



Council Meeting Agenda

**AUGUST 12, 2020
VIDEO CONFERENCE**

**5:30 P.M. Closed Session; 6:00 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025**

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

COVID-19 PUBLIC SERVICE ANNOUNCEMENT

Pursuant to Governor Newsom’s Executive Orders, including N-25-20 and N-29-20: Certain Brown Act requirements for the holding of a public meeting have been temporarily suspended and members of the Escondido City Council and staff will participate in this meeting via teleconference. In the interest of reducing the spread of COVID-19, members of the public are encouraged to submit their agenda and non-agenda comments online at the following link:

<https://www.escondido.org/agendaposition.aspx>. Council Chambers will be closed.

Public Comment: To submit comments in writing, please do so at the following link:

<https://www.escondido.org/agenda-position.aspx>. If you would like to have the comment read out loud at the meeting (not to exceed three minutes), please write “Read Out Loud” in the subject line.

Depending on the volume and/or similarity of public comments, and pursuant to the City Council Rules of Procedure, the Mayor or Presiding Councilmember may limit the number of comments to be read and/or limit the amount of time each comment may be read. It is in the interests of members of the public who desire that their statement be read out loud to be mindful of this potential limitation when drafting their comment. The entirety of all comments received from the public will be made a part of the record of the meeting.

The meeting will be available for viewing via public television on Cox Communications Channel 19 (Escondido only). The meeting will also be live streamed online at the following link:

<https://www.escondido.org/meeting-broadcasts.aspx>

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

**August 12, 2020
5:30 p.m. Meeting**

Escondido City Council

CALL TO ORDER

ROLL CALL: Diaz, Martinez, Morasco, McNamara

ORAL COMMUNICATIONS

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

CLOSED SESSION: (COUNCIL/RRB)

- I. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**
 - a. Case Name: Brett Byler vs. City of Escondido
WCAB No: ADJ13268422
 - b. Case Name: Scott Barratt v. City of Escondido
WCAB No: ADJ11595675
- II. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code 54957 (b))**
 - a. Termination of Eric Hans Olson – Personnel Matter
OAH No. 2019090225

ADJOURNMENT



Council Meeting Agenda

**August 12, 2020
6:00 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the evening meeting. The City does not participate in the selection of speakers for this portion of the agenda, and does not endorse or sanction any remarks made by individuals during this time. If you wish to be recognized during this portion of the agenda, please notify the City Clerk in advance.

FLAG SALUTE

ROLL CALL: Diaz, Martinez, Morasco, McNamara

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:

- 343577 – 343771 dated July 8, 2020
- 343772 – 344027 dated July 15, 2020
- 344028 – 344201 dated July 22, 2020
- 344202 – 344430 dated July 29, 2020

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

3. APPROVAL OF MINUTES: Regular Meeting of June 24, 2020 and July 15, 2020

4. SECOND QUARTER 2020 TREASURER'S REPORT -

Request the City Council receive and file the April through June 2020 Treasurer's Report.

Staff Recommendation: **Receive and File (City Treasurer's Office: Douglas W. Shultz)**

5. CONSULTING AGREEMENT FOR DRY WEATHER STORM DRAIN OUTFALL MONITORING SERVICES -

Request the City Council approve authorizing a consulting agreement with NV5 for Dry Weather Storm Drain Outfall Monitoring Services for a sum not to exceed \$172,890.13 over three years.

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

RESOLUTION NO. 2020-108

6. RESOLUTION ESTABLISHING THE PROPERTY TAX RATE AND FIXED CHARGE ASSESSMENTS FOR BONDED INDEBTEDNESS FOR FISCAL YEAR 2020-21 -

Request the City Council approve establishing the property tax rate and fixed charge assessments for bonded indebtedness for the Fiscal Year 2020-21.

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

RESOLUTION NO. 2020-87

7. NOTICE OF COMPLETION FOR THE EL NORTE PARKWAY STREET WIDENING PROJECT -

Request the City Council approve and accept the public improvements and authorize staff to file a Notice of Completion for the El Norte Parkway Street Widening Project ("Project").

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

RESOLUTION NO. 2020-109

8. NOTICE OF COMPLETION FOR THE 2019 STREET REHABILITATION AND MAINTENANCE PROJECT -

Request the City Council approve and accept the public improvements and authorize staff to file a Notice of Completion for the 2019 Street Rehabilitation and Maintenance Project ("Project").

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

RESOLUTION NO. 2020-110

9. AMENDMENT TO THE PROCEDURES FOR ABATEMENT OF PUBLIC NUISANCES -

Request the City Council approve introducing Ordinance No. 2020-18 to amend Escondido Municipal Code Section 6-488 for the abatement of unlawful conditions to expedite correction of public nuisances.

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

ORDINANCE NO. 2020-18 (First Reading and Introduction)

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.)

10. AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN (SPA 9) TO CONDITIONALLY PERMIT WEDDINGS AND RECEPTIONS IN THE SOUTHERN GATEWAY DISTRICT; AND A CONDITIONAL USE PERMIT TO CONDUCT WEDDINGS AND RECEPTIONS IN THE REAR-YARD OF AN HISTORIC PROPERTY LOCATED AT 209 E. 4TH AVENUE (PHG 19-0001 & PHG 19-0002) -

Approved on July 15, 2020 with a vote of 4/0

ORDINANCE NO. 2020-15 (Second Reading and Adoption)

11. AMENDMENTS TO THE ESCONDIDO ZONING CODE TO ALLOW MENU BOARD SIGNS AND OVERSIZED DIRECTIONAL SIGNAGE AT CAR WASH FACILITIES (AZ 20-0003) -

Approved on July 15, 2020 with a vote of 4/0

ORDINANCE NO. 2020-14 (Second Reading and Adoption)

12. ORDINANCE AMENDING CHAPTER 10, ARTICLES 1, 5 AND 6 OF THE ESCONDIDO MUNICIPAL CODE FOR THE PROCUREMENT OF GOODS, SERVICES, AND PUBLIC PROJECTS -

Approved on July 15, 2020 with a vote of 4/0

ORDINANCE NO. 2020-17 (Second Reading and Adoption)

CURRENT BUSINESS

13. DESIGNATION OF VOTING DELEGATES AND ALTERNATIVES – LEAGUE OF CALIFORNIA CITIES -

Request the City Council designate the Voting Delegate and up to two alternates for the League of California Cities Annual Virtual Conference on October 7-9, 2020.

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

14. SECOND AMENDMENT TO THE DESIGN BUILD AGREEMENT FOR THE MEMBRANE FILTRATION REVERSE OSMOSIS FACILITY PROJECT -

Request the City Council approve the execution of a Second Amendment to the Design Build Agreement for the MFRO Facility in the amount of \$7,725,118. A budget adjustment is also requested to provide funding for this amendment.

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

RESOLUTION NO. 2020-106

15. APPOINTMENT TO PLANNING COMMISSION -

Request the City Council ratify the Mayor's appointment to the Planning Commission; term to expire March 31, 2022.

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

16. PUBLIC SAFETY HIRING, TRAINING, AND PRACTICES -

Request the City Council receive and file an overview of the type of police officer sought by the Escondido Police Department, as well as the initial and ongoing training which police officers are given to provide public safety protection to the residents of Escondido. Also reviewed will be data disclosure and outreach practices of the department including those occurring as a result of recent legislation. The mission of the department and future plans will be reviewed and representatives from the Department will be available for Council questions.

Staff Recommendation: **Receive and File (Police Department: Ed Varso)**

17. CONSIDERATION OF EXTENSION OF TEMPORARY EVICTION MORATORIUM ARISING OUT OF COVID-19 EMERGENCY; ADOPTION OF RESOLUTION RATIFYING DIRECTOR OF EMERGENCY SERVICES PROCLAMATION NO. 2012-02 -

Request the City Council consider the adoption of Urgency Ordinance No. 2020-22 which would extend the expiration of Ordinance No. 2020-09R, adopted April 8, 2020, enacting a temporary moratorium on residential and commercial evictions arising out of the COVID-19 pandemic and further adopt Resolution No. 2020-114, ratifying Proclamation No. 2012-02 issued by the Emergency Services Director extending the eviction moratorium during the City Council recess.

Staff Recommendation: **Adopt and Consider (City Attorney's Office: Michael McGuinness)**

A) RESOLUTION NO. 2020-114 B) ORDINANCE NO. 2020-22

18. CONSIDERATION OF ORDINANCE REDUCING CAMPAIGN CONTRIBUTION LIMIT FOR MAYOR AND CITY COUNCILMEMBER CANDIDATES AND RELATED CAMPAIGN CONTROL ORDINANCE AMENDMENTS -

Request the City Council review and consider potential amendments to the Escondido Municipal Election Campaign Control Ordinance to lower the maximum personal contributions from \$4,300 for city councilmember and mayoral candidates. It is further requested that the City Council discuss, consider, take public input and give staff direction on additional campaign control amendments, if any.

Staff Recommendation: **Receive Direction from Council (City Attorney's Office: Michael McGuinness)**

FUTURE AGENDA

19. 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 AND OTHER 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

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
August 19	Wednesday	5:00 & 6:00 p.m.	Regular Meeting	Council Chambers
August 26	Wednesday	5:00 & 6:00 p.m.	Regular Meeting	Council Chambers
September 2	Wednesday	5:00 & 6:00 p.m.	Regular Meeting	Council Chambers
September 9	-	-	No Meeting	-

TO ADDRESS THE COUNCIL

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

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

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

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

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

- Online at <http://www.escondido.org/meeting-agendas.aspx>
- In the City Clerk's Office at City Hall
- 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.



A F F I D A V I T S

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P O S T I N G



CITY COUNCIL STAFF REPORT

Consent Item No. 2

August 12, 2020

File No. 0400-40

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

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

343577 – 343771 dated July 8, 2020
343772 – 344027 dated July 15, 2020
344028 – 344201 dated July 22, 2020
344202 – 344430 dated July 29, 2020

FISCAL ANALYSIS:

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

July 2 – July 8, 2020, is \$ 1,698,955.11
July 9 – July 15, 2020, is \$ 4,178,203.23
July 16 – July 22, 2020, is \$ 1,484,810.36
July 23 – July 29, 2020, is \$ 1,225,447.08

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
June 24, 2020
5:30 p.m. Meeting Minutes
Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 5:30 p.m. on Wednesday, June 24, 2020 in the Mitchell Room at City Hall with Mayor McNamara presiding.

ATTENDANCE:

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

ORAL COMMUNICATIONS

None.

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)
 - a. **Agency Negotiator:** **Jessica Perpetua, Jeffrey Epp**
Employee Organization: ECEA (ACE and Supervisory Units) and Police (Non-Sworn)

ADJOURNMENT

Mayor McNamara adjourned the meeting at 5:45 p.m.

CITY OF ESCONDIDO
June 24, 2020
6:00 P.M. Meeting Minutes

Escondido City Council
Mobilehome Rent Review Board

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 6:00 p.m. on June 24, 2020 via Video Conference and 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

Paul McNamara, Mayor, led the Flag Salute

ATTENDANCE

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

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Mike Strong, Director of Community Development; Julie Procopio, Director of Engineering Services; and Zack Beck, City Clerk.

CLOSED SESSION REPORT

No reportable action.

ORAL COMMUNICATIONS

Christine Nava - Requested that the City of Escondido reform the Police Department.

Georgine Tomasi - Requested that the City of Escondido reform the Police Department.

Katherine Salazar – Requested that the City of Escondido create a Citizen’s Oversight Committee for the Police Department.

Izcally Hernandez - Requested that the City of Escondido reform the Police Department.

CONSENT CALENDAR

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve all Consent Calendar items except items 4, 5 and 10. 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:

- 342483 – 342684 dated June 3, 2020
- 342685 – 342897 dated June 10, 2020

Staff Recommendation: Approval (Finance Department: Joan Ryan)

3. APPROVAL OF MINUTES: Regular Meetings of June 3, 2020 and June 10, 2020

4. ANIMAL CONTROL SERVICES AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY -
Fiscal Year 2021-2023 -

Request the City Council approve an animal control agreement with the San Diego Humane Society (SDHS) through Fiscal Year 2023 and authorize the Mayor and City Clerk to execute contract documents on behalf of the City.

Staff Recommendation: Approval (Police Department: Ed Varso)

RESOLUTION NO. 2020-89

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve an animal control agreement with the San Diego Humane Society (SDHS) through Fiscal Year 2023 and authorize the Mayor and City Clerk to execute contract documents on behalf of the City. Approved unanimously.

5. AWARD PURCHASE OF FUELS FOR FISCAL YEAR 2021 -

Request the City Council approve the purchase of unleaded gasoline and diesel fuel from SC Fuels, Inc. in the amount of \$1,200,000 utilizing a Cooperative Purchase Agreement with the City of San Diego, RFP No. 10089315-18-K, pursuant to Escondido Municipal Code Chapter 10, Article 5, Section 10-90.

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

RESOLUTION NO. 2020-80

MOTION: Moved by Councilmember Morasco and seconded by Deputy Mayor Martinez to approve the purchase of unleaded gasoline and diesel fuel from SC Fuels, Inc. in the amount of \$1,200,000 utilizing a Cooperative Purchase Agreement with the City of San Diego, RFP No. 10089315-18-K, pursuant to Escondido Municipal Code Chapter 10, Article 5, Section 10-90. Approved unanimously.

6. CITYWIDE SECURITY ALARM SYSTEM MONITORING AND MAINTENANCE REQUEST FOR PROPOSAL AWARD -

Request the City Council approve awarding the Citywide Security Alarm System Monitoring and Maintenance Request for Proposal to Progressive Technology Security Systems Inc. deemed to be the lowest most responsive and responsible bidder in an amount not to exceed \$378,360 for the initial two-year term.

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

RESOLUTION NO. 2020-76

7. SAN DIEGO COUNTY CAL-ID GRANT -

Request the City Council authorize the Police Department to accept a San Diego County Cal-ID Grant from the County of San Diego Remote Access Network; 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: Ed Varso)

8. THIRD AMENDMENT TO THE PUBLIC SERVICES AGREEMENT FOR RIGHT OF WAY LANDSCAPE MAINTENANCE SERVICES WITH STEVEN SMITH LANDSCAPING INC. - Request the City Council authorize the Mayor and the City Clerk to execute a Third Amendment to the Public Services Agreement, exercising option period three of the Right of Way Landscape Maintenance Services Request for Proposal No. 18-02, extending the Agreement through June 30, 2021.

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

RESOLUTION NO. 2020-85

9. FINAL MAP FOR HENRY RANCH (TRACT 920) LOCATED AT 2355 EAST LINCOLN AVENUE - Request the City Council approve the Final Map for Henry Ranch, Escondido Tract 920, a 98-Lot Single Family Residential Subdivision located at 2355 East Lincoln Avenue.

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

10. SPECIAL ELECTION FOR THE UNSCHEDULED VACANCY OF DISTRICT 2 COUNCIL MEMBER AND GENERAL MUNICIPAL ELECTION - NOVEMBER 3, 2020 - Request the City Council approve calling for, holding, and giving notice for a General Municipal Election and Special Election and requesting consolidation with the November 3, 2020, Statewide General Election, for the following elective offices: One (1) City Council Member with a four-year term to represent District Three; One (1) City Council Member with a four-year term to represent District Four; One (1) Treasurer with a four-year term to be elected at-large; and One (1) Member of the City Council to be nominated and elected by voters in District Two for the remainder of a four-year-term through November 8, 2022. It is also requested that the City Council adopt Resolution No. 2020-68 requesting the Board of Supervisors, County of San Diego, to consolidate the City's General Municipal Election with the Statewide General Election.

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

A) RESOLUTION NO. 2020-67 B) RESOLUTION NO. 2020-68

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve calling for, holding, and giving notice for a General Municipal Election and Special Election and requesting consolidation with the November 3, 2020, Statewide General Election, for the following elective offices: One (1) City Council Member with a four-year term to represent District Three; One (1) City Council Member with a four-year term to represent District Four; One (1) Treasurer with a four-year term to be elected at-large; and One (1) Member of the City Council to be nominated and elected by voters in District Two for the remainder of a four-year-term through November 8, 2022. It is also requested that the City Council adopt Resolution No. 2020-68 requesting the Board of Supervisors, County of San Diego, to consolidate the City's General Municipal Election with the Statewide General Election. Approved unanimously.

11. FIRST AMENDMENT TO LEASE AGREEMENT WITH MCMAHON CONSTRUCTION AT 525 NORTH QUINCE STREET - Request the City Council authorize the Mayor to execute a First Amendment to Lease Agreement with McMahon Construction at 525 North Quince Street.

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

RESOLUTION NO. 2020-79

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.)

PUBLIC HEARINGS

12. APPROVAL TO AMEND FISCAL YEAR 2019 – 2020 ANNUAL ACTION PLAN (SECOND AMENDMENT) -

Request the City Council approve amending the Fiscal Year 2019-2020 Annual Action Plan and permit use of the funding.

A). COUNTY CARES ACT FUNDS BUDGET ADJUSTMENT -

Request the City Council approve a budget adjustment for \$2,713,486 to accept Coronavirus Aid, Relief, and Economic Security (CARES) Act Coronavirus Relief fund from the County of San Diego.

B). FISCAL YEAR 2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM -

Request the City Council authorize the Chief of Police to accept a Department of Justice Fiscal Year 2020 Coronavirus Emergency Supplemental Funding Program grant in the amount of \$125,276; 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 (Community Development Department: Mike Strong, Housing & Neighborhood Services Department: Karen Youel, Emergency Management Department: Jeff Murdock, Police Department: Ed Varso))

RESOLUTION NO. 2020-90

Amanda Cormier - Expressed opposition to additional coronavirus-related funding for the EPD.

Greg Anglea – Expressed appreciation to the City of Escondido for its support of Interfaith Community Services and the CARES Act funding recommendations.

Ryan Fischer – Expressed concern about designating the SPIDR computer software as a COVID-related expense.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve amending the Fiscal Year 2019-2020 Annual Action Plan and permit use of the funding; authorize the Chief of Police to accept a Department of Justice Fiscal Year 2020 Coronavirus Emergency Supplemental Funding Program grant in the amount of \$125,276. Approved unanimously.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz to approve a budget adjustment for \$2,713,486 to accept Coronavirus Aid, Relief, and Economic Security (CARES) Act Coronavirus Relief fund from the County of San Diego. Approved unanimously.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to 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. Approved unanimously.

CURRENT BUSINESS

13. ANNUAL APPOINTMENTS TO BOARDS AND COMMISSIONS -
Request the City Council ratify the Mayors appointments to serve on the following Boards and Commissions; terms to expire March 31, 2024, except as noted: Building Advisory & Appeals Board (2 appointments); Historic Preservation Commission (3 appointments); Library Board of Trustees (3-year term) 2 appointments (Terms to expire March 31, 2023); Planning Commission (5 appointments) (One Term Expires March 31, 2022); Public Art Commission (2 appointments); Transportation/Community Safety (2 appointments).

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

MOTION: Moved by Deputy Mayor Martinez and seconded by Councilmember Diaz to ratify the Mayors appointments to serve on the following Boards and Commissions with the exception of replacing Mirek Gorny with Frank Wesley on the Library Board of Trustees; terms to expire March 31, 2024, except as noted: Building Advisory & Appeals Board (2 appointments); Historic Preservation Commission (3 appointments); Library Board of Trustees (3-year term) 2 appointments (Terms to expire March 31, 2023); Planning Commission (5 appointments) (One Term Expires March 31, 2022); Public Art Commission (2 appointments); Transportation/Community Safety (2 appointments). Failed. Councilmember Diaz and Deputy Mayor Martinez voted yes. Councilmember Morasco and Mayor McNamara voted no.

MOTION: Moved by Councilmember Morasco and seconded by Mayor McNamara to ratify the Mayors appointments to serve on the following Boards and Commissions; terms to expire March 31, 2024, except as noted: Building Advisory & Appeals Board (2 appointments); Historic Preservation Commission (3 appointments); Library Board of Trustees (3-year term) 2 appointments (Terms to expire March 31, 2023); Planning Commission (5 appointments) (One Term Expires March 31, 2022); Public Art Commission (2 appointments); Transportation/Community Safety (2 appointments). Approved with three yes votes. Councilmember Diaz voted no.

14. CONSIDERATION OF EXTENSION OF TEMPORARY EVICTION MORATORIUM ARISING OUT OF IMPACT OF COVID-19 EMERGENCY -
Request the City Council consider the adoption of Ordinance No. 2020-16 which would restate and extend the expiration of Urgency Ordinance No. 2020-09R, adopted April 8, 2020, enacting a temporary moratorium on residential and commercial evictions arising out of the Local Emergency related to the COVID-19 pandemic outbreak.

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

ORDINANCE NO. 2020-16 (First Reading and Introduction)

MOTION: Moved by Deputy Mayor Martinez and seconded by Councilmember Diaz to adopt of Ordinance No. 2020-16 which would restate and extend the expiration of Urgency Ordinance No. 2020-09R, adopted April 8, 2020, enacting a temporary moratorium on residential and commercial evictions arising out of the Local Emergency related to the COVID-19 pandemic outbreak. Approved unanimously.

15. MOBILEHOME RENT PROTECTION ORDINANCE ("PROPOSITION K") VACANCY CONTROL/DECONTROL OR MOBILEHOME RENT REVIEW BOARD GUIDELINES AMENDMENT -

Request the City Council take public input, discuss and consider whether to proceed with (1) a ballot measure to amend Proposition K to include vacancy control, or (2) an amendment to the Mobilehome Rent Review Board Guidelines to implement a negotiated agreement between mobilehome park owners and residents.

Staff Recommendation: Provide Direction (City Attorney's Office: Michael McGuinness)

Alan and Susan Rosofsky – Expressed support for RRB 2020-04

Bob and Nancy Howard - Expressed support for RRB 2020-04

Carol Hanegan - Expressed support for RRB 2020-04

Don Greene - Expressed support for RRB 2020-04

Evelyn Langston - Expressed support for RRB 2020-04

Ingrid Rainey - Expressed support for RRB 2020-04

Katie Morris - Expressed support for RRB 2020-04

Kay Overman - Expressed support for RRB 2020-04

Lousie Reed - Expressed support for RRB 2020-04

Pat Dickenson - Expressed support for RRB 2020-04

Tom Austin - Expressed support for RRB 2020-04

William Ziegler - Expressed support for RRB 2020-04

MOTION: Moved by Councilmember Diaz and seconded by Deputy Mayor Martinez to amend the Mobilehome Rent Review Board Guidelines and implement a negotiated agreement between mobilehome park owners and residents. Approved unanimously.

16. APPOINTMENT OF CITY MANAGER; 180 DAY PERIOD EXCEPTION -
Request the City Council approve the appointment of Jeffrey R. Epp as City Manager effective July 13, 2020 to perform duties under Chapter 2, Article 3, Sections 2-38 et. seq. of the Escondido Municipal Code and make findings that appointment is necessary for critically needed position.

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

RESOLUTION NO. 2020-91

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve the appointment of Jeffrey R. Epp as City Manager effective July 13, 2020 to perform duties under Chapter 2, Article 3, Sections 2-38 et. seq. of the Escondido Municipal Code and make findings that appointment is necessary for critically needed position. Approved unanimously.

17. CLIMATE ACTION PLAN UPDATE - INFORMATIONAL REPORT AND STATUS UPDATE (PHG18-0009) -
Request the City Council receive the report and presentation. No action is required at this time except to provide direction to staff as appropriate.

Staff Recommendation: Receive and File (Community Development Department: Mike Strong)

Ana Marie Velsaco – Requested that the City of Escondido implement a ban on single use plastics.

Nathan Serrato – Encouraged a comprehensive and competitive Climate Action Plan Update for Escondido.

Maria Wallace – Requested that the City of Escondido reduce non-organic waste, such as single-use plastics.

Matthew Vasilakis – Expressed support for the Escondido Community Advisory Group for Environmental Impacts and Climate Action.

Suzi Sandore - Expressed support for the Escondido Community Advisory Group for Environmental Impacts and Climate Action.

Timothy Swift - Expressed support for the Escondido Community Advisory Group for Environmental Impacts and Climate Action.

FUTURE AGENDA

18. FUTURE AGENDA -

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

Councilmember Morasco will attend a RSWA meeting on June 25, 2020

Councilmember Diaz attended a San Dieguito River Park Meeting on June 19, 2020

Deputy Mayor Martinez will attend a San Diego County Water Authority Board Meeting on June 25, 2020.

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 9:38 P.M.

CITY OF ESCONDIDO

July 15, 2020
6:00 P.M. Meeting

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 6:00 p.m. on July 15, 2020 via Video Conference and 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

Paul McNamara, Mayor, led the Flag Salute

ATTENDANCE

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

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Mike Strong, Director of Community Development; Julie Procopio, Director of Engineering Services; and Zack Beck, City Clerk.

CLOSED SESSION REPORT

None.

ORAL COMMUNICATIONS

Stephen Ruffner – President, KB Home Coastal, requested that the City of Escondido follow the Subdivision Map Act and make a choice on how to address a single condition to the Final Map related to an already-existing drainage pipe that drains onto County land.

CONSENT CALENDAR

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve all consent calendar item 14 and 17. 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:
342898 343093 dated June 17, 2020
343094 343367 dated June 24, 2020
343368 343576 dated July 1, 2020
Staff Recommendation: Approval (Finance Department: Christina Holmes)
3. APPROVAL OF MINUTES: None Scheduled

4. RESOLUTION DECLARING A CITY-OWNED PARCEL (APN 232-082-09) LOCATED AT 235 EAST GRAND AVENUE AS EXEMPT SURPLUS LAND -
Request the City Council approve declaring the City-owned parcel (APN 232-082-09) at 235 East Grand Avenue as exempt surplus land and allow for the disposal of the parcel.

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

RESOLUTION NO. 2020-95

5. RESOLUTION DECLARING A VACANT CITY-OWNED PARCEL (APN 225-270-54) ON EAST WASHINGTON AVENUE AS SURPLUS LAND -
Request City Council approve declaring the vacant City-owned parcel (APN 225-270-54) on East Washington Avenue as surplus land and allow for the disposal of the parcel.

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

RESOLUTION NO. 2020-96

6. ORDINANCE AMENDING CHAPTER 10, ARTICLES 1, 5 AND 6 OF THE ESCONDIDO MUNICIPAL CODE FOR THE PROCUREMENT OF GOODS, SERVICES, AND PUBLIC PROJECTS -
Request City Council approve amending Chapter 10, Articles 1, 5 and 6 of the Escondido Municipal Code for to the procurement of goods, services and public projects to update the City of Escondido's purchasing policies and procedures.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ORDINANCE NO. 2020-17 (First Reading and Introduction)

7. APPLICATION FOR THE ACTIVE TRANSPORTATION PROGRAM GRANT FUNDS -
Request the City Council approve authorizing the Director of Community Development or his designee to apply for \$230,000 in Active Transportation Program funds to develop a Comprehensive Active Transportation Strategy plan in the City of Escondido; and if awarded, to accept the grant funds, complete a budget adjustment, and complete grant documents on behalf of the City of Escondido.

Staff Recommendation: Approval (Community Development Department: Mike Strong)

RESOLUTION NO. 2020-92

8. BID AWARD FOR HALE AVENUE RESOURCE RECOVERY FACILITY PERIMETER SECURITY FENCING AND GATES PROJECT -
Request the City Council approve the bid award and authorize the Mayor and City Clerk to execute a Public Services Agreement with Red Hawk Services, Inc., dba Red Hawk Fence. Red Hawk Fence was the lowest responsive and responsible bidder, in the amount of \$551,256.61 for the Hale Avenue Resource Recovery Facility ("HARRF") Perimeter Security Fencing and Gates Project.

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

RESOLUTION NO. 2020-94

9. APPROVAL OF CALPERS INDUSTRIAL DISABILITY FOR FIRE CAPTAIN KENNETH HEAD -
Request the City Council approve the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement for Fire Captain Kenneth Head.

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

RESOLUTION NO. 2020-93

10. SAN DIEGO REGIONAL FIRE FOUNDATION \$13,328.00 DONATION TO FUND FIRE DEPARTMENT COVID19 SAFETY SUPPLIES -

Request the City Council accept \$13,328.00 in funding from the San Diego Regional Fire Foundation to purchase COVID19 related supplies and equipment. It is also requested that the City Council authorize the Fire Chief to execute, on behalf of the City of Escondido, all documents required for the management of this grant and that the City Council authorize the necessary budget adjustment to establish a new project number to track these grant funds.

Staff Recommendation: Approval (Fire Department: Rick Vogt)

11. STATE REVOLVING FUND INSTALLMENT SALE AGREEMENT FOR THE RECYCLED WATER DISTRIBUTION SYSTEM -

Request the City Council approve authorizing the Director of Utilities to execute an Installment Sale Agreement in the amount of \$4.3 million from the State Water Resources Control Board, Division of Financial Assistance. If approved, the loan issued from the State Revolving Fund will be used for construction costs of the distribution system to bring recycled water from the Hogback Reservoir to individual agricultural customer meters.

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

RESOLUTION NO. 2020-56

12. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2000-01 (HIDDEN TRAILS) -

Request the City Council approve setting the Special Tax Levy for Community Facilities District No. 2000-01 (Hidden Trails) for Fiscal Year 2020-21.

Staff Recommendation: Adopt and File (Finance Department: Christina Holmes)

RESOLUTION NO. 2020-78

13. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2006-01 (EUREKA RANCH) -

Request the City Council approve setting the Special Tax Levy for Community Facilities District No. 2006-01 (Eureka Ranch) for Fiscal Year 2020-21.

Staff Recommendation: Adopt and File (Finance Department: Christina Holmes)

RESOLUTION NO. 2020-77

14. RENEW SIGNATURE AUTHORIZATIONS FOR INVESTING CITY FUNDS IN THE LOCAL AGENCY INVESTMENT FUND -

Request the City Council approve renewing authorization to invest monies not required for immediate cash flow needs in the Local Agency Investment Fund ("LAIF"), which is administered by the State Treasury in accordance with Section 16429.1 of California Government Code.

Staff Recommendation: Approval (Finance Department: Christina Holmes, City Treasurer's Office: Douglas Shultz)

RESOLUTION NO. 2020-86

MOTION: Moved by Deputy Mayor Martinez and seconded by Councilmember Morasco to approve renewing authorization to invest monies not required for immediate cash flow needs in the Local Agency Investment Fund ("LAIF"), which is administered by the State Treasury in accordance with Section 16429.1 of California Government Code. Approved unanimously

15. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE ECEA - ADMINISTRATIVE, CLERICAL, ENGINEERING ("ACE") BARGAINING UNIT - Request the City Council approve a successor ECEA - Administrative, Clerical, Engineering ("ACE") Bargaining Unit contract.

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

RESOLUTION NO. 2020-102

16. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE ECEA - SUPERVISORY ("SUP") BARGAINING UNIT - Request the City Council approve a successor ECEA - Supervisory ("SUP") Bargaining Unit contract.

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

RESOLUTION NO. 2020-103

17. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE POLICE - NON-SWORN ("NSP") BARGAINING UNIT - Request the City Council approve a successor Police - Non-Sworn ("NSP") Bargaining Unit contract.

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

RESOLUTION NO. 2020-104

Amanda Cormier - Expressed opposition to this item.

Kristen Brown - Expressed opposition to this item.

Jessica Teaster – Expressed opposition to this item.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz to approve a successor Police - Non-Sworn ("NSP") Bargaining Unit contract. Approved unanimously.

18. STATE CARES ACT FUNDS BUDGET ADJUSTMENT - Request the City Council approve a budget adjustment in the amount of \$1,889,210 to accept Coronavirus Aid, Relief, and Economic Security ("CARES") Act Coronavirus Relief fund from the State of California.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

19. INCREASE OF REQUESTED AMOUNT FOR CLEAN WATER STATE REVOLVING FUND LOAN FOR THE MEMBRANE FILTRATION/REVERSE OSMOSIS FACILITY PROJECT - Request the City Council adopt Resolution No. 2020-105, authorizing application for a Clean Water State Revolving Fund loan for the Membrane Filtration/Reverse Osmosis Facility Capital Improvement Project (CIP No. 557-801508). Resolution No. 2020-105 authorizes repayment of that loan if it is awarded to the City of Escondido. The repayment resolution will increase the amount of the loan application for the project from \$29,000,000 to \$45,000,000. Prior to receiving any loan funds or any payment being made, the City Council will be asked at a future meeting to authorize execution of loan documents.

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

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.)

PUBLIC HEARINGS

20. AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN (SPA 9) TO CONDITIONALLY PERMIT WEDDINGS AND RECEPTIONS IN THE SOUTHERN GATEWAY DISTRICT; AND A CONDITIONAL USE PERMIT TO CONDUCT WEDDINGS AND RECEPTIONS IN THE REAR-YARD OF AN HISTORIC PROPERTY LOCATED AT 209 E. 4TH AVENUE (PHG 19-0001 & PHG 19-0002) -

Request the City Council approve amending the Downtown Specific plan to allow weddings and receptions, subject to a Conditional Use Permit ("CUP"), in the Southern Gateway District. It is also requested the City Council approve a CUP to conduct weddings and receptions located at 209 E. 4th Avenue.

Staff Recommendation: Approval (Community Development Department: Mike Strong)

A) RESOLUTION NO. 2020-83 B) ORDINANCE NO. 2020-15 (First Reading and Introduction)

Dirk Reschly – Expressed opposition to the amendment.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz to approve amending the Downtown Specific plan to allow weddings and receptions, subject to a Conditional Use Permit ("CUP"), in the Southern Gateway District. It is also requested the City Council approve a CUP to conduct weddings and receptions located at 209 E. 4th Avenue. Approved unanimously.

21. ALLOCATION OF SUCCESSOR HOUSING AGENCY FUNDS FOR AFFORDABLE HOUSING -

Request the City Council approve authorizing the Director of Community Development to conditionally commit \$4,000,000 in Low and Moderate Income Housing Funds ("SHA funds") to Ivy Valley Housing Partners, LP for the construction of a 50-unit development at 337 East Valley Parkway; and authorizing the Mayor and City Clerk to execute an Affordable Housing Loan Agreement and all necessary loan and supporting agreements in forms acceptable to the City Attorney when conditions have been met.

Staff Recommendation: Approval (Community Development Department: Mike Strong, Housing & Neighborhood Services Department: Karen Youel)

RESOLUTION NO. 2020-74

MOTION: Moved by Deputy Mayor Martinez and seconded by Councilmember Diaz to approve authorizing the Director of Community Development to conditionally commit \$4,000,000 in Low and Moderate Income Housing Funds ("SHA funds") to Ivy Valley Housing Partners, LP for the construction of a 50-unit development at 337 East Valley Parkway; and authorizing the Mayor and City Clerk to execute an Affordable Housing Loan Agreement and all necessary loan and supporting agreements in forms acceptable to the City Attorney when conditions have been met. Approved unanimously.

22. AMENDMENTS TO THE ESCONDIDO ZONING CODE TO ALLOW MENU BOARD SIGNS AND OVERSIZED DIRECTIONAL SIGNAGE AT CAR WASH FACILITIES (AZ 20-0003) -

Request the City Council approve amending Article 61 (Administration & Enforcement) and Article 66 (Sign Ordinance) of the Escondido Zoning Code to enhance land use regulations for signage at carwash facilities.

Staff Recommendation: Approval (Community Development Department: Mike Strong)

ORDINANCE NO. 2020-14 (First Reading and Introduction)

MOTION: Moved by Councilmember Morasco and seconded by Deputy Mayor Martinez to approve amending Article 61 (Administration & Enforcement) and Article 66 (Sign Ordinance) of the Escondido Zoning Code to enhance land use regulations for signage at carwash facilities. Approved unanimously.

CURRENT BUSINESS

23. COMMUNITY OPINION SURVEY PRESENTATION, INCLUDING UPDATED VOTER SUPPORT FOR A POTENTIAL ONE PERCENT SALES TAX REVENUE MEASURE -
Request the City Council receive and file information pertaining to the community opinion survey.

Staff Recommendation: Receive and File (City Manager's Office: Jay Petrek)

Tony Kravaric – Questioned the validity of the community opinion survey.

24. CONSIDERATION OF RESOLUTION AND ORDINANCE PLACING THE ESCONDIDO PUBLIC SAFETY AND ESSENTIAL SERVICES REVENUE BEFORE VOTERS AT MUNICIPAL GENERAL ELECTION ON NOVEMBER 3, 2020 -
Request the City Council approve a) calling for an election submitting a proposed one percent general transactions and use (sales) tax increase to the voters; and b) amending the Escondido Municipal Code to establish a one percent sales tax to be administered by the California Department of Tax and Fee Administration, including provisions for citizens oversight and accountability. While the introduction of additional taxes on people, especially at this time, should never be done casually, staff recommends placing this item on the November 2020 ballot to allow the voters the opportunity to consider an issue which will address the fiscal health of the City for years to come.

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

A) RESOLUTION NO. 2020-97 B) ORDINANCE NO. 2020-19 (First Reading and Introduction)

Austin Miller – Expressed support for the proposed sales tax measure.

Doug Moir – Expressed support for the proposed sales tax measure.

Mary Anne Dijak – Expressed support for the proposed sales tax measure.

Amy Peltekian – Expressed opposition to the proposed sales tax measure.

Victor – Expressed opposition to the proposed sales tax measure.

Matt Foster – Expressed opposition to the proposed sales tax measure.

Maria Gonzalez – Expressed opposition to the proposed sales tax measure.

Tom Pierpoint – Expressed opposition to the proposed sales tax measure.

Michael Luciano – Expressed opposition to the proposed sales tax measure.

Dana Rose – Expressed opposition to the proposed sales tax measure.

Erin Lump – Expressed opposition to the proposed sales tax measure.

Brian Melonakos – Expressed opposition to the proposed sales tax measure.

Tony Kravaric – Expressed opposition to the proposed sales tax measure.

John Proffitt Jr. – Expressed opposition to the proposed sales tax measure.

Nikolas Menotti – Expressed opposition to the proposed sales tax measure.

Justin Domicillo – Expressed opposition to the proposed sales tax measure.

Robert Gold – Expressed opposition to the proposed sales tax measure.

Glen W. Cairns – Expressed opposition to the proposed sales tax measure.

MOTION: Moved by Councilmember Diaz and seconded by Mayor McNamara to approve a) calling for an election submitting a proposed one percent general transactions and use (sales) tax increase to the voters titled the "Escondido Essential Services Measure"; and b) amending the Escondido Municipal Code to establish a one percent sales tax to be administered by the California Department of Tax and Fee Administration, including provisions for citizens oversight and accountability. Failed 3-1 (Morasco - No); required four votes for approval.

25. CONSIDERATION OF RESOLUTION AND ORDINANCE PLACING A BALLOT MEASURE ESTABLISHING TERM LIMIT FOR MAYOR, MEMBERS OF CITY COUNCIL AND CITY TREASURER BEFORE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 -

Request the City Council take public input, discuss and consider the adoption of a resolution and ordinance to place a ballot measure establishing term limits for the Mayor, City Councilmembers, and City Treasurer on the November 3, 2020 general municipal election. If the City Council intends to place the matter on the ballot, it must adopt Resolution No. 2020-99 and introduce and adopt Ordinance No. 2020-20.

Staff Recommendation: Provide Direction (City Attorney's Office: Michael R. McGuinness)

A) RESOLUTION NO. 2020-99 B) ORDINANCE NO. 2020-20 (First Reading and Introduction)

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz to adopt a resolution and ordinance to place a ballot measure establishing term limits for the Mayor, City Councilmembers, and City Treasurer on the November 3, 2020 general municipal election. If the City Council intends to place the matter on the ballot, it must adopt Resolution No. 2020-99 and introduce and adopt Ordinance No. 2020-20. Failed 2-2 (McNamara, Martinez - No)

FUTURE AGENDA

26. 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)

Mayor McNamara – Requested an update on cannabis policies in Escondido.

COUNCIL MEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

Councilmember Morasco - Attended a RSWA meeting.

Councilmember Diaz - Attended a North San Diego Business Chamber Forum regarding race.

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

Kathleen Melonakos – Expressed frustration with the current COVID-10 restrictions in San Diego County.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 9:55 p.m.

CITY COUNCIL STAFF REPORT

Consent Item No. 4

August 12, 2020

File No. 0490-55

SUBJECT: Treasurer's Investment Report for the Quarter Ended June 30, 2020

DEPARTMENT: City Treasurer

RECOMMENDATION:

It is requested that the City Council receive and file the Quarterly Investment Report.

PREVIOUS ACTION:

The Investment Report for the quarter ended March 31, 2020, was filed with the City Clerk's Office on April 30, 2020, and presented to the City Council on May 20, 2020.

BACKGROUND:

The City of Escondido's ("City") Investment Policy requires the City Treasurer to submit a quarterly investment report to the City Council and City Manager. The quarterly investment report should include the type of investment, issuer, date of maturity, par and dollar amount invested and market value for each security held by the City. Details of the City's investment portfolio are included in the attached reports that are listed below:

- Summary of Investment Allocation as of June 30, 2020 (Attachment 1)
- Summary of Investment Portfolio Yield for the last 12 months (Attachment 2)
- Schedule of Funds Managed by Outside Parties as of June 30, 2020 (Attachment 3)
- PFM's Investment Performance Review as of June 30, 2020 (Attachment 4)

PFM Asset Management Firm was onboarded as the City's Investment Advisor in May 2019. In their Investment Performance Review (Attachment 4) you will find a Market Update, the City's Portfolio Strategy and Performance, Issuer Distributions, Portfolio Distributions and Portfolio Holdings. The Summary of Investment Allocation (Attachment 1) and the Summary of Investment Portfolio Yield for the last 12 months (Attachment 2) shows the total investment portfolio including funds in LAIF, CAMP and Stone Castle. From March 31, 2020, to June 30, 2020, the City's investment portfolio increased from \$151.5 million to \$175.6 million. The adjusted average annual yield decreased from 2.062 percent to 1.885 percent with the portfolio duration at 1.35. An excess of cash receipt inflows over cash payment outflows for the quarter resulted in an increase of \$24.1 million in the book value of the investment portfolio.

There are adequate funds to meet the next six-month's expected expenditures. As of June 30, 2020, the City complies with all requirements of the City's Investment Policy.

Treasurer's Investment Report for the Quarter Ended June 30, 2020
August 12, 2020
Page 2

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

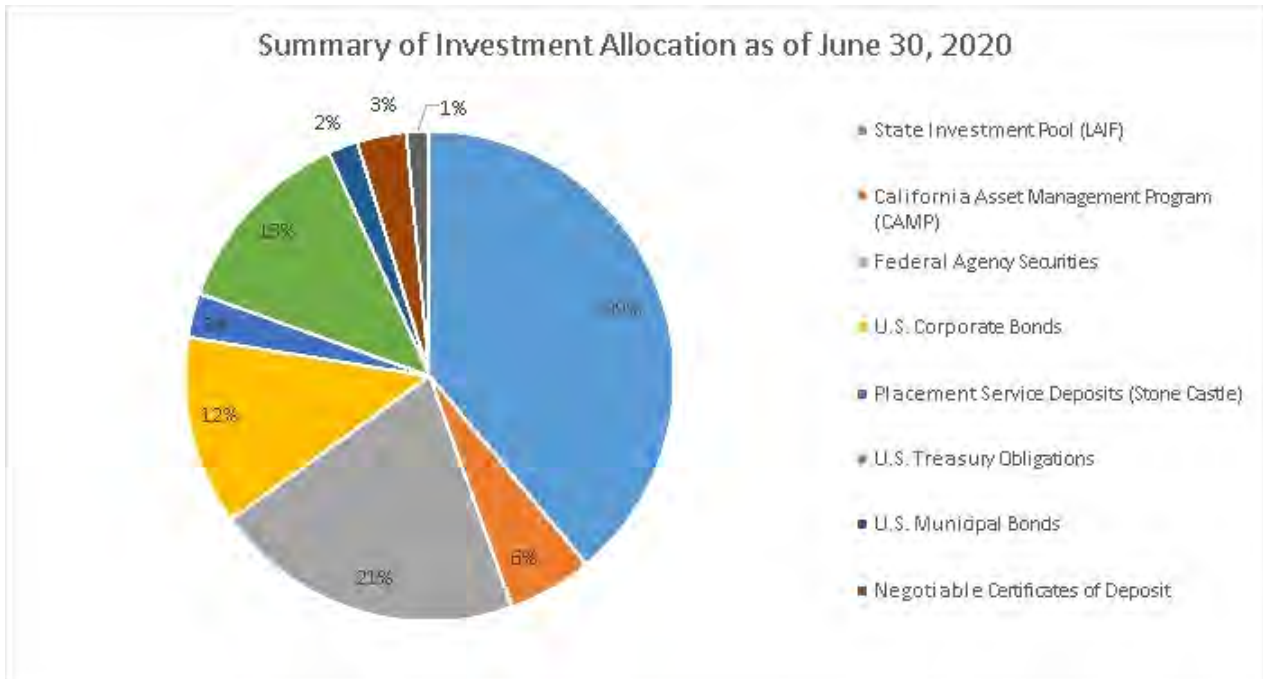
Douglas W. Shultz, City Treasurer
8/5/20 2:54 p.m.

ATTACHMENTS:

1. Attachment 1 – Summary of Investment Allocation as of June 30, 2020
2. Attachment 2 – Summary of Investment Portfolio Yield for the last 12 months
3. Attachment 3 – Schedule of Funds Managed by Outside Parties as of June 30, 2020
4. Attachment 4 – Investment Performance Review for the Quarter Ended June 30, 2020

**City of Escondido
Summary of Investment Allocation
as of June 30, 2020**

Investment Type	Book Value	Market Value	Percent of Portfolio at Market
State Investment Pool (LAIF)	\$ 69,487,640	\$ 69,487,640	38.92%
California Asset Management Program (CAMP)	\$ 10,001,186	\$ 10,001,186	5.60%
Federal Agency Securities	35,974,823	36,655,971	20.53%
U.S. Corporate Bonds	21,218,581	22,286,617	12.48%
Placement Service Deposits (Stone Castle)	5,238,859	5,238,859	2.93%
U.S. Treasury Obligations	22,056,334	22,798,934	12.77%
U.S. Municipal Bonds	3,386,772	3,504,632	1.96%
Negotiable Certificates of Deposit	5,695,000	5,832,722	3.27%
Supranational Securities	2,632,273	2,723,514	1.53%
Total Investment Portfolio - June 2020	\$ 175,691,468	\$ 178,530,075	100%
Reported Total Investments - March 2020	\$ 151,545,223	\$ 153,723,484	
Change from Prior Quarter	\$ 24,146,245	\$ 24,806,591	
Portfolio Duration	1.35		



**CITY OF ESCONDIDO
as of June 30, 2020
FOR THE LAST 12 MONTHS**

<u>Date</u>	<u>Book Value</u>	<u>Yield</u>
Jun-20	\$175,691,467.98	1.395%
May-20	\$169,745,327.26	1.475%
Apr-20	\$151,804,259.67	1.590%
Mar-20	\$151,545,222.69	1.819%
Feb-20	\$150,033,673.99	1.939%
Jan-20	\$145,872,100.79	1.966%
Dec-19	\$145,872,100.79	1.993%
Nov-19	\$140,341,177.53	2.012%
Oct-19	\$139,739,470.19	2.062%
Sep-19	\$139,305,537.02	2.112%
Aug-19	\$138,385,437.07	2.149%
Jul-19	\$139,305,537.02	2.112%
Average Portfolio Interest Yields		1.885%

** Includes Assets managed by PFM, LAIF, CAMP and Stone Castle.*

CITY OF ESCONDIDO
FUNDS MANAGED BY OUTSIDE PARTIES
as of June 30, 2020

<u>Type of Funds / Institution</u>	<u>Market Value</u>	<u>Interest Rate</u>	<u>Type of Investment</u>
<u>BOND FUNDS</u>			
BANK OF NEW YORK:			
1998-1 Rancho San Pasqual Assessment District	\$ 353,502.89	0.060%	Treasury
2012 JPFA Revenue Bonds (Wastewater System Financing)	101.79	0.050%	Treasury
2013 JPFA Reidy Creek Lease Revenue Bonds (2001 Refunding)	81.45	0.030%	Treasury
2015 Community Facility District - Eureka Ranch (2006 Refunding)	146.21	0.030%	Cash/Treasury
2015A Wastewater Bond (2004A Refunding)	580,743.68	0.090%	Dreyfus Cash Management Fund
2015B Wastewater Bond (2004B Refunding)	225,274.56	0.090%	Dreyfus Cash Management Fund
2019AB Water Bond (2007 & 2012 Refunding)	9,530.25	0.020%	Dreyfus Cash Management Fund
	<u>\$ 1,169,380.83</u>		
<u>SECTION 115 TRUST FUNDS</u>			
PUBLIC AGENCY RETIREMENT SERVICES:			
PARS Post-Employment Benefits Trust	\$ 10,822,486.99		Moderately Conservative HighMark PLUS
TOTAL FUNDS MANAGED BY OUTSIDE PARTIES	<u>\$ 11,991,867.82</u>		



CITY OF ESCONDIDO

Investment Performance Review For the Quarter Ended June 30, 2020

Client Management Team

PFM Asset Management LLC

Sarah Meacham, Managing Director

50 California Street, Suite 2300

213 Market Street

Richard Babbe, CCM, Senior Managing Consultant

San Francisco, CA 94111

Harrisburg, PA 17101-2141

Meredith LaBuda Sullivan, Portfolio Trader

949-230-6896

717-232-2723

Jeremy King, Key Account Manager

Market Update

QUARTERLY MARKET SUMMARY

Fixed Income Management

SUMMARY

- In Q2, U.S. economic conditions were characterized by: (1) unprecedented deterioration in economic fundamentals due to broad lockdowns and stay-at-home orders; (2) economic indicators bottoming out in April and sharply rebounding off historical lows, yet still trailing pre-crisis levels; (3) equity markets posting strong quarterly performance on a positive forward outlook; (4) improving bond market dynamics as the Federal Reserve (Fed) continued to flood the market with liquidity; and (5) COVID-19 hotspots (re)appearing around the nation, raising concerns that the economic recovery may slow.
- The Fed spent the second quarter mobilizing and refining its arsenal of emergency lending programs to provide liquidity and stabilize financial markets. At its two meetings over the quarter, the central bank left the target range for the federal funds rate unchanged at 0% to 0.25%. Released at its June policy meeting, the Federal Open Market Committee's updated economic projections now anticipate a long, slow recovery, with persistently high unemployment, and short-term rates pegged at near 0%.
- Treasury yields were largely range-bound over the second quarter after plummeting to all-time lows in Q1. Returns on Treasuries were muted in Q2, while yield spreads in all other sectors significantly retraced their Q1 widening, resulting in strongly positive excess returns. Diversification was once again a strong benefit in Q2 as diversified portfolios largely recouped the bulk of Q1 underperformance.
- Many nations began to gradually re-open their economies after seemingly containing the spread of the coronavirus. Equity indices, on a global scale, responded positively to the developments and reported solid Q2 returns. U.S. equities performed particularly well, with major indices posting their best quarterly performance in over 20 years.

ECONOMIC SNAPSHOT

- The U.S. economy contracted at 5.0% in Q1 as the pandemic-induced economic shutdown negatively affected most businesses. The American consumer, generally the driving force behind gross domestic product figures, was the largest detractor in Q1 as consumer spending and confidence experienced record drops.
- The U.S. labor market continued to battle the economic slowdown in Q2. While weekly initial jobless claims readings leveled off from the record-breaking 6.9 million claims at the end of March, the indicator was greater than one million in each week of Q2, which is much larger than any pre-coronavirus reading on record dating back to 1967. Despite surprisingly strong jobs gains in May and June, total employment still fell by about 17 million jobs in Q2, with the unemployment rate ending the quarter at 11.1%, the highest rate in over 50 years.
- Earlier in the quarter, U.S. manufacturing and services activity fell materially as lockdowns were enacted by state and local authorities to control the spread of COVID-19. In April, the Markit manufacturing PMI reached its lowest level since 2009 due to customers canceling or postponing orders. The services sector faced similar issues with temporary closures. By the end of the quarter, the manufacturing and services sectors stabilized considerably as COVID-19 restrictions eased, with both indices teetering between contraction and expansion levels.

INTEREST RATES

- U.S. Treasury yields remained near their low levels reached by the end of Q1 while trading in a relatively tight range. By the end of Q2, short-term rates (with maturities less than 6-months) had increased modestly by 4 to 7 basis points (bps) as yields were nudged higher on massive Treasury Bill issuance to finance the stimulus packages. The longest-maturity Treasuries (20 and 30 years), which had fallen to record lows in Q1, rose by 9 to 15 bps. Intermediate-term yields, with maturities between 2 and 7 years, declined between 7 and 10 bps, largely on prospects of potential Fed yield curve control—the targeting by the Fed of specific yields on specific maturities.
- At quarter-end, the yield on a 3-month Treasury bill stood at 0.14%, the 3-year note was 0.17%, the 5-year note was 0.29%, the 10-year note was 0.66%, and the 30-year Treasury ended the quarter at 1.41%.
- As a result of low rates and modest curve steepening, Treasury index returns were mixed for the quarter. For example, the 3-month and 2-year Constant Maturity U.S. Treasury Indices returned 0.02% and 0.10%, respectively. Meanwhile, the 5-year and 30-year indices returned 0.55% and -0.81%.

SECTOR PERFORMANCE

- In contrast to Q1, most non-U.S. Treasury fixed income investment-grade (IG) sectors generated positive excess returns, making up most of the Q1 underperformance, though most sectors still trailed Treasuries' strong year-to-date returns. Diversification away from Treasuries was significantly additive to fixed income portfolios during Q2.
- Throughout much of the quarter, federal agency spreads remained elevated relative to recent historical levels. Agency yield spreads eventually normalized closer to pre-crisis levels, particularly for securities maturing in three years or less. While the agency spread curve steepened by quarter-end, the general tightening across the board resulted in similar return attributes for fixed-rate maturities less than five years.
- The IG corporate sector was one of the best performing sectors in Q2 as spreads snapped back toward pre-crisis levels. The Fed's corporate bond support programs kicked off in earnest, with the Fed buying both IG ETFs and a broad range of individual corporate bonds in the secondary market. Although longer-duration and lower-quality issues outperformed shorter-duration and higher-quality issues on an absolute basis in Q2, the latter recouped a greater percentage of their relative underperformance in Q1.
- Uncertainties facing the asset-backed security (ABS) sector from Q1 carried into Q2, namely over concern about the consumers' ability to make timely payments on credit cards and car loans. Following the Fed's targeted liquidity support, a resilient consumer, and increased credit enhancements on new issues, the sector regained investor appetite and yield spreads narrowed markedly. The result was attractive positive excess returns.
- The federal agency mortgage-backed security sector (MBS) continued to battle record-low mortgage rates, which led to increased refinancing activity and elevated prepayments. The sector also contended with heightened levels of forbearance, which permitted borrowers to defer mortgage payments. The Fed's unwavering support of the market through unlimited bond purchases supported the sector as spreads tightened from March wides.

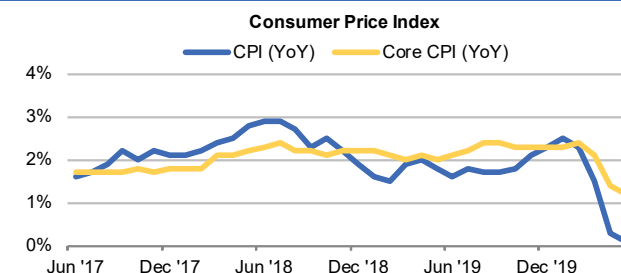
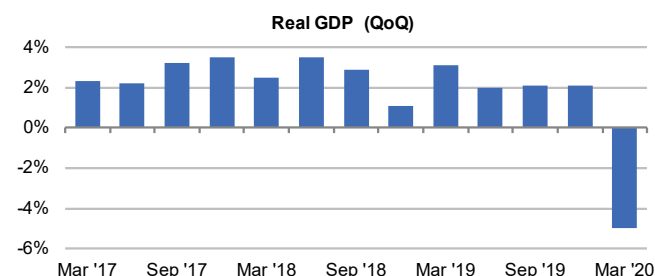
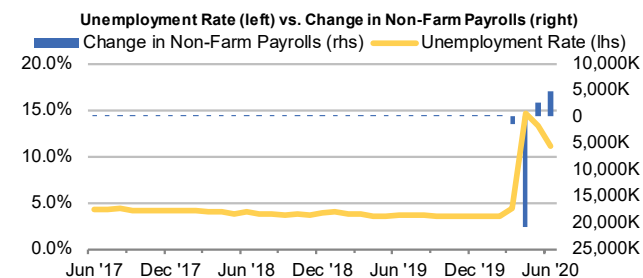
QUARTERLY MARKET SUMMARY

Economic Snapshot

Labor Market		Latest	Mar '20	Jun '19
Unemployment Rate	Jun '20	11.1%	4.4%	3.7%
Change In Non-Farm Payrolls	Jun '20	4,800,000	-1,373,000	182,000
Average Hourly Earnings (YoY)	Jun '20	5.0%	3.4%	3.4%
Personal Income (YoY)	May '20	7.0%	1.4%	4.6%
Initial Jobless Claims (week)	7/4/20	1,314,000	6,867,000	222,000

Growth		Latest	Mar '20	Jun '19
Real GDP (QoQ SAAR)	2020Q1	-5.0%	2.1% ¹	3.1% ²
GDP Personal Consumption (QoQ SAAR)	2020Q1	-6.8%	1.8% ¹	1.1% ²
Retail Sales (YoY)	May '20	-6.1%	-5.6%	3.6%
ISM Manufacturing Survey (month)	Jun '20	52.6	49.1	51.6
Existing Home Sales SAAR (month)	May '20	3.91 mil.	5.27 mil.	5.32 mil.

Inflation/Prices		Latest	Mar '20	Jun '19
Personal Consumption Expenditures (YoY)	May '20	0.5%	1.3%	1.4%
Consumer Price Index (YoY)	May '20	0.1%	1.5%	1.6%
Consumer Price Index Core (YoY)	May '20	1.2%	2.1%	2.1%
Crude Oil Futures (WTI, per barrel)	Jun 30	\$39.27	\$20.48	\$58.47
Gold Futures (oz.)	Jun 30	\$1,801	\$1,583	\$1,414



1. Data as of Fourth Quarter 2019.

2. Data as of First Quarter 2019.

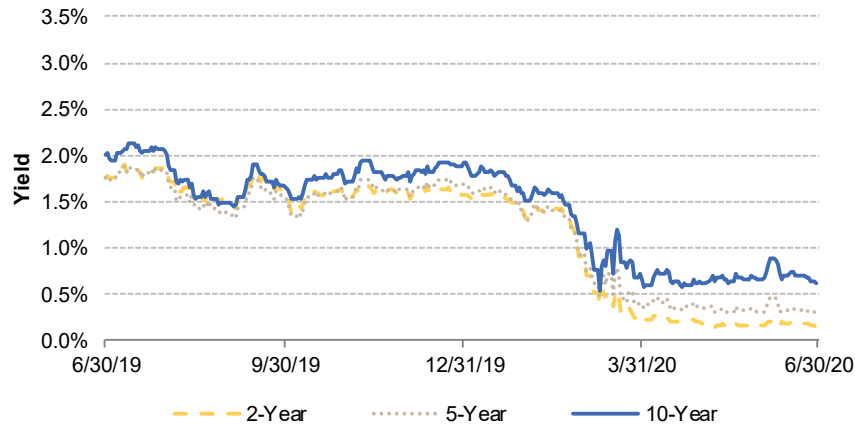
Note: YoY = year-over-year, QoQ = quarter-over-quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil.

Source: Bloomberg.

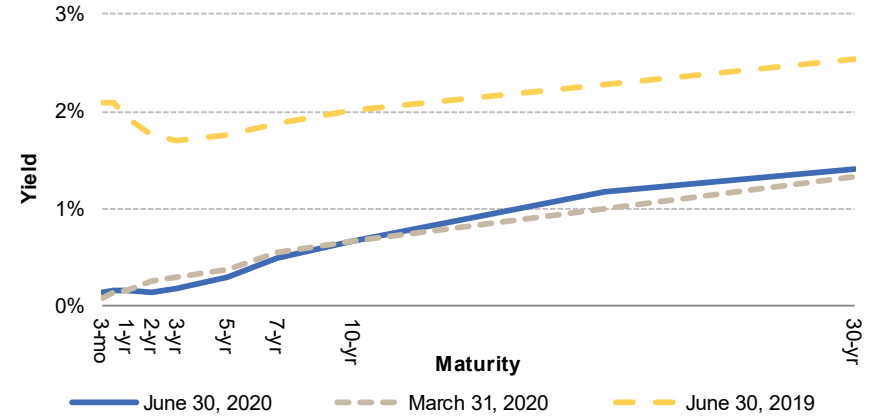
QUARTERLY MARKET SUMMARY

Interest Rate Overview

U.S. Treasury Note Yields



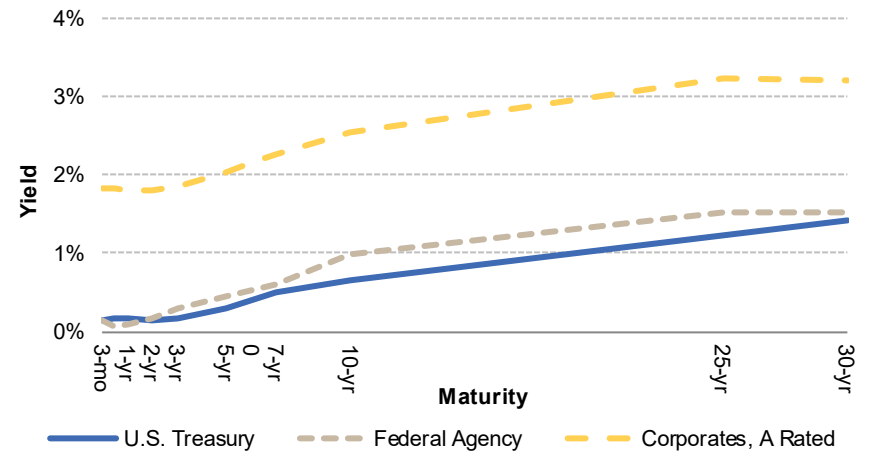
U.S. Treasury Yield Curve



U.S. Treasury Yields

Maturity	Jun '20	Mar '20	Change over Quarter	Jun '19	Change over Year
3-Month	0.14%	0.09%	0.05%	2.09%	(1.95%)
1-Year	0.15%	0.16%	(0.01%)	1.93%	(1.78%)
2-Year	0.15%	0.25%	(0.10%)	1.76%	(1.61%)
5-Year	0.29%	0.38%	(0.09%)	1.77%	(1.48%)
10-Year	0.66%	0.67%	(0.01%)	2.01%	(1.35%)
30-Year	1.41%	1.32%	0.09%	2.53%	(1.12%)

Yield Curves as of 06/30/2020



Source: Bloomberg.

QUARTERLY MARKET SUMMARY

Fixed Income Management

ICE BofAML Index Returns

June 30, 2020	As of 06/30/2020		Returns for Periods ended 06/30/2020		
	Duration	Yield	3 Month	1 Year	3 Years
1-3 Year Indices					
U.S. Treasury	1.89	0.17%	0.13%	4.07%	2.68%
Federal Agency	1.61	0.31%	0.37%	3.53%	2.55%
U.S. Corporates, A-AAA rated	1.90	0.71%	3.33%	4.80%	3.38%
Agency MBS (0 to 3 years)	2.38	1.53%	0.06%	5.73%	3.89%
Taxable Municipals	1.58	1.74%	2.03%	3.90%	3.46%
1-5 Year Indices					
U.S. Treasury	2.64	0.19%	0.29%	5.25%	3.23%
Federal Agency	2.09	0.38%	0.49%	4.14%	2.82%
U.S. Corporates, A-AAA rated	2.77	0.87%	4.34%	5.98%	4.00%
Agency MBS (0 to 5 years)	1.53	1.31%	0.59%	5.11%	3.40%
Taxable Municipals	2.36	1.59%	2.36%	4.34%	3.60%
Master Indices (Maturities 1 Year or Greater)					
U.S. Treasury	7.44	0.52%	0.20%	10.76%	5.72%
Federal Agency	4.03	0.63%	1.01%	6.98%	4.33%
U.S. Corporates, A-AAA rated	8.52	1.77%	7.12%	10.19%	6.37%
Agency MBS (0 to 30 years)	2.19	1.45%	0.81%	5.80%	4.05%
Taxable Municipals	11.77	2.68%	7.95%	11.42%	8.45%

Returns for periods greater than one year are annualized.

Source: ICE BofAML Indices.

QUARTERLY MARKET SUMMARY

Fixed Income Management

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Investment Strategy & Portfolio Review

Portfolio Recap

- Following the plunge in the U.S. Treasury yield curve during the first quarter, yields were relatively stable over the second quarter, leading to muted returns for Treasury indexes.
 - Yield spreads on all other asset classes retraced significantly from March's wide levels as unprecedented fiscal and monetary stimulus helped support the economy and financial markets.
 - In stark contrast to the first quarter, allocations to corporates and mortgage-backed securities (MBS) were strongly additive to performance in the second quarter.
- PFM's strategy for the second quarter encompassed the following:
 - We remained proactive in response to the market effects and uncertainty created by the pandemic. We continued to apply our strong credit process, reassessing every issuer for the short- and intermediate-term impact of the disrupted economy. As financial markets began to normalize during the second quarter, investment-grade issuers on PFM's approved issuer list were carefully vetted, with many issuers gradually reapproved.
 - The portfolio duration was maintained in line with the benchmark—a strategy consistent with high levels of market uncertainty as well as expectations that rates will remain low for a prolonged period. Our neutral duration strategy over the past 18 months has been an important element in sustaining performance as yields draw close to all-time lows.
 - Prior to the pandemic, portfolios were structured with increased liquidity and higher-than-normal allocations to U.S. Treasuries. As market conditions stabilized in the second quarter, we began to cautiously reallocate this excess liquidity into sectors and issuers that offered opportunities to safely enhance earnings.
 - Throughout much of the second quarter, yield spreads on federal agencies were wide and attractive, so we took this opportunity to add allocations back to the sector. As yields began to narrow back to pre-crisis lows, especially in maturities under three years, the portfolio benefited from incremental performance.
 - Both taxable and tax-exempt municipals generated positive excess returns for the quarter as the Fed implemented the Municipal Liquidity Facility to support issuance. This improved liquidity allayed investors' fears regarding public sector finances and triggered an increase in new supply, creating select opportunities to add high-quality issues to the portfolio where permitted.

Portfolio Recap

- Investment grade corporate bonds faced a multitude of uncertainties heading into the second quarter as economies were shut down and companies contended with growing concerns around revenue, profitability, liquidity, and sustainability. Aggressive Fed actions calmed the credit markets and restored liquidity, leading to a sharp tightening of the wide yield spreads from March. This allowed companies to bring a record amount of new issuance to market.
 - A key element to our strategy during the second quarter was to cautiously maintain overall exposure to the credit sector, emphasizing issuers with strong balance sheets and limited overseas exposure.
 - This strategy benefited the portfolio significantly as investment grade corporates significantly outperformed Treasuries during the second quarter and mostly offset the negative underperformance experienced in the first quarter.
- Agency MBS allocations modestly fell over the quarter, largely the result of a significant uptick in home refinancing activity as mortgage rates fell to all-time lows.
 - The Fed's unlimited Treasury and agency MBS purchase program brought some stabilization to mortgage markets, although spreads are still higher than pre-crisis levels. We remained selective of the MBS sector due to concerns over the stability and timing of future principal payments.
- Short-term credit (commercial paper) spreads completely reversed the brief, crisis-induced sell-off in March which suppressed the value of most money market instruments.

Sector Allocation & Compliance

- ◆ The portfolio is in compliance with the City's Investment Policy and the California Government Code.

Security Type	Market Value as of 6/30/20	% of Portfolio	% Change vs. 03/31/19	Permitted by Policy	In Compliance
U.S. Treasury	\$22,798,934	24.3%	-5.0%	100%	✓
Federal Agency	\$33,832,841	36.1%	5.4%	100%	✓
Agency CMOs	\$2,823,130	3.0%	-0.3%	100%	✓
Supranationals	\$2,723,514	2.9%	0.2%	30%	✓
Municipal Obligations	\$3,504,632	3.7%	0.5%	40%	✓
Certificates of Deposits	\$5,832,722	6.2%	-1.3%	30%	✓
Commercial Paper	\$0	-	-0.4%	25%	✓
Corporate Notes	\$22,286,617	23.8%	1.0%	30%	✓
Securities Sub-Total	\$93,802,390	100.0%			
Accrued Interest	\$428,334				
Total Investments	\$94,230,723	100.0%			

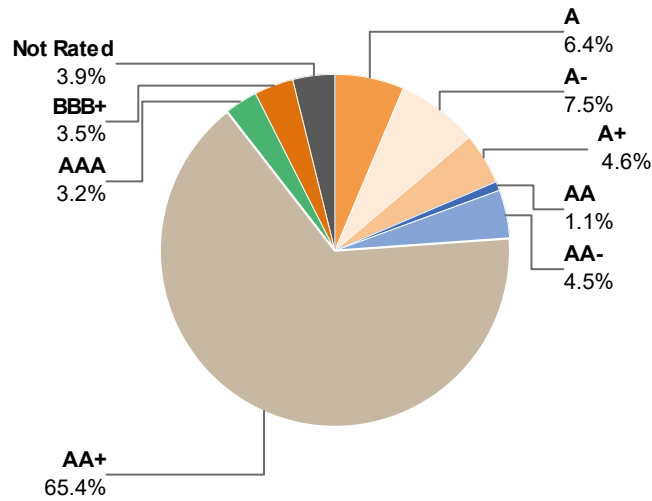
Market values, excluding accrued interest, only for the PFM managed portfolio. Detail may not add to total due to rounding. Current investment policy as of May 2019.

Portfolio Statistics

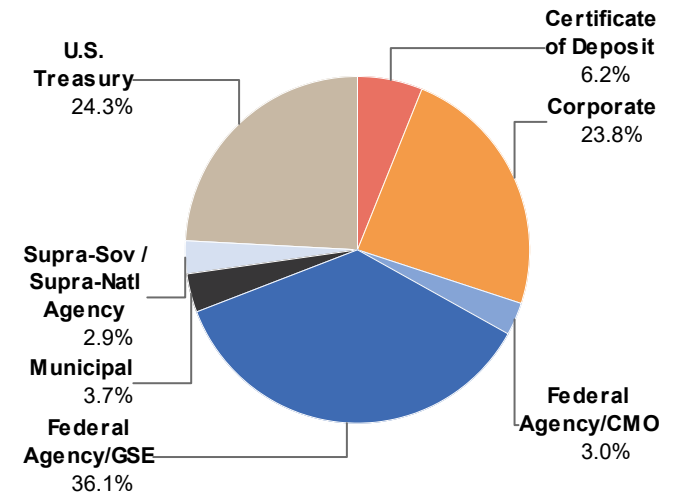
As of June 30, 2020

Par Value:	\$89,974,509
Total Market Value:	\$94,637,305
Security Market Value:	\$93,802,390
Accrued Interest:	\$428,334
Cash:	\$406,582
Amortized Cost:	\$90,960,794
Yield at Market:	0.45%
Yield at Cost:	1.70%
Effective Duration:	2.62 Years
Average Maturity:	2.73 Years
Average Credit: *	AA

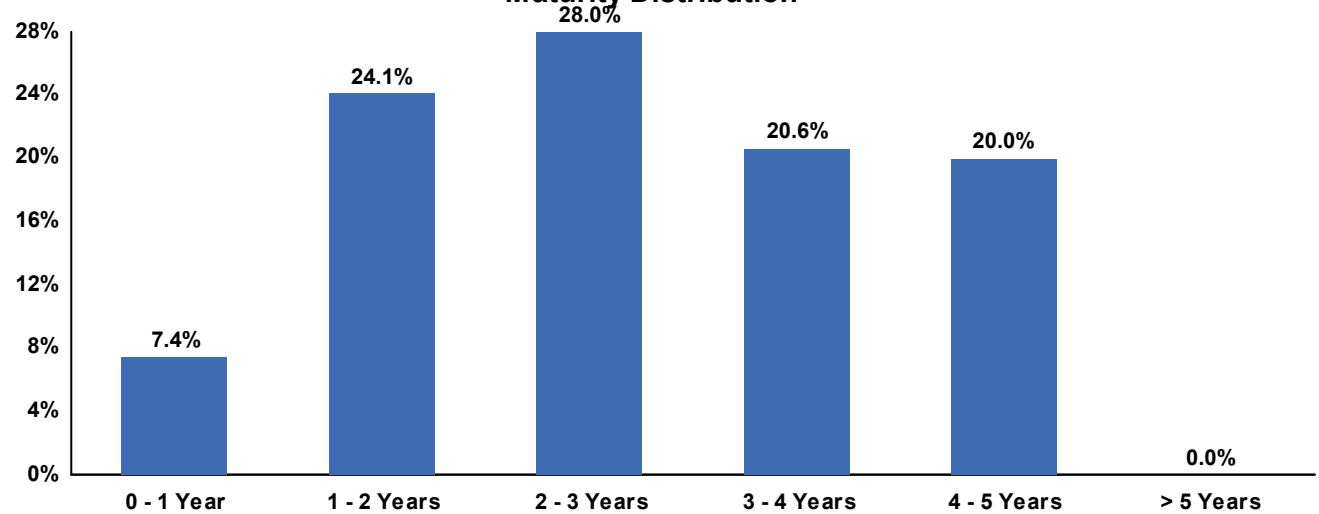
Credit Quality (S&P Ratings)**



Sector Allocation



Maturity Distribution

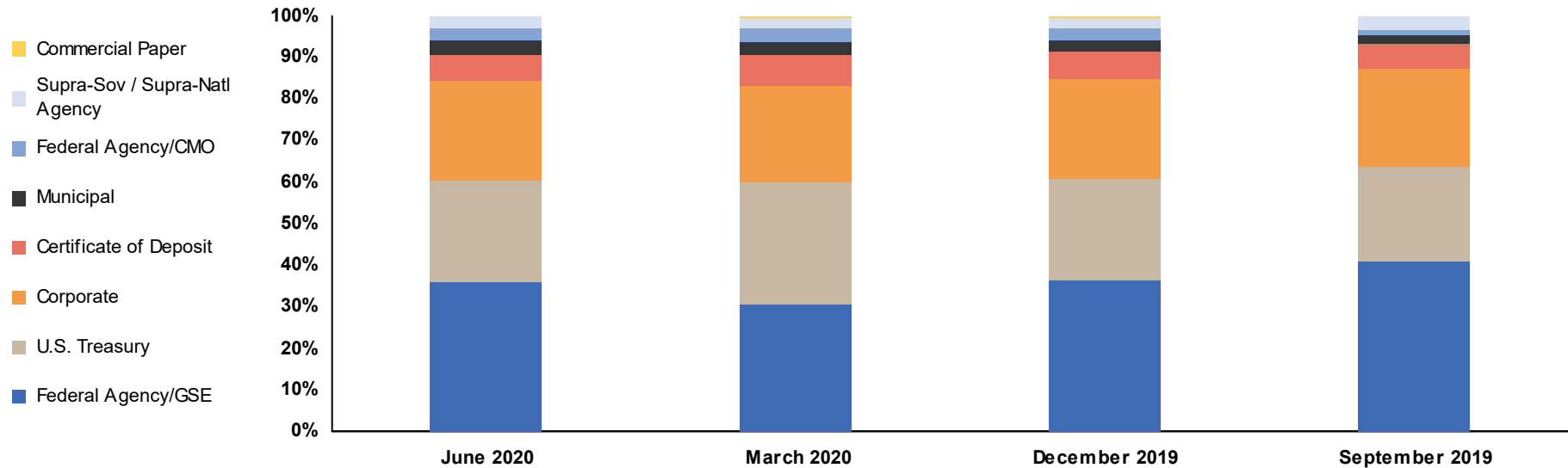


* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

**Securities held in the City's portfolio are in compliance with California Government Code and the City's investment policy dated May 2019.

Sector Allocation

Sector	June 30, 2020		March 31, 2020		December 31, 2019		September 30, 2019	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
Federal Agency/GSE	33.8	36.1%	26.4	30.7%	30.8	36.3%	35.2	40.9%
U.S. Treasury	22.8	24.3%	25.3	29.3%	20.6	24.3%	19.2	22.4%
Corporate	22.3	23.8%	19.6	22.8%	20.2	23.8%	20.5	23.8%
Certificate of Deposit	5.8	6.2%	6.5	7.5%	5.6	6.6%	5.2	6.1%
Municipal	3.5	3.7%	2.8	3.3%	2.8	3.3%	1.6	1.9%
Federal Agency/CMO	2.8	3.0%	2.8	3.3%	2.2	2.6%	1.2	1.5%
Supra-Sov / Supra-Natl Agency	2.7	2.9%	2.3	2.7%	2.3	2.7%	2.9	3.4%
Commercial Paper	0.0	0.0%	0.4	0.4%	0.4	0.4%	0.0	0.0%
Total	\$93.8	100.0%	\$86.1	100.0%	\$84.8	100.0%	\$85.8	100.0%

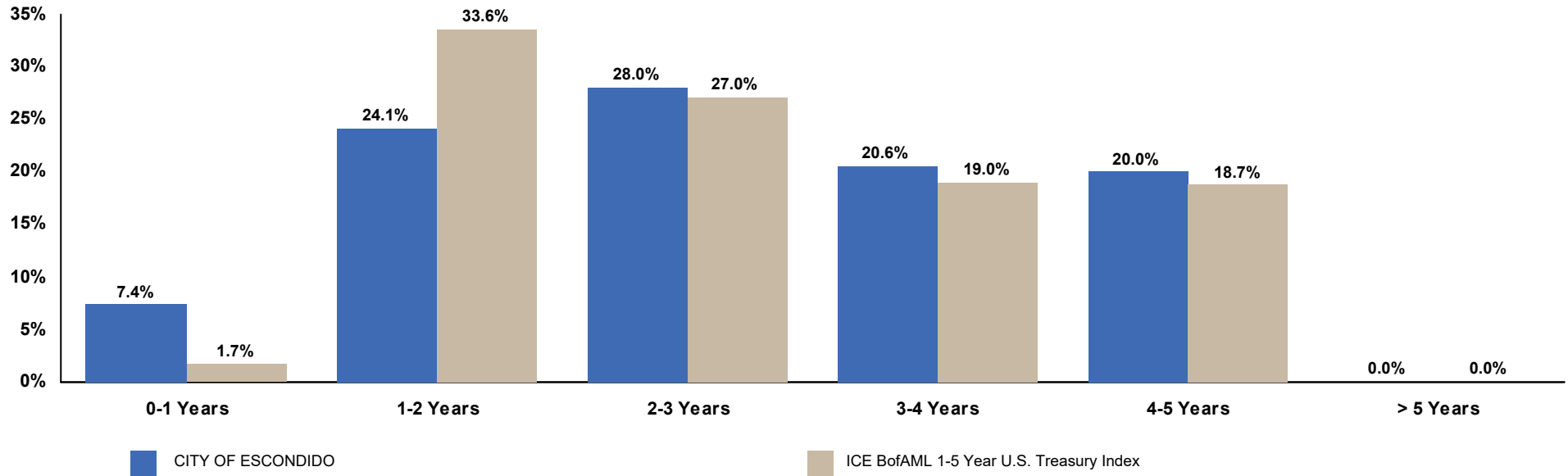


Detail may not add to total due to rounding.

Maturity Distribution

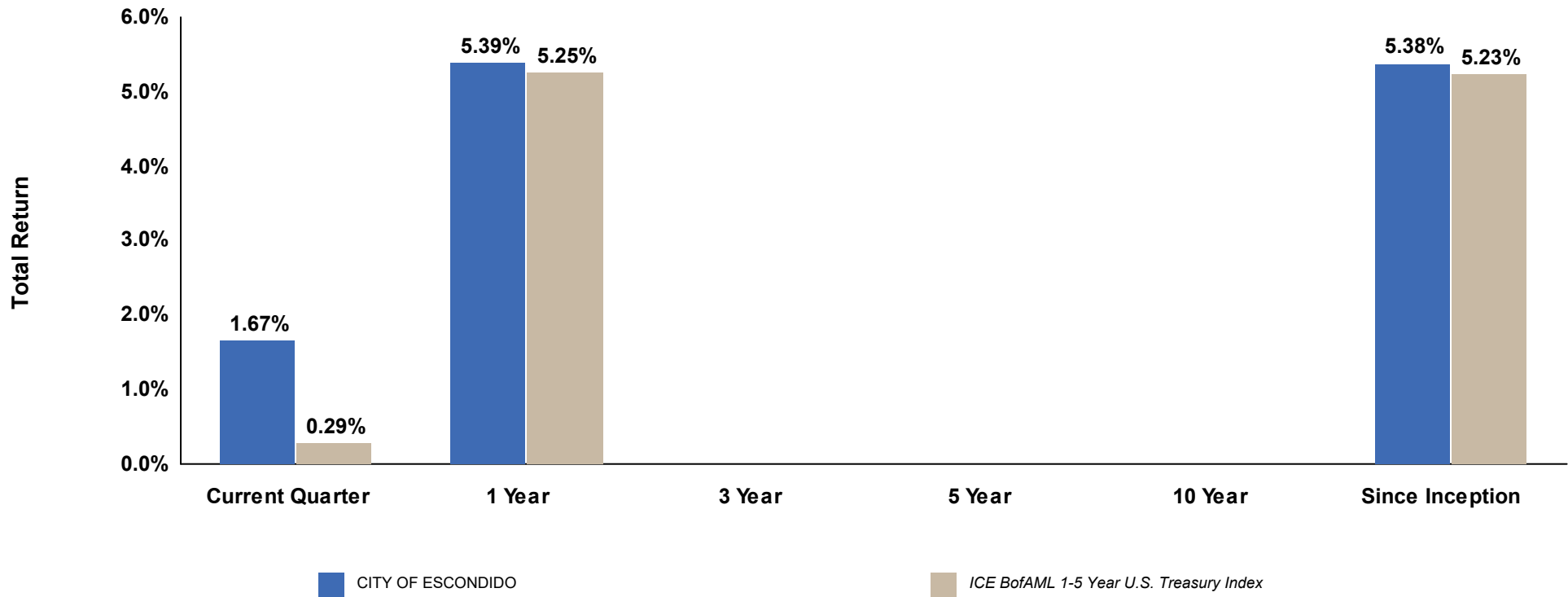
As of June 30, 2020

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF ESCONDIDO	0.45%	2.73 yrs	7.4%	24.1%	28.0%	20.6%	20.0%	0.0%
ICE BofAML 1-5 Year U.S. Treasury Index	0.19%	2.73 yrs	1.7%	33.6%	27.0%	19.0%	18.7%	0.0%



Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Current Quarter	1 Year	Annualized Return			
				3 Year	5 Year	10 Year	Since Inception (06/30/19)
CITY OF ESCONDIDO	2.62	1.67%	5.39%	-	-	-	5.38%
ICE BofAML 1-5 Year U.S. Treasury Index	2.58	0.29%	5.25%	-	-	-	5.23%
Difference		1.38%	0.14%	-	-	-	0.15%



Portfolio performance is gross of fees unless otherwise indicated.

Portfolio Earnings*Quarter-Ended June 30, 2020*

	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (03/31/2020)	\$86,149,153.57	\$84,109,084.54
Net Purchases/Sales	\$6,610,612.98	\$6,610,612.98
Change in Value	\$1,042,623.00	\$241,096.42
Ending Value (06/30/2020)	\$93,802,389.55	\$90,960,793.94
Interest Earned	\$463,205.96	\$463,205.96
Portfolio Earnings	\$1,505,828.96	\$704,302.38

Investment Strategy Outlook

- ◆ A cloud of uncertainty hangs over the U.S. and global economies entering the second half of 2020. Economic data has rebounded significantly from the April lows but remains well below pre-pandemic levels.
 - To recapture previous economic highs, it will be important that COVID-19 hotspots are contained so that public confidence can be restored. Considering these uncertainties, we plan on structuring portfolios to have neutral durations to their respective benchmarks.
- ◆ Our outlook for major investment grade sectors includes the following:
 - We plan to focus the majority of new federal agency purchases in maturities beyond three years as yield spreads on shorter maturities are now back near pre-pandemic levels. Some callable agencies also appear to have value given low yields and narrowing yield spreads.
 - Supranationals look expensive along most of the curve, although some shorter maturity issues offer decent yield pick-ups relative to agencies. New issues remain the preferred outlet for new allocations.
 - The investment grade corporate market should continue to benefit from Fed support moving into the third quarter. Yield spreads for shorter corporates are back to near pre-crisis levels, but the credit curve is relatively steep. As a result, longer maturity corporates appear attractive, as the “roll down” effect in the credit curve is back in play. We will continue our enhanced due diligence to track the progress of individual issuers as they navigate the recovery phase of the coronavirus pandemic.
 - The agency MBS sector continues to benefit from the Fed’s large-scale purchase program, which the central bank has signaled will continue in the coming months. However, near-term prepayment risk remains elevated in the low rate environment as refinancings remain robust. Allocations to the sector will likely be maintained, with additions focused on structures that mitigate prepayment risk.
 - While tax-exempt municipal spreads have narrowed to historical levels and are no longer attractive, taxable municipals appear to be one of the more attractive investment-grade sectors available for purchase. Value remains, and supply is expected to pick up over the coming months. As a result, we expect to add to the sector through participation in new issues.

Issuer Distribution

Issuer Distribution

As of June 30, 2020

Issuer	Market Value (\$)	% of Portfolio
UNITED STATES TREASURY	22,798,934	24.3%
FANNIE MAE	13,672,805	14.6%
FREDDIE MAC	11,369,451	12.1%
FEDERAL HOME LOAN BANKS	7,547,438	8.1%
FEDERAL FARM CREDIT BANKS	4,066,278	4.3%
INTER-AMERICAN DEVELOPMENT BANK	1,811,135	1.9%
BLACKROCK INC	1,563,348	1.7%
BANK OF AMERICA CO	1,541,294	1.6%
THE BANK OF NEW YORK MELLON CORPORATION	1,523,257	1.6%
TOYOTA MOTOR CORP	1,140,252	1.2%
GOLDMAN SACHS GROUP INC	1,065,451	1.1%
SKANDINAVISKA ENSKILDA BANKEN AB	1,030,583	1.1%
NORDEA BANK AB	1,030,369	1.1%
APPLE INC	985,008	1.1%
AMAZON.COM INC	924,575	1.0%
INTL BANK OF RECONSTRUCTION AND DEV	912,379	1.0%
ABBOTT LABORATORIES	898,380	1.0%
US BANCORP	897,824	1.0%

Top 5 = 63.4%

Top 10 = 71.4%

Issuer	Market Value (\$)	% of Portfolio
CHARLES SCHWAB	892,133	1.0%
DEERE & COMPANY	883,948	0.9%
TRUIST FIN CORP	875,829	0.9%
THE WALT DISNEY CORPORATION	874,960	0.9%
VENTURA CNTY CA CMNTY CLG DIST	871,853	0.9%
AMERICAN EXPRESS CO	870,529	0.9%
CATERPILLAR INC	869,846	0.9%
AMERICAN HONDA FINANCE	868,122	0.9%
SOCIETE GENERALE	850,247	0.9%
CITIGROUP INC	828,966	0.9%
MORGAN STANLEY	823,003	0.9%
CITY & COUNTY OF SAN FRANCISCO, CA	755,754	0.8%
COMCAST CORP	704,255	0.8%
UNITEDHEALTH GROUP INC	678,785	0.7%
DNB ASA	659,270	0.7%
TAMALPAIS CA UNION HIGH SCH DIST	639,969	0.7%
CHEVRON CORPORATION	639,088	0.7%
JP MORGAN CHASE & CO	635,210	0.7%
PNC FINANCIAL SERVICES GROUP	635,122	0.7%
STATE OF CONNECTICUT	615,436	0.7%
LONG BEACH CA	362,464	0.4%

Issuer	Market Value (\$)	% of Portfolio
PACCAR FINANCIAL CORP	360,252	0.4%
ORACLE CORP	261,331	0.3%
SAN DIEGO CA CMNTY CLG DIST	259,156	0.3%
FOCUS BANK	255,283	0.3%
BENEFICIAL BANK	254,626	0.3%
CAPITAL ONE FINANCIAL CORP	254,400	0.3%
ALLIANCE DATA SYSTEMS CORP	250,328	0.3%
UNITY BANK	250,253	0.3%
MEDALLION BANK UTAH	249,431	0.3%
SYNCHRONY BANK	247,255	0.3%
FIRST BANK OF RICHMOND	246,310	0.3%
PEPSICO INC	201,808	0.2%
ADOBE INC	98,408	0.1%
Grand Total:	93,802,390	100.0%

Portfolio Transactions

Quarterly Portfolio Transactions

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
BUY	4/1/20	4/3/20	1,500,000.00	3135G0U43	FANNIE MAE NOTES	2.87%	9/12/23	(1,627,855.63)	0.43%	
BUY	4/1/20	4/3/20	1,350,000.00	3135G0W66	FANNIE MAE NOTES	1.62%	10/15/24	(1,425,691.69)	0.54%	
SELL	4/1/20	4/3/20	230,000.00	912828R77	US TREASURY NOTES	1.37%	5/31/21	234,314.47		4,467.54
SELL	4/1/20	4/3/20	120,000.00	3134G3D64	FREDDIE MAC NOTES	1.55%	8/21/20	120,695.80		403.22
SELL	4/1/20	4/3/20	470,000.00	9128284P2	US TREASURY NOTES	2.62%	5/15/21	487,670.19		9,274.43
SELL	4/1/20	4/3/20	500,000.00	313382K69	FHLB NOTES	1.75%	3/12/21	507,410.42		5,772.72
SELL	4/1/20	4/3/20	1,400,000.00	9128282S8	US TREASURY NOTES	1.62%	8/31/22	1,447,055.03		46,948.19
SELL	4/1/20	4/3/20	250,000.00	912828R77	US TREASURY NOTES	1.37%	5/31/21	254,689.63		4,851.89
INTEREST	4/1/20	4/25/20	247,633.56	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	431.71		
INTEREST	4/1/20	4/25/20	650,000.00	3136AJB54	FANNIEMAE-ACES	3.34%	3/1/24	2,176.88		
INTEREST	4/1/20	4/25/20	320,735.72	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	609.40		
INTEREST	4/1/20	4/25/20	665,000.00	3137BGK24	FHMS K043 A2	3.06%	12/25/24	1,696.86		
INTEREST	4/1/20	4/25/20	845,000.00	3137BHXY8	FHLMC MULTIFAMILY STRUCTURED P	2.79%	1/1/22	1,965.33		
PAYDOWNS	4/1/20	4/25/20	396.22	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	396.22		0.00
PAYDOWNS	4/1/20	4/25/20	640.64	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	640.64		0.00
PAYDOWNS	4/1/20	4/25/20	17,710.49	3136AJB54	FANNIEMAE-ACES	3.34%	3/1/24	17,710.49		0.00
SELL	4/3/20	4/6/20	5,000.00	9128287A2	US TREASURY N/B	1.62%	6/30/21	5,109.93		77.10
INTEREST	4/5/20	4/5/20	1,310,000.00	3135G0T78	FANNIE MAE AGENCY NOTES	2.00%	10/5/22	13,100.00		
BUY	4/6/20	4/6/20	360,000.00	912828Z86	UNITED STATES TREASURY NOTES	1.37%	2/15/23	(371,507.60)	0.32%	
MATURITY	4/6/20	4/6/20	375,000.00	62479LD69	MUFG BANK LTD/NY COMM PAPER	0.00%	4/6/20	375,000.00		0.00

CITY OF ESCONDIDO

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	4/13/20	4/13/20	249,000.00	20033AND4	COMENITY CAPITAL BANK LT CD	2.00%	10/13/20	422.96		
INTEREST	4/14/20	4/14/20	2,000,000.00	3133EGYQ2	FEDERAL FARM CREDIT BANKS NOTES	1.40%	10/14/21	14,000.00		
BUY	4/14/20	4/15/20	1,200,000.00	9128286R6	US TREASURY N/B	2.25%	4/30/24	(1,303,934.24)	0.35%	
BUY	4/14/20	4/15/20	1,900,000.00	3130AJ7E3	FEDERAL HOME LOAN BANKS NOTES	1.37%	2/17/23	(1,955,275.75)	0.42%	
BUY	4/14/20	4/15/20	800,000.00	3135G0W66	FANNIE MAE NOTES	1.62%	10/15/24	(835,568.00)	0.62%	
BUY	4/14/20	4/15/20	1,000,000.00	912828T91	US TREASURY NOTES	1.62%	10/31/23	(1,053,900.67)	0.31%	
BUY	4/14/20	4/16/20	1,785,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	(1,854,651.12)	0.22%	
INTEREST	4/15/20	4/15/20	250,000.00	68389XAP0	ORACLE CORP NOTES	2.50%	10/15/22	3,125.00		
INTEREST	4/15/20	4/15/20	1,350,000.00	3135G0W66	FANNIE MAE NOTES	1.62%	10/15/24	10,785.94		
INTEREST	4/15/20	4/15/20	240,000.00	9128285F3	UNITED STATES TREASURY NOTES	2.87%	10/15/21	3,450.00		
INTEREST	4/15/20	4/15/20	625,000.00	9128286M7	UNITED STATES TREASURY NOTES	2.25%	4/15/22	7,031.25		
BUY	4/15/20	4/16/20	400,000.00	3130AJHU6	FEDERAL HOME LOAN BANK NOTES	0.50%	4/14/25	(398,016.00)	0.60%	
SELL	4/15/20	4/16/20	400,000.00	9128283V0	UNITED STATES TREASURY NOTES	2.50%	1/31/25	443,384.79		20,289.33
BUY	4/17/20	4/20/20	800,000.00	3137EAEQ8	FREDDIE MAC NOTES	0.37%	4/20/23	(798,000.00)	0.46%	
BUY	4/17/20	4/24/20	400,000.00	4581X0DM7	INTER-AMERICAN DEVEL BK CORPORATE NOTES	0.50%	5/24/23	(399,864.00)	0.51%	
INTEREST	4/18/20	4/18/20	1,090,000.00	89236TDK8	TOYOTA MOTOR CREDIT CORP CORP NOTES	2.25%	10/18/23	12,262.50		
INTEREST	4/18/20	4/18/20	245,000.00	08173QBX3	BENEFICIAL BANK CD	2.15%	10/18/22	2,640.97		
INTEREST	4/19/20	4/19/20	245,000.00	319267GK0	FIRST BANK OF RICHMOND CD	1.90%	10/19/20	2,333.88		
SELL	4/20/20	4/20/20	800,000.00	3135G0K69	FNMA BENCHMARK NOTE	1.25%	5/6/21	812,363.56		9,850.98
SELL	4/20/20	4/24/20	400,000.00	9128283V0	UNITED STATES TREASURY NOTES	2.50%	1/31/25	442,901.44		19,682.17
BUY	4/22/20	4/24/20	435,000.00	3135G03U5	FANNIE MAE NOTES	0.62%	4/22/25	(434,103.90)	0.67%	
SELL	4/23/20	4/24/20	400,000.00	3130A7CV5	FHLB NOTES	1.37%	2/18/21	404,696.33		3,386.59

CITY OF ESCONDIDO

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	4/25/20	4/25/20	800,000.00	172967LG4	CITIGROUP INC CORP (CALLABLE) NOTES	2.75%	4/25/22	11,000.00		
INTEREST	4/26/20	4/26/20	800,000.00	38141GWC4	GOLDMAN SACHS GROUP INC (CALLABLE) NOTE	3.00%	4/26/22	12,000.00		
INTEREST	4/28/20	4/28/20	1,410,000.00	06406RAG2	BANK OF NY MELLON CORP NOTES	3.50%	4/28/23	24,675.00		
INTEREST	4/28/20	4/28/20	245,000.00	58403B6Y7	MEDALLION BANK UTAH CD	2.05%	6/28/21	426.57		
INTEREST	4/29/20	4/29/20	745,000.00	61746BDQ6	MORGAN STANLEY CORP NOTES	3.87%	4/29/24	14,434.38		
BUY	4/29/20	5/1/20	200,000.00	713448EY0	PEPSICO INC CORPORATE NOTES	0.75%	5/1/23	(199,604.00)	0.82%	
SELL	4/29/20	5/1/20	200,000.00	3137EAEC9	FHLMC REFERNCE NOTE	1.12%	8/12/21	202,759.75		2,733.43
INTEREST	4/30/20	4/30/20	1,000,000.00	912828T91	US TREASURY NOTES	1.62%	10/31/23	8,125.00		
INTEREST	4/30/20	4/30/20	250,000.00	912828R28	US TREASURY N/B NOTES	1.62%	4/30/23	2,031.25		
INTEREST	4/30/20	4/30/20	249,000.00	91330ABC0	UNITY BANK CD	1.65%	10/30/20	348.94		
INTEREST	4/30/20	4/30/20	250,000.00	9128283C2	US TREASURY N/B NOTES	2.00%	10/31/22	2,500.00		
INTEREST	4/30/20	4/30/20	1,655,000.00	912828X70	US TREASURY N/B NOTES	2.00%	4/30/24	16,550.00		
INTEREST	4/30/20	4/30/20	1,000,000.00	9128284L1	US TREASURY N/B	2.75%	4/30/23	13,750.00		
INTEREST	4/30/20	4/30/20	425,000.00	912828X47	US TREASURY NOTES	1.87%	4/30/22	3,984.38		
INTEREST	4/30/20	4/30/20	1,200,000.00	9128286R6	US TREASURY N/B	2.25%	4/30/24	13,500.00		
INTEREST	5/1/20	5/1/20	600,000.00	693475AY1	PNC BANK NA CORP NOTES	2.20%	11/1/24	6,600.00		
INTEREST	5/1/20	5/25/20	845,000.00	3137BHXY8	FHLMC MULTIFAMILY STRUCTURED P	2.79%	1/1/22	1,965.33		
INTEREST	5/1/20	5/25/20	665,000.00	3137BGK24	FHMS K043 A2	3.06%	12/25/24	1,696.86		
INTEREST	5/1/20	5/25/20	247,237.34	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	564.26		
INTEREST	5/1/20	5/25/20	632,289.51	3136AJB54	FANNIEMAE-ACES	3.34%	3/1/24	1,763.03		
INTEREST	5/1/20	5/25/20	320,095.09	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	782.53		
PAYDOWNS	5/1/20	5/25/20	15,673.16	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	15,673.16		0.00

CITY OF ESCONDIDO

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	5/1/20	5/25/20	1,156.71	3136AJB54	FANNIEMAE-ACES	3.34%	3/1/24	1,156.71		0.00
PAYDOWNS	5/1/20	5/25/20	5,707.26	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	5,707.26		0.00
BUY	5/5/20	5/7/20	800,000.00	3137EAER6	FREDDIE MAC NOTES	0.37%	5/5/23	(799,664.00)	0.39%	
SELL	5/5/20	5/7/20	245,000.00	9128284L1	US TREASURY N/B	2.75%	4/30/23	263,302.18		11,992.28
SELL	5/5/20	5/7/20	360,000.00	912828Z86	UNITED STATES TREASURY NOTES	1.37%	2/15/23	372,477.61		869.24
SELL	5/5/20	5/7/20	195,000.00	9128284D9	US TREASURY NOTES	2.50%	3/31/23	208,190.68		7,641.09
INTEREST	5/6/20	5/6/20	200,000.00	3135G0K69	FNMA BENCHMARK NOTE	1.25%	5/6/21	1,250.00		
BUY	5/7/20	5/11/20	200,000.00	166764BV1	CHEVRON CORP CORPORATE NOTES	1.14%	5/11/23	(200,000.00)	1.14%	
BUY	5/7/20	5/11/20	635,000.00	20030NCR0	COMCAST CORP CORPORATE NOTES	3.70%	4/15/24	(697,320.31)	1.20%	
SELL	5/7/20	5/11/20	650,000.00	912828Y61	US TREASURY NOTES	2.75%	7/31/23	707,823.10		24,533.54
SELL	5/8/20	5/11/20	200,000.00	912828S35	US TREASURY NOTES	1.37%	6/30/23	208,286.31		12,657.43
INTEREST	5/13/20	5/13/20	249,000.00	20033AND4	COMENITY CAPITAL BANK LT CD	2.00%	10/13/20	409.32		
BUY	5/13/20	5/15/20	425,000.00	166764BW9	CHEVRON CORP (CALLABLE) NOTES	1.55%	5/11/25	(427,181.38)	1.45%	
SELL	5/13/20	5/15/20	300,000.00	912828U57	US TREASURY NOTES	2.12%	11/30/23	322,983.03		16,960.68
SELL	5/13/20	5/15/20	125,000.00	912828Y61	US TREASURY NOTES	2.75%	7/31/23	136,138.07		4,716.99
BUY	5/20/20	5/22/20	1,250,000.00	3135G04Q3	FANNIE MAE NOTES	0.25%	5/22/23	(1,246,237.50)	0.35%	
SELL	5/20/20	5/22/20	655,000.00	9128284L1	US TREASURY N/B	2.75%	4/30/23	704,690.11		32,314.45
SELL	5/20/20	5/22/20	345,000.00	912828R69	US TREASURY N/B NOTES	1.62%	5/31/23	362,287.34		21,822.45
SELL	5/20/20	5/22/20	250,000.00	912828R28	US TREASURY N/B NOTES	1.62%	4/30/23	260,594.43		11,806.08
INTEREST	5/24/20	5/24/20	245,000.00	34415LAP6	FOCUS BANK CD	2.20%	11/24/22	2,687.62		
INTEREST	5/24/20	5/24/20	400,000.00	4581X0DM7	INTER-AMERICAN DEVEL BK CORPORATE NOTES	0.50%	5/24/23	166.67		
INTEREST	5/24/20	5/24/20	790,000.00	14912L5X5	CATERPILLAR FINANCIAL SERVICES CORP NOTE	3.75%	11/24/23	14,812.50		

CITY OF ESCONDIDO

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	5/28/20	5/28/20	245,000.00	58403B6Y7	MEDALLION BANK UTAH CD	2.05%	6/28/21	412.81		
INTEREST	5/29/20	5/29/20	2,000,000.00	3130AABG2	FHLB NOTES	1.87%	11/29/21	18,750.00		
BUY	5/29/20	6/11/20	150,000.00	20772KJW0	CT ST TXBL GO BONDS	1.99%	7/1/24	(150,000.00)	2.00%	
INTEREST	5/30/20	5/30/20	825,000.00	002824BE9	ABBOTT LABORATORIES CORP NOTES	3.40%	11/30/23	14,025.00		
INTEREST	5/30/20	5/30/20	249,000.00	91330ABC0	UNITY BANK CD	1.65%	10/30/20	337.68		
INTEREST	5/31/20	5/31/20	1,480,000.00	9128283J7	US TREASURY N/B	2.12%	11/30/24	15,725.00		
INTEREST	5/31/20	5/31/20	1,785,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	15,618.75		
INTEREST	6/1/20	6/1/20	245,000.00	1404203C2	CAPITAL ONE BANK USA NA CD	2.40%	6/1/22	2,948.05		
BUY	6/1/20	6/8/20	360,000.00	69371RQ82	PACCAR FINANCIAL CORP CORPORATE NOTES	0.80%	6/8/23	(359,499.60)	0.85%	
SELL	6/1/20	6/8/20	310,000.00	31331S4M2	FEDERAL FARM CREDIT BANKS NOTES	4.81%	9/1/20	317,244.79		605.07
SELL	6/1/20	6/8/20	20,000.00	912828Y61	US TREASURY NOTES	2.75%	7/31/23	21,787.89		742.04
INTEREST	6/1/20	6/25/20	304,421.93	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	696.71		
INTEREST	6/1/20	6/25/20	665,000.00	3137BGK24	FHMS K043 A2	3.06%	12/25/24	1,696.86		
INTEREST	6/1/20	6/25/20	845,000.00	3137BHXY8	FHLMC MULTIFAMILY STRUCTURED P	2.79%	1/1/22	1,965.33		
INTEREST	6/1/20	6/25/20	631,132.80	3136AJB54	FANNIEMAE-ACES	3.34%	3/1/24	1,759.81		
INTEREST	6/1/20	6/25/20	241,530.08	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	421.07		
PAYDOWNS	6/1/20	6/25/20	11,104.99	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	11,104.99		0.00
PAYDOWNS	6/1/20	6/25/20	1,075.03	3136AJB54	FANNIEMAE-ACES	3.34%	3/1/24	1,075.03		0.00
PAYDOWNS	6/1/20	6/25/20	395.44	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	395.44		0.00
INTEREST	6/2/20	6/2/20	635,000.00	23341VZT1	DNB BANK ASA/NY LT CD	2.04%	12/2/22	6,441.02		
MATURITY	6/2/20	6/2/20	245,000.00	92937CFS2	WEX BK MIDVALE UTAH CD	1.80%	6/2/20	247,211.04		0.00
BUY	6/2/20	6/4/20	1,000,000.00	3135G03U5	FANNIE MAE NOTES	0.62%	4/22/25	(1,006,254.44)	0.51%	

CITY OF ESCONDIDO

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
SELL	6/2/20	6/4/20	740,000.00	3130A7CV5	FHLB NOTES	1.37%	2/18/21	749,115.77		5,638.40
INTEREST	6/6/20	6/6/20	800,000.00	05531FBF9	BB&T CORPORATION	3.75%	12/6/23	15,000.00		
MATURITY	6/8/20	6/8/20	245,000.00	58740XZJ2	MERCANTILE BK MICH GRAND RAPIDS CD	1.80%	6/8/20	247,223.12		0.00
INTEREST	6/11/20	6/11/20	1,150,000.00	313379RB7	FHLB NOTES	1.87%	6/11/21	10,781.25		
BUY	6/12/20	6/16/20	1,000,000.00	3134GVR67	FREDDIE MAC NOTES	0.50%	6/16/23	(1,000,000.00)	0.50%	
SELL	6/12/20	6/16/20	1,000,000.00	3137EAEC9	FHLMC REFERNCE NOTE	1.12%	8/12/21	1,014,175.00		12,407.45
BUY	6/12/20	6/25/20	400,000.00	20772KKL2	CT ST T/E GO BONDS	4.00%	6/1/25	(458,868.00)	0.94%	
INTEREST	6/13/20	6/13/20	249,000.00	20033AND4	COMENITY CAPITAL BANK LT CD	2.00%	10/13/20	422.96		
INTEREST	6/21/20	6/21/20	245,000.00	38148PKX4	GOLDMAN SACHS GROUP INC CD	2.35%	6/21/22	2,886.64		
MATURITY	6/22/20	6/22/20	245,000.00	02006L3N1	ALLY BANK CD	1.90%	6/22/20	247,333.88		0.00
SELL	6/22/20	6/25/20	155,000.00	912828X70	US TREASURY N/B NOTES	2.00%	4/30/24	165,746.54		9,880.57
BUY	6/24/20	6/26/20	1,125,000.00	3137EAES4	FREDDIE MAC NOTES	0.25%	6/26/23	(1,121,715.00)	0.35%	
SELL	6/25/20	6/26/20	1,150,000.00	313379RB7	FHLB NOTES	1.87%	6/11/21	1,169,413.44		12,938.17
INTEREST	6/27/20	6/27/20	845,000.00	02665WCY5	AMERICAN HONDA FINANCE	2.20%	6/27/22	9,295.00		
INTEREST	6/28/20	6/28/20	245,000.00	58403B6Y7	MEDALLION BANK UTAH CD	2.05%	6/28/21	426.57		
INTEREST	6/30/20	6/30/20	5,230,000.00	9128287A2	US TREASURY N/B	1.62%	6/30/21	42,493.75		
INTEREST	6/30/20	6/30/20	1,500,000.00	912828XX3	US TREASURY N/B NOTES	2.00%	6/30/24	15,000.00		
INTEREST	6/30/20	6/30/20	775,000.00	912828S35	US TREASURY NOTES	1.37%	6/30/23	5,328.13		
INTEREST	6/30/20	6/30/20	249,000.00	91330ABC0	UNITY BANK CD	1.65%	10/30/20	348.94		
TOTALS								(6,191,939.57)		315,263.52

Portfolio Holdings

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 06/30/2019 1.625% 06/30/2021	9128287A2	125,000.00	AA+	Aaa	2/4/2020	2/5/2020	125,249.02	1.48	5.52	125,177.38	126,796.87
US TREASURY N/B DTD 06/30/2019 1.625% 06/30/2021	9128287A2	5,105,000.00	AA+	Aaa	2/3/2020	2/5/2020	5,117,961.91	1.44	225.42	5,114,233.14	5,178,384.38
UNITED STATES TREASURY NOTES DTD 08/31/2019 1.500% 08/31/2021	912828YC8	270,000.00	AA+	Aaa	1/16/2020	1/21/2020	269,588.67	1.60	1,353.67	269,702.00	274,176.58
US TREASURY NOTES DTD 09/30/2016 1.125% 09/30/2021	912828T34	955,000.00	AA+	Aaa	8/26/2019	8/28/2019	946,979.49	1.53	2,700.61	950,212.89	966,191.45
UNITED STATES TREASURY NOTES DTD 10/15/2018 2.875% 10/15/2021	9128285F3	240,000.00	AA+	Aaa	8/8/2019	8/13/2019	246,346.88	1.63	1,451.64	243,764.96	248,325.00
US TREASURY NOTES DTD 03/31/2015 1.750% 03/31/2022	912828J76	245,000.00	AA+	Aaa	6/18/2019	6/20/2019	244,846.88	1.77	1,077.73	244,903.75	251,737.50
UNITED STATES TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022	9128286M7	245,000.00	AA+	Aaa	10/28/2019	10/30/2019	248,397.46	1.67	1,159.73	247,470.54	254,110.94
UNITED STATES TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022	9128286M7	380,000.00	AA+	Aaa	10/7/2019	10/8/2019	387,718.75	1.43	1,798.77	385,478.63	394,131.25
US TREASURY NOTES DTD 05/01/2017 1.875% 04/30/2022	912828X47	425,000.00	AA+	Aaa	6/4/2019	6/5/2019	424,916.99	1.88	1,342.56	424,947.69	438,214.87
US TREASURY NOTES DTD 05/31/2017 1.750% 05/31/2022	912828XR6	1,785,000.00	AA+	Aaa	4/14/2020	4/16/2020	1,842,873.05	0.22	2,645.80	1,837,197.76	1,838,828.82
US TREASURY N/B NOTES DTD 10/31/2017 2.000% 10/31/2022	9128283C2	250,000.00	AA+	Aaa	8/30/2019	9/6/2019	254,238.28	1.45	842.39	253,137.28	260,664.05
US TREASURY NOTES DTD 04/02/2018 2.500% 03/31/2023	9128284D9	50,000.00	AA+	Aaa	1/16/2020	1/21/2020	51,427.73	1.58	314.21	51,229.20	53,187.50
US TREASURY N/B DTD 04/30/2018 2.750% 04/30/2023	9128284L1	100,000.00	AA+	Aaa	6/3/2019	6/5/2019	103,304.69	1.87	463.32	102,395.61	107,265.62
US TREASURY NOTES DTD 06/30/2016 1.375% 06/30/2023	912828S35	775,000.00	AA+	Aaa	5/8/2019	5/9/2019	747,511.72	2.28	28.96	755,124.14	802,730.43
US TREASURY NOTES DTD 07/31/2018 2.750% 07/31/2023	912828Y61	145,000.00	AA+	Aaa	9/3/2019	9/5/2019	152,657.81	1.36	1,665.11	151,045.64	156,441.40

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 10/31/2016 1.625% 10/31/2023	912828T91	1,000,000.00	AA+	Aaa	4/14/2020	4/15/2020	1,046,445.31	0.31	2,737.77	1,043,681.56	1,047,500.00
US TREASURY N/B NOTES DTD 01/31/2017 2.250% 01/31/2024	912828V80	600,000.00	AA+	Aaa	5/8/2019	5/9/2019	598,851.56	2.29	5,637.36	599,130.03	643,781.28
US TREASURY N/B NOTES DTD 02/28/2017 2.125% 02/29/2024	912828W48	650,000.00	AA+	Aaa	4/29/2019	5/1/2019	644,236.33	2.32	4,616.68	645,630.71	695,398.47
US TREASURY N/B DTD 04/30/2019 2.250% 04/30/2024	9128286R6	1,200,000.00	AA+	Aaa	4/14/2020	4/15/2020	1,291,546.88	0.35	4,548.91	1,286,771.06	1,292,812.56
US TREASURY N/B NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	1,500,000.00	AA+	Aaa	6/4/2019	6/5/2019	1,504,863.28	1.93	5,054.35	1,503,798.84	1,601,718.75
US TREASURY N/B NOTES DTD 06/30/2017 2.000% 06/30/2024	912828XX3	1,500,000.00	AA+	Aaa	7/1/2019	7/3/2019	1,516,113.28	1.77	81.52	1,512,897.69	1,605,468.75
UNITED STATES TREASURY NOTES DTD 07/31/2019 1.750% 07/31/2024	912828Y87	1,100,000.00	AA+	Aaa	12/2/2019	12/4/2019	1,103,824.22	1.67	8,038.46	1,103,352.09	1,167,718.75
US TREASURY NOTES DTD 08/15/2014 2.375% 08/15/2024	912828D56	575,000.00	AA+	Aaa	10/25/2019	10/28/2019	595,282.23	1.61	5,139.85	592,424.44	625,402.32
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	912828Y5	795,000.00	AA+	Aaa	12/2/2019	12/4/2019	811,334.77	1.68	4,246.52	809,387.95	858,103.13
US TREASURY N/B DTD 11/30/2017 2.125% 11/30/2024	912828J7	1,480,000.00	AA+	Aaa	1/2/2020	1/6/2020	1,512,085.94	1.66	2,663.80	1,508,913.20	1,601,406.18
UNITED STATES TREASURY NOTES DTD 01/31/2018 2.500% 01/31/2025	9128283V0	280,000.00	AA+	Aaa	2/3/2020	2/5/2020	295,301.56	1.36	2,923.08	294,067.02	308,437.50
Security Type Sub-Total		21,775,000.00					22,083,904.69	1.43	62,763.74	22,056,075.20	22,798,934.35
Supra-National Agency Bond / Note											
INTL BK RECON & DEVELOP SN NOTE DTD 05/29/2019 2.125% 07/01/2022	459058GU1	880,000.00	AAA	Aaa	5/21/2019	5/29/2019	876,770.40	2.25	9,350.00	877,911.77	912,378.72
INTER-AMERICAN DEVEL BANK DTD 09/14/2017 1.750% 09/14/2022	4581X0CZ9	365,000.00	AAA	Aaa	11/2/2017	11/6/2017	358,795.00	2.12	1,898.51	362,182.73	376,707.38

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Supra-National Agency Bond / Note											
INTER-AMERICAN DEVEL BANK DTD 09/14/2017 1.750% 09/14/2022	4581X0CZ9	1,000,000.00	AAA	Aaa	11/3/2017	11/7/2017	983,100.00	2.12	5,201.39	992,322.52	1,032,075.00
INTER-AMERICAN DEVEL BK CORPORATE NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	400,000.00	AAA	Aaa	4/17/2020	4/24/2020	399,864.00	0.51	205.56	399,872.22	402,352.40
Security Type Sub-Total		2,645,000.00					2,618,529.40	1.92	16,655.46	2,632,289.24	2,723,513.50
Municipal Bond / Note											
SAN FRAN COMM FAC DIST, CA TXBL REV BNDS DTD 11/09/2017 2.500% 09/01/2022	79772EAX7	350,000.00	NR	NR	10/27/2017	11/9/2017	348,355.00	2.61	2,916.67	349,258.49	362,348.00
SAN FRAN COMM FAC DIST, CA TXBL REV BNDS DTD 11/09/2017 2.500% 09/01/2022	79772EAE9	380,000.00	NR	NR	10/27/2017	11/9/2017	377,362.80	2.66	3,166.67	378,811.23	393,406.40
VENTURA CNTY CCD, CA TXBL GO BONDS DTD 10/31/2019 1.750% 08/01/2023	923040GT0	350,000.00	AA+	Aa1	10/3/2019	10/31/2019	350,000.00	1.75	2,552.08	350,000.00	361,214.00
LONG BEACH CCD, CA TXBL GO BONDS DTD 10/23/2019 1.743% 08/01/2023	542411NH2	350,000.00	AA	Aa2	10/9/2019	10/23/2019	350,000.00	1.74	2,541.88	350,000.00	362,463.50
TAMALPAIS UHSD, CA TXBL GO BONDS DTD 10/09/2019 1.971% 08/01/2023	874857KJ3	615,000.00	NR	Aaa	9/20/2019	10/9/2019	615,000.00	1.97	5,050.69	615,000.00	639,969.00
CT ST TXBL GO BONDS DTD 06/11/2020 1.998% 07/01/2024	20772KJW0	150,000.00	A	A1	5/29/2020	6/11/2020	150,000.00	2.00	166.50	150,000.00	154,860.00
VENTURA CNTY CCD, CA TXBL GO BONDS DTD 10/31/2019 1.800% 08/01/2024	923040GU7	490,000.00	AA+	Aa1	10/3/2019	10/31/2019	490,000.00	1.80	3,675.00	490,000.00	510,638.80
SAN DIEGO CCD, CA TXBL GO BONDS DTD 10/16/2019 2.046% 08/01/2024	797272QP9	245,000.00	AAA	Aaa	9/18/2019	10/16/2019	245,000.00	2.05	2,088.63	245,000.00	259,156.10

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
CT ST T/E GO BONDS DTD 06/25/2020 4.000% 06/01/2025	20772KKL2	400,000.00	A	A1	6/12/2020	6/25/2020	458,868.00	0.94	266.67	458,671.99	460,576.00
Security Type Sub-Total		3,330,000.00					3,384,585.80	1.91	22,424.79	3,386,741.71	3,504,631.80
Federal Agency Collateralized Mortgage Obligation											
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	845,000.00	AA+	Aaa	5/16/2019	5/21/2019	850,281.25	2.54	1,965.33	848,032.85	859,952.75
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	293,316.94	AA+	Aaa	9/4/2019	9/9/2019	297,159.69	1.86	557.30	296,194.93	300,847.77
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	630,057.77	AA+	Aaa	12/13/2019	12/18/2019	660,674.64	2.14	1,756.81	656,765.25	685,117.71
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FQ3V3	241,134.64	AA+	Aaa	11/20/2019	11/26/2019	241,128.85	2.09	420.38	241,129.59	246,972.74
FHMS K043 A2 DTD 03/01/2015 3.062% 12/25/2024	3137BGK24	665,000.00	AA+	Aaa	3/19/2020	3/25/2020	697,938.28	1.97	1,696.86	696,078.86	730,239.05
Security Type Sub-Total		2,674,509.35					2,747,182.71	2.18	6,396.68	2,738,201.48	2,823,130.02
Federal Agency Bond / Note											
FHLB NOTES DTD 02/18/2016 1.375% 02/18/2021	3130A7CV5	200,000.00	AA+	Aaa	6/23/2016	6/24/2016	200,854.00	1.28	1,015.97	200,116.55	201,510.80
FNMA BENCHMARK NOTE DTD 05/16/2016 1.250% 05/06/2021	3135G0K69	200,000.00	AA+	Aaa	5/18/2016	5/19/2016	197,569.60	1.51	381.94	199,585.77	201,801.00
FHLMC REFERENCE NOTE DTD 08/12/2016 1.125% 08/12/2021	3137EAEC9	965,000.00	AA+	Aaa	8/16/2016	8/17/2016	956,224.29	1.31	4,191.72	963,038.60	975,073.64
FNMA NOTES DTD 08/19/2016 1.250% 08/17/2021	3135G0N82	1,710,000.00	AA+	Aaa	10/7/2016	10/11/2016	1,696,414.05	1.42	7,956.25	1,706,839.41	1,730,480.67
FREDDIE MAC (EX-CALLABLE) NOTES DTD 08/17/2016 1.875% 08/17/2021	3134G92Y2	2,000,000.00	AA+	Aaa	5/8/2017	5/9/2017	1,997,934.00	1.90	13,958.33	1,999,454.71	2,038,028.00

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FEDERAL FARM CREDIT BANKS NOTES DTD 09/20/2017 1.660% 09/20/2021	3133EHZA4	2,000,000.00	AA+	Aaa	10/5/2017	10/11/2017	1,986,364.00	1.84	9,314.44	1,995,776.63	2,035,634.00
FEDERAL FARM CREDIT BANKS NOTES DTD 10/14/2016 1.400% 10/14/2021	3133EGYQ2	2,000,000.00	AA+	Aaa	10/26/2016	10/27/2016	1,994,260.00	1.46	5,988.89	1,998,511.97	2,030,644.00
FHLB NOTES DTD 11/30/2016 1.875% 11/29/2021	3130AABG2	2,000,000.00	AA+	Aaa	12/14/2016	12/16/2016	1,978,920.00	2.10	3,333.33	1,993,987.13	2,046,712.00
FREDDIE MAC GLOBAL NOTES DTD 01/13/2012 2.375% 01/13/2022	3137EADB2	240,000.00	AA+	Aaa	8/27/2019	8/30/2019	244,548.00	1.56	2,660.00	242,942.82	247,926.24
FHLB NOTES DTD 02/17/2012 2.250% 03/11/2022	313378CR0	2,000,000.00	AA+	Aaa	5/8/2017	5/9/2017	2,022,926.00	2.00	13,750.00	2,008,018.26	2,068,406.00
FANNIE MAE (EX-CALLABLE) NOTES DTD 11/26/2012 2.000% 08/26/2022	3136G05L1	2,000,000.00	AA+	Aaa	9/27/2017	9/28/2017	2,003,700.00	1.96	13,888.89	2,001,621.97	2,075,694.00
FANNIE MAE AGENCY NOTES DTD 10/06/2017 2.000% 10/05/2022	3135G0T78	1,310,000.00	AA+	Aaa	10/5/2017	10/11/2017	1,309,986.90	2.00	6,258.89	1,309,994.05	1,361,782.99
FEDERAL HOME LOAN BANKS NOTES DTD 02/21/2020 1.375% 02/17/2023	3130AJ7E3	850,000.00	AA+	Aaa	2/20/2020	2/21/2020	848,436.00	1.44	4,220.48	848,623.62	874,672.10
FEDERAL HOME LOAN BANKS NOTES DTD 02/21/2020 1.375% 02/17/2023	3130AJ7E3	1,900,000.00	AA+	Aaa	4/14/2020	4/15/2020	1,951,357.00	0.42	9,434.03	1,947,547.28	1,955,149.40
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAEQ8	800,000.00	AA+	Aaa	4/17/2020	4/20/2020	798,000.00	0.46	591.67	798,131.51	802,214.40
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	800,000.00	AA+	Aaa	5/5/2020	5/7/2020	799,664.00	0.39	450.00	799,680.91	802,020.00
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	1,250,000.00	AA+	Aaa	5/20/2020	5/22/2020	1,246,237.50	0.35	338.54	1,246,374.94	1,248,712.50
FREDDIE MAC NOTES DTD 06/16/2020 0.500% 06/16/2023	3134GVR67	1,000,000.00	AA+	Aaa	6/12/2020	6/16/2020	1,000,000.00	0.50	208.33	1,000,000.00	1,000,700.00
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	1,125,000.00	AA+	Aaa	6/24/2020	6/26/2020	1,121,715.00	0.35	39.06	1,121,730.00	1,123,804.13

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	1,500,000.00	AA+	Aaa	4/1/2020	4/3/2020	1,625,340.00	0.43	13,057.29	1,616,465.49	1,623,018.00
FANNIE MAE NOTES DTD 10/18/2019 1.625% 10/15/2024	3135G0W66	1,350,000.00	AA+	Aaa	4/1/2020	4/3/2020	1,415,637.00	0.54	4,631.25	1,412,109.41	1,419,788.25
FANNIE MAE NOTES DTD 10/18/2019 1.625% 10/15/2024	3135G0W66	800,000.00	AA+	Aaa	4/14/2020	4/15/2020	835,568.00	0.62	2,744.44	833,902.10	841,356.00
FANNIE MAE NOTES DTD 01/10/2020 1.625% 01/07/2025	3135G0X24	700,000.00	AA+	Aaa	1/8/2020	1/10/2020	697,767.00	1.69	5,403.13	697,978.79	737,125.90
FREDDIE MAC NOTES DTD 02/14/2020 1.500% 02/12/2025	3137EAEP0	1,250,000.00	AA+	Aaa	2/13/2020	2/14/2020	1,249,037.50	1.52	7,135.42	1,249,110.28	1,310,577.50
FREDDIE MAC NOTES DTD 02/14/2020 1.500% 02/12/2025	3137EAEP0	1,175,000.00	AA+	Aaa	3/3/2020	3/4/2020	1,209,239.50	0.90	6,707.29	1,206,983.41	1,231,942.85
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	400,000.00	AA+	Aaa	4/15/2020	4/16/2020	398,016.00	0.60	416.67	398,098.67	400,987.20
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	1,000,000.00	AA+	Aaa	6/2/2020	6/4/2020	1,005,560.00	0.51	1,163.19	1,005,475.80	1,008,418.00
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	435,000.00	AA+	Aaa	4/22/2020	4/24/2020	434,103.90	0.67	505.99	434,137.31	438,661.83
Security Type Sub-Total		32,960,000.00					33,225,379.24	1.24	139,745.43	33,236,237.39	33,832,841.40
Corporate Note											
CITIGROUP INC CORP (CALLABLE) NOTES DTD 04/25/2017 2.750% 04/25/2022	172967LG4	800,000.00	BBB+	A3	9/21/2017	9/25/2017	803,432.00	2.65	4,033.33	801,320.96	828,965.60
GOLDMAN SACHS GROUP INC (CALLABLE) NOTE DTD 01/26/2017 3.000% 04/26/2022	38141GWC4	800,000.00	BBB+	A3	9/18/2017	9/20/2017	810,848.00	2.68	4,333.33	802,468.46	811,084.80
AMERICAN HONDA FINANCE DTD 06/27/2019 2.200% 06/27/2022	02665WCY5	845,000.00	A-	A3	6/24/2019	6/27/2019	844,222.60	2.23	206.56	844,485.04	868,121.74

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
APPLE INC CORP (CALLABLE) NOTES DTD 09/12/2017 2.100% 09/12/2022	037833DC1	950,000.00	AA+	Aa1	11/15/2017	11/16/2017	933,802.50	2.48	6,040.42	942,614.09	985,007.50
JPMORGAN CHASE & CO CORP NOTES DTD 09/24/2012 3.250% 09/23/2022	46625HJE1	600,000.00	A-	A2	11/29/2017	12/1/2017	614,778.00	2.70	5,308.33	606,846.50	635,210.40
ORACLE CORP NOTES DTD 10/25/2012 2.500% 10/15/2022	68389XAP0	250,000.00	A	A3	11/15/2017	11/16/2017	249,387.50	2.55	1,319.44	249,714.58	261,331.00
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	95,000.00	A	A2	1/22/2020	2/3/2020	94,869.85	1.75	663.94	94,887.58	98,408.32
AMAZON.COM INC BONDS DTD 06/06/2018 2.400% 02/22/2023	023135AW6	880,000.00	AA-	A2	5/14/2019	5/16/2019	873,523.20	2.61	7,568.00	875,459.66	924,574.64
JOHN DEERE CAPITAL CORP DTD 03/04/2016 2.800% 03/06/2023	24422ETG4	835,000.00	A	A2	5/16/2019	5/20/2019	838,724.10	2.68	7,468.61	837,627.83	883,947.70
UNITEDHEALTH GROUP INC CORP NOTES DTD 02/28/2013 2.875% 03/15/2023	91324PCC4	640,000.00	A+	A3	11/20/2019	11/22/2019	656,358.40	2.07	5,417.78	653,354.62	678,784.64
BANK OF NY MELLON CORP NOTES DTD 04/30/2018 3.500% 04/28/2023	06406RAG2	1,410,000.00	A	A1	4/24/2019	4/26/2019	1,445,376.90	2.83	8,636.25	1,434,930.68	1,523,256.84
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	200,000.00	A+	A1	4/29/2020	5/1/2020	199,604.00	0.82	250.00	199,626.06	201,808.40
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	200,000.00	AA	Aa2	5/7/2020	5/11/2020	200,000.00	1.14	316.94	200,000.00	203,314.20
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371RQ82	360,000.00	A+	A1	6/1/2020	6/8/2020	359,499.60	0.85	184.00	359,510.11	360,252.00
AMERICAN EXPRESS CREDIT CORP NOTES DTD 08/03/2018 3.700% 08/03/2023	025816BW8	800,000.00	BBB+	A3	4/23/2019	4/26/2019	821,480.00	3.02	12,168.89	815,531.69	870,528.80
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 10/18/2016 2.250% 10/18/2023	89236TDK8	1,090,000.00	A+	A1	2/5/2020	2/7/2020	1,107,374.60	1.80	4,973.13	1,105,507.06	1,140,252.27

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 11/26/2013 3.750% 11/24/2023	14912L5X5	790,000.00	A	A3	5/8/2019	5/10/2019	823,243.20	2.76	3,044.79	814,867.28	869,846.09
ABBOTT LABORATORIES CORP NOTES DTD 11/22/2016 3.400% 11/30/2023	002824BE9	825,000.00	A-	A3	5/10/2019	5/14/2019	846,441.75	2.79	2,415.42	840,893.70	898,380.45
BB&T CORPORATION DTD 12/06/2018 3.750% 12/06/2023	05531FBF9	800,000.00	A-	A3	4/23/2019	4/25/2019	824,928.00	3.02	2,083.33	818,525.97	875,828.80
BANK OF AMERICA CORP NOTE DTD 01/21/2014 4.125% 01/22/2024	06051GFB0	1,395,000.00	A-	A2	4/23/2019	4/25/2019	1,456,477.65	3.12	25,415.16	1,441,117.11	1,541,293.65
CHARLES SCHWAB CORP NOTES DTD 10/31/2018 3.550% 02/01/2024	808513AY1	815,000.00	A	A2	4/25/2019	4/29/2019	843,321.25	2.76	12,055.21	836,334.58	892,133.23
BLACKROCK INC CORP NOTES DTD 03/18/2014 3.500% 03/18/2024	09247XAL5	1,420,000.00	AA-	Aa3	4/22/2019	4/24/2019	1,464,588.00	2.81	14,219.72	1,453,777.28	1,563,347.58
COMCAST CORP CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	635,000.00	A-	A3	5/7/2020	5/11/2020	695,623.45	1.20	4,960.06	693,468.89	704,255.01
MORGAN STANLEY CORP NOTES DTD 04/28/2014 3.875% 04/29/2024	61746BDQ6	745,000.00	BBB+	A3	7/19/2019	7/23/2019	788,604.85	2.56	4,971.84	779,994.02	823,002.99
US BANCORP DTD 07/29/2019 2.400% 07/30/2024	91159HHX1	845,000.00	A+	A1	7/30/2019	8/1/2019	844,247.95	2.42	8,506.33	844,386.00	897,824.33
WALT DISNEY COMPANY/THE DTD 09/06/2019 1.750% 08/30/2024	254687FK7	845,000.00	A-	A2	9/3/2019	9/6/2019	841,552.40	1.83	5,052.40	842,118.79	874,960.32
PNC BANK NA CORP NOTES DTD 11/01/2019 2.200% 11/01/2024	693475AY1	600,000.00	A-	A3	11/5/2019	11/8/2019	599,802.00	2.21	2,200.00	599,827.67	635,122.20
CHEVRON CORP (CALLABLE) NOTES DTD 05/11/2020 1.554% 05/11/2025	166764BW9	425,000.00	AA	Aa2	5/13/2020	5/15/2020	427,108.00	1.45	917.29	427,052.71	435,773.33
Security Type Sub-Total		20,895,000.00					21,309,219.75	2.48	154,730.50	21,216,248.92	22,286,616.83

Certificate of Deposit - FDIC Insured

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit - FDIC Insured											
SYNCHRONY BANK CD DTD 07/17/2015 2.250% 07/17/2020	87165HKM1	247,000.00	NR	NR	7/17/2015	7/17/2015	247,000.00	2.25	2,512.29	247,000.00	247,255.15
COMENITY CAPITAL BANK LT CD DTD 10/13/2015 2.000% 10/13/2020	20033AND4	249,000.00	NR	NR	10/13/2015	10/13/2015	249,000.00	2.00	245.59	249,000.00	250,328.17
FIRST BANK OF RICHMOND CD DTD 10/18/2017 1.900% 10/19/2020	319267GK0	245,000.00	NR	NR	10/4/2017	10/18/2017	245,000.00	1.90	931.00	245,000.00	246,310.26
UNITY BANK CD DTD 10/30/2015 1.650% 10/30/2020	91330ABC0	249,000.00	NR	NR	10/21/2015	10/30/2015	249,000.00	1.65	11.26	249,000.00	250,252.97
MEDALLION BANK UTAH CD DTD 06/28/2017 2.050% 06/28/2021	58403B6Y7	245,000.00	NR	NR	6/16/2017	6/28/2017	245,000.00	2.05	41.28	245,000.00	249,430.58
CAPITAL ONE BANK USA NA CD DTD 06/01/2017 2.400% 06/01/2022	1404203C2	245,000.00	NR	NR	5/25/2017	6/1/2017	245,000.00	2.40	483.29	245,000.00	254,399.67
GOLDMAN SACHS GROUP INC CD DTD 06/21/2017 2.350% 06/21/2022	38148PKX4	245,000.00	NR	NR	6/13/2017	6/21/2017	245,000.00	2.35	157.74	245,000.00	254,366.60
BENEFICIAL BANK CD DTD 10/18/2017 2.150% 10/18/2022	08173QBX3	245,000.00	NR	NR	9/27/2017	10/18/2017	245,000.00	2.15	1,067.93	245,000.00	254,625.56
FOCUS BANK CD DTD 11/24/2017 2.200% 11/24/2022	34415LAP6	245,000.00	NR	NR	11/14/2017	11/24/2017	245,000.00	2.20	561.15	245,000.00	255,282.90
Security Type Sub-Total		2,215,000.00					2,215,000.00	2.11	6,011.53	2,215,000.00	2,262,251.86
Certificate of Deposit											
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	845,000.00	A	A1	2/14/2020	2/19/2020	845,000.00	1.80	5,577.00	845,000.00	850,247.45
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	1,000,000.00	A+	Aa2	8/29/2019	9/3/2019	1,000,000.00	1.85	6,510.00	1,000,000.00	1,030,583.00
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	1,000,000.00	AA-	Aa3	8/27/2019	8/29/2019	1,000,000.00	1.84	6,475.00	1,000,000.00	1,030,369.00

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	635,000.00	AA-	Aa2	12/4/2019	12/6/2019	635,000.00	2.03	1,043.52	635,000.00	659,270.34
Security Type Sub-Total		3,480,000.00					3,480,000.00	1.87	19,605.52	3,480,000.00	3,570,469.79
Managed Account Sub Total		89,974,509.35					91,063,801.59	1.70	428,333.65	90,960,793.94	93,802,389.55
Securities Sub-Total		\$89,974,509.35					\$91,063,801.59	1.70%	\$428,333.65	\$90,960,793.94	\$93,802,389.55
Accrued Interest											\$428,333.65
Total Investments											\$94,230,723.20

Bolded items are forward settling trades.

Appendix

IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.
- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

GLOSSARY

- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

CITY COUNCIL STAFF REPORT

Consent Item No. 5

August 12, 2020

File No. 0600-10, A-3342

SUBJECT: Award Consulting Agreement for Dry Weather Storm Drain Outfall Monitoring Support

DEPARTMENT: Utilities Department, Wastewater Division, Environmental Programs

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2020-108, authorizing a Consulting Agreement with NV5 for Dry Weather Storm Drain Outfall Monitoring Support for a sum not to exceed \$172,890.13 over three years.

FISCAL ANALYSIS:

Funding for FY 20-21 is available in the Environmental Programs operating budget. Funding for future fiscal years, FY 2021-22 and FY 2022-23, will be requested in future Environmental Program budgets to be considered by City Council.

PREVIOUS ACTION:

None.

BACKGROUND:

The City of Escondido ("City") owns and operates a network of storm drains and channels comprising the Municipal Separate Storm Sewer System ("MS4"). The City is co-permittee to the National Pollutant Discharge Elimination System ("NPDES") Permit and Waste Discharge Requirements for Discharges from the MS4s Draining to the Watersheds within the San Diego Region (Order No. R9-2013-0001, as amended, or MS4 Permit). The MS4 Permit, administered by the San Diego Regional Water Quality Control Board ("SDRWQCB"), requires monitoring of storm drain water quality in both dry and wet weather conditions. Dry weather monitoring is performed by each co-permittee within its own jurisdiction, while wet weather storm water monitoring is achieved through separate regional and watershed agreements.

Dry weather storm drain monitoring consists of documenting visual observations of approximately 117 "Major MS4 Outfalls." These outfalls are locations where water discharges from storm drainpipes into concrete and natural waterways throughout Escondido. The City also must collect water samples and perform laboratory analysis of the runoff from our MS4 at six (6) "priority outfalls." Dry weather monitoring is performed twice per year to meet the minimum requirements, and investigations of potential pollution sources must be completed and documented as needed as part of the program. Document reviews and updates demonstrate compliance to the SDRWQCB. These documents

include: (1) Monitoring and Assessment Plan for each Watershed Management Area; (2) Quality Assurance Project Plan for the City's procedures; and (3) an inventory of Major MS4 Outfalls.

Environmental Programs provides staff, equipment, and expertise to oversee this program. However, staff require technical support and specialized equipment to complete program oversight and to manage a large dataset with strict reporting guidelines. Previous monitoring program support was contracted by the Utilities Department on a year-to-year basis. Many co-permittees engage in multiple year contracts to provide consistency and efficiency in monitoring program implementation; the City of Escondido has decided to follow this approach, and expand the schedule to a three-year contract through 2022.

The City received two responses to a Request for Proposal. Staff recommend awarding the contract to NV5 based on their extensive experience on similar projects, proposed project approach, and fee. NV5 are recognized experts in their field and Environmental Programs had previously contracted with the project team for similar program support in 2018.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Director of Utilities

8/5/20 3:11 p.m.

ATTACHMENTS:

1. Resolution No. 2020-108
2. Resolution No. 2020-108 – Exhibit "1" Consulting Agreement

RESOLUTION NO. 2020-108

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
NV5 FOR DRY WEATHER STORM DRAIN
OUTFALL MONITORING

WHEREAS, the City of Escondido (“City”) is co-permittee to the San Diego Regional Municipal Separate Storm Sewer System Permit (“MS4 Permit,” Order No. R9-2013-0001, as amended) issued by the San Diego Regional Water Quality Control Board (“SDRWQCB”); and

WHEREAS, the MS4 Permit requires the City to perform dry weather storm drain outfall monitoring to characterize non-storm water quality and illicit discharges within its jurisdiction; and

WHEREAS, the City of Escondido requires technical support and equipment to perform storm drain compliance monitoring and reporting; and

WHEREAS, the City solicited and evaluated proposals from qualified environmental consulting firms and selected NV5 as the best value proposal.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor and City Clerk to execute a Consulting Agreement (“Agreement”) with NV5 for Dry Weather Storm Drain Outfall Monitoring Support for a sum not to exceed \$172,890.13 over three years. A copy of the

Agreement is attached and incorporated to this Resolution as Exhibit "1," and is subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this _____ day of _____, 20__.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Juan Magdaraog
760-839-4074
("CITY")

And: NV5
1155 Sportfisher Drive Suite 202
Oceanside, CA 92054
[Attn: Garth Engelhorn
760-237-2703
("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 consulting services for Dry Weather Storm Drain Outfall Monitoring Support for three years of monitoring tasks beginning in 2020 and ending in 2022; 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," not to exceed **\$172,890.13**. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

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

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

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

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

NV5

Signature

Name & Title (please print)

APPROVED AS TO FORM:

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

By: _____

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

SCOPE OF WORK



NV5 will assist city staff with performing dry-weather visual outfall monitoring, collecting MS4 outfall analytical samples, and other related tasks for the 2020, 2021, and 2022 monitoring years as described below.

Task 1 – Logistical Planning and Program Management

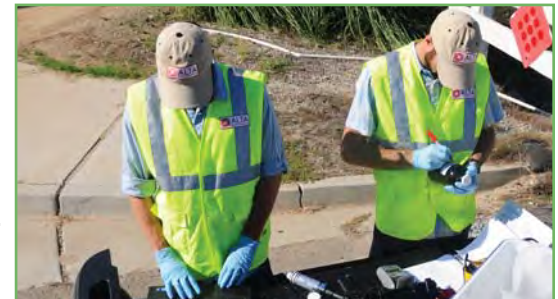
NV5 will coordinate with the City to conduct meetings in person or via phone or web conference as needed to review program procedures and logistics for executing the monitoring plan, including an initial project kick-off meeting. NV5 will coordinate with the City to evaluate the most efficient methodology for completing the monitoring and assessment requirements, including an assessment of analytical laboratory choices. NV5 will also review the current Quality Assurance Project Plan (QAPP) to evaluate if updates are needed, and make edits for approval by the City. NV5 will finalize the schedule for completion of all required scope of work task within one week of the project kick-off meeting with the City.

NV5 will also routinely coordinate with the City to provide updates regarding the monitoring tasks and reporting deliverables. This task includes planning and implementation of the project, relevant meeting attendance, coordination with the City, budget management, and monthly invoicing/reporting.

NV5 recommends Weck Laboratories, Inc. (Weck) as an Environmental Laboratory Accreditation Program (ELAP) certified laboratory for analyzing the analytes required in Task 2B. Weck is a full-service environmental testing facility located in Southern California with California ELAP certification accreditation (#1132) and National Environmental Laboratory Program (NELAP) accreditation (#4047). Weck takes pride in providing customers with excellent customer service and defensible data for the analyses of water, soil and hazardous waste samples for over 53 years. Weck is classified as a Small Business Enterprise (SBE) by the California Department of General Services and is a certified Minority Business Enterprise (MBE) firm by the California Public Utilities Commission. Weck puts an emphasis on acquiring versatile and state-of-the-art analytical instrumentation and computer equipment. Versatility allows for a wider variety of protocols while the newer versions of instrumentation have greater sensitivity to achieve the lower detection limits required by the California Toxic Rule and those specified by the State of California SWAMP. Weck has extensive experience conducting analysis and QA/QC in accordance with SWAMP's Quality Assurance Management Plan (QAMP) and providing CEDEN-compatible electronic data deliverables. Estimated per sample costs for each of the WMAs is provided in Table 5, and a complete list of analytical pricing is provided an attachment.

Task 2 – MS4 Outfall Monitoring Field Work

NV5 will assist the City with completing outfall visual and analytical monitoring at City-designated major MS4 outfalls throughout the City of Escondido, per Provisions D.2.a.(2) and D.2.b.(1) of the San Diego Regional MS4 Permit and the City's Jurisdictional Runoff Management Plan (JRMP). NV5 will assist City staff with performing dry weather visual outfall monitoring, collecting MS4 outfall analytical samples, and other related tasks for each monitoring year, ending September 30th each monitoring year. NV5's proposed Project Manager, Garth Engelhorn, will provide the City with frequent progress updates and coordinate with the City to promptly address any difficulties or issues that arise during the field work.



Dry Weather Sampling

Task 2A – Visual Outfall Monitoring

NV5 will support the City's efforts to complete a minimum of approximately 188 visual field screenings to meet the annual requirements of inspecting 80 percent of the City's 132 major MS4 outfalls twice per monitoring year during dry weather conditions. At the beginning of the 2020 monitoring season, NV5 will assist the City conduct field review of 15 outfall locations identified for possible inclusion in the outfall inventory to verify that each outfall meets the criteria of a major MS4 outfall.

NV5 will assist the City with completing the following items during each visual outfall field monitoring event:

- Determination of flow status (dry, ponded/pooled, or flowing discharge).
- An estimation of the flow rate using approved field measurement methods when non-stormwater discharge is observed. Manual measurements of flow rate will be performed in accordance with the United States Environmental Protection Agency (USEPA) Storm Water Sampling Guidance Document (USEPA-833-B-92-001) (e.g., area velocity, partially filled pipe, filling known volume, float method).
- An assessment of trash quantity and type around the outfall area. NV5's staff are familiar with the trash assessment on the County of San Diego's MS4 Outfall Visual Observation Field Datasheet.



SCOPE OF WORK

- Photo documentation of the outfall area and proper labeling of photos.
- Collection of any other site characteristics and visual observation data as required in Table D-5 and Provision D.2 of the Regional MS4 Permit (e.g., evidence of obvious illicit connections, illegal dumping, or sources of flow).
- Completion of an electronic field data form, which may be connected to the City's asset management database and used to complete the Regional Data Sharing Template. NV5 will provide field staff with a connected mobile broadband device to complete this function (e.g. iPad LTE). The City will setup appropriate user access for the sole purpose of entering data remotely in the field. NV5 will complete backup paper datasheets in any instances where mobile data entry is not possible.

Task 2B – Analytical Outfall Monitoring

NV5 will assist the City with the collection of water quality analytical samples from six major MS4 outfalls, including five outfalls in the Carlsbad WMA, all within the Escondido Creek flood control channel, and a single outfall in the San Dieguito WMA. Analytical samples will include duplicate and field blank samples as required by the Carlsbad and San Dieguito WQIP Monitoring and Assessment Plans. NV5 will assist the City with completing the following items during collection of water quality analytical samples:

- Confirmation of all required analytes as defined in the Carlsbad and San Dieguito WQIP Monitoring and Assessment Plans.
- Visual observation data collection as referenced in Task 2A, as needed.
- Collection and proper handling of water quality analytical samples at the six designated MS4 outfalls.
- NV5 will provide field monitoring equipment (e.g., YSI ProDSS Multiparameter Field Meter) to support two independent teams for collecting analytical samples and train City staff on equipment use. NV5 will confirm that equipment is calibrated, as needed. NV5 will manage extraction of data from monitoring equipment, as needed.
- NV5 will complete analytical sampling at one priority outfall and one receiving water site for San Dieguito WMA concurrently with a City-led team collecting analytical samples within the Escondido Creek flood control channel for the five Carlsbad WMA priority outfalls.
- NV5 will provide transport and delivery of all analytical samples to K YW within proper holding times.
- NV5 will also collect and analyze additional samples for stable isotopes in order to determine likely persistent flow sources as directed by the City.

Task 3 – Illicit Discharge Source Identification and Documentation

When flowing non-stormwater discharge is observed during visual screening, NV5's field staff will assist the City with performing upstream source identification investigations. Source identification findings in or around the immediate vicinity of the MS4 outfall will be recorded on an electronic or paper field data form, or by another means as directed, and reported to the City, along with any other related documentation (photo, video, etc.). NV5's proposal assumes staff availability of two days minimum for concurrent upstream investigation support per visual outfall monitoring round to conduct the estimated 15-30 outfall upstream investigations that may be needed.

Task 4 – Data Management and Preparation of Report

Electronic data from visual outfall monitoring will be exported from the web-based reporting program and provided for QA/QC and insertion into the regional data sharing template. Source investigation information will be tracked on electronic or paper field data forms by City staff and/or NV5 and transferred into the regional data sharing template.

Throughout the project, all field data will be reviewed and evaluated for accuracy and completeness. Analytical data will be reviewed by NV5 to determine whether the data quality objectives have been met in accordance with the project specific monitoring plans, reviewed for completeness and accuracy, and reviewed for outliers and omissions. Data validation consists of accepting, rejecting, or applying qualifiers to data based on the analytical method criteria, the project specific documents, and professional judgment. Once the data has been appropriately reviewed using QA/QC procedures, the results will be tabulated and reviewed for accuracy and completeness. Any qualified or missing results will be noted. If NV5 identifies any QA/QC issues during the review, NV5 will coordinate with the City and the laboratory to have the laboratory reports revised.

NV5 has proven to be at the top of a highly competitive market by consistently delivering exceptional quality in work products, while providing responsive and professional project management. Garth Engelhorn's in-depth knowledge of environmental monitoring and demonstration of personal commitment to a project is demonstrated in the quality of each deliverable by Garth and his team.

Jon Nottage
City of Vista, Stormwater Program Manager



SCOPE OF WORK

The City will provide analytical sampling reports from the City's laboratory and the electronic data from the visual monitoring field data form and any other files, as applicable. NV5 will convert, format, and QA/QC the City laboratory's data output to a CEDEN-compatible format for reporting purposes. All field visual monitoring data, analytical monitoring data, and source identification investigation data will be formatted into a CEDEN-compatible regional data-sharing spreadsheet approved for use by the City. All deliverables will be furnished to the City no later than September 30th of each monitoring year. Deliverables will include the following:

- Field visual screening data and source identification investigation data will be compiled and formatted into the regional data-sharing spreadsheet approved for use by the City.
- All analytical monitoring data in a CEDEN-compatible format, as needed.
- Field screening site photographs.

Task 5 – Dry Weather Continuous Flow Monitoring (Special Study)

NV5 will conduct a deployment of flow monitoring equipment in order to conduct continuous flow monitoring at each of the six persistent flow priority MS4 outfalls during dry weather.

NV5 developed the MS4 Flow System™ to help municipalities characterize non-stormwater discharges in their MS4 drainages. The system utilizes a low-cost flowmeter that sends near real-time data to a web portal, where it is organized and displayed to characterize the non-stormwater discharges and send out flow status alarms. With access to flow data and useful statistics in near real-time through the customized web portal, municipal staff and NV5's field investigators use the portal as a hub of data interaction and collaboration to determine when significant flows are occurring, as non-stormwater discharges are often transient in nature and often do not coincide with scheduled site visits and field investigations. The web-accessible data visualization and statistics portal has led municipalities to multiple successful targeted field investigations to eliminate dry weather flows. The web portal also has alarm functionality that can be customized to specified flow alarm thresholds. When the flow equipment observes flows above the site-specific alarm threshold, the flowmeter immediately enters alarm mode, transmits all stored data, sends out text and email notifications to applicable parties, and adds the event in the site's alarm history log.

This technology has enabled us to monitor flows that we were previously unable to monitor. With this we are able to target our staff to locations and times when these discharges are happening. The increased efficiency has only been possible by improved sensor technology and an innovative use of this technology. We have been able to be more efficient and effective in preventing non-stormwater discharges.

Andre Sonksen | City of San Diego
Storm Water Compliance Manager

NV5 will install, activate, maintain, and remove the proposed MS4 Flow System™ to continuously monitor flow at all six priority outfalls for a up to a one-month duration. NV5's proposed flow equipment includes an ultra-sonic sensor and data logger with near real-time access through NV5's web portal to provide accurate estimates of flow rates. In addition, the real-time data can be used to plan targeted field investigations that may lead to successful dry weather flow observations and eliminations. The flow monitoring equipment will be maintained throughout the deployment to ensure functionality. NV5 will review the continuous flow data remotely to prevent data gaps through routine data evaluation, automated equipment alerts, and quick responses to resolve any issues.

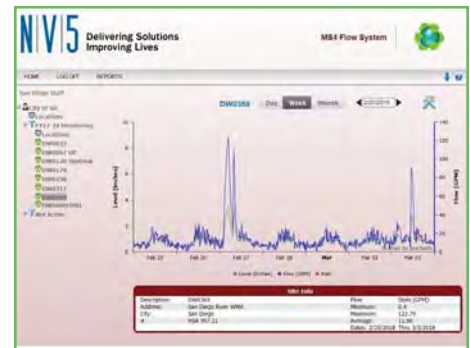
During each installation, the storm drain dimensions, and slope will be measured, and the flow equipment will be programmed to continuously log flow measurements at 5-minute intervals for the duration of the deployment period. Flow rates will be measured in accordance with the NPDES Storm Water Sampling Guidance Document (EPA-833-B-92-001). When confined space entry is required, field teams properly trained and certified in confined space entry will use confined space equipment, including use of a tripod, winch, and harness system for fall protection and emergency egress, four gas monitoring, two-way communication, and air ventilation as-needed.

Calibration of all monitoring equipment will be conducted immediately prior to deployment and periodic maintenance and calibration will be scheduled based site evaluations of the real-time data. All calibrations will be conducted in accordance with the manufacturer's specifications and equipment will be calibrated on-site and field verified for accuracy with a level measurement tape. NV5 will also conduct stream ratings (i.e., instantaneous flow measurements) during the initial installation, during removal, and as needed during dry weather conditions to ensure accurate flow calculations are kept updated and reflect any changes to the site conditions. A maintenance log form will be kept on file to detail the dates of instrument inspection, battery replacement, and any problems noted with instruments. Upon completion of the deployment period, NV5 will remove all flow equipment.

SCOPE OF WORK

NV5 will perform industry standard quality assurance review and finalize all flow data, prepare flow volume calculations, flow hydrographs, analyze flow data for trends, and other appropriate information necessary for assessment of the study. NV5 will provide an electronic data deliverable of all flow and prepare a technical data memorandum that describes monitoring locations, monitoring approach, observed base flows, flow patterns, hydrographs, and data summaries of the flow observed over the monitoring period to summarize the findings of the study. The memorandum will include:

- A summary of the monitoring activities, including observations and weather conditions;
- Basic data summary with standard statistics, including:
 1. Weekly graphs showing the flow time series collected,
 2. Flow hydrographs for the monitoring period at each site,
 3. Calculations of flow volume;
- Any other appropriate information necessary for assessment of the study; and
- Recommendations for follow-up actions for further investigation relevant to non-stormwater illicit discharge detection and elimination.



Task 6 – As-Needed MS4 Outfall Monitoring Support

NV5 will provide as-needed support for the MS4 outfall monitoring program, as requested by the City. Such services may include but are not limited to; assistance with follow-up or source investigations, additional field work, or edits to MS4 outfall monitoring procedures based on field experience or changes to watershed monitoring plans.

Upon request from the City, NV5 will conduct a review of the outfall inventory to rectify data inconsistencies, complete information gaps that may exist in the outfall database (location coordinates, descriptions, outfall size measurements, etc.), and identify if any additional data fields should be included for future tracking and reporting purposes.

Scope of Work Assumptions

The City will provide NV5 with the following resources:

- The current QAPP and the Carlsbad and San Dieguito WQIP Monitoring and Assessment Plans and constituent lists.
- GIS data layers of public MS4 infrastructure and major MS4 outfall monitoring stations.
- Historical data and photographs on outfall condition, flow classification, and accessibility.
- User credentials assigned to NV5 for field data collection and remote data entry on the City's stormwater database (if required).
- Electronic field data form application.

Other assumptions include:

- Specialized all-terrain vehicular access to negotiate inside the channels will be provided by the City because access into and out of the channels is limited. A two-person team led by one City staff member will execute any aspect of the monitoring plan within the channels using the all-terrain vehicle. Additional visual screening for other outfalls will require some combination of automotive transport and walking. NV5's proposal assumes three days of visual and analytical field work per monitoring event and additional staff availability of two days for concurrent upstream investigation support per monitoring event.
- In recent years, all visual and analytical field work has been accomplished within five calendar days per monitoring event. NV5 understands that additional health & safety precautions may require alternative means and methods that may prolong execution of field work.
- In Task 2B, NV5 will complete analytical sampling at one priority outfall and one receiving water site for San Dieguito WMA concurrently with a City team collecting analytical samples within the Escondido Creek flood control channel for the five Carlsbad WMA priority outfalls. 5`gUa d'Ygk]`VY'gi Va]H'YX'rc'K YW'Zcf'UbU'ng'lg"
- NV5 will provide transport and delivery of all analytical samples to K YW' within proper holding times. Laboratory reports will be submitted in EDD and CEDEN-compatible format.
- NV5 will ensure an antecedent dry weather period of at least 72 hours following any storm event producing measurable rainfall greater than 0.1 inch is met prior to conducting field screening.
- Significant traffic control is not anticipated. Standard traffic caution procedures and cones will be used as needed.

SCHEDULE



NV5 proposes to perform the scope of services according to the schedule summarized in Table 2 below.

Table 2. Proposed Schedule

SCOPE OF WORK ITEM	ANTICIPATED SCHEDULE
Task 1. Logistical Planning and Program Support	As soon as possible following contract approval and notice to proceed (NTP).
Task 2A. Visual Outfall Monitoring	Two rounds completed no later than August 31 st each monitoring year.
Task 2B. Analytical Outfall Monitoring	Two rounds of analytical outfall monitoring completed no later than August 31 st each monitoring year.
Task 3. Illicit Discharge Source Identification and Documentation	As-Needed and completed no later than August 31 st the each monitoring year.
Task 4. Data Management and Preparation of Report	All deliverables will be furnished to the City no later than September 30 th each monitoring year.
Task 5. Dry Weather Continuous Flow Monitoring (Special Study)	D'UbbYX Zcf'H.Y'gj a a Yf'cZ&\$&%" f7ca d'YH'X'cbW'Xi f]b[\WbhfUML
Task 6. As-Needed MS4 Outfall Monitoring Support	As-Needed.

ATTACHMENT A

NV5 proposes to perform the scope of services described above on a time and materials basis as summarized in Table 1 below. A detailed budget worksheet with individual staff hours per task and itemized other direct costs is provided in Table 4. The services for Task 6 (As-Needed MS4 Outfall Monitoring Support) will be based on the hourly rates provided in Table 2. The estimated cost for the analytes referenced in Task 2B is provided in Table 3, broken into per analysis and per sample total costs per WMA.

Table 1. Budget Summary

Work Item	Monitoring Year		
	2019-2020	2020-2021	2021-2022
Task 1. Logistical Planning and Program Management	\$ 2,823.00	\$ 2,823.00	\$ 2,823.00
Task 2A. Visual Outfall Monitoring	\$ 9,998.75	\$ 9,998.75	\$ 9,998.75
Task 2B. Analytical Outfall Monitoring	\$21,636.75	\$21,636.75	\$21,636.75
Task 3. Illicit Discharge Source Identification and Documentation	\$ 7,478.00	\$ 7,478.00	\$ 7,478.00
Task 4. Data Management and Preparation of Report	\$ 3,880.00	\$ 3,880.00	\$ 3,880.00
Task 5. Continuous Flow Monitoring	\$ -	\$15,940.63	\$ -
Task 6. As-Needed MS4 Outfall Monitoring Support	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
Total Cost Per Monitoring Year	\$ 52,316.50	\$ 68,257.13	\$ 52,316.50
Total Project Cost	\$ 172,890.13		

Table 2. Hourly Rates

Classification	Staff Member	Hourly Rate
Project Principal	David Renfrew	\$180.00
Senior Project Manager	Garth Engelhorn	\$170.00
Senior Engineer	Jacqueline McMillen	\$160.00
Scientist III	Matthew Renaud	\$150.00
Project Engineer	Michelle Hallack	\$130.00
Scientist II	Adrian Lopez	\$120.00
Specialist III	Austin Kay	\$100.00
Scientist I	Mehak Gupta	\$80.00
Specialist I	Nick Poser	\$80.00
Technician I	Mabelle Wongsanguan	\$70.00
Administrative Support	Victoria Hall	\$70.00

ATTACHMENT A

Table 3. Estimated Analytical Monitoring Costs

Analyte	Cost Carlsbad WMA ¹	Cost San Dieguito WMA ²
Conventional Parameters		
Dissolved Oxygen		
pH	Field Measurements (YSI ProDSS Field Meter- \$175/day)	Field Measurements (YSI ProDSS Field Meter- \$175/day)
Specific Conductivity		
Temperature		
Turbidity		
Sulfates	\$ 16.00	\$ 16.00
Color	\$ -	\$ 12.00
Chloride	\$ -	\$ 16.00
Total Hardness	\$ 20.00	\$ 20.00
Indicator Bacteria		
Enterococcus	\$ 70.00	\$ 70.00
Fecal Coliform	\$ 40.00	\$ 40.00
Total Coliform	\$ 40.00	\$ 40.00
E.Coli	\$ 30.00	\$ -
Inorganic Analytes		
Aluminum (Dissolved)	\$ 10.00	\$ 10.00
Aluminum (Total)	\$ 10.00	\$ 10.00
Cadmium (Dissolved)	\$ 10.00	\$ 10.00
Cadmium (Total)	\$ 10.00	\$ 10.00
Chromium (Dissolved)	\$ 10.00	\$ 10.00
Chromium (Total)	\$ 10.00	\$ 10.00
Chromium III (Dissolved)	calculation	calculation
Chromium III (Total)	calculation	calculation
Chromium VI (Dissolved)	\$ 60.00	\$ 60.00
Chromium VI (Total)	\$ 60.00	\$ 60.00
Copper (Dissolved)	\$ 10.00	\$ 10.00
Copper (Total)	\$ 10.00	\$ 10.00
Iron (Dissolved)	\$ 10.00	\$ 10.00
Iron (Total)	\$ 10.00	\$ 10.00
Lead (Dissolved)	\$ 10.00	\$ 10.00
Lead (Total)	\$ 10.00	\$ 10.00
Manganese (Dissolved)	\$ 10.00	\$ 10.00
Manganese (Total)	\$ 10.00	\$ 10.00
Mercury (Dissolved)	\$ -	\$ 22.00
Mercury (Total)	\$ -	\$ 22.00
Nickel (Dissolved)	\$ 10.00	\$ 10.00
Nickel (Total)	\$ 10.00	\$ 10.00
Selenium (Dissolved)	\$ 10.00	\$ -
Selenium (Total)	\$ 10.00	\$ -
Silver (Dissolved)	\$ 10.00	\$ 10.00
Silver (Total)	\$ 10.00	\$ 10.00
Zinc (Dissolved)	\$ 10.00	\$ 10.00
Zinc (Total)	\$ 10.00	\$ 10.00
Digestion Fee for Total Metals.	\$ 16.00	\$ 16.00
Filtration Fee for Dissolved Metals	\$ 16.00	\$ 16.00
Nutrients		
Ammonia	\$ 25.00	\$ 25.00
Nitrate	\$ 16.00	\$ 16.00
Nitrite	\$ 16.00	\$ 16.00
Orthophosphate	\$ 25.00	\$ 25.00
TKN	\$ 40.00	\$ 40.00
Total Nitrogen	calculation	calculation
Dissolved Phosphorus	\$ -	\$ -
Total Phosphorus	\$ 25.00	\$ 25.00
Solid Parameters		
TDS	\$ 20.00	\$ 20.00
TSS	\$ 20.00	\$ 20.00
Synthetic Organic Compounds		
DDT	\$ 120.00	\$ -
MBAS	\$ 40.00	\$ 40.00
Pesticides		
Pentachlorophenol	\$ -	\$ 160.00
Bifenthrin	\$ 200.00	\$ -
Malathion	\$ 120.00	\$ -
Total Per Sample Estimate by WMA	Carlsbad WMA¹	San Dieguito WMA²
	\$ 1,255.00	\$ 997.00

1. Carlsbad WMA MS4 Outfall Monitoring Plan Attachment D-List of Analytes, Suggested Methods, and Target Reporting Limits (January 2019)

2. San Dieguito River WMA WQIP Appendix P- Monitoring and Assessment Program Fact Sheets Pages (September 2015)

ATTACHMENT A

Table 4. Detailed Budget

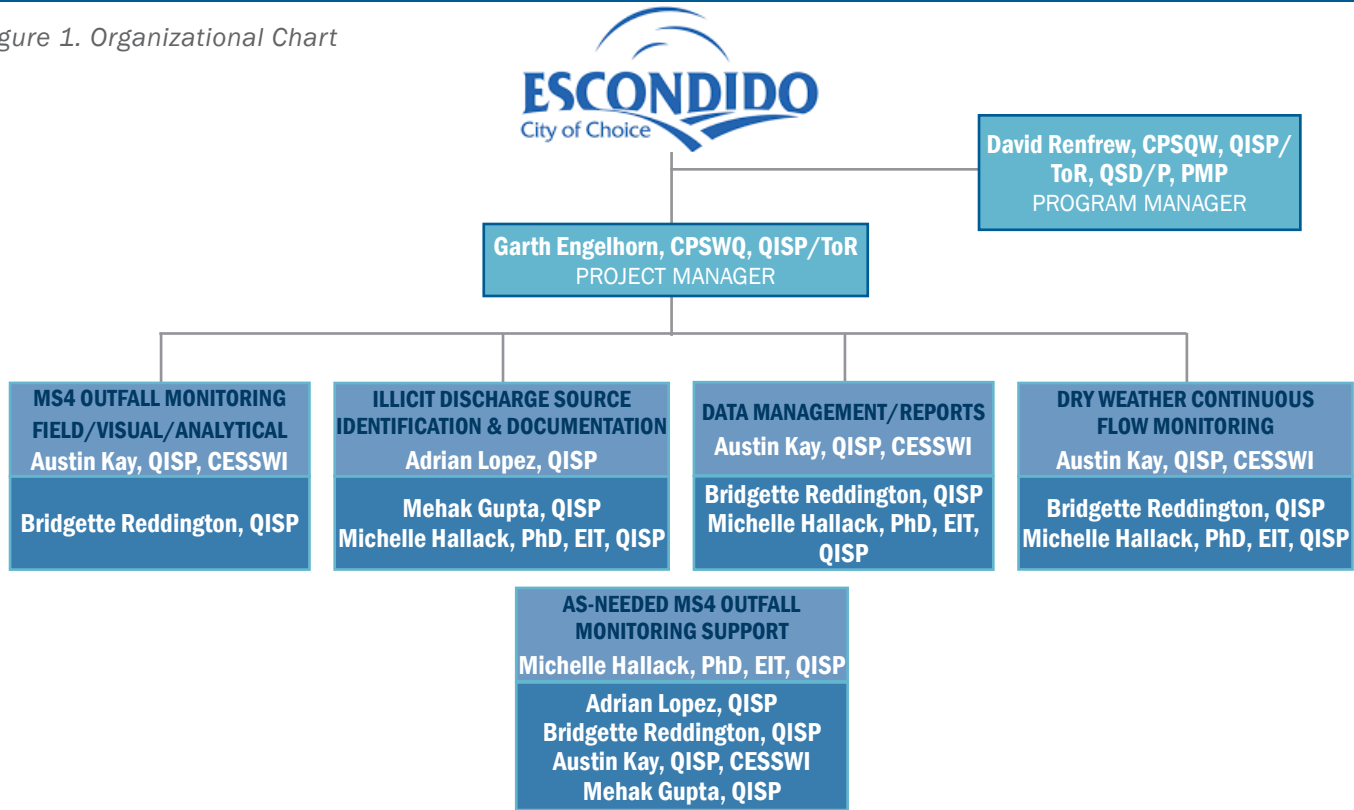
City of Escondido Dry Weather Storm Drain Outfall Monitoring Support			Task 1. Logistical Planning and Program Management		Task 2. MS4 Outfall Monitoring Field Work				Task 3. Illicit Discharge Source Identification and Documentation		Task 4. Data Management and Preparation of Report		Task 5. Continuous Flow Monitoring (Summer of 2021 only)		Task 6. As-Needed MS4 Outfall Monitoring Support		Totals
Individual Name	Title	Hourly Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Dave Renfrew	Project Principal	\$ 180.00	2	\$ 360.00		\$ -		\$ -		\$ -	2	\$ 360.00		\$ -			\$ 720.00
Garth Engelhorn	Senior Project Manager	\$ 170.00	12	\$ 2,040.00	6	\$ 1,020.00	4	\$ 680.00	4	\$ 680.00	8	\$ 1,360.00	10	\$ 1,700.00			\$ 7,480.00
Michelle Hallack	Project Engineer	\$ 130.00		\$ -		\$ -		\$ -	2	\$ 260.00	4	\$ 520.00	10	\$ 1,300.00			\$ 2,080.00
Adrian Lopez	Scientist II	\$ 120.00		\$ -		\$ -		\$ -	32	\$ 3,840.00		\$ -		\$ -			\$ 3,840.00
Austin Kay	Specialist III	\$ 100.00	4	\$ 400.00	52	\$ 5,200.00	12	\$ 1,200.00		\$ -	10	\$ 1,000.00	50	\$ 5,000.00			\$ 12,800.00
Mehak Gupta	Scientist I	\$ 80.00		\$ -		\$ -		\$ -	32	\$ 2,560.00		\$ -		\$ -			\$ 2,560.00
Nick Poser	Specialist I	\$ 80.00		\$ -	44	\$ 3,520.00	16	\$ 1,280.00		\$ -	8	\$ 640.00	50	\$ 4,000.00			\$ 9,440.00
Labor Fee Costs			18	\$ 2,800.00	102	\$ 9,740.00	32	\$ 3,160.00	70	\$ 7,340.00	32	\$ 3,880.00	120	\$ 12,000.00	0	\$ 6,500.00	\$ 45,420.00

ODCs	Notes	Unit Cost	units	Cost	units	Cost	units	Cost	units	Cost	units	Cost	units	Cost	units	Cost	Totals
Mileage	Standard IRS Rate	\$ 0.58	40	\$ 23.00	450	\$ 258.75	450	\$ 258.75	240	\$ 138.00			375	\$ 215.63			\$ 894.13
CAR WMA Analytical	\$/Sample	\$ 1,255.00		\$ -		\$ -	10	\$ 12,550.00		\$ -				\$ -			\$ 12,550.00
CAR WMA Analytical QA/QC	\$/Sample	\$ 1,255.00		\$ -		\$ -	2	\$ 2,510.00		\$ -				\$ -			\$ 2,510.00
SDR WMA Analytical	\$/Sample	\$ 997.00		\$ -		\$ -	2	\$ 1,994.00		\$ -				\$ -			\$ 1,994.00
SDR WMA Analytical QA/QC	\$/Sample	\$ 232.00		\$ -		\$ -	2	\$ 464.00		\$ -				\$ -			\$ 464.00
YSI Data Sonde	\$175/day	\$ 175.00		\$ -		\$ -	4	\$ 700.00		\$ -				\$ -			\$ 700.00
MS4 Flow System	\$325/month/unit	\$ 325.00		\$ -		\$ -		\$ -		\$ -			9	\$ 2,925.00			\$ 2,925.00
Confined Space Equipment	\$200/day	\$ 200.00		\$ -		\$ -		\$ -		\$ -			4	\$ 800.00			\$ 800.00
Fee on ODCs	0%	\$ -		\$ -		\$ -		\$ -		\$ -				\$ -			\$ -
ODCs Cost				\$ 23.00		\$ 258.75		\$ 18,476.75		\$ 138.00		\$ -		\$ 3,940.63		\$ -	\$ 22,837.13

	Task 1. Logistical Planning and Program Management	Task 2. MS4 Outfall Monitoring Field Work	Task 2B. Analytical Outfall Monitoring	Task 3. Illicit Discharge Source Identification and Documentation	Task 4. Data Management and Preparation of Report	Task 5. Continuous Flow Monitoring (Summer of 2021 only)	Task 6. As-Needed MS4 Outfall Monitoring Support	Total 2019-2020	Total 2020-2021	Total 2021-2022
Total Cost Estimate (Labor and ODCs)	\$ 2,823.00	\$ 9,998.75	\$ 21,636.75	\$ 7,478.00	\$ 3,880.00	\$ 15,940.63	\$ 6,500.00	\$ 52,316.50	\$ 68,257.13	\$ 52,316.50

ATTACHMENT B

Figure 1. Organizational Chart



Key personnel are committed to perform the required tasks throughout the duration of the contract and no staff substitutions will occur without prior City approval. Resumes for all staff shown on the organizational chart are included at the end of the proposal as an attachment. The table below summarizes personnel qualifications.

Table 1. Personnel Qualifications Table

Personnel	Certifications/ Training	Years of Experience	Education
Garth Engelhorn	CPSWQ, QISP/ToR, Wetland Delineator	17	BS, Earth Science/Geology (Emphasis in Geophysics) University of California, San Diego
David Renfrew	PMP, CPSWQ, QSD/ QSP, QISP/ToR	23	BS, Geological Sciences (Emphasis in Hydrogeology), San Diego State University Graduate Studies, Hydrogeology-Multiphase Flow, Environmental Fate of Organic Contaminants
Austin Kay	QISP, CESSWI	3	BS, Environmental Science, California Lutheran University
Bridgette Reddington	QISP	1.5	BS, Environmental Science, University of San Diego
Michelle Hallack	EIT, QISP, PhD	19	PhD, Environmental Sciences, University of Baja California MS, Civil Engineering (Water Resources emphasis), Michigan Technological University BS, Civil Engineering, University of Sonora
Mehak Gupta	QISP	2	MS, Environmental/Environmental Health Engineering, University of California, Irvine BTech, Biotechnology, SRM University, India
Adrian Lopez	QISP	6	BS, Civil Engineering, Carnegie Mellon University BS, Engineering & Public Policy, Carnegie Mellon University

CITY COUNCIL STAFF REPORT

Consent Item No. 6

August 12, 2020

File No. 0480-40

SUBJECT: Establishing the Property Tax Rate and Fixed Charge Assessments for General Obligation Bonded Indebtedness

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2020-87 to establish the property tax rate and fixed charge assessments for bonded indebtedness for Fiscal Year 2020-21.

FISCAL ANALYSIS:

A total of \$4,804,000 will be needed for the annual debt service payments for the General Obligation Bonds. This represents \$1,319,500 due in March 2021 and \$3,484,500 due in September 2021.

PREVIOUS ACTION:

The City Council certified the results of the November 2, 2004, election approving Proposition P on December 1, 2004. On July 12, 2006, the City Council authorized the issuance and sale of the General Obligation Bonds. The Bonds provided financing for the construction of three new fire stations, a replacement of Fire Station 1, and a combined Police and Fire Headquarters Facility.

The City of Escondido General Obligation Bonds, Election of 2004, Series A (Fire, Police, and Emergency Response Measure) were sold on August 1, 2006, and subsequent to the April 22, 2015, adoption of Resolution No. 2015-60R, authorizing the sale and issuance of the City of Escondido General Obligation Refunding Bonds Series 2015, were redeemed in their entirety. The General Obligation Refunding Bonds Series 2015 were issued on June 9, 2015.

BACKGROUND:

General Obligation Bonds are secured by the legal obligation to levy an ad valorem property tax upon taxable property within the City in an amount sufficient to pay the yearly debt service (principal and interest) payment. The debt service payment for March 2021 is \$1,319,500 and the debt service payment for September 2021 is \$3,484,500. The City is required to set a tax rate to meet these financial obligations. The assessed value for property in Escondido is used as the basis for applying the levy to taxable properties.

Property Tax Rate for General Obligation Bonds
 August 12, 2020
 Page 2

The starting point for calculating the property tax levy is the current year taxable assessed value. To this assessed value amount, a delinquency factor is applied. The City's Fiscal Year 2019-20 actual delinquency rates for secured and unsecured property were 1.39 percent and 1.25 percent, respectively, and the five-year average delinquency rates were .95 percent and 1.69 percent.

For Fiscal Year 2020-21, the City has used a 3 percent delinquency factor in calculating the property tax rate for both secured and unsecured property. This rate is an increase from the prior year factor, taking into account the last fiscal year of increasing delinquency rates while still providing a conservative provision for estimated Fiscal Year 2020-21 delinquencies. The delinquency factors used in calculation of the property tax rate for the past five tax years 2015-16 to 2019-20 were 2.5 percent, 2.5 percent, 3.5 percent, 2.5 percent, and 2.5 percent, respectively.

The County of San Diego has provided to the City the estimated 2020-21 Fiscal Year assessed valuations to be used for the tax rate computation. A two-year comparison of the City's secured and unsecured assessed valuations, as adjusted by the applicable annual delinquency factor, is shown below. The net collectible assessed valuations increased by approximately 5.1 percent. This increase in net collectible assessed value will cause a decrease in the calculated property tax rate for fiscal year 2020-21.

Description	FY 2019-20	FY 2020-21	% Increase (Decrease) in Valuation
Secured Assessed Valuation	\$16,336,228,727.00	\$17,253,142,377.00	
Less Delinquency Factor	(408,405,718.18)	(517,594,271.31)	
Net Collectible Secured	15,927,823,008.83	16,735,548,105.69	5.07%
Unsecured Assessed Valuation	539,823,526.00	583,387,537.00	
Less Delinquency Factor	(13,495,588.15)	(17,501,626.11)	
Net Collectible Unsecured	526,327,937.85	565,885,910.89	7.51%
TOTAL ALL NET COLLECTIBLE	\$16,454,150,946.68	\$17,301,434,016.58	5.14%

The property tax rate calculation takes into account any additional financial resources in the Debt Service Fund that may be used to reduce the amount of tax levy needed, including investment interest received, fund balance, penalties and interest received on delinquent property tax receipts, and other miscellaneous taxable revenue.

In order to collect the required debt service, the property tax rate will be set at 0.02304 per \$100 of assessed value. This represents \$23.04 per \$100,000 of assessed value, resulting in a decrease of \$0.79 when compared to last year's property tax rate of \$23.83.

During the November 2, 2004 election, the ballot measure provided to the citizens of Escondido estimated that the average annual tax rate over the life of the bonds would be \$33.44 for \$100,000 of assessed valuation for single family homes, based on a 3 percent annual growth rate in secured assessed valuations.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christina Holmes, Director of Finance
8/5/20 2:58 p.m.

ATTACHMENTS:

1. Resolution No. 2020-87
2. Resolution No. 2020-87 – Exhibit A Certificate and Calculation of Property Tax Rate for 2020-21

RESOLUTION NO. 2020-87

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ESTABLISHING THE PROPERTY TAX RATE
AND FIXED CHARGE ASSESSMENTS FOR
BONDED INDEBTEDNESS FOR FISCAL
YEAR 2020-21

WHEREAS, the City Council of the City of Escondido desires to establish the rate of property tax required to generate an amount of revenue from the tax base to provide sufficient moneys to pay debt service on the voter approved bonded indebtedness payable during the fiscal year ending June 30, 2021; and

WHEREAS, the total net taxable secured assessed valuation of the City of Escondido is now estimated at \$17,253,142,377 full value; and

WHEREAS, the total net taxable unsecured assessed valuation of the City of Escondido is now estimated at \$583,387,537 full value.

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

1. That the above recitations are true.
2. That the property tax rate within the City for the City of Escondido General Obligation Refunding Bonds, Series 2015 (Fire, Police, and Emergency Response Measure) for the fiscal year ending June 30, 2020, be and hereby is established at \$0.02304 per \$100 assessed value.

3. That the City Manager and the Deputy City Manager/Administrative Services are each hereby directed and authorized to take any and all actions necessary to ensure that such property tax rate is enrolled with the County of San Diego Auditor and Controller, including, but not limited to, filing the Tax Amount Rate Certificate attached hereto as Exhibit "A" and is incorporated by this reference.

\$61,520,000
CITY OF ESCONDIDO
San Diego County, California
General Obligation Refunding Bonds, Series 2015
(Fire, Police and Emergency Response Measure)

I, Christina Holmes, hereby certify that I am the Finance Director of the City of Escondido (the "City"), and as such I am authorized to execute this certificate on behalf of the City.

I hereby further certify that in connection with the City's \$61,520,000 General Obligation Refunding Bonds, Series 2015 (Fire, Police and Emergency Response Measure), the City Council has adopted the attached Resolution No. 2020-87 establishing the tax rate and fixed charge assessments for bonded indebtedness for 2020-21 and attached herewith is the summary for the calculation of the property tax rate for 2020-21.

IN WITNESS WHEREOF, I hereunto set my hand this 15th day of July, 2020.

CITY OF ESCONDIDO

By:

Christina Holmes, Director of Finance

**City of Escondido
 General Obligation Refunding Bonds, Series 2015
 Calculation of Debt Service Requirements
 Fiscal Year 2020-21**

Description	Delinquency Rate at 3.00%	FY 20-21 Tax Rate Calculation
Resources Required:		
FY 20-21 Debt Service Payments:		
March 2021	\$ 1,319,500.00	
September 2021	3,484,500.00	
Total Required		\$ 4,804,000.00
Resources Available:		
Cash as of June 30, 2020	4,209,610.80	
Debt Service Payment, September 2020	(3,436,125.00)	
Payment of Trustee Fees	(1,000.00)	
Consultant Fees	(3,050.00)	
Remaining Cash Resources after next Debt Service Payment	769,435.80	
FY 19-20 Property Tax Revenue Apportionment #13, not yet recorded in G/L	44,132.76	
Total Resources Available for FY 20-21 Debt Service Payments		813,568.56
		3,990,431.44
Net FY 20-21 Tax Revenues needed for Debt Service Requirement		
Unsecured Calculation:		
FY 20-21 Taxable Unsecured Assessed Valuation for the City - without Homeowners Exemptions	583,387,537.00	
Delinquency Factor	(17,501,626.11)	
Estimated Net Collectible Unsecured Assessed Valuation	565,885,910.89	
FY 19-20 Tax Rate Per \$100 of Net Assessed Value	0.023830	
Total Unsecured times Tax Rate divided by \$100		134,850.61
		\$ 3,855,580.83
Total Remaining FY 20-21 Debt Service Coverage Requirement to be Levied against Secured Property		
Secured Calculation:		
FY 20-21 Taxable Secured Assessed Valuation for the City - without Homeowners Exemptions	17,253,142,377.00	
Delinquency Factor	(517,594,271.31)	
Estimated Net Collectible Secured Assessed Valuation	16,735,548,105.69	
Net FY 20-21 Collectible Taxable Secured Assessed Valuation divided by \$100		\$167,355,481.06
		0.02304
FY 20-21 Tax Rate per \$100 of Net Assessed Value		0.02304

CITY COUNCIL STAFF REPORT

Consent Item No. 7

August 12, 2020

File No. 0600-10, A-3297

SUBJECT: Notice of Completion for the El Norte Parkway Street Widening Project

DEPARTMENT: Engineering Services

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2020-109 authorizing the City Engineer to file a Notice of Completion (“NOC”) for the El Norte Parkway Street Widening Project (“Project”).

FISCAL ANALYSIS:

The Project is funded through Traffic Impact Fees, TransNet funds, and an Active Transportation Grant. To date, staff has approved twenty-one change orders totaling \$176,877.13 to address street and sidewalk repairs, conflicts with existing utilities and subsurface improvements, bridge upgrades to updated standards, and additional conduit supports to meet future demands. Staff is actively working with the contractor to negotiate and finalize six (6) additional change order requests.

PREVIOUS ACTION:

On June 5, 2019, the City Council adopted Resolution No. 2019-78, authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with Hazard Construction Company (“Contractor”), the lowest responsible bidder, for the amount of \$2,894,844 for construction of the Project.

BACKGROUND:

This Project removed a bottleneck over the Escondido Creek to provide two (2) lanes of traffic in each direction, added bike lanes in accordance with the City’s Bicycle Master Plan, and installed a pedestrian signal at the bridge. Key features of this project include construction of a new bridge, stamped medians with landscaping, reconfigured traffic signals, a pedestrian signal to aide pedestrians and cyclists using the Escondido Creek trail cross El Norte Parkway, and a lighted trailhead sign. These street improvements extended between El Norte Hills Place and East Valley Parkway.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services

8/5/20 3:02 p.m.

ATTACHMENTS:

1. Resolution No. 2020-109

RESOLUTION NO. 2020-109

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE CITY ENGINEER, ON
BEHALF OF THE CITY, TO FILE A NOTICE OF
COMPLETION FOR THE EL NORTE
PARKWAY STREET WIDENING PROJECT

WHEREAS, on June 5, 2019, the City Council adopted Resolution No 2019-78, authorizing execution of the Public Improvement Agreement for the construction of the El Norte Parkway Street Widening Project (“Project”) in the amount of \$2,894,844; and

WHEREAS, the construction for the El Norte Parkway Street Widening Project was completed by Hazard Construction Company; and

WHEREAS, the City of Escondido (“City”) staff and the City Engineer deems the filing of the Notice of Completion (“NOC”) to be valid and recommends approval; and

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

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 City Engineer.
3. That the City Council hereby approves the request to file a NOC for the El Norte Parkway Street Widening Project.

CITY COUNCIL STAFF REPORT

Consent Item No. 8

August 12, 2020

File No. 0600-10, A-3306

SUBJECT: Notice of Completion for the 2019 Street Rehabilitation and Maintenance Project

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2020-110 to approve and accept the improvements and authorize the City Engineer to file a Notice of Completion (“NOC”) for the 2019 Street Rehabilitation and Maintenance Project (“Project”).

FISCAL ANALYSIS:

The Annual Pavement Management Project is included in the FY 19-20 CIP budget and is funded with Gas Tax, TransNet, and Road Maintenance and Rehabilitation Account (“RMRA”) funds. The City Council authorized \$199,153.15 in added work. To date, staff has approved changes to contract work totaling \$160,874.36 to complete additional street resurfacing, concrete replacement, and tree removal and replacement within the Project area. Staff is actively working with the contractor to negotiate and finalize three (3) additional change order requests.

PREVIOUS ACTION:

On August 21, 2019, the City Council approved staff’s recommendation to reject all bids for the Project. The Project was revised to extend the duration of working days and make other payment item adjustments, designed to reduce the bid amount.

On October 23, 2019, the City Council adopted Resolution No. 2019-160, authorizing the Mayor and City Clerk to execute a Public Improvement Agreement (“Agreement”) with Eagle Paving Company, Inc., the lowest responsive and responsible bidder, in the amount of \$5,062,218 for construction of the Project.

On May 6, 2020, the City Council adopted Resolution No. 2020-58, authorizing a change order with Eagle Paving, Inc. in the amount of \$199,153.15 to complete additional work for the 2019 Street Rehabilitation and Maintenance Project (“Project”), with funding from the Utilities Fund and ADA Fund.

BACKGROUND:

The Project resurfaced seventy-one lane-miles of roadway, replaced 0.63 miles of damaged sidewalk, replaced or installed 2.5 miles of bike lanes, and replaced 88 trees that were damaging street

improvements. The zone of focus for residential streets was Zone W, which is the area north of Felicita Avenue, south of the 78, and west of Interstate 15. Substantial work was also completed on several major streets, including Ninth Avenue, Eleventh Avenue, Citracado Parkway, Eucalyptus Avenue, Hale Avenue, Hamilton Lane, Jesmond Dene Road, Kauana Loa Drive, East Valley Parkway, West Valley Parkway, and Via Rancho Parkway.

The City Council approved a change order to rehabilitate the Dixon Lake access road, to make repairs to damaged pavement from a water main break on Del Lago Boulevard at its intersection with Via Rancho Parkway, and to crack fill ADA parking spaces at the City Hall parking lot.

Since the budget for pavement maintenance was increased, six annual pavement maintenance projects have been completed. A total of 445-lane miles of pavement has been resurfaced, 40-miles of bike lanes have been replaced or installed, and 3.4-miles of sidewalk has been replaced. The Citywide overall Pavement Condition Index has improved by 16% from 55 to 64.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
8/5/20 3:02 p.m.

ATTACHMENTS:

1. Resolution No. 2020-110

RESOLUTION NO. 2020-110

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE CITY ENGINEER, ON
BEHALF OF THE CITY, TO FILE A NOTICE OF
COMPLETION FOR THE 2019 STREET
REHABILITATION AND MAINTENANCE
PROJECT

WHEREAS, on October 23, 2019, the City Council adopted Resolution No 2019-160, authorizing execution of the Public Improvement Agreement (“Agreement”) for the construction of the 2019 Street Rehabilitation and Maintenance Project (“Project”) in the amount of \$5,062,218; and

WHEREAS, the construction for the Project was completed by Eagle Paving Company, Inc.; and

WHEREAS, the City of Escondido (“City”) staff and the City Engineer deems the filing of the Notice of Completion (“NOC”) to be valid and recommends approval; and

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

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 City Engineer.
3. That the City Council hereby approves the request to file an NOC for the 2019 Street Rehabilitation and Maintenance Project.

CITY COUNCIL STAFF REPORT

Consent Item No. 9

August 12, 2020

File No. 0680-50

SUBJECT: Amendment to Escondido Municipal Code Section 6-488, Procedures for Abatement of Unlawful Conditions

DEPARTMENT: City Manager

RECOMMENDATION:

Introduce Ordinance No. 2020-18 to amend Escondido Municipal Code (“EMC”) Section 6-488 for the abatement of unlawful conditions to expedite correction of public nuisances.

FISCAL ANALYSIS:

None.

PREVIOUS ACTION:

The City Council revised EMC Section 6-488 in September 1998.

BACKGROUND:

The City of Escondido Property Maintenance Ordinance (“Ordinance”) authorizes City action to address conditions which are injurious and inimical to the public health, safety, and welfare of the residents of the City (EMC Section 6-481). The building official has the responsibility of administering and enforcing the Ordinance (EMC Section 6-483). The Ordinance authorizes the building official to abate conditions deemed public nuisances and provides an appeal process under EMC Section 6-488. The building official must issue a notice including an order to abate a public nuisance within 30 days of the date of service or if a permit is required an order to obtain such permit within 14 days of the date of service and abate within 30 days of obtaining the permit or within such time as the building official considers to be reasonable (EMC Section 6-488(a)(1)(iii)). An appeal of such notice and order is allowed within 10 calendar days of the notice and order to the planning commission, which would be set for a public hearing (EMC Section 6-488(c)(1)). The filing of an appeal immediately stays the action proposed in the notice and order until the planning commission has acted upon the appeal (EMC Section 6-488(c)(3)).

ANALYSIS:

The City has a right to provide procedures for the abatement of a public nuisance at the expense of the person who created it (Gov. Code Section 38773). The City’s current procedures divide the abatement process into two categories, those that require permits and those that do not. If a permit is required, then the process allows up to 44 days to abate the nuisance. Today, the filing of an appeal stops the abatement process until the planning commission/city council resolve the appeal.

Amendment to Escondido Municipal Code Section 6-488, Procedures for Abatement of Unlawful Conditions

August 12, 2020

Page 2

Notices and orders often have multiple violations, some take time, resources and permits to resolve, but others do not. Public nuisances that are dangerous to life or property should be immediately abated, i.e., storm damaged trees, fire hazards, and missing pool gates. The proposed changes authorize the building official to implement nuisance abatement based upon reasonable times, the complexity of the violation(s), and the need for prompt response. Approval of the proposed changes would enable the City to efficiently take prompt action when necessary. For those violations deemed dangerous to life or property, the proposed changes creates an expedited appeal process. Attachment 1 contains the strike-out version of the proposed changes and Attachment 2 contains the Post Adoption Version of EMC Section 6-488.

CONCLUSION:

Staff recommends amending the procedures for abatement of unlawful conditions as provided in Ordinance No. 2020-18.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

William Wolfe, Assistant City Manager

8/6/2020 12:15 p.m.

ATTACHMENTS:

1. Attachment 1 – Strikeout Version of EMC Section 6-488
2. Attachment 2 – Post Adoption Version of EMC Section 6-488
3. Ordinance No. 2020-18

STRIKE-OUT VERSION OF EMC SECTION 6-488

Sec. 6-488. Procedures for abatement of unlawful conditions.

(a) Notice and order ~~of building official~~. Whenever the building official or designee (“building official”) has inspected or caused to be inspected any property and has found and determined that conditions constituting a public nuisance exist thereon, the building official may use the procedures set forth in this section for the abatement of such nuisance.

(1) The building official shall issue a notice and order and mail a copy of such notice and order to the landowner and the person, if other than the landowner, occupying or otherwise in real or apparent charge and control of the property. The notice and order shall contain:

(i) The street address and a legal description sufficient for identification of the property on which the condition exists.

(ii) A statement that the building official has determined that a public nuisance is being maintained on the property with a brief description of the conditions which render the property a public nuisance.

(iii) An order to complete abatement of described conditions, ~~which conditions do not require a permit to correct, within thirty (30) days of the date of service of the notice and order, and for any work required for abatement of the described conditions, which would require a permit, to obtain such permit within fourteen (14) days of the date of the notice and order, and to further complete all abatement within thirty (30) days of obtaining the permit, or~~ within such time as the building official ~~or the building official's designee~~ considers to be reasonable, but in no event shall the total time allowed for abatement be more than sixty (60) days from the date of the notice and order. Provided that, in the event of work required due to fire, earthquake, or any other natural disaster, all appropriate permits shall be obtained and the work shall commence within sixty (60) days from the date of service of the notice and order, and shall be completed within one hundred eighty (180) days from the date of service of the notice and order.

(iv) A statement advising that the disposal of material involved in public nuisances shall be carried forth in a legal manner.

(v) A statement advising that if the required work is not commenced within the time specified, the building official will proceed to cause the work to be done, and bill the

ATTACHMENT 1

persons named in the notice for the abatement costs and/or assess the costs against the property.

(vi) A statement advising ~~that any person having any interest or record title in the property may appeal to the planning commission from the notice and order or any action of the building official or the building official's designee within ten (10) days from the date of service of the notice and order of the appeal process provided in this Section.~~

(vii) A statement advising that the notice and order will be recorded against the property in the office of the county recorder, unless the violation(s) are corrected.

(2) The notice and order, and any amended notice and order shall be mailed by certified mail, postage prepaid, to each person as required pursuant to the provisions of subsection (a) of this section at the address as it appears on the last equalized assessment roll of the county or as known to the building official. The address of owners shown on the assessment roll shall be conclusively deemed to be the proper address for the purpose of mailing such notice. The failure of the building official to make or attempt service on any person required in this section to be served shall not invalidate any proceedings hereunder as to any other person duly served. Service by mailing shall be effective on the date of mailing. The failure of any person entitled to receive such notice shall not affect the validity of any proceedings taken under this article.

(3) Proof of service of the notice and order shall be documented at the time of service by a declaration under penalty of perjury executed by the person effecting service, declaring the time and manner in which service was made.

(4) ~~At the time the notice and order is served~~If the violations are not corrected within a reasonable time, the building official shall file in the office of the county recorder a certificate legally describing the property and certifying that a public nuisance exists on the property and the owner has been so notified. The building official shall file a new certificate with the county recorder that the nuisance has been abated whenever the corrections ordered shall have been completed so that there no longer exists a public nuisance on the property described in the certificate; or the notice and order is rescinded by the planning commission upon appeal; or whenever the city abates the nuisance and the abatement costs have been paid. Such certificate shall be filed within five (5) working days of the date of completion of such corrections.

(b) Extension of time to perform work. Upon receipt of a written request from any person required to comply with the order, the building official may grant an extension of time within which to complete said abatement, if the building official determines that such an extension of time will not create or perpetuate a situation imminently dangerous

to life or property. The building official shall have the authority to place reasonable conditions on any such extensions.

(c) Appeal.

(1) Any person aggrieved by the action of the building official in issuing a notice and order pursuant to the provisions of this article may appeal to the planning commission within ten (10) calendar days of service of the notice and order.

Notwithstanding Section 6-491, if the building official's notice and order states a violation is dangerous to life or property and must be abated within seven (7) calendar days, then the appeal shall be filed with the City Manager within five (5) calendar days of service. If no appeal is filed within the time prescribed, the action of the building official will be final.

(2) All appeals must be in writing, and must be accompanied by a filing fee, which will be established by resolution of the city council. The appeal must state the decision from which the appeal is taken, and must contain a concise statement of the reasons for the appeal.

(3) Appeals must be filed with the city clerk. The filing of an appeal will immediately stay the action proposed in the notice and order, until the planning commission has acted upon the appeal. Violations deemed dangerous to life or property will be promptly resolved by the City Manager or designee ("City Manager") based upon the written appeal. The City Manager's decision shall be final.

(4) Within ten (10) calendar days of the decision of the planning commission, any individual member of the city council may request review of the decision of the planning commission. Such review must be requested in writing, and must be filed with the city clerk. There is no appeal fee payable upon a request for a review by a member of the city council.

(5) ~~Appealed decisions will be set for public hearing within a reasonable time~~Planning commission appeals will be placed on the next available agenda. The planning commission, by a majority vote, may approve, modify or disapprove the decision of the building official. The city council by a majority vote may approve, modify or disapprove the decision of the planning commission, by requesting a review pursuant to subsection (c)(4) of this section. (Ord. No. 85-44, § 1, 7-10-85; Ord. No. 88-28, § 1, 5-18-88; Ord. No. 96-29, § 1, 9-4-96; Ord. No. 98-17, § 1, 9-16-98)

POST ADOPTION VERSION OF EMC SECTION 6-488

Sec. 6-488. Procedures for abatement of unlawful conditions.

(a) Notice and order. Whenever the building official or designee ("building official") has inspected or caused to be inspected any property and has found and determined that conditions constituting a public nuisance exist thereon, the building official may use the procedures set forth in this section for the abatement of such nuisance.

(1) The building official shall issue a notice and order and mail a copy of such notice and order to the landowner and the person, if other than the landowner, occupying or otherwise in real or apparent charge and control of the property. The notice and order shall contain:

(i) The street address and a legal description sufficient for identification of the property on which the condition exists.

(ii) A statement that the building official has determined that a public nuisance is being maintained on the property with a brief description of the conditions which render the property a public nuisance.

(iii) An order to complete abatement of described conditions within such time as the building official considers to be reasonable, but in no event shall the total time allowed for abatement be more than sixty (60) days from the date of the notice and order. Provided that, in the event of work required due to fire, earthquake, or any other natural disaster, all appropriate permits shall be obtained and the work shall commence within sixty (60) days from the date of service of the notice and order, and shall be completed within one hundred eighty (180) days from the date of service of the notice and order.

(iv) A statement advising that the disposal of material involved in public nuisances shall be carried forth in a legal manner.

(v) A statement advising that if the required work is not commenced within the time specified, the building official will proceed to cause the work to be done, and bill the persons named in the notice for the abatement costs and/or assess the costs against the property.

(vi) A statement advising any person having any interest or record title in the property of the appeal process provided in this Section.

ATTACHMENT 2

(vii) A statement advising that the notice and order will be recorded against the property in the office of the county recorder, unless the violation(s) are corrected.

(2) The notice and order, and any amended notice and order shall be mailed by certified mail, postage prepaid, to each person as required pursuant to the provisions of subsection (a) of this section at the address as it appears on the last equalized assessment roll of the county or as known to the building official. The address of owners shown on the assessment roll shall be conclusively deemed to be the proper address for the purpose of mailing such notice. The failure of the building official to make or attempt service on any person required in this section to be served shall not invalidate any proceedings hereunder as to any other person duly served. Service by mailing shall be effective on the date of mailing. The failure of any person entitled to receive such notice shall not affect the validity of any proceedings taken under this article.

(3) Proof of service of the notice and order shall be documented at the time of service by a declaration under penalty of perjury executed by the person effecting service, declaring the time and manner in which service was made.

(4) If the violations are not corrected within a reasonable time, the building official shall file in the office of the county recorder a certificate legally describing the property and certifying that a public nuisance exists on the property and the owner has been so notified. The building official shall file a new certificate with the county recorder that the nuisance has been abated whenever the corrections ordered shall have been completed so that there no longer exists a public nuisance on the property described in the certificate; or the notice and order is rescinded by the planning commission upon appeal; or whenever the city abates the nuisance and the abatement costs have been paid. Such certificate shall be filed within five (5) working days of the date of completion of such corrections.

(b) Extension of time to perform work. Upon receipt of a written request from any person required to comply with the order, the building official may grant an extension of time within which to complete said abatement, if the building official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The building official shall have the authority to place reasonable conditions on any such extensions.

(c) Appeal.

(1) Any person aggrieved by the action of the building official in issuing a notice and order pursuant to the provisions of this article may appeal to the planning commission within ten (10) calendar days of service of the notice and order. Notwithstanding Section 6-491, if the building official's notice and order states a

ATTACHMENT 2

violation is dangerous to life or property and must be abated within seven (7) calendar days, then the appeal shall be filed with the City Manager within five (5) calendar days of service. If no appeal is filed within the time prescribed, the action of the building official will be final.

(2) All appeals must be in writing, and must be accompanied by a filing fee, which will be established by resolution of the city council. The appeal must state the decision from which the appeal is taken, and must contain a concise statement of the reasons for the appeal.

(3) Appeals must be filed with the city clerk. The filing of an appeal will immediately stay the action proposed in the notice and order, until the planning commission has acted upon the appeal. Violations deemed dangerous to life or property will be promptly resolved by the City Manager or designee ("City Manager") based upon the written appeal. The City Manager's decision shall be final.

(4) Within ten (10) calendar days of the decision of the planning commission, any individual member of the city council may request review of the decision of the planning commission. Such review must be requested in writing, and must be filed with the city clerk. There is no appeal fee payable upon a request for a review by a member of the city council.

(5) Planning commission appeals will be placed on the next available agenda. The planning commission, by a majority vote, may approve, modify or disapprove the decision of the building official. The city council by a majority vote may approve, modify or disapprove the decision of the planning commission, by requesting a review pursuant to subsection (c)(4) of this section. (Ord. No. 85-44, § 1, 7-10-85; Ord. No. 88-28, § 1, 5-18-88; Ord. No. 96-29, § 1, 9-4-96; Ord. No. 98-17, § 1, 9-16-98).

ORDINANCE NO. 2020-18

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE PROCEDURES FOR THE
ABATEMENT OF UNLAWFUL CONDITIONS

WHEREAS, the City of Escondido (“City”) codified the procedures for abatement of unlawful conditions under Escondido Municipal Code (“EMC”) Section 6-488; and

WHEREAS, the City Council last revised EMC Section 6-488 on September 16, 1998; and

WHEREAS, EMC Section 6-488 sets out the procedures for abatement of conditions which are injurious and inimical to the public health, safety, and welfare of the residents of the City; and

WHEREAS, the current abatement procedures result in delays when hazardous conditions demand prompt action; and

WHEREAS, the purpose of this Ordinance is to expedite the abatement process.

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

SECTION 1. EMC Section 6-488, subsection (a) is repealed and replaced as follows:

(a) Notice and order. Whenever the building official or designee (“building official”) has inspected or caused to be inspected any property and has found and determined that conditions constituting a public nuisance exist thereon, the building

official may use the procedures set forth in this section for the abatement of such nuisance.

SECTION 2. EMC Section 6-488, subsection (a)(1)(iii) is repealed and replaced as follows:

(iii) An order to complete abatement of described conditions within such time as the building official considers to be reasonable, but in no event shall the total time allowed for abatement be more than sixty (60) days from the date of the notice and order. Provided that, in the event of work required due to fire, earthquake, or any other natural disaster, all appropriate permits shall be obtained and the work shall commence within sixty (60) days from the date of service of the notice and order, and shall be completed within one hundred eighty (180) days from the date of service of the notice and order.

SECTION 3. EMC Section 6-488, subsection (a)(1)(vi)-(vii) is repealed and replaced as follows:

(vi) A statement advising any person having any interest or record title in the property of the appeal process provided in this Section.

(vii) A statement advising that the notice and order will be recorded against the property in the office of the county recorder, unless the violation(s) are corrected.

SECTION 4. EMC Section 6-488, subsection (a)(4) is repealed and replaced as follows:

(4) If the violations are not corrected within a reasonable time, the building official shall file in the office of the county recorder a certificate legally describing the property and certifying that a public nuisance exists on the property and the owner has been so notified. The building official shall file a new certificate with the county recorder that the nuisance has been abated whenever the corrections ordered shall have been completed so that there no longer exists a public nuisance on the property described in the certificate; or the notice and order is rescinded by the planning commission upon appeal; or whenever the city abates the nuisance and the abatement costs have been paid. Such certificate shall be filed within five (5) working days of the date of completion of such corrections.

SECTION 5. EMC Section 6-488, subsection (c)(1) is repealed and replaced as follows:

(1) Any person aggrieved by the action of the building official in issuing a notice and order pursuant to the provisions of this article may appeal to the planning commission within ten (10) calendar days of service of the notice and order. Notwithstanding Section 6-491, if the building official's notice and order states a violation is dangerous to life or property and must be abated within seven (7) calendar days, then the appeal shall be filed with the City Manager within five (5) calendar days of service. If no appeal is filed within the time prescribed, the action of the building official will be final.

SECTION 6. EMC Section 6-488, subsection (c)(3) is repealed and replaced as follows:

(3) Appeals must be filed with the city clerk. The filing of an appeal will immediately stay the action proposed in the notice and order, until the planning commission has acted upon the appeal. Violations deemed dangerous to life or property will be promptly resolved by the City Manager or designee ("City Manager") based upon the written appeal. The City Manager's decision shall be final.

SECTION 7. EMC Section 6-488, subsection (c)(5) is repealed and replaced as follows:

(5) Planning commission appeals will be placed on the next available agenda. The planning commission, by a majority vote, may approve, modify or disapprove the decision of the building official. The city council by a majority vote may approve, modify or disapprove the decision of the planning commission, by requesting a review pursuant to subsection (c)(4) of this section.

SECTION 8. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 9. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 10. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15

days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

ORDINANCE NO. 2020-15

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO,
CALIFORNIA, AMENDING THE DOWNTOWN
SPECIFIC PLAN CODE PERTAINING TO
WEDDINGS AND RECEPTIONS

Planning Case No.: PHG 19-0001

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

SECTION 1. The project applicant, Mr. John Korelich, representing the owner Ms. Kristie Rocco, has applied for an amendment to the Downtown Specific Plan to change the land use allowances for weddings and receptions within the Southern Gateway District of the Downtown Specific Plan.

SECTION 2. The Planning Division of the Community Development Department completed its review of the project and scheduled a public hearing regarding the application before the Planning Commission on May 26, 2020. Following the public hearing on May 26, 2020, the Planning Commission adopted Resolution No. 2020-05, which recommended that the City Council, among other things, approve the project's proposed Specific Plan amendment.

SECTION 3. That proper notices of a public hearing have been given and public hearings have been held before the Planning Commission and City Council on this issue.

SECTION 4. The City Council has duly reviewed and considered all evidence submitted at said hearings, including, without limitation:

- a. Written information;
- b. Oral testimony from City staff, interested parties, and the public;

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

ORDINANCE NO. 2020-14

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING ARTICLE 61 (ADMINISTRATION
AND ENFORCEMENT), AND ARTICLE
66 (SIGN ORDINANCE) OF THE
ESCONDIDO ZONING CODE TO
MODIFY SIGN STANDARDS FOR CAR
WASH FACILITIES

APPLICANT: Mark Watson, The Namou Group
PLANNING CASE NO.: AZ 20-0003

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

SECTION 1. That Mark Watson of The Namou Group (“Applicant”) filed an application to amend the City of Escondido Zoning Code, in order to allow menu signs at car wash facilities with approval of a sign permit, and to allow directional signs exceeding two (2) square feet in area and three (3) feet in height at car wash facilities with Zoning Administrator approval of a Comprehensive Sign Program.

SECTION 2. That pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 et seq.), and the State CEQA Guidelines (Title 14 of the California Code of Regulations Section 15000 et. seq.), the City is the lead agency for the Project, as the public agency with the principal responsibility for approving the proposed Project; and

SECTION 3. That the Planning Division did study said request and does recommend approval of the Project. The Planning Division of the Community Development Department scheduled a public hearing regarding the application before the Planning Commission on May 26, 2020. Following the public hearing, the Planning

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

ORDINANCE NO. 2020-17

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING ARTICLES 1,5 AND 6 OF CHAPTER
10 OF THE ESCONDIDO MUNICIPAL CODE
RELATED TO THE PROCUREMENT OF
GOODS, SERVICES, AND PUBLIC PROJECTS

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

SECTION 1. That Articles 1, 5 and 6 of Chapter 10 of the Escondido Municipal Code are amended as set forth in Exhibit "A" to this Ordinance and incorporated herein by this reference as though fully set forth herein.

SECTION 2. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 3. That as of the effective date of this Ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. 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 prepared 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 County and circulated in the City of Escondido.

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

CITY COUNCIL STAFF REPORT

Current Business Item No. 13

August 12, 2020

File No. 0610-55

SUBJECT: Designation of Voting Delegate for the League of California Cities Annual Conference

DEPARTMENT: City Clerk's Office

RECOMMENDATION:

It is requested that the City Council designate the voting delegate and up to two alternates for the League of California Cities Annual Virtual Conference on October 7-9, 2020.

FISCAL ANALYSIS:

The cost to attend this conference is included in the City Council's Training/Meeting budget.

BACKGROUND:

The League's 2020 Annual Virtual Conference is scheduled for October 7-9, 2020. At the Annual Business Meeting the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Zack Beck, City Clerk

8/5/20 3:31 p.m.

CITY COUNCIL STAFF REPORT

Current Business Item No. 14

August 12, 2020

File No. 0600-10, A-3292

SUBJECT: Second Amendment to the Design Build Agreement for the Membrane Filtration Reverse Osmosis Facility Project

DEPARTMENT: Utilities Department, Construction and Engineering Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2020-106, authorizing the award of the Second Amendment to the Design Build Agreement for the Membrane Filtration Reverse Osmosis ("MFRO") Facility in an amount not to exceed \$7,725,118 to Filanc Brown & Caldwell Joint Venture.

FISCAL ANALYSIS:

Funding for this Second Amendment is available in CIP Fund #801508 RW Easterly Ag MFRO. The City of Escondido ("City") was recently awarded an additional \$3,069,303 from the Bureau of Reclamation, resulting in a total Title XVI grant award of \$7,953,303 for the MFRO project. These grant funds are included in the available CIP Fund #801508 balance.

PREVIOUS ACTION:

On April 3, 2019, the City Council adopted Resolution No. 2019-50, authorizing the award of a Design Build Agreement for the MFRO Facility in an initial amount of \$2,716,068 to Filanc Brown & Caldwell Joint Venture, a joint-venture consisting of J.R. Filanc Construction Company, Inc. and Brown and Caldwell. The City Council also approved a budget adjustment in the amount of \$3,000,000.

On November 6, 2019, the City Council adopted Resolution No. 2019-147, authorizing the award of a First Amendment to the Design Build Agreement for the MFRO Facility in an amount of \$489,100 to Filanc Brown & Caldwell Joint Venture. The City Council also approved a budget adjustment in the amount of \$500,000.

BACKGROUND:

The MFRO Facility will treat a portion of the City's existing recycled water supply using membrane filtration ("MF") and reverse osmosis ("RO") technologies. The blended water from the MFRO process will have a salt concentration appropriate for agricultural irrigation. In addition to producing additional water supply for irrigation, the MFRO will also allow the City to direct water away from the Hale Avenue Resource Recovery Facility ("HARRF") ocean outfall during storm events. The outfall has limited capacity to convey all water during a severe storm. By constructing the MFRO, the City avoids the cost of upsizing the outfall pipeline, saving the City's wastewater ratepayers hundreds of millions of dollars in CIP costs.

The MFRO Facility will be constructed at 901 W. Washington Avenue, west of N. Spruce Street. The MFRO Facility Project includes three major components: an MFRO facility and associated equipment; a one-mile product water pipeline to be installed in Washington Avenue from the proposed MFRO location to Waverly Place; and the Intermediate Booster Pump Station ("IBPS") to be located at Mountain View Park. All project components are currently 60% designed.

The proposed amendment will advance progress on all three project components by:

- Developing 90% plans for all project components;
- Preparing final MFRO civil site plans, including grading and subsurface utilities for the MFRO site to support the grading permit process;
- Obtaining a grading permit for the MFRO site; and
- Setting aside funding for permitting fees and additional services that may be needed as the design moves forward, such as potholing, surveying, geotechnical, and architectural.

The proposed amendment will additionally advance progress on the product-water pipeline by:

- Developing final design documents;
- Obtaining Caltrans and City encroachment permits;
- Funding engineering services during construction; and
- Setting a Guaranteed Maximum Price ("GMP") and authorizing construction of the product-water pipeline.

Staff anticipate bringing an amendment with a GMP for the MFRO and IBPS to City Council for approval later this year. The GMP of the product-water pipeline is being accelerated to allow the design-build contractor to complete pipeline construction before the end of Calendar Year 2020. Expediting construction of the product-water pipeline will avoid conflicts between this project and an upcoming Caltrans paving project along SR-78. This potential conflict became known during the environmental review process for the current MFRO site when Caltrans informed the City of its intent to begin the paving project by late-December 2020. City staff worked with Filanc Brown & Caldwell Joint Venture team to develop the separate GMP solely for the product water pipeline, and in advance of the GMP for other project components, to meet this deadline.



Proposed MFRO Product Water Pipeline

The GMP for the product-water pipeline (\$5.1 million) being considered with this item is part of the overall GMP that is estimated to be about \$60 million. The GMP for the remaining project components (the MFRO and the IBPS) includes the majority of the construction cost of the project. Funding for the overall project that has been identified to date includes:

Integrated Regional Water Management (IRWM) Grant	\$2.0 million
Bureau of Reclamation Title XVI Grants	\$8.0 million
SRF Loan and CA Proposition 1 Grant	\$45.0 million (pending)
Wastewater Fund CIP Reserves	\$5.0 million
TOTAL	\$60.0 million

Of these sources, the IRWM Grant and the Title XVI Grants will be used, in part, to fund construction of the product-water pipeline. The remaining IRWM Grant and the Title XVI Grants will be used along with the SRF Loans / Prop.1 Grants to fund the complete design of the MFRO and IBPS, as well as the construction of these components once the final GMP is approved by the City Council later this year.

MFRO Design Build Agreement Second Amendment
August 12, 2020
Page 4

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Director of Utilities
8/5/20 3:11 p.m.

ATTACHMENTS:

1. Resolution No. 2020-106
2. Resolution No. 2020-106 - Exhibit "1" – Second Amendment to the Design Build Agreement for the Membrane Filtration Reverse Osmosis Facility for Agriculture

RESOLUTION NO. 2020-106

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, THE SECOND AMENDMENT TO THE DESIGN BUILD AGREEMENT WITH FILANC BROWN & CALDWELL JOINT VENTURE FOR DESIGN BUILD SERVICES FOR THE MEMBRANE FILTRATION REVERSE OSMOSIS FACILITY FOR AGRICULTURE

WHEREAS, the Escondido City Council authorized a Design Build Agreement with Filanc Brown & Caldwell Joint Venture (“Contractor”) for the design and construction of the Membrane Filtration Reverse Osmosis Facility for Agriculture (“Project”); and

WHEREAS, the Escondido City Council authorized a First Amendment to the Design Build Agreement on November 6, 2019; and

WHEREAS, the City of Escondido (“City”) desires to progress the design of all components of the MFRO Facility Project to a 90% level; and

WHEREAS, the City desires to finish the design and construction of the product water pipeline in Washington Avenue and Waverly; and

WHEREAS, Contractor has the expertise and knowledge to provide the best value for the additional services; and

WHEREAS, City staff have completed negotiations with Contractor for additional work on the Project and the Director of Utilities recommends that the Second Amendment to the Design Build Agreement (“Second Amendment”) be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Second Amendment, in the total amount not to exceed \$7,725,118.

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 regarding the Second Amendment.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, the Second Amendment with Contractor in substantially similar form as set forth in Exhibit "1," which is attached to this Resolution and incorporated by this reference, subject to approval as to form by the City Attorney.



CITY OF ESCONDIDO
SECOND AMENDMENT TO DESIGN BUILD AGREEMENT
FOR THE MEMBRANE FILTRATION REVERSE OSMOSIS FACILITY

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

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

And: Filanc Brown & Caldwell Joint Venture
 740 N. Andreasen Drive
 Escondido, CA 92029
 Attn: Gary Silverman
 760-941-7130
 ("CONTRACTOR")

Witness that whereas:

- A. CITY and CONTRACTOR entered into an agreement on June 17, 2019 ("Agreement"), wherein CITY retained CONTRACTOR to provide services for the design and construction of the Membrane Filtration Reverse Osmosis Facility; and

- B. CITY and CONTRACTOR entered into a First Amendment to the Agreement on November 26, 2019, to provide additional services for the design of the Membrane Filtration Reverse Osmosis Facility; and

- C. CITY and CONTRACTOR desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Second Amendment, which is incorporated by reference;

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

1. The CONTRACTOR shall furnish the services and accomplish the tasks as described in "Attachment A" to this Second Amendment.
2. CITY will compensate the CONTRACTOR in an additional total amount not to exceed \$7,725,118.00, pursuant to the conditions contained in "Attachment A" to this Second Amendment.
3. All additional terms under the Agreement and First Amendment between CITY and CONTRACTOR still apply to the additional work to be performed by CONTRACTOR under this Second Amendment. If any of the terms of this Second Amendment conflict with the Agreement or First Amendment, this Second Amendment must prevail.

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

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

Date: _____

FILANC BROWN & CALDWELL JOINT VENTURE

Wade Vaughn, Managing Director

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"

The City of Escondido ("City") and Filanc Brown & Caldwell Joint Venture ("Contractor") entered into a Design Build Agreement for the design and construction of the Membrane Filtration Reverse Osmosis Facility ("Project") (the "Agreement"). The Parties desire to amend the Agreement with this Second Amendment as follows:

A. Preconstruction Phase 2 Services.

The Contractor shall furnish the Preconstruction Phase 2 services and accomplish the scope of work described in the attached "Attachment A.1", which is incorporated by reference. The total price for this scope of work is **\$2,619,934.00**; where the fee will be invoiced on both a lump sum and time and materials basis as specified in Attachment A.1.

B. Construction Phase Services.

The Contractor shall furnish the Construction Phase Services and accomplish the scope of work described in attached "Attachment A.2", which is incorporated by reference. The Estimated Guaranteed Maximum Price ("Construction GMP No. 1") for this scope of work is **\$5,105,184.00**.

1. The pricing used to develop the Construction GMP No. 1 is based upon Contractor's cost estimates for labor, equipment and material and a preliminary understanding of the CALTRANS permit requirements. Upon completion of the Good Faith Effort as defined by the CWSRF Exhibit C of the Agreement and CALTRANS permitting process, the actual pricing for labor, equipment and material obtained by the Contractor shall be shared with the City. If the actual pricing for labor, equipment and material differs from the estimated pricing, the Construction GMP No. 1 shall be adjusted as described below in paragraph B(3).
2. The timing of the design for the Pipeline, CALTRANS permitting, and the Good Faith Effort shall start no later than five (5) days from the date of the approval of this Amendment No. 2 by City Council. The Good Faith Effort pricing information shall be shared, by written notification, within the mutually agreed upon timeframe.
3. In the event Construction GMP No. 1 differs from the pricing arrived at through the Good Faith Effort and completion of the CALTRANS permitting process, an equitable price adjustment to the Construction GMP No. 1 shall be integrated into the next GMP package to be taken for City Council Approval, or by amendment to this agreement.

C. United States Bureau of Reclamation Title XVI Grant.

Attached hereto as "Attachment A.3" is a copy of the United States Bureau of Reclamation Title XVI Grant Agreement with the City, which shall replace "Exhibit K" of the Agreement in its entirety and is incorporated into the Agreement as if originally included.

D. Metropolitan Water District Indemnity.

The City is obligated by its Local Resource Program with Metropolitan Water District ("Metropolitan") to require its contractors and consultants retained to work on the Project to indemnify the Metropolitan. The following sections shall be added to Agreement as follows:

16.4 Metropolitan Water District Indemnity. Except for the sole negligence or willful misconduct of Metropolitan, Consultant agrees at its sole cost and expense to protect, indemnify, defend, and hold harmless Metropolitan and its Board of Directors, officers, representatives, agents and employees from and against any and all claims and liability of any kind (including, but not limited to, any claims or liability for injury or death to any person, damage to property, natural resources or the environment, or water quality problems) that arise out of or relate to City's approval, construction, operation, repair or ownership of the Project. Such indemnity shall include all damages and losses related to any claim made, whether or not a court action is filed, and shall include attorney fees, administrative and overhead costs, engineering and consulting fees and all other costs related to or arising out of such claim of liability, but shall exclude damages and losses that arise from the sole negligence or willful misconduct of Metropolitan.

For purposes of this section, Consultant shall mean Contractor, Filanc Brown & Caldwell Joint Venture.

16.5 City Indemnity. City hereby agrees to defend, indemnify, and hold harmless Contractor from and against any and all losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, defense costs, reasonable attorneys' fees, costs, fines and penalties ("Losses") that arise out of, pertain to or relate to, any aspect of Contractor's obligation to indemnify Metropolitan that exceeds Contractor's obligation to indemnify City pursuant to Section 16.1 of the Agreement.

E. Skilled and Trained Workforce Requirements.

The Project is subject to Skilled and Trained Workforce Requirements as defined in Chapter 2.9 (Section 2600 et seq.) of the Public Contract Code. Attached here to as "Attachment A.4" is Public Contract Code Sections 2600 et seq., as amended, which is incorporated by reference. Contractor, its subcontractor and all tiered subcontractors shall comply with all of the above-referenced Public Contract Code Sections applicable to the performance of work on this Project under the Agreement and all amendments, including this Second Amendment.

F. Contracting Entity

Add the following new item to the Agreement: 1.13 A Contractor. "Contractor" means the Filanc Brown & Caldwell Joint Venture.



August 4, 2020

Angela Morrow, P.E.
Deputy Director of Utilities / Construction and Engineering
Utilities Department
City of Escondido
1521 S. Hale Avenue
Escondido, CA 92029

**Subject: Escondido MFRO Facility for Agriculture
Amendment #02 – Preconstruction Phase 2 Engineering Services**

Dear Ms. Morrow,

The Filanc Brown & Caldwell Joint Venture (CONTRACTOR) is submitting this letter proposal to the City of Escondido's Utilities Department (OWNER) for the next phase, Preconstruction Phase 2, of design associated with the Membrane Filtration Reverse Osmosis (MFRO) Facility for Agriculture project. This amendment includes progressing the 60% design for the MFRO Facility, Product Water Pipeline (PWPL) and Intermediate Booster Pump Station (IBPS) as described below.

DESCRIPTION

The MFRO progressive design-build project was initiated in May 2019, at which time Preconstruction Phase 1 engineering work began. Preconstruction Phase 1 engineering produced a 60% design for the entire project, including MFRO, PWPL, and IBPS. Construction cost models were developed and updated as the design progressed, and value engineering performed to bring the overall cost of the project to within the City's budget. Preconstruction Phase 1 engineering was completed in June 2020.

The scope of work provided herein is for Preconstruction Phase 2 engineering services. Preconstruction Phase 2 services will initially progress the drawings and specifications to a 90% design level for all three project components: MFRO, PWPL, and IBPS. This level of design will be considered a "permit-ready" design, which will be used to pursue necessary construction permits and solicit review comments from the OWNER and Owner's Agent (OA). Comments received will be addressed, necessary permits secured, and 100% Design Issue for Construction (IFC) drawings and specifications will be prepared for specific work packages to facilitate early construction of priority work; most importantly, the portion of the PWPL located within Caltrans' right-of-way (ROW). The IFC packages to be developed under Preconstruction Phase 2 include the following, in this order of schedule:

- IFC Package #1: PWPL within Caltrans's ROW [STA 40+00 to 50+00],
- IFC Package #2: PWPL within City ROW [STA 0+00 to 40+00], and
- IFC Package #3: MFRO Civil Site.

IFC Package #1 will allow the project to meet the Caltrans requirement of construction completion within their ROW by the end of calendar year 2020. IFC Package #2 will allow subsequent construction of the PWPL after the Caltrans ROW work is done to avoid additional costs of remobilization. IFC

Ms. Angela Morrow, P.E.
August 4, 2020
Page 2 of 13

Package #3 will be prepared and remain in-hand until SRF funding is secured in the first quarter of 2021, at which time construction activities can begin at the MFRO site while the remainder of design is completed.

All construction services will be rendered under a separate Guaranteed Maximum Price (GMP). Construction services associated with building IFC Packages #1 and #2 will be rendered under "Construction GMP No. 1". Construction services associated IFC Package #3 and the future IFCs encompassing the remainder of project are planned to be rendered under "Construction GMP No. 2".

To complete the construction, startup, and commissioning of the overall project future work will be required. This work, including additional design, construction, and operations packages, will be procured via additional future amendments to this contract.

SCOPE OF WORK

This scope of work describes the engineering services to be rendered under this Amendment #2 to the original MFRO progressive design build (PDB) project prime agreement. The engineering services rendered herein are being performed as Preconstruction Phase 2 of the project. These services will follow the terms of the Prime Agreement inclusive of the contract language revisions attached to this Amendment #2. The work will be performed per the Preconstruction Phase 2 schedule, and all tasks will be billed as Lump Sum, unless otherwise noted.

Task 016 – Post 60% Design VE Design Services

This task pertains to the value engineering (VE) design options that have been accepted by the OWNER. The VE provides options for developing, estimating and implementing the VE options reducing the overall construction cost of the project. The following is a listing of the subtasks included under this task.

- 010 Administration: Project controls associated with managing the workload, controlling the costs, and reporting status specific to the work performed under this effort.
- 020 VE Concept Development: Review current design, further develop VE options, and confirm feasibility for implementation. Prepare presentation materials to review and evaluate the options with the OWNER and OA.
- 030 Post VE Design: VE design options "accepted" by the OWNER and OA will be incorporated into the 60% Design, and the 60% Design will be prepared for progression to the 90% Design level. This work will be completed prior to the CONTRACTOR initiating the 90% Design effort, such that the team has concurrence regarding the scope of the overall project. Work will be documented in the VE Concept Options and Resolution Log.

Deliverables:

- VE Concept Options and Resolution Log.
- Workshop agenda and materials.
- 60% design updated with the "accepted" VE options incorporated.

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Task 017 – (PH2) Project Management

This task includes the project oversight and administration required to perform the engineering services included under Preconstruction Phase 2 over an estimated design duration of seven (7) months. In addition, this task includes the quality assurance and quality control (QA/QC) associated with each deliverable to be submitted under this scope of work. The following is a listing of the subtasks included under this task.

- **010 Administration:** Provide the project controls needed to monitor project costs, routinely update the project schedule, schedule and manage workflow, prepare and report on progress of work, and update the existing project plans for this phase of the design (i.e. Project Management Plan, Quality Management Plan, BIM Execution Plan, Project Risk Register, and the Actions and Decisions Log) for seven (7) months.
- **020 Project Reviews:** Includes monthly internal financial, risk, and quality audit reporting and reviews for seven (7) months. Internal monthly Project Reviews will include efforts to evaluate and control design labor costs and mitigate financial and technical risk exposure to the project. Risk items of concern identified in these internal monthly Project Reviews will be elevated to the OWNER in writing via email as well as in the monthly status reports; the OWNER will also be informed verbally.
- **030 Invoicing and Progress Reporting:** Prepare, review, and submit monthly project status reports, invoices, and updated project schedules to the OWNER for payment for seven (7) months.
- **040 QA – 90% Discipline + Constructability:** Perform an internal quality assurance review to assess cross disciplinary design coordination, project constructability, and potential causes for increases to the overall construction cost of the project. This review would be performed using a progress-print of the 90% design around the time of the 90% Design Checkpoint workshop (see Task 018.020 90% Design Checkpoint below).
- **050 QC – 90% Design Permit Set:** Internal quality control review and backcheck prior to submitting the 90% design (Permit Set) package to the OWNER, OA, and permitting agencies for review.
- **060 QC – 100% Design IFC Package #1 (Caltrans)** Internal quality control review and backcheck of the PWPL within the Caltrans ROW (PWPL STA 40+00 to 50+00) prior to submitting to the OWNER for the record and advancing into construction under Construction GMP #1.
- **070 QC – 100% Design IFC Package #2 (PWPL):** Internal quality control review and backcheck of the remainder of the PWPL prior to submitting to the OWNER for the record and advancing to construction under Construction GMP #1.
- **080 QC – 100% Design IFC Package #3 (MFRO Civil Site):** Internal quality control review and backcheck of the MFRO Civil Site Design package prior to submitting to the OWNER for the record and advancing to construction under the future Construction GMP #2.
- **090 GMP #1 Development:** Includes labor associated with separating the PWPL GMP from the remainder of the project. Effort is associated with developing, reviewing, and finalizing the standalone GMP; including separating GCs, subcontract material and labor, construction schedule, etc.

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Deliverables:

- Monthly status reports and invoices; including updated schedule and risk register.
- Action and Decision Logs

Task 018 – (PH2) Meetings and Workshops

This task includes the external meetings and workshops to be held with the OWNER and OA during Preconstruction Phase 2. Effort associated with internal design coordination meetings is included under the respective design tasks. The following is a listing of the meetings and workshops planned for Preconstruction Phase 2.

- 010 90% Design Kickoff Workshop: This workshop will be conducted after the 60% Design Comment Resolution meeting, which was scoped and budgeted in the original authorization. This workshop will revisit the project's baseline schedule and coordinate the activities associated with the Preconstruction Phase 2 design, Construction GMP No. 2 development, permitting plan, and preparation for construction. Half-day is budgeted for this workshop; attendees to include the project management team only. Due to COVID-19 this workshop is planned to be a virtual meeting.
- 020 90% Design Checkpoint Workshop: This workshop will be conducted as a "midpoint" progress review of the 90% design. The objective of this workshop is to review the 90% design with the OWNER and OA soliciting feedback on design elements under development. This workshop will be conducted prior to initiating the internal QC review, finalizing, and formally submitting the 90% Design Permit Set package to the OWNER and OA for review. One-day is budgeted for this workshop; attendees to include the project management team and discipline leads as-needed. Due to COVID-19 this workshop is planned to be a virtual meeting.
- 030 90% Design Submittal Review Workshop: This workshop will focus on the outcome of the OWNER's and OA's review of the 90% Design Permit Set package. The objective will be to resolve the high priority comments needing further discussion. One and one-half day is budgeted for this workshop; attendees to include the project management team and discipline leads as-needed. Due to COVID-19 this workshop is planned to be a virtual meeting.
- 040 Weekly Project Meetings: Conduct weekly teleconferences with the MFRO Management Team (OWNER, OA, and CONTRACTOR) to discuss the weekly progression of work, open issues, and prioritize of task assignments to address the open issues. Budgeted as 1 hour per week for the 7-month duration of Preconstruction Phase 2. Due to COVID-19 these meetings are planned to be held virtually.

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Deliverables:

- Meeting agenda and presentation materials for workshops and meetings.
- Draft and Final Meeting Minutes for all Workshops.

Task 019 – (PH2) Permitting and Utility Services

This task will update the project's permitting plan and schedule, apply for and secure the necessary construction permits, as well as apply for and secure the required utility connections. The following is a listing of the subtasks planned for under this task.

- 010 Permitting Support: Includes updating the Permitting Plan developed under Preconstruction Phase 1, developing a permit plan schedule, and pursuing the permits listed under the updated plan. Using the 90% Design Permit Set, this task will extract the relevant sheets and developed separate permit application packages specific to each permit to be pursued under the updated Permitting Plan. Apply for permits, respond to permit reviewer comments, and secure necessary construction permits. Top priority permits to be obtained under this phase of work include the CALTRANS Encroachment Permit, construction permits for PWPL in City ROW, and the Grading Permit for the MFRO Site. Application fees will be paid for by the CONTRACTOR and reimbursed by the OWNER; see permit fee allowance under Task 027 herein.
- 020 90% Utility Services: Apply for, coordinate, and secure the electric utility service to supply the MFRO and IBPS sites. This includes the electric connections for both the MFRO and IBPS sites. Application fees will be paid for by the CONTRACTOR and reimbursed by the OWNER; see permit fee allowance under Task 027 herein.

Deliverables:

- Updated Permitting Plan with permitting schedule.
- Permit applications packages.

Task 020 – 90% Design: Permit Set (MFRO Facility)

This task will address the 60% comments previously provided by the OWNER and OA and advance the MFRO design to a 90% design level. The 90% Design will also serve as the permit set to be used in submitting permit applications for the relevant construction permits. The CONTRACTOR will address the 60% comments, provide written responses, and submit a complete 90% Design Permit Set (i.e. design drawings and specifications) to the OWNER to review.

- 010 Civil: Progress the paving, grading, stormwater, and yard piping designs to 90% as a package ready to obtain the City's Grading Permit. Additional coordination with the surveyor and potholer will be required in the design progression from 60% to 90%; specifically, for the utility corridor being designed along the south side of the MFRO property.
- 020 Process Treatment: Update and complete the process and hydraulic modeling associated with the treatment processes. Coordinate and refine the design of the process treatment skids.

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Coordinate results of this work with the process mechanical, process chemical, and pumping systems discipline designs. Advance the process design calculations, drawings, and specifications to a 90% design level.

- 030 Process Mechanical: Refine the internal process pipe routing, location of pipe supports, placement of equipment and tanks, location of air vent/vac valves, as well as isolation and control valves. Advance the process mechanical design calculations, drawings, and specifications to a 90% design level. Coordinate results of this work with the process, plumbing, electrical, structural, and I&C discipline designs.
- 040 Process Chemical: Refine and complete the new chemical area layout. Advance the design of the chemical storage and metering systems, including the evaluation of the chemical metering pumps for coordination with skid manufacturer. Advance the process chemical design calculations, drawings, and specifications to a 90% design level. Requires close coordination with the mechanical, process, plumbing, fire protection, electrical, structural, and I&C.
- 050 Pumping Systems: The hydraulic and surge modeling will be completed to select the pumps, piping, and surge protection devices required (i.e. MF Feed, RO Transfer, and Product Water). Advance the process pumping systems design calculations, drawings, and specifications to a 90% design level.
- 060 Structural: Develop the structural notes, associated design drawings, and supporting structural calculations in coordination with the building's architectural, mechanical, and HVAC designs to a 90% design level.
- 070 Electrical: Advance load calculations, main power systems, and backup power design, calculations, and specifications to a 90% design level for MFRO's main service and emergency generator.
- 080 Instrumentation & Controls: Advance the design, including control narratives, required to operate the MFRO Facility to a 90% design level.
- 090 BIM/CAD: Develop the 90% plan set in accordance with the drawing list provided herein. Drawings will continue to be developed using Autodesk REVIT, AutoCAD P&ID, and AutoCAD Civil 3D.
- 100 Design Coordination: Conduct cross disciplinary design coordination as the design progresses. Maintain the project decision log, track open project issues and 60% comments, work with discipline leads to resolve and execute the design. Conduct internal interdisciplinary coordination meetings, design standards compliance checking, and subconsultant design management.
- 110 Subconsultants: The subconsultant work to be performed under this task is listed below.
 - Surveying (Land Surveying Consultants, Inc.) – There are approximately four more potholes to be collected during design to confirm recently identified utility conflicts. The surveyor will obtain the horizontal and vertical locations of the potholes once performed. Also, additional easement research will be done on the southern portion of the MFRO property to confirm rights between City, NTCD, and SDGE overhead. Note, potholing is included as an allowance under Task 027 – (PH2) Reimbursables.
 - Architecture (Platt Whitelaw) – Advance design drawings, two (2) renderings, materials board and specifications to a 90% Design level.

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- HVAC, Plumbing, and Fire (RTM) – Advance HVAC, plumbing, and fire suppression design, calculations, drawings, and specifications to a 90% Design level.
- Landscaping (KTUA) – Advance landscaping and irrigation design, calculations, drawings, and specifications to a 90% Design level.
- Noise (DHK) – In accordance with City of Escondido Code a Noise Evaluation and Mitigation Study will be developed. This includes an ambient noise baseline survey, SoundPlan noise simulation, and a regulatory noise ordinance compliance assessment. Additionally, DHK will provide design support services such that the appropriate noise mitigation measures are included in the project design.

Deliverables:

- 90% Design Drawings (see attached list of drawings).
- 90% Design Specifications (see attached list of specifications).
- Written responses to 60% Design Comments.
- Noise Study.

Task 021 – 90% Design: Permit Set (PWPL)

This task will address the 60% comments previously provided by the OWNER and OA and advance the PWPL design to a 90% design level. The 90% Design will also serve as the permit set to be used in submitting permit applications for the relevant construction permits. The CONTRACTOR will address the 60% comments, provide written responses, and submit a complete 90% Design Permit Set (i.e. design drawings and specifications) to the OWNER to review.

- 010 Engineering: Includes ongoing utility investigations, utility conflict resolution design, calculations (e.g. thrust restraints), 90% level detailed design development, and refinement of the technical specifications. Also includes coordination with other disciplines and designs such as, the Reidy Creek bridge crossing, MFRO site connection, Waverly Place connection, SWPPP, Traffic Control, Shoring Plans, etc.
- 020 BIM/CAD: Develop the 90% plan set in accordance with the drawing list provided herein. Drawings will be developed using Autodesk Civil 3D.
- 030 Subconsultants: The subconsultant work to be performed under this task is listed below.
 - Surveying (Land Surveying Consultants, Inc.) – There are approximately 20 more potholes to be collected during design to confirm recently identified utility conflicts. The surveyor will obtain the horizontal and vertical locations of the potholes once performed. Note, potholing is included as an allowance under Task 027 – (PH2) Reimbursables.
 - Bridge Design (Beyaz and Patel) – refine the Reidy Creek bridge crossing pipe support details and support the effort in procuring the pipe support subcontractor and supplier.

Deliverables:

- 90% Design Drawings (see attached list of drawings).

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- 90% Design Specifications (see attached list of specifications).
- Written responses to 60% Design Comments.

Task 022 – 90% Design: Permit Set (IBPS)

This task will address the 60% comments previously provided by the OWNER and OA and advance the IBPS design to a 90% design level. The 90% Design will also serve as the permit set to be used in submitting permit applications for the relevant construction permits. The CONTRACTOR will address the 60% comments, provide written responses, and submit a complete 90% Design Permit Set (i.e. design drawings and specifications) to the OWNER to review.

- 010 Civil: Progress the paving, grading, stormwater, and yard piping designs to 90% as a package ready to obtain the City's Grading Permit. Additional coordination with the surveyor and potholer will be required in the design progression from 60% to 90%.
- 020 Process/Mechanical: Progress the hydraulic and surge modeling to 90% level and finalize the pumps, piping, and surge protection devices required to deliver recycled water to Hogback Reservoir. Advance the process mechanical design calculations, drawings, and specifications to a 90% design level.
- 030 Structural: Develop the structural notes, associated design drawings, and supporting structural calculations in coordination with the building's architectural and mechanical designs to a 90% design level.
- 040 Electrical: Advance load calculations, main power systems, and backup power design calculations, drawings, and specifications to a 90% design level for IBPS's main service and emergency generator.
- 050 Instrumentation & Controls: Advance the P&IDs and control narratives required to operate the IBPS's with remote control from the MFRO Facility to a 90% design level. The IBPS primary control will be a setpoint to maintain a constant suction-side pressure.
- 060 BIM/CAD: Develop the 90% plan set in accordance with the drawing list provided herein. Drawings will continue to be developed using Autodesk REVIT, AutoCAD P&ID, and AutoCAD Civil 3D.
- 070 Subconsultants: The subconsultant work to be performed under this task is listed below.
 - Surveying (Land Surveying Consultants, Inc.) – There are approximately two more potholes to be collected during design to confirm recently identified utility conflicts. The surveyor will obtain the horizontal and vertical locations of the potholes once performed. Note, potholing is included as an allowance under Task 027 – (PH2) Reimbursables.
 - Architecture (Platt Whitelaw) – Advance design drawings, two (2) renderings, materials board and specifications to a 90% Design level.
 - HVAC, Plumbing, and Fire (RTM) – Advance HVAC, plumbing, and fire suppression design, calculations, drawings, and specifications to a 90% Design level.
 - Landscaping (KTUA) – Advance landscaping and irrigation design, calculations, drawings, and specifications to a 90% Design level.
 - Noise (DHK) – In accordance with City of Escondido Code a Noise Evaluation and Mitigation Study will be developed. This includes an ambient noise baseline survey,

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SoundPlan noise simulation, and a regulatory noise ordinance compliance assessment. Additionally, DHK will provide design support services such that the appropriate noise mitigation measures are included in the project design.

Deliverables:

- 90% Design Drawings (see attached list of drawings).
- 90% Design Specifications (see attached list of specifications).
- Written responses to 60% Design Comments.
- Noise study.

Task 023 – 100% Design: IFC Package #1 (Caltrans)

Address 90% comments received from OWNER, OA, and respective permitting agencies (i.e. Caltrans Encroachment). Prepare an IFC package for specific use in purchasing of materials and constructing the PWPL from approximate STA 40+00 to 50+00. This IFC package will be submitted to the OWNER and OA, as well as permitting agencies requiring resubmittal, for backcheck and concurrence to release for construction.

Deliverables:

- 100% Design IFC Package #1 Drawings (see attached list of drawings).
- 100% Design IFC Package #1 Specifications (see attached list of specifications).

Task 024 – 100% Design: IFC Package #2 (PWPL w/in City ROW)

Address 90% comments received from OWNER, OA, and respective permitting agencies (i.e. City ROW). Prepare an IFC package for specific use in purchasing of materials and constructing the PWPL from approximate STA 0+00 to 40+00. This IFC package will be submitted to the OWNER and OA, as well as permitting agencies requiring resubmittal, for backcheck and concurrence to release for construction.

Deliverables:

- 100% Design IFC Package #2 Drawings (see attached list of drawings).
- 100% Design IFC Package #2 Specifications (see attached list of specifications).

Task 025 – 100% Design: IFC Package #3 (MFRO Civil Site)

Address 90% comments received from OWNER, OA, and respective permitting agencies (i.e. City grading and stormwater). Prepare an IFC package for specific use in purchasing of materials and constructing the MFRO Civil Site Design. This package is intended to include all subsurface utilities, structural foundations, and above grade civil work associated with the MFRO site; such as,

- underground utilities and yard piping,
- stormwater facilities,
- building and tank foundations,

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- paving and grading,
- site fencing, and
- landscaping.

This IFC package will be submitted to the OWNER and OA, as well as permitting agencies requiring resubmittal, for backcheck and concurrence to release for construction. Construction of this IFC package will be performed under the next GMP (i.e. Construction GMP No.2), to be procured in a future amendment.

Deliverables:

- 100% Design IFC Package #3 Drawings (see attached list of drawings).
- 100% Design IFC Package #3 Specifications (see attached list of specifications).

Task 026 – ESDC (PWPL Only)

This task includes the Engineering Services During Construction (ESDC) required to support the construction of the PWPL. The duration of construction is anticipated to be nine and a half (9.5) months. This task includes the following:

- 9.5 months of Project Administration.
- Attendance to the on-site construction meetings on a Bi-weekly basis; includes field visit after meeting. Budget assumes 18 meeting at 4-hours per meeting, including follow-up field visit.
- Submittal Reviews up to 20 submittals; based on 15 submittals and 5 resubmittals. Budget assumes on average 6 hours of review per submittal.
- RFI Responses up to 25 RFIs; based on 20 typical RFIs and 5 requests for design changes. Budget assumes on average 4 hours of review per submittal.
- Record drawings; Filanc staff to maintain redlines, BC staff to review redlines and update the CAD files.
- Subconsultants: Beyaz and Patel for review of bridge crossing manufacturer's submittal, design, and structural calculations.

Services rendered under this task will be invoiced on a time and materials basis for a note to exceed amount as shown in the fee schedule. Unused funds under this task will not be invoiced and will remain with the City.

Deliverables:

- Submittal review responses.
- RFI responses.
- Field visit notes and photos.

Task 027 – (PH2) Allowances

This task contains an allowance for the other direct costs (ODCs) and non-direct cost reimbursable under Preconstruction Phase 2. These allowance reimbursables include items such as, but not limited to, costs associated with reproduction, travel, permitting fees, potholing, and potential out-of-scope consulting services. Services under this task can only be rendered with written approval from the OWNER prior to

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initiating the work. The subtasks included herein we developed to aid in establishing the budgets and for future tracking of expenditures. The subtasks are:

- 010 ODCs Reproduction and Travel – Includes reimbursable costs for printing, mileage for travel, as well as airfare, hotel, and rental car for four (4) out of town team member visits.
- 020 ODCs Permitting Fees – Based on anticipated permit fees for Caltrans, San Diego County Hazardous Materials Storage, SWPPP, SDG&E, North County Transit District, and City of Escondido grading and traffic control.
- 030 Extended As-needed Consulting Services – For use in performing unforeseen out of scope consulting services.

Services rendered under this task will be invoiced on a time and materials basis for a not to exceed amount shown in the fee schedule. Unused funds under this task will not be invoiced and will remain with the City.

Deliverables:

- Written requests to use allowances; to be submitted for OWNER's approval prior to performing the work and incurring the costs.

ASSUMPTIONS

1. Project management time is budgeted on a monthly effort basis for a total 7-months duration, August 15, 2020 (assumed NTP for Amendment 2) to March 15, 2021 (assumed NTP for Amendment #3). These dates will be adjusted with the actual NTP dates, maintaining the total 7-month duration.
2. The design level of effort provided herein for MFRO, PWPL, and IBPS is based on using the current 60% Design (June 2020 version) and incorporating the 60% comments provided by the OWNER and OA on July 6th, 2020, as well as incorporating the conditions stated in the City's Plot Plan Permit Conditional Approval. Any additional design changes, such as adding or deleting processes or changing redundancies, will be treated as out-of-scope.
3. The IBPS site location and footprint will remain as shown on the June 2020 60% Design drawings.
4. 90% Design Permit Set will be submitted as one (1) package. That is one (1) set of drawings and one set of specifications that include the MFRO, PWPL, and IBPS under one cover.
5. 90% Design Permit Set will be signed and sealed and stamped "Issued for Permit Only". Set will not be stamped as "90%".
6. For each design submittal, a single excel file will be provided combining the OWNER's and OA's conformed comments in one location. This excludes comments received from permitting agencies, internal or external to the City, as these are anticipated to be received in separate comment logs.
7. No additional drawings or renderings in addition to those being producing for construction are required for permit applications.

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8. Additional IFC packages beyond those listed herein, or early procurement packages, if requested will be considered outside the scope of these services.
9. If DHK's Noise Evaluation and Mitigation Study requires mitigations measures needing significant design modifications this will be viewed as unforeseen and therefore out-of-scope.
10. Factory witness testing is not anticipated for the ESDC services associated with the PWPL, and therefore has not been included in this scope of work.
11. Bi-weekly meeting attendance included under ESDC also includes effort for a field visit after the meeting. No separate field visits are anticipated to be needed.
12. Since there are approved final environmental documents in place, and the OWNER is retaining the services of their as-needed environmental consultant, no additional environmental consultant support services are provided herein.
13. The presence of lead, asbestos, contaminated soils or contaminated groundwater and the associated assessment and remediation design or implementation is not included in this scope.
14. ESDC are specific to the PWPL construction only, and we budgeted based on a construction duration of 9.5 months.

FEE

The total fee for engineering services including allowances for Amendment #2 – Preconstruction Phase 2 services based on the scope and assumptions described above is \$2,619,934. A table detailing the personnel, hours and rates, and budgeted allowances is attached. Services rendered will be invoiced to the OWNER on a monthly basis as follows:

- Lump sum for all services rendered under Tasks 016 thru 025
- Time and materials for the not to exceed amounts as shown on the fee schedule for all services rendered under Tasks 026 and 027.

PROJECT SCHEDULE

The following estimated dates for major milestones are based on our current project understanding and assumptions.

- September 2020 Caltrans encroachment Permit
- October 2020 Start Construction of IFC Package #1 (Caltrans)
- November 2020 Anticipated City Council Approval of Amendment #3
- December 2020 90% Design Permit Set
- January 2021 Start Construction of IFC Package #2 (PWPL)
- March 2021 Start Construction of IFC Package #3 (MFRO Civil Site)

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We look forward to discussing the Preconstruction Phase 2 engineering services with you at your convenience. Please contact me at (858) 571-6726 or jpsemper@brwncald.com to schedule a meeting. Thank you.

Very truly yours,
FILANC + BROWN and CALDWELL JOINT VENTURE



John P. Semper, PE, ENV SP
Engineering Project Manager

Attachments:

- Amendment 2 Fee Schedule
- List of Drawings and Specifications
- Subconsultant Proposal

Fee Schedule

Preliminary Drawing and Specifications List

City of Escondido - MFRO for Agriculture Project

8/4/2020

Sheet #	Sheet	Description	Design Submittal			
			Phase I			Phase II
			IBPS 30%	IBPS 60%	MFRO 60%	MFRO 90%
1	G-001	Cover Sheet	X	X	X	X
2	G-002	Drawing List	X	X	X	X
3	G-003	General Notes and Code Classification	X	X	X	X
4	G-004	Legend	X	X	X	X
5	G-005	Process Flow Diagram I	X	X	X	X
6	G-006	Process Flow Diagram II			X	X
7	G-007	Design Criteria I	X	X	X	X
8	G-008	Design Criteria II			X	X
9	G-009	Hydraulic Profile I			X	X
10	G-010	Hydraulic Profile II	X	X	X	X
11	C-100	Existing Site and Demolition Plan			X	X
12	C-101	Overall Site Plan			X	X
13	C-102	Horizontal Control Plan I			X	X
14	C-103	Horizontal Control Plan II			X	X
15	C-104	Horizontal Control Plan III			X	X
16	C-105	Enlarged Grading and Paving Plan I			X	X
17	C-106	Enlarged Grading and Paving Plan II			X	X
18	C-107	Enlarged Grading and Paving Plan III			X	X
19	C-108	Enlarged Yard Piping Plan I			X	X
20	C-109	Enlarged Yard Piping Plan II			X	X
21	C-110	Enlarged Yard Piping Plan III			X	X
22	C-120	Storm Water Management Plan and Sections				X
23	C-130	Product Water Pipeline Plan & Profile I			X	X
24	C-131	Product Water Pipeline Plan & Profile II			X	X
25	C-132	Product Water Pipeline Plan & Profile III			X	X
26	C-133	Product Water Pipeline Plan & Profile IV			X	X
27	C-134	Product Water Pipeline Plan & Profile V			X	X
28	C-201	Recycled Water Pipeline Profile			X	X
29	C-202	Recycled Water Pipeline Profile			X	X
30	C-203	Sewer Pipeline Profile			X	X
31	C-204	Sewer Pipeline Profile			X	X
32	C-205	Sewer Pipeline Profile			X	X
33	C-206	MFF and ROS Pipeline Profiles			X	X
34	C-207	ROP and POW Pipeline Profiles			X	X
35	C-208	ROC Pipeline Profile			X	X
36	C-209	ROC Pipeline Profile			X	X
37	C-210	Storm Water Pipeline Profile			X	X
38	C-211	Storm Water Pipeline Profile			X	X
39	C-212	Storm Water Pipeline Profile			X	X
40	C-301	Civil Yard Piping Sections				X
41	C-501	Civil - Caltrans Details I		X	X	X
42	C-502	Civil - Piping Details I		X	X	X
43	C-503	Civil - Piping Details II		X	X	X
44	C-504	Civil - Cathodic Protection Details I			X	X
45	C-505	Civil - Storm Water Details I			X	X
46	C-506	Civil - Storm Water Details II			X	X
47	C-507	Civil - Miscellaneous Site Details I			X	X
48	C-508	Civil - Miscellaneous Site Details II			X	X
49	C-509	Civil - Miscellaneous Site Details III			X	X
50	CD-901	IBPS Demolition Plan	X	X	X	X
51	C-901	IBPS Horizontal and Vertical Control Plan		X	X	X
52	C-902	IBPS Site Civil, Paving, and Grading Plan	X	X	X	X
53	C-903	IBPS BMP Sections		X	X	X
54	C-904	Civil Site Sections and Details	X	X	X	X
55	C-905	IBPS Yard Piping Plan		X	X	X
56	C-906	IBPS Suction Pipeline Plan and Profile		X	X	X
57	C-907	IBPS Discharge Pipeline Plan and Profile		X	X	X
58	C-908	IBPS BMP Outlet Pipe Plan and Profile		X	X	X
59	L-001	Landscaping Planting Legend		X	X	X
60	L-002	Landscaping Irrigation Legend		X	X	X
61	L-003	IBPS Landscaping Irrigation Legend		X	X	X
62	L-101	Landscape Demolition Plan			X	X
63	L-102	Landscape Planting Plan			X	X
64	L-103	Landscape Irrigation Plan			X	X
65	L-501	Landscape Planting Details I				X
66	L-502	Landscape Planting Details II				X
67	L-901	IBPS Landscape Tree Protection Plan		X	X	X
68	L-902	IBPS Landscape Planting Plan		X	X	X
69	L-903	IBPS Landscape Irrigation Plan		X	X	X

City of Escondido - MFRO for Agriculture Project

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Sheet #	Sheet	Description	Design Submittal			
			Phase I		Phase II	
			IBPS 30%	IBPS 60%	MFRO 60%	MFRO 90%
70	GA-001	General Notes				X
71	GA-002	Accessibility Details				X
72	A-001	MFRO Building - Site Plan				X
73	A-100	MFRO Building - Code Analysis & Exiting Plan			X	X
74	A-101	MFRO Building - Floor Plan			X	X
75	A-102	MFRO Building - Enlarged Floor Plan			X	X
76	A-111	MFRO Building - Reflected Ceiling Plan			X	X
77	A-121	MFRO Building - Roof Plan			X	X
78	A-200	MFRO Building - Exterior Elevations			X	X
79	A-300	MFRO Building - Sections			X	X
80	A-310	MFRO Building - Enlarged Sections				X
81	A-311	MFRO Building - Enlarged Sections				X
82	A-400	MFRO Building - Interior Elevations			X	X
83	A-500	Exterior Details - MFRO Building				X
84	A-501	Exterior Details - MFRO Building				X
85	A-502	Exterior Details - MFRO Building				X
86	A-503	Exterior Details - MFRO Building				X
87	A-504	Exterior Details - IBPS Building				X
88	A-505	Exterior Details - IBPS Building				X
89	A-506	Exterior Details - IBPS Building				X
90	A-510	Wall Types				X
91	A-511	Ceiling - ACT Details				X
92	A-512	Ceiling - Gypsum Board Details				X
93	A-513	Casework / Interior Details				X
94	A-600	MFRO Building - Door, Window & Louver Schedule			X	X
95	A-601	MFRO Building - Finish Schedule				X
96	A-700	Signage Plan - MFRO Building				X
97	A-701	Signage Plan - IBPS Building				X
98	A-702	Signage Details				X
99	A-901	IBPS Building - Architectural Code Analysis, Exiting Plan & Notes	X	X	X	X
100	A-902	IBPS Building - Floor Plan & Interior Elevations	X	X	X	X
101	A-903	IBPS Building - Reflected Ceiling Plan	X	X	X	X
102	A-904	IBPS Building - Roof Plan		X	X	X
103	A-905	IBPS Building - Exterior Elevations	X	X	X	X
104	A-906	IBPS Building - Sections		X	X	X
105	A-907	IBPS Building - Door and Window Schedule & Finish Schedules		X	X	X
106	A-908	IBPS Building - Rendering 1 - Glenridge Rd. View	X	X	X	X
107	A-909	IBPS Building - Rendering 2 - Parking Lot View	X	X	X	X
108	A-910	MFRO Building - Rendering 1				X
109	A-911	MFRO Building - Rendering 2				X
110	S-001	General Structural Notes I		X	X	X
111	S-002	General Structural Notes II		X	X	X
112	S-003	Special Inspections I			X	X
113	S-004	Special Inspections II			X	X
114	S-101	MFRO Building - Foundation Plan I			X	X
115	S-102	MFRO Building - Foundation Plan II			X	X
116	S-103	MFRO Building - Roof Plan			X	X
117	S-105	Product Water Pump Station Plan			X	X
118	S-106	Inter-Process Storage Tank - Foundation Plan and Typical Subgrade Section			X	X
119	S-107	Product Water Storage Tank - Foundation Plan and Typical Subgrade Section			X	X
120	S-108	Product Water Tank - Roof Plan				X
121	S-301	MFRO Building - Sections I			X	X
122	S-302	MFRO Building - Sections II			X	X
123	S-303	Inter-process Storage Tank - Sections				X
124	S-304	Product Water Pump Station Sections			X	X
125	S-305	Generator - Plan and Typical Sub-Grade Sections			X	X
126	S-501	Standard Concrete Details I		X	X	X
127	S-502	Standard Concrete Details II		X	X	X
128	S-503	Standard Concrete Details III			X	X
129	S-504	Concrete Equipment Pad Details				X
130	S-505	Metal Framing and Connection Details				X
131	S-506	Standard Handrail and Guardrail Details			X	X
132	S-507	Standard Grating Details			X	X
133	S-508	Masonry Wall Details			X	X
134	S-509	Steel Stud Framing Details				X
135	S-510	Pipe Support Details I				X
136	S-511	Pipe Support Details II				X
137	S-901	IBPS Foundation Plan	X	X	X	X
138	S-902	IBPS Roof Framing Plan		X	X	X

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Sheet #	Sheet	Description	Design Submittal			
			Phase I			Phase II
			IBPS 30%	IBPS 60%	MFRO 60%	MFRO 90%
139	S-903	IBPS Structural Sections		X	X	X
140	S-904	IBPS Roof Details				X
141	D-100	MFRO Building - Overall Mechanical Plan			X	X
142	D-101	MFRO Process Room - Mechanical Plan I			X	X
143	D-102	MFRO Process Room - Mechanical Plan II			X	X
144	D-103	MFRO Process Room - Mechanical Plan III			X	X
145	D-104	MFRO Process Room - Mechanical Plan IV			X	X
146	D-105	MFRO Chemical Room - Mechanical Plan I			X	X
147	D-106	MFRO Chemical Room - Mechanical Plan II			X	X
148	D-107	Product Water Pump Station Plan			X	X
149	D-108	Product Water Tank - Plan			X	X
150	D-109	Inter-Process Storage Tank - Plan			X	X
151	D-110	Stormwater Bypass and Influent PRV Partial Plan			X	X
152	D-301	MFRO Process Room - Sections I			X	X
153	D-302	MFRO Process Room - Sections II			X	X
154	D-303	MFRO Process Room - Sections III			X	X
155	D-304	MFRO Process Room - Sections IV			X	X
156	D-305	MFRO Process Room - Sections V			X	X
157	D-306	MFRO Process Room - Sections VI			X	X
158	D-307	MFRO Chemical Room - Sections I			X	X
159	D-308	MFRO Chemical Room - Sections II				X
160	D-309	Product Water Pump Station - Sections I			X	X
161	D-310	Product Water Pump Station - Sections II				X
162	D-311	Product Water Tank - Sections II			X	X
163	D-312	Product Water Tank - Sections II			X	X
164	D-313	Inter-process Storage Tank - Sections			X	X
165	D-501	Mechanical - Chemical Feed Systems Details I			X	X
166	D-502	Mechanical - Chemical Feed Systems Details II			X	X
167	D-503	Mechanical - Pump Station Details I		X	X	X
168	D-504	Mechanical - Pump Station Details II		X	X	X
169	D-505	Mechanical - Pipe Support Details I		X	X	X
170	D-506	Mechanical - Pipe Support Details II		X	X	X
171	D-507	Mechanical - Pipe Support Details III		X	X	X
172	D-508	Mechanical - Details I		X	X	X
173	D-509	Mechanical - Details II		X	X	X
174	D-510	Mechanical - Details III		X	X	X
175	D-511	Mechanical - Details IV		X	X	X
176	D-512	Mechanical - Details V		X	X	X
177	D-513	Mechanical - Tank Details I			X	X
178	D-901	IBPS Mechanical Plan	X	X	X	X
179	D-902	IBPS Mechanical Sections I	X	X	X	X
180	D-903	IBPS Mechanical Sections II		X	X	X
181	D-904	IBPS Mechanical Sections II				X
182	FP-001	Fire Protection Legend			X	X
183	FP-100	Fire Protection Overall Plan			X	X
184	FP-101	Fire Protection Enlarged Plan			X	X
185	P-001	Plumbing Legend and Schedule			X	X
186	P-100	Plumbing First Floor Plan-Sanitary			X	X
187	P-101	Plumbing First Floor Plan-Domestic			X	X
188	P-102	MFRO Process Room - Plan I				X
189	P-103	MFRO Process Room - Plan II				X
190	P-104	MFRO Chemical Room - Plan I				X
191	P-105	Plumbing Roof Plan			X	X
192	P-501	Plumbing Details		X	X	X
193	P-502	Plumbing Details			X	X
194	P-601	Plumbing Waste Riser Diagram				X
195	P-602	Plumbing Water Riser Diagram				X
196	P-901	IBPS Plumbing Plan		X	X	X
197	H-001	HVAC Legend and Notes			X	X
198	H-100	HVAC MFRO Building Overall Plan			X	X
199	H-101	MFRO Process Room			X	X
200	H-102	MFRO Chemical Room - Plan I			X	X
201	H-103	MFRO Chemical Room - Plan II				X
202	H-301	Mechanical Sections			X	X
203	H-302	MFRO Process Room - Sections				X
204	H-303	MFRO Chemical Room - Sections				X
205	H-501	HVAC Details				X
206	H-601	HVAC Schedule			X	X
207	H-602	HVAC Schedules II				X

City of Escondido - MFRO for Agriculture Project

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Sheet #	Sheet	Description	Design Submittal			
			Phase I			Phase II
			IBPS 30%	IBPS 60%	MFRO 60%	MFRO 90%
208	H-801	HVAC Sequence of Operations				X
209	H-900	Mechanical General Information		X	X	X
210	H-901	IBPS HVAC Plan		X	X	X
211	H-902	IBPS HVAC Schedules		X	X	X
212	E-001	ELECTRICAL NOTES AND ABBREVIATIONS			X	X
213	E-002	ELECTRICAL LEGEND ANS SYMBOLS			X	X
214	E-003	SDG&E Incoming Site Plan			X	X
215	E-004	Site Plan I			X	X
216	E-005	Site Plan II			X	X
217	E-006	Site Plan III			X	X
218	E-100	MFRO Building Overall Electrical Plan			X	X
219	E-101	MFRO Building Overall Lighting Plan			X	X
220	E-402	MFRO Process Room Electrical Plan I			X	X
221	E-403	MFRO Process Room Electrical Plan II			X	X
222	E-404	MFRO Process Room Electrical Plan III			X	X
223	E-405	MFRO Process Room Electrical Plan IV			X	X
224	E-406	Electrical Room Electrical Plan			X	X
225	E-407	MFRO Chemical Room - Electrical Plan I			X	X
226	E-408	MFRO Chemical Room - Electrical Plan II			X	X
227	E-409	Product Water Pump Station - Electrical Plan			X	X
228	E-416	MFRO Process Room Lighting Plan I			X	X
229	E-417	MFRO Process Room Lighting Plan II			X	X
230	E-418	MFRO Process Room Lighting Plan III			X	X
231	E-419	MFRO Process Room Lighting Plan IV			X	X
232	E-420	Electrical Room Lighting Plan			X	X
233	E-421	MFRO Chemical Room - Lighting Plan I			X	X
234	E-422	MFRO Chemical Room - Lighting Plan II			X	X
235	E-501	Miscellaneous Details I			X	X
236	E-502	Miscellaneous Details II			X	X
237	E-503	Miscellaneous Details III			X	X
238	E-504	Miscellaneous Details IV			X	X
239	E-600	Overall Single Line Diagram			X	X
240	E-601	SDG&E Single Line Diagram			X	X
241	E-602	480V SWGR - MFRO Single Line Diagram			X	X
242	E-603	480V MCC-CSB Single line Diagram			X	X
243	E-604	480V MCC-MFRO Single Line Diagram I			X	X
244	E-605	480V MCC-MFRO Single Line Diagram II			X	X
245	E-606	480V MCC-MFRO Single Line Diagram III			X	X
246	E-607	480V New Emergency Generator Panelboard			X	X
247	E-608	480V PP-MFRO Single Line Diagram			X	X
248	E-611	Control System Single Line Diagrams I			X	X
249	E-612	Control System Single Line Diagrams II			X	X
250	E-613	Control System Single Line Diagrams III			X	X
251	E-614	Control System Single Line Diagrams IV			X	X
252	E-615	Control System Single Line Diagrams V			X	X
253	E-616	Control System Single Line Diagrams VI			X	X
254	E-617	Control System Single Line Diagrams VII			X	X
255	E-618	Miscellaneous Single Line Diagrams I			X	X
256	E-619	Miscellaneous Single Line Diagrams II			X	X
257	E-624	Lighting Fixture schedule			X	X
258	E-625	Panel schedules I			X	X
259	E-626	Panel schedules II			X	X
260	E-627	Duct Bank Sections and Schedules			X	X
261	ED-901	IBPS Site Demolition Plan	X	X	X	X
262	E-901	IBPS Single Line Diagram I	X	X	X	X
263	E-902	IBPS Single Line Diagram II	X	X	X	X
264	E-903	IBPS Control Single Line Diagram	X	X	X	X
265	E-904	IBPS Electrical Site Plan		X	X	X
266	E-905	IBPS Generator Room Electrical Plan	X	X	X	X
267	E-906	IBPS Electrical Room Electrical Plan		X	X	X
268	E-907	IBPS Pump Room Electrical Plan		X	X	X
269	E-908	IBPS Rest Room Electrical Plan		X	X	X
270	E-909	IBPS Lighting Plan		X	X	X
271	E-910	IBPS Panel and Fixture Schedule and IO List		X	X	X
272	E-911	IBPS Title 24 Sheets Sheet 1 of 2		X	X	X
273	E-912	IBPS Title 24 Sheets Sheet 2 of 2		X	X	X
274	E-913	DUCT BANK SECTIONS		X	X	X
275	I-001	Legend, Symbols and Abbreviations I	X	X	X	X
276	I-002	Legend, Symbols and Abbreviations II	X	X	X	X

City of Escondido - MFRO for Agriculture Project

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Sheet #	Sheet	Description	Design Submittal			
			Phase I			Phase II
			IBPS 30%	IBPS 60%	MFRO 60%	MFRO 90%
277	I-003	Legend, Symbols and Abbreviations III			X	X
278	I-004	PID - Plant Influent Flow			X	X
279	I-005	PID - MF Autostrainers			X	X
280	I-006	PID - MF System			X	X
281	I-007	PID - MF Unit Detail (Typical of 2)			X	X
282	I-008	PID - MF CIP System			X	X
283	I-009	Membrane Blowers			X	X
284	I-010	PID - MF Backwash Pump Station			X	X
285	I-011	PID - RO Transfer Pumps			X	X
286	I-012	PID - RO Feed Pretreatment			X	X
287	I-013	PID - RO System Overview			X	X
288	I-014	PID - RO Unit 1 Detail I RO Feed Pump - Typical of Four			X	X
289	I-015	PID - RO Unit 1 Detail II RO Vessels - Typical of Four			X	X
290	I-016	PID - RO Unit 1 Detail III RO Permeate - Typical of Four			X	X
291	I-017	PID - RO Unit 1 Detail IV RO Concentrate - Typical of Four			X	X
292	I-018	PID - RO Flush Pump Station			X	X
293	I-019	PID - Product Water Storage			X	X
294	I-020	PID - Product Water Pump Station			X	X
295	I-021	PID - Surge Control System			X	X
296	I-022	PID - RO Clean In Place System			X	X
297	I-023	PID - Compressed Air System			X	X
298	I-024	PID - Sodium Hypochlorite Storage Tank			X	X
299	I-025	PID - Sodium Hypochlorite Feed System - Sheet 1 of 2			X	X
300	I-026	PID - Sodium Hypochlorite Feed System - Sheet 2 of 2			X	X
301	I-027	PID - Liquid Ammonium Sulfate Storage Tank			X	X
302	I-028	PID - Liquid Ammonium Sulfate Feed System - Sheet 1 of 2			X	X
303	I-029	PID - Liquid Ammonium Sulfate Feed System - Sheet 2 of 2			X	X
304	I-030	PID - Sulfuric Acid Storage Tank			X	X
305	I-031	PID - Sulfuric Acid Feed System			X	X
306	I-032	PID - Sulfuric Acid Feed System			X	X
307	I-033	PID - Sulfuric Acid Feed System			X	X
308	I-034	PID - Sodium Bisulfite Storage Tank			X	X
309	I-035	PID - Sodium Bisulfite Feed System - Sheet 1 of 2			X	X
310	I-036	PID - Sodium Bisulfite Feed System - Sheet 2 of 2			X	X
311	I-037	PID - Antiscalant Storage Tank			X	X
312	I-038	PID - Antiscalant Feed System			X	X
313	I-039	PID - Sodium Hydroxide Storage Tank			X	X
314	I-040	PID - Sodium Hydroxide Feed System			X	X
315	I-041	PID - Sodium Hydroxide Transfer Pumps			X	X
316	I-042	PID - Citric Acid Storage			X	X
317	I-043	PID - Citric Acid Feed System			X	X
318	I-044	PID - Engine Generator			X	X
319	I-045	PID - Miscellaneous Systems				X
320	I-046	Instrumentation - Network System Control Block Diagram - Sheet 1 of 2				X
321	I-047	Instrumentation - Network System Control Block Diagram - Sheet 2 of 2				X
322	I-050	Network Diagram I			X	X
323	I-051	Network Diagram II			X	X
324	I-052	MFRO Fiber Optic Block Diagram			X	X
325	I-060	Installation Details I			X	X
326	I-061	Installation Details II			X	X
327	I-065	Panel Exterior Elevation			X	X
328	I-066	Panel Backplane Elevation			X	X
329	I-067	Panel Layout II			X	X
330	I-068	Panel Layout III			X	X
331	I-900	P&ID - Intermediate Booster Pump Station	X	X	X	X
332	I-901	P&ID - Engine Generator	X	X	X	X
			28	77	281	332
			8%	23%	85%	100%

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Spec #	Spec Title
Div 01 - General Requirements	
01110	Summary of Work
01140	Work Restrictions and Constraints
01150	State Revolving Funds Requirements
01160	Warranties
01300	Submittals
01310	Construction Progress Schedule
01380	Construction Videotapes and Photographs
01400	Quality Control
01450	Structural Tests and Special Inspections
01500	Temporary Facilities and Controls
01504	Disinfection and Tie-ins for Pipelines
01530	Temporary Right-of-Way Encroachment
01560	Temporary Environmental Controls and Constraints
01610	General Equipment Stipulations
01611	Meteorological and Seismic Design Criteria
01612	Product Delivery Requirements
01614	Product Storage and Handling Requirements
01615	Equipment and Valve Identification
01620	Equipment Schedule
01630	Pipeline Schedule
01650	Commissioning
01820	Demonstration and Training
01900	Design Requirements for Non-Structural Components and Non-Building Structures
Div 02- Site Work	
02050	Demolition
02200	Excavation and Fill for Structures
02202	Trenching and Backfilling
02204	Storm Water Management Systems
02512	Asphalt Concrete Paving
02522	Concrete Sidewalk, Curb, and Gutter
02605	Sanitary Utility Sewerage Manholes, Frames and Covers
02619	Reinforced Concrete Pipe
02628	Polyvinyl Chloride (PVC) Sewer Pipe
02630	Polyvinyl Chloride (PVC) Pressure Pipe
02702	Sewer Pipe Installation and Testing
02820	Chain Link Fence and Gates
02825	Ornamental Fencing and Gates
02829	Swing Gate Operator
02813	Irrigation Systems
02837	Slide Gate Operator
02900	Landscaping
Div 03 - Concrete	
03100	Concrete Formwork
03200	Concrete Reinforcement
03300	Cast-in-place Concrete
03480	Precast Reinforced Concrete Vaults
03600	Grouting
Div 04 - Masonry	
04200	Masonry
04815	Glass Unit Masonry Assemblies

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Spec #	Spec Title
Div 05 - Metals	
05100	Structural Metal Framing
05210	Open Web Steel Joists
05310	Steel Roof Deck
05400	Cold-formed Metal Framing
05500	Metal Fabrications
05502	Anchorage in Concrete and Masonry
05505	Miscellaneous Metalwork
05520	Handrailing, Guardrailing, and Ladders
05530	Gratings and Cover Plates
05910	Hot Dip Galvanizing
Div 06 - Wood and Plastic	
06416	Plastic Laminate Clad Architectural Cabinetry
06600	Fiberglass Reinforced Gratings
06620	Fiberglass Reinforced Products and Fabrications
Div 07 - Thermal and Moisture Protection	
07200	Thermal Insulation
07400	Metal Roofing Panels
07600	Flashing and Sheet Metal
07720	Roof Accessories
07840	Firestopping
07900	Joint Sealants
Div 08 - Doors and Windows	
08110	Steel Doors and Frames
08331	Overhead Coiling Aluminum Doors
08510	Metal Windows
08700	Door Hardware
08800	Glass and Glazing
Div 09 - Finishes	
09250	Gypsum Wallboard
09310	Ceramic Tile
09510	Suspended Acoustical Ceilings
09660	Resilient Floor Coverings
09880	Corrosion Protection Lining Systems
09920	Architectural Painting
09940	Protective Coatings
09960	Graffiti Protective Coating
Div 10 - Specialties	
10200	Louvers and Vents
10400	Identifying Devices
10510	Metal Lockers
10800	Toilet Accessories
10990	Miscellaneous Specialties
Div 11 - Equipment	
11002	Rigid Equipment Mounts
11005	Machine Alignment
11060	Equipment Installation
11115	Horizontal End Suction Centrifugal Pumps
11140	Vertical Diffusion Vane Pumps
11145	Custom Engineered Vertical Diffusion Vane Pumps
11532	Inline Static Mixers

List of Specifications

City of Escondido - MFRO for Agriculture Project

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Spec #	Spec Title
11625	Positive Displacement Blowers
11630	Compressed Air Equipment – Base Mounted Compressors
11727	Liquid Chemical Feed System
11910	MFRO Facility - Outdoor Standby Generator
11920	IBPS - Indoor Standby Generator
Div 12 - Furnishings	
12510	Office Furniture
12625	Laboratory Furniture
Div 13 - Special Construction	
13025	Reverse Osmosis System
13030	Membrane Filtration
13110	Corrosion Protection for Pipelines
13122	Metal Building Systems
13190	Fiberglass Reinforced Plastic Chemical Storage Tanks
13192	Steel Chemical Storage Tanks
13197	Glass Coated, Bolted Steel Water Storage Tank
13500	Instrumentation and Control System
13530	Programmable Logic Controllers
13540	Process Control Descriptions
13560	Instrument Index
13561	Panel Mounted Instruments
13562	Flow Instruments
13563	Pressure and Level Instruments
13564	Process Analytical Instruments
13565	Temperature Instruments
13566	Miscellaneous Instruments
13570	Panels, Consoles, and Appurtenances
13590	Network Systems
13591	Metallic and Fiber Optic Communication Cables and Connectors
13755	Cleaning and Disinfection of Structures
13800	Surge Control System
13930	Fire-Suppression Sprinkler Systems
Div 14 - Conveyance Systems	
14503	Electric Fork Lift
14641	Portable Gantry Cranes
14504	Scissor Lift
Div 15 - Mechanical	
15010	Valve Installation
15020	Miscellaneous Piping and Pipe Accessories Installation
15050	Basic Mechanical Building Systems Materials and Methods
15060	Miscellaneous Piping and Pipe Accessories
15061	Ductile Iron Pipe
15064	Stainless Steel Pipe and Alloy Pipe, Tubing, and Accessories
15065	Miscellaneous Steel Pipe, Tubing, and Accessories
15067	Plastic Process Pipe, Tubing, and Accessories
15069	Cast Iron Soil Pipe
15070	Copper Tubing and Accessories
15091	Ball Valves
15092	Industrial Butterfly Valves
15093	Check Valves
15094	Backflow Preventers

List of Specifications

City of Escondido - MFRO for Agriculture Project

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Spec #	Spec Title
15095	Solenoid Valves
15096	Globe Valves
15099	Pressure Reducing Valves
15101	AWWA Butterfly Valves
15104	Resilient-Seated Gate Valves
15106	Flow Control Valves
15108	Air Valves
15130	Pressure Gauges
15140	Pipe Supports
15150	Water Meters
15180	Valve Actuators
15200	Valve Schedule
15210	Process Piping Electrical Resistance Heat Tracing and Insulation
15250	Mechanical Insulation
15400	Plumbing
15495	Automatic Strainer
15650	Refrigeration Systems
15880	Air Distribution Systems
15955	Building Systems Controls
15990	Testing, Adjusting, and Balancing
	Div 16 - Electrical
16050	Electrical
16069	Active Harmonic Filter
16100	Electrical Equipment Installation
16150	Adjustable Frequency Drives
16220	Common Motor Requirements for Process Equipment
16260	Automatic Transfer Switch
16346	Low Voltage Switchgear
16480	600 Volt Class Motor Control Centers
16721	Fire Detection and Alarm System
16725	Electronic Security Systems
16754	IBPS - Low Voltage Electrical Service and Distribution
16900	Photo Voltaic System

Subconsultant Proposals



10920 Via Frontera, Suite 210, San Diego, CA 92127 (858) 451-0374

August 4, 2020

Mr. J.P. Semper, P.E
Brown & Caldwell.
450 B Street, Suite 1500
San Diego, CA 92101

Subject: Escondido Bridge Crossing – Pipeline Design-Built Structural Support

Dear Mr. Semper:

As requested, Beyaz & Patel (B&P) is pleased to submit this proposal for structural engineering services for structural design support and services during construction of the new 24-inch recycled water pipeline along W. Washington Avenue, Escondido.

A. Scope of Services

Our scope of services includes:

1. Coordinate with pipe suppliers and assist in the development of the structural design.
2. Contact preliminary review of supplier's design and calculations.
3. Review signed and sealed shop drawings and calculations for the "Issue for Construction" bridge support package.
4. Provide engineering support during construction.
 - a. Perform two site visits to observe installation.
 - b. Respond to two (2) RFIs.

B. Compensation

We propose a fee of \$8,500. We will not exceed these amounts without your written authorization. Any change in the Scope of Services will require adjustment to the proposed fee.

If you have any questions or need additional information regarding our proposal, please contact us at (858) 451-0374.

Sincerely,
BEYAZ & PATEL, INC.

Subhash Patel, PE, SE
President

July 14, 2020

Jocelyn Lu
Senior Staff Engineer
Brown and Caldwell
San Diego, CA
jlu@brwnald.com
858.571.6731



RE: City of Escondido MFRO for Agriculture Project – Noise Proposal for MFRO Facility –Intermediate Booster Pump Station

Dear Jocelyn

In response to your request, DHK Engineers (DHK) is please to provide a SCOPE OF WORK for the acoustical analyses/design support elements for *City of Escondido- MRFO for Agriculture (MFRO Facility)*. It is our understanding the *MFRO and Intermediate Booster Pump Station will be handled under separate proposals*.

We appreciate the opportunity to assist your efforts and we look forward to working with you and your staff on this project.

Very truly yours,
DHK Engineers, Inc.

Donald H. King, P.E.
Project Manger

DHK;sky;

Attachment: Scope and estimated fees

I. SCOPE OF WORK/ MANHOURS/FEE- Intermediate Booster Pump Station (IBPS)

Task 1: Preliminary Noise Evaluation and Mitigation Study

DHK Engineers, as a sub-consultant to B&C, will perform an acoustical analysis for the Intermediate Booster Pump Station (IBPS) to ensure allowable legal noise levels are not exceeded at the property line per local ordinances. DHK will perform the following:

- Conduct an ambient noise baseline survey to evaluate existing noise conditions relative to the IBPS facility located in a “residential” zoned area within the City of Escondido. Estimated Hours DHK 10 @ \$180/hr = \$1,800
- Utilize SoundPlan noise simulation software to evaluate the IBPS noise impact(s) on the immediate (250 meter radius) development and provide graphical and quantitative analysis to assist in the design development. Estimated Hours DHK 24 @ \$180/hr. = \$4,320
- Summarize the regulatory and noise ordinance requirements, ambient baseline conditions, noise computer simulations, for the IBPS, operational acoustical abatement analyses, findings and recommendations into a Noise Assessment Report. Estimated Hours DHK 30 @ \$180/hr. = \$5,400

Task 1 Deliverables – DHK Engineers will summarize results and recommendations into a report and submit three (3) hard copies and one (1) electronic copy (pdf) of the draft report for City review. City comments will be incorporated and three (3) hard copies and one (1) electronic copy (pdf) of the final report will be submitted.

Task 2: Acoustical Design Support Services (60%-100%)

Design support services including specifications, mitigation measures, and possible alternative analyses. Estimated Hours: DHK 12 @ \$180/hr. \$2,160

Donald King will be the senior acoustical engineer assigned to this project with a billing rate of \$180/hr (CY 2020-21)

July 14, 2020

Jocelyn Lu
Senior Staff Engineer
Brown and Caldwell
San Diego, CA
jl@brwncald.com
858.571.6731



RE: City of Escondido MFRO for Agriculture Project – Noise Proposal for MFRO Facility – Membrane Filter Reverse Osmosis Facility

Dear Jocelyn

In response to your request, DHK Engineers (DHK) is please to provide a SCOPE OF WORK for the acoustical analyses/design support elements for *City of Escondido- MRFO for Agriculture (MFRO Facility)*. It is our understanding the *MFRO and Intermediate Booster Pump Station will be handled under separate proposals*.

We appreciate the opportunity to assist your efforts and we look forward to working with you and your staff on this project.

Very truly yours,
DHK Engineers, Inc.

Donald H. King, P.E.
Project Manger

DHK;sky;

Attachment: Scope and estimated fees

I. SCOPE OF WORK/ MANHOURS/FEE- MFRO Facility

Task 1: Preliminary Noise Evaluation and Mitigation Study

DHK Engineers, as a sub-consultant to B&C, will perform an acoustical analysis for the treatment and well facilities to ensure allowable legal noise levels are not exceeded at the property line per local ordinances. DHK will perform the following:

- Conduct an ambient noise baseline survey to evaluate existing noise conditions relative to the MFRO facility located in an industrial zone area within the City of Escondido. Estimated Hours DHK 12 @ \$180/hr = \$2,160
- Utilize SoundPlan noise simulation software to evaluate the MFRO Building noise impact(s) on the immediate (250 meter radius) development and provide graphical and quantitative analysis to assist in the design development. Estimated Hours DHK 28 @ \$180/hr. = \$5,040
- Summarize the regulatory and noise ordinance requirements, ambient baseline conditions, noise computer simulations, for the MFRO configuration and operational acoustical abatement analyses, findings and recommendations into a Noise Assessment Report. Estimated Hours DHK 32 @ \$180/hr. = \$5,760

Task 1 Deliverables – DHK Engineers will summarize results and recommendations into a report and submit three (3) hard copies and one (1) electronic copy (pdf) of the draft report for City review. City comments will be incorporated and three (3) hard copies and one (1) electronic copy (pdf) of the final report will be submitted.

Task 2: Acoustical Design Support Services (60%-100%)

Design support services including specifications, mitigation measures, and possible alternative analyses. Estimated Hours: DHK 8 @ \$180/hr. \$1,440

Donald King will be the senior acoustical engineer assigned to this project with a billing rate of \$180/hr (CY 2020-21)



3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com
PLA 2342 | 2386 | 2500

August 4, 2020

Brown and Caldwell
450 B Street, Suite #1500
San Diego, CA 92101

Attention: Ms. Jocelyn Lu
Sr. Staff Engineer

Subject: Landscape Architecture Services (90% PS&E)

Project: Intermediate Booster Pump Station (IBPS)
Escondido, CA.

Dear Jocelyn:

Please find attached our scope and fee for taking the landscape design drawings to the 90% phase as requested for the IBPS facility. This proposal is to correspond to the following scope items requested:

Design Package and Submittals:

1. IBPS – 90% Design drawings and specifications

Our scope is as follows:

I. SCOPE OF SERVICES:

A. Construction Document Drawings

1. KTU+A will prepare a 90% landscape construction document submittal packages, that includes below items for electronic submittals for review and coordination. All work will be coordinated with the design team and prepared using AutoCAD provided by client. The documents included are:

- Irrigation Plan, Legend and Details
- Planting Plan, Legend and Details
- Specifications

- a) Irrigation Plan, Legend and Details. This plan will diagrammatically lay out landscape irrigation piping, valves, control equipment, sprinkler heads and related irrigation equipment for the irrigation of planting areas, at 20' scale, specifically calling out all pipe and equipment sizing and types; and will include legend and details required to install the irrigation system. KTU+A will coordinate with the Civil subconsultant as required. Reclaimed water is to be

accounted for on this project.

- b) Planting Plan, Legend and Details. This plan will graphically locate and identify planting materials at 20' scale, including specific quantities, sizes and varieties, and will include a planting legend to identify the plant materials.
- c) Specifications. The specifications (CSI format) will identify the types, manufacturer and/or qualities of materials to be used or incorporated into the work, setting forth methods of installation and establishing the quality and workmanship of the finished work; and will be organized to separate those portions of the work which may logically be executed by different trades or separate contractors.

2. Meetings - Includes two (2) local design team meetings (in San Diego) and/or conference calls, which have been estimated for budgeting purposes (not weekly team mtgs). Also includes one (1) coordination meeting with the Department of Environmental Health department (DEH). Does not include travel to Escondido but additional services may be provided on an hourly basis.

II. PROFESSIONAL FEES:

Our fees shall be on a lump sum basis as follows:

A. Construction Documents (90% Submittal) \$6,975.00

III. ADDITIONAL SERVICES:

Revisions, program adjustments, and/or any additional services requested, above and beyond those specified above or over and above those provided for. These shall be paid for by the Client on an hourly basis at the following hourly rates or a negotiated fee:

Clerical/Administrative	\$85.00/hour
Designer/Planner	\$105.00/hour
Senior Designer	\$115.00/hour
Associate	\$125.00/hour
Senior Associate	\$145.00/hour
Principal	\$175.00/hour

- i. All hourly rates for services required and/or performed for this project after July of each year are subject to a maximum increase of five percent (5%) per annum.
- ii. Fee payment request for time and material work, additional services, and other reimbursable costs will be due and payable 30 days from receipt of invoice at the first of each month for items furnished and work completed.
- iii. It is hereby agreed that failure by the Client to pay promptly all amounts due hereunder this Agreement to the Landscape Architect, as and when the same becomes due, will excuse further performance by the Landscape Architect until all such payments have been made; and under such circumstances the Landscape Architect may, at his option, add interest to accounts thirty (30) days past due at the rate of one percent (1%) per month on the unpaid balance of the account due and assessed until such overdue balance has been paid in full. The Client shall pay for all legal costs and attorney's fees resulting from any legal action required to collect those fees, which remain unpaid for a period in excess on ninety (90) days

- (if client is found at fault).
- iv. Additional requirements and services listed in other agreements with the Client are specifically excluded from this proposal unless specifically agreed to in writing.
 - v. Services not included: Additional sub-consultants (Arborist, Electrical, Structural, etc...), revisions due to adjustments in program or budget, cost estimating, weekly team coordination meetings, supportive LEED drawings greater than Silver certification, BIM drawings or conversion, attendance of any public hearings and/or additional meetings and make presentations to review committees. Site plan changes, structural design, separate public improvement or grading permit plans, streetscape/ROW drawings, additional photo board exhibits-renderings or construction changes by client, water-sewer or major drainage facilities. Agency Fees, storm water management plans (by contractor), public right of way improvements, traffic control plans, erosion control plans, BMP's or storm water pollution prevention plans, dry utility upgrades, geotechnical observation and testing during grading contractor contract documents, final mapping and revisions to engineering plans and supporting documents due to changes in site plan.
 - vi. Additional Team Meetings shall be billed on an hourly basis (As required over the stated scope).

IV. REIMBURSABLE EXPENSES:

Reimbursable expenses are currently unknown with examples listed below that are to be covered by the Client and will be billed on an as used basis only. It is assumed that most submittals and coordination will be electronic through email or through a file sharing site.

The following are reimbursable items:

- a) Any special delivery costs (FedEx, UPS, Lion, etc.) – at cost plus 8%.
- b) Any reproduction or plotting costs - at cost plus 8%.
- c) All out of town travel and/or lodging expenses (out of San Diego County), are at cost.
- d) Via car rental at current rates or private automobile at \$.57 cents/mile.
- e) Additional printing such as: separate plans as required by city/county agencies, grading plan submittals, additional renderings - Hourly plus expenses or negotiated lump sum fee.
- f) All outside/consultant services - Hourly plus expenses or negotiated lump sum fee.

V. CLIENT RESPONSIBILITIES:

The Client shall be responsible and agree to provide or cause to be provided to the Landscape Architect, at no cost to the Landscape Architect, (if available) the following:

- A. Electronic base plan set up in Auto Cad format version 2018 min., DXF, DWG or EXE. CAD files shall have accompanied by file per settings, names of files, reference files, named views, (indicate if in paper space or model space). Description of CAD file layers (name and indicate on, off, frozen, etc.); showing exact locations, elevations, and sizes of proposed structures and improvements. Certified land survey of the site, giving grades and lines of streets, pavements and adjoining properties, rights-of-ways, restrictions, easements, zoning, deed restrictions and contours of the site; locations, dimensions and complete data pertaining to existing improvements, plantings, and available services and utilities both public and private. Prints denoting accurate to scale plans and drawings (and on disk).

- B. Site grading plans of proposed topography of project site; locations and elevations proposed utility lines and facilities, including source(s) of water and static water pressure(s), and locations for 110v electrical connections available for irrigation system(s).
- C. Complete soil bearing and agronomic reports, including necessary test pits, borings, and other operations for determining soil and subsoil conditions relative to landscape work.
- D. All Engineering for electrical plans, civil engineering grading and drainage plans, utilities and horizontal controls, and architectural plans prepared by Client's consultants.
- E. Providing promptly full information regarding the requirements for the project.
- F. Designating a representative to act in its behalf with respect to the project. A Client representative shall examine documents submitted by Landscape Architect and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Landscape Architect's services.
- G. In case of a civil suit, the Client agrees that prior to filing suit against the Landscape Architect; the Client will engage another Landscape Architect to verify and certify (after reviewing this Agreement) the contract documents, project files and site conditions, that there is justifiable cause for the suit.
- H. Certifications - Guarantees and Warrantees: The firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the firm cannot ascertain

VI. TERMS AND CONDITIONS:


- A. Code Compliance - The firm shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect at the time of the execution of this agreement. Design changes made necessary by newly enacted laws, codes and regulations put into effect after the date of this agreement shall entitle the firm to a reasonable adjustment in the schedule and additional compensation in accordance with the additional services agreement provision of this agreement.
- B. If Client requires an indemnity clause in the agreement, it will be a reciprocal indemnity clause in the agreement.
- C. Limitation of Liability - Any use or reuse of altered files by the Client or others, without written verification or CADD adaptations by the consultant for the specific purpose intended, will be at the Client's risk and full legal responsibility. Furthermore, the Client will, fully permitted by law, indemnify and hold the consultant harmless from all claims, suits, liability, demands, judgments, costs and attorney fees arising out of or resulting there from. Any verification of such adaptation by the Client will entitle the consultant to additional compensation at current rates.
When there is a conflict between the drawings and the electronic files, the sealed drawings will govern.
- D. Risk Allocation - The Client and KTU+A recognize the relative risks, rewards, and benefits of the project to the Owner. Allocation of the risks are such that the Client agrees that fully permitted by law, KTU+A, total liability to the Owner for all injuries, claims, losses, expenses, damages, or claim expense arising out of this agreement from any cause or causes shall not exceed the total amount of compensation received under this agreement. Such causes include but are not limited to negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.
- E. Corporate Protection - It is intended by the parties to this Agreement that the Consultant's services about the Project shall not subject the Consultant's individual employees, officers or

directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a California State corporation, and not against any of the Consultant's individual employees, officers or directors.

- F. Dispute Resolution - Any claims or disputes made during design, construction or post-construction between the client and firm shall be submitted to non-binding mediation. Client and firm agree that mediation will serve as the primary method for dispute resolution and each party agrees to bear their own costs for mediation.
- G. Information Provided by Others - The client shall furnish all information, requirements, reports, data, survey and instructions required by this agreement. The firm may use such information, requirements, reports, data surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- H. Indemnification - The firm agrees, fully permitted by law, to indemnify and hold harmless the client against damages, liabilities, and costs arising from the negligent acts of the consultant in the performance of professional services under this agreement, to the extent that the consultant is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the firm and the client. The firm shall not be obligated to indemnify the client for the client's own negligence.
- I. Survivability - The provisions of this agreement shall survive the completion of services and the scope of services.
- J. Termination of Services - This agreement may be terminated by the client or the firm for convenience and without cause upon giving the other party not less than ten (10) calendar days' written notice. In the event of termination, the client shall pay the firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Jocelyn, we appreciate your request for services very much and look forward to the opportunity to continue working with you and your team. Please review our agreement and call me if you have any questions. Thank you very much!

Sincerely,



Kurt W. Carlson, ASLA
Senior Principal
CA PLA 2342, PLA AZ 54111

CLIENT APPROVED
Brown and Caldwell

Authorized Signature

Date

Print or type name

Title



3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com
PLA 2342 | 2386 | 2500 | 3734

July 17, 2020

Brown and Caldwell
450 B Street, Suite #1500
San Diego, CA 92101

Attention: Ms. Jocelyn Lu
Sr. Staff Engineer

Subject: Landscape Architecture Services (90%-100% PS&E)

Project: MFRO Process Building
Escondido, CA.

Dear Jocelyn:

Please find attached our scope and fee for taking the landscape design drawings to the 90% and 100% submittal phases as requested for the MFRO Process Building.

This proposal is to correspond to the following scope items requested:

Design Package and Submittals:

1. MFRO – 90% Design drawings and specifications
2. MFRO – 100% Design drawings and specifications

Our scope is as follows:

I. SCOPE OF SERVICES:

A. Construction Document Drawings

1. KTU+A will prepare a 90% and 100% landscape construction document submittal packages, that includes below items for electronic submittals for review and coordination. All work will be coordinated with the design team and prepared using AutoCAD provided by client. The documents included are:

- Irrigation Plan, Legend and Details
- Planting Plan, Legend and Details
- Specifications

- a) Irrigation Plan, Legend and Details. This plan will diagrammatically lay out landscape irrigation piping, valves, control equipment, sprinkler heads and related irrigation equipment for the irrigation of planting areas, at 20' scale, specifically calling out all pipe and equipment sizing and types; and will include legend and details required to install the irrigation system. KTU+A will coordinate with the Civil subconsultant as required. Reclaimed water is to be

accounted for on this project.

- b) Planting Plan, Legend and Details. This plan will graphically locate and identify planting materials at 20' scale, including specific quantities, sizes and varieties, and will include a planting legend to identify the plant materials.
- c) Specifications. The specifications (CSI format) will identify the types, manufacturer and/or qualities of materials to be used or incorporated into the work, setting forth methods of installation and establishing the quality and workmanship of the finished work; and will be organized to separate those portions of the work which may logically be executed by different trades or separate contractors.

- 2. Meetings - Includes four (4) local design team meetings (in San Diego) and/or conference calls, which have been estimated for budgeting purposes (not weekly team mtgs). Also includes two (2) coordination meetings with the Department of Environmental Health department (DEH). Does not include travel to Escondido but additional services may be provided on an hourly basis.

II. PROFESSIONAL FEES:

Our fees shall be on a lump sum basis as follows:

- A. Construction Documents (90% Submittal) \$6,630.00
- B. Construction Documents (100%/Final Submittal) \$5,030.00

III. ADDITIONAL SERVICES:

Revisions, program adjustments, and/or any additional services requested, above and beyond those specified above or over and above those provided for. These shall be paid for by the Client on an hourly basis at the following hourly rates or a negotiated fee:

Clerical/Administrative	\$85.00/hour
Designer/Planner	\$105.00/hour
Senior Designer	\$115.00/hour
Associate	\$125.00/hour
Senior Associate	\$145.00/hour
Principal	\$175.00/hour

- i. All hourly rates for services required and/or performed for this project after July of each year are subject to a maximum increase of five percent (5%) per annum.
- ii. Fee payment request for time and material work, additional services, and other reimbursable costs will be due and payable 30 days from receipt of invoice at the first of each month for items furnished and work completed.
- iii. It is hereby agreed that failure by the Client to pay promptly all amounts due hereunder this Agreement to the Landscape Architect, as and when the same becomes due, will excuse further performance by the Landscape Architect until all such payments have been made; and under such circumstances the Landscape Architect may, at his option, add interest to accounts thirty (30) days past due at the rate of one percent (1%) per month on the unpaid balance of the account due and assessed until such overdue balance has been paid in full. The Client shall pay for all legal costs and attorney's fees resulting from any legal action

- required to collect those fees, which remain unpaid for a period in excess on ninety (90) days (if client is found at fault).
- iv. Additional requirements and services listed in other agreements with the Client are specifically excluded from this proposal unless specifically agreed to in writing.
 - v. Services not included: Additional sub-consultants (Arborist, Electrical, Structural, etc...), revisions due to adjustments in program or budget, cost estimating, weekly team coordination meetings, supportive LEED drawings greater than Silver certification, BIM drawings or conversion, attendance of any public hearings and/or additional meetings and make presentations to review committees. Site plan changes, structural design, separate public improvement or grading permit plans, streetscape/ROW drawings, additional photo board exhibits-renderings or construction changes by client, water-sewer or major drainage facilities. Agency Fees, storm water management plans (by contractor), public right of way improvements, traffic control plans, erosion control plans, BMP's or storm water pollution prevention plans, dry utility upgrades, geotechnical observation and testing during grading contractor contract documents, final mapping and revisions to engineering plans and supporting documents due to changes in site plan.
 - vi. Additional Team Meetings shall be billed on an hourly basis (As required over stated scope).

IV. REIMBURSABLE EXPENSES:

Reimbursable expenses are currently unknown with examples listed below that are to be covered by the Client and will be billed on an as used basis only. It is assumed that most submittals and coordination will be electronic through email or through a file sharing site.

The following are reimbursable items:

- a) Any special delivery costs (FedEx, UPS, Lion, etc.) – at cost plus 8%.
- b) Any reproduction or plotting costs - at cost plus 8%.
- c) All out of town travel and/or lodging expenses (out of San Diego County), are at cost.
- d) Via car rental at current rates or private automobile at \$.57 cents/mile.
- e) Additional printing such as: separate plans as required by city/county agencies, grading plan submittals, additional renderings - Hourly plus expenses or negotiated lump sum fee.
- f) All outside/consultant services - Hourly plus expenses or negotiated lump sum fee.

V. CLIENT RESPONSIBILITIES:

The Client shall be responsible and agree to provide or cause to be provided to the Landscape Architect, at no cost to the Landscape Architect, (if available) the following:

- A. Electronic base plan set up in Auto Cad format version 2018 min., DXF, DWG or EXE. CAD files shall have accompanied by file per settings, names of files, reference files, named views, (indicate if in paper space or model space). Description of CAD file layers (name and indicate on, off, frozen, etc.); showing exact locations, elevations, and sizes of proposed structures and improvements. Certified land survey of the site, giving grades and lines of streets, pavements and adjoining properties, rights-of-ways, restrictions, easements, zoning, deed restrictions and contours of the site; locations, dimensions and complete data pertaining to existing improvements, plantings, and available services and utilities both public and private. Prints denoting accurate to scale plans and drawings (and on disk).

- B. Site grading plans of proposed topography of project site; locations and elevations proposed utility lines and facilities, including source(s) of water and static water pressure(s), and locations for 110v electrical connections available for irrigation system(s).
- C. Complete soil bearing and agronomic reports, including necessary test pits, borings, and other operations for determining soil and subsoil conditions relative to landscape work.
- D. All Engineering for electrical plans, civil engineering grading and drainage plans, utilities and horizontal controls, and architectural plans prepared by Client's consultants.
- E. Providing promptly full information regarding the requirements for the project.
- F. Designating a representative to act in its behalf with respect to the project. A Client representative shall examine documents submitted by Landscape Architect and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Landscape Architect's services.
- G. In case of a civil suit, the Client agrees that prior to filing suit against the Landscape Architect; the Client will engage another Landscape Architect to verify and certify (after reviewing this Agreement) the contract documents, project files and site conditions, that there is justifiable cause for the suit.
- H. Certifications - Guarantees and Warrantees: The firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the firm cannot ascertain

VI. TERMS AND CONDITIONS:

- A. Code Compliance - The firm shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect at the time of the execution of this agreement. Design changes made necessary by newly enacted laws, codes and regulations put into effect after the date of this agreement shall entitle the firm to a reasonable adjustment in the schedule and additional compensation in accordance with the additional services agreement provision of this agreement.
- B. If Client requires an indemnity clause in the agreement, it will be a reciprocal indemnity clause in the agreement.
- C. Limitation of Liability - Any use or reuse of altered files by the Client or others, without written verification or CADD adaptations by the consultant for the specific purpose intended, will be at the Client's risk and full legal responsibility. Furthermore, the Client will, fully permitted by law, indemnify and hold the consultant harmless from all claims, suits, liability, demands, judgments, costs and attorney fees arising out of or resulting there from. Any verification of such adaptation by the Client will entitle the consultant to additional compensation at current rates.
When there is a conflict between the drawings and the electronic files, the sealed drawings will govern.
- D. Risk Allocation - The Client and KTU+A recognize the relative risks, rewards, and benefits of the project to the Owner. Allocation of the risks are such that the Client agrees that fully permitted by law, KTU+A, total liability to the Owner for all injuries, claims, losses, expenses, damages, or claim expense arising out of this agreement from any cause or causes shall not exceed the total amount of compensation received under this agreement. Such causes include but are not limited to negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.
- E. Corporate Protection - It is intended by the parties to this Agreement that the Consultant's services about the Project shall not subject the Consultant's individual employees, officers or

directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a California State corporation, and not against any of the Consultant's individual employees, officers or directors.

- F. Dispute Resolution - Any claims or disputes made during design, construction or post-construction between the client and firm shall be submitted to non-binding mediation. Client and firm agree that mediation will serve as the primary method for dispute resolution and each party agrees to bear their own costs for mediation.
- G. Information Provided by Others - The client shall furnish all information, requirements, reports, data, survey and instructions required by this agreement. The firm may use such information, requirements, reports, data surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- H. Indemnification - The firm agrees, fully permitted by law, to indemnify and hold harmless the client against damages, liabilities, and costs arising from the negligent acts of the consultant in the performance of professional services under this agreement, to the extent that the consultant is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the firm and the client. The firm shall not be obligated to indemnify the client for the client's own negligence.
- I. Survivability - The provisions of this agreement shall survive the completion of services and the scope of services.
- J. Termination of Services - This agreement may be terminated by the client or the firm for convenience and without cause upon giving the other party not less than ten (10) calendar days' written notice. In the event of termination, the client shall pay the firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Jocelyn, we appreciate your request for services very much and look forward to the opportunity to continue working with you and your team. Please review our agreement and call me if you have any questions.

Thank you very much!

Sincerely,



Kurt W. Carlson, ASLA
Senior Principal
CA PLA 2342, PLA AZ 54111

CLIENT APPROVED

Brown and Caldwell

Authorized Signature

Date

Print or type name

Title

August 4, 2020

Brown and Caldwell
450 B Street, Suite #1500
San Diego, CA 92101

Attention: Mr. John P. Semper

Subject: Surveying Services for Escondido MFRO Project

Dear Mr. Semper:

The following is our scope and fee for the requested surveying services:

- o Survey of 20 potholes assumed to be in the street. Perform topographic survey of completed potholes. Data will be transmitted in cad and txt formats. \$2500.00

- o Additional easement research – see attached C-101 and C-108 for the area in question. Determine ownership of areas in question. Perform necessary research to locate existing easements. Any additional title company fees will be charged as an extra cost. \$1000.00

If you have any questions, please do not hesitate to contact me.



Dale Keith Brewer, PLS

President



**PLATT/WHITELAW
ARCHITECTS, INC.**

July 9, 2020, REV July 14, 2020, REV July 30, 2020

J.P. Semper
Managing Engineer
Brown and Caldwell, San Diego
450 B Street, Suite 1500
San Diego, CA 92101

Subject: Architectural Proposal for Continuation of Services
Membrane Filtration Reverse Osmosis (MFRO) Facility for Agriculture AND
Intermediate Booster Pump Station (IBPS) Facility
Two Renderings per Facility and Development of 60% Construction Drawings
to 90% Completion

Sandra S. Gramley, AIA
PRINCIPAL

Naveen H. Waney, AIA
PRINCIPAL

David M. Madigan
ASSOCIATE

Thomas E. Brothers
ASSOCIATE

Keiko S. Newton
ASSOCIATE

Dear J.P.,

Platt/Whitelaw Architects, Inc. is pleased to submit this proposal for architectural services in support of the above project.

SCOPE OF WORK

The City Council would like to engage the public in a meeting in August with two renderings each, in color, of their proposed Membrane Filtration Reverse Osmosis (MFRO) Facility, and their proposed Intermediate Booster Pump Station (IBPS) Facility. Our scope is to provide Brown & Caldwell with two presentation renderings of each facility. This was based on an email from B&C on July 10, 2020. The work consists of optimizing the existing Revit model of the MFRO facility; modeling the site, landscape and surrounding/context elements of the site based on the completed 60% drawing set, and again on the 90% drawing set. The model will then be imported into Lumion to create the 2 colored renderings for the facility. The IBPS facility already has a 60% Lumion rendering. The work for the IBPS is to revise the rendering and existing 60% drawings to match the previous Barn Style design. Additionally, PWA is to develop the current 60% Construction Drawings to a 90% level.

SCOPE OF SERVICES

The scope of services is shown below:

- MFRO – 90% Design
 - Presentation renderings (2 total) – based on 60% Design
 - 90% Design (Draft to BC for internal QC and Final to client)
 - Coordinate and address all comments
 - Client workshops (2 total; one design checkpoint midway through 90% design and one for 90% Submittal)
 - Update presentation renderings (2 total) – based on 90% Design
- IBPS – 90% Design
 - 90% Design (Draft to BC for internal QC and Final to client)
 - Coordinate and address all comments
 - Client workshops (2 total; one design checkpoint midway through 90% design and one for 90% Submittal)
 - Update presentation renderings (2 total) – based on 90% Design

MFRO Progress from 60% to 90% Sheet Count:

17 SHEETS (Black Text) = Currently found on the 60% Submittal Set

19 SHEETS (**Red Bold Text**) = Will need to be added as part of the 90% Submittal Set

1. **GA-001 - GENERAL NOTES**
2. **GA-002 - ACCESSIBILITY DETAILS**
3. **A-001 - MFRO BUILDING - SITE PLAN**

4034 30th Street
San Diego, CA
92104-2602
ph 619 546 4326
fax 619 546 4350
www.plattwhitelaw.com

4. A-100 - MFRO BUILDING - CODE ANALYSIS & EXITING PLAN
5. A-101 - MFRO BUILDING - FLOOR PLAN
6. A-102 - MFRO BUILDING - ENLARGED FLOOR PLAN
7. A-111 - MFRO BUILDING - REFLECTED CEILING PLAN
8. A-121 - MFRO BUILDING - ROOF PLAN
9. A-200 - MFRO BUILDING - EXTERIOR ELEVATIONS
10. A-300 - MFRO BUILDING - SECTIONS
11. **A-310 - MFRO BUILDING - ENLARGED SECTIONS**
12. **A-311 - MFRO BUILDING - ENLARGED SECTIONS**
13. A-400 - MFRO BUILDING - INTERIOR ELEVATIONS
14. **A-500 - EXTERIOR DETAILS - MFRO BUILDING**
15. **A-501 - EXTERIOR DETAILS - MFRO BUILDING**
16. **A-502 - EXTERIOR DETAILS - MFRO BUILDING**
17. **A-503 - EXTERIOR DETAILS - IBPS BUILDING**
18. **A-504 - EXTERIOR DETAILS - IBPS BUILDING**
19. **A-510 - WALL TYPES**
20. **A-511 - CEILING - ACT DETAILS**
21. **A-512 - CEILING - GYPSUM BOARD DETAILS**
22. **A-513 - CASEWORK / INTERIOR DETAILS**
23. **A-600 - MFRO BUILDING - DOOR, WINDOW & LOUVER SCHEDULE**
24. **A-601 - MFRO BUILDING - FINISH SCHEDULE**
25. **A-700 - SIGNAGE PLAN - MFRO BUILDING**
26. **A-701 - SIGNAGE DETAILS**
27. A-901 - IBPS BUILDING - ARCHITECTURAL CODE ANALYSIS, EXITING PLAN & NOTES AND SIGNAGE PLAN
28. A-902 - IBPS BUILDING - FLOOR PLAN & INTERIOR ELEVATIONS
29. A-903 - IBPS BUILDING - REFLECTED CEILING PLAN AND ROOF PLAN
30. A-904 - IBPS BUILDING - EXTERIOR ELEVATIONS
31. A-905 - IBPS BUILDING - SECTIONS
32. A-906 - IBPS BUILDING - DOOR, WINDOW LOUVER SCHEDULE & FINISH SCHEDULE
33. A-907 - IBPS BUILDING - RENDERING 1 - GLENRIDGE RD. VIEW
34. A-908 - IBPS BUILDING - RENDERING 2 - PARKING LOT VIEW
35. **A-909 - MFRO BUILDING - RENDERING 1**
36. **A-910 - MFRO BUILDING - RENDERING 2**

Consultants:

No subconsultants are required.

COMPENSATION

Total Compensation:

Total compensation for the scope of services described herein will be the lump sum fee of **One Hundred One Thousand, Fifty and no/100 Dollars (\$101,050.00)**. Invoices will be submitted monthly based upon percentage completion of these services and, in the case of reimbursable expenses, actual expenses incurred. Payment is due within thirty days of receipt of invoice.

MFRO – 90% Design	\$ 49,500.00
IBPS – 90% Design	\$ 51,900.00
Total	\$ 100,550.00
Reimbursables	\$500.00

Reimbursable:

Platt/Whitelaw proposes to establish a fund in the sum of Five Hundred and no/100 Dollars (\$500.00) for the following reimbursable expenses incurred in the interest of the project,

which will be billed, if and as incurred, at cost plus ten percent (INCLUDED ABOVE). Reimbursables will be invoiced as part of the monthly billing, and documentation of the expenses will be attached as back-up. Reimbursable expenses may include: Mileage (current IRS rate), and deliveries/postage.

Schedule:

The renderings must be completed and delivered by August 2020.
The 90% Construction Documents due date is around March 2021.

Additional Services

Additional Services are those services not included in Basic and Other Services as noted herein. No Additional Services are anticipated at this time. Future Additional Services will be authorized in writing by City, and compensation will be a negotiated lump sum or hourly fee.

ASSUMPTIONS


In preparing this fee proposal, we have made certain assumptions about the scope of services, listed below. If incorrect, please advise me and I will revise the proposal.

1. No attendance by Platt/Whitelaw is required for City's rendering presentation to the City Council/Public. If required, PWA can provide this support as an additional service.
2. Revision to IBPS from its current design to the "Barn Style" design is limited and assumed as the design that was previously generated and reviewed by the City.
3. Any added scope other than what is outlined above will be subject to renegotiation of fees.
4. Fire Suppression and Fire Alarm designs and services are excluded from this proposal.
5. Final Design, Permitting, Bidding, Construction support, and Record Documents are excluded from this proposal. It is understood these remaining services will be negotiated and added to the contract closer to 90% completion.
6. This proposal does not include hard copies. Printing will be completed by Brown & Caldwell.
7. No subconsultants are included in this proposal.

Thank you for the opportunity to submit this proposal. Should you have any questions or comments regarding the fee and scope of work, please do not hesitate to contact me at your convenience.

Sincerely,

PLATT/WHITELAW ARCHITECTS, INC. by



Naveen H. Wahey, AIA
President and Principal

NW:mf

Attachment: Fee Matrix

ARCHITECT FEE WORKSHEET

Brown and Caldwell
MFRO and IBPS/City of Escondido
7/9/2020, REV 7/14/2020, REV 07/30/2020

Phase/Task:		Principal Architect	Specification Writer	Project Coordinator	TOTAL
		\$229.00	\$144.00	\$120.00	
MFRO – 90% Design					
	Presentation renderings (2 total) – based on 60% Design	6.00		32.00	\$5,200.00
	90% Design (Draft to BC for internal QC and Final to client)	48.00	32.00	200.00	\$39,600.00
	Client workshops (2 total; one design checkpoint midway through 90% design and one 90%)	8.00		8.00	\$2,800.00
	Update presentation renderings (2 total) – based on 90% Design	4.00		8.00	\$1,900.00
Subtotal this phase		66.00	32.00	248.00	\$49,500.00
IBPS					
	90% Design with Barn Style Revisions (Draft to BC for internal QC and Final to client)	46.00	32.00	260.00	\$46,350.00
	Client workshops (2 total; one design checkpoint midway through 90% design and one 90%)	8.00		8.00	\$2,800.00
	Update presentation renderings (2 total) – based on 90% Design	4.00		8.00	\$1,900.00
Subtotal this phase		58.00	32.00	276.00	\$51,050.00
TOTAL HOURS		124.00	64.00	524.00	712.00
BASIC SERVICES TOTAL		\$28,396.00	\$9,216.00	\$62,880.00	\$100,550.00

OTHER SERVICES		Total
a	Reimbursables	\$500.00
OTHER SERVICES TOTAL		\$500.00

GRAND TOTAL NEW FEES (Basic Services Total + Other Services)	\$101,050.00
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August 4, 2020

J. P. Semper, P.E., ENV SP
Managing Engineer / Local Leader
Brown and Caldwell | San Diego, CA
jpsemper@brwnald.com
T 858.571.6726 | C 619.206.0227

Additional Service Request – ASR 002

Confidential

RE: Agreement for MEP Engineering Services
MRFO Process Building

Dear JP,

As you are aware, the project as we initially proposed has changed in original scope. These changes will require additional engineering and design outside our original scope of work. Due to these changes, we respectfully request this additional service cost.

The additional services will be advancing to a 90% HVAC, plumbing and fire protection design of the MFRO facility and the associated intermediate booster pump station located in Escondido, California.

Below is a sheet list, which will be provided in the Fire Protection, Plumbing and HVAC 90% design documents:

FP-001	Fire Protection Legend
FP-100	Fire Protection Overall Plan
FP-101	Fire Protection Enlarged Plan
P-001	Plumbing Legend and Schedule
P-100	Plumbing First Floor Plan-Sanitary
P-101	Plumbing First Floor Plan-Domestic
P-105	Plumbing Roof Plan
P-501	Plumbing Details
P-502	Plumbing Details
P-901	IBPS Plumbing Plan
H-001	HVAC Legends and Notes



H-100	HVAC MFRO Building Overall Plan
H-101	MFRO Process Room
H-102	MFRO Chemical Room I
H-301	Mechanical Sections
H-302	Mechanical Sections
H-501	HVAC Details
H-502	HVAC Details
H-601	HVAC Schedule
H-801	HVAC Sequence of Operations
H-901	IBPS HVAC Plan
H-902	IBPS HVAC Schedules

Task 1: 90% Design Documents of the MFRO Facility.....\$20,000

Task 2: 90% Design Documents of the IBPS Building.....\$10,000

Total Additional Service Request.....\$30,000

ACCEPTED BY:

By: _____

Printed Name: _____

Company: _____

Date: _____

SUBMITTED BY:

Valmiki Rasul

RTM Engineering Consultants, LLC

August 4, 2020



August 4, 2020

Angela Morrow, P.E.
Deputy Director of Utilities / Construction and Engineering
City of Escondido | Utilities
1521 S. Hale Avenue
Escondido, CA 92029

**Subject: MFRO Facility for Agriculture
Proposal for Guaranteed Maximum Price No. 1 (GMP 1)**

Dear Ms. Morrow,

We are pleased to offer our Proposal for Guaranteed Maximum Price No. 1 (GMP 1) for the subject project, which primarily addresses construction of the W. Washington Street pipeline. Once accepted, this Proposal will become part of Amendment 2 of the Design-Build Agreement. Additional design and permitting services, including to support GMP 1, are addressed separately in Amendment 2. A second GMP Proposal (GMP 2) is anticipated to be submitted in October to address the remaining design, permitting and construction work.

In accordance with Section 6.8A of the Design-Build Agreement, the following components form the Basis of our GMP Proposal:

1. List of Design and Construction Documents. GMP 1 relied upon the 60% Design documents submitted to the City on June 5, 2020. The attached Drawing Log and Specification Log indicate which specific drawings and specifications were used.
2. Proposed GMP. The proposed GMP 1 is \$5,105,184, which is the total price including the cost of work, taxes, general conditions, field overhead, contingency and fee. No escalation has been applied based on the understanding that work would begin October 1, 2020. Several documents are attached that show the detailed development of GMP 1.
3. Design-Builder's Contingency and City Contingency. The Design-Builder's Contingency associated with GMP 1 is \$163,785. This is included in the total proposed GMP 1. The City Contingency is not included in GMP 1 and not known to the Design-Builder.
4. Design-Builder Fee. The Contractor's Fee is 10 percent, as incorporated in the Design Build Agreement, Section 12.1C. The Fee provides for profit and home office overhead recovery.
5. Construction Schedule. The attached schedule, developed using Primavera (P6) software, is provided to show the construction activities associated with GMP 1.
6. Schedule of Values. It is our understanding that GMP 1 will be billed by documenting actual costs and will not use a Schedule of Values (SOV), therefore, we have not included one with this Proposal. If an SOV is deemed to be an appropriate tool for GMP 2, we can develop one at that time.
7. Contractor's Compensable Delay Rate Per Day. The Filanc Brown and Caldwell Joint Venture (JV) calculated a Compensable Delay Rate Per Day of \$2,225 based on our interpretation of Section 5.6 of the Design-Build Agreement. Materials that support this rate are attached. Note that this

Ms. Angela Morrow
August 4, 2020
Page 2 of 2

daily rate covers only the impact to the JV. If a Compensable Delay is established during construction, we reserve the right to incorporate additional impact costs from subcontractors, suppliers, and/or engineering that may apply.

GMP 1 is based on information known as of the date of this letter. It was developed before the Good Faith Effort (GFE) and competitive market pricing for subcontractors and suppliers could be obtained and before final permit criteria associated with the work in Caltrans right of way could be determined. Therefore, in accordance with the terms of Amendment 2 to the Design-Build Agreement, cost changes due to GFE market pricing or Caltrans permitting will be quantified and incorporated into our Proposal for GMP 2, anticipated to be submitted in October 2020.

Thank you for your consideration of this Proposal for GMP 1. We are available to discuss at your convenience.

Sincerely,



Gary P. Silverman, P.E., BCEE, DBIA
Design-Build Project Manager

Attachments

Cc: Chris McKinney, City of Escondido
John Bekmanis, Black & Veatch
J.P. Semper, Filanc Brown and Caldwell JV

City of Escondido MFRO for Agriculture					
GMP1 - Product Water Pipeline					
DRAWING LOG					
SHEET COUNT	SHEET NO.	SHEET NAME	DATE	GMP 1	GMP2
GENERAL					
1	G-001	COVER SHEET	2020.06.05	Yes	
2	G-002	DRAWING LIST	2020.06.15	Yes	
3	G-003	GENERAL NOTES AND ABBREVIATIONS	2020.06.05	Yes	
4	G-004	LEGEND	2020.06.05	Yes	
5	G-005	PROCESS FLOW DIAGRAM I	2020.06.05	Yes	
6	G-006	PROCESS FLOW DIAGRAM II	2020.06.05	Yes	
7	G-007	DESIGN CRITERIA I	2020.06.05	Yes	
8	G-008	DESIGN CRITERIA II	2020.06.05	Yes	
9	G-009	HYDRAULIC PROFILE I	2020.06.05	Yes	
10	G-010	HYDRAULIC PROFILE II	2020.06.05	Yes	
CIVIL					
11	C-100	EXISTING SITE AND DEMOLITION PLAN	2020.06.05	No	
12	C-101	OVERALL SITE PLAN	2020.06.05	No	
13	C-102	HORIZONTAL CONTROL PLAN I	2020.06.05	No	
14	C-103	HORIZONTAL CONTROL PLAN II	2020.06.05	No	
15	C-104	HORIZONTAL CONTROL PLAN III	2020.06.05	No	
16	C-105	ENLARGED GRADING AND PAVING PLAN I	2020.06.05	No	
17	C-106	ENLARGED GRADING AND PAVING PLAN II	2020.06.05	No	
18	C-107	ENLARGED GRADING AND PAVING PLAN III	2020.06.05	No	
19	C-108	ENLARGED YARD PIPING PLAN I	2020.06.05	No	
20	C-109	ENLARGED YARD PIPING PLAN II	2020.06.15	No	
21	C-110	ENLARGED YARD PIPING PLAN III	2020.06.05	No	
22	C-130	PRODUCT WATER PIPELINE PLAN & PROFILE I	2020.06.05	Yes	
23	C-131	PRODUCT WATER PIPELINE PLAN & PROFILE II	2020.06.05	Yes	
24	C-132	PRODUCT WATER PIPELINE PLAN & PROFILE III	2020.06.05	Yes	
25	C-133	PRODUCT WATER PIPELINE PLAN & PROFILE IV	2020.06.05	Yes	
26	C-134	PRODUCT WATER PIPELINE PLAN & PROFILE V	2020.06.05	Yes	
27	C-201	RECYCLED WATER PIPELINE PROFILE	2020.06.15	No	
28	C-202	RECYCLED WATER PIPELINE PROFILE	2020.06.05	No	
29	C-203	SEWER PIPELINE PROFILE	2020.06.05	No	
30	C-204	SEWER PIPELINE PROFILE	2020.06.05	No	
31	C-205	SEWER PIPELINE PROFILE	2020.06.05	No	
32	C-206	MFF AND ROS PIPELINE PROFILES	2020.06.05	No	
33	C-207	ROP AND PRW PIPELINE PROFILES	2020.06.05	No	
34	C-208	ROC PIPELINE PROFILE	2020.06.05	No	
35	C-209	ROC PIPELINE PROFILE	2020.06.05	No	
36	C-210	STORM WATER PIPELINE PROFILE	2020.06.05	No	
37	C-211	STORM WATER PIPELINE PROFILE	2020.06.05	No	
38	C-212	STORM WATER PIPELINE PROFILE	2020.06.05	No	
39	C-501	CIVIL - CALTRANS DETAILS I	2020.06.05	Yes	
40	C-502	CIVIL - PIPING DETAILS I	2020.06.05	Yes	
41	C-503	CIVIL - PIPING DETAILS II	2020.06.05	Yes	
42	C-504	CIVIL - CATHODIC PROTECTION DETAILS I	2020.06.05	Yes	
43	C-505	CIVIL - STORMWATER DETAILS I	2020.06.05	No	
44	C-506	CIVIL - STORMWATER DETAILS II	2020.06.05	No	
45	C-507	CIVIL - MISCELLANEOUS SITE DETAILS I	2020.06.05	No	
46	C-508	CIVIL - MISCELLANEOUS SITE DETAILS II	2020.06.05	No	
47	C-509	CIVIL - MISCELLANEOUS SITE DETAILS III	2020.06.05	No	
48	CD-901	IBPS DEMOLITION PLAN	2020.06.15	No	
49	C-901	IBPS HORIZONTAL AND VERTICAL CONTROL PLAN	2020.06.05	No	
50	C-902	"IBPS SITE CIVIL, PAVING, AND GRADING PLAN"	2020.06.05	No	
51	C-903	IBPS BMP SECTIONS	2020.06.05	No	
52	C-904	CIVIL SITE SECTIONS AND DETAILS	2020.06.05	No	
53	C-905	IBPS YARD PIPING PLAN	2020.06.15	No	
54	C-906	IBPS SUCTION PIPELINE PLAN AND PROFILE	2020.06.05	No	
55	C-907	IBPS DISCHARGE PIPELINE PLAN AND PROFILE	2020.06.05	No	
56	C-908	IBPS BMP OUTLET PIPE PLAN AND PROFILE	2020.06.05	No	
LANDSCAPE					
57	L-001	LANDSCAPE PLANTING LEGEND	2020.06.05	No	
58	L-002	LANDSCAPE IRRIGATION LEGEND	2020.06.05	No	
59	L-003	IBPS LANDSCAPE IRRIGATION LEGEND	2020.06.05	No	
60	L-101	LANDSCAPE DEMOLITION PLAN	2020.06.05	No	
61	L-102	LANDSCAPE PLANTING PLAN	2020.06.05	No	
62	L-103	LANDSCAPE IRRIGATION PLAN	2020.06.05	No	
63	L-901	IBPS LANDSCAPE TREE PROTECTION PLAN	2020.06.05	No	

City of Escondido MFRO for Agriculture					
GMP1 - Product Water Pipeline					
DRAWING LOG					
64	L-902	IBPS LANDSCAPE PLANTING PLAN	2020.06.05	No	
65	L-903	IBPS LANDSCAPE IRRIGATION PLAN	2020.06.05	No	
ARCHITECTURAL					
66	A-001	"MFRO BUILDING - CODE ANALYSIS, EXITING PLAN AND NOTES"	2020.06.05	No	
67	A-101	MFRO BUILDING - FLOOR PLAN	2020.06.05	No	
68	A-102	MFRO BUILDING - ENLARGED FLOOR PLAN	2020.06.05	No	
69	A-111	MFRO BUILDING - RCP	2020.06.05	No	
70	A-121	MFRO BUILDING - ROOF PLAN	2020.06.05	No	
71	A-200	MFRO BUILDING - EXTERIOR ELEVATIONS	2020.06.05	No	
72	A-300	MFRO BUILDING - BUILDING SECTIONS	2020.06.05	No	
73	A-400	MFRO BUILDING - INTERIOR ELEVATIONS	2020.06.05	No	
74	A-600	"MFRO BUILDING - DOOR, WINDOW & LOUVER SCHEDULE"	2020.06.05	No	
75	A-901	"IBPS ARCHITECTURAL CODE ANALYSIS, EXITING PLAN AND NOTES"	2020.06.05	No	
76	A-902	IBPS FLOOR PLAN	2020.06.05	No	
77	A-903	IBPS ROOF PLAN	2020.06.05	No	
78	A-904	IBPS REFLECTED CEILING PLAN	2020.06.05	No	
79	A-905	IBPS EXTERIOR ELEVATIONS	2020.06.05	No	
80	A-906	IBPS BUILDING SECTIONS	2020.06.05	No	
81	A-907	IBPS DOOR AND WINDOW FINISH SCHEDULES	2020.06.05	No	
82	A-908	IBPS RENDERING 1 - GLENRIDGE RD. VIEW	2020.06.05	No	
83	A-909	IBPS RENDERING 2 - PARKING LOT VIEW	2020.06.05	No	
STRUCTURAL					
84	S-001	GENERAL STRUCTURAL NOTES I	2020.06.05	No	
85	S-002	GENERAL STRUCTURAL NOTES II	2020.06.05	No	
86	S-003	SPECIAL INSPECTIONS I	2020.06.05	No	
87	S-004	SPECIAL INSPECTION II	2020.06.05	No	
88	S-101	MFRO BUILDING - FOUNDATION PLAN I	2020.06.05	No	
89	S-102	MFRO BUILDING - FOUNDATION PLAN II	2020.06.05	No	
90	S-103	MFRO BUILDING - ROOF PLAN	2020.06.05	No	
91	S-105	PRODUCT WATER PUMP STATION PLAN	2020.06.05	No	
92	S-106	INTER PROCESS STORAGE TANK - FOUNDATION PLAN AND TYPICAL SUBGRADE SECTION	2020.06.05	No	
93	S-107	PRODUCT WATER STORAGE TANK - FOUNDATION PLAN AND TYPICAL SUBGRADE SECTION	2020.06.05	No	
94	S-301	MFRO BUILDING - SECTIONS I	2020.06.05	No	
95	S-302	MFRO BUILDING - SECTIONS II	2020.06.05	No	
96	S-304	PRODUCT WATER PUMP STATION SECTIONS	2020.06.05	No	
97	S-305	GENERATOR - PLAN AND TYPICAL SUB-GRADE SECTIONS	2020.06.05	No	
98	S-501	STANDARD CONCRETE DETAILS I	2020.06.05	No	
99	S-502	STANDARD CONCRETE DETAILS II	2020.06.05	No	
100	S-503	STANDARD CONCRETE DETAILS III	2020.06.05	No	
101	S-506	STANDARD HANDRAIL AND GUARDRAIL DETAILS	2020.06.05	No	
102	S-507	STANDARD GRATING DETAILS	2020.06.05	No	
103	S-508	MASONRY WALL DETAILS	2020.06.05	No	
104	S-901	IBPS BUILDING - FOUNDATION PLAN	2020.06.05	No	
105	S-902	IBPS BUILDING - ROOF FRAMING PLAN	2020.06.05	No	
106	S-903	IBPS BUILDING - STRUCTURAL SECTIONS	2020.06.05	No	
PROCESS					
107	D-100	MFRO BUILDING - OVERALL MECHANICAL PLAN	2020.06.05	No	
108	D-101	MFRO PROCESS ROOM - MECHANICAL PLAN I	2020.06.05	No	
109	D-102	MFRO PROCESS ROOM - MECHANICAL PLAN II	2020.06.05	No	
110	D-103	MFRO PROCESS ROOM - MECHANICAL PLAN III	2020.06.05	No	
111	D-104	MFRO PROCESS ROOM - MECHANICAL PLAN IV	2020.06.05	No	
112	D-105	MFRO CHEMICAL ROOM - MECHANICAL PLAN I	2020.06.05	No	
113	D-106	MFRO CHEMICAL ROOM - MECHANICAL PLAN II	2020.06.05	No	
114	D-107	PRODUCT WATER PUMP STATION PLAN	2020.06.05	No	
115	D-108	PRODUCT WATER TANK PLAN	2020.06.05	No	
116	D-109	INTER PROCESS STORAGE TANK - PLAN	2020.06.05	No	
117	D-110	STORMWATER BYPASS AND INFLUENT PRV PARTIAL PLAN	2020.06.05	No	
118	D-301	MFRO PROCESS ROOM - SECTIONS I	2020.06.05	No	
119	D-302	MFRO PROCESS ROOM - SECTIONS II	2020.06.05	No	
120	D-303	MFRO PROCESS ROOM - SECTIONS III	2020.06.05	No	
121	D-304	MFRO PROCESS ROOM - SECTIONS IV	2020.06.05	No	
122	D-305	MFRO PROCESS ROOM - SECTIONS V	2020.06.05	No	
123	D-306	MFRO PROCESS ROOM - SECTIONS VI	2020.06.05	No	
124	D-307	MFRO CHEMICAL ROOM - SECTIONS I	2020.06.05	No	
125	D-309	PRODUCT WATER PUMP STATION SECTIONS I	2020.06.05	No	
126	D-311	PRODUCT WATER TANK - SECTIONS I	2020.06.05	No	
127	D-312	PRODUCT WATER TANK - SECTIONS II	2020.06.05	No	

City of Escondido MFRO for Agriculture					
GMP1 - Product Water Pipeline					
DRAWING LOG					
128	D-313	INTER - PROCESS STORAGE TANK - SECTIONS	2020.06.05	No	
129	D-501	MECHANICAL - CHEMICAL FEED SYSTEMS DETAILS I	2020.06.05	No	
130	D-502	MECHANICAL - CHEMICAL FEED SYSTEM DETAILS II	2020.06.05	No	
131	D-503	MECHANICAL - PUMP STATION DETAILS I	2020.06.05	No	
132	D-504	MECHANICAL - PUMP STATION DETAILS II	2020.06.05	No	
133	D-505	MECHANICAL - PIPE SUPPORT DETAILS I	2020.06.05	No	
134	D-506	MECHANICAL - PIPE SUPPORT DETAILS II	2020.06.05	No	
135	D-507	MECHANICAL - PIPE SUPPORT DETAILS III	2020.06.05	No	
136	D-508	MECHANICAL - DETAILS I	2020.06.05	No	
137	D-509	MECHANICAL - DETAILS II	2020.06.05	No	
138	D-510	MECHANICAL - DETAILS III	2020.06.05	No	
139	D-511	MECHANICAL - DETAILS IV	2020.06.05	No	
140	D-512	MECHANICAL - DETAILS V	2020.06.05	No	
141	D-513	MECHANICAL - TANK DETAILS I	2020.06.05	No	
142	D-901	IBPS MECHANICAL PLAN	2020.06.05	No	
143	D-902	IBPS MECHANICAL SECTIONS I	2020.06.05	No	
144	D-903	IBPS MECHANICAL SECTIONS II	2020.06.05	No	
FIRE PROTECTION					
145	FP-001	FIRE PROTECTION LEGEND	2020.06.05	No	
146	FP-100	FIRE PROTECTION OVERALL PLAN	2020.06.05	No	
147	FP-101	FIRE PROTECTION ENLARGED PLAN	2020.06.05	No	
PLUMBING					
148	P-001	PLUMBING LEGEND AND SCHEDULE	2020.06.05	No	
149	P-100	PLUMBING FIRST FLOOR PLAN SANITARY	2020.06.05	No	
150	P-101	PLUMBING FIRST FLOOR PLAN DOMESTIC	2020.06.05	No	
151	P-105	PLUMBING ROOF PLAN	2020.06.05	No	
152	P-501	PLUMBING DETAILS	2020.06.05	No	
153	P-502	PLUMBING DETAILS	2020.06.05	No	
154	P-901	IBPS PLUMBING PLAN	2020.06.05	No	
MECHANICAL					
155	H-001	HVAC LEGEND AND NOTES	2020.06.05	No	
156	H-100	HVAC MFRO BUILDING OVERALL PLAN	2020.06.05	No	
157	H-101	MFRO PROCESS ROOM	2020.06.05	No	
158	H-102	MFRO CHEMICAL ROOM - PLAN I	2020.06.05	No	
159	H-301	MECHANICAL SECTIONS	2020.06.05	No	
160	H-601	HVAC SCHEDULE	2020.06.05	No	
162	H-901	IBPS HVAC PLAN	2020.06.05	No	
163	H-902	IBPS HVAC SCHEDULES	2020.06.05	No	
ELECTRICAL					
164	E-001	ELECTRICAL NOTES AND ABBREVIATIONS	2020.06.05	No	
165	E-002	ELECTRICAL LEGEND AND SYMBOLS	2020.06.05	No	
166	E-003	SDGE INCOMING SITE PLAN	2020.06.05	No	
167	E-004	SITE PLAN I	2020.06.05	No	
168	E-005	SITE PLAN II	2020.06.05	No	
169	E-006	SITE PLAN III	2020.06.05	No	
170	E-100	MFRO BUILDING OVERALL ELECTRICAL PLAN	2020.06.05	No	
171	E-101	MFRO BUILDING OVERALL LIGHTING PLAN	2020.06.05	No	
172	E-402	MFRO PROCESS ROOM ELECTRICAL PLAN I	2020.06.05	No	
173	E-403	MFRO PROCESS ROOM ELECTRICAL PLAN II	2020.06.05	No	
174	E-404	MFRO PROCESS ROOM ELECTRICAL PLAN III	2020.06.05	No	
175	E-405	MFRO PROCESS ROOM ELECTRICAL PLAN IV	2020.06.05	No	
176	E-406	ELECTRICAL ROOM ELECTRICAL PLAN	2020.06.05	No	
177	E-407	MFRO CHEMICAL ROOM - ELECTRICAL PLAN I	2020.06.05	No	
178	E-408	MFRO CHEMICAL ROOM - ELECTRICAL PLAN II	2020.06.05	No	
179	E-409	PRODUCT WATER PUMP STATION - ELECTRICAL PLAN	2020.06.05	No	
180	E-416	MFRO PROCESS ROOM LIGHTING PLAN I	2020.06.05	No	
181	E-417	MFRO PROCESS ROOM LIGHTING PLAN II	2020.06.05	No	
182	E-418	MFRO PROCESS ROOM LIGHTING PLAN III	2020.06.05	No	
183	E-419	MFRO PROCESS ROOM LIGHTING PLAN IV	2020.06.05	No	
184	E-420	ELECTRICAL ROOM LIGHTING PLAN	2020.06.05	No	
185	E-421	MFRO CHEMICAL ROOM - LIGHTING PLAN I	2020.06.05	No	
186	E-422	MFRO CHEMICAL ROOM - LIGHTING PLAN II	2020.06.05	No	
187	E-501	MISCELLANEOUS DETAILS I	2020.06.05	No	
188	E-502	MISCELLANEOUS DETAILS II	2020.06.05	No	
189	E-503	MISCELLANEOUS DETAILS III	2020.06.05	No	
190	E-504	MISCELLANEOUS DETAILS IV	2020.06.05	No	
191	E-600	OVERALL SINGLE LINE DIAGRAM	2020.06.05	No	

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192	E-601	SDG&E SINGLE LINE DIAGRAM	2020.06.05	No	
193	E-602	480V SWGR – MFRO SINGLE LINE DIAGRAM	2020.06.05	No	
194	E-603	480V MCC – CSB SINGLE LINE DIAGRAM	2020.06.05	No	
195	E-604	480V MCC – MFRO SINGLE LINE DIAGRAM I	2020.06.05	No	
196	E-605	480V MCC – MFRO SINGLE LINE DIAGRAM II	2020.06.05	No	
197	E-606	480V MCC – MFRO SINGLE LINE DIAGRAM III	2020.06.05	No	
198	E-607	480V NEW EMERGENCY GENERATOR PANELBOARD	2020.06.05	No	
199	E-608	480V PP – MFRO SINGLE LINE DIAGRAM	2020.06.05	No	
200	E-611	CONTROL SYSTEM SINGLE LINE DIAGRAMS I	2020.06.05	No	
201	E-612	CONTROL SYSTEM SINGLE LINE DIAGRAMS II	2020.06.05	No	
202	E-613	CONTROL SYSTEM SINGLE LINE DIAGRAMS III	2020.06.05	No	
203	E-614	CONTROL SYSTEM SINGLE LINE DIAGRAMS IV	2020.06.05	No	
204	E-615	CONTROL SYSTEM SINGLE LINE DIAGRAMS V	2020.06.05	No	
205	E-616	CONTROL SYSTEM SINGLE LINE DIAGRAMS VI	2020.06.05	No	
206	E-617	CONTROL SYSTEM SINGLE LINE DIAGRAMS VII	2020.06.05	No	
207	E-618	MISCELLANEOUS SINGLE LINE DIAGRAMS I	2020.06.05	No	
208	E-619	MISCELLANEOUS SINGLE LINE DIAGRAMS II	2020.06.05	No	
209	E-624	LIGHTING FIXTURE SCHEDULE	2020.06.05	No	
210	E-625	PANEL SCHEDULES I	2020.06.05	No	
211	E-626	PANEL SCHEDULES II	2020.06.05	No	
212	E-627	DUCT BANK SECTIONS	2020.06.05	No	
213	ED-901	ELECTRICAL SITE DEMOLITION PLAN	2020.06.05	No	
214	E-901	IBPS SINGLE LINE DIAGRAM I	2020.06.05	No	
215	E-902	IBPS SINGLE LINE DIAGRAM II	2020.06.05	No	
216	E-903	IBPS CONTROL SINGLE LINE DIAGRAM	2020.06.05	No	
217	E-904	IBPS ELECTRICAL SITE PLAN	2020.06.05	No	
218	E-905	IBPS GENERATOR ROOM ELECTRICAL PLAN	2020.06.05	No	
219	E-906	IBPS ELECTRICAL ROOM ELECTRICAL PLAN	2020.06.05	No	
220	E-907	IBPS PUMP ROOM ELECTRICAL PLAN	2020.06.05	No	
221	E-908	IBPS REST ROOM ELECTRICAL PLAN	2020.06.05	No	
222	E-909	IBPS LIGHTING PLAN	2020.06.05	No	
223	E-910	IBPS PANEL AND FIXTURE SCHEDULE AND IO LIST	2020.06.05	No	
224	E-911	IBPS TITLE 24 SHEETS SHEET 1 OF 2	2020.06.05	No	
225	E-912	IBPS TITLE 24 SHEETS SHEET 2 OF 2	2020.06.05	No	
226	E-913	DUCT BANK SECTIONS	2020.06.05	No	
INSTRUMENTATION					
227	I-001	"LEGEND, SYMBOLS AND ABBREVIATIONS 1"	2020.06.05	No	
228	I-002	"LEGEND, SYMBOLS AND ABBREVIATIONS 2"	2020.06.05	No	
229	I-003	"LEGEND, SYMBOLS AND ABBREVIATIONS 3"	2020.06.05	No	
230	I-004	PID – PLANT INFLUENT FLOW	2020.06.05	No	
231	I-005	PID – MF AUTO STRAINERS	2020.06.05	No	
232	I-006	PFD – MF SYSTEM	2020.06.05	No	
233	I-007	PID – MF UNIT DETAIL (TYPICAL OF 2)	2020.06.05	No	
234	I-008	MF CIP SYSTEM	2020.06.05	No	
235	I-009	MEMBRANE BLOWERS	2020.06.05	No	
236	I-010	PID – MF BACKWASH PUMP STATION	2020.06.05	No	
236A	I-011	PID – RO TRANSFER PUMPS	2020.06.15	No	
237	I-012	PID – RO FEED PRETREATMENT	2020.06.05	No	
238	I-013	PID – RO SYSTEM OVERVIEW	2020.06.05	No	
239	I-014	PID – RO UNIT 1 DETAIL 1 RO FEED PUMP – TYPICAL OF FOUR	2020.06.05	No	
240	I-015	PID – RO UNIT 1 DETAIL 2 RO VESSELS – TYPICAL OF FOUR	2020.06.05	No	
241	I-016	PID – RO UNIT 1 DETAIL 3 RO PERMEATE	2020.06.05	No	
242	I-017	PID – RO UNIT 1 DETAIL 4 RO CONCENTRATE – TYPICAL OF FOUR	2020.06.05	No	
243	I-018	PID – RO FLUSH PUMP STATION	2020.06.05	No	
244	I-019	PID – PRODUCT WATER STORAGE	2020.06.05	No	
245	I-020	PID – PRODUCT WATER PUMP STATION	2020.06.05	No	
246	I-021	PID – SURGE CONTROL SYSTEM	2020.06.05	No	
247	I-022	PID – RO CLEAN IN PLACE SYSTEM	2020.06.05	No	
248	I-023	PID – COMPRESSED AIR SYSTEM	2020.06.05	No	
249	I-024	PID – SODIUM HYPOCHLORITE STORAGE TANK	2020.06.05	No	
250	I-025	PID – SODIUM HYPOCHLORITE FEED SYSTEM – SHEET 1 OF 2	2020.06.05	No	
251	I-026	PID – SODIUM HYPOCHLORITE FEED SYSTEM – SHEET 2 OF 2	2020.06.05	No	
252	I-027	PID – LIQUID AMMONIUM SULFATE STORAGE TANK	2020.06.05	No	
253	I-028	PID – LIQUID AMMONIUM SULFATE FEED SYSTEM – SHEET 1 OF 2	2020.06.05	No	
254	I-029	PID – LIQUID AMMONIUM SULFATE FEED SYSTEM – SHEET 2 OF 2	2020.06.05	No	
255	I-030	PID – SULFURIC ACID STORAGE TANK	2020.06.05	No	
256	I-031	PID – SULFURIC ACID FEED SYSTEM	2020.06.05	No	

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257	I-032	PID - SULFURIC ACID FEED SYSTEM	2020.06.05	No	
258	I-033	PID - SULFURIC ACID FEED SYSTEM	2020.06.05	No	
259	I-034	PID - SODIUM BISULFITE STORAGE TANK	2020.06.05	No	
260	I-035	PID - SODIUM BISULFITE FEED SYSTEM - SHEET 1 OF 2	2020.06.05	No	
261	I-036	PID - SODIUM BISULFITE FEED SYSTEM - SHEET 2 OF 2	2020.06.05	No	
262	I-037	PID - ANTISCALANT STORAGE TANK	2020.06.05	No	
263	I-038	PID - ANTISCALANT FEED SYSTEM	2020.06.05	No	
264	I-039	PID - SODIUM HYDROXIDE STORAGE TANK	2020.06.05	No	
265	I-040	PID - SODIUM HYDROXIDE FEED SYSTEM	2020.06.05	No	
266	I-041	SODIUM HYDROXIDE TRANSFER PUMPS	2020.06.05	No	
267	I-042	PID - CITRIC ACID STORAGE	2020.06.05	No	
268	I-043	PID - CITRIC ACID FEED SYSTEM	2020.06.05	No	
269	I-044	PID - ENGINE GENERATOR	2020.06.05	No	
270	I-050	NETWORK DIAGRAM 1	2020.06.05	No	
271	I-051	NETWORK DIAGRAM 2	2020.06.05	No	
272	I-052	MFRO FIBER OPTIC BLOCK DIAGRAM	2020.06.05	No	
273	I-060	INSTALLATION DETAILS 1	2020.06.05	No	
274	I-061	INSTALLATION DETAILS 2	2020.06.05	No	
275	I-065	PANEL EXTERIOR ELEVATION	2020.06.05	No	
276	I-066	PANEL BACKPLANE ELEVATION	2020.06.05	No	
277	I-067	PANEL LAYOUT 2	2020.06.05	No	
278	I-068	PANEL LAYOUT 3	2020.06.05	No	
279	I-900	PID - INTERMEDIATE BOOSTER PUMP STATION	2020.06.05	No	
280	I-901	PID - IBPS ENGINE GENERATOR	2020.06.05	No	

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SPECIFICATION LOG				
SPECIFICATION No.	SPECIFICATION TITLE	DATE	GMP1	GMP2
	Div 01 - General Requirements			
01110	Summary of Work	2020-06-05	YES	
01140	Work Restrictions and Constraints	2020-06-05	YES	
01150	State Revolving Funds Requirements	2020-06-05	YES	
01160	Warranties	2020-06-05	YES	
01300	Submittals	2020-06-05	YES	
01310	Construction Progress Schedule	2020-06-05	YES	
01380	Construction Videotapes and Photographs	2020-06-05	YES	
01400	Quality Control	2020-06-05	YES	
01450	Structural Tests and Special Inspections	2020-06-05	YES	
01500	Temporary Facilities and Controls	2020-06-05	YES	
01504	Disinfection and Tie-ins for Pipelines	2020-06-05	YES	
01530	Temporary Right-of-Way Encroachment	2020-06-05	YES	
01560	Temporary Environmental Controls and Constraints	2020-06-05	YES	
01610	General Equipment Stipulations	2020-06-05	YES	
01611	Meteorological and Seismic Design Criteria	2020-06-05	YES	
01612	Product Delivery Requirements	2020-06-05	YES	
01614	Product Storage and Handling Requirements	2020-06-05	YES	
01615	Equipment and Valve Identification	2020-06-05	YES	
01620	Equipment Schedule	2020-06-05	YES	
01630	Pipeline Schedule	2020-06-05	YES	
01650	Commissioning	2020-06-05	YES	
01820	Demonstration and Training	2020-06-05	YES	
01900	Design Requirements for Non-Structural Components and Non-Building Structures	2020-06-05	YES	
	Div 02- Site Work			
02050	Demolition	2020-06-05	YES	
02200	Excavation and Fill for Structures	2020-06-05	YES	
02202	Trenching and Backfilling	2020-06-05	YES	
02204	Storm Water Management Systems	2020-06-05	YES	
02512	Asphalt Concrete Paving	2020-06-05	YES	
02522	Concrete Sidewalk, Curb, and Gutter	2020-06-05	YES	
02605	Sanitary Utility Sewerage Manholes, Frames and Covers	2020-06-05	YES	
02619	Reinforced Concrete Pipe	2020-06-05	YES	
02628	Polyvinyl Chloride (PVC) Sewer Pipe	2020-06-05	YES	
02630	Polyvinyl Chloride (PVC) Pressure Pipe	2020-06-05	YES	
02702	Sewer Pipe Installation and Testing	2020-06-05	YES	
02820	Chain Link Fence and Gates	2020-06-05	YES	
02825	Ornamental Fencing and Gates	2020-06-05	YES	
02829	Swing Gate Operator	2020-06-05	YES	
02813	Irrigation Systems	2020-06-05	YES	
02837	Slide Gate Operator	2020-06-05	YES	
02900	Landscaping	2020-06-05	YES	
	Div 03 - Concrete			
03100	Concrete Formwork	2020-06-05	YES	
03200	Concrete Reinforcement	2020-06-05	YES	
03300	Cast-in-place Concrete	2020-06-05	YES	
03480	Precast Reinforced Concrete Vaults	2020-06-05	YES	
03600	Grouting	2020-06-05	YES	
	Div 04 - Masonry			
04200	Masonry	2020-06-05	NO	
04815	Glass Unit Masonry Assemblies	2020-06-05	NO	
	Div 05 - Metals			
05100	Structural Metal Framing	2020-06-05	YES	
05210	Open Web Steel Joists	2020-06-05	NO	
05310	Steel Roof Deck	2020-06-05	NO	
05400	Cold-formed Metal Framing	2020-06-05	YES	
05500	Metal Fabrications	2020-06-05	YES	

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SPECIFICATION No.	SPECIFICATION TITLE	DATE	GMP1	GMP2	
05502	Anchorage in Concrete and Masonry	2020-06-05	YES		
05505	Miscellaneous Metalwork	2020-06-05	YES		
05520	Handrailing, Guardrailing, and Ladders	2020-06-05	YES		
05530	Gratings and Cover Plates	2020-06-05	YES		
05910	Hot Dip Galvinizing	2020-06-05	YES		
	Div 06 - Wood and Plastic				
06416	Plastic Laminate Clad Architectural Cabinetry	2020-06-05	NO		
06600	Fiberglass Reinforced Gratings	2020-06-05	NO		
06620	Fiberglass Reinforced Products and Fabrications	2020-06-05	NO		
	Div 07 - Thermal and Moisture Protection				
07200	Thermal Insulation	2020-06-05	NO		
07400	Metal Roofing Panels	2020-06-05	NO		
07600	Flashing and Sheet Metal	2020-06-05	NO		
07720	Roof Accessories	2020-06-05	NO		
07840	Firestopping	2020-06-05	NO		
07900	Joint Sealants	2020-06-05	YES		
	Div 08 - Doors and Windows				
08110	Steel Doors and Frames	2020-06-05	NO		
08331	Overhead Coiling Aluminum Doors	2020-06-05	NO		
08510	Metal Windows	2020-06-05	NO		
08700	Door Hardware	2020-06-05	NO		
08800	Glass and Glazing	2020-06-05	NO		
	Div 09 - Finishes				
09250	Gypsum Wallboard	2020-06-05	NO		
09310	Ceramic Tile	2020-06-05	NO		
09510	Suspended Acoustical Ceilings	2020-06-05	NO		
09660	Resilient Floor Coverings	2020-06-05	NO		
09880	Corrosion Protection Lining Systems	2020-06-05	YES		
09920	Architectural Painting	2020-06-05	YES		
09940	Protective Coatings	2020-06-05	YES		
09960	Graffiti Protective Coating	2020-06-05	YES		
	Div 10 - Specialties				
10200	Louvers and Vents	2020-06-05	NO		
10400	Identifying Devices	2020-06-05	NO		
10510	Metal Lockers	2020-06-05	NO		
10800	Toilet Accessories	2020-06-05	NO		
10990	Miscellaneous Specialties	2020-06-05	NO		
	Div 11 - Equipment				
11002	Rigid Equipment Mounts	2020-06-05	NO		
11005	Machine Alignment	2020-06-05	NO		
11060	Equipment Installation	2020-06-05	NO		
11115	Horizontal End Suction Centrifugal Pumps	2020-06-05	NO		
11140	Vertical Diffusion Vane Pumps	2020-06-05	NO		
11145	Custom Engineered Vertical Diffusion Vane Pumps	2020-06-05	NO		
11532	Inline Static Mixers	2020-06-05	NO		
11625	Positive Displacement Blowers	2020-06-05	NO		
11630	Compressed Air Equipment – Base Mounted Compressors	2020-06-05	NO		
11727	Liquid Chemical Feed System	2020-06-05	NO		
11910	MFRO Facility - Outdoor Standby Generator	2020-06-05	NO		
11920	IBPS - Indoor Standby Generator	2020-06-05	NO		
	Div 12 - Furnishings				
12510	Office Furniture	2020-06-05	NO		
12625	Laboratory Furniture	2020-06-05	NO		
	Div 13 - Special Construction				
13025	Reverse Osmosis System	2020-06-05	NO		
13030	Membrane Filtration	2020-06-05	NO		
13110	Corrosion Protection for Pipelines	2020-06-05	NO		

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SPECIFICATION No.	SPECIFICATION TITLE	DATE	GMP1	GMP2
13122	Metal Building Systems	2020-06-05	NO	
13190	Fiberglass Reinforced Plastic Chemical Storage Tanks	2020-06-05	NO	
13192	Steel Chemical Storage Tanks	2020-06-05	NO	
13197	Glass Coated, Bolted Steel Water Storage Tank	2020-06-05	NO	
13500	Instrumentation and Control System	2020-06-05	NO	
13530	Programmable Logic Controllers	2020-06-05	NO	
13540	Process Control Descriptions	2020-06-05	NO	
13560	Instrument Index	2020-06-05	NO	
13561	Panel Mounted Instruments	2020-06-05	NO	
13562	Flow Instruments	2020-06-05	NO	
13563	Pressure and Level Instruments	2020-06-05	NO	
13564	Process Analytical Instruments	2020-06-05	NO	
13565	Temperature Instruments	2020-06-05	NO	
13566	Miscellaneous Instruments	2020-06-05	NO	
13570	Panels, Consoles, and Appurtenances	2020-06-05	NO	
13590	Network Systems	2020-06-05	NO	
13591	Metallic and Fiber Optic Communication Cables and Connectors	2020-06-05	NO	
13755	Cleaning and Disinfection of Structures	2020-06-05	NO	
13800	Surge Control System	2020-06-05	NO	
13930	Fire-Suppression Sprinkler Systems	2020-06-05	NO	
	Div 14 - Conveyance Systems			
14503	Electric Fork Lift	2020-06-05	NO	
14641	Portable Gantry Cranes	2020-06-05	NO	
14504	Scissor Lift	2020-06-05	NO	
	Div 15 - Mechanical			
15010	Valve Installation	2020-06-05	YES	
15020	Miscellaneous Piping and Pipe Accessories Installation	2020-06-05	YES	
15050	Basic Mechanical Building Systems Materials and Methods	2020-06-05	YES	
15060	Miscellaneous Piping and Pipe Accessories	2020-06-05	YES	
15061	Ductile Iron Pipe	2020-06-05	YES	
15064	Stainless Steel Pipe and Alloy Pipe, Tubing, and Accessories	2020-06-05	YES	
15065	Miscellaneous Steel Pipe, Tubing, and Accessories	2020-06-05	YES	
15067	Plastic Process Pipe, Tubing, and Accessories	2020-06-05	YES	
15069	Cast Iron Soil Pipe	2020-06-05	YES	
15070	Copper Tubing and Accessories	2020-06-05	YES	
15091	Ball Valves	2020-06-05	YES	
15092	Industrial Butterfly Valves	2020-06-05	YES	
15093	Check Valves	2020-06-05	YES	
15094	Backflow Preventers	2020-06-05	YES	
15095	Solenoid Valves	2020-06-05	YES	
15096	Globe Valves	2020-06-05	YES	
15099	Pressure Reducing Valves	2020-06-05	YES	
15101	AWWA Butterfly Valves	2020-06-05	YES	
15104	Resilient-Seated Gate Valves	2020-06-05	YES	
15106	Flow Control Valves	2020-06-05	YES	
15108	Air Valves	2020-06-05	YES	
15130	Pressure Gauges	2020-06-05	YES	
15140	Pipe Supports	2020-06-05	YES	
15150	Water Meters	2020-06-05	YES	
15180	Valve Actuators	2020-06-05	YES	
15200	Valve Schedule	2020-06-05	YES	
15210	Process Piping Electrical Resistance Heat Tracing and Insulation	2020-06-05	NO	
15250	Mechanical Insulation	2020-06-05	NO	
15400	Plumbing	2020-06-05	NO	
15495	Automatic Strainer	2020-06-05	NO	
15650	Refrigeration Systems	2020-06-05	NO	
15880	Air Distribution Systems	2020-06-05	NO	

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SPECIFICATION No.	SPECIFICATION TITLE	DATE	GMP1	GMP2
15955	Building Systems Controls	2020-06-05	NO	
15990	Testing, Adjusting, and Balancing	2020-06-05	NO	
	Div 16 - Electrical			
16050	Electrical	2020-06-05	YES	
16069	Active Harmonic Filter	2020-06-05	NO	
16100	Electrical Equipment Installation	2020-06-05	NO	
16150	Adjustable Frequency Drives	2020-06-05	NO	
16220	Common Motor Requirements for Process Equipment	2020-06-05	NO	
16260	Automatic Transfer Switch	2020-06-05	NO	
16346	Low Voltage Switchgear	2020-06-05	NO	
16480	600 Volt Class Motor Control Centers	2020-06-05	NO	
16721	Fire Detection and Alarm System	2020-06-05	NO	
16725	Electronic Security Systems	2020-06-05	NO	
16754	IBPS - Low Voltage Electrical Service and Distribution	2020-06-05	NO	
16900	Photo Voltaic System	2020-06-05	NO	
	ATTACHEMENTS			
A	Att-A.-Escondido-Design-Standards	2020-06-05	YES	
B	Att-B.-Escondido-Approved-Materials-List	2020-06-05	YES	
C	Att-C.-MFRO-Site-Geotech-Report	2020-06-05	NO	
D	Att-D.-MFRO-Pipeline-Geotech-Report	2020-06-05	YES	
E	Att-E.-IBPS-Geotech-Report	2020-06-05	NO	
F	Att-F.-CEQA-IS-MND	2020-06-05	YES	
G	Att-G.-HazMat-Report	2020-06-05	YES	
H	Att-H.-Bridge-Crossing-Evaluation	2020-06-05	YES	
I	Att-I.-As-built-Info-for-Fiber-Install	2020-06-05	NO	
J	Att-J.-MFRO-SWQMP	2020-06-05	YES	
K	Att-K.-IBPS-SWQMP	2020-06-05	YES	

BID SUMMARY

Filanc / Brown & Caldwell Joint Venture

PROJECT: Escondido MFRO

DATE: 07/29/2020

TIME: 12:00pm

GMP1 - Product Water Pipeline

Work Code	Description	Qty	Unit	Labor	Consumable Material	Equip	Rent Equip	Subcontractor Amount	Permanent Mtl Amount	Tax	GMP1 Total	60% Rev		Delta (60% Rev-GMP1)	
												Qty	Unit		Total
1	Concrete	-	cy	0	0	0	0	0	0	0	0	-	cy	0	0
		#DIV/0!	/cy									#DIV/0!	/cy		
2	Underground Pipe	-	lf	0	0	0	0	0	0	0	0	-	lf	0	0
		#DIV/0!	/lf									#DIV/0!	/lf		
3	Above Ground Pipe	-	lf	0	0	0	0	0	0	0	0	-	lf	0	0
		#DIV/0!	/lf									#DIV/0!	/lf		
4	Pipe Supports			0	0	0	0	0	0	0	0			0	0
5	Earthwork			0	0	0	0	0	0	0	0			0	0
6	Sitework			0	0	0	0	0	0	0	0			0	0
7.1	P/L Paving	39,900	sf	80,952	17,897	24,045	0	256,980	221,595	18,561	620,030	39,900	sf	794,517	-174,487
		\$ 16	/sf								0	\$ 19.91	/sf		
8	Misc. Steel			0	0	0	0	0	0	0	0			0	0
9	Mechanical			0	0	0	0	0	0	0	0			0	0
10	Architectural	-	sf	0	0	0	0	0	0	0	0	-	sf	0	0
		#DIV/0!	/sf									#DIV/0!	/sf		
11	Elec./Inst.			0	0	0	0	0	0	0	0			0	0
12	Painting			0	0	0	0	0	0	0	0			0	0
13	Rebar	-	cy	0	0	0	0	0	0	0	0	-	cy	0	0
		#DIV/0!	/cy									#DIV/0!	/cy		
14	Fence	-	lf	0	0	0	0	0	0	0	0	-	lf	0	0
		#DIV/0!	/lf									#DIV/0!	/lf		
15	Landscaping	-	sf	0	0	0	0	0	0	0	0	-	sf	0	0
		#DIV/0!	/sf									#DIV/0!	/sf		
16	Earthwork Export	-	cy	0	0	0	0	0	0	0	0	-	cy	0	0
		#DIV/0!	/cy									#DIV/0!	/cy		
17	Pipeline	4,814	lf	867,437	110,300	373,735	0	467,730	1,044,936	84,700	2,948,838	4,650	lf	2,753,510	195,328
		\$ 613	/lf									\$ 592	/lf		
18	Creek Crossing	140	lf	30,819	40	13,181	0	27,363	151,628	11,754	234,785	200	lf	209,978	24,807
		\$ 1,677	/lf									\$ 1,050	/lf		
19	Temporary Work			0	0	0	0	0	0	0	0			0	0
20	Demolition			0	0	0	0	0	0	0	0			0	0
				0	0	0	0	0	0	0	0			0	0
	Total			979,208	128,237	410,961	0	752,073	1,418,159	115,015	3,803,653			3,758,005	45,648

Form EST100

26% 3% 11% 0% 20% 37% 3%

Escalation	-	0	0
Subtotal	3,803,653	3,758,005	45,648
General Conditions Fee, Pipeline	673,638	10.9%	410,384
Subtotal	4,477,291		4,168,389
Contingency	3.66%	163,785	7.3%
Pipeline - Phase 2 Construction Total	4,641,076		4,471,889
Overhead and Profit	10.0%	464,108	
Subtotal	5,105,184		4,919,078
			16,919
			186,106

City of Escondido
MFRO for Agriculture

GMP1 - Product Water Pipeline
GMP1 SAGE Details

7/29/2020
5:35 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total			Crew	Labor Productivity	Unit	Labor Hours	Labor		Material		Subcontract		Equipment		Consumables		Tax	
							Amount	Unit Price	Unit					Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
211				Snorkel Lift Rental #1 Day	3.00	day	575	192	/day	R&M Snorkellift										191.52	575				
212				Pickup #1 Day	3.00	day	465	155	/day	R&M Pickup										155.04	465				
213				Service Truck #1 Day	5.00	day	1,140	228	/day	R&M Service Truck										228.00	1,140				
214				Tools #1 Day	3.00	day	82	27	/day	R&M Tools										27.36	82				
215				Anchors SST/ Epoxy	32.00	EA	3,448	108	/EA					100.00	3,200									248	
216				Pipe Supports Material #1	8.00	EA	25,860	3,233	/EA					3,000.00	24,000									1,860	
217				Freight	1.00	ls	1,293	1,293	/ls					1,200.00	1,200									93	
218				Concrete Aprons R & R																					
219				General Foreman (Conc. Driveway Apron 2ea 15' x 31)	2.00	day	1,243	621	/day	R&M GF			8.000 mh / day	16	77.66	1,243									
220				Laborer #1	2.00	day	1,238	619	/day	R&M LB JM			8.000 mh / day	16	77.36	1,238									
221				Laborer #2	2.00	day	1,238	619	/day	R&M LB JM			8.000 mh / day	16	77.36	1,238									
222				Laborer #3	2.00	day	1,238	619	/day	R&M LB JM			8.000 mh / day	16	77.36	1,238									
223				Operating Engineer (backhoe) #1	2.00	day	1,659	830	/day	R&M OE BH			8.000 mh / day	16	103.70	1,659									
224				Air Compressor #1 Day	2.00	day	547	274	/day	R&M Air Cmprsr										273.60	547				
225				Dump Truck #1 Day	2.00	day	456	228	/day	R&M Dump Truck										228.00	456				
226				Filanc Backhoe #1	2.00	day	703	352	/day	01-BaHo JD 410 Nolab			1.000 mh / day	2		50	25.00				39.90	638	5.00	10	5
227				Pickup #1 Day	2.00	day	310	155	/day	R&M Pickup										155.04	310				
228				Service Truck #1 Day	2.00	day	456	228	/day	R&M Service Truck										228.00	456				
229				Tools #1 Day	2.00	day	55	27	/day	R&M Tools										27.36	55				
230				Concrete Material #1	20.00	cy	2,478	124	/cy							115.00	2,300							178	
231				AB219 Fees	2.00	EA	431	216	/EA							200.00	400							31	
232				Dump Fees - Conc	3.00	EA	675	225	/EA									225.00		675					
233				Concrete Pavement Sawcutting	4.00	hr	660	165	/hr									165.00		660					
234				Chain Link Fencing																					
235				6' High chain link fence	120.00	ft	3,360	28	/ft									28.00		3,360					
236				Curb & Gutter @ Driveway Aprons																					
237				Curb & Gutter - 6' High x 6" thick at 20" wide	32.00	lf	1,088	34	/lf									34.00		1,088					
238				Protective Coatings - Subcontractor																					
239				Coating Subcontractor	1.00	ls	17,000	17,000	/ls									17,000.00		17,000					
240				AC R&R @ Access Drives																					
241				Dump Truck, Super 10 (11 cy) (S) OLD	2.00	hr	240	120	/hr									120.00		240					
242				Asphalt Paving - Patch Work	280.00	sf	4,340	16	/sf									15.50		4,340					
243				Dump Fees	1.00	Ld	216	216	/Ld							200.00	200							16	
244	3020.			General Conditions - GMP1																					
245		00		General Conditions - GMP1																					
246		00.01.01000		PROJECT MANAGEMENT																					
247				General Conditions - GMP1																					
248				Pipeline Super - Jim Roessling, P/L	9.50	Mo.	12,633	1,330	/Mo.				10.000 mh / Mo.	95	132.98	12,633									
249				General Conditions - GMP1																					
250				DB Project Manager Gary Silverman	9.50	Mo	48,560	5,112	/Mo				34.000 mh / Mo	323	150.34	48,560									
251				Construction Manager - Matt Appleton	9.50	Mo.	171,483	18,051	/Mo.				173.000 mh / Mo.	1,644	104.34	171,483									
252				Deputy Construction Manager - Rich Gomez B&C	9.50	Mo.	21,485	2,262	/Mo.				20.000 mh / Mo.	190	113.08	21,485									
253				Scheduling Engineer	9.50	Mo.	8,550	900	/Mo.				9.000 mh / Mo.	86	100.00	8,550									
254				Project Engineer - Ashley Lopez (including Redline Support)	9.50	Mo.	42,041	4,425	/Mo.				86.500 mh / Mo.	822	51.16	42,041									
255		00.01.02000		CONSTRUCTION SUPPORT SERVICES																					
256				General Conditions - GMP1																					
257				Purchasing Administration	1.00	Mo	4,080	4,080	/Mo				80.000 mh / Mo	80	51.00	4,080									
258				Estimating	1.00	Mo.	4,065	4,065	/Mo.				40.000 mh / Mo.	40	101.62	4,065									
259				Job Cost Administration	9.50	Mo.	2,052	216	/Mo.				4.000 mh / Mo.	38	54.00	2,052									
260		00.01.03000		SAFETY & QA/QC																					
261				General Conditions - GMP1																					
262				Safety & IOR Manager	9.50	Mo.	11,902	1,253	/Mo.				16.000 mh / Mo.	152	78.30	11,902									
263				Safety Equipment & Supplies - Ea per Person	20.00	EA	6,600	330	/EA											330.00	6,600				
264				Drug Testing - Ea per Person	20.00	EA	1,700	85	/EA									85.00		1,700					
265				General Conditions - COVID-19																					
266				COVID-19 Officer	9.50	Mo.	4,957	522	/Mo.	16- Sfty E			8.000 mh / Mo.	76	65.23	4,957									
267				COVID-19 Weekly Training	9.50	Mo.	7,436	783	/Mo.	16- Sfty E			12.000 mh / Mo.	114	65.23	7,436									
268				COVID-19 Screening	4.00	ea	1,422	356	/ea													330.00	1,320	102	
269				COVID-19 Face Coverings	9.50	Mo	3,420	360	/Mo												10.00	3,420			
270				COVID-19 Hygiene Materials	9.50	Mo	3,071	323	/Mo												300.00	2,850		221	
271				COVID-19 Decontamination Site Surfaces	9.50	Mo	6,650	700	/Mo				10.000 hr / Mo	95	70.00	6,650									
272		00.01.06000		SITE SETUP/MAINT./CLOSEOUT																					
273				General Conditions - GMP1																					
274				Move In - Lump Sum Cost, P/L	1.00	LS	8,160	8,160	/LS				1.000 Mo. / LS		4,160.00	4,160				2,500.00	2,500	1,500.00		1,500	
275				Remote Temp Yard - Rental Cost, P/L	2.00	LS	9,000	4,500	/LS									4,500.00		9,000					
276				Move Out - Lump Sum Cost, P/L	1.00	LS	4,580	4,580	/LS				1.000 Mo. / LS		2,080.00	2,080				2,500.00	2,500				
277				Final Job Clean Up - Lump Sum Cost, P/L	1.00	LS																			

City of Escondido
MFRO for Agriculture

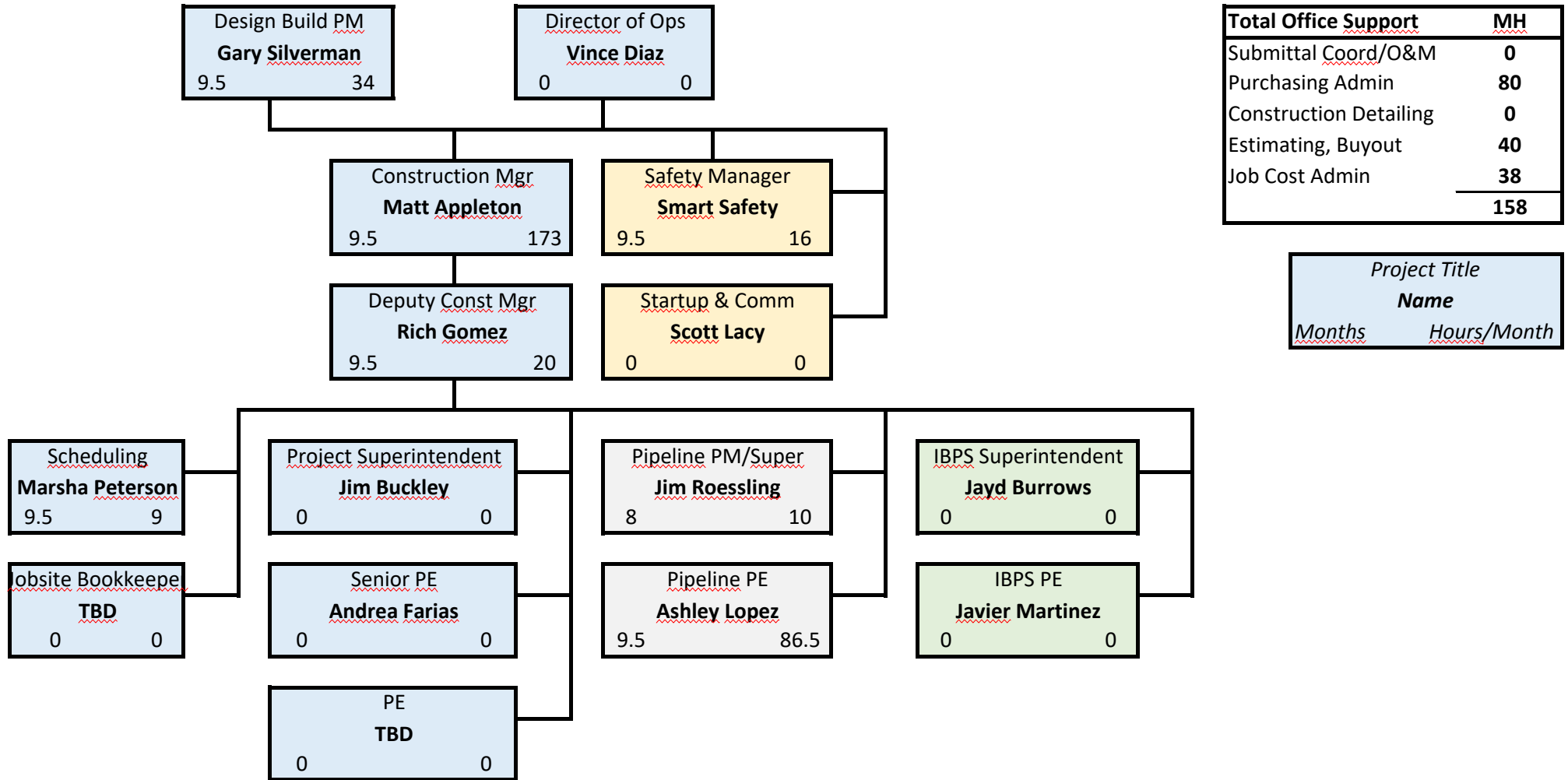
GMP1 - Product Water Pipeline
GMP1 SAGE Details

7/29/2020
5:35 PM

Line	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total			Crew	Labor Productivity	Unit	Labor Hours	Labor		Material		Subcontract		Equipment		Consumables		Tax	
							Amount	Unit Price	Unit					Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
281				General Conditions - GMP1																					
282				GMP1 Project Bond - Lump Sum Cost	1.00	LS	42,000	42,000	/LS													42,000.00	42,000		
283				GMP1 Builders Risk Insurance	1.00	LS	26,000	26,000	/LS													26,000.00	26,000		
284				Licenses	1.00	LS	2,000	2,000	/LS													2,000.00	2,000		
285			00.01.08000	JOBSITE & STAFF VEHICLES																					
286				General Conditions - GMP1																					
287				Staff Cell Phones - Monthly Cost	19.00	Mo.	1,900	100	/Mo.									100.00	1,900						
288				Staff Vehicles Monthly Cost	19.00	Mo.	15,200	800	/Mo.											800.00	15,200				
289				Staff Fuel & Oil - Monthly Cost	19.00	Mo.	9,500	500	/Mo.													500.00	9,500		
290				Small Tools and Hardware	1.00	LS	21,335	21,335	/LS													19,800.00	19,800	1,535	
291			00.01.09000	TEMPORARY FACILITIES																					
292				General Conditions - GMP1																					
293				Project Sign, P/L	2.00	EA	2,200	1,100	/EA																
294				Drinking Water - Site - Monthly Cost, P/L	10.00	Mo.	2,000	200	/Mo.																
295				Construction Water - Monthly Cost, P/L	10.00	Mo.	7,500	750	/Mo.																
296				Sanitation - Monthly Cost, P/L	10.00	Mo.	3,500	350	/Mo.																
297				SWPPP - Monthly Cost, P/L	10.00	Mo.	14,251	1,425	/Mo.	03-Lbr1		10.000 mh / Mo.	100	77.51	7,751								650.00	6,500	
298				Rubbish - Monthly Cost, P/L	10.00	Mo.	12,751	1,275	/Mo.	03-Lbr1		10.000 mh / Mo.	100	77.51	7,751								500.00	5,000	
299			00.01.10000	ENGINEERING/TESTING/INSPECTION																					
300				General Conditions - GMP1																					
301				Sublet Testing & Inspection - Soils Compaction, P/L	320.00	hr	35,200	110	/hr																
302				Sublet Testing & Inspection - Concrete Cylinders, P/L	16.00	hr	2,720	170	/hr								40.00	960							
303				Sublet Testing & Inspection - Structural, P/L	8.00	hr	880	110	/hr																
304				Sublet Testing & Inspection - Other, P/L	1.00	ls	35,000	35,000	/ls																
305				Surveying - Lump Sum Cost, P/L	1.00	LS	20,000	20,000	/LS																
306			00.01.11000	OTHER SUB-CONSULTANTS																					
307				General Conditions - GMP1																					
308				Traffic Control Plans, P/L	1.00	LS	5,000	5,000	/LS																
309				Photos and Video - Monthly Cost, P/L	10.00	Mo.	5,500	550	/Mo.																
310				SWPPP Plan - Sub Cost	1.00	LS	5,000	5,000	/LS																
311				Shoring Design Sub, P/L	1.00	LS	1,600	1,600	/LS																

Line	Category	No.	Risk Issue	Potential Cause	Total Exposure	Mitigation	Cost of Mitigation in GMP	Remaining Exposure	Likelihood %	Contingency \$	Comment
1			A. Contract Requirements and Construction Administration								
2	Pipeline	A.1			\$0		\$0	\$0	3%	\$0	
3											
4			B. Design, Permitting and Regulatory Requirements								
5	Pipeline	B.1	GMP1	Scope Creep	\$555,000	Exposure determined by 15% of project cost 3.7million	\$0	\$555,000	10%	\$55,500	
6											
7			C. Construction								
8	Pipeline	C.2	Temporary traffic control for Pipeline construction on Washington Ave	Required for construction	\$40,000	Traffic Control is carried in the Costs	\$40,000	\$0	100%	\$0	In Bid
9	Pipeline	C.7	Condition of existing underground infrastructure and as-builts	We are relying on as-builts that may be questionable. If corrosion, unforeseen or poor conditions exist with/around existing infrastructure	\$100,000	Existing tie in locations will need additional work	\$0	\$100,000	10%	\$10,000	
10	Pipeline	C.14	Construction limitations around neighboring properties	Working limited hours	\$0		\$0	\$0	0%	\$0	
11	Pipeline	C.17	Utility Relocation	We may need to relocate existing utilities within the pipeline route.	\$50,000	Plug	\$0	\$50,000	50%	\$25,000	
12	Pipeline	C.18	Cathodic protection	Recent bids in the same area have not required cathodic protection due to soil conditions.	\$35,000	Cathodic Protection will be added as an allowance for the pipeline	\$35,000	\$0	100%	\$0	In Bid
13	Pipeline	C.20	Dewatering for deep excavation for J&B Pit	Currently borings indicate water table at 12-16 feet deep.	\$186,000	Current design has does not have the pipe at depth where groundwater would be encountered: J&B is not part of this project any more.	\$0	\$186,000	0%	\$0	
14	Pipeline	C.23	Pipeline Surface Restoration	Alignment within 30" of existing trench patch, per City Std G6	\$100,000			\$100,000	33%	\$33,000	
15	Pipeline		Pipe crossing supports	Report says that we have two scenarios to cross the creek. May need additional supports .	\$35,000			\$35,000	65%	\$22,750	
16	Pipeline		Site Restoration for Appurtenances	Locations of CARV may need additional site reinstatement than we know at this time, CARV shown 8each x \$1,000/location	\$8,000	Field verify CARVs to mitigate costs.		\$8,000	80%	\$6,400	
17	Pipeline		CalTrans Grind and Cap	Caltrans mentioned we may have to grind and cap an entire lane width. In the costs we are carrying 8'4" grind and cap. Full lane width, 12'0" 8'4" = 3'8" x 540lf = 1,982sf x \$3.00/sf	\$8,919	Coordination with Caltrans		\$8,919	80%	\$7,135	
18	Pipeline		CalTrans Insurance Policy	Caltrans mentioned we could be exempt from providing, but need to do the leg work to find out what this would be. Value of the work in CalTrans ROW is ~\$800,000 x 0.5%	\$4,000	Unknown		\$4,000	100%	\$4,000	
19	Pipeline	C.24	Traffic Control Cameras	.	\$150,000	Move into the workings as an allowance.	\$150,000	\$0	100%	\$0	In Bid
20	TOTAL			TOTAL	\$1,271,919		\$225,000	\$1,046,919		\$163,785	

ESCONDIDO MFRO GMP1 GENERAL CONDITIONS ORGANIZATION CHART



City of Escondido
MFRO for Agriculture

<u>Description</u>	<u>Station</u>	<u>Station</u>	<u>LF</u>	<u>Production, LF/day</u>	<u>Days</u>
Washington Baseline Production	100	765	665	100	6.65
Washington Baseline Production Added to Bridge, West Side	765	788	23	100	0.23
Washington Baseline Production Added to Bridge, East Side	899	919	20	100	0.20
Washington Baseline Production	919	4,740	3,821	100	38.21
Waverly Baseline Production	4,740	5,026	286	100	2.86
Rock Springs					1.00
Lane Change		3+30			1.00
Lane Change		10+50			1.00
Quince					2.00
Center City					5.00
Siphon		33+50			1.00
Siphon		36+00			1.00
Siphon		38+00			1.00
Escondido					2.00
Broadway					4.00
Lane Change		47+00			1.50
			4,815		68.65
Overall Production				70.14	

CITY OF ESCONDIDO MEMBRANE FILTRATION / REVERSE OSMOSIS FACILITY - PIPELINE SCHED - BASE
 ESCONMRFOPIPE-BASE
 Project Start: 06/29/20
 Data Date: 07/06/20
 Project Finish: 07/26/21

FILANC / BC JV PROJECT BAR CHART
CITY OF ESCONDIDO MEMBRANE FILTRATION
/ REVERSE OSMOSIS FACILITY - PIPELINE
SCHED - BASE

Printed: 07/28/20 10:33
Page 1 of 5

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	2020												2021					
						Qtr3			Qtr4			Qtr1			Qtr2			Qtr3					
						Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sp			
CITY OF ESCONDIDO MEMBRANE FILTRATION / REVERSE OSMOSIS FACILITY - PIPELINE SCHED - BASE																							
GENERAL CONDITIONS																							
MILESTONES																							
CONTRACT MILESTONES																							
NTP-AD2	NTP FORAMENDMENT 2- WASHINGTON PIPELINE	0	08/17/20*		45													◆ NTP FORAMENDMENT 2- WASHINGTON PIPELINE					
COMPL-PIPE	COMPUTED COMPLETION DATE FOR PIPELINE MOB + 9.5 MO	0		07/26/21	0													◆ COMPUTED					
PRECONSTRUCTION																							
PHASE 1 AMENDMENT NO. 2																							
PC-2000	PREPARE AND NEGOTIATE SCOPE AND FEE	20	06/29/20 A	07/24/20	1	■ PREPARE AND NEGOTIATE SCOPE AND FEE																	
PC-2010	PREPARE COUNCIL PACKAGE	12	07/27/20	08/11/20	1	■ PREPARE COUNCIL PACKAGE																	
PC-2020	COUNCIL APPROVAL	0		08/12/20	1	◆ COUNCIL APPROVAL																	
PIPELINE CONSTRUCTION																							
DESIGN - PIPELINE																							
90% DESIGN/PERMIT SET																							
DE-090-1200	90% DESIGN/PERMIT SET - CALTRANS + WAVERLY	20	06/29/20 A	08/12/20	1	■ 90% DESIGN/PERMIT SET - CALTRANS + WAVERLY																	
DE-090-1210	90% DESIGN/PERMIT SET - REMAINING PIPELINE	59	08/13/20	11/04/20	1	■ 90% DESIGN/PERMIT SET - REMAINING PIPELINE																	
100% (FINAL DESIGN)																							
DE-100-1460	PREPARE IFC DESIGN - CALTRANS + WAVERLY	10	09/17/20	09/30/20	40	■ PREPARE IFC DESIGN - CALTRANS + WAVERLY																	
DE-100-1470	PREPARE IFC DESIGN - REMAINING PIPELINE	13	11/30/20	12/16/20	1	■ PREPARE IFC DESIGN - REMAINING PIPELINE																	
PERMITTING - PIPELINE																							
PERMITS - PIPELINE																							
PER-1540	PROCESS TRAFFIC CONTROL AND SHORING PERMIT	8	07/30/20*	08/10/20	28	■ PROCESS TRAFFIC CONTROL AND SHORING PERMIT																	
PER-1530	PROCESS CALTRANS PERMIT	24	08/13/20	09/16/20	26	■ PROCESS CALTRANS PERMIT																	
PER-1550	COORDINATE WITH CALTRANS CONTRACTOR	20	09/17/20	10/14/20	26	■ COORDINATE WITH CALTRANS CONTRACTOR																	
PER-1560	PIPELINE ENCROACHMENT PERMIT	14	11/05/20	11/25/20	1	■ PIPELINE ENCROACHMENT PERMIT																	
MATERIAL PROCUREMENT - PHASE 2 (SUBMIT / APPR / PROC / FAB / DELIVER)																							
PROC-GFE	GOOD FAITH EFFORT SOLICITATION	32	07/20/20*	08/20/20	0	■ GOOD FAITH EFFORT SOLICITATION																	
PROC-BEV	BID EVALUATION	7	08/21/20	08/31/20	0	■ BID EVALUATION																	
CONCRETE																							
P0-0030	ISSUE PO - CONCRETE	7	09/01/20	09/10/20	177	■ ISSUE PO - CONCRETE																	
P2-0030	PREPARE SUBMITTALS - CONCRETE	5	09/11/20	09/17/20	177	■ PREPARE SUBMITTALS - CONCRETE																	
P4-0030	SUBMITTAL REVIEW / APPROVE - ENGINEER - CONCRETE	5	09/21/20	09/25/20	177	■ SUBMITTAL REVIEW / APPROVE - ENGINEER - CONCRETE																	
BELOW GRADE PIPE (DUCTILE IRON + ACCESSORIES)																							
P0-0100	ISSUE POS/AUTHORIZE SUBMITTALS - BELOW GRADE PIPE DI	5	09/01/20	09/08/20	2	■ ISSUE POS/AUTHORIZE SUBMITTALS - BELOW GRADE PIPE DI																	
P2-0100	PREPARE SUBMITTALS - BELOW GRADE PIPE DI	5	09/01/20	09/08/20	2	■ PREPARE SUBMITTALS - BELOW GRADE PIPE DI																	
P4-0100	SUBMITTAL REVIEW - ENGINEER - BELOW GRADE PIPE DI	5	09/09/20	09/15/20	2	■ SUBMITTAL REVIEW - ENGINEER - BELOW GRADE PIPE DI																	
PR-0100	DELIVER - BELOW GRADE PIPE DI	30	09/16/20	10/27/20	2	■ DELIVER - BELOW GRADE PIPE DI																	
BELOW GRADE PIPE (C900 + ACCESSORIES)																							

■ Remaining Level of Effort ■ Actual Work ◆ Milestone
■ WBS Summary ■ Remaining Work
■ Actual Level of Effort ■ Cri. cal Remaining Work

TASK filter: All Activities
 Peterson Scheduling Inc (760) 413-8793
 Date Revision Checked Approved
 FILANC / BC JV PROJECT BAR CHART
 \\PSI\1B8MV1

CITY OF ESCONDIDO MEMBRANE FILTRATION / REVERSE OSMOSIS FACILITY - PIPELINE SCHED - BASE
ESCONMRFOPIPE-BASE
Project Start: 06/29/20
Data Date: 07/06/20
Project Finish: 07/26/21

FILANC / BC JV PROJECT BAR CHART
CITY OF ESCONDIDO MEMBRANE FILTRATION / REVERSE OSMOSIS FACILITY - PIPELINE SCHED - BASE

Printed: 07/28/20 10:33
Page 3 of 5

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	2020												2021								
						Qtr 3			Qtr 4			Qtr 1			Qtr 2			Qtr 3								
						Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep						
WASHINGTON STA 42+00 > 38+00																										
CN-WW-5690	ASPHALT ZIPPER WASHINGTON AVE Sta. 42+00 > 38+00	8	12/17/20	12/29/20	1												ASPHALT ZIPPER WASHINGTON AVE Sta. 42+00 > 38+00									
CN-WW-5700	SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta. 42+00 > 38+00	8	12/17/20	12/29/20	1												SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta. 42+00 > 38+00									
CN-WW-5710	SET UP-BASE PAVE WASHINGTON AVE Sta. 42+00 > 38+00	5	12/23/20	12/30/20	1												SET UP-BASE PAVE WASHINGTON AVE Sta. 42+00 > 38+00									
COMPLETE MATERIAL DELIVERY																										
CN-WW-5540	SET UP & RECEIVE MATERIAL AT LAYDOWN YARD	4	12/31/20	01/06/21	1												SET UP & RECEIVE MATERIAL AT LAYDOWN YARD									
WASHINGTON STA 38+00 > 34+00																										
CN-WW-5650	ASPHALT ZIPPER WASHINGTON AVE Sta. 38+00 > 34+00	8	01/07/21	01/19/21	1												ASPHALT ZIPPER WASHINGTON AVE Sta. 38+00 > 34+00									
CN-WW-5660	SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta. 38+00 > 34+00	8	01/07/21	01/19/21	1												SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta. 38+00 > 34+00									
CN-WW-5670	SET UP-BASE PAVE WASHINGTON AVE Sta. 38+00 > 34+00	6	01/12/21	01/20/21	1												SET UP-BASE PAVE WASHINGTON AVE Sta. 38+00 > 34+00									
WASHINGTON STA 34+00 > 30+00																										
CN-WW-5610	ASPHALT ZIPPER WASHINGTON AVE Sta. 34+00 > 30+00	8	01/21/21	02/01/21	1												ASPHALT ZIPPER WASHINGTON AVE Sta. 34+00 > 30+00									
CN-WW-5620	SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta. 34+00 > 30+00	8	01/21/21	02/01/21	1												SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta. 34+00 > 30+00									
CN-WW-5630	SET UP-BASE PAVE WASHINGTON AVE Sta. 34+00 > 30+00	6	01/26/21	02/02/21	1												SET UP-BASE PAVE WASHINGTON AVE Sta. 34+00 > 30+00									
WASHINGTON STA 30+00 > 28+00																										
CN-WW-5550	ASPHALT ZIPPER WASHINGTON AVE Sta. 30+00 > 28+00 (ACROSS N. ESCONDIDO BLV	6	02/03/21	02/10/21	1												ASPHALT ZIPPER WASHINGTON AVE Sta. 30+00 > 28+00 (ACROSS N									
CN-WW-5560	SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta. 30+00 > 28+00 (ACRO	6	02/04/21	02/11/21	0												SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta. 30+									
CN-WW-5570	SET UP-BASE PAVE WASHINGTON AVE Sta. 30+00 > 28+00 (ACROSS N. ESCONDIDO BI	3	02/10/21	02/12/21	0												SET UP-BASE PAVE WASHINGTON AVE Sta. 30+00 > 28+00 (ACROS									
WASHINGTON STA 28+00 > 24+00																										
CN-WW-5460	ASPHALT ZIPPER WASHINGTON AVE Sta. 28+00 > 24+00	9	02/16/21	02/26/21	0												ASPHALT ZIPPER WASHINGTON AVE Sta. 28+00 > 24+00									
CN-WW-5470	SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta. 28+00 > 24+00	9	02/16/21	02/26/21	0												SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta									
CN-WW-5510	SET UP-BASE PAVE WASHINGTON AVE Sta. 28+00 > 24+00	4	02/24/21	03/01/21	0												SET UP-BASE PAVE WASHINGTON AVE Sta. 28+00 > 24+00									
WASHINGTON STA 24+00 > 22+00																										
CN-WW-5410	ASPHALT ZIPPER WASHINGTON AVE Sta. 24+00 > 22+00 (ACROSS CENTER CITY PARK	6	03/02/21	03/09/21	0												ASPHALT ZIPPER WASHINGTON AVE Sta. 24+00 > 22+00 (A									
CN-WW-5420	SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta. 24+00 > 22+00 (ACRO	6	03/02/21	03/09/21	0												SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFIL									
CN-WW-5440	SET UP-BASE PAVE WASHINGTON AVE Sta. 24+00 > 22+00 (ACROSS CENTER CITY PAF	3	03/08/21	03/10/21	0												SET UP-BASE PAVE WASHINGTON AVE Sta. 24+00 > 22+00									
WASHINGTON STA 22+00 > 19+00																										
CN-WW-5350	ASPHALT ZIPPER WASHINGTON AVE Sta. 22+00 > 19+00	6	03/11/21	03/18/21	0												ASPHALT ZIPPER WASHINGTON AVE Sta. 22+00 > 19+00									
CN-WW-5360	SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta. 22+00 > 19+00	6	03/11/21	03/18/21	0												SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACK									
CN-WW-5380	SET UP-BASE PAVE WASHINGTON AVE Sta. 22+00 > 19+00	4	03/16/21	03/19/21	0												SET UP-BASE PAVE WASHINGTON AVE Sta. 22+00 > 19+									
WASHINGTON STA 19+00 > 17+00																										
CN-WW-5280	ASPHALT ZIPPER WASHINGTON AVE Sta. 17+00 > 19+00	5	03/22/21	03/26/21	0												ASPHALT ZIPPER WASHINGTON AVE Sta. 17+00 > 19+									
CN-WW-5290	SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta. 17+00 > 19+00	5	03/22/21	03/26/21	0												SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BA									
CN-WW-5310	SET UP-BASE PAVE WASHINGTON AVE Sta. 17+00 > 19+00	3	03/25/21	03/29/21	0												SET UP-BASE PAVE WASHINGTON AVE Sta. 17+00 >									
WASHINGTON STA 17+00 > 15+00																										
CN-WW-5230	ASPHALT ZIPPER WASHINGTON AVE Sta. 17+00 > 15+00 (ACROSS N QUINCE)	6	03/30/21	04/06/21	0												ASPHALT ZIPPER WASHINGTON AVE Sta. 17+00 >									
CN-WW-5240	SET UP-EXCAVATE/LAY PIPE + APPURTENANCES/BACKFILL Sta. 17+00 -15+00 (ACROS	6	03/30/21	04/06/21	0												SET UP-EXCAVATE/LAY PIPE + APPURTENANCES									
CN-WW-5260	SET UP-BASE PAVE WASHINGTON AVE Sta. 17+00 > 15+00 (ACROSS N. QUINCE)	3	04/05/21	04/07/21	0												SET UP-BASE PAVE WASHINGTON AVE Sta. 17+00 >									
WASHINGTON STA 15+00 > 11+00																										

■ Remaining Level of Effort ■ Actual Work ◆ Milestone
■ WBS Summary ■ Remaining Work
■ Actual Level of Effort ■ Critical Remaining Work

TASK filter: All Activities
 Peterson Scheduling Inc (760) 413-8793
 Date Revision Checked Approved
 FILANC / BC JV PROJECT BAR CHART
 \\PSI\1B8MV1

City of Escondido
MFRO for Agriculture

GMP1 - Product Water Pipeline
Daily Delay Summary

7/29/2020

9:46 AM

	<u>Working Days</u>	<u>Labor Cost Per Day</u>		<u>Equipment Cost Per Day</u>	<u>Material Cost Per Day</u>		<u>Other Cost Per Day</u>	<u>Sub Cost Per Day</u>		<u>Total Cost Per Day</u>			
General Conditions	205	\$	1,630.28	\$	74.15	\$	-	\$	292.68	\$	9.27	\$	2,006.38
		\$	1,630.28	\$	74.15	\$	-	\$	292.68	\$	9.27	\$	2,006.38

Exhibit D
Page A-00700- & 8

Cost per Working Day	1.00	\$	2,006.38
HOME OFFICE OVERHEAD	8.00%	\$	160.51
PROJECT LIABILITY INSURANCE	2.00%	\$	40.13
PAYMENT AND PERFORMANCE BOND RATE	0.85%	\$	17.05
		\$	2,224.07 per day

City of Escondido
MFRO for Agriculture

GMP1 - Product Water Pipeline
Daily Delay Details

7/29/2020
9:34 AM

Line	Bid Item	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total			Labor Cost	Unit	Equip Cost	Unit	Material Cost	Unit	Other Cost	Unit	Sub Cost	Unit	Labor Productivity	Unit	Hours	Labor		Material		Subcontractor		Equipment		Consumables		Tax				
								Amount	Unit Price	Unit														Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount		Price	Amount	Price	Amount
1	10.2.2				Pipeline GC Delay Costs per day																																	
2		3020.			General Conditions Fee																																	
3			00		General Conditions Fee																																	
4				00.01.01000	PROJECT MANAGEMENT																																	
5					General Conditions - GMP1																																	
6					DB Project Manager Gary Silverman	9.50	Mo	48,560	5,112 /Mo	5,111.56	/Mo											34.000	mh / Mo	323	150.34	48,560												
7					Construction Manager - Matt Appleton	9.50	Mo	171,483	18,051 /Mo	18,050.82	/Mo											173.000	mh / Mo	1,644	104.34	171,483												
8					Deputy Construction Manager - Rich Gomez B&C	9.50	Mo	21,485	2,262 /Mo	2,261.60	/Mo											20.000	mh / Mo	190	113.08	21,485												
9					Scheduling Engineer	9.50	Mo	8,550	900 /Mo	900.00	/Mo											9.000	mh / Mo	86	100.00	8,550												
10					Project Engineer - Ashley Lopez	9.50	Mo	42,041	4,425 /Mo	4,425.34	/Mo											86.500	mh / Mo	822	51.16	42,041												
11					General Conditions - GMP1	9.50	Mo	292,119	30,749 /Mo	30,749.32	/Mo													3,064		292,119												
12					General Conditions - GMP1																																	
13					Pipeline Super - Jim Roessling, P/L	9.50	Mo	12,633	1,330 /Mo	1,329.80	/Mo											10.000	mh / Mo	95	132.98	12,633												
14					General Conditions - GMP1	9.50	Mo	12,633	1,330 /Mo	1,329.80	/Mo													95		12,633												
15				00.01.01000	PROJECT MANAGEMENT	1.00	LS	304,752	304,752 /LS	304,751.64	/LS													3,159		304,752												
16				00.01.02000	CONSTRUCTION SUPPORT SERVICES																																	
17					General Conditions - GMP1																																	
18					Job Cost Administration	9.50	Mo	2,052	216 /Mo	216.00	/Mo											4.000	mh / Mo	38	54.00	2,052												
19					General Conditions - GMP1	9.50	Mo	2,052	216 /Mo	216.00	/Mo													38		2,052												
20				00.01.02000	CONSTRUCTION SUPPORT SERVICES	1.00	LS	2,052	2,052 /LS	2,052.00	/LS													38		2,052												
21				00.01.03000	SAFETY & QA/QC																																	
22					General Conditions - GMP1																																	
23					Safety & IOR Manager	9.50	Mo	11,902	1,253 /Mo	1,252.80	/Mo											16.000	mh / Mo	152	78.30	11,902												
24					General Conditions - GMP1	9.50	Mo	11,902	1,253 /Mo	1,252.80	/Mo													152		11,902												
25					00.01.03000 SAFETY & QA/QC	1.00	LS	11,902	11,902 /LS	11,901.60	/LS													152		11,902												
26				00.01.07000	INSURANCE/BONDS/PERMIT/LICENSE																																	
27					General Conditions - GMP1																																	
28					GMP1 Builders Risk Insurance	1.00	LS	26,000	26,000 /LS																		26,000.00	26,000										
29					General Conditions - GMP1	9.50	Mo	26,000	2,737 /Mo		/Mo																											
30					00.01.07000 INSURANCE/BONDS/PERMIT/LICENSE	1.00	LS	26,000	26,000 /LS		/LS																											
31				00.01.08000	JOBSITE & STAFF VEHICLES																																	
32					General Conditions - GMP1																																	
33					Staff Cell Phones - Monthly Cost	19.00	Mo	1,900	100 /Mo		/Mo																	100.00	1,900									
34					Staff Vehicles - Monthly Cost	19.00	Mo	15,200	800 /Mo		/Mo	800.00																										
35					Staff Fuel & Oil - Monthly Cost	19.00	Mo	9,500	500 /Mo		/Mo																											
36					General Conditions - GMP1	9.50	Mo	26,600	2,800 /Mo		/Mo	1,600.00																										
37					00.01.08000 JOBSITE & STAFF VEHICLES	1.00	LS	26,600	26,600 /LS		/LS	15,200.00																										
38				00.01.09000	TEMPORARY FACILITIES																																	
39					General Conditions - GMP1																																	
40					Drinking Water - Site - Monthly Cost, P/L	10.00	Mo	2,000	200 /Mo																													
41					Construction Water - Monthly Cost, P/L	10.00	Mo	7,500	750 /Mo																													
42					Sanitation - Monthly Cost, P/L	10.00	Mo	3,500	350 /Mo																													
43					SWPPP - Monthly Cost, P/L	10.00	Mo	14,251	1,425 /Mo	775.10	/Mo											10.000	mh / Mo	100	77.51	7,751												
44					Rubbish - Monthly Cost, P/L	10.00	Mo	12,751	1,275 /Mo	775.10	/Mo											10.000	mh / Mo	100	77.51	7,751												
45					General Conditions - GMP1	9.50	Mo	40,002	4,211 /Mo	1,631.79	/Mo																											
46					00.01.09000 TEMPORARY FACILITIES	1.00	LS	40,002	40,002 /LS	15,502.00	/LS																											
47					00 General Conditions Fee	1.00	LS	411,307	411,307 /LS	334,207.24	/LS	15,200.00																										
48					3020. General Conditions Fee	1.00	LS	411,307	411,307 /LS	334,207.24	/LS	15,200.00																										
49					10.2.2 Pipeline GC Delay Costs per day	205.0																																

City of Escondido
MFRO for Agriculture

GMP1 - Product Water Pipeline
Daily Delay Details

7/29/2020
9:34 AM

Line	Bid Item	Work Code	Area	Est. Item	Description	Quantity	Unit	Grand Total			Labor Cost	Unit	Equip Cost	Unit	Material Cost	Unit	Other Cost	Unit	Sub Cost	Unit	Labor Productivity	Unit	Hours	Labor		Material		Subcontractor		Equipment		Consumables		Tax			
								Amount	Unit Price	Unit														Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount		Price	Amount	Price
84					COVID-19 Decontamination Site Surfaces	9.50	Mo	6,650	700	/Mo	700.00	/Mo				/Mo					10.000	hr / Mo	95	70.00	6,650												
85					General Conditions - COVID-19	9.50	Mo.	26,957	2,838	/Mo.	2,004.60	/Mo.				/Mo.	798.95	/Mo.					285		19,044								7,590	323			
86					00.01.03000 SAFETY & QA/QC			35,257		/LS		/LS				/LS							285		19,044			1,700		6,600		7,590	323				
87					00.01.06000 SITE SETUP/MAINT./CLOSEOUT																																
88					General Conditions - GMP1																																
89					Move In - Lump Sum Cost, P/L	1.00	LS	8,160	8,160	/LS	4,160.00	/LS	2,500.00	/LS			1,500.00	/LS					1.000	Mo. / LS	4,160.00	4,160				2,500.00	2,500	1,500.00	1,500				
90					Remote Temp Yard - Rental Cost, P/L	2.00	LS	9,000	4,500	/LS									4,500.00	/LS							4,500.00	9,000									
91					Move Out - Lump Sum Cost, P/L	1.00	LS	4,580	4,580	/LS	2,080.00	/LS	2,500.00	/LS									1.000	Mo. / LS	2,080.00	2,080			2,500.00	2,500							
92					Final Job Clean Up - Lump Sum Cost, P/L	1.00	LS	4,174	4,174	/LS	4,174.40	/LS											1.000	Mo. / LS	4,174.40	4,174											
93					Remote Temp Yard - Set up, P/L	1.00	LS	4,580	4,580	/LS	2,080.00	/LS					2,500.00	/LS					1.000	Mo. / LS	2,080.00	2,080						2,500.00	2,500				
94					Construction Temp Fencing, P/L	1,000.00	LF	10,000	10	/LF									10.00	/LF								10.00	10,000								
95					General Conditions - GMP1	9.50	Mo.	40,494	4,263	/Mo.	1,315.20	/Mo.	526.32	/Mo.			/Mo.	421.05	/Mo.	2,000.00	/Mo.					12,494			19,000		5,000			4,000			
96					00.01.06000 SITE SETUP/MAINT./CLOSEOUT			40,494		/LS		/LS													12,494			19,000		5,000			4,000				
97					00.01.08000 JOBSITE & STAFF VEHICLES																																
98					General Conditions - GMP1																																
99					Small Tools and Hardware	1.00	LS	21,335	21,335	/LS							19,800.00	/LS														19,800.00	19,800	1,535			
100					General Conditions - GMP1	9.50	Mo.	21,335	2,246	/Mo.		/Mo.		/Mo.		/Mo.	2,084.21	/Mo.																19,800	1,535		
101					00.01.08000 JOBSITE & STAFF VEHICLES			21,335		/LS		/LS		/LS		/LS																		19,800	1,535		
102					00.01.09000 TEMPORARY FACILITIES																																
103					General Conditions - GMP1																																
104					Project Sign, P/L	4.00	EA	4,400	1,100	/EA									1,100.00	/EA							1,100.00	4,400									
105					General Conditions - GMP1	9.50	Mo.	4,400	463	/Mo.		/Mo.		/Mo.		/Mo.			463.16	/Mo.																	
106					00.01.09000 TEMPORARY FACILITIES			4,400		/LS		/LS		/LS		/LS																					
107					00.01.10000 ENGINEERING/TESTING/INSPECTION																																
108					General Conditions - GMP1																																
109					Sublet Testing & Inspection - Soils Compaction, P/L	320.00	hr	35,200	110	/hr									110.00	/hr							110.00	35,200									
110					Sublet Testing & Inspection - Concrete Cylinders, P/L	16.00	hr	2,720	170	/hr				60.00	/hr					110.00	/hr				40.00	960	110.00	1,760									
111					Sublet Testing & Inspection - Structural, P/L	8.00	hr	880	110	/hr										110.00	/hr						110.00	880									
112					Sublet Testing & Inspection - Other, P/L	1.00	ls	35,000	35,000	/ls									35,000.00	/ls							35,000.00	35,000									
113					Surveying - Lump Sum Cost, P/L	1.00	LS	20,000	20,000	/LS									20,000.00	/LS							20,000.00	20,000									
114					General Conditions - GMP1	9.50	Mo.	93,800	9,874	/Mo.		/Mo.		101.05	/Mo.		/Mo.		9,772.63	/Mo.							960	92,840									
115					00.01.10000 ENGINEERING/TESTING/INSPECTION			93,800		/LS		/LS		/LS		/LS										960	92,840										
116					00.01.11000 OTHER SUB-CONSULTANTS																																
117					General Conditions - GMP1																																
118					Traffic Control Plans, P/L	1.00	LS	5,000	5,000	/LS									5,000.00	/LS							5,000.00	5,000									
119					Photos and Video - Monthly Cost, P/L	10.00	Mo.	5,500	550	/Mo.							100.00	/Mo.		450.00	/Mo.						450.00	4,500					100.00	1,000			
120					SWPPP Plan - Sub Cost	1.00	LS	5,000	5,000	/LS										5,000.00	/LS						5,000.00	5,000									
121					Shoring Design Sub, P/L	1.00	LS	1,600	1,600	/LS										1,600.00	/LS						1,600.00	1,600									
122					General Conditions - GMP1	9.50	Mo.	17,100	1,800	/Mo.		/Mo.		/Mo.		/Mo.	105.26	/Mo.	1,694.74	/Mo.																	
123					00.01.11000 OTHER SUB-CONSULTANTS			17,100		/LS		/LS		/LS		/LS																					
124					00 General Conditions Fee			220,531		/LS		/LS		/LS		/LS																					
125					3020. General Conditions Fee			220,531		/LS		/LS		/LS		/LS																					
126					10.2.4 Other General Conditions Cost not included in Delay			220,531																													

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT**

1A. AGREEMENT NUMBER R19AC00023		1B. MOD NUMBER N/A		2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT City or Township Government					
4. ISSUING OFFICE Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City, NV 89006-1470				5. RECIPIENT City of Escondido, Utilities Department 201 N. Broadway Escondido, California 92025-2798							
				EIN #:		95-6000708		County:		San Diego	
				DUNS #:		078727211		Congress. Dist:		50	
6. RECIPIENT PROJECT MANAGER Angela Morrow City of Escondido, Utilities Department 201 N. Broadway Escondido, California 92025-2798 Phone: 760-839-6290 x7030; E-Mail: amorrow@escondido.org				7A. INITIAL AGREEMENT EFFECTIVE DATE: See Block 13a		7B. MODIFICATION EFFECTIVE DATE: N/A					
9A. PROGRAM STATUTORY AUTHORITY Section 1612, Title XVI of P.L. 102-575, as amended				9B. CFDA Number 15.504							
10. FUNDING INFORMATION		NON-FEDERAL		RECLAMATION		TOTAL PROJECT COSTS					
Total Estimated Amount of Agreement		\$39,816,000.00		\$11,175,000.00		\$44,700,000.00					
This Obligation		\$39,816,000.00		\$4,884,000.00		\$44,700,000.00					
Previous Obligation		\$0.00		\$0.00		\$0.00					
Total Obligation		\$39,816,000.00		\$4,884,000.00		\$44,700,000.00					
11. PROJECT TITLE Membrane Filtration Reverse Osmosis Facility Project											
12a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient BY: <u>Christopher W. McKinney</u> DATE: <u>August 8, 2019</u>				13a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation Digitally signed by DIANA BY: <u>DIANA BLAKE</u> DATE: <u>2019.08.12 14:42:04 -07'00'</u>							
12b. NAME AND TITLE OF SIGNER Christopher W. McKinney Director of Utilities, City of Escondido 760-839-4662				13b. NAME OF GRANTS OFFICER Diana Blake Grants Officer 702-293-8550							

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**Financial Assistance Agreement
Between
Bureau of Reclamation
And
City of Escondido
For
Membrane Filtration Reverse Osmosis Facility Project**

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Financial Assistance Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation (Reclamation) and City of Escondido, acting through Utilities Department, hereinafter referred to as the "Recipient", "Grantee", or "City", pursuant to Section 1612, Title XVI of P.L. 102-575, as amended. The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

SEC. 1612. SAN DIEGO AREA WATER RECLAMATION PROGRAM

(a) The Secretary, in cooperation with the City of San Diego, California, or its successor agency in the management of the San Diego Area Wastewater Management District, shall participate in the planning, design, and construction of demonstration and permanent facilities to reclaim and reuse water in the San Diego metropolitan service area.

(b) The Federal share of the costs of the facilities authorized by subsection (a) of this section shall not exceed 25 per centum of the total. The Secretary shall not provide funds for the operation or maintenance of the project.

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

Section 1612 of Public Law 102-575, as amended, specifically authorizes the Secretary of the Interior to participate in the planning, design, and construction of demonstration and permanent facilities to reclaim and reuse water in the San Diego metropolitan service area.

The City of Escondido will use the funds provided by this agreement to complete the designs and to construct the facilities to reclaim and reuse water in the San Diego metropolitan service area.

3. BACKGROUND AND OBJECTIVES

The Membrane Filtration and Reverse Osmosis (MFRO) Project will provide an additional water supply source for the City of Escondido. The MFRO facility will further treat recycled water using membrane filtration (MF) and reverse osmosis (RO) technologies. The MFRO facility will produce high-quality water that is low in total dissolved solids (TDS) and chlorides to high water demand avocado growers who serve a vital role in the City of Escondido's economy. The MFRO project site is located in the northeast region within the City of Escondido, CA. This water source will offset imported water and private ground water and is higher quality than the existing groundwater source.

The objectives of this MFRO facility project are to:

- Reduce dependency on imported raw water.
- Increased domestic potable water supply for Disadvantaged Communities (DACs) as well as fire emergency preparedness.
- Removes the need for private ground water extraction and for private onsite RO treatment.
- Increase local economy.
- Drought resilient supply to agriculture (AG) users.
- Reduces and improves discharge water quality for storm water discharges to waters of the U.S.
- Reduces Escondido Land Outfall (ELO) and San Elijo Ocean Outfall (SEOO) discharges and moves closer to the Federal zero discharge goal.
- Improves groundwater quality

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in Block 13a of Page 1 of this agreement, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The Agreement shall remain in effect until the date shown in Block 8 of Page 1 of this agreement, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The period of performance for this Agreement may only be modified through written modification of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of federal funding for this agreement is \$11,175,000.00 of which the initial amount of federal funds available is limited to \$4,884,000.00 as indicated by "this obligation" within Block 10 of Page 1 of this agreement, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available through a competitive process. If successful, the funds will be provided through written modifications to this agreement by a Reclamation Grants Officer.

It is recognized and agreed that all costs incurred by Reclamation related to the development and administration of this Agreement are considered part of the total costs of the Project, and therefore the Recipient agrees to provide 75 percent of these costs in accordance with the authorization. These costs include, but are not limited to, salary, overhead, travel, and other costs directly or indirectly related to the Agreement, as determined by Reclamation. Following the completion of each quarter of the fiscal year, Reclamation shall provide the Recipient with a statement of Reclamation's costs for the previous quarter. The Recipient may request explanations or a review of the costs included in the statement; however, Reclamation's determination as to the validity of the costs is final. The Recipient's 75 percent share of Reclamation's costs will be deducted from payments processed by Reclamation under this Agreement.

5. SCOPE OF WORK AND MILESTONES

This agreement covers the activities necessary for planning, design, and construction of water reclamation and reuse facilities for the City to reclaim and reuse water in the San Diego metropolitan service area. Activities include planning and environmental compliance, obtaining permits, preparing preliminary and final designs, and construction.

The activities to be funded through this Agreement include the following tasks to be performed by the City of Escondido:

- 1. California Environmental Quality Act (CEQA) Documentation -** Prepare and circulate an Initial Study/Mitigated Negative Declaration (IS/MND). The IS/MND will be drafted to meet CEQA and CEQA plus requirements, circulated for public review, and adopted by the City of Escondido. All required Tribal notifications will be completed during the IS/MND process. All associated CEQA mitigation measures will be addressed and incorporated into the final design. File Notice of Determination with State Clearinghouse.
- 2. Complete the 60% design for the facility.**
- 3. Complete the 100% design for the facility.**
- 4. Mobilization and Insurance –** Submit required insurance documents and mobilize on site for construction activities.
- 5. Yard Piping and Site Work -** A surge tank, process valves, various pipes and fittings, and magnetic flow meters will be installed. Site work includes grading; excavation for yard piping; construction of driveways, pavement, fencing, and a storm water pond; and landscaping.
- 6. MFRO Process Building –** Construct an estimated 21,700 square foot (SF) pre-engineered metal building to house the Membrane Filtration (MF) and Reverse Osmosis (RO) process units. Plumbing, HVAC, thermal and moisture protection, and electrical connections will be provided to the building. Approximately two skids of MF will be provided.

Approximately four RO transfer pumps will pump MF filtrate from the inter-process storage tank through cartridge filters to the section side of the RO feed pumps. An estimated four RO feed pumps will be installed to boost the pressure of the RO feed water to the RO membranes. Approximately four RO trains will be installed. Instrumentation including: flow meters; temperature and pressure transmitters; pressure switches; and turbidity, pH, Cl₂, and NH₃ analyzers will be installed.

7. Chemical Storage Building – Construct an estimated 14,040 SF pre-engineered metal building to house the chemical storage tanks and feed system for the MF and RO processes.

The chemical storage building will include approximately four tanks, one for each of the following chemicals: sodium hypochlorite, sulfuric acid, sodium hydroxide, and calcium chloride; and totes for the following chemicals: liquid ammonium sulfate, sodium bisulfate, antiscalant, citric acid, and proprietary RO Base. Chemical transfer pumps will also be included.

8. Inter-process Storage Tank – Construct a concrete inter-process storage tank for MF effluent flow equalization. The inter-process tank will be sized for a 60-minute retention time between the MF and RO processes. Storage capacity of the tank will be approximately 159,000 gallons.

9. MF Feed and Product Water Storage Tanks - Construct a concrete MF feed water storage tank that will store and send Title 22 recycled water to the MF system at a consistent flow and pressure. Storage capacity of the MF feed tank will be approximately 300,000 gallons. Construct an approximately 800,000-gallon concrete storage tank for the product water produced by the MFRO facility. A product water pump station will be installed to convey water from the MFRO facility to the Hogback Reservoir and recycled water agriculture distribution system. The pump station will consist of approximately five pumps.

10. Startup, Testing, and Project Closeout – Startup and testing of the MFRO facility's performance before delivering water to the end users. Complete all activities for overall project closeout, such as final inspections, construction checklists, site clean-up, and demobilization.

The project schedule is shown below.

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
1. CEQA Documentation	2/11/19	12/2/19
2. 60% Design	4/3/19	6/1/20
3. 100% Design	6/2/20	12/31/20
4. Mobilization and Insurance	8/1/20	10/1/20
5. Yard Piping and Site Work	10/2/20	7/31/22
6. MFRO Process Building	3/1/21	7/31/22
7. Chemical Storage Building	4/1/21	7/31/22
8. Inter Process Storage Tank	5/1/21	12/31/21
9. MF Feed and Product Water Storage Tanks	6/1/21	3/31/22
10. Startup, Testing, and Project Closeout	8/1/22	12/31/22

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2 The Recipient shall provide copies of all business systems policies, records and financial data applicable to this award, if requested by Reclamation, to complete a financial review.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

6.2.2 Substantial involvement by Reclamation is anticipated during the performance of activities funded under this cooperative agreement.

In support of this Agreement, Reclamation will be responsible for the following:

(a) Provide financial contribution not to exceed the available funding in accordance with Section I.4 (Period of Performance and Funds Availability), or 25 percent of the total project costs for the activities identified in the Scope of Work of this Agreement, whichever is less.

(b) Shall work with the Recipient as necessary to ensure that the Recipient adheres to the specified work plan and meets specified project goals as set forth in this Agreement.

(c) Shall not continue to advance funds nor award subsequent cooperative agreements to the Recipient for work on the project unless the Recipient is in full compliance with the requirements of the work plan and project goals that are included in this Agreement and has obtained Reclamation concurrence for any deviations therefrom.

(d) Shall provide scientific or administrative advice on the development of the project. Such advice will take into consideration factors such as: (1) the scientific complexities of the project; (2) the Recipient's progress in meeting project goals; and (3) the Recipient's ability to meet the proposed time schedule.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

The project budget is shown below.

BUDGET ITEM DESCRIPTION	COMPUTATION			TOTAL COST
	Price/Rate	Unit	Quantity	
CONTRACTUAL/ CONSTRUCTION - Explain any contracts or sub-Agreements that will be awarded, why needed. Explain contractor qualifications and how the contractor will be selected.				
Contractual/ CONSTRUCTION - Subtotal			1.00	\$41,130,000
Contingency to Construction (assumed to be 8.5%)			1.00	\$ 3,570,000
			Subtotal	\$44,700,000
TOTAL DIRECT COSTS:				
INDIRECT COSTS -				
TOTAL ESTIMATED PROJECT/ACTIVITY COSTS:				\$44,700,000

7.2 Cost Sharing Requirement

At least 75% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this agreement.

The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the cost share percentage above shall occur concurrently. If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the Grants Officer prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

7.3 Pre-Award Incurrence of Costs

The Recipient shall be entitled to reimbursement for costs incurred on or after February 10, 2019, which if had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement.

7.4 Allowable Costs

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR 200 Subpart E, "Cost Principles"

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 90 days following the project performance period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans

In accordance with 2 CFR 200.308(g) the recipient must request prior written approval for any of the following changes:

- (a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- (b) Revisions which require additional Federal funds to complete the project.

- (c) Revisions which involve specific costs for which prior written approval requirements may be imposed consistent with OMB cost principles listed in 2 CFR 200 Subpart E "Cost Principles".

7.6 Modifications

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address changes in address, no-cost time extensions, changes to Key Personnel, the addition of previously agreed upon funding, or administrative corrections which do not impact the terms and conditions of this agreement. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR 200.338.

All other changes shall be made by means of a bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO.

Any request for project extension shall be made at least 45 days prior to the expiration date of the Agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

7.7 Prior Approval Required for Use of Contingency Cost Line-Item

Prior approval is required, in writing, from the GO to transfer funds (of any amount) from the contingency cost line-item to other cost categories in the budget.

The request for approval from the Recipient must be in writing and identify the reason(s) why the transfer is necessary and identify the cost overruns in other budget line-items. If there are no cost-overruns during the performance of construction under the agreement, funds obligated under the contingency cost line-item may be deobligated by the GO.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel.

The Recipient's Project Manager for this Agreement shall be:

Angela Morrow
Deputy Director of Utilities / Construction and Engineering
201 N. Broadway
Escondido, California 92025-2798
Phone: 760-839-6290 x7030
E-Mail: amorrow@escondido.org

9. LIMITATION OF AUTHORITIES

9.1 Grants Officer (GO).

The Grants Officer is the only official with legal delegated authority to represent Reclamation. The GO's responsibilities include, but are not limited to, the following:

- (a) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (b) Approve through formal modification changes in the scope of work and/or budget;
- (c) Approve through formal modification any increase or decrease in the period of performance of the Agreement;
- (d) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (e) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement; Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

9.2 Grants Management Specialist (GMS).

The Grants Management Specialist is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to modifications and prior approval, may only be granted, in writing, by a Reclamation Grants Officer. Please note that for some agreements, the Grants Officer and the Grants Management Specialist may be the same individual.

10. REPORTING REQUIREMENTS AND DISTRIBUTION

10.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR 200.338.

10.2 Financial Reports. Federal Financial Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

10.3 Monitoring and Reporting Program Performance (2 CFR 200.328).

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also 200.331 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
- (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity.
Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
- (2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information.
As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
- (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
- (ii) The reasons why established goals were not met, if appropriate.
- (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

- (c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in 2 CFR 200.328(b)(2) above.

10.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 10.3 (2 CFR 200.328) above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 10.3 (2 CFR 200.328) above.
Reporting Frequency	Quarterly	Final Report due within 90 days after the end of the period of performance.
Reporting Period	Federal fiscal quarters ending: December 31, March 31, June 30, September 30	Entire period of performance
Due Date	For Quarterly Reporting: Within 30 days after the end of the Reporting Period.	Final Report due within 90 days after the end of the period of performance or completion of the project.
First Report Due Date	The first performance report is due for reporting period ending September 30, 2019.	N/A
Submit to:	Grants Officer	LCFA@usbr.gov

Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due within 90 days after the end of the period of performance.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Semi-Annual Reporting: Within 30 days after the end of the Reporting Period.	Final Report due within 90 days after the end of the period of performance or completion of project.
First Report Due Date	The first Federal financial report is due for reporting period ending September 30, 2019.	N/A
Submit to:	Grants Officer	LCFA@usbr.gov

11. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office. If the Recipient begins project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from the Grants Officer that all such clearances have been obtained, then Reclamation reserves the right to initiate remedies for non-compliance as defined by 2 CFR 200.338 up to and including unilateral termination of this agreement.

II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at 2 CFR Subtitle A, Chapter II, Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment (2 CFR 200.305).

- (a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.
- (b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also 200.302 Financial management paragraph (b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved standard governmentwide information collection requests to request payment.
 - (1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part.
Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.
 - (2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.
 - (i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.
 - (ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

- (3) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per 200.207 Specific conditions, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.
- (4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements.

The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

- (5) Use of resources before requesting cash advance payments. To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- (6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of 200.207 Specific conditions, Subpart D—Post Federal Award Requirements of this part, 200.338 Remedies for Noncompliance, or one or more of the following applies:
 - (i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

- (ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.
 - (iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with 200.342 Effects of suspension and termination.
 - (iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.
- (7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.
- (i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for the receipt, obligation and expenditure of funds.
 - (ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- (8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.
- (i) The non-Federal entity receives less than \$120,000 in Federal awards per year.
 - (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - (iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

(9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interested earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. The remittance must be submitted as follows:

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

(iii) For International ACH Returns:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

Swift Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA

Payment Details (Line 70): Agency

Name (abbreviated when possible) and ALC Agency POC: Michelle Haney,
(301) 492-5065

(iv) For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

(v) Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

2.2 Payment Method.

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall "Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency". If the Recipient allows their SAM registration to lapse, the Recipient's accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR 200.317 through 200.326)

200.317 Procurements by States.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with 200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section 200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow 200.318 General procurement standards through 200.326 Contract provisions.

200.318 General procurement standards.

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)
 - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

- (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also 200.212 Suspension and debarment.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

- (j)
- (1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

200.319 Competition.

- (a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;

- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.
- (b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

- (a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.
- (b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
- (c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.
 - (1) In order for sealed bidding to be feasible, the following conditions should be present:
 - (i) A complete, adequate, and realistic specification or purchase description is available;
 - (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (2) If sealed bids are used, the following requirements apply:
 - (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
 - (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.
- (d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 - (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (2) Proposals must be solicited from an adequate number of qualified sources;
 - (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- (e) [Reserved]
- (f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - (1) The item is available only from a single source;

- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

200.323 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

200.324 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

4. EQUIPMENT (2 CFR 200.313)

See also 200.439 Equipment and other capital expenditures.

- (a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:
 - (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
 - (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
- (2) Except as provided in 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase.

If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR 200.314)

See also 200.453 Materials and supplies costs, including costs of computing devices.

- (a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See 200.313 Equipment, paragraph (e)(2) for the calculation methodology.
- (b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR 200.501)

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

- (b) **Single audit.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) **Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) **Exemption when Federal awards expended are less than \$750,000.** A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) **Federally Funded Research and Development Centers (FFRDC).** Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) **Subrecipients and Contractors.** An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section 200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) **Compliance responsibility for contractors.** In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors.

However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

- (h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility.

Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also 200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR 200.338)

200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR 200.339)

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

- (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR 1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

11. DRUG-FREE WORKPLACE (2 CFR 182 and 1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement.

All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15)

Trafficking in persons.

(a) Provisions applicable to a recipient that is a private entity.

- (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procure a commercial sex act during the period of time that the award is in effect; or
 - (iii) Use forced labor in the performance of the award or subawards under the award.
- (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - (i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

- (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - (A) Associated with performance under this award; or
 - (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 *CFR part 1400*.
- (b) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 *CFR part 1400*.
- (c) *Provisions applicable to any recipient.*
 - (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (ii) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.(d) *Definitions.* For purposes of this award term:

(1) "Employee" means either:

- (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

- (i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR 18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC 4601 *et seq.*)

- (a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any "displaced persons," as defined under the URA.
- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. 4651.
- (c) Exemptions to the URA and 49 CFR Part 24
 - (1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as "voluntary transactions."
" Such "voluntary transactions" are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR 24.101(b)(1)(i)-(iv).
 - (2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:

- (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
 - (ii) inform the owner in writing of what it believes to be the market value of the property
- (d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR 24.104. Such reviews may be conducted by the Department of the Interior's Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique identifier to you.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date.

In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.
- (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR 52.203-17 (as referenced in 48 CFR 3.908-9).

21. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APPENDIX XII to 2 CFR Part 200)

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report.

Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

22. CONFLICTS OF INTEREST

(a) Applicability.

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 - (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- (c) Notification.
- (1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
 - (2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- (d) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- (e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

23. DATA AVAILABILITY

- (a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

- (b) **Use of Data.** The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- (c) **Availability of Data.** The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:
- (i) The scientific data relied upon;
 - (ii) The analysis relied upon; and
 - (iii) The methodology, including models, used to gather and analyze data.

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT**

1A. AGREEMENT NUMBER R19AC00023		1B. MOD NUMBER 001		2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT City or Township Government			
4. ISSUING OFFICE Bureau of Reclamation Lower Colorado Basin Interior Region 8 P.O. Box 61470 Boulder City, NV 89006-1470				5. RECIPIENT City of Escondido, Utilities Department 201 N. Broadway Escondido, California 92025-2798					
								EIN #:	
				DUNS #:		078727211		Congress. Dist: 50	
6. RECIPIENT PROJECT MANAGER Angela Morrow City of Escondido, Utilities Department 201 N. Broadway Escondido, California 92025-2798 Phone: 760-839-6290 x7030; E-Mail: amorrow@escondido.org				7A. INITIAL AGREEMENT EFFECTIVE DATE: August 12, 2019		7B. MODIFICATION EFFECTIVE DATE: See Block 13a			
				8. COMPLETION DATE December 31, 2022					
9A. PROGRAM STATUTORY AUTHORITY Section 1612, Title XVI of P.L. 102-575, as amended						9B. CFDA Number 15.504			
10. FUNDING INFORMATION		<u>NON-FEDERAL</u>		<u>RECLAMATION</u>		<u>TOTAL PROJECT COSTS</u>			
Total Estimated Amount of Agreement		\$33,525,000.00		\$11,175,000.00		\$44,700,000.00			
This Obligation		(\$3,069,303.00)		\$3,069,303.00		\$0.00			
Previous Obligation		\$39,816,000.00		\$4,884,000.00		\$44,700,000.00			
Total Obligation		\$36,746,697.00		\$7,953,303.00		\$44,700,000.00			
11. PROJECT TITLE Membrane Filtration Reverse Osmosis Facility Project									
12a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient NO SIGNATURE REQUIRED BY: _____ DATE: _____				13a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY: _____ DATE: _____					
12b. NAME AND TITLE OF SIGNER Christopher W. McKinney Director of Utilities, City of Escondido 760-839-4662				13b. NAME OF GRANTS OFFICER Diana Blake Grants Officer 702-293-8550					

A. PURPOSE OF THIS MODIFICATION:

The purpose of this modification is to obligate previously agreed upon Federal funding. This modification also reduces total obligated amount for the Recipient values.

All other terms and conditions remain unchanged.

B. ADJUSTMENT OF AGREEMENT SCOPE OF WORK AND/OR BUDGET:

As a result of this modification, the scope of work and budget for the Agreement will remain unchanged.

C. ADJUSTMENT OF THE TOTAL ESTIMATED AMOUNT:

As a result of this modification, the total estimated amount of the Agreement will remain unchanged at \$44,700,000.00.

D. NOTICE OF CHANGE IN FUNDS OBLIGATED:

As a result of this modification, the total amount of Federal funding obligated for this Agreement is increased by \$3,069,303.00 **from** \$4,884,000.00 **to** \$7,953,303.00. The Non-Federal funding obligated amount is decreased by (\$3,069,303.00) **from** \$39,816,000.00 **to** \$36,746,697.00.

E. ADJUSTMENT TO COMPLETION DATE:

As a result of this modification, the period of performance for this Agreement will remain unchanged from August 12, 2019 to December 31, 2022.

Attachment A.4

PUBLIC CONTRACT CODE

CHAPTER 2.9. Skilled and Trained Workforce Requirements [2600 - 2603]

2600.

(a) This chapter applies when a public entity is required by statute or regulation to obtain an enforceable commitment that a bidder, contractor, or other entity will use a skilled and trained workforce to complete a contract or project.

(b) A public entity may require a bidder, contractor, or other entity to use a skilled and trained workforce to complete a contract or project regardless of whether the public entity is required to do so by a statute or regulation.

2601.

For purposes of this chapter:

(a) "Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

(b) "Chief" means the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

(c) "Graduate of an apprenticeship program" means either of the following:

(1) An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the chief pursuant to Section 3075 of the Labor Code.

(2) An individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

(d) "Skilled and trained workforce" means a workforce that meets all of the following conditions:

(1) All the workers performing work in an apprenticeable occupation in the building and construction trades are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the chief.

(2) (A) For work performed on or after January 1, 2017, at least 30 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. This requirement shall not apply to work performed in the occupation of teamster.

(B) For work performed on or after January 1, 2018, at least 40 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirements of subparagraph (A) shall continue to apply to work performed in the following occupations: acoustical installer,

bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(C) For work performed on or after January 1, 2019, at least 50 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirements of subparagraph (A) shall continue to apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(D) For work performed on or after January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, except that the requirements of subparagraph (A) shall continue to apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(3) For an apprenticeable occupation in which no apprenticeship program had been approved by the chief before January 1, 1995, up to one-half of the graduation percentage requirements of paragraph (2) may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the chief's approval of an apprenticeship program for that occupation in the county in which the project is located.

(4) The apprenticeship graduation percentage requirements of paragraph (2) are satisfied if, in a particular calendar month, either of the following is true:

(A) At least the required percentage of the skilled journeypersons employed by the contractor or subcontractor to perform work on the contract or project meet the graduation percentage requirement.

(B) For the hours of work performed by skilled journeypersons employed by the contractor or subcontractor on the contract or project, the percentage of hours performed by skilled journeypersons who met the graduation requirement is at least equal to the required graduation percentage.

(5) The contractor or subcontractor need not meet the apprenticeship graduation requirements of paragraph (2) if, during the calendar month, the contractor or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the contract or project.

(6) A subcontractor need not meet the apprenticeship graduation requirements of paragraph (2) if both of the following requirements are met:

(A) The subcontractor was not a listed subcontractor under Section 4104 or a substitute for a listed subcontractor.

(B) The subcontract does not exceed one-half of 1 percent of the price of the prime contract.

(e) "Skilled journeyman" means a worker who either:

(1) Graduated from an apprenticeship program for the applicable occupation that was approved by the chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

(2) Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the chief.

2602.

(a) When a contractor, bidder, or other entity is required to provide an enforceable commitment that a skilled and trained workforce will be used to complete a contract or project, the commitment shall be made in an enforceable agreement with the public entity or other awarding body that provides both of the following:

(1) The contractor, bidder, or other entity, and its contractors and subcontractors at every tier, will comply with this chapter.

(2) The contractor, bidder, or other entity will provide to the public entity or other awarding body, on a monthly basis while the project or contract is being performed, a report demonstrating compliance with this chapter.

(b) If the contractor, bidder, or other entity fails to provide the monthly report required by this section, or provides a report that is incomplete, the public agency or other awarding body shall withhold further payments until a complete report is provided. If a monthly report is incomplete due to the failure of a subcontractor to timely submit the required information to the contractor, bidder, or other entity, the public agency or awarding body shall only withhold an amount equal to 150 percent of the value of the monthly billing for the relevant subcontractor. If a public agency or other awarding body withholds amounts pursuant to this subdivision, the contractor, bidder, or other entity shall be entitled to withhold the same amount from the subcontractor until the subcontractor provides the contractor, bidder, or other entity a complete report, and the public agency or awarding body subsequently pays the contractor, bidder, or other entity the withheld payments. If the contractor, bidder, or other entity substitutes a subcontractor pursuant to Chapter 4 (commencing with Section 4100) for failure to provide a complete report, and the contractor, bidder, or other entity replaces the subcontractor with one that provides an enforceable commitment that a skilled and trained workforce will be used to complete the contract or project, the public agency or awarding body shall immediately resume making payments to the contractor, bidder, or other entity, including all previously withheld payments.

(c) If a monthly report does not demonstrate compliance with this chapter, the public agency or other awarding body shall do all of the following:

(1) Withhold further payments until the contractor, bidder, or other entity provides a plan to achieve substantial compliance with this chapter, with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. All of the following shall apply to the withholding of payments under this paragraph:

(A) The public agency or awarding body shall withhold an amount equal to 150 percent of the value of the monthly billing for the entity that failed to comply with this chapter, or 150 percent of the value of the monthly billing for the subcontractor that failed to comply with this chapter. If a public agency or other awarding body withholds amounts pursuant to this paragraph, the contractor, bidder, or other entity shall be entitled to withhold the same amount from the subcontractor that did not demonstrate compliance with this chapter.

(B) If the contractor, bidder, or other entity substitutes a subcontractor pursuant to Chapter 4 (commencing with Section 4100) for failure to demonstrate compliance, and the contractor, bidder, or other entity replaces the subcontractor with one that provides an enforceable commitment that a skilled and trained workforce will be used to complete the contract or project, the public agency or awarding body shall immediately resume making payments to the contractor, bidder, or other entity, including all previously withheld payments.

(C) If a contractor, bidder, or other entity submits to the public agency or awarding body a plan to achieve substantial compliance with this chapter, the public agency or awarding body shall immediately resume making payments to the contractor, bidder, or other entity, including all previously withheld payments unless, within a reasonable time, the public agency or awarding body rejects the plan as insufficient and explains the reasons for the rejection.

(2) Forward a copy of the monthly report to the Labor Commissioner for issuance of a civil wage and penalty assessment in accordance with Section 2603.

(3) Forward to the Labor Commissioner a copy of the plan, if any, submitted by the contractor, bidder, or other entity to achieve substantial compliance with this chapter and the response to that plan, if any, by the public agency or awarding body.

(d) A monthly report provided to the public agency or other awarding body shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and shall be open to public inspection.

2603.

(a) If the Labor Commissioner or his or her designee determines after an investigation that a contractor or subcontractor failed to use a skilled and trained workforce in accordance with this chapter, the contractor or subcontractor responsible for the violation shall forfeit, as a civil penalty to the state, not more than five thousand dollars (\$5,000) per month of work performed in violation of this chapter. A contractor or subcontractor that commits a second or subsequent violation within a three-year period shall forfeit as a civil penalty to the state the sum of not more than ten thousand dollars (\$10,000) per month of work performed in violation of this chapter.

(b) For the purposes of this section:

- (1) "Any interest" shall have the same meaning as in subdivision (h) of Section 1777.1 of the Labor Code.
- (2) "Contractor or subcontractor" shall have the same meaning as in subdivision (g) of Section 1777.1 of the Labor Code.
- (3) "Entity" shall have the same meaning as in subdivision (i) of Section 1777.1 of the Labor Code.

(c) The amount of any monetary penalty may be reduced or waived by the Labor Commissioner if the amount of the penalty would be disproportionate to the severity of the violation. The Labor Commissioner shall consider, in setting the amount of a monetary penalty, all of the following circumstances:

- (1) Whether the violation was intentional.
- (2) Whether the contractor or subcontractor has committed other violations of this chapter or of the Labor Code.
- (3) Whether, upon notice of the violation, the contractor or subcontractor took steps to voluntarily remedy the violation.
- (4) The extent or severity of the violation.
- (5) Whether a contractor or subcontractor submitted and followed a plan to achieve substantial compliance with this chapter.

(d) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741 of the Labor Code, upon determination of penalties assessed under subdivision (a). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742 of the Labor Code. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, shall apply.

(e) The determination of the Labor Commissioner as to the amount of the penalty imposed under subdivision (a) shall be reviewable by the Director of Industrial Relations only for an abuse of discretion.

(f) If a subcontractor is found to have violated this chapter, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of the subcontractor's failure to comply with this chapter or unless the prime contractor fails to comply with any of the following requirements:

- (1) For contracts entered into on or after January 1, 2019, the contract executed between the contractor and the subcontractor for the performance of work on the project shall include a copy of this chapter.
 - (2) The contractor shall periodically monitor the subcontractor's use of a skilled and trained workforce.
 - (3) Upon becoming aware of a failure of the subcontractor to use a skilled and trained workforce, the contractor shall take corrective action, including, but not limited to, retaining 150 percent of the amount due to the subcontractor for work performed on the project until the failure is corrected.
 - (4) Prior to making the final payment to the subcontractor for work performed on the project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has met the requirements of this chapter.
- (g) The Labor Commissioner shall notify the prime contractor within 15 days of the receipt by the Labor Commissioner of a complaint that a subcontractor violated this chapter.
- (h) Whenever a contractor or subcontractor is found by the Labor Commissioner to be in violation of this chapter with intent to defraud, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year or more than three years to do either of the following:
- (1) Bid on or be awarded a contract for a public works project.
 - (2) Perform work as a subcontractor on a public works project.
- (i) Whenever a contractor or subcontractor is found by the Labor Commissioner to have committed two or more separate willful violations of this chapter within a three-year period, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of up to three years to do either of the following:
- (1) Bid on or be awarded a contract for a public works project.
 - (2) Perform work as a subcontractor on a public works project.
- (j) The debarment procedures adopted by the Labor Commissioner pursuant to Section 1777.1 of the Labor Code shall apply to any finding made under subdivisions (h) or (i) of this section.
- (k) The Labor Commissioner shall publish on the commissioner's Internet Web site a list of contractors who are ineligible to bid on or be awarded a public works contract, or to perform work as a subcontractor on a public works project pursuant to this section. The list shall contain the name of the contractor, the Contractors' State License Board license number of the contractor, and the effective period of debarment of the contractor. Contractors shall be added to the list upon issuance of a debarment order and the commissioner shall also notify the Contractors' State License Board when the list is updated. At least annually, the commissioner shall notify awarding bodies of the availability of the list of debarred contractors.

(l) (1) If a public entity or awarding body that is required to obtain an enforceable commitment that a skilled and trained workforce will be used to complete a contract or project receives a monthly report which does not demonstrate compliance with the skilled and trained workforce requirements of subdivision (c) of Section 10506.6, Section 10506.8, Section 10506.9, or subdivision (c) of Section 20928.2 of this code, Article 9 (commencing with Section 388) of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code, or subparagraph (B) of paragraph (8) of subdivision (a) of Section 65913.4 or subparagraph (B) of paragraph (4) of subdivision (f) of Section 66201 of the Government Code, the public entity or awarding body shall forward a copy of the monthly report to the Labor Commissioner for issuance of a civil wage and penalty assessment in accordance with this section.

(2) The penalty and debarment procedures of this section shall apply to violations of subdivision (c) of Section 10506.6, Section 10506.8, Section 10506.9, or subdivision (c) of Section 20928.2 of this code, Article 9 (commencing with Section 388) of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code, or subparagraph (B) of paragraph (8) of subdivision (a) of Section 65913.4 or subparagraph (B) of paragraph (4) of subdivision (f) of Section 66201 of the Government Code.



CITY COUNCIL STAFF REPORT

Current Business Item No. 15

August 12, 2020

File No. 0120-10

SUBJECT: Appointment to Planning Commission

DEPARTMENT: City Clerk's Office

RECOMMENDATION:

It is requested that the City Council ratify the Mayor's appointment to fill an unscheduled vacancy on the Planning Commission, term to expire on March 31, 2022.

BACKGROUND:

On July 13, 2020, James McNair informed the City of Escondido that he would no longer be able to serve on the Planning Commission, a Notice of Vacancy was duly posted for a 10-day period in accordance with the State law and City policy.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Zack Beck, City Clerk

8/5/20 3:31 p.m.

ATTACHMENTS:

1. Attachment 1 – Application (Rebel Bolton)
2. Attachment 2 – Application (Juan Bribiresca)
3. Attachment 3 – Application (Robert Knecht)
4. Attachment 4 – Application (Donald Romo)
5. Attachment 5 – Application (Rosa Sandoval)
6. Attachment 6 – Application (James Spann)
7. Attachment 7 – Application (Barry Speer)



APPLICATION FOR APPOINTMENT CITY OF ESCONDIDO BOARD OR COMMISSION

Submit application to: City Clerk's Office 201 North Broadway Escondido, CA 92025-2798 (760) 839-4617

Application may be downloaded from the City's website: http://www.escondido.org/boards-commissions-information.aspx

- Answer all questions in black ink or by typewriter/computer. If using a computer, press the TAB key (not ENTER) to move through items. A separate application must be filed for each board or commission in which you are interested.

Mr. Mrs. Ms. (Ms. checked)

Name: Bolton Rebel (Last Name, First Name)

Residence: [Redacted] Zip: 92026

In City Limits?: Yes No In General Plan Area?: Yes No (Yes checked)

Home Phone: [Redacted] Fax:

E-mail Address: rlbolton1@gmail.com

Length of time you have lived in the area: 6 months

Employer: Stone Brewing

Occupation: Host

Business Address: 1999 Citracado Pkwy Escondido CA 92029

Business Phone:

Board or Commission for which you are applying:**

Planning Commission

If you have filed additional applications for other boards or commissions, please list them in order of preference:

If you are an incumbent, how long have you served in your current position?

Have you ever been a member of any City board or Commission, or employed by the City of Escondido? Yes No (No checked)

If so, in what capacity:

Are any persons now employed by the City of Escondido related to you by blood or by marriage? Yes No (No checked)

If so, list name and relationship:

**HISTORIC PRESERVATION COMMISSION applicants must include a resume with application form.

Certificate of Applicant: All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: Rebel Bolton Date:

ESCONDIDO CITY CLERK 19100715 P/2153152

ATTACHMENT 1

Personal References: Please list references of three people who have knowledge of your character, experience, and ability. Do not give names of relatives or present employer.

Full Name	Home Address City, State Phone	Business Address City, State Phone	Business Or Occupation
Stephanie Berberick	[REDACTED]		Politics
Samantha Bergstrom		RN	Medical
Amanda Berno		Social Worker	

Community Involvement: List present membership in any community service or civic organizations, if any.

Parks and Land Conservation board, Scarborough ME.
Board Member - steering committee - Clean Elections San Diego

Qualifications: Please explain why you want to be a board/commission member. Then describe your skills, talents, interests, training or experiences, and how the board or commission would benefit from them. If an incumbent, why do you wish to continue serving? (You may attach additional pages, if needed)

NOTE: All members of City Boards and Commissions must submit a Statement of Economic Interests (FPPC Form 700) on an annual basis. This requirement is in conformance with the City's Conflict of Interest Code.

The City Clerk's Office maintains a booklet containing specific information on qualifications or conditions of appointment, meeting schedules and the purpose of each Board or Commission. You may view this information by visiting the City's website at <http://www.escondido.org/boards-commissions-information.aspx> or request a copy by phone (760) 839-4617.

On behalf of the City Council and staff, thank you for your interest in serving on a City of Escondido Board or Commission.

As a new resident of Escondido, California, I would like to be a member of the planning Commission because I have always been involved in my local community. I am about to start graduate school and will be a long term resident of beautiful Escondido. Prior to moving to California, I lived in Scarborough, ME, where I was a member of the Parks and Conservation Land Board that advised the Town Council on land use requests. I have a B.S. in Environmental Science and Policy from Plymouth State University where much of my undergraduate class work related to environmental planning. Through years of experience in professional management I have honed my organizational and time management skills, which are imperative for any organization serving the public. I have plenty of experience building bridges with elected officials and speaking on behalf of various campaigns that I have either worked or volunteered for. I am excited to learn the new rules and regulations of city planning in California and serve my new community using my diverse background and educational experience.



REBEL BOLTON

Escondido, CA 92026 / C: [REDACTED] / rlbolton1@gmail.com

CAMPAIGN MANAGEMENT | ACCOUNT DIRECTOR

Effective leader in campaign management with the ability to advance candidates and issues I am passionate about. With a strong interest in domestic and international issues I am seeking opportunities where I can contribute my time and utilize my skills to achieve my professional goals.

PROFESSIONAL EXPERIENCE

UNITED STATES NAVY RESERVE, Petty Officer, 2nd class **Engineman** **March 2016-Present**

- Maintain strict uniform and conduct standards.
- Stand Watch to ensure the safety of military property and personnel.
- Received multiple letters of recommendation for meritorious advancement.

ASPIRE, SAN DIEGO, CA **Account Director** **June 2018-June 2019**

- Managed a team of 10-15 people to meet and exceed weekly sales goals.
- Hired and trained new team members.
- Tracked results and trends regularly for business forecasting.

BRYAN KIM FOR CONGRESS **Campaign Aide** **March 2018-June 2018**

- Coordinated volunteers into various activities.
- Plan Campaign Events to improve overall name recognition.
- Fundraise for campaign merchandise and advertising.

COMMITTEE FOR RANKED CHOICE VOTING, Portland, ME **Field Organizer** **Nov 2017-Feb 2018**

- Recruit, train and retain volunteers.
- Utilized leadership skills to unify volunteers to reach common goal.
- Manage volunteers for canvassing, phone banking, and data entry.
- Build rapport with volunteers on behalf of political campaign.
- In depth knowledge of Nation Builder.

ONELA, Lewiston, ME **Deputy Field Director** **Sept 2017-Nov 2017**

- Developed effective strategies for winning canvass teams.
- Networked with local community leaders to organize campaign events.
- Activated and maintained volunteer base to reach as many potential voters as possible.

EDUCATION

PLYMOUTH STATE UNIVERSITY, Plymouth, NH

Bachelor of Science: Environmental Science and Policy

Minor in Sociology/Anthropology



APPLICATION FOR APPOINTMENT CITY OF ESCONDIDO BOARD OR COMMISSION

Submit application to: City Clerk's Office 201 North Broadway Escondido, CA 92025-2798 (760) 839-4617

Application may be downloaded from the City's website: http://www.escondido.org/boards-commissions-information.aspx

- Answer all questions in black ink or by typewriter/computer. If using a computer, press the TAB key (not ENTER) to move through items. A separate application must be filed for each board or commission in which you are interested.

Mr. Mrs. Ms. Name: BRIBIESA JUAN Last Name First Name Residence: [redacted] Zip: 92025 In City Limits?: Yes No In General Plan Area?: Yes No Home Phone: [redacted] Fax: E-mail Address: JMBVENT@GMAIL.COM Length of time you have lived in the area: 10 YEARS AND 2 YEARS PERMANENTLY Employer: NONE Occupation: RETIRED Business Address: N/A Business Phone: N/A

Board or Commission for which you are applying:** PLANNING COMMISSION

If you have filed additional applications for other boards or commissions, please list them in order of preference: NO OTHER

If you are an incumbent, how long have you served in your current position? N/A

Have you ever been a member of any City board or Commission, or employed by the City of Escondido? Yes No

If so, in what capacity:

Are any persons now employed by the City of Escondido related to you by blood or by marriage? Yes No

If so, list name and relationship:

**HISTORIC PRESERVATION COMMISSION applicants must include a resume with application form.

Certificate of Applicant: All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: [Handwritten Signature] Date: 2-13-2020

ESCONDIDO CITY CLERK 20 FEB 14 PM 3:14:06

Personal References: Please list references of three people who have knowledge of your character, experience, and ability. Do not give names of relatives or present employer.

Full Name	Home Address City, State Phone	Business Address City, State Phone	Business Or Occupation
RALPH ROGNLIE	[REDACTED]	Escondido CA 92027 (760) 743-7961	RETIRED
JENNIFER COLE	[REDACTED]	(858) 761-8009	DISSABLE
CATERINA VAN HOYN	[REDACTED]	(858) 945-5444	RETIRED

Community Involvement: List present membership in any community service or civic organizations, if any.

PRESIDENT ESCONDIDO HOBI LIONS CLUB
MEMBER OF THE MEXICAN AMERICAN BUSINESS AND PROFESSIONAL ASSOCIATION

Qualifications: Please explain why you want to be a board/commission member. Then describe your skills, talents, interests, training or experiences, and how the board or commission would benefit from them. If an incumbent, why do you wish to continue serving? (You may attach additional pages, if needed)

SINCE I LIVE IN ESCONDIDO I WANT TO BE PART OF THE DECISION MAKING FOR THE FUTURE PLANNING OF THE CITY OF ESCONDIDO.
I AM RETIRED MEDICAL DR AND PAST REAL ESTATE INVESTOR IN ESCONDIDO AND SAN DIEGO. I HAVE WORKED WITH A GENERAL CONTRACTOR FOR OVER FIFTEEN YEARS IN RE-BUILDING HOMES. I AM ALSO A CERTIFIED HOME INSPECTOR AND CURRENTLY I AM TAKING COMMERCIAL REAL ESTATE COURSES TO BECOME A REALTOR.
SINCE I AM RETIRED AND NOT WORKING FOR ANY ONE, I BELIEVE THAT I COULD BE AN ASSET TO THE PLANNING COMMISSION BECAUSE OF MY DIFFERENT AREAS OF KNOWLEDGE AND IT WILL NOT CREATE ANY CONFLICT OF INTEREST WITH ANYONE.

NOTE: All members of City Boards and Commissions must submit a Statement of Economic Interests (FPPC Form 700) on an annual basis. This requirement is in conformance with the City's Conflict of Interest Code.

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On behalf of the City Council and staff, thank you for your interest in serving on a City of Escondido Board or Commission.



APPLICATION FOR APPOINTMENT CITY OF ESCONDIDO BOARD OR COMMISSION

Submit application to: City Clerk's Office 201 North Broadway Escondido, CA 92025-2798 (760) 839-4617

Application may be downloaded from the City's website: http://www.escondido.org/boards-commissions-information.aspx

- Answer all questions in black ink or by typewriter/computer. If using a computer, press the TAB key (not ENTER) to move through items.
• A separate application must be filed for each board or commission in which you are interested.

Mr. Mrs. Ms.

Name: Knecht Robert Last Name First Name

Residence [redacted] Zip: 92029

In City Limits?: Yes No In General Plan Area?: Yes No

Home Phone: [redacted] Fax: N/A

E-mail Address: Robert.Knecht@me.com

Length of time you have lived in the area: 2 years, 9 months

Employer: U.S. Marine Corps

Occupation: Reserve Combat Arms Officer

Business Address: Box 555111

Camp Pendleton, CA 92055-5111

Business Phone: (760) 725-7552

Board or Commission for which you are applying:**

Planning Commission

If you have filed additional applications for other boards or commissions, please list them in order of preference:

N/A

If you are an incumbent, how long have you served in your current position?

N/A

Have you ever been a member of any City board or Commission, or employed by the City of Escondido? Yes No

If so, in what capacity:

Are any persons now employed by the City of Escondido related to you by blood or by marriage? Yes No

If so, list name and relationship:

**HISTORIC PRESERVATION COMMISSION applicants must include a resume with application form.

Certificate of Applicant: All answers and statements in this document are true and complete to the best of my knowledge and belief.

Robert Knecht Signature

30 July 2020 Date

20 JUL 31 PM 1:29:32 ESCONDIDO CITY CLERK

Personal References: Please list references of three people who have knowledge of your character, experience, and ability. Do not give names of relatives or present employer.

Full Name	Home Address City, State Phone	Business Address City, State Phone	Business Or Occupation
Nina Deerfield	[REDACTED]	221 West 8th Ave, Escondido, CA 92025 (760) 580-0246	Vice President, Palomar College Governing Board
Georgine Tomasi	[REDACTED]	296 Whistling Straits Glenn, Escondido, CA 92026 (760) 390-0553	Member, EUSD Board of Trustees
Olga Diaz	[REDACTED]	201 North Broadway, Escondido, CA 92025 (760) 580-4406	Member, Escondido City council

Community Involvement: List present membership in any community service or civic organizations, if any.

North Chapter Veterans Democratic Club of San Diego County; Escondido Democratic Club; Escondido Young Democrats; Veterans of Foreign Wars, Memorial Post 3795; Veterans Beer Club, San Diego Chapter; Iraq and Afghanistan Veterans of America; United Nations Association - USA, San Diego Chapter; San Diego World Affairs Council; Run Women Run.

Qualifications: Please explain why you want to be a board/commission member. Then describe your skills, talents, interests, training or experiences, and how the board or commission would benefit from them. If an incumbent, why do you wish to continue serving? (You may attach additional pages, if needed)

In November 2019, following the end of my 11 years of active service with the U.S. Marine Corps, my family chose to make the Harmony Grove Village-area of Escondido our new home. We love it. As the years have gone on, we have become more and more engaged with our new city, community, and neighbors. Speaking for myself, I have served as a Plans Officer throughout my time in the Marine Corps, including in 2011 while working to increase security and infrastructure in Marjah, Afghanistan with the city's Police Chief, City Staff, and U.S. State Department. 2012 in Australian, planning then-President Obama's integration of U.S. Marines and infrastructure with the city of Darwin. Today, as a Reserve Officer, I continue as a Strategic Planner. I plan with the U.S. Department of Defense to mobilize the U.S. economy for a "World War III" scenario.

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On behalf of the City Council and staff, thank you for your interest in serving on a City of Escondido Board or Commission.

Personal References: Please list references of three people who have knowledge of your character, experience, and ability. Do not give names of relatives or present employer.

Full Name	Home Address City, State Phone	Business Address City, State Phone	Business Or Occupation
Tami De Armis		257 East 2nd Ave Escondido, Ca 92025 760-741-9796	Alternatives Pregnancy
Mike Strong		201 N. Broadway Escondido, Ca 92025	Asst. Planning Director
Jim Vanderspek		350 W 5th Ave # 300 Escondido, Ca 92025	Vanderspek Howerzyl CPAs

Community Involvement: List present membership in any community service or civic organizations, if any.

Qualifications: Please explain why you want to be a board/commission member. Then describe your skills, talents, interests, training or experiences, and how the board or commission would benefit from them. If an incumbent, why do you wish to continue serving? (You may attach additional pages, if needed)

The future of Escondido depends on citizens becoming involved to ensure Escondido continues on a path of prosperity and responsible growth. After living in Escondido for 50 years I understand the importance of balancing the public good with private rights and interest. Over the next four years several large projects will be coming before the Planning Commission. I am confident my previous experience on the Commission as well as my past experience working with clients and cities throughout Southern California in all phases of development, including land acquisition, CUP processing, permitting, and construction will allow me to make decisions that are fair and equitable to all parties involved.

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- Answer all questions in black ink or by typewriter/computer. If using a computer, press the TAB key (not ENTER) to move through items.
• A separate application must be filed for each board or commission in which you are interested.

Mr. Mrs. Ms. (Ms. is checked)

Name: Sandoval Rosa (Last Name, First Name)

Residence [Redacted] Zip: 92026

In City Limits?: Yes No In General Plan Area?: Yes No (Yes is checked for both)

Home Phone: [Redacted] Fax:

E-mail Address: rsandoval90@gmail.com

Length of time you have lived in the area: 29 years

Employer: Law Office of Rosa Sandoval

Occupation: lawyer

Business Address: 510 N Escondido Blvd, Suite 200, Escondido, CA 92025

Business Phone: (760) 522-5597

Board or Commission for which you are applying: Planning Commission

If you have filed additional applications for other boards or commissions, please list them in order of preference:

If you are an incumbent, how long have you served in your current position?

Have you ever been a member of any City board or Commission, or employed by the City of Escondido? Yes No (No is checked)

If so, in what capacity:

Are any persons now employed by the City of Escondido related to you by blood or by marriage? Yes No (No is checked)

If so, list name and relationship:

**HISTORIC PRESERVATION COMMISSION applicants must include a resume with application form.

Certificate of Applicant: All answers and statements in this document are true and complete to the best of my knowledge and belief.

Rosa Sandoval (Signature)

7-28-2020 (Date)

20 JUL 31 PM 4:00:45 ESCONDIDO_CITY_CLERK

Personal References: Please list references of three people who have knowledge of your character, experience, and ability. Do not give names of relatives or present employer.

Full Name	Home Address City, State Phone	Business Address City, State Phone	Business Or Occupation
Larry Lopez	[REDACTED]	same as home	Sales representative
Martha Moran	[REDACTED]	same as home	Solos representative
Lyle Pavuk, DPT	[REDACTED]	250 Prospect Pl, Coronado, CA 92118 Sharp Coronado (619) 522-3600	Doctor of Physical Therapy

Community Involvement: List present membership in any community service or civic organizations, if any.

None

Qualifications: Please explain why you want to be a board/commission member. Then describe your skills, talents, interests, training or experiences, and how the board or commission would benefit from them. If an incumbent, why do you wish to continue serving? (You may attach additional pages, if needed)

I am a concerned citizen who has lived in and around Escondido, CA since I was 7 months old. I was a student at some of the Escondido public schools. My perspective as a female millennial, small business owner who lives, works, shops and consumes in the city would be valuable to help the city grow and thrive. Escondido is a growing city but in our pursuit of meeting housing shortages and business needs we must balance our history as an agricultural/farming city. Escondido has always grown separate but adjacent to the city of San Diego. We are not a suburb and we must preserve that history while transforming the city to meet our housing needs. As a lawyer I have the skills to mediate between parties to balance separate goals. Escondido must grow but it must be done in a way that doesn't damage small businesses or change the character of the city.

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APPLICATION FOR APPOINTMENT CITY OF ESCONDIDO BOARD OR COMMISSION

Submit application to: City Clerk's Office 201 North Broadway Escondido, CA 92025-2798 (760) 839-4617

ESCONDIDO CITY CLERK 20 JAN 7 PM 12:06:18

Application may be downloaded from the City's website: http://www.escondido.org/boards-commissions-information.aspx

- Answer all questions in black ink or by typewriter/computer. If using a computer, press the TAB key (not ENTER) to move through items. A separate application must be filed for each board or commission in which you are interested.

Mr. Mrs. Ms.

Name: SPANN JAMES Last Name First Name

Residence [redacted] Zip: 92027

In City Limits? Yes No In General Plan Area? Yes No

Home Phone: [redacted] Fax: N/A

E-mail Address: SPANNJIMMIE@YAHOO.COM

Length of time you have lived in the area: 43 YEARS

Employer: SELF EMPLOYED

Occupation: INTERIOR DESIGN - FLOOR & WINDOW COVERINGS

Business Address: 218 E. GRAND #205

Business Phone: 760-741-4047

Board or Commission for which you are applying:**

RE-APPOINTMENT TO PLANNING COMMISSION

If you have filed additional applications for other boards or commissions, please list them in order of preference:

CURRENTLY SERVING ON HISTORIC PRESERVATION COMM.

If you are an incumbent, how long have you served in your current position?

4+ YEARS

Have you ever been a member of any City board or Commission, or employed by the City of Escondido? Yes No

If so, in what capacity: PLANNING & HISTORIC PRESERVATION COMMISSIONS

Are any persons now employed by the City of Escondido related to you by blood or by marriage? Yes No

If so, list name and relationship: CHRIS LESO - SON IN LAW

**HISTORIC PRESERVATION COMMISSION applicants must include a resume with application form.

Certificate of Applicant: All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature [Handwritten Signature]

1/7/20 Date

Personal References: Please list references of three people who have knowledge of your character, experience, and ability. Do not give names of relatives or present employer.

Full Name	Home Address City, State Phone	Business Address City, State Phone	Business Or Occupation
DAVE CRAMER	[REDACTED]	ESC - [REDACTED]	EPD
RICH BELL	[REDACTED]	ESC - 760-212-3246	FINANCIAL PLANNER
JOHN WOJNICKI	[REDACTED]	ESC - 760-480-6024	SALES

Community Involvement: List present membership in any community service or civic organizations, if any.

VOLUNTEER - DOWNTOWN EVENTS & DOWNTOWN BUSINESS ASSOCIATION
 BOARD MEMBER - HISTORIC DISTRICT (MOTHER'S DAY HOME TOUR - NEIGHBORHOOD CLEAN UP DAY)
 CRUSAID GRANT SPONSOR

Qualifications: Please explain why you want to be a board/commission member. Then describe your skills, talents, interests, training or experiences, and how the board or commission would benefit from them. If an incumbent, why do you wish to continue serving? (You may attach additional pages, if needed)

I HAVE KNOWLEDGE IN CONSTRUCTION DESIGN, AND AM FAMILIAR WITH ESCONDIDO - HAVING WORKED HERE FOR 43 YEARS. I AM CONCERNED WITH ALL THE PROJECTS BEFORE THE COMMISSION THAT THEY ARE THE BEST USE OF THE LAND WITH RESPECT TO THE SURROUNDING NEIGHBORHOODS AND AVAILABLE TRANSFORMATION. I ALSO THINK I AM AN ASSET IN MY IMPACT FROM A HISTORIC PRESERVATION STANDPOINT. I BELIEVE WE HAVE SEEN SOME VERY HIGH QUALITY PROJECTS IN THE PAST 4 YEARS, INC. HOUSES OF WORSHIP, AND I DESIRE TO CONTINUE AS A COMMISSIONER AND SEE MANY MORE.

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On behalf of the City Council and staff, thank you for your interest in serving on a City of Escondido Board or Commission.

Personal References: Please list references of three people who have knowledge of your character, experience, and ability. Do not give names of relatives or present employer.

Full Name	Home Address City, State Phone	Business Address City, State Phone	Business Or Occupation
Michael Morasco	[REDACTED]	3070 Madison St, Carlsbad, CA 92008	Physical Therapist
Vaughn North	[REDACTED]	175 S. Main St., Salt Lake City, UT 84111	Attorney/Owner
Bradford Baker	[REDACTED]	203 E 3rd Ave, Escondido, CA 92025	Business Owner

Community Involvement: List present membership in any community service or civic organizations, if any.

City of Escondido Economic Development Community Advisory Group

City of Escondido Homelessness and Housing Community Advisory Group

City of Escondido Climate and Environmental Community Advisory Group

Qualifications: Please explain why you want to be a board/commission member. Then describe your skills, talents, interests, training or experiences, and how the board or commission would benefit from them. If an incumbent, why do you wish to continue serving? (You may attach additional pages, if needed)

I feel strongly that the city of Escondido's potential for progress is driven by it's financial strength. How we effectively are able to serve the needs and interests of the community, and how we shape what our city becomes, is directly dependant on economic development. I feel civic engagement is a responsibility and a privelege, and wish to contribute in the most effective manner I can. I feel serving on the planning commission is one of the most productive ways I can contribute. My degree in Architectural Engineering from California Polytechnic University, my design experience as a licensed professional engineer, my experience buiding structures in the city of escondido, my experience as a business owner and manufacturer, participation on boards and advisory groups for the city of Escondido, and my long-time residency in the city, will all assist me greatly in being effective as a member of the planning commission.

I would be honored to dedicate my efforts to serving and bettering the city I call home.

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On behalf of the City Council and staff, thank you for your interest in serving on a City of Escondido Board or Commission.

CITY COUNCIL STAFF REPORT

Current Business Item No. 16

August 12, 2020

File No. 0700-80

SUBJECT: Public Safety Hiring, Training and Practices

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council receive and file an overview of the type of police officer sought by the Escondido Police Department, as well as the initial and ongoing training, which police officers are given to provide public safety protection to the residents of Escondido. Also reviewed will be data disclosure and outreach practices of the department, including those occurring as a result of recent legislation. The mission of the department and future plans will be reviewed and representatives from the Department will be available for City Council questions.

FISCAL ANALYSIS: None.

PREVIOUS ACTION: None.

BACKGROUND:

Chief Varso will provide an overview of Police Department:

- Officer Hiring – recruitment efforts focused on hiring within the Escondido community and details on current hiring standards
- Training Programs – training emphasis placed on: de-escalation, racial bias, cultural awareness, mental health, and LGBTQ community
- Data Disclosure – policy and procedural updates, transparency efforts, use of force reporting, and recent legislative changes
- Outreach Practices – community policing, homeless outreach efforts, neighborhood collaboration, and partnerships
- Mission Statement and Standards – values, priorities, accountability, and expectations of officers

Chief Varso will be available for discussion.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Edward Varso, Chief of Police

8/5/20 3:29 p.m.

CITY COUNCIL STAFF REPORT

Current Business Item No. 17

August 12, 2020

File No. 0810-20

SUBJECT: Consideration of Extension of Temporary Eviction Moratorium Arising Out of Impact of COVID-19 Emergency; Ratification of Emergency Director Proclamation No. 2020-02

DEPARTMENT: City Attorney's Office

RECOMMENDATION:

It is requested that the City consider the adoption of Ordinance No. 2020-22, which would restate and extend the expiration of Urgency Ordinance No. 2020-09R, first adopted April 8, 2020, enacting a temporary moratorium on residential and commercial evictions arising out of the Local Emergency related to the COVID-19 pandemic outbreak. As drafted, Ordinance 2020-22 extends the expiration of the Council's last Ordinance from July 31 to September 30, 2020.

It is further requested that the City Council adopt Resolution No. 2020-114 ratifying the Director of Emergency Services' Proclamation of Continuing Local Emergency No. 2020-02 extending the Council's Urgency Ordinance No. 2020-16 for a period a twelve (12) days to and including August 12, 2020, while the Council was not in session.

FISCAL ANALYSIS:

It is unknown at this time what, if any, fiscal impact the adoption of a local eviction moratorium will have on the City of Escondido. The City would not exempt itself from the operation of the Ordinance and, because it has existing leases which would be affected by this law, the City's receipt of such lease revenue receipts may be delayed.

Multiple extensions of the moratorium may and likely will raise certain legal issues and claims with respect to landlord rights. Given the unprecedented nature of the COVID-19 pandemic, it is difficult to accurately identify how courts and juries will react to local agency ordinances inhibiting landlords from retaking their properties for a failure to pay rent for an extended period of time.

PREVIOUS ACTIONS:

On March 16, 2020, pursuant to Chapter 7 of the Escondido Municipal Code, the City Manager, acting in his capacity as the Director of Emergency Services ("Director"), issued a Local Emergency Proclamation related to the COVID-19 pandemic.

On March 18, 2020, pursuant to Resolution No. 2020-01, the City Council ratified the Director's Proclamation and issued its own Local Emergency Proclamation. See Attachment 1.

Consideration of Extension of Temporary Eviction Moratorium Arising Out of Impact of COVID-19
Emergency
August 12, 2020
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On April 8, 2020, the City Council adopted Urgency Ordinance 2020-09R which imposed a temporary moratorium on commercial and residential evictions due to nonpayment of rent due to specified economic and health impacts arising out of the COVID-19 pandemic. The Ordinance was set to expire by its terms on May 31, 2020. See Attachment 2. (Ordinance No. 2020-09R).

On May 20, 2020, the City Council adopted Ordinance No. 2020-13 which extended the temporary eviction moratorium until June 30, 2020.

On June 24, 2020, the City Council adopted Ordinance No. 2020-16 which extended the temporary eviction moratorium until July 31, 2020. See Attachment 3 (Ordinance No. 2020-16)

On July 27, 2020, when the City Council was no longer in session, the City Manager, in his role as the Director, executed Proclamation No. 2020-02, a Proclamation of Continuing Local Emergency and Need for Limited Extension of Temporary Eviction Moratorium which extended the effects of Ordinance No. 2020-16 for a period of twelve (12) days, until and including August 12, 2020, when the City Council returned from its summer recess to allow for a renewed consideration of extending, terminating or modifying the moratorium. See Attachment 4 (Proclamation No. 2020-02).

BACKGROUND:

Status of the COVID-19 Crisis and Efforts to Combat the Effects of the Pandemic.

Prior Staff Reports dated April 8, May 20, and June 24, 2020, and the corresponding adopted Urgency Ordinances Nos. 2020-09R, 2020-13, and 2020-16, respectively, have provided detailed background on the underlying facts supporting the justification for the adoption of a temporary eviction moratorium in the City of Escondido. Proclamation No. 2020-02, executed by the Director on July 27, 2020, made additional findings related to the need for a short-term extension of Ordinance No. 2020-16 for a period of 12 days due to the City Council's summer recess. Relevant portions of those Ordinances and Proclamations are attached to this Staff Report and incorporated herein as though fully set forth.

Since the adoption of the last extension of eviction moratorium Urgency Ordinance in June, the State of California and the County of San Diego have renewed certain restrictions on the ability of businesses to re-open to the public. In addition to the stay-at-home orders prohibiting non-essential travel and movement, the corresponding business shutdowns was a significant driver in the need for the eviction moratoriums in the first instance. The sudden loss of employment created a substantial economic pressure on tenants who were unable to pay their rent and other bills and nonpayment would have allowed landlords to initiate eviction proceedings under the rental agreements and California law. The potential for mass evictions and unprecedented homeless of families would create a health and safety crisis which would be difficult to manage and reverse.

Consideration of Extension of Temporary Eviction Moratorium Arising Out of Impact of COVID-19 Emergency

August 12, 2020

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Today, certain restrictions are still in place and businesses are clearly not operating at their pre-COVID capacities. In mid-July, the momentum for the reopening of “non-essential” businesses stalled and even reversed when COVID-19 testing demonstrated an increase in positive results and hospital admissions suggested a resurgence in infection rates. The County, acting on orders from the State, took actions to close and restrict business operations and thereby again negatively impacted employment opportunities and employee income.

The County Department of Health issues regular updates to the public which include statistical information on the state of the pandemic crisis in the incorporated and unincorporated areas of the County. The reports provide, *inter alia*, positive test results counts, hospitalizations, deaths and related demographic information. The most recent reports reflect that there are still active positive testing occurring on a daily basis and deaths. There is no reasonable dispute that the potential spread of the COVID-19 virus continues to pose an extreme peril to the safety of persons and property within the City of Escondido and such conditions will continue to directly affect the safety of all persons within the City for the near future and are beyond the control of the services, personnel, equipment and facilities of the City.

Many cities and San Diego County itself (as to the unincorporated areas of the County) enacted eviction moratoriums for residential tenancies, and some included commercial tenancies as well. Some have extended the expiration dates for those moratoriums or the payback period for unpaid rent; many have allowed them to expire.

State Executive Orders and Pending Legislation.

On March 16, 2020, the Governor issued Executive Order N-28-20, which authorized local governments to halt evictions from (residential) renters impacted by the COVID-19 pandemic. On March 27, 2020, the Governor issued Executive Order N-37-20 providing an extended answer period (60 days) to residential tenants who have suffered COVID-19 related income loss and meet certain other criteria and banning the enforcement of eviction orders on such tenants. Executive Order N-37-20 expired on May 31, 2020.

The California legislature has before it bills intended to address the issue of evictions in the housing and commercial tenant markets. SB 1410, introduced earlier this year, and amended as recently as July 27, 2020, would create a COVID-19 Emergency Rental Assistance Program administered by the California Housing and Community Development Department. Under the bill, if a household demonstrates an inability to pay all or any part of the household’s rent due up to December 31, 2020, due to COVID-19, and the landlord consents to participate in the program, the tenant could pay 80% of the rent and that would satisfy all obligations of the tenant and no rent increases or eviction actions could be taken.

AB 1436, as currently amended, would provide that a “covered tenant” who failed to pay rent that accrued during or within 90 days after the termination of the COVID-19 state of emergency cannot be

Consideration of Extension of Temporary Eviction Moratorium Arising Out of Impact of COVID-19 Emergency

August 12, 2020

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deemed to be in default and would prohibit an action for recovery of unpaid rent until 15 months after the state of emergency is terminated. A “covered tenant” is one who is unable to satisfy rent accrued during the COVID pandemic. Further, this proposed legislation would require a landlord seeking to recover past due rent would need to submit under penalty of perjury a verified complaint or other document showing the amount of any payments, mortgage forbearance, mortgage forgiveness or property tax reduction obtained from lenders or government agencies to offset or replace lost rental income and a court would be required to offset such amounts from the rent payments due the landlord.

State Court Rules Addressing Evictions.

On March 27, 2020, Governor Newsome issued Executive Order N-38-20, which among things allowed the California Judicial Council for the California court system latitude to address via an emergency order or statewide rule any actions it deemed “necessary to maintain the safe and orderly operation of that court.”

As a result, in April and May, 2020, the Judicial Council and the San Diego Superior Court, issued a series of Emergency and General Orders, including Emergency Order 1, which prevents courts from issuing summons on unlawful detainer complaints or issuing defaults in such actions with few exceptions. The Court had significantly scaled back court hearings, operations and public access in an effort to ensure the health and safety of the public, court employees, attorneys, litigants and judicial officers. The Court found that unlawful detainers were particularly problematic because they were held in departments with high volume caseloads involving many litigants in a single courtroom; they required fast legal responses (five days) and access to legal advice was not readily available; and, these actions threatened to remove people from their homes in which they had been ordered to remain.

At the time of the submission of this Staff Report, the Judicial Council Emergency Order 1 was still in effect. However, an Application was filed with the Judicial Council on behalf of numerous rental housing providers, real estate and property management associations, and attorneys and law firms representing those interests, to have the Council vacate or rescind Emergency Order 1. Further, a lawsuit was filed in Kern County, *Peggy Christensen et. al. v. California Judicial Council*, Case No. BCV-20-101361, which seeks a court order to rescind the Emergency Order as being issued without sufficient constitutional authority. That case is still pending.

Litigation Related to Eviction Moratoriums.

At this time, no lawsuits have yet been filed against the City of Escondido arising out of its adoption or continuation of the temporary eviction moratorium. However, there has been litigation initiated against the State, County and City of San Diego relating to the constitutionality of their various COVID-related orders, including eviction moratorium ordinances. These actions are premised on the arguments that local agencies are interfering with the property of landlords by eliminating (1) the

Consideration of Extension of Temporary Eviction Moratorium Arising Out of Impact of COVID-19 Emergency

August 12, 2020

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ability to require tenants to comply with the terms of their rental agreements to pay rent in full on a monthly basis; and/or (2) the ability to remove those non-paying tenants from the properties so that the landlord can recover the premises and rent to paying tenants. The landlords, and the associations that represent landlords, claim that moratoriums are also an unconstitutional taking of private property for a public purpose without compensation in violation of the Fifth Amendment to the United States Constitution. As a result, the agencies are alleged to owe monetary damages for lost rents and related fees arising from forcing landlords to allow nonpaying rents to live “for free” on their private property.

Proposed Extension of Moratorium.

The City Council’s original Ordinance No. 2020-09R by its terms was set to expire on May 30, 2020. The City Council extended the ordinance on two occasions through to July 31, 2020. Due to its summer recess, the Director extended the ordinance for a period of 12 days pursuant to his authority under EMC Section 7-6. All previous ordinances were unanimously adopted as urgency ordinances pursuant to Government Code Section 36934 making them effective immediately.

The City Council is again presented with an opportunity to reassess the underlying circumstances giving rise to the urgency ordinance adoption and determine whether the current status of the pandemic and anticipated immediate future supports an extension of the Ordinance until July 31, 2020. As drafted, Ordinance No. 2020-22 extends the current expiration under the Director’s Proclamation from August 12 to September 30, 2020.

The June 24, 2020 Staff Report included a list of non-exhaustive arguments in support of and against the extension which apply equally to the City Council’s review at this time. These considerations continue to include:

Arguments Supporting Additional Extension:

- There continues to exist a state of economic difficulties and uncertainty for residential and commercial tenants arising out of the COVID-19 pandemic which is directly affecting these tenants alike. The tenants have no control over the speed and scope of State and County health orders which allow for reopening activity.
- There continues to be health concerns over infection and the potential for changing the current flattening trend to an increase in cases. The State’s reversal of orders allowing the opening of businesses has caused further difficulties and created ongoing uncertainty.
- The unrestricted ability to evict tenants for nonpayment of rent caused by COVID-19 circumstances, including those who have tested positive for the virus, will cause significant impairment to ensuring that current health orders - including stay-at-home orders - are complied with and provide the needed mitigation to the spread of the disease.

Consideration of Extension of Temporary Eviction Moratorium Arising Out of Impact of COVID-19 Emergency

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- As to commercial tenants, there is no proposed state legislation to address the COVID-19 impacts on businesses and therefore, continued unemployment will compound the economic issues associated with residential evictions.
- The potential for continued business failures will have a direct impact on the overall recovery of the local economy which in and of itself can have health and safety impacts to the residents.
- The Chief Justice of the California Supreme Court recently found that unrestricted evictions create the need for legislative action and based on that finding, halted an effort to reopen the opportunity for evictions on August 3, 2020.
- The City's Declaration of Local Emergency has not been rescinded and is still active.

Arguments Supporting Allowing for the Expiration of the Moratorium:

- Increases in unemployment payments and rent assistance opportunities in the past, and potentially on a going forward basis, should have provided a measure of relief to the loss of employment thereby reducing the strain on the inability to pay rent caused by sudden unemployment.
- A continued moratorium and delay in the tenant's obligation to pay the accrued past-due rent poses the potential for an unsustainable and unrecoverable debt for certain tenants.
- There already exists a three month payoff opportunity for the tenants that has not accrued late fees or penalties and, as the economy recovers, that period should be sufficient to minimize the impact of COVID-19.
- The state court system has had in place a freeze on evictions and foreclosure actions which renders a local ordinance unnecessary and/or duplicative.
- The moratorium has had the effect of eliminating a private property right to turn over property to paying tenants. Landlords relying on the rental income to pay their own bills claim to have been disadvantaged by not having any recourse to the loss of income.

If the City Council is interested in extending the current moratorium, staff does not recommend a lengthy extension without a further analysis of the effect of the State and County health orders on residents and businesses.

Urgency Ordinance.

Pursuant to the Government Code, the City Council may enact an urgency ordinance which takes effect immediately. Typically, ordinances may not be passed within five days of their introduction. However, pursuant to Government Code Section 36934, an urgency ordinance may be passed immediately.

Furthermore, while a typical ordinance takes effect 30 days after final passage, an urgency ordinance for the immediate preservation of the public peace, health or safety containing a declaration of the facts constituting the urgency, and passed by a four-fifths vote of the city council, takes effect immediately. See Government Code Section 36937(b).

Resolution Ratifying the Director's Proclamation.

Pursuant to EMC Section 7-6 and Government Code Section 8630, the Council must confirm or ratify the Director's July 27, 2020, Proclamation of Continuing Emergency, Proclamation No. 2020-02, issued when the City Council was not in session, finding that there existed a sufficient basis to extend the expiration of Ordinance No. 2020-16 for a period of twelve (12) days to and including August 12, 2020.

CONCLUSION:

The Escondido Municipal Code places in the City Manager the responsibilities of its Director of Emergency Services. During the Council's summer recess, the Director, acting under the authority of Chapter 7, made requisite findings to continue the existing moratorium so as to not let it expire before the Council could take the matter up again on August 12, 2020. The Council must ratify the Director's Proclamation No. 2020-02.

The City Council, pursuant to its inherent police powers under the state constitution and state law, has the authority to enact laws for the safety and protection of its residents. The Declaration of the Local Emergency, as well as the existence of numerous similar declarations at all levels of national and state governments, provides support for factual findings that the current health and financial circumstances of the COVID-19 emergency require creative and effective measures to protect the residents and businesses in this jurisdiction.

However, the City Council must balance those health and safety concerns with claims by private property owners that further extensions of eviction moratoriums may constitute unconstitutional actions and/or violations of state law, including claims related to impairment of private contracts. Those private property owners may seek damages from the City for claimed losses arising from an inability to either recover lost rent payments and related damages associated with the instant moratorium or the possession of their real property due to the inability to evict a nonpaying tenant. The likelihood of success on such claims and the potential aggregate damages made by all property owners against the City is unknown at this time.

Several local agencies, and the County of San Diego, have allowed their eviction moratorium ordinances to expire. If adopted, the City of Escondido's Ordinance will be one of the few remaining in San Diego County.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Michael R. McGuinness, City Attorney

8/5/20 3:18 p.m.

Consideration of Extension of Temporary Eviction Moratorium Arising Out of Impact of COVID-19
Emergency

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ATTACHMENTS:

1. Attachment 1 – City Council Proclamation 2020-01 (Proclamation of Local Emergency)
2. Attachment 2 – Urgency Ordinance No. 2020-09R
3. Attachment 3 – Urgency Ordinance No. 2020-16
4. Attachment 4 – Director’s Proclamation of Continuing Emergency No. 2020-02
5. Resolution No. 2020-114
6. Ordinance No. 2020-22

PROCLAMATION NO. 2020-01

A PROCLAMATION OF THE DIRECTOR OF
EMERGENCY SERVICES DECLARING A
LOCAL EMERGENCY EXISTS
THROUGHOUT THE CITY

WHEREAS, pursuant to Chapter 7 of the Escondido Municipal Code, and specifically Section 7-6(a)(1), the City Manager, in his role as the Director of Emergency Services, is authorized to issue a proclamation of the existence or threatened existence of an emergency when the City Council is not in session; and

WHEREAS, at the time of this Proclamation, the City Council has adjourned to their next scheduled session noticed for Wednesday March 18, 2020; and

WHEREAS, a novel coronavirus referred to as COVID-19, which causes infectious disease, was first detected in December 2019, and has now spread throughout the world; and

WHEREAS, the COVID-19 disease is believed to be spread through person-to-person contact between people who are in close proximity with others up to 6 feet and through respiratory droplets when a person coughs or sneezes, even when that person is asymptomatic; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC) there have been numerous deaths attributed to COVID-19 in the United States; and

WHEREAS, on January 31, 2020, the U.S. Secretary of Health and Human Services declared a public health emergency related to the COVID-19 outbreak pursuant to Section 319 of the Public Health Service Act; and

WHEREAS, on February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency arising out of the COVID-19 outbreak; and

WHEREAS, various health organizations throughout the world, including the CDC and the World Health Organization (WHO), consider the COVID-19 virus to be a very serious health threat, a “public health emergency of international concern,” and as of March 11, 2020, the WHO identified it as a pandemic; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive order N-25-20 which, in part, took various actions pursuant to the Emergency Services Act (Government Code Sections 8550, *et. seq.*) including an order to all residents “to heed any orders and guidance of state and local public health officials, including the imposition of social distancing measures, to control the spread of COVID-19;” and

WHEREAS, according to various current public health directives, guidelines, and recommendations, gatherings of more than 50 people should be cancelled or postponed and all smaller events should proceed only if a six foot separation of participants can be observed; and

WHEREAS, on March 13, 2020, Donald J. Trump, President of the United States, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak; and

WHEREAS, on March 13, 2020, the County of San Diego Office of Education announced multiple school closures effective March 16, 2020, and school districts and colleges throughout the County of San Diego initiated school closing orders for their schools for durations of approximately one month; and

WHEREAS, the COVID-19 virus has the potential to severely impact the necessary services performed by the City of Escondido, including the response times for police and fire department personnel, the holding of public meetings, as well as the regular functioning of City business should city staff and employees be infected or additional orders of quarantine be implemented; and

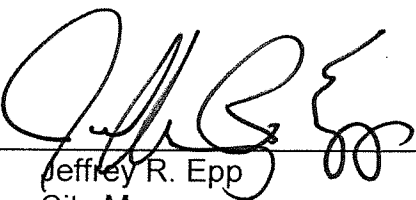
WHEREAS, the potential spread of the COVID-19 virus poses an extreme peril to the safety of persons or property within the City of Escondido and such conditions will continue to directly affect the safety of all persons within the City for the near future and are beyond the control of the services, personnel, equipment and facilities of the City.

NOW, THEREFORE, BE IT PROCLAIMED by the Director of Emergency Services of the City of Escondido, California, as follows:

1. That the above recitations are true and correct.
2. That a local emergency currently exists, and has existed since on or about March 13, 2020, in the City of Escondido due to the continued spread of the COVID-19 virus and the collateral consequences of the virus on residents, businesses, health care providers, social service agencies, and City personnel.
3. That during the existence of this local emergency, the powers, functions and duties of the Disaster Council and Director of Emergency Services established

by Chapter 7 of the Escondido Municipal Code, those of the full City Council, and those of all City employees, including police and fire department personnel, shall be those as prescribed by state law and the ordinances and resolutions of the City of Escondido, and that said emergency proclamation shall expire seven (7) days after issuance unless confirmed and ratified by the City Council of the City of Escondido.

Dated: March 16, 2020

By: 

Jeffrey R. Epp
City Manager
Director of Emergency Services
City of Escondido

ORDINANCE NO. 2020-09R

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ENACTING A TEMPORARY MORATORIUM ON EVICTIONS DUE TO NONPAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS IMPACTED BY THE NOVEL CORONAVIRUS (COVID-19)

WHEREAS, a novel coronavirus referred to as COVID-19, which causes infectious disease, was first detected in December 2019, and has now spread throughout the world; and

WHEREAS, the COVID-19 disease is believed to be spread through person-to-person contact between people who are in close proximity with others up to 6 feet and through respiratory droplets when a person coughs or sneezes, even when that person is asymptomatic; and

WHEREAS, on January 31, 2020, the U.S. Secretary of Health and Human Services declared a public health emergency related to the COVID-19 outbreak pursuant to Section 319 of the Public Health Service Act; and

WHEREAS, on February 14, 2020, the San Diego County Public Health Officer declared a local health emergency due to the threat of COVID-19; and

WHEREAS, on February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency arising out of the COVID-19 outbreak; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and

WHEREAS, various health organizations throughout the world, including the CDC and the World Health Organization (WHO), consider the COVID-19 virus to be a very serious health threat, a “public health emergency of international concern,” and as of March 11, 2020, the WHO identified it as a pandemic; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20 which, in part, took various actions pursuant to the Emergency Services Act (Government Code Sections 8550, *et. seq.*) including an order to ensure adequate facilities to address the impacts of COVID-19; and

WHEREAS, on March 13, 2020, Donald J. Trump, President of the United States, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak; and

WHEREAS, on March 13, 2020, the County of San Diego Office of Education announced multiple school closures effective March 16, 2020, and school districts and colleges throughout the County of San Diego initiated school closing orders for their schools for durations of approximately one month; and

WHEREAS, on March 16, 2020, the City Manager, acting in his capacity of Director of Emergency Services of the City, proclaimed, through Proclamation No. 2020-01, the existence of a Local Emergency related to COVID-19 within the City, and activated the Escondido Emergency Operations Center on that date; and

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order N-28-20, which delegated to local jurisdictions the authority to enact temporary moratoria on commercial and residential evictions based on impacts related to COVID-19 and

extended the time limitation set forth in Penal Code section 396, subdivision (f) concerning protections against residential eviction until May 31, 2020; and

WHEREAS, on March 17, 2020, the Health Officer of the County of San Diego issued an Amended Order and Emergency Regulations, which provided that all public or private schools, colleges and universities shall not hold classes or other activities where students gather on campus; and

WHEREAS, as of March 18, 2020 the Escondido City Council adopted Proclamation No. 2020-01, ratifying the declaration of the Director of Emergency Services and declaring the existence of an ongoing local emergency pursuant to COVID-19; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC) and public health officials in the County of San Diego there have been numerous deaths attributed to COVID-19 in the United States and throughout San Diego County and the infection cases and death toll are likely to increase over time; and

WHEREAS, as of March 29, 2020, the County of San Diego reports five hundred and nineteen (519) San Diego County resident cases which have tested positive or are presumptive positive for COVID-19, and seven (7) deaths, and the number is expected to increase; and

WHEREAS, pursuant to Health and Safety Code § 12175.5(b) and the Order of the Health Officer and Emergency Regulations ("County Order") issued by the Health Officer of the County of San Diego, all government entities in San Diego County are required to take necessary measures within the government entity's control to ensure compliance with the County Order; and

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, on March 27, 2020, Governor Newsom made substantive factual findings regarding the need for individuals to stay at home and businesses and courts to stay closed and thereupon issued Executive Order N-37-20 which effectively placed a statewide moratorium on residential evictions resulting from certain COVID-related conditions; and

WHEREAS, as a result of the public health emergency and the precautions recommended and required by health authorities to address the COVID-19 virus, many residential and commercial tenants in the City of Escondido have experienced and are expected to experience sudden and unexpected income loss which is out of their control; and

WHEREAS, the City has received written notifications required under the California Labor Code of layoffs of a substantial number of employees at local businesses caused by business loss directly related to COVID-19; and

WHEREAS, during this Local Emergency, and in the interest of protecting the public health and preventing the transmission of COVID-19, it is essential to avoid unnecessary housing and business displacement, to avoid the violation of local and

state health stay-at-home orders with moving residents and businesses caused by evictions, to protect the City's available housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, further substantial and long-term economic impacts caused by COVID-19 are anticipated, leaving both residential and commercial tenants vulnerable to eviction; and

WHEREAS, pursuant to Chapter 7 of the Escondido Municipal Code, the Director recommends that the City Council adopt the below Ordinance as a local measure in order to protect life and property of the residents and businesses of Escondido affected by the declared emergency; and

WHEREAS, as a result of the public health emergency, the closures or reduced operations of many local businesses, and the precautions recommended by health authorities, many tenants in Escondido have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, promoting stability amongst commercial tenancies is also conducive to public health and safety, thereby allowing commercial establishments to decide whether and how to remain open providing both income to employees and needed services to residents and not simply closing due to economic pressures; and

WHEREAS, current state law, including Penal Code Section 396, subsections (e) and (f), does not provide sufficient protections to residential and commercial tenants experiencing the unprecedented economic consequences of shuttered businesses, mass layoffs and the inability to find replacement work and housing caused by the COVID-19 pandemic; and

WHEREAS, the City Council has the power under Government Code Sections 36934 and 36937 to adopt an ordinance that takes effect immediately if it is an ordinance for the immediate preservation of the public peace, health or safety, contains a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the City Council; and

WHEREAS, the City finds it is necessary for the City Council to adopt this Ordinance as an Urgency Ordinance, as set forth in the above recitals, which are incorporated herein by reference, and pursuant to the powers under Government Code Sections 36934 and 36937, for the immediate preservation of the public health and safety, as affected by the emergency caused by the spread of COVID-19.

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

SECTION 1. City Council Proclamation No. 2020-01 ratifying the local emergency declaration of the Emergency Services Director and declaring the existence of an ongoing Local Emergency related to COVID-19, and California Governor Gavin Newsom's Executive Orders N-28-20 and N-37-20, are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION 2. The recitations in City Council Proclamation No. 2020-01 and Governor Newsom's Executive Orders N-28-20 and N-37-20 are true and correct.

SECTION 3. Pursuant to the authority granted to the City of Escondido under Art. XI, §7 of the California Constitution, and as prescribed by state law including, but not limited to, Executive Orders N-28-20 and N-37-20, the Escondido Municipal Code and the ongoing federal, state and Local Emergency, the City Council hereby enacts a

temporary moratorium on evictions of residential and commercial tenants (collectively “tenant”) impacted by the COVID-19 pandemic for non-payment of rent as follows:

- a. It shall be unlawful and prohibited for a landlord to evict a tenant or otherwise recover possession of a tenancy for nonpayment of rent due on or after March 16, 2020, if the tenant has provided notice to the landlord within seven (7) days after the rent is due, or within seven (7) days after the effective date of this Ordinance, whichever is later, that the tenant is unable to pay rent due to financial impacts related to COVID-19.
- b. For purposes of this Ordinance, “financial impacts related to COVID-19” is defined as follows:
 1. A substantial decrease in household or business income (including but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
 2. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (1) was caused by the COVID-19 pandemic; or by any local, county, state, or federal government response to COVID-19; and
 3. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (1) and causation by

COVID-19 described in subparagraph (2) must be documented in writing.

4. As otherwise provided for in state law, including but not limited to Executive Order N-37-20.
 - c. For purposes of this Ordinance, “notice” must be given in writing and delivered either (1) pursuant to the notice required under the terms of a lease or other rental agreement or (2) delivered personally, or by U.S. mail, email or text messaging to the landlord, the landlord’s representative or agent, and/or at the address where rent is customarily paid.
 - d. Upon receipt of the required notice from the tenant pursuant to this Ordinance, a landlord who has already commenced eviction proceedings or other efforts to recover possession of the rented or leased premises must immediately cease all such efforts.
 - e. Within fourteen (14) days of providing notice described in this Ordinance, or within such time as possible due to events outside of the tenant’s reasonable control but in no event more than twenty (21) days, the tenant shall provide the landlord documentation or other objectively verifiable information that due to financial impacts related to COVID-19, the tenant is unable to pay rent. Documentation may include, but is not limited to, paystubs, letters from employers, financial or bank statements, business records, physician’s letters, and/or other monthly bills or evidence of financial responsibilities. Any medical or financial information provided to

the landlord for purposes related to this Ordinance, shall be held in confidence and only used for evaluating the tenant's claim.

- f. If the tenant does not provide evidence of financial impacts related to COVID-19 within the time frame described in subparagraph (e), the landlord may pursue any enforcement action permissible under state law and as provided for in the underlying rental or lease agreement.
- g. On June 1, 2020, a tenant who provided the notice and documentation required in this Ordinance shall have up to three (3) months to pay the rent owed to the landlord before the landlord may recover possession due to missed rent payments covered by this Ordinance.
- h. A landlord may not charge or collect a late fee or penalty for rent covered by this Ordinance that is delayed for the reasons provided for herein.

SECTION 4. This Ordinance applies to nonpayment eviction notices and unlawful detainer actions for commercial and residential tenants based on such notices, served or filed on or after March 16, 2020, the date on which a Local Emergency was proclaimed.

SECTION 5. Nothing in this Ordinance shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover past rent due, imposed by an underlying rental or lease agreement.

SECTION 6. The City of Escondido reserves the right to enforce this Ordinance pursuant to Escondido Municipal Code section 1-13 and to pursue any other remedies legally available against individuals or entities who knowingly or intentionally violate the

provisions of this Ordinance or falsifying information to qualify for the relief granted in this Ordinance.

SECTION 7. This Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and shall be interpreted in light of that intent.

SECTION 8. Unless extended by City Council, this Ordinance shall remain in effect until close of business on May 31, 2020.

SECTION 9. The City Manager may, but is not required to, adopt rules and regulations reasonably necessary to implement this Ordinance. If the State of California issues law or guidance on implementing an eviction moratorium or defining terms contained herein, that law or guidance shall control over the City Manager's adopted rules and regulations.

SECTION 10. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 11. Pursuant to Government Code Section 36936, this Ordinance shall be effective immediately upon its adoption.

SECTION 12. The City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

URGENCY ORDINANCE PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 8th day of April 2020, by the following vote to wit:

AYES : Councilmembers: DIAZ, MARTINEZ, MORASCO, MCNAMARA

NOES : Councilmembers: NONE

VACANT : Councilmembers: DISTRICT 2

APPROVED:

DocuSigned by:
Paul McNamara
CAACE20782954D3
PAUL MCNAMARA, Mayor of the City of Escondido, California

ATTEST:

DocuSigned by:
Zack Beck
A58535D0BDC1430...
ZACK BECK, City Clerk of the City of Escondido, California

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO : ss.)
CITY OF ESCONDIDO)

I, ZACK BECK, City Clerk of the City of Escondido, hereby certify that the foregoing URGENCY ORDINANCE NO. 2020-09R was passed at a regular meeting of the City Council of the City of Escondido held on the 8th day of April, 2020 after having been read at the regular meeting of said City Council.

DocuSigned by:
Zack Beck
A58535D0BDC1430...
ZACK BACK, City Clerk of the City of Escondido, California

ORDINANCE NO. 2020-16

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, EXTENDING THE TEMPORARY MORATORIUM ON EVICTIONS DUE TO NONPAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS IMPACTED BY THE NOVEL CORONAVIRUS (COVID-19)

WHEREAS, a novel coronavirus referred to as COVID-19, which causes infectious disease, was first detected in December 2019, and has now spread throughout the world; and

WHEREAS, the COVID-19 disease is believed to be spread through person-to-person contact between people who are in close proximity with others up to six (6) feet and through respiratory droplets when a person coughs or sneezes, even when that person is asymptomatic; and

WHEREAS, on January 31, 2020, the U.S. Secretary of Health and Human Services declared a public health emergency related to the COVID-19 outbreak pursuant to Section 319 of the Public Health Service Act; and

WHEREAS, on February 14, 2020, the San Diego County Public Health Officer declared a local health emergency due to the threat of COVID-19; and

WHEREAS, on February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency arising out of the COVID-19 outbreak; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and

WHEREAS, various health organizations throughout the world, including the CDC and the World Health Organization (“WHO”), consider the COVID-19 virus to be a very serious health threat, a “public health emergency of international concern,” and as of March 11, 2020, the WHO identified it as a pandemic; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20 which, in part, took various actions pursuant to the Emergency Services Act (Government Code Sections 8550, *et. seq.*) including an order to ensure adequate facilities to address the impacts of COVID-19; and

WHEREAS, on March 13, 2020, Donald J. Trump, President of the United States, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak; and

WHEREAS, on March 13, 2020, the County of San Diego Office of Education announced multiple school closures effective March 16, 2020, and school districts and colleges throughout the County of San Diego initiated school closing orders for their schools for durations of approximately one month; and

WHEREAS, on March 16, 2020, the City Manager, acting in his capacity of Director of Emergency Services of the City, proclaimed, through Proclamation No. 2020-01, the existence of a Local Emergency related to COVID-19 within the City, and activated the Escondido Emergency Operations Center on that date; and

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order N-28-20, which delegated to local jurisdictions the authority to enact temporary moratoria on commercial and residential evictions based on impacts related to COVID-19 and

extended the time limitation set forth in Penal Code Section 396, subdivision (f) concerning protections against residential eviction until May 31, 2020; and

WHEREAS, on March 17, 2020, the Health Officer of the County of San Diego issued an Amended Order and Emergency Regulations, which provided that all public or private schools, colleges and universities shall not hold classes or other activities where students gather on campus; and

WHEREAS, as of March 18, 2020, the Escondido City Council adopted Proclamation No. 2020-01, ratifying the declaration of the Director of Emergency Services and declaring the existence of an ongoing local emergency pursuant to COVID-19; and

WHEREAS, according to the Centers for Disease Control and Prevention (“CDC”) and public health officials in the County of San Diego there have been numerous deaths attributed to COVID-19 in the United States and throughout San Diego County and the infection cases and death toll are likely to increase over time; and

WHEREAS, pursuant to Health and Safety Code Section 12175.5(b) and the Order of the Health Officer and Emergency Regulations (“County Order”) issued by the Health Officer of the County of San Diego, all government entities in San Diego County are required to take necessary measures within the government entity’s control to ensure compliance with the County Order; and

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and

medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, on March 27, 2020, Governor Newsom made substantive factual findings regarding the need for individuals to stay at home and businesses and courts to stay closed and thereupon issued Executive Order N-37-20, which effectively placed a statewide moratorium on residential evictions resulting from certain COVID-related conditions; and

WHEREAS, as a result of the public health emergency and the precautions recommended and required by health authorities to address the COVID-19 virus, many residential and commercial tenants in the City of Escondido have experienced and are expected to experience sudden and unexpected income loss which is out of their control; and

WHEREAS, the City has received written notifications required under the California Labor Code of layoffs of a substantial number of employees at local businesses caused by business loss directly related to COVID-19; and

WHEREAS, during this Local Emergency, and in the interest of protecting the public health and preventing the transmission of COVID-19, it is essential to avoid unnecessary housing and business displacement, to avoid the violation of local and state health stay-at-home orders with moving residents and businesses caused by evictions, to protect the City's available housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, further substantial and long-term economic impacts caused by COVID-19 are anticipated, leaving both residential and commercial tenants vulnerable to eviction; and

WHEREAS, pursuant to Chapter 7 of the Escondido Municipal Code, the Director recommends that the City Council adopt the below Ordinance as a local measure in order to protect life and property of the residents and businesses of Escondido affected by the declared emergency; and

WHEREAS, as a result of the public health emergency, the closures or reduced operations of many local businesses, and the precautions recommended by health authorities, many tenants in Escondido have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, promoting stability amongst commercial tenancies is also conducive to public health and safety, thereby allowing commercial establishments to decide whether and how to remain open providing both income to employees and needed services to residents and not simply closing due to economic pressures; and

WHEREAS, current state law, including Penal Code Section 396, subsections (e) and (f), does not provide sufficient protections to residential and commercial tenants experiencing the unprecedented economic consequences of shuttered businesses, mass layoffs and the inability to find replacement work and housing caused by the COVID-19 pandemic; and

WHEREAS, the City Council has the power under Government Code Sections 36934 and 36937 to adopt an ordinance that takes effect immediately if it is an ordinance for the immediate preservation of the public peace, health or safety,

contains a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the City Council; and

WHEREAS, on April 8, 2020, the City Council made requisite findings that an Urgency Ordinance was immediately required to protect the health and safety of the citizens of the City of Escondido and adopted Ordinance 2020-09R which placed a temporary eviction moratorium on the evictions of residential and commercial tenants who satisfy certain notice and documentation requirements; and

WHEREAS, on May 20, 2020, the City Council made requisite findings to extend for an additional period of thirty (30) days Ordinance No. 2020-09R by its adoption of Ordinance No. 2020-13R; and

WHEREAS, the City finds it is necessary for the City Council to further extend Urgency Ordinance No. 2020-13R an additional thirty (31) days to now expire on July 31, 2020, as the underlying economic and health circumstances supporting the original ordinance are equally true as of this date and as set forth in the above recitals, which are incorporated herein by reference, and pursuant to the powers under Government Code Sections 36934 and 36937, for the immediate preservation of the public health and safety, as affected by the emergency caused by the spread of COVID-19.

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

SECTION 1. City Council Proclamation No. 2020-01 ratifying the local emergency declaration of the Emergency Services Director and declaring the existence of an ongoing Local Emergency related to COVID-19, and California

Governor Gavin Newsom's Executive Orders N-28-20 and N-37-20, are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION 2. The recitations in City Council Proclamation No. 2020-01, Ordinance Nos. 2020-09R and 2020-13R, and Governor Newsom's Executive Orders N-28-20 and N-37-20 are true and correct.

SECTION 3. Pursuant to the authority granted to the City of Escondido under Art. XI, §7 of the California Constitution, and as prescribed by state law including, but not limited to, Executive Orders N-28-20 and N-37-20, the Escondido Municipal Code and the ongoing federal, state and Local Emergency, the City Council hereby restates and extends the temporary moratorium imposed by Ordinance No. 2020-13R on evictions of residential and commercial tenants (collectively "tenant") impacted by the COVID-19 pandemic for non-payment of rent as follows:

- a. It shall be unlawful and prohibited for a landlord to evict a tenant or otherwise recover possession of a tenancy for nonpayment of rent due on or after March 16, 2020, if the tenant has provided notice to the landlord within seven (7) days after the rent is due, or as otherwise required in Ordinance Nos. 2020-09R or this Ordinance, that the tenant is unable to pay rent due to financial impacts related to COVID-19.
- b. For purposes of this Ordinance, "financial impacts related to COVID-19" is defined as follows:
 1. A substantial decrease in household or business income (including but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work,

or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and

2. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (1) was caused by the COVID-19 pandemic; or by any local, county, state, or federal government response to COVID-19; and
 3. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (1) and causation by COVID-19 described in subparagraph (2) must be documented in writing.
 4. As otherwise provided for in state law, including but not limited to Executive Order N-37-20.
- c. For purposes of this Ordinance, “notice” must be given in writing and delivered pursuant to the notice required under the terms of a lease or other rental agreement. If no written lease or rental agreement exists, the notice must be delivered personally, or by U.S. mail, email or text messaging to the landlord, the landlord’s representative or agent, and/or at the address where rent is customarily paid.
- d. Upon receipt of the required notice from the tenant pursuant to this Ordinance, a landlord who has already commenced eviction proceedings or other efforts to recover possession of the rented or leased premises must immediately cease all such efforts.

- e. Within the times required under Ordinance No. 2020-09R, the tenant shall provide the landlord documentation or other objectively verifiable information that due to financial impacts related to COVID-19, the tenant is unable to pay rent. Documentation may include, but is not limited to, paystubs, letters from employers, financial or bank statements, business records, physician's letters, and/or other monthly bills or evidence of financial responsibilities. Any medical or financial information provided to the landlord for purposes related to this Ordinance, shall be held in confidence and only used for evaluating the tenant's claim.
- f. If the tenant does not provide evidence of financial impacts related to COVID-19 within the time frame described in subparagraph (e), the landlord may pursue any enforcement action permissible under state law and as provided for in the underlying rental or lease agreement.
- g. On August 1, 2020, a tenant who provided the notice and documentation required by Ordinance No. 2020-09R, or as provided for herein, shall have up to three (3) months to pay the rent owed to the landlord before the landlord may recover possession due to missed rent payments covered by Ordinance No. 2020-09R or this Ordinance.
- h. A landlord may not charge or collect a late fee or penalty for rent covered by Ordinance No. 2020-09R or this Ordinance that is delayed for the reasons provided for herein.

SECTION 4. This Ordinance applies to nonpayment eviction notices and unlawful detainer actions for commercial and residential tenants based on such notices,

served or filed on or after March 16, 2020, the date on which a Local Emergency was proclaimed.

SECTION 5. Nothing in this Ordinance shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover past rent due, imposed by an underlying rental or lease agreement.

SECTION 6. The City of Escondido reserves the right to enforce this Ordinance pursuant to Escondido Municipal Code Section 1-13 and to pursue any other remedies legally available against individuals or entities who knowingly or intentionally violate the provisions of this Ordinance or falsifying information to qualify for the relief granted in this Ordinance.

SECTION 7. This Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and shall be interpreted in light of that intent.

SECTION 8. Unless extended by City Council, this Ordinance shall remain in effect until close of business on July 31, 2020.

SECTION 9. The City Manager may, but is not required to, adopt rules and regulations reasonably necessary to implement this Ordinance. If the State of California issues law or guidance on implementing an eviction moratorium or defining terms contained herein, that law or guidance shall control over the City Manager's adopted rules and regulations.

SECTION 10. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct

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

SECTION 11. Pursuant to Government Code Section 36936, this Ordinance shall be effective immediately upon its adoption.

SECTION 12. The City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

PROCLAMATION NO. 2020-02

A PROCLAMATION OF THE DIRECTOR OF
EMERGENCY SERVICES DECLARING A
CONTINUED LOCAL EMERGENCY
EXISTS THROUGHOUT THE CITY AND NEED
FOR LIMITED EXTENSION OF TEMPORARY
EVICTON MORATORIUM

WHEREAS, on March 16, 2020, pursuant to Chapter 7 of the Escondido Municipal Code, and specifically Section 7-6(a)(1), the City Manager, in his role as the Director of Emergency Services ("Director"), issued a proclamation of the existence or threatened existence of local emergency in Proclamation No. 2020-01; and

WHEREAS, on March 18, 2020, the City Council of the City of Escondido ("City Council") ratified the Director's emergency proclamation in Council Proclamation No. 2020-01, and further adopted Resolution No. 2020-38 authorizing the Mayor of the City of Escondido to execute a declaration of local emergency and affirming that Council Proclamation No. 2020-01 shall remain in effect until rescinded; and

WHEREAS, pursuant to Chapter 7 of the Escondido Municipal Code, and specifically Section 7-6(a)(6)(A), the Director is authorized to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; and

WHEREAS, pursuant to Chapter 7 of the Escondido Municipal Code, and specifically Section 7-6(a)(6)(E), the Director is authorized to execute all of his ordinary power as city manager; all the special powers conferred upon him by the Escondido Municipal Code; all directions and authorizations by resolutions adopted by the City

Council of the City of Escondido; and, all powers conferred upon him by statute and other lawful authority; and

WHEREAS, pursuant to the California Emergency Services Act (“Act”), Government Code Sections 8550, *et. seq.*, the Director, as the chief executive of the City of Escondido, has been conferred emergency powers including the ability to make, amend and rescind orders and regulations necessary to carry out the provisions of the Act; and

WHEREAS, a novel coronavirus referred to as COVID-19, which causes infectious disease, has over the course of the past seven months spread throughout the world causing extraordinary levels of severe illness and death as well as unprecedented business interruption and unemployment; and

WHEREAS, the COVID-19 disease is believed to be spread through person-to-person contact between people who are in close proximity with others up to 6 feet and through respiratory droplets when a person coughs or sneezes, even when that person is asymptomatic; and

WHEREAS, on February 14, 2020, the San Diego County Public Health Officer declared a local health emergency due to the threat of COVID-19; and

WHEREAS, on February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency arising out of the COVID-19 outbreak; and

WHEREAS, starting on March 4, 2020, and continuing through the date this Proclamation is executed, California Governor Gavin Newsom has proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and

WHEREAS, Governor Newsom has issued numerous Executive Orders related to the need to protect citizens from the effects of the pandemic including stay-at-home orders, business closures and orders related to restricted social behaviors all in an attempt to control the spread of the virus orders pursuant to the Act; including an order to all residents “to heed any orders and guidance of state and local public health officials, including the imposition of social distancing measures, to control the spread of COVID-19;” and

WHEREAS, as a result of the public health emergency, and the County Health Orders, the closures or reduced operations of many local businesses, and the precautions recommended by health authorities, many tenants in Escondido have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, promoting stability amongst commercial tenancies is also conducive to public health and safety, thereby encouraging the continued viability of commercial establishments as centers of employment opportunities providing income to employees and needed services to residents and not simply closing due to economic pressures; and

WHEREAS, on April 8, 2020, the City Council made requisite findings that an Urgency Ordinance was immediately required to protect the health and safety of the citizens of the City of Escondido and adopted Ordinance 2020-09R which placed a

temporary eviction moratorium on the evictions of residential and commercial tenants who satisfy certain notice and documentation requirements; and

WHEREAS, on May 20, 2020, the City Council made requisite findings to extend for an additional period of thirty (30) days Ordinance 2020-09R by its adoption of Ordinance 2020-13R; and

WHEREAS, on June 24, 2020, the City Council made requisite findings to extend Ordinance 2020-09R for an additional period of thirty-one (31) days by its adoption of Ordinance 2020-16; and

WHEREAS, at the time of the execution of this Proclamation of Continued Emergency, the City Council is not in session and has adjourned to their next scheduled session noticed for Wednesday, August 12, 2020; and

WHEREAS, the spread of the COVID-19 virus poses an extreme peril to the safety of persons and/or property within the City of Escondido and such conditions continue to directly affect the safety of all persons within the City for the near future and there exists an immediate need to continue the temporary eviction moratorium adopted in Ordinance No. 2020-16 until the City Council is back in session to reconsider its termination, extension or modification.

NOW, THEREFORE, BE IT PROCLAIMED by the Director of Emergency Services of the City of Escondido, California, as follows:

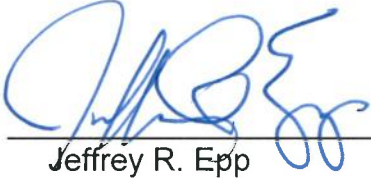
1. That the above recitations are true and correct.
2. That Council Proclamation No. 2020-01 remains in effect.
3. That the Governor's Executive Orders and County Health Orders relating to COVID-19, and the need for emergency measures to prevent the spread of the

disease, are true and correct and are incorporated herein as though set forth in full.

4. That a local emergency continues to exist, and has existed since on or about March 13, 2020, in the City of Escondido due to the continued spread of the COVID-19 virus and the collateral consequences of the virus on residents, businesses, health care providers, social service agencies, and City personnel.
5. That on April 8, May 20 and June 24, 2020, the City Council made specific findings that due to the health effects of the COVID-19 pandemic, there exists the immediate need for an eviction moratorium to prevent the serious health effects of evictions of persons from their homes and businesses and to reduce the likelihood of increased homelessness and thereby adopted Urgency Ordinance Nos. 2020-09R, 2020-13R and 2020-16 (“Temporary Eviction Moratorium Ordinances”), respectively.
6. That the City Council is not in session and is not scheduled to be in session before the expiration of Ordinance No. 2020-16 on July 31, 2020.
7. That the underlying factual findings and circumstances which the City Council found to be true and supportive of the Temporary Eviction Moratorium Ordinances in the first instance, are true, they continue to exist today and for the foreseeable future, and they pose the same public health and safety emergency conditions supporting the adoption of those Ordinances, which are incorporated herein as though set forth in full.
8. That I find and declare that, pursuant my authority under local and state law, there is an immediate need to extend and continue the enforcement of

Ordinance No. 2020-16 for a period of twelve (12) days to and including August 12, 2020, when the City Council will be asked to ratify this Proclamation and consider the adoption of further legislation to terminate, extend or modify the Ordinance, and it is hereby readopted in its entirety, except as to its expiration date of July 31, 2020, and shall be enforceable as the law of the City of Escondido.

Dated: July 27, 2020

By: 

Jeffrey R. Epp
City Manager
Director of Emergency Services
City of Escondido

RESOLUTION NO. 2020-114

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
RATIFYING THE PROCLAMATION OF THE
DIRECTOR OF EMERGENCY SERVICES
DECLARING A CONTINUED LOCAL
EMERGENCY AND LIMITED EXTENSION OF
TEMPORARY EVICTION MORATORIUM

WHEREAS, on March 16, 2020, pursuant to Chapter 7 of the Escondido Municipal Code, and specifically Section 7-6(a)(1), the City Manager, in his role as the Director of Emergency Services (“Director”), issued a proclamation of the existence or threatened existence of local emergency in Proclamation No. 2020-01; and

WHEREAS, on March 18, 2020, the City Council of the City of Escondido (“City Council”) ratified the Director’s emergency proclamation in Council Proclamation No. 2020-01, and further adopted Resolution No. 2020-38 authorizing the Mayor of the City of Escondido to execute a declaration of local emergency and affirming that Council Proclamation No. 2020-01 shall remain in effect until rescinded; and

WHEREAS, on July 27, 2020, the Director issued Proclamation No. 2020-02 which declared a continued local emergency and need for a short extension of the Temporary Eviction Moratorium until the City Council returned to session on August 12, 2020; and

WHEREAS, pursuant to Chapter 7 of the Escondido Municipal Code, and specifically Section 7-6(a)(6)(A), the Director is authorized to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; and

WHEREAS, pursuant to Chapter 7 of the Escondido Municipal Code, and specifically Section 7-6(a)(6)(E), the Director is authorized to execute all of his ordinary power as city manager; all the special powers conferred upon him by the Escondido Municipal Code; all directions and authorizations by resolutions adopted by the City Council of the City of Escondido; and, all powers conferred upon him by statute and other lawful authority; and

WHEREAS, pursuant to the California Emergency Services Act (“Act”), Government Code Sections 8550, *et. seq.*, the Director, as the chief executive of the City of Escondido, has been conferred emergency powers including the ability to make, amend and rescind orders and regulations necessary to carry out the provisions of the Act; and

WHEREAS, starting on March 4, 2020, and continuing through the date this Proclamation is executed, California Governor Gavin Newsom has proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and

WHEREAS, Governor Newsom has issued numerous Executive Orders related to the need to protect citizens from the effects of the pandemic including stay-at-home orders, business closures and orders related to restricted social behaviors all in an attempt to control the spread of the virus orders pursuant to the Act; including an order to all residents “to heed any orders and guidance of state and local public health officials, including the imposition of social distancing measures, to control the spread of COVID-19;” and

WHEREAS, as a result of the public health emergency, and the County Health Orders, the closures or reduced operations of many local businesses, and the precautions recommended by health authorities, many tenants in Escondido have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, promoting stability amongst commercial tenancies is also conducive to public health and safety, thereby encouraging the continued viability of commercial establishments as centers of employment opportunities providing income to employees and needed services to residents and not simply closing due to economic pressures; and

WHEREAS, on April 8, 2020, the City Council made requisite findings that an Urgency Ordinance was immediately required to protect the health and safety of the citizens of the City of Escondido and adopted Ordinance No.2020-09R which placed a temporary eviction moratorium on the evictions of residential and commercial tenants who satisfy certain notice and documentation requirements; and

WHEREAS, on May 20, 2020, the City Council made requisite findings to extend for an additional period of thirty (30) days Ordinance No. 2020-09R by its adoption of Ordinance No. 2020-13R; and

WHEREAS, on June 24, 2020, the City Council made requisite findings to extend Ordinance No. 2020-09R for an additional period of thirty-one (31) days by its adoption of Ordinance No. 2020-16; and

WHEREAS, at the time of the execution of this Proclamation of Continued Emergency, the City Council was not in session and has adjourned to their next scheduled session noticed for Wednesday, August 12, 2020; and

WHEREAS, the spread of the COVID-19 virus poses and continues to pose an extreme peril to the safety of persons and/or property within the City of Escondido and such conditions continue to directly affect the safety of all persons within the City for the near future and there existed at the time of the issuance of Proclamation No. 2020-02 an immediate need to continue the temporary eviction moratorium adopted in Ordinance No. 2020-16 until the City Council is back in session to reconsider its termination, extension or modification.

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

1. That the above recitations are true and correct.
2. That Council Proclamation No. 2020-01 remains in effect.
3. That the Governor's Executive Orders and County Health Orders relating to COVID-19, and the need for emergency measures to prevent the spread of the disease, are true and correct and are incorporated herein as though set forth in full.
4. That a local emergency continued to exist during the City Council's summer recess, and has existed since on or about March 13, 2020, in the City of Escondido due to the continued spread of the COVID-19 virus and the collateral consequences of the virus on residents, businesses, health care providers, social service agencies, and City personnel.
5. That this Council affirms its prior findings made on April 8, May 20 and June 24, 2020, thereby adopted Urgency Ordinance Nos. 2020-09R, 2020-13R and 2020-16 ("Temporary Eviction Moratorium Ordinances"), respectively.

6. That the City Council was not in session at the time of the expiration of Ordinance No. 2020-16 on July 31, 2020.

7. That the Director had the authority, and good and sufficient cause, to issue Proclamation No. 2020-02, and extend Ordinance No. 2020-16 for the period after July 31, 2020, and for twelve (12) days to and including August 12, 2020, as the enforceable law of the City of Escondido, and the City Council hereby ratifies this Proclamation and will consider the adoption of further legislation to terminate, extend or modify the Ordinance.

ORDINANCE NO. 2020-22

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, EXTENDING THE TEMPORARY MORATORIUM ON EVICTIONS DUE TO NONPAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS IMPACTED BY THE NOVEL CORONAVIRUS (“COVID-19”)

WHEREAS, a novel coronavirus referred to as COVID-19, which causes infectious disease, was first detected in December 2019, and has now spread throughout the world; and

WHEREAS, the COVID-19 disease is believed to be spread through person-to-person contact between people who are in close proximity with others up to six feet and through respiratory droplets when a person coughs or sneezes, even when that person is asymptomatic; and

WHEREAS, on January 31, 2020, the U.S. Secretary of Health and Human Services declared a public health emergency related to the COVID-19 outbreak pursuant to Section 319 of the Public Health Service Act; and

WHEREAS, on February 14, 2020, the San Diego County Public Health Officer declared a local health emergency due to the threat of COVID-19; and

WHEREAS, on February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency arising out of the COVID-19 outbreak; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and

WHEREAS, various health organizations throughout the world, including the CDC and the World Health Organization (“WHO”), consider the COVID-19 virus to be a very serious health threat, a “public health emergency of international concern,” and as of March 11, 2020, the WHO identified it as a pandemic; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20 which, in part, took various actions pursuant to the Emergency Services Act (Government Code Sections 8550, *et. seq.*) including an order to ensure adequate facilities to address the impacts of COVID-19; and

WHEREAS, on March 13, 2020, Donald J. Trump, President of the United States, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (“COVID-19”) Outbreak; and

WHEREAS, on March 13, 2020, the County of San Diego Office of Education announced multiple school closures effective March 16, 2020, and school districts and colleges throughout the County of San Diego initiated school closing orders for their schools for durations of approximately one month; and

WHEREAS, on March 16, 2020, the City Manager, acting in his capacity of Director of Emergency Services of the City, proclaimed, through Proclamation No. 2020-01, the existence of a Local Emergency related to COVID-19 within the City, and activated the Escondido Emergency Operations Center on that date; and

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order N-28-20, which delegated to local jurisdictions the authority to enact temporary moratoria on commercial and residential evictions based on impacts related to COVID-19 and

extended the time limitation set forth in Penal Code section 396, subdivision (f) concerning protections against residential eviction until May 31, 2020; and

WHEREAS, on March 17, 2020, the Health Officer of the County of San Diego issued an Amended Order and Emergency Regulations, which provided that all public or private schools, colleges and universities shall not hold classes or other activities where students gather on campus; and

WHEREAS, as of March 18, 2020, the Escondido City Council adopted Proclamation No. 2020-01, ratifying the declaration of the Director of Emergency Services and declaring the existence of an ongoing local emergency pursuant to COVID-19; and

WHEREAS, according to the Centers for Disease Control and Prevention (“CDC”) and public health officials in the County of San Diego there have been numerous deaths attributed to COVID-19 in the United States and throughout San Diego County and the infection cases and death toll are likely to increase over time; and

WHEREAS, pursuant to Health and Safety Code § 12175.5(b) and the Order of the Health Officer and Emergency Regulations (“County Order”) issued by the Health Officer of the County of San Diego, all government entities in San Diego County are required to take necessary measures within the government entity’s control to ensure compliance with the County Order; and

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and

medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, on March 27, 2020, Governor Newsom made substantive factual findings regarding the need for individuals to stay at home and businesses and courts to stay closed and thereupon issued Executive Order N-37-20 which effectively placed a statewide moratorium on residential evictions resulting from certain COVID-related conditions; and

WHEREAS, as a result of the public health emergency and the precautions recommended and required by health authorities to address the COVID-19 virus, many residential and commercial tenants in the City of Escondido have experienced and are expected to experience sudden and unexpected income loss which is out of their control; and

WHEREAS, the City has received written notifications required under the California Labor Code of layoffs of a substantial number of employees at local businesses caused by business loss directly related to COVID-19; and

WHEREAS, during this Local Emergency, and in the interest of protecting the public health and preventing the transmission of COVID-19, it is essential to avoid unnecessary housing and business displacement, to avoid the violation of local and state health stay-at-home orders with moving residents and businesses caused by evictions, to protect the City's available housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, further substantial and long-term economic impacts caused by COVID-19 are anticipated, leaving both residential and commercial tenants vulnerable to eviction; and

WHEREAS, as a result of the public health emergency, the closures or reduced operations of many local businesses, and the precautions recommended by health authorities, many tenants in Escondido have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, promoting stability amongst commercial tenancies is also conducive to public health and safety, thereby allowing commercial establishments to decide whether and how to remain open providing both income to employees and needed services to residents and not simply closing due to economic pressures; and

WHEREAS, the City Council has the power under Government Code Sections 36934 and 36937 to adopt an ordinance that takes effect immediately if it is an ordinance for the immediate preservation of the public peace, health or safety, contains a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the City Council; and

WHEREAS, on April 8, 2020, the City Council made requisite findings that an Urgency Ordinance was immediately required to protect the health and safety of the citizens of the City of Escondido and adopted Ordinance No. 2020-09R which placed a temporary eviction moratorium on the evictions of residential and commercial tenants who satisfy certain notice and documentation requirements; and

WHEREAS, on May 20, 2020, the City Council made requisite findings to extend for an additional period of thirty (30) days Ordinance No. 2020-09R by its adoption of Ordinance No. 2020-13R; and

WHEREAS, on June 24, 2020, the City Council made requisite findings to extend for an additional thirty-one (31) days Ordinance No. 2020-09R by its adoption of Ordinance 2020-16; and

WHEREAS, on July 27, 2020, while the City Council was in recess, the Director issued Proclamation No. 2020-02 which made requisite findings to extend the expiration of Ordinance No. 2020-16 a total of twelve (12) days to and including August 12, 2020, to allow this City Council to reconsider any further extensions; and

WHEREAS, the City finds it is necessary for the City Council to further extend Urgency Ordinance Nos. 2020-09R, 2020-13R and 2020-16, an additional sixty-one (61) days from the expiration of Ordinance No. 2020-16, to now expire on September 30, 2020, as the underlying economic and health circumstances supporting the original ordinance are equally true as of this date and as set forth in the above recitals, which are incorporated herein by reference, and pursuant to the powers under Government Code Sections 36934 and 36937, for the immediate preservation of the public health and safety, as affected by the emergency caused by the spread of COVID-19.

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

SECTION 1. City Council Proclamation No. 2020-01 and Resolution No. 2020-114 ratifying the local emergency declaration of the Emergency Services Director

and declaring the existence of an ongoing Local Emergency related to COVID-19, and California Governor Gavin Newsom's Executive Orders N-28-20 and N-37-20, are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION 2. The recitations in City Council Proclamation No. 2020-01, Ordinance Nos. 2020-09R, 2020-13R, and 2020-16 and Governor Newsom's Executive Orders N-28-20 and N-37-20 are true and correct.

SECTION 3. Pursuant to the authority granted to the City of Escondido under Art. XI, Section 7 of the California Constitution, and as prescribed by state law including, but not limited to, Executive Orders N-28-20 and N-37-20, the Escondido Municipal Code and the ongoing federal, state and Local Emergency, the City Council hereby restates and extends the temporary moratorium imposed by Ordinance Nos. 2020-09R, 2020-13R and 2020-16 on evictions of residential and commercial tenants (collectively "tenant") impacted by the COVID-19 pandemic for non-payment of rent as follows:

- a. It shall be unlawful and prohibited for a landlord to evict a tenant or otherwise recover possession of a tenancy for nonpayment of rent due on or after March 16, 2020, if the tenant has provided notice to the landlord within seven (7) days after the rent is due, or as otherwise required in Ordinance Nos. 2020-09R or this Ordinance, that the tenant is unable to pay rent due to financial impacts related to COVID-19.
- b. For purposes of this Ordinance, "financial impacts related to COVID-19" is defined as follows:
 1. A substantial decrease in household or business income (including but not limited to, a substantial decrease in household income caused

by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and

2. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (1) was caused by the COVID-19 pandemic; or by any local, county, state, or federal government response to COVID-19; and
 3. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (1) and causation by COVID-19 described in subparagraph (2) must be documented in writing.
 4. As otherwise provided for in state law including, but not limited to, Executive Order N-37-20.
- c. For purposes of this Ordinance, “notice” must be given in writing and delivered pursuant to the notice required under the terms of a lease or other rental agreement. If no written lease or rental agreement exists, the notice must be delivered personally, or by U.S. mail, email or text messaging to the landlord, the landlord’s representative or agent, and/or at the address where rent is customarily paid.
- d. Upon receipt of the required notice from the tenant pursuant to this Ordinance, a landlord who has already commenced eviction proceedings or

other efforts to recover possession of the rented or leased premises must immediately cease all such efforts.

- e. Within the times required under Ordinance No. 2020-09R, the tenant shall provide the landlord documentation or other objectively verifiable information that due to financial impacts related to COVID-19, the tenant is unable to pay rent. Documentation may include, but is not limited to, paystubs, letters from employers, financial or bank statements, business records, physician's letters, and/or other monthly bills or evidence of financial responsibilities. Any medical or financial information provided to the landlord for purposes related to this Ordinance, shall be held in confidence and only used for evaluating the tenant's claim.
- f. If the tenant does not provide evidence of financial impacts related to COVID-19 within the time frame described in subparagraph (e), the landlord may pursue any enforcement action permissible under state law and as provided for in the underlying rental or lease agreement.
- g. On September 30, 2020, a tenant who provided the notice and documentation required by Ordinance No. 2020-09R, or as provided for herein, shall have up to three (3) months to pay the rent owed to the landlord before the landlord may recover possession due to missed rent payments covered by Ordinance No. 2020-09R or this Ordinance.
- h. A landlord may not charge or collect a late fee or penalty for rent covered by Ordinance No. 2020-09R or this Ordinance that is delayed for the reasons provided for herein.

SECTION 4. This Ordinance applies to nonpayment eviction notices and unlawful detainer actions for commercial and residential tenants based on such notices, served or filed on or after March 16, 2020, the date on which a Local Emergency was proclaimed.

SECTION 5. Nothing in this Ordinance shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover past rent due, imposed by an underlying rental or lease agreement.

SECTION 6. The City of Escondido reserves the right to enforce this Ordinance pursuant to Escondido Municipal Code section 1-13 and to pursue any other remedies legally available against individuals or entities who knowingly or intentionally violate the provisions of this Ordinance or falsifying information to qualify for the relief granted in this Ordinance.

SECTION 7. This Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and shall be interpreted in light of that intent.

SECTION 8. Unless extended by City Council, this Ordinance shall remain in effect until close of business (5:00 p.m. PST) on September 30, 2020.

SECTION 9. The City Manager may, but is not required to, adopt rules and regulations reasonably necessary to implement this Ordinance. If the State of California issues law or guidance on implementing an eviction moratorium or defining terms contained herein, that law or guidance shall control over the City Manager's adopted rules and regulations.

SECTION 10. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 11. Pursuant to Government Code Section 36936, this Ordinance shall be effective immediately upon its adoption.

SECTION 12. The City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

CITY COUNCIL STAFF REPORT

Current Business Item No. 18

August 12, 2020

File No. 0680-10

SUBJECT: Consideration of Ordinance Reducing Campaign Contribution Limits for Mayor and Councilmembers and Related Campaign Control Amendments

DEPARTMENT: City Attorney

RECOMMENDATION:

It is requested that the City Council discuss, consider and take public input on potential amendments to the Escondido Municipal Election Campaign Control Ordinance to lower the maximum personal contributions from \$4,300 for city council candidates and mayoral candidates. It is further requested that the City Council discuss, consider, and take public input 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.

This current matter has been continued twice from the December 18, 2019, and March 4, 2020, City Council agendas to allow for a full council review and consideration of issues by councilmembers.

BACKGROUND:

In October 2019, Mayor McNamara asked that the issue of local campaign contribution limits be placed on the future agenda for review and discussion and further recommended proposed limits for consideration. Subsequently, Councilmember Olga Diaz asked to supplement the agenda item to further consider a limitation on the acceptance of campaign contributions from persons having business before the City Council and for a period of time after a vote. Thereafter, Deputy Mayor Martinez asked that additional items related to campaign finance be addressed.

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, the State of 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 a 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 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. As a result, a city enacting controls over the amounts, timing and source of campaign contributions must be mindful of the exacting review of such constraints on candidates for office and their supporters.

Recently, the United States Supreme Court took up the issue of campaign contribution limits in *Thompson v. Hebdon*, 140 S.Ct. 348 (November 25, 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." *Hebdon* at 351. While not providing clear direction as to 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, and consistent with the *Hebdon* "danger sign" No. 2 identified above. Currently, several cities in the county have no campaign contribution limits (Carlsbad, El Cajon,

Imperial Beach, and Oceanside). Assembly Bill 571 will apply to those jurisdictions unless they establish their own local limits.

Other cities in the County have enacted individual contribution limits for all elected offices that range from \$100 (Poway) to \$1,090 (Lemon Grove) for City Council races. The County of San Diego has a contribution limit of \$850 per individual for County Supervisor seat races. Some limits are indexed for inflation, others are not.

As can be seen from Attachment 1, the City of Escondido's campaign contribution limit is the highest for cities *who have adopted some local 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 examining cities of generally comparable size in the County of San Diego (population of 100,000-500,000) which have adopted a local ordinance, Escondido's limit is materially higher. On the other hand, assuming the cities with no local controls will be set at the state limit of \$4,700 in January 2021, Escondido's limit would be lower than three of the six cities in that category. The Cities of Oceanside, Carlsbad and El Cajon would be set at the state level and only the Cities of Chula Vista and Vista would have lower amounts than Escondido.

The average campaign contribution limit in cities with populations between 50,000 and 100,000 is \$460. Those cities include San Marcos, Encinitas, National City, La Mesa, Santee and Poway. In April 2020, National City adopted a campaign contribution limit ordinance to place a local limit and in doing so, went from no limit to \$1,000 (CPI adjusted). Cities with a population lower than 50,000, including Imperial Beach, Lemon Grove, Coronado and Solana Beach, have an average campaign contribution limit of \$1,500. The City of San Diego has nine council districts with roughly 150,000 people in each district. The City's campaign contribution limit is \$600 for councilmember districts and \$1,150 for the two city-at-large elections for mayor and city attorney in a city with a total population of approximately 1.4 million.

In light of potential First Amendment issues, and in furtherance of the city's desire to eliminate the potential of "improper influence, real or potential," it is always helpful for a city to periodically examine the economics and fairness of its current campaign financing ordinance. The first version of the Staff Report for the December 2019 meeting suggested that the personal campaign contribution limit of \$4,300 be reduced to \$250 for councilmember races and from \$4,300 to \$800 for citywide mayoral races. Those reductions would likely survive a legal challenge. Staff at this time does not have a recommended contribution limit amount or whether any such limits should be differentiated between district and city-wide elections. Indeed, the final number(s) may be tied to considerations arising out of the other proposed campaign finance issues discussed below.

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 practicalities and economics of raising and spending money for elective office in this City and must use that experience in identifying a limit that is consistent with the First Amendment and the stated purpose of the City's own Campaign Control Ordinance.

Limitation on Contributions from Political Action Committees.

Deputy Mayor Martinez inquired whether a local campaign control ordinance may limit or prohibit Political Action Committee ("PAC") contributions. A PAC is an organization that pools campaign contributions from its members and disburses those funds for candidates or ballot measures. PACs are a lawful and constitutional mechanism to accumulate money and then direct that financial support to achieve a particular election result, including influencing voters to vote one way or another for a matter or person.

A local campaign control ordinance may prohibit or limit contributions from entities other than individuals and political party committees, including PACs. As true with all such limitation decisions, the council must be mindful that any contribution limitations should be premised on findings that allowance of such organizational funding is inconsistent with the purpose of the City's Campaign Control Ordinance and further, that such restrictions do not unfairly burden, or allow for an advantage to, any candidate in relationship to his or her opponents.

Timing of Implementation.

It is anticipated that, should the City Council adopt a campaign control ordinance amending the contribution limits or take like or related actions, the law would take effect beginning at the next election cycle or January 1, 2021. This would be consistent with the effective date of AB 571 and fundamental fairness for candidates in current races for the general municipal election to be held November 3, 2020. As this council knows, three district seats will be on the ballot and candidates are already in campaign mode raising funds. Changing the law in the middle of the election cycle (before November 3) carries with it the risk that confusion may exist as to when the ordinance is actually effective and enforceable. A definitive date in the ordinance should eliminate any such confusion and have all candidates on an even playing field for future elections.

Disposition of Existing (Surplus) Campaign Funds.

An additional issue has been raised as to what impact a new limitation would have on existing campaign accounts. The suggestion has been made that campaign contribution funds lawfully received in the past should be disgorged or returned to allow for a level playing field going forward among all candidates, challengers and incumbents alike.

Neither federal nor state law directly address the issue of a local ordinance forcing such a disgorgement. While the council has discretion in the timing of the effectiveness of any ordinance limiting funding, a law requiring the involuntary disgorgement of lawfully received campaign

contributions raises several constitutional and other legal concerns. First, an argument could be made that state law already controls the issue of the use of surplus campaign funds held in a candidate's election campaign account and therefore, a local ordinance directing a particular disbursement is preempted. Generally, preemption occurs when a city enacts a local law that duplicates, contradicts or enters a field which has been fully occupied by state law, whether expressly or by legislative implication. Here, the Government Code includes a comprehensive set of laws which regulate the campaign accounts and funds. For example, Government Code § 89519(b) provides that surplus funds may only be used in six (6) specific ways (e.g. payment of debt, repayment of contributions, donations to bona fide charitable organizations, contributions to political party committees, etc.). A local ordinance requiring uses at variance with state law would be preempted. Moreover, an attempt to require a particular result (e.g. return to contributor) would likely be preempted as state law allows the recipient of the contribution to determine the outcome of the use of the surplus funds as long as they are consistent with the law.

Second, even if not preempted, the effect of requiring a candidate to return contributions of properly contributed and acquired monies implicates (at least) the First Amendment rights of persons who had made the contributions in the first instance. The council would need to make legislative findings that there was a sufficiently important interest and the de-funding of existing accounts is "closely drawn" to achieve that interest. See, *Buckley v. Valeo*, 424 U.S. 1, 25-26 (1976) (campaign limits may be constitutional if the government demonstrates a sufficiently important interest and the employed means are closely drawn to avoid infringement of the candidate's and contributor's rights.) As noted above, the courts have looked very carefully at government attempts to interfere with a contributor's and candidate's efforts to participate in a campaign for elective office.

Third, an involuntary disgorgement of an existing campaign account containing properly received contributions in a particular manner may constitute an unconstitutional due process violation under state and federal law. The California Constitution provides that a "person may not be deprived of life, liberty, or property without due process of law..." (Cal. Const. Art. I, § 6.) The Fourteenth Amendment to the United States Constitution similarly provides that, "[n]o State shall make or enforce any law which shall abridge the privileges and immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property without due process of law..." The law is clear that the reference to the prohibitions on State actions in the United States Constitution applies to local public entity actions (laws). Should a candidate holding funds in an existing account prior to the effectiveness of such a law be involuntarily forced return those properly received funds, such a law would have all the hallmarks of a due process violation.

Finally, there may be fundamental fairness issues with such a proposal. For example, a candidate may have made certain strategic decisions regarding expenditures in a race assuming future campaign activity based on existing law. Further, a candidate's campaign may contend that it incurred costs in raising those campaign account funds now subject to return and there would be no means of recouping those costs under a disgorgement scheme. Under either of these scenarios, a

change in the campaign contribution law may unfairly affect a candidate who had been operating lawfully under the current ordinance.

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.

One issue to consider is whether the implementation of voting restrictions similar to those in the City of San Marcos could affect the City’s ability to achieve a quorum to conduct business. That is, to the extent past contributions force councilmembers to recuse themselves from voting, circumstances could arise where a quorum of three councilmembers may not be achievable and conducting city business could be hampered. Equally true, to the extent that the use of campaign contributions could be “weaponized” as a means of strategically eliminating a council member’s opposition to a project, the council may wish to consider whether that would ever be a realistic possibility. There also exists the prospect that opponents of council decisions may wish to use such an ordinance to prompt questionable litigation over issues such as whether the council member had a sufficient material or financial interest in the vote or decision thereby violating the ordinance. Clearly, if such a rule was implemented, councilmembers would need to be hyper-vigilant as they review the council agendas to ensure that there are no upcoming matters requiring their recusal.

Other than the need to consider the potential for impacts to voting on city business, 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 state law. The council members are most knowledgeable about the difficulties and practicalities involved in raising money for a local election both as an incumbent and as a challenger in this jurisdiction. The benchmark for setting any local limits should be that it neither advantages nor disadvantages any candidate, is consistent with First Amendment and state constitutional principles, will be an amount that is fair to all who seek to achieve an elective office and to contributors who wish to voice their First Amendment right to support local candidates. Moreover, any limits should be focused on achieving the goals in the City’s Campaign Control ordinance.

Although only used in one city in the County, the City of San Diego, the 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. The appropriate amounts and ratios are best left to the sound discretion of the City Council provided the above constitutional principles of campaign fairness are observed.

Review and Consideration of Campaign Contribution Limits
August 12, 2020
Page 10

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

8/5/20 3:18 p.m.

ATTACHMENTS:

1. Attachment 1 (Survey of Local Agency Campaign Contribution Limits)

Attachment 1

Survey of Local Agency Campaign Contribution Limits

City	Contribution Limits	
CARLSBAD		N/A
CHULA VISTA	Individual Committee/Party	\$350* \$1,190*
CORONADO	Individual City Contractors Political Party	\$200 \$0 \$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		\$1,090*
NATIONAL CITY	Individual Political Party	\$1,000 \$2,000
OCEANSIDE		N/A
POWAY		\$100
SAN DIEGO	City Council Mayor/City Attorney Committee	\$600* \$1,150* \$11,400/ \$22,750
SAN MARCOS	Individual Committee/Party	\$250 \$500
SANTEE		\$700*
SOLANA BEACH	Individual Aggregate	\$180* \$5,000*
VISTA		\$480*

* indexed for inflation, may be higher



FUTURE CITY COUNCIL AGENDA ITEMS

Updated August 6, 2020

*AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE.
CHECK WITH THE CITY CLERK'S OFFICE AT (760) 839-4617*

<p>August 19, 2020 6:00 p.m.</p>
<p>CONSENT CALENDAR</p>
<p>Disposition of Real Property Known as Lot Number 177 in the Mountain Shadows Mobile Home Park, At 1751 West Citracado Parkway (J. Procopio)</p> <p><i>An offer for a City owned lot, space number 177, located within the Mountain Shadows Mobile Home Park, has been received from the longtime resident and owner of the coach on this lot. The offer has been determined to represent fair market value and the parties now desire to move forward with the transaction</i></p>
<p>CalPERS Industrial Disability Retirement Application for Fire Captain Scott Barratt (J. Perpetua)</p> <p><i>Approval of CalPERS Industrial Disability Retirement for Fire Captain Scott Barratt.</i></p>
<p>Active Transportation Program Grant Application – Citrus Ave. (J. Procopio)</p> <p><i>Council authorization to apply for an ATP grant is requested. ATP encourages increased use of active modes of transportation by providing greater accessibility to bicycle and pedestrian routes, increasing the safety of non-motorized users, and reducing greenhouse gas emissions. City Council is being asked to approve submission of an application to CTC for up to \$7million in Safe Routes to School funding for Hidden Valley Middle School, installing pedestrian and bicycle safety improvements on Citrus Ave between Bear Valley Parkway and Glenridge Road, including new sidewalk.</i></p>
<p>Executive Recruitment For City Manager (J.Epp)</p> <p><i>It is requested that the City Council adopt Resolution No. 2020-118, authorizing the Mayor and City Clerk to execute a Consulting Agreement for services to conduct an Executive Recruitment for City Manager with Teri Black and Company for a not-to-exceed amount of \$27,000</i></p>
<p>PUBLIC HEARINGS</p>
<p>CURRENT BUSINESS</p>
<p>Appointment of Council Subcommittee to review and address Boards, Commissions, Advisory Committees and other avenues of citizen participation in local government (J. Epp)</p> <p><i>On June 24, 2020, Deputy Mayor Consuelo Martinez requested that an item be placed on the Future Agenda to review Boards and Commissions in the City of Escondido.</i></p>
<p>Urgency Ordinance Extension for the Covid-19 Emergency Business Recovery Strategy</p>

(M. Strong)
<i>The City Council adopted an Urgency Ordinance on May 20, 2020. This action would be to extend the ordinance and provide small tweaks and amendments to the business recovery strategy to better support businesses during the pandemic. The extension of the Urgency Ordinance, if approved, would be effective immediately.</i>
FUTURE AGENDA ITEMS

August 26, 2020 6:00 p.m.
CONSENT CALENDAR
PUBLIC HEARINGS
CURRENT BUSINESS
Mountain View Park Development Update (J. Axelrod)
<i>With competing interests in the development of Mountain View Park, staff will be seeking the City Council's direction on the implementation of future improvements. Staff will review the existing Master Plan, the current geography and physical spaces of the park, and recent development interest from private and non-profit groups, providing a range of possibilities for future use and development.</i>
FUTURE AGENDA ITEMS

September 2, 2020 6:00 p.m.
CONSENT CALENDAR
PUBLIC HEARINGS
CURRENT BUSINESS
FUTURE AGENDA ITEMS

Weekly Activity Report



August 6, 2020

COVID-19 UPDATES



Updated Building, Planning and Engineering Counter Hours

Despite the economic impacts of COVID-related closures in many industries, construction is booming in Escondido! As a result, Engineering, Planning, and Building staff are experiencing significant increases in the volume of applications for building, solar, grading, and encroachment permits. Additionally, the City is in the process of rolling out a new software system that will increase efficiency and provide a streamlined experience for our customers, but there are a few kinks that still need to be worked out. In order to provide uninterrupted time to process applications, the Engineering, Planning, and Building front counters at City Hall will be open from 8:00 a.m. to 3:00 p.m. starting Monday, August 10, 2020 until further notice.



New “Jumpstart Your Business” Program

The City along with the four Innovate78 Corridor cities (San Marcos, Vista, Carlsbad, and Oceanside) and the San Diego North Economic Development Council, partnered with the San Diego and Imperial Small Business Development Center (SBDC) to launch the “[Jumpstart Small Business - Start Your Business in a Day](#)” Program. The program launches August 12 and will assist entrepreneurs get their business idea off of the ground and support existing small business owners to expand. To start, this program will have content in English and Spanish as a pre-recorded training and those interested will be able to access the content [here](#). For the next phase, the SBDC will offer live training sessions, the dates and times will be posted on the website as they become available.

Housing and Community Investment Study

Last Thursday, the City held its first public outreach meeting to gather input for the Housing and Community Investment Study, a program that aims to identify and address our City’s housing needs. Check out the meeting coverage in the [The Coast News](#) article:

<http://ow.ly/5Xcr50AMSize>

We need your feedback! Review the meeting presentation and submit your ideas and comments: <https://www.escondido.org/hcis.aspx>

New Plant Identification Signs at Daley Ranch

The native plants of Daley Ranch now have trail marking signs that identify their species. The new signs are spread between two separate trails within Daley Ranch. The main one being “Ranch House Road” and the other being “Creek Crossing”. They spread out over two miles of trail and highlight the key plants within the respective areas. These signs give the scientific name and common name while also offering an image so that the viewer can match the plants to the signs. Pick up a Native Plants trail map at the ranger station during your next visit.



SDG&E’s Midway Pipeline Replacement Project Update

A lot of progress has been made on the pipeline safety project over the summer. SDG&E crews have been able to complete the installation of more than two miles of new pipe along with installing advanced safety features, bringing the project to 75% complete.



Since February, construction work has moved from Midway Drive and Lincoln Avenue down Midway and moved onto Bear Valley Parkway, as SDG&E crews installed a new 16-inch natural gas pipe in the street.

Traffic control is now in place along Bear Valley Parkway between Birch Avenue and San Pasqual Valley Road while crews focus on installing pipe on this segment of the project. Construction activities include trenching, installation of pipe and new safety features including fiber optic cable and backfilling the trench before paving.

COVID-19 Updates:

You can get up to date information about the City’s response to COVID-19 at: www.escondido.org/covid-19.aspx

POLICE DEPARTMENT UPDATES:

Shooting Leaves One Victim Wounded

On July 26, officers were dispatched to the area of Escondido Blvd and 15th Ave regarding shooting that had just occurred. Upon arrival, officers located one victim who had been shot in the upper back. Paramedics transported the adult male victim to Palomar Medical Center where he was treated for non-life-threatening injuries. The suspect has not been located. This shooting is being investigated as a gang motivated crime.

Carjacking Vehicle Located

On July 29, a male victim stopped in front of Al's Short Stop market on Del Dios Rd. As he exited his vehicle, he was confronted by 2 male suspects and 1 female suspect. One of the male suspects pushed the victim to the ground and all 3 suspects fled in his vehicle. The suspects were not known to the victim. Officers located the vehicle the following day in the area of Industrial Ave and Hale St. The suspects are still outstanding.

Suspect Arrested After 2 Separate Traffic Pursuits

On July 30, officers responded to the Motel 6 in an attempt to locate a suspect from a domestic violence incident that occurred in San Diego. The male suspect fled from officers in a vehicle. The officers stopped chasing the suspect when he began running red lights at a high rate of speed due to it being too dangerous for the public. Later that morning, San Diego Sheriff's deputies became involved in a traffic pursuit leaving Ramona coming back toward Escondido with the same suspect. They cancelled the pursuit because the suspect was driving too dangerously. The suspect was eventually located by Escondido officers in the area of Citrus Ave and Valley Pkwy. He was taken into custody after violently resisting arrest. 3 officers sustained minor injuries. The suspect also sustained minor injuries and was booked into jail on multiple felony charges.

COMMUNITY TOOLS:

- www.arjjs.org - For crime data/mapping, Meghan's Law info, etc.
- www.myneighborhoodupdate.net – Search for Escondido, CA to see radio call information.

Events:

Five Officers Receive DUI Awards

On July 29, Mothers Against Drunk Driving (MADD) conducted their annual Law Enforcement Recognition Awards ceremony in a virtual setting across California. Five Escondido police officers were recognized for their efforts in combating DUIs through enforcement. Officer Pete McCollough was recognized for making 115 DUI arrests for the year. Officer McCollough has filled a California Office of Traffic Safety grant position focused on DUI enforcement. The other

The graphic features a dark grey header with the text "Join us!" in white cursive. To the right is the MADD logo with the tagline "NO MORE VICTIMS". Below this, the text "2020 MADD CALIFORNIA LAW ENFORCEMENT RECOGNITION VIRTUAL AWARDS" is displayed in a light grey font. A dark grey footer contains the text: "MADD celebrates its 40th year with the MADD LAW ENFORCEMENT RECOGNITION AWARDS conducted virtually across California. MADD asks you to join these meaningful virtual events and to take a stand with MADD to be". To the right of the footer, a quote reads: "During these uncertain times, MADD California continues to provide underage drinking programs and services to victims and families of drunk and drugged driving at no cost."

four officers recognized were: PJ Larsen (32 DUI Arrests), Wayne Pugh (28), Rebecca Naranjo (26), and Jacob Glennie (25). Congratulations and thank you for helping to keep our community safe.

Tip of the Week:

DUIs still account for a large percentage of preventable deaths. With all of the ride share options, there's no excuse for getting behind the wheel after drinking. Please don't drink and drive!

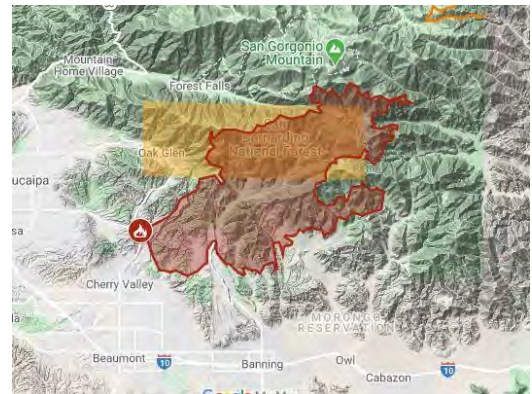
FIRE DEPARTMENT UPDATES:

On Monday, July 27, the Fire Department responded to a residential structure fire in the 2500 block of White Oak Place. The first arriving officer reported light smoke from the backside of a townhouse. The fire was located in an exterior wall that had been under renovation earlier that day. Firefighters quickly contained the fire and rescued a small dog that was inside of the home.



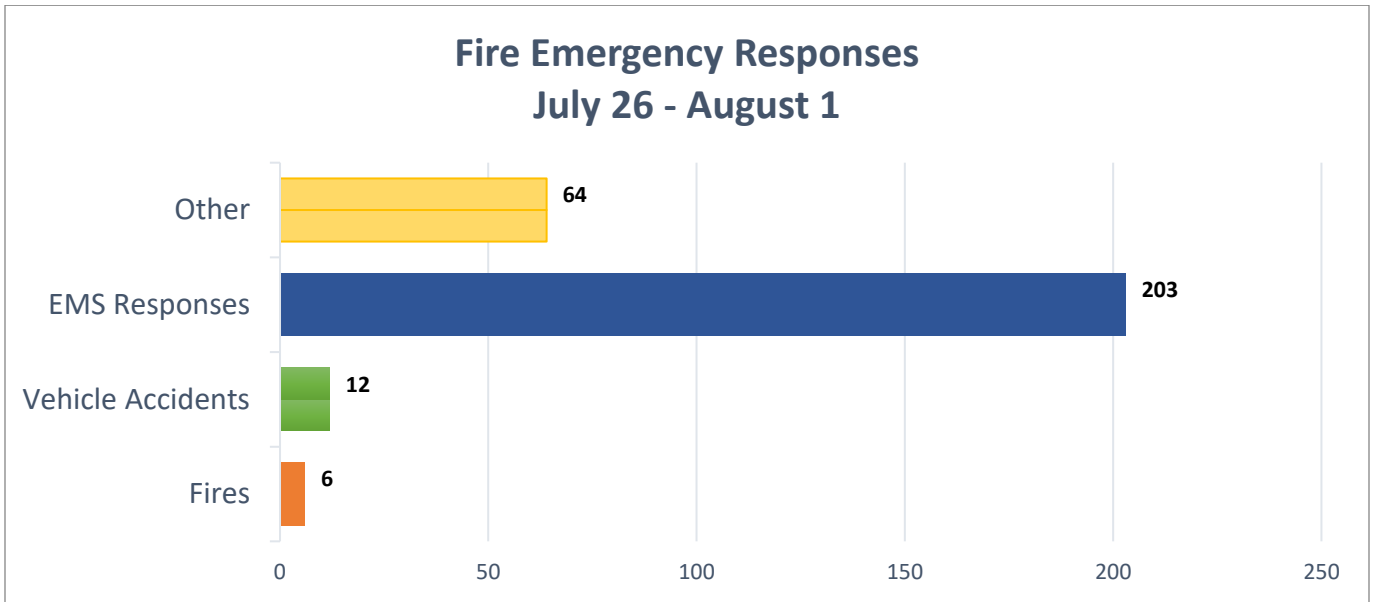
On Wednesday, July 29, Mayor Paul McNamara rode along with Battalion Chief Jeff Sargis for several hours experiencing a typical morning that included several medical related calls and a vehicle into a building accident. The following day, Deputy Mayor Consuelo Martinez rode along with Battalion Chief Britt Matthews. In addition to experiencing several emergency response calls, Deputy Mayor Martinez' also observed the multi-agency wildfire simulation/drill that took place at Fire Station #1.

On Friday, July 31, the crew from Station #6 (Del Dios Road) deployed on Escondido Fire's OES brush engine as part of a strike team of five brush engines to the Apple Fire in Riverside County. The fire, as of August 5, has burned nearly 27,000 acres north of Cherry Valley in the San Bernardino National Forest. Captain Teague, Engineer Jenkins, and Firefighter Paramedics Keene and Tlapala will likely be assigned to the fire for several more days.



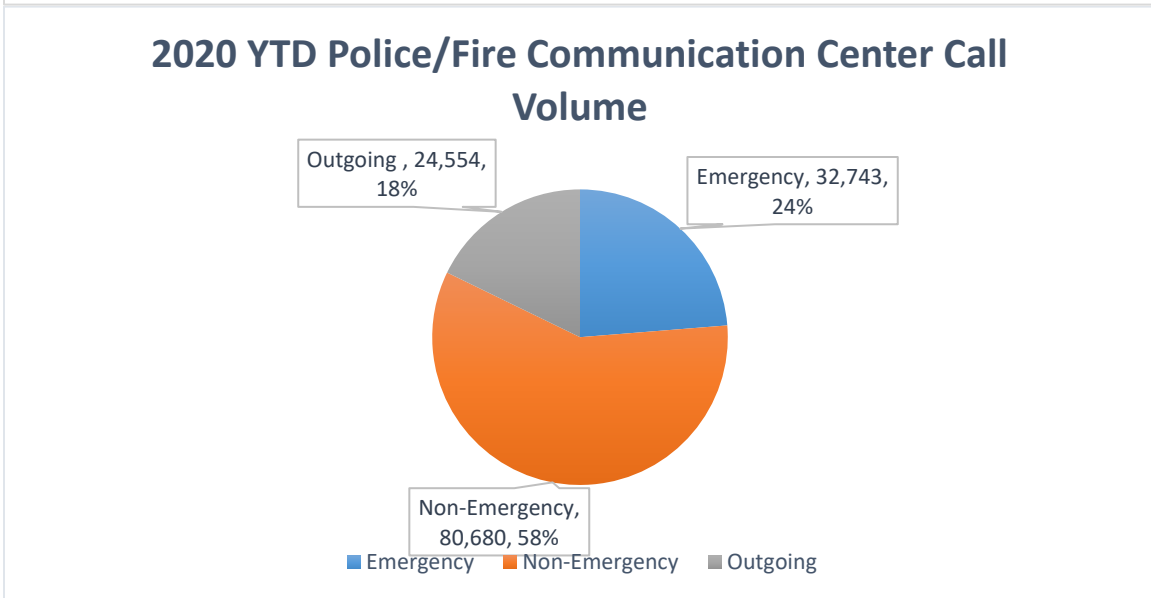
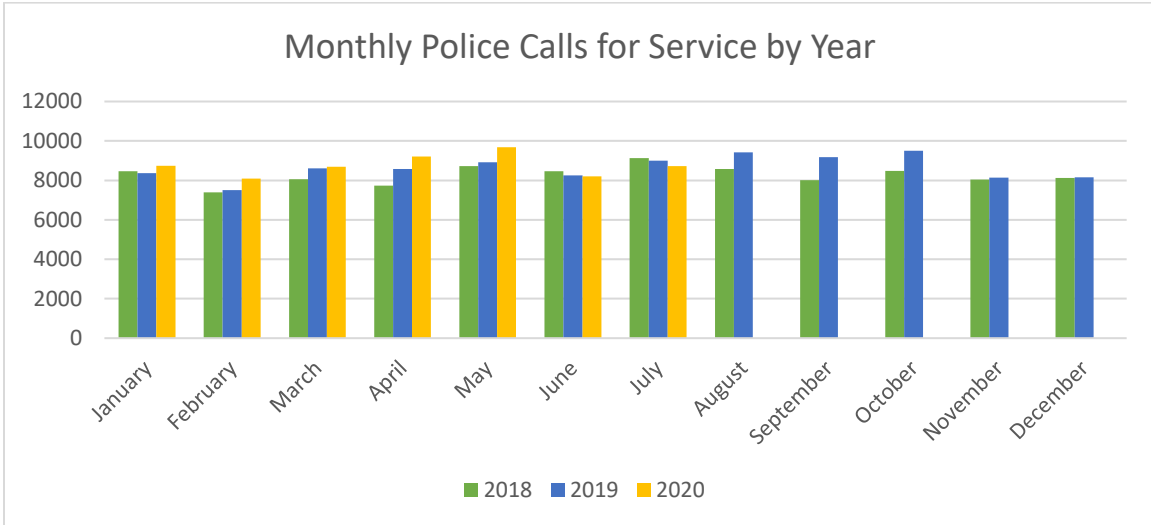
BY THE NUMBERS

Fire:

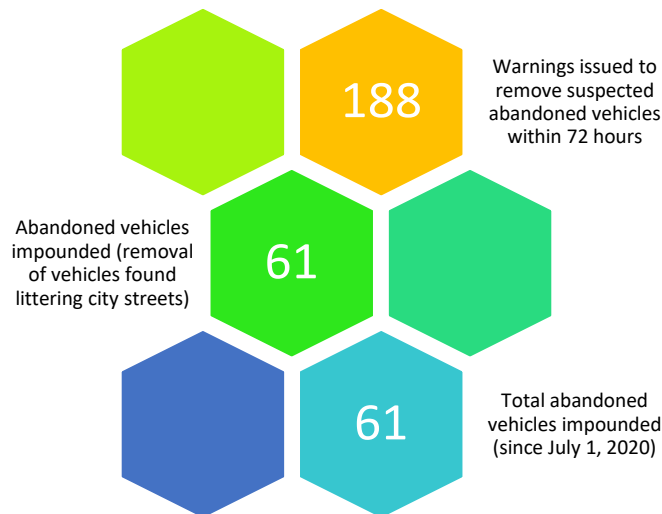


Total Emergency Responses (Year To Date)	8,581
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Police:

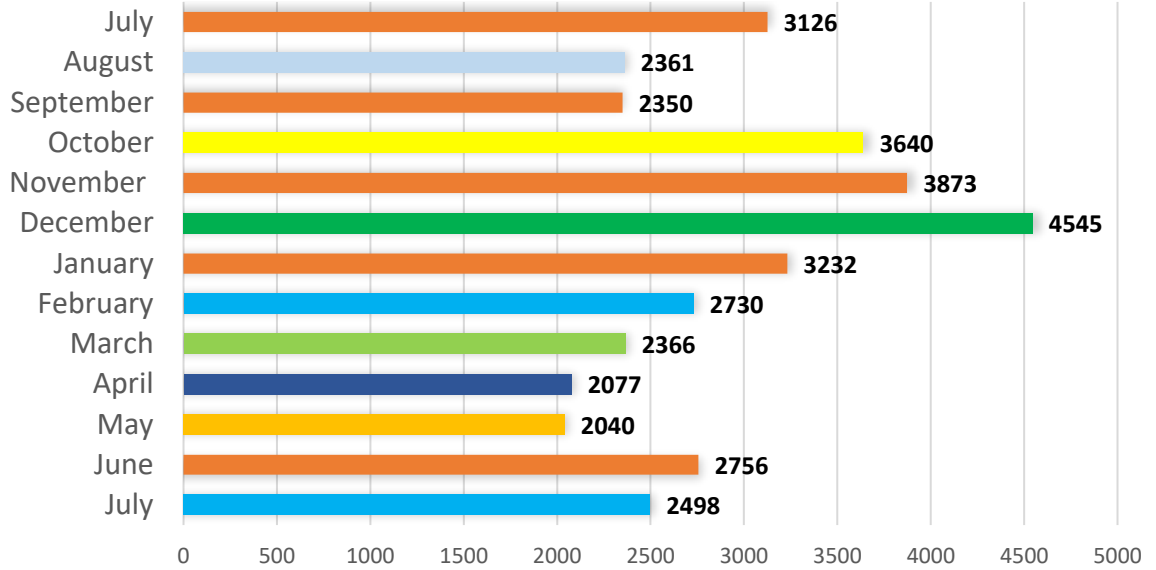


July Abandoned Vehicle Data

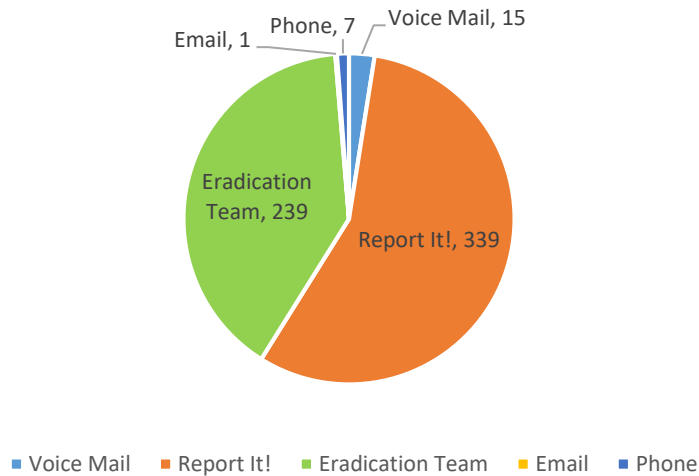


Public Works:

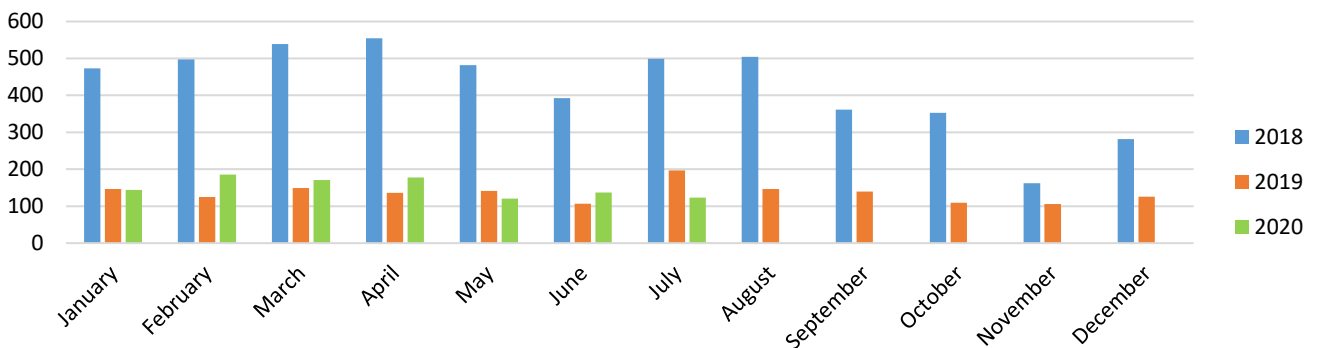
**Number of Graffiti Tags Removed
2019 - 2020**



How Graffiti Was Reported - July 2020



NUMBER OF SHOPPING CARTS REMOVED



Code Enforcement:

211 Total Active Cases

51 New Cases

58 Cases Closed

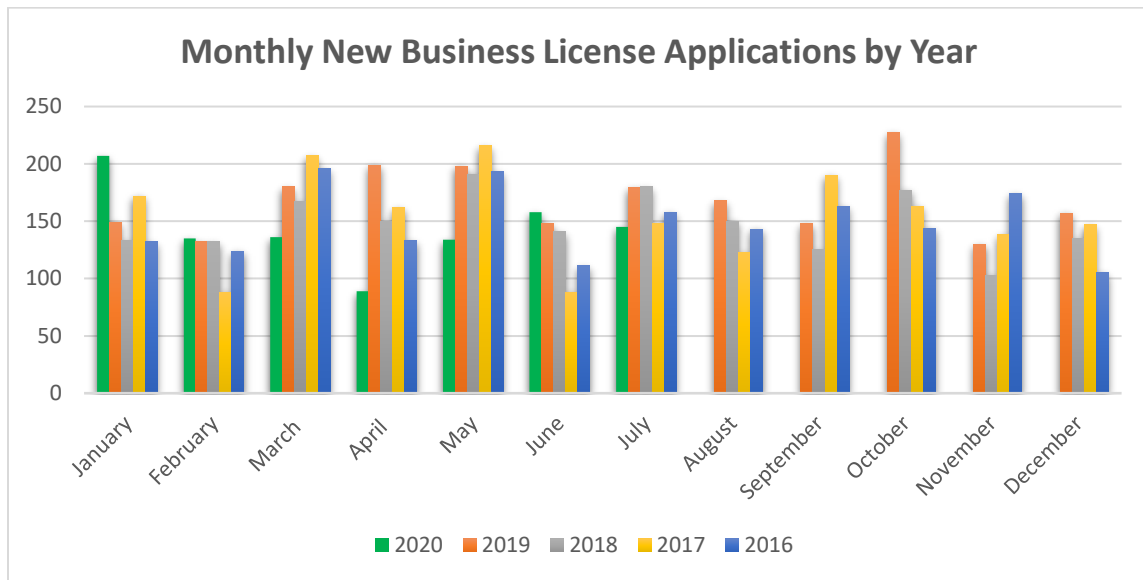
91% Voluntary Compliance

1 Citations Issued

37 Notices Issued

Total Code Cases (Year To Date)	1,771
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Business Licenses



Graffiti Restitution

Collected Past Week	Collected Year to Date
\$60.00	\$7,517.60

COMMUNITY DEVELOPMENT & ENGINEERING

Building Permits and Inspections:

- For the week, 81 building permits were issued totaling a value of \$1,408,237.00.
- For the month of July, staff were able to process 98 building permit applications and issue 81 building permits per week. The weekly average permit valuation of the issued permits was \$1,963,536.00. Last year during the same time period, the City issued 72 permits per week with an average valuation of \$542,348.
- Inspection staff completed 199 inspections, up 33% from last week.

Development and Capital Projects Update:

Curious what's happening with development projects around the city? See below for milestone activities that have happened since last week. Skip to the bottom of this section for a list of projects that are in progress but do not have an update this week. To learn about previous applications for residential and commercial development permits, please visit the [Development Project Information Archive](#) page or contact the [Planning Department](#).

Residential:

1. The Villages at Escondido Country Club (Builder: Lennar Homes) 380 residences located on the former golf course off of Country Club Lane, north of El Norte Parkway – The project was approved by City Council on November 15, 2017. The developer, Lennar, has started the construction of the model homes and first phase of development. In-track work is continuing for the storm drain, sewer, curb, gutter and sidewalk. Work has started for the new round-about, located on Country Club and Golden Circle. The scope of work includes new road realignment, curb, gutter, driveways and pedestrian ramps. The contractor has completed one half of the new storm drain structure that will cross Country Club Lane. The sewer main installation on Gary Lane has been completed. Work is ongoing for the new storm drain box culvert at Country Club and Golden Circle. Phase I and Phase II inspections have been completed.



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>

2. Escondido Gateway, also called Rowan (Developer: Carolyn Hillgren, Lyon Living) 126 condo units at 700 W. Grand – This project is a mixed-use development involving 126 residential units on the same premises as the former Police Station across the street from the Escondido Transit Center. The City Council approved the project on October 12, 2016. Final inspections are being coordinated. The contractor, Rockwood, is working to complete the onsite bio basins. All off site work has been completed. Temporary certificates of occupancy have been issued for the last building and the project is entering the punch list phase for completion.
3. Pradera (Developer: Moses Kim, Lennar Homes) – This project consists of a 70-unit single-family development located at the northeastern corner of Ash Street and Lehner Avenue. Much of the work has been completed. Final conflict crossing issues have been design and submitted to the City for review. The water main work included the construction and installation of 779' of a 12" water main along Conway Drive, between Lehner Drive and Rincon Avenue.
4. Canyon Grove Estates Tract 932 (Developer: John Vance, Shea Homes) – This project is a 179-lot single-family residential development on the north side of Vista Avenue east of Conway Drive. The project is currently in the punch list phase. The contractor has completed final signage and striping for the development. The roadway connection between Vista Avenue and Vista Verde Way is scheduled to be opened to all traffic. This opening will connect El Norte Parkway to the south and Ash Street to the west.
5. Villa Portofino (Developer: Chris Post, ATC Design Group) 15 apartment units in a three-story building with parking garage at 2690 S. Escondido Blvd. – Revised plan resubmittals were received on July 30, 2020. The plans have been routed for referral department review.
6. Palomar Heights (Developer: Ninia Hammond, Integral Communities) Demolition and redevelopment of the old Palomar Hospital site with 510 multi-family units with 10,000 SF of commercial – An Environmental Impact Report (or EIR) was prepared to inform the public and decision-makers of significant environmental effects of the project, identify possible ways to minimize those effects, and describe reasonable alternatives to the project. Public review of the Draft EIR concluded on May 19, 2020. The Final EIR has been prepared and is nearly ready to be published the project has been tentatively docketed for Planning Commission for August 25, 2020.

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>

7. 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 developer, Trumark, is continuing to work on the onsite utilities as well as starting the vertical construction for the model homes. The Final Map was approved by City Council on June 24, 2020. Mass grading has been completed with finish and pad grading

remaining. Asphalt will be placed in track on Medley lane this week. The new sewer main installation on Lincoln Ave. is expected to resume this week.

8. Jack's Creek TR 951 and SUB 17-0026 – (Developer New Pointe Development). A 12-lot, single-family residential subdivision on 3.31 acres. The site is located at the westerly terminus of Jack's Creek Road, north of El Norte Parkway, addresses at 640 Oakwood Creek Glen, formally 2888 E. Washington Avenue. Final Map recorded. The contractor has completed the grading for ten (10) of the twelve (12) new home pads continuing on the rough grading.

City Projects or Other Capital Improvement Projects:

9. SDG&E 16" Gas Main Replacement – In January 2019, the CPUC's Safety Enforcement Division approved SDG&E's test or replace plan for Line 1600, a 16-inch natural gas transmission pipeline which was not strength tested in 1949 when it was constructed. This next phase of PSEP projects will include 19 separate projects that will take place in the cities of San Diego, Escondido and Poway, as well as the County of San Diego. As part of these projects, approximately 37 miles of existing pipe in more populated areas will be replaced and approximately 13 miles of existing pipe in less populated areas will be strength tested. Approximately 5.4 miles of replacement and 2.7 miles of strength testing is expected to occur in Escondido from 2020-2024. Work is continuing with installation of the new 16-inch gas main along the Midway corridor. Installation of the 16" gas main along the Midway corridor has been completed. The contractor is currently working on the County portion of the line along Bear Valley Parkway.
10. Lake Wohlford Replacement Dam (Developer: City of Escondido Utilities Department) – The Draft EIR was previously circulated for public review from October 4, 2016 to November 17, 2016. Since the original public review period, the City has revised the Biological Resources Section of the EIR (Section 3.3) based on public comments that were received from the U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife. The City has also revised the Greenhouse Gas Emissions Section (Section 3.6) and the Effects Found Not to be Significant Chapter (Chapter 4.0) of the EIR due to new regulatory requirements since the Draft EIR was circulated for public review. A 45-day public review period began on June 18, 2020 and ended on August 3, 2020. Five (5) comment letters were received. City staff is now working with the consultant to respond to comments and begin preparing the final EIR.
11. Spruce Street/Transit Center Pedestrian Bridge Project – The contractor, Palm Engineering, is grading the Grand Avenue ramp to accept the drivable flex mat for channel access. The contractor is expecting the delivery of the drivable flex mat this week, with the installation starting next week. The contractor is removing debris and sediment from the storm drain system.
12. 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 has completed the final striping, signage, and landscaping on El Norte Parkway. The project has been completed.

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

<https://www.escondido.org/el-norte-parkway-bridge-and-median-improvements-1.aspx>.

Ongoing Projects - No Updates This Week:

Projects that do not have any changes or updates this week will be listed here to indicate that they're still in progress. When an update occurs, the project will appear above in the Development and Capital Projects section.

Commercial / Office / Industrial:

- Raising Cane's Restaurant – (Developer: Ada Fermin, PM Design Group) 1280 W. Valley Parkway
- Mercedes Benz Expansion – (Developer: Jody Stout, Integrity Design and Construction) 1101 W. 9th Avenue
- 7-Eleven Gas and Convenience Store – (Developer: Golcheh Group) 900 W. Mission Avenue

Residential:

- Interfaith Recuperative Care Facility – (Developer: Interfaith) 555 North Center City Parkway
- Harvest Hills (aka Safari Highlands Ranch) (Developer: Jeb Hall, Concordia Homes) 550 residential subdivision, east of Rancho San Pasqual
<https://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>
- North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr.
- 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
<https://www.escondido.org/daley-ranch-resort-specific-plan.aspx>
- Nutmeg Condo General Plan Amendment (Developer: Jim Simmons, CCI) 137 townhome condo units on both sides of Nutmeg between I-15 and Centre City Parkway
- Oak Creek (Builder: KB Homes) 65 single-family residential lots on approximately 44 acres at Felicita Road and Hamilton Lane
- 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

- Hacienda De Vega Redevelopment – (Developer: Tony Cassolato) A proposed residential condominium development consisting of 42 three-story attached townhomes on 1.75 acres
- Casa Mercado Apartments - (Developer: Paul Mayer, Pemcor) A four-story, 120-unit apartment complex on 2.31 acres
- Iwashita Apartments - (Developer: Iwashita Development) A seven-story, mixed-use project at 322 S. Escondido Boulevard for 172 units
- Fig Apartments – (Developer Claude Marengo) A 15-unit, three-story, multi-family residential apartment complex consisting of three stories on 0.59 acres
- East Valley Parkway Apartments – (Developer: John Wurster) A 50-unit mixed use affordable apartment complex consisting of four stories situated on a 21,000 SF vacant parcel in the historic District of the Downtown
- Reed Road Assisted Living Facility - (2525 Reed LLC). A new residential care facility is proposed on a 4.2-acre site on 2525 Reed Road

City Projects or Other Capital Improvement Projects:

- Membrane-Filtration Reverse Osmosis/MFRO (Developer: City of Escondido Utilities Department) 901 W. Washington
- 2019 Street Rehabilitation and Maintenance Project Rebid - This year's project is Maintenance Zone W. More information can be found at the following link:
<https://www.escondido.org/city-of-escondido-street-maintenance-program.aspx>

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