Aid Society of San Diego to determine the need for fair housing services and how to address those needs through the Action Plan as well as the Analysis of Impediments. The City continually works with Legal Aid Society throughout the year to coordinate multiple events such as Fair Housing Month, Fair Housing workshops within the City, and the Annual Fair Housing Conference.

Identify any Agency Types not consulted and provide rationale for not consulting

The City aims at reaching out to all agency types.

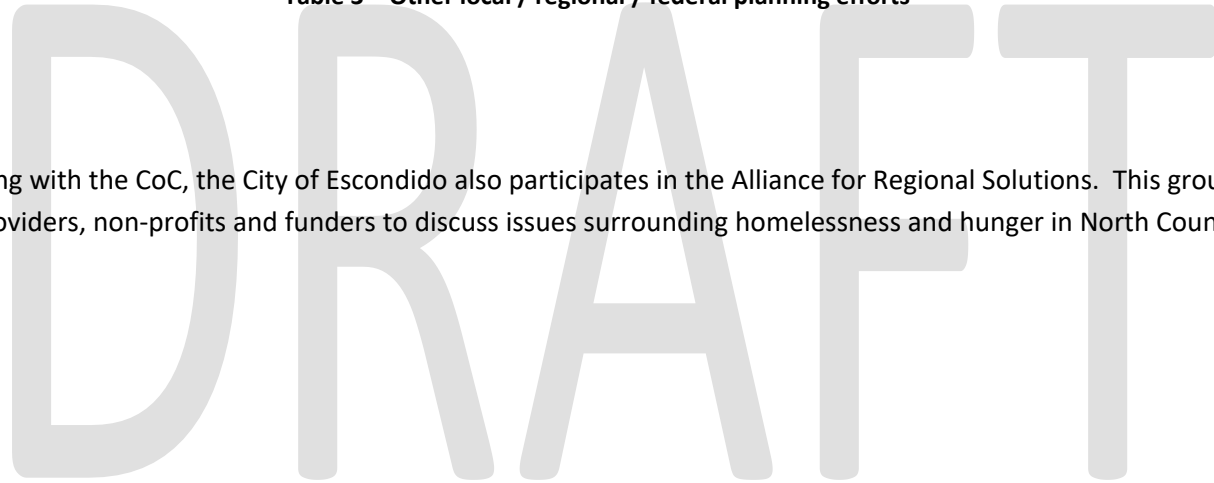
Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Regional Taskforce on the Homeless (San Diego Regional CoC)	The City aligns its Action Plan goals as it relates to homelessness and housing needs with the RTFH.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

In addition to consulting with the CoC, the City of Escondido also participates in the Alliance for Regional Solutions. This group brings together local governments, providers, non-profits and funders to discuss issues surrounding homelessness and hunger in North County.



AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Escondido began its citizen participation and consultation process for the 19-20 Action Plan on March 6, 2019, with the public notice and availability of the FY 2019-2020 Action Plan proposed funding strategy. On March 7, 2019, a Community Meeting was held at City Hall to obtain information about the community's needs. A second Community Meeting was held on April 25. Public hearings were held on March 20 and May 22, 2019 (continued on June 5, 2019), at City Council chambers to allow public involvement in the plan development process and comments on the proposed budget. In compliance with Federal regulations, the proposed FY 2019-2020 Annual Action Plan and Budget was available for citizen review and comment for 30 days prior to the City Council public hearing. Information regarding the dates, times, and locations for the public hearings as well as anticipated program resources were published in the San Diego Daily Transcript, the local paper of general circulation, a minimum of two weeks prior to the scheduled public hearings. All public notices included information regarding the location and instructions on obtaining interpreters for the deaf. A bilingual staff person was also in attendance to provide translating services. Additional information about upcoming meetings was published via press releases on the City website and announcements in the Neighborhood News e-newsletter. Throughout the citizen participation process, public and private agencies were consulted and given opportunities to provide input and apply for funding.

Community based organizations, neighborhood groups, and local agencies were notified via-email of the upcoming FY 19-20 Action Plan and were invited to participate in its development. Additional notifications and latest information regarding the Action Plan were posted on the City website.

The citizen participation process allowed the City to receive feedback and comments on its current and future Action Plan. All comments and questions received allowed staff to improve the overall process and keep citizen concerns in mind when making decisions.

A public hearing will be held in the City Council chambers on December 18, 2019 to solicit public involvement and consider a substantial amendment to the Action Plan. In compliance with Federal regulations, the proposed FY 2019-20 Amended Action Plan was available for citizen reviews and comments a minimum of 30 days prior to the City Council public hearing.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community Low-Mod populations	(March 7, 2019) 12 members of the public attended the Community Meeting. Concerns included the need for additional pocket parks, community safety and homelessness, and support for infrastructure projects.	No Comments or responses given by the general public	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/broad community	N/A (14 day notice March 6)	No comments or responses given by the general public	n/a	
3	Public Hearing	Non-targeted/broad community	There were no speakers from the public.	(March 20 Public Hearing) The City Council discussed the existing Con-Plan priorities and current needs.	n/a	
4	Internet Outreach	Non-targeted/broad community	N/A	No comments or responses given by the general public	n/a	https://www.escondido.org
5	Neighborhood Leadership Forum	Neighborhood Groups within the CDBG eligible areas	Leadership of the neighborhood groups within CDBG eligible areas (April 26)	no comments were received	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Newspaper Ad	Non-English Speaking - Specify other language: printed in English and Spanish Non-targeted/broad community	N/A (30 day notice April 22)	No comments received.	N/A	
7	Public Hearing	Non-targeted/broad community	May 22 Public Hearing (continued to June 5)	No comments received	N/A	
10	Newspaper Ad	Non-English Speaking - Specify other language: notice in English and Spanish Non-targeted/broad community				

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
11	Public Hearing	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

DRAFT

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Escondido is a CDBG entitlement jurisdiction and a HOME participating jurisdiction. Escondido received an annual allocation of \$1,824,482 in CDBG funds, \$596,821 in HOME funds and \$152,010 in Emergency Solutions Grant (ESG) funds for FY 2019-2020.

Program income received from the repayment of Rehabilitation (CDBG) loans will automatically be re-programmed for activities for programs from which the funds were originally provided to the extent possible. If additional program income funds are received that are not automatically reprogrammed, specific projects will be identified during the Action Plan process. HOME program income will be used for HOME -eligible activities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,824,482	0	0	1,824,482	0	CDBG allocations will be received and spent for eligible projects as listed in the Action Plan and Consolidated Plan. The City does not expect to receive program income nor does it anticipate using prior year resources.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	596,821	100,000	0	696,821	0	HOME allocations will be received and spent for eligible projects and programs as listed in the Action Plan and Consolidated Plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	152,010	0	0	152,010	0	ESG allocations will be received and spent for eligible projects as listed in the Action Plan and Consolidated Plan. The City does not expect to receive program income nor does it anticipate using prior year resources.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The housing needs in Escondido far exceed available HOME funding. Many of the housing programs/projects to be undertaken by the City will be leveraged with a variety of funding sources, including State grants, Successor Housing Agency repayments, and other available funding sources. The HOME program requires that for every HOME dollar spent, the City must provide a 25 percent match with non-federal funds. The City has no current match obligation since we have been oversubscribed in our match obligation for several years. The City is currently matched

over \$2,000,000 over the requirement. The City still strives to obtain as much additional funding for housing projects as possible.

The City of Escondido became the Successor Housing Agency when redevelopment agencies were dissolved by the State of California in 2012. No new funds will become available, but the City has responsibility for any assets and the housing loan portfolio, which may generate income as loans are paid. Currently it is anticipated that the City's rental subsidy program for very-low income seniors and disabled persons will continue to be funded with these funds. Future funding of the program is uncertain. Additional SHA funds will be leveraged for affordable housing purposes.

The City was awarded two CalHome grants, totaling \$1.9M, to establish an owner-occupied rehabilitation program beginning in FY 15-16. The program was successful and the City anticipated funding this program for a total of three years. However, the program was ended by the State in September 2017.

The City encourages and supports the use of Low Income Housing Tax Credits for developers of affordable housing utilizing new construction or acquisition/rehabilitation. Tax credits remain a substantial source of local affordable housing funding.

Emergency Solutions Grant (ESG)

Interfaith will continue to satisfy its match requirements by providing the services of its Housing Services Coordinator through private agency funds and through HUD COC funds. Interfaith is currently under contract with the County of San Diego to operate State ESG programs and is in its first year of operating HOME NOW, a HUD-funded Rapid Re-housing project. Interfaith will leverage the City ESG funds for shelter operations and homeless prevention with non-federal shelter and rapid rehousing funds. The City will match ESG administration funds using Successor Housing Agency funds to address homeless issues in our community.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not own any land or property that will be used to address housing-related needs during the term of the Plan.

Discussion

See above for discussion.

DRAFT

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase number of homeowners	2015	2019	Affordable Housing	City of Escondido	Increasing homeownership opportunities	HOME: \$25,000	Homeowner Housing Added: 0 Household Housing Unit Direct Financial Assistance to Homebuyers: 1 Households Assisted
2	Provide additional affordable rental units	2015	2019	Affordable Housing	City of Escondido	Expand stock of affordable rental housing	HOME: \$512,616	Rental units rehabilitated: 6 Household Housing Unit
3	Assist with rehabilitation of existing owner units	2015	2017	Affordable Housing	City of Escondido	Conserve the supply of of existing owner housing	HOME: \$0	Homeowner Housing Rehabilitated: 0 Household Housing Unit
4	Homeless prevention via rental assistance	2015	2019	Affordable Housing	City of Escondido	Increase length of stay in rental housing	HOME: \$0	Tenant-based rental assistance / Rapid Rehousing: 0 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Support education and recreation opportunities	2015	2019	Non-Housing Community Development	City of Escondido	Youth	CDBG: \$55,000	Public service activities for Low/Moderate Income Housing Benefit: 1603 Households Assisted
6	Support senior services	2015	2019	Non-Homeless Special Needs Non-Housing Community Development	City of Escondido	Senior Assistance	CDBG: \$128,720	Public service activities other than Low/Moderate Income Housing Benefit: 1253 Persons Assisted
7	Improve the livability of neighborhoods	2015	2019	Non-Housing Community Development	City of Escondido	Neighborhood Revitalization	CDBG: \$1,230,867	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 20000 Households Assisted Public service activities for Low/Moderate Income Housing Benefit: 6200 Households Assisted
8	Support adult education and job training	2015	2019	Non-Housing Community Development	City of Escondido	Economic Development	CDBG: \$0	Jobs created/retained: 0 Jobs Other: 0 Other
9	Support homeless services	2015	2019	Homeless Non-Homeless Special Needs	City of Escondido	Homelessness	CDBG: \$45,000	Homeless Person Overnight Shelter: 180 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	Incorporate ADA assessable features	2015	2019	Non-Housing Community Development	City of Escondido	ADA Improvements	CDBG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted Other: 0 Other
11	Homeless Prevention and Rapid Rehousing	2016	2019	Homeless	City of Escondido	Homelessness Youth Homeless Prevention and Rapid Rehousing	ESG: \$140,610	Homeless Person Overnight Shelter: 275 Persons Assisted Homelessness Prevention: 25 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Increase number of homeowners
	Goal Description	Provide direct assistance to first-time, low-income homebuyers for down payment or closing cost assistance. Provide new, affordable ownership housing for low-income homebuyers.
2	Goal Name	Provide additional affordable rental units
	Goal Description	Provide additional rental units, including for families, through new construction or acquisition/rehabilitation of existing residential units. Units are affordable to extremely-low, very-low and low-income households.

3	Goal Name	Assist with rehabilitation of existing owner units
	Goal Description	Assist in rehabilitation of owner-occupied single-family residences and mobilehomes for low-income households.
4	Goal Name	Homeless prevention via rental assistance
	Goal Description	Rental assistance payments to very low income seniors and disabled persons in apartments and mobilehomes.
5	Goal Name	Support education and recreation opportunities
	Goal Description	Develop subsidized and related youth education/recreational opportunities. This year this includes Learn to Swim, San Diego Children's Museum, Voices for Children and the Boys and Girls Club.
6	Goal Name	Support senior services
	Goal Description	Develop and implement a flexible, integrated transportation system in Escondido to support the individual needs of frail, low-income seniors. Provide core services such as in-home care and meal delivery, to reduce transportation needs.
7	Goal Name	Improve the livability of neighborhoods
	Goal Description	Prioritize needs and complete phased infrastructure based on input from residents, property owners, and business owners. Respond and complete minor neighborhood revitalization projects based on resident requests. Increase resident participation and education in property enhancement and beautification strategies.
8	Goal Name	Support adult education and job training
	Goal Description	Develop and implement business and leadership training programs for area residents to increase family income. Explore and develop programs for employers and/or employees to increase residents' access to livable wage jobs in Escondido.

9	Goal Name	Support homeless services
	Goal Description	Develop and maintain active partnerships with public and private agencies, and other local policy makers to explore options for expanding/improving homeless services and other related essential services in the region. And focusing on homeless youth as this population continues to rise within the City and region.
10	Goal Name	Incorporate ADA assessable features
	Goal Description	Incorporate ADA assesable features in all CDBG public improvement projects and address public facility needs as they are identified.
11	Goal Name	Homeless Prevention and Rapid Rehousing
	Goal Description	Assistance to homeless youth, individuals, and families through street outreach, homeless prevention, rapid re-housing, emergency shelter, and HMIS services.

DRAFT

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Escondido Housing and Neighborhood Services Division will serve as the lead agency in the administration of all CDBG, HOME and ESG projects and funds proposed in this plan. The City will contract with local nonprofit agencies and organizations to administer public services and fair housing activities in addition to administering some projects directly. Contract agencies (subrecipients) will be responsible for program implementation while contract performance will be monitored by the City of Escondido staff. The majority of projects and programs will be administered by City staff directly.

Projects

#	Project Name
1	Homebuyer Entry Loan Program
2	Housing Development
3	HOME administration
4	CHDO set-aside and administration
6	CDBG Admin
7	Public Services
8	Street Improvements
9	Fair Housing
10	Neighborhood Revitalization
11	HESG19 Escondido

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities for HOME, CDBG and ESG funds are made based on the Housing Needs Assessment and Market Analysis and the Community Needs Assessment process in the 2015-2019 Consolidated Plan. The main obstacle to addressing underserved housing needs is the high cost of housing and reduced funding sources. Community needs identified at the Community Meeting and at the City Council hearing to affirm priorities also will be considered.

DRAFT

AP-38 Project Summary

Project Summary Information

1	Project Name	Homebuyer Entry Loan Program
	Target Area	City of Escondido
	Goals Supported	Increase number of homeowners
	Needs Addressed	Increasing homeownership opportunities
	Funding	HOME: \$25,000
	Description	Provide a low interest loan which can be used toward the down payment or closing costs for first time homebuyers.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Provide down payment or closing cost assistance to low income first time homebuyers.
2	Project Name	Housing Development
	Target Area	City of Escondido
	Goals Supported	Increase number of homeowners Provide additional affordable rental units
	Needs Addressed	Increasing homeownership opportunities Expand stock of affordable rental housing
	Funding	HOME: \$512,616
	Description	Provide affordable rental and owner housing development through new construction or acquisition/development.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Affordable rental housing development consisting of new construction or acquisition/development to be determined through the review of an RFP process. Rehab 6 residential units.
3	Project Name	HOME administration
	Target Area	City of Escondido
	Goals Supported	Increase number of homeowners Provide additional affordable rental units
	Needs Addressed	Increasing homeownership opportunities Expand stock of affordable rental housing
	Funding	HOME: \$69,680
	Description	HOME administration costs.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administrative support of HOME program funds.
4	Project Name	CHDO set-aside and administration
	Target Area	City of Escondido
	Goals Supported	Increase number of homeowners Provide additional affordable rental units
	Needs Addressed	Increasing homeownership opportunities Expand stock of affordable rental housing
	Funding	HOME: \$89,525
	Description	Mandatory CHDO set-aside and administrative costs associated with potential new project development.

	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Mandatory CHDO set-aside and administrative costs associated with potential new project development. Projects to be determined through review of an RFP process.
5	Project Name	CDBG Admin
	Target Area	City of Escondido
	Goals Supported	Support education and recreation opportunities Support adult education and job training Support senior services Improve the livability of neighborhoods Support homeless services Homeless Prevention and Rapid Rehousing
	Needs Addressed	Youth Neighborhood Revitalization Senior Assistance Homelessness Homeless Prevention and Rapid Rehousing
	Funding	CDBG: \$330,850
	Description	General administration of the CDBG program. Staff costs for compliance, reporting, financial management, and program monitoring.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Staff time, administration, compliance, reporting, financial management, and program monitoring.

6	Project Name	Public Services
	Target Area	City of Escondido
	Goals Supported	Support education and recreation opportunities Support senior services Improve the livability of neighborhoods Support homeless services
	Needs Addressed	Youth Neighborhood Revitalization Senior Assistance Homelessness
	Funding	CDBG: \$273,670
	Description	It is estimated that the city will use CDBG funds for public services that will provide a new service or a quantifiable increase in the level of a service. The City will contract with local non-profit agencies and organizations to administer public services in low-income areas in addition to administering some projects directly.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

<p>Planned Activities</p>	<p>Youth: 1. Learn to Swim, \$15,000. This activity is sponsored by the City of Escondido, Parks and Recreation Division. Lessons are available at Washington Park Pool, 501 N Rose St, Escondido, CA 92027 and James A. Stone Pool, 131 Woodward Ave, Escondido, CA 92025</p> <p>2. San Diego Children's Discovery Museum, \$5,000. The museum will provide memberships, school field trip workshops, mobile museum workshops, and after school enrichment services. 320 N Broadway 92025</p> <p>3. Voices for Children, \$10,000. Advocacy services are provided to Escondido foster youth through individual assessment and case liaison programs.</p> <p>Seniors: 4. Senior Transportation, \$34,610. This activity is sponsored by the City of Escondido, Adult Services Division. The Senior Transportation Program, which provides transportation service to and from the Escondido Senior Center allows seniors access to not only healthy meals, but to free educational workshops, social activities and exercise programs also offered by the Senior Nutrition Program. 210 East Park Ave, Escondido, 92025</p> <p>5. Senior Nutrition, \$56,110. This activity is sponsored by the City of Escondido, Adult Services Division. This program provides lunch time meals to seniors Monday through Friday from 11:30 am to 12:15 pm at the Park Avenue Cafe at a discounted price. 210 East Park Ave., Escondido, 92025.</p> <p>6. Senior Care, \$ 13,000. This activity is sponsored by the City of Escondido, Adult Services Division. This program supports the independence of seniors by assisting them with resources and by encouraging them to resolve their issues themselves. The Senior Care program provides client services including legal, counseling, and financial. 210 East Park Ave., Escondido, 92025.</p> <p>7. Meals-on-Wheels, \$25,000. This activity is sponsored by the Meals on Wheels, Greater San Diego, Inc. This program provides in home meal delivery to extremely low and low income seniors in Escondido</p> <p>Homeless: 8. Alliance for Regional Solutions (Bridge Housing), \$ 45,000. The Bridge Housing network services homeless men and women year round. Funds will be used for shelter operations. 550 W. Washington Ave., Escondido, 92025</p> <p>Neighborhood Revitalization: 9. Neighbor to Neighbor, \$44,950. This activity supports the city's most vulnerable neighborhoods through neighborhood clean-ups, block parties, leadership trainings,</p>
----------------------------------	--

		<p>neighborhood group meetings, and other neighborhood organization efforts in low income neighborhoods.</p> <p>10. Neighborhood Improvement Planning Program, \$25,000. This program will plan future CDBG Neighborhood Revitalization projects to determine if the projects are feasible and the beneficiaries are eligible, and will include cost estimates and project milestones.</p>
7	Project Name	Street Improvements
	Target Area	Neighborhood Groups City of Escondido
	Goals Supported	Improve the livability of neighborhoods
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$820,917
	Description	Street improvement projects include new curbs, gutters, retaining walls, sidewalks, street lights, and new surfacing of the streets.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
Planned Activities	<p>1. Old Escondido Lighting Project, \$380,917. The first phase of a project to install historic style pedestrian lighting in the Old Escondido Neighborhood. The first phase focuses on Juniper St between 2nd Avenue and 10th Avenue.</p> <p>2. Street Light LED Retrofit Program, \$100,000. Continuation of the Street Light LED retrofit program in CDBG-eligible areas to provide better lighting quality.</p> <p>3. Sidewalk Infill Program, \$150,000. Provide safe pedestrian travel and improve walkability in CDBG-eligible areas.</p> <p>4. Ballfield Light Retrofit Program, \$370,000. Conversion of existing baseball field lighting at Jesmond Dene Park to improve lighting quality.</p>	
8	Project Name	Fair Housing

	Target Area	City of Escondido
	Goals Supported	Improve the livability of neighborhoods
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$34,045
	Description	Fair housing outreach, education, testing, counseling, mediation, referrals, investigation, and litigation services.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Legal Aid Society of San Diego. LASSD will provide fair housing testing within the City's CDBG eligible areas, conduct an annual fair housing workshop at the City, and assist the City with its goals and objectives resulting from the Analysis of Impediments (Assessment of Fair Housing). In addition to those services, LASSD will also provide outreach, counseling, mediation, referrals, investigation, and litigation services involving fair housing concerns.
9	Project Name	Neighborhood Revitalization
	Target Area	Neighborhood Groups City of Escondido
	Goals Supported	Improve the livability of neighborhoods
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$365,000
	Description	Improve the livability of Neighborhoods through education, outreach, and the beautification/enhancement of neighborhoods.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	<p>Code Enforcement, \$115,000. Code enforcement in commercial areas of CDBG-eligible census tracts to address code issues relating to business licensing, illegal signage and other appearance and compliance issues generally associated with commercial areas.</p> <p>Grants to Blocks, \$60,000. Small grant program focused on neighborhood beautification/right-of-way enhancement mini grants associated with street improvement projects.</p> <p>Project Neat, \$50,000. Improves the appearance and safety of neighborhoods through mediation, education and fostering relationships with neighbors. Staff works with Escondido residents to resolve potential code compliance issues, mostly with regard to yard maintenance and other appearance-related issues before they reach the level of code enforcement cases.</p> <p>Graffiti Removal, \$115,000. Graffiti removal, on private property, in qualifying low income census tracts. CDBG funds can be used to remove graffiti from private homes, garages, fences and exterior surfaces or privately owned businesses.</p> <p>Boys and Girls Club, \$25,000. Boys and Girls Club of Greater San Diego serves primarily low-income youth in the Escondido community. Installing new ceiling panels, fixing electrical system in the ceiling of the gym.</p> <p>Old Escondido Street Sign Replacement Project, \$60,000. This project will install new street sign poles throughout the Old Escondido neighborhood, standardizing street sign appearance and installing street toppers throughout the historic district (identifying the unique neighborhood within a low-mod census block).</p>
10	Project Name	HESG19 Escondido
	Target Area	City of Escondido
	Goals Supported	Support homeless services Homeless Prevention and Rapid Rehousing
	Needs Addressed	Homelessness
	Funding	ESG: \$152,010
	Description	Funds for emergency shelter, homeless prevention and program administration.
	Target Date	

Estimate the number and type of families that will benefit from the proposed activities	
Location Description	
Planned Activities	Emergency shelter operations funding. Homeless prevention via rental assistance and referrals to resources.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

HOME. The City of Escondido does not distribute HOME allocations for housing programs and projects geographically. Available allocations are spent citywide and geography generally does not play a part. There are areas of focus, including areas in the older, central core of the City, although no specific target areas have been established to focus the spending of HOME funds, and they are available throughout the City.

CDBG. The City of Escondido currently has 18 priority Neighborhood Groups that are low-to-moderate income, are older, and are located either in-or-around the central core of the City. Assistance is directed to these 18 Neighborhood Groups and to other CDBG eligible areas within the City.

ESG. The City of Escondido does not distribute ESG allocations for programs and projects geographically. Funds are spent on clients within the City that are homeless or at risk of homelessness.

Geographic Distribution

Target Area	Percentage of Funds
Neighborhood Groups	
City of Escondido	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Available CDBG allocations are spent citywide in CDBG eligible areas, on neighborhood groups, and on low-to-moderate income persons. There are areas of focus, including areas in the older, central core of the City such as the neighborhood groups, although no specific target areas have been established to focus the spending of CDBG funds.

Available ESG allocations are spent within the City of Escondido assisting homeless individuals and families based on evaluations in accordance with the CoC's centralized and coordinated assessment requirements.

Discussion

See above discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	480
Non-Homeless	7
Special-Needs	0
Total	487

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	6
Acquisition of Existing Units	1
Total	7

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

It is anticipated that 180 homeless individuals will be assisted through CDBG-funded assistance to a bridge shelter.

In the 5th year of the Consolidated Plan, the City plans to extend the long-term affordability of 6 rental units, through revelopment. The City also plans to provide an amount of rental assistance to 34 very-low income seniors/disabled persons, and provide down payment assistance to 1 first-time homebuyer. Funding for these accomplishments will be a combination of HOME funds and other available, affordable housing funding.

AP-60 Public Housing – 91.220(h)

Introduction

There is no public housing located in the City of Escondido and the City of Escondido is not a Public Housing Authority. The Housing Authority of the County of San Diego (HACSD) is the Housing Authority which administers public housing and the Housing Choice Voucher Program for Escondido residents.

Actions planned during the next year to address the needs to public housing

The public housing needs in the City of Escondido are addressed by the Housing Authority of the County of San Diego (HACSD). The City supports the HACSD in their efforts to address the needs of low-income households in Escondido.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Although the City of Escondido is not a Public Housing Authority, the HACSD represents residents of Escondido. The HACSD has established a public housing resident advisory board for county public housing developments and the Section 8 Housing Choice Voucher Program participants. The board meets regularly to discuss program issues and recommendations.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A - The HACSD is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homeless and homeless prevention services are identified as a high priority need in the FY 2015 - FY 2019 Consolidated Plan. The City anticipates expending approximately \$45,000 of its CDBG annual allocation on homeless and homeless prevention services during FY 19-20. Additional CDBG funds may also be used to support further homeless opportunities for the at-risk homeless through the Regional Continuum of Care.

The City also anticipates expending approximately \$152,010 of its Emergency Solutions Grant funds during FY 19-20 to assist in homeless activities within the City. For FY 19-20 the City has prioritized the engagement of youth, individuals, and families through essential services, rapid re-housing, homeless prevention, and emergency shelter.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Although the majority of homeless individuals in Escondido lived in Escondido before becoming homeless, a number of homeless individuals come to the City Escondido because of the public services offered within the city. As a service hub in the North County area, Escondido participates in the Regional Continuum of Care (now known as the Regional Task Force for the Homeless), comprising of many other San Diego cities and the County of San Diego, non-profit service providers, and stakeholders. The RTFH coordinates and oversees the application process, and develops and vets programs to address issues regarding homelessness in the region. The RTFH also oversees the collection of regional homeless data, identifies gaps in services, and leads strategic planning initiatives to move people from homelessness to permanent housing. The City will continue to work with the RTFH as staffing and resources allow to support services and apply for funding to address (and end) homelessness in our region.

Addressing the emergency shelter and transitional housing needs of homeless persons

For FY 2019-2020, the City plans to allocate CDBG funding to the Bridge Housing Network. Through a regional collaboration (Alliance for Regional Solutions), the Bridge Housing Network provides safe shelter, working with community members to secure safe, sustainable housing, while simultaneously offering a comprehensive array of support services to pave a concrete pathway towards self sufficiency and stable housing. To accomplish such goals the Bridge Housing Network will provide:

-A safe environment for homeless individuals

- Access to a Case Manager to work on housing and income goals
- Access to support services to enhance the ability to be self sufficient
- Participant referrals to the CoC Coordinated Entry System which connects the most vulnerable to available rapid re-housing and permanent housing resources.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City's one year goal and actions for ending homelessness include expending Emergency Solutions Grant Funds towards helping homeless persons transition to permanent housing and independent living.

Further discussion provided above.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Key elements to homeless prevention is employment development and mental health. The goal is enhance a person's ability to obtain and keep a job so that they are able to make an adequate income to be selfsufficient while sustaining their mental health. The City works diligently to expand and conserve its affordable housing inventory, especially affordable rental housing that benefits the extremely low and low income households who are most at risk of becoming homeless.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

In Escondido, as in much of the rest of the State, the greatest barriers to affordable housing continue to be cost and supply. Although the drop in home prices ten years ago opened up some owner and rental opportunities, rising prices of ownership housing and rising rents over the past few years have again impacted the affordability of housing in Escondido and the surrounding area. San Diego County saw annual rent increases averaging 4% between 2010 and 2016 with an increase of 8% between 2015-2016. The increase was 5.74% between 2017-2018. The homeownership rate and the rate of housing cost burden identified in the 2015-2019 Consolidated Plan demonstrate the need for affordable housing opportunities in Escondido. The city plans to use available funding to provide assistance to first-time homebuyers and provide additional affordable housing to help mitigate some of the barriers to affordable housing. In addition, the Zoning Code will continue to be evaluated to determine if amendments are needed to implement state law or facilitate affordable and special needs housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Escondido continues to experience barriers to affordable housing as identified in the Consolidated Plan, including governmental constraints, and especially market conditions, lack of funding sources, and land and construction costs. Many barriers to affordable housing are not controlled by the City, including land and construction costs, state/federal government constraints and available funding sources. The City does have the ability to introduce actions to minimize the influence of local governmental constraints on affordable housing, however. During the upcoming Action Plan period the City of Escondido plans to continue review of the Zoning Code to see if there are any additional changes that need to be made to implement goals established in the 2013 Housing Element, be consistent with State law, or remove a barrier to affordable housing. Many amendments to the Zoning Code have already been completed during the current Consolidated Plan period. These include an amendment that permits year round homeless shelters by right without discretionary review in at least one zoning designation; an amendment that facilitates senior housing by permitting senior housing by right where housing is permitted; and an amendment that defines transitional/supportive housing units as required by state law and permits them where residential units are otherwise permitted. The Accessory Dwelling Unit ordinance of the Zoning Code was amended to make it easier to construct ADUs, and the density bonus regulations were amended to be in conformance with state law, providing additional opportunities for low and moderate income households.

The City also completed work on an area plan, the South Centre City Area Plan, in the central portion of the City to better facilitate higher density and transit-oriented residential development, potentially including affordable residential development, multi-family and mixed-use development.

The City plans to use its HOME allocation to provide for more accessible, affordable housing, through assistance to first-time homebuyers and provision of additional affordable units, leveraging it when possible with additional sources of funding. The City continues to review the development process, including environmental requirements, fees, and development standards/processes to discover any ways to further streamline the process, particularly for residential developments.

Discussion:

The city plans to use available funding to provide assistance to first-time homebuyers and provide additional affordable housing to help mitigate some of the barriers to affordable housing, as described above.

AP-85 Other Actions – 91.220(k)

Introduction:

Priority needs established in the FY 2015-2019 Amended Five-year Consolidated Plan, which establishes the objectives and outcomes in the FY 2019-2020 One-Year Action Plan, are:

- Support youth education and recreation opportunities
- Neighborhood revitalization
- Homeless services
- ADA improvements
- Support senior services
- Economic development
- Increasing homeownership opportunities
- Conserving the supply of existing owner housing
- Expanding the stock of affordable rental housing
- Increasing the length of stay in rental housing

Actions planned to address obstacles to meeting underserved needs

The City plans to provide affordable housing to low income residents of the community while overcoming any obstacles that can be addressed.

The major obstacle to meeting the underserved housing needs in Escondido is funding. Since the loss of the City's main affordable housing funding source, redevelopment funds, in 2011/2012, the number of beneficiaries of the City's housing programs has been reduced. To meet the goal of assisting as many low-income households as possible, the City will continue to seek alternative funding sources where possible to replace those lost or reduced, and continue as many as many programs as possible.

The City's first-time homebuyer program is an important tool in increasing homeownership among lower income households. Response to the program by lenders and homebuyers has generally been good in the past, although the ability of homebuyers to qualify has decreased in recent years.

Requirements of the program are periodically reviewed to ensure participation and responsible use of the funds. The HUD maximum purchase price of a single-family residence in the area was recently adjusted, which impacts the ability to qualify. However, the maximum is still typically lower than the price of available housing stock. Obstacles exist in the ongoing success of this program, including the price of housing in the City, the amount of available housing stock, and the income levels of those able to qualify for a mortgage. City staff recently met with real estate industry representatives to gather information about how the program is working and changes they suggest making to the program for

better success. Staff evaluated the comments and ideas presented to determine which, if any, can be incorporated into the program, without putting the funding or the program at risk. We will continue to evaluate the program and any changes that can be made to make it more successful.

Other actions the City plans to address obstacles to meeting underserved needs include:

Program Development, Directing Investment and Influencing Outcomes: In an effort to proactively direct critical HUD resources and make demonstrable progress toward achieving the Consolidated Plan Goals, the City has outlined the allocation of CDBG funds for fiscal years 2015– 2019.

Leverage and Geographic Targeting: Within the context of the City’s three HUD Programs, leverage refers to combining entitlement funds with other local, state, and federal financial resources together in order to maximize the yield and benefits of the City’s HUD Programs.

Increasing Administrative Efficiencies: The Housing and Neighborhood Services Division of the City ensures that the City is in compliance with all rules and regulations associated with all HUD entitlement grants: CDBG, HOME, and ESG. During the current Consolidated Plan period, the City is focused on developing and implementing ways to increase operational efficiencies of HUD Programs through enhanced coordination, technical assistance, and effective oversight.

Actions planned to foster and maintain affordable housing

When the affordability period of an existing affordable housing project is nearing the end, the City works with the owners of the project to try to extend the regulatory agreements and affordability period, maintaining the City’s affordable housing stock. The city has several options available to try to help preserve affordability, including refinancing an existing mortgage and providing incentives to the owner. In addition, the City will encourage owners completing their Section 236 loan to convert project-based voucher assistance to tenant-based voucher assistance. During FY 19-20 the City will continue efforts to assist Las Casitas I, a six-unit affordable residential project, to maintain affordability with loans to rehabilitate the structures.

Actions planned to reduce lead-based paint hazards

HUD requires all CDBG and HOME funded activities be in compliance with HUD’s lead-based paint regulations. The City of Escondido is committed to addressing lead-based paint hazards. Federal law requires lead-based paint disclosure and education prior to leasing, renting, selling or purchasing most pre-1978 housing. The City will follow disclosure and warning requirements about lead-based paint, including incorporation of the “Protect Your Family from Lead in Your Home” pamphlet in all applicable

housing programs. The City will conduct required lead-based paint related activities for all HOME funded activities under Title X regulations, such as notification, paint testing, risk assessment, hazard reduction or abatement and clearance. All abatement activities will be performed by a certified professional. The City also will send staff to EPA-compliant lead-based paint hazard training.

Actions planned to reduce the number of poverty-level families

The City will continue to implement its five-year strategy to help reduce the number of poverty-level families. The anti-poverty strategy utilizes existing job training and social service programs to increase employment marketability, household income, and housing options. In the past, the City's anti-poverty strategy also included direct economic development activities that focus on job creation and retention, particularly in the downtown area. In addition to implementing the five-year strategy and focusing development activities in the urban core, the City of Escondido will continue its efforts to coordinate a unified effort with other agencies and non-profits to reduce the number of poverty-level families through economic development and job training programs.

Actions planned to develop institutional structure

Housing and community development programs in the City of Escondido will be implemented by an institutional structure that includes public institutions, nonprofit organizations, and private industry. The institutional capacity of these agencies include people and resources to assist in the development, implementation and monitoring of housing and community development programs. The City's Housing and Neighborhood Services Division has the primary responsibilities of carrying out affordable housing programs, implementing HOME program requirements, administering the CDBG programs, and administering the ESG program. Although City staffing levels have been reduced, staff continues to work hard to coordinate applications and reviews to make the best use of all available federal funding.

The Community Development Department offers applicants of development proposals an opportunity to meet with members of City staff to review the development process, prior to application submittal. Necessary information and technical assistance is offered prior to application submittal. These "pre-application" meetings are free of charge. Additionally, representatives of several City departments meet weekly to review both submitted applications and those that an applicant has not yet submitted, to offer comments on use, design and code compliance. This Staff Development Committee assists applicants processing projects by offering comments and requests for modifications in a timely and cohesive manner.

Actions planned to enhance coordination between public and private housing and social service agencies

In order to enhance coordination between all parties, staff have been working on updating a current list of public agencies, non-profit groups, housing providers, community and neighborhood groups, and affordable housing advocates. After completion of the most recent Consolidated Plan, staff continues to periodically consult with the various providers, groups and other stakeholders to discuss needs, activities, and progress. Staff currently participates in the following regional committees: SANDAG Regional Housing Workforce Group, Regional Task Force on the Homeless, San Diego Regional Alliance for Fair Housing (SDRAFFH), Alliance for Regional Solutions, and the Community Development Block Grant Administrators meeting. Staff will continue to be involved in various community groups involved in all aspects of community development, services and housing. Staff will also continue to assist developers and community organizations that assist the City in the provision of affordable housing and services, and encourage collaboration between non-profit agencies, housing providers and government agencies to help achieve the goals of the Consolidated Plan.

The City of Escondido is a general/board member with the Alliance for Regional Solutions - North County which collaborates with public / private housing and social service agencies with the goal of working together to ensure that current and emerging human needs are met for the greater good of the region.

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as the County, RTFH, and the Alliance for Regional Solutions.

Discussion:

Please see the above for further discussion.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

None.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City does not currently have any projects with recapture restrictions. The City of Escondido would impose recapture requirements that comply with the HOME Final Rule, 24 CFR 92.254. If a property that is assisted with HOME funds is no longer owner-occupied, is refinanced or is sold, the HOME loan becomes due. Recapture provisions limit the amount to be recaptured to the net proceeds of the sale (sales price minus loan repayment -other than HOME funds - and closing costs). This applies to all units regardless of nature of sale. Recapture funds are re-invested by the City into HOME-eligible activities.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City of Escondido imposes recapture requirements that comply with the HOME Final Rule, 24 CFR 92.254. If a property that is assisted with HOME funds is no longer owner-occupied, is refinanced or is sold during the first ten years, the homeowner is responsible for repaying the entire principal amount plus interest to the City. Since the maximum amount loaned in the first-time homebuyers program is the lesser of \$25,000 or 5 percent of the purchase price, the required affordability period of 24 CFR 92.254(a)(4) is ensured. Interest is forgiven after ten years, but repayment of principal is still required. Recapture funds are re-invested by the City into the HELP first-time homebuyer program, housing development or other HOME-eligible activities.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

None

Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

Written standards for providing ESG assistance is provided as an attachment in the "Unique Appendices" section.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The San Diego Continuum of Care, known as the Regional Task Force on the Homeless (RTFH), uses a coordinated assessment system as directed by HUD. The system uses an assessment tool that scores individuals based on their needs and vulnerability to ensure that regional programs give priority to chronically homeless individuals and families who are at-risk by remaining un-housed.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The City conducts an open and competitive Request for Proposal (RFP) process for making awards. RFPs are publically announced on the City website and through email to members of its mailing list.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City does not have homeless or formerly homeless people on its City Council which is the final approval authority for the City. However, the City does consult with the Regional Continuum of Care which has formerly homeless individuals as members. Subcontractors who administer the shelters and the homeless prevention programs have formerly homeless individuals in their organizations who help shape policies and make decisions about services and programs that receive ESG funding.

5. Describe performance standards for evaluating ESG.

The City has adopted performance standards for Homeless Prevention and Rapid Re-housing that are in line with the Continuum of Care. These standards include: rapidly re-housing clients into permanent housing within 30 days after determination of eligibility; retaining this housing for at least six months; attaining or maintaining income while in permanent housing.

CITY COUNCIL STAFF REPORT

Public Hearing No. 24

December 18, 2019

File No. 0873-01

SUBJECT: Allocation of HOME Investment Partnerships Program (“HOME”) Funds to San Diego Habitat for Humanity

DEPARTMENT: Community Development Department, Housing & Neighborhood Services Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-188 authorizing the Director of Community Development to preliminarily commit federal HOME funds to San Diego Habitat for Humanity (“Habitat”) for the acquisition of 245 E. El Norte Parkway and construction of 10 affordable homeowners units, and authorizing the Mayor and City Clerk to execute Affordable Housing Loan Agreements and all necessary loan and supporting agreements in forms acceptable to the City Attorney.

FISCAL ANALYSIS:

There will be no impact on the General Fund. The City of Escondido receives an annual allocation of HOME funds from the U.S. Department of Housing and Urban Development (“HUD”). Fifteen percent (15%) of HOME funds must be reserved as HOME Community Housing Development Organization (“CHDO”) funds for organizations with outreach and board composition requirements. HOME funds can only be used for the development of affordable housing. By regulation, HOME funds must be committed to a specific project within two years and expended within four years. These deadlines have been suspended for entitlement funds, but have not been suspended for CHDO funds. HOME funds reserved in the various budgets have been aggregated and are available for commitment. Approximately \$1,200,000 in federal HOME and HOME/CHDO funds have been aggregated and are available for commitment.

PREVIOUS ACTION:

On March 20, 2019, the City Council authorized the release of Requests for Proposals (“RFP”) for the provision of long-term affordable housing through acquisition or rehabilitation or redevelopment of blighted properties.

On July 17, 2019, the City Council authorized a HOME CHDO seed money loan to begin an analysis of 245 E. El Norte Parkway and begin to identify solutions to the barriers to construction.

BACKGROUND:

On March 21, 2019, Housing & Neighborhood Services Division released a Request for Proposals (“RFP”) inviting requests for funding for the provision of affordable rental housing or first-time

homebuyer opportunities through the rehabilitation of blighted properties or acquisition of long-term affordability covenants. The RFP included a total of \$3,000,000 in a combination of federal HOME and City Successor Housing Agency funds. Veterans Village of San Diego and National Community Renaissance received funding through this offering. Habitat's proposal included significant questions regarding what could be built on the site as well as potential stormwater issues. Habitat was awarded a \$15,000 HOME CHDO seed money loan to determine the project's viability.

Habitat has built new homes, rehabilitated existing homes and made affordable homeownership a reality for over 30 years. Since its inception, Habitat has built, repaired and rehabbed over 300 homes, and has served thousands of families through its neighborhood revitalization programs, leveraging community partnerships, sweat equity and volunteer labor. Habitat has constructed four new construction communities in Escondido at Elm Street, S. Orange Street, and 6th Avenue, Milane Lane, and Hickory Street and Washington Avenue, as well as five scattered site rehabilitation projects. Habitat has a strong record of supporting their partner families through the transition into homeownership and intervening if their partner family cannot maintain homeownership or decides to sell a restricted home in compliance with the City's 45-year deed restriction. San Diego Habitat is eligible to be designated a CHDO for this project.

This project would develop a vacant property in a residential neighborhood, using State density bonus law, to construct ten semi-attached three-bedroom homes. The El Norte project will result in new energy-efficient, privately owned homes affordable to Low Income households for 45 years. Habitat has continued to work with Planning and Engineering staff and their consultants to conduct due diligence on the project. Staff believes that a viable homeownership project can be developed by Habitat on this site.

Staff recommends approving a preliminary commitment for an amount not to exceed \$1,000,000 HOME funds. Full commitment of funds will be made after conditions in the attached Preliminary Conditions are met. Specifically, stormwater solutions must be determined; the budget and construction schedules are finalized; and construction is anticipated to begin within 11 months. Habitat has commitments for all necessary funds, and environmental review (NEPA) is complete. Once conditions are satisfied, staff will develop an Affordable Housing Loan Agreement to the satisfaction of the City Attorney's office. The affordable housing loan will not be brought to City Council for further approvals.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
12/11/19 3:48 p.m.

Karen Youel, Housing and Neighborhood Services Manager
12/11/19 3:49 p.m.

Allocation of HOME Funds to San Diego Habitat for Humanity
December 18, 2019
Page 3

ATTACHMENTS:

1. Resolution No. 2019-188
2. Resolution No. 2019-188 - Exhibit 1: Preliminary Letter of Commitment

RESOLUTION NO. 2019-188

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING ALLOCATIONS OF HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDING IN THE AMOUNT OF \$1,000,000; AND AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO PRELIMINARILY COMMIT FUNDS; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, ALL NECESSARY AGREEMENTS, LOAN DOCUMENTS AND DEEDS

(245 E. EL NORTE PARKWAY)

Case Number: 0873-01

WHEREAS, the City of Escondido (“City”) has approved the final FY 2016-2017, FY 2017-2018, FY 2018-2019; and FY2019-2020 HOME budgets which include funds available for a Request for Proposals for the development of affordable housing; and

WHEREAS, on March 20, 2019, the City Council authorized the release of a Request for Proposals for the provision of long-term affordable housing, utilizing available Affordable Housing Funds including HOME Investment Partnerships Program (“HOME”) and Low and Moderate Income Successor Housing Agency (“SHA”) funds; and

WHEREAS, on July 17, 2019, the City Council approved a \$15,000 HOME seed money loan to conduct studies to determine project viability; and

WHEREAS, the City desires at this time, and deems it to be in the best public interest to approve the allocations, to defer payment of the City’s development fees to the end of the construction of the project, and to authorize the execution of all

agreements, loan documents and deeds necessary to provide such funds and property for the provision of affordable housing.

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 approves an allocation of an amount not to exceed \$1,000,000 in HOME and HOME CHDO funds to San Diego Habitat for Humanity for the provision of affordable housing at 245 E El Norte Parkway. Previously approved HOME seed money loan funds will become a part of the \$1,000,000 loan.
3. That the Director of Community Development is hereby authorized to execute, on the behalf of the City, a preliminary letter of commitment to San Diego Habitat for Humanity (see Exhibit "1," which is attached and incorporated by this reference).
4. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, in a form approved by the City Attorney, any agreements, loan documents, and deeds necessary to provide such funds for the development of the above affordable housing projects.



Bill Martin, AICP
Director of Community Development
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4671 Fax: 760-839-4313

December 19, 2019

Ms, Lori Pfeiler, President/CEO
San Diego Habitat for Humanity
8128 Mercury Ct, San Diego, CA 92111

RE: Preliminary Commitment of HOME Funds in the Amount of \$1,000,000
245 East El Norte Parkway
Escondido, CA 92027

Dear Ms. Pfeiler:

On behalf of the City of Escondido ("City"), I am informing you that on December 18, 2019, the City Council approved a preliminary commitment to make a loan of HOME Investment Partnership Program (HOME) funds to San Diego Habitat for Humanity, a California nonprofit benefit corporation ("Borrower"), for the acquisition of 245 East El Cajon Parkway, Escondido, CA 92027 and construction of 10 units of affordable ownership housing ("Project") via Council Resolution Number 2019-188. As noted below, this commitment is contingent on recipient and approval of a final Project budget and construction timeline and commitments of Project funding, and is subject to the terms and conditions set forth in this letter.

Unless otherwise agreed in writing by the City in its sole discretion, the City's approval of this financing commitment is subject to and contingent upon the following terms and conditions. This commitment will expire on December 31, 2020.

TERMS AND CONDITIONS

1. The Project will consist of the acquisition of 245 East El Cajon Parkway, Escondido and construction of 10 units of homeownership housing to be sold to Low Income (maximum 80% of Area Median Income) households at an affordable purchase price. The homes must be resold to Low Income households for at least 45 years.
2. This \$1,00,000 loan commitment is contingent upon the completion of a final project budget (with stormwater solutions) and proof of funding commitments (either fundraising or a commitment of Borrower funds). Borrower shall be responsible, without cost to the City, for any additional sources of funds that may be needed to complete the Project.

Preliminary Commitment of HOME Funds
December 19, 2019
Page 2

3. The City loan will be in the original principal amount of \$1,000,000, with interest at six percent (6.00%) per annum from the date of disbursement. The term of the loan will be 45 years. Upon sale of the homes to an eligible homebuyers, the interest on the loan will be forgiven and the \$1,000,000 will be reconveyed to the homebuyers.
4. This letter is not intended to describe all of the requirements, terms, conditions and documents necessary for the City loan. A Loan Agreement including the form of promissory note, deed of trust and related documents, will be prepared, and is subject to execution by Borrower prior to its acceptance by the City. The final form of the Loan Agreement approved by Borrower shall include all provisions and attachments customarily included in City loan agreements, including but not limited to conditions precedent to the disbursement of the City loan.
5. The Project shall be constructed in accordance with all applicable Federal, State and local laws, rules and regulations.
6. Borrower shall comply with State Prevailing Wage and/or Federal Davis-Bacon requirements, if applicable.
7. Borrower shall prepare and submit a Sources and Uses Project Budget for approval by the City as an attachment to the Loan Agreement. Line item estimates of the Uses of Funds shall be backed up by such documentation, including appraisals and construction cost estimates, as may reasonably be required by City staff. The final Sources and Uses of Funds for the Project shall be consistent with the Project Budget except as otherwise approved by City Staff. The City loan shall be disbursed to reimburse Borrower for payment of costs in the Project Budget in accordance with disbursement procedures and requirements to be included in the Loan Agreement.
8. Borrower shall submit an annual income and expense statement, balance sheet and statement of all changes in financial position, signed by an authorized officer of Borrower during and at the end of construction.
9. The City loan will be evidenced by a non-recourse promissory note (subject to customary non-recourse carve-outs), and secured by a deed of trust and other customary loan documents.

Preliminary Commitment of HOME Funds
December 19, 2019
Page 3

10. The City loan documents will contain provisions prohibiting the transfer of Borrower's interests in the site of the Project without the reasonable prior written consent of the City.
11. The City loan documents will describe events of default which will permit the City, after notice and opportunity to cure, to pursue appropriate remedies, including acceleration of the City loan and foreclosure under the deed of trust. These events may include, but are not limited to, failure to complete the construction of the Project as required by the Loan Agreement.
12. At the closing, the City shall receive an ALTA lender's policy of title insurance, showing the City deed of trust.
13. The Borrower shall obtain all land use entitlement, approvals, and permits necessary for the construction of the Project and shall pay all City fees in connections therewith.
14. The Borrower's architect and general contractor shall be subject to the reasonable approval of the City.
15. This preliminary commitment allows for the commitment of funds or site approval to occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from the US Department of Housing and Urban development under 24 CFR Part 58, the provision of any funds to the Project is conditioned on the City's determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review. Borrower must not undertake or unconditionally commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. A violation of this provision may result in the denial of any funds under this conditional commitment.
16. Borrower shall prepare and submit a scope of development for approval by the City as an attachment to the Loan Agreement. The City shall have the right to review and approve all design drawings and plans for the Project. All plans for the construction of the Project shall be subject to applicable City design review and approval procedures, and shall be consistent with the logical evolution of the scope of development, except as otherwise approved by the City.
17. Borrower shall prepare and submit a schedule of performance providing for the timely satisfaction of all conditions precedent to the closing and the timely

Preliminary Commitment of HOME Funds
December 19, 2019
Page 4

commencement and completion of construction, for approval by the City as an attachment to the Loan Agreement. Except as otherwise approved by the City, failure to comply with the schedule of performance shall be a default under the terms of the Loan Agreement.

18. At the respective times provided in the schedule of performance, Borrower shall submit for approval by the City evidence of financing consistent with the Loan Agreement and sufficient to completely finance the acquisition of the site and construction of the Project.
19. At the closing for acquisition of the site, Borrower shall execute a Regulatory Agreement and Declaration of Covenants and Restrictions ("Regulatory Agreement"), restricting for at least 45 years the maximum income of subsequent buyers and the maximum sales prices that may be charged to subsequent homebuyers, which shall be recorded against the property.
20. Borrower shall indemnify and hold the City harmless for any costs relating to hazardous materials affecting the site. Prior to closing, Borrower shall submit to the City a Phase 1 Environmental Site Assessment and shall conduct such additional environmental testing as may be necessary to determine that hazardous materials are not present on the site, or that any hazardous materials on the site may be remediated without adversely affecting the feasibility of the Project. The Borrower shall execute an environmental indemnity in favor of the City similar to the form of the environmental indemnity used in other City transactions.
21. Prior to the execution of HOME loan documents, Borrower shall submit evidence of insurance, evidence of financing commitments and such other documentation as required by the Loan Agreement.

If you have any questions, please don't hesitate to contact Karen Youel, Housing & Neighborhood Services Manager, at 760-839-4518 or by email at KYouel@escondido.org.

Sincerely,

Bill Martin
Director of Community Development

CITY COUNCIL STAFF REPORT

Current Business Item No. 25

December 18, 2019

File No. 0720-20

SUBJECT: Unclassified Service Schedule and Salary Plans

DEPARTMENT: Human Resources Department

RECOMMENDATION:

It is requested that the City Council adopt two Resolutions pertaining to Unclassified Employees:

1. Resolution No. 2019-139: Amending and Re-Establishing the Salary Schedule for the Unclassified and Management Groups; and
2. Resolution No. 2019-144: Amending the Part-time Salary Plan.

FISCAL ANALYSIS:

This action makes no direct changes in the number of full-time employees. All financial impacts of this decision were addressed in the Fiscal Year 2019-2020 budget adopted on June 12, 2019.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

None.

PREVIOUS ACTION:

In November 2018, the City Council adopted Resolution No. 2018-169, which amended and re-established the Salary Schedule for the Unclassified and Management Salary groups. In January 2018, the City Council approved and adopted Resolution No. 2018-08, which amended and re-established the Part-Time Salary Plan.

BACKGROUND:

Although the day-to-day operations of the City of Escondido ("City"), including positions and salaries of employees are under the control of the City Manager, the California Government Code, the California Code of Regulations and the Escondido Municipal Code all require the City to formally maintain a list of all unclassified position titles. The California Code of Regulations requires that, for purposes of determining a retiring member's pension allowance, the pay rate be limited to the amount listed on a pay schedule that is approved by the governing body. The law also requires that this type of item be adopted as a matter of "current business" by the governing body.

The Human Resources Department conducts job studies to ensure that job classifications accurately reflect current job duties. Additionally, if a classification is experiencing a recruitment or retention

issue, a classification and compensation study is conducted to ensure that the salary is competitive within the labor market. As a general rule, the City strives to be within 5% +/- of the public agency market median for comparable positions. This staff report recommends approval of the changes summarized in Exhibit A and the subsequent unclassified and management classifications outlined in Exhibit B, both of which Exhibits are attached to Resolution No. 2019-139.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Jessica Perpetua, Interim Human Resources Director
12/11/19 3:16 p.m.

ATTACHMENTS:

1. Resolution No. 2019-139
2. Resolution No. 2019-139 – Exhibit A
3. Resolution No. 2019-139 – Exhibit B
4. Resolution No. 2019-144
5. Resolution No. 2019-144 – Exhibit A
6. Resolution No. 2019-144 – Exhibit B

RESOLUTION NO. 2019-139

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING AND RE-ESTABLISHING THE
SALARY SCHEDULE FOR THE UNCLASSIFIED
AND MANAGEMENT GROUPS

WHEREAS, the compensation for the unclassified and management groups of City of Escondido ("City") employees is established by the City Council from time to time; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary schedule established by Resolution No. 2019-139.

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 salary schedule is set forth in Exhibit "B," attached and incorporated by this reference, for the listed positions are established.
3. That this Resolution supersedes Resolution No. 2018-169.



Summary of Changes Management and Unclassified Clerical Technical Groups November 20, 2019

Class Title	Union Code	Detail of Change	Previous Monthly Salary	Updated Monthly Salary
Asset Program Coordinator	UCT	Position eliminated; incumbent reclassified	--	--
Assistant Chief of Police	PM	Addition of position with adoption of 2019-2020 budget	--	\$10,948 - \$14,780
Assistant Director of Public Works	MGT	Position eliminated; incumbent promoted to Director of Public Works		
Chief of Police	EM	Salary band change due to merit increase	\$14,672 - \$19,807	\$15,406 - \$20,797
Communications Manager	MGT	Addition of position with adoption of 2019-2020 budget	--	\$7,058 - \$9,528
Criminal Intelligence Analyst	UCT	Addition of position with adoption of 2019-2020 budget as result of three-year grant	--	\$5,828 - \$7,084
Criminal Intelligence Supervisor	UCT	Addition of position with adoption of 2019-2020 budget as result of three-year grant	--	\$6,758 - \$8,215
Deputy City Attorney II	MGT	Salary band change due to merit increase	\$6,721 - \$9,074	\$7,058 - \$9,528
Deputy Director of Economic Development	MGT	Addition of position to replace Economic Development Manager	--	\$7,781 - \$10,504
Director of Community Development	EM	Salary band change due to merit increase	\$10,427 - \$14,076	\$10,948 - \$14,780
Director of Finance	EM	Addition of position upon retirement of Deputy City Manager	--	\$10,427 - \$14,076
Director of Human Resources	EM	Addition of position upon retirement of Deputy City Manager	--	\$10,427 - \$14,076
Director of Information Systems	EM	Salary band change due to merit increase	\$10,427 - \$14,076	\$10,948 - \$14,780
Director of Utilities	EM	Salary band change due to merit increase	\$10,948 - \$14,780	\$11,496 - \$15,520
Executive Office Coordinator	UCT	Salary band change as a result of position study	\$3,645 - \$4,431	\$4,024 - \$4,891
Legal Secretary	UCT	Position eliminated	--	--
Public Safety Systems Manager	MGT	Salary band change due to merit increase	\$6,096 - \$8,230	\$6,402 - \$8,642
Revenue Manager	MGT	Position eliminated	--	--
Senior Accountant	MGT	Addition of position to replace Treasury Manager	--	\$5,806 - \$7,838



**Unclassified and Management Salary
As of 11/20/2019
(all salaries shown as monthly)**

Union Code	Job Code	Job Description	Base	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
MGT	20090	Accountant I	Band 008	4,333	5,850				
MGT	20094	Accountant II	Band 012	5,266	7,109				
UCT	20093	Accounting Assistant I	2,644	2,777	2,915	3,061	3,214		
UCT	20091	Accounting Assistant II	2,919	3,065	3,218	3,379	3,548		
UCT	21330	Administrative Coordinator	4,024	4,225	4,436	4,658	4,891		
MGT	21333	Applications Development Mgr	Band 018	7,058	9,528				
UCT	73000	Asst Canal Superintendent	4,553	4,780	5,019	5,270	5,534		
UCT	21073	Asst Chief of Police	Band 027	10,948	14,780				
MGT	20000	Asst City Attorney	Band 031	13,308	17,966				
MGT	21060	Asst City Clerk	Band 014	5,806	7,838				
MGT	20180	Asst City Engineer	Band 021	8,170	11,030				
EM	10100	Asst City Manager	Band 032	13,973	18,864				
MGT	20192	Asst Dir of Community Svs	Band 020	7,781	10,504				
MGT	20135	Asst Dir of Finance	Band 023	9,007	12,160				
MGT	20140	Asst Dir of Planning	Band 023	9,007	12,160				
UCT	20884	Asst Env Programs Specialist	3,926	4,122	4,328	4,544	4,772		
MGT	20310	Bldg Maintenance Supt	Band 015	6,096	8,230				
MGT	20150	Bldg Official	Band 021	8,170	11,030				
MGT	20320	Budget Manager	Band 018	7,058	9,528				
UCT	20826	Business Analyst I	4,666	4,900	5,145	5,402	5,672		
UCT	20827	Business Analyst II	5,151	5,408	5,679	5,963	6,261		
UCT	73600	Canal Assistant I	3,067	3,220	3,381	3,550	3,728		
UCT	73650	Canal Assistant II	3,385	3,554	3,732	3,919	4,115		
MGT	73500	Canal Superintendent	Band 012	5,266	7,109				
PM	10650	Chief Of Police	Band 034	15,406	20,797				
EM	10200	City Attorney	20,125						
EM	12000	City Clerk	Band 023	9,007	12,160				
EM	10300	City Manager	23,833						

Union Code	Job Code	Job Description	Base	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
EME	12200	City Treasurer	8,124						
MGT	50560	Code Enforcement Manager	Band 018	7,058	9,528				
UCT	21401	Collections Officer	3,736	3,923	4,119	4,325	4,542		
MGT	21020	Communications Manager	Band 018	7,058	9,528				
MGT	21015	Communications Officer	Band 014	5,806	7,838				
MGT	50755	Community Services Manager	Band 012	5,266	7,109				
UCT	82235	Control Systems Analyst	7,278	7,642	8,024	8,425	8,846		
MGT	40431	Crime Analyst	Band 008	4,333	5,850				
UCT	40432	Criminal Intelligence Analyst	5,828	6,119	6,425	6,746	7,084		
UCT	40433	Criminal Intelligence Sup	6,758	7,096	7,451	7,824	8,215		
MGT	21001	Dep Building Official	Band 016	6,402	8,642				
MGT	21199	Dep City Attorney I	Band 015	6,096	8,230				
MGT	21200	Dep City Attorney II	Band 018	7,058	9,528				
EM	10430	Dep City Manager	Band 030	12,674	17,110				
MGT	20338	Dep Dir of Economic Dev	Band 020	7,781	10,504				
MGT	20336	Dep Dir of Pub Wks/Maintenance	Band 020	7,781	10,504				
MGT	20940	Dep Dir of Util/Const & Eng	Band 024	9,458	12,768				
MGT	20970	Dep Dir of Util/Wastewater	Band 024	9,458	12,768				
MGT	20950	Dep Dir of Util/Water	Band 024	9,458	12,768				
UCT	21430	Department Aide	2,517	2,643	2,775	2,914	3,059		
UCT	21440	Department Assistant	2,919	3,065	3,218	3,379	3,548		
UCT	21055	Deputy City Clerk	4,666	4,900	5,145	5,402	5,672		
MGT	20685	Design & Construction Proj Mgr	Band 016	6,402	8,642				
EM	10415	Dir of Comm & Community Svs	Band 024	9,458	12,768				
EM	10400	Dir of Community Development	Band 027	10,948	14,780				
EM	10480	Dir of Eng Svs/City Eng	Band 026	10,427	14,076				
EM	10460	Dir of Finance	Band 026	10,427	14,076				
EM	10550	Dir of Human Resources	Band 026	10,427	14,076				
EM	10450	Dir of Info Systems	Band 027	10,948	14,780				
EM	10540	Dir of Public Works	Band 026	10,427	14,076				
EM	10575	Dir of Utilities	Band 028	11,496	15,520				
UCT	21460	Division Coordinator	3,385	3,554	3,732	3,919	4,115		

Union Code	Job Code	Job Description	Base	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
MGT	20338	Economic Development Manager	Band 018	7,058	9,528				
UCT	60800	Emer Medical Svs Program Coord	4,442	4,664	4,897	5,142	5,399		
MGT	50770	Emer/Disaster Preparedness Mgr	Band 014	5,806	7,838				
MGT	20880	Environmental Prog Mgr/Util	Band 016	6,402	8,642				
UCT	20885	Environmental Prog Specialist	5,151	5,408	5,679	5,963	6,261		
UCT	21332	Executive Assistant-City Atty	4,903	5,148	5,405	5,675	5,959		
UCT	21331	Executive Assistant-City Mgr	5,151	5,408	5,679	5,963	6,261		
UCT	21336	Executive Asst-Chief of Police	4,903	5,148	5,405	5,675	5,959		
UCT	21334	Executive Office Coordinator	4,024	4,225	4,436	4,658	4,891		
UCT	21337	Executive Office Specialist	3,067	3,220	3,381	3,550	3,728		
MGT	50725	Finance Manager	Band 018	7,058	9,528				
MGT	50751	Fire Admin Services Manager	Band 014	5,806	7,838				
FM	20370	Fire Battalion Chief	Band 023	9,007	12,160				
EM	10600	Fire Chief	Band 030	12,674	17,110				
FM	20300	Fire Division Chief	Band 026	10,427	14,076				
MGT	20350	Fire Marshal	Band 022	8,578	11,581				
MGT	20850	Fleet Maint Superintendent	Band 015	6,096	8,230				
UCT	20874	Forensic Services Supervisor	6,123	6,429	6,750	7,088	7,442		
MGT	50731	Geographic Information Sys Mgr	Band 014	5,806	7,838				
UCT	50735	GIS Analyst I	5,412	5,682	5,966	6,265	6,578		
UCT	50737	GIS Analyst II	5,973	6,272	6,586	6,915	7,261		
UCT	50785	GIS Technician I	3,645	3,828	4,019	4,220	4,431		
UCT	50786	GIS Technician II	4,024	4,225	4,436	4,658	4,891		
MGT	21190	Housing & Neigh Svs Manager	Band 018	7,058	9,528				
MGT	21081	Human Resources Analyst I	Band 009	4,549	6,141				
MGT	21083	Human Resources Analyst II	Band 011	5,015	6,771				
UCT	21650	Human Resources Coordinator	4,553	4,780	5,019	5,270	5,534		
MGT	21130	Human Resources Manager	Band 019	7,410	10,004				
UCT	21651	Human Resources Technician I	3,556	3,734	3,921	4,117	4,323		
UCT	21655	Human Resources Technician II	3,926	4,122	4,328	4,544	4,772		
MGT	20800	Laboratory Superintendent	Band 019	7,410	10,004				
MGT	20501	Lakes & Open Space Supt.	Band 014	5,806	7,838				

Union Code	Job Code	Job Description	Base	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
UCT	20875	Latent Print & Evid Specialist	5,280	5,544	5,821	6,112	6,417		
UCT	20876	Latent Print Specialist	4,666	4,900	5,145	5,402	5,672		
UCT	21580	Legal Assistant	4,783	5,022	5,273	5,537	5,814		
UCT	21585	Legal Specialist	5,025	5,276	5,540	5,817	6,108		
UCT	21470	Maintenance & Oper Coordinator	3,736	3,923	4,119	4,325	4,542		
UCT	81935	Maintenance Scheduler	6,276	6,590	6,919	7,265	7,628		
MGT	21090	Management Analyst I	Band 009	4,549	6,141				
MGT	21092	Management Analyst II	Band 012	5,266	7,109				
UCT	21317	Network Administrator I	5,151	5,408	5,679	5,963	6,261		
UCT	21318	Network Administrator II	5,686	5,970	6,268	6,582	6,911		
MGT	21801	Network Manager	Band 019	7,410	10,004				
UCT	21311	Network Systems Engineer	5,412	5,682	5,966	6,265	6,578		
UCT	21310	Network Systems Technician I	3,470	3,643	3,825	4,017	4,217		
UCT	21313	Network Systems Technician II	3,830	4,021	4,222	4,434	4,655		
UCT	21316	Network Systems Technician III	4,227	4,439	4,661	4,894	5,139		
UCT	21661	Payroll Analyst	4,333	4,550	4,777	5,016	5,267		
UCT	21660	Payroll Technician I	3,470	3,643	3,825	4,017	4,217		
UCT	21662	Payroll Technician II	3,830	4,021	4,222	4,434	4,655		
MGT	50752	Police Busines Mgr	Band 014	5,806	7,838				
PM	20600	Police Captain	Band 026	10,427	14,076				
PM	20670	Police Lieutenant	Band 024	9,458	12,768				
UCT	21550	Police Projects Specialist	4,124	4,331	4,547	4,774	5,013		
MGT	50753	Police Services Analyst	Band 013	5,530	7,465				
UCT	21555	Police Training Coordinator	4,024	4,225	4,436	4,658	4,891		
MGT	20680	Principal Engineer	Band 019	7,410	10,004				
MGT	20690	Principal Planner	Band 019	7,410	10,004				
MGT	21240	Program Administrator	Band 009	4,549	6,141				
UCT	21680	Programmer Analyst I	4,333	4,550	4,777	5,016	5,267		
UCT	21681	Programmer Analyst II	4,783	5,022	5,273	5,537	5,814		
MGT	40100	Pub Safety Communications Mgr	Band 017	6,721	9,074				
UCT	20822	Public Safety Systems Analyst	5,412	5,682	5,966	6,265	6,578		
MGT	21335	Public Safety Systems Manager	Band 016	6,402	8,642				

Union Code	Job Code	Job Description	Base	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
MGT	20500	Public Works Superintendent	Band 015	6,096	8,230				
UCT	30505	Publications Coordinator I	3,067	3,220	3,381	3,550	3,728		
UCT	30500	Publications Coordinator II	3,385	3,554	3,732	3,919	4,115		
MGT	21340	Real Property Manager	Band 019	7,410	10,004				
UCT	20040	Risk & Safety Coordinator	4,333	4,550	4,777	5,016	5,267		
MGT	20337	Risk & Safety Manager	Band 019	7,410	10,004				
MGT	20860	Sr Accountant	Band 014	5,806	7,838				
UCT	20092	Sr Accounting Assistant	3,385	3,554	3,732	3,919	4,115		
MGT	50754	Sr Crime Analyst	Band 010	4,777	6,449				
MGT	21220	Sr Deputy City Attorney	Band 022	8,578	11,581				
MGT	20877	Sr Engineer	Band 018	7,058	9,528				
UCT	20887	Sr Environmental Prog Spec	5,686	5,970	6,268	6,582	6,911		
MGT	21080	Sr Human Resources Analyst	Band 014	5,692	7,838				
UCT	21590	Sr Legal Assistant	5,547	5,824	6,115	6,421	6,742		
MGT	21309	Sr Network Systems Engineer	Band 015	6,096	8,230				
MGT	20840	Sr Planner	Band 014	5,806	7,838				
UCT	20347	Sr Safety Analyst	5,412	5,682	5,966	6,265	6,578		
UCT	20823	Systems Analyst I	5,973	6,272	6,586	6,915	7,261		
UCT	20825	Systems Analyst II	6,593	6,923	7,269	7,633	8,014		
UCT	82255	Technical Production Coord	3,470	3,643	3,825	4,017	4,217		
UCT	20965	Telecommunications Specialist	3,926	4,122	4,328	4,544	4,772		
MGT	21005	Tourism & Marketing Administra	Band 009	4,549	6,141				
MGT	82233	Utilities Analyst	Band 011	5,015	6,771				
MGT	20683	Utilities Constr Proj Mgr	Band 016	6,402	8,642				
UCT	82230	Utilities Construction Coord	4,442	4,664	4,897	5,142	5,399		
MGT	20920	Utilities Maintenance Supt	Band 022	8,578	11,581				
MGT	20975	Wastewater Trmt Plant Supt	Band 022	8,578	11,581				
MGT	20930	Water Distribution Supt	Band 018	7,058	9,528				
MGT	20990	Water Treatment Plant Supt	Band 022	8,578	11,581				
UCT	20960	Web Design Technician I	3,470	3,643	3,825	4,017	4,217		
UCT	20961	Web Design Technician II	3,830	4,021	4,222	4,347	4,655		

RESOLUTION NO. 2019-144

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE PART-TIME SALARY PLAN

WHEREAS, the compensation for the part-time, unclassified group of City of Escondido's ("City") employees is established by the City Council from time to time; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt and amend said salary ranges of the Part-time Hourly Compensation Plan and Part-Time Hourly Pay Schedule.

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 part-time salary ranges are hereby established and amended for the positions set forth in Exhibit "A," and corresponding hourly step rates set forth in Exhibit "B," which are both attached and incorporated by this reference.
3. That this Resolution supersedes Resolution No. 2018-08.

PART-TIME HOURLY COMPENSATION PLAN January 1, 2020

RANGE I 13.00 – 16.24	RANGE VI 14.71 – 18.37
Maintenance Aide I Park Attendant I Recreation Leader I Senior Service Aide I	Currently No Classifications
RANGE II 13.33 – 16.64	RANGE VII 15.07 – 18.83
Lifeguard Maintenance Aide II Park Attendant II Recreation Leader II Senior Service Aide II	Currently No Classifications
RANGE III 13.66 – 17.06	RANGE VIII 15.45 – 19.30
Park Attendant III Principal Recreation Leader Senior Service Aide III	Currently No Classifications
RANGE IV 14.00 – 17.48	RANGE IX 15.84 – 19.78
Water Safety Instructor	Currently No Classifications
RANGE V 14.35 – 17.92	RANGE X
Parking Enforcement Officer	Dept. Head discretion ranging from a minimum of current California minimum wage to a maximum of \$100.00 per hour. Department Specialist Department Specialist / Reserve Maintenance Specialist Recreation Specialist I Recreation Specialist II Swimming Pool Manager Tiny Tot Instructor

(Ranger Specialist – Park Ranger I Benchmark; M&O 99)

PART-TIME HOURLY PAY SCHEDULE
January 1, 2020

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range I - Base Rate	\$13.000000	\$13.325000	\$13.658125	\$13.999578	\$14.349568	\$14.708307	\$15.076014	\$15.452915	\$15.839238	\$16.235219
Range II - Base Rate	\$13.325000	\$13.658125	\$13.999578	\$14.349568	\$14.708307	\$15.076014	\$15.452915	\$15.839238	\$16.235219	\$16.641099
Range III - Base Rate	\$13.658125	\$13.999578	\$14.349568	\$14.708307	\$15.076014	\$15.452915	\$15.839238	\$16.235219	\$16.641099	\$17.057127
Range IV - Base Rate	\$13.999578	\$14.349568	\$14.708307	\$15.076014	\$15.452915	\$15.839238	\$16.235219	\$16.641099	\$17.057127	\$17.483555
Range V - Base Rate	\$14.349568	\$14.708307	\$15.076014	\$15.452915	\$15.839238	\$16.235219	\$16.641099	\$17.057127	\$17.483555	\$17.920644
Range VI - Base Rate	\$14.708307	\$15.076014	\$15.452915	\$15.839238	\$16.235219	\$16.641099	\$17.057127	\$17.483555	\$17.920644	\$18.368660
Range VII - Base Rate	\$15.076014	\$15.452915	\$15.839238	\$16.235219	\$16.641099	\$17.057127	\$17.483555	\$17.920644	\$18.368660	\$18.827876
Range VIII - Base Rate	\$15.452915	\$15.839238	\$16.235219	\$16.641099	\$17.057127	\$17.483555	\$17.920644	\$18.368660	\$18.827876	\$19.298573
Range IX - Base Rate	\$15.839238	\$16.235219	\$16.641099	\$17.057127	\$17.483555	\$17.920644	\$18.368660	\$18.827876	\$19.298573	\$19.781037
Range X - Base Rate	Salary set at Department Head discretion ranging from a minimum of current California minimum wage to a maximum of \$100.00 per hour.									

CITY COUNCIL STAFF REPORT

Current Business Item No. 26

December 18, 2019

File No. 0720-20

SUBJECT: City Council Member and Mayor Compensation

DEPARTMENT: City Attorney

RECOMMENDATION:

It is requested that the City Council adopt Ordinance No. 2019-20 amending Section 2-28 of the Escondido Municipal Code to increase (1) the salary for the City Council Members from \$2,088.43 per month to \$2,297.27; and (2) the salary of the Mayor from \$5,895.09 per month to \$6,484.60 per month, all effective on the date the City Council Members elected in 2020 are sworn into office.

FISCAL ANALYSIS:

Adoption of the salary adjustment would result in an annual increase to the General Fund budget of \$17,098.57 as of December 2020.

PREVIOUS ACTION:

The Mayor and Council Member salaries last increased in December 2017, effective December 2018, pursuant to Ordinance No. 2017-15R.

BACKGROUND:

Section B(9) of the City Council Rules and Policies provides that the salary for the Mayor and City Council Members shall be considered during December of odd-numbered years. This allows the City Council to consider adopting an ordinance to increase the Council salary to be effective after the next municipal election and account for each of the two years since the last increase became effective.

The subject of salaries for City Council Members and Mayor is controlled by California Government Code Sections 36516 and 36516.1. Pursuant to Section 36516(a)(4), any salary increases must be adopted by ordinance, and cannot exceed five percent for each calendar year calculated from the operative date of the last increase. Amounts paid by the city for retirement, health and welfare are not included in these computations, provided the same benefits are available and paid by the city for its employees. Future, automatic increases are not permitted. Salary increases for City Council members, regardless of when adopted, cannot take effect until one or more members commences a new term of office.

The last increase in City Council Member salaries was adopted in December 2017. The City Council approved Ordinance 2017-15R, which amended Section 2-28(a) of the Escondido Municipal Code to increase the compensation of City Council Members to \$2,088.43 per month. This salary adjustment was effective in December 2018. Pursuant to State law, the City Council may increase its monthly salary by up to ten percent, five percent for each calendar year, calculated from the effective date of the last increase. A ten percent increase will change the salary for the City Council Members from \$2,088.43 per month to \$2,297.27 per month, effective on the date the City Council Members elected in 2018 are sworn into office.

Pursuant to Escondido Municipal Code Section 2-28(b), the Mayor's salary would also increase by the same percentage set forth in any ordinance adopted which provides for City Council salaries. The Mayor's current salary is \$5,895.09 per month. A ten percent increase in the Mayor's salary would result in a monthly salary of \$6,484.60.

ISSUE OF PAY INEQUITY:

Council Member Olga Diaz has inquired about the potential of allowing Council Members to self-determine whether they will serve in a "full-time" capacity. Council Member Diaz is concerned that there has developed an historic, cumulative and accruing pay disparity as the Council Member and Mayor salary increases are approved every two years. That is, because the Mayor's salary is higher than the Council Member salaries, when the same 5% salary increase is approved for each, the gap continues to widen over time creating a pay inequity.

Although neither the Escondido Municipal Code nor relevant Government Codes address or use the specific terms of "full time" and "part time" legislators as it relates to salaries, the issue of increasing the salaries of elected members regardless of their work time commitments is directly governed by Government Code Section 36516. As noted above, Section 36516(a)(4) definitively prohibits any increases in a Council Member or Mayor salary in excess of 5% per year. Putting aside issues of how such a work status self-determination would be implemented, if the proposal were to allow Council Members to declare "full time" status for purposes of pay, and effectively increase their salary by up to 100%, it would directly violate the Government Code.

Government Code Section 36516(b) does allow the City Council to bring the question of Council and Mayor salaries to the electorate for a vote. That provision allows for questions of whether a salary will be allowed and amount, even beyond the 5% limitation, brought to the voters "at any municipal election."

CONCLUSION:

State law allows for the adoption of Ordinance No. 2019-20 amending Section 2-28 of the Escondido Municipal Code to increase the salary for the City Council Members, with a commensurate increase in the Mayor's salary, effective on the date the City Council Members elected in 2020 are sworn into office.

This office is unable to recommend a proposal to allow for Council Members to self-determine their work status as “full time” for purposes of closing a pay inequity. The Government Code prohibits an increase beyond 5% per year absent voter approval and the practicalities and fiscal impacts of such a program are unknown at this time.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Michael R. McGuinness, City Attorney
12/11/19 3:31 p.m.

ATTACHMENTS:

1. Ordinance No. 2019-20

ORDINANCE NO. 2019-20

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING SECTION 2-28 OF THE
ESCONDIDO MUNICIPAL CODE, AMENDING
THE SALARY SCHEDULE FOR THE CITY
COUNCIL MEMBERS

WHEREAS, the last adjustment of the salary of the City Council was effective December 2017, pursuant to Ordinance No. 2017-15R; and

WHEREAS, Section 36516 of the Government Code permits annual five percent increases in Council salaries provided that the effective date of an adjustment in the salaries of the City Council Members must be delayed until one or more Council Members commences a new term of office; and

WHEREAS, the current salary for City Council Members is \$2,088 per month, as set by Escondido Municipal Code Section 2-28(a); and

WHEREAS, the total current salary of the Mayor is \$5,895 per month, as set by Escondido Municipal Code Section 2-28(b).

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

SECTION 1. That the above recitations are true.

SECTION 2. Section 2-28 of the Escondido Municipal Code is hereby amended to read as follows:

Section 2-28. Compensation of Members.

(a) Effective on the date the City Council members to be elected at the 2020 Regular Municipal Election are sworn into office, the members of the City Council shall receive a monthly salary of two thousand, two hundred and ninety-seven dollars and

twenty-seven cents (\$2,297.27) per month in accordance with the provisions of Section 36516 of the Government Code.

(b) In addition to the salary provided for council members in subsection (a), the mayor of the City of Escondido shall receive a monthly salary of four thousand, one hundred eighty-seven dollars and thirty-three cents (\$4,187.33), in accordance with the provisions of Section 36516.1 of the California Government Code. The salary provided by this subsection shall increase by the same percentage set forth in any ordinance adopted which provides for city council salaries.

SECTION 3. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published, in accordance with Government Code section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the City of Escondido.



CITY COUNCIL STAFF REPORT

Current Business Item No. 27

December 18, 2019

File No. 0650-40

SUBJECT: Review and Reconsideration of Campaign Contribution Limits

DEPARTMENT: City Attorney

RECOMMENDATION:

It is requested that the City Council adopt Ordinance No. 2019-22 and approve an amendment to the Escondido Municipal Election Campaign Control Ordinance to lower the maximum personal contributions from \$4,300 to \$250 for city council candidates and from \$4,300 to \$800 for mayoral candidates. It is further requested that the City Council discuss, consider and give staff direction on additional campaign control amendments, if any.

FISCAL ANALYSIS:

Any changes to campaign contribution limits for local Escondido mayoral and council district seats currently in the Campaign Control Ordinance will have no fiscal impact on the City of Escondido.

PREVIOUS ACTION:

The Campaign Control Ordinance was last amended in April 2018.

BACKGROUND:

On October 9, 2019, Mayor Paul McNamara asked that the issue of local campaign contribution limits be placed on the future agenda for review and discussion and has further recommended proposed limits for consideration. Subsequently, Councilmember Olga Diaz asked to supplement the agenda item to further consider a limitation when councilmembers accept campaign contributions from persons having business before the City Council and for a period of time after a vote.

State Law Campaign Contribution Limits.

The Political Reform Act (PRA) regulates campaign finance and disclosure requirements for state and local candidates and committees. A city may also impose its own limits on campaign contributions in municipal elections and impose additional requirements separate from the PRA provided those requirements do not prevent compliance with the PRA. (Government Code § 81013; Elections Code § 10202) The PRA, first enacted in 1974, is intended to ensure that disclosure of political contributions is accurate, timely, and truthful; to keep voters informed; to make elections fair by abolishing laws and practices that favor incumbents; and, to provide adequate enforcement

mechanisms of its provisions. (Government Code § 81002.) The California Fair Political Practices Commission (FPPC) has primary responsibility for the administration and implementation of the PRA.

On October 8, 2019, California enacted AB 571, which amended various sections of California's Elections and Government Codes. Generally, the new enactment establishes limitations on contributions to a candidate for local office in the case where the local governing body has not adopted its own limits. Starting on January 1, 2021, the "default" limit on campaign contributions shall be the amount provided for in the Government Code for contributions to candidates running in state legislative races. Today, the limit for a "person" (as defined by the FPPC) to contribute to a candidate is \$4,700 per election for state senate and assembly races. However, the law specifically allows a city by ordinance or resolution to impose limits on contributions to candidates for elective city offices that are different from the state limit. (Government Code § 85702.5(a)). That is, a local jurisdiction may enact campaign contribution limits for persons and committees for elective offices in the jurisdiction that are stricter or more liberal than the default limit statute. The law further provides that the FPPC is not responsible for the administration or enforcement of the local campaign limitations ordinances and the local agency may establish its own administrative, civil or criminal penalties.

The Escondido Campaign Control Ordinance.

In 1983, the City of Escondido adopted Ordinance No. 83-46, which provided for Controls on Campaign Contributions. The ordinance was adopted to supplement the PRA.

The Ordinance is commonly referred to as the Campaign Control Ordinance and it has undergone multiple amendments since it was first adopted. For example, in 1997, the Campaign Control Ordinance was amended to conform to Proposition 208, which contained newly adopted statewide campaign laws. However, in 1998, a federal court issued a preliminary injunction prohibiting enforcement of the new state law finding that the limitations on the amounts of contributions was not narrowly drawn to achieve a legitimate purpose in violation of the First Amendment. *California Prolife Council v. Scully* (E.D. Cal. 1998) 989 F. Supp. 1282. The Ninth Circuit Court of Appeals later affirmed the injunction in 1999.

In 2007, the campaign contribution limit was increased to \$500 and a Consumer Price Index (CPI) formula was added to allow for future increases over time. In 2013, the Campaign Control Ordinance was amended again to increase campaign contributions to \$4,100 and to remove the CPI adjustment. The 2013 amendment also removed the prohibitions on cash contributions by allowing such contributions up to \$25.

In April 2018, the Campaign Control Ordinance was last amended in an effort to update the provisions to be largely consistent with the PRA. In addition to increasing the personal contribution limit to \$4,300, the Ordinance made changes to the definitions of "Committee" and "Contribution" to conform to the PRA, changed the amount of allowable cash contributions up to \$100, and repealed

certain provisions relating to credit and checking accounts. No anonymous contributions are now allowable under Escondido's Campaign Control Ordinance.

Escondido Municipal Code Section 2-103(a), which limits campaign contributions by persons, provides:

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

Escondido Municipal Code Section 2-100 identifies the purpose and intent of the City's efforts to enact regulations and limitations in local campaigns. As stated, the purpose of the Code is to "preserve an orderly political forum in which individuals may express themselves effectively; to place realistic and enforceable limits on the amounts of money that may be contributed to political campaigns in municipal elections; to prohibit contributions by organizations in order to develop a broader base of political efficacy within the community; to limit the use of loans and credit in the financing of municipal election campaigns; and to provide full and fair enforcement of all the provisions of this article."

The City's existing Campaign Control Ordinance governs the campaign contribution limits for local City Council seat races and allows for campaign contributions below the state-mandated limit. It is enforceable today and would continue to be valid and enforceable after AB 571 becomes effective on January 1, 2021. The City Council has the authority to make changes to its local campaign contribution limits provided they are generally compliant with the PRA and AB 571.

First Amendment Issues.

In addition to state and local laws, campaign finance laws can also touch on federal constitutional issues. Most notably, *Citizens United v. Federal Election Comm'n*, 572 U.S. 185 (2014) addressed the issue of whether the government may restrict independent expenditures for political communications by entities other than individuals (i.e. corporations, unions, non-profits, etc.). The case arose out of a private organization's efforts to air a film critical of Hillary Clinton who was a presidential candidate. At the time, federal law prevented corporations and unions from making campaign expenditures for broadcasts, also known as "electioneering communications," which mention a candidate a candidate for office within 60 days of a general election or 30 days before a primary. The United States Supreme Court struck down the law finding that the First Amendment protects associations of people in addition to individual speakers and that the identity of the speaker is not the proper province of the government to regulate. As a result, a federal law that prohibited all expenditures by corporations or associations would violate the free speech rights guaranteed by the First Amendment.

The decision has been the subject of debate since its inception. Its relevance to this discussion is that the Supreme Court has demonstrated an interest in examining the principles of potential First Amendment violations when the government attempts to limit campaign expenditures that may help or, in the case of *United Citizens* be arguably detrimental to, a candidate for office.

Very recently, the United States Supreme Court took up the issue of campaign contribution limits in *Thompson v. Hebdon*, 589 U.S. ___ (2019) (*per curiam*). In *Hebdon*, the State of Alaska limited the amount an individual can contribute to a candidate for political office, or to an election-oriented group other than a political party, to \$500 per year. A contributor who wished to contribute more than the limit to a candidate for office sued the State of Alaska claiming that the low maximum contribution amount constituted a violation of the First Amendment. The District Court and Ninth Circuit Court of Appeal rejected the claim and upheld the restriction. The United States Supreme Court vacated the Ninth Circuit's decision and remanded the case to determine whether "Alaska's contribution limits are consistent with our First Amendment precedents." While not providing clear direction on the Court's opinion on the merits of the question, the Court's decision discussed certain "danger signs" regarding a government limitation on campaign contributions. The Court looked at (1) whether the limit was "substantially lower than previously [judicially] upheld limits;" (2) whether the limit is substantially lower than comparable limits in other states; and (3) whether the amount is adjusted for inflation. While not exhaustive of potential problems with a potentially violative campaign finance law, these are helpful touchpoints for First Amendment judicial review of any City legislation.

Comparative Local Ordinance Limits.

A survey was conducted of the campaign contribution limits enacted by all municipalities in San Diego County. Attachment 1 provides a spreadsheet of the results of that survey.

To be clear, the campaign contribution limits in other San Diego cities are not controlling of the discretion this City Council has on establishing limits for races in this jurisdiction. However, they may serve as a helpful guide in examining the reasonableness and appropriateness of the City contribution limitations, particularly in jurisdictions with comparable geographic, population, and council district characteristics. Currently, several cities in the county have no campaign contribution limits (Carlsbad, El Cajon, Imperial Beach, National City, and Oceanside). Assembly Bill 571 will apply to those jurisdictions and they will need to either establish their own limits or allow for the limits that exist for state elective offices.

Other cities in the County have individual contribution limits that range from \$100 (Poway and Solana Beach) to \$1,000 (Lemon Grove) for City Council races. Some limits are indexed for inflation, others are not. The City of San Diego's individual limit for council district elections is \$600 and \$1,150 for the citywide races for Mayor and City Attorney.

As can be seen from Attachment 1, the City of Escondido's campaign contribution limit is the highest for cities *who have adopted some limitation*. After the implementation of AB 571, for those cities who have no limits and choose not to amend their laws, the limitation will default to the limits for state legislative races under state law (\$4,700).

In light of this background, including potential First Amendment issues, and in furtherance of the desire to eliminate the potential of "improper influence, real or potential," Escondido should consider reducing the personal campaign contribution limits from \$4,300 to \$250 for councilmember races and from \$4,300 to \$800 for citywide mayoral races, or such other amounts which address the realities of campaigning in this City. These proposed amounts are in the approximate mid-range of other county cities who have adopted local controls and they attempt to strike a balance relative to the size and population of the City, the presence of district elections, and the likely increased campaign expense involved in running a citywide mayoral race as opposed to a more limited council district race.

To be clear, the contribution amounts are entirely a function of City Council discretion and should reflect the real conditions of campaigning in this City. The Councilmembers are in a unique position to understand the dynamics and economics of raising and spending money for elective office in this City.

Voting and Limitations Related to Persons with City Business.

Councilmember Diaz has inquired about consideration and discussion of an additional limitation to local campaign contributions.

The question was posed whether the City could impose a further restriction on councilmember voting and/or acceptance of contributions when a person has a matter pending before the council or for a period of time after a council vote (*e.g.* 12 months). As an example, the City of San Marcos enacted Municipal Code Section 2.16.070 in 2003.

San Marcos Municipal Code Section 2.16.070 provides in relevant part as follows:

- (a) Within twelve (12) months after receiving a campaign contribution or other income totaling one hundred dollars (\$100) or more from any source ... no City Councilmember shall make, participate in making or attempt to influence any government decision or action that will have a reasonably foreseeable material financial effect on the campaign contributor or other source of income that is distinguishable from its impact on the public generally or a significant segment of the public, as defined by the Political Reform Act of 1974.

(b) No City Councilmember shall accept any campaign contribution or other income from any source totaling one hundred dollars (\$100) or more within twelve (12) months after he or she has made, participated in making, attempted to influence or influenced any government decision or action that had a material financial effect on the campaign contributor or other source of income that is distinguishable from its impact on the public generally or a significant segment of the public, as defined by the Political Reform Act of 1974.

State law provides a similar statute touching on the subject of accepting contributions from persons having business before state agencies, boards and commissions.

Government Code § 84308(b) provides in relevant part that no agency officer may “accept, solicit or direct a contribution of more than \$250 from any party ... while a proceeding involving a license, permit or other entitlement for use is pending before the agency and for three months following the date of a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest.”

Subsection (c) of Section 84308 further provides that “prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party ... shall disclose that fact on the record of the proceeding.”

Government Code § 84308 does *not* apply to City councilmembers in their role as representatives of their districts or as the mayor because they are directly elected by the voters from this jurisdiction. Government Code §84308(a)(3). However, these rules do apply to a councilmember who is acting as a voting member of another agency.

This office has no recommendation on the implementation of a law similar to the City of San Marcos or Section 84308, or some version of it. This office seeks direction on what type of amendments the City Council is looking for, if any, in the City’s Campaign Control ordinance to address this subject.

CONCLUSION:

The City Council has authority, and has exercised its authority in the past, to set campaign contribution limits consistent with the PRA. However, upon examining the current landscape of contribution limits in the County of San Diego, there are no unique factors that appear to support the significant departure in limitations from other cities of similar size and population. Use of a proportional difference for district seat vs. citywide races is supportable from the perspective of the costs associated with running a citywide race for elective office such as the mayor compared to a district race. Ordinance No. 2019-22 was designed to address the issues of campaign contribution

Review and Reconsideration of Campaign Contribution Limits
December 18, 2019
Page 7

limits to be consistent with the stated purpose and intent of the City's Campaign Control Ordinance as well as state and federal law.

This office and staff are prepared to assist the City Council with making any further amendments to the Escondido Municipal Code on this matter and related matters.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Michael R. McGuinness, City Attorney
12/11/19 3:31 p.m.

ATTACHMENTS:

1. Attachment 1 (Survey of Local Agency Campaign Contribution Limits)
2. Ordinance No. 2019-22

Attachment 1

Survey of Local Agency Campaign Contribution Limits

City	Contribution Limit	
CARLSBAD		N/A
CHULA VISTA	Individual Committee	\$350* \$1,190*
CORONADO	Individual City Contractors	\$200 \$0
DEL MAR	Individual Committee	\$200 \$2,000
EL CAJON		N/A
ENCINITAS		\$250
ESCONDIDO		\$4,300
IMPERIAL BEACH		N/A
LA MESA		Voluntary Expenditure Limits
LEMON GROVE		\$1,000*
NATIONAL CITY		N/A
OCEANSIDE		N/A
POWAY		\$100
SAN DIEGO	City Council Mayor/City Attorney Committee	\$600* \$1,150* \$11,400/ \$22,750**
SAN MARCOS	Individual Committee	\$250 \$500
SANTEE		\$700*
SOLANA BEACH	Individual Aggregate	\$100* \$5,000*
VISTA		\$300

* indexed for inflation, may be higher

** \$11,400 for City Council and \$22,750 for Mayor/City Attorney

ORDINANCE NO. 2019-22

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

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

WHEREAS, further amendments were made to Article 7 of Chapter 2 of the Escondido Municipal Code in 1986, 1997, 2002, 2007, 2013, and 2018; and

WHEREAS, the Escondido City Council now desires to reconsider and reduce the campaign contribution limits which may be made, solicited or accepted by a Candidate or campaign treasurer to be consistent with the stated purpose and intent of the City's Campaign Control Ordinance.

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

SECTION 1. That the above recitations are true.

SECTION 2. That Section 2-103 of the Escondido Municipal Code is hereby amended to read as follows:

Section 2-103. Campaign contributions; limitations.

(a) No Person other than a Candidate shall make, and no campaign treasurer shall solicit or accept, any Contribution which will cause the total amount contributed by such Person with respect to a single Election in support or opposition to such Candidate, including Contributions to all Committees supporting or opposing such Candidate, as follows:

(1) For a council district election, two hundred fifty dollars (\$250.00).

(2) For a mayoral or other citywide election, eight hundred dollars (\$800.00).

SECTION 3. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published, in accordance with Government Code section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the City of Escondido.



FUTURE CITY COUNCIL AGENDA ITEMS

Updated December 12, 2019

*AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE.
CHECK WITH THE CITY CLERK'S OFFICE AT (760) 839-4617*

December 25, 2019
NO MEETING (Christmas Day)

January 1, 2020
NO MEETING (New Year's Day)

January 8, 2020
NO MEETING

January 15, 2020
6:00 p.m.

PRESENTATIONS

CONSENT CALENDAR

Reserve Police Officer Authority
(Police Department)

The adoption of Ordinance 2019-21 would allow the Chief of Police to grant full peace officer powers to reserve officers. This means a reserve police officer will have peace officer powers while both on and off duty. California Penal Code, Section 830.6; authorizes the appointment of a reserve police officer to an individual who has completed state required training; allows local government to adopt ordinances granting full peace officer powers to reserve police officers; provides additional rights and protections to reserve police officer.

CURRENT BUSINESS

Fiscal Impact Analysis for New Residential Development
(J. Procopio)

As a part of the City's ongoing efforts to address projected budget shortfalls, Keyser Marston & Associates, Inc. (KMA) has prepared a Fiscal Impact Analysis (FIA) evaluating the costs to serve residential development. The FIA shows that the ongoing costs to serve new residential development is not fully offset by revenues, thereby creating a structural deficit with each new development project approved. Staff recommends that the City Council consider adopting a Citywide Community Facilities Districts (CFD) to which the City would condition new developments to annex prior to creation of new residential lots.

January 15, 2020
Continued

PUBLIC HEARINGS

Short-Form Rent Review Board Hearing for Sundance Mobilehome Park (Case #: 0697-20-10224)
(K. Youel)

The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 12-month period of consideration from June 30, 2018 to June 30, 2019. Seventy-five percent of the change in the CPI for the period is 2.087 percent. The average space rent for the 20 spaces subject to rent control is \$798.37. The average requested increase per space is approximately \$16.66.

CURRENT BUSINESS

FUTURE AGENDA ITEMS

Weekly Activity Report



December 12, 2019

Missing Link Bikeway Wins Project of the Year

The Institute of Transportation Engineers (ITE) San Diego Section has selected the Escondido Creek Bikeway Missing Link project as the Project of the Year for Fiscal Year 2018/2019.

The project was selected for implementing state of the art design principles and innovation in transportation engineering.

The two-way separated bicycle path (Cycle Track) coupled with signalized bicycle and pedestrian crossings are innovative measures that caught the attention of the selection committee. Great work!



Visit Escondido Featured on Edible San Diego

Edible San Diego recently featured Katherine Zimmer, with Visit Escondido as a guest on their "Living Local SD" podcast. Katherine shares her experience helping localities shine, Escondido's uniqueness, and all that [Visit Escondido](#) has to offer. Check out the episode by clicking the image below.



Joor Muffler Man's Holiday Spirit

You may have noticed a new Santa in town. The Joor Muffler Man's Santa suit is back after 10 years. Read more about how this holiday tradition was revived in The San Diego Union-Tribune article [here](#).



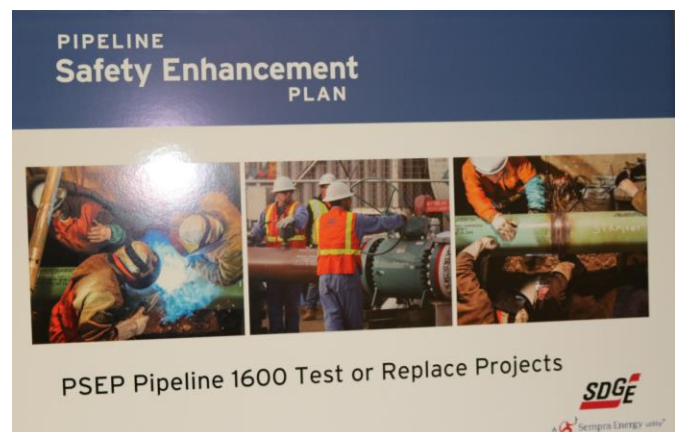
Library Wins Library Association Award

The California Library Association (CLA) awarded the CLA PRExcellence Award for Less than \$5 million budget to the Escondido Public Library for its program, Boos & Booze.

The goal of this event was to provide a fun, spooky, informative experience to adult patrons, ages 21+. By fostering an interest in the history of Escondido (especially the site of the current Library building), showcasing the local beer culture that is so prevalent in San Diego County, and appealing to the 25-35-year-old age group (which is the lowest demographic of Library users at Escondido Public Library), Escondido caught the attention of CLA and ultimately the PRExcellence Award for their creativity to organize a community event that brought this hard to reach population to our library.

Pipeline Safety Project Open House

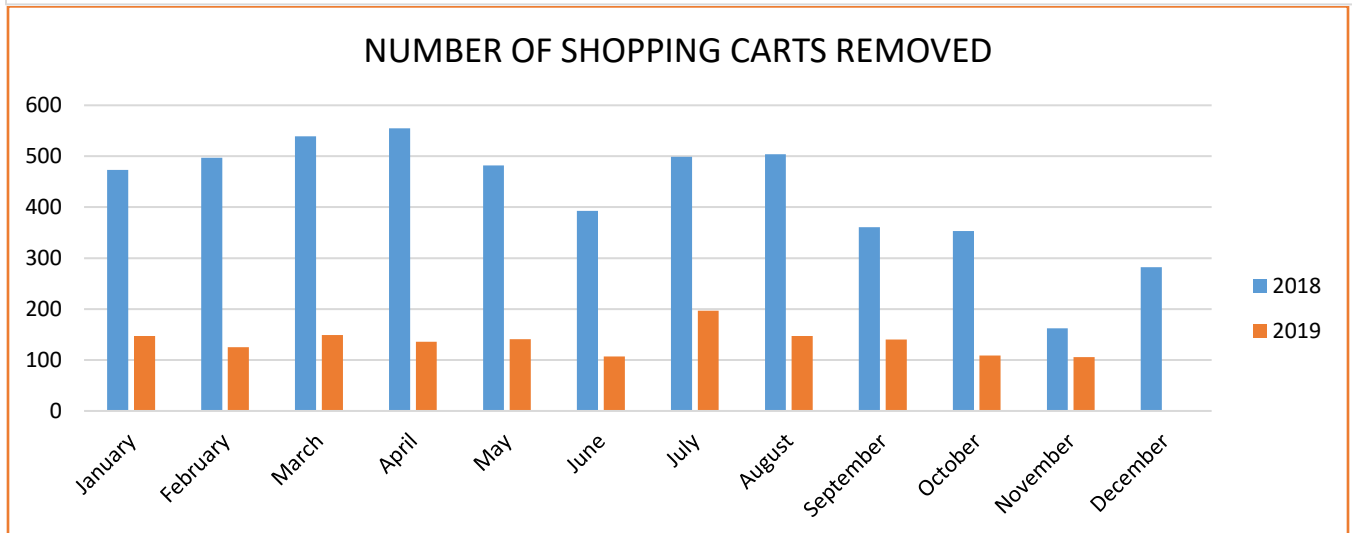
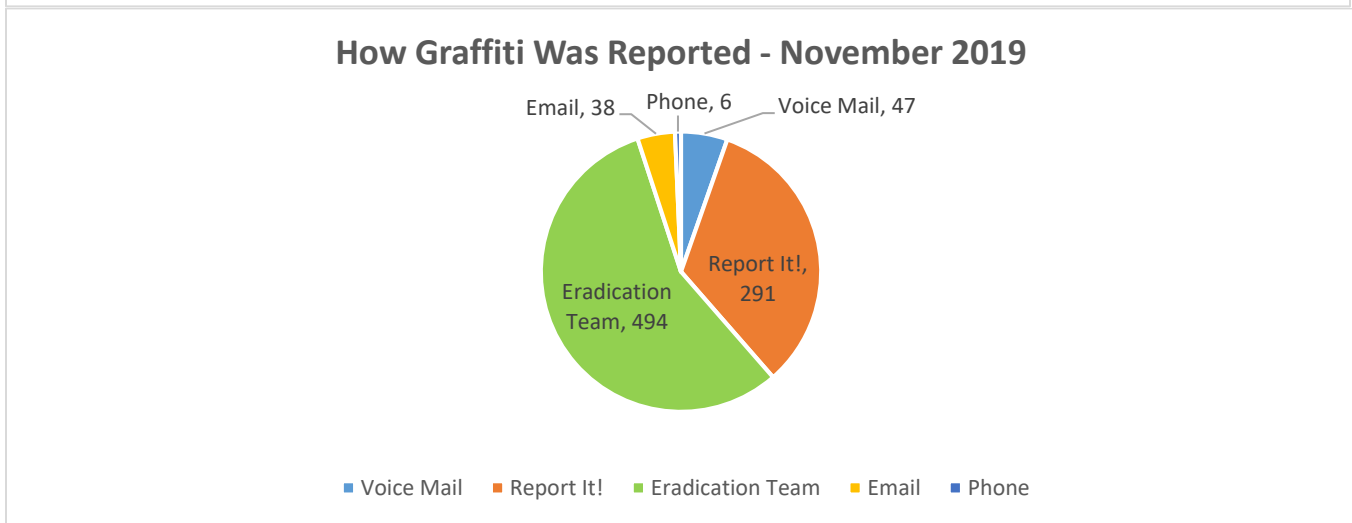
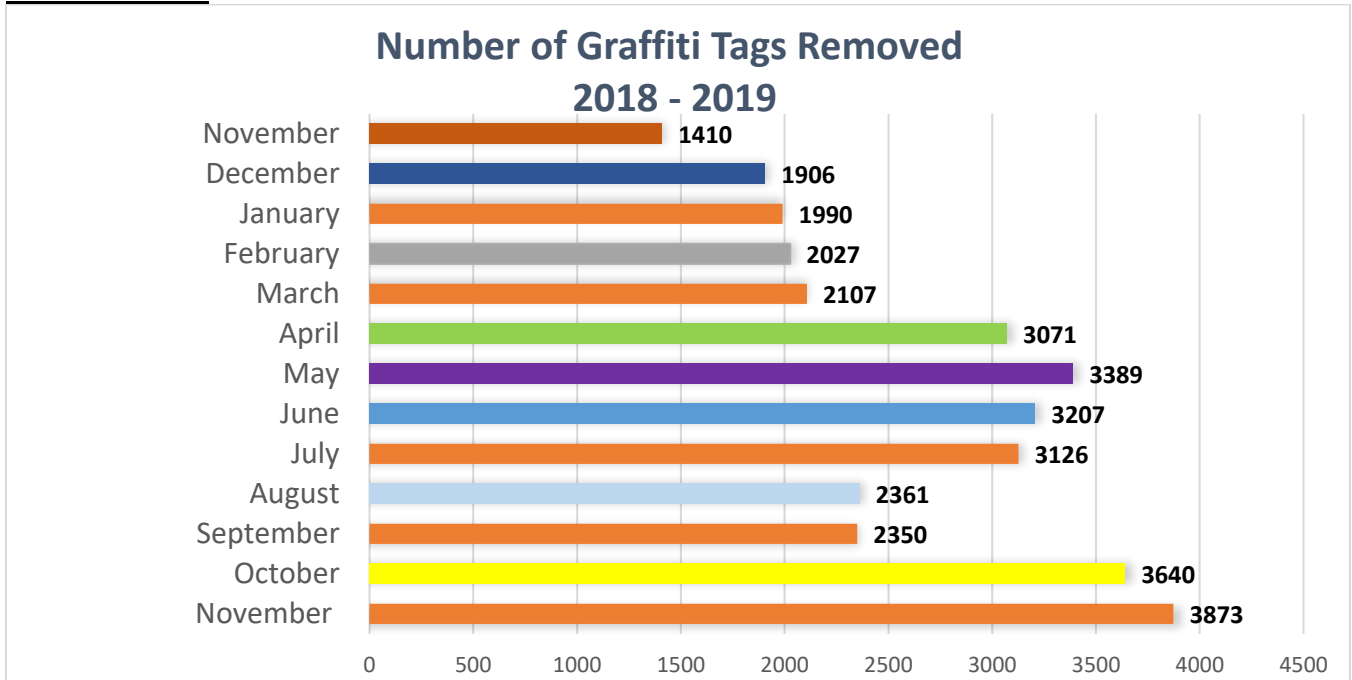
SDG&E held a Community Open House at the East Valley Community Center on Thursday, December 5 to share information about an upcoming pipeline safety project in Escondido. The Midway Drive Replacement Project is a construction project that will replace 2.4 miles of 1949-vintage pipe along Midway Drive from Lincoln Avenue, south to Bear Valley Parkway and ending just south of Highway 78/San Pasqual Valley Road.



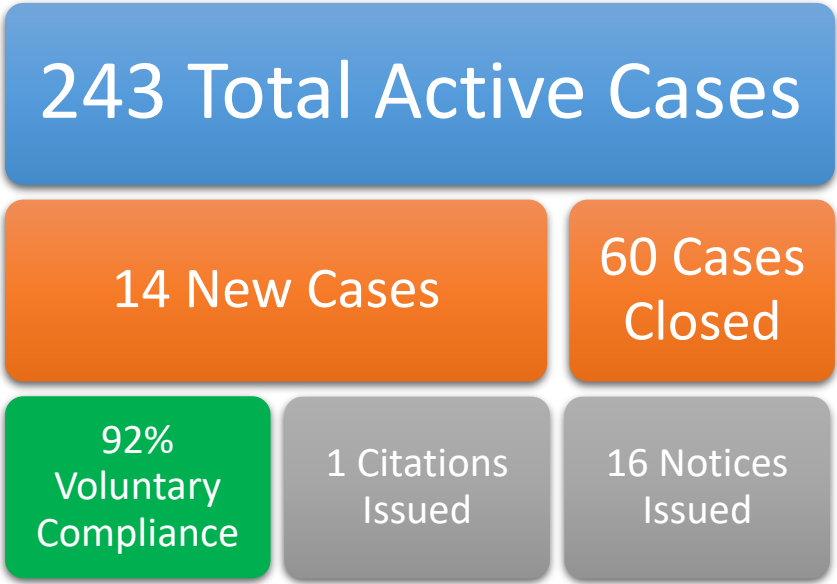
This project is part of SDG&E's broader Pipeline Safety Enhancement Plan, which has completed the modernization and replacement of 23 miles of pipeline in San Diego County. Community members were able to learn more about the project and talk to pipeline safety experts on what construction will entail as well as the state-of-the-art safety features the new pipeline will include. SDG&E is working with the City of Escondido on the construction and traffic permits and conducting outreach to the Escondido community, including schools, to provide more information. Construction is expected to begin in late January. More information can be found at www.sdge.com/psep or by calling 1-866-382-0886.

BY THE NUMBERS

Public Works

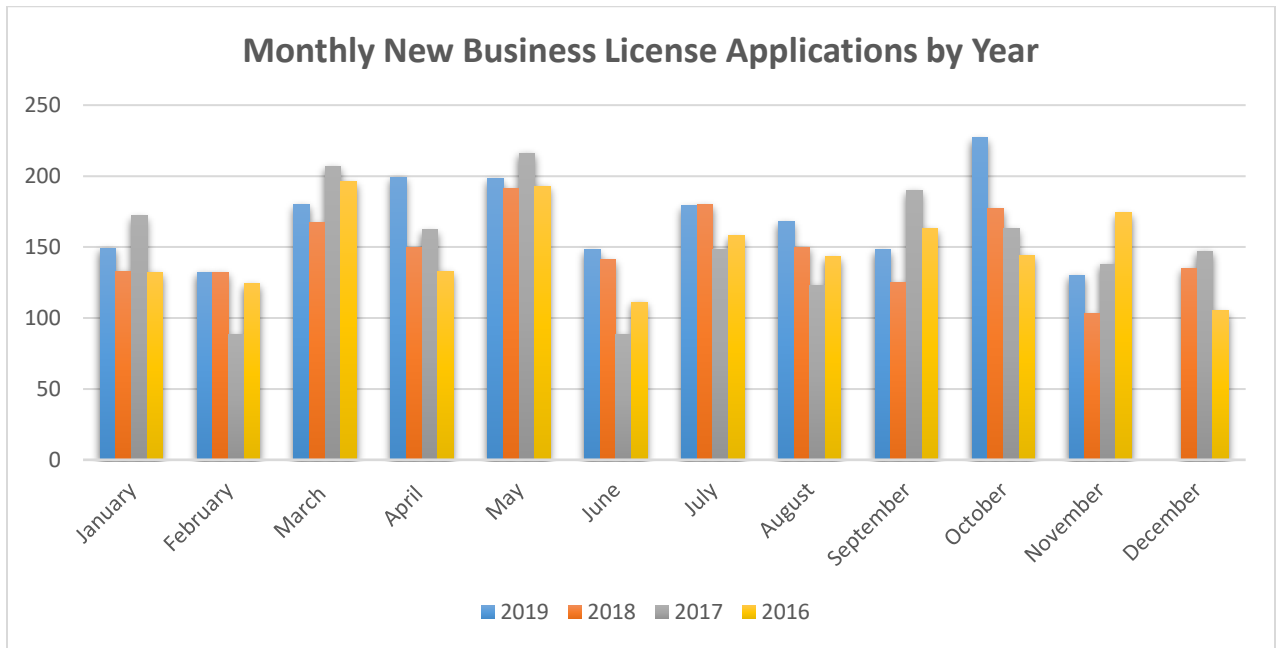


Code Enforcement



Total Code Cases (Year To Date)	2,520
---------------------------------	-------

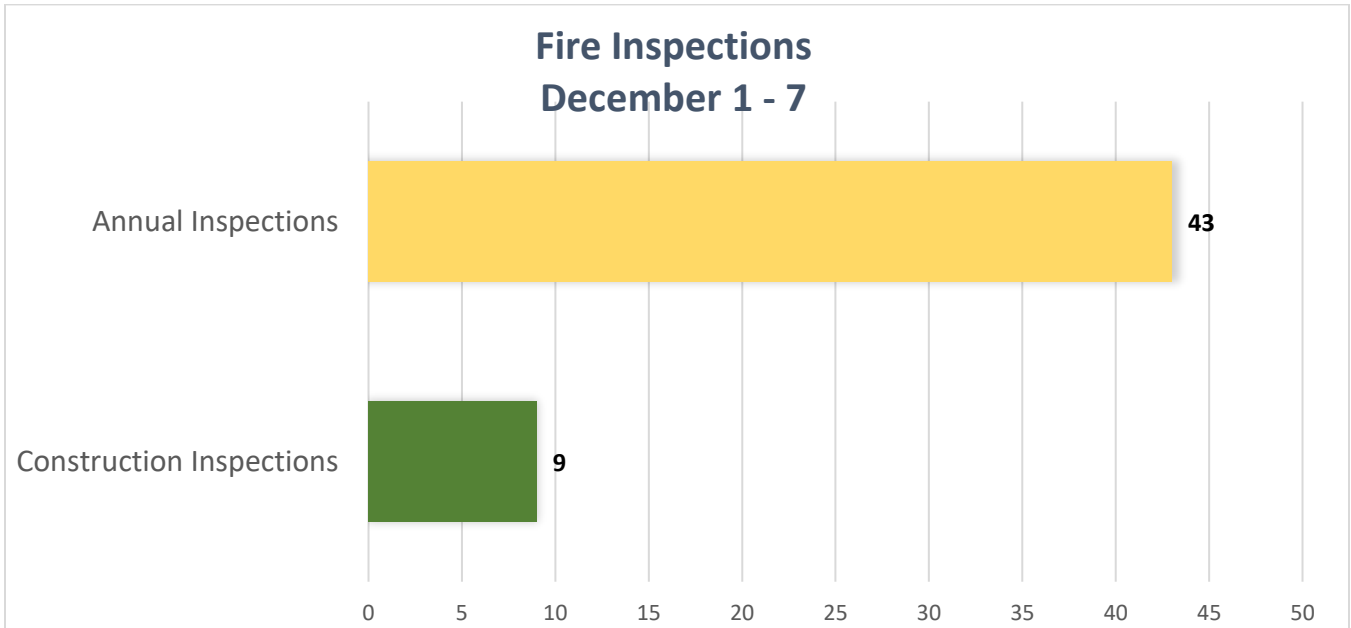
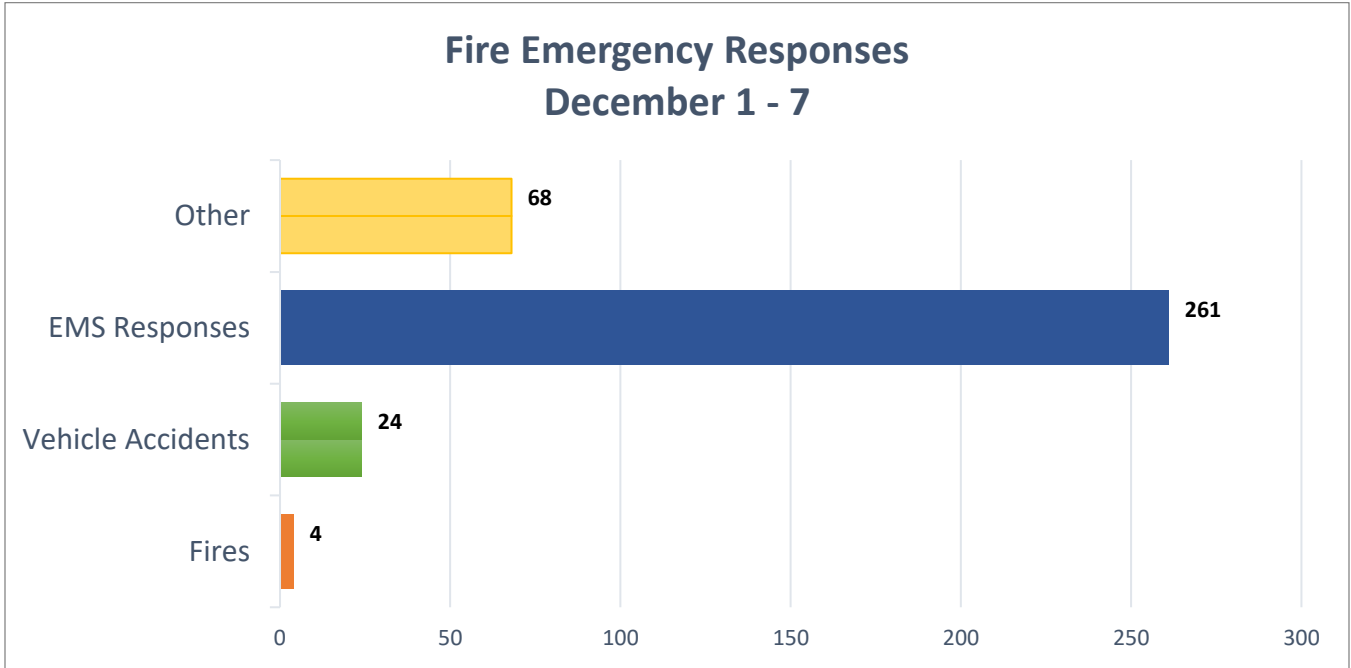
Business Licenses



Graffiti Restitution

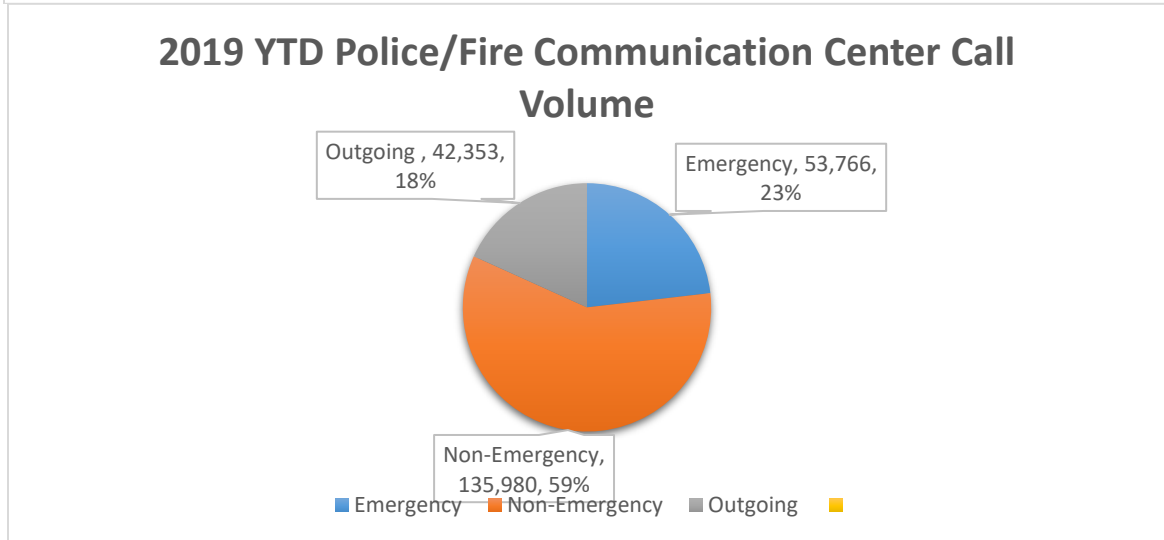
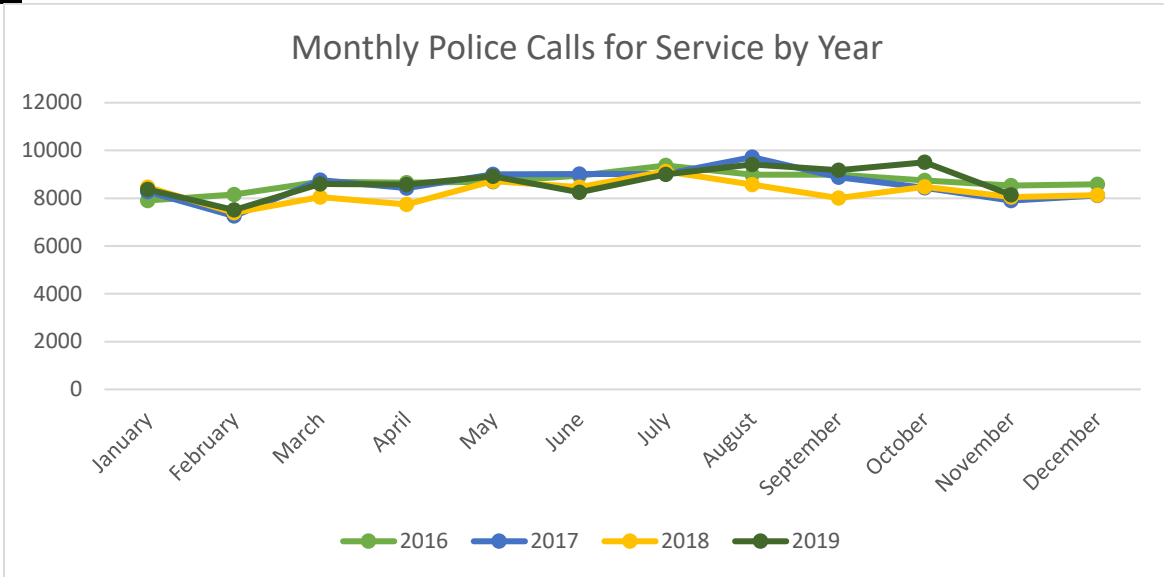
Collected This Week	Collected Year to Date
\$145.40	\$5,536.67

Fire:

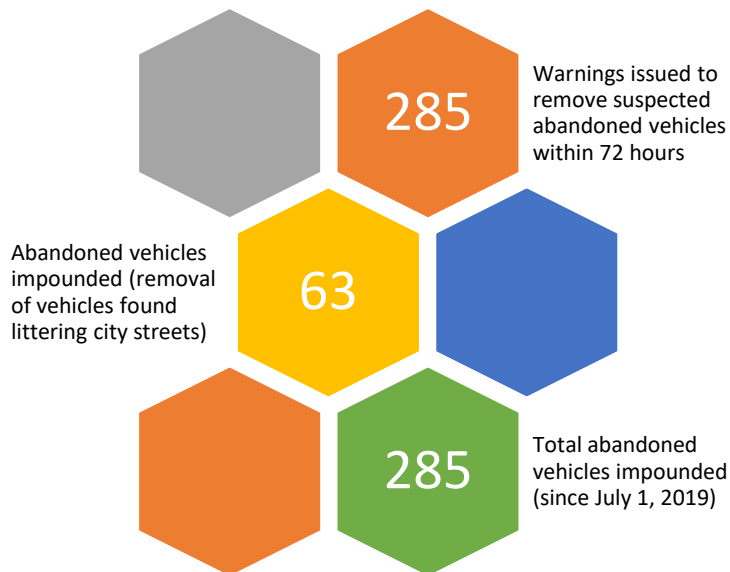


Total Emergency Responses (Year To Date)	16,225
--	--------

Police:

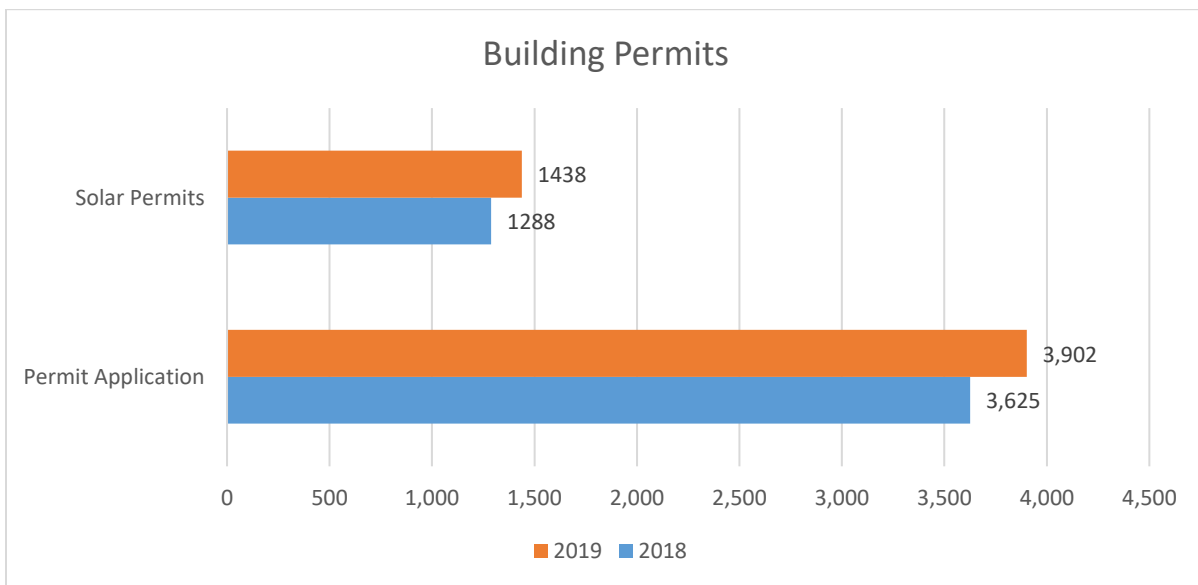
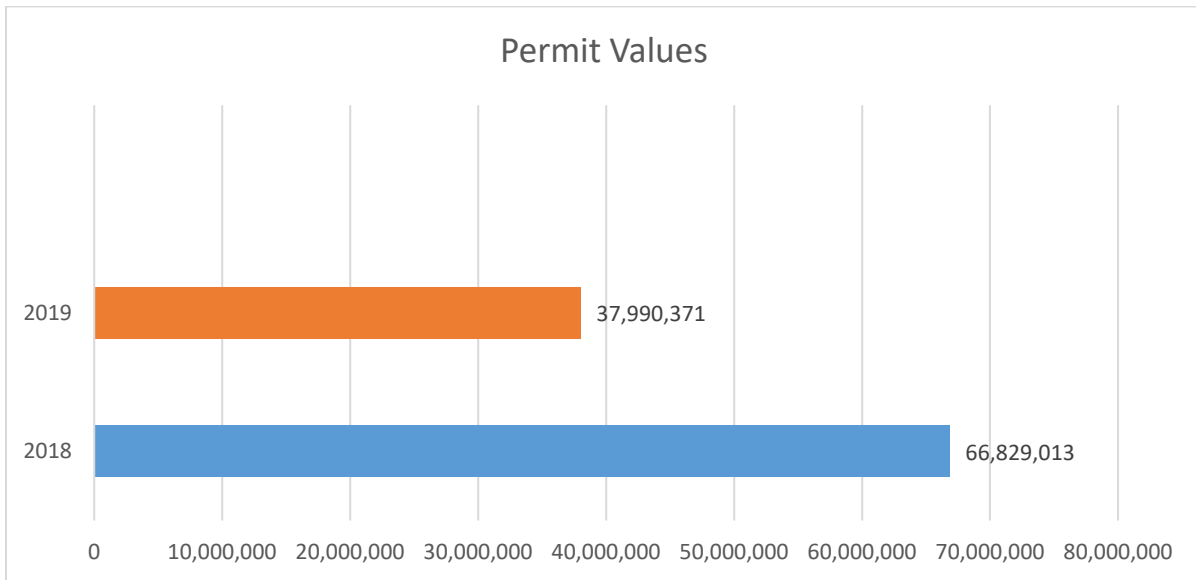


November Abandoned Vehicle Data



Building Division:

**Data reflects activity through December 7 of each year.*



VOLUNTEER PROGRAM



Get Involved:

If you would like to get involved with future projects and volunteer in Escondido, visit:
<https://volunteer.escondido.org/>

POLICE DEPARTMENT

Incidents:

Drug Dealer Arrested After Search Warrant at a Local Hotel

Approximately four months ago narcotics detectives received information that narcotics were being sold at a local motel in the 1100 block of S. Escondido Blvd. EPD detectives partnered with detectives from the Narcotics Task Force (NTF) and they coordinated multiple operations at and around the location to further their investigation.

On Friday, December 6, narcotics detectives served two search warrants at different rooms. 33-year-old James Shumate and 25-year-old Isabella Jimenez, both of Escondido, were arrested. Shumate was arrested for possession of a narcotic for sales; possession of drug paraphernalia, and possession of metal knuckles. Jimenez was arrested for possession of a controlled substance.

Palomar Hospital burglarized and two arrested

On November 30 at 8:45 p.m., security at a construction site adjacent to Palomar Hospital called the police regarding two suspects stealing items from a storage container. The San Diego Sheriff's Dept. helicopter assisted EPD and located the two subjects who had fled the scene. The subjects, Daniel Robles Guerrero, 20 years old resident of Escondido, and Jorge Guadalupe Quezada, a 23-year-old resident of Escondido, were in possession of stolen property from the construction site. The total value of the stolen property was over \$5,000. Both were booked into the Vista Detention Facility for grand theft and conspiracy to commit grand theft.

Shell Gas burglarized, suspect arrested two days later

On December 3 at 1:59 a.m., officers responded to the Shell Gas Station in the 600 block of W. El Norte Pkwy in reference to a burglary. The burglar used a rock to smash the window to the business and steal 200 packs of cigarettes and damaged a lottery machine. The owner of the business was watching the burglary from a remote location and recognized the suspect as the same person who had burglarized his business in June. The suspect was identified as 56-year-old Miguel Ramos of Escondido. EPD officers searched for Ramos and located him two days

later near the intersection of Quince St and Mission Ave. Ramos was booked into the Vista Detention Facility for burglary, vandalism, and violating his probation.

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 arrest
- 6 citations
- 39 extra patrols/calls for service

Tip of the Week: Holiday Scams

Festive parties, carolers, shopping and trimming the tree. These are some of the merrier images of the holiday season.

But the nation's 1 million charitable organizations and churches are hoping thoughts will also turn to the sick and needy. They are hoping you will be in the gift giving mood and eager to obtain those last minute charitable tax deductions.

Expect to get more solicitations in the mail and on the phone during this season. For most of us, picking the right charity from all the emotional requests, dinner-hour phone calls and numerous other requests can be confusing and sometimes risky.

To cut down on the confusion and reduce the risk of giving to a deceptive charity, consider the following:

- Do not give in to pressure for an immediate gift, such as having a "runner" come to your home or business to collect money.
- Never give out credit card numbers over the telephone. Send a check made out to the full official name of the organization.
- Do not send money to an organization that has a Post Office Box address unless you know for a fact it is legitimate.
- Ask how much a charity spends on its programs, vs. fund-raising and overhead. Request a financial statement to review before making a decision.
- Determine the tax deductibility of a contribution. Tax-exempt groups do not have to pay federal taxes, but not all of them are eligible to receive tax deductible contributions.
- Check out a charity through the state's charity registration office, usually a division of the state attorney general's office, or a local Better Business Bureau.
- Find out what portion of the proceeds the charity will receive when purchasing an item to benefit a charity. The Better Business Bureau requires that a charity spend at least 50 percent of their total income on its programs.
- To be on the safe side, give only to those organizations that you know are legitimate.
- Remember that not all police and fire associations solicit for funds over the phone. To verify any charitable request, get the name of the organization, address, phone number and contact person. Check for the phone listing on the official webpage or through operator assistance. Verify with the organization that they are soliciting over the phone for donations.
- Report possible phone scams to the police.

FIRE DEPARTMENT

News:

On Tuesday, December 3 at 1:44 a.m., Escondido Fire assisted San Marcos Fire with a working two-alarm commercial structure fire at a self-storage facility at the 1500 block of E. Mission Road (right on the border between Escondido and San Marcos). Two of our Engines along with our Truck and Battalion Chief responded to the fire that destroyed/damaged several buildings. Fortunately, there were no injuries.

On Saturday, December 7, 555fitness.org, a nonprofit dedicated to promoting firefighter fitness and wellness, held a fundraising event at Invictus Gym in San Diego to provide gym equipment for San Diego area fire stations. Escondido Fire Department's Engineer Jason Berg and Firefighter Paramedics Ricky Tlapala and Jonathan San Nicolas, participated in the event and were paired with civilians to work out together. The event provided our fire stations with several pieces of workout equipment and they promised there will be more to come!



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. Raising Cane's Restaurant – (Developer: Ada Fermin, PM Design Group) 1280 W. Valley Parkway – Demolition of vacant, former Coco's restaurant building and construction of new

3,744 SF drive-through restaurant for Raising Cane's. A CUP application was filed on October 30, 2019. The applicant recently resubmitted plans showing additional drive-through stacking. Staff is still awaiting submittal of a traffic study.

2. Mercedes Benz Expansion – (Developer: Jody Stout, Integrity Design and Construction) 1101 W. 9th Avenue – A Master and Precise Plan modification to demo the existing dealership showroom and construct a new two-story, 52,334 SF showroom, office, parts storage and service building with rooftop parking/display. The application was submitted on November 20, 2019, and has been distributed to all departments for initial review and comments. It is expected that staff comments will be provided to the applicant next week.
3. 7-Eleven Gas and Convenience Store – (Developer: Golcheh Group) 900 W. Mission Ave. – A proposal to relocate a 7-Eleven from the northeastern corner of Mission/Rock Springs to the northwestern corner and add a gas station. The City Council initiated study of a General Plan Amendment (from Industrial to Commercial) for the proposal on May 15, 2019. An application for a GPA, Zone Change and CUP was filed on September 12, 2019. A comprehensive list of comments from all departments was sent to the applicant on October 11, 2019. Staff is awaiting resubmittal of revised plans.
4. Discount Tire Expansion – (Developer: Reid Kunisghe, raSmith, Inc.) 209 S. Escondido Blvd. and 339 W2nd Ave. - A proposal to demolish the existing Discount Tire store and an adjacent bridal shop and construct an expanded tire store with 8,192 SF of floor area. An amendment to the Downtown Specific Plan and CUP were filed on June 19, 2019. The Planning Commission recommended approval of the proposal on December 10, 2019. A City Council hearing is anticipated in January or February of next year.

Industrial

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – The building permit was issued on November 22, 2019 and construction crews have mobilized for the start of construction.
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, and a revised Traffic Impact Analysis was submitted to Engineering on August 8, 2019. The developer and consultant team met with Engineering and Planning on August 20, 2019, to discuss proposed traffic mitigation measures. Caltrans has recently responded favorably to the Engineering Division's suggestion of adaptive signal timing as feasible mitigation for the Nordahl/Hwy 78 area. Two vacant residences on the site were demolished on October 4, 2019.

City Projects

1. Membrane-Filtration Reverse Osmosis/ MFRO (Developer: City of Escondido Utilities Department) SE corner Ash/Washington – On January 16, 2019, the City Council expressed continued support for the MFRO, but directed staff to investigate moving the facility from

Ash/Washington to another location. A city-owned property located at 901 W. Washington Avenue has been selected as the new MFRO site. A Design Build Agreement was approved by the City Council on April 3, 2019. The Design Build Agreement with Filanc+BC Joint Venture provides for design and pre-construction services. The Design Build team met with Utilities and Planning on May 15, 2019 and June 5, 2019 to discuss design and timeline issues. City staff met with the Design Build team to review site plan comments on August 14, 2019, and again on September 3, 2019. A Plot Plan application was submitted for review on October 14, 2019. A comment letter was issued on November 6, 2019, and a follow-up meeting with Utilities occurred the next day. The first draft of the proposed Mitigated Negative Declaration (MND) was submitted for review on November 20, 2019. A 60% design meeting occurred on December 9, 2019.

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. City staff concluded a revised assessment of potential biological impacts and met with the agencies to present the findings. Additional information requested by the agencies was prepared and submitted as requested. The agencies responded they do not concur with the alternative mitigation proposal and the issue remains unresolved. Utilities is currently discussing a potential legislative solution to extend the state 1E Grant Funding. On December 18, 2019, the City Council will consider a proposed amendment to the design contract to provide additional engineering services to evaluate the feasibility of rehabilitating the existing Lake Wohlford Dam and associated structures to address seismic deficiencies in lieu of building a replacement dam.

Residential

1. Harvest Hills (aka Safari Highlands Ranch) (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 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. The applicant

met with Traffic Engineering during the week of February 25th to discuss off-site improvements. Staff, applicant and biological consultant met with the wildlife agencies on April 23, 2019, to discuss the revisions to the project design mentioned above. The applicant and staff met on June 20, 2019, to refine the list of outstanding issues remaining to be resolved prior to advancing to public hearings for the project. The applicant met with Traffic Engineering staff on August 15, 2019, and agreement was reached on several of the off-site mitigation locations on October 28, 2019. Additional information regarding biological resources was submitted on August 29, 2019. A revised tentative map addressing previous staff comments was submitted on November 6, 2019. A third amendment to the EIR contract for additional consultant funding was approved by the City Council on November 20, 2019.

2. 18 lots at 701 San Pasqual Valley Rd (Developer: Bob Stewart) – A tentative map for ten single-family lots was approved by City Council on February 8, 2008. The applicant has been working to revise the map to develop more homes on the property. In response to follow-up discussions with the applicant about revising the map, comments were provided on April 29, 2019. Additional discussions between the applicant and the City to resolve project issues also occurred on June 20, 2019. The applicant submitted a tentative map time extension on July 10, 2019, to extend the processing timeline. The tentative map's expiration date was extended another two years on October 30, 2018. The map will expire on February 6, 2022.
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. Most of the plans are in third or fourth plan check. Engineering comments were returned on March 12, 2019; and the developer team met with Engineering on April 1, 2019, to discuss the comments. The homebuilder met with Building, Engineering and Planning on April 24, 2019 to discuss the building plan check and precise grading plan processes. A revised Certified Tentative Map for substantial conformance review was submitted on May 23, 2019 and included a proposal to relocate approximately 10 residential lots within the development. These changes in Villages 2 and 3 resulted from comments provided by the Regional Water Quality Control Board and that agency now has issued a permit. The revised Certified Tentative Map was approved on September 3, 2019. A rough grading permit for Village 1 was issued on September 16, 2019, and grading is underway. All remaining buildings in the village center area of Village 1 have been demolished. Final engineering for Villages 2 and 3 was resubmitted to staff on October 14, 2019. This includes rough grading plans, improvement plans, and the final map. Partial staff comments were issued last week on Villages 2 and 3 and the Country Club Drive improvements. Village 1 improvement plans were approved on November 8, 2019. A design review application for all residences was submitted on November 20, 2019. CC&Rs are also under review.

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

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

4. 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 met with the applicant's engineer on January 31, 2019 to

discuss drainage issues. A revised Certified TM was approved on March 14, 2019. Final engineering plans were resubmitted on March 21, 2019. The project engineer, Engineering and County Water Authority staff met on April 2, 2019, to discuss the street and utility crossings over the CWA aqueduct. The applicant's engineer submitted a revised design to address the CWA issues the week of June 3rd. Building plans for four model homes were submitted into plan check on July 15, 2019. The most recent comments by Planning on the building plans were sent out on October 24, 2019. The Precise Development Plan was approved by the Planning Commission on August 13, 2019. Revised grading and improvement plans were resubmitted on October 25, 2019. Staff comments were provided on those plans and a follow-up meeting to discuss the comments took place on December 6, 2019. A resubmittal of plans is expected this week.

5. 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. On April 5, 2019, the applicant provided a letter response with alternative compliance proposals to address some of the fire-related issues. On May 14, 2019 the applicant provided additional fire-related information requested by Fire and Planning. Fire, Planning, and Engineering staff met with the applicant team on May 29, 2019 to discuss the fire-related information. A financial feasibility study for the proposed resort was submitted on July 8, 2019.

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

<https://www.escondido.org/daley-ranch-resort-specific-plan.aspx>

6. 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 specific alignment plan for Nutmeg and 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. Initial comments from Planning, Fire, Engineering, Utilities and Traffic Engineering were provided to the applicant on July 13, 2018. A Notice of Availability for the Draft EIR was issued May 7, 2019, announcing a 45-day public review period from May 10, 2019 to June 24, 2019. Caltrans expressed a concern for having encroachment into their right of way. As a result, project revisions are necessary for the southern portion of the property to accommodate grading and fuel modification zone planning on-site. The applicant met with Planning and Engineering on August 14, 2019 to discuss potential changes to the project. The project applicant is splitting the project into northern and southern pieces. The GPA, Final EIR and northern piece were recommended for approval by the Planning Commission on October

22, 2019. The City Council approved the same part of the proposal on November 20, 2019. Staff is now awaiting resubmittal of the southern portion of the project.

7. Oak Creek (Builder: KB Homes) 65 single-family residential lots on approximately 44 acres at Felicita Road and Hamilton Lane – The Zoning Administrator approved a modification to the Precise Development Plan to revise the architecture on October 25, 2018. On-site remediation of hazardous materials has been completed and DTSC has issued a clearance letter. On-site improvement plans have been approved. The rough grading permit was issued on April 18, 2019, and grading has commenced on the site. The Precise Grading Plan for the model homes has been approved and building permits for two model homes were issued the week of July 8. A Model Home Permit was approved by Planning on July 10, 2019, for the sales office and temporary improvements. A second plan check submittal for the final map was received the week of May 13. Second plan check for the off-site improvement plans was received on June 3, 2019. Engineering comments have been returned and Engineering has approved all improvements, excepting those provided for on Felicita, which additional changes are expected. County of San Diego staff from the Parks and Public Works Divisions have met with the applicant to discuss ways to evaluate floodplain and drainage issues occurring at the Felicita Park. A follow up meeting with Engineering occurred on August 28, 2019. In response the applicant submitted a hydraulics study to DPW on September 9, 2019. Discussions between KB Homes and the County have been on-going with the expectation the County will provide final direction this week.
8. 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 Development Agreement will be required to reduce open space. A comment letter was issued on December 20, 2018. Planning, Fire and Engineering met with the applicant on June 10, 2019, to discuss revisions to the plans intended to address the previous comments. A revised project design was routed to all departments on August 23, 2019. Planning has notified the applicant the project design is not consistent with the South Centre City Specific Plan. Engineering and Utilities comments were provided to the applicant on October 2, 2019 and staff has engaged in several follow-up meetings with the applicant.
9. Palomar Heights (Developer: Ninia Hammond, Integral Communities) Demolition and redevelopment of the old Palomar Hospital site with 510 multi-family units – 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. A partial project application was submitted on December 24, 2018. Engineering and Planning comments on the initial project submittal were sent to the applicant on February 12, 2019. A contract for a developer-funded planning consultant to work on this project as an extension of Planning staff was approved by the City Council on February 13, 2019. Planning Engineering and Fire met with the applicant team on February 27, 2019 and again on April 24, 2019 to go through proposed revisions to the site plan and building designs. The applicant revised the plans to increase the unit count from 424 units to 510 units. A Notice of Preparation (NOP) for the Draft EIR was issued on May 3, 2019 and a public scoping meeting took place on May 20, 2019. The public comment period for the NOP closed on June 3, 2019, and approximately 28 comment letters and written forms from the scoping meeting were received. Resubmittal of the redesign package was filed on June 25, 2019. Design and site plan information was submitted on July 1, 2019 and a screen check EIR was submitted on July 29, 2019. City comments on the design package was transmitted on August 2, 2019.

Comments on the screen check EIR were issued on August 27, 2019, and a second screen check of the EIR was submitted on December 5, 2019. The third revision to project plans was submitted to Planning on September 11, 2019. A Planning Commission work session focused on project design occurred on October 8, 2019. A City comment letter, including Planning Commission feedback on design review, was transmitted to the applicant on October 21, 2019. A meeting with Fire officials to discuss access requirements and hydrant locations occurred on November 26, 2019.

The development proposal and other related information can be accessed on the City's website at the following link:

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

10. 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. Final Map, grading plans and improvement plans were submitted for initial review on February 12, 2019. Architectural plans were submitted for Design Review on February 15, 2019, and comments were issued on March 14, 2019. The second submittal of final engineering was received on April 22, 2019, and several rounds of comments have been provided. The project applicant is still working on the improvement plans. Grading plans have been approved and issued. Planning has provided comments on the 1st check for building plans. FEMA has approved the Conditional Letter of Map Revision (CLOMR) for the lower lots. Fire met with the applicant on December 5, 2019, to discuss landscaping and fuel modification zones. The final map was resubmitted on December 6, 2019.
11. Del Prado (Developer: Kerry Garza, Touchstone Communities) – An approved 113-unit townhome-style Planned Development located at the southwestern corner of Brotherton Road and the Centre City Parkway frontage road - The Del Prado project was approved by the City Council in May of 2016. The project site is separated into two parcels by an SDGE parcel. Engineering and Planning are reviewing third plan check for final map, grading and improvement plans for Del Prado South. Del Prado North is in second plan check for the same plans. No building plans have been submitted into plan check. Planning has provided comments for the North landscape plans. The applicant is attempting to resolve sewer issues with the Regional Water Quality Control Board because sewer lines are proposed to cross over water lines. Incomplete plans for North were submitted in mid-November and immediately returned to the engineer. A resubmittal is expected soon. Planning approved the South landscape plan. Staff is aware of easement issues regarding the SDG&E access easement.
12. Hacienda De Vega Redevelopment – (Developer: Tony Cassolato) A proposed residential condominium development consisting of 42 three-story attached townhomes on 1.75 acres – The project would demolish the vacant restaurant building and redevelop the entire site for residential use. An application for a tentative map, plot plan and condominium permit was submitted on October 8, 2019. Initial comments from all departments were provided to the applicant on November 7, 2019, and a follow-up meeting to discuss the comments occurred on November 13, 2019. Street improvement and open space issues are being addressed by the applicant. A neighborhood meeting likely will be scheduled for January 2020.
13. Accessory Dwelling Units – Planning staff is currently working on eleven (11) applications for accessory dwelling units. Thirty-two (32) accessory dwelling units have been approved so far

this year. Twenty-four (24) accessory dwelling units were approved in 2018. Three (3) accessory dwelling units were approved in 2017.

Building Division:

1. The Building Division issued 80 permits (including 39 solar photovoltaic) with a total valuation of \$635,156, including a commercial shell building located at 1107 E Valley Parkway, with a value of 365,750.
2. Our building inspectors responded to 153 inspection requests. 153 customers visited the Building counter during the week.
3. *No change from the previous.* The Latitude 2 apartment project at 650 Center City Pkwy has received Building final approvals and Temporary Certificates of Occupancy for buildings 1-4. Field Engineering have released Building 6 for TCO. The Building Division has granted a Temporary Certificate of Occupancy, with minor restrictions and is awaiting a request for Final inspection of Bldg. 6. Final Inspection pending the receipt of all final reports from the contractor.
4. *No change from the previous.* The new two story church sanctuary building at 1864 N. Broadway is progressing toward final inspection. Finish work continues to proceed and may take several weeks to complete. A Final Inspection will be performed once work is completed and requested by the contractor.
5. *No Change from the previous.* The new 105 room hotel at 200 La Terraza is currently operating on a Temporary Certificate of Occupancy, pending Engineering final approval. Work is on-going to complete Engineering conditions, however, additional time is needed and the developer has been granted a series of 30-day extensions for the TCO.
6. The new five-story storage building at 852 Metcalf St is completing work on exterior finishes, and once completed will receive final inspection.
7. The new Gateway Grand 126-unit apartment project at 700 W. Grand Ave. has roof framing work ongoing in Buildings A & B in anticipation for a soon to be requested inspection. Drywall installation is on-going in Building B on the 4th floor. Garage framing inspection requested occurred on December 9, 2019.
8. *No change from the previous.* The new apartments at 917 W Lincoln Ave, consisting of 3 buildings and 9 total units, has received partial approval of drywall. Drywall installation is complete. Finish work is on-going and will take several weeks to complete. Staff is awaiting a request for final inspection. Temporary Gas & Electric meters have been approved and released.
9. *No change from the previous.* The new 2 story 20,000 sf office building for Superior Ready Mix on 1564 W Mission is awaiting final inspection.
10. *No change from the previous.* KB Homes, located at the Oak Creek development on Daisy Field Glen has completed the model home construction phase of the development. Plan revisions have been submitted and are currently under review. Staff has been informed by KB's permit coordinator that requests for permit issuance of the first phase could be occurring within the next 2 to 3 weeks. The number of homes in the first phase could total between 12-

16 dwellings. Construction of the Guard shack is currently underway with framing, roof sheathing, drywall and exterior lath approved. Precise Grading plans for Phases 1 & 2, totaling 12 SFD's, are currently in review.

11. The Starbucks “shell” building located at 350 W Valley Pkwy has received partial pre-roofing inspection to allow for shear transfer connections to be placed. Exterior shear has been approved. Rough framing, electrical, plumbing and mechanical has been approved. Drywall & Exterior Lath have been approved. Final inspection of “shell only” occurred on December 9, 2019.
12. The Medical office building located at 2130 Citracado Pkwy has received partial foundation inspection and partial underground electrical conduit inspection. Foundation work, steel reinforcement is on-going in preparation for future inspections.
13. Building staff is currently preparing plan check fee estimates for model homes for the Villages (Escondido Country Club) project.

ENGINEERING DEPARTMENT

Capital Improvements:

1. El Norte Parkway Improvements –The project includes widening of El Norte Parkway at the flood control channel by the installation of a new bridge, construction of new median islands from Valley Parkway to Washington Avenue, landscaping and a drip irrigation system, a bike/pedestrian signal at the flood control channel, along with roadway resurfacing. The contractor placed 45 yards of concrete for the bridge deck. Contractor will be starting the median and roadway work. Fifty-eight (58) working days are remaining for project completion.



2. Transit Center Pedestrian Bridge Project – The contractor has started to construct the masonry flood walls located at 3rd and Spruce Street and is continuing to grade the channel walls at the Valley Parkway location.
3. 2019 Street Rehabilitation and Maintenance Project Rebid- This year's project will resurface approximately 71-lane miles of pavement, replace 0.59- miles of sidewalk, and restripe 2.5-miles of bike lanes, install 51 pedestrian ramps, and replace 90 street trees that are damaging concrete improvements. With the continued investment into our streets, the City has increased its Pavement Condition Index (PCI) from 55 to 61 points since 2013. This year's project is Maintenance Zone W, which is west of I-15 between State Route 78 and Felicita Avenue. Streets include Eucalyptus Avenue, Valley Parkway between Auto Parkway and 11th Avenue, Citracado Parkway East of Valley Parkway and 9th Avenue between Auto

Parkway and Hale Avenue. Out of service area street is Valley Parkway between Fig Street and Grape Street. The contract has been signed and the project preconstruction meeting will be scheduled for January 2020. More information can be found at <https://www.escondido.org/city-of-escondido-street-maintenance-program.aspx>

4. Storm Drain Pipe Lining and Rehabilitation Project Phase1 – The project is near completion and is in the punch list phase. The work 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. Contractor is in punch list phase.

Private Development:

1. Tract 932 - Canyon Grove Shea Homes Community –*No changes from that reported last week*; The developer completed final asphalt placement throughout the tract. The roadway connection between Vista Avenue and Vista Verde Way is scheduled to be opened to all traffic by mid-December. This opening will connect El Norte Parkway to the South and Ash Street to the West.
2. Latitude II Condominiums: Washington Avenue @ Centre City Parkway – *No changes from that reported last week*; The project will be working on punch list items over the next reporting period.
3. Tract 934 – *No changes from that reported last week*; Is a 5 lot subdivision located at 1207 Gamble Street. On site roadway construction has resumed this past week.
4. 1221 Gamble Street – *No changes from that reported last week*; This project is a 3 lot subdivision located adjacent to Tract 934. The contractor has placed base material for the roadway widening on Pear Blossum Place.
5. KB Homes Oak Creek Project – *No changes from that reported last week*; The construction of on site improvements are continuing this week.
6. North American Self Storage – Driveway and sidewalk were placed last week. The project is located at 852 Metcalf Street. The contractor has scheduled the SDG&E gas line installation.
7. Pradera by Lennar – *No changes from that reported last week*; The construction and installation of 779' of 12" water main along Conway Drive, between Lehner Drive and Rincon Avenue is complete. The contractor is tying the new line to the Cities potable water system.
8. Henry Ranch Tract 920 – *No changes from that reported last week*; The project is located at the intersection of El Norte Parkway/Lincoln Avenue. The contractor has been issued a Grading Permit and grading has begun this past week. 433,000 cubic yards of material will be processed during the grading operation with 50,000 cubic yards of material being exported off site.
9. The Villages – *No changes from that reported last week*; Village 1 grading is continuing this week. Village 1 is between Country Club Drive to the south, David Drive to the east and Golden Circle Drive to the north. A total of 111 homes are to be constructed in Village 1. "No Parking" signs are placed on Country Club Drive South of Country Club Lane. The work will be for the construction of storm drain pipe at Country Club Drive and Fairway Park. Contractor to start installation of the new sewer line.
10. SDG&E 16" Gas Main Replacement: *No changes from that reported last week*; The City has issued an Encroachment Permit for pot holing of utilities for a future gas main replacement

project on Bear Valley Parkway between HWY 78/ San Pasqual Valley Road interaction then South to Beethoven Drive. Information is being gathered to aid in the development of the new gas main alignment. Pot holing will begin this week. The construction phase is not expected until 2021.

GRANT APPLICATIONS

Applications:

Applied:

- The Fire Department applied for grant funding from the California Department of Forestry and Fire Protection's (CAL FIRE) Fire Prevention Grants Program to conduct vegetation management/fuel reduction projects in the city.

Awarded:

- The City of Escondido has been selected to receive a \$72,000 grant from Caltrans to prepare a Local Roadway Safety Plan (LRSP). An LRSP is a systematic evaluation of roadway safety and includes recommended safety improvements. Caltrans has announced that completion of an LRSP will be a prerequisite to receive future Highway Safety Improvement Program funds beginning in FY2021/22. The grant funds will cover 80% of the cost to prepare the plan.

###