



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 01, 2021

5:00 PM - Regular Session

Escondido City Council Chambers, 201 North Broadway, Escondido, CA 92025

WELCOME TO YOUR CITY COUNCIL MEETING

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the City Council and the action recommended by City staff.

MAYOR

Paul McNamara

DEPUTY MAYOR

Michael Morasco (District 4)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Tina Inscoe (District 2)

Joe Garcia (District 3)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

The City of Escondido provides three ways to watch a City Council meeting:

In Person



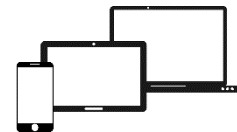
201 N. Broadway

On TV



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www.escondido.org



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 01, 2021

HOW TO PARTICIPATE

The City of Escondido provides two ways to communicate with the City Council during a meeting:

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



<https://www.escondido.org/agenda-position.aspx>

ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4643. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired – please see the City Clerk.





CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 01, 2021

REGULAR SESSION

5:00 PM Regular Session

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

The City Council conducts the Pledge of Allegiance at the beginning of every City Council meeting.

CALL TO ORDER

Roll Call: Garcia, Inscoc, Martinez, Morasco, McNamara

PRESENTATIONS

Police Reserve Officer Retirement

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. Speakers are limited to only one opportunity to address the Council under Oral Communications.

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) -



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 01, 2021

2. APPROVAL OF WARRANT REGISTER (Council) -

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

a. 358096 - 358315 dated November 9, 2021

b. 358316 - 358427 dated November 17, 2021

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. APPROVAL OF MINUTES: Regular Meeting of November 17, 2021

4. CONSULTING AGREEMENT FOR EMPLOYEE BENEFITS INSURANCE BROKER SERVICES -

Request the City Council approve authorizing the Mayor to execute a Consulting Agreement with HUB International Employee Benefits for Benefits Insurance Broker Services.

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

a. Resolution No. 2021-175

5. EKG CARDIAC MONITOR PURCHASE -

Request the City Council approve authorizing the Mayor to execute a Public Service Agreement ("PSA") with Zoll Medical Corporation for the purchase of six EKG Cardiac Monitors, associated equipment and supplies, maintenance agreement and data subscription.

Staff Recommendation: Approval (Fire Department: Rick Vogt)

a. Resolution No. 2021-179R

6. PURCHASE ONE TYPE THREE WILDLAND BRUSH ENGINE FROM BOISE MOBILE EQUIPMENT INC. OF BOISE, IDAHO -

Request the City Council approve authorizing the Fleet Services Division to purchase one (1) Type 3 Boise Mobile Equipment wildland brush engine from Boise Mobile Equipment Inc. in the amount of \$399,872.73 through a Cooperative Purchase Contract with the State of California, Contract No. 1-17-23-21B. The State of California cooperative purchase price includes all taxes, delivery, operator and mechanic training, and all associated fees.

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

a. Resolution No. 2021-182



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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7. PURCHASE THREE MEDIX AMBULANCES FROM REPUBLIC EMERGENCY VEHICLE SALES (REPUBLIC-EVS) THROUGH SOUTHWEST AMBULANCE SALES OF KENNEDALE, TEXAS -

Request the City Council approve authorizing the Fleet Services Division to purchase three (3) Medix Ambulances from Republic-EVS through Southwest Ambulance Sales in the amount of \$786,290.26 through a Cooperative Purchase Contract with the Houston Galveston Area Council (HGAC), Contract No AM10-20. The HGAC purchase price includes all taxes, delivery, operator and mechanic training, and all associated fees.

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

a. Resolution No. 2021-181

8. PURCHASE THREE SUTPHEN MONARCH FIRE ENGINES FROM SUTPHEN INC. OF DUBLIN, OHIO -

Request the City Council approve authorizing the Fleet Services Division to purchase three (3) Sutphen Monarch fire engines from Sutphen Inc. in the amount of \$2,452,493.03 through a cooperative purchase contract with Sourcewell, Contract No. 022818-SUT. The cooperative purchase price through Sourcewell includes all taxes, delivery, operator and mechanic training, apparatus inspections in Dublin Ohio, and all associated fees.

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

a. Resolution No. 2021-180

9. JOINT-USE PARKING AGREEMENT WITH CLASSICAL ACADEMY FOR USE OF PARKING SPACES IN A CITY-OWNED PARKING LOT ON THE SOUTH SIDE OF WOODWARD AVENUE, LOCATED AT 251 WOODWARD AVENUE (PL21-0026) -

Request the City Council approve authorizing the Director of Community Development to execute a Joint-Use Parking Agreement with Classical Academy for the use of up to 33 parking spaces in the City-owned Woodward Avenue parking lot located at 251 Woodward Avenue.

Staff Recommendation: Approval (Community Development Department: Adam Finestone)

a. Resolution No. 2021-186

10. ACCEPTANCE OF \$3,375 SAN DIEGO SENIORS COMMUNITY FOUNDATION HOLIDAY GRANT -

Request the City Council approve authorizing the Communications and Community Services Department to accept up to \$3,375 in grant funds from the San Diego Seniors Community Foundation, and approve the budget adjustment needed to expend the funds. These funds will be utilized to provide holiday-themed meals, events and activities to the older adults in Escondido.

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

a. Resolution No. 2021-187



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 01, 2021

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

11. CONSIDERATION OF A RESOLUTION OF NECESSITY FOR THE ACQUISITION OF A DRAINAGE EASEMENT OVER A PORTION OF FELICITA COUNTY PARK IDENTIFIED AS A COUNTY ASSESSOR PARCEL NO. 238-380-06-00 -

Request the City Council approve adopting Resolution No. 2021-174R making the requisite findings under California law to acquire certain real property through eminent domain proceedings to expand existing drainage facilities located in, on or upon Felicita County Park in connection with the Oak Creek residential development project.

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

a. Resolution No. 2021-174R

12. AMENDMENT TO ESCONDIDO MUNICIPAL CODE CHAPTER 14 PERTAINING TO SOLID WASTE AND RECYCLING, AND CHAPTER 22 PERTAINING TO WASTEWATERS, STORMWATERS, AND RELATED MATTERS -

Request the City Council approve amending Chapters 14 (Garbage and Rubbish) and 22 (Wastewaters, Stormwaters, and Related Matters) of the Escondido Municipal Code.

Staff Recommendation: Approval (Utilities Department: Christopher McKinney)

a. Ordinance No. 2021-15 (First Reading and Introduction)

b. Ordinance No. 2021-16 (First Reading and Introduction)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 01, 2021

CURRENT BUSINESS

13. WEST 7TH AVENUE AND SOUTH BROADWAY WATER MAIN REPLACEMENT PROJECT: BID AWARD, CONSULTING AGREEMENT, AND BUDGET ADJUSTMENT -

Request the City Council approve 1) Authorizing the Mayor to execute a Public Improvement Agreement with the lowest responsive and responsible bidder for the construction of the West 7th Avenue and South Broadway Water Main Replacement Project; 2) Authorizing the Mayor to execute a Consulting Agreement for Construction Management Services; and 3) Approve a Budget Adjustment.

Staff Recommendation: Approval (Utilities Department: Christopher McKinney)

a. Resolution No. 2021-159

b. Resolution No. 2021-161

14. CITY OF ESCONDIDO INDEPENDENT REDISTRICTING COMMISSION UPDATE AND BUDGET ADJUSTMENT -

Request the City Council receive and file an update regarding the Independent Redistricting Commission and approve a budget adjustment in the amount of to be determined by the City Council for enhanced public outreach.

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

WORKSHOP

15. HOMELESSNESS AND TRANSIENCY UPDATE -

Request the City Council receive and file a presentation outlining the status of services provided to the homeless and at risk of homeless population in the City of Escondido. Information will be presented on the current City contracts as well as other service providers within the City of Escondido. The goal is to convey the services available and identified challenges due to a lack of resources.

Staff Recommendation: Receive and File (City Manager's Office: Rob Van De Hey)

FUTURE AGENDA

16. 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)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 01, 2021

COUNCILMEMBERS 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.

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. Speakers are limited to only one opportunity to address the Council under Oral Communications.

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, December 15, 2021 4:00 & 5:00 PM Regular Meeting, *Council Chambers*
Wednesday, January 12, 2022 4:00 & 5:00 PM Regular Meeting, *Council Chambers*

SUCCESSOR AGENCY

Members of the Escondido City Council also sit as the Successor Agency to the Community Development Commission, Escondido Joint Powers Financing Authority, and the Mobilehome Rent Review Board.



A F F I D A V I T S

O F

I T E M

P O S T I N G

CITY COUNCIL STAFF REPORT

Consent Item No. 2

December 1, 2021

File No. 0400-40

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

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

358096 – 358315 dated November 9, 2021

358316 – 358427 dated November 17, 2021

FISCAL ANALYSIS:

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

November 4 – November 9, 2021, is \$ 2,146,283.71

November 10 – November 17, 2021, is \$ 4,450,502.74

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

COUNCIL MEETING MINUTES

CLOSED SESSION

4:30 PM

CALL TO ORDER

1. Roll Call: Garcia, Inscoe, Martinez, Morasco, McNamara

ORAL COMMUNICATIONS

None.

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code sec. 54956.9(d)(1))**
 - a. Zak v. City of Escondido
Case No. 37-2020-0000028-CU-PO-NC

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code sec. 54956.9(d)(4))**
 - a. In re National Prescription Opiate Litigation
United States District Court, District of Ohio, Eastern Div.
Case No. 1:17-MD-2804

ADJOURNMENT

Mayor McNamara adjourned the meeting at 4:45 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

Zack Beck, City Clerk

FLAG SALUTE

Mike McGuinness, City Attorney

CALL TO ORDER

Roll Call: Garcia, Inscoe, Martinez, Morasco, McNamara

CLOSED SESSION REPORT

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code sec. 54956.9(d)(4))**

- a. In re National Prescription Opiate Litigation
United States District Court, District of Ohio, Eastern Div.
Case No. 1:17-MD-2804

COUNCIL ACTION: Voted 5-0 to authorize City Manager or City Attorney to execute all documents in all national settlement agreements and to receive settlement funds with the provision that staff will update Council on final payout amount.

ORAL COMMUNICATIONS

Bob Martin - Expressed concern over Airbnb rentals in Escondido.

Christopher Aldama - Expressed concern over Airbnb rentals in Escondido.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Erica Carter - Program Coordinator with Vista Community Clinic. Healthy Escondido Coalition. Promoting active living in Escondido.

Beth Mercurio - Escondido Community Garden.

CONSENT CALENDAR

Motion to approve all consent calendar items except item 5: Inscoe; Second: Martinez; Vote: Approved 5-0

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.
 - a. 357637 - 357890 dated October 27, 2021
 - b. 357891 - 358095 dated November 3, 2021

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. **APPROVAL OF MINUTES: Regular Meetings of October 27, 2021 and November 3, 2021**

4. **FISCAL YEAR 2021-22 STATE OF CALIFORNIA CITIZENS' OPTION FOR PUBLIC SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Escondido Police Department to accept a FY 2021-22 Citizens' Option for Public Safety Program Grant in the amount of \$232,380; approve grant expenditures consistent with guidelines in AB1913; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The Escondido Police Department received a FY 2021-22 Citizens' Option for Public Safety Program Grant award in the amount of \$232,380. This grant supports front-line law enforcement services with the intention of enhancing public safety within the community. Grant funds must supplement existing funding and be used to augment Police Services. The Police Department proposes to use its allocation to cover part-time employees' salaries and benefits. These part-time employees perform support services that allow front-line law enforcement officers to handle high-priority calls. (File No. 0480-70)

Staff Recommendation: Approval (Police Department: Edward Varso)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

5. **BID AWARD FOR THE ESCONDIDO CREEK TRAIL CROSSINGS PROJECT** -

Request the City Council approve to authorize awarding the construction contract to Tri-Group Construction, Inc. which was determined to be the lowest responsive and responsible bidder. Authorize the Mayor to execute a Public Improvement Agreement in the amount of \$1,277,723 for the Escondido Creek Trail Bike Path Improvements Project. (File No. 0600-10, A-3388)

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

a. Resolution No. 2021-133

Motion: Garcia; Second: Morasco; Vote: Approved 5-0

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.)

6. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING MEMBERSHIP IN CLEAN ENERGY ALLIANCE, A COMMUNITY CHOICE AGGREGATION PROGRAM** -

Approved on October 27, 2021 with a vote of 5/0.

a. Ordinance No. 2021-12 (Second Reading and Adoption)

PUBLIC HEARINGS

7. **DECLARATION OF RESPONSE LEVEL ONE - WATER SHORTAGE DROUGHT WATCH CONDITION** -

Request the City Council approve adopting Resolution No. 2021-177, moving the City of Escondido to Water Shortage Response Level One. (File No. 0145-80)

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

a. Resolution No. 2021-177

Motion: Morasco; Second: Inscoe; Vote: Approved 5-0



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CURRENT BUSINESS

8. DESIGNATION OF CITY OWNED SURPLUS LAND – SMALL PARCELS -

Request the City Council approve adopting Resolution No. 2021-73R to designate city-owned parcels as surplus land. (File No. 0690-20)

Staff Recommendation: Approval (Economic Development Department: Jennifer Schoeneck)

a. Resolution No. 2021-73R

Motion: Morasco; Second: Martinez; Vote: Approved 5-0

9. CITY OF ESCONDIDO INDEPENDENT REDISTRICTING COMMISSION UPDATE AND BUDGET ADJUSTMENT -

Request the City Council receive and file an update regarding the Independent Redistricting Commission and approve a budget adjustment in the amount of \$50,000 for enhanced public outreach. (File No. 0430-80)

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

Item moved to December 1, 2021

WORKSHOP

10. TRANSPORTATION SAFETY WORKSHOP -

Request the City Council receive a presentation and hold a workshop to discuss transportation safety. (File No. 1050-30)

Staff Recommendation: None (Engineering Services Department: Julie Procopio)

Elias Velasquez – Expressed support for better traffic safety in Escondido.

Lucrecia Ibarra – Requested a new bus stop be placed on Grand Avenue.

Emilia Paredes – Requested a new bus stop be placed on Grand Avenue.

Jilberto Munoz Hernandez – Requested a new bus stop be placed on Grand Avenue.

Jose Luna Constante – Requested a new bus stop be placed on Grand Avenue.

Rosa Lopez – Requested a new bus stop be placed on Grand Avenue.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Motion to prioritize next left turn signal on Rose Street and Washington Ave: Martinez;
Second: Garcia; Vote: Approved 5-0

FUTURE AGENDA

11. 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)

Morasco - Air BnB and how all rental programs effected in Escondido; Recommendations on a sound wall in the El Cue Neighborhood.

McNamara - Report on Community Garden request

Garcia - Airbnb, Once a year report on Traffic and "Slow Down in Escondido" campaign; Report from senior center in regards to classes at the senior center.

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

Inscoe - Attended the "Slow Down in Escondido" event with Councilmember Garcia. YMCA rally to bring awareness to youth homelessness.

Morasco - Attended a Regional Solid Waste Association meeting. Expressed condolences for the passing of two Escondido Police Officers, LaTonya Gridiron and Bret Byler.

Garcia - Hosted a "Slow Down Escondido" rally. Attended a Traffic Safety Workshop.

Martinez - Hosted a cleanup in District 1. Hosted a Tenant Protection Workshop. Hosted a Traffic Safety Workshop.

McNamara - Attended the Veteran's Day ceremony in Escondido.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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.

ORAL COMMUNICATIONS

None.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 7:45 p.m.

MAYOR

CITY CLERK

CITY COUNCIL STAFF REPORT

Consent Item No. 4

December 1, 2021

File No. 0600-10, A-3392

SUBJECT: Consulting Agreement for Employee Benefits Insurance Broker Services

DEPARTMENT: Human Resources

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-175 authorizing the Mayor to execute a Consulting Agreement with HUB International Employee Benefits for Benefits Insurance Broker Services.

FISCAL ANALYSIS:

Fees are capped at \$146,500 each year (4.25% below the current contract of \$153,000 per year).

PREVIOUS ACTION:

On October 26, 2016, the City Council adopted Resolution No. 2016-162 authorizing the Mayor and City Clerk to execute a Consulting Agreement with Willis Towers Watson for benefits insurance broker services. Effective February 1, 2020, Willis Towers Watson transferred benefit insurance services to HUB International Insurance Services Inc., resulting in the City amending the agreement.

BACKGROUND:

The City entered into an agreement with Willis Insurance Services in June 2006 to provide broker services for the City of Escondido. In January 2016, Willis Insurance Services merged with Towers Watson, and became Willis Towers Watson. In February 2020, Willis Towers Watson transferred their benefit insurance services to HUB International Insurance Services Inc. The current five-year contract with HUB International expires on December 31, 2021.

On August 23, 2021, a Request for Proposals (“RFP”) was released which sought proposals from qualified firms to perform employee benefit insurance broker services. Three proposals were received from firms with experience in employee benefit broker services. Some of the important areas the firms were evaluated on included cost and overall value, geographic location, project team experience and location, and public agency experience within San Diego County. After thorough review, it has been determined to be in the City’s best interest to enter into a new contract with HUB International Employee Benefits Inc.

Therefore, staff recommends the City Council adopt Resolution No. 2021-175 authorizing the Mayor to execute a Consulting Agreement with HUB International Employee Benefits for the City’s benefits insurance services beginning January 1, 2021 through December 31, 2023.

Consulting Agreement for Employee Benefits Insurance Broker Services
November 19, 2021
Page 2

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Jessica Perpetua, Director of Human Resources
11/23/21 6:26 p.m.

ATTACHMENTS:

1. Resolution No. 2021-175
2. Exhibit A – Consulting Agreement

RESOLUTION NO. 2021-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH HUB INTERNATIONAL EMPLOYEE BENEFITS AS THE CITY'S CONSULTANT TO PROVIDE EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

WHEREAS, the City of Escondido ("City") contracts for broker services for employee benefits; and

WHEREAS, currently, the City has an agreement with HUB International Employee Benefits ("HUB") to serve as the broker for employee benefits and said agreement will expire on December 31, 2021; and

WHEREAS, the Human Resources Manager issued a Request for Proposals to address the City's requirement for employee benefits insurance broker services; and

WHEREAS, based on the information provided in the responses to the Request for Proposals; staff recommends HUB to continue as the broker for employee benefits, effective January 1, 2022.

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 is authorized to execute, on behalf of the city, a two-year contract with HUB International Employee Benefits. Thereafter, the City shall have two

successive one-year options to extend the contract. A copy of the proposed contract is attached to this Resolution as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 2021 (“Effective Date”),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Patrice Russell
(760) 839-4865
("CITY")

And: HUB International Insurance Services Inc.
a California corporation
9855 Scranton Road, Suite 100
San Diego, CA 92121
Attn: Shannon Taylor
858-373-6911
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, the CITY has determined that it is in the CITY’s best interest to retain the professional services of a consultant to provide insurance consulting and brokerage services;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment “A” and incorporated herein by this reference (“Services”).
2. Compensation. In exchange for CONSULTANT’s completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of **\$293,000** (not including

voluntary products funded in full by employees). CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
 - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

- (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
 - (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of

other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

(8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.

- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONSULTANT (which in this Section 8 includes CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind) and suits, and fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries related thereto, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's negligent performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the negligence or willful misconduct of the CITY.
- b. CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, the Services performed by CONSULTANT pursuant to this Agreement, except where caused by the sole negligence or willful misconduct of the CITY or any of its agents, employees or subcontractors.
- c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior 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.

Attorney's Fees and Costs. 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.

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

11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.

12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.

19. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
20. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the 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 shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
23. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

HUB International Insurances Services Inc.

Date: _____

Shannon Taylor, Executive Vice President & Pacific
Region President

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

BY: _____

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

ATTACHMENT "A"

Scope of Work

A. General

HUB International Insurances Services Inc., a California corporation ("Consultant"), will provide the City of Escondido, a California municipal corporation ("City"), with City employee benefits insurance broker services.

B. Location

Consultant to provide services at the consultant's office located at 9855 Scranton Road, Suite 100, San Diego, CA 92121.

C. Services

In accordance with Consultant's proposal, which is attached to this Scope of Work as Exhibit 1 and incorporated by this reference, Consultant shall provide the following City employee benefits insurance broker services:

1. Provide general and technical guidance to the City in responding to questions from City's Human Resources staff.
2. Provide general and technical guidance to assist City staff in settling claim disputes and other issues.
3. Provide general and technical guidance to City staff regarding the Programs.
4. Review all Programs, benefit plans, and insurance plan documents for accuracy and compliance with applicable laws and regulations.
5. Act as the City's liaison in communicating and negotiating with benefit and insurance plan providers.
6. Assist City staff in drafting materials relating to Programs, benefit plans, and insurance plans. These materials include, but not limited to, open enrollment employee communication, brainshark videos, plan comparison charts and wellness material. Consultant will primarily provide expert analysis and recommendations relating to material content, appearance, compliance, and accuracy.
7. Provide Program, benefit plan, and insurance plan recommendations to City staff based on Consultant's experience, market analysis, market trends, and cost containment methods. Program, benefit plan, and insurance plan recommendations shall be made in an effort to ensure maximum benefit to the City.
8. Determine and recommend the most economical funding method for benefits.
9. Represent the City in negotiations with all providers on all issues, including those related to annual renewal rates, coverage, plan design, and special terms and conditions.
10. Meet with and provide reports to various City representatives and groups including Human Resources, City Council, City Management, employee groups, Health Insurance Committee ("HIC"), and the Wellness Committee. Coordinate with City representatives regarding labor relations issues concerning group insurance and benefit programs.

ATTACHMENT "A"

Scope of Work

11. Research and advise the City of new developments in the law and Programs on an ongoing basis.
12. Assist the City with implementation and communications relating to new programs and changes to existing programs, including attending and assisting during employee meetings at the City's request.
13. As requested by the City, solicit bids from insurance markets that specialize in group insurance plans. Use expertise to evaluate bids, including administration, coverage, claim payment procedures, customer service, networks, financial soundness, and identifying the most cost beneficial package from among the various bidders. Supplying the City with detailed analysis and recommendations regarding bid received. Provide the City with original documents from all bid solicitations received.
14. Identify, investigate, analyze, and assist with implementation of efficiency measures such as employer partnerships and other concepts that have the effect of reducing the cost associated with employee benefits programs without reducing services to employees.
15. Provide an annual review and summary of employee benefits including analysis of the quality of benefits provided, cost effectiveness, competitiveness, recommendations, etc.
16. Assist the City in evaluating, implementing, and measuring the City's wellness program.
17. Designate and name, in writing, a service team that will be available at any time upon 24-hour notice on all matters described in this Scope of Work.
18. In November of each year, prepare a forecast for the following fiscal year (July 1 through June 30) of insurance premiums and services cost, and provide notice of interim changes when anticipated.
19. Consultant shall provide the following services at no additional charge: Health and Wellness Expos, electronic employee communication materials, and Consolidated Omnibus Budget Reconciliation Act ("COBRA") Administration.
20. Advise the City on any federal mandated compliance requirements relevant to City Programs, benefit plans, and insurance plans, and provide guidance, when requested by the City, in developing compliance strategies.

In the event of a conflict between a provision of Exhibit 1 and this Agreement (including this Scope of Work), this Agreement shall prevail.

D. Scheduling

Inquires relating to this Agreement, including scheduling and coordination with City staff, may be directed to Patrice Russell at 760-839-4865 or prussell@escondido.org.

E. Contract Price and Payment Terms

The contract price of this Agreement shall not exceed **\$293,000** (not including voluntary products funded in full by employees). The contract price includes all labor, materials, equipment, and transportation required to perform the work. Consultant shall be compensated for services from commissions received from insurers who obtain business from the City of Escondido, up to \$146,500 (not including voluntary products funded in full by employees) per year. Any commissions

ATTACHMENT "A"

Scope of Work

received as a result of services by Consultant to the City of Escondido above \$146,500 shall be paid to the City as a rebate annually (not including voluntary products funded in full by employees).

Each year, Consultant will disclose to the City all associated commission rates, commissions earned, as a result of this Agreement, during the preceding calendar year by January 31 of each year. Any rebate due to the City shall be paid in one payment no later than March 1 following the year the commissions are earned.

Consultant shall use commissions earned to compensate for items related to Health and Wellness Expo and COBRA administration.

Consultant will review any additional services with the City prior to performing them and the City must agree upon any additional fees in advance and in writing.

Consultant will receive commissions through the effective date of contract termination.

F. Term

The term of this Agreement shall be from the Effective Date through **December 31, 2023** ("Initial Term"). Thereafter, the City shall have two successive one-year options to extend the Initial Term of this Agreement.

Services under this Agreement shall commence on **January 1, 2022**.

G. Other

Consultant shall not provide any City employee benefit administration services pursuant to this Agreement.

ATTACHMENT "B" Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. Christie Barr, Senior Vice President, Christie.Barr@hubinternational.com, HUB International; and
2. Spencer Beers-Mulroy, Account Executive, Spencer.Beersmulroy@hubinternational.com, HUB International; and
3. Jamie Blinco, Account Manager, Jamie.Blinco@hubinternational.com, HUB International

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: _____

Shannon Taylor, Executive Vice President & Pacific
Region President

ATTACHMENT "B"

Personnel List

CITY COUNCIL STAFF REPORT

Consent Item No. 5

December 1, 2021

File No. 0600-10, A-3393

SUBJECT: EKG Cardiac Monitor Purchase

DEPARTMENT: Fire

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-179R authorizing the Mayor to execute a Public Service Agreement (“PSA”) with Zoll Medical Corporation for the purchase of six EKG Cardiac Monitors, associated equipment and supplies, maintenance agreement and data subscription.

FISCAL ANALYSIS:

The cost of the six new cardiac monitors, equipment, supplies, maintenance agreement and data subscription shall not exceed \$306,410.40. An itemized quote is listed in Exhibit “1” to the PSA’s Scope of Work (attached to Resolution No. 2021-179R). Funding for the purchase was approved by the City Council on October 27, 2021 as part of the City’s General Capital Projects Fund.

BACKGROUND:

A cardiac monitor is among the most widely used and vital diagnostic tools the Fire Department employs in the field. Receiving an EKG by our first responders greatly improves the speed of effective care at the hospital. The Fire Department’s current EKG monitors were purchased in 2013 and are already several years beyond their expected lifespan and are not currently supported or maintained by their manufacturer.

On February 11, 2021 Escondido and San Marcos Fire Departments, along with Valley Center Fire Protection District, submitted a collaborative application to the FEMA Assistance to Firefighter Grant (“AFG”) program requesting the funding necessary to replace all of the outdated EKG monitors for all three agencies. The grant was partially awarded with funding for eighteen new devices, nine each for San Marcos and Escondido. As the lead agency in the AFG application, the grant award is being administered by the City of San Marcos and will provide the value of approximately \$345,000 in equipment to Escondido.

Separate from the grant award, Escondido Fire is purchasing six additional EKG monitors plus the equipment (batteries, chargers, cables, modems) and the consumable supplies (electrodes, paper, sensors) necessary to support all fifteen devices. The purchase will also include the cost of the maintenance agreement for annual preventative maintenance and software upgrades and the required data management subscription for five years. By paying these costs up front, we are able to avoid cost increases for five years. The requested expenditure of \$306,410.40 will ensure that the Fire Department’s Paramedics will have a total of fifteen EKG Cardiac Monitors to equip our ambulances

EKG Cardiac Monitor Purchase
December 1, 2021
Page 2

and fire engines and maintain sufficient reserve units. This cost reflects a trade-in value of \$105,000 for the 15 old EKG Cardiac monitors that are being replaced.

The Zoll X Series EKG Cardiac Monitors were selected after extensive research by a joint committee made up of San Marcos and Escondido Fire Firefighters, Paramedics and EMS administrators. The research included a trial of the available products on the market in 2021. The monitors were rated on criteria such as battery life, start up, weight, durability and overall performance. As a result of the trials, it was deemed that the selection of the Zoll X Series Advanced Manual Monitor/Defibrillator is in the best interest of the fire agencies and will provide the most benefit the communities we serve.

The Fire Department is requesting to purchase six monitors, equipment, supplies, maintenance agreement and data subscriptions through NPPGov, a national cooperative procurement organization as allowed per Chapter 10, Article 5, Section 10-91, of the City of Escondido's Municipal Code authorizing the purchase of supplies and equipment utilizing cooperative purchase programs.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Rick Vogt, Fire Chief
11/24/21 10:16 a.m.

ATTACHMENTS:

1. Resolution 2021-179R
2. Resolution 2021-179R – Exhibit "A" Public Service Agreement

RESOLUTION NO. 2021-179R

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AWARDING THE CONTRACT TO PURCHASE
SIX ZOLL X SERIES ADVANCED EKG
MONITOR/DEFIBRILLATORS AND RELATED
EQUIPMENT AND SERVICES TO ZOLL
MEDICAL CORPORATION

WHEREAS, the City of Escondido (“City”) Fire personnel dutifully trialed defibrillators from three separate vendors; and

WHEREAS, the staff considered multiple selection criteria included overall performance, weight, start up, durability, and battery life; and

WHEREAS, there are sufficient funds located in the general fund; and

WHEREAS, staff recommends awarding the purchase of defibrillators to Zoll Medical Corporation; and

WHEREAS, the City is a member of NPPGov, member No. M-5697108; and

WHEREAS, the City is utilizing a Cooperative Purchase Contract with NPPGov, Agreement No. PS20200, as per section 10-91 of the Escondido Municipal Code, which has been conducted in a competitive manner by the State, County or any other Public or Municipal Agency; and

WHEREAS, staff recommends purchasing six (6) X Series Advanced Manual Monitor/Defibrillators, equipment, supplies, maintenance agreement and data subscriptions from Zoll Medical Corporation in the amount of \$306,410.40.

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 staff and deems it to be in the best public interest to purchase six (6) defibrillators from Zoll Medical Corporation.
3. That the City Council is authorized to approve on behalf of the City, and does hereby approve and authorize the Mayor, or his designee, to execute a Public Services Agreement with Zoll Medical Corporation, which is attached hereto as Exhibit "A" and incorporated by this reference, for the purchase of six defibrillators from Zoll Medical Corporation to include EKG cardiac monitors, batteries, battery charging stations, equipment, supplies, subscription, and preventative maintenance for the Fire Department utilizing a Cooperative Purchase Contract with NPPgov, Agreement No. PS20200.
4. That the City Council authorizes the Fire Chief to trade in the old EKG cardiac monitors to Zoll Medical Corporation that are being replaced as part of this purchase.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Public Services Agreement ("Agreement") is made and entered into as of this _____ day of December, 2021 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Rick Vogt
760-839-5401("CITY")

And: ZOLL Medical Corporation
a Massachusetts Corporation
269 Mill Road
Chelmsford, MA 01824
Attn: Contracts Department
978-421-965
("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties desire to enter into this Agreement for the procurement of products: capital equipment, accessories and supplies ("Products") and performance of the services: CaseReview Premium software subscription and the Worry Free Service Plan (collectively, "Services") described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONTRACTOR shall furnish all of the Products and Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference.
2. Compensation. In exchange for CONTRACTOR's delivery of Products and completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$306,410.40**. CONTRACTOR shall be compensated only for purchase of the Products and performance of the Services described in this Agreement. No compensation shall be provided for any other products, work, or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution

of the City Council.

3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.
4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. Either party may terminate this Agreement for any reason upon providing the other party with 60 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on the effective date of any notice of termination. In the event of any termination by the CITY, no refunds are provided. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
5. City Property. Intentionally omitted.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to third parties or damages to tangible property that may arise directly from the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. Claims-made forms for Products/Completed operations will be acceptable where occurrence form may not be available.
 - (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation*. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
 - b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status*. Both the Commercial General Liability, with and the Automobile Liability policies must include the CITY (including its officials, officers, agents, employees, and volunteers) as an additional insured under the policy. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form, CG 20 26. The Automobile Liability endorsement shall be at

least as broad as ISO Form CA 20 01.

- (3) *Claims-Made Form.* If a separate *Products Liability* policy is maintained and written on a *claims-made* form:
 - (a) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - (b) Insurance must be maintained and evidence of insurance must be provided for at least years after completion of the contract of work.
 - (c) If coverage is canceled or non-renewed, and not replaced with another *claims-made* policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of five years after completion of contract work.
 - (d) A copy of the claims reporting requirements must be submitted to the CITY for review.
 - (4) *Primary Coverage.* To the extent loss is attributable to Contractor, CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (5) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors. Waiver of Subrogation will not apply to any loss resulting from City's sole negligence.
 - (7) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, copies of all required insurance policies, including endorsements required by this Agreement, at any time.

- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to reasonably modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Contractor will have the right to review and rebut any request for modifications it feels are unreasonable.
 - e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
 - f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.
7. Indemnification, Duty to Defend, and Hold Harmless.
- a. With respect to the Products, CONTRACTOR shall indemnify, defend, and hold harmless the CITY in accordance with Article 6 (Indemnification and Hold Harmless) of The League of Oregon Cities Master Price Agreement (National Purchasing Partners) #PS20200 dated June 8, 2020 ("MPA").
 - b. With respect to the software Services, CONTRACTOR shall indemnify, defend, and hold harmless the CITY, in accordance with Section 8 (Indemnification) of the ALS/BLS Software Solutions Master Application Service Provider Agreement (Attachment A, Exhibit 1).
8. Anti-Assignment Clause. Intentionally omitted.
9. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
10. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.
12. Merger Clause. This Agreement, together with its exhibits, attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. The MPA shall govern the purchase of Products. The ALS/BLS Software Solutions Master Application Service Provider Agreement (Attachment A, Exhibit 1) shall govern the software Services. The Expertcare Service Terms and Conditions (Attachment A, Exhibits 2 and 3) shall govern the extended warranty and preventative maintenance Services.
13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by either party because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by either party, in whole or in part.
14. Severability. This Agreement shall be performed and shall be enforceable to the full extent

allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.
16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

23. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

ZOLL Medical Corporation

Date: _____

Signature

Name & Title (please print)

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

BY: _____

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

ATTACHMENT "A"
Scope of Work

A. General

ZOLL Medical Corporation, a Massachusetts corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with Advanced Manual Monitors/Defibrillators ("EKG Monitors" or "Products") and related Services.

B. Service Location

Contractor will ship the EKG Monitors to and provide related Services at the City's Fire Station No. 1 located at 310 N. Quince St., Escondido, CA 92025.

C. Products and Services

The Contractor agrees to provide the following Products and Services under this Agreement:

1. Six new X Series Advanced Manual Monitor/Defibrillators and related components to replace the current Phillips MRX EMS monitors as more particularly described in the ALS/BLS Software Solutions Master Application Service Provider Agreement, which is attached to this Scope of Work as Exhibit 1 and incorporated by this reference.
2. 12 Case Review Premium Subscriptions to Contractor-hosted software for a period of five years as described in Exhibit 1.
3. Five-year extended warranty to service and repair each of the EKG Monitors, as more particularly described in Contractor's proposal, which is attached to this Scope of Work as Exhibit 2, and incorporated by this reference. The five-year extended warranty will be a continuation of the standard one-year product warranty. Contractor's Extended Warranty and Preventative Maintenance Terms and Conditions are attached to this Scope of Work as Exhibit 3 and incorporated herein by this reference.
4. Equipment deployment services as described in Exhibit 4 to this Scope of Work, which is attached hereto and incorporated by this reference.

D. Scheduling for Services

Inquiries related to this Agreement, including scheduling, delivery, and services issues, may be directed to:

1. Art Holcomb at aholcomb@escondido.org or 760-839-5403; or
2. Jeanne McFarland at jmcfarland@escondido.org or 760-839-5429.

Work shall be performed in-between the hours of 8 a.m. and 3:30 p.m., Monday through Friday. Contractor shall sign in and sign out at the receptionist area. Further instructions will be provided upon scheduling.

E. Delivery of Equipment

Equipment delivery will be made no later than 120-150 days after receipt and confirmation of Purchase Order. The delivery will be in accordance with the MPA to the Service location.

F. Contract Price and Payment Terms

The contract price of this Agreement shall not exceed \$306,410.40. The contract price includes all equipment, related components, materials, applicable taxes, and transportation required to perform the work, as described in Exhibit 1 - 3 to this Scope of Work. The contract price includes a credit of \$105,000 trade-in value for 15 used Phillips MRX EMS monitors.

ATTACHMENT "A"
Scope of Work

Payment will be made after items have been received and within 30 days of receipt of an invoice for those items.

G. Term

The term of this Agreement shall be for a period commencing with the effective date of each Service and ending on November 30, 2026.

EXHIBIT 1

ALS/BLS Software Solutions Master Application Service Provider Agreement

1. Orders. ZOLL Medical Corporation (“ZOLL”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“Order”) between ZOLL and another party (“Customer”) incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the “Agreement”). ASP Services are further defined in Section 3. Implementation Services are further defined in Section 4. Support Services are further defined in Section 5. The ASP Services, Implementation Services, and Support Services are each, and are collectively, “Services”. The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

2. Payment. Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“Fees”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. The first invoice will be sent after the Deployment Effective Date. “Deployment Date” means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. “Deployment Effective Date” means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL’s shipment of defibrillators that are included on the Order (the “Latest Deployment Date”), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney’s fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“Taxes”).

3. ASP Services. “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “Underlying Software”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “ZOLL Site”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “Documentation”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. Provision of ASP Services. Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“Registered Users”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. Access Software. Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “Access Software”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “Software”.

3.3. Restrictions. Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

3.4. Service Level Agreement.

3.4.1. Downtime. “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. Planned Downtime. “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.

3.4.3. Excused Downtime. “Excused Downtime” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer’s premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer’s failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

3.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x \%, \text{ where “x” is Unplanned Downtime.}$$

3.4.5. Unplanned Downtime Goal. ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “**Unplanned Downtime Goal**”). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

3.4.6. Revocation of Administrative Rights. Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

3.4.7. Customer Content; Security; Backup.

3.4.7.1. Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services (“**Customer Content**”); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

3.4.7.2. Security. Subject to Customer’s obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

3.4.7.3. Backup of Customer Content (Not Applicable to Remote View). Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL’s control.

3.4.7.4. Availability of Customer Content (Not Applicable to Remote View). It is Customer’s responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the “**Active Customer Content**”), in ZOLL’s working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL’s receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the “**Active Retention Period**”). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a “**Database**”), or (b) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days (“**Inactive Customer Content**”) and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL’s working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this [Section 3.4.7.4](#), the terms of [Section 3.4](#) (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer’s access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

3.4.8. Remedies. A “**Service Credit**” means a percentage of the monthly Fee to be credited to Customer (subject to Customer’s written request therefor and ZOLL’s verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer’s monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month’s invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this [Section 3.4.8](#) shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this [Section 3.4.8](#) shall be the Customers’ sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

3.4.9. Modifications. Changes to this [Section 3.4](#) may be made from time to time at ZOLL’s sole discretion. Customer will be notified of any such changes that are material.

4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the “**Implementation Services**”). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer’s premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a “reasonable efforts” basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL’s negligence.

5. Support Services. ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

5.1. Support.

5.1.1. Emergency Support. ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. “**Supported ASP Services**” means the ASP Services for which Customer has paid the then-current Fees. “**Supported Environment**” means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. “**Error**” means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

5.1.2. Technical Support. ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays (“**Business Hours**”) to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

5.1.3. Resolution. ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects (“**Resolution**”).

5.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL's discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer's location.

5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

5.2. Conditions and Limitations. Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

6. Warranties.

6.1. Implementation Services and Support Services. Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this [Section 6.1](#), perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this [Section 6.1](#) is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

6.2. ASP Services and Access Software. Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This [Section 6.2](#) sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

6.3. Warranty Disclaimers. The warranties for the Software and Services are solely and expressly as set forth in [Section 6.1](#) and [Section 6.2](#) and are expressly qualified, in their entirety, by this [Section 6.3](#). EXCEPT AS EXPRESSLY SET FORTH IN [SECTION 6.1](#) AND [SECTION 6.2](#), (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

7. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this [Section 7](#) with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

8.1. By ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this [Section 8.1](#) or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof

by any person other than ZOLL or its authorized agents or subcontractors. This [Section 8](#) states ZOLL's entire liability and the exclusive remedy for any infringement.

8.2. By Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

10. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

11. Term and Termination.

11.1. Term. The term of this Agreement ("Term") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "Implementation Date" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

11.2. Termination. Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

11.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this [Section 11.3](#).

12. General Provisions.

12.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

12.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

12.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

12.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documents are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

12.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

12.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

12.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

12.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

12.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

12.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("**Third Party Provider**") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("**Third Party Products or Services**"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

12.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "**Force Majeure Event**").

12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival. This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, [Section 7](#) (Confidentiality), [Section 8](#) (Indemnification), [Section 9](#) (Limitation on Liability), [Section 10](#) (Ownership), [Section 11.3](#) (Effects of Termination) and [Section 12](#) (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13. HIPAA. This [Section 13](#) applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("**PHI**") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this [Section 13](#) have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "**HIPAA**"). "**Covered Entity**" as used herein means Customer. "**Business Associate**" as used herein means ZOLL. The purpose of this [Section 13](#) is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

13.1. Applicability. This [Section 13](#) applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

13.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this [Section 13](#) with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

13.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

13.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required by 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

13.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

13.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "unsecured protected health information," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

13.7. Individual Access. In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

13.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

13.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

13.10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

13.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

13.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

13.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

13.14. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

13.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

13.16. Survival. All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

13.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

13.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____



TO: Escondido Fire Department
 310 N. Quince Street
 Escondido, CA 92025

Attn: **Jeanne McFarland**

email: imcfarland@escondido.org

Tel: 760-839-5429

ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

QUOTATION 400188 V:1

DATE: October 14, 2021

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231112-01	<p>X Series @Advanced Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, TBI Dashboard™, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options:</p> <p>Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)</p> <ul style="list-style-type: none"> • See - Thru CPR artifact filtering 	6	\$44,519.25	\$37,841.36	\$227,048.16 *

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TO: Escondido Fire Department
 310 N. Quince Street
 Escondido, CA 92025

Attn: **Jeanne McFarland**

email: jmcfarland@escondido.org

Tel: 760-839-5429

ZOLL Medical Corporation

Worldwide Headquarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

QUOTATION 400188 V:1

DATE: October 14, 2021

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FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
		remotely view real-time data from the X Series® monitor/defibrillator screen via a cellular or WiFi connection • Subscription required and ordered separately					
2	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	6	\$870.35	\$676.00	\$4,056.00	*
3	8000-001392	Rainbow, RC-4, 4FT, Reusable EMS Patient Cable	6	\$252.35	\$200.90	\$1,205.40	*
4	8000-000393-01	X Series Carry Case, Premium	6	\$715.85	No Charge	No Charge	**
5	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	5	\$2,793.51	\$2,196.84	\$10,984.20	*
6	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries.	2	\$1,022.02	\$704.49	\$1,408.98	*
7	8300-0002-02	Dual Lumen NIBP Tubing Assembly, 5 FT, X Series	6	\$125.00	No Charge	No Charge	**

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
8	8000-0580-01	Six hour rechargeable Smart battery	21	\$519.75	\$421.00	\$8,841.00	*
9	8000-001405-01	Kit, MultiTech MTC Cat M1 Cell Modem, Verizon	6	\$921.85	\$733.90	\$4,403.40	*
10	REUSE-09-2MQ	Cuff, Child, 2-Tube, Twist lock connector	19	\$52.50	\$44.62	\$847.78	*
11	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist lock connector	23	\$52.50	\$44.62	\$1,026.26	*
12	8900-0400	CPR stat•padz HVP Multi-Function CPR Electrodes - 8 pair/case	6	\$605.64	\$482.16	\$2,892.96	*
13	8900-0810-01	pedi•padz® II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi•padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	30	\$99.75	\$81.79	\$2,453.70	*
14	8000-000875-01	Paper, Thermal, BPA Free (box of 6)	10	\$24.72	\$19.65	\$196.50	*
15	8000-0339	SpO2/SpCO/SpMet Rainbow Single use Sensors: Patients 10-50 kg (10 per case)	3	\$818.85	\$596.25	\$1,788.75	*

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
16	8 0 0 0 - 0 0 1 1 2 8	AccuVent Sensors (10/box)	3	\$643.75	\$515.00	\$1,545.00 **
17		Estimated Sales Tax at 7.75%				\$20,824.11
18	8 4 0 0 - 1 1 0 0 4 5	CaseReview Premium Subscription, X Series, 5 Year- Hosted. Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	12	\$2,054.85	\$2,054.85	\$24,658.20

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
19	8778-89005-WF	Worry-Free Service Plan, 5 Years. Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional lithium SurePower Batteries, discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. COMMENTS: ACCIDENTAL DAMAGE COVERAGE Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. BATTERY REPLACEMENT PROGRAM - Batteries must be maintained per ZOLL's recommended maintenance program. - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare	15	\$7,625.00	\$6,482.00	\$97,230.00 **

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
20	7800-0215	<p>Service contract, should the SurePower battery or SurePower Charger display a fault. - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician.</p> <p>Philips MRX EMS Trade-In</p>	15		(\$7,000.00)	(\$105,000.00) ***

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p>*Reflects National Purchasing Partners (NPP) Contract Pricing.</p> <p>**Reflects Discount Pricing.</p> <p>***Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>***Trade value guaranteed only through December 31, 2021.</p> <p><u>Line Item 18 will be governed by Terms & Conditions listed on http://www.zoll.com/SSTC. All other items will be governed by Terms & Conditions listed on http://www.zoll.com/GTC</u></p> <p>Pricing on Quote 400188 V:1 contingent upon receipt of valid purchase order for Quote # 399051 V:4.</p>				
TOTAL						\$306,410.40

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EXHIBIT 3

ZOLL Medical Corporation Quote No: 400188 V:1 EXTENDED WARRANTY & PREVENTIVE MAINTENANCE

Preventive Maintenance Terms and Conditions

1. Preventive maintenance ("PM") will be invoiced upon ZOLL's receipt of quote with an authorized signature (the "PM Contract") and, if available, a purchase order.
2. Any PMs that remain unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the customer. Any PMs that remains unused as of the end of the initial term of the Multi-year PM Contract will automatically roll over into the next year of the PM Contract. Any PMs that remains unused as of the end of the second and subsequent years of the PM Contract, will be forfeited and no monies will be refunded to the customer.
3. If the customer purchases new ZOLL equipment, unused PMs will be transferred to the new equipment at the end of the factory warranty.
4. If ZOLL determines during the course of performing PM that a repair is required and the device is not covered under warranty, ZOLL will request customer authorization in order to repair the device.
5. Upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy. The loaner will be provided for use while the device is being serviced by ZOLL.
6. It is e available for Preventative Maintenance at the scheduled times.

Extended Warranty Terms and Conditions

1. The ZOLL Extended Warranty ("EW") extends the term of ZOLL's Factory Warranty by the number of years selected by the customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the Factory Warranty. The EW does not apply to accessories.
2. The price of the EW will be invoiced upon ZOLL's receipt of quote with an authorized signature from the customer and, if available, a purchase order from the customer.
3. The EW is not transferrable and cannot be cancelled. However, if the customer replaces equipment covered by an EW with new ZOLL equipment, upon customer's request, the remaining time under the EW will be transferred to the new equipment at the end of the factory warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department within 60 days of date of shipment of new equipment. Failure to submit EW transfer request will result in the forfeiture of remaining EW.
4. If the customer has a claim under an EW, customer must call the ZOLL Help Desk (800-348-9011) to arrange for a Return Authorization in advance of sending the unit for evaluation at ZOLL Headquarters.
5. All repairs are performed at ZOLL headquarters in Chelmsford, MA. If a unit needs to be repaired, upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
6. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.

ExpertCare Services by ZOLL®

Dedication Beyond Delivery

ZOLL®

WORRY-FREE SERVICE PLAN: X Series®

The Worry-Free Service Plan is designed for customers who want the maximum coverage for their ZOLL device.

No surprises. No worrying.

The Worry-Free Service Plan is our most comprehensive plan, combining accidental damage coverage,* battery replacement, greater discounts on accessories, cables, and upgrades, and an on-site support option, including deployment of devices.**

The Worry-Free Service Plan provides:

- Accidental damage coverage*
- Lithium-ion SurePower™ battery replacement
- Annual on-site** preventive maintenance
- 24/7 Technical phone support
- Discounts on accessories and cables, additional batteries, and parameter upgrades
- Parts/labor on repairs for normal wear and tear
- ECG 12-lead cable replacement***
- Available on-site response option**

*Exclusions: Catastrophic damage/beyond repair will not be covered

**Dependent on geographical location

***Upon failure (excluding physical damage), with on-site support option

Battery Replacement Program:

- Batteries must be maintained per ZOLL's recommended maintenance program
- Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault
- Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician
- Up to three batteries per device will be covered for batteries acquired from ZOLL in last 36 months.
- For batteries acquired from ZOLL over 36 months ago, one battery per device will be covered

TRUST YOUR EQUIPMENT TO THE PEOPLE WHO KNOW IT BEST

We are committed to providing you with unparalleled service for all of your ZOLL devices.

NEED MORE INFORMATION?

Email: ServiceContractsAdmin@zoll.com

Phone: 800.348.9011

Contact your ZOLL representative

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We offer a variety of service contract options to suit your needs and your budget.

ExpertCare Service Plans: X Series	PM	BASIC	PRECISION	WORRY-FREE
Field Preventive Maintenance* <ul style="list-style-type: none"> • Handle replacement as needed • Screen protector installation • Tracking of PM schedule • Documentation for regulatory agencies 	●		●	●
Free loaner equipment shipped to arrive by 10 a.m. next business day	●	●	●	●
Telephone support 24/7	●	●	●	●
General software updates (\$499 value)	●	●	●	●
Shipping fees waived** (\$30 value)	●	●	●	●
Minimum service fee waived (\$285 value)	●	●	●	●
Discounted accessories/cables		●	●	●
Discounted lithium-ion SurePower™ II batteries		●	●	●
Repairs: Parts/labor covered for normal wear and tear		●	●	●
SurePower Charger: Parts/labor covered for normal wear and tear			●	●
Discounted parameter upgrade			●	●
Lithium-ion SurePower battery replacement upon end of life (exclusions apply)				●
Accidental damage coverage***				●
ON-SITE* SUPPORT (OPTIONAL) 48-72 hour response Technician will evaluate and pack device to return to ZOLL for repair			●	●
ECG 12-lead cable replacement (\$325 value) Upon failure (excluding physical damage), one for one/unit/year			●	●
On-site device deployment when repaired unit is returned				●

*Dependent on geographical location. **For PM Only Plan, will cover shipping of device for PM only.

***EXCLUSIONS: Catastrophic damage/beyond repair will not be covered.



ZOLL Equipment Deployment Plan



ZOLL Medical shall provide the deployment services outlined below:

- Equipment setup and configuration
- Product training
- 12 Lead transmission setup and configuration
- Data integration setup

A comprehensive education and deployment plan will be developed to meet each customer's unique requirements. The plan will include a combination of end-user training and train-the-trainer programs.

Product training will be provided by ZOLL's EMS Clinical Deployment Team. The Clinical Deployment Team is a specialized team of clinical educators/product experts. A brief description of the team is as follows:

- Specialized team of Clinical Educators
 - Responsible for all EMS equipment deployed in North America
 - All currently certified Paramedics
 - Extensive EMS and Firefighting background
 - Minimum credentials
 - National or State level certification at Paramedic level
 - 10 years of Paramedic level EMS experience
 - 10 years of EMS education experience at ALS level
 - Numerous instructor credentials
 - ACLS, PALS, BCLS, BTLs, PHTLS
 - Extensive specialized background
 - Data Integration
 - Academia
 - Project Management

Online Training

The customer will have full access to ZOLL's online X Series training program as an adjunct to deployment services provided. This modular program provides a comprehensive overview of the X Series Monitor Defibrillator. The program provides auditing and reporting capabilities for administrative staff to ensure end user compliance.

Onsite Educational Components

Super-user Training for Clinical, Educational and Supervisory Staff – 3 hours per session

ZOLL Clinical Deployment Services staff can provide all end-user training, or train in conjunction with each service's clinical training staff.

End-user Equipment Training – 90-120 minutes per session.

Training recommendation for classroom logistics – 2-3 end users per device.

ZOLL Medical will provide additional cardiac rhythm simulators in sufficient quantity to supplement training staff for duration of X Series equipment roll out.

Skills competency verification forms and supplemental documentation will be made available upon request.

Plans can be customized to meet specific scheduling, logistical and budgetary requirements of the agency.

CITY COUNCIL STAFF REPORT

Consent Item No. 6

December 01, 2021

File No. 0600-10

SUBJECT: Purchase one (1) Type 3 Wildland Brush Engine from Boise Mobile Equipment Inc. (BME) of Boise, Idaho.

DEPARTMENT: Public Works/Fleet Services

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2021-182, authorizing the Fleet Services Division to purchase one (1) Type 3 Boise Mobile Equipment wildland brush engine from Boise Mobile Equipment Inc. in the amount of \$399,872.73 through a Cooperative Purchase Contract with the State of California, Contract No. 1-17-23-21B. The State of California cooperative purchase price includes all taxes, delivery, operator and mechanic training, and all associated fees.

FISCAL ANALYSIS:

On October 27, 2021, the City Council approved a budget adjustment of \$450,000 using Fiscal Year 2021 General Fund end-of-year surplus for the purchase and replacement of one (1) Type 3 wildland brush engine and any necessary equipment.

BACKGROUND:

Type 3 wildland brush engines are specifically designed for fighting wildfires and are valuable during a large-scale wildland fire operation. All wildland brush apparatus are cross-staffed with on-duty crews to respond immediately within our community or can be deployed with call back personnel to assist other jurisdictions. The City currently owns three Type 3 brush engines located at Fire Stations 2, 3, and 4.

One of the existing Fire Department's Type 3 wildland brush engines has aged to the point that a critical failure in the near future is highly likely. Unit No. 3121 has been in service for 30 years and has exceeded the standard life expectancy of 20 years. With a 30-year-old firefighting apparatus, it has become extremely difficult to find replacement parts to properly repair and maintain. Many replacement parts are currently unavailable and have to be custom made or fabricated.

In recent years, for accessibility to remote areas and for firefighter safety, nearly all wildland firefighting apparatus are designed and built on 4-wheel drive chassis. Unit 3121 was designed and built on a 2-wheel drive chassis, which becomes problematic when called upon to fight remote wildland fires when access is almost always off-road. The new Type 3 BME replacement brush engine will be built on a 4-wheel drive chassis, based off the California Department of Forestry and Fire Protection (CAL FIRE) Model 34 specifications, which will increase our wildland firefighting capabilities and effectiveness.

Upon approval from the City Council, one (1) Type 3 wildland brush truck will be purchased from Boise Mobile Equipment Inc. of Boise, Idaho utilizing a Cooperative Purchasing Contract through the State of California, Contract No. 1-17-23-21B, as allowed per section 10-91 of the City of Escondido's Municipal Code authorizing the purchase of supplies and equipment utilizing cooperative purchase programs.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joseph Goulart, Director of Public Works

11/23/21 5:45 p.m.

ATTACHMENTS:

1. Resolution No. 2021-182
2. Resolution No. 2021-182 Exhibit "A"

RESOLUTION NO. 2021-182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AWARDING THE CONTRACT FOR THE PURCHASE OF ONE 2022 BOISE MOBILE EQUIPMENT WILDLAND BRUSH ENGINE (TYPE 3 WILDLAND BRUSH ENGINE) TO BOISE MOBILE EQUIPMENT OF BOISE, IDAHO

WHEREAS, the Fleet Services Division is replacing one (1) existing Type 3 wildland brush engine, City unit No. 3121, due to exceeding the standard life expectancy of twenty years, extensive hours of use, and current mechanical condition; and

WHEREAS, on October 27, 2021, City Council approved a budget adjustment of \$450,000 using FY 2021 General Fund end-of-year surplus for the purchase of a replacement Type 3 brush engine; and

WHEREAS, staff evaluated alternative manufacturers and the Boise Mobile Equipment Model 34 Wildland Brush Engine was selected as the best suited and most cost-effective unit; and

WHEREAS, Boise Mobile Equipment Inc. is the manufacturer of the Type 3 Wildland Brush Engine; and

WHEREAS, the State of California conducted a competitive bid process for Type 3 wildland brush apparatus and Boise Mobile Equipment Inc. was deemed to be the lowest most responsive bidder; and

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

WHEREAS, the City is utilizing cooperative purchasing with the State of California, under Contract No. 1-17-23-21B, as per section 10-91 of the Escondido Municipal Code; and

WHEREAS, staff recommends purchasing one (1) Boise Mobile Equipment Model 34 Type 3 Wildland Brush Engine in the amount of \$399,872.73, which includes sales tax and all other fees; and

WHEREAS, the purchase price includes all published and unpublished options, as shown in Exhibit "A", which is attached to this Resolution and is incorporated by this reference; and

WHEREAS, sufficient funds are available in Fund No. 229, Project No. 166102; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to authorize the purchase of one (1) Boise Mobile Equipment Model 34 Type 3 Wildland Brush Engine; and

WHEREAS, the existing Type 3 wildland brush engine being replaced by this purchase, as listed above, is deemed surplus property and is no longer required for public use; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve the disposal of the surplus Type 3 brush engine by public auction.

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

1. That the above recitations are true.
2. That the City Council is authorized to approve, on behalf of the City, the Cooperative Purchase through the State of California, as allowed per Escondido Municipal Code section 10-91.
3. That the City Council approves Resolution No. 2021-182 authorizing the Mayor, or his designee, to execute such documents necessary to purchase one (1) Boise Mobile Equipment Model 34 Wildland Brush Engine in the amount of \$399,872.73, which includes sales tax, delivery, operator and mechanic training, and all other fees.
4. That the City Council authorizes the disposal of the surplus Type 3 brush engine being replaced by this purchase through public auction by the City's contracted auction company.



November 9th, 2021

Re: (Escondido Fire Department)

On behalf of Boise Mobile Equipment, Inc., I am pleased to present this price for the new construction of one (1) Model 34 Fire Apparatus built on an International HV507 chassis.

California State Tag-on Contract #1-17-23-21B

Boise Mobile Equipment hereby quotes a price of **\$399,872.73 (three hundred ninety-nine thousand eight hundred and seventy-two dollars and seventy-three cents)** for the apparatus in accordance with the BME specifications and option sheet breakdown. This price does include a 7.75% local and state taxes. Delivery to Escondido Fire Department.

Build Time 19 to 21 months.

Boise Mobile Equipment is noted for durable product features, proven construction techniques, and high-quality craftsmanship. Extensive flexibility in design is inherent in the tubular style body construction employed by our firm. As a truly custom builder, we look forward to meeting your requirements to the highest level possible.

We look forward to building a high-quality apparatus for your department, built to the specifications, and backed by our dependable service. I appreciate your consideration of our firm's products and look forward to meeting with you to answer any remaining questions or concerns that you may have.

Best regards,

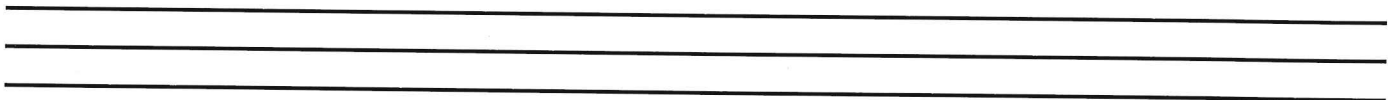
Jonathan Holmes
Fire Apparatus Sales
jholmes@bmeffire.com
W: 208-921-3711

ESCONDIDO F.D. ADD ITEMS	
HO Bostrom Air-Ride, Two (2) Front	
Seats will come with arm rest and recline	
With spare covers	\$3,345.00
16.5lb Front bumper Warn Winch	\$4,229.00
Pro-Mariner Charger Inverter 2000W	\$2,830.00
Add Foam level gauge at Pump panel	\$671.00
Add 2 Whelen Pioneer lights PCPSM1C	\$2,678.00
Add Federal Signal GTT Opticom-795	\$2,280.00
Add Safety Vision rear 620A camera /70RP	\$1,189.00
Delete Foam upload	\$575.00
Lettering on Door and upper Body	\$5,500.00
Delete Sigtronics	\$1,002.00
Add 4 Station Fire-Com System	\$3,855.00
Convert Left Brass compt to full pull-out	\$1,850.00
2 Trips for 3 people per trip	\$12,000.00
Contingency Fund	\$5,000.00
Total	\$43,850.00

Boise Mobile Equipment



COMMERCIAL CHASSIS MODEL 34 WILDLAND VEHICLE SPECIFICATIONS



Boise Mobile Equipment

DATE: 07-06-2020

SPECIFICATIONS AND STANDARDS

Each vehicle is required to meet the following regulations, standards and laws in effect on the date of the "Invitation for Bid" including revisions, to the extent specified.

- Federal Motor Vehicle Safety Standards (FMVSS)
- National Highway Traffic Safety Administration
- Code of Federal Regulations (CFR), Title 49, Chapter V-National Safety Bureau
- California Code of Regulations (CCR), Title 13
- California Vehicle Code (CVC)
- California Health and Safety Code
- California Air Resources Board Regulations (CARB)
- Original Equipment Manufacturer (OEM) Body Builder Standards and Guidelines
- National Fire Protection Association (NFPA) #1901 latest edition as it pertains.
- NFPA #1906 latest edition as it pertains.
- Society of Automotive Engineers (SAE) standards where applicable
- Part 15 of the Federal Communications Commission (FCC) Rules

DETERMINATION OF APPARATUS WEIGHT

Boise Mobile Equipment, Inc shall submit estimated "in-service" weight analysis required by applicable NFPA standards. This Excel computer weight analysis shall break down all major components of the apparatus and shall show the impact on percentage-of-load on the front and rear axles, total weight, and weight on each tire set.

The analysis shall evenly distribute the NFPA required minimum payload allowance or estimated equipment payload as provided by the purchaser into the specified compartments. The allowance for personnel, hose loads, water and foam fluids, and required NFPA equipment shall be outlined individually in the analysis and placed on the apparatus in its specific intended position.

CENTER-OF-GRAVITY ANALYSIS

Boise Mobile Equipment, Inc shall perform an estimated center of gravity calculation as required by the

Boise Mobile Equipment

applicable section of NFPA standards. This calculation shall include tilt angles, the estimated right to left load distribution, and load on each axle, including all specified major components.

LOW VOLTAGE TEST REQUIREMENTS

The fire apparatus low voltage electrical system shall be tested as required by this section and the test results shall be certified by the apparatus manufacturer. The certification shall be delivered to the purchaser with the documentation for the completed apparatus. The tests shall be performed when the air temperature is between 0 degrees Fahrenheit and 110 degrees Fahrenheit.

TEST SEQUENCE

The three tests defined below shall be performed in the order in which they appear. Before each test, the chassis batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. The failure of any of these tests shall require a repeat of the test sequence.

RESERVE CAPACITY TEST

The chassis engine shall be started and kept running until the chassis engine and engine compartment temperatures are stabilized at normal operating temperatures and the chassis battery system is fully charged. The chassis engine shall be shut off and the minimum continuous electrical load shall be applied for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the chassis engine. The chassis battery system shall then be capable of restarting the chassis engine. The failure to restart the chassis engine shall be considered a failure of this test.

ALTERNATOR PERFORMANCE TEST AT IDLE

The minimum continuous electrical load shall be applied with the chassis engine running at idle speed. The chassis engine temperature shall be stabilized at normal operating temperature. The chassis battery system shall be tested to detect the presence of a chassis battery current discharge. The detection of chassis battery current discharge shall be considered a failure of this test.

ALTERNATOR PERFORMANCE TEST AT FULL LOAD

The total continuous electrical load shall be applied with the chassis engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two hours. The activation of the electrical system load management system shall be permitted during this test. The activation of an alarm due to excessive chassis battery discharge, as detected by the system required by NFPA (current edition), or an electrical system voltage of less than 11.8 volts direct current for a 12 volt direct current nominal system, for more than 120 seconds, shall be considered a failure of this test.

LOW VOLTAGE ALARM TEST

Boise Mobile Equipment

Following the completion of the tests described above, the chassis engine shall be turned off. With the chassis engine turned off, the total continuous electrical load shall be applied and shall continue to be applied until the excessive battery discharge alarm activates. The chassis battery voltage shall be measured at the battery terminals.

The test shall be considered to be a failure if the low voltage alarm has not yet sounded 140 seconds after the voltage drops to 11.70 volts direct current for a 12 volt direct current nominal system. The chassis battery system shall then be able to restart the chassis engine. The failure of the chassis battery system to restart the chassis engine shall be considered a failure of this test.

The completed fire apparatus shall undergo a complete 12 volt electrical load and performance testing per applicable sections of NFPA standards with inspection and test sheets included in delivery documentation.

DOCUMENTATION

The apparatus manufacturer shall provide the results of the low-voltage electrical system performance test, certified in writing, with the documentation provided to the purchaser at the time of delivery of the completed apparatus.

The test results shall consist of the following documents:

- (1) Documentation of the electrical system performance tests.
- (2) A written electrical load analysis, including the following:
 - (a) The nameplate rating of the alternator.
 - (b) The alternator rating under the conditions specified in NFPA 1906 (current edition).
 - (c) Each of the component loads specified that make up the minimum continuous electrical load.
 - (d) Additional electrical loads that, when added to the minimum continuous electrical load, determine the total continuous electrical load.
 - (e) Each individual intermittent electrical load.

TEST RESULTS

Boise Mobile Equipment Inc. shall provide results of the apparatus testing and shall certify the following:

The weight of the completed apparatus, when loaded to its estimated in service weight, does not exceed the GVWR and GAWR of the chassis.

The complete unit, when loaded to its estimated in service weight, meets the weight distribution and vehicle stability requirements, as defined in the current NFPA guidelines.

The unit meets all required federal standards pertaining to the manufacturer and completion of the apparatus and a label tag has been affixed to the apparatus by the manufacturer stating same.

Boise Mobile Equipment

Boise Mobile Equipment Inc. shall provide all testing results, including engine, speed, acceleration, road ability, braking, and auxiliary braking to the Purchaser at the time of delivery.

GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, Boise Mobile Equipment shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.

This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, valves, signaling devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in as much as they are usually warranted separately by their respective manufacturers, or are subject to normal wear and tear.
- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience or other incidental expenses.
- Any apparatus which has been repaired or altered outside of the apparatus manufacturer's factory in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER AND ALL OTHER OBLIGATIONS OR LIABILITIES. FURTHER, THE COMPANY EXCLUDES LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE

Boise Mobile Equipment

Return the vehicle to any Boise Mobile Equipment, Inc dealer/authorized service center; Return the vehicle to Boise Mobile Equipment Inc. or contact Boise Mobile Equipment Inc. Boise Mobile Equipment Inc. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

MATERIAL AND WORKMANSHIP

All equipment provided shall be guaranteed to be new and of current manufacture, and unless specified otherwise, shall meet all requirements of these specifications and prevailing NFPA documents and be in condition at time of delivery for use as specified for this type of apparatus.

All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a functional apparatus with a high quality aesthetic appearance.

The construction shall be rugged and ample safety factors shall be provided to carry the loads specified to meet both on and off road requirements.

The apparatus shall be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles, so all specified equipment, with a full complement of personnel, can be carried without damage to the apparatus.

BODY AND STRUCTURAL WARRANTY

Boise Mobile Equipment shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME, to affect it's stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the

Boise Mobile Equipment

company's behalf unless made in writing by the company.

DARLEY FIRE PUMP WARRANTY

A three (3) year warranty on the Darley fire pump shall be provided. The provisions of this warranty shall be described in the completed apparatus documentation.

PLUMBING WARRANTY

The stainless steel fire pump plumbing shall carry a ten (10) year parts and labor warranty against defects in workmanship and perforation corrosion.

AKRON VALVE WARRANTY

The Akron valves shall carry a ten (10) year parts and labor manufacturer's warranty. Provisions of this warranty shall be provided with the completed apparatus documentation.

WATER TANK WARRANTY

The polypropylene water tank that is specified to be supplied with this apparatus shall be warranted by the water tank manufacturer for a "lifetime" period from the date that the apparatus is put into service. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

FOAM TANK WARRANTY

The foam tank shall carry a "lifetime" warranty against defects in workmanship and perforation corrosion. The provisions of this warranty shall be provided in the delivery documentation.

PAINT WARRANTY

Boise Mobile Equipment, Inc shall provide a seven (7) year paint warranty which shall cover peeling and/or delamination of the top coat and other layers of paint, cracking or checking, loss of gloss caused by cracking, checking or chalking, and any paint failure caused by defective paint materials covered by the paint manufacturer's material warranty.

CHASSIS WARRANTY

The specified chassis shall be provided with the chassis manufacturer's warranty. The exact provisions of this warranty shall be supplied with the completed apparatus documentation.

APPARATUS OPERATION MANUAL(S)

Boise Mobile Equipment shall provide one (1) printed apparatus operational manual(s).

TWIST TEST

Boise Mobile Equipment

The apparatus shall be twist tested by elevating the tires on opposite corners of the apparatus to a height of at least 12 inches, while the keeping the other tire sets on the ground the apparatus shall have passed the test if the door on the body can be opened freely.

This test was performed on the first unit and has satisfied the requirements of CalFire.

IDENTIFICATION PLATE

A plate identifying the manufacturer, tare weight, gross vehicle, date of manufacture and all other information as specified in CFR. Title 49, Part 567 section 567.4 and 567.5 as applicable shall be attached to the vehicle.

APPARATUS DIMENSIONS

- Wheelbase of chassis: 183.00"
- Cab to axle dimension: 64.10"
- Overall apparatus length: 322"

CHASSIS SPECIFICATIONS

Base Chassis, Model HV507 SFA with 183.00 Wheelbase, 64.10 CA, and 65.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 4x4

Notes

Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL

BUMPER, FRONT Steel, Swept Back

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 181" (460cm) Through and Including 205" (520cm)

Boise Mobile Equipment

AXLE, FRONT DRIVING {Meritor MX-12-120 EVO} Single Reduction, 12,000-lb Capacity, with Hub Piloted Wheel Mounting

AXLE, FRONT DRIVING, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 12,000-lb Capacity; with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, SPRING Rotated Forward and Up For Maximum Ground Clearance with 4x4

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

AIR COMPRESSOR {Cummins} 18.7 CFM Capacity

AIR DRYER LOCATION Mounted Inside Left Rail, Behind Transfer Case Mounting

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

DRAIN VALVE (3) Petcocks, for Air Tanks

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

DRIVESHAFT {Dana Spicer} SPL170XL Series in lieu of SPL140

AFTERTREATMENT COVER Polished Aluminum

Boise Mobile Equipment

EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side, Under Cab, for Single Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab, for All-Wheel Drive

ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch

SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2) Disc Style

FOG LIGHTS Prewire; Includes Auxiliary Switch and Wiring to Front Bumper, for Driving Lights or Fog Lights Mounted by Customer

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR {Delco Remy 28SI} Brush Type, 12 Volt 200 Amp. Capacity, Pad Mount, with Remote Voltage Sensor

BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total

RADIO AM/FM/CD/WB/Clock/3.5MM Auxiliary Input

SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars

BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box

DATA RECORDER Includes Display Mounted in Overhead Console

STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated

ALTERNATOR PULLEY 2.4" Diameter for Increased Alternator Output at Idle; for Fire Truck Application

Boise Mobile Equipment

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

HORN, AIR ACCOMMODATION PACKAGE; less Horn

BATTERY BOX Steel, with Fiberglass Cover, Mounted 53" Back of Cab, Left Side Perpendicular to Frame Rail

RUNNING LIGHT (2) Daytime

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection

COURTESY LIGHT (4) Mounted In Front & Rear Map Pocket Left and Right Side

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

INDICATOR, BATTERY WARNING Green BATTERY ON Indicator, Mounted on Left Side of Instrument Panel, To be Used with Factory Installed or Customer Mounted Battery Disconnect Switch

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at PDC and Control in Cab

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

BATTERY DISCONNECT SWITCH 300 Amp; Cab Mounted, Disconnects Charging Circuits; Locks with Padlock

FENDER EXTENSIONS Omit

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

Boise Mobile Equipment

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

BUG SCREEN Mounted Behind Grille

FRONT END Tilting, Fiberglass, with Three Piece Construction; for WorkStar/HV

GRILLE EMBER SCREEN Mounted to Grille and Cowl Tray to Keep Hot Embers out of Engine and HVAC Air Intake System

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT SCHEMATIC ID LETTERS "WK"

PAINT IDENTITY, PT-2 Two Tone, Instruction No. 946. Frame/Running Gear and Wheels, Less Fuel Tank

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

KEYS - ALL ALIKE Fleet - Includes Ignition and Cab Door Keys

PROMOTIONAL PACKAGE Government Silver Package

KEYS - ALL ALIKE, ID I-1003 Compatible with Z-001

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

ENGINE, DIESEL {Cummins L9 350} EPA 2017, 350HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed

RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler

Boise Mobile Equipment

AIR CLEANER Dual Element

FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2018

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)

ENGINE WATER COOLER {Sen-Dure} Auxiliary, For Use with Fire Trucks

EMISSION COMPLIANCE Engine Shutdown System Exempt Vehicles, Complies with California Clean Air Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3000 EVS} 5th Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, Max, GVW N/A

TRANSFER CASE {Meritor T-4210 2} 2 Spd, 10000 lb-ft Total Capacity, without Provision for PTO, with Electric Over Air Control, with Lube Pump

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSFER CASE LUBE {EmGard 50W} Synthetic; 1 thru 14.99 Pints

OIL COOLER, TRANSFER CASE Remote Mounted Back of Cab

TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Emergency Vehicle Series (EVS); Rescue, Ambulance

SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming

PTO LOCATION Dual, Left and Right Side of Transmission

AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 4.89

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SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity

SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity

SHOCK ABSORBERS, REAR (2)

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints

DEF TANK 9.5 U.S. Gal. 35.9L Capacity, Frame Mounted Outside Left Rail, Under Cab

LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab

FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab

AUXILIARY FUEL DRAW TUBE Located at Auxiliary Port on Fuel Tank

CAB Conventional 6-Man Crew Cab

AIR CONDITIONER with Integral Heater & Defroster

GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display

SEATBELT WARNING PREWIRE Includes Seat Belt Switches and Seat Sensors for all Belted Positions in the Cab and a Harness Routed to the Center of the Dash for the Aftermarket Installation of the Data Recorder and Seatbelt Indicator Systems, for 4 to 6 Seat Belts

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {H.O. Bostrom Sierra Air 100} NFPA Compliant, Air Suspension, High Back, Vinyl with Covered Back and International Logo on Headrest, for Fire Truck

SEAT, PASSENGER {H.O. Bostrom Sierra Air 100} NFPA Compliant, Air Suspension, High Back, Vinyl with Covered Back, International Logo on Headrest, for Fire Truck

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GRAB HANDLE (2) Chrome Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry, Mounted Left and Right, Each Side at "B" Pillar

GRAB HANDLE, ADDITIONAL EXT (2) Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; Mounted Left and Right Side on Exterior, Rear of Rear Doors, with Crew Cab

SEAT, REAR {National} BENCH; Full Width; Vinyl, with Fixed Back and Two Integral Outboard Headrests

MIRRORS (2) Power Adjust, Thermostatically Controlled Heated Heads, LED Clearance Lights, Bright Finish Heads and Arms, Black Brackets, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides

SEAT BELT All Red; 4 to 6

CAB INTERIOR TRIM Classic, for Crew Cab

CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator

HOURLY METER, PTO for Customer Provided PTO; with Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (4) and Manual Door Locks, Front and Rear Doors, Left and Right

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps Per Door, for use with Crew Cab

STEP, STANDARD, OMIT Driver & Passenger Sides, Omit Rear Steps for use with Crew Cab

WHEELS, FRONT {Accuride 42644} DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

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WHEELS, REAR {Accuride 42644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEEL SEALS, REAR {Stemco Voyager} Oil Lubricated Wheel Bearings

(2) TIRE, FRONT 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

(4) TIRE, REAR 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

MISCELLANEOUS Paint Schematic 23DGM--Red 2303 Color #1, White 9219 Color #2

CAB SEATING AND WEIGHT ALLOWANCE

A warning label shall be installed in the cab to indicate seating positions for five (5) people. A weight allowance of 250 pounds shall be calculated for each person.

SAFETY INSTRUCTION LABELS

All required safety and/or instruction, signs, labels or plates shall be permanent in nature, securely attached and must be capable of withstanding the effects of extremes of weather and temperature. All exterior mounted labels or plates must be engraved metal.

If any O.E.M warning or instruction labels in the cab need to be removed for component mounting, new labels shall be installed. In addition to the O.E.M safety labels, signs or plates, the following plates shall be provided and installed in the appropriate areas of the apparatus.

“Fasten Seat Belts”

“NO SMOKING”

“Do Not Ride on the Tail Board”

Apparatus Dimension Plate, height, width and length (located within driver’s view)

“CAUTION HOT EXHAUST” (located near the DPF if equipped and exhaust tail pipe)

“THIS ENGINE CANNOT IDLE FOR MORE THAN 5 MINUTES CA Environmental Regulation”.

Located in the cab.

Apparatus Body Manufacturer I.D. Plate

Pump I.D. and Rating Plate

“Air Filter Ember Protection Screen require routine inspection” (located on dash)

These decals shall be capable of withstanding the effects of Diesel and Diesel Exhaust Fluid:

“DIESEL FUEL” (located on the vehicle fuel tank(s))

“DEF Fluid” (located on the DEF tank)

Chassis Fluid Plate that shows the specific type of fluid for the following:

Engine Oil

Engine Coolant

Power Steering

Transmission

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Drive Axle Gear Oil
Transfer Case Gear Oil (if applicable)
Pump Transmission Oil

MANUFACTURER LOGO

The apparatus shall include a Boise Mobile Equipment logo plaque which shall be affixed at the rear of the apparatus.

REAR FRAME RAIL LENGTH

The rear frame rails shall be shortened by the final stage manufacturer to accommodate the length of the apparatus body.

FRONT TOW PLATE

One (1) bolt-on tow plate shall be installed at the front of the chassis. The tow plate shall be painted with black durabak.

REAR BUSTLE

One heavy-duty tow bustle shall be provided at the rear of the apparatus, below the rear step. The bustle shall be mounted to the chassis frame.

BUMPER PLATFORM

The front bumper extended frame rails shall feature an overlay constructed of .125 inch, 5052 grade, aluminum deck bright which shall offer space for mounting components necessary to the apparatus. The bumper extension shall measure approximately sixteen (16) inches from the cab to the front face of the extension and shall be approximately eight (8) inches in height.

FRONT BUMPER EXTENSION

A front bumper extension shall be provided at the forward end of the chassis frame rails. The bumper extension shall be covered with aluminum diamond plate. Support bracing shall be provided as required. The ends of the aluminum diamond plate cover shall be radiused and ground smooth.

LEFT HAND -- FRONT BUMPER COMPARTMENT

One (1) recessed hose storage compartment shall be installed in the left side of the bumper. The compartment shall be constructed of smooth aluminum. The floor of the compartment shall be lined with Dri-Dek or comparable grating and drain holes.

BUMPER COMPARTMENT NYLON HOLD DOWN STRAP

One (1) nylon strap with a buckle shall be installed on the specified front bumper compartment. The nylon strap shall act as a hold down mechanism for the hose in the compartment.

CENTER -- FRONT BUMPER COMPARTMENT

A hose compartment to accommodate 100 feet of 1¾-inch pre-connected double jacket fire hose and combination nozzle shall be provided. The compartment shall be manufactured and installed behind the 16 inch

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extended front bumper. The compartment shall be full width between the frame rails, shall not extend below the bumper, and shall include Black Turtle Tiles and drain holes on the floor.

The hose shall be accessible from the top of the compartment and this compartment shall have an aluminum diamond plate cover to match the gravel shield, be hinged on the rear and secured with a twist or thumb latch. The cover shall be designed as to allow for the hose to be pre-connected from either front discharge or not impact the front grill while held in the open position with a gas shock. To ensure cracking and breakage will not occur the storage box will be insulated when attached to the frame.

BUMPER COMPARTMENT DOOR

An aluminum tread plate door shall be installed on the specified front bumper compartment. The non-skid surface door shall have a stainless steel hinge at the rear, latch, and hold open device installed.

RIGHT HAND -- FRONT BUMPER COMPARTMENT

One (1) recessed hose storage compartment shall be installed in the right side of the bumper. The compartment shall be constructed from smooth aluminum. The floor of the compartment shall be lined with Dri-Dek or comparable grating and drain holes.

BUMPER COMPARTMENT NYLON HOLD DOWN STRAP

One (1) nylon strap with a buckle shall be installed on the specified front bumper compartment. The nylon strap shall act as a hold down mechanism for the hose in the compartment.

FRONT BUMPER PAINTED

The front bumper shall be painted to match the chassis color.

AIR HORN

A Grover Model # 1512, or #1510 Stutter Tone air horn, activated by a cab floor mounted foot switch (driver's side) shall be supplied and installed forward of the cab. All tubing shall be loomed and clamped the entire length. The horn supply line, DOT approved synflex air hose, if routed from an air tank shall terminate at a threaded bulkhead connector at the cab firewall. A separate weatherproof air horn button shall also be mounted on the left pump panel and be properly labeled.

The air horn mounting location shall be determined at the pre-construction conference.

AIR HORN FOOT SWITCH

One (1) foot switch shall be provided and installed. The foot switch shall be located on the driver's side of the floor and shall activate the air horn system.

AIR HORN PUSH BUTTON SWITCH

One (1) push button switch shall be provided on the pump panel. The switch shall activate the air horn system.

EXHAUST HEAT SHIELD

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The underside of the apparatus shall be provided with a heat shield. The heat shield shall be installed under the body in the areas where the exhaust system is routed.

EXHAUST MODIFICATION

The underside of the apparatus shall be provided with a heat shield. The heat shield shall be installed under the body in the areas where the exhaust system is routed. The exhaust shall then be modified to accommodate the customer's request.

The exhaust shall terminate on the passenger side, in front of the rear wheels.

There shall be a label applied to the body that says "CAUTION HOT EXHAUST".

FRONT MUD FLAPS

Two (2) each heavy-duty plain black, "fabric inserted", mud flaps shall be provided with one (1) each installed behind each rear wheel. Mud flaps shall be attached to the leading edge of the hood to eliminate debris from being deposited on top of the front bumper area. Additional mud flaps shall be installed on the rear of the hood quarter fenders to prevent debris from damaging or lodging on the front steps, air tanks and fuel tanks.

REAR MUD FLAPS

The chassis shall be supplied with mud flaps with the manufacturer's logo. The mud flaps shall be installed behind the rear wheels.

LEFT SIDE CAB STEP

The apparatus shall be equipped with a chassis fuel tank and step area. The fuel tank and step area shall be located on the left side of the commercial chassis. The fuel tank shall be covered with aluminum tread plate. The step shall feature a non-slip step surface.

DRIVER'S SIDE UNDER CAB COMPARTMENT

The apparatus shall be equipped with an enclosed stainless steel compartment located under the left side of the cab. The compartment shall measure approximately 36" wide x 18" high x 21" deep with a D-ring style latch.

The door shall be painted job color.

The compartment shall have double vertically hinged doors with no center post.

SLIDE TRAY

The left under cab compartment shall have these additional items installed, a 10-gauge reinforced plain anodized aluminum sliding drawer-type tray with a 4-inch vertical flange on all sides to be utilized for the storage of nozzles and adapters

The tray shall utilize the maximum available space within this compartment and have extra heavy duty 500 pound lock-in/lock-out roller glides with stops to prevent it from sliding all the way out and to hold it securely in place when the compartment door is opened or closed.

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The brass box tray shall feature adjustable 16 section slotted 4-inch high "egg-crate" divider designed for vertical storage of various nozzles and adapters.

COMPARTMENT LIGHTING

Two (2) Whelen 9" fluorescent series tube lights shall be installed in each of the specified compartment(s).

PASSENGER'S SIDE UNDER CAB COMPARTMENT

The apparatus shall be equipped with an enclosed stainless steel compartment located under the crew door on the right side of the cab. The compartment shall measure approximately 41" wide x 18" high x 21" deep with a D-ring style latch.

The door shall be painted job color.

The compartment shall have double vertically hinged doors with no center post.

SLIDE TRAY

A slide tray shall be installed in the specified under cab compartment.

COMPARTMENT LIGHTING

Two (2) Whelen 9" fluorescent series tube lights shall be installed in each of the specified compartment(s).

CAB STEPS

Aggressive, extruded aluminum surfaces shall be installed on each of the cab steps areas.

CAB DOOR REFLECTIVE PANELS

The cab doors shall include white reflective trim installed inside each door. This trim shall be approximately 5" in height and as long as the door is wide.

IN CAB STORAGE

The area beneath the rear bench seat shall also be enclosed with two (2) swing down, full width compartment doors across the forward side of the rear passenger seat frame. The compartments shall have a center vertical jamb, be properly reinforced, provided with positive latches so they will not open under hard braking and mounted to the cab floor with a full length polished stainless steel hinge.

The under seat enclosures and doors shall be fabricated from powder coated 1/8-inch aluminum. The doors will be constructed as to allow for maximum usage of under seat frame openings.

BATTERY RELOCATION

The battery system provided by the chassis manufacturer shall be relocated. The relocation point shall be finalized during the pre-construction meeting.

UNDERHOOD LIGHTS

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There shall be two (2) Tecniq LED light(s) installed under the hood of the chassis.

AIR FILTER EMBER PROTECTION SCREEN AND WARNING LABEL

An ember protection screen and warning label, stating: "This apparatus is equipped with an air filter ember protection screen; routine inspection is required," shall be provided and installed in the apparatus cab interior. This label shall be located so that it is visible from the driver's seating position.

AIR FILTER EMBER PROTECTION SCREEN WARNING LABEL

A warning label, stating: "This apparatus is equipped with an air filter ember protection screen; routine inspection is required," shall be provided and installed in the apparatus cab interior.

EMBER SEPARATOR -- FRESH AIR INTAKE TO CAB

The cabin air filter shall be protected by an ember guard with a maximum mesh opening of 0.039 inches.

EMBER SEPARATOR WARNING LABEL

A final stage manufacturer shall install an applicable warning label for cleaning the NFPA required ember separator screen.

Ember Separator, Screen, Installation, Air Cleaner

FUEL TANK SKID PLATE

A heavy duty removable skid plate shall be fastened to the bottom side of the fuel tank. The skid plate shall have the front and rear sides turned up to prevent digging into the ground when the apparatus is in off road conditions. The skid plate shall be painted body or frame color.

Fuel Tank Scuff Plating

AIR, FUEL, ELECTRICAL LINE PROTECTION

All air lines, fuel lines and electrical harnesses below the chassis frame rails shall be protected with fire resistive sleeves.

GROUND STRAP

An electrical ground will be installed from the "tank/body" assembly to the truck frame. This ground will be a cable equal to the O.E.M ground.

FUEL TANK VENTING

The O.E.M fuel tank vent line shall be extended from the fuel tank and vented to the atmosphere. The vent line shall extend vertically from the tank to the bottom of the cab rear window and then bend 180 degrees towards the ground. A vent plug orifice (#60 drill size) shall be installed into the upper end of each line. No fuel tank roll over protection check valves shall be removed from the fuel system. Any chassis fuel system modifications shall be fully compliant CARB regulations, CVC and FMVSS.

All fuel vent lines shall be copper, steel, or Aeroquip hose, and shall be loomed, "grommeted", and firmly clamped in position to prevent chafing or damage and all synflex fuel hoses shall be wrapped with fire wrap lagging capable of withstanding temperatures in excess of 250°C.

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The fuel tanks and lines shall be protected as necessary from exhaust heat through the use of heat shields or baffles. Use only metal fasteners, coated or insulated for maximum fuel line protection.

ECM PROGRAMMING

The cab and chassis ECM shall be programmed as required to allow the use of the OEM cruise control feature as a manually-controlled fast idle and as a backup to the pump operator's panel throttle.

AIR CONTROL SYSTEM

A pressure protection valve and pressure regulator shall be installed in the first tank (wet tank) of the air system to control all air-operated accessories. All airline fittings shall be DOT approved brass or stainless steel only all other steel or plastic fittings and air lines are not acceptable.

Bulkhead fittings are required on air lines that are routed into the cab or through other partitions. The airlines shall be DOT approved, and shall be properly loomed, clamped and protected from heat or abrasion.

EXTERIOR CAB TRIM

If provisions allow on the chassis, a rubber debris skirt will be installed to prevent debris and embers from entering between the cab and frame. The debris skirt will be attached with a 12 gauge brushed stainless steel trim piece the full length along the lower body seam below the cab doors.

The trim shall be fastened to the body seam with evenly spaced 10/32 stainless steel Phillips head machine screws and nylock nuts.

FIRE PUMP SPECIFICATIONS

A Darley model JMP 500 GPM two stage fire pump shall be installed. Power to drive the pump shall be provided by the same engine used to propel the apparatus. The pump shall be equipped with a series-parallel changeover valve control on the pump panel.

Pump casing shall be a fine grain cast iron, with a minimum tensile strength of 30,000 PSI. Pump shall contain a cored heating jacket feature that, if selected, can be connected into the vehicle antifreeze system to protect the pump from freezing in cold climates, and to help reject engine heat from engine coolant, providing longer life for the engine. Seal rings shall be renewable, double labyrinth, wrap around bronze type.

The pump shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair.

Bearings provided shall be heavy duty, deep groove, radial-type ball bearings. Sleeve bearings on any portion of the pump or transmission shall be prohibited due to wear, deflection, and alignment concerns. The bearings shall be protected at all openings from road dirt and water splash with oil seals and water slingers.

The impeller shall be a high strength bronze alloy, splined to the pump shaft for precision fit, durability, and ease of maintenance. Impeller shaft oil seals shall be constructed to be free from steel components except for

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the internal lip spring. The impeller shaft oil seals shall carry a lifetime warranty against damage from corrosion from water and other fire-fighting fluids.

The pump transmission case shall be heavy-duty cast iron with adequate oil reserve capacity to maintain low operating temperature. Pump ratio to be selected by the manufacturers engineering department. Gears shall be helical in design and precision ground for quiet operation and extended life. Gears to be cut from high strength alloy steel, ground, and carburized. Chain drive and/or design requiring extra lubricating pump is not acceptable.

Pump drive shaft shall be precision ground, heat-treated alloy steel, with a 1-3/8 spline. Gears shall be helical design, and shall be precision ground for quiet operation and extended life. The pump transmission shall require no further lubrication beyond that provided by the intrinsic action of the gears, to reduce the likelihood of failure due to loss of auxiliary lubrication.

FIRE PUMP MOUNTING

The pump shall be installed in the apparatus in such a manner that other assemblies, plumbing and mounting hardware do not hinder removal of the fire pump with minimal effort and downtime. In addition, it shall be designed so that repairs can be made in a timely manner. The pump gear case(s) shall be mounted integral to the fire pump.

All brackets used in mounting the pump shall be constructed of a minimum 3/8-inch steel plate with SAE Grade 8 bolts. The mounting brackets and installation shall be done in such a fashion as to ensure the fire pump may be easily removed for repairs. The removal of the pump shall be accomplished without having to cut or distort the mounting brackets, air cylinders, hoses, plumbing, and wiring.

The fire pump pressure/volume controls shall not interfere with removal. The use of Victaulic couplings to facilitate the easy removal of the fire pump is required.

To insure proper ground clearance due to the off road capabilities of the apparatus, the main pump, plumbing, and required pump drivelines shall not extend below the chassis driveline or interfere with the chassis "brake-over" angles. All related plumbing and components shall be mounted as high as possible between the chassis frame rails. Pump location to be finalized at the pre-construction conference.

MECHANICAL SEAL

The mechanical seal shall use silicon carbide mechanical seals with welded springs. The stationary face of our mechanical seals shall be made from silicon carbide, an extremely hard and heat dissipative material, which resists wear and dry running damage.

PTO PUMP SHIFT SPECIFICATIONS - NO PUMP AND ROLL

The main fire pump shift controls shall be mounted in the cab and identified as "PUMP SHIFT" and shall include a permanently inscribed pump shift instruction I.D. plate. The pump shift controls shall include

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indicating lights located on the in-cab and left pump panels that advise the operator that the pump shift has been completed and it is O.K. to pump.

The following indicator lights shall be included with pump shift.

1. A green indicator light, labeled "PUMP ENGAGED" shall indicate pump shift has successfully been completed.
2. A green indicator light, labeled "OK TO PUMP" shall indicate the chassis transmission is in proper gear and parking brake is engaged.
3. Pump shift and interlocks shall comply with applicable sections of NFPA standards.
4. The pump shift shall have an instruction label and nameplate to indicate proper pump shift instructions.

The main pump shall be used for stationary pumping only. The main pump shall include a lock-out system that is interfaced with the apparatus electrical and parking brake systems and is designed to keep the main pump from being used in pump and roll operations.

The exact mounting location of the pump shift controls shall be finalized at the pre-construction conference.

TRANSFER VALVE CONTROLS

An air cylinder or electric motor that is pump manufacturer supplied that allows the main pump to transition between the pressure and volume modes shall be provided. The transfer valve controls shall be mounted on the left pump operator's panel, featuring indicator lights and nomenclature plates that identify the respective pressure and volume mode.

If the transfer valve is air actuated, it shall feature heat shielded air hoses and utilize the largest cylinder practical to ensure a positive transition between the pump modes.

FIRE PUMP ANODE SYSTEM

The fire pump plumbing system shall be provided with an anode system to reduce corrosion within the piping. The anodes shall be bolt-in or screw-in type and easily replaceable.

ELECTRIC PRIMER SPECIFICATIONS

A 12 volt electrically driven positive displacement fire pump primer system shall be installed. The priming pump shall be constructed of heat treated aluminum and hard coat anodized and shall not use oil in the operation. The system shall perform in compliance to applicable NFPA standards. A single, push-button control shall be located on the pump operator's panel with a label.

A "yellow" primer engaged light shall be installed.

THERMAL RELIEF VALVE

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A Waterous Overheat Protection Manager model # 82516-1D, with overheat indicator light shall be provided with the return line plumbed to the area below the left pump panel. The nameplate, test switch and light shall be located on the left pump panel.

FIRE PUMP TEST

The fire pump shall undergo factory fire pump tests for a minimum of 30 minutes of continuous pump at rated capacity at rated net pump pressure prior to delivery of the completed apparatus. The complete pump test shall include a pressure control test, a priming system test, a vacuum test and a water tank to pump flow test. The factory pump testing results shall be furnished on delivery.

FIRE PUMP PTO AND DRIVELINES

A transmission mounted pressure lubed, electric over hydraulic PTO, shall be provided. The PTO will be of the proper design and type specified by both the pump and transmission manufacturers capable of handling the specific pump RPM and torque loads. The pump transmission shall be engaged by a guarded toggle switch which will lock in both the road and the pump mode to ensure accidental pump engagement or disengagement. The pump shift controls shall be located in the cab within easy reach of the operator and shall include indicator lights as mandated by NFPA # 1901 latest editions.

The fire pump and gear case shall be mounted in such a manner that the PTO driveline angles do not exceed the manufacturer's recommended angles for the u-joints and shall be of the proper series and type specified by the pump and PTO manufacturer's. The manufacturer shall provide a documented analysis of the driveline torsional tolerances. The driveline(s) shall be automotive tube style, with slip yokes and u-joints or if necessary, constant velocity joints to ensure smooth operation and be both statically and dynamically balanced. All driveline installation will be done in such a fashion as to ensure adequate clearance between all components, wiring and air lines.

INTAKE DUMP VALVE

An Elkhart model #40/40 intake dump valve shall be provided and mounted on the suction side of the pump. The discharge piping of the dump valve shall be a minimum of 2-1/2" diameter and shall terminate with a 2-1/2" male NST adapter. The excess water shall be discharged to the ground. A label shall be provided indicating: "DUMP VALVE DISCHARGE, DO NOT CAP".

MASTER PUMP DRAIN

A Class 1 brass manual master drain valve shall be provided to drain the main and auxiliary pump plumbing and pump housings. The master drain valve shall be located on the lower side of the left pump panel.

MAIN PUMP PLUMBING

The PTO main pump plumbing system shall utilize stainless steel piping incorporating hosing to allow for flex. The piping shall utilize TIG welding to provide a complete seal. Hard angles shall be avoided when possible to improve water flow characteristics. The piping shall utilize Victaulic couplers whenever possible to allow flex as the body module flexes.

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Threaded sections of piping shall be avoided to reduce the leak potential of the system. Victaulic couplers shall be used in place of threading to reduce leak potential. Schedule 10 stainless steel piping shall be used for transport type piping. Schedule 40 stainless steel shall be used for areas requiring threading to provide a stable threading base. Brackets shall be installed to support threading locations thereby reducing the potential for leaks.

All hoses shall be connected directly to the tank due to the different flex ratios of the tank to body. Any front discharges, any rear discharges, and all cross lays shall use hose to reach the actual discharge. The use of hose shall be utilized due to the difference in flex or movement between the discharge location and the pump connection. Drain lines shall be provided at the lowest points in the plumbing system to allow for complete drainage.

All piping shall be hydrostatically tested to assure structural integrity in accordance with NFPA 1901 standards, with the test results submitted to purchaser upon delivery.

The plumbing shall be unpainted.

Transfer Valve Controls

PORTABLE PUMP

A Darley 1½ AGE or equal, auxiliary fire pump, shall be provided for pump and roll operations. The auxiliary fire pump shall provide pressure to all 2-inch discharge valves only including the hose reel and be capable of recirculating tank water for pump cooling purposes through the 2-inch tank filler valve.

The pump casing shall be manufactured of hard anodized aluminum alloy with a bronze impeller and wear rings, stainless steel impeller shaft and provided with a self adjusting mechanical pump seal and drain cock to drain the pump body, drain cock shall be mounted at the lowest portion of the pump body to allow complete drainage of pump housing.

The pump and water cooled diesel power unit assembly shall be mounted on a sub-frame on the upper right side of the apparatus above the main pump module and in such a manner so as to eliminate vibration while operating and will provide suitable access (to be determined at the preconstruction conference) for performing routine maintenance. The pump and power unit assembly shall be designed so the entire assembly may be easily removed as a unit to gain access to plumbing or components below.

A louvered hinged cover with suitable latches shall be provided over the pump and power unit assembly. The area around the assembly shall remain open for maintenance and air circulation and the radiator shall be located behind a removable or swing-away metal screen. All parts on auxiliary pump, power unit and bracketing shall be commercially available-no proprietary parts.

The pump power unit shall be a minimum 24 H.P. 3 cylinder in-line, overhead valve four cycle, water cooled diesel engine. The auxiliary pump unit shall be capable of continuous operation while ascending or descending a 36% slope without causing internal engine damage due to the lack of oil or oil pressure.

Minimum auxiliary pump performance shall be as follows:

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150 GPM @ 100 PSI
150 GPM @ 130 PSI
80 GPM @ 210 PSI

The pump power unit shall be furnished as follows:

- Dry element, direct mounted air filter.
- Stainless steel air intake ember screen.
- Exhaust system equipped with USDA approved spark arrestor and appropriate heat shields to protect various components and personnel from heat related damage/injuries. The exhaust system shall be routed vertically above the fire apparatus discharged away from any working surfaces and be manufactured from heavy duty aluminized steel exhaust pipe to meet the manufacturer's specifications. (Customer to approve design)
- Spin on automotive type fuel and oil filters that meet the engine manufacturer specifications.
- Fuel system shall be designed to draw fuel from the apparatus fuel tank thru the use of an inline 12 volt automotive electric fuel pump, Stewart Warner #235A-D. The fuel tank pick-up tube shall be designed so as to ensure the auxiliary engine will not exhaust the fuel supply of the vehicle. (minimum 10 gallon reserve)
- A marine grade one way check valve shall be installed in the fuel line to eliminate the possibility of air locks in the fuel line and prevent the inability of the auxiliary pump engine to start instantaneously.
- A ½-inch crankcase oil drain extension line will be routed in such a fashion as to facilitate oil an efficient and clean oil change.
- An Aeroquip, or equal style hose, threaded fittings and drain plug will be used. The hose will be permanently marked as "Aux Oil Drain"
- 12 volt electric start.
- The auxiliary engine battery storage will be integrated into the chassis battery bank.

DUAL DARLEY DELUXE PANELS

The auxiliary pump shall be controlled by a dual Darley, Deluxe panel set up. One panel shall be located on the pump panel and one panel shall be located in the cab console.

AUXILIARY PUMP PLUMBING

The auxiliary fire pump plumbing system shall utilize stainless steel piping incorporating hosing to allow for flex. The piping shall utilize TIG welding to provide a complete seal. Hard angles shall be avoided when possible to improve water flow characteristics. The piping shall utilize Victaulic couplers whenever possible to allow flex as the body module flexes.

Threaded sections of piping shall be avoided to reduce the leak potential of the system. Victaulic couplers shall be used in place of threading to reduce leak potential. Schedule 10 stainless steel piping shall be used for transport type piping. Schedule 40 stainless steel shall be used for areas requiring threading to provide a stable threading base. Brackets shall be installed to support threading locations thereby reducing the potential for leaks.

All hoses shall be connected directly to the tank due to the different flex ratios of the tank to body. Any front discharges, any rear discharges, and all cross lays shall use hose to reach the actual discharge. The use of hose

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shall be utilized due to the difference in flex or movement between the discharge location and the pump connection. Drain lines shall be provided at the lowest points in the plumbing system to allow for complete drainage. Bleeders shall be provided for all gauges to relieve pressure after use. Push/ pull handles shall be provided for all bleeders and the primer control.

All piping shall be hydrostatically tested to assure structural integrity in accordance with NFPA standards, with the test results submitted to purchaser upon delivery.

AUXILIARY PUMP EXHAUST SYSTEM

The auxiliary fire pump and engine assembly shall have a muffler and exhaust pipe. The exhaust pipe shall be directed out of the compartment and away from the pump operator. An additional guard shall be installed where the pipe is exposed to touch by an operator.

LOW PRESSURE PUMP SHUT-DOWN

If the fire pump runs out of water and the pressure decreases to zero, an automatic pressure switch shall detect the condition, and after 1 minute the device shall turn off the fire pump operation.

LOW OIL PRESSURE / HIGH TEMPERATURE PUMP SHUT-DOWN

If the fire pump has low oil pressure or high engine temperature, automatic pressure switches shall detect the condition, and the device shall turn off the fire pump operation. There shall be an override switch provided and installed on the operators pump panel to allow the system to be disabled when required.

AUXILIARY FUEL SYSTEM

The fuel system for the auxiliary fire pump shall be plumbed to the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly. There shall be an electric fuel pump with regulator and fuel hose furnished between the chassis fuel tank and the auxiliary pump.

AUXILIARY FIRE PUMP ELECTRIC START WIRING TO CHASSIS

Properly sized 12 volt positive and negative cables shall be provided from the chassis battery to the auxiliary fire pump.

AUXILIARY PUMP PLUMBING

The auxiliary fire pump shall be plumbed to the main pump discharge manifold.

The auxiliary pump shall be plumbed in common with the main pump and shall only provide discharge pressure and foam concentrate to all 1-inch and 2-inch discharge valves. Plumbing between the tank sump or main manifold and the auxiliary pump suction eye shall be 2-inch schedule 10 stainless steel with victaulic couplings, Gates Marine Master Plus Wet Exhaust (4684CF Series or equal), 2-inch flexible wire reinforced suction hose with threaded fittings or a combination of both.

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A Stainless Flow Technologies (SFT) or equal, 2-inch one way full flow check valve shall be installed in the auxiliary pump suction hose as close to the tank sump as possible to ensure that the auxiliary pump remains primed at all times.

AUXILIARY PUMP WARNING AND INSTRUCTION LABELS

The auxiliary fire pump installation shall have operating instruction and warnings as required by applicable sections of NFPA standards on the pump panel or in the cab.

AUXILIARY PUMP RUNNING INDICATOR

The auxiliary fire pump installation shall have "run light" and on-off switch on the cab console.

AUXILIARY FIRE PUMP CONTROLS

The auxiliary fire pump shall have a control panel on the pump panel. A green fire pump "run" light shall be installed next to the start/stop control.

TRUCK IDENTIFICATION PLATE

A durable truck identification plate, fabricated from corrosion resistant metal, shall be provided and installed on the pump operator's panel. The plate shall state the name and address of the apparatus manufacturer, the serial number of the unit and the pump performance test results.

BYPASS FIRE PUMP COOLER

The fire pump shall be equipped with 1/4" cooling line from the pump to the water tank. This re-circulation line shall be controlled by a pump panel control valve with nameplate label noting it as the "fire pump bypass cooler".

CHECK VALVES

Stainless steel spring loaded full flow one way Stainless Flow Technologies (SFT) brand (or equal) style check valves are required to isolate the auxiliary and main pump pressure from each other and to ensure that the auxiliary pump does not lose prime.

The check valves will be configured as to allow for no backflow from the tank through the tank fill valve. A 3-inch stainless steel or brass spring loaded mechanical one way full flow check valve shall be provided in the tank suction line to prevent back flow to the tank.

4" UNGATED INTAKE -- LEFT SIDE

One (1) 4" un-gated suction intake shall be installed on the left side pump panel to supply the fire pump from an external water supply. The threads shall be 4" NH male and equipped with a removable zinc screen and a chrome brass cap.

One (1) chrome brass 4" NH rocker lug cap with a securing chain or cable shall be installed on the intake.

2-1/2" GATED INTAKE -- LEFT SIDE

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One (1) 2-1/2" gated suction intake shall be installed on left side pump panel to supply the fire pump from an external water supply. The valve shall be a quarter-turn ball valve with the appropriate handle and shall have 2-1/2" NH female thread with bleeder valve, removable screen, and a chrome brass plug.

The valve shall be located behind the pump panel.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

2-1/2" GATED INTAKE -- RIGHT SIDE

One (1) 2-1/2" gated suction intake shall be installed on right side pump panel to supply the fire pump from an external water supply. The valve shall be a quarter-turn ball valve with the appropriate handle and shall have 2-1/2" NH female thread with bleeder valve, removable screen, and a chrome brass plug.

The valve shall be located behind the pump panel.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

WATER TANK SUPPLY LINE TO FIRE PUMP

A 3" water tank to pump line shall be installed, with a 3" full flow quarter turn ball valve and 3" piping. The line shall be equipped with a hump hose with stainless steel hose clamps and a Stainless Flow Technologies check valve to prevent pressurization of the water tank.

One (1) Akron 8830 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The 3" valve shall be equipped with an air operated cylinder and control actuator installed on pump panel.

The control shall be located on the left pump operator's panel, be labeled "Tank Suction" and feature a "green" valve open and "red" valve closed indicator light.

PUMP TO TANK

A 2" tank fill line shall be provided from the discharge side of the pumps and plumbed to the top of the water tank.

The tank fill valve shall be plumbed to flow water from both the main and auxiliary pump.

2-1/2" DISCHARGE LEFT SIDE -- FORWARD PUMP PANEL

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One (1) 2-1/2" discharge shall be installed on the left side forward pump panel area controlled by a quarter turn ball valve with the appropriate handle. The discharge shall have 2-1/2" NH male hose threads, bleeder valve, and chrome brass cap, with a label adjacent the control handle.

A Class 1 quarter-turn 3/4" drain and bleeder valve shall be installed on the discharge valve.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome brass 2.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

2.5" DISCHARGE -- REAR LEFT

One (1) 2.5" discharge shall be installed on the rear left panel, controlled by a quarter turn ball valve. The discharge shall have 2.5" NH male hose threads and nameplate label adjacent the control handle.

A Class 1 quarter-turn 3/4" drain and bleeder valve shall be installed on the discharge valve.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome plated brass 30 degree elbow with 2.5" swivel female NH x 2.5" male NH thread with rocker lugs shall be provided on the discharge.

One (1) chrome brass 2.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

2" DISCHARGE -- REAR RIGHT

One (1) 2" discharge shall be installed on the rear right panel, controlled by a quarter turn ball valve on pump panel. The discharge shall have 2" NPT x 1-1/2" NH male hose thread adapter and nameplate label adjacent the valve control handle.

There shall be a 30 degree chrome droop installed.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

The Class A foam system shall be piped to the specified discharge.

2" CROSSLAY DISCHARGES

Two (2) pre-connected 2" hose cross lays shall be installed over pump enclosure. One (1) each side. They shall be arranged in a single stack design with a divider in the center of the storage area. Each 2-inch crosslay valve will have a 1½-inch NH male thread adapter. Each storage area shall extend from the side of the pump house to the center of the pump house. The dimensions shall be approximately 4-1/2" wide x 36" deep x 32" tall.

Two (2) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum

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environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

The crosslay hosebed shall be equipped with an aluminum diamond plate hinged cover and vinyl end flap enclosures on each side, installed in compliance with applicable NFPA #1901 standards. The cover shall be equipped with rubber bumpers and lift up handle on each end of the cover.

CROSSLAY ROLLERS

The crosslay bed shall be equipped stainless steel "U" shaped roller system, one on each end of each hosebed.

The Class A foam system shall be piped to the specified discharge.

DRAIN VALVES

Class 1 brass, 3/4" quarter turn ball valve drains with chrome T-handles shall be provided on all 2" and larger discharge and suction valves. The drain valves shall have 3/4-inch NPT female inlets and outlets, 3/4" I.D.

Aeroquip hose (or equal) with threaded fittings that shall connect the suction and discharge valves to the drain valve inlets and neoprene discharge drain hose from the valve outlets for discharging water onto the ground.

The drain hoses shall be properly clamped and routed below the running boards of the apparatus.

All drain valves shall be located on the lower side of their respective pump panels and labeled as to their function. Additional petcock type drains may be necessary to completely drain the pump housings to prevent pump and plumbing damage during freezing temperatures.

TANK DRAIN VALVE

An Akron Brass 1 1/2" drain valve shall be provided in the tank sump for flushing of the booster tank.

2" BUMPER AREA DISCHARGE (LEFT SIDE)

One (1) 2" discharge. shall be provided at the passenger's side of the front bumper extension. The discharge shall be plumbed with 2" flexible high pressure hose with reusable fittings or welded stainless steel pipe. The front bumper discharge shall be equipped with a 2" quarter turn ball valve. The discharge shall have a 90 degree full swivel elbow, terminating in 1-1/2" NST male threads, to allow the hose to be pulled in any direction without kinking.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

The Class A foam system shall be piped to the specified 1-1/2" discharge.

2" BUMPER AREA DISCHARGE (RIGHT SIDE)

One (1) 2" discharge. shall be provided at the driver's side of the front bumper extension. The discharge shall be

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plumbed with 2" flexible high pressure hose with reusable fittings or welded stainless steel pipe. The front bumper discharge shall be equipped with a 2" quarter turn ball valve. The discharge shall have a 90 degree full swivel elbow, terminating in 1-1/2" NST male threads, to allow the hose to be pulled in any direction without kinking.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

The Class A foam system shall be piped to the specified 1-1/2" discharge.

2" ISOLATION VALVE

One (1) 2" inline valve, labeled, shall be provided to isolate the front bumper extension discharge piping in the case of a hose or piping failure. This valve shall normally be left in the open position. Control for this valve shall be through the use of a R1 handle, painted red, located at the valve.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control, Akron Model R1 valve handle.

HOSE REEL

One (1) Hannay aluminum hose reel Model #SBSEPF17-28-29-RT shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable CalFire model friction brake, electric 12 volt rewind and manual crank rewind provisions. The reel shall be plumbed with wire reinforced, high-pressure hose coupled with brass fittings. The reel shall be designed to hold 125% of the specified hose capacity.

The reel shall be provided with a 2/3 HP 12 volt electric motor of appropriate size for rewinding. The hose reel shall have provisions for being rewound manually. The pinion shaft for the manual rewind gear shall be equipped with an adjustable tension brake, controlled at the hose reel.

The hose reel shall be sized to carry 150 feet of 3/4-inch hardline and shall include a 4 1/4-inch ID nozzle pocket that will be mounted by the end user. The hose reel shall include one horizontal and two vertical chrome fairlead rollers. Two (2) additional sets of fair lead rollers shall be located on the auxiliary pump cover for guiding the hose across the top of the apparatus.

HOSE REEL MOUNTING

The hose reel shall be mounted over the pump enclosure.

HOSE REEL DISCHARGE

One (1) 1" discharge shall be piped from the fire pump to the hose reel with flexible high pressure hose.

One (1) Akron 8810 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed

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to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

HOSE REEL NOZZLE CUP MOUNTING

The specified hose reel nozzle cup shall be shipped loose for installation by the end user.

The Class A foam system shall be piped to the specified discharge.

One (1) push button hose reel rewind control shall be installed adjacent the hose reel area.

HOSE REEL ROLLERS

The hose reel shall be provided with a Hannay stainless steel roller assembly.

FOAM SYSTEM

A FoamPro 1600 electronic foam system shall be provided. The system shall be designed for use with Class A foam concentrate. The foam proportioning operation shall be designed for direct measurement of water flows and shall remain consistent within the specified flows and pressures. The system shall be capable of accurately delivering foam solution as required by applicable sections of the NFPA standards.

The system shall be equipped with a control module suitable for installation on the pump panel. There shall be a microprocessor incorporated within the motor driver that shall receive input from the system's flowmeter, while also monitoring the foam concentrate pump output. The microprocessor shall compare the values to ensure that the desired amount of foam concentrate is injected onto the discharge side of the fire pump. A "foam capable" paddlewheel-type flowmeter shall be installed in the discharge side of the piping system.

The control module shall enable the pump operator to:

- Activate the foam proportioning system
- Select the proportioning rates from 0.1% to 1.0%
- See a "low concentrate" warning light flash when the foam tank level becomes low and in two (2) minutes, if the foam concentrate has not been added to the tank, the foam concentrate pump shall be capable of shutting down.

A 12-volt electric motor driven positive displacement plunger pump shall be provided. The pump capacity range shall be 0.1 to 1.7 GPM (6.4L/min) at 200 PSI (13.8 BAR) with a maximum operating pressure up to 400 PSI (27.6 BAR). The system shall draw a maximum of 30 amps at 12 volts. The motor shall be controlled by the microprocessor which shall be mounted to the base of the pump. It receives signals from the control module and power the 1/3 horsepower (.25 Kw) electric motor in a variable speed duty cycle to ensure that the correct proportion of concentrate is injected into the water stream.

A full flow check valve shall be provided in the discharge piping to prevent foam contamination of the fire pump and water tank. A 5 PSI (.35 BAR) opening pressure check valve shall be provided in concentrate line.

Components of the complete proportioning system as described above shall include:

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- Operator control module
- Paddlewheel flowmeter
- Pump and electric motor/motor driver
- Wiring harnesses
- Low level tank switch
- Foam tank
- Foam injection check valve
- Main waterway check valve
- Flowmeter and tee with 2" male NPT threads.

The foam system shall be installed and calibrated to manufacturer's requirements. In addition the system shall be tested and certified by the apparatus manufacturer to applicable NFPA standards.

The foam system design shall be tested and pass environmental testing in accordance to SAE standards.

An installation and operation manual shall be provided for the unit. The system shall have a one (1) year limited warranty by the foam system manufacturer.

The FoamPro 1600 Series foam system shall be provided with a control cable from the controller to the foam pump assembly.

The FoamPro 1600 Series foam system shall be provided with a standard pump panel mounted FoamPro control head.

A FoamPro brass flowmeter shall be provided. The flowmeter shall be installed in the "foam capable" discharge line. The flowmeter shall have maximum accuracy between the flow range of 15 GPM and 520 GPM and be capable of operation between 5 GPM to 625 GPM. The tee shall have NPT and Victaulic inlet and outlets connections.

A FoamPro instruction and system rating label shall be provided. The label shall display information for a FoamPro 1600 Series foam system and shall meet applicable sections of the NFPA standards.

A FoamPro foam system schematic label shall be installed on the pump panel near foam controls. The label shall be a diagram of the FoamPro 1600 series foam system layout and shall meet applicable sections of the NFPA standards.

For firefighter safety an ASCO valve, part # 8262G1-12V D/C and Solid State Advanced Controls, SSAC part # TDI 12D, (1-1023 seconds) shall be installed in the 2-inch discharge manifold after the foam system check valve to discharge trapped manifold water pressure upon pump shut down.

FOAM SYSTEM CAB CONTROL

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A FoamPro on-off control switch shall be installed in the cab console.

FOAM UPLOAD SYSTEM

An Hale EZ-Foam electric foam upload system shall be provided to enable the refilling of the foam concentrate storage tanks from the ground. The foam upload system shall be controlled at the pump operator's panel, utilizing a three-way valve to select from either "Tank Fill," "Flush", or "Switch Off" positions.

The electric foam refill pump shall be controlled by a momentary switch on the pump operator's panel. The foam concentrate storage tanks shall be equipped with automatic shut off sensors to prevent them from being overfilled.

A hydraulic push type fitting shall be provided on the pump operator's panel to allow the connection of a suction hose for refilling from standard five (5) gallon foam concentrate storage containers.

PUMP MODULE ENCLOSURE

The pump panel/auxiliary pump module sub frame shall be a self-supported structure mounted independently from the apparatus cab and build up. The design will allow for the CAL FIRE required frame deflection without imposing stress on the pump panel structure or side running boards. The module shall be a welded frame utilizing structural steel or stainless steel components properly braced to withstand the rigors of off road operations.

PUMP COMPARTMENT LIGHTS

One (1) pump compartment light shall be installed. The pump compartment light shall be equipped with a control switch.

OPEN COMPARTMENT OVER PUMP ENCLOSURE

An open compartment shall be located on the top of the pump module. The compartment shall be constructed as large as space permits with removable non-slip floor decking in the bottom of the compartment. The compartment shall be used for the installation of the hose reel and the auxiliary pump.

DUNNAGE COMPARTMENT COVER

There shall be a .125" aluminum treadplate cover over the right side of the dunnage area where the auxiliary pump shall be installed.

RUNNING BOARDS / STEPS

The left and right side running boards and steps will run from the front cab doors starting forward enough as to allow for safe entrance and exiting of the cab from all doors. The running board will terminate at the rear end of the pump panel.

The running board will be manufactured in sections as to allow for maximum body and chassis flexibility. Sectioned running boards will be manufactured so the space between sections will not exceed 2-inch as to

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protect personnel from stepping into any gap. The under cab compartments shall include running boards and cab steps to be utilized as entrance and exit steps.

The running boards and steps shall utilize aluminum, material and shall meet all NFPA step height and width requirements. The steps and running boards will be designed to support a minimum 300 pound load for the full length of the step. The steps shall be designed so as not to collect debris and dirt between the step and mounting surface. The step shall be easily cleaned out with minimum water pressure.

PUMP ACCESS SERVICE DOOR -- UPPER LEFT SIDE

The upper left side of the side mount pump enclosure shall be provided with a pump service access door. The hinged door shall be constructed of brushed stainless steel with push button type lever latches for service access.

PUMP PANELS

Two (2) steel, powder coated black with wrinkle finish pump control panels shall be fabricated and installed on the left and right side of the apparatus. All gauges, valves, switches, lights, and fittings shall be connected as per the customer specifications and the preconstruction conference final notes. The panels and all components shall be attached using stainless steel fasteners.

The right side pump panel shall be approximately 25" x 48". The following outlets and inlets shall be vertically mounted on the right pump panel: one (1) 1½-inch minimum discharge and one (1) 2½-inch gated suction inlet. The exact size and configuration of the right side pump panel and components will be determined at the preconstruction conference.

The pump operators control panel shall be located on the left side of the apparatus and feature a full width vertically hinged minimum 12-inch tall pump gauge access panel. A positive type lever latch shall be used to allow quick access. The left side pump panel size shall be approximately 25" x 48" and easily removable for access and servicing of valves, plumbing or related pump module components if necessary.

Pump panel trim plates fabricated from 14 gauge T304L polished stainless steel shall be provided around each discharge and suction intake valve and control handles. The trim plates shall be designed to allow for removal and accessibility to the respective valve for service or repairs.

MASTER PUMP DISCHARGE AND INTAKE GAUGES

The main pump pressure gauges shall be 30/0/600 liquid filled style, zytel nylon case, with a chrome bezel and a white face with black numerals. Two (2) 4½-inch diameter gauges shall be mounted on the pump operator's panel to show pump intake and discharge pressure and shall be labeled to their function.

AUX PUMP PRESSURE GAUGES

Shall be provided by Darley. The gauges are electronic and built into the Darley Deluxe Panel Set Up. Gauge drains shall be provided for the intake and discharge pressure gauges and shall be located behind the pump panel.

TEST TAPS

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Test taps for pump intake and pump pressure with name plate labels shall be provided on the pump instrument panel.

PRESSURE GOVERNOR and ENGINE MONITORING DISPLAY

Fire Research PumpBoss series PBA201-D00 pressure governor and monitoring display kit shall be installed. The kit shall include a control module, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 6 3/4" high by 4 5/8". The control knob shall be 2" in diameter with no mechanical stops, have a serrated grip, and a red idle push button in the center. It shall not extend more than 1 3/4" from the front of the control module. Inputs for monitored engine information and outputs for engine control shall be on the J1939 databus. Input from the pump discharge pressure sensor shall be electrical.

The following continuous displays shall be provided:

- Engine RPM; shown with four daylight bright LED digits more than 1/2" high
- Check engine and stop engine warning LEDs
- Engine oil pressure; shown on a dual color (green/red) LED bar graph display
- Engine coolant temperature; shown on a dual color (green/red) LED bar graph display
- Transmission Temperature; shown on a dual color (green/red) LED bar graph display
- Battery voltage; shown on a dual color (green/red) LED bar graph display
- Pressure and RPM operating mode LEDs
- Pressure / RPM setting; shown on a dot matrix message display
- Throttle ready LED.

The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and night time operation.

The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

- High Battery Voltage
- Low Battery Voltage (Engine Off)
- Low Battery Voltage (Engine Running)
- High Transmission Temperature
- Low Engine Oil Pressure
- High Engine Coolant Temperature
- Out of Water (visual alarm only)
- No Engine Response (visual alarm only).

The program features shall be accessed via push buttons located on the front of the control module. There shall be a USB port located at the rear of the control module to upload future firmware enhancements.

The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge

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pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure governor and display shall be programmed to interface with a Cummins engine.
Main / Aux Pump Controls and Indicator Lights

PUMP HOUR METER

A pump hourmeter shall be provided on the operator's pump panel.

WATER TANK GAUGE

One (1) Fire Research TankVision model WLA2000 tank gauge shall be installed on the pump panel. The water tank indicator kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs.

The water level gauge will be interlocked to turn off illumination when parking brake is released.

REAR OF BODY -- WATER TANK GAUGE

One (1) Fire Research TankVision model WLA200-A00 tank gauge shall be installed in the cab console.

The water level gauge will be interlocked to turn off illumination when parking brake is released.

The water level gauge will illuminate when parking brake is released and aux pump is engaged.

NOMENCLATURE PLATES

The apparatus shall be equipped with color coded labels. The labels shall be furnished for discharges, intakes, and for other controls and indicators. All labels shall be in English format.

MIDSHIP PUMP PANEL LIGHTS

There shall be three (3) LED lights installed under a stainless steel instrument panel light hood on the left and right side pump panels. The lights shall have clear lenses and shall be controlled by a switch located on the operator's instrument panel. The center light shall come on when the pump is engaged.

AIR OUTLET - LEFT SIDE PUMP PANEL

One (1) auxiliary air outlet with a quick release fitting shall be installed on the driver's side pump panel. The air supply for this provision shall be plumbed from the chassis air system. The air supply will be taken from the wet tank and a pressure protection valve with shut off will be installed as close to the tank as possible.

DESIGN AND SCOPE OF WILDLAND BODY

All sheet steel (except where T304L stainless steel or 10 gauge is specified) used in fabricating the apparatus body shall be minimum of "hot-zinc-coat" mill treated. (e.g. Redi Kote or Jet Kote, A-60 or A 40) A40 shall be the minimum coating accepted. Galvanneal will also be an acceptable material.

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All exterior aluminum used in fabrication shall be Tread Brite Alloy # 3003H14.

All materials utilized shall be of open stock origin, commonly available through local sources for rapid and economical repair or modification of the body.

BODY INSTALLATION

Particular attention should be directed to the method of the body to chassis mounting. Due to the severe loading requirements and rigors of off road operations the entire body assembly shall not rest directly on the frame rails, and all body mounting hardware shall be a minimum of SAE Grade 8. The compartment doors must open even when the vehicle is parked on the side of a hill on terrain that is not level.

To provide the required amount of diagonal body flex, the body support system shall be designed, engineered and tested to reduce the natural flex stresses of the chassis from being transmitted to the body. The fire body (on a rigid under body frame) shall be mounted to the truck chassis frame in such a manner that the fire body frame can travel relative to the truck chassis frame. The apparatus body mounting system must be capable of lifting off of the frame rails. Upon return of the body during the flexing to the designed at rest mounting brackets the side to side and front to back variance shall be no more than ¼-inch during each flexing evolution.

The underbody frame shall provide full support of the width and length of the entire apparatus body. Partial body mounts will be rejected. The test of the apparatus diagonal flex shall be conducted by raising the tires a minimum of 12 inches at opposite corners of the apparatus. Measurements shall be recorded at the opposite front and rear axles and all compartments doors are required to open without binding.

Proposed body to frame mounting system shall be finalized at the pre-construction conference.

COMPARTMENT FLOOR, SWEEP OUT STYLE

Each compartment shall feature a raised floor sufficient enough so the lip of the compartment shall clear the frame rail of the body module to allow debris to be removed easily from the compartment.

BODY MATERIAL

All materials utilized shall be of the correct type, alloy, and thickness to withstand the intended usage and provide protection against cracking, corrosion or metal fatigue. The body compartments shall be fabricated using .125 inch 5052-H32 steel for most compartments unless otherwise stated. Any use of proprietary parts or materials in the construction of the body shall be unacceptable, due to potential delays or difficulties in an unlikely event of future repairs or when service becomes necessary.

All external upright supports for integral compartments shall incorporate a second set of upright supports constructed of 3 inch wide x 2 inch deep x .250 inch wall thickness and shall be located outboard of the internal upright supports to provide a rigid structure for the compartments to be mounted to. The compartment openings shall be constructed of 3 inch high x 2 inch wide x .125 inch wall thickness cross members and shall be placed in between the external upright supports to define the openings of all enclosed body compartments again, providing a rigid mounting location for compartments.

COMPARTMENTATION

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All compartments shall be constructed of 12 gauge zinc coated steel welded for strength and shall be sealed from the elements. Each compartment shall feature a smooth edges and surfaces from the walls to each weld without burs or sharp edges in the material.

COMPARTMENT L1

One compartment shall be provided on the driver's side of the apparatus body above the rear wheels. This compartment shall span from just behind the pump panel to the back of the rear wheel well quarter panel in width and from the top of the body side to the wheel well in height. Approximate compartment dimensions: 56.25" wide x 41.50" high x 23" deep.

SCBA MOUNTINGS

The apparatus shall be equipped with one (1) Ziamatic "Walkaway" bracket. The assembly shall provide a smooth release without snagging. The assembly shall be mounted in the specified compartment.

COMPARTMENT VENTILATION LOUVERS

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the upper rear area of the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE TRACKING -- COMPARTMENT EQUIPMENT MOUNTING

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELVES

There shall be two (2) adjustable shelves installed; and the shelves shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. Each shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

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The compartment shelf and or shelves shall have a red and white 3M Diamond Grade reflective stripe applied horizontally on the front edge. The stripe shall be a 1-1/2" minimum in width.

COMPARTMENT DIVIDER

There shall be one (1) compartment divider(s) installed in the specified compartment. The divider(s) shall be bolted in place for ease of removal.

ADJUSTABLE TRACKING -- COMPARTMENT EQUIPMENT MOUNTING

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT L2

One full height compartment shall be provided on the driver's side of the apparatus body aft of the rear wheels. This compartment shall span from behind the rear wheel well quarter panel to the rear of the body in width and from the top of the body to the rub rail in height. Approximate compartment dimensions: 39.25" wide x 62.50" high x 12"/22" deep.

COMPARTMENT VENTILATION LOUVERS

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the upper rear area of the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE TRACKING -- COMPARTMENT EQUIPMENT MOUNTING

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

There shall also be uni-strut on the rear wall to accommodate tool mounting.

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ADJUSTABLE SHELVES

There shall be two (2) adjustable shelves installed; and the shelves shall be constructed of .125" thick brushed aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. Each shelf shall have a 2" lip on all sides for added strength and reinforcement.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The compartment shelf and or shelves shall have a red and white 3M Diamond Grade reflective stripe applied horizontally on the front edge. The stripe shall be a 1-1/2" minimum in width.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT R1

One compartment shall be provided on the passenger's side of the apparatus body above the rear wheels. This compartment shall span from just behind the pump panel to the back of the rear wheel well quarter panel in width and from the top of the body side to the wheel well in height. Approximate compartment dimensions: 56.25" wide x 41.50" high x 12" deep.

SCBA MOUNTINGS

The apparatus shall be equipped with three (3) Ziamatic "Walkaway" brackets. The assembly shall provide a smooth release without snagging. The assembly shall be mounted in the specified compartment.

COMPARTMENT VENTILATION LOUVERS

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the upper rear area of the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE TRACKING -- COMPARTMENT EQUIPMENT MOUNTING

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide

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support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be one (1) adjustable shelf installed; and the shelf shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The compartment shelf and or shelves shall have a red and white 3M Diamond Grade reflective stripe applied horizontally on the front edge. The stripe shall be a 1-1/2" minimum in width.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT R2

One full height compartment shall be provided on the passenger's side of the apparatus body aft of the rear wheels. This compartment shall span from behind the rear wheel well quarter panel to the rear of the body in width and from the top of the body to the rub rail in height. Approximate compartment dimensions: 39.25" wide x 62.50" high x 12"/22" deep.

COMPARTMENT VENTILATION LOUVERS

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) 1/4-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the upper rear area of the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE TRACKING -- COMPARTMENT EQUIPMENT MOUNTING

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

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There shall also be uni-strut on the rear wall to accomodate tool mounting.

ADJUSTABLE SHELVES

There shall be two (2) adjustable shelves installed; and the shelves shall be constructed of .125" thick brushed aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. Each shelf shall have a 2" lip on all sides for added strength and reinforcement.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The compartment shelf and or shelves shall have a red and white 3M Diamond Grade reflective stripe applied horizontally on the front edge. The stripe shall be a 1-1/2" minimum in width.

COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT BL

One compartment shall be provided at the rear of the apparatus body, below the hose bed and above the tailboard. This compartment shall span just center of the tank. Approximate inside compartment dimensions: 48" wide x 49" high x 24" deep.

COMPARTMENT VENTILATION LOUVERS

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the upper rear area of the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE TRACKING -- COMPARTMENT EQUIPMENT MOUNTING

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

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There shall be one (1) adjustable shelf installed; and the shelf shall be constructed of .125" thick brushed aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf shall have a 2" lip on all sides for added strength and reinforcement.

All shelves shall be capable of tilting down 30°.

COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The compartment shelf and or shelves shall have a red and white 3M Diamond Grade reflective stripe applied horizontally on the front edge. The stripe shall be a 1-1/2" minimum in width.

COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

PUMP HOUSE COMPARTMENT (P)

There shall be an compartment located on the upper right side of the pump house. The compartment dimensions shall be approximately 25.25" wide x 26.50" high x 12" deep. The compartment door shall be hinged on the front side and inner compartment wall shall have full width and height removable access panel. The top of the compartment will have an access panel for access to the bottom of the auxiliary pump engine.

ADJUSTABLE SHELF

There shall be an adjustable shelf provided and installed in the pump house compartment.

SLIDE-IN REAR LADDER COMPARTMENT - RIGHT SIDE

The ladder shall be mounted on the right side of the body to the right of the water tank. The ladder shall be placed into the body from the rear of the apparatus sliding into the compartment on beam with plastic glides for easy removal. The ladder shall be positioned with the "fly's" toward the tank and the feet to the rear. A single plate vertically hinged, locking "D" ring over lapping mount door shall be provided

The compartment shall be capable of storing one (1) 20-foot three-section Duo Safety model #912 ladder, one (1) backboard minimum dimensions 72" L x 16" W x 2" H (Ferno "Najo Light NB5500" or similar), one (1) 8-foot long pike pole and one (1) 5-foot digging bar, one (1) 8-foot rubbish hook, New York Roof Hook with locking pins to secure each item.

SUCTION HOSE COMPARTMENT

Two (2) suction hose storage compartments will be located above the side storage compartments on both sides of the apparatus. The compartments will hold a combined total of three (3) eight (8) foot sections of four (4) inch hard suction hose and strainer.

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Both compartments will be capable of holding two (2) eight (8) foot sections of hose if needed. The compartments will be constructed of step grade aluminum diamond plate. Each compartment will have an aluminum diamond plate stainless steel hinged door on the rear of the compartment. Each compartment door will have a locking positive latching door latch.

Exact dimensions and configurations of the suction hose storage compartments will be determined at the pre-construction conference.

HOSEBED DUNNAGE COMPARTMENT

The hose bed shall be provided with an equipment compartment or dunnage compartment down the center of the hosebed. The hosebed dunnage compartment shall have a one piece aluminum treadplate cover.

WHEEL WELL PANEL CONSTRUCTION

The outer wheel well panel shall be galvanized steel of the same gauge as compartment construction and an integral part of the overall body design. The exterior wheel well area shall be painted to match the body.

WHEEL WELL LINERS

Wheel well liners shall be provided and fabricated from UHMW and mounted in the arch of each rear wheel well for booster tank, rock and tire chain protection. The liners shall be mounted in a fashion as to provide the required 5-inch minimum tire clearance.

REAR WHEEL FENDERETTES

Polished stainless steel fenderettes shall be installed at each rear wheel opening. The fenderettes shall be positioned outside of the wheel well panel to cover the tire area that extends past the body. The fenderettes shall be secured with stainless steel threaded fasteners.

LEFT SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the driver's side wheel well. Dimensions shall be 8" diameter x 26" deep. Drain holes shall be provided at the bottom of the tubes to prevent water collection. Rubber matting to cushion the bottles and nylon tethers shall be installed to secure the bottles in the storage tubes. A Cast Products door and frame assembly shall be installed.

The SCBA cylinder storage tube shall be made from plastic.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

LEFT SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the rearward area of the driver's side wheel well. Dimensions shall be 8" diameter x 26" deep. Drain holes shall be provided at the bottom of the tubes to prevent water collection. Rubber matting to cushion the bottles and nylon tethers shall be installed to secure the bottles in the storage tubes. A Cast Products door and frame assembly shall be installed.

The SCBA cylinder storage tube shall be made from plastic.

SCBA CYLINDER STRAPS

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There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

RIGHT SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the passenger's side wheel well. Dimensions shall be 8" diameter x 26" deep. Drain holes shall be provided at the bottom of the tubes to prevent water collection. Rubber matting to cushion the bottles and nylon tethers shall be installed to secure the bottles in the storage tubes. A Cast Products door and frame assembly shall be installed.

The SCBA cylinder storage tube shall be made from plastic.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

RIGHT SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the rearward area of the officer's side wheel well. Dimensions shall be 8" diameter x 26" deep. Drain holes shall be provided at the bottom of the tubes to prevent water collection. Rubber matting to cushion the bottles and nylon tethers shall be installed to secure the bottles in the storage tubes. A Cast Products door and frame assembly shall be installed.

The SCBA cylinder storage tube shall be made from plastic.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

WHEEL CHOCK STORAGE COMPARTMENT

There shall be compartment located on the officer side of the pump house, beneath the equipment storage compartment. The compartment shall have an approximate dimension of 8-1/4" wide x 13-1/2" high x 13-1/2" deep.

RUB RAILS, CLEARANCE LIGHTS, AND REFLECTIVE TAPE

The sides of the lower body area fore and aft of the wheel well area shall be provided with 2" x 1.5" x .250" extruded aluminum rub rails, with end caps or angled corners. The rub rails shall be equipped with white DOT type reflective striping, and clearance lights installed as specified.

FRONT OF BODY -- PROTECTIVE SURFACE

The entire front of the apparatus body shall include a protective surface, constructed of aluminum tread plate material.

FRONT CORNERS OF BODY -- PROTECTIVE SURFACES

The front corners of the apparatus body shall include a protective surface installed. The surface shall be constructed of mirror finish stainless steel material.

REAR BODY PANELS

The entire rear of the apparatus body shall be painted apparatus color.

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OUTER REAR BODY PANELS -- PROTECTIVE COVERING

The rear outer panels of the body shall have protective surfaces installed on the corners. The protective covering shall be constructed of mirror finish stainless steel material.

TOP OF BODY COMPARTMENTS -- PROTECTIVE SURFACES

The top of the side compartments shall have a protective surfaces installed. The surface shall be constructed of aluminum tread plate material.

ANODIZED ALUMINUM DRIP RAIL

All enclosed compartment doors shall be provided with an anodized aluminum drip rail above the doors.

COMPARTMENT DOORS, HINGED

All compartment doors shall be fully enclosed double panel style with covered access to the compartment latch and be fabricated from 12-gauge stainless or zinc-coated steel on the outer panel and 14-gauge stainless or zinc-coated steel inner panel or a minimum 1/8-inch orbital sanded removable aluminum inner panel fastened to the inner door frame with, Phillips or torx head stainless steel counter sunk machine screws. The machine screws shall be threaded into flush fitting steel nut zerts evenly spaced on the inner door frame.

All compartment doors shall be flush mounted with heavy duty polished stainless steel continuous type hinges, with minimum 1/4-inch pins and minimum 1-inch joint length. Hinges shall be attached to the doors and compartment jambs using stainless steel fasteners.

A hat section for additional strength to ensure that all doors remain flat shall be installed between the panels on all large compartment doors.

All compartment doors must be designed to ensure that no binding occurs while opening or closing when the apparatus is in a stressed off road environment.

All compartment door seals shall be an automotive closed cell door seal that will ensure a water and dust tight compartment.

All doors will be equipped with gas shocks sufficient to hold doors in the open position. The gas shocks must be heavy duty with metal pivots points. Rubber bumpers shall be installed on all surfaces where compartment doors may contact other doors or surfaces when opened.

The compartment door latches shall be lockable, keyed alike, removable, flush mounted, polished stainless steel, round cup style with retractable "D" ring handles, Eberhard # 9000-SSPL series with 206 slam lock. Door latches shall be secured with stainless steel Phillips head machine screws and lock nuts.

Double doors may utilize concealed rotary latches on the secondary door, actuated by a recessed stainless steel paddle handle. Secondary door latch mechanism to be determined at preconstruction meeting. All door latch mechanisms shall open by rotation of handle in either direction.

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All enclosed latches shall have an interior removable covers if needed to prevent equipment from jamming the mechanism.

Dissimilar metal insulating gaskets shall be placed between the door handles and outer door panels to prevent any electrolytic reaction between dissimilar metals to protect painted surfaces.

The latch and striker assembly must be of a style that must keep the compartment doors from springing open while operating over rough terrain.

LOCKING D-RING DOOR LATCHES

The compartment door shall have locking D-Ring door latches.

REAR STEP

The rear bumper shall be a minimum 12 gauge galvanized steel, it will be painted body color. The design of the grip strut will allow for no debris or dust buildup and will allow for easy clean out with just water.

The step will be of a three piece design each section to operate independently during body and chassis flexing. The step will be full body width X a minimum 8-inch deep stand off type. When mounted, the loaded rear departure angle will be no less than 24 degrees.

The drop step will have locking positions to allow for up position storage and rear compartment door opening access. The drop step will incorporate a stop in the down position to prevent movement when in use. All steps are to meet NFPA step height requirements.

AUXILIARY FIXED STEPS -- LEFT REAR

Three (3) Cast Products 8" square cast aluminum auxiliary steps shall be provided. The steps shall be installed on the rear left side of the body. The middle step shall incorporate a light assembly on a swivel bracket. The light shall be controlled by a lighted switch on the center console emergency lighting control. These steps shall feature a designed in grab handle to supplement the NFPA required access rails and have polished stainless steel scuff plates attached with stainless steel machine screws and nylock nuts above each step.

AUXILIARY FIXED STEPS -- RIGHT REAR

Three (3) Cast Products 8" square cast aluminum auxiliary steps shall be provided. The steps shall be installed on the rear right side of the body. The middle step shall incorporate a light assembly on a swivel bracket. The light shall be controlled by a lighted switch on the center console emergency lighting control. These steps shall feature a designed in grab handle to supplement the NFPA required access rails and have polished stainless steel scuff plates attached with stainless steel machine screws and nylock nuts above each step.

HANDRAILS

In addition to the grab handles on the rear body steps, access handrails shall be provided at the following locations; each cab entrance, if not O.E.M supplied, above each pump panel, rear of each hi-side hose bed compartment, the rear edge of each hose bed cover, and at each position where steps for climbing are located.

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The handrails shall be constructed of slip resistant, non-corrosive material. Access handrails shall comply with NFPA # 1901, latest edition.

The exact location of the handrails shall be determined at the pre-construction conference.

HOSE BED CONSTRUCTION SPECIFICATIONS

The hose bed design shall provide two separate hose beds, one on the left and one on the right side of the top loading compartment. Each hose bed shall have internal dimensions of 28 inches wide x 18½ inches tall x 80 inches from the front of the truck to the rear providing a total hose bed capacity of 48 ft.3 for hose storage.

HOSE BED LAYOUT

Two (2) each main hose storage compartments shall be fabricated and installed on either side of the center top storage compartment. Main hose storage compartments shall be large enough to accommodate a minimum 500 feet of 3-inch supply line, 1000 feet of 1½-inch attack line. In addition, 200 feet of pre-connected attack line shall fit in the apparatus hose bed. The preconnected attack line shall be separately divided.

Orbital sanded aluminum slatted hose racks shall be installed in each hose bed compartment floor manufactured from extruded aluminum spaced ½-inch apart for proper hose ventilation. The left hose bed shall have two 36 inch x 14 inch compartments in the forward portion of the bed. The divider shall be removable. The slatted hose bed racks shall not directly rest on the top of the polypropylene booster tank and be removable for tank access.

The center top storage compartment will accommodate the tank fill tower and the external foam concentrate storage tank. The exact positioning will be determined at the pre-construction conference. The top center compartment will be top loading with an opening as large as design will permit with a dust and water proof seal on the door.

An equipment compartment will be providing in the front of the hose bed. It will extend from side to side as far as allowable within the apparatus' build up. The minimum dimensions will be 21 inches L X 19 inches H X 72 inches W. The equipment compartment will be top loading with opening as large as design will permit with a dust and water proof seal on the door and a locking latch.

HOSE BED DIVIDER

A separate adjustable hose bed divider shall be installed in the outboard side of the right main hose bed for storing of 200 feet of 1¾-inch pre-connected double jacket fire hose and combination nozzle. The divider shall be bolted to three (3) uni-strut channels, two (2) mounted on the hose bed floor and one (1) mounted horizontally on the forward hose bed bulkhead while utilizing the hose bed aluminum rack as the floor.

The minimum hose storage size shall be 5 inches wide, 18 inches high and full bed in length. The divider shall be manufactured from brushed aluminum and the outside edges will be fabricated with a double break flange with welded corners.

HOSE STORAGE BRACKETS

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Two (2) extruded aluminum handrail sections shall be provided, with brackets assembled under the upper level rear steps. Brackets shall be designed to hold the handrails in position with a quick pin to hold in place for operation. Inside the right rear door of the rear compartment there shall be a storage bracket to hold the handrails when not in use.

ALUMINUM HOSEBED COVER

Two (2) separate aluminum tread plate hose bed covers shall be installed, 1/8-inch aluminum alloy diamond plate reinforced with a 1/8-inch aluminum alloy hat section as needed to support walking on the hose bed covers. The covers shall be hinged on the outboard side using full length polished stainless steel hinges with a minimum 3/8-inch pin and 1-inch joint length and installed to avoid any hindrance in walking on hose bed covers.

The hose bed covers shall have full length handrails installed along the rear lip and one (1) additional grab handle mounted on the top side of the covers and two (2) mechanisms on each cover to assist with opening and closing of the hose bed covers. Each hose bed cover will have a mechanism to hold the hose bed cover in the open position and will be substantial enough to prevent accidental closing in extreme wind conditions. The counter balance spring assemblies mounted in the forward and rear portion of the hose bed compartments shall have protective aluminum covers installed. Final details of proposed designs will be finalized at the pre-construction conference.

A red vinyl end skirt with three (3) straps, and large quick release buckles (minimum 2-inch) will be installed on each hose bed cover. Quick release buckles and nylon tie down straps shall be attached to the end skirts. The end skirts will be weighted at the bottom end with a full width flat strip of metal sewn into the hem of the skirt. The end skirts, straps, buckles, etc. will be exposed to direct sun light and shall be protected against UV rays.

The covers shall be reinforced so that they will support the weight of a person walking on the cover and shall be sloped to the outboard side of the apparatus to aid in water run-off.

HOSE BED LIGHTING

There shall be a minimum of four (4) LED lights shall be installed in the hose bed, two (2) in each side, evenly spaced and mounted at an angle from the center storage compartment and will activate upon hose bed covers being opened.

WATER TANK SPECIFICATIONS

A United Plastics Fabricating (UPF), 500 gallon booster tank (Poly Tank) shall be fabricated from a minimum of .500" polypropylene complete with a minimum of .375" polypropylene internal full height baffles that are raised 4" off the tank floor for maximum water flow between baffles.

In addition, provisions for the main pump outlet, direct tank filler inlet, a pump to tank filler/churn valve inlet, a back pump filler outlet, a fitting for an electronic water level gauge sensor and clean outs for manual tank flushing shall be provided. The tank shall be structurally reinforced and restrained to prevent deformities or damage to the tank or apparatus body during stressed off road operations.

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The booster tank shall be a rectangular design, and shall be capable of being completely removable from the body without cutting or bending of any components. The tank and cradle assembly shall be mounted to the chassis frame in strict accordance to the tank manufacturer's installation guidelines.

The water tank shall be constructed of polypropylene, nitrogen-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thicknesses. The tank shall carry a lifetime warranty. The water tank shall be manufactured by United Plastic Fabrication.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The cover shall be recessed .375" from the top of the side walls. Hold down dowels shall extend through and be welded to both the covers and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's record of construction and the certification shall be provided to the purchaser when the apparatus is delivered. Tank construction shall conform to applicable NFPA standards.

The water tank shall be configured in a rectangular style with consistent widths on the sides from top to bottom.

TANK FILL AND OVERFLOW PROVISIONS

The water tank shall have a combination vent and manual fill tower. The fill tower shall be fabricated from 1/2" polypropylene and shall have a minimum outer perimeter dimension of 8" x 8". The tower shall have a 1/4" thick polypropylene screen and a polypropylene hinged cover. Inside the fill tower, halfway down from the top, shall be fastened a vent overflow pipe. The vent overflow shall be fabricated from Schedule 40 polypropylene pipe, with a minimum I.D. of 4". The vent overflow shall be designed to run through the tank interior and shall be designed to exit the water tank interior behind the rear wheels.

The tank cover shall be fabricated from 1/2" thick polypropylene and shall incorporate a three-piece design which allows for the removal of each individual cover section for inspection or repair of the tank interior, if necessary. The tank cover shall be recessed 3/8" from the top of the tank sides and shall be welded to both the sides and the longitudinal baffles. Each of the three cover sections shall have hold downs to assist in keeping the cover rigid under fast filling conditions. These hold downs shall consist of 2" polypropylene dowels, spaced a maximum of 30" apart, fitted and then welded to the transverse partitions. The dowels shall extend through the cover sections and be welded to them. Two of the dowels shall be drilled and tapped to accommodate the tank lifting eyes.

The sump shall have a minimum dimension of 8" x 6" with a 3/4" thick bottom. On all tanks with a bulkhead suction inlet, a 3" Schedule 40 polypropylene pipe sweep shall be provided from the front of the tank to the sump location. The sump shall have a threaded plug located at the bottom of it for a tank drain and clean out.

There shall be two standard tank outlets: one for the tank to pump suction line, which shall be a minimum of a 3" NPTF coupling, and one for a tank fill line, which shall be a minimum of a 1-1/2" NPTF coupling. All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank.

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The water tank shall rest on the body subframe cross members, which shall be spaced a maximum of 22" apart. The tank shall be insulated from those cross members by hard rubber insulators, with a minimum thickness of 1/4", glued and mechanically fastened to the cross members to protect the tank from direct contact with the steel body subframe. The tank shall be designed on a free-floating suspension principle and shall not require the use of additional hold downs. The tank shall be completely removable without disturbing or dismantling the apparatus body structure.

VENT AND OVERFLOW

The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a 3" diameter PVC pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

TANK SUMP AND OUTLETS

A one (1) cubic foot (minimum) polypropylene sump, with anti-swirl baffles shall be provided. The sump shall be located as close to the center of the tank floor as the chassis cross members, and differential driveline will allow.

One (1) 3-inch or 4-inch National Pipe Thread (NPT) outlet and plug shall be provided in the sump floor for flushing of the tank. A 1½-inch drain valve shall be provided in the tank sump for flushing of the booster tank. The valve will be located as to provide for adequate clearance from cross members and differential during extreme twisting motions of the chassis and buildup

The sump shall also be provided with a 1-inch NPT outlet for the back pump filler hose.

Due to space constraints, it may be necessary to locate the main pump suction outlet in the tank sump for maximum water usage. The main pump suction tube will be of an adequate size to supply the main pump with enough water to meet pump ratings.

A minimum 3-inch direct tank fill NPT inlet and internal manifold shall be provided on the left rear of the tank. If the direct tank fill inlet is located on the rear tank wall, the inlet manifold shall pass through the first baffle and feature a turn down to eliminate any possible damage to the tank or baffles while filling the tank.

CLASS A FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 20 gallons. The foam tank shall be manufactured by UPF and have a lifetime warranty.

The tank shall be equipped with a positive sealing pressure/vacuum vent type cap, a low foam concentrate sensor that turns off the foam pump at a pre-set level, a visual sight gauge, an easily accessible brass or stainless steel drain valve located at the lowest point of the foam tank and an accessible brass or stainless steel cleanable strainer installed in the supply line from the foam tank to the foam pump.

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The foam tank shall be mounted on a removable sub-structure, location to be determined at preconstruction conference. The tank will have a positive tie down. The tie down will allow for easy removal of the foam tank.

The foam tank will have two (2) quarter turn brass or stainless shut off valves at the pump supply and fill lines to allow for the removal of the tank without loss of foam. The float switch harness and the foam concentrate supply and fill lines shall have connections located adjacent to the tank to facilitate foam tank removal.

FOAM TANK FILL AND VENTING PROVISIONS

The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank.

The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use.

Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, along with a warning message that states "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

A 3/4" diameter connection, piping, and gate type valve shall be installed for the foam tank for draining purposes.

TANK SUMP DRAIN

A 1½-inch drain valve shall be provided in the tank sump for flushing of the booster tank.

TANK FILL VALVE -- LEFT REAR

A valve for direct filling of the tank shall be supplied. The 1/4 turn valve shall be configured with 2-1/2" NH female threads, debris screen, threaded plug with retention chain and lever handle. The valve shall be located on the left rear of the body.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

BACK PACK FILL SYSTEM

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There shall be one (1) back pack fill system provided and installed on the left lower area of the pump panel. The valve plumbing shall be 3/4" I.D. hose.

12 VOLT ELECTRICAL SPECIFICATIONS

The wiring shall be a crosslink polyethylene harness that meets SAE J1128 type SXL, function coded every 3 inches and of a gauge that is rated to carry 125% of the maximum current for which the circuit is projected.

All wiring shall be loomed, grommet and routed the maximum distance possible away from high heat sources, and properly clamped to the body or frame members to preclude chafing on other components. Only insulated metal clamps are acceptable for this service, adhesive backed clamps shall be rejected. Where holes are cut and or drilled for wiring, such holes will be smooth edged and have grommets installed.

All wiring looms, electrical components, interior or exterior lighting components, located within compartments or apparatus cab must be protected from damage with removable rigid covers.

The apparatus wiring shall be installed as per the vendor supplied wiring schematic. The battery cables shall be sized to supply to rated load in relationship to the distance the cable must run. All cables will be crimped terminals and heat shrink tubing (insulation) installed to protect the terminal ends. The batteries shall be connected in the parallel with red shrink tubing protecting the positive terminals and a black shrink tubing protecting the negative terminals.

All un-insulated terminal ends (starter and battery) shall be square crimped with a Roto Crimp tool (AMP Special Industries Roto Crimp Tool # 600850-1) or equal. The crimp area and cable shall be sealed with heat shrink tubing to protect it from moisture and strain relief. Soldered terminal and connectors are not acceptable. The batteries shall be individually grounded to the truck frame.

The power (positive lead) cable shall connect to a frame mounted terminal block. The O.E.M sized cable will connect the truck engine battery cable to a terminal block and another 1/0 cable will be routed from the primer motor to the terminal block. All other electrical load (except starters and primers) shall be connected to the frame mounted terminal block through a battery disconnect switch. Electric load cable shall be size 4 gauge. If the O.E.M chassis supplied features multiplex wiring body circuits, these circuits shall be interfaced with the body and pump module circuitry.

SPARE WIRING

Two (2) pair of spare wiring shall be provided. One wire shall be 12 volt battery switched controlled and the other shall be a 12 volt, 15 amp fused ignition switch controlled circuit. The wiring shall be labeled as to their function, coiled and located within the center console.

ELECTRICAL INTERFACE PANEL

All body wiring unless interfaced with the O.E.M multiplex chassis circuits shall be separate and distinct from the chassis wiring. A "Class 1" (or equal) relay and circuit board (power distribution board) with three (3) Deutsch cannon plugs, one each for chassis, pump and body functions, shall be provided and mounted in the

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center cab console with all access holes chalked with heat resistant chalk to prohibit dust and fumes from entering the cab via the console from underneath the cab.

A "Class 1" (or equal) 150 amp circuit breaker shall be located between the master battery switch and the sub-panel. All terminals on this panel shall be properly labeled and numbered with permanent, moisture and heat resistant material. This board shall contain independently switching relays with selectable input polarity. The relays shall be connected in the normally open or normally closed position depending on application. All relays and circuits shall be protected by re-settable circuit breakers and have protective covers.

CUSTOM FABRICATED CONSOLE

A center console fabricated from either 14 GA steel or 1/8-inch Aluminum, with a black powder coat finish shall be mounted to the cab floor between the front bucket seats with bolts and nylon lock nuts. The console mounting shall be done in such a fashion as to secure the console to the cab floor frame and not compromise the cab roll-over integrity. The console shall have a two piece top, a removable back panel, and a form/map book compartment. The console dimensions may vary due to the chassis manufacturer or seat style, but shall be of the maximum size allowable to fit between the front bucket seats, while ensuring allowances for seat belt access, engine dog house removal and rear seat leg room. The overall height shall not exceed the height of the front seat cushions.

The console shall have a removable form/map box sized to utilize the maximum space available and will be deep and wide enough to house 8½" x 11" binders from left to right as to allow for the binders to be placed side by side with the bounded edge up and readable. Overall dimensions shall be a minimum of 21" W x 14" L x 12" D. The map box shall include a black powder coat aluminum lid hinged at the rear with two (2) full length adjustable dividers, and have a positive type lever latch. The removable left top side of the console shall be a suitable location for mounting of the required auxiliary pump controls.

All power for the auxiliary pump controls/lights shall be master disconnect switch controlled. The console shall be vented and equipped with a small low noise "pancake fan" to allow heat dissipation of the electrical components mounted within. The fan will be wired to operate in the key on position. If equipped with an electrical sub panel, it shall be mounted to the cab floor beneath the center console and shall be accessible from the removable top and rear back panel.

Four (4) "handi-talki" holders with minimum measurements of 4 H X 3.5 W X 3.5 D inches shall be fabricated from 1/8-inch 5052 aluminum and shall be mounted on the rear side of the center console. The holders shall be mounted low enough so the "handi-talki" body does not protrude above the top surface of the center console approximately 14.5 inches from the bottom of the "handi-talki" holder to the top of the console. The "Handy Talk," holders will be design as to allow for dust and debris to easily clear out from the bottom of the holder.

12 VOLT ACCESSORY CIRCUIT-CAB CONSOLE

One (1) dedicated circuit; 12 volt, 40 Amp, power and ground on 3/8 stud and fused at battery shall be provided in the cab console. The circuit shall be for future installation of radios or accessories.

12 VOLT POWER SOURCE

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There shall be six (6) 12 volt plug-in utility power connection(s) rated at 20 amps provided and installed in the cab console.

Four (4) "handi-talki" holders with minimum measurements of 4 H X 3.5 W X 3.5 D inches shall be fabricated from 1/8-inch 5052 aluminum and shall be mounted on the rear side of the center console. The holders shall be mounted low enough so the "handi-talki" body does not protrude above the top surface of the center console approximately 14.5 inches from the bottom of the "handi-talki" holder to the top of the console. The "Handy Talk," holders will be design as to allow for dust and debris to easily clear out from the bottom of the holder.

BATTERY SWITCH - MASTER DISCONNECT

A battery cutoff switch shall be provided in the cab within easy reach of the driver; by the chassis manufacturer. The switch shall be rated for 175 amps continuous duty and 800 amps at intermittent duty.

BATTERY ON INDICATOR LIGHT

One (1) "Battery On" indicator light, with a green lens, shall be provided on the dashboard in the cab interior within view of the driver's seating position. This light shall illuminate anytime the battery switch is turned to the "ON" position.

Ground Strap

JUNCTION BLOCKS / PLUGS

One or more Deutsch connectors shall be provided with water tight seals on individual harnesses to allow for the main body, pump panel or various components to be easily removed from the truck chassis. Access to the pump panel Deutsch connector shall be behind the swing-a-way gauge panel. Any additional terminal strips must be a weather proof style. "AMP" CP screw together electrical couplings shall be utilized in all wiring harnesses that are spliced or cut.

SWITCHES / SOLENOIDS / PILOT LIGHTS

Cole Hersee or equal marine grade weather proof constant duty solenoids, relays, magnetic door switches and heavy duty toggle switches equal to Cole Hersee # 551800 with screw terminals will be accepted, spade type terminals or plastic switches are unacceptable. All pilot (indicator) lights shall be Dialight # 26131011313 or equal with appropriate lens color and all switches shall meet immersion protection standards IP65.

IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

LICENSE PLATE BRACKET

A predrilled backing plate and legal light shall be installed on the rear for mounting of the license plate. A front predrilled license plate position shall be installed in the front bumper if permissible to the design.

APPARATUS BODY LIGHTING

The following body lighting shall be provided:

- Clearance Lights: Peterson LED # 171R, rubber mounted.
- Marker Lights: Peterson LED # 171A, rubber mounted.
- Stop/Tail Lights: Peterson LED # 417R, rubber mounted.

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- Turn Signal Lights: Peterson LED # 417R, rubber mounted.
- Back-up Lights: Peterson LED # 417C, rubber mounted.
- Rear License Plate Light: Del City LED # 73462.
- Reflectors, red: Dietz # 8-75200.

MAP LIGHT

One (1) Havis Shields #C-MAP-T-LED 12" LED map light, 12 volt, with a gooseneck arm and on-off switch located on the base of the light shall be installed.

IN CAB HAND HELD SPOT LIGHT

A NovaTech hand held #2000-101 spotlight shall be hard wired in the and mounted convenient for the officer's use. This spotlight shall include a momentary switch, with a two to twelve foot long 18 gauge SVO coiled cord.

A heavy duty steel wire j-hook for mounting the light shall be provided.

CAB GROUND LIGHTS

Two (2) 4" diameter LED ground lights shall be installed under the cab step area in compliance with NFPA standards; activated with the parking brake.

GROUND LIGHTS - PUMP PANEL

Two (2) 4" diameter LED ground lights shall be installed under the pump panel running boards, one on each side of the apparatus, wired to parking brake circuit.

LED AREA LIGHTS

A minimum of six (6), Whelen, Micro Pioneer, 12V, Bail / Stud Mount, Black Housing. Lights to be mounted in the following locations: (2) Two recess behind front bumper (2) One each recessed above pump panel area on both the driver & passenger side (2) One each mounted under (2) center fixed steps at rear of body .Switch location to be determined by customer or equal work lights shall be provided (with swivel brackets). The lights shall be mounted on a minimum 11-gauge stainless steel structure mounted to the rear of and side of the apparatus. Two (2) light will be outboard mounted above the pump panel one on each side of the apparatus. These lights shall be controlled individually right and left by labeled and lighted switches located on switch module. Two (2) lights shall be mounted on the left and right rear of the apparatus under the middle rear steps. They will both be controlled by one labeled and lighted switch located on the switch module.

A minimum of two (2) lights will be located behind the rear tires to illuminate the ground area to the rear and sides of the apparatus. They will both be controlled by one labeled and lighted switch located on the switch module. Area lighting shall be finalized at the pre-construction conference.

REAR SCENE LIGHTING

Two (2) 12 volt, Pioneer PFS1P1 W/ pedestal mount adapter, white housing mounted on stanchions on rear of body that provides for full light articulation shall be provided. One (1) light shall be mounted on each side at the rear of the apparatus body.

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The lights shall be activated by a single lighted switch on switch module and be properly labeled as to its function.

The exact mounting location shall be determined at the pre-construction conference.

HOSEBED -- AREA LIGHTS

Two (2) 4" diameter L.E.D. hose bed area lights with clear lens shall be installed, wired to parking brake circuit.

COMPARTMENT LIGHTING

All interior compartment lighting will be LED with the recommended installation brackets and framing. LED lighting will be installed in all compartments. Two (2) lights shall be ceiling mounted in each high side horizontal compartment. One (1) light shall be ceiling mounted in all additional compartments, including both under cab compartments, hose bed covers and any fixed shelf. The compartment lighting shall be door activated so that only the light for the compartment that is opened will turn on.

Magnetic style compartment switches shall be installed on the jamb of the compartment door opening. All switches and the wiring harnesses must be protected from internal compartment damage by the use of removable rigid covers.

COMPARTMENT LIGHT SWITCHES

Each interior compartment light shall be automatically controlled by a door activated "On-Off" magnetic switch.

DOOR OPEN WARNING LIGHT

A door open warning light shall be installed on cab dash. The light shall be a flashing LED light with a red lens. The open door warning shall be wired to all compartment doors including the hose bed covers with magnetic type switches. The open door buzzer and warning light shall activate only when the apparatus parking brake has been released. The light shall include a label, "Do Not Move Apparatus When Light is ON".

VEHICLE COMMUNICATION SYSTEM

One (1) Sigtronics five (5) position intercom system shall be installed. The system shall function as an interface with the fire department two-way radio as well as a two way intercom system for the crew. Plug in modules shall be provided for headset jacks.

A five (5) person Sigtronix behind the head dual ear headset intercom system, shall be supplied, installed and interfaced for the current CalFire mobile radio at the time of production. The engineer position shall be wireless. The system shall have all components to be fully operational including but not limited to belt connections, battery charger, transmission module etc. All positions shall have voice activated intercom. Both front seat positions shall have push-to-talk radio transmit capabilities.

RADIO ANTENNA INSTALLATION

The contractor shall supply and install four (4) antenna bases with coaxial cables on the cab roof.

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Two (2) cables shall terminate in the center of the dash and two (2) under the officer's seat. One (1) high band antenna Sti-Co Model # ROOF-FT-NITI-M and three (3) non-rubber, weatherproof caps shall be provided. The exact mounting locations shall be discussed at the pre-construction conference.

RADIO INSTALLATION

All components and wiring to install the CAL FIRE standard Two way communication radio will be routed and installed to quickly and easily mount the current CAL FIRE two way radio at the time of production in the dash.

The radio will be mounted in the space indicated at the pre-construction conference. A list of parts needed for the radio and speaker installation are listed in specification 2321-2017_EQ_Radio (if there are changes to this list they will be provided prior to production).

VHF RADIO SPEAKER

An interior cab ceiling mounted speaker box shall be provided that will have adequate dimensions to allow flush mount installation of one VHF radio speaker. The Contractor will supply and install a high quality VHF speaker part # 2321-2017_EQ_Radio in the ceiling mounted speaker box evenly between the operator and front passenger seat. Speaker wiring will be run from the ceiling mounted speaker box to a position in the dash area of the cab to facilitate ease of VHF radio installation.

Exact speaker box type and dimensions as well as exact mounting location will be determined at pre-construction conference.

RADIO WIRING PACKAGE

The apparatus shall be wired for installation of a customer supplied BK radio.

BACK UP ALARM

One (1) solid state back up alarm shall be provided at the rear of the apparatus. The back up alarm shall be wired to the reverse circuit of the transmission, and shall provide an audible alarm to the rear of the apparatus when reverse gear is selected. The alarm shall have a volume of 87 to 112 db while in operation.

ELECTRONIC SIREN

Whelen CenCom Carbide Model CANCTL6, electronic siren shall be provided. The siren control head shall have a 4-position slide switch and a rotary knob control head with amplifier control module with pigtailed, traffic advisor module.

SIREN SPEAKER

One (1) Whelen Model #SA315P siren speaker shall be provided. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

The speaker shall be mounted in the front bumper.

WHELEN 56" JUSTICE SERIES LIGHTBAR

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A Whelen 56" Justice series LED lightbar model #JY-CALFIRE shall be supplied and permanently mounted on the cab roof, as low and as far forward as possible. The lightbar shall have a California compliant steady red light.

LIGHTBAR MOUNTING

The light bar shall be flush mounted as low as possible on the forward portion of cab roof with inside cab support structure using a minimum of 10 gauge steel, added for roof strength.

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a red optic polycarbonate lens. The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses.

The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) NFPA SURFACE MT, Whelen WIONSMCR, RED CHROME; Wide Angle, Red, Chrome Plate, Mounted on front face of bumper.

ZONE B AND D -- INTERSECTION LIGHTS

Front Side Zone: Two (2) Whelen M6RC, LED FLASHER RED W/ CLR LENS, Warning, Red, Internal Flasher with Flash Patterns and Synchronize Feature. (1) One light each to be mounted using a chrome M6FC chrome flange on both the driver and passenger side face of the front bumper.

The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

ZONE B AND D -- LOWER MID BODY WARNING LIGHTS

Two (2) Whelen M6RC LED FLASHER RED W/ CLR LENS, Warning, Red, Internal Flasher with Flash Patterns and Synchronize Feature. (1) One light each mounted using a chrome M6FC flange on both driver and passenger side above wheel wells on the body.

The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M6K LED FLASHER AMBER/ RED, Split Color with Clear Outer Lens, Side by Side, Red/ Amber. Internal Flasher with Flash Patterns and Synchronize Feature. (1) One light each to be mounted using a M6FC chrome flange on both the driver and passenger side upper rear corners of the body.

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen M6RC LED FLASHER RED W/ CLR LENS, Warning, Red. Internal Flasher with Flash Patterns and Synchronize Feature. (1) One light each mounted using a chrome M6FC flange on both driver and passenger side rear lower corners on the body.

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The emergency lighting shall be controlled through a Whelen Carbide control head with a rotary knob mounted on the center console. The halogen work lights shall be controlled by individually lighted and labeled rocker switches. The "calling for the right away function" including any "white" forward facing emergency lights and the headlight flashers shall be disabled by applying the parking brake. A white light shutoff switch will be installed with the ability to turn all white lights (light-bar and wig wags) off during driving in the fog or snow. A separate control switch shall be provided to allow separate operation of the rear traffic advisor and the rear amber warning lights in the light bar.

The siren shall be wired through the siren control head and the OEM horn ring and be activated only when the "calling for the right away" function has been activated.

TRAFFIC ADVISOR

One (1) amber Super LED Whelen Dominator Plus traffic advisor, with cable, shall be mounted on the rear of the apparatus, just above the rear compartment. The traffic advisor shall include a remote control head, Model #TACTLD1, which shall operate the unit.

WINCH MOUNT / TOW PLATE

A horizontal full frame width, 3/4-inch thick steel plate, center pull, front tow eye shall be furnished and installed through or below the front bumper. The tow eye plate shall be triangle shaped extended 6 inches beyond the front bumper with a 3-inch X 4-inch rectangle tow eye. The tow eye must be braced and gusseted to prevent frame rail or bumper damage and bolted to the front frame rail web with eight (8) 5/8-inch SAE Grade 8 frame bolts and lock nuts.

The tow plate shall be painted job color.

REAR TOW EYE

A single, frame mounted, 3" x 4" diameter, rear towing eye shall be provided. It shall be manufactured from 3/4" thick steel plate and bolted between the rear frame rail webs with a minimum of eight (8), four (4) on each side, 5/8-inch SAE Grade 8 frame bolts and lock nuts.

The tow eye shall be braced and gusseted to prevent damage to the frame rails, bumper or apparatus body while being towed from various angles. Access to the tow eye shall be below the bumper and designed not to interfere with the required angle of departure.

The tow eye shall be painted job color.

HOSE ROLLER MOUNTS

There shall be two (2) 2" x 2" receiver tubes located at the front and rear of the apparatus, the rear shall be offset to the left (driver's) side for use as a hose roller fixture. The front shall be located in the center of the apparatus.

PAINTING -- EXTERIOR CAB

The exterior of the chassis cab shall be finish painted by the chassis manufacturer.

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BODY PAINTING SPECIFICATIONS

All exposed steel surfaces shall be thoroughly cleaned and prepared for finish painting.

All removable items, such as brackets and compartment doors, shall be removed and painted separately to insure finish paint behind them after they are reinstalled.

The apparatus body shall be masked as needed to prevent the painting of unwanted areas and overspray damage. Due to its modular design, the apparatus body shall be completely finish painted prior to its installation on the chassis.

All exterior surface scratches and blemishes shall be filled with body putty and sanded down, along with all primed surfaces.

The complete apparatus body shall be cleaned, blown free of dust; washed with thinner; and wiped with tack cloths. A non-sanding primer shall be applied and when dry, the apparatus body shall be sprayed with three (3) coats of finish paint. All loose body components shall be treated in the same manner.

Any irregularity in any painted surface shall be repaired prior to the application of the finish paint coats.

The apparatus body shall be painted to match the color of the chassis cab exterior. The chassis cab shall not be repainted.

INTERIOR COMPARTMENT FINISH

The interior wall, floor and ceiling surfaces of the specified compartments shall be finished with Amersfield Brand industrial coating.

TOUCH-UP PAINT

Touch-up paint (one color) and activator shall be furnished with the completed truck at final delivery.

NON-SKID COATINGS

The bumper tow eye, foam tank compartments, and all other surfaces with the potential to be walked or stepped on (except the hose bed covers) if not fabricated with grip type material shall be treated with an epoxy type nonskid material (Black in color).

The nonskid material shall be applied in accordance with the manufacturer's recommendation.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have a red and white 3M Diamond Grade reflective stripe applied on the edges. The stripe shall be a 1-1/2" minimum in width.

WHEEL CHOCKS

Two (2) Worden brand, Model #HWC-7 wheel chocks shall be provided.

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5# DRY CHEMICAL FIRE EXTINGUISHER

One (1) 5# ABC dry chemical fire extinguisher and mounting bracket shall be provided on the apparatus. The extinguisher shall have a pressure gauge and shall be filled with a dry chemical extinguishing agent.

EQUIPMENT MOUNTING

- 1 7-foot length of 4-inch Kocheck Maxi-Flex Suction Hose (small lug) w/NH threads
- 2 8-foot length of 4-inch Kocheck Maxi-Flex Suction Hose (small lug) w/NH threads
- 1 4-inch Kocheck Suction Hose Strainer w/NH threaded couplings
- 3 Hard line, 3/4-inch x 50-foot sections, 800 psi test pressure with 1-inch NPSH threads
- 2 Gated Wyes, 2 1/2-inch NH Female to 1 1/2-inch NH Male with chrome caps
- 2 Heavy duty yellow extruded aluminum chock blocks (Worden Safety Products Co., HWC7YWH or equivalent)
- 1 Pike Pole 8-foot Fiberglass
- 1 Digging Bar, 5-foot (Porter # 17700 or equivalent)
- 1 Three section, 20-foot, aluminum extension ladder with halyards
- 4 Ziamatic # UH-6-30-2-SF walk-a-way mounting brackets with safety straps for MSA Stealth L-30 SCBA bottles (Vendor Mounted)
- 2 5-pound dry chemical ABC commercial grade portable fire extinguisher with permanent mounting brackets. (Kidde # 5TCM-4 or equal)
- 1 Set of FMVSS #125 approved bi-directional triangle warning reflector (set contains 3)
- 2 Holtz Rubber Company (Lodi, CA) neoprene long-handle tool holder sets, shall be provided
- 1 1 1/2-inch NH female to 2 1/2-inch NH male adapter
- 1 Zico # QM-CSM Chain Saw Mount
- 1 Akron # 448 Spanner Wrench Mount w/ two (2) style 10 Wrenches
- 1 Wheel lug nut wrench and handle, Budd #44201, 32-inch long (Vendor to state if providing a substitute)
- 1 12-ton hydraulic jack, with screw extension ram.

HYDRAULIC JACK

One (1) hydraulic jack shall be provided. The jack shall be designed for lifting capacity of twelve (12) tons.

LUG WRENCH

There shall be one (1) lug wrench provided and shipped loose with the completed apparatus.

REFLECTOR

A set of three (3) triangular reflectors shall be provided.

COMMISSION

CITY COUNCIL STAFF REPORT

Consent Item No. 7

December 01, 2021

File No. 0600-10

SUBJECT: Purchase Three (3) Medix Ambulances from Republic Emergency Vehicle Sales (Republic-EVS) through Southwest Ambulance Sales of Kennedale, Texas

DEPARTMENT: Public Works/Fleet Services

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2021-181, authorizing the Fleet Services Division to purchase three (3) Medix Ambulances from Republic-EVS through Southwest Ambulance Sales in the amount of \$786,290.26 through a Cooperative Purchase Contract with the Houston Galveston Area Council (HGAC), Contract No AM10-20. The HGAC purchase price includes all taxes, delivery, operator and mechanic training, and all associated fees.

FISCAL ANALYSIS:

On October 27, 2021, City Council approved a Budget Adjustment of \$775,000 using Fiscal Year 2021 end-of-year General Fund surplus for the purchase of three (3) new ambulances. The remaining \$11,290.26 balance of the purchase amount will be supplemented by the Fleet Vehicle Replacement Fund.

BACKGROUND:

In order to meet the demand for services and community needs, five (5) front line ambulances are needed along with four (4) ambulances in reserve status. Reserve ambulances are required in the fleet to supplement front line ambulances that are placed out of service for preventative maintenance or repairs. Reserve ambulances also can be staffed to add surge capacity during major incidents or to assist communities requesting mutual aid. The City currently has the appropriate number of reserve ambulances; however, with an aging fleet, the reliability has deteriorated.

Within the City's ambulance fleet, 5 ambulances have aged to their recommended life cycle of seven (7) years. Three (3) existing 2012 ambulances will be replaced due to excessive engine hours, mileage, increased downtime and costly repairs. Due to the type of service an ambulance provides, the hours of engine idle time and the miles traveled, these ambulances have met their standard service life expectancy and are scheduled for replacement.

In Fiscal Year 2020, two (2) identically specified Medix Ambulances were approved by Council. These two (2) ambulances have proven to be very reliable, provide excellent space efficiency for equipment & supplies, and provides ample space for patients and emergency providers. In addition, the liquid

Purchase Three (3) Medix Ambulances from Republic Emergency Vehicle Sales (Republic-EVS) through Southwest Ambulance Sales of Kennedale, Texas
December 1, 2021

Page 2

spring rear suspension system allows patients a smooth and comfortable ride while being transported to the hospital.

Upon approval from the City Council, three (3) ambulances will be purchased from Republic-EVS through Southwest Ambulance Sales of Kennedale, Texas, utilizing a Cooperative Purchasing Contract through the HGAC, Contract No. AM10-20, as allowed per section 10-91 of the City of Escondido's Municipal Code which authorizes the purchase of supplies and equipment utilizing cooperative purchase programs.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joseph Goulart, Director of Public Works

11/23/21 5:45 p.m.

ATTACHMENTS:

1. Resolution No. 2021-181
2. Resolution No. 2021-181 Exhibit "A"

RESOLUTION NO. 2021-181

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AWARDING THE CONTRACT TO PURCHASE
THREE 2022 MEDIX AMBULANCES TO
REPUBLIC EMERGENCY VEHICLE SALES,
THROUGH SOUTHWEST AMBULANCE
SALES OF KENNEDALE, TEXAS

WHEREAS, the Fleet Services Division is replacing three existing ambulances due to exceeding their standard life expectancy of seven years, extensive hours of use, and current mechanical condition; and

WHEREAS, the three existing Ambulances due for replacement are City unit numbers 3815, 3816, and 3817; and

WHEREAS, on October 27, 2021, the City Council approved a budget adjustment of \$775,000 using Fiscal Year 2021 end-of-year General Fund surplus; and

WHEREAS, staff evaluated alternative manufacturers and the Medix Ambulance was selected as the best suited and most cost-effective ambulance for the City; and

WHEREAS, MEDIX Specialty Vehicles Inc. is the manufacturer of the ambulances;
and

WHEREAS, the Houston-Galveston Area Council (“HGAC”) conducted a competitive bid process for ambulances and MEDIX Specialty Vehicles Inc. was deemed to be the lowest responsive bidder, Contract No. AM10-20; and

WHEREAS, the City of Escondido (“City”) is a member of HGAC, member number 15-4548; and

WHEREAS, the City is utilizing cooperative purchasing with HGAC, and as per section 10-91 of the Escondido Municipal Code, the City may utilize a cooperative purchase contract, which has been conducted in a competitive manner by the State, County or any other Public or Municipal Agency; and

WHEREAS, \$775,000 for the purchase of these ambulances is available in fund 229, Project No. 166103; and

WHEREAS, the remaining \$11,290.26 balance of the purchase will be supplemented by the fleet vehicle replacement fund; and

WHEREAS, staff recommends purchasing three MEDIX Ambulances from Republic-EVS through Southwest Ambulance Sales in the amount of \$786,290.26, which includes sales tax and all other fees; and

WHEREAS, the purchase price includes all published and unpublished options, as shown in Exhibit "A", which is attached to this Resolution and is incorporated by this reference; and

WHEREAS, the Ambulances being replaced by this purchase, as listed above, are deemed surplus property and are no longer required for public use; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to authorize the purchase of three Medix Ambulances from Republic-EVS through Southwest Ambulance Sales, Inc.; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to accept the recommendations and approve the disposal of the surplus vehicles via auction.

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

1. That the above recitations are true.
2. That the City Council is authorized to approve, on behalf of the City, the Cooperative Purchase through the Houston-Galveston Area Council, as allowed per Escondido Municipal Code section 10-91.
3. That the City Council approves Resolution No. 2021-185 authorizing the Mayor, or his designee, to execute such documents necessary to purchase three (3) Medix Ambulances from Republic-EVS through Southwest Ambulance Sales Inc. in the amount of \$786,290.26, which includes sales tax, delivery, operator and mechanic training, and all other fees.
4. That the City Council authorizes the dispose of the surplus vehicles that are being replaced by this purchase via auction with the City contracted auction company.



Contract Pricing Worksheets

Rev 02-05-07

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at: 713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.

	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-20	Date Prepared:	11/4/2021
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*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency: Escondido Fire	Contractor: Southwest Ambulance Sales
Contact Person: Craig Tebbe	Prepared By: Bobby Davis
Phone: 760-473-0796	Phone: 806-336-3949
Fax:	Fax:
Email: ctebbe@escondido.org	Email: bobby@southwestambulancesales.com

Product Code: AM20RA23	Description: Type I MSV II 170 Ford F450 4x2 Gas
------------------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 142,800.00

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

Description	Cost	Description	Cost
Please See Attached	55,143		
Subtotal From Additional Sheet(s):			
Subtotal B:			55143

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

Description	Cost	Description	Cost
Please See Attached	33,917		
Subtotal From Additional Sheet(s):			
Subtotal C:			33916.52

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 17%

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

Quantity Ordered:	3	X Subtotal of A + B + C:	231859.52	=	Subtotal D:	695578.56
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E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 1000

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

Description	Cost	Description	Cost
Diesel Upgrade 3 x 8065	24195	Sales Tax	56479.95
Freight 3 units	9000	Tire Fee	36.75
Subtotal F:			89711.7

Delivery Date: 120-150 Days **G. Total Purchase Price (D+E+F):** 786290.26

Code#	Published Options	
MX09166	Liquid Springs Suspension	\$ 12,870.00
100020	Lonseal- LonPlate (Diamond Plate)	\$ 630.00
100030	Dri-Dek in Exterior Compartments- Black	\$ 448.00
100040	Cabinet Laminate: Gloss Gray	\$ 770.00
200011	Air Horns, Buell dual horns through front bumper, momentary switch on front console, standard compressor, tank, fittings.	\$ 2,240.00
200200	Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system	\$ 1,232.00
99-0701	Power Door Locks: Key pad, Ford chassis only.	\$ 266.00
99-0678	Power Door Locks: Stealth Switch.	\$ 91.00
200240	Running Boards	\$ 843.00
99-0404	Momentary disable switch for scene and load lights on curbside wall ahead of squad bench & rear entry doors	\$ 259.00
99-0007	Splash Guard, stainless steel plate installed below fuel fill and DEF fill.	\$ 182.00
99-1776	Tow Eyes: Frame mounted through rear kick plate.	\$ 539.00
99-1761	Anti Theft device: Idle lock ignition security system	\$ 350.00
99-0764	Back-Up Camera, Color Monitor in Cab	\$ 1,650.00
99-0522	Dome Light: LED 11x180.00	\$ 1,980.00
400160	Inverter, Vanner 20-1050CUL- 1000watt, remote control w/switch in rear	\$ 1,880.00
99-0717	Shoreline: Auto Eject, 125 VAC, 20-Amp, 60 Hz straight-blade inlet w/hinged,	\$ 630.00
500118	All LED Light Package.	\$ 3,640.00
99-0700	M9 LED scene/load light 6x504.00	\$ 3,024.00
600100	Oxygen Outlet, Green Face Plate, Additional	\$ 175.00
99-0912	Suction System: SSCOR wall mount system with guage/regulator and canister holder.	\$ 945.00
99-0966	Oxygen oxy minder digital contents guage with maunal bypass	\$ 805.00
99-0718	ACC Super tie in Hot Weather package.	\$ 2,275.00
800005	Cabinets with CPR Seat and 2nd Action Area.	\$ 938.00
800057	Assist Rail, 1.25" Stainless w/Radius Ends, Over Squad Bench- IATS	\$ 175.00
99-0214	A-Bar with Sharps and Waste Holder	\$ 511.00
800140	Swivel Pedestal for EVS seat	\$ 249.00
800168	EVS Technician's Seat w/Child Restraint System with 4 point seat belt.	\$ 490.00
1000082	Paint: Type 1 module & chassis custom color	\$ 9,800.00
99-2009	Whelen 295HFSA7 remote dual siren amplifier with flush mount control	\$ 294.00
99-0354	Whelen Low frequency howler.	\$ 1,225.00
600065	Bracket, O2 Cylinder, Portable, Medix M-14J w/mount plate 2 x 266.00	\$ 532.00
800170	Glove Box Holder 3-Slot	\$ 245.00
800090	Corian Countertop- 1st / 2nd Action Area, Color- Gray Mist	\$ 1,500.00
99-0753	Cabinet drawer, 1 aluminum pull out with HD key line slides. 2 x 630	\$ 1,260.00
99-0713	Compartment #3: Steetside rear, 3 quarter height with inside/putside access,	\$ 210.00
		\$ 55,153.00

Unpublished

Ferno Inline95 W/UFP	\$ 4,964.46
Priority Green Opticom Emitter	\$ 525.06
Cabinet above 2nd action Area	\$ 355.00
ALS Pass through cabinet	\$ 825.00
Custom Cabinet Over Rear Doors	\$ 275.00
Paint wheels to match Body/Chassis	\$ 1,785.00
Custom Graphics	\$ 3,325.00
Armrests	\$ 330.00
Stone Guards 30" High	\$ 185.00
Rub Rail Warning Lights	\$ 1,125.00
Electrical Pre Wire for Additional Equipment	\$ 545.00
Havis Cradle with triple pass through antenna	\$ 586.00
Havis pole and install	\$ 315.00
Additional; 15 Minute Timer Switch	\$ 177.00
2 Streamlight SL 20 XP Flashlights	\$ 450.00
LINZ6 Grill Lights	\$ 260.00
Pre Wire for Nova X-PAK Opticom	\$ 575.00
Modify 2nd Action Area with tilt out sharps	\$ 750.00
Latching door on base of Attendants Seat	\$ 95.00
Additional Counter below pass thru window	\$ 475.00
Seat Covers	\$ 585.00
Constant Torque Hinges overhead cabinets	\$ 250.00
Custom Console	\$ 495.00
UV-C Disinfection Light	\$ 2,825.00
Comm Equipment Install	\$ 4,300.00
Spray Foam Insulation	\$ 266.00
FatMat Insulation	\$ 190.00
Additional; 15 Minute Timer Switch	\$ 177.00
Digital Clock w/Emergency Timer	\$ 400.00
Intercom System	\$ 6,506.00

\$ 33,916.52

CITY COUNCIL STAFF REPORT

Consent Item No. 8

December 01, 2021

File No. 0600-10

SUBJECT: Purchase Three (3) Sutphen Monarch Fire Engines from Sutphen Inc. of Dublin, Ohio.

DEPARTMENT: Public Works/Fleet Services

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2021-180, authorizing the Fleet Services Division to purchase three (3) Sutphen Monarch fire engines from Sutphen Inc. in the amount of \$2,452,493.03 through a cooperative purchase contract with Sourcewell, Contract No. 022818-SUT. The cooperative purchase price through Sourcewell includes all taxes, delivery, operator and mechanic training, apparatus inspections in Dublin Ohio, and all associated fees.

FISCAL ANALYSIS:

On October 27, 2021, City Council approved a budget adjustment of \$2,650,000 for the purchase of one (1) new Type 1 fire engine and the replacement of two (2) existing Type 1 fire engines. Fiscal Year 2021 General Fund end-of-year surplus funds in the amount of \$1,700,000 and \$950,000 in Public Facilities Fees will be used to purchase the three (3) new Type 1 fire engines.

BACKGROUND:

Front line Type 1 fire engines are needed at each of the seven fire stations in the City as they are the primary response apparatus for all emergency responses. In addition, reserve engines are required to account for front line fire engines that are placed out of service for preventative maintenance or other repairs. Reserve engines are also able to be staffed with off duty personnel to add surge capacity during major incidents locally or to assist other communities requesting help. Several of the current fire engines have aged beyond their recommended lifespan of 15 to 20-years and have reduced reliability, more frequent and longer repairs and higher costs to maintain. Older fire apparatus also lacks modern safety features and do not meet current emission standards.

Two existing 1999 Type 1 fire engines are being replaced due to exceeding their life expectancy of 20 years. One (1) additional Type 1 fire engine will be purchased to increase the reserve fire engine fleet from three (3) to four (4) units. The lead time to construct fire engines is estimated at 18 to 24 months; therefore, Staff is recommending that the most critical fire engines be replaced immediately so that they can be placed in service by 2023.

Upon approval from City Council, three (3) Type 1 pumper trucks will be purchased from Sutphen Inc. of Dublin, Ohio utilizing a Cooperative Purchasing Contract through Sourcewell, Contract No. 022818-

SUT, as allowed per section 10-91 of the City of Escondido Municipal Code, authorizing the purchase of supplies and equipment utilizing cooperative purchase programs.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joseph Goulart, Director of Public Works

11/23/21 5:45 p.m.

ATTACHMENTS:

1. Resolution No. 2021-180
2. Resolution No. 2021-180 Exhibit "A"

RESOLUTION NO. 2021-180

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AWARDING THE CONTRACT TO PURCHASE
THREE (3) 2022 SUTPHEN MONARCH FIRE
ENGINES TO SUTPHEN INC.

WHEREAS, the Fleet Services Division is replacing two existing Type 1 fire engines due to exceeding their standard life expectancy of twenty years, extensive hours of use, their current mechanical condition; and

WHEREAS, the two (2) existing Type 1 fire engines due for replacement are 1999 Kovatch Mobile Equipment (KME) fire engines, City unit No. 3129 and unit No. 3137; and

WHEREAS, staff evaluated the need for an additional Type 1 reserve fire engine and concluded that the Fire Department has an operational need for one (1) additional reserve Type 1 fire engine; and

WHEREAS, on October 27, 2021, City Council approved a budget adjustment of \$2,650,000, which consisted of using FY 2020/21 General Fund end-of-year surplus funds in the amount of \$1,700,000 and \$950,000 in Public Facilities Fees for the purchase and replacement of three (3) Type 1 fire engines; and

WHEREAS, SUTPHEN Inc. of Dublin, Ohio is the manufacturer of the Sutphen Monarch Fire Trucks; and

WHEREAS, Sourcewell conducted a competitive bid process for fire apparatus equipment and SUTPHEN Inc. was deemed to be the lowest most responsive bidder; and

WHEREAS, the Sourcewell Contract No. is 022818-SUT; and

WHEREAS, the City is utilizing cooperative purchasing with Sourcewell, and as allowed per Escondido Municipal Code section 10-91, the City may utilize a cooperative purchase contract, which has been duly conducted in a competitive manner by a State, County or any other Public or Municipal Agency; and

WHEREAS, staff recommends purchasing three (3) Sutphen Monarch fire engines from SUTPHEN Inc. in the amount of \$2,452,493.03, which includes sales tax and all other fees; and

WHEREAS, sufficient funds are available in Fund 229, Project No. 166101, for the purchase of three (3) new Type 1 fire engines; and

WHEREAS, the purchase price includes all options, as shown in Exhibit "A", which is attached to this Resolution and is incorporated by this reference; and

WHEREAS, the Type 1 fire engines being replaced by this purchase, as referenced above, are deemed surplus property and are no longer required for public use; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to authorize the purchase from SUTPHEN Inc. using a cooperative purchase agreement with Sourcewell, Contract No. 022818-SUT; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to accept the recommendations and approve the disposal of the surplus vehicles via auction.

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

1. That the above recitations are true.
2. That the City Council is authorized to approve, on behalf of the City, the Cooperative Purchase through Sourcewell, as allowed per Escondido Municipal Code section 10-91.
3. That the City Council approves Resolution No. 2021-180 authorizing the Mayor, or his designee, to execute such documents necessary to purchase three (3) Sutphen Monarch Type 1 fire engines from SUTPHEN Inc. in the amount of \$2,452,493.03, which includes sales tax, delivery, operator and mechanic training, and all other fees.
4. That the City Council authorizes the disposal of the existing two (2) fire engines which are being replaced by this purchase via auction with the City contracted auction company.



SUTPHEN

PROPOSAL

TO THE:
City of Escondido
1163 North Centre Parkway
Escondido, CA 92026

DATE: November 4, 2021

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

**Three (3) Sutphen Extreme Duty Monarch Rescue Pumpers
Complete and Delivered for the Total Sum of \$2,276,095.62**

CA Sales Tax \$176,395.41

Total \$2,452,493.03

Note the above price assumes the purchase of 3 trucks. Price consideration has been given for the multiple unit purchase. In the event a lesser amount is purchased the price will need to be recalculated for the number of units to be purchased.

The units shall be manufactured completely in accordance with the following proposal and delivered in approximately **18-20** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal price is based the Sutphen Corporation's Cooperative Purchasing Contract (022818-SUT) with Sourcewell. Sutphen provides a 15% discount from list to Sourcewell customers. If the contract or purchase order is not received within this proposed duration of 45 days, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

Scott Barratt

Scott Barratt
Republic Fire Equipment LLC (CA Dealer #03868)
Authorized Representative for Sutphen Corporation

SUTPHEN CORPORATION

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860

Item 8.

SUTPHE
ESCONDIDO FIRE DEPARTMENT
ESCONDIDO, CA

CUSTOMER: SUTPHE
CUSTOMER NO.: 021821
CUSTOMER ADDRESS: 1000 SUTPHE BLVD
ESCONDIDO, CA 92027

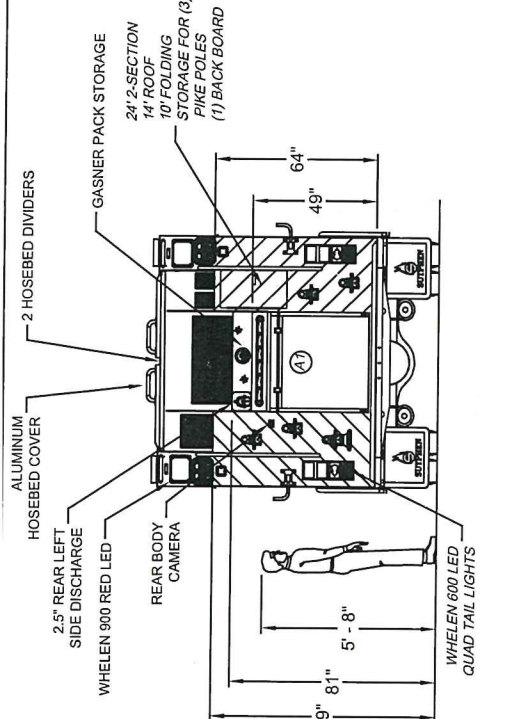
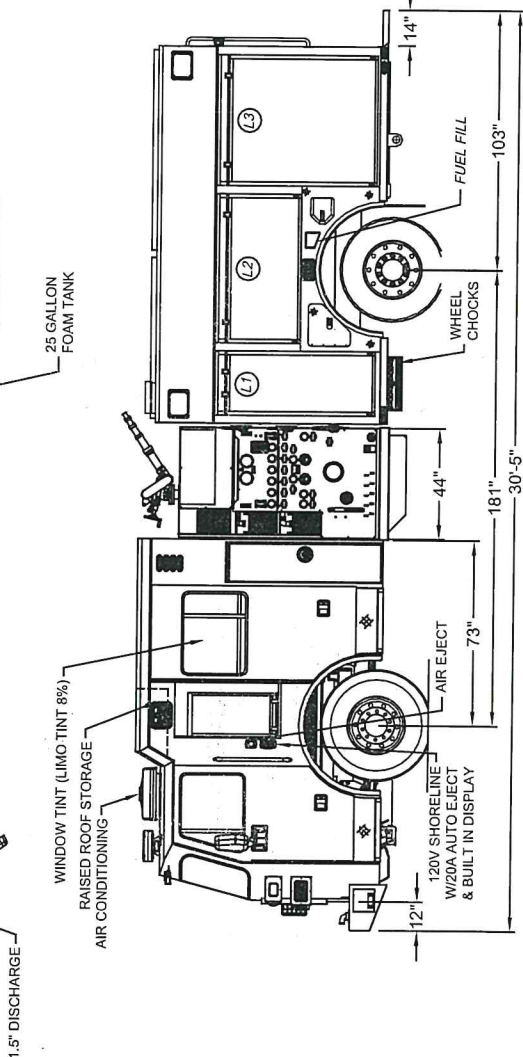
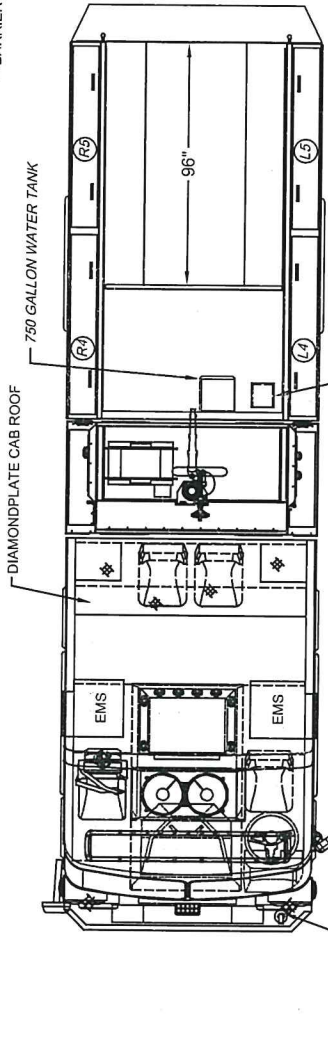
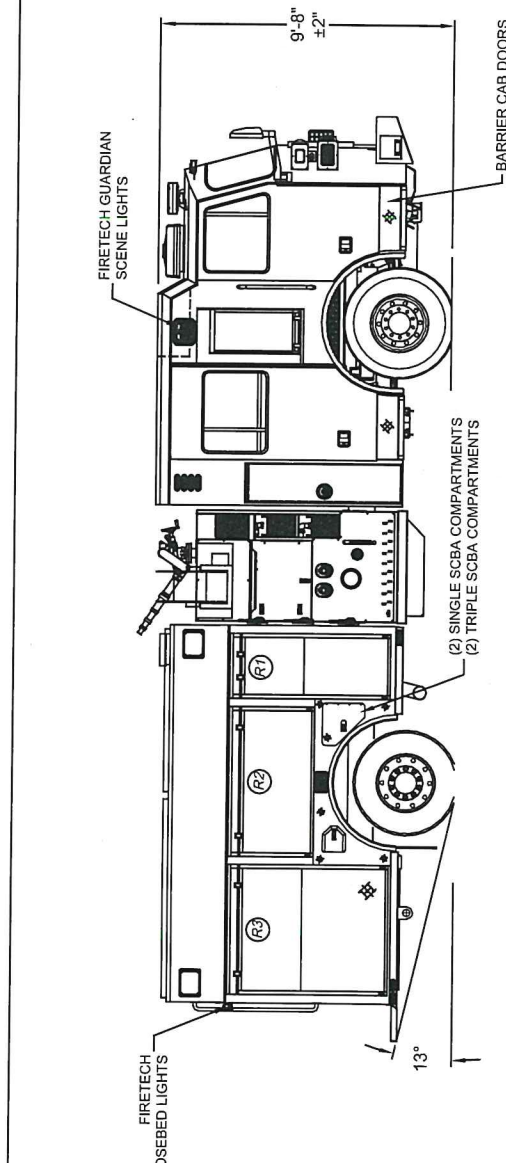
DRAWN BY: K. EXEL
DATE: 07/24/2021
MFG. FACILITY: URBANA
BY: DATE

DESCRIPTION: SUTPHE CORPORATION
REV. 1

CUSTOMER APPROVAL

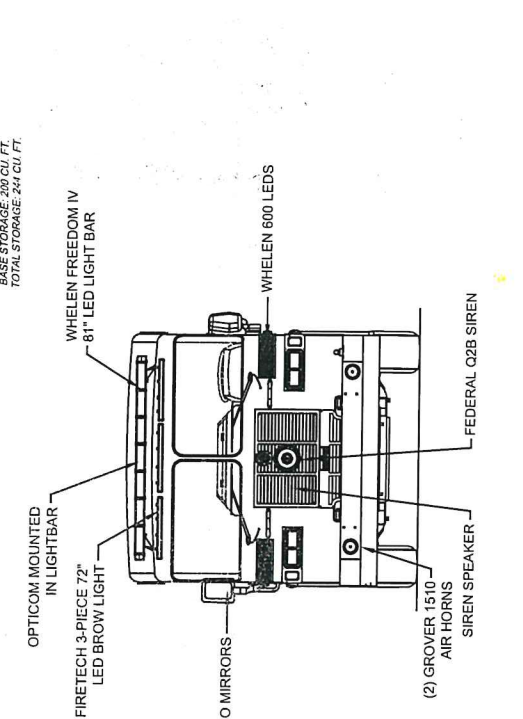
NAME: _____
TITLE: _____
DATE: _____

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COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
L1	ROLL-UP	25"W X 66"H X 26"D	21" L2" W X 56" X 19"H	31.0 CU. FT.
L2	ROLL-UP	55"W X 31" L2" H X 26"D	56" L1" W X 27"H	26.0 CU. FT.
L3	ROLL-UP	51" L2" W X 66"H X 26"D	48" 3/4" W X 56" L2" H	42.4 CU. FT.
L4/L5	LIFT-UP	24"W X 13.5"H X 19"D	87"W X 9.5"H	22.0 CU. FT.
COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
R1	ROLL-UP	25"W X 66"H X 26"D	22" L2" W X 56" L2" H	18.9 CU. FT.
R2	ROLL-UP	59"W X 31" L2" H X 11"D	56" L1" W X 27"H	13.7 CU. FT.
R3	ROLL-UP	51" L2" W X 66"H X 26"D	48" 3/4" W X 56" L2" H	36.0 CU. FT.
L4/L5	LIFT-UP	24"W X 13.5"H X 19"D	87"W X 9.5"H	22.0 CU. FT.
COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
A1	ROLL-UP	39" L2" W X 44"H X 31"D	36" 3/4" W X 34" L1" H	31.2 CU. FT.

BASE STORAGE: 209 CU. FT.
TOTAL STORAGE: 244 CU. FT.



DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION. THE EVENT OF A DISCREPANCY BETWEEN THE DIMENSIONS AND DRAWING, THE DIMENSIONS SHALL PREVAIL. SUTPHE ASSUMES NO RESPONSIBILITY FOR ANY DISCREPANCY ONLY SOME ITEMS MAY NOT BE SHOWN OR NOTED.

 <p>Sutphen Component Report Dealership: Republic Fire Equipment</p>	<p>HS- Escondido Fire Dept, CA Pumper</p>
	<p>Order#: SQB012583_1 Contact: Position: Phone: Mobile: Email:</p>

Bill To	Ship To
<p>Customer: City of Escondido Contact: B.C. Sargis Address: 201 N. Broadway Escondido, CA 92025</p>	<p>Customer: City of Escondido Contact: Fire Department Battalion Chief Ronald Sargis Address: 201 N Broadway Escondido, CA 92026</p>

Comments
<p>Project Coordinator: Sales Person: Truck Type: Body Facility:</p>

Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1		1	**ENG Facility = Urbana Pumper Division
2		1	**ENG Truck Series = Program 1
3		1	**ENG Pump Module Series = Program Module
4		1	**ENG Electrical System = Point-to-Point
5		1	**ENG Cooperative Purchasing = Sourcewell (022818-SUT)
6	10000220	1	DETAILED (As - Built) WIRING SCHEMATIC
7	10000301	3	~PRECONSTRUCTION CONFERENCE, ZONE 2 - PER PERSON, PER TRIP (3)
8	10000306	3	~MID INSPECTION TRIPS, ZONE 2 - PER PERSON, PER TRIP (3)
9	10001200	1	MAXIMUM APPARATUS HEIGHT = TBD
10		1	**ENG Overall Apparatus Height = TBD +/- 2".

11	10001220	1	MAXIMUM APPARATUS LENGTH = TBD
12		1	**ENG Overall Apparatus Length = TBD +/- 2".
13	10310100	1	CHASSIS

Line	Item #	Qty	Item Description/Comments
CHASSIS			
14	10010006	1	CHASSIS, CUSTOM
15	51070196	1	WHEELBASE = 181
16		1	**ENG AF Number = TBD
17	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)
18	45010001	1	FRONT TOW EYES, BELOW BUMPER
19	45010015	1	FRONT TOW EYE FINISH, PAINTED
20	46010000	1	REAR TOW EYES
21	40010250	1	STEERING - ROSS TAS-85
22	22010050	1	DRIVE LINE, SPICER, 1810 SERIES
23	54088888	1	MERITOR DRIVER CONTROLLED DIFF LOCK
24		1	**CLAR NOTES, Rear Axle will have MERITOR DCDL (DRIVER CONTROLLED DIFFERENTIAL LOCK) with dash mounted control.
25	23014230	1	ENGINE, CUMMINS X 12 500HP DOC-DPF-DEF-SCR OBD
26	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS X12 / X15
27	23030006	1	AIR INTAKE/EMBER SEPARATOR
28	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
29	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
30	23088888	1	FILTER, CUMMINS, REMOTE MOUNTED

31		1	**CLAR NOTES, Cummins Remote Oil Filter kit will be provided and installed on the X12 engine. This will improve access in proximity to the frame rail for fleet personnel, speeding oil change time. Exact location TBD preconstruction conference.
32	47012440	1	TRANSMISSION, ALLISON GEN 5, EVS4000R (W/Transmission Retarder & Foot Pedal Control Reference HS-5451)
33	23110000	1	JACOBS ENGINE BRAKE
34	47024050	1	TRANSMISSION COOLER
35	47030000	1	ALLISON TOUCH PAD SHIFTER
36		1	**ENG Shifter Pad Gearing = 6 Gears open.
37	21021200	1	COOLING SYSTEM

Line	Item #	Qty	Item Description/Comments
38	21030195	1	COOLANT FILTER
39	21030000	1	FAN CLUTCH
40	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
41	47088888	1	T SHIFT FOR TRANS
42		1	**CLAR NOTES, An Allison T-Handle Shifter shall be provided. Reference HS-5451.
43	26010000	1	FUEL TANK, STEEL, 65 GALLONS
44	26030000	1	FUEL FILL
45	26030100	1	FUEL COOLER
46	24040000	1	DIESEL EXHAUST FLUID TANK
47		1	**ENG DEF Access = Hinged Door for DEF Access.
48	13012115	1	ALTERNATOR, C.E. NIEHOFF 360 AMP C527
49	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
50	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
51	15031700	1	BATTERY JUMPER TERMINALS

52	15030450	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ BUILT IN BAR GRAPH DISPLAY 091-55-234-XXX
53		1	**ENG Shoreline Inlet Location = Driver's side of Cab, standard location.
54		1	**ENG Shoreline Cover Color = Black.
55	15031565	1	BATTERY CHARGER, KUSSMAUL LPC 40
56		1	**ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable)
57	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
58	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
59	41040510	1	STEER ASSIST
60	43010305	1	FRONT TIRES GOODYEAR 385/65R22.5 LRJ G296 22.5 x 12.25 WHEELS
61	14510520	1	REAR AXLE, MERITOR RS-24-160 24,000 LB.
62	14530100	1	TOP SPEED, 68 MPH
63	42010010	1	REAR SUSPENSION, FIREMAAX 24,000 LBS. AIR RIDE

Line	Item #	Qty	Item Description/Comments
64	44010320	1	TIRES, REAR, GOODYEAR 12R22.5 LRH G622 MUD & SNOW 24,000 - 27,000 GVWR
65	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
66	44210100	1	WHEELS, ALUM, ACCURIDE (max 27K rear)
67	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
68	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
69	44271100	1	MUD FLAPS, FRONT (PAIR)
70	44271200	1	MUD FLAPS, REAR (PAIR)
71	16010265	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, MERITOR DISC PLUS EX225 REAR (SINGLE AXLE)
72	18010041	1	AIR BRAKE SYST 4 TANKS WABCO 1200 DRYER

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73	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS
74	18030140	1	AIR INLET CONNECTION
75		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
76	18030150	1	AUXILIARY AIR INLET CONNECTION
77	18033000	1	KUSSMAUL 091-28 AIR EJECT W/FEM COUPLING
78		1	**ENG Air Eject Location = Determined at Pre-Con.
79		1	**ENG Air Eject Cover Color = Yellow.
80	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
81	18220500	1	NO ELEC STABILITY CONTROL SYS
82	18110000	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES
83	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
84	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
85	10310110	1	CAB
CAB			
86	11023250	1	CAB TSAL4E 73" 10" RR 1/2
87	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
88	11030950	1	CAB LOCKDOWN LATCHES

Line	Item #	Qty	Item Description/Comments
89	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
90		1	**ENG Cab Tilt Controls = Officer's side Pump Panel.
91	11031100	1	MANUAL BACK-UP TILT SYSTEM
92	11031355	1	CAB DOORS, BARRIER STYLE (4)
93	11031364	1	LOWER CAB STEP WELLS, RAPTOR (BLACK) & TREADPLATE BACK WALL (EA) (4)

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94	11031387	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
95	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
96	11031421	1	CAB DOOR WINDOWS, POWER (4)
97	11031400	1	DELETE CAB SIDE WINDOWS
98	11031460	1	NO WINDOWS, BACK WALL OF CAB
99	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (2)
100	52010010	1	ELECTRIC INTERMITTENT WIPERS
101	52030200	1	WINDSHIELD WASHER RESERVOIR
102	38028888	1	SPECIAL Mirror RAMCO Heated & Remote RGT Cowl MNT LFT Door MOunt
103		1	**CLAR NOTES, Ramco, Heated & Remote Mirrors
104	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X12/X15)
105	11024500	1	FLAMING "S" LOGO, UPPER GRILLE, REFLECTIVE RED
106	11024605	1	LOWER GRILLE, POLISHED STAINLESS (X12/X15)
107	32588888	1	ELECTRIC KEYLESS ENTRY DOOR LOCKS
108		1	**CLAR NOTES, ELECTRIC KEYLESS ENTRY DOOR LOCKS Electric keyless entry door locks will be provided.
109	32588888	1	KEYLESS ENTRY OVERRIDE
110		1	**CLAR NOTES, KEYLESS ENTRY OVERRIDE Keyless entry override will be provided.
111	20028888	1	SPECIAL Bumper BUMPER, 12" WUI, PAINTED FORMED STEEL CHANNEL
112		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
113	20029830	1	BUMPER SIDES, PAINTED STEEL, W/POCKET (12-24" EXTENSION)

Line	Item #	Qty	Item Description/Comments
114	20040290	1	STORAGE WELL,

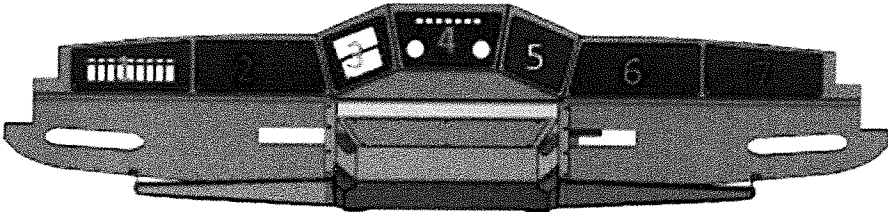
115		1	**CLAR NOTES, Please reference CHF-4214 for design
116	20040295	1	STORAGE WELL COVER, VELCRO STRAPS (2)
117	20030500	1	NO CUT-OUT IN STORAGE WELL COVER
118	20042140	1	PROTECTIVE BUMPER COATING, RAPTOR, TOP EDGE OF FRONT BUMPER
119		1	**ENG Protective Bumper Coating Color = Black.
120	12010520	1	AIR HORNS, DUAL, GROVER #1512 ROUND, 21"
121		1	**ENG Air Horns Location: Outboard, (1) each side.
122	12030025	1	AIR HORNS CUTOUPS THRU BUMPER, ROUND, NO PERFORATIONS
123	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
124	12040010	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE
125	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC
126	12620200	1	SIREN SPEAKER, 100W, WHELEN, SA314B, BLACK FINISH
127	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
128	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS
129		1	**ENG Headlight Interior Finish = Chrome.
130	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)
131	32530700	1	DAYTIME RUNNING LIGHTS
132	32530754	1	ICC, LED BROW LIGHT INTEGRATED MARKERS
133	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
134	27030620	1	COAT HOOKS ON LOWER GRAB HANDRAILS, DRIVER'S SIDE (1)
135	27030660	1	COAT HOOKS ON LOWER GRAB HANDRAILS, OFFICER'S SIDE (1)
136	27030710	1	HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR)
137	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY

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138	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
139	11032015	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS W/CLEAN CAB SLIDE-OUT

Line	Item #	Qty	Item Description/Comments
140	11032410	1	EXTERIOR COMPARTMENT DOOR LOCK
141	11032110	1	OPENING TO DRIVER'S SIDE CREW SEAT COMPT
142	11032065	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS W/CLEAN CAB SLIDE-OUT
143	11032410	1	EXTERIOR COMPARTMENT DOOR LOCK
144	11032120	1	OPENING TO OFFICER'S SIDE CREW SEAT COMPT
145	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
146	31010285	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/GRAY-BLACK DURAWEAR
147	11032929	1	DOOR PANEL, FULL STS
148	11032958	1	REFLECTIVE MATL, INTERIOR CAB DOORS, REFLEXITE
149		1	**ENG Reflective Striping Color = #030 Red Transparent & #018 Yellow.
150		1	**ENG Reflective Striping Verbiage = "SUTPHEN"
151	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
152	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
153	22510531	1	ENGINE ENCLOSURE COVERING, SCORPION GRAY URETHANE BLEND
154	11031681	1	TOOL MOUNTING PLATE, TOP OF ENGINE ENCLOSURE
155	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE
156	22610050	1	ENGINE HOOD LIGHT, LED (1)
157	11031509	1	GLOVE BOX, FDNY STYLE
158	11031702	1	UPPER CREW DOOR AREA, GLOVE BOX HOLDERS (FLAT BACK)
159	31088888	1	SPECIAL ITEM, Clip Board on glove box cover

160		1	**CLAR NOTES, Clip Board On Glove Box Door A stainless steel clipboard will be attached to the glove box door. Reference HS-5451.
161	31088888	1	SPECIAL ITEM, BULLARD QXT BUNDLE
162		1	**CLAR NOTES, BULLARD THERMAL IMAGER QXT BUNDLE A Bullard QXT Bundle Thermal Imager Red/Black with Truck mount will be provided and mounted in cab. Exact location tbd precon.
163	31088888	1	SPECIAL ITEM, COMMUNICATIONS EQUIPMENT

Line	Item #	Qty	Item Description/Comments
164		1	**CLAR NOTES, COMMS EQUIPMENT: - MOTOROLA APX6500 05 800MHZ HEAD UNITS (TWO) - ANTENNA FOR ABOVE LAIRD A8063 800-896 MHZ 3db, OPEN COIL MOBILE ANTENNA 14" - KENWOOD NX5700 VHF HEAD UNIT (TWO HEAD UNITS) - ANTENNA FOR ABOVE MWV1365S 136-174 MHZNO TUNE WIDEBAND VHF ANTENNA 21"
165	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
166	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
			Upper Command Console: 
167		1	**ENG Overhead Console Panel's Finish: Black Wrinkle.
168		1	**ENG Overhead Console Position 1 TBD
169		1	**ENG Overhead Console Position 2 TBD
170		1	**ENG Overhead Console Position 3 TBD
171		1	**ENG Overhead Console Position 4 TBD
172		1	**ENG Overhead Console Position 5 TBD
173		1	**ENG Overhead Console Position 6 TBD
174		1	**ENG Overhead Console Position 7 TBD

175	30010500	1	LOWER COMMAND CONSOLE, L9 & X12
			<p>Lower Command Console (9L & 12L engines):</p>

Line	Item #	Qty	Item Description/Comments
176		1	**ENG Lower Command Console Finish: Black Urethane.
177		1	**ENG Lower Console Panel's Finish: Black Wrinkle.
178		1	**ENG Lower Console Position 1 TBD
179		1	**ENG Lower Console Position 2 TBD
180		1	**ENG Lower Console Position 3 TBD
181		1	**ENG Lower Console Position 4 TBD
182		1	**ENG Lower Console Position 5 TBD
183	30010710	1	CAB PUMP SHIFTER, AIR (FOR HALE G-SERIES / WATEROUS C20 PUMP TRANSMISSION)
184	30031610	1	DO NOT MOVE LIGHT, WHELEN TIR3 LED
185		1	**ENG Door Ajar Light Location = Centered below upper command console.
186	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
187	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
188	30031100	1	HIGH IDLE SWITCH
189	30031775	1	12V POWER POINTS, (2)
190		1	**ENG Power Point Location #1: Lower Console Position 3, Driver's corner.

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191		1	**ENG Power Point Location #2: Lower Console Position 3, Officer's corner.
192	30031802	1	12V DUAL PORT USB POWER POINTS, (2)
193		1	**ENG USB Power Point Location #1: Lower Console Position 3, Driver's corner.
194		1	**ENG USB Power Point Location #2: Lower Console Position 3, Officer's corner.
195	11040000	1	CAB ACCESSORY FUSE PANEL
196	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
197		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.
198	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
199		1	**ENG Requirements (AMPS) for Power/Ground Studs in Lower Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.

Line	Item #	Qty	Item Description/Comments
200	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT
201		1	**ENG Requirements (AMPS) for Power/Ground Studs Under Officers Seat: (1) 12-volt 40-amp controlled by the battery switch. (1) 12-volt 60-amp controlled by the ignition switch. (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 100-amp ground.
202	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
203	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
204	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
205	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
206	28090003	1	HEAT TO FEET
207	28090100	1	A/C TO FACE
208	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
209	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
210	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)

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211	38320000	1	HELMET STORED IN COMPARTMENT
212	39010151	1	OFFICER'S SEAT, BOSTROM SIERRA, ELECTRIC ABTS (DURAWEAR PLUS, LOW SEAM)
213	39030020	1	OFFICER'S SEAT COMPT, FRONT DOOR
214	38320000	1	HELMET STORED IN COMPARTMENT
215	11031841	1	EMS CABINET, REAR FACING, EXTERIOR ROLL-UP
216	11031920	1	EXTERIOR ROLL-UP DOOR, AMDOR, NON-PAINTED
217	11032410	1	EXTERIOR COMPARTMENT DOOR LOCK
218	11032200	1	INTERIOR ACCESS, NOT PROVIDED
219	11032315	1	ADJUSTABLE SHELVES, NOT PROVIDED
220	11031841	1	EMS CABINET, REAR FACING, EXTERIOR ROLL-UP
221	11031920	1	EXTERIOR ROLL-UP DOOR, AMDOR, NON-PAINTED
222	11032410	1	EXTERIOR COMPARTMENT DOOR LOCK
223	11032200	1	INTERIOR ACCESS, NOT PROVIDED
224	11032315	1	ADJUSTABLE SHELVES, NOT PROVIDED

Line	Item #	Qty	Item Description/Comments
225	39528888	1	CREW SEAT, NON-SCBA, DURAWAER PLUS LOW SEAM
226		1	**CLAR NOTES, Special Crew Seat Non SCBA Durawear Plus Low Seam Special crew seat non scba durawear plus low seam. Reference HS-6403 Buckeye AZ.
227	38320000	1	HELMET STORED IN COMPARTMENT
228	39528888	1	CREW SEAT, NON-SCBA, DURAWAER PLUS LOW SEAM
229		1	**CLAR NOTES, Special Crew Seat Non SCBA Durawear Plus Low Seam Special crew seat non scba durawear plus low seam. Reference HS-6403 Buckeye AZ.
230	38320000	1	HELMET STORED IN COMPARTMENT
231	39550100	1	SEAT COLOR, GRAY

232	39530710	4	BOSTROM ZIP CLEAN REMOVABLE COVERS, BOTTOM SEAT CUSHION, INCLUDES AN ADDITIONAL COVER (PER SEAT) (4)
233	39530715	4	ADDITIONAL BOSTROM ZIP CLEAN REMOVABLE COVERS, BOTTOM SEAT CUSHION - EACH (4)
234	39530720	4	BOSTROM ZIP CLEAN REMOVABLE COVERS, BACK REST (4)
235	39530725	4	ADDITIONAL BOSTROM ZIP CLEAN REMOVABLE COVERS, BACK REST - EACH (4)
236	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
237	39710019	1	CREW SEAT COMPT, FIXED PANELS (73" CAB)
238	11031741	1	OVERHEAD STORAGE, FRONT OF 10" RR W/NET, CENTER ONLY
239	84541601	1	MOUNTING OF CUSTOMERS RADIO-DUAL HEAD
240	84541700	2	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA (2)
241	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT
242	84561015	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, TWO CAMERAS (WIRED)
243		1	**ENG Camera Mounting Location #1 = Rear of Body.
244		1	**ENG Camera Mounting Location #2 = Below Officer's Headlight Housing.
245		1	**ENG Camera Monitor Mounting Location TBD @ Precon.
246	11088888	1	SPECIAL ITEM, FIRECOM WIRELESS INTERCOM SYSTEM
247		1	**CLAR NOTES, 4 - USER FIRECOM WIRELESS INTERCOM SYSTEM 1 - UHW505 HEADSET 4 - PAIR RED RUGGEDIZERS 1- FHW505 HEADSET 2- UHW503 HEADSETS

Line	Item #	Qty	Item Description/Comments
			1- WB505R WIRELESS BASESTATION 1 - 5100D DIGITAL INTERCOM 2 - MOBILE RADIO CABLES 4 - NFPA HANGER HOOKS
248		1	**CLAR NOTES, --Stereo to have recessed speakers above driver and officer
249	10310200	1	PUMP & PLUMBING

PUMP & PLUMBING

250	60080022	1	PUMP, HALE XS QMAX 2000 GPM SINGLE STAGE
251	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
252	60025960	1	PUMP GEARBOX YOKE, 1810
253	60026000	1	PUMP PACKING, HALE
254	60031005	1	ALLOY ANODES, HALE (2)
255	60035121	1	PUMP TEST, MISTRAS GROUP, INC
256	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
257	62010002	1	STAINLESS STEEL PIPING
258	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE
259	61729120	1	VALVE, AKRON, HEAVY DUTY
260	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
261	73090001	1	TANK FILL 2"
262	61729120	1	VALVE, AKRON, HEAVY DUTY
263	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
264	61090009	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS
265	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
266	63021500	1	6" MAIN SUCTION, LEFT SIDE
267	63035100	1	TFT BALL INTAKE VALVE
268	65090000	1	2.5" LEFT SIDE INLET
269	61729120	1	VALVE, AKRON, HEAVY DUTY
270	61770905	1	ACTUATOR, VALVE, SWING CONTROL

Line	Item #	Qty	Item Description/Comments
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271	60036010	1	THREADS, NST
272	63025500	1	6" MAIN SUCTION, RIGHT SIDE
273	63035100	1	TFT BALL INTAKE VALVE
274	64090000	1	2.5" RIGHT SIDE INLET
275	61729120	1	VALVE, AKRON, HEAVY DUTY
276	61770905	1	ACTUATOR, VALVE, SWING CONTROL
277	60036010	1	THREADS, NST
278	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1
279	61729120	1	VALVE, AKRON, HEAVY DUTY
280	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
281	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
282	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
283	60036010	1	THREADS, NST
284	61840100	1	ADAPTER, 2.5"NST FE X 1.5" NST M W/CAP & CHAIN
285	70525900	1	2.5" DISCHARGE, LEFT - POSITION 2
286	61729120	1	VALVE, AKRON, HEAVY DUTY
287	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
288	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
289	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
290	60036010	1	THREADS, NST
291	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 3
292	61729120	1	VALVE, AKRON, HEAVY DUTY
293	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1

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294	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
295	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
296	60036010	1	THREADS, NST

Line	Item #	Qty	Item Description/Comments
297	61840100	1	ADAPTER, 2.5"NST FE X 1.5" NST M W/CAP & CHAIN
298	71025908	1	3" DISCHARGE W/4" OUTLET, RIGHT - POSITION 4
299	61729120	1	VALVE, AKRON, HEAVY DUTY
300	61770945	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9333
301	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
302	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
303	60036010	1	THREADS, NST
304	71590000	1	DISCHARGE, 2.5" LEFT REAR
305	61729120	1	VALVE, AKRON, HEAVY DUTY
306	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
307	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
308	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
309	60036010	1	THREADS, NST
310	61840100	1	ADAPTER, 2.5"NST FE X 1.5" NST M W/CAP & CHAIN
311	72290000	1	1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING
312	61729120	1	VALVE, AKRON, HEAVY DUTY
313	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
314	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
315	60036010	1	THREADS, NST

316		1	**ENG Front Bumper Swivel Location/Side = Driver's side.
317		1	**ENG Front Discharge Swivel Location/Trough = Top of Bumper.
318	72240100	1	VERTICAL STOP PINS FOR FRONT BUMPER SWIVEL
319		1	**ENG Vertical Stop Pins = Installed one each side of the front bumper swivel to keep the hose from swinging into the cab.
320	72590002	1	DECK GUN DISCHARGE 3"
321	61729160	1	VALVE, AKRON, SLOW CLOSE
322	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1

Line	Item #	Qty	Item Description/Comments
323	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
324	72570110	1	DECK GUN TERMINATION, FLANGED
325	72554800	1	MONITOR, AKRON APOLLO 3423 W/QUAD STACKED TIPS & STREAM SHAPER
326	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL
327	72890005	1	CROSSLAY, ONE 2.5" & SPEEDLAYS, TWO 2" W/SWIVELS & POLY LIFT-OUT TRAYS
328		1	**ENG Crosslay Hose Load Requirement = 2.5" Crosslay 200' 2.5" DJ Two Speedlays 150' each of 1.75" DJ
329	61729120	3	VALVE, AKRON, HEAVY DUTY (3)
330	61770900	3	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 (3)
331	77090000	3	GAUGE, DISCH, CLASS 1 2.5" (3)
332	60036010	3	THREADS, NST (3)
333	72854500	2	ADDITIONAL POLY TRAY (EA) (2)
334	72910805	1	COVERS, ALUM/VINYL FOR CROSSLAY/SPEEDLAY
335		1	**ENG Crosslay/Speedlay Side Covers Color = Black.
336		1	**ENG Crosslay/Speedlay Vinyl Side Covers Fastener = Velcro Straps.

337		1	**ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con.
338	84090003	1	BOOSTER REEL, LOW PRESSURE, W/150' OF 1" HOSE & NOZZLE, MTD IN DUNNAGE AREA (SM)
339	61729120	1	VALVE, AKRON, HEAVY DUTY
340	61770930	1	ACTUATOR, VALVE, AIR, W/ TOGGLE SWITCH
341	60036010	1	THREADS, NST
342		1	**ENG Booster Reel Nozzle = Akron1702
343	61742000	1	MASTER PUMP DRAIN, MULTIPORT
344	61790510	12	DRAIN VALVES, HALE, LIFT-UP (12)
345	10310210	1	FOAM SYSTEM
FOAM SYSTEM			
346	73590120	1	FOAM SYSTEM, HALE SMARTFOAM 5.0 (PRG)

Line	Item #	Qty	Item Description/Comments
347		1	**ENG Class of Foam = Class A Foam
348	73531400	1	FOAM TANK 25 GALLON BUILT INTO BOOSTER TANK
349	73588888	1	SPECIAL ITEM, Foam Capable Discharges (6)
350		1	<p>**CLAR NOTES, FOAM CAPABLE DISCHARGES (6)</p> <p>Customer desires the following discharges be foam capable:</p> <p>Front Bumper Booster Reel 2.5" Transverse Pre-connect Upper Speedlay Lower Speedlay Rear 2.5" Discharge</p> <p>Customer is aware system will not supply all of these discharges accurately as system is 5.0 gpm. Discuss options at precon.</p>
351	10310220	1	PUMP PANEL
PUMP PANEL			

352	74914130	1	PRG SM3 - SIDE MOUNT PUMP PANEL (CROSSLAY/SPEEDLAYS)
353	74928100	1	PUMP MODULE LENGTH, 44"
354	74929130	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT, CROSSLAY W/ SPEEDLAYS
355	74930710	1	PANEL FINISH, BRUSHED STS 14 GAUGE (PRG)
356		1	**ENG Pump Panel Label Verbiage Standard = Yes.
357	74931055	1	COLOR CODING (PRG)
358		1	**ENG Color Coding Standard = Yes.
359	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
360	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
361	74931590	1	PLUMBING FINISH, NON-PAINTED
362		1	**ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated.
363	74931690	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS
364	75040230	1	FLOATING TROUGH IN RUNNING BOARD, BOTH SIDES
365		1	**ENG Running Board Trough Cover = Velcro Straps.
366	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)

Line	Item #	Qty	Item Description/Comments
367	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)
368	75588888	1	SPECIAL ITEM, REMOTE MOUNT PRIMER
369		1	**CLAR NOTES, Remount mount primer in case front suction is added.
370	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)
371	60090030	1	PUMP PRIMER, TRIDENT, AIR
372		1	**ENG Primer Mounting Location = Primer mounting location must be higher than the rear suction piping.
373	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION

374	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)
375	76031960	1	AIR OUTLET, BOTH SIDES OF PUMP PANEL, WITH 25' OF HOSE
376	76030900	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL
377	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
378	75588888	1	SPECIAL ITEM, Air Horn Switch, Both Sides
379		1	**CLAR NOTES, Both Pump Panels (Driver & Officers side) to have an Air Horn push button switch, to be labeled EVACUATION.
380	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)
381	77590000	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-4
382	77590040	1	GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-4
383		1	**ENG Class of Foam for Foam Gauge = Class A.
384	76588888	1	SPECIAL ITEM, TWO WHELEN 500 LED MONSTER GAUGES
385		1	**CLAR NOTES, WHELEN 500 SERIES LED MONSTER GAUGES Two (2) Whelen 500 series LED Monster Gauges (Multicolor), will be provided and installed, one on each side of cab, behind crew door high.
386	10310230	1	WATER TANK
WATER TANK			
387	83525200	1	WATER TANK BRAND, UPF
388	83590004	1	WATER TANK, 750 GAL, POLY
389	10310300	1	BODY

Line	Item #	Qty	Item Description/Comments
BODY			
390	80089500	1	BODY SUBFRAME, PROGRAM 1 PUMPER
391	80189520	1	BODY G2 - ALUM 40/51 LAD CHUTE

392	80245012	1	UPPER HATCH COMPARTMENT, LEFT & RIGHT SIDES
393	81130200	1	ADJUSTABLE SHELF [L1] (1)
394	81150000	1	250# ADJUSTABLE VERTICAL SLIDE-OUT PANEL [L1] (1)
395	81150100	2	250# ROLL OUT DRAWER ADJUSTABLE TRACK [L1] (2)
396	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L1] (1)
397	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L2] (1)
398	81130200	1	ADJUSTABLE SHELF [L3] (1)
399	81150000	1	250# ADJUSTABLE VERTICAL SLIDE-OUT PANEL [L3] (1)
400	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L3] (1)
401	81130200	1	ADJUSTABLE SHELF [R1] (1)
402	81150000	1	250# ADJUSTABLE VERTICAL SLIDE-OUT PANEL [R1] (1)
403	81150100	2	250# ROLL OUT DRAWER ADJUSTABLE TRACK [R1] (2)
404	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R1] (1)
405	81150050	1	250# ADJUSTABLE SWING-OUT TOOL BOARD [R2] (1)
406	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R2] (1)
407	81130200	1	ADJUSTABLE SHELF [R3] (1)
408	81140100	1	FIXED VERTICAL DIVIDER [R3] (1)
409	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R3] (1)
410	81150305	1	600# SLIDE-MASTER TRAY, 100% SLIDEOUT [A1] (1)
411	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [A1] (1)
412		1	**ENG Turtle Tile Color = Black
413	81165705	1	UNISTRUT TRACK IN COMPTS
414	80290025	1	COMPT DOORS, AMDOR ROLL-UP, SATIN FINISH

Line	Item #	Qty	Item Description/Comments
415	80225100	1	REAR COMPT DOOR (A1) AMDOR ROLL-UP, SATIN FINISH
416	80230008	9	PULL CORDS FOR ROLL-UP DOORS (9)
417		1	**ENG Doors to have splash guards w/drains = All
418	80230003	9	ROLL-UP DOOR DRIP PAN/GUARD (WITH DRAIN) (9)
419		1	**ENG Doors to have splash guards w/drains = All
420	80230300	1	COMPT INTERIOR FINISH, SMOOTH
421	80230200	7	COMPT DOOR LOCKS, KEYED ALIKE (7)
422	84531215	1	COMPT LIGHTING, TECNIQ LED E44 LIGHT STRIPS, 2 PER COMPT
423	80288888	1	SPECIAL ITEM, MODIFIED G2 BODY
424		1	**CLAR NOTES, Body will be a modified G2 body that is designed by Jason Haulman
425	80288888	1	SPECIAL ITEM, COMPT DOOR LOCKS KEYED ALIKE
426		1	**CLAR NOTES, COMPARTMENT DOOR LOCKS KEYED ALIKE All compartment doors to be keyed alike. Key Choice tbd precon.
427	80288888	1	SPECIAL ITEM, ELECTRONIC BODY DOOR LOCKS
428		1	**CLAR NOTES, ELECTRONIC BODY DOOR LOCKS Electronic body door locks to be provided & tied into cab door lock system.
429	81380000	1	HOSEBED W/REMOVABLE ALUMINUM FLOORING
430		1	**ENG List the Hose Bed Hose Load Req. = HOSEBED LOAD 1000' 4" SJ X2 400' 2.5" DJ X2 Highrise Bundles & Gazner Packs
431	81330100	1	STANDARD HOSEBED HEIGHT
432	81410200	1	COVER, ALUMINUM 2 PC, MAIN HOSE BED
433	81331150	1	ALUM HOSEBED COVER SUPPORT, FIXED CENTER

434	81431200	1	REAR HOSEBED COVER, VINYL
435		1	**ENG Hosebed Cover Color = Black.
436	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES

Line	Item #	Qty	Item Description/Comments
437		1	**ENG Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con.
438	81330302	1	HOSE BED DIVIDERS, ADJ (2)
439	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS
440	81910100	1	HANDRAILS, KNURLED STS
441	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT
442		1	**ENG Step Light Color = Blue.
443	82390005	1	STEPS, REAR BODY (IC FOLD DOWN W/LIGHT)
444	82510000	1	RUB RAILS, ANODIZED ALUM
445	83010050	1	ALUMINUM TREADPLATE (ALUM PPR, PRG1, C-SER, TANKER)
446	83030350	1	REAR STEP/TAILBOARD CORNERS, 45 DEGREE (PRG1)
447	89988888	1	SPECIAL ITEM, CASCADE PRODUCTS I-ZONE HOSE HOOKS
448		1	**CLAR NOTES, CASCADE PRODUCTS I-ZONE HOSE HOOKS Two (2) Cascade Products i-Zone hose hooks, SKU 14300 will be provided and mounted on rear of body. Exact location tbd precon. Approximate location, chest high outboard.
449	80290051	1	8 SCBA CYLINDER COMPTS (2 TRIPLE-FMI, 2 SINGLES-SIG4)
450		1	**ENG Triple Bottle Compartment Location = Triple Bottle Compartments = Front of wheel well each side Single Bottle Compartments = Rear of wheel well each side
451	80290310	2	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (2)
452	80290410	2	DOOR FINISH, DIAMONDPLATE, TRIPLE SCBA COMPT (2)
453	88520300	1	DELETE 6" SUCTION HOSE

454	88540550	1	DELETE STD SUCTION HOSE MTG
455	88550300	1	STRAINER NOT PROVIDED
456	89988888	1	SPECIAL ITEM, FLIP-UP TAILBOARD
457		1	**CLAR NOTES, ILOS, Tailboard shall be a 14" flip-up style with 45 degree corners and notched if needed to not block rear taillights when up and secured. Discuss @ precon.
458	89988888	1	SPECIAL ITEM, RUB RAIL REFLECTIVE STRIPING
459		1	**CLAR NOTES, RUB RAIL REFLECTIVE STRIPING WITHI THE RUB RAIL, REFLECTIVE STRIPING ARROW TAPE WILL BE INSTALLED, WITH ARROWS

Line	Item #	Qty	Item Description/Comments
			POINTING TO FRONT OF TRUCK, FOR PASSIVE TRAFFIC SAFETY ASSISTANCE. Reference HS-3274 REFURB.
460	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
461	89028888	1	ILOS, DUO SAFETY GROUND LADDERS W/Shoes
462		1	**CLAR NOTES, ILOS, DUO SAFETY GROUND LADDERS W/Shoes Duo safety ground ladders all with shoes: 900A 24' 2 section 775A 14' roof 10' folding attic ladder
463	89590002	1	LADDER CHUTE W/BACKBOARD STORAGE & PIKE POLE STORAGE
464	10310310	1	ELECTRICAL
ELECTRICAL			
465	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
466	84511100	1	BODY ELECTRICAL DESCRIPTION
467	84520000	1	BACK UP ALARM, ECCO SA917
468	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
469		1	**ENG Tail Light Housing Color = Chrome.
470	85110100	1	ICC LIGHTS, LED

471	85510200	1	STEP LIGHTS, LED, WHELEN 2G AT PUMP PANEL & REAR BODY
472	85710010	1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #44042C LED
473	86520300	1	REAR WORK LIGHTS, (2) FIRETECH WL-2000-F-B, LED
474	86600000	1	OPTICAL WARNING SYSTEM, UPPER
475	86610120	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES
476		1	**ENG Zone A, Upper Lightbar Color / Details = Standard.
477	86910110	1	OPTICOM, INSTALLED IN LIGHT BAR, GTT 795H LED (FOR WHELEN LIGHTBAR)

Line	Item #	Qty	Item Description/Comments
478	86699998	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
479	86710300	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED, 900 SERIES SURFACE MOUNT, 90**5F*R (QTY 4)
480		1	**ENG Zone C, Upper Rear Beacon Color/Details = Color = Red Lens Color = Red
481	86899998	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
482	87100000	1	OPTICAL WARNING SYSTEM, LOWER
483	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
484		1	**ENG Zone A, Lower Warning Light Color, Lens Color, Details = Color = Red Lens Color = Red
485	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
486		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.
487	87210100	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES LED, TLI* (QTY 1)
488		1	**ENG Zone B, Lower Officer's Side Warning Light Color, Lens Color, Details = TBD

489	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
490		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
491	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
492		1	**ENG Zone C, Lower Rear Warning Light Color, Lens Color, Details = TBD
493	87410100	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES TLI* (QTY 1)
494		1	**ENG Zone D, Lower Driver's Side Warning Light Color, Lens Color, Details = TBD
495	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
496		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
497	87537742	1	ADDITIONAL WARNING LIGHTS, WHELEN 900 SERIES LED, 90**5F*R (PAIR) (1)
498		1	**ENG Whelen 900 LED Warning Light Color = Red.
499		1	**ENG Whelen 900 LED Lens Color = Red.
500		1	**ENG Whelen 900 LED Mounting Location = TBD
501	87040000	1	TRAFFIC ADVISOR, WHELEN LED, TAL65 36"

Line	Item #	Qty	Item Description/Comments
502	88390912	2	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, SURFACE MOUNT (2)
503	88390950	4	SCENE LIGHT, FRC SPECTRA 900, 12V LED, SURFACE MOUNT (4)
504		1	**ENG Scene Light Housings Color = Black.
505	88393000	1	SCENE LIGHTS, FIRETECH 30K LUMENS, 12V LED, 72" 3-PIECE BROW, FT-B-72-ML-3PKIT-* (1)
506		1	**ENG ICC Cab Marker Lights Integrated in Brow Light = Yes
507	86538700	2	SCENE LIGHTS, FIRETECH, 12V LED, RECESSED, FT-MB2.15-CPREC (PAIR) (2)
508		1	**ENG Scene Light Details = one each side of cab at raised roof
509	88399940	2	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA) (2)

510		1	**ENG Location & Function for Additional 3-Way Switches 12V =
511	10310410	1	PAINT & FINISH
PAINT & FINISH			
512	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)
513	90010020	1	PAINT SCHEME
514	90030004	1	PAINT, SINGLE TONE
515		1	**ENG Single Tone Paint Color = Red.
516	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
517	90030190	1	TEXTURED FRAME RAIL COATING
518	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
519		1	**ENG Note Paint AC Condenser Color = Roof Color
520	90510100	1	LETTERING, NOT PROVIDED
521	90530305	1	BASIC 22KT GOLD FIRE DEPT EMBLEMS (Pair)
522	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK
523	90630100	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH (2)
524	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
525		1	**ENG Chevron Striping, Rear Body Color = #030 Red Transparent & #018 Yellow.
526		1	**ENG List Special Lettering/Striping Details = Reference HS-5451.
Line	Item #	Qty	Item Description/Comments
527	10310420	1	EQUIPMENT
EQUIPMENT			
528	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
529	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
530		1	**ENG Wheel Chock Mounting Locations = Under L1 Compartment

531		1	Contingency Fund: An allowance of 10 (ten) percent of the previous (10/13/2021) proposal price (\$68,000.00) is included in the proposal price. This is to be used for additional options, equipment, errors or omissions through the apparatus committee specification process. Any remaining contingency funds will be credited back to the customer.
532	10310600	1	COMPLETION & WARRANTY
COMPLETION & WARRANTY			
533	99010000	1	MANUALS (1-PRINTED & 1-USB) WITH DVD
534	99031195	1	DEALER DELIVERY
535	99520110	1	WARRANTY, ONE YEAR
536	99521100	1	WARRANTY, FRAME, LIFETIME
537	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
538	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
539	99521400	1	WARRANTY, PAINT, 10 YR.
540	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS

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INTENT OF SPECIFICATIONS

It is the intent of these specifications to cover the furnishing and delivery to the purchaser a complete apparatus equipped as hereinafter specified. With a view of obtaining the best results and the most acceptable apparatus for service in the fire department, these specifications cover only the general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances with which the successful bidder must conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features. The apparatus shall conform to the requirements of the current (at the time of bid) National Fire Protection Association Pamphlet #1901 for Motor Fire Apparatus unless otherwise specified in these specifications.

Bids shall only be considered from companies which have an established reputation in the field of fire apparatus construction and have been in business for a minimum of ten (10) years.

Each bid shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the apparatus and equipment proposed and to which the apparatus furnished under contract must conform. Computer run-off sheets are not acceptable as descriptive literature.

The specifications shall indicate size, type, model and make of all component parts and equipment.

STATEMENT OF EXCEPTIONS TO NFPA 1901

If, at the time of delivery, the apparatus manufacturer is not in compliance, a statement of exceptions must be provided as follows:

The specific standard affected.

A statement describing why the manufacturer is not in compliance.

A description of the remedy, and who the responsible party is.

The document must be signed by an officer of the company, and an authorized agent of the purchaser. NO EXCEPTIONS

QUALITY AND WORKMANSHIP

The design of the apparatus must embody the latest approved automotive engineering practices.

The

workmanship must be the highest quality in its respective field. Special consideration shall be given to the following points: Accessibility to various areas requiring periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions.

Construction must be rugged and ample safety factors must be provided to carry loads as specified and to meet both on and off road requirements and speed as set forth under "Performance Test and Requirements."

PERFORMANCE TESTS AND REQUIREMENTS

A road test shall be documented with the apparatus fully loaded and a continuous run of ten (10) miles or more shall be made under all driving conditions, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts, and rear axles shall run quietly and free from abnormal vibration or noise throughout the operating range of the apparatus. The apparatus, when loaded, shall be approximately 66% on the rear axle. The successful bidder shall furnish a weight certification showing weight on the front and rear axle, and the total weight of the completed apparatus at the time of delivery.

- a. The apparatus must be capable of accelerating to 30 MPH from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed engine RPM.
- b. The service brakes shall be capable of stopping the fully loaded vehicle within 35 feet from a speed of 25 MPH on a level concrete highway.
- c. The apparatus, fully loaded, shall be capable of obtaining a speed of 50 MPH on a level highway with the engine not exceeding 95% of its governed RPM (full load).
- d. The apparatus shall be tested and approved by a qualified testing agency in accordance with their standard practices for pumping engines.
- e. The contractor shall furnish copies of the Pump Manufacturer's Certification of Hydrostatic Test (if applicable), the Engine Manufacturer's current Certified Brake Horsepower Curve and the Manufacturer's Record of Construction Details.

FAILURE TO MEET TESTS

In the event the apparatus fails to meet the test requirements of these specifications on the first trial, a second trial may be made at the option of the bidder within thirty (30) days of the date of the first trials. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for

rejection. Permission to keep and/or store the apparatus in any building owned or occupied by the purchaser shall not constitute acceptance of same.

EXCEPTIONS TO SPECIFICATIONS

The following specifications shall be strictly adhered to. Exceptions shall be considered if they are deemed equal to or superior to the specifications, provided they are fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS." Exceptions shall be listed by page and paragraph.

Failure to denote exceptions in the above manner shall result in immediate rejection of the proposal. In addition a general statement taking "TOTAL EXCEPTION" to the specifications shall result in immediate rejection of bid.

GENERAL CONSTRUCTION

The apparatus shall be designed and the equipment mounted with due consideration to distribution of load between the front and rear axles so that all specified equipment, including filled water tank, a full complement of personnel and fire hose shall be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the International Association of Fire Chiefs and National Fire Association (or American Insurance Association). Certified Laboratories certificate shall be submitted by the manufacturer. Weight of apparatus shall meet all federal axle load laws.

DELIVERY REQUIREMENTS

The apparatus shall be completely equipped as per these specifications upon arrival and on completion of the required tests shall be ready for immediate service in the fire department of the purchaser. Any and all alterations required at the scene of delivery to comply with these specifications must be done at the contractor's expense.

PURCHASER RIGHTS

The Purchaser reserves the right to accept or reject any bid. The purchaser also reserves the right to award in their best interest and reserves the right to waive any formalities.

U.S.A. MANUFACTURER

The

entire apparatus shall be assembled within the borders of the Continental United States to insure more readily available parts (without added costs and delays caused by tariffs and customs) and service, as well as protecting the purchaser should legal action ever be required.

MANUFACTURER'S EXPERIENCE

Each manufacturer shall have been in business making similar apparatus for a minimum of seventy-five (75) years and must have had single ownership for more than fifty (50) years.

ELIMINATION OF DIVIDED RESPONSIBILITY

It is required that each bidder produce the chassis and warrant the complete apparatus. To eliminate divided responsibility and service, the chassis and the complete apparatus, must be warranted by the same Company. The manufacturer shall state the number of years the Company has been producing their own chassis. Manufacturer shall state compliance with the paragraph. NO EXCEPTIONS.

FAMA COMPLIANCE

Manufacturer must be a current member of the Fire Apparatus Manufacturer's Association.

BID SEQUENCE

For ease of evaluation, all bid proposals shall be submitted in the same order as the fire department's specification. NO EXCEPTIONS.

PROPOSAL DRAWING

A general layout drawing depicting the apparatus layout and appearance shall be provided with the bid. The drawing shall consist of left side, right side, frontal and rear elevation views. Apparatus equipped with a fire pump, shall have a general layout view of the pump operators panel scaled the same as the elevation views. The drawing shall be a depiction of the actual apparatus proposed and not of a generic similar product.

APPROVAL DRAWING

After the award of bid and pre-construction conference, a detailed layout drawing depicting the apparatus layout and appearance including any changes agreed upon shall be provided for customer review and signature. The drawing will become part of the contract documents. The drawing shall consist of left side, right side, frontal and rear elevation views. Apparatus equipped with a fire pump, shall have a general layout view of the pump operators panel scaled the same as the elevation views.

DETAILED (AS-BUILT) WIRING SCHEMATICS

A CD containing detailed (as-built) wiring diagrams of the apparatus shall be provided at the time of delivery.

PRE-CONSTRUCTION CONFERENCE

After award of the contract, and prior to construction of the apparatus, a pre-construction conference shall be held at the facility of the manufacturer. A provision shall be provided in the bid price for all travel, food and lodging.

INSPECTION TRIPS

An inspection trip shall be provided at the manufacturer's facility, prior to delivery of the completed apparatus. A provision shall be provided in the bid price for all travel, food and lodging. Bidder shall specify the number of personnel included.

SUTPHEN MONARCH CUSTOM CHASSIS

A Sutphen Monarch Severe Duty Cab and Chassis system shall be provided. The chassis shall be manufactured in the factory of the bidder. The chassis shall be designed and manufactured for heavy duty service with adequate strength and capacity of all components for the intended load to be sustained and the type of service required. The cab and chassis system, shall be considered the bidders "Top of the Line". There shall be no divided responsibility in the production of the apparatus.

WHEELBASE

The approximate wheelbase shall be 181".

The

DOUBLE FRAME RAILS

chassis frame shall be of a ladder type design utilizing industry accepted engineering best practices. The frame shall be specifically designed for fire apparatus use.

Each frame rail shall be constructed of two .375" thick-formed channels. The outer channel shall be 10.188" x 3.50" x .375" and the inner channel (liner) shall be 9.31" x 3.13" x .375".

Over the entire length of the frame rail, the section modulus shall be 31.8 in.³. The resistance to bending moment (RBM) shall be 1,590,000 in./lbs.

The cross-members shall be constructed of minimum .375" formed channels and have formed gusseted ends at the frame rail attachment. Single axle rear suspensions will utilize 3 piece bolt assembled cross-members at each suspension hanger.

Each rail is media blasted to remove scale, oil, and contaminants. This blasting also ensures paint adhesion. Each rail will be primed with Cathacoat 302HB, a high performance, two component, reinforced inorganic zinc-rich primer with proven cathodic protection of steel structures, prior to assembly.

.625 inch, grade 8 flange, Huck bolt fasteners shall be used on all permanently attached brackets to the frame to eliminate the need for bolt re-tightening.

A lifetime warranty shall be provided, per manufacturer's written statement.

FRONT TOW EYES, BELOW BUMPER

There shall be two front tow eyes with 3" diameter holes attached directly to the chassis frame, accessible below the front bumper.

TOW EYES, PAINTED FINISH

The front tow eyes shall be painted to match the color of the chassis frame.

REAR TOW EYES

There shall be two tow eyes attached directly to the chassis frame rail and shall be chromate acid etched for superior corrosion resistance and painted to match the chassis.

STEERING

The steering system shall be a TRW wheel to wheel steering system that is tested and certified by TRW, consisting of a heavy duty TRW/Ross Model TAS-85 power steering gear, TRW PS36 steering pump, miter box, drag links, and a thermostatic controlled fan cooled system (set point 185 deg. F to 170 deg. F). The steering gear shall be bolted to the frame at the cross-member for steering linkage rigidity. Four (4) turns from lock to lock with an 18" diameter slip resistant rubber covered steering wheel. Steering column shall have six-position tilt and 2" telescopic adjustment. The cramp angle shall be 45 degrees with 315mm tires or 43 degrees with 425mm tires providing very tight turning ability.

The

DRIVE LINE

A Spicer 1810 series driveline shall be provided with Meritor dual grease I grease fitting universal joints with "half-round" end yokes. The drive shaft shall be built with a heavy-duty steel tube 4.095" outside diameter x .180 wall thickness. The shafts shall be dynamically balanced prior to installation into the chassis. A splined slip joint shall be provided in each shaft assembly. Universal joints shall be extended life. There shall be two (2) Zerk fittings in each universal joint assembly so the joint can be greased without turning the shaft.

MERITOR DCDL

Rear Axle will have MERITOR DCDL (DRIVER CONTROLLED DIFFERENTIAL LOCK) with dash mounted control.

ENGINE

The apparatus shall be powered by a Cummins Diesel X 12 500 HP @ 1900 R.P.M., 1700 ft. lb. torque @ 1000 R.P.M.

Displacement: 11.8 liter displacement.

Cylinders: 6

Bore: 5.2" (132mm)

Stroke: 5.67" (144mm)

AIR COMPRESSOR

The air compressor shall be an 18.7 CFM engine driven Wabco.

STARTER

A 12-volt starter shall be provided, controlled by a switch on the left lower cab dash.

EXHAUST SYSTEM

The engine exhaust system shall be horizontal design constructed from heavy-duty truck components.

The engine exhaust system shall include the following components:

The

STAINLESS STEEL TUBING

Stainless Steel Flexible Bellows mounted at the turbo outlet. Stainless steel piping to the Aftertreatment Unit. Stainless steel piping from the Aftertreatment Unit to the stainless steel heat diffuser outlet.

AFTERTREATMENT UNIT

The single canister Aftertreatment Unit is a self-contained exhaust treatment system which includes:
DPF (diesel particulate filter)
DEF Injector/Reactor
SCR (selective catalytic reducer)

The DEF injector/reactor utilizes the DEF fluid, which consists of urea and purified water, to convert NOx into nitrogen and water. This will meet or exceed 2021 EPA emissions requirements.

The Stainless Steel Flexible Bellows shall be used to isolate the exhaust system from engine vibrations. The single canister Aftertreatment Unit shall be mounted under the right side frame rail, meeting the specific engine manufacturer's specifications and current emission level requirements. The heat diffuser outlet shall be directed to the forward side of the rear wheels, exiting the right side with a heavy duty heat diffuser. The heat diffuser shall prevent the exhaust temperature from exceeding 851 deg. F during a regeneration cycle.

INSULATED JACKETS

Heat-absorbing, removable, insulated jackets shall be provided on the exhaust system from the turbo outlet in the engine compartment to the Aftertreatment Unit. The jackets will cover all piping, including the bellows, between the engine and the Aftertreatment Unit per engine manufacturers requirements insuring that the exhaust stream temperature remains elevated to ensure functionality with the Aftertreatment Unit. Additionally, the insulated jackets will protect the engine componentry from excessive heat generated by the exhaust.

ON-BOARD DIAGNOSTIC (OBD) SYSTEM

The engine shall be equipped with an on-board diagnostic (OBD) system which shall monitor emissions-

The related engine systems and components and alert the operator of any malfunctions. The OBD system is designed to further enhance the engine and operating system by providing early detection of emission-related faults. The engine control unit (ECU) will manage smart sensors located throughout the engine and after-treatment system. The system shall monitor component verification and sensor operation. There shall be warning lights located in the dash instrument panel to alert the operator of a malfunction. A data port shall be provided under the driver's side dash for the purpose of code reading and troubleshooting. All communication shall be provided through the J1939 data link.

ENGINE WARRANTY

The engine shall have a five (5) year or 100,000 mile warranty and approval by Cummins Diesel for Full Engine Coverage Plan (RVF) – which is their most complete engine coverage plan, which includes EGR components installation in the chassis. There shall be no deductible for the first two years. A one hundred dollar deductible shall apply for service beginning the third year.

AIR CLEANER/INTAKE

The engine air intake and filter shall be designed in accordance with the engine manufacturer's recommendations. It shall be 99.9% effective in removing airborne contaminants when tested per the industry standard SAE J726 procedure and offer a dirt holding capacity of at least 3.0 gm/cfm of fine dust (tested per SAE J726) offering superior engine protection.

The air filter shall be located at the front of the apparatus and shall be at least 66" above the ground, to allow fording deep water in an emergency situation.

An ember separator shall be provided in the engine air intake meeting, the requirements of NFPA 1901.

An Air Restriction warning light shall be provided and located on the cab dash.

PRIMARY FUEL FILTER/WATER SEPARATOR

A Cummins approved Fleetguard Fuel Pro FH230 fuel filter/water separator shall be remote mounted to the chassis frame rail.

SECONDARY FUEL FILTER

The

A Cummins approved Fleetguard FF825NN fuel filter will be mounted on the driver's side of the engine.

FILTER, CUMMINS, REMOTE MOUNTED

Cummins Remote Oil Filter kit will be provided and installed on the X12 engine. This will improve access in proximity to the frame rail for fleet personnel, speeding oil change time. Exact location TBD preconstruction conference.

TRANSMISSION

The chassis shall be equipped with a Generation 5 Allison EVS4000 six (6) speed automatic transmission. It shall be programmed five (5) speed, sixth gear locked out, for fire apparatus vocation, in concert with the specified engine.

The transmission is communicated on the J-1939 through the communication port. The fifth gear shall be an overdrive ratio, permitting the vehicle to reach its top speed at the engine's governed speed. The dipstick is dipped in a rubber coating for ease in checking oil level when hot.

The chassis to transmission wiring harness shall utilize Metri-Pack 280 connectors with triple lip silicone seals and clip-type positive seal connections to protect electrical connections from contamination without the use of coatings.

Ratings: Max Input (HP) 600
Max Input (Torque) 1850 (lb ft)
Max Turbine (Torque) 2600 (lb ft)

Mechanical Ratios: 1st - 3.51:1
2nd - 1.91:1
3rd - 1.43:1
4th - 1.00:1
5th - 0.74:1
Reverse - -5.00:1

TRANSMISSION FLUID

The transmission shall come filled with an Allison approved Synthetic Transmission Fluid that meets the Allison TES-295 specification.

ENGINE BRAKE

The engine shall be equipped with a Jacobs compression engine brake. An "On/Off" switch and a control for "Low/High" shall be provided on the instrument panel within easy reach of the driver.

The engine brake shall interface with the Wabco ABS brake controller to prevent engine brake operations during adverse braking conditions.

A pump shift interlock circuit shall be provided to prevent the engine brake from activating during pumping operations.

The brake light shall activate when the engine brake is engaged.

TRANSMISSION COOLER

The apparatus transmission shall be equipped with a Liquid-To-Liquid remote mounted cooler with aluminum internal components. The cooler shall be encased in an aluminum housing and mounted to the outside of the officer's side frame rail for accessibility and ease of service.

TRANSMISSION SHIFTER

An Allison "Touch Pad" shift selector shall be mounted to the right of the driver on the engine cover accessible to the driver. The shift position indicator shall be indirectly lit for nighttime operation.

COOLING SYSTEM

The cooling system shall be designed to keep the engine properly cooled under all conditions of road and pumping operations. The cooling system shall be designed and tested to meet or exceed the engine and transmission manufacturer's requirements, and EPA regulations.

The complete cooling system shall be mounted in a manner to isolate the system from vibration and stress. The individual cores shall be mounted in a manner to allow expansion and contraction at various rates without inducing stress to the adjoining core(s).

The cooling system shall be comprised of a charge air cooler to radiator serial flow package that provides the maximum cooling capacity for the specified engine as well as serviceability. The main components shall include a surge tank, a charge air cooler, bolted to the top of the radiator to maximize cooling, recirculation shields, a shroud, a fan, and required tubing. All components shall consist of an individually sealed system.

RADIATOR

The radiator shall be a cross-flow design constructed completely of aluminum with welded side tanks. The radiator shall be bolted to the bottom of the charge air cooler to allow a single depth core, thus allowing a more efficient and serviceable cooling system.

The radiator shall be equipped with a drain cock to drain the coolant for serviceability. The drain cock shall be located at the lowest point of the aluminum cooling system to maximize draining of the system.

CHARGE AIR COOLER

The charge air cooler shall be of a cross-flow design and constructed completely of aluminum with extruded tanks. The charge air cooler shall be bolted to the top of the radiator to allow a single depth core.

COOLANT

The cooling system shall be filled with a 50/50 mix. The coolant makeup shall contain ethylene glycol and deionized water to prevent the coolant from freezing to a temperature of -34 degrees F.

HOSES & CLAMPS

Silicone hoses shall be provided for all engine coolant lines.

All radiator hose clamps shall be spring loaded stainless steel constant torque hose clamps for all main hose connections to prevent leaks. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.

FAN

The engine cooling system shall incorporate a heavy-duty composite 11- blade Z-series fan. It shall provide the highest cooling efficiently while producing the lowest amount of noise. This robust yet light-weight fan results in less wear and stress on motors and bearings.

A shroud and recirculation shield system shall be used to ensure air that has passed through the radiator is not drawn through again.

The fan tip to radiator core clearance shall be kept at a minimal distance to increase the efficiency of the fan and reduce fan blast noise.

FAN CLUTCH

A fan clutch shall be provided that shall allow the cooling fan to operate only when needed. The fan shall remain continuously activated when the truck is placed in pump gear.

SURGE TANK

The cooling system shall be equipped with an aluminum surge tank mounted to the officer's side of the cooling system core. The surge tank shall house a low coolant probe and sight glass to monitor the coolant level. Low coolant shall be alarmed with the check engine light. The surge tank shall be equipped with a dual seal cap that meets the engine manufacturer's pressure requirements, and system design requirements.

The tank shall allow for expansion and to remove entrained air from the system. There shall also be an extended fill neck to prevent system overflow and encroachment of expansion air space. Baffling shall be installed in the tank to prevent agitated coolant from being drawn into the engine cooling system.

Allison T-Handle Shifter

An Allison T-Handle Shifter shall be provided. Reference HS-5451.

FUEL TANK

The chassis shall be equipped with a 65-gallon rear mounted, behind the rear axle, rectangular fuel tank that shall be constructed of steel with stamped heads. The fuel tank shall be certified to meet FMVSS 393.67 tests. It shall also maintain engine manufacturer's recommended expansion room of 5%.

The tank shall be removable by means of six (6) bolted connections and dropped. One (1) tank baffle shall be used.

Dual pick-up and return ports with a single 3/4" tank drawtube shall be provided for diesel generators if required.

The fuel lines shall be nylon braid reinforced fuel hose with brass fittings. The lines shall be carefully routed along the inside of the frame rails. All fuel lines are covered in high temperature rated split plastic loom. Single suction and return fuel lines shall be provided.

The fuel tank shall be mounted in a saddle with 1/4" rubber, contact cemented to the saddle.

The bottom of the fuel tank shall contain a 1/2" drain plug.

FUEL FILL

The fuel tank shall be equipped with a 2-1/4" filler neck assembly with a 3/4" vent located on the driver's side of the truck. A fuel fill cap attached with a lanyard shall be provided.

FUEL COOLER

Installed on the apparatus fuel system shall be an Air-To-Liquid aluminum fuel cooler. The fuel cooler shall be located in the lowest module of the cooling system.

DIESEL EXHAUST FLUID TANK

The exhaust system shall include a molded cross linked polyethylene tank. The tank shall have a capacity of 5 usable gallons and shall be mounted on the left side of the chassis frame.

The DEF tank fill neck shall accept only a 19mm dispensing nozzle versus the standard 22mm diesel fuel dispensing nozzle to prevent cross contamination. The DEF tank cap shall be blue in color to further prevent cross contamination.

A placard shall accompany fill location noting DEF specifications.

ALTERNATOR

A 360 ampere Niehoff alternator shall be provided. The alternator shall be serpentine belt driven. The alternator shall generate 170 amperes at idle.

LOW VOLTAGE ALARM

A Floyd Bell TXB-V86-515-QF low voltage alarm, audible and visual, shall be provided.

BATTERIES

The battery system shall be a single system consisting of four (4) negative ground, 12 volt Interstate Group 31 MHD batteries, cranking performance of 950 CCA each with total of 3800 amps, 185 minute reserve capacity with 25 ampere draw at 80 degrees Fahrenheit. Each battery shall have 114 plates. The batteries shall include a one-year warranty which shall be accepted nationwide.

The batteries shall be installed in a vented 304 stainless steel battery box with a removable aluminum cover to protect the batteries from road dirt and moisture. The battery cover shall be secured with four "T" handle rubber hold downs to provide easy access for maintenance and inspection. Stainless steel hardware will be used for installation. The batteries are to be placed on dri-deck and secured with a fiberglass hold down. The batteries shall be wired directly to starter motor and alternator.

The battery cables shall be 3/0 gauge. Battery cable terminals shall be soldering dipped, color-coded and labeled on heat shrink tubing with a color-coded rubber boot protecting the terminals from corrosion.

There shall be a 350-ampere fuse protecting the pump primer and a 250-ampere fuse protecting the electric cab tilt pump and other options as required.

BATTERY JUMPER TERMINAL

There shall be one set (two studs) of battery jumper terminals located by the battery box under the cab. The terminals shall have plastic color-coded covers. Each terminal shall be tagged to indicate positive/negative.

120V SHORELINE INLET & AUTO EJECT

The apparatus shall be equipped with a 120V shoreline inlet to provide power to the battery charger from an external source. The inlet shall include a Kussmaul 091-55-234-XXX Super 20 Auto Eject featuring a built in bar graph display on the cover. Also featuring a 12 volt solenoid which shall eject the shoreline cord away from vehicle path upon sensing engine start. After ejection, a weatherproof cover shall snap into position over inlet.

A 20 amp connector shall be provided and shipped loose for connecting the external shoreline cord to the inlet.

BATTERY CHARGER

A Kussmaul Auto Charge LPC 40 model #091-200-12-IND low profile 40 amp battery charger shall be provided and installed in the cab. The unit shall include an auxiliary 15 amp output circuit with power source selector for operating accessory loads. The charger shall be wired to the 120V shoreline inlet.

FRONT AXLE

A Hendrickson STEERTEK NXT non-driving, front steer axle with a capacity of 20,000 pound shall be provided. The axle shall have a 3.74" drop and will have a fabricated boxed shaped cross section, a one piece knuckle, and serviceable king pin. Adjustable Ackerman settings shall be available, and determine based on wheelbase. The axle shall have 10 bolt hub piloted, and furnished with oil seals.

SUSPENSION (FRONT)

The front suspension shall be a parabolic taper-leaf spring design, 56" long and 4" wide. Long life, maintenance free, threaded pin bushings in spring shackles shall be utilized. All spring and suspension mounting shall be attached directly to frame with high strength Huck bolts and self-locking round collars. Progressive rate bump stop and custom tuned passive hydraulic damper shall be supplied. NO EXCEPTIONS.

STEER ASSIST

The steer assist provides driver assistance when turning the vehicle left or right while traveling.

FRONT TIRES

Front tires shall be Goodyear 385/65R22.5, load range J, G296 highway tread, single tubeless type with a GAWR of 20,000 pounds. Wheels shall be disc type, hub piloted, 22.5 x 12.25 10 stud 11.25 bolt circle.

REAR AXLE

The rear axle shall be a Meritor™ RS-24-160 single reduction drive axle with a capacity of 24,000 lbs. The axles shall be hub piloted, 10 studs, furnished with oil seals.

TOP SPEED

The top speed shall be approximately 68 MPH.

SUSPENSION (REAR)

24,000 LB AIR RIDE

A Hendrickson FIREMAAX model FMX242 air ride rear suspension shall be provided. The suspension shall be a dual air spring design equipped with dual height control valves to maintain proper ride height. To reduce axle stress and maintain axle position and pinion angle the suspension design shall incorporate three torque rods. The ground rating of the suspension shall be 24,000 pounds.

REAR TIRES

Rear tires shall be Goodyear 12R22.5, load range H, G622 Mud and Snow tread, dual tubeless type with a GAWR up to 27,000 pounds. Wheels shall be disc type, hub piloted, 22.5 x 8.25 10 stud with 11.25" bolt circle.

TIRE PRESSURE MONITOR

A Quick Pressure mechanical tire pressure sensor/indicator shall be provided for each wheel. The pressure sensor shall indicate if the tire is properly inflated. Each indicator shall have a green & red display visible inside a sight glass on the sensor. Full green indicates that the pressure is correct. Partial green/red indicates that the tire is under inflated by as little as 10%. Full red indicates that the tire is under inflated by 25% or more. The indicators shall replace the standard valve stem caps. A total of six (6) indicators shall be provided.

WHEELS

The front and rear wheels shall be ACCURIDE® brand aluminum.

HUB COVERS

Polished stainless steel hub covers shall be provided for the front and rear axle.

LUG NUT CAPS

Chrome plated lug nut caps shall be provided for the front and rear wheels.

FRONT MUD FLAPS

Hard rubber mud flaps shall be provided for front tires.

REAR MUD FLAPS

Hard rubber mud flaps shall be provided for rear tires.

AIR DISC BRAKES

The apparatus shall be equipped with Arvin Meritor DiscPlus EX225 Air Disc Brakes. Each disc brake assembly shall include one (1) 17" vented rotor, one (1) lightweight hub, one (1) twin-piston caliper, and two (2) quickchange pads.

AIR BRAKE SYSTEM

The vehicle shall be equipped with air-operated brakes. The system shall meet or exceed the design and performance requirements of current FMVSS-121 and test requirements of current NFPA 1901 standards.

Each wheel shall have a separate brake chamber. A dual treadle valve shall split the braking power between the front and rear systems.

All main brake lines shall be color-coded nylon type protected in high temperature rated split plastic loom. The brake hoses from frame to axle shall have spring guards on both ends to prevent wear and crimping as they move with the suspension. All fittings for brake system plumbing shall be brass.

A Meritor Wabco System Saver 1200 air dryer shall be provided.

The air system shall be provided with a rapid build-up feature, designed to meet current NFPA 1901 requirements. The system shall be designed so the vehicle can be moved within 60 seconds of startup. The quick build up system shall provide sufficient air pressure so that the apparatus has no brake drag and is able to stop under the intended operating conditions following the 60-second buildup time. The vehicle shall not

be required to have a separate on-board electrical air compressor or shoreline hookup to meet this requirement.

Four (4) supply tanks shall be provided. One air reservoir shall serve as a wet tank and a minimum of one tank shall be supplied for each the front and rear axles. A Schrader fill valve shall be mounted in the front of the driver's step well.

A spring actuated air release emergency/parking brake shall be provided on the rear axle. One (1) parking brake control shall be provided and located on the engine hood next to the transmission shifter within easy reach of the driver. The parking brake shall automatically apply at 35 ± 10 PSI reservoir pressure. A Meritor WABCO IR-2 Inversion Relay Valve, supplied by both the Primary and Secondary air systems, shall be used to activate the parking brake and to provide parking brake modulation in the event of a primary air system failure.

Accessories plumbed from the air system shall go through a pressure protection valve and to a manifold so that if accessories fail they shall not interfere with the air brake system.

CENTRAL LOCATION FOR AIR TANK DRAINS

The air brake system shall have all the air tank drain valves located in a customer specified location on the apparatus. Exact location discussed at pre-construction conference.

AIR INLET

An air system inlet/fill connection shall be provided. The inlet shall be connected to the air brake to allow constant air feed. The location of the inlet shall be on the left hand side of the driver's step well.

AIR INLET

An auxiliary air system inlet/fill connection shall be provided. The inlet shall also be connected to the air brake to allow constant air feed. The location of the inlet shall be determined during the pre-construction conference.

AUTO-EJECT

A Kussmaul Model 091-28 auto-eject with female coupling shall be provided.

AIR COMPRESSOR

A Kussmaul 091-9B-1-AD 120V 100 PSI air compressor shall be provided and installed in the cab. The vehicle mounted air compressor shall ensure that the air brake system is properly pressurized for immediate response of the unit. A pressure switch shall regulate operation and shall automatically sense low air pressure in the brake system and restore the proper pressure.

The unit shall have an auto drain which shall be installed on the outlet side of the air compressor and shall automatically purge water from the air discharge output. The water shall be ejected from the water separator bowl every time the compressor cycles off via a 120 volt solenoid.

The compressor shall be wired to the 120V shoreline connection.

AIR BRAKING ABS SYSTEM

A Wabco ABS system shall be provided to improve vehicle stability and control by reducing wheel lock-up during braking. This braking system shall be fitted to axles and all electrical connections shall be environmentally sealed from water and weather and be vibration resistant.

The system shall constantly monitor wheel behavior during braking. Sensors on each wheel transmit wheel speed data to an electronic processor, which shall sense approaching wheel lock and instantly modulate brake pressure up to 5 times per second to prevent wheel lock-up. Each wheel shall be individually controlled. To improve field performance, the system shall be equipped with a dual circuit design. The system circuits shall be configured in a diagonal pattern. Should a malfunction occur, that circuit shall revert to normal braking action. A warning light at the driver's instrument panel shall indicate malfunction to the operator.

The system shall consist of a sensor clip, sensor, electronic control unit and solenoid control valve. The sensor clip shall hold the sensor in close proximity to the tooth wheel. An inductive sensor consisting of a permanent magnet with a round pole pin and coil shall produce an alternating current with a frequency proportional to wheel speed. The unit shall be sealed, corrosion-resistant and protected from electromagnetic interference. The electronic control unit shall monitor the speed of each wheel sensor and a microcomputer shall evaluate wheel slip in milliseconds.

COMPRESSION FITTINGS ON AIR SYSTEM

All air line fittings installed on the chassis shall be compression style fittings.

The following locations shall utilize push-on fittings:

- Pressure protection valve (accessory block)
- Double check valve (braking system, park brake)
- One way check valve (brake valve tank)
- Elbow Male Modified 1/4" tube x 1/4" MP (low air switch)
- Elbow Male 1/4" tube x 3/8"MP (brake pedal solenoid)
- Connector 1/4" x 3/8"MPT (brake pedal solenoid)
- Switch stoplight (Wabco sealed switch/brake light and service brake switch)
- Low pressure switch (PTC) (Wabco sealed switch/low air switch)

MISCELLANEOUS CHASSIS EQUIPMENT

- Fluid capacity plate affixed below driver's seat.
- Chassis filter part number plate affixed below driver's seat.
- Maximum rated tire speed plaque near driver.
- Tire pressure label near each wheel location.
- Cab occupancy capacity label affixed next to transmission shifter.
- Do not wear helmet while riding plaque for each seating position.
- NFPA compliant seat belt and standing warning plates provided.

ALUMINUM CAB

The cab shall be a full tilt 8-person 10" rear raised roof cab designed specifically for the fire service and manufactured by the chassis builder. Apparatus cabs that are not manufactured by the apparatus manufacturer shall not be acceptable.

CAB DESIGN

The apparatus chassis shall be of an engine forward, fully enclosed tilt cab design. There shall be four (4) side entry doors.

The cab shall be of a fully open design with no divider wall or window separating the front and rear cab sections. The cab shall be designed in a manner that allows for the optimum forward facing vision for crew. Cab designs that utilize roof mounted air conditioning units, are not desired.

The cab shall be constructed of high strength 5052H32 aluminum plate welded to 6061-T6 extruded aluminum framing.

The cab roof shall utilize 5" x 5" honeycomb re-enforced 6061 T6 aluminum extrusion, with fully radiused outer corner rails with integral drip channel and 6061 T6 ¾" x 2" x 3/16" aluminum box tubing type cross brace supports. Structures that do not include an integral drip channel will not be accepted. The box tubing type cross brace supports shall be installed in a curved fashion beginning from the midline of the apparatus cab and curving toward the exterior corner rails. This curvature will allow for increased strength in the event of a roll over while not allowing for rainwater buildup on the apparatus cab roof.

The cab sides shall be constructed from 1 ½" x 3" x 3/16" 6061 T6 extruded door pillars and posts that provide a finished door opening, extruded and formed wheel well openings supports, formed aluminum wheel well liners and box tubing type support braces.

The cab floor and rear cab wall shall utilize 1 ¾" x 4" x 3/16" 6061 T6 extruded box tubing type framing and support bracing.

The framework shall be of a welded construction that fully unitizes the structural frame of the cab.

The structural extrusion framework shall be overlaid with interlocked aluminum alloy sheet metal panels to form the exterior skin of the cab. The cab sides shall be constructed of 3/16" thick 5052H32 aluminum plate that slides into an integral channel of the extrusion framework. The plate is then skip welded into that channel to allow for tolerable flex while the apparatus travels down the roadway. Cab designs that utilize 1/8" thick aluminum for the cab sides shall not be acceptable.

The structural extrusion framework shall support and distribute the forces and stresses imposed by the chassis and cab loads and shall not rely on the sheet metal skin for any structural integrity.

The cab face extrusion framework shall be overlaid with 1/8" thick 5052H32 aluminum plate to allow for an aesthetically pleasing radiused cab face.

CAB SUB-FRAME

The cab shall be mounted to a 4" x 4" x 3/8" steel box tube sub-frame, and shall be isolated from the chassis, through the use of no less than six (6) elastomeric bushings. This substructure shall be completely independent of the apparatus cab. The sub frame shall be painted to match the primary chassis color.

The sub-frame shall be mounted to the chassis through the use of lubricated Kaiser Bushings for the front pivot point, and two (2) hydraulically activated cab latches, to secure the rear.

Cab mounting that does not include a sub-frame shall not be considered. NO EXCEPTIONS.

CAB DIMENSIONS

The cab shall be designed to satisfy the following minimum width and length dimensions:

- Cab Width (excluding mirrors) 98"
- Cab Length (from C/L of front axle)
 - To front of cab (excluding bumper) 70"
 - To rear of cab 73"
- Total Cab Length (excluding bumper) 143"

ROOF DESIGN

The cab shall be of a one-half 10" raised roof design with side drip rails and shall satisfy the following minimum height dimensions:

Cab Dimensions Interior

Front 59"

Rear 69"

Cab Dimensions Exterior

Front 65"

Rear 75"

FENDER CROWNS

Polished stainless steel front axle fenderettes with full depth radiused wheel well liners shall be provided.

CAB INSULATION

The exterior walls, doors, and ceiling of the cab shall be insulated from the heat and cold, and to further reduce noise levels inside the cab. The cab interior sound levels shall not exceed 80 decibels at 45 mph in all cab seat positions. NO EXCEPTIONS

EXTERIOR GLASS

The cab windshield shall be of a two piece curved design utilizing tinted, laminated, automotive approved safety glass. The window shall be held in place by an extruded rubber molding. The cab shall be finished painted prior to the window installation.

SUN VISORS

The sun visors shall be made of dark smoke colored transparent polycarbonate. There shall be a visor located at both the driver and officer positions, recessed in a molded form for a flush finish.

CAB STRUCTURAL INTEGRITY

The cab of the apparatus shall be designed and so attached to the vehicle as to eliminate, to the greatest possible extent, the risk of injury to the occupants in the event of an accident.

The apparatus cab shall be tested to specific load and impact tests with regard to the protection of occupants of a commercial vehicle.

A test shall be conducted to evaluate the frontal impact strength of the apparatus cab to conform to the test J2420 and the "United Nations Regulation 29, Annex 3, paragraph 4, (Test A). A second test shall be conducted to evaluate the roof strength of the apparatus cab to conform to the Society Of Automotive Engineers (SAE) SAE J2422/SAE J2420 and "United Nations Regulation 29, Annex 3, paragraph 5, (Test B) and SAE J2420. The evaluation shall consist of the requirements imposed by ECE Regulation 29, Paragraph 5.

The test shall be conducted by a certified independent third party testing institution.

A letter stating successful completion of the above test on the brand of cab being supplied shall be included in the bid. There shall be "no exception" to this requirement.

SEAT BELT TESTING

The seat belt anchorage system shall be tested to meet FMVSS 207 Section 4.2a and FMVSS 210 section 4.2. Testing shall be conducted by an independent third party product evaluation company.

A copy of the certification letter shall be supplied with the bid documents.

CAB LOCKDOWN LATCHES

Cab lockdown latches shall be provided to prevent the cab from being tilted in the down position. Once the cab tilt switch is engaged the cab latches will release to allow the cab to be tilted.

CAB TILT SYSTEM

An electrically powered hydraulic cab tilt system shall be provided and shall lift the cab to an angle of 45 degrees, exposing the engine and accessories for fluid checks and service work. The system shall be interlocked to only operate when the parking brake is set.

The lift system shall be comprised of two (2) hydraulic lift cylinders, an electrically driven hydraulic pump, and a control switch. The hydraulic pump shall be located on the exterior of the frame rail on the driver's side of the chassis that can be easily accessible when the cab is tilted. A mechanical locking system consisting of an air operated actuator and a heavy radiused wall 3" x 3" aluminum extrusion will be provided to ensure the cab remains in the raised position in the event of a hydraulic failure. Additionally, each of the hydraulic lift cylinders shall incorporate a check valve, and velocity fuses that will activate should a sudden drop in pressure be detected. The cab tilt controls shall be interlocked to the parking brake to ensure the cab will not move, unless the parking brake is set. The cab tilt controls will consist of a momentary raise/lower switch and a two position cab safety lock switch.

The hydraulic lift cylinders will be connected to a steel cab sub-frame, and not directly to the cab. NO EXCEPTIONS

MANUAL CAB LIFT

There shall be a manually operated hydraulic pump for tilting the cab in case the main pump should fail. Access to the pump shall be located under the left corner of the front bumper.

BARRIER STYLE CAB DOORS

Barrier style cab doors shall be provided. The lower part of the door shall be removed to expose the cab entry step well.

The cab doorframes shall be constructed from 6061 T6 aluminum extrusions fitted with a 5052 H32 aluminum sheet metal skin and shall be equipped with dual weather seals. The outside cab door window opening shall be framed by a black anodized aluminum trim, to provide a clean appearance. The cab doors shall be equipped with heavy-duty door latching hardware, which complies with FMVSS 206. The door latch mechanism shall utilize control cable linkage for positive operation. A rubber coated nylon web doorstop shall be provided.

The doors shall be lap type with a 10 gauge full-length stainless steel flange and 3/8" diameter hinge pin and shall be fully adjustable.

All openings in the cab shall be grommeted or equipped with rubber boots to seal the cab from extraneous noise and moisture.

The cab doors shall be designed to satisfy the following minimum opening and step area dimensions:

Door Opening:

Front	36.5" x 73"
Rear	36.5" x 73"

STEP WELLS

The lower cab step wells shall be sprayed with a black Raptor urethane blend. The back wall of the step well shall also be lined with 1/8" aluminum treadplate.

CAB STEPS

The lower cab steps shall be no more than 22" from the ground. Grip strut material shall be installed on the stepping surface.

An intermediate step shall be provided, mid way between the lower cab step, and the cab floor. The intermediate step shall be slightly inset to provide for safer ingress and egress. Diamondplate material shall be installed on the stepping surface.

All steps shall be covered with material that meets or exceeds the NFPA requirements for stepping surfaces.

STEP LIGHTS

A white TecNiq E45 LED strip light shall illuminate each interior cab step. These lights shall illuminate whenever the battery switch is on and the cab door is opened.

POWER WINDOWS

All four cab entry doors shall have power windows. Each door shall be individually operated and the driver's position shall have master control over all windows. All four windows shall roll down completely.

WINDOW TINTING

The crew cab windows and doors, with the exception of the driver's and officer's doors, and the windshield, shall be tinted with deep "limo" tint. The tint shall be incorporated into the window glass with eight percent (8%) light transmittance. Film tinting shall not be acceptable.

WINDSHIELD WIPERS

Two (2) black anodized finish two speed electric windshield wiper system. Dual motors with positive parking. System includes large dual arm wipers with built in washer system. One (1) master control works the wiper, washer and intermittent wipe features. Washer bottle is a remote fill with a 4 quart capacity. Washer fill is located just inside of officer cab door.

WINDSHIELD WASHER RESERVOIR

A four quart capacity windshield washer reservoir shall be provided. The fill access shall be located in the forward officer's step well area.

Mirrors, RAMCO Heated & Remote RGT Cowl MNT LFT Door MNT

RAMCO heated & remote right cowl mount, and left door mount will be provided. Reference HS-5451.

UPPER GRILLE

The front of the cab shall be equipped with a raised polished stainless steel grille with sufficient area to allow proper airflow into the cooling system and engine compartment. Plastic chrome plated grilles shall not be acceptable.

UPPER GRILLE LOGO

The upper grille shall have a laser cut flaming "S" logo in the upper portion of the grille. The cut out shall contain reflective material behind.

LOWER GRILLE

The front of the cab shall be equipped with a polished stainless steel lower grille. The design shall allow proper airflow into the cooling system and engine compartment. Plastic chrome plated lower grille shall not be acceptable.

ELECTRIC KEYLESS ENTRY DOOR LOCKS

Electric keyless entry door locks will be provided.

KEYLESS ENTRY OVERRIDE

Keyless entry override will be provided.

BUMPER SIDES

The sides of the bumper shall also be painted steel in lieu of diamond plate. Each side shall feature a recessed painted steel pocket for the marker light and any auxiliary lighting option selected. The pocket shall be a welded integral part of the bumper skin.

PROTECTIVE BUMPER COATING

A Raptor texture coating shall be provided along the top edge of the front steel bumper. The color of the coating shall be determined at precon.

AIR HORNS

Two (2) Grover 1512 round, 21" long chrome plated air horns shall be provided.

AIR HORN BUMPER CUT-OUTS

The air horns shall be installed thru the front bumper.

AIR HORNS WIRED TO STEERING WHEEL

The air horns shall be wired through the steering wheel button. A selector switch shall be provided on the instrument panel to switch between functions.

MOMENTARY SWITCH ON DASH

A momentary switch for the air horns shall be provided on the officer's side dash.

ELECTRONIC SIREN

One (1) Whelen 295HFSA7 electronic siren shall be installed at the cab instrument panel complete with noise canceling removable microphone. The remote control head shall be flush mounted in a location specified by the fire department.

SIREN SPEAKER

One (1) Whelen SA314B 100 watt weatherproof aluminum siren speaker with black epoxy-coated finish shall be provided and wired to the electronic siren.

SPEAKER MOUNTING

The electronic siren speaker(s) shall be installed behind the main cab grille.

CAB EXTERIOR LIGHTING

Exterior lighting and reflectors shall meet or exceed Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements.

HEADLIGHTS

The front low and high beam headlights shall be FIRETECH model FT-4X6 LED, rectangular shaped, quad style installed in custom rectangular shaped stainless steel housings on the front of the cab. Each housing shall accommodate a forward-facing turn signal in the outboard location and a side-facing warning light.

An additional pair of rectangular shaped stainless steel housings shall be installed on the front of the cab above the headlight housings. Each housing shall accommodate two (2) forward-facing warning lights and a side-facing turn signal.

HEADLIGHT FINISH

The interior components of the headlights shall have a chrome finish.

FRONT TURN SIGNALS

There shall be four (4) Whelen 400 Series Model 40A00AAR LED rectangular amber turn signal lights mounted one (1) each side in the front of the headlight housings and one (1) mounted on the side of each warning light housing.

DAYTIME RUNNING LIGHTS

The headlamps shall be provided with a "Daytime Running" feature. The lights shall automatically be switched on when the vehicle ignition is switched on.

ICC/MARKER LIGHTS

Five (5) ICC, LED marker lights shall be integrated in the brow light mounted on the front of the cab to meet D.O.T. requirements.

EXTERIOR CAB HANDRAILS

There shall be four (4) 24" long, handrails provided and installed, one at each cab entrance. The handrails shall be constructed of type 304 stainless steel 1.25 inch diameter tubing with bright finish and knurled gripping surface. Mounting flanges shall be constructed from 7 gauge, .180 thick, stainless sheet. Each grab rail shall have 90 degree returns to flanges. The ends of grab rail shall pass through the flanges and be welded to form one structural unit. The handrails shall be mounted using 1.25" SS Hex bolts, with a barrier rubber gasket at each flange.

Sufficient space shall allow for a gloved hand to firmly grip the rail.

COAT HOOKS FOR GRAB HANDLES

There shall be a coat hook installed on the lower portion of the exterior cab handrail, on the driver's side, for hanging of coats, turnout gear, etc.

COAT HOOKS FOR GRAB HANDLES

There shall be a coat hook installed on the lower portion of the exterior cab handrail, on the officer's side, for hanging of coats, turnout gear, etc.

HANDRAILS, FRONT OF CAB

There shall be a pair of knurled stainless steel handrails on the front face of the cab, below the windshields.

INTERIOR CAB HANDRAILS

There shall be two (2) rubber coated grab handles provided and mounted on the interior of the cab, one each side, on the windshield post for ingress assistance. The handrail on the driver's side shall be approximately 11" long and the handrail on the officer's side shall be approximately 18" long.

CAB DOOR HANDRAILS

There shall be two (2) rubber coated grab handles provided and mounted, one on the inside of each rear crew door, just below the windowsill. The handrails shall be approximately 11" long.

There shall also be two (2) 1.25" diameter knurled stainless steel handrails shall be provided and mounted, one on the inside of each rear crew door, just above the windowsill. The handrails shall be approximately 22" long.

DRIVER'S SIDE EXTERIOR CAB COMPARTMENT

There shall be a slide out compartment recessed in the cab behind the driver's side rear crew door. The compartment shall have a slide-out assembly capable of storing turnout gear, helmets, and airpicks.

The compartment door shall be attached to the outer face of the slide-out assembly. The door shall have an Austin Hardware slam catch single-point "D"-ring door closure.

The compartment shall be operated by an individual switch and illuminated with (1) LED light.

DOOR LOCK

The exterior door shall be equipped with a lock and key.

ACCESS TO CREW SEAT RISER

The exterior cab compartment on the driver's side shall be open to the crew cab seat compartment.

OFFICER'S SIDE CAB COMPARTMENT

There shall be a slide out compartment recessed in the cab behind the officer's side rear crew door. The compartment shall have a slide-out assembly capable of storing turnout gear, helmets, and airpaks.

The compartment door shall be attached to the outer face of the slide-out assembly. The door shall have an Austin Hardware slam catch single-point "D"-ring door closure.

The compartment shall be operated by an individual switch and illuminated with (1) LED light.

DOOR LOCK

The exterior door shall be equipped with a lock and key.

ACCESS TO CREW SEAT RISER

The exterior cab compartment on the officer's side shall be open to the crew cab seat compartment.

DIAMOND PLATE, CAB ROOF

The rear exterior section roof of the cab shall have a diamond plate overlay. The overlay shall be constructed of .125" aluminum embossed diamond plate and measure 30" x 91".

CAB INTERIOR

The metal surfaces of the cab interior shall be coated and sealed with MultiSpec black speckle, urethane modified, mar resistant paint. The textured coating shall provide paramount durability and wear resistance against foreign objects and normal wear and tear.

The front and rear headliners, as well as the rear cab wall, shall be finished in Gray-Black Durawear covered padded panels.

INTERIOR DOOR PANELS

The interior of the cab entry doors shall have a 304 brushed stainless steel scuff plate, contoured to the door, from the door window sill down.

REFLECTIVE MATERIAL, CHEVRON STRIPING, INTERIOR CAB DOORS, ORAFOL REFLEXITE

The apparatus shall have reflective Orafol Reflexite Chevron striping affixed to the inside of each cab door. The striping shall be plainly visible to oncoming traffic when the doors are in the open position.

CAB FLOOR COVERING

The cab interior floor shall be covered with a 5/16" thick, black rubberized material to provide a rugged but cosmetically pleasing stepping surface throughout the cab. The floor covering shall provide superior durability and resistance against foreign objects as well as normal wear and tear.

ENGINE ENCLOSURE

An integral, formed aluminum and composite engine enclosure shall be provided. The engine enclosure shall be contoured and blended in an aesthetically pleasing manner with the interior dash and flooring of the cab. The enclosure shall be kept as low as possible, to maximize space and increase crew comfort.

The enclosure shall be constructed from 5052 H2 aluminum plate and GRP composite materials, providing high strength, low weight, and superior heat and sound deadening qualities.

Additionally, the underside of the engine enclosure shall be coated in with a ceramic spray on insulation and sound control. This coating is an environmentally-friendly coating that is applied seamlessly and rapidly while

providing superior thermal insulation and protection against vibration and noise, and will prevent future corrosion from forming by sealing the substrate. NO EXCEPTIONS

ENGINE ENCLOSURE COVERING

The top of the engine enclosure shall be covered with Scorpion heavy duty, gray polyurethane blended coating. The textured coating shall provide paramount durability and wear resistance against foreign objects and normal wear and tear as well as sound deadening and insulation. The rubberized cab floor covering shall extend up the lower exterior sides of the engine enclosure to aid in sound deadening and heat resistance.

TOOL MOUNTING PLATE

There shall be a 3/16" smooth aluminum plate installed on the engine enclosure between the driver and the officer for use in mounting of equipment. The mounting plate shall feature beveled edges on the front and sides for a finished appearance. The plate shall be coated with the same finish as the engine enclosure and shall be secured to the engine cover with screws for easy replacement.

CENTER CONSOLE

There shall be a storage console installed on the engine enclosure between the driver and officer. The console shall be constructed from smooth aluminum and shall be coated with the same finish as the engine enclosure. The console shall measure approximately 23" long X 11.375" wide X 8.125" high. The console shall have a 13" long storage area in the center that shall be divided into five (5) separate areas with four (4) fixed vertical dividers. The dividers shall be spaced 2.125" apart for map book storage. A Velcro strap shall be installed front to rear to secure the map books. Each outboard area of the console shall have one (1) stainless steel cup holder and one (1) approximately 5.5" long X 4.75" wide X 3.5" high open storage area.

ENGINE HOOD LIGHTS

An LED work light shall be installed in the engine enclosure with an individual switch located on the base of the light.

GLOVE BOX, FDNY Style (w/Clipboard

An FDNY style glove box (with clipboard attached to the glove box door) shall be provided and located directly in front of the officer position. Reference HS5451.

UPPER CREW DOOR AREA

A glove box holder shall be provided in each upper cab crew door area. The holder shall be constructed of 3/16" smooth aluminum, capable of holding three (3) EMS glove boxes.

BULLARD THERMAL IMAGER QXT BUNDLE

A Bullard QXT Bundle Thermal Imager Red/Black with Truck mount will be provided and mounted in cab. Exact location tbd precon.

COMMUNICATIONS EQUIPMENT:

PROVIDED AND INSTALLED BY SUTPHEN:

- MOTOROLA APX6500 05 800MHZ HEAD UNITS (TWO)
- ANTENNA FOR ABOVE LAIRD A8063 800-896 MHZ 3db, OPEN COIL MOBILE ANTENNA 14"
- KENWOOD NX5700 VHF HEAD UNIT (TWO HEAD UNITS)
- ANTENNA FOR ABOVE MWV1365S 136-174 MHZ NO TUNE WIDEBAND VHF ANTENNA 21"

CHASSIS WIRING

All chassis wiring shall have XL high temperature crosslink insulation. All wiring shall be color-coded, and the function and number stamped at 3" intervals on each wire. All wiring shall be covered with high temperature rated split loom for easy access to wires when trouble shooting. All electrical connectors and main connectors throughout the chassis shall be treated to prevent corrosion.

MASTER ELECTRICAL PANEL

The main chassis breaker panel shall be wired through the master disconnect solenoid and controlled by the three-position ignition rocker switch. The breaker panel shall be located in front of the officer on the interior firewall and shall be protected by a removable aluminum cover. The cover shall have an aluminum notebook holder on the exterior face accessible to the officer. The cover shall be painted with a durable finish to match the interior of the cab and shall be secured with two (2) thumb screws.

The breaker panel shall include up to 22 ground switched relays with circuit breaker protection. An integrated electrical sub-panel shall be provided and interfaced to the body and chassis through an engineered wire harness system.

Twelve (12) 20-ampere relays and one (1) 70-ampere relay shall be provided for cab light bar and other electrical items. If the option for a mechanical siren has been selected two (2) additional relays shall be provided.

Up to two (2) additional relay boards with circuit breaker protection shall be provided for additional loads as required. Each board shall contain four (4) relays. The relay boards shall be configured to trip with input from switch of positive-negative or load manager by moving the connector on the board (no tools required).

All relay boards shall be equipped with a power-on indicator light (red), input indicator light (green) and power output indicator light (red).

Up to twenty-three (23) additional automatic reset circuit breakers for non-switched loads that are remotely switched (ie: heater fans, hood lights, etc.) shall be provided.

All relays and circuit breakers on the relay boards shall be pull-out/push-in replaceable.

All circuit breakers on the relay boards shall be 20 ampere automatic reset which can be doubled or tripled for 40 or 60-ampere capacity.

The system shall utilize Deutsch DRC weather resistant connectors at the breaker panel, toe board and main dash connections.

All internal wire end terminals, including locking connectors, shall be mechanically affixed to the wire ends by matching terminal crimping presses to assure the highest quality terminations.

All internal splices shall be ultrasonically welded connections and all internal wiring shall be high temperature GXL type wire that is protected by wiring duct wherever possible.

All switches shall be ground controlled; no power going through any rocker switch.

Any switch controlling a relay in the breaker panel shall be capable of being set to function only when the parking brake is set. All relays shall be tagged with the function that the relay is controlling.

INSTRUMENT PANEL

The main dash shroud, which covers the area directly in front of the driver from the doorpost to the engine hood, shall be constructed of vacuum formed ABS material with scorpion texture. The dash shall be a onepiece hinged panel that tilts outward for easy access to service the internal components. The gauge

panel shall be constructed with a .125" aluminum panel, covered with a scratch resistant reverse printed and laminated poly carbonite.

The gauges shall be AMETEK Vehicular Instrumentation Systems (VIS), Next Generation Instrumentation System (NGI) with built-in self-diagnostics and red warning lights to alert the driver of any problems. All gauges and controls shall be backlit for night vision and identified for function. All main gauges and warning lights shall be visible to the driver through the steering wheel.

MASTER BATTERY & IGNITION SWITCH

The vehicle shall be equipped with a keyless ignition, with a three (3)-position Master Battery rocker switch, "Off/ACC/On" and a two (2)-position Engine Start rocker switch, "Off/Start".

DIESEL PARTICULATE FILTER CONTROLS

There shall be two (2) controls for the diesel particulate filter. One control shall be for regeneration and one control shall be to inhibit engine regeneration. These shall be located below the steering wheel in the kick panel.

INSTRUMENTATION & CONTROLS

Instrumentation on dash panel in front of the driver:

Tachometer/hourmeter with high exhaust system regeneration temperature, and instrument malfunction indicators

Speedometer/odometer with built in turn signal, high beam, and re-settable trip odometer

Voltmeter

Diesel fuel gauge

DEF (Diesel Exhaust Fluid) gauge

Engine oil pressure

Transmission temperature

Engine temperature

Primary air pressure

Secondary air pressure

Indicators and warning lights in front of the driver:

Parking brake engaged

Low air with buzzer

- Antilock brake warning
- Check transmission
- Transmission temperature
- Upper power indicator
- Seat belt
- Engine temperature
- Low oil indicator
- Low voltage indicator
- Air filter restriction light
- Low coolant indicator
- High idle indicator
- Power on indicator
- Check engine
- Stop engine
- Check engine MIL lamp
- DPF indicator
- High exhaust temperature
- Wait to start

Other indicator and warning lights (if applicable):

- Differential locked
- PTO (s) engaged
- Auto-slip response
- Retarder engaged
- Retarder temperature
- ESC indicator

Controls located on main dash panel in front of the driver:

- Master power disconnect with ignition switch
- Engine start switch
- Headlight switch
- Windshield wiper/washer switch
- Differential lock switch (if applicable)
- Dimmer switch for backlighting

Controls included in steering column:

- Horn button
- Turn signal switch
- Hi-beam low-beam switch

- 4-way flasher switch
- Tilt-telescopic steering wheel controls

CENTER CONTROL CONSOLE

There shall be an ergonomically designed center control console. The console shall be constructed of 1/8" smooth aluminum and shall be mounted on the engine hood between the driver and officer. The console shall have a durable coating to match the color of the engine hood covering and shall feature surfaces on each side that are contoured to face the driver and the officer for easy viewing and accessibility. The switches and other customer specified electrical items shall be mounted in removable 1/8" smooth aluminum panels with a black wrinkle finish. The console shall have an aluminum lift-up lid with quick release latch. The lid shall be held in the open position with a gas strut to allow for easy access and serviceability.

Controls located in the console conveniently accessible to the driver:

- Transmission shifter
- Pump shift control with OK TO PUMP and PUMP ENGAGED lights
- Remote mirror control
- Illuminated rocker switches to control high idle, Jacob's brake, siren/horn, siren brake, master emergency, and other customer specified components
- 12V power point (if applicable)

Controls located in the console conveniently accessible to the driver and the officer (center):

- Parking brake control with a guard to prevent accidental engagement

Controls located in the console conveniently accessible to the officer:

- Illuminated rocker switches to control customer specified components that are easily reachable to the officer and do not allow for compromise of the driver's view, and eliminate the need for foot switches
- Surface to recess siren head, radio head, or other desired items as space permits
- 12V power point (if applicable)

Driving compartment warning labels shall include:

- HEIGHT OF VEHICLE
- OCCUPANTS MUST BE SEATED AND BELTED WHEN APPARATUS IS IN MOTION
- DO NOT USE AUXILIARY BRAKING SYSTEMS ON WET OR SLIPPERY ROADS
- EXIT WARNINGS

Additional labels included:

- COMPUTER CODE SWITCH

ABS CODE SWITCH
FLUID DATA TAG
CHASSIS DATA TAG

OVERHEAD CONTROL CONSOLE

An ergonomically designed overhead console shall be provided above the driver and officer, running the full width of the cab. The overhead console shall be constructed from 1/8" aluminum plate and shall be painted with a durable finish to match the inside of the cab. There shall be seven (7) removable 1/8" smooth aluminum plates with a black wrinkle finish to house switches and other electrical items.

Directly above the driver there shall be two (2) panels with no cutouts, unless otherwise specified by the customer.

There shall be a panel located to the right of the driver that shall be designated for defroster, heat, and air conditioning controls (if specified).

The center overhead panel shall be designated for up to seven (7) door ajar indicators. Upon releasing the apparatus parking brake, one or more of these lights shall automatically illuminate (flash) when any of the following conditions occur that may cause damage if the apparatus is moved: cab or compartment door is open; ladder or equipment rack is not stowed; stabilizer system deployed; any other device has not been properly stowed.

There shall be a panel to the left of the officer as well as two (2) directly above the officer. These panels shall have no cutouts, unless otherwise specified by the customer.

ENGINE WARNING SYSTEM

An engine warning system shall be provided to monitor engine conditions such as low oil pressure, high engine temperature and low coolant level. Warning indication shall include a STOP ENGINE (red) light with audible buzzer activation and a CHECK ENGINE (amber) light. Note: (Some engine configurations may also include a fluid warning light.)

There shall be a master information light bar with 24 lights located across the center of the dash panel that covers up to 24 functions. These are defined under Indicators and Warning Lights above.

PUMP SHIFT MODULE

A pump shift module with indicating lights shall be located within easy reach of the driver. A gear lockup shall be provided to hold the transmission in direct drive for pump operation.

DO NOT MOVE APPARATUS INDICATOR LIGHT

A Whelen TIR3 LED light shall be installed in the cab near the driver. The light shall illuminate when the parking brake is released and any cab or body door is open or any other item on the apparatus is not properly stowed that may cause damage.

MAPBOOK SLOT

A mapbook slot shall be installed on exterior of the breaker panel located on the officer's side of the cab.

PROGRAMMABLE LOAD MANAGER

Load manager shall have the ability to sequence loads on and off. The Super Node II has twenty-four (24) inputs and twenty-four (24) outputs. Eighteen (18) are positive polarity outputs and six (6) are ground polarity outputs. It shall also be able to establish a 8 priority levels to shedding loads when the vehicle is stationary, starting at 12.8 volts lowest priority load to be shed, then respectively at 12.7, 12.5, 12.3, 12.1, 11.9, 11.5 and never shed volts DC. An output is shed (turned OFF) when the system voltage drops below the designated priority level's shed voltage for thirty (30) seconds. If the voltage has dropped below multiple priority level shed voltages then each higher priority level will shed before the lower priority levels. An output is unshed (turned back ON) when the system voltage rises above the designated priority level's unshed voltage for ten (10) seconds. If the voltage has risen above multiple priority level unshed voltages then each lower priority level will unshed before the upper priority levels.

MASTER SWITCH

All outputs can be tied or not tied to the stage switch. In fire apparatus this switch is typically referred to as the master switch. The state of the stage switch is controlled by Utility Module output memory space 3. When this output is active the stage switch is active. Any output tied to the stage switch will be OFF if the stage switch is not active regardless of the output's multiplex equation. Set an output to be tied to the stage switch by checking the stage switch box in its "Output Port Load Settings" under the "Settings" tab. The name of the stage switch can be changed from the standard "stage" to anything desired by modifying the text in the "Output Port Load Settings" area.

AUTOMATIC HIGH IDLE ACTIVATION

The Utility Module's high idle request (input memory space 2) is activated when the system voltage drops below the high idle threshold (12.8 volts standard or 25.6 volts if 24 volt load management is enabled) for 8

seconds or longer AND load management has been enabled (Utility Module output memory space 1 is active). The high idle request will remain active as long as the voltage remains below the voltage threshold and for 3 minutes after the system voltage rises above the voltage threshold. High idle can be canceled by activating the Utility Module's high idle cancel (output memory space 0).

HIGH IDLE

The engine shall have a "high idle" switch on the dash that shall maintain an engine RPM of 1,000. The switch shall be installed at the cab instrument panel for activation/deactivation. The "high idle" mode shall become operational only when the parking brake is on and the truck transmission is in neutral.

AUXILIARY POWER POINTS

Two (2) 12-volt 20-ampere auxiliary lighter socket type plug-ins, shall be provided in the cab, one near the driver and one near the officer.

USB POWER POINTS

Two (2) 12-volt dual port USB power points shall be provided in the cab.

CAB ACCESSORY FUSE PANEL

A fuse panel shall be located underneath the rear facing seat on the officer's side. The fuse panel shall consist of six (6) battery hot and six (6) ignition switch circuits. Each circuit shall be capable of 10-ampere 12-volt power and total output of 50-amps. The fuse panel shall be capable of powering accessories such as hand held spotlights, radio chargers, hand lantern chargers and other miscellaneous 12-volt electrical components.

POWER & GROUND STUDS, OVERHEAD COMMAND CONSOLE

There shall be a set three of (3) threaded power studs provided in the cab's overhead Command Console for future installation of two-way radios.

The studs shall be wired as follows:

- One (1) 12-volt 60-amp, direct to the battery
- One (1) 12-volt 30-amp controlled by the ignition switch

- One (1) 12-volt 125-amp ground

POWER & GROUND STUDS, LOWER COMMAND CONSOLE

There shall be a set three of (3) threaded power studs provided in the cab's lower Command Console for future installation of two-way radios.

The studs shall be wired as follows:

- One (1) 12-volt 60-amp, direct to the battery
- One (1) 12-volt 30-amp controlled by the ignition switch
- One (1) 12-volt 125-amp ground

POWER & GROUND STUDS, UNDER OFFICER'S SEAT

There shall be a minimum of four (4) threaded power studs provided under the officer's seat to accommodate the future installation of two-way radios.

The studs shall be wired as follows:

- One (1) 12-volt 40-amp controlled by the battery switch
- One (1) 12-volt 60-amp controlled by the ignition switch
- One (1) 12-volt 60-amp, direct to the battery
- One (1) 12-volt 100-amp ground

VEHICLE DATA RECORDER

An Akron / Weldon vehicle data recorder as required by the 2009 edition of NFPA 1901 shall be installed. Vehicle data shall be sampled at the rate of 1 second per 48 hours, and 1 minute per 100 engine hours.

Free software is available to allow the fire department to collect the data as needed.

LIGHTING CAB INTERIOR

Interior lighting shall be provided inside the front of the cab for passenger safety. Two (2) Whelen 6" round ceiling mounted combination red/clear LED dome lights with a push button on/off switch in the light lens. One light shall be located over each the officer and driver's position. The lights shall also activate from the open door switch located in each cab doorjamb.

LIGHTING CREW CAB INTERIOR

Interior lighting shall be provided inside the crew cab for passenger safety. Two (2) Whelen 6" round ceiling mounted combination red/clear LED dome lights with a push button on/off switch in the light lens shall be provided. The lights shall also activate from the open door switch located in each cab doorjamb.

HEAVY DUTY HEATER/DEFROSTER/AIR CONDITIONER

There shall be a minimum 80,000 cool BTU and 65,000 heat BTU single unit, heater/air conditioner mounted over the engine cover. The unit shall be mounted in center of the cab on the engine hood/enclosure. Unit shall have a shutoff valve at the right side of the frame, next to the engine. Airflow of the heater/air conditioner shall be a minimum 1200 CFM. To achieve maximum cooling, a TM-31 Compressor (19.1 cu. in.) will be used.

The defroster/heater shall be a minimum of 35,000 BTU and shall be a separate unit mounted over the windshield. There shall be eight (8) louvers/diffusers to direct to windshield and door glass. Airflow of the defroster/heater shall be a minimum 350 CFM. The unit shall be painted Zolatone greystone to match the cab ceiling.

The condenser shall be roof mounted and have 80,000 BTU rating. The unit shall include two fan motors. Airflow of the condenser shall be a minimum 2250 CFM. (This roof-mounted condenser shall work at full rated capacity at an idle with no engine heat problems.)

HEATER/DEFROSTER/AIR CONDITIONING CONTROLS

The heater/defroster/air conditioning shall be located in the overhead console in the center of the apparatus cab within reach of the driver and officer. The controls shall be illuminated for easy locating in dark conditions. The controls shall be located in such a way that the driver will not be forced to turn away from the road to make climate control adjustments. Control of all heater/defroster/air conditioning functions for the entire apparatus cab shall be achieved through these controls.

FLOORBOARD HEATING DUCT

There shall be ductwork to the floor of the cab, facing forward to provide heat for the front of cab floor area.

DRIVER/OFFICER VENT TO FACE

There shall be ductwork routed forward towards the driver/officer positions. The vents shall provide a/c to the face of the driver/officer and to the front of cab area.

DEFROSTER DIFFUSER

A molded diffuser made of durable ABS plastic ductwork system shall be provided. It shall be form fitted and shall attach to the cab's overhead defroster unit to provide temperature controlled air to the windshields. Air flow of up to 280 cfm is balanced and directed across the entire windshield for optimum defrosting capability in all types of weather.

TOOL MOUNTING PLATE

There shall be a 3/16" smooth aluminum plate installed on top of the heat/ air conditioning unit for use in mounting of equipment. The plate shall measure approximately 25" wide x 19.5" long and shall be spaced up 1". The mounting plate shall feature beveled edges on the front and rear for a finished appearance. The plate shall be coated with the same finish as the heat/air conditioning unit and shall be secured with screws for easy replacement.

DRIVER'S SEAT

A H.O. Bostrom Sierra high back ABTS seat with air suspension shall be provided for the driver. The seat shall be equipped with a red 3-point shoulder harness with lap belt. The seat shall have fore/aft adjustment and shall be upholstered with heavy duty Low Seam Durawear Plus material.

HELMET STORAGE

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

OFFICER'S SEAT

The officer's seat shall be an H.O. Bostrom ABTS 8-way power electric seat. The seat shall have the following features:

- Integrated 3-point seat belts
- Power 8" fore /aft adjustment
- Power 2" height adjustment
- Power front seat tilt
- Power rear seat tilt
- Power Back recline
- Built in lumbar support
- 100% Durawear Plus™ seat material with low seam

UNDER SEAT STORAGE COMPARTMENT

There shall be a storage area under the officer's seat, accessible from the front through a hinged door with Southco C5 compression lever latch. The door shall be painted with a durable finish to match the inside of the cab and shall be vertically hinged near the engine enclosure.

The storage area shall be approximately 19.5" wide x 14.375" high x 21.75" deep. The lower rear portion of the compartment shall be tapered to accommodate the wheel well and wiring chase. The opening shall be approximately 15.5" wide x 10.5" high.

HELMET STORAGE

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

EMS CABINET, EXTERIOR ACCESS

There shall be a cabinet constructed of .125 aluminum plate and painted to match the interior of the cab. The cabinet dimensions shall be approximately 23"W x 24"D x 42.25"H. The exterior roll-up door will have a 15" opening. Strip lighting shall be provided in the cabinet. The location of the cabinet shall be in place of the rear facing seat behind the driver or officer.

EXTERIOR ROLL-UP DOOR, NON-PAINTED

The exterior door of the EMS cabinet shall be a an Amdor brand roll-up door in a satin finish.

DOOR LOCK

The exterior door shall be equipped with a lock and key.

EMS CABINET, EXTERIOR ACCESS

There shall be a cabinet constructed of .125 aluminum plate and painted to match the interior of the cab. The cabinet dimensions shall be approximately 23"W x 24"D x 42.25"H. The exterior roll-up door will have a 15" opening. Strip lighting shall be provided in the cabinet. The location of the cabinet shall be in place of the rear facing seat behind the driver or officer.

EXTERIOR ROLL-UP DOOR, NON-PAINTED

The exterior door of the EMS cabinet shall be a an Amdor brand roll-up door in a satin finish.

DOOR LOCK

The exterior door shall be equipped with a lock and key.

Special Crew Seat Air Ride Non SCBA Durawear Plus Low Seam

Special crew seat air ride non scba durawear plus low seam. Reference HS-6403 Buckeye AZ.

HELMET STORAGE

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

Special Crew Seat Air Ride Non SCBA Durawear Plus Low Seam

Special crew seat air ride non scba durawear plus low seam. Reference HS-6403 Buckeye AZ.

HELMET STORAGE

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

SEAT UPHOLSTERY COLOR

The cab seat upholstery shall be gray in color.

BOTTOM CUSHION SEAT COVERS

A removable Bostrom Zip Clean washable cover shall be provided on each bottom seat cushion. An additional cover shall be also provided for each seat for use when the initial seat cover has been removed for cleaning.

ADDITIONAL BOTTOM CUSHION SEAT COVERS

An additional Bostrom Zip Clean washable cover shall be provided for a bottom seat cushion.

BACK SEAT COVERS

A removable Bostrom Zip Clean washable cover shall be provided on the back rest of each seat.

ADDITIONAL BACK SEAT COVERS

An additional Bostrom Zip Clean washable cover shall be provided for the back rest of a seat.

SEAT BELT WARNING SYSTEM

An Akron / Weldon seat belt warning system shall be provided, and shall monitor each seating position. Each seat shall be supplied with a sensor that, in conjunction with the display module located on the dash, shall determine when the seat belt was fastened and if the seat is occupied. An icon shall represent that the seat is properly occupied. An audible and visual alarm shall be activated if the seat is occupied and/or the belt is not fastened in the proper sequence.

CREW SEAT COMPARTMENT

A compartment shall be provided under the forward facing crew seats on the back wall of the cab. There shall be fixed panels covering the front face of the compartment. Compartment dimensions are 91.5"L x 14"H x 19"W.

IN-CAB OVERHEAD STORAGE AREA

An overhead storage area shall be provided at the front of the raised roof portion inside of the cab above the engine hood. The center storage area shall be approximately 44" wide x 10.5" high x 17" deep and shall have a Zolatone gray/black rubberized, textured finish to match the cab interior. Removable nylon netting shall be provided to cover the storage area opening.

Provisions shall be made for the installation of customer furnished radio.

ANTENNA MOUNTING

The customer supplied radio antenna shall be installed in the cab roof with the coax cable run to the radio mounting area. The radio location shall be determined at the pre-construction meeting.

HD STEREO

A Jensen HD AM/FM/WB Bluetooth stereo shall be provided with four speakers.

REAR & SIDE VISION CAMERA SYSTEM, DUAL CAMERA

A Fire Research inView™ TrueSight™ model BCA121-A00 kit shall include: (1) one 130° camera with 18 infrared illuminators, (1) one 120° side-angle camera and (1) one 7" digital monitor.

The 130° Camera shall include the following features: 1/3" SONY® Color CCD Sensor, 250,000 pixels for Picture Elements and Gamma Correction with R=0.45 to 1.0. The camera shall have Mirror Image capability. (1) One 66 ft. Extension Cable is included for the 130° camera. (1) One Screw Kit shall be provided for camera installation. The camera shall have a built-in high gain microphone. The Image Sensor shall provide 600 TV Lines PAL: 500(H) *582(V), NTSC: 510(H) *492(V). The 2.1MM Lens shall have a 130° Viewing Angle. The Waterproof rating shall be IP69K. The kit shall include an Internal Synchronization Sync System. Infrared Distance shall be 50 Ft. (18 Infrared IR). The Usable Illumination shall be 0 Lux (with IR ON). The Power

Source shall be DC 12V (+/-10%). Signal-to-Noise ratio (S/N Ratio) shall be rated for higher than 48DB. The Electronic Iris rating shall be 1/50, 1/60-1/100,000 seconds. Video Output rating shall be 1VP.P 75 Ω. The IR Switch Control shall have a CDS Automatic Control. Vibration and Impact Rating shall be 20G/100G.

4 - USER FIRECOM WIRELESS INTERCOM SYSTEM

SUTPHEN TO PROVIDE AND INSTALL:

- 1 - UHW505 HEADSET
- 4 - PAIR RED RUGGEDIZERS
- 1- FHW505 HEADSET
- 2- UHW503 HEADSETS
- 1- WB505R WIRELESS BASESTATION
- 1 - 5100D DIGITAL INTERCOM
- 2 - MOBILE RADIO CABLES
- 4 - NFPA HANGER HOOKS

FIRE PUMP HALE QMAX XS 2000 GPM

Fire pump shall be midship mounted. The fire pump shall be of the double suction single stage centrifugal type, carefully designed in accordance with good modern practice.

The pump shall be of fine grain alloy cast iron, with a minimum tensile strength of 30,000 PSI.

The pump body shall be horizontally split, on a single plane, casing type with removable lower casing for easy removal of the entire impeller assembly including wear rings and bearings from beneath the pump without disturbing piping or the mounting of the pump in the chassis.

All moving parts in contact with water shall be of high quality bronze or stainless steel. Easily replaceable bronze labyrinth wear rings shall be provided. Discharge passage shall be designed to accomplish uniform pressure readings as the actual pump pressure. The rated capacity of the fire pump shall be 2000 gallons per minute in accordance with NFPA# 1901.

The pump shaft shall be rigidly supported by three bearings for a minimum deflection. One high lead bronze sleeve bearing shall be located immediately adjacent to the impeller (on side opposite the drive unit). The sleeve bearing shall be lubricated by a force fed, automatic lubrication system, pressure balanced to exclude foreign material. The remaining bearings shall be heavy-duty type, deep groove ball bearings and shall be splash lubricated.

PUMP TRANSFER CASE – G SERIES

The drive unit shall be designed of ample capacity for lubricating reserve and to maintain the proper operating temperature. Pump drive unit shall be of sufficient size to withstand up to 16,000 lbs. ft. torque of the engine in both road and pump operating conditions.

The gearbox drive shafts shall be heat treated chrome nickel steel input and output shafts shall be at least 23/4" in diameter, on both the input and output shafts. They shall withstand the full torque of the engine in both road and pump operating conditions.

The engagement of the pump transmission shall be of such design so as to permit transfer of power from road to pump operation only after vehicle is completely stopped. The pump shift shall be air actuated from the cab and have both a green "Pump Engaged" light, and a green "O.K.-To-Pump" light. A third green light shall be provided on the pump operator's panel for "Throttle Ready".

The pump drive unit shall be cast and completely manufactured and tested at the pump manufacturer's factory.

PUMP SEAL

The pump shaft shall have only one packing gland located on the inlet side of the pump. It shall be of split design for ease of repacking. The packing gland must be a full circle threaded design to exert uniform pressure on the packing to prevent "cocking" and uneven packing load when it is tightened. It shall be easily adjustable by hand with a rod or screwdriver and requiring no special tools or wrenches. The packing rings shall be of a unique combination of braided graphite filament and braided synthetic packing and have sacrificial zinc foil separators to protect the pump shaft from galvanic corrosion.

PUMP ANODE

A Hale pump anode kit shall be provided and installed in the pump body. A minimum of two (2) anodes shall be installed, one (1) in the suction side and one (1) in the discharge side of the pump.

PUMP TEST & CERTIFICATION

The pump shall be tested and certified by Mistras Group, Inc., a third party independent testing agency, in accordance with NFPA 1901. A 3 hour pumping test from draft shall be conducted consisting of 2 hours of continuous pumping at 100% of rated capacity at 150PSI net pump pressure, followed by ½ hour of continuous pumping at 70% of rated capacity at 200PSI net pump pressure, and ½ hour of continuous pumping at 50% of rated capacity at 250PSI net pump pressure). The testing shall also include a pressure control system test,

priming system test, vacuum test, a gauge/flowmeter test, and a pumping engine overload test. If the apparatus is equipped with a water tank, the water tank-to-pump test shall also be included.

AUXILIARY COOLER

An auxiliary cooler shall be furnished to provide additional cooling to the engine under extreme pumping conditions. Water from the pump is to be piped to the coils of the heat exchanger allowing the engine fluid to be cooled as required.

PUMP CONNECTIONS

All suction and discharge lines (except pump manifolds) 1" and larger shall be heavy-duty stainless steel pipe. Where vibration or chassis flexing may damage or loosen piping or where a coupling is necessary for servicing, a flexible connection shall be furnished. All lines shall be drained by a master drain valve or a separate drain provided at the connection. All individual drain lines for discharges shall be extended with a 90 degree fitting in order to drain below the chassis frame. All water carrying gauge lines shall utilize nylon tubing.

TANK TO PUMP

The booster tank shall be connected to the intake side of the pump with a check valve. The 3" tank to pump line shall run from a bottom sump into the 3" valve. To prevent damage due to chassis flexing or vibration, a short 3" flexible rubber hose coupling shall be used to connect the tank to the intake valve.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a selflocking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a Class 1 push/pull handle located at the operator's panel.

TANK FILL

A 2" tank fill line shall be provided, using a quarter turn full flow ball valve controlled from the pump operator's panel.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a selflocking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a Class 1 push/pull handle located at the operator's panel.

PRESSURE GOVERNOR / MONITORING DISPLAY

Fire Research PumpBoss model PBA400-A00 pressure governor and monitoring display kit shall be installed. The kit shall include a control module, two (2) 600 psi pressure sensors, and cables. The control module case shall be waterproof and have dimensions not to exceed 6 3/4" high by 4 5/8" wide by 1 3/4" deep. Inputs for monitored information shall be from a J1939 databus or independent sensors. Outputs for engine control shall be on the J1939 databus or engine specific wiring.

The following continuous displays shall be provided:

CHECK ENGINE and STOP ENGINE warning LEDs

Engine RPM; shown with four daylight bright LED digits more than 1/2" high

Engine OIL PRESSURE; shown on an LED bar graph display in 10 psi increments

Engine TEMPERATURE; shown on an LED bar graph display in 10 degree increments

Transmission TEMPERATURE; shown on an LED bar graph display in 10 degree increments

BATTERY VOLTAGE; shown on an LED bar graph display in 0.5 volt increments

PSI / RPM setting; shown on a dot matrix message display
PSI and RPM mode LEDs THROTTLE READY LED.

A dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator.

The program shall store the accumulated operating hours for the pump and engine, previous incident hours, and current incident hours in a non-volatile memory. Stored elapsed hours shall be displayed at the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

- High Engine RPM
- High Transmission Temperature
- Low Battery Voltage (Engine Off)
- Low Battery Voltage (Engine Running)
- High Battery Voltage
- Low Engine Oil Pressure
- High Engine Coolant Temperature

The

governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A control knob that uses optical technology shall adjust pressure or RPM settings. It shall be 2" in diameter with no mechanical stops, a serrated grip, and have a red idle push button in the center.

A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure governor and monitoring display shall be programmed to interface with a specific engine.

INTAKE RELIEF

There shall be a Task Force Tips A1860 intake relief valve installed on the intake side of the pump. The surplus water shall be discharged away from the pump operator and terminate with Male NST hose thread. System is field adjustable.

6" PUMP INLET

A 6" diameter suction port with 6" NST male threads shall be provided, on the left side of vehicle. The inlet shall extend through the side pump panels and come complete with removable strainer and long handle chrome-plated cap.

TFT BALL INTAKE VALVE

There shall be one TFT ball intake valve provided with the apparatus. The inlet side shall be 6" NST female and the outlet side shall be specified by the fire department, which will be 4" female swivel. Valve part # is AB7NHP-NX

2.5" LEFT SIDE INLET

One 2.5" gated inlet valve shall be provided on the left side pump panel. The valve shall be supplied with chrome plate female swivel, plug, chain, and removable strainer. The valve shall attach directly to the suction side of the pump with the valve body behind the pump panel.

The valve shall be

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a selflocking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a swing type handle located at the operator's panel. The handle shall have a full 90 degree movement.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

6" PUMP INLET

A 6" diameter suction port with 6" NST male threads shall be provided, on the right side of vehicle. The inlet shall extend through the side pump panels and come complete with removable strainer and long handle chrome-plated cap.

TFT BALL INTAKE VALVE

There shall be one TFT ball intake valve provided with the apparatus. The inlet side shall be 6" NST female and the outlet side shall be specified by the fire department, 4" female swivel. Part # AB7NHP-NX.

2.5" RIGHT SIDE INLET

A 2.5" gated inlet valve shall be provided on the right side pump panel. The valve shall be supplied with chrome plate female swivel, plug, chain, and removable strainer. The valve shall attach directly to the suction side of the pump with the valve body behind the pump panel.

VALVE

An Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a selflocking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a swing type handle located at the operator's panel. The handle shall have a full 90 degree movement.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

DISCHARGE #1 - LEFT

The discharge in position #1 on the left side of the apparatus shall include the following features.

A 2.5" discharge shall be provided on the left side of the apparatus.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a selflocking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be

controlled by a rack and sector with a Class 1 push pull handle located at the operator's panel.

2.5" PRESSURE GAUGE

The discharge shall be equipped with 2.5" Class 1 gauge. The gauge shall be fully filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40 degrees F. The case shall be temperature compensated with an internal breathing diaphragm to permit fully filled cases and to allow a rigid lens with a distortion free viewing area. To prevent internal freezing, and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage. The gauge shall be mounted adjacent to the corresponding water outlet.

DISCHARGE TERMINATION

The discharge valve shall be equipped with a 30° elbow termination that is capped and chained.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

DISCHARGE ADAPTER

One (1) 2.5" NST female x 1.5" NST male chrome plated adapter with 1.5" NST chrome plated cap and chain shall be provided for the above discharge.

DISCHARGE #2 - LEFT

The discharge in position #2 on the left side of the apparatus shall include the following features.

A 2.5" discharge shall be provided on the left side of the apparatus.

VALVE

an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a selflocking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall have a 10 year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a rack and sector with a Class 1 push pull handle located at the operator's panel.

2.5" PRESSURE GAUGE

The discharge shall be equipped with 2.5" Class 1 gauge. The gauge shall be fully filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40 degrees F. The case shall be temperature compensated with an internal breathing diaphragm to permit fully filled cases and to allow a rigid lens with a distortion free viewing area. To prevent internal freezing, and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage. The gauge shall be mounted adjacent to the corresponding water outlet.

DISCHARGE TERMINATION

The discharge valve shall be equipped with a 30° elbow termination that is capped and chained.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

DISCHARGE #3 - RIGHT

The discharge in position #3 on the right side of the apparatus shall include the following features.

A 2.5" discharge shall be provided on the right side of the apparatus.

The valve shall be

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a selflocking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a Class 1 push/pull handle located at the operator’s panel.

2.5" PRESSURE GAUGE

The discharge shall be equipped with 2.5" Class 1 gauge. The gauge shall be fully filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40 degrees F. The case shall be temperature compensated with an internal breathing diaphragm to permit fully filled cases and to allow a rigid lens with a distortion free viewing area. To prevent internal freezing, and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage. The gauge shall be mounted adjacent to the corresponding water outlet.

DISCHARGE TERMINATION

The discharge valve shall be equipped with a 30° elbow termination that is capped and chained.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

DISCHARGE ADAPTER

One (1) 2.5" NST female x 1.5" NST male chrome plated adapter with 1.5" NST chrome plated cap and chain shall be provided for the above discharge.

DISCHARGE #4 - RIGHT

The discharge in position #4 on the right side of the apparatus shall include the following features.

A 3" discharge with a 4" outlet shall be provided on the right side of the apparatus.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a selflocking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by an Akron model 9333 electric controller located at the operator's panel. Valve position will be displayed on the LCD screen incorporated into the control head.

2.5" PRESSURE GAUGE

The discharge shall be equipped with 2.5" Class 1 gauge. The gauge shall be fully filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40 degrees F. The case shall be temperature compensated with an internal breathing diaphragm to permit fully filled cases and to allow a rigid lens with a distortion free viewing area. To prevent internal freezing, and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage. The gauge shall be mounted adjacent to the corresponding water outlet.

DISCHARGE TERMINATION

The discharge valve shall be equipped with a 30° elbow termination that is capped and chained.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

2.5" LEFT REAR DISCHARGE

There shall be a 2.5" gated discharge piped to the left rear. The discharge shall be installed with proper clearance for spanner wrenches or adapters.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a selflocking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a Class 1 push/pull handle located at the operator's panel.

2.5" PRESSURE GAUGE

The discharge shall be equipped with 2.5" Class 1 gauge. The gauge shall be fully filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40 degrees F. The case shall be temperature compensated with an internal breathing diaphragm to permit fully filled cases and to allow a rigid lens with a distortion free viewing area. To prevent internal freezing, and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage. The gauge shall be mounted adjacent to the corresponding water outlet.

DISCHARGE TERMINATION

The discharge valve shall be equipped with a 30° elbow termination that is capped and chained.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

DISCHARGE ADAPTER

One (1) 2.5" NST female x 1.5" NST male chrome plated adapter with 1.5" NST chrome plated cap and chain shall be provided for the above discharge.

FRONT BUMPER DISCHARGE

A 1.5" discharge with 2" plumbing shall be provided at the front bumper. The valve shall be remote controlled at the pump panel.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a selflocking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10 year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a Class 1 push/pull handle located at the operator's panel.

2.5" PRESSURE GAUGE

The discharge shall be equipped with 2.5" Class 1 gauge. The gauge shall be fully filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40 degrees F. The case shall be temperature compensated with an internal breathing diaphragm to permit fully filled cases and to allow a rigid lens with a distortion free viewing area. To prevent internal freezing, and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage. The gauge shall be mounted adjacent to the corresponding water outlet.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

DISCHARGE STOP PINS

Two (2) vertical stop pins shall be installed, one on each side of the front bumper discharge, to prevent the swivel or hose from hitting the cab. The vertical pins shall be made of polished aluminum.

DELUGE RISER

A 3" deluge riser shall be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping shall be rigidly braced. The riser shall be gated and controlled from the pump operators panel.

VALVE, SLOW CLOSE

The valve shall be an Akron slow close type Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts.

The valve shall a 10-year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a Class 1 push/pull handle located at the operator's panel.

2.5" PRESSURE GAUGE

The discharge shall be equipped with 2.5" Class 1 gauge. The gauge shall be fully filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to

ensure proper operation to minus 40 degrees F. The case shall be temperature compensated with an internal breathing diaphragm to permit fully filled cases and to allow a rigid lens with a distortion free viewing area. To prevent internal freezing, and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage. The gauge shall be mounted adjacent to the corresponding water outlet.

DECK GUN TERMINATION

A four-bolt compound flange shall be provided on top of the deck gun piping.

MONITOR

There shall be an Akron Apollo Model 3423 monitor mounted above the pump. This shall be connected to the deluge riser and shall be removable. Quad stacked tips, stream shaper and portable base shall be provided.

EXTEND-A-GUN

A Task Force Tips model XG18 manually telescoping waterway shall be provided and installed. The Extend-agun shall be capable of being raised to an extended height of 18" by lifting a quick release latch located at the base of the extension tube. The aluminum riser shall have a 3" waterway; hardcoat anodized finish and be furnished with a 3" NPT or 3" Victaulic inlet and a 3" male NPT outlet. The unit shall have a unique serial number and be covered by a five-year warranty.

CROSSLAY 2.5"

A single 2.5" crosslay hose bed shall be supplied, above the speedlays. The piping and valves shall be 2.5". The swivel shall be 2.5". The valve shall be push/pull controlled from the pump panel.

The crosslay compartment shall hold a minimum of *200 ft. of 2.5" double jacket hose.*

SPEEDLAYS

Two (2) speedlays shall be provided at the front of the module. The piping and valves shall be 2", the swivels shall be 1.5". The valves shall be the "drop-out" style, push/pull controlled from the pump panel. Each compartment shall hold *200 ft. of 1.75" double jacket hose.*

Each speedlay shall be provided with a poly, slide-in hose tray.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a selflocking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a Class 1 push/pull handle located at the operator's panel.

2.5" PRESSURE GAUGE

The discharge shall be equipped with 2.5" Class 1 gauge. The gauge shall be fully filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40 degrees F. The case shall be temperature compensated with an internal breathing diaphragm to permit fully filled cases and to allow a rigid lens with a distortion free viewing area. To prevent internal freezing, and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage. The gauge shall be mounted adjacent to the corresponding water outlet.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

ADDITIONAL POLY TRAYS

Two (2) additional poly speedlay trays shall be provided, and shipped loose with the unit.

CROSSLAY COVER

An aluminum diamond plate cover shall be installed over the crosslay hose beds. It shall include a chrome grab handle at each end for opening and closing the cover. The cover shall be equipped with vinyl flaps on the sides, capable of being securely fastened.

SPEEDLAY COVER

A vinyl cover shall be provided to enclose the ends of the speedlays.

BOOSTER REEL

One (1) aluminum electric rewind booster reel shall be provided and mounted in the dunnage area. The reel shall be equipped with sealed joints, leak proof ball bearings, and an adjustable friction brake. The reel shall have a heavy frame to keep the drum, bearings, and rewind mechanism in alignment at all times. The reel shall have roller guides to prevent hose damage while it is being taken on and off of the reel. The electric rewind shall be located for convenience and safety of operation. Positive rewind power shall be assured by the use of sprocket and chain in conjunction with a geared manual crank.

The reel shall be equipped with 150 ft. 1" best grade booster hose with Bar-Way couplings and a 30 GPM nozzle.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a selflocking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall have a 10-year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by an air cylinder. The air cylinder shall be controlled by a toggle switch at the operator's panel.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

MASTER PUMP DRAIN

A multiport master drain valve shall be provided and plumbed to multiple locations on the main pump body. The valve assembly shall be clearly marked as the Master Drain.

DRAIN VALVES LIFT UP STYLE

Vertical lift up style, quarter turn style drain valves shall be provided for each suction inlet, or discharge outlet as specified. Each drain shall be clearly marked and color coded to match the corresponding suction of discharge.

SMARTFOAM 5.0 FOAM PROPORTIONING SYSTEM

The apparatus shall be equipped with a Hale SmartFOAM 5.0 fully automatic electronically controlled, direct injection, discharge side foam proportioning system. Foam proportioning operation shall be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. With a maximum operating pressure of 250 psi.

A 12-volt DC powered variable-speed electronic direct-injection foam-concentrate proportioning system with a 5.0-gpm-foam concentrate pump shall be integrated into the apparatus to provide foam proportioning. The pump shall be capable of handling Class A or B foam concentrate and be operated by a full-function panel mounted digital display.

The system shall operate via a paddlewheel flow sensor mounted in a 3-inch stainless steel check-valve manifold that includes a chemical injection point. The inlet of this stainless steel manifold/check-valve assembly will be connected to the fire pump, and the outlet connected to the foam capable discharge outlet(s) on the fire apparatus, as specified. The flow sensor/stainless-steel foam manifold combination shall be capable of water or foam solution flow rates of 30- to 750-gpm. The foam proportioning system shall be equipped with a panel mounted digital display control unit with a microprocessor that monitors total water

flow and foam concentrate pump output to provide the operator preset proportional amount of foam concentrate injected on the discharge side of the fire pump. Total foam concentrate pump concentrate output shall be 5.0 gallons per minute. Proportioning rate is push-button set by the pump operator on the digital display from 0.1% to 10%, in 0.1% increments.

The digital display panel mounted electronic operator control unit shall provide concentrate injection readout in tenths of a percent while also being able to read water flow, total water flowed and total amount of foam concentrate used. The control shall flash a warning indicating low concentrate in the reservoir to the operator, and shall be able to shut off the concentrate pump to prevent damage to the pump. A bar graph on the control unit shall provide visual indication of system operating capacity and will indicate when capacity is exceeded.

The foam concentrate pump shall be fed concentrate by a non-metallic housing foam concentrate strainer that is equipped with a service shut-off valve.

The unit will be fed 12-volt DC power from the apparatus electrical system, and be equipped with a chassis frame ground strap, per the foam proportioner manufacturer's installation and operating instruction manual.

The system shall be piped to the two crosslays, optional jump line or hose reel and / or right rear 2-1/2" discharge, if provided.

FOAM TANK

There shall be a 25-gallon foam tank. The tank shall be part of the main booster tank. There shall be a 3" PVC fill tower and cap and a tank vent. There shall be a 1-1/2" flanged outlet and drain valve at the lowest point in the tank.

FOAM CAPABLE DISCHARGES (6)

Customer desires the following discharges be foam capable:

- Front Bumper
- Booster Reel
- 2.5" Transverse Pre-connect
- Upper Speedlay
- Lower Speedlay
- Rear 2.5" Discharge

Customer is aware system will not supply all of these discharges accurately as foam system is 5.0 gpm max. Discuss options at precon.

PUMP AND GAUGE PANELS

The pump controls and gauges shall be located at the left side of the apparatus. The pump and gauge panels shall be flush mounted on the aluminum extruded pump module framework.

Pump panels on both sides shall be easily removable. The gauge and control panels shall be two separate panels for ease of maintenance. The upper gauge panel shall be hinged with a full-length stainless steel hinge held closed with a 1/4-turn latch. There shall be an access door located over the right side pump panel. This door shall have a stainless steel hinge and latching mechanisms.

The right side pump panel shall be vertically hinged to allow the panel to move away providing complete access to the pump compartment.

The control panel shall be laid out in a user-friendly manner. All valve controls shall have the corresponding discharge gauge located immediately adjacent to control handle to allow operator to view the discharge pressure without searching the panel.

PANEL FINISH

The panels shall be constructed of 14 gauge brushed stainless steel for maximum protection against abrasion caused during normal use.

COLOR CODING

Each discharge valve control, outlet, and corresponding line gauge shall be color-coded.

PUMP MODULE FRAMEWORK

The pump module framework shall be finished with a swirl pattern.

PUMP FINISH

The fire pump shall not be painted. The pump shall remain in its natural finish.

PLUMBING FINISH

The plumbing shall not be painted. All fittings, pipe, and valves shall remain in their natural finish.

EXTERIOR DUNNAGE AREA

The exterior dunnage panels shall be constructed of brushed stainless steel.

RUNNING BOARD TROUGHS

A floating trough shall be provided in the running boards on both the driver's side and officer's side, each capable of holding a 15-foot length of 5" hose. The forward edge shall be angled to minimize chance of break-over angle damage.

PUMP PANEL LIGHTS LED

The driver's side pump panel controls and gauges shall be illuminated by LED lights, controlled at the pump panel.

PUMP PANEL LIGHTS LED

The officer's side pump panel shall be illuminated by LED lights, controlled at the pump panel.

PUMP PANEL GAUGES AND CONTROLS

The following shall be provided at the pump operator's panel:

- Two (2) certified laboratory test gauge outlets.
- Push/pull pump primer control.
- Master drain control and additional drains as needed.
- Tank fill and pump cooler valve controls.
- Tank to pump valve control.
- Pump capacity rating plate.
- All discharge controls.
- Two (2) master 4-1/2" pump gauges.
- 2-1/2" Gauges for all 1-1/2" and larger discharge lines.

PRIMING SYSTEM

The priming pump shall be a Trident Emergency Products compressed air powered, high efficiency, multistage, venturi based Air Prime System. All wetted metallic parts of the priming system are to be of brass and stainless steel construction. A single panel mounted control will activate the priming pump and open the priming valve to the pump. The priming system shall have a five year warranty.

(1) PRIMER BUTTON - MAIN SUCTION

A single panel mounted control will activate the priming pump and open the priming valve to the pump.

COMPRESSION FITTINGS ON AIR SYSTEM

Compression style fittings shall be provided for the following locations within the pump module:

- Front Suction Drain (if applicable)
- Pump Shifter (standard)
- Pump Panel Air Outlet (if applicable)

All other air line fittings within the pump module shall be push-on style.

AIR OUTLET

Two (2) air chucks shall be provided adjacent to the pump operator's panel, one on each side. The system shall tie into the accessory tank of the brake system and include an 85-psi pressure protection valve in the outlet line to prevent the brake system from losing all air. A 25 ft. air hose shall be provided. *Note: Purchaser to specify type of hose fitting.*

THERMAL RELIEF VALVE

There shall be a Hale TRVL-120 Thermal Relief Valve (TRV) supplied. The valve shall automatically dump a controlled amount of water to atmosphere when the pump water exceeds 120 degrees Fahrenheit. The valve shall re-set automatically. A light shall be provided at the pump panel, which will illuminate when the pump reaches 120 degrees Fahrenheit to warn the operator that the pump is automatically dumping.

AIR HORN BUTTON

A push button switch shall be provided on pump operators panel to activate the air horns.

Air Horn Switch Officers Side

Both Pump Panels (Driver & Officers side) to have an Air Horn push button switch, to be labeled ***EVACUATION.***

4.5" MASTER GAUGES

Two (2) 4-1/2" Class 1 master gauges shall be provided. Each gauge shall be fully filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40-degrees Fahrenheit. The cases shall be temperature compensated with an internal breathing diaphragm to permit fully filled cases and to allow a rigid lens with a distortion free viewing area. To prevent internal freezing, and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage. The gauges shall be mounted next to each other adjacent to crosslay area at the right upper section of the pump operator's panel. The intake gauge shall be to the left of the discharge gauge.

WATER TANK GAUGE

A Class1 ITL-4 Intelli-Tank water level gauge shall be provided. The gauge shall feature wide-angle viewing and four (4) ultra-bright LED's for high visibility even in direct sunlight. Water level sensing shall be through a pressure transducer, and capable of indicating nine (9) accurate levels.

FOAM TANK GAUGE

A Class1 Intelli-Tank foam level gauge shall be provided. The gauge shall feature wide-angle viewing and four (4) ultra-bright LED's for high visibility even in direct sunlight. Foam level sensing shall be through a pressure transducer, and capable of indicating nine (9) accurate levels.

WHELEN 500 SERIES LED MONSTER GAUGES

Two (2) Whelen 500 series LED Monster Gauges (Multicolor), will be provided and installed, one on each side of cab, behind crew door high.

WATER TANK

The tank shall be constructed of PT3™ polypropylene material by United Plastic Fabricating (UPF). This material shall be a non-corrosive stress relieved thermoplastic and UV stabilized for maximum protection. Tank shell thickness may vary depending on the application and may range from ½ to 1" as required. Internal baffles are generally 3/8" in thickness.

The tank shall be of a specific configuration and shall be designed to be completely independent of the body and compartments. Joints and seams shall be fused using nitrogen gas as required and tested for maximum strength and integrity. The tank construction shall include PolyProSeal™ technology wherein a sealant shall be installed between the plastic components prior to being fusion welded. This sealing method will provide a liquid barrier offering leak protection in the event of a weld compromise. The top of the booster tank shall be fitted with removable lifting assembly designed to facilitate tank removal. The transverse and longitudinal swash partitions shall be manufactured of a minimum of 3/8" PT3™ polypropylene. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow. All swash partitions shall interlock with one another and completely fused to each other as well as to the walls of the tank. All partitions and spacing shall comply with NFPA 1901. The walls shall be welded to the floor of the tank providing maximum strength as part of the tank's unique Full Floor Design™.

The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of 1/2" PT3™ polypropylene and shall be a minimum dimension of 8" x 8" outer perimeter. The fill tower shall be blue in color indicating that it is a water-only fill tower. The tower shall have a 1/4" thick removable polypropylene screen and a PT3™ polypropylene hinged cover. The capacity of the tank shall be engraved on the top of the fill tower lid. Inside the fill tower there shall be a combination vent/overflow pipe. The vent overflow shall be a minimum of schedule 40 polypropylene pipe with a minimum I.D. of 4" that is designed to run through the tank, and shall be piped to discharge water behind the rear wheels as required in NFPA 1901 so as to not interfere with rear tire traction.

The tank cover shall be constructed of 1/2" thick PT3™ polypropylene and UV stabilized, to incorporate a multi-piece locking design, which allows for individual removal and inspection if necessary. The tank cover(s) shall be flush or recessed 3/8" from the top of the tank and shall be fused to the tank walls and longitudinal partitions for maximum integrity. Each one of the covers shall have hold downs consisting of 2" minimum polypropylene dowels spaced a maximum of 40" apart. These dowels shall extend through the covers and will assist in keeping the covers rigid under fast filling conditions. A minimum of two lifting dowels shall accommodate the necessary lifting hardware.

There shall be one (1) sump constructed of a minimum of 1/2" PT3™ polypropylene and be located in the left front quarter of the tank, unless specified otherwise. On all tanks that require a front suction, a 3" schedule 40 polypropylene pipe shall be installed that will incorporate a dip tube from the front of the tank to the sump location. The sump shall have a minimum 3" N.P.T. threaded outlet on the bottom for a drain plug per NFPA. This shall be used as a combination clean-out and drain. All tanks shall have an anti-swirl plate located approximately 3" above the inside floor.

There shall be two (2) standard tank outlets: one for the tank-to-pump suction line, which shall be sized to provide adequate water flow to the pump; and, one for tank fill line, which shall be sized according to the NFPA minimum size chart for booster tanks. All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank, and be capable of withstanding sustained fill rates of up to 1000 G.P.M. All auxiliary outlets and inlets must meet all NFPA guidelines in effect at the time of manufacture.

The UPF Poly-Tank® III shall rest on the body cross members in conjunction with such additional cross members, spaced at a distance that would not allow for more than 530 square inches of unsupported area under the tank floor. In cases where overall height of the tank exceeds 40 inches, cross member spacing must be decreased to allow for not more than 400 square inches of unsupported area.

The tank shall be isolated from the cross members through the use of hard rubber strips with a minimum thickness and width dimension of 1/4" x 1". The rubber must be installed so it will not become dislodged during normal operation of the vehicle. Additionally, the tank must be supported around the entire bottom outside perimeter and captured both in the front and rear as well as side to side to prevent tank from shifting during vehicle operation.

The tank shall be completely removable without disturbing or dismantling the apparatus structure.

The tank shall be tested and certified as to capacity on a calibrated and certified tilting scale. Each tank shall be weighed empty and full to provide precise fluid capacity. The tank shall be delivered with a Certificate of Capacity delineating the weight empty and full and the resultant capacity based on weight. Engineering estimates for capacity calculations shall not be permitted for capacity certification. A center of gravity and weight calculation for both empty and full conditions shall be required with each tank.

The tank shall have a limited Lifetime warranty that provides warranty service for the life of the fire apparatus in which the tank is installed. Warranties are transferable if the apparatus ownership changes by requesting the transfer from UPF. In applications where the tank will be subject to severe conditions, the tank may have a warranty unique to the application that is clearly defined for each such application.

WATER TANK SIZE

The water tank shall have a capacity of 750 U.S. gallons.

BODY SUB-FRAME

The chassis shall be fitted with a sub-frame system. This system will provide additional structural support to the running boards and side compartments. A heavy-duty rear platform shall be constructed of the same material to support the rear compartments and rear step. The entire assembly will be attached to the chassis frame by a series of heavy-duty Huck bolts.

APPARATUS BODY

The body shall be constructed of 3/16" #5052 aluminum sheet and #3003 bright aluminum diamond plate and structural aluminum extrusions. The entire body shall be of the modular aluminum design to allow for proper flexing of the truck chassis. A special insulator material shall be used where aluminum and steel are in contact. The body shall be custom built and engineered for proper load distribution on the chassis. The body compartments shall be designed as separate units using 3003H14 3/16" aluminum plate for the floors. Compartment panels shall be sealed by stitch welding.

The exterior compartment corners shall be formed by an extruded aluminum alloy (6061-T6) frame with a nominal thickness of .188". These extruded sections shall incorporate 1" recessed continuous bottom door seal to allow unobstructed, sweep-out floors in all compartments.

The front, top, and rear surfaces of the body shall be covered with aluminum .125" Treadplate. The compartment tops shall extend downward over the extrusions and form a continuous full-length drip molding.

The apparatus body and pump enclosure shall be separate modules that are not fastened together in any manner. This shall help prevent any cracking of body or pump enclosure. Each compartment shall be properly vented with louvers.

REAR STEP COMPARTMENTATION

A1 - There shall be a compartment provided at the rear step. The compartment shall be approximately 40" wide x 42.5" high x 27.5" deep inside. The compartment shall be provided with a roll-up door.

COMPARTMENTATION LEFT SIDE

- L1- There shall be a compartment ahead of the rear wheels approximately 40" wide x 66" high x 26" deep.
- L2- There shall be a compartment above the rear wheels, approximately 59" wide x 36.5" high x 26" deep.
- L3- There shall be a compartment behind the rear wheels approximately 51.5" wide x 66" high x 26" deep.

COMPARTMENTATION RIGHT SIDE

- R1- There shall be a compartment ahead of the rear wheels approximately 40" wide x 66" high x 26" deep. The upper portion of the compartment shall be 11" deep to accommodate ladder storage.
- R2- There shall be a compartment above the rear wheels approximately 59" wide x 36.5" high x 11" deep.
- R3- There shall be a compartment behind the rear wheels approximately 51.5" wide x 66" high x 26" deep. The upper portion of the compartment shall be 11" deep to accommodate ladder storage.

UPPER BODY COMPARTMENTS - EACH SIDE

Each compartment shall have a lift-up type compartment door hinged on the outboard side. Each door shall be fabricated from 3/16" aluminum tread plate. Each door shall have two (2) pneumatic type cylinders, one (1) at each end, attached to cast aluminum brackets mounted to the interior surface of the door to hold the door in both the opened and closed positions. Each door shall be mounted using 16" long, equally spaced, 14 gauge stainless steel hinges, with 1/4" stainless steel pin. A polyester barrier film gasket shall be placed between stainless steel hinge and the body mounting surface as necessary to prevent corrosion caused by dissimilar metals.

Each compartment door shall overlap a 2" vertical lip on the body roof to prevent entry of moisture and sealed with automotive type rubber molding to provide a weather resistant seal.

Each roof compartment door shall have a chrome 7" handle bolted to center of each door.

COMPARTMENT INTERIOR - L1

The L1 compartment on the left side of the apparatus shall include the following features:

ADJUSTABLE SHELF

There shall be an adjustable shelf provided and installed in the compartment. The shelf shall be fabricated of .188" aluminum plate.

ADJUSTABLE VERTICAL SLIDE-OUT PANEL

There shall be an adjustable vertical slide-out tool board with a 250 lb. capacity supplied and mounted on unistrut tracks. Extra compartment lights shall be provided and located as needed to properly illuminate the compartment.

ADJUSTABLE ROLLOUT DRAWER

There shall be a 250 lb. capacity rollout drawer supplied and installed in a compartment. The drawer shall be approximately 3" deep and shall be mounted on adjustable tracks.

COMPARTMENT MATTING

Turtle Tile interlock matting material shall be provided in the compartment.

COMPARTMENT INTERIOR - L2

The L2 compartment on the left side of the apparatus shall include the following features:

COMPARTMENT MATTING

Turtle Tile interlock matting material shall be provided in the compartment.

COMPARTMENT INTERIOR - L3

The L3 compartment on the left side of the apparatus shall include the following features:

ADJUSTABLE SHELF

There shall be an adjustable shelf provided and installed in the compartment. The shelf shall be fabricated of .188" aluminum plate.

ADJUSTABLE VERTICAL SLIDE-OUT PANEL

There shall be an adjustable vertical slide-out tool board with a 250 lb. capacity supplied and mounted on unistrut tracks. Extra compartment lights shall be provided and located as needed to properly illuminate the compartment.

COMPARTMENT MATTING

Turtle Tile interlock matting material shall be provided in the compartment.

COMPARTMENT INTERIOR - R1

The R1 compartment on the right side of the apparatus shall include the following features:

ADJUSTABLE SHELF

There shall be an adjustable shelf provided and installed in the compartment. The shelf shall be fabricated of .188" aluminum plate.

ADJUSTABLE VERTICAL SLIDE-OUT PANEL

There shall be an adjustable vertical slide-out tool board with a 250 lb. capacity supplied and mounted on unistrut tracks. Extra compartment lights shall be provided and located as needed to properly illuminate the compartment.

ADJUSTABLE ROLLOUT DRAWER

There shall be a 250 lb. capacity rollout drawer supplied and installed in a compartment. The drawer shall be approximately 3" deep and shall be mounted on adjustable tracks.

COMPARTMENT MATTING

Turtle Tile interlock matting material shall be provided in the compartment.

COMPARTMENT INTERIOR - R2

The R2 compartment on the right side of the apparatus shall include the following features:

250# ADJUSTABLE SWING-OUT TOOL BOARD

A swing-out tool board with 250# rating shall be provided and mounted in a compartment. The tool board shall be constructed of a 1" square aluminum tubing framework with a 3/16" aluminum mounting surface on each side. The tool board shall be adjustable within the depth of the compartment. It shall be held in the open position with a pneumatic strut and in the closed position with a positive latching mechanism.

COMPARTMENT MATTING

Turtle Tile interlock matting material shall be provided in the compartment.

COMPARTMENT INTERIOR - R3

The R3 compartment on the right side of the apparatus shall include the following features:

ADJUSTABLE SHELF

There shall be an adjustable shelf provided and installed in the compartment. The shelf shall be fabricated of .188" aluminum plate.

COMPARTMENT DIVIDER

There shall be a vertical divider/partition provided in a compartment as specified. The divider shall be constructed of .188" thick smooth aluminum plate. The top and bottom of the divider shall have a formed flange bolted to the interior of the compartment.

COMPARTMENT MATTING

Turtle Tile interlock matting material shall be provided in the compartment.

COMPARTMENT INTERIOR - A1

The A1 compartment on the rear of the apparatus shall include the following features:

600# SLIDE-MASTER TRAY

There shall be a Slide-Master pullout drawer provided and installed. The drawer shall have a distributed load capacity of 600 lbs. and be capable of extending 100% of its depth. The tray shall be fabricated of .188" aluminum plate and have a formed lip that measures 2".

COMPARTMENT MATTING

Turtle Tile interlock matting material shall be provided in the compartment.

UNISTRUT

Each compartment shall come equipped with 1.625" x .875" x .125" aluminum Unistrut channel. The Unistrut shall be securely fastened to the interior walls of the compartment.

ROLL-UP COMPARTMENT DOORS

Compartment doors shall be equipped with AMDOR™ brand roll-up doors in a satin finish, complete with the following features:

- 1" aluminum double wall slats with continuous ball & socket hinge joint designed to prevent water ingress and weather tight recessed dual durometer seals
- double wall reinforced bottom panel with stainless steel lift bar latching system
- bottom panel flange with cut-outs for ease of access with gloved hands
- reusable slat shoes with positive snap-lock securement
- smooth interior door curtain to prevent equipment hang-ups
- one-piece aluminum door track / side frame
- top gutter with non-marring seal
- non-marring recessed side seals with UV stabilizers to prevent warpage
- dual leg bottom seal, with all wear component material to be Type 6 Nylon

REAR COMPARTMENT DOOR

The rear compartment door shall be equipped with AMDOR brand roll-up door in a satin finish.

PULL CORDS

A 1" wide nylon strap shall be provided to assist in closing the compartment doors. The strap shall be fastened and secured to back of the roll-up door. The strap shall extend from door and be secured to the wall next to the door opening.

ROLL UP DOOR DRIP PAN/SPLASHGUARD

The specified roll-up door(s) shall be equipped with a drip pan with built in splashguard. The drip pan shall attach to the pennant plate with spring pins to allow for easy removal and cleaning. The construction of the pan shall be of a corrosion resistant material. The drip pan shall have a drainage tube that shall route water that collects inside the pan to the exterior of the compartment.

COMPARTMENT INTERIOR FINISH

The interior non-painted surface of the compartments shall have a smooth, natural finish.

DOOR LOCKS

The compartment doors shall be equipped with locks. *The locks shall all be keyed alike.*

COMPARTMENT LIGHTING

Each compartment shall be equipped with two (2) white Tecniq E44 LED light strips which shall provide a consistent pattern to illuminate to entire compartment.

COMPARTMENT DOOR LOCKS KEYED ALIKE

All compartment doors to be keyed alike, same as cab doors. Key choice to be discussed at precon. *Reference HS5451*

ELECTRONIC BODY DOOR LOCKS

Electronic body door locks to be provided & tied into cab door lock system.

HOSE BED

The hose bed shall be provided with aluminum slatted flooring radiused at the edges to prevent hose damage from sharp edges. Each hose bed floor section shall be removable for easy access to the water tank. The hose bed shall be capable of holding the following minimum loads:

1000' 4" SJ

X2 400' 2.5" DJ

X2 Highrise Bundles & Gazner Packs in a drawer or compartment above compartment A-1. Customer to supply dimensions needed to fit these items. Discuss further at precon.

HOSE BED COVER

An aluminum two-piece, hinged hose bed cover constructed of .125" aluminum diamond plate and square aluminum extrusion shall be provided for the main hose bed.

HOSEBED SUPPORT

The hosebed cover shall be supported by a 3/16" aluminum partition from the front to the rear of the hose bed. The divider shall be located in the middle of the hosebed to support the entire hosebed cover.

REAR HOSE BED COVER

A vinyl flap shall be provided and installed on the rear of the hose bed to prevent the hose from unintentional deployment. The vinyl flap shall be secured, and fastened to the rear of the hose bed.

COVER FASTENERS

The hose bed cover shall be secured with airplane seatbelt style latches.

HOSE BED DIVIDERS

The hose bed shall be divided by two (2) 3/16" aluminum partitions that are fully adjustable by sliding in tracks located at the front and rear of the hose bed. The dividers shall be located as needed.

SIDE HOSEBED LIGHTING

TecNiq E44 LED light strips shall be provided on the interior hosebed walls, one each side.

BODY HANDRAILS

Handrails shall be constructed of type 304 stainless steel 1.25 inch diameter tubing with bright finish and knurled gripping surface. Mounting flanges shall be constructed from 7 gauge, .180 thick, stainless sheet.

Each grab rail shall have 90 degree returns to flanges. The ends of grab rail shall pass through the flanges and be welded to form one structural unit. The handrails, shall be mounted using 1.25" SS Hex bolts, with a barrier rubber gasket at each flange. Sufficient space shall allow for a gloved hand to firmly grip the rail. The rails shall be located in the following areas:

(Note: These are in addition to those previously mentioned in the cab section):

There shall be one (1) vertical handrail at rear of the body one each side of the rear compartment.

There shall be two (2) handrails mounted horizontally, above the pump panel, one (1) on each side as large as possible.

FRONT BODY STEPS

There shall be up to three (3) Innovative Control fold-down steps with integrated step lights mounted on each side of the front face of body to provide access to the top of the pump module and dunnage area.

The quantity and location of steps and handrails shall meet the Current NFPA 1901 pamphlet in effect at the time the apparatus is ordered.

REAR STEPS

The rear of the body shall be equipped with up to six (6) fixed Innovative Control fold-down steps with integrated step lights mounted on each side of the front face of body to provide access to the rear hosebed area.

The quantity and location of steps and handrails shall meet the Current NFPA 1901 pamphlet in effect at the time the apparatus is ordered.

RUB RAILS

The body shall be equipped with anodized aluminum channel style rub rails at the sides. Rub rails shall be spaced away from the body by 1/2" polymer spacers. The rub rails shall be polished to a bright finish.

ALUMINUM TREADPLATE

All load bearing aluminum treadplate running boards shall be .155 thick bright-annealed finish. Running boards and rear step edges shall be flanged down for added strength. Running boards shall also be flanged up to form kick plates. All non-load bearing aluminum shall be .125" thick bright annealed finish. In areas where aluminum treadplate shall function as a load-bearing surface, there shall be a heavy steel substructure. This structure shall consist of 3" channel and 1-1/2" angle welded support. This shall assure that there shall be no flexing or cracking of running boards. The aluminum shall be insulated from the steel by closed cell foam body barrier material.

Treadplate locations:

1. Skirting around front bumper.
2. The step at the cab entrance.
3. The jump seat steps.
4. The body header.
5. The running boards.
6. The rear step.
7. The top of the compartments.
8. The rear of the apparatus.

REAR STEP CORNERS

The rear step/tailboard corners shall be fully mitered starting from the body on each side of the rear step, and taper inward at a 45 degree angle to the rear edge.

FLIP UP TAILBOARD

ILOS, Tailboard shall be a 14" flip-up style with 45 degree corners and notched if needed to not block rear tailights when up and secured. Grip Strut preferred. **Discuss further at precon.**

CASCADE PRODUCTS I-ZONE HOSE HOOKS

Two (2) Cascade Products i-Zone hose hooks, SKU 14300 will be provided and mounted on rear of body. Exact location tbd precon. Approximate location, chest high outboard.

AIR BOTTLE COMPARTMENTS

There shall be four (4) spare breathing air cylinder compartments recessed in the rear fender wells, two (2) left and two (2) right. Two of the compartments shall be capable of holding one bottle and two compartments shall be capable of holding three bottles, for a combined total capacity of eight (8) SCBA bottles. The interior compartment shall be constructed of a high-density polyethylene plastic.

DOOR FINISH

The single or double SCBA compartments shall have a brushed stainless door equipped with a weather resistant flush fitting thumb latch. The interior of the door shall incorporate a rubber seal to keep the compartment free of road debris and moisture.

DOOR FINISH

The triple capacity SCBA compartments shall have a diamondplate door equipped with a weather resistant flush fitting thumb latch. The interior of the door shall incorporate a rubber seal to keep the compartment free of road debris and moisture.

RUB RAIL REFLECTIVE STRIPING

WITHIN THE RUB RAIL, REFLECTIVE STRIPING ARROW TAPE WILL BE INSTALLED, WITH ARROWS POINTING TO FRONT OF TRUCK, FOR PASSIVE TRAFFIC SAFETY ASSISTANCE. *Reference HS-3274 REFURB.*

FENDER PANELS

The rear side fenders shall be removable aluminum treadplate panels. The wheel liners shall be constructed of pre-formed material to provide a maintenance free, damage resistant surface.

ILOS, DUO SAFETY GROUND LADDERS W/Shoes

Duo safety ground ladders all with shoes:

900A 24' 2 section

775A 14' roof

10' folding attic ladder

LADDER CHUTE

The ground ladders shall be mounted behind the right upper compartments in an area accessible from the rear of the apparatus. The ladders shall be individually located in holders lined with anti-wear strips. There shall also be storage for a 2" backboard and two (2) pike poles in the ladder chute compartment.

An aluminum diamond plate door shall enclose the ladders at the rear.

LICENSE PLATE BRACKET

A Cast Products LP0013 cast aluminum license plate bracket with LED light shall be provided at the rear of the apparatus.

BODY ELECTRIC SYSTEM

All body electrical wiring in the chassis will be XLP cross link-insulated type. Wiring is to be color-coded and include function codes every three (3) inches. Wiring harnesses will be routed in protective, heat resistant loom, securely and neatly installed. Two power distribution centers will be provided in central locations for greater accessibility. The power distribution centers contain automatic thermal self-resetting breakers, power control relays, flashers, diode modules, daytime driving light module, and engine and transmission data links. All breakers and relays are utilized in circuits which amp loads are substantially lower than the respective component rating thus ensuring long component life. Power distribution centers will be composed of a system of interlocking plastic modules for ease in custom construction. The power distribution centers are function oriented. The first is to control major truck function and the second controls overhead switching and interior operations. Each module is single function coded and labeled to aid in troubleshooting. The centers also have accessory breakers and relays for future installations. All harnesses and power distribution centers will be electrically tested prior to installation to ensure the highest system reliability.

All external harness interfaces will be of a triple seal type connection to ensure a proper connection. The cab/chassis and the chassis/body connection points will be mounted in accessible locations. Complete chassis wiring schematics will be supplied with the apparatus.

The wiring harness contained on the chassis shall be designed to utilize wires of stranded copper or copper alloy of a gauge rated to carry 125% of maximum current for which the circuit is protected without exceeding 10% voltage drop across the circuit. The wiring shall be uniquely identified by color code or circuit function code, labeled at a minimum of every three (3) inches. The identification of the wiring shall be referenced on a wiring diagram. All wires conform to SAEJ1127 (Battery Cable), SAEJ1128 (Low Tension Primary Cable), SAEJ1560 (Low Tension Thin Wall Primary Cable).

All harnesses shall be covered with moisture resistant loom with a minimum rating of 300 Degrees Fahrenheit and a flammability rating of VW-1 as defined in UL62. The covering of jacketed cable has a minimum rating of 289 degree Fahrenheit.

All harnesses are securely installed in areas protected against heat, liquid contaminants and damage. The harness connections and terminations use a method that provides a positive mechanical and electrical connection and are in accordance to the device manufacturer's instructions. No connections within the harness utilize wire nut, insulation displacement, or insulation piercing.

All circuits conform to SAE1292. All circuits are provided with low voltage over current protective devices. These devices are readily accessible and protected against heat in excess of component rating, mechanical damage, and water spray. Star washers are not used for ground connections.

BACK-UP ALARM

An Ecco model SA917 automatic self-adjusting electronic back-up alarm producing 87-112 db shall be installed at the rear between the frame rails. It shall operate whenever the transmission's reverse gear is selected.

STOP/TAIL/TURN/REVERSE LIGHTS

The rear stop/tail/turn/reverse lights shall be Whelen 600 series lights installed in quad housings one (1) each side on the rear of the apparatus body. The stop/tail lights shall be LED model 60BTT located in the top position of the housing. The amber arrow turn signals shall be LED model 60A00TAR located below the stop/tail lights. The reverse lights shall be LED model 60C00WCR (maximum intensity) located below the turn signals. The bottom position of the housing shall accommodate a Whelen 600 series warning light.

LED ICC/MARKER LIGHTS

LED type ICC/DOT marker lights shall be provided to meet D.O.T. requirements. They will be integrated on the FireTec 3 piece brow light.

STEP LIGHTS

The pump module running board area shall be illuminated by Whelen 2G 4" diameter LED lights mounted one each side on the front of the body in chrome flanges.

LED strip lighting or individually mounted lights shall be provided at the rear of the body to illuminate all stepping surfaces based on the body style.

GROUND LIGHTING

The apparatus shall be equipped with lighting capable of illumination to meet NFPA requirements. Lighting shall be provided at areas under the driver and crew riding area exits and shall be automatically activated when the exit doors are opened. The ground lights shall be Truck-lite® model #44042C LED. Lighting required in other areas such as work areas, steps and walkways shall be activated when the parking brake is applied, provided the ICC lights are on.

REAR WORK LIGHTS

Two (2) FireTech WL-2000-F-B LED flood lights shall be provided. One (1) shall be mounted on each side on the upper rear of the apparatus body. The lights shall be activated by a switch inside the cab near the driver.

OPTICAL WARNING SYSTEM

The optical warning system shall be capable of two separate signaling modes during emergency operations. One mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is calling for the right-of-way and the other mode shall signal that the apparatus is stopped and is blocking the right-of-way.

A momentary rocker switch shall be provided near the driver and labeled Master Emergency to energize all of the optical warning devices provided. A secondary momentary rocker switch shall be provided near the officer. All lights shall operate at not less than the minimum flash rate per minute as specified by NFPA.

UPPER LEVEL WARNING DEVICES

The upper level shall be divided into zones A (front), B (officer's side), C (rear) and D (driver's side).

Zone A (front) shall have one (1) Whelen Freedom IV 72" Model F4N7QLED light bar, with twelve (12) LED modules. The light bar shall have two (2) end red LED modules, two (2) corner red LED modules, six (6) forward-facing red LED modules and two (2) forward-facing white LED modules. The light bar shall have all clear outer lenses. The light bar shall be installed on the cab roof as far forward as possible with two (2) MK8H 5" cast aluminum risers.

OPTICOM

A Global Traffic Technologies 795H LED opticom emitter shall be provided in the light bar. The opticom shall be wired to a switch near the driver.

Zone B (officer's side) shall be covered by the module from the light bar and the side-facing warning light.

Zone C (rear) shall have four (4) Whelen 900 series model 90**5F*R LED warning lights installed on the upper rear of the apparatus. The lights shall be installed one (1) each side on the upper rear surface of the body (rear-facing) and one (1) each side on the driver and officer sides of the body in the upper rear corners (side-facing).

Zone D (driver's side) shall be covered by the module from the light bar and the side-facing warning light.

LOWER LEVEL WARNING DEVICES

The lower level shall be divided into zones A (front), B (officer's side), C (rear) and D (driver's side).

Zone A (front) shall have four (4) Whelen 600 series model 60*02F*R Super LED warning lights.

The lights shall be installed two (2) each side on the front of the cab in the warning light housings.

Zone B (officer's side) shall have two (2) Whelen 600 series model 60*02F*R Super LED warning lights and one (1) Whelen ION T-Series TLI* Super LED warning light.

The lights shall be installed one (1) near the front corner of the apparatus, one (1) near the rear axle, and one (1) near the rear corner of the apparatus.

Zone C (rear) shall have two (2) Whelen 600 series model 60*02F*R Super LED warning lights installed one (1) each side on the lower rear of the apparatus.

Zone D (driver's side) shall have two (2) Whelen 600 series model 60*02F*R Super LED warning lights and one (1) Whelen ION T-Series TLI* Super LED warning light.

The lights shall be installed one (1) near the front corner of the apparatus, one (1) near the rear axle, and one (1) near the rear corner of the apparatus.

ADDITIONAL WARNING LIGHTS

There shall be two (2) additional Whelen 900 series model 90**5F*R LED warning lights installed on the apparatus.

TRAFFIC ADVISOR

One (1) Whelen TAL65 36" LED traffic advisor shall be installed at the rear of the apparatus. The advisor shall have six (6) amber LED light heads. A diamond plate lip shall be installed above the traffic advisor to protect it from hose couplings. The TACTL5 control head shall be mounted in a location specified by the fire department.

SURFACE MOUNTED LED SCENE LIGHT

One (1) Fire Research Spectra SPA260-Q20 surface mounted LED scene light shall be provided. The lamp head shall operate at 12 volts DC, draw 14 amps, and generate 20,000 lumens of light. The light shall be mounted at a fire department specified location and shall be controlled from a switch in the cab.

SURFACE MOUNTED LED SCENE LIGHT

One (1) Fire Research Spectra SPA900-Q70 surface mounted LED scene light shall be provided. The lamp head shall operate at 12 volts DC, draw 6 amps, and generate 7,000 lumens of light. The light shall be mounted at a fire department specified location and shall be controlled from a switch in the cab.

BROW MOUNTED LED SCENE LIGHT

One (1) FireTech 72" 3-piece FT-B-72-ML-3PKIT-* brow mounted LED scene lights shall be provided. The lamp head shall operate at 12 volts DC, draw 23.8 amps, and generate over 30,000 lumens of light. The light shall be mounted at the front brow of the cab and shall be controlled from a switch in the cab. All custom mounting brackets shall be supplied by OEM. DOT/ICC running lights will be incorporated on this light.

SCENE LIGHTS

Two (2) FireTech FT-MB-2.15-CPREC 12V LED scene lights shall be provided and installed, one each side of cab at raised roof. The lights shall have flood optics and shall be wired to left and right switches above the driver.

ADDITIONAL 3-WAY SWITCH

An additional 3-way switch shall be provided per the customer's location.

CORROSION REDUCTION POLICY

It is understood that fire apparatus will operate in harsh environments. The Sutphen Corporation has in place a formal corrosion reduction program and detailed assembly procedures, designed for reducing and eliminating the possibility of corrosion. A formal program following the processes as set forth in ASTM B117, and is described below.

Frame Rails

The chassis frame rails shall be coated with a high performance, two component, reinforced inorganic zinc rich primer with a proven cathodic protection makeup preferably Cathacoat 302HB. The surface shall be clean and free of all salts, chalk and oils prior to application. Where the primer has been broken during the frame assembly process the area shall be touched up to reestablish the seal. Prior to finish paint a second primer

Devran 201 shall be applied. Once the assembly of the frame is complete and the second primer is applied the entire assembly shall be covered with high quality top coat paint preferably Imron 5000 or equal.

Electro Plating

Steel and Iron brackets such as the pump module bracket shall be Zinc or cadmium plated to protect against corrosion. Plating shall be in accordance with ASTM B663.

Fasteners

In any area that a stainless steel screw or bolt head is to come in contact with aluminum or steel, painted or non-painted, the fastener shall have the underside of the head pre-coated with nylon. The nylon coating shall act as a barrier between the fastener head and the metal or painted surface.

Screw or bolt taped into the metal shall be pre-coated with a Threadlocker type material pre-applied on the threads.

When bolting together stainless steel the pan-head bolts with nylon coating under the head, a stainless washer with a rubber backing, and a Stover flange nut to secure the bolt, shall be utilized.

When mounting aluminum components such as a step to the apparatus body, stainless steel washers with rubber backing shall be used. All mounted components shall utilize barrier material between the two surfaces.

All rivet or huck type fasteners shall be of the same material being secured.

Whenever possible, holes shall be pre-drilled and taped when mounting components such as lights, steps, and hand rails prior to the paint process to reduce the corrosion opportunity. If a hole must be drilled into a previously painted surface, the paint barrier around the hole shall be re-established and a flange-type nutsert with a gasket under the flange shall be used.

When possible, the use of stainless trim screws shall be minimized. Structural tape and or adhesive shall be used where possible for mounting trim to the body or cab.

If a pre-treated screw or bolt is not available, hand applied Dynatex Boltlocker or Theadlocker shall be placed on the threads of the screw, bolt or nutsert. This will help seal threads from moisture and help prevent the fasteners from loosening. If lubricant is used when tapping the hole, the hole will be cleaned of lubricant and the shavings before applying.

Barrier Tape

Barrier tape shall be used on the backsides of all lights, trim pieces, or other components when bolting them to the apparatus; also when attaching stainless steel over an aluminum surface or when attaching aluminum treadplate to the stainless steel. All instances of dis-similar metals contacting each other require the addition of barrier tape between the metals where contact is made.

Before applying the tape, all metal surfaces shall be clean from oil or dirt with a 50/50 mix of alcohol and water or a similar solvent.

Gaskets

Gaskets shall be used under all snaps, loops and fasteners for such items as for hose bed covers. The paint seal shall be re-established around the mounting hole edges after drilling.

Rollup Doors

1 3/4" X 1/16" barrier tape shall be used on the frame opening to act as barrier between the aluminum door rail and the painted door opening surface.

Hinged Doors

Barrier tape shall be applied to the painted surface of the body and on the painted hinge side of the door.

Painting Steel

Steel shall be wiped of any oil residue, rust, and weld slag or smoke shall be removed. All surfaces shall be cleaned with solvent, primed, and then sprayed with a topcoat. After bolts are tightened to the proper torque, bolts shall be touched up with primer or cold galvanizing coating.

Mounting Emergency Lights and Options

All emergency lights, accessory mountings, Kussmaul covers, and 110 outlet boxes mounted to the body should be mounted with pre-coated Threadlocker and nylon under the head screws or bolts to minimize corrosion between dissimilar metals.

Electrical Grounding

Grounding straps shall be installed consisting of a minimum 2-gauge strap bolted to the chassis frame.

- A ground cable from the cab to the right side frame rail
- From the alternator to the right side frame rail
- From the pump module frame to the right side truck frame.
- Aerials: from the hydraulic and pump module framework.
- From the pump mount to the truck frame rail.
- From the body module to the right side truck frame.

Proper grounding will help eliminate grounding problems, and will reduce the possibility for electrolysis and corrosion to occur, as a result of impressed current be presented to the chassis. All electrical connection points shall be sprayed with electrical sealer as necessary.

SALT SPRAY TESTING

All fasteners and coatings have been chosen after extensive salt spray testing. Salt spray tests are used to confirm the relative resistance to corrosion of coated and uncoated metallic specimens, when exposed to a salt spray climate at an elevated temperature. Test specimens are placed in an enclosed chamber and exposed to a continuous indirect spray of neutral (pH 6.5 to 7.2) salt water solution, which falls-out on to the specimens at a rate of 1.0 to 2.0 ml/80cm²/hour, in a chamber temperature of +35C., steady state condition.

Method

Salt fog testing is performed by placing samples in a test cabinet that has been designed in accordance with Paragraph 4 (Apparatus) of ASTM B117 and operated in accordance with Paragraph 10 (Conditions) of ASTM B117.

A 5% salt solution, prepared by dissolving sodium chloride into water that meets the requirements of ASTM D1193 Specification for Reagent Water, Type IV is supplied to the chamber. At the time the samples are placed into test, the cabinet is pre-conditioned to the operating temperature of 35°C and fogging a 5% salt solution at the specified rate.

Orientation

The samples are placed at a 15-30 degree angle from vertical or tested in the "installed" position. This orientation allows the condensation to run down the specimens and minimizes condensation pooling. An important aspect of the test is the utilization of a free-falling mist, which uniformly settles on the test samples. This simulates a "real world" condition.

Test durations

Test durations are 500 hours, and the test cabinet will remain closed for the duration of the test.

PAINTING

All exposed metal surfaces not chrome plated, polished stainless steel or bright aluminum tread plate shall be thoroughly cleaned and prepared for painting. All irregularities in painted surfaces shall be rubbed down and all seams shall be caulked before the application of the finish coat.

All removable items such as brackets, compartment doors, door hinges, trim, etc. shall be removed and painted separately to insure finish paint behind all mounted items. Body assemblies that cannot be finish painted after assembly shall be finish painted before assembly. Both aluminum and steel surfaces to be painted shall be primed with a two (2)-component primer which is compatible with the finish coat. The apparatus shall be finish painted with a polyurethane base/clear system. "No Exception"

A barrier gasket/washer of "High Density Closed Cell Urethane Foam" shall be used behind all lights, handrails, door hardware and any miscellaneous items such as stainless steel snaps, hooks, washers and acorn nuts. The gaskets/washers shall be coated with pressure sensitive acrylic adhesive. All screws used to penetrate painted surfaces shall be pre-treated/coated under the head with nylon and the threads shall have pre-coat #80. This procedure shall be strictly adhered to for corrosion prevention and damage to the finish painted surfaces.

The following paint process shall be utilized:

Surface Preparation:

1. Wash surface thoroughly with mild detergent.
2. Clean and de-grease with Prep-Sol 3812S.
3. Sand and feather edge using 400 grit or finer on a dual action sander.
4. Remove sanding dust with a cleaner compatible with polyurethane base coat/clear coat final finish.

Substrate treatment:

1. Use a Metal Conditioner followed with a Conversion Coating product.

Priming:

1. Use a priming 615S pretreatment.

2. Use a self etching primer applied to achieve a 1.5 mil dft minimum.
3. Use Prime N Seal sealer compatible with polyurethane base coat.

Color Coat:

1. Apply polyurethane base coat 1-2 mil dft minimum.

Clear coat:

1. Apply polyurethane clear coat 2 mil dft minimum.

SINGLE TONE PAINT

A single paint color shall be provided for the apparatus. *Reference HS-5451 for color & layout.*

PAINTED FRAME

The frame rails and body rear drop shall be painted glossy black.

TEXTURED FRAME RAIL COATING

The area of the frame rails where the pump module shall be located. Shall be applied with a textured coating that matches the frame rail color.

AIR CONDITIONING CONDENSER

The air conditioning condenser shall be painted to match the cab roof.

EMBLEM

The fire department emblems shall be provided on the cab doors in 22KT Gold laminate.

STRIPING

A 6" Scotchlite stripe shall be provided across the front of the cab and along each side of the apparatus.

An additional 1" Scotchlite stripe shall be provided.

CHEVRON STRIPING, REAR BODY OUTBOARD, ORAFOL REFLEXITE

The apparatus shall have 6" red and yellow reflective Orafol Reflexite Chevron style striping affixed to the outboard rear body panels. The striping will be set in a manner to have the effect of an inverted "V" shape. The stripe will travel low to high from the outside to the inside.

MISCELLANEOUS EQUIPMENT FURNISHED

1 pt. touch-up paint

A bag of stainless steel nuts and bolts, as used in the construction of the apparatus.

WHEEL CHOCKS

Two (2) Ziamatic #SAC-44 folding wheel chocks with SQCH-44H holders shall be provided. The wheel chocks shall be located in an area close to the rear axles easily accessible from the side of the apparatus.

CONTINGENCY FUND

An allowance of 10 (ten) percent of the purchase price will be included in the proposal price. This is to be used for additional options, equipment, errors or omissions throughout the apparatus committee specification process. Any or all remaining contingency funds will be credited back to the customer.

OPERATION AND SERVICE MANUALS

Complete "Operation and Service" manuals shall be supplied with the completed apparatus, one (1) printed copy and one (1) USB flash drive. Service manual instructions shall include service, maintenance and troubleshooting for major and minor components of the truck. The apparatus manufacturer shall supply part numbers for major components (i.e. Engine, Axles, Transmission, Pump, etc.). A table of contents, hydraulic, air brake and overall apparatus wiring schematics shall be included.

A video demonstration DVD on the operation of the truck shall be supplied with the manuals.

WARRANTIES

The following warranties shall be supplied:

1. The apparatus shall be warranted to be free from mechanical defects in workmanship for a period of one (1) year. The apparatus shall be covered for parts and labor costs associated with repairs for a period one (1) year.
2. Life-time warranty on the frame
3. Ten (10) year warranty on paint
4. Ten (10) body structural warranty
5. Ten (10) year cab structural warranty

6. Manufacturers Warranties for all major components

Detailed warranty documents shall be included for complete coverage on each of these warranties.

MANUFACTURING & LOCATIONS

The apparatus will be manufactured in facilities wholly owned and operated by the company. A complete stock of service parts, and service shall be provided on a 24 hours around the clock basis. The company shall maintain parts and service for a minimum period of twenty (20) years on each apparatus model manufactured.

CITY COUNCIL STAFF REPORT

Consent Item No. 9

December 1, 2021

File No. 0600-10

SUBJECT: Joint-Use Parking Agreement with Classical Academy for Use of Parking Spaces in a City-Owned Parking Lot on the South Side of Woodward Avenue, located at 251 Woodward Avenue (PL21-0026)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-186, authorizing the Director of Community Development to execute a Joint-Use Parking Agreement with Classical Academy for the use of up to 33 parking spaces in the City-owned Woodward Avenue parking lot.

FISCAL ANALYSIS:

There will be no fiscal impact to the City of Escondido.

PREVIOUS ACTION:

Multiple Conditional Use Permits have been approved for The Classical Academy beginning in 2000. On April 27, 2021, the Zoning Administrator approved the latest Minor Conditional Use Permit for the expansion of the middle school at 144 Woodward Avenue (across Woodward Avenue from the City-owned parking lot). On October 12, 2021, the Planning Commission recommended City Council approve the Joint-Use parking agreement

BACKGROUND:

The Classical Academy operates multiple charter schools across northern San Diego County, serving grade levels from transitional kindergarten through high school. The organization first established a presence on Woodward Avenue in 2000, under Conditional Use Permit (CUP) Case No. 99-54. This original CUP authorized an elementary and middle school within a portion of the former North County Church of Christ building at 130 Woodward Ave. Over the years, the CUP has been modified six times, with changes to the grades served, buildings occupied, and the maximum enrollment permitted.

Prior to this school year, The Classical Academy middle school occupied several buildings, including a portion of the building located at 235 W. Washington Avenue. On April 27, 2021, the Zoning Administrator approved a request for a CUP modification (Case No. PL21-0026) to convert the remainder of that building into additional classroom and office space for Classical Academy.

Classical Academy Shared Parking Agreement (PL21-0026)
December 1, 2021
Page 2

As a result of the expansion of the campus and the increased attendance, 33 additional parking spaces are required for the facility. To address this, a condition of approval was included with the project to provide off-site parking through one of two options:

Option One: Require the middle school staff to use a parking lot approximately a 1/4 of a mile to the east, at the northwest corner of Waverly Place and East Pennsylvania Avenue. This lot is one of multiple lots already owned and used by The Classical Academy for their other facilities in the vicinity. There is currently a parking surplus in that lot.

Option Two: Require the Classical Academy to enter into a shared parking agreement with the City of Escondido for use of the City-owned parking lot on the south side of Woodward Avenue (directly across the street from the subject property). There is sufficient parking within the City-owned lot to provide for the required 33 parking spaces.

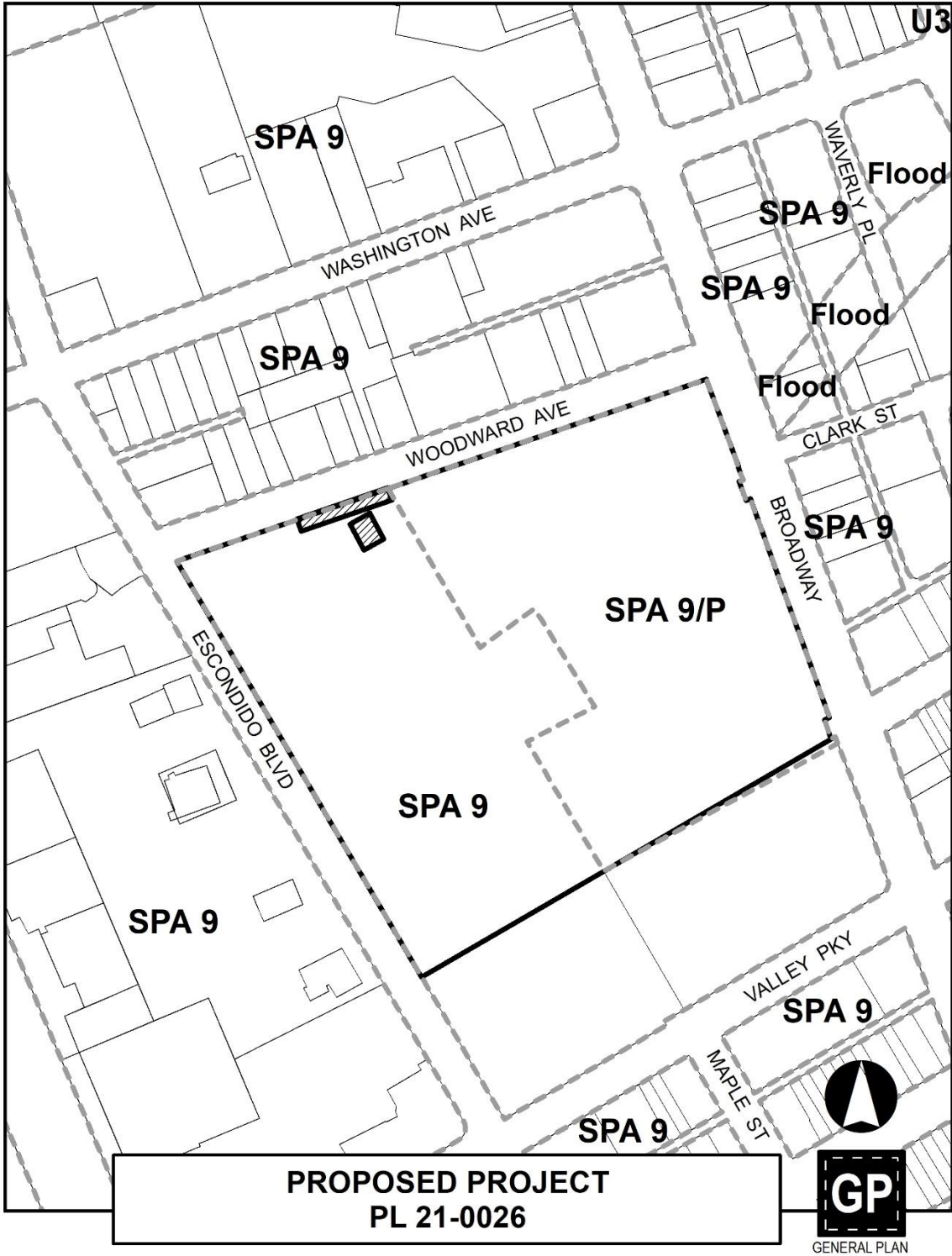
The applicant is requesting to utilize the City's Woodward Avenue parking lot to satisfy the condition of approval described above.

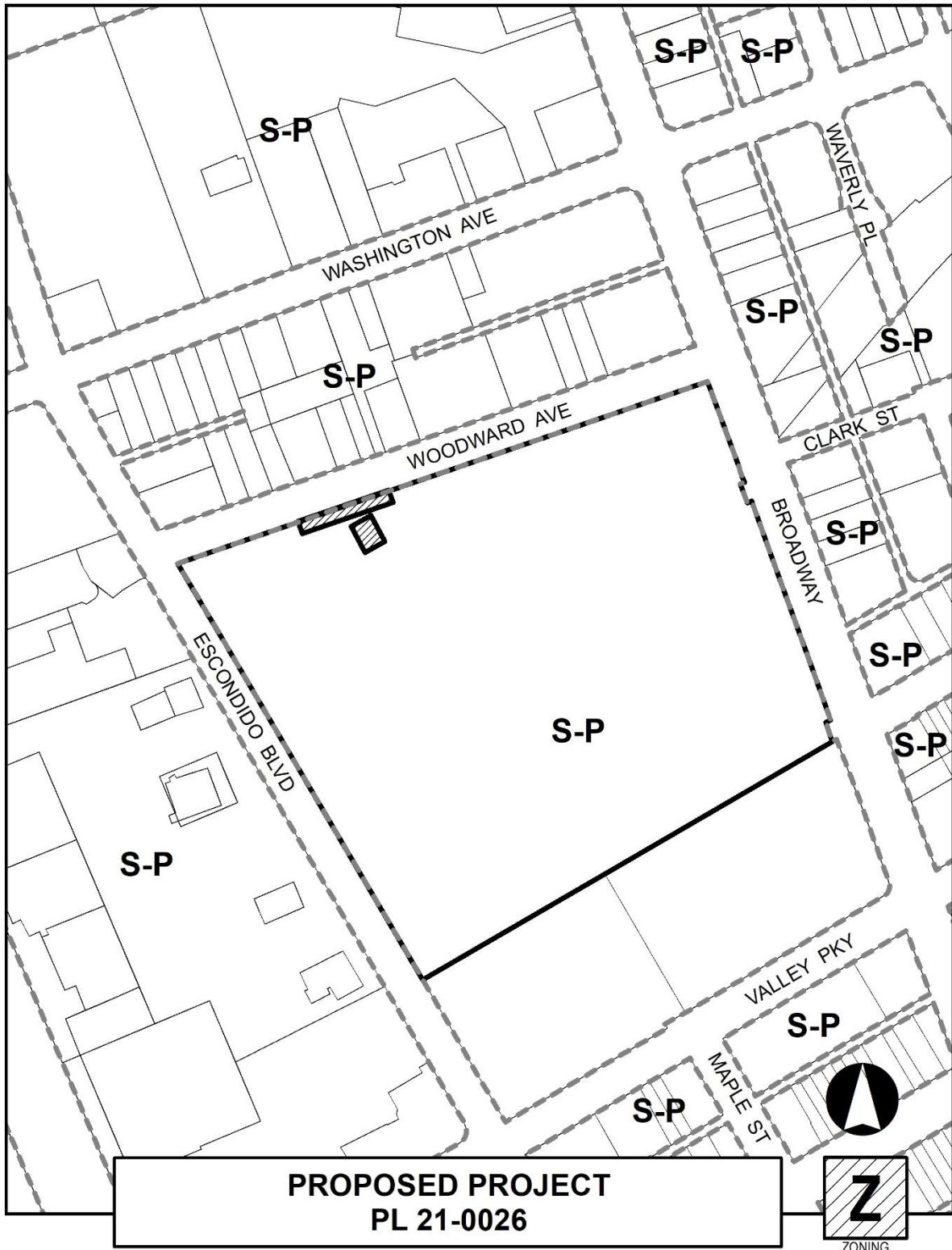
APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:
Adam Finestone, Interim Director of Community Development
11/24/21 8:47 a.m.

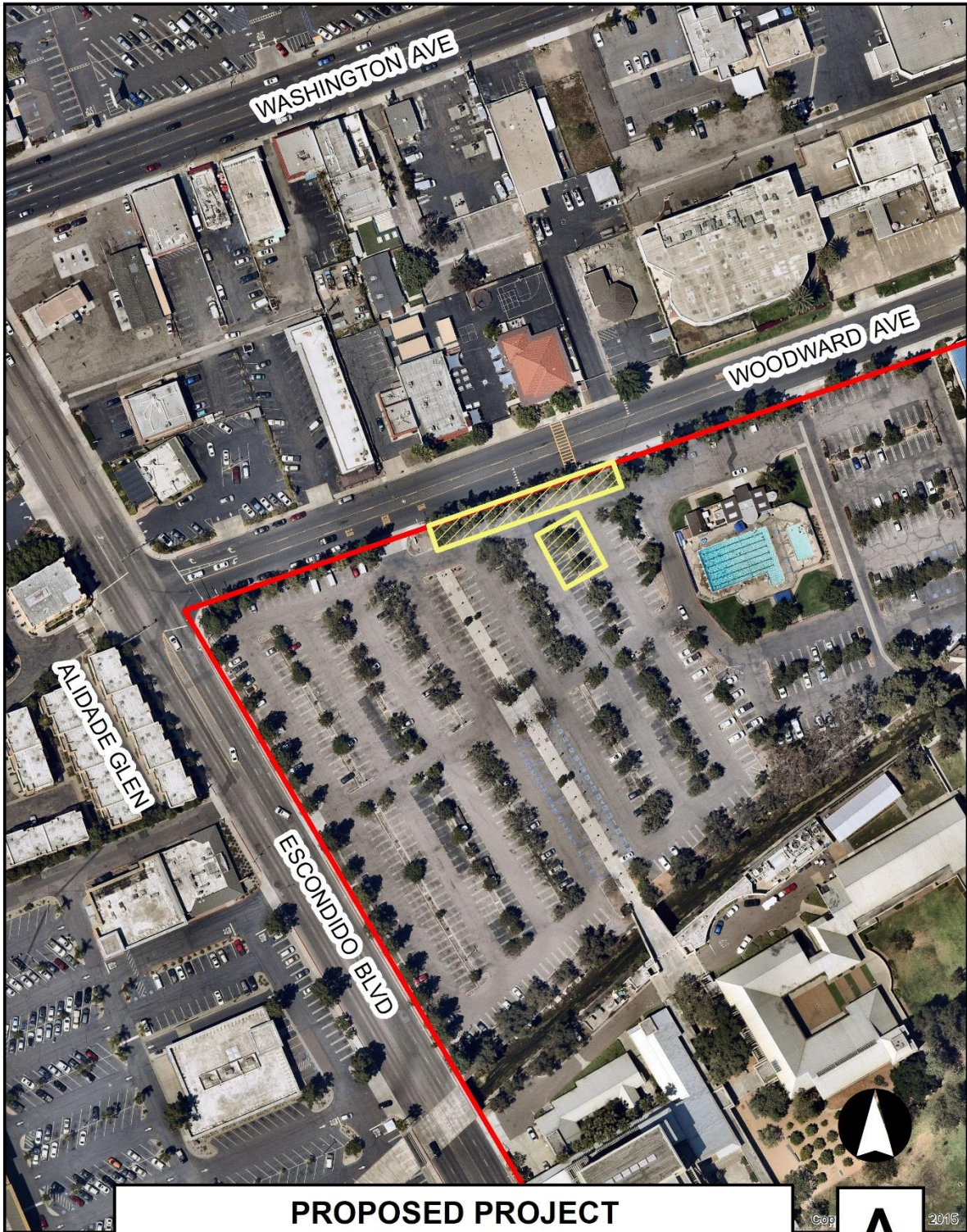
ATTACHMENTS:

1. Attachment "1" Location and General Plan Map
2. Resolution No. 2021-186
3. Resolution No. 2021-186 – Exhibit "A"
4. Resolution No. 2021-186 – Exhibit "B"
5. Resolution No. 2021-186 – Exhibit "C"
6. Resolution No. 2021-186 – Exhibit "D"

ATTACHMENT "1"





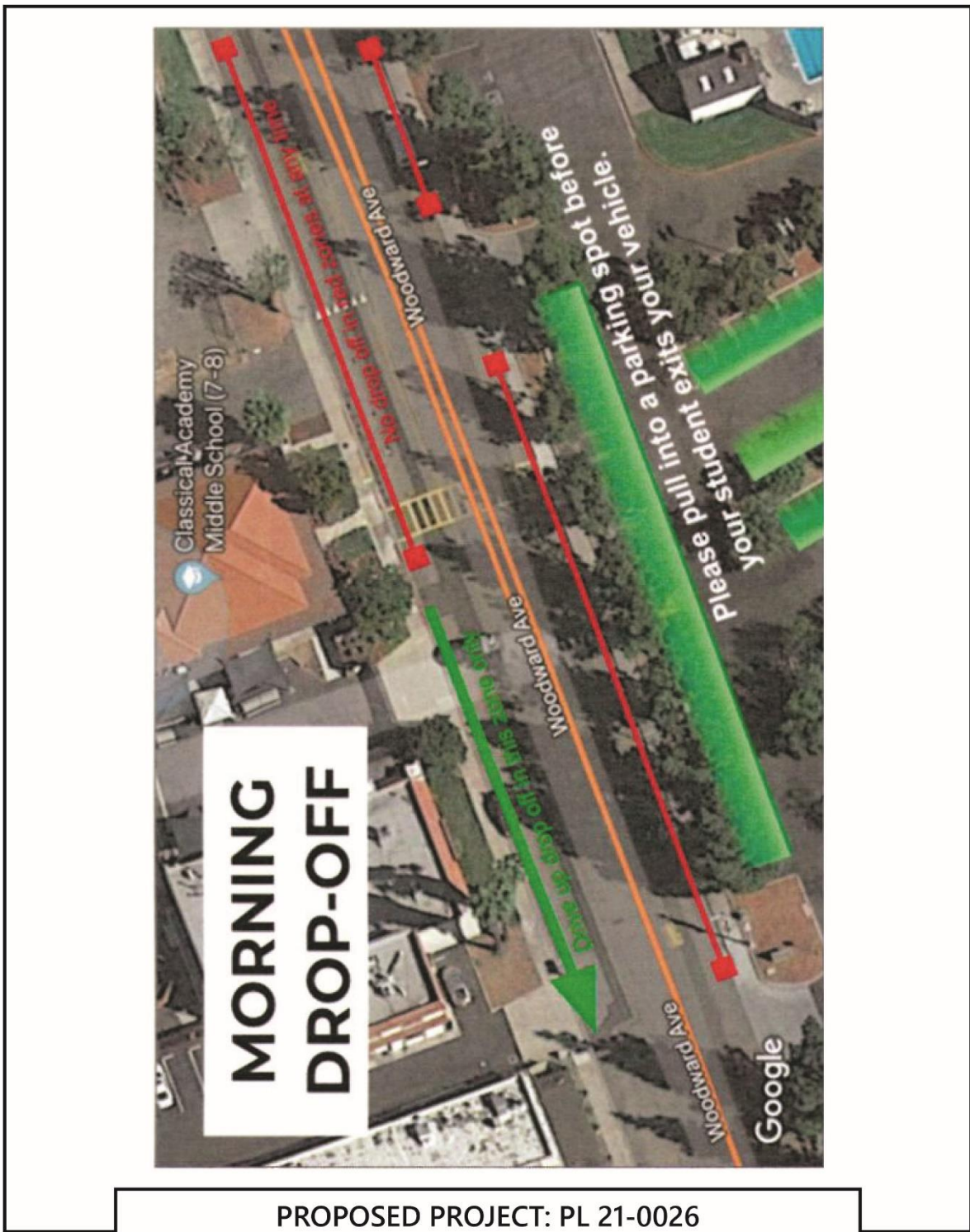


PROPOSED PROJECT
PL 21-0026

Copyright © 2016
A

AERIAL





PROPOSED PROJECT: PL 21-0026
MORNING DROP-OFF AREAS





**PROPOSED PROJECT
PL 21-0026**



Map Aerial 2015
A
AERIAL

RESOLUTION NO. 2021-186

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A JOINT USE PARKING
AGREEMENT BETWEEN THE CLASSICAL
ACADEMIES AND THE CITY OF
ESCONDIDO.

Applicant: Partnering with Parents, LLC (The Classical
Academies)

Planning Case Nos. PL 21-0026

WHEREAS, Partnering with Parents, LLC (The Classical Academies) (“Applicant”), filed a land use development application (Planning No. PI 21-0026) constituting a request for a minor Conditional Use Permit (“CUP”) for the expansion of an existing middle school located at 235 W. Washington Avenue, 237 W. Washington Avenue, 144 Woodward Avenue, and 146 Woodward Avenue (“Project”), more particularly described in Exhibit “A,” attached to this Resolution and incorporated herein by this reference as though fully set forth; and

WHEREAS, off-site joint use parking is permitted within the Downtown Specific Plan, subject to the approval of an off-site Joint Use Parking Agreement (“Agreement”) by the City Council; and

WHEREAS, on April 27, 2021, the Zoning Administrator approved the Project at a duly noticed public hearing; and

WHEREAS, as a condition of approval of the CUP, the applicant was given the option to enter into an Agreement to use 33 parking spaces in a parking lot owned by the City of Escondido (“City”) located at 251 Woodward Avenue for staff parking and off-street student drop-off and pick-up zone, more particularly described in Exhibit “A,” which is attached hereto and made a part hereof by this reference as though fully set forth herein (“Property”); and

WHEREAS, the request to enter into the Agreement was submitted to, and processed by, the Planning Division of the Community Development Department in accordance with the rules and regulations of the Escondido Zoning Code and the Downtown Specific Plan, and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) (“CEQA”); and

WHEREAS, the Planning Division of the Community Development Department completed its review of the project and scheduled the request for consideration by the Planning Commission at a public meeting on October 12, 2021. At that meeting, Planning Commission adopted Planning Commission Resolution No. 2021-14, recommending to the City Council the approval of the Agreement; and

WHEREAS, the City Council considered the request for the Agreement at its regularly scheduled meeting on December 1, 2021; and

WHEREAS, this action is categorically exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15311(b). The City has determined that all environmental issues have been addressed and finds that no significant environmental impact will result from approving the code amendment and conditional use permit

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 Findings of Fact, attached as Exhibit “B” and incorporated herein by this reference as though fully set forth herein, are hereby made by this City Council, and represent the City Council’s careful consideration of the record. The findings of this City Council on Exhibit “B” shall be the final and determinative Findings of Fact on this matter.

3. That upon consideration of the staff report (a copy of which is on file in the Office of the City Clerk), the findings, the conditions of approval attached as Exhibit “C” and incorporated herein by this reference as though fully set forth herein, and applicable law, the City Council finds that the project is consistent with the General Plan.

4. That upon consideration of the staff report (a copy of which is on file in the Planning Division); the comments provided at the Planning Commission meeting on October 12, 2021; public testimony presented at the City Council meeting; the findings of fact; the conditions of approval; and applicable law, the City Council finds that the project is consistent with the General Plan and hereby approves the Agreement as set forth in Exhibit “D” and incorporated herein by this reference as though fully set forth herein.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the project is subject to certain fees described in the City of Escondido’s Development Fee Inventory on file in both the Community Development Department and Public Works Department. The project is also subject to dedications, reservations, and exactions, as specified in the Conditions of Approval.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date of this Resolution and any such protest must be in a manner that complies with Government Code Section 66020

Exhibit A

Legal Description of Owner Property

Certain real property located in the County of San Diego, State of California, more particularly described as follows:

Parcel 1:

THE WESTERLY 30 FEET OF THE EASTERLY 130 FEET OF THE SOUTHERLY 140 FEET OF THE NORTHERLY 354 FEET OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

EXCEPTING THEREFROM THAT PORTION THEREOF, IF ANY, LYING WITHIN THE SOUTHERLY 267 FEET OF SAID LOT 25.

Parcel 2:

THE WESTERLY 55 FEET OF THE EASTERLY 185 FEET OF THE SOUTHERLY 140 FEET OF THE NORTHERLY 354 FEET OF THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

EXCEPTING THEREFROM THAT PORTION THEREOF, IF ANY, LYING WITHIN THE SOUTHERLY 267 FEET OF SAID LOT 25.

Parcel 3:

THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 25; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 267 FEET TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO SAID EASTERLY LINE, 330 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG SAID WESTERLY LINE 140 FEET MORE OR LESS TO THE SOUTHERLY LINE OF THE NORTHERLY 214 FEET OF SAID LOT 25; THENCE EASTERLY ALONG SAID SOUTHERLY LINE 330 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 140 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 185 FEET AND THE WESTERLY 50 FEET.

Parcel 4:

THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO

MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

THE NORTHERLY 140 FEET OF SAID LOT 25.

EXCEPTING THE WESTERLY 50 FEET THEREOF, AND EXCEPT THE EASTERLY 200 FEET THEREOF.

Parcel 5:

THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 74 FEET OF THE NORTHERLY 214 FEET OF SAID LOT 25.

EXCEPTING THEREFROM THE EASTERLY 100 FEET THEREOF, ALSO EXCEPTING THEREFROM THE WESTERLY 45 FEET THEREOF.

EXHIBIT A

Legal Description of City Property

All that certain real property situated in the City of Escondido, County of San Diego, State of California, described as follows:

Parcels 2, 3, 4, 5, 6, 7, and 8 as described in Exhibit "A" of that certain Grant Deed recorded on July 15, 1992, as Document No. 199200443955 in the Official Records of the San Diego County

**EXHIBIT B
FINDINGS OF FACT
Classical Academy Shared Parking Agreement
PL21-0026**

Environmental Determination

- 1 Pursuant to the California Environmental Quality Act or CEQA (Public Resources Code Section 21000 et. seq.) and its implementing regulations, the State CEQA Guidelines (Article 14 of the California Code of Regulations, Section 15000 et. seq.), the City of Escondido is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.

- 2 All of the requirements of the California Environmental Quality Act have been met because it was found that the project will not have a significant effect on the environment per the Class 11 CEQA Exemption (Sections 15311 (b) of the CEQA Guidelines). The proposed project qualifies for the Class 11 CEQA Exemption because it is a small parking lot that is an accessory to an existing institutional use.

Off-site Joint-Use Parking

1. The Joint Use Parking Agreement is being granted since the building that needs additional parking is within ¼ mile of a parking facility that has available spaces.

2. The request for a Joint Use Parking Agreement will not cause any conflict in the principal operating hours of the building or uses for which the joint use off-street parking facilities is proposed because the school facility are requesting a morning/afternoon Shared Parking Agreement.

3. The parties involved in the request for a joint use parking agreement have provided a Joint Use Parking Agreement that is suitable for recordation.

**EXHIBIT C
CONDITIONS OF APPROVAL
PLANNING CASE NO. PL21-0026**

This Joint Use Parking Agreement ("Agreement") attached to this Planning Commission Resolution No. 2021-14 as Exhibit "C" satisfies a Condition of Approval for the Project which was previously conditionally approved by the Escondido Zoning Administrator on April 27, 2021, by Zoning Administrator Resolution No. 2021-02. All conditions of approval applied to the project remain valid and in effect unless specifically modified herein.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, or its successor(s) in interest, as may be applicable.

1. The Agreement shall be recorded with the County Recorder's Office to ensure that sufficient parking will be available for the Project. The Agreement shall be in the form specified in Exhibit "C" to this resolution, and shall be approved to form by the City Attorney, approved by the City Council, and signed by the Mayor prior to recordation
2. Activities/uses that are not directly related to on-site instruction and school assembly use, which would generate traffic and parking demand in addition to the traffic and parking demand generated by the school, are prohibited to be conducted simultaneously with on-site instruction or any other student-related services assembled on the school campus.
3. The on-site activities/uses shall not create overflow parking that results in patrons parking on adjacent streets, or in adjacent parking facilities, other than the parking lot specified in the agreement.
4. The school shall continue to use the Woodward parking lot as part of the overall temporary student drop-off and pick-up system. In the event that the off-site spaces associated with the Woodward parking lot are no longer available, the potential loss of parking would have to be mitigated by conditions, which may also require removal of fixed-seating, student enrollment capacity reductions, and/or other measures to reduce peak parking or traffic flow demand.
5. Any parking complaints received by the City are required to be mitigated by the Applicant, to the satisfaction of the Director of Community Development and the City Engineer.
6. No queuing of vehicles shall be permitted on adjacent public streets. If any queuing is not remedied to the satisfaction of the City Engineer, the Project may be referred to the Planning Commission for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.
7. The Applicant shall provide a parking monitor (i.e. school site administration or staff) to guide student drop-off and pick-up and to guide motorists to designated areas and to discourage motorists from parking on public streets. A crossing guard shall be provided by the Applicant at all crossing points on Woodward Avenue. (The parking monitor and crossing guard(s) shall be

contracted entirely at the Applicant's expense.) The Applicant, parking monitor, and crossing guard(s) shall continuously monitor the overall temporary student drop-off and pick-up system to ensure that students enter and exit the school grounds safely.

- 8.** The Parking and Drop-off/Pick-up Management Plan shall identify the approach to ensuring continued compliance with required conditions of approval. Among other things, the Plan shall include 1) parking counts for on-site, off-site, and street parking that is related to parking demand from school-related activities; 2) information regarding queuing on Woodward Avenue as it related to vehicles entering the school site or Woodward Parking lot; 3) the manner in which the Applicant monitors drop-off and pick-up behaviors for compliance with the conditions, which may include an annual program reviews, field inspections, or surveys which the City may deem appropriate; and 4) all effectual design and operational controls/features in the Applicant's development plans (such as staggered start/end times, parking agreements, short-term parking, transit subsidies, bike parking, traffic control enforcement, or other tools) to achieve parking efficiency.
 - a.** If legitimate and verified complaints (regarding school related parking lot capacity, overflow parking, queuing, etc.) are received by the City in regard to parking and traffic related to Project activities, the Director of Community Development shall notify the Applicant, which shall have 30 days to remedy the issue to the satisfaction of the Director. If the issue is not remedied satisfactorily within this time frame or the same valid and verified complaint is received after the 30-day period, the Director may request an independent parking study be prepared. (The traffic/parking consultant shall be contracted entirely at the Applicant's expense.) In addition, implementation of additional design and operational control/features may be required by the Director of Community Development in the event that the specified performance standards relating to parking and traffic are not adhered to by the Project. Thereafter, the Director may at his/her discretion require independent parking studies be re-initiated and conducted at the same frequency and intervals as previously required if the City receives legitimate parking complaints related to on-street or off-site parking and traffic issues.
 - b.** The City shall have every right to pursue every available remedy at law for any failure to comply with the conditions of the Project or any breach of the approved components of the Parking and Drop-off/Pick-up Management Plan.

SHARED PARKING AGREEMENT

EXEMPT FROM FEES pursuant to
Gov't Code §§ 6103, 27383, and 27388.1
(filing requested/executed by municipality)

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Planning Division
City of Escondido
201 North Broadway
Escondido, California 92025-2798

This Space for Recorder's Use Only

SHARED PARKING AGREEMENT

This SHARED PARKING AGREEMENT ("**Agreement**") is made and entered into effective this ____ day of _____, 2021 ("**Effective Date**"), by and between the City of Escondido, a California municipal corporation ("**City**") and Partnering with Parents, LLC, a California limited liability company ("**Owner**"). (The City and Owner may each be referred to herein as a "**Party**" and collectively as the "**Parties.**")

WHEREAS, Owner represents that it is the owner of that certain real property located in the County of San Diego, State of California, having assessor's parcel numbers (APNs) 229-281-17-00, 229-281-18-00, 229-281-19-00, 229-281-29-00, and 229-281-30-00, and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("**Owner Property**");

WHEREAS, the City is the owner of that certain real property located in the County of San Diego, State of California, having assessor's parcel number (APN) 229-352-12-00, and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference ("**City Property**");

Parcels 2, 3, 4, 5, 6, 7, and 8 as described in Exhibit "A" of that certain Grant Deed recorded on July 15, 1992 as Document No. 199200443955 in the Official Records of the San Diego County Recorder's Office.

WHEREAS, on April 27, 2021, the City, through its Zoning Administrator, in Planning Case No. PL 21-0026, approved a modification to a Conditional Use Permit for improvements to the school campus operated by Owner and located on the Owner Property ("**Project**");

WHEREAS, pursuant to Escondido Municipal Code section 33-765 and the development standards for off-site joint-use parking within the Downtown Specific Plan, the Project is required to provide one parking space for each school employee and faculty member, and such parking may be provided on the City Property through the use of a joint parking agreement;

WHEREAS, pursuant to the City’s April 27, 2021, approval of the Project, and Escondido Municipal Code section 33-1103(a), the Owner may use the City Property for off-street student loading and unloading from vehicles, which shall be made part of this Agreement, subject to the terms and conditions stated herein; and

WHEREAS, this Agreement has been approved by the Planning Commission, pursuant to Resolution 2021-14, and by the City Council, pursuant to resolution 2021-168.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, the Parties agree as follows:

1. Authority. This Agreement is made pursuant to Escondido Municipal Code sections 33-765 and 33-1103(a), and the City’s Downtown Specific Plan, and in accordance with the City’s conditions for approval of the Project.

2. Grant of Licenses for Shared Parking.

2.1 The City agrees to license to Owner the non-exclusive use of 33 parking spaces on the City Property, as depicted on Exhibit C, attached hereto and incorporated herein by this reference (“**Parking Spaces**”), specifically for the employee and faculty parking requirements in connection with the Project and the Owner Property. Owner’s non-exclusive license for use of the Parking Spaces pursuant to this Agreement is limited to normal business hours occurring Monday through Friday from 8 a.m. to 5 p.m., excluding holidays (“**School Hours**”). The Parking Spaces have been determined to conform to current City standards for parking spaces, and the Parties agree to maintain the Parking Spaces to meet those standards.

2.2 The City further agrees to license to Owner non-exclusive use of the City Property for the off-street loading and unloading of students from vehicles during School Hours, as further described within Exhibit C.

3. Term. This Agreement and the covenants herein shall remain in effect unless and until rescinded and released by mutual written agreement of the City and Owner by the authority of the City’s Director of Community Development upon submittal of request, applicable fees, and evidence that this Agreement is no longer required by law. Notwithstanding any other provision of this Agreement, the City shall have the right to unilaterally terminate this Agreement upon providing 30 days’ written notice to Owner. Nothing herein, including any potential termination of this Agreement, shall be deemed to constitute the City’s waiver of Owner’s obligations to comply with all local, state, and federal laws and regulations, including but not limited to all parking requirements for the Project. Owner shall comply with all such laws and regulations, and the City reserves its full authority to enforce such laws and regulations.

4. Indemnification, Hold Harmless, Duty to Defend. Owner (including Owner’s agents, employees, volunteers, contractors, and subcontractors, if any) shall

indemnify, hold harmless, and defend the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, “**Indemnified Parties**”) from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, liens, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney’s fees and other related litigation costs and expenses (collectively, “**Claims**”), and any attorney’s, consultant, or expert fees and City staff costs for investigating and responding to any Claims, and provide and pay all costs for a defense of any and all Claims against any of the Indemnified Parties, in any legal action filed in a court of competent jurisdiction by a third party in connection with this Agreement or any component thereof; the validity, applicability, or implementation of this Agreement; or Owner’s use of the City Property in relation to the Project or in connection with the Owner Property. All provisions within this Section 4 shall survive termination of this Agreement.

5. Insurance.

5.1 Owner shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with this Agreement, and the results of Owner’s use of the City Property, by Owner, its agents, representatives, employees, or volunteers. Insurance coverage shall be at least as broad as the following:

a. *Commercial General Liability.* Insurance Services Office (“ISO”) Form CG 00 01 covering Commercial General Liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence/\$4,000,000 general aggregate.

b. *Workers’ Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

c. If Owner maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Owner.

5.2 Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

a. *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best’s rating of no less than A-:VII, or as approved by the City.

b. *Additional Insured Status.* Owner’s Commercial General Liability policy must name the City (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used.

c. *Primary Coverage.* Owner’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officials, officers, agents,

employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, officers, agents, employees, or volunteers shall be in excess of Owner's insurance and shall not contribute with it.

d. *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the City.

e. *Waiver of Subrogation.* Owner hereby grants to the City a waiver of any right to subrogation that any insurer of Owner may acquire against the City by virtue of the payment of any loss under such insurance. Owner agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the city for all work performed by Owner, its agents, representatives, employees, and volunteers.

f. *Self-Insurance.* Owner may, with the City's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. Owner shall only be permitted to utilize such self-insurance if, in the opinion of the City, Owner's (i) net worth and (ii) reserves for payment of claims of liability against Owner are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. Owner's utilization of self-insurance shall not in any way limit the liabilities assumed by Owner pursuant to this Agreement.

g. *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the City.

5.3 *Verification of Coverage.* At the time Owner executes this Agreement, Owner shall provide the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

5.4 *Special Risks or Circumstances.* The City reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5.5 *No Limitation of Obligations.* The insurance requirements within this Agreement, including the types and limits of insurance coverage Owner must maintain, and any approval of such insurance by the City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Owner pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.

5.6 *Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that Owner fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the City may have, the City may, at its sole option, (i) immediately terminate this Agreement; or (ii) order Owner to immediately vacate the City Property until Owner demonstrates compliance with the insurance requirements in this Agreement.*

6. Runs with the Land. So long as this Agreement remains in effect, the obligations and benefits provided for in this Agreement shall run with the above-described land and shall be binding on the Parties hereto; all parties having or acquiring any right, title, or interest in the Owner Property or City Property; and their heirs, legal representatives, successors, and assigns.

7. Counterparts. This Agreement may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document.

8. Entire Agreement. This Agreement, together with its attachments or other documents, if any, described or incorporated herein, contains the entire Agreement and understanding concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. Each of the Parties hereto acknowledges that no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

9. Amendment. This Agreement may not be amended except in a writing signed by all of the Parties hereto, and then only in the specific instance and for the specific purpose given.

10. Anti-Assignment Clause. Licensee shall not assign, delegate, transfer, or sublicense any duty or right under this Agreement, or any portion of the Licensee's use of the Premises.

11. Provisions Cumulative. All provisions contained herein are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

12. Merger Clause. This Agreement and its attachments, if any, constitute 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 attachments, the provisions of this Agreement shall prevail.

13. Anti-Waiver Clause. None of the provisions contained herein shall be waived because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived, in whole or in part.

14. Severability. The Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

15. Notice. Any notice required to be given pursuant to this Agreement shall be in writing and addressed as follows:

If to the City:
Vincent McCaw
Real Property Manager
City of Escondido
201 N. Broadway
Escondido, CA 92025

If to Owner:
Mark Kalpakgian
Manager
Partnering with Parents, LLC
355 E. Grand Ave.
Escondido, CA 92025

16. Independent Investigation. The Parties acknowledge that they have conducted an independent investigation of the facts concerning the subject matter of this Agreement. The Parties agree that the factual recitals are correct and expressly assume the risk that the true facts concerning the foregoing may differ from those currently understood by them.

17. Advice of Counsel. The Parties hereby acknowledge that they have executed this Agreement after having the opportunity to consult with, and receive the advice of, their own counsel.

18. Capacity. Each individual signing this Agreement represents and warrants that he or she has been authorized to do so by proper action of the Party on whose behalf he or she has signed.

19. Attorney's Fees. In any action to enforce the terms of this Agreement, the Parties agree that the prevailing party shall be entitled to its reasonable attorney's fees and all costs, fees, and expenses, including the fees of expert witnesses and consultants, whether or not such costs, fees, and expenses are recoverable or allowed as costs under section 1033.5 of the California Code of Civil Procedure. In addition to the foregoing award of attorney's fees and costs, the prevailing party shall be entitled to its attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision is separate and shall survive the merger of this provision into any judgment on this Agreement.

20. Recitals. The Recitals set forth above are included herein by reference as part of this Agreement and the Parties agree that said Recitals are essential facts to this Agreement.

21. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

PARTNERING WITH PARENTS, LLC

Date: _____ By _____
Mark Kalpakgian
Manager

CITY OF ESCONDIDO

Date: _____ By _____
Paul McNamara
Mayor

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
Michael R. McGuinness, City Attorney

Kurt Whitman, Senior Deputy City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me,

_____, a Notary Public, personally appeared

_____, who proved to me on the basis of

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument

and acknowledged to me that he/she/they executed the same in his/her/their authorized

capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity

upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

Owner

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me,

_____, a Notary Public, personally appeared
_____, who proved to me on the basis of

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

City

Exhibit A

Legal Description of Owner Property

Certain real property located in the County of San Diego, State of California, more particularly described as follows:

Parcel 1:

THE WESTERLY 30 FEET OF THE EASTERLY 130 FEET OF THE SOUTHERLY 140 FEET OF THE NORTHERLY 354 FEET OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

EXCEPTING THEREFROM THAT PORTION THEREOF, IF ANY, LYING WITHIN THE SOUTHERLY 267 FEET OF SAID LOT 25.

Parcel 2:

THE WESTERLY 55 FEET OF THE EASTERLY 185 FEET OF THE SOUTHERLY 140 FEET OF THE NORTHERLY 354 FEET OF THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

EXCEPTING THEREFROM THAT PORTION THEREOF, IF ANY, LYING WITHIN THE SOUTHERLY 267 FEET OF SAID LOT 25.

Parcel 3:

THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 25; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 267 FEET TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO SAID EASTERLY LINE, 330 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG SAID WESTERLY LINE 140 FEET MORE OR LESS TO THE SOUTHERLY LINE OF THE NORTHERLY 214 FEET OF SAID LOT 25; THENCE EASTERLY ALONG SAID SOUTHERLY LINE 330 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 140 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 185 FEET AND THE WESTERLY 50 FEET.

Parcel 4:

THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF

ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

THE NORTHERLY 140 FEET OF SAID LOT 25.

EXCEPTING THE WESTERLY 50 FEET THEREOF, AND EXCEPT THE EASTERLY 200 FEET THEREOF.

Parcel 5:

THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 74 FEET OF THE NORTHERLY 214 FEET OF SAID LOT 25.

EXCEPTING THEREFROM THE EASTERLY 100 FEET THEREOF, ALSO EXCEPTING THEREFROM THE WESTERLY 45 FEET THEREOF.

Exhibit B

Legal Description of City Property

All that certain real property situated in the City of Escondido, County of San Diego, State of California, described as follows:

Parcels 2, 3, 4, 5, 6, 7, and 8 as described in Exhibit "A" of that certain Grant Deed recorded on July 15, 1992 as Document No. 199200443955 in the Official Records of the San Diego County Recorder's Office.

Exhibit C

Depiction of Parking Spaces and Description of Student Drop-Off/Pick-Up Plan

Owner shall have non-exclusive use of 33 parking spaces in the City of Escondido parking lot on the south side of Woodward Avenue, as identified in Figure 1 below, and subject to the terms of the Agreement.

Figure 1: The Classical Academy Middle School- Faculty and Staff Parking



Morning student drop-off occurs Tuesday, Wednesday, and Thursday from 8 a.m. to 8:25 a.m. The campus opens for students at 8 a.m., and instruction starts at 8:25 a.m.

Two methods of student drop-off are available. The first method involves a drive-through drop-off zone on Woodward Avenue, indicated with the green arrow in Figure 2. Each morning, cones are placed on Woodward Avenue to identify and delineate this zone. Within the zone, parents may pull up to the curb along the north side of Woodward Avenue, and students may safely exit the vehicles from the sidewalk side. If the queue for drop-off extends eastward past the crosswalk that is located directly in front of the middle school, parents are directed to wait at the curb just east of

the eastern neighbor’s driveway until there is room in the drop-off zone. The drop-off zone does not block or impede through traffic on Woodward Avenue. Approximately 35% of students are dropped off this way.

The second drop-off method utilizes the City parking lot on the south side of Woodward Avenue. Parents enter this parking lot from either Woodward Avenue or Escondido Boulevard, pull into parking spaces, and let their students out of their vehicles while parked (the parking spaces colored in green in Figure 2 depict the approximate area used by parents dropping off students, though this Agreement is not establishing exclusive use of these spaces for student drop-off purposes). Students then proceed to the public crosswalk located in front of the middle school, where a crossing guard is stationed between 8 a.m. and 8:30 a.m. to escort them across the street to school. Approximately 65% of students are dropped off this way.

During school hours, temporary signs are placed along Woodward Avenue to alert the community of students present, as well as to prohibit drop-off in the red zones identified in Figure 2. A permanent speed limit sign (with flashing yellow light) restricts speed on Woodward to 25 miles per hour in the vicinity of the school, when children are present. Additional permanent signage identifies the crosswalk and shows drivers where to yield to pedestrians so as not to block any driveways along Woodward.

Figure 2: Morning Drop-Off Areas



Afternoon student pick-up occurs Tuesday, Wednesday, and Thursday from 3:25 p.m. to 3:45 p.m. The last class of the day releases at 3:25 p.m.

At the end of the school day, all students are ushered off campus, across the public crosswalk, and into a “waiting area” within the City parking lot, as indicated by the red block in Figure 3. This area is blocked off by cones and caution signs to keep students safely out of the path of traffic

while they wait for their parents to arrive. The waiting area impacts 11 parking spaces, and non-exclusive use of these 11 spaces is granted to the school through the Agreement.

Staff members are stationed within the waiting area and at various other points in the City parking lot, as well as on Woodward Avenue, as indicated by the yellow diamonds in Figure 3. These staff members and teachers wear brightly-colored construction vests for visibility and provide supervision to the students as well as traffic control for vehicles moving through the parking lot.

Parents enter the parking lot from Woodward Avenue or Escondido Boulevard and pull into parking spaces (the parking spaces colored in green in Figure 3 depict the approximate area used by parents picking up students, though this Agreement is not establishing exclusive use of these spaces for pick-up purposes). Parents may then exit their vehicles to walk over to the red waiting area to get their children and escort them back to the car. Alternatively, students may point out their parents to a staff member, who may then escort them to the car, or may allow the student to walk to the car alone if there are no moving vehicles in the area.

Unlike the morning drop-off, no afternoon pick-up occurs along Woodward Avenue. All pick-up takes place within the City parking lot, as described above and depicted below in Figure 3.

Figure 3: Afternoon Pick-Up Area

CITY COUNCIL STAFF REPORT

Consent Item No. 10

December 1, 2021

File No. 0480-70

SUBJECT: Acceptance of \$3,375 San Diego Seniors Community Foundation Holiday Grant

DEPARTMENT: Communications and Community Services

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-187 authorizing the Communications and Community Services Department to accept up to \$3,375 in grant funds from the San Diego Seniors Community Foundation, and to approve the budget adjustment (see Attachment "1") needed to expend the funds. These funds will be utilized to provide holiday-themed meals, events and activities to the older adults in Escondido.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget and does not require matching funds.

PREVIOUS ACTION:

None

BACKGROUND:

The City of Escondido ("City") has been awarded up to \$3,375 from the San Diego Seniors Community Foundation, a 501(c)(3) not-for-profit organization, established in 2017, whose aim is to support and enhance senior centers in the region by connecting them with philanthropic organizations to further the mission of improving quality of life for seniors in the community. Their research shows that senior centers are an essential gateway connecting older adults to vital services that help them stay healthy, engaged, and independent.

These funds will be utilized to provide a holiday dinners, cards, and flowers to 25 older adults who do not have families/friends to visit them this holiday season and/or are isolated, as well as a variety of holiday décor and activities at the Park Avenue Community Center. With the grant funds, the City of Escondido staff will be able bring holiday cheer to 200-400 seniors this holiday season.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joanna Axelrod, Deputy City Manager/ Director of Communications and Community Services
11/23/21 4:01 p.m.

Acceptance of San Diego Seniors Community Foundation Holiday Grant
December 1, 2021
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ATTACHMENTS:

1. Attachment "1" Budget Adjustment
2. Resolution No. 2021-187

RESOLUTION NO. 2021-187

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DEPUTY CITY MANAGER / DIRECTOR OF COMMUNICATIONS AND COMMUNITY SERVICES TO ACCEPT UP TO \$3,375 IN GRANT FUNDS FROM THE SAN DIEGO SENIORS COMMUNITY FOUNDATION AND APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City of Escondido (“City”) is a Live Well San Diego partner and supports efforts to promote age-friendly resources that enhance the health and quality of life of the community; and

WHEREAS, the City provides centralized services dedicated to supporting its older adult population including nutritious meals, activities, resource connections, and co-located non-profit service organizations at the Park Avenue Community Center; and

WHEREAS, the City recognizes that significant isolation issues exist among older adults with no family or nearby support system; and

WHEREAS, the San Diego Seniors Community Foundation is devoted to the welfare of seniors through philanthropic support; and

WHEREAS, the Deputy City Manager / Director of Communications and Community Services recommends the acceptance of up to \$3,375 in grant funds from the San Diego Seniors Community Foundation to be used for holiday meals, events and activities at the Park Avenue Community Center.

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

1. That the above recitations are true.
2. That the City Council authorizes the Deputy City Manager / Director of the Communications and Community Services, or her designee, to execute all necessary documents, in forms approved by the City Attorney's Office, to accept all grant funds.
3. That the City Council approves of any necessary budget adjustments to expend funds received for the purposes stated herein.
4. That the Older Adult Services division of the Communications and Community Services Department shall expend up to \$3,375 in grant funds in accordance with the terms and requirements of the grant agreement.

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 11

December 1, 2021

File No. 0690-50

SUBJECT: Consideration of a Resolution of Necessity for the Acquisition of a Drainage Easement over a Portion of Felicita County Park Identified as County Assessor Parcel No. 238-380-06-00.

DEPARTMENT: City Attorney

RECOMMENDATION:

It is requested that the City Council conduct a public hearing to consider adoption of a Resolution of Necessity ("Resolution") finding that the public interest and necessity require the acquisition of a drainage easement over a portion of Felicita County Park to improve existing drainage facilities under Felicita Road and adopt Resolution No. 2021-174R.

FISCAL ANALYSIS:

The City of Escondido ("City") as the condemning agency is required to pay just compensation for the property interests being acquired. The City had the property interests appraised by an independent appraiser who valued the property interests at \$1,450 as of August 2, 2021. The fair market value of the property interests being acquired will ultimately be determined in the eminent domain proceeding. Additional costs will be incurred including legal fees, appraisal fees and costs in connection with any approved eminent domain proceeding. Pursuant to the Settlement and Subdivision Agreements with KB Homes Coastal, Inc. ("developer"), the developer of the Oak Creek Project, discussed in detail below, the developer will pay the legal and acquisition costs associated with this matter.

PREVIOUS ACTIONS:

In 2015, the City originally approved a subdivision and residential development of 65 single family homes on 43.73 acres of real property ("Oak Creek Project") which was located within the unincorporated area of San Diego County and was annexed into the City. The Project site is generally located several hundred feet west of Interstate 15, one mile north of Lake Hodges, and approximately 1.5 miles south/southeast of Valley Parkway. It is bounded on the north by Hamilton Lane, on the east by Miller Avenue, on the west by Felicita Road, and to the south by a small existing neighborhood at the intersection of Miller Avenue and Felicita Road. Felicita County Park is located south of the Oak Creek Property across Felicita Road.

On July 24, 2020, KB Home Coastal, Inc. ("developer") filed a Verified Petition for Writ of Mandate and Complaint against the City in *KB Home Coastal, Inc. v. City of Escondido*, San Diego Superior Court Case No. 37-2020-00025968-CU-WM-NC. The developer alleged that the City was in violation of the Subdivision Map Act (and related actions) by failing or refusing to certify the Oak Creek Project Final Map based on a requirement that the developer must secure the offsite drainage rights from the County.

Resolution of Necessity for Acquisition of Drainage Easement
December 1, 2021
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The City denied the claims but the parties worked to resolve their dispute to allow for the Oak Creek Project to proceed with construction while working with the County to secure the drainage easement rights.

On November 18, 2020, the City Council in closed session authorized the execution of a Settlement Agreement and Subdivision Improvement Agreement with the developer to resolve the pending lawsuit. The settlement acknowledged the developer's obligation to make certain drainage improvements on land owned by the County as part of its project but that an impasse with the County on securing those rights had significantly delayed the progress on the project. Pursuant to California law, the City elected to address the issue of the drainage construction improvements itself through an eminent domain action, if necessary. As a part of the settlement, the developer agreed to pay for all costs and expenses reasonably incurred by the City in connection with the acquisition of the County property rights.

The Oak Creek Project's Final Map was thereafter approved by the City Council on January 13, 2021. At this time, the developer has completed construction of seventeen homes and pulled permits for the balance of homes in this development. Apart from the completion of some off-site improvements and this County property acquisition issue, the Oak Creek Project should proceed to completion sometime in the Spring of 2022.

BACKGROUND:

1. Historic Drainage Issues.

The Oak Creek Project included proposed offsite improvements, including improvements of the existing drainage facilities under Felicita Road. Prior to the development, the project site relied on sheet flows to two drainages running north-south through the property. The westerly drainage crossed under Hamilton Lane via a 5-foot by 5-foot concrete culvert, and the easterly drainage crossed Hamilton Lane via a 72-inch culvert. The two drainages confluence within the boundaries of the project site and then confluence with the runoff from the east before leaving the project site through the 60-inch diameter culvert crossing to the southwest, under Felicita Road.

Stormwater runoff crosses under Felicita Road through a 60" corrugated metal pipe ("CMP") that discharges onto an existing rip rap energy dissipater before continuing through Felicita Park in an unlined earthen channel and then into Felicita Creek. The existing 60" CMP crossing under Felicita Road is undersized. The 1992 Drainage Master Plan for the City of Escondido ("DMP") recommended the addition of a 63" CMP to parallel the existing 60" CMP in order to deliver drainage to Felicita Creek efficiently. As part of the Oak Hill Project, City Engineering staff requested installation of a 72" reinforced concrete pipe ("RCP") instead of the 60" CMP shown in the DMP in order to ensure that the 100-year storm event is conveyed under Felicita Road to Felicita Creek to relieve the existing condition which would flood the road.

The proposed improvements to the existing drainage system are based on the existing deficiencies identified in the DMP and are not due to an increase of runoff from the Oak Creek Project. The Oak

Resolution of Necessity for Acquisition of Drainage Easement
December 1, 2021
Page 3

Creek Project maintains or reduces the post-project runoff to pre-project levels for the 100-year storm event. The Project also implemented on-site mitigation for more frequent storm events in order to comply with additional site requirements.

The Oak Creek Project was subject to the County of San Diego Hydrology Manual, dated June 2003, and the Federal Emergency Management Agency (FEMA) National Floodplain Insurance Program (NFIP) requirements since a portion of the Project is located within a 100-Year Flood Zone. The Project will improve existing deficiencies for two (2) existing culvert crossings adjacent to the Project, within Hamilton Lane and Felicita Road and will not increase peak flow rates for the 100-year design storm event.

Based on the Drainage Study prepared for the Oak Creek Project, the 100-year peak flow rate will be reduced from 757 cubic feet per second (“cfs”) to 755 cfs. On-site bioretention basins and a detention basin also reduce the 100-Year post-project peak flow rates to equal or less than the pre-project peak flow rates. This small reduction in peak flow rate is consistent with what would be expected since the majority of runoff reaching this crossing is from upstream portions of the watershed that will be conveyed through the site within each of the three (3) existing drainage courses. The runoff associated with the drainage project will be detained on-site prior to discharging into the existing drainage course and ultimately reaching the crossing at Felicita Road. Drainage patterns will remain generally unchanged, and all mitigated runoff will drain to the existing 60” and proposed 72” culverts under Felicita Road.

2. Proposed Drainage Improvement Project and Property Acquisition.

To make the needed offsite drainage improvements, the City needs to acquire a slightly trapezoidal shaped drainage easement of approximately 1,780 square feet. The proposed easement area is in the same location as, and consistent and compatible with, the existing drainage facilities. A legal description and depiction of the proposed drainage easement is attached hereto as Exhibit “A” to the (Proposed) Resolution of Necessity No. 2021-174R.

To resolve the insufficiency of the existing drainage facilities, the proposed drainage improvements include installation of a 72” diameter drainage pipe parallel to the existing 60” pipe. An approximately 13’ x 19’ concrete headwall will be constructed and large boulder rip rap will be placed in the easement area west of the drainage pipes (collectively the “Project”). The proposed improvements are compatible with the existing drainage facility and will alleviate the hazards associated with the historic condition.

On or about August 7, 2014, the City released a Draft EIR (“DEIR”) for the Oak Creek Project. The description of the Oak Creek Project included, in part, improvements to an existing drainage 72-inch pipe under Felicita Road directing storm water runoff into Felicita Park. The DEIR proposed installation of an additional 72-inch drainage pipe in the same location, as well as the construction of energy-dissipating facilities (a headwall and rip-rap) on County owned property in Felicita Park.

Resolution of Necessity for Acquisition of Drainage Easement
December 1, 2021
Page 4

In a letter dated September 19, 2014, the County submitted comments in response to the DEIR. On January 7, 2015, the City completed a Final EIR ("FEIR") for the Project, which incorporated responses to the County's DEIR comments. In its responses, the City unequivocally concluded that "[t]he Project will not result in significant impacts to Felicita Park."

In a January 27, 2015 response letter to the City, the County noted continuing concerns regarding the FEIR's analysis of Project impacts to Felicita Park, stating "[i]n review of the Final EIR, County Department of Parks and Recreation (DPR) staff has expressed concerns that comments regarding drainage improvements, easements on park property, park user access and pedestrian safety provided in the September 29, 2014 comment letter ... regarding the Draft EIR for the Oak Creek Residential Project have not been adequately address in the FEIR." The County further requested "that the City and the project applicant consider further discussion with DPR staff to resolve concerns associated with park user access, conversion of usable park lands to facility infrastructure and location of mitigation for associated impacts." The County concluded that resolution of remaining issues "will need to be worked out with DPR, as the owner and manager of the Park, prior to the County agreeing to future easements and/or infrastructure improvements in parkland areas."

On March 4, 2015, the City approved the FEIR and Oak Creek Project. The certified FEIR for the Oak Creek Project was never challenged by the County and conclusively determined that the Project would have no significant environmental impacts on Felicita Park.

Despite numerous meetings and communications over several years, the City, developer and County could not reach a resolution of their respective positions as to the County's legal contention that further environmental study was required to allow for the drainage easement. Given the failure to work this issue out through such informal efforts, the City is left with the need to bring an eminent domain action in San Diego Superior Court to allow a judge to assist the parties with resolving this matter.

LEGAL REQUIREMENTS:

The City may not commence an eminent domain proceeding until its governing body has held a public hearing and adopted a Resolution of Necessity that meets the requirements of California Eminent Domain Code (Code of Civ. Proc. §§ 1245.210, et seq.) At the public hearing, each party with an interest in the affected property or their representatives must be given a reasonable opportunity to appear and be heard on the following matters:

1. The public interest and necessity required for the Project.
2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The real property to be acquired is necessary for the Project.
4. An offer of just compensation has been made to the property owner.

Resolution of Necessity for Acquisition of Drainage Easement
December 1, 2021
Page 5

As discussed below, the City has fully satisfied each of these legal requirements and City staff recommend that the City Council adopt the Resolution of Necessity.

Finding 1: Public Interest and Necessity Require the Project

The public interest and necessity require securing the specific County property, in that this Project is designed to improve the existing drainage facilities in order to alleviate the historic flooding conditions that result from the existing insufficient facilities owned and maintained by the County. As noted above, prior to the Oak Creek Project, drainage in the area was insufficient and the existing drainage facilities are deficient.

Finding 2: The Project is Planned or Located in a Manner Most Compatible with Greatest Public Good and Least Private Injury

The Project is located in a manner most compatible with the greatest public good and least private injury, in that the Project is proposed to be located in the same location as the existing drainage facilities. The proposed drainage improvements to the existing culvert crossings are based on the existing deficiencies identified in the DMP and are not due to an increase of runoff from the Oak Hill Project which maintained or reduced the post-Project runoff to pre-Project levels for the 100-year storm event. The existing culvert under Felicita Road is deficient in the existing condition. During a 100-year peak rainfall event, the 60-inch culvert would experience overtopping. While the Oak Hill Project did not increase peak flow rates for the 100-year design storm event, the Project proposes to improve the existing deficiencies by replacing the existing 52-inch culvert under Hamilton Lane (the centrally located crossing) with a 72-inch RCP and adding a 72-inch RCP to supplement the existing 60-inch CMP in Felicita Road. These improvements are similar to those identified in the 1992 DMP in terms of capacity.

Finding 3: The Real Property to be Acquired is Necessary for the Project

As noted above, the City is seeking to acquire a slightly trapezoidal shaped drainage easement of approximately 1,780 square feet. A legal description and depiction of the proposed drainage easement is attached to proposed Resolution No. 2021-174 as Exhibit "A". All of this property is needed to complete the proposed improvements which include installation of a 60" diameter drainage pipe parallel to the existing 72" pipe. An approximately 13' x 19' concrete headwall will be constructed and large boulder rip rap will be placed in the easement area west of the drainage pipes.

Finding 4: Offers of Just Compensation Have Been Made to the Property Owners

Pursuant to applicable requirements of law, the City had the subject property interests appraised. The appraisal resulted in an offer letter being sent to the County pursuant to Government Code section 7267.2 on September 17, 2021. A copy of that letter is included as Attachment "1".

As noted above, City staff has attempted to undertake negotiations with the County, but to date has not been able to secure an agreement for the transfer of the property by way of negotiated agreement. Staff will continue to pursue discussions with the County, regardless of the City Council's actions with respect to the proposed Resolution, in an attempt to reach mutually agreeable terms for such a negotiated transfer. The amount of compensation due for the property interests involved is not a subject

Resolution of Necessity for Acquisition of Drainage Easement
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Page 6

of the Resolution, and therefore not before the City Council as an issue to be considered as part of this Resolution.

Additional Finding: Proposed Use Does Not Interfere with Existing Public Uses and/or Is More Necessary Than Those Public Uses.

As noted above, the property interest to be acquired is located in the area of existing drainage improvements and within the Felicita Regional Park. The proposed improvement of the existing drainage facilities with the proposed improvements will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future. Moreover, to the extent that the proposed use will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the proposed use is more necessary in that it will enhance the efficiency of the current facilities which are undersized and deficient.

The County Was Given Notice and Has the Right to Appear and Be Heard.

On or about October 29, 2021, a notice of this hearing was sent by first class mail to the County. A copy of that letter is attached to this Report as Attachment "2". The notice states the City's intent to consider the adoption of a Resolution of Necessity and provides that the County, as the owner of the Subject Property, has the right to appear and be heard on the issues outlined above. The notice further provides that failure to file a written request to appear would result in a waiver of the right to appear and be heard.

On November 19, 2021, the County submitted a letter requesting to be heard and outlining its objections to adoption of the Resolution of Necessity. A copy of that letter is attached to this Report as Attachment "3". In the letter, the County states that it "recognizes the importance of appropriately conveying the drainage off Felicita Road and is supportive of the concept of diverting the drainage to a drainage structure in the Park. As a result, the County has never denied the request to provide an easement to either the City or the Project applicant." The County represents that its "intention has always been to work with the City and Project applicant to find a suitable agreement where the Project can proceed forward."

Nonetheless, the County contends that "at this time, the County does not concur with the easement description or proposed offer, as the City has not provided adequate information to allow the County to determine whether the easement area is adequate or if the increased drainage to the Park will cause harm to recreational, biological, and cultural resources." As the County letter acknowledges, the parties have been in protracted discussions since 2015. The County has continued to insist on additional analysis beyond what was done prior to approval of the Oak Creek Project and the FEIR. The County failed to challenge the FEIR and has since continued to insist on revisiting various issues, including demands for further hydrological analysis reports, that should have been resolved and/or litigated before the Oak Creek Project got under way.

Resolution of Necessity for Acquisition of Drainage Easement
 December 1, 2021
 Page 7

ENVIRONMENTAL REVIEW:

Compliance with the California Environmental Quality Act has been satisfied. Specifically, the District served as the lead agency for purposes of completing and publicly circulating an Environmental Impact Report, which comprehensively analyzed the Project's potential environmental impacts. On or about August 7, 2014, the City released a draft EIR ("DEIR") for the Project. On January 7, 2015, the City completed a Final EIR ("FEIR") for the Project. The City approved the FEIR and Oak Creek Project on March 4, 2015. The certified FEIR for the Oak Creek Project conclusively determined that the Project would have no significant environmental impacts on Felicita Park.

CONCLUSION:

The City Council has the option of either adopting, or refusing to adopt, the proposed Resolution. If the Resolution is adopted, City staff and Special Counsel will proceed to initiate eminent domain proceedings, which ultimately would lead to a determination of the fair market value of the property interests proposed to be taken through court proceedings. If the City Council does not adopt the Resolution, the City can either (i) commit to acquiring the identified Subject Property from the owner only by negotiated acquisition; (ii) decide not to implement the Project; or (iii) provide alternative direction to staff. Based on all the foregoing, and on the matters recited in more detail in the Resolution itself, City Staff requests that the City Council adopt the Resolution of Necessity.

Pursuant to State law, the Resolution must pass by a 2/3 vote thereby requiring at least four councilmembers to affirmatively vote to adopt the resolution.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Michael McGuinness, City Attorney
 11/24/21 11:48 a.m.

ATTACHMENTS:

1. Attachment "1" - Letter to Brooke Miller at the County of San Diego dated September 17, 2021, regarding the City of Escondido's Offer to Purchase a portion of Assessor's Parcel No. 238-380-6-00.
2. Attachment "2" - Letter to the County of San Diego dated October 29, 2021, giving Notice of Hearing Re: Adoption of Resolution of Necessity to Acquire Property by Eminent Domain (California Code of Civil Procedure section 1245.235).
3. Attachment "3" - Letter from County of San Diego, Department of Parks and Recreation, dated November 12, 2021, regarding Notice of Hearing Re: Adoption of Resolution of Necessity to Acquire Property by Eminent Domain (California Code of Civil Procedure section 1245.235), Escondido, California (APN 238-380-06-00).
4. Resolution No. 2021-174R of the City Council of the City of Escondido Declaring That Acquisition of a Drainage Easement In Certain Real Property By Eminent Domain is Necessary to Expand

Resolution of Necessity for Acquisition of Drainage Easement
December 1, 2021
Page 8

the Existing Drainage Facilities Located at the North End of the Felicita County Park in
Connection with the Previously Approved Oak Creek Project.

5. Resolution No. 2021-174R- Exhibit "A"

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Los Angeles
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Manhattan Beach
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James B. Gilpin
(619) 525-1341
james.gilpin@bbklaw.com
File No. 60316.00010

September 17, 2021

VIA E-MAIL

Brooke Miller
County of San Diego
1600 Pacific Hwy, Room 500
San Diego, California 92101
brooke.miller@sdccounty.ca.gov

Re: Offer for Acquisition of Drainage Easement for Drainage Improvements

Dear Brooke:

As you know, the City of Escondido is seeking to acquire a drainage easement from the County of San Diego to allow for expansion of the existing drainage facilities located at the north end of Felicita County Park. The parties have been engaged in protracted discussions which have not resulted in a resolution. My hope is that some wisdom will prevail and the parties will find a way to resolve the issues in the interest of the public. This letter includes an offer to acquire a drainage easement and addresses why a watercourse permit is not necessary.

The City is seeking to acquire a 1,780 square foot drainage easement, which is slightly trapezoidal in shape. I have attached a legal description and depiction of the proposed drainage easement. The proposed easement and use is consistent and compatible with the existing drainage facilities. The existing 72" drainage pipe under Felicita Road is insufficient to handle the historic runoff from the east side of Felicita Road. This results in water flooding and running across Felicita Road from time to time. As noted in the "Oak Creek Downstream Impact Analyses; Felicita Park" report (the "Downstream Impact Report") prepared by Hunsaker & Associates, the flooding in this area is a historic condition and the existing facilities under Felicita Road are insufficient to handle the runoff in the area.

To resolve the insufficiency of the existing 72" pipe, the developer (KB Home) plans to install a second 60" diameter drainage pipe parallel to the existing pipe. An approximately 13' x 19' concrete headwall will be constructed and large boulder rip rap will be placed in the easement area west of the drainage pipes. There are no structural improvements within the proposed easement area. There are a few large trees in the vicinity of the easement, with only one grouping

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September 17, 2021
Page 2

of oak trees located at the extreme southeasterly corner of the proposed drainage easement area. Accordingly, the City believes the proposed improvements are compatible with the existing drainage facility and will alleviate the hazards associated with the historic condition.

The drainage facilities were included as part of the environmental review for the Oak Creek Project. The City released a draft EIR ("DEIR") for the Oak Creek Project in August of 2014. The Oak Creek Project is located on 43.73 acres originally within the unincorporated area of San Diego County which was annexed into the City of Escondido. In a letter dated September 19, 2014, the County submitted comments in response to the DEIR. In relevant part, the County specifically highlighted potential impacts of the proposed drainage improvements, noting:

The project proposes to improve an existing drainage facility under Felicita Road. A portion of the improved facility is located on County-owned land (Felicita County Park). In addition, a public storm drain easement is proposed for the outlet and associated rip rap dissipater within Felicita County Park. This would result in conversion of park land for non-park purposes. Therefore, the County of San Diego should be compensated for the conversion per the California Park Preservation Act. It is imperative that any proposed mitigation first be coordinated with County [Department of Parks and Recreation] to ensure it is acceptable.

On January 7, 2015, the City completed a Final EIR ("FEIR") for the Project which incorporated responses to the County's DEIR comments. In its responses, the City unequivocally concluded that "[t]he Project will not result in significant impacts to Felicita Park." The City also specifically addressed the County's concerns regarding loss of park land due to proposed drainage improvements, stating:

The Project is not proposing use of any portion of Felicita Park for non-park purposes and therefore the City is not required to offer compensation.... The Project proposes improving an existing drainage facility located under Felicita Road.... This portion of the park is already used for storm drain/drainage purposes and thus is not being converted for non-park purposes.

In a January 27, 2015, response letter, the County noted continuing concerns regarding the FEIR's analysis of Project impacts to Felicita Park, stating "[i]n review of the Final EIR, County Department of Parks and Recreation (DPR) staff has expressed concerns that comments regarding drainage improvements, easements on park property, park user access and pedestrian safety provided in the September 29, 2014 comment letter ... regarding the Draft EIR for the Oak Creek



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September 17, 2021
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Residential Project have not been adequately addressed in the FEIR.” The County further requested “that the City and the project applicant consider further discussion with DPR staff to resolve concerns associated with park user access, conversion of usable park lands to facilitate infrastructure and location of mitigation for associated impacts.” The County concluded that resolution of remaining issues “will need to be worked out with DPR, as the owner and manager of the Park, prior to the County agreeing to future easements and/or infrastructure improvements in parkland areas.” The City certified the FEIR and approved the Oak Creek Project on March 4, 2015.

On April 12, 2019, KB Home purchased the Oak Creek Property, subject to the existing Oak Creek Project entitlements. KB Home immediately began the process of satisfying conditions for City approval of a final subdivision map. As part of the City engineering Plan Check and approval of the Final Map for the Oak Creek subdivision, the City had requested a letter from the County agreeing with the concept of channeling flow through upsized culverts, proposed to be constructed under Felicita Road, through Felicita County Park.

As part of this process, KB Home initiated discussions with the County regarding installation of off-site drainage improvements under Felicita Road and on County property, as contemplated by the FEIR and tentative subdivision map. During these discussions, the County notified KB Home that it would need to obtain a Watercourse Permit for the proposed improvements. It is unclear whether KB Home submitted its application for a Watercourse Permit. KB Home contends that it submitted an application and paid associated permit fees in March 2019. The County contends that KB Homes never submitted an application and only submitted pre-application technical studies. Nonetheless, the City does not believe a Watercourse Permit is necessary.

The existing drainage pipe discharges into Oak Creek, which the County acknowledges is an existing watercourse.¹ The proposed easement area is located within the watercourse. While Section 87.603 of the County Ordinance provides that no person shall “construct, alter or remove any flood control or storm water drainage structure, facility or channel of or in a watercourse” or “construct or place any structure in, upon or across a watercourse,” Section 87.604 provides that Section 87.603 does not apply to:

¹ The San Diego County Code defines “Watercourse” as “any surface water body in which waters from a tributary drainage area of 100 acres or larger flow in a definite direction or course, either continuously or intermittently, and any area adjacent thereto which is subject to inundation from a 100-year flood. Watercourse includes any arroyo, canal, channel, conduit, creek, culvert, ditch, drain, gully, ravine, reservoir, stream, wash, waterway or wetland.”



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Page 4

Repair, reconstruction or improvement to existing structures, provided it: (aa) is not a substantial improvement (as defined in Section 87.602(d)); (bb) is designed and anchored to prevent flotation, collapse or lateral movement of the structure; (cc) uses construction materials and utility equipment that are resistant to flood damage; and (dd) uses construction methods and practices that will minimize potential flood damage.

The City believes the proposed improvements are not a substantial improvement and fall within the exemption provided by Section 87.604.

If the County doesn't agree, the City requests that, at a minimum, the parties defer the issue whether a Watercourse Permit is required until after the drainage easement is acquired, but before the facilities are installed. The City wants to acquire the drainage easement so that KB Home can proceed with completing the offsite improvements. Belaboring the permit issue only delays the inevitable need for the improved drainage facilities to alleviate the historic flooding condition identified in the Downstream Impact Report.

To that end, the City has obtained an appraisal of the easement area, a copy of which is attached. Based upon the fair market value established by the appraisal, the City is offering to pay the County \$1,450 to acquire the proposed easement. It is the City's hope that the parties can work out an agreement for the acquisition of the easement.

While you and the County are familiar with the eminent domain process, I have enclosed an informational pamphlet explaining the process in accordance with Government Code section 7267.2, subdivision (a)(2). The City has made no decision to exercise its powers of eminent domain and can do so only after it holds a public hearing at which time the County would be given a right to be heard on the issues set forth in Section 1240.030 of the Code of Civil Procedure.

Pursuant to Code of Civil Procedure section 1263.025, the County is entitled to reimbursement from the City for the reasonable costs, not to exceed \$5,000, for an independent appraisal, should the County retain an appraiser. In order to receive this reimbursement, the independent appraisal can only be conducted by an appraiser licensed by the Office of Real Estate Appraisers.



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I hope that the County will see the wisdom in the two public agencies working out the acquisition of the drainage easement to allow the improvements to the existing drainage facilities to be made in order to alleviate the historic flooding conditions that result from the existing insufficient facilities owned and maintained by the County.

Please call me if you have any questions or would like to discuss.

Sincerely,

James B. Gilpin
of BEST BEST & KRIEGER LLP

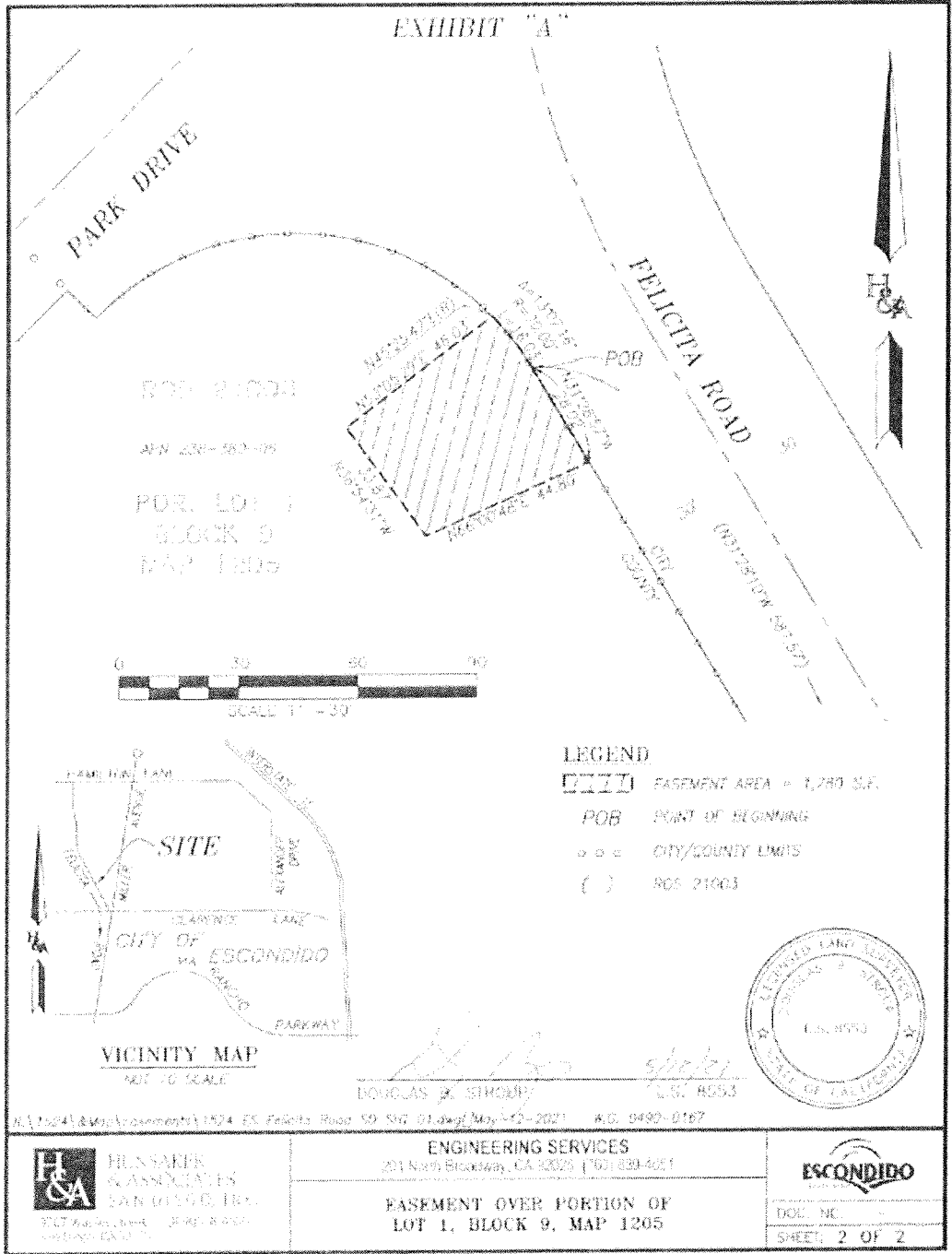
JBG:jvs

cc: Kurt G. Whitman, Esq. (via email kwhitman@escondido.org)

Enclosures:

1. Legal Description & Depiction
2. Appraisal Report

Proposed Drainage Easement – Felicita County Park



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Irvine
(949) 263-2600
Los Angeles
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Manhattan Beach
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James B. Gilpin
(619) 525-1341
james.gilpin@bbklaw.com
File No. 60316.00010

October 29, 2021

VIA E-MAIL & 1ST CLASS MAIL

County of San Diego
Attention: County Clerk
1600 Pacific Hwy, Room 500
San Diego, California 92101

Re: Notice of Hearing Re: Adoption of Resolution of Necessity to Acquire Property by Eminent Domain (California Code of Civil Procedure section 1245.235), Escondido, California (APN 238-380-06-00)

Dear County Clerk:

On September 17, 2021, the City of Escondido ("City") made an offer to the County of San Diego ("County") to purchase a drainage easement interest in certain real property owned by the County, located at the south corner of Felicita Road and Park Drive in the City of Escondido, otherwise known as a portion of Assessor's Parcel Number 238-380-06-00 (hereafter, "Subject Property"). The purchase is necessary to expand the existing drainage facilities located at the north end of the Felicita County Park, in connection with the previously approved Oak Creek Project ("Project").

Please be advised that on **December 1, 2021, at 5:00 p.m.**, or as soon thereafter as the matter can be heard in the City Council chambers located at City Hall, 201 North Broadway, Escondido, California 92025, the City Council will consider the adoption of a Resolution of Necessity authorizing the City to acquire the Subject Property, described in "Exhibit A" and depicted in "Exhibit B," through eminent domain proceedings.

The County has the right to appear and be heard before the City Council at the hearing on the following matters and issues, and to have the City Council give consideration to any testimony and other information and evidence that may be offered by the County with respect to the following issues, stated in Code of Civil Procedure section 1245.230(c), prior to deciding whether or not to adopt the proposed Resolution of Necessity:

- a. Whether the public interest and necessity require the proposed Project;



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b. Whether the proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

c. Whether the Subject Property sought to be acquired by eminent domain is necessary for the proposed Project;

d. Whether the pre-condemnation offer required by Government Code Section 7267.2, together with the accompanying statement and summary of the basis for the amount established as just compensation, was made to the owner(s) of record;

e. Whether the City has statutory authority to acquire the Subject Property by eminent domain; and

f. Whether the City has observed all required procedures, and taken all legally required actions, to acquire the Subject Property by eminent domain.

If the County wishes to appear at the hearing and be heard on the matters referred to above, the County must file a written request with the City Clerk, City Hall, 201 North Broadway, Escondido, California 92025, within fifteen (15) days after this notice was mailed. The date of the mailing of this notice is set forth above.

PLEASE NOTE: Failure to file a written request to appear and be heard will result in a waiver of the right to appear and be heard. The City is not obligated to give an opportunity to appear and be heard to any person who fails to file a written request.

If the Resolution of Necessity is adopted and the County intends to challenge in court any of the issues or matters or determinations listed above, including in any subsequent eminent domain proceeding, the County may be limited to raising only those issues and relying only upon such testimony and other information and evidence that is presented to the City Council prior to or at the hearing. Notwithstanding the foregoing, the County's election to not appear at the Resolution of Necessity hearing will not waive the County's right to claim greater compensation in a court of law than the amount of the City's pre-condemnation purchase offer.

If the City Council elects to adopt the Resolution of Necessity, then within six (6) months of adoption of the Resolution of Necessity, the City will commence eminent domain proceedings in Superior Court. If the County and the City do not agree on the amount of just compensation to be paid, the County has the legal right to have the compensation amount determined by the court or a jury.



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ATTORNEYS AT LAW

County of San Diego
October 29, 2021
Page 3

Should you have any questions with regard to this matter, please do not hesitate to contact me at 619-525-1341.

Sincerely,



James B. Gilpin
of BEST BEST & KRIEGER LLP

cc: Brooke Miller, County Counsel (via email Brooke.Miller@sdcounty.ca.gov)
Michael R. McGuinness, City Attorney (via email mmcguinness@escondido.org)

Enclosures: Legal Description & Depiction

EXHIBIT A

Proposed Drainage Easement – Felicita County Park

EXHIBIT "A"
EASEMENT
LEGAL DESCRIPTION

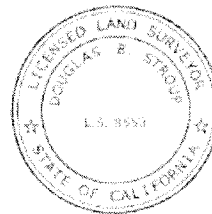
THAT PORTION OF LOT 1 BLOCK 9 OF HOMELAND ACRES ADDITION TO ESCONDIDO IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1205 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY SEPTEMBER 1, 1988, SHOWN ON RECORD OF SURVEY NO. 21003 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JUNE 11, 2011, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN COURSE SHOWN ON SAID RECORD OF SURVEY NO. 21003 NORTH 31°28'12" WEST, 587.57 FEET THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 31°28'57" EAST, 28.07 FEET THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 65°50'48" WEST, 44.80 FEET; THENCE NORTH 35°54'31" WEST, 33.87 FEET; THENCE NORTH 53°03'29" EAST, 46.03 FEET TO A POINT ON SAID NORTHEASTERLY LINE, BEING THE BEGINNING ON A NON-TANGENT 70.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 45°25'47" EAST, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'16", A DISTANCE OF 16.03 FEET TO THE POINT OF BEGINNING

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 1.780 SQUARE FEET, MORE OR LESS



DOUGLAS E. STROUP P.L.S. 5553
HUNSAKER & ASSOCIATES SAN DIEGO, INC



PAGE 1 OF 2

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County of San Diego

NOV 12 PM 6:59:56
ESCONDIDO CITY CLERK

BRIAN ALBRIGHT
DIRECTOR
(858) 966-1301

DEPARTMENT OF PARKS AND RECREATION

5500 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CA 92123
Administrative Office (858) 694-3030
www.sdparks.org

City Clerk, City Hall
201 North Broadway
Escondido, CA 92025

RE: Notice of Hearing Re: Adoption of Resolution of Necessity to Acquire Property by Eminent Domain (California Code of Civil Procedure section 1245.235), Escondido, California (APN 238-380-06-00)

Dear City Clerk,

The County of San Diego (County) is in receipt of your Notice of Hearing RE: Adoption of Resolution of Necessity to Acquire Property by Eminent Domain, dated October 29, 2021, from your legal counsel, Mr. James B. Gilpin of Best, Best & Krieger (Notice). This letter serves as the County’s official request to appear and be heard at the December 1, 2021, City of Escondido (City) hearing per the requirement in the Notice. The County requests that the City Council deny the request for adoption of a Resolution of Necessity authorizing the City to acquire the County’s property as described in “Exhibit A” and “Exhibit B” in the Notice and require that City staff to continue to negotiate with the County to come to an amicable resolution.

The County has been working in good faith with the City since 2015 on the Oak Creek Project (Project) to analyze the request for the drainage easement over the Felicita County Park (Park). The County recognizes the importance of appropriately conveying the drainage off Felicita Road and is supportive of the concept of diverting the drainage to a drainage structure in the Park. As a result, the County has never denied the request to provide an easement to either the City or the Project applicant. However, at this time, the County does not concur with the easement description or proposed offer, as the City has not provided adequate information to allow the County to determine whether the easement area is adequate or if the increased drainage to the Park will cause harm to recreational, biological, and cultural resources.

The Park is approximately 346 acres, and features natural, cultural, and recreational resources that are enjoyed by thousands of residents per year. Additionally, due to the rich Native American history and cultural resources on site, the Park is on the National Register of Historic Places. The County’s intention has always been to work with the City and Project applicant to find a suitable agreement where the Project can proceed forward, while also minimizing the impact to the Park and where an impact is unavoidable,



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identifying the appropriate mitigation. By proceeding forward with the adoption of a Resolution of Necessity, the City is not recognizing the Park's non-renewable, sensitive resources and affording the County the opportunity to fully understand the impact to the Park because the scope of the needed easement is ill-defined and likely understated. Without first addressing these issues, the City has not and cannot meet its obligations under Government Code section 7267 *et seq.* and Code of Civil Procedure section 1245.210 *et seq.* before adopting a Resolution of Necessity for at least the following reasons:

- 1) Since the scope of the requested easement is likely inadequate to ensure proper maintenance and management of drainage and impacts to resources in the remainder of the Park have not been fully studied and no or inadequate compensation has been offered for damages to the remainder, the City has not offered just compensation.
- 2) Without adequate analysis and potential mitigation of impacts to the Park from increased drainage and a sufficient easement to ensure proper maintenance of the easement acquired, the City cannot show that the drainage easement is in the public interest, let alone "more necessary" than the existing park use, or that the proposed project is planned or located in a manner that will be most compatible with the greatest public good and least private injury.
- 3) Without fully assessing and compensating the County for the impacts of increased drainage in the Park and acquiring a sufficient easement to handle increased flows, the City cannot meet its obligations under the Park Preservation Act, Public Resources Code section 5400 *et seq.* to provide "sufficient compensation" to pay for the loss of parkland and facilities thereon or obtain any required State approval pursuant to the conditions of the Land & Water Conservation Fund Grant for the Park which gives the Secretary of the Interior the authority to reject the conversion of parkland to a non-park use unless adequate compensation has been paid for the loss of parkland.
- 4) The City impermissibly delegated authority to KB HOME Coastal Inc. (KB) in a manner that prohibits the City from meeting its pre-condemnation and other statutory obligations and thereby prohibits the City from fully and fairly addressing the County's concerns about impacts to the Park from increased drainage when it entered into a Subdivision Improvement Agreement dated December 9, 2020 with KB wherein it delegated "sole and absolute" discretion to KB over "the cost of environmental reviews or studies, County fees, County charges, County deposits, County processing costs, or other County compensation of any kind (other than the value of the Offsite Property Interest)...."
- 5) Without adequate analysis of potential impacts to the Park from increased drainage and a fair assessment of the scope of the drainage easement needed, the County cannot make the findings necessary per Section 87.601 *et seq.* of the San Diego County Code of Regulatory Ordinances to issue a Watercourse Permit for the proposed work on Park property within the unincorporated county.

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The County has sent letters to the City and Project applicant to assert our request for additional information and the process by which the Project can obtain the proper permits and approvals by the County. For reference, attached are the previous letters sent on July 3, 2013, May 23, 2014, September 29, 2014, January 27, 2015, August 9, 2019, November 19, 2019, and April 5, 2021. In addition, the County has met numerous times with the City and Project applicant to further discuss the Project and the County's requests. The County incorporates these previous written and oral communications into this response by this reference.

To summarize, our previous correspondence requested a description of the total area needed to accommodate the Project together with any modifications, additional components and/ or ongoing maintenance that would reasonably be necessary to address the impacts of increased drainage into the Park. The County's previous correspondence requested further analysis of the downstream impacts of the Project to determine whether requirements to reduce or mitigate downstream impacts can be accommodated within the proposed easement area. Additionally, to assess the Project's potential to result in flood damage and other adverse impacts to the Park's recreational, biological, and cultural resources, the County previously requested an updated hydrology and scour report, a cultural report and a biological report and development of Best Management Practices. The City represented that the 2019 study ("Oak Creek Downstream Impact Analysis; Felicita Park") prepared by Hunsaker & Associates was updated to reflect the correct configuration of the proposed project. However, the City has not to date provided a separate scour report, cultural report, biological report, or an analysis of the proposed Best Management Practices.

The County contracted for review of the updated 2019 study ("Oak Creek Downstream Impact Analysis; Felicita Park") prepared by Hunsaker & Associates. Based on the attached report, dated September 3, 2021, the County's consultant determined that the information provided is inadequate to determine either:

- a. That the proposed easement area would be adequate to accommodate access and ongoing maintenance of the Project; or
- b. That the proposed easement area would be adequate to ensure the Project can avoid or mitigate downstream impacts due to added potential flooding.

Our previous correspondence requested a description of future maintenance responsibilities and requirements for access. This information was not provided. However, based on the County's experience, an estimated minimum 16' maintenance access road with turnaround or hammerhead would be necessary for maintenance of the Project. In addition, the sloped area located between the road and culvert shown below may require additional area not currently included in the proposed easement area. The County has raised concerns about the extent of the easement because the County wants to make sure the City has sufficient property rights to ensure the proper maintenance of the drainage easement.

As set forth in the attached report, the County's consultant found that the 2019 report has several deficiencies and requires revision to adequately determine Project impacts within the Park. Therefore, based on the current information provided by the City and the

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analysis conducted by the County's consultant indicates that the easement area is likely insufficient and will need to be expanded to accommodate access for maintenance of the culvert after the improvements are conducted and to accommodate the areas downstream needed for mitigation of the potential impacts. Accordingly, the County cannot concur with the proposed easement.

To date, the information provided by the City is not adequate to determine downstream impacts and therefore the County cannot determine whether the proposed easement area is adequate to accommodate the Project drainage or fairly assess the potential impacts of increased drainage on the Park. Without this additional information, the City has not and cannot meet its pre-condemnation obligations or satisfy requirements under State law and County Code related to parkland preservation and watercourse grading. The County reiterates its request for a scour analysis, biological and cultural resources report to determine whether the Project, together with any mitigation measures, Best Management Practices, modifications, additional components and/ or ongoing maintenance that would be necessary pursuant to County Code, can be accommodated within the proposed easement area. As stated above, the County has and will continue to work with the City in good faith to try and help facilitate the completion of Project drainage improvements, but requests that the City take the reasonable steps requested by the County to ensure the recreational, biological, and cultural resources in the Park are adequately preserved, and that fair compensation is paid for what is ultimately taken or damaged. County staff is available to continue to work with the City to submit the information described herein and determine the appropriate scope of the easement area in a timely fashion.

Should you have any questions or concerns about this letter, please feel free to contact Deborah Mosley, Chief of Resource Management, at Deborah.Mosley@sdcounty.ca.gov or (858) 444-5711.

Sincerely,

Renee Hilton
Digitally signed by Renee
Hilton
Date: 2021.11.12
14:13:01 -08'00'

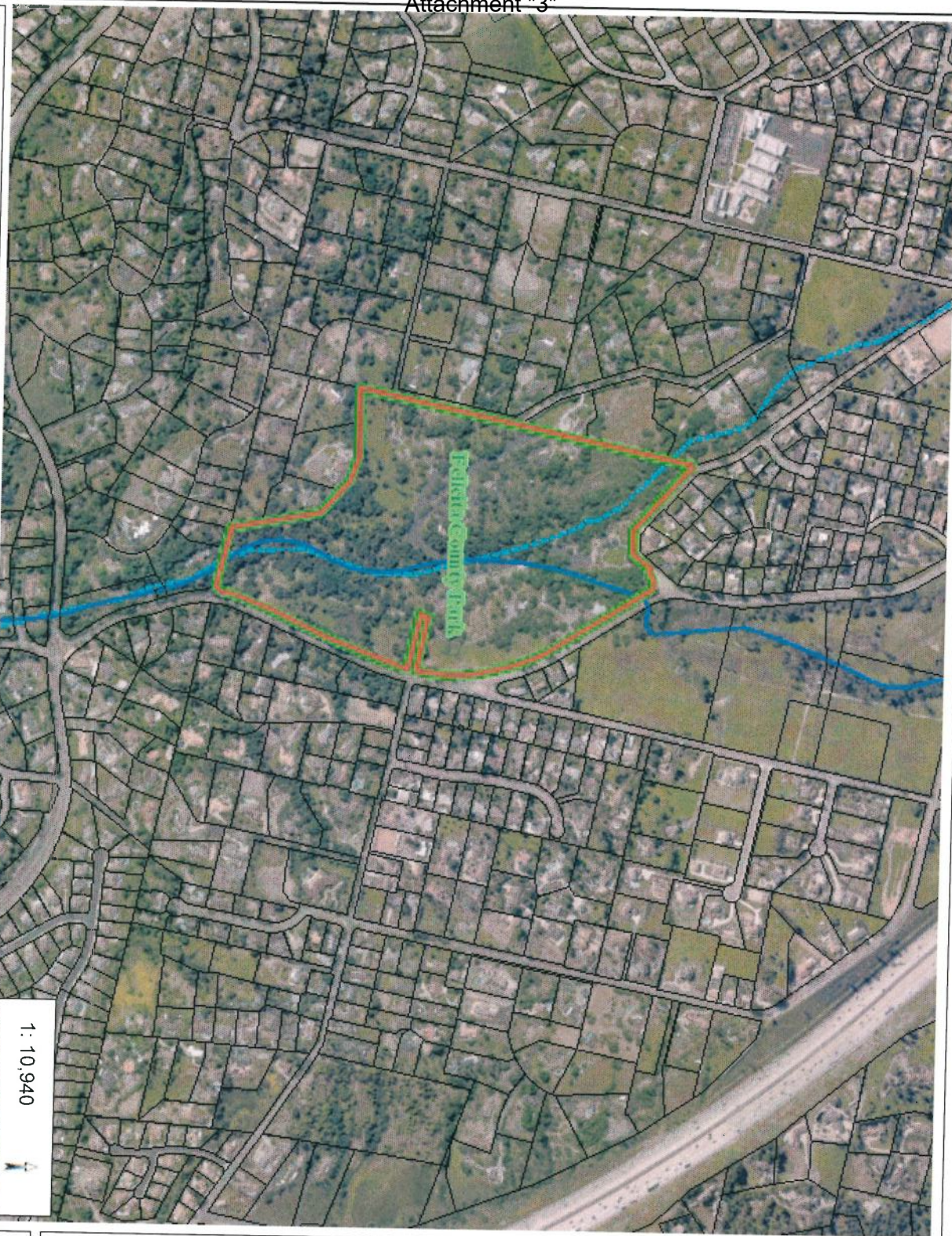
Brian Albright, Director

e-mail cc:

James B. Gilpin, Best Best & Krieger
Michael R. McGuinness, City Attorney
Thomas Bosworth, County Counsel
Kathleen Flannery, County Planning & Development Services
Mark Slovick, County Planning & Development Services
Jacob Armstrong, County Planning & Development Services
Rich Whipple, County Department of Public Works



Felicita County Park - Hydrology



WGS_1984_Web_Mercator_Auxiliary_Sphere
 Department of Parks and Recreation - The Upside of Outside

1 : 10,940



This map is a user-generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



- Legend**
- County Owned and Managed Lands
 - Assessor Parcels
 - Rivers
 - Creeks and Streams

Notes



County of San Diego
PLANNING & DEVELOPMENT SERVICES

MARK WARDLAW
Director

DARREN GRETLER
Assistant Director

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 TOLL FREE (800) 411-0017
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July 3, 2013

Bill Martin
 City of Escondido
 Planning Division
 201 North Broadway
 Escondido, California 92025-2798

Via email to Bmartin@ci.escondido.ca.us

**PRELIMINARY COMMENTS ON THE CITY OF ESCONDIDO OAK CREEK VESTING
 TENTATIVE MAP / GRADING EXEMPTION**

Dear Mr. Martin:

The County of San Diego has received and reviewed the project description and preliminary map/site plan for the Oak Creek Vesting Tentative Map / Grading Exemption dated May 8, 2013. Based on the information received, it appears the project is assuming future annexation into the City of Escondido (City) to accommodate development of 65 residential lots on 41.4 acres, with 13.9 acres of dedicated open space. The County is a responsible agency under CEQA Section 15381 and has identified potentially significant environmental issues that may have an effect on the unincorporated lands of San Diego County.

County staff has reviewed these documents and is providing comments to foster early coordination. Please note that staff's review and comments should not be construed as County support for the project or the annexation. County Planning & Development Services (PDS), Department of Parks and Recreation (DPR), and Department of Public Works (DPW) have reviewed the proposal and have the following preliminary comments.

GENERAL COMMENTS

1. Based on a cursory review of the potential environmental impacts associated with the proposed project, the County believes that significant adverse effects may occur. As

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such, an Environmental Impact Report (EIR) may be the appropriate CEQA document for this project.

2. The County of San Diego, Land Use and Environment Group has developed Guidelines for Determining Significance that are used to determine the significance of environmental impacts and mitigation options for addressing potentially significant impacts in the unincorporated portions of the County of San Diego. Project impacts that could have potentially significant adverse effects to the unincorporated County or County facilities should evaluate and mitigate environmental impacts using these guidelines, available online at: <http://www.sdcountry.ca.gov/dplu/procguid.html#guide>.
3. In terms of long-range planning, this project does not represent an orderly annexation. There is a substantial amount of County unincorporated land area that is located closer to the City, including land in between the proposed project site and the City boundary (see Figure 1 below). LAFCO requires that the annexation area be contiguous with the city. The County is concerned that the Oak Creek annexation would further fragment the area of unincorporated land.

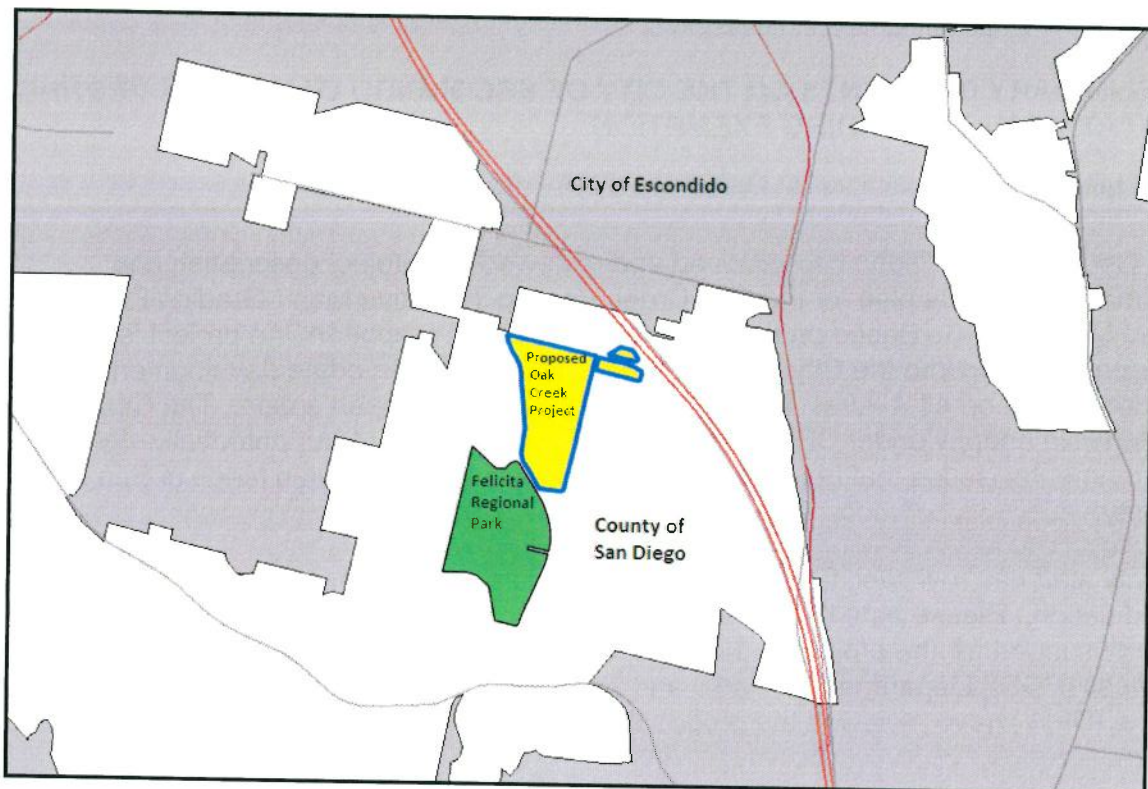


Figure 1

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4. The developer/City should consider including full access to Hamilton Lane from Private Road "A" and/or Private Road "B" to allow for better circulation. Both the County General Plan and the County Subdivision Ordinance encourage this type of connectivity.
5. General environmental issues that should be evaluated for this project include: growth inducement, aesthetics, air quality/greenhouse gas emissions, biological resources, cultural resources, fire hazards, flood hazards, hydrology/drainage, land use, traffic/roads, and potential impacts from utilities.

FLOOD CONTROL

6. Per Sec. 811.401.4 of the Flood Damage Prevention Ordinance (FDPO), the developer should identify regulatory floodplain limits for both pre- and post-development conditions.
7. Approximately 30 of the proposed lots currently have floodplain impacts. If proposed work will change the existing floodplain boundary, then a CLOMR/LOMR would be required in accordance with Sec. 811.503(b) of the FDPO.
8. A drainage report should be prepared that shows the effects of the project on offsite flows and demonstrates the work that will be done. Any proposed basins should be discussed in this report.
9. The drainage report should clarify the future of the public roads adjacent to the proposed development (Felicita Road, Hamilton Lane and Miller Avenue) in terms of whether or not they will be annexed to the City.
10. There are currently drainage facilities within Felicita Road, Hamilton Lane, and Miller Avenue that may be in need of improvement and/or upsizing. There are two identified as Drainage Master Plan Facilities that are significantly deficient (52" in Hamilton Lane and 72" in Felicita Road).
11. Any existing or proposed easements dedicated/accepted by the San Diego County Flood Control District located within the boundary of the annexation will automatically transfer and vest solely with the City of Escondido upon annexation.

MULTIPLE SPECIES CONSERVATION PROGRAM (MSCP) PLANNING / BIOLOGY

12. Parcels 238-110-25, 238-110-35, 238-370-01, 238-370-04, and 238-370-05 are in the County's Draft North County MSCP Plan area. The County anticipates having the Plan adopted in about two years, which will include "take" permits for federal and

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state listed species and other sensitive biological resources that are covered by the North County Plan. The intent of the Draft Plan is to conserve the habitat of numerous species within a preserve system, known as the Pre-approved Mitigation Area (PAMA), where conservation of natural lands will be concentrated. The parcels proposed to be annexed are outside the PAMA and will not be part of the County's MSCP preserve system; however, impacts to biological resources will require mitigation.

13. The City is part of the Multiple Habitat Conservation Program (MHCP). The MHCP was adopted by the cities of Carlsbad, Encinitas, Escondido, Oceanside, San Marcos, Solana Beach, and Vista in 2003. Each city, except Solana Beach, was to prepare a subarea plan under the MHCP to implement specific policies and obtain an incidental take permit. The City of Escondido prepared a draft Subarea Plan dated 2001, which has not been adopted. Therefore, the City does not have a permit to take (impact) federally or state listed species and does not have city-specific conservation policies. The City of Escondido's and the County's Draft Plans should be considered as part of any proposed annexation.
14. The San Diego ambrosia (*Ambrosia pumila*), Coronado skink, coastal cactus wren and least Bell's vireo are listed and otherwise sensitive species that have been observed in the vicinity of the proposed project. The County's North County Plan is expected to cover the San Diego ambrosia, coastal cactus wren and least Bell's vireo. Information about the Coronado skink's occurrence in the Plan area is lacking and, therefore, it may not be covered. The proposed project site should be thoroughly surveyed by a County-approved biologist(s) to determine which biological resources occur on the property and to analyze proposed project impacts and develop appropriate mitigation measures.
15. The proposed project site is surrounded by unincorporated parcels and is north of and across Park Drive from Felicita County Park. Oak Creek flows south through the project site and on through Felicita County Park to Lake Hodges. Felicita County Park features 53 acres of dense oak groves that connect to riparian forest on the proposed project site. The tree species that comprise the riparian forest on the project site are probably mostly oaks (*Quercus* spp.) and willows (*Salix* spp.). From aerial photographs, the project site outside the riparian forest appears to be agriculture, though the County's GIS vegetation layer shows grasslands bounded on the east and west by riparian forest in the northwestern corner of the project site. The riparian forest on the site is the northern part of an extensive network of riparian and oak habitats that extend to open space lands to the south that are owned by the San Dieguito River Valley Regional Open Space Park (SDRVROSP). Therefore, the proposed project site is almost at the northern end of what is likely a wildlife corridor from about I-15 to the SDRVROSP where the riparian corridor continues southward. The proposed project site should be thoroughly surveyed by a County-approved biologist(s) to determine if the riparian habitat, in particular, is used as a movement

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corridor by wildlife and to analyze proposed project impacts and develop appropriate mitigation measures.

PARKS AND RECREATION

16. If the property were to be annexed, there will be a fiscal impact to the County associated with the annexation of the property into the City of Escondido. The County's Park Lands Dedication Ordinance (PLDO) requires dedication of park land or payment of fees. The County recommends any park impact fees collected by the City in accordance with state law (The Quimby Act) be used to improve the adjacent DPR owned and managed Felicita Park, in order to reduce potential recreational impacts to Felicita Park to less than significant and to reduce the fiscal impact to the County as a result of annexation.
17. Please clarify whether pedestrian connectivity to Felicita Park is proposed as part of the project. If so, use impacts to Felicita Park should be analyzed and mitigation proposed (see comment 1 above). DPR has concerns regarding the most likely access from the proposed project to Felicita Park that will cross Felicita Road to a County park maintenance area. Any proposed pedestrian access should be on the east side of Private Street A (not the concrete apron on the west side) and connect to the dirt entrance to the park maintenance area. Signalization at Private Street A and Felicita Road should be considered for pedestrian safety. Current speed limits on Felicita Road will likely need to be analyzed for pedestrian crossing safety.
18. If Felicita Road is widened as a result of the proposed project, this could result in direct impacts and/or take of Felicita Park lands adjacent to the road. If it will be widened, please address any potential impacts to the Park and include suitable mitigation for any impacts to, or loss of Park lands (per the requirements of the Public Park Preservation Act). It is imperative that any proposed mitigation first be coordinated with County DPR to ensure it is acceptable to the County.
19. Please indicate whether any off-site trails or pathways are proposed as part of the new development. DPR recommends connectivity to the existing trails/pathways.
20. Please assess how the annexation of Felicita Road may impact the entryway into Felicita Park. Coordination with DPR is requested to avoid impacts. If impacts cannot be avoided, mitigation must be proposed.
21. Based on the project maps, it appears there is a sewer inlet within Felicita Road and a stormwater best management practices (BMP) feature leading into the road. Please indicate whether there will be road closures to Felicita Road or impacts to the roadway as a result of the project which could impact park user's access to Felicita Park.

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22. Please indicate whether there will be any off-site grading that will impact County owned lands.
23. Please verify who will manage the oak woodlands and open space areas within the proposed project area.
24. The Environmental document for this project should take into consideration the temporary construction and grading noise, air quality impacts, potential off-site stormwater discharge and cumulative traffic impacts to Felicita Park and its users.

TRANSPORTATION / TRAFFIC

25. The proposed annexation should improve Felicita Road, Hamilton Lane and Miller Avenue to their full public road standard specifications (i.e., road surfacing width, pathways/sidewalks, etc.) and the City of Escondido should assume maintenance responsibility.
 - Felicita Road is classified in the County [Mobility Element](#) as a Light Collector (2.2E) with Bike Lanes.
 - Hamilton Lane is not classified by the Mobility Element but is maintained by the County of San Diego.
 - Miller Avenue is not classified by the Mobility Element but is maintained by the County of San Diego.
26. The Oak Creek development would generate over 500 average daily trips (ADT) and should conduct a Focused Traffic Impact Study per the County's [Guidelines for Determining Significance](#) and [Report Format and Content Requirements](#).
27. The parcels in question were studied as part of the County's Transportation Impact Fee (TIF) program; therefore, the project should pay TIF to mitigate cumulative impacts within the unincorporated county.
 - If Escondido collects the required RTCIP amount (\$2,209) then the TIF rate shall be \$1,805 per single family unit.
 - North County Metro, Non-Village: $65 \times \$1,805 = \$117,325$
28. The proposed access point on Felicita Road (south of Park Drive) must meet County of San Diego Public Road Standards for intersection spacing and sight distance. In addition, it is unclear if the proposed access point will be gated. If the access is gated, adequate spacing between Felicita Road and the gate must be ensured to prevent vehicles queuing back onto Felicita Road.

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29. The Vesting Tentative Map appears to show two emergency access locations onto Hamilton Lane and only one main full access point on Felicita Road. Proposed project access should be reviewed by the County Fire Authority to ensure compliance with the Fire Code.

FIRE SAFETY

30. It appears that the internal proposed roads (Roads "A" and "B") exceed the maximum dead end road length allowed by the [County Consolidated Fire Code](#) (see Section 503.1.3).

31. As noted in Comment #4 above, the County would like the project to have a full access between internal roads and Hamilton Lane. If this is not feasible, then at minimum the developer should propose a full egress at Hamilton Lane where residents can exit on a regular basis. This will ensure an orderly evacuation in the event of an emergency.

The County of San Diego appreciates the opportunity to continue to participate in the environmental review process for this project. We look forward to receiving future environmental documents related to this project or providing additional assistance at your request. If you have any questions regarding these comments, please contact Mindy Fogg, Land Use Environmental Planner at (858) 694-3831 or email mindy.fogg@sdcounty.ca.gov.

Sincerely,



DARREN GRETLER, Assistant Director
Planning & Development Services

e-mail cc:

Sachiko Kohatsu, Policy Advisor, Board of Supervisors, District 3
Megan Jones, Group Program Manager, LUEG
Michael Ott, Executive Officer, LAFCO
Megan Hamilton, Group Program Manager, Department of Parks and Recreation
Richard Chin, Associate Transportation Specialist, Department of Public Works
Julia Quinn, Environmental Planning Manager, Department of Public Works
LeAnn Carmichael, Group Program Manager, Department of Public Works
Richard Lantis, Group Program Manager, Planning & Development Services

Mr. Martin
July 3, 2013
Page 8 of 8

Mindy Fogg, Land Use Environmental Planner, Planning & Development Services
Jason Han, New Urban West, Inc., jasonh@nuwi.com



County of San Diego

MARK WARDLAW
DIRECTOR
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DARREN GRETLER
ASSISTANT DIRECTOR
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(858) 694-2555

May 23, 2014

Bill Martin
City of Escondido
Planning Division
201 North Broadway
Escondido, California 92015-2798

Via e-mail to Bmartin@ci.escondido.ca.us

NOTICE OF PREPARATION OF A DRAFT ENVIRONMENTAL IMPACT REPORT FOR OAK CREEK RESIDENTIAL DEVELOPMENT (SUB 13-0002)

Dear Mr. Martin:

The County of San Diego (County) appreciates early coordination with the project applicant and the City of Escondido (City) on preparing an Environmental Impact Report (EIR) to fully evaluate and disclose all potential impacts for the proposed Oak Creek residential development.

The issues raised in the County's prior comment letters dated July 3, 2013, October 11, 2013 and March 25, 2014 still apply to this project and we ask that these comment letters be considered in preparation of the EIR. Please note that none of the comments in this, or previous letters, should be construed as support for the project or the annexation.

As detailed in our prior comment letters, the following is a summary of some key issues that should be addressed in the EIR:

- Adequate public ingress/egress points to the property and connectivity with the surrounding community;
- Flood control and drainage issues;
- Annexation issues, including the scope of adjacent street and facilities annexation;
- Impacts to Felicita County Park; and
- Adequate mitigation for direct and cumulative transportation impacts.

May 23, 2014

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The County also requests that any proposed traffic calming measures be clearly identified in the EIR and provided to County Department of Public Works (DPW), Traffic Engineering for review.

The County appreciates the ongoing coordination and opportunity to participate in the environmental review process for this project. We look forward to receiving future environmental documents related to this project or providing additional assistance at your request. If you have any questions regarding these comments, please contact Sheri McPherson, Land Use Environmental Planner, at (858) 694-3064, or via email at sheri.mcpherson@sdcounty.ca.gov.

Sincerely,



TODD SNYDER, Chief
Advance Planning Division

e-mail cc:

Sachiko Kohatsu, Policy Advisor, Board of Supervisors, District 3
Megan Jones, Group Program Manager, LUEG
Megan Hamilton, Group Program Manager, Department of Parks and Recreation
Sara Agahi, Senior Civil Engineering, Department of Public Works
Rene A. Vidales, Program Coordinator, Department of Public Works
Richard Chin, Associate Transportation Specialist, Department of Public Works
Julia Quinn, Environmental Planning Manager, Department of Public Works
Jason Han, New Urban West, Inc., jasonh@nuwi.com



County of San Diego

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September 29, 2014

Bill Martin
Deputy Planning Director
City of Escondido
201 North Broadway
Escondido, CA 92025

Via email to Bmartin@escondido.org

COMMENTS ON THE DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE OAK CREEK RESIDENTIAL PROJECT – SUB 13-0002 (SCH #2014041092)

Dear Mr. Martin,

The County of San Diego (County) has received and reviewed the Draft Environmental Impact Report (DEIR) for the Oak Creek Residential Project, dated August 11, 2014. The County appreciates early coordination with the project applicant and the City of Escondido (City) on preparing an Environmental Impact Report (EIR) to fully evaluate and disclose all potential impacts for the proposed Oak Creek residential development. County Planning and Development Services (PDS), Department of Public Works (DPW), Department of Environmental Health (DEH) and Department of Parks and Recreation (DPR) have completed their review and have the following comments. DEH does not normally make comments on EIR's when the project is served by public sewer and water but this project has special issues that need to be considered. Please note that none of the comments in this, or previous letters, should be construed as support for the project or the annexation.

General Comments

1. Known groundwater contamination from the Chatham Brothers Barrel Yard Site which originated approximately 1,600 feet to the northwest of the Oak Creek project underlies a portion of the proposed development site. This project is located within the San Diego Regional Water Quality Control Board's hydrologic basin, Felicita Hydrologic Sub Area. Currently there is a moratorium on the installation of new water wells (agriculture or potable) in this basin. The moratorium is based on California Well Standards Bulletin 74-81 and 74-90, Part II, Section 8. Well location with respect to Pollution and Contaminates and Structures. The County understands that the Developer had indicated that they were planning to record a prohibition of installing groundwater supply wells within the project footprint. This was not discussed in the DEIR and we believe that it should be included.

Mr. Bill Martin
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Project Description

2. Felicita Road, Hamilton Lane and Miller Avenue are within County jurisdiction. The project description discussion on annexation, Section 4.2.1, does not include any discussion on the annexation of these roads. In addition, the description of transportation and traffic existing conditions references the City of Escondido's General Plan Circulation Element road designations not the County's General Plan Circulation Element road designations. The project improvements for these roads, as described in the Specific Alignment Plan (Appendix A), assume that these roads will be within the City's jurisdiction. The DEIR should clarify those roads which will be annexed into, and maintained by, the City of Escondido.
3. In Section 4.2.2.8, 3rd paragraph, the description regarding the construction of a 12-inch water line in Hamilton Lane needs to be more complete. The description should include the extent of that line and who is responsible for the construction and how the project connects to the project to be consistent with Figure 4 of Appendix K. Please verify the water service connections for the project and include a description of who is responsible for the construction of a water control valve in Hamilton Lane, where it would be located, and what that construction entails.

Aesthetics

4. Figures 5.1-3 through 5.1-7 only show views of the area surrounding the project and do not include any pictures of the project site. This does not give the reader an idea of what aesthetic resources the project contains and how the proposed development might impact those resources.
5. Section 5.1.5, Scenic Vistas analysis does not make clear whether the site is considered a scenic vista or is part of a scenic vista. The analysis mixes aesthetic resources and biological resources. The analysis should focus more directly on what constitutes a scenic vista, the determination of whether the project site is (or is part of) a scenic vista, the determination of whether the project has a potentially significant impact, and if so, propose appropriate and feasible mitigation measures.
6. Section 5.1.6, the cumulative impacts analysis section appears to employ a list of projects methodology, rather than a listing of cumulative projects. The County recommends that a list of cumulative projects considered in the analysis be included.

Air Quality

7. It is recommended that the DEIR include recent air quality monitoring data (2011-2013) to establish the background air quality in the area.

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8. The project involves multiple construction stages that could overlap with each other. For example, site and infrastructure improvements would overlap with building construction for a period of 5-6 months. During the site and infrastructure improvement stage, grading, utilities and roadway improvements could be occurring at the same time. Additionally, there would be overlap between phases of residential construction. Thus, there could be a worst-case scenario for air emissions where these activities could occur simultaneously. The Air Quality section of the DEIR should provide additional details regarding the assumptions used to estimate the daily maximum emissions to ensure that the most conservative, worst-case scenario is captured.
9. The County recommends that the AIR-1 mitigation discussion include the following specific measures:
 - a. Grading is to be terminated in winds exceed 25 mph.
 - b. Sweepers, wheel washers and water trucks shall be used to control dust and debris at public street access points.
 - c. Internal construction-roadways will be stabilized by paving, chip sealing or chemicals after rough grading.
 - d. Non-toxic soil stabilizers shall be applied according to manufacturer's specification to all inactive construction areas (previously graded areas inactive for ten days or more).
10. The Air Quality section of the DEIR should address the potential for cumulative air quality impacts during construction in the context of past, present, and reasonably foreseeable future projects. If direct impacts from a proposed project are less than significant, a project may still have a cumulatively considerable impact on air quality if the emissions of concern from the proposed project, in combination with the emissions of concern from other proposed projects or reasonably foreseeable future projects within a proximity relevant to the pollutants of concern exacerbate the nonattainment issue in the air basin. The DEIR currently states that "It is unlikely that construction of the Project and other cumulative projects would take place in proximity to each other and at the same time." This statement is not well supported and the likelihood of simultaneous construction activities should be considered and addressed.
11. The County considers residents as sensitive receptors for the purposes of CEQA analysis. The project site is located in close proximity to existing residential uses. As such, toxic air contaminant-related impacts on existing sensitive receptors from project construction should be disclosed and evaluated. Furthermore, since the project involves phased development of the residential units, the potential for occupancy of built residential units and associated Toxic Air Contaminant (TAC) impacts from ongoing construction of a subsequent phase should be addressed.

Mr. Bill Martin
September 29, 2014
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Biological Resources

12. The outlet of the proposed drainage facility under Felicita Road will impact biological resources outside the annexation boundaries. Therefore, the DEIR should analyze offsite impacts outside the annexation boundary and on County property pursuant to the County's Resource Protection Ordinance. Any loss of biological resources associated with drainage facility improvements occurring within Felicita Park boundaries should be mitigated within park boundaries or at a County approved location within the unincorporated area.

Cultural and Paleontological Resources

13. Section 5.5.2.3 should be expanded to include a discussion of the County's Resource Protection Ordinance and County Guidelines.
14. In Table 5.5-1 needs to identify impacts. The table currently addresses mitigation. In addition, tables 5.5.3.1, 5.5.3.2, 5.5.3.3, and 5.5.3.4 should identify the significance of the resource after mitigation rather than mitigation.
15. Section 5.3.3.1, Page 5.5-33 discussion of results identifies the onsite well as potentially "modern" and potentially "historic". The well cannot be both. Also the APN is listed as the site number. Please revise the terminology to be consistent and include the appropriate primary number.
16. The monitoring program should be expanded to include a Native American monitor to be present during the pre-grading meeting and during all monitoring activities. In addition, grading monitoring should be included as site specific mitigation for P-37-016547. Even though testing did not identify a subsurface component, there is the potential for buried resources to be present.
17. Since the majority of CA-SDI-14955 will be preserved within biological open space, open space should be identified as mitigation since those areas of the site that will be placed in open space most likely were not tested for significance.
18. Traditional Cultural Properties (TCPs) should be discussed since they are Native American resources that are not typically identified under archaeological or historic resources. It is not clear whether any tribes responded to the public outreach based on the list provided by the Native American Heritage Commission (NAHC). The response from the NAHC would have included information related to TCPs. The County recommends that a section on TCPs be added to the DEIR
19. The outlet of the proposed drainage facility under Felicita Road may impact cultural resources outside the annexation boundaries as Felicita Park is known to contain significant cultural resources (National Register Site CA-SDI-570). Therefore, the DEIR should analyze offsite impacts outside the annexation boundary and on County property pursuant to the County's Resource Protection Ordinance. If any cultural resources are discovered during construction of the drainage facility on County-owned property, both the

Mr. Bill Martin
September 29, 2014
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County DPR Resource Management Division and the County Archaeologist shall be notified. In addition to the City, any reports generated by the archaeological monitor related to work conducted on County-owned land should be forwarded to the County of San Diego DPR Resource Management Division.

Greenhouse Gas Emissions

20. The County's Guidelines for Determining Significance for Climate Change are no longer in draft form. They were approved in November 2013. Please update this information in the DEIR.
21. County Guidelines recommend that projects below the screening levels for GHG emissions incorporate at least one measure from the adopted Climate Action Plan. It is recommended that the proposed project comply with the same, incorporating measures from the City's adopted Climate Action Plan to help the City in achieving the GHG reduction targets.

Hazards and Hazardous Materials

22. The DEIR identifies the Chatham Brothers site and agricultural activities as potential impacts to the proposed project. In general, the DEIR concludes that the impacts from the Chatham Brothers Site are insignificant with some minor petroleum impacts and some slightly elevated arsenic levels that would have to be mitigated. All mitigation of these impacts will be overseen by DTSC only through an agreement with the Developer. Please remove any reference of DEH. This correction also needs to be done for Mitigation Measure, HAZ-3, in the Summary of Project Impacts table in the Executive Summary (page 1-21).
23. DTSC is the lead for the underground contamination in the Chatham Brothers site, and surrounding areas. The County, through review of this project and the contamination in the area is also watching for plans to conduct outreach by DTSC in the community as the community reviews the DEIR and the additional studies for this community.

Hydrology and Water Quality

24. Portions of project are located within the FEMA 100-Year Flood Zone A. The project will need to be in compliance with all the FEMA floodplain management requirements.
25. A Conditional Letter of Map Revision (CLOMR) will need to be obtained from FEMA, and may need a community acknowledgement from the County of San Diego prior to issuance of grading permits for work within the limits of the 100-year floodplain.
26. The HEC-RAS analysis included in the Drainage Study only considers the area within the site limits of the project. The County recommends that the analysis include the upstream flow paths that include a residential subdivision area to ensure that there are no impacts.

Mr. Bill Martin
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27. The Developer needs to transfer and vest solely with the City of Escondido any existing or proposed easements dedicated/accepted by the San Diego County Flood Control District located within the boundary of the annexation.
28. Section 5.9.3.1 indicates that no other treatment control BMP (other than bioretention areas) is necessary for the Project. However, it appears that the Project-specific Water Quality Technical Report (WQTR) in Appendix M (dated July 9, 2014) proposes treatment control BMPs (TCBMPs) such as Modular Wetland units (proprietary) and vegetated swales in addition to bioretention areas. The discussion (3rd paragraph, page 5.9-22) needs to specify all the proposed TCBMPs to be consistent with the Project-specific WQTR.
29. The DEIR mentions complying with the San Diego Municipal Storm Water Permit, Order No. R9-2007-0001. The DEIR should also note that the development would need to comply with the recently adopted San Diego Municipal Storm Water Permit Order No. R9-2013-0001.

Recreation

30. The DEIR does not identify any impacts to Felicita Park which is located across the street from the project.
31. There will be an impact to the County associated with an increase in Felicita Park users from this new development directly across the street. If the project remained in the unincorporated County, the County's Park Lands Dedication Ordinance (PLDO) would require dedication of park land or payment of fees. This project is within the Escondido Local Park Planning Area where the impact fee is \$4,353 per dwelling unit (DUs). The park impact fee for this project is \$282,945 (65 DUs x \$4,343=\$282,945). The County recommends that the City collect the park impact fee in accordance with state law (The Quimby Act) and provide these funds to County to be used to mitigate impacts to the adjacent DPR owned and managed Felicita Park.
32. The project proposes to improve an existing drainage facility under Felicita Road. A portion of the improved facility is located on County-owned land (Felicita County Park). In addition, a public storm drain easement is proposed for the outlet and associated rip rap energy dissipater within Felicita County Park. This would result in conversion of parkland for non-park purposes. Therefore, the County of San Diego should be compensated for this conversion per the California Park Preservation Act. It is imperative that any proposed mitigation first be coordinated with County DPR to ensure it is acceptable.
33. Implementation of road and drainage improvements may result in road closures on Felicita Road and Park Drive, which could impact park user's access to Felicita Park. The DEIR should discuss impacts to park user access during construction of road and drainage improvements and propose mitigation measure for these impacts.

Mr. Bill Martin
September 29, 2014
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Transportation and Traffic

34. The County's Transportation Impact Fee (TIF) program is a requirement for all projects located on unincorporated County lands that will generate trips. Payment of the TIF does not depend on whether the individual project has a cumulative or direct impact to a particular roadway facility. Although the project includes a proposed annexation to the City of Escondido, the project development is currently located in the unincorporated County land that was included in the analysis and development of the County's TIF. Therefore, the project should contribute to the County's TIF to adequately mitigate for projected future road deficiencies identified within the County. If the City collects the required Regional Transportation Congestion Improvement Program (RTCIP) amount of \$2,209, then the TIF rate shall be \$1,805 per single family unit, or \$117,325 (North County Metro, Non-Village: $65 \times \$1,805 = \$117,325$).

The project does not identify significant direct traffic impacts; however, here are the County's comments on those proposed improvements:

35. The Proposed All-Way Stop at Felicita Road and Hamilton Lane, as shown in Figure 4-9 does not meet the County's standards. This intersection is currently Two-Way Stop-Controlled. County staff refer to the California Manual on Uniform Traffic Control Devices (CA MUTCD) when considering installations of all-way stops. All-way stops are considered at locations with equal traffic volumes entering the intersection, where there are a pattern of collisions susceptible to correction (e.g., broadside collisions between two vehicles, Right of Way (ROW) conflicts), or obstructed lines of sight. The CA MUTCD specifically states that stop controls shall not be used as a means to control speed (e.g., Traffic Calming). The proposed All-Way Stop-Control should not be approved without additional data and analysis to justify the proposed installations.
36. The Roundabout Improvements at Park Drive, as shown in Figure 4-10, should consider sidewalk and/or pathway improvements from the crosswalks at the roundabout to the park entrance on the south side of Park Drive in order to facilitate pedestrian access to the park.
37. The closure of the free right turn onto Miller Road at Felicita Road, as shown in Figure 4-11, creates a "Dead End" terminus of Miller Road which necessitates the provision of a "hammerhead" or turnaround that needs to be approved by the local fire district.
38. The 35 mph speed limit sign, proposed between the southerly property line and Miller Road, as shown in Figure 4-11, should be supported by a Traffic and Engineering Survey that certifies the speed limit. The speed limit needs to be set based on the prevailing speed along the roadway.

Mr. Bill Martin
September 29, 2014
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Utilities and Service Systems

39. Section 5.15.3.2, the impact analysis does not include a description of where the onsite water lines would connect to either City of Escondido or Rincon Del Diablo water lines, and whether there are any potential offsite impacts associated with connecting onsite lines to offsite lines. The related descriptions from Section 4.2.2.8 and Appendix K concerning the connections should be brought into this analysis. The discussion concerning water lines appears to focus on service by City of Escondido; however, Chapter 4.2.2.8 states that Rincon Del Diablo will provide water service. In addition, the discussion of adequate water supplies in Section 5.15.3.4, does not address the scenario under which the project might be served by Escondido Utilities Department, Water Division. Please verify which agencies will provide service to the site and ensure the discussion consistent throughout the document.
40. The summary tables for both sections 5.15.3.2 and 5.15.3.3 list Air-3 as a mitigation measure and the impact analysis discussion includes Air-2 mitigation measure. Neither of these mitigation measures are included in the discussion in Chapter 5.3 on Air Quality. Please review and correct these summary tables.
41. The discussion of adequate wastewater facilities in Section 5.15.3.5 indicates that the wastewater flows to the HARRF are anticipated to reach its 18 mgd treatment capacity this year. The addition of flows from this project has the potential to contribute to an exceedance of the treatment capacity of the HARRF if this statement is correct. Please clarify the text and evaluate the impact if necessary and ensure that any impact is recognized in the cumulative impact analysis.

The County appreciates the ongoing coordination and opportunity to participate in the environmental review process for this project. We look forward to receiving future environmental documents related to this project or providing additional assistance at your request. If you have any questions regarding these comments, please contact Sheri McPherson, Land Use Environmental Planner, at (858) 694-3064, or via email at sheri.mcpherson@sdcounty.ca.gov.

Sincerely,



Darren Gretler, Assistant Director
Planning & Development Services

e-mail cc:

Sachiko Kohatsu, Policy Advisor, District 3
Conor McGee, CAO Staff Officer, LUEG

Mr. Bill Martin
September 29, 2014
Page 9 of 9

Mark McPherson, Chief, Department of Environmental Health
Lorrie Bradley, Department of Parks and Recreation
Jim Zhu, Senior Civil Engineer, Department of Public Works
Rene A. Vidales, Program Coordinator, Department of Public Works
Richard Chin, Associate Transportation Specialist, Department of Public Works
Jeff Kashak, Environmental Planning Manager, Department of Public Works
Robert Hingtgen, Land Use/Environmental Planner, Planning & Development Services
Jason Han, New Urban West, Inc.,
Sheri McPherson, Land Use/Environmental Planner, Planning & Development Services



County of San Diego

BRIAN ALBRIGHT
DIRECTOR
(619) 936-1301

DEPARTMENT OF PARKS AND RECREATION
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Administrative Office (858) 694-3030
www.sdparks.org

January 27, 2015

Bill Martin
Deputy Planning Director
City of Escondido
201 North Broadway
Escondido, CA 92025

Via email to Bmartin@escondido.org

COMMENTS ON THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE OAK CREEK RESIDENTIAL PROJECT – SUB 13-0002 (SCH #2014041092)

Dear Mr. Martin,

The County of San Diego (County) has received and reviewed the Notice of Public Hearing for the Annexation; Tentative Subdivision Map, Master and Precise Development Plan; Pre-zone; Grading Exemptions; Specific Alignment Plan and Final Environmental Impact Report (FEIR) for the Oak Creek Residential Project, dated January 12, 2015. The County has appreciated the early coordination with the project applicant and the City of Escondido (City) on preparing an Environmental Impact Report (EIR) to fully evaluate and disclose all potential impacts for the proposed Oak Creek residential development. In review of the Final EIR, County Department of Parks and Recreation (DPR) staff has expressed concerns that comments regarding drainage improvements, easements on park property, park user access and pedestrian safety provided in the September 29, 2014 comment letter (attached) regarding the Draft EIR for the Oak Creek Residential Project have not been adequately addressed in the FEIR.

The County requests that the City and the project applicant consider further discussion with DPR staff to resolve concerns associated with park user access, conversion of usable park lands to facility infrastructure and the location of mitigation for associated impacts. This will need to be worked out with DPR, as the owner and manager of the Park, prior to the County agreeing to future easements and/or infrastructure improvements in parkland areas.

The County appreciates the ongoing coordination and opportunity to participate in the environmental review process for this project. We look forward to continued discussion on our concerns and providing additional assistance at your request. If you have any questions regarding these comments, please contact Lorrie Bradley, Land



Use/Environmental Planner, at (858) 966-1379, or via email at Lorrie.Bradley@sdcounty.ca.gov.

Sincerely,



Christine Sloan, Chief
Resource Management Division

Email cc:

City of **Escondido** Planning Commission
Conor McGee, CAO Staff Officer, LUEG
Megan **Jones**, CAO Staff Officer, LUEG
Lorrie Bradley, Land Use/Environmental Planner, Parks and Recreation



County of San Diego

MARK WARDLAW
DIRECTOR

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KATHLEEN A. FLANNERY
ASSISTANT DIRECTOR

August 9, 2019

Domenic Ramundo
KB Home Coastal
9915 Mira Mesa Blvd., Ste 100
San Diego, CA 92131

via email: dramundo@kbhome.com

OAK CREEK DEVELOPMENT DRAINAGE IMPROVEMENTS IN FELICITA COUNTY PARK

Dear Mr. Ramundo,

Thank you for meeting with the County team on June 27, 2017. At that meeting, the County was provided additional information about a proposal to re-introduce the historic 100-year post-project flow into Felicita County Park. As we discussed during the meeting, this information was not identified in the Final Environmental Impact Report (FEIR) for the Oak Creek Subdivision project and may result in potentially significant environmental impacts to Felicita County Park.

As we discussed during the meeting, additional environmental review may be required for the re-introduction of historic flows to Felicita County Park. Additionally, since the proposed off-site drainage improvements (outfall and energy dissipator) occur in a portion of a watercourse within the County's jurisdiction, a Watercourse Permit will be required, pursuant to Section 87.605 of the County's Grading Ordinance. Mitigation for any impacts to Felicita County Park will be required prior to issuing the Watercourse Permit.

To process your Watercourse permit, the County needs clarification on whether additional access to Felicita County Park is required to construct or maintain the proposed drainage facility, and where will such access be required. Please provide this additional information in the next submittal.

The Oak Creek project proposes a public flood control facility easement within Felicita County Park at the outfall of the culvert under Felicita Road. As noted in the County's EIR comment letter for the Oak Creek Development, dated September 29, 2014, this will result in a conversion of parkland for non-park purposes. Therefore, pursuant to the Park

Domenic Ramundo
August 9, 2019
Page 2

Preservation Act (PRC § 5400-5409), compensation for the loss of parkland will be required prior to dedication of any easement on County property.

The County recommends that a follow up meeting is scheduled quickly to discuss these issues in more detail, prior to resubmitting the information requested in the County letter dated June 6, 2019. I am available at your earliest convenience to discuss this further. I can be reached at (858) 495-5172 or mark.slovick@sdcounty.ca.gov or feel free to contact the County Project Manager, Gary Smith at (858) 505-6609 or at gary.smith2@sdcounty.ca.gov.

Sincerely,



MARK SLOVICK, Deputy Director
Planning & Development Services

cc: Deborah Mosley, Parks and Recreation
Crystal Benham, Parks and Recreation
Rich Whipple, Department of Public Works
Jacob Armstrong, Planning & Development Services
Jesse Kleist - jkleist@kbhome.com



County of San Diego

MARK WARDLAW
DIRECTOR

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KATHLEEN A. FLANNERY
ASSISTANT DIRECTOR

November 19, 2019

Bill Martin
Deputy Planning Director
City of Escondido
201 North Broadway
Escondido, CA 92025
bmartin@escondido.org

KB Homes Oak Creek Development Drainage Improvements in Felicita County Park

Dear Mr. Martin,

The County of San Diego (County) completed its review of the hydrology and hydraulic analyses associated with proposed off-site drainage improvements in Felicita County Park, from the KB Homes Oak Creek Development project in the City of Escondido (City). Pursuant to Section 87.605 of the County's Grading Ordinance, a discretionary Watercourse Permit is required for improvements that occur within a portion of a watercourse within the County's jurisdiction. In addition to the Watercourse Permit, appropriate property rights for the construction of proposed improvements in Felicita County Park will be required.

It is the County's understanding from KB Homes that as part of the City engineering Plan Check and approval of the Final Map for the Oak Creek subdivision, the City requested a letter from the County stating our agreement with the concept of channeling flow through upsized culverts, proposed to be constructed under Felicita Road, through Felicita County Park.

As a result of information not being provided or addressed in the project's Final Environmental Impact Report (FEIR) regarding drainage improvements and easements on park property that may result in potentially significant impacts to Felicita Park, the County is unable to determine the extent to which Felicita County Park is being adversely impacted, and therefore the County is requesting that such analysis be done as part of the County's discretionary action associated with the Watercourse Permit. Since the timing associated with additional environmental analyses

Bill Martin
November 19, 2019
Page 2

may potentially cause significant delay to KB Homes, the purpose of this letter is to inform the City of the County's findings on the hydrology and hydraulic analyses and what will be required for the County's Watercourse Permit.

The County received the "Oak Creek Downstream Impact Analyses; Felicita Park" report By Hunsaker & Associates, finalized on November 7, 2019. The study project proposes to upsize the culvert under Felicita Road from one 60 inch pipe to one 60 inch pipe (to be repositioned from its current location) and one 72 inch pipe. This will divert a portion of the flow that currently overtops the road (in the existing condition) into the proposed culverts and through Felicita County Park (in the proposed condition). The County accepts the analysis of the study and its findings that the proposed condition will increase flowrates, velocity, limits of inundation and water surface elevations through Felicita County Park.

In order for the County to establish the necessary erosion protection mitigation measures from the identified increases in water velocity and flowrates, a scour analysis will be needed. The scour analysis will then be used to determine the appropriate engineering solutions and Best Management Practices (BMP's) to mitigate the impacts of the additional flow.

It is expected that the changes to the path and increases of water flows as well as the construction of the outfall facility and any downstream BMP modifications will result in potential biological and cultural impacts. Therefore, Biological and Cultural Resource Letter Reports will be required in accordance with the County's Report Format and Content Requirements. The Reports must provide a qualitative and quantitative analysis of all biological and cultural impacts (both direct and indirect) occurring as a result of the modified water flows and identify the appropriate mitigation that is necessary to mitigate all impacts. It should be noted that mitigation solutions may not be available to fully mitigate impacts to cultural resources. Please see attached Report Format and Content Requirements.

Due to the potentially significant environmental impacts identified in the "Oak Creek Downstream Impact Analyses; Felicita Park" report, which were not discussed in the EIR certified by the City, an updated CEQA Analysis, as well as updates to regulatory permits will be needed. It is also important to note that approved mitigation measures may change current park uses for the public and should be appropriately disclosed to the public in advance.

Once all appropriate mitigation measures and the final impacted areas are identified, compensation for the loss of parkland will also be required prior to dedication of any easement on County property. Additionally, due to grant restrictions on Felicita County Park property, consultation with the State Land and Water Conservation Fund (LWCF) manager and approval of conversion of any property improved with LWCF funds to non-park uses is required.

Bill Martin
November 19, 2019
Page 3

County staff has been in communication with City staff and KB Homes regarding this proposed project since December 2018 in an attempt to coordinate the steps outlined above with the development of the subdivision. Several potential engineering alternatives have also been suggested by County staff to avoid the additional environmental analyses, mitigation requirements and compensation associated with the off-site drainage improvements and County Watercourse Permit, including retention on-site within the Oak Creek Subdivision, capturing increase flowrate and transport downstream, or possibly having the developer fund a future master plan drainage capital improvement project. The County is open to working with the City and KB Homes towards an agreeable solution and path forward considering these potential alternatives, or to continue to proceed with the County Watercourse Permit.

The County appreciates the ongoing coordination efforts with the City and can be available to provide any assistance and guidance at your request.

Sincerely,



MARK SLOVICK, Deputy Director
Planning & Development Services

Attachments:

Report Format: Cultural Resources: Archeological and Historical Resources
Report Format: Biological Resources

cc: Jesse Kleist, KB Homes
Steve Ruffner, KB Homes
Deborah Mosley, Parks and Recreation
Rich Whipple, Department of Public Works
Jacob Armstrong, Planning & Development Services
Julie Procopio, City of Escondido
Owen Tunnell, City of Escondido
Brian Albright, Director of Department of Public Works
Mark Wardlaw, Director of Planning & Development Services



County of San Diego

KATHLEEN A. FLANNERY
ACTING DIRECTOR

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VINCE NICOLETTI
ACTING ASSISTANT DIRECTOR

April 5, 2021

City of Escondido
201 North Broadway
Escondido, CA 92025

RE: KB Homes Oak Creek Development Drainage Improvements in Felicita County Park

To Whom It May Concern:

We understand the City of Escondido has entered into a Subdivision Improvement Agreement with KB Home Coastal, Inc. (defined therein as "Subdivider"), dated December 9, 2020, pursuant to which the City has agreed to pursue acquisition of property rights required to make certain public drainage improvements on land owned by and within the jurisdiction of the County of San Diego (defined therein as the "Offsite Property Interest"). You requested a summary of information the County requires in order to consider granting the "Offsite Property Interest" the City has undertaken to acquire.

A. Grant of "Offsite Property Interest"

Details about the proposed public drainage improvements are needed to assess easement requirements and any potential implications regarding the Park Preservation Act and State approval of conversion of park lands to non-recreational uses:

- Figures that show the physical extent of where the proposed infrastructure will be installed on County property. This must include temporary and permanent impact area. Legal descriptions of these areas will also be required. (See County Board of Supervisors Policy I-81, attached and available at <https://www.sandiegocounty.gov/content/dam/sdc/cob/docs/policy/I-81.pdf>.)
- Figures that describe the maintenance of the infrastructure and proposal for who will be responsible for maintenance. Maintenance of facility will need to be determined and adequately defined in the easement. Adequate space will be required to ensure proper maintenance.

City of Escondido

RE: KB Homes

April 5, 2021

Page 2

- Once the full project area is identified, then it can be assessed whether the Park Preservation Act (Public Resources Code section 5400 *et seq.*) applies and will need to be followed before any easements are provided. The Act prohibits any “city, city and county, county, public district, or agency of the state, including any division, department or agency of the state government, or public utility” from acquiring any “real property, which property is in use as a public park at the time of such acquisition, for the purpose of utilizing such property for any nonpark purpose, unless the acquiring entity pays or transfers to the legislative body of the entity operating the park sufficient compensation or land, or both, as required by the provisions of this chapter to enable the operating entity to replace the park land and the facilities thereon.” (Pub. Res. Code, §5404.)
- Based on the information provided, it will then be determined whether State approval is required to accommodate the proposed infrastructure. Pursuant to the conditions of the Land & Water Conservation Fund Grant issued by the State for development of Felicita Park improvements, Section II.B, the property described in the contract shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity and “The Secretary [of the Interior] shall approve such conversion only if he/ she finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he/ she deems necessary to assure the substitution of other recreation property of at least equal fair market value and of reasonable equivalent usefulness and location. . . The approval of conversion shall be at the sole discretion of the Secretary or his designee.” To be clear, the County does not control the decision of the State or timing of the State’s approval of a conversion.

B. Compliance with County Code

Although the Subdivision Improvement Agreement commits the City to pursue acquisition of the Offsite Property Interest, conveyance of easement rights does not authorize construction of the proposed improvements, which are located within the County’s jurisdiction and subject to the requirements of County Code. The County has apprised both the Subdivider and the City of the requirement for a discretionary Watercourse Permit pursuant to the requirements of the County Grading Ordinance. (See, e.g., attached correspondence to Mr. Bill Martin dated November 19, 2019.) The Subdivision Improvement Agreement inaccurately states that “Subdivider submitted an application with the County for the issuance of permits necessary to install the Drainage Improvements.” In fact, no application has been received (only preapplication technical studies have been submitted).

Section 87.603 of the County Grading Ordinance states:

“No person shall do or commit or cause to be one or committed, any of the following described acts without first obtaining a grading permit pursuant to Chapter 2 of this division:

(a) Impair, impede or accelerate the flow of water in a watercourse; . . .

(c) Construct, alter or remove any flood control or storm water drainage structure, facility or channel of or in a watercourse.”

City of Escondido
 RE: KB Homes
 April 5, 2021
 Page 3

Section 87.605 further provides:

“ . . . in addition to the requirements specified in Chapter 2 of this Division: . . . (b) The County Official shall not approve the grading plans or improvement plans unless he or she determines that the proposed grading does not create an unreasonable hazard of flood or inundation to persons or property.”

The County’s Resource Protection Ordinance, at Section 86.604, also limits grading as follows:

“(f) Sensitive Habitat Lands. Development, grading, grubbing, clearing or any other activity or use damaging to sensitive habitat lands shall be prohibited. The authority considering an application listed at Section 86.603(a) above may allow development when all feasible measures necessary to protect and preserve the sensitive habitat lands are required as a condition of permit approval and where mitigation provides an equal or greater benefit to the affected species.

(g) Significant Prehistoric or Historic Sites. Development, trenching, grading, clearing and grubbing, or any other activity or use damaging to significant prehistoric or historic site lands shall be prohibited, except for scientific investigations with an approved research design prepared by an archaeologist certified by the Society of Professional Archaeologists.”

In order to determine whether the requirements of County Code can be met, an analysis of the potential impacts of the proposed drainage improvements including flood and inundation hazards, impacts to sensitive habitat and/ or impacts to significant prehistoric or historic site lands must be provided. The County has received the “Oak Creek Downstream Impact Analyses; Felicita Park” report by Hunsaker & Associates, finalized November 7, 2019, analyzing a project to upsize the culvert under Felicita Road from one 60 inch pipe to be repositioned from its current location and one additional 72 inch pipe.

However, the City subsequently clarified that the existing culvert is 72 inches and the project proposes the addition of a 60 inch pipe; accordingly, further analysis will be required to demonstrate the potential impacts of the proposed project. These requirements include:

- A scour analysis to determine the extent of scouring as a result of changes in hydrology.
- Based on the scour analysis, Best Management Practices (BMPs) are required to mitigate changes due to the hydrology. BMPs may include on-going management requirements that must be identified prior to issuance of the watercourse permit.
- Further, to identify the extent of any biological or cultural resource impacts, biological and cultural protocol surveys must be conducted. This must include at the site of the culvert and all the way downstream to where the changes were identified in the hydrology study.
- Once surveys are completed, analysis is required to determine how the project and subsequent changes to hydrology would impact the resources. If necessary, mitigation measures will be required.

If modifications to the proposed infrastructure are necessary in order to reduce hazards of flooding and inundation and/ or risk of damage to sensitive habitat or significant historic or prehistoric sites, such as additional deceleration features, that would cause a change in the easement area, modification of the easement together with the requirements of the State Parks

City of Escondido
 RE: KB Homes
 April 5, 2021
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Preservation Act and or conditions of the Land & Water Conservation Fund Grant may be required. Accordingly, the impact analysis must be completed prior to conveyance of property rights.

In addition to our prior correspondence to the City regarding County Code requirements, attached hereto is a copy of the Prescreen Plan Check Review Summary dated June 6, 2019, and the Cultural Report and Biological Report guidelines for your reference.

C. CEQA Requirements

Finally, the Subdivision Improvement Agreement states that “the County has taken the position that (i) the potential environmental effects of the Drainage Improvements were not adequately analyzed in the EIR, and (ii) additional environmental review by the County pursuant to the California Environmental Quality Act (‘CEQA’) is required for the County's consideration and processing of Subdivider’s application. Conversely, Subdivider asserts that the EIR adequately analyzed the Drainage Improvements and the CEQA review that has been demanded by the County is not authorized or required by law.” Under County Code, grading permits are discretionary and are subject to CEQA review. Chapter 2, Section 87.204, of the County Grading Ordinance states:

“(a) All persons who desire to obtain a grading permit must first obtain the County Official's approval of grading plans or improvement plans for such work. An application for grading plan or improvement plan approval, signed by the owner of the property to be graded, shall be filed with the County Official. All applications shall be reviewed for compliance with the California Environmental Quality Act (Pub. Res. Code Sec. 21000 et seq.) prior to approval.

(b) The application shall contain all information, documentation and other matters necessary to enable the County Official to make the determinations required by the California Environmental Quality Act[.]”

Further, Section 87.207 of the County Grading Ordinance provides:

“The County Official may approve grading plans or improvement plans for a project for which a discretionary land use approval has previously been granted, where he or she determines that: . . . (2) An analysis is conducted pursuant to Section 15162 of Title 14 of the California Code of Regulations, to determine whether the effects of such grading were analyzed in the environmental review of such approved land development application, and whether further environmental documentation is necessary[.]”

California Code of Regulations Title 14, section 15162(c) states:

“If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any.”

Consistent with County Code and the CEQA Guidelines, an analysis of whether the conditions described in Section 15162(a) will be conducted upon submission of an application for a Watercourse (Grading) Permit.

We encourage the City to confer with the Subdivider regarding the implications of County Code on the scope of the Offsite Property Interest in order to ensure conveyance of adequate rights

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for construction of the proposed improvements. Once the information described in this correspondence is submitted and a final legal description of the easement area(s) is provided, an easement may be granted in accordance with County Board of Supervisors Board Policy I-81, referenced above. County staff is available to continue to work with the City to submit all required information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Slovick', with a long horizontal flourish extending to the right.

Mark Slovick, Deputy Director
Planning & Development Services

**COUNTY OF SAN DIEGO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject

Easements and Rights-of-Way on County-owned or Special District-owned Real Property

**Policy
Number**

I-81

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Purpose

The purpose of this policy is to provide a written policy establishing guidelines for the granting of easements and rights-of-way on County-owned or Special District-owned real property.

Background

From time-to-time the County receives requests from other public agencies, municipalities, public and private utility companies, Special Districts, real estate development companies, and private parties to grant an easement or right-of-way for various purposes such as utility lines, pipelines, pole lines, roads, access, and other public or private purposes over County or Special District-owned real property. The Department of General Services (DGS) processes these requests on behalf of the County of San Diego and for Special Districts such as the San Diego County Sanitation District and San Diego County Flood Control District that are managed by the Board of Supervisors (Board).

Granting an easement or right-of-way request creates an encumbrance on the land. The Real Estate Services Division of DGS and the department or business unit that controls the property determines whether to grant such requests by evaluating the following factors: the potential impact on the property; overall net benefit to the County or Special District; compliance with laws, including County or Special District ordinances, codes, policies, and guidelines; consideration to be received from requesting party; mutual cooperation between public agencies and quasi-public entities and the general public; and overall benefit to the residents of the County or Special District.

Requests for the granting a of right-of-way in fee for road or other uses over County or Special District-owned real property are occasionally received from real estate development companies for access required to develop adjacent property. Private entities are not always aware that under law, prior to the granting of a fee ownership interest in a County or Special District-owned property, the property or the interest in the property may need to be declared surplus real property by the governing body of the responsible public agency after a determination is made that the property is no longer needed for a public use or purpose.

A right-of-way for road or other purposes may be granted in fee or by easement in instances where the governing body of the agency has elected to participate as a land owner with adjacent owners in a public improvement such as a 1911 Improvement Act project or when there is a benefit to the encumbered public ownership.

Policy

It is the policy of the Board of Supervisors that:

**COUNTY OF SAN DIEGO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

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All requests for easements or rights-of-way shall be directed to the Real Estate Services Division of DGS. The Real Estate Services Division and the responsible County department or division that controls the property shall review the request to determine the following:

1. That granting the easement or right-of-way will not substantially interfere with the existing or proposed use of the County or Special District-owned property and will not be detrimental to any adjacent County or Special District uses. The proposed easement or right-of-way shall be reviewed across County departments and Special Districts or divisions for any existing, planned, or conditioned easement, environmental mitigation area, ongoing maintenance requirement or restriction, or other use that could be incompatible with the use intended under the requested easement or right-of-way. If there is a potential conflict between the uses, the requested easement or right-of-way will not be granted unless the uses can be modified to ensure compatibility.
2. Where feasible, that the grantee receiving the easement or right-of-way will be responsible for the maintenance, repair, replacement, or removal of any improvements in the easement area or right-of-way.
3. That the County or Special District receives full market value for the easement or right-of-way area conveyed, except in instances where the primary purpose is to serve a County or Special District facility or property.
4. That the potential impact to the County or Special District is minimal or that the overall public benefit is greater than the potential impact on the County or Special District-owned property.
5. That the most efficient design that mitigates and minimizes impacts to County or Special District property or facilities is used.
6. Whether any project stemming from the granting of an easement or right-of-way will benefit the County or Special District by improving access to the property or by the installation of improvements such as roads or utilities on the property.
7. That the party requesting the easement or right-of-way will secure all necessary permits and approvals for the proposed project, obtain environmental review and CEQA certification, and where necessary, restore the land to as good as or better condition than existed prior to the start of any work.
8. Except in cases where the primary purpose of an easement or right-of-way is to serve County or Special District-owned property or facility, the County or Special District will be paid in full for staff expenses to process the transaction based on estimated expenses included in a contract conveying the easement/right-of-way and/or as a fee established in accordance with Board Policy B-29 Fees, Grants, Revenue Contracts – Department Responsibility for Cost Recovery.

Procedure

All requests for an easement or right-of-way shall be directed to the Real Estate Services Division of DGS. The request will be reviewed by the Real Estate Services Division and the responsible department or division that controls the property. Requests for an easement or right-of-way that are in accordance

**COUNTY OF SAN DIEGO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject

Easements and Rights-of-Way on County-owned or Special District-owned Real Property

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with this policy will be processed for approval by the Director of DGS for County property pursuant to Government Code Section 25526.6 and Ordinance No. 7206 (New Series).

The party requesting an easement is required to submit a formal request to the Real Estate Services Division and to provide any necessary legal descriptions, drawings, and maps at their sole expense. The party requesting the easement or right-of-way will be required to provide a deposit in an amount sufficient to cover staff expenses for the review of items such as the legal description, drawings, and maps pursuant to the full cost recovery requirements of Board Policy B-29 Fees, Grants, Revenue Contracts – Department Responsibility for Cost Recovery. Other administrative expenses related to the request that are not covered by a deposit shall be paid by the requesting party through a contract conveying the easement or right-of-way interest in the property.

An easement or right-of-way where the primary purpose is to serve County or Special District property or facilities will be processed and granted with the department or division benefitting from the easement or right-of-way absorbing all expenses related to the transaction.

An easement or right-of-way that may be beneficial to the County or Special District property being encumbered, but where the primary purpose does not serve a County or Special District-owned facility or property, shall be appraised to determine the full market value of the easement or right-of-way interest and be sold to the requesting party for the full market value.

This policy does not apply to licenses and right-of-entry permits for the temporary use of County or Special District-owned property.

Sunset Date

This policy will be reviewed for continuance by 12-31-2026.

Board Action

07-01-80 (13)
12-15-87 (42)
06-15-93 (41)
12-08-98 (53)
06-21-05 (16)
12-09-08 (33)
12-04-12 (13)
10-29-19 (26)

CAO Reference

1. Department of General Services
2. Department of Public Works
3. Department of Parks and Recreation



County of San Diego

MARK WARDLAW
DIRECTOR

PLANNING & DEVELOPMENT SERVICES
5510 OVERLAND AVENUE, SUITE 310, SAN DIEGO, CA 92123
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www.SDCPDS.org

KATHLEEN A. FLANNERY
ASSISTANT DIRECTOR

PRESCREEN PLAN CHECK REVIEW SUMMARY

Date: June 6, 2019

Project: PDS2019-LDGRMJ-30215 FELICITA PARK OUTFALL (OAK CREEK)

REVIEW SUMMARY:

For a complete submittal, comply with the following:

1. This project is a watercourse permit through the County of San Diego Department of Recreation (DPR) direction in their email on 3/13/2019 filed at the County Engineer's office.
2. Prior to plan approval, please acquire an easement from DPR for the culvert outfall and access for maintenance, please contact and make an appointment with Jessica Cissel (Jessica.Cissel@sdcounty.ca.gov) to discuss and show easement limits. DPR shall recommend the easement prior to processing it.
3. Provide (2) copies of the approval from agency permits from the California Department of Fish and Wildlife (CDFW), Army Corps of Engineers (USACE), and the Regional Water Quality Control Board (RWQCB) for the work to be done within natural drainage course.
4. Provide (2) copies of the approved Grading Plan and Hydrology Study from City of Escondido. Electronic copies can also be submitted.
5. Comply with attached pre-screen checklist, and preliminary DPW Flood Control comments and redlines on plans.
6. Submit **5** sets of blue line prints. (2 Land Development Team, 1 Department of Parks and Recreation (DPR), 1 PDCI, and 1 DPW Flood Control).
7. Submit (2) Stormwater Intake Form and (2) SWQMP.
8. Submit (2) Geotech Report and (2) Structural Calculation for modified headwall.
9. Submit (2) Drainage Study per County Hydrology and Hydraulics Design Manual.
10. Submit (2) Cost Estimate by using 2017 County of San Diego unit price.

Thank you,
Angela Inciong
PDS Land Development Division
Angela.inciong@sdcounty.ca.gov

COUNTY OF SAN DIEGO
REPORT FORMAT AND CONTENT REQUIREMENTS
BIOLOGICAL RESOURCES



LAND USE AND ENVIRONMENT GROUP

Department of Planning and Land Use
Department of Public Works

Fourth Revision
September 15, 2010

PURPOSE

These Biological Survey and Report Requirements provide guidance on conducting biological resources surveys and preparing reports for discretionary projects being processed by the Land Use and Environment Group. These guidelines are designed to:

1. Ensure the quality, accuracy and completeness of biological surveys and reports.
2. Aid in staff's efficient and consistent review of maps and documents from different consultants.
3. Provide adequate information to make appropriate planning decisions and to make determinations regarding conformance with applicable regulations.
4. Increase the efficiency of the environmental review process and avoid unnecessary time delays.

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1.0 INTRODUCTION

All biological maps and reports shall follow the requirements in this document. The overall length of reports and the amount of information to include will vary depending on the size and scope of the project, the regional setting, the biological resources present and the degree of impacts proposed.

When biological resources are present on a project site, the County's Scoping Letter may require that one of the following documents be submitted.

1.1 Full Biological Resource Report (Full Report)

A Full Biological Resource Report (Full Report) is required for larger projects and/or projects with potential significant biological impacts. The full report must include a Biological Resource Map.

1.2 Biological Resource Letter Report (Letter Report)

A Biological Resources Letter Report may be adequate for smaller projects and those with limited biological resources present or expected. The determination of whether a letter report would be required is made by a County staff biologist, based on a project-specific analysis at project scoping. Based on the information provided in the biological letter report, and particularly if high-level sensitive species (A- and B-listed plants, Group I animals) were found during the survey, DPLU may require additional focused surveys and will generally require preparation a Full Biological Resource Report. The letter report must include a Biological Resource Map.

1.3 Biological Resource Map (Bio Map)

For projects with limited natural or naturalized areas and no sensitive species anticipated, a Biological Resources Map may be adequate without a report. The consultant may, at their option, submit a brief explanation of the map. If the County staff biologist determines that further information is necessary, the scoping letter may request other documentation be submitted with the Map.

2.0 SURVEY AND REPORT FORMAT REQUIREMENTS

2.1 General Report Guidelines

All written reports shall follow these general guidelines:

- Reports should be technical in nature and should avoid anecdotal or extraneous information.

- Reports should be concise and written in a professional manner suitable for peer review. Staff may reject reports based on quality if the report is written in such a manner that a timely and accurate review cannot be completed.
- Biological reports should be bound such that staff may easily review the document. Shorter reports may be stapled, but longer documents should be bound by other methods, such as comb binding.
- Attached plot plans and Biological Resource Maps must be to scale and contain a north arrow and both number and bar scales. When maps are reduced, adjust the scale, or mark the map "Reduced/Use Bar Scale".
- For Full Biological Resource Reports, each chapter and subsection of the report should be clearly delineated with bold print and/or underlining and will use the numerical headings contained in these Biological Resources Survey and Report requirements.
- Draft copies of the report shall have all changes made in response to staff comments in ~~strikeout~~/underline form. Final copies of the report shall be clean, with all editing marks removed.

All biological reports will be reviewed for technical accuracy and completeness by a staff biologist. Reports are considered draft until staff determines the report to be complete. Each submittal and review of a draft biological report is considered an "iteration". During each iteration, staff will either determine the report to be complete or respond with comments for necessary changes. The County expects that the first iteration will be as complete and comprehensive as possible to address issues in the Scoping Letter. However, each report may have up to three iterations, after which project denial may be recommended due to inadequate environmental progress.

2.2 Full Biological Resource Report

2.2.1 Outline

The required sections of the full Biological Resource Report are provided in the outline below:

FULL BIOLOGICAL RESOURCES REPORT OUTLINE

COVER PAGE

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GLOSSARY OF TERMS AND ACRONYMS

SUMMARY

Report Format and Content Requirements
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2

1.0 INTRODUCTION

- 1.1 Purpose of the Report**
- 1.2 Project Location and Description**
- 1.3 Survey Methodologies**
- 1.4 Environmental Setting (Existing Conditions)**
 - 1.4.1 Regional Context
 - 1.4.2 Habitat Types/Vegetation Communities
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 - 1.4.4 Fauna
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- 1.5 Applicable Regulations**

2.0 PROJECT EFFECTS**3.0 SPECIAL STATUS SPECIES**

- 3.1 Guidelines for the Determination of Significance**
- 3.2 Analysis of Project Effects**
- 3.3 Cumulative Impact Analysis**
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4.0 RIPARIAN HABITAT OR SENSITIVE NATURAL COMMUNITY

- 4.1 Guidelines for the Determination of Significance**
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5.0 JURISDICTIONAL WETLANDS AND WATERWAYS

- 5.1 Guidelines for the Determination of Significance**
- 5.2 Analysis of Project Effects**
- 5.3 Cumulative Impact Analysis**
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- 5.5 Conclusions**

6.0 WILDLIFE MOVEMENT AND NURSERY SITES

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7.0 LOCAL POLICIES, ORDINANCES, ADOPTED PLANS	
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7.3	<u>Cumulative Impact Analysis</u>
7.4	<u>Mitigation Measures and Design Considerations</u>
7.5	<u>Conclusions</u>
8.0 SUMMARY OF PROJECT IMPACTS AND MITIGATION	
9.0 REFERENCES	
10.0 LIST OF PREPARERS AND PERSONS AND ORGANIZATIONS CONTACTED	
TECHNICAL APPENDICES / ATTACHMENTS (order will be determined by reference in report)	
A.	Observed Species List - Flora
B.	Observed Species List - Fauna
C.	Potential Sensitive Species Table – Flora
D.	Potential Sensitive Species Table – Fauna
E.	Natural Diversity Database Form(s) (if applicable)
F.	Biological Resource Map and project plot plan/map (unless included within body of report)
G.	Open Space Map (if applicable, unless included within body of report)
H.	Signed protocol survey reports

2.2.2 Content

Note: The numbering identified below should be used when preparing technical studies. The numbers and titles are shown in italics only for purposes of this document and are not required to be formatted in italics for the technical study.

COVER PAGE

The cover page shall include the following information:

- Project common name

- Project numbers (i.e. TM, ZAP, etc.) including the environmental log number (ER)
- Date (original report date plus all revisions) must be revised during each iteration of the draft report)
- Name of County Approved CEQA Consultant preparing document, firm name (if applicable) and address
- Signature of County Approved CEQA Consultant
- Project proponent's name and address
- The following statement: Prepared for The County of San Diego

TABLE OF CONTENTS

The table of contents must follow the order and format outlined in this document. Page numbers should be assigned when possible. Titles of each Appendix or Attachment should be listed in the order in which they are found in the document.

GLOSSARY OF TERMS AND ACRONYMS

Provide a list of terms and acronyms used in the report.

SUMMARY (ABSTRACT)

Provide a brief summary of the project, the biological resources present on the site, potential impacts and proposed mitigation. No new information should be provided in the summary that is not further explained elsewhere in the document. The purpose of the summary is to provide a quick reference for the public and decision-makers. Therefore, the language should be less technical than that used in the remainder of the document.

1.0 INTRODUCTION

1.1 Purpose of the Report

Discuss the purpose of the report. Depending on the site location, type of project and biological resources, the report may document compliance with the County's MSCP Subarea Plan, Resource Protection Ordinance, Biological Mitigation Ordinance or Habitat Loss Permit Ordinance and all applicable federal and state laws.

Example language: "The purpose of this report is to document the biological resources identified as present or potentially present on the project site; identify potential biological resource impacts resulting from the proposed project; and recommend measures to avoid, minimize, and/or mitigate significant impacts consistent with federal, state and local rules and regulations including the California Environmental Quality Act (CEQA), and

County of San Diego Multiple Species Conservation Program (MSCP) Subarea Plan, Resource Protection Ordinance (RPO) and Biological Mitigation Ordinance (BMO).”

1.2 Project Location and Description

Project Location. Discuss the project location in the regional and local context, and identify the Community Planning Area. Include as one of the numbered figure(s) in the report a USGS topographic map with the site and APN(s) clearly identified and labeled.

Project Description. Provide a very detailed description of the project, including all on-site and off-site components and any design alternatives. An 8.5"x11" or 11"x17" copy of the plot plan/map must be attached to the report as (a) numbered figure(s).

Describe the whole of the project, not just the immediate action being pursued. For example, a Tentative Map or Tentative Parcel Map proposes to subdivide property. The project in question is not just the increase in the number of lots, but the ultimate outcome of residential or commercial development. Another example is an application for a grading permit. The project is not just the immediate grading, but also the end result for which the land was graded.

The project description should be as detailed as possible, including details such as:

- Size of project site and area proposed for development.
- Purpose and scale of proposed uses associated with the project, such as residential development or recreational camping.
- Proposed structures (size, location, purpose, etc.).
- Location of all easements, including those for biological open space, steep slope easements, limited building zone easements, utilities and roads.
- Proposed or potential uses within open space, including proposed buffers, existing structures and/or uses that will continue under the proposed action, any requirements for access to archaeological/cultural sites, etc.
- Off-site improvements, such as for roads, utility extensions, or stormwater facilities.
- Fire fuel modification and vegetation management requirements including fuel modification adjacent to roads.
- Construction equipment staging areas.
- Proposed site access.

1.3 Survey Methods

Provide a discussion of literature reviews done prior to initiation of the surveys. Examples may include, but are not limited to: the U.S. Department of Agriculture Soil Conservation Service map for the project area; a database query of potential on-site sensitive species based on a determination of the site physical characteristics (e.g., location, elevation, soils/substrate, and topography); documentation of California Department of Fish and Game (CDFG) California Natural Diversity Database (CNDDDB)/U.S. Fish and Wildlife Service (USFWS) Geographical Information System (GIS) records for the project vicinity; and previous reports prepared for the project area.

Describe the methods and materials used to survey the property. At a minimum, the entire property must be walked and all biological resources recorded and mapped according to the County's Biological Resource Mapping Requirements. The length of time a survey should take is entirely dependent upon the size of the property and the resources present. Staff may request an additional survey if the time spent in the field does not appear adequate to have recorded all resources or the results of the survey would have been significantly affected by season, time of day or weather conditions.

Surveys must include the entire project parcel(s). In addition, habitat mapping must include land 100 feet off site consistent with section 3.1.1. In rare cases where a project only affects a small portion of a large parcel, the need to survey the entire parcel may be waived. If you wish to pursue this waiver, contact the County Project Manager.

Additional focused surveys may also be required based on season or sensitivity of species. Focused surveys must be performed by biologists with demonstrable knowledge in field detection of the subject species. Focused surveys for federally listed species must follow USFWS protocol, when such protocol exists. Permit numbers for biologists performing these focused surveys must be provided for each survey and must be included as a table in the biological report. The County's survey guidelines for burrowing owls have been described in the Strategy for Mitigating Impacts to Burrowing Owl in the Unincorporated County (Attachment A). The County's Hermes copper survey guidelines are described in the Guidelines for Hermes Copper (Attachment B). If no protocol has been established by the County or the USFWS, the methods of the focused survey must be described in the report. At the very least, focused surveys should include walking transects across all areas of the property with potential habitat for the species. All point locations and inferred territories of these species must be included on the Biological Resources Map.

In some cases, the Director of Planning and Land Use, Public Works, or Parks and Recreation may choose to postpone or suspend some seasonal

focused surveys during a particular calendar year if inaccurate or inconclusive survey results are expected due to unsuitable environmental conditions such as fires, floods, or droughts. In these cases, staff will work with project applicants to determine the best course of action. Options may include one or more of the following, determined on a case-by-case basis:

- Relying on previous year surveys.
- Resurveying the property the following year (assuming proper environmental conditions).
- Using the County's Species Predictive Model to determine presence/absence (access to data from this model is coordinated through the DPLU staff biologist).
- Reviewing records from the California Native Plant Society, California Natural Diversity Database, San Diego Plant Atlas, or other reliable sources.

When a sensitive species is identified on a property, the total number present or an estimate based on the density of individuals must be provided and the location of observed species mapped. It may also be necessary to provide these measurements (through additional field work and/or historical/available data) for off-site areas in order to fully determine the true size and extent of the local population. When feasible, the actual number of individuals should be counted in the field.

When a plant species covers several acres (3 acres or more), the approximate number and the relative density may be estimated using a reasonable sampling method. Describe the method in the report. When the plant species is too small and/or numerous to count individually or individuals are not easily discernable from one another, the quadrat sampling method may be used to determine the density and cover per unit of area. These methods rely on accurate mapping and area calculation of the population. For annual plant species and geophytes (those plant species that sprout each year from underground bulbs, corms or rhizomes), in addition to accurate mapping of the current population, provide and map the "likely limits of occurrence" (LLO) onsite based upon suitable habitat and physical conditions. The LLO is required because the population size and location will vary from year to year. Include a reasonable justification for the limits of the LLO. The amount of mitigation will be based on the LLO.

For wildlife species, the number of individuals should be approximated based on actual sightings and other available signs, such as fecal deposits, tracks and nests or burrows. The method by which the number of individuals and density of a species is determined must be described in the biological report.

Wetlands surveys will be required when a wetland resource or jurisdictional water is identified on project site. A basic wetland survey consists of mapping the boundaries of the wetland habitat based on the specific County, State and

Federal wetland definitions. Field site visits and aerial photographs generally provide enough information to complete the basic wetland survey. However, a full wetland delineation survey following the US Army Corps of Engineers standards, including soil testing, may be required when the boundaries of the wetlands are not easily discernable.

This section of the report should also include the following:

- Discuss any significant limitations to each of the surveys performed, such as timing, season or inability to access or observe portions of the property or observe adjacent properties. All reports should acknowledge the existence of time and seasonal variations such that not all species on the site would be detected.
- It may be necessary to include a map of the property depicting the areas surveyed. For example, some lands may not have been surveyed because access was denied. Where directed sensitive species surveys are required, portions of the property may not provide suitable habitat/conditions for the species. A map shall be included when transects, quadrat sampling or sample points are used.
- This section shall include a numbered table listing the dates, times and weather conditions (as applicable) as well as the biologist(s) and any applicable permit numbers performing each survey.

1.4 Environmental Setting

Describe the physical characteristics, such as topography, elevation, climate, water resources and soil types. Briefly describe the general vicinity in terms of type and density of development and infrastructure. Specify public and private ownership of land in the vicinity, particularly for preserved lands. Describe any preserved lands adjacent or contiguous with the site. Describe the existing land uses on site and on surrounding lands, including unauthorized activities.

1.4.1 Regional Context

Provide a general overview of the following, as applicable. This section is not intended to provide detailed analysis of habitats, corridors, etc., as that analysis is included in later sections.

- Location relative to approved or proposed conservation plans
- Adopted or proposed NCCP subareas
- NCCP designations (such as PAMA, BRCA, Take Authorized, etc.)
- Adjacent to preserved lands, national forests, BLM lands
- Jurisdictional waterways and watersheds
- The section should reference aerial photos as numbered figure(s) showing the relationship of the project site with surrounding lands.

1.4.2 Habitat Types/Vegetation Communities

Describe each vegetation community identified on the property, addressing the following information. This section shall include a numbered table containing acreages.

- Reference the modified Holland code classification system as modified by Oberbauer (Table 4 in the Guidelines for Determining Significance) for each vegetation community.
- List the dominant (indicator) species present.
- Describe the quality of the habitat in general, including the level of previous disturbance.
- Describe the species abundance, composition and diversity in terms of vegetative structure.
- When applicable, provide the sensitivity level (i.e. Tier level in MSCP) of each habitat type.
- Discuss the conservation value of each habitat type in terms of regional and local importance relative to other areas of similar habitat off-site.
- Discuss whether the habitat type is considered RPO Sensitive Habitat Lands, discuss the habitat tier (if MSCP), and discuss whether it is considered sensitive by state or federal agencies, as defined by these requirements.
- Describe any unique habitat types and/or physical features of the land that occur on-site. Unique habitats are generally those considered rare due to physical constraints, such as soil type or topography, or those habitats created by unusual circumstances. Examples of unique habitats include vernal pools, gabbro-based or rare successional habitat communities. Unique habitats may also be defined by a defined physical or biological habitat component providing a specialized function for a specific limited distribution species such as butterfly hill-topping or a heron rookery. Unique features include any physical characteristic that might have unusual or exceptional biological value such as cliff faces, rock outcrops, sandstone bluffs, stream banks and bars. Unique features will often be geological in nature, but may also be the result of a water resource, soil, or manufactured structures functioning as roosts or rookeries.

1.4.3 Flora

Provide a general overview of the types of plant species identified on the site. For example, determine whether the majority of the plant species are non-native, disturbance-related or natives generally found in more pristine environments. Briefly list the more common plant species identified. A complete list of all plant species identified on the site must be attached to the report, including the common name, scientific name and the vegetation community in which the plant species was identified.

1.4.4 Fauna

Format and discussion of fauna shall follow the instructions in Section 1.4.3. This section shall discuss large mammal use of the site, as well as its use for migratory birds and raptor foraging and/or nesting.

1.4.5 Sensitive Plant Species

The report must address all sensitive plant species that occur or have a high probability of occurring on the site or on land immediately adjacent to the site. This section should discuss the results of any directed surveys or habitat assessments.

Sensitive species are those considered sensitive by the County of San Diego, or any State or Federal agency. Potential to occur is derived from locality, known populations, soil or habitat types, elevation and a number of other factors.

The report must provide a table listing any sensitive species detected or having potential to be present, including its conservation status, preferred habitat (i.e. vegetation, soil, elevation range, etc.) and whether the species was detected on the site. This table shall be included as an appendix to the report. For species not detected, the table must include an evaluation of the potential for the species to be present currently or in the future and the probable reason why the species was not detected during the survey.

The report text must also contain a separate discussion for each sensitive species identified onsite or having a high potential to be present onsite. For each species, provide the number, density and location of individuals on the site (refer to *Section 1.3* for methods of measurement). The report shall also discuss the local and regional significance of the population found on the site. For each sensitive species identified, a Natural Diversity Database Form must be completed with one copy sent to the California Department of Fish and Game and one copy attached to the final report.

1.4.6 Sensitive Wildlife Species

Format and discussion of sensitive wildlife species shall follow the instructions in *Section 1.4.5*. Sensitive species are those considered sensitive by the County of San Diego, or any State or Federal agency.

1.4.7 Wetlands/Jurisdictional Waters

Describe any wetland resources and jurisdictional waters identified on the site. Provide an estimate of acreage classified as County, State and/or Federal wetlands and jurisdictional waters along with an explanation as to how the boundaries were delineated. Include a brief list of the dominant plant and wildlife species present. Describe the quality of the wetland habitat in terms of disturbance, canopy cover, species diversity and connectivity to off-site habitat. Discuss the wetland's local and regional importance.

Discuss the wetland functions and values, and include a description of the habitats' location relative to hydrologic features (*i.e.*, what is downstream from the waterway). Wetland function refers to biophysical benefits, such as groundwater recharge and discharge, flood control, flow alteration, sediment stabilization, erosion control, toxicant retention, nutrient removal and cycling, and wildlife habitat for diversity and abundance. Wetland value refers to anthropomorphic benefits such as commercial enterprise, recreation and waste assimilation, and non-market values such as aesthetics, uniqueness and heritage.

1.4.8 Habitat Connectivity and Wildlife Corridors

Describe the extent of habitat connectivity between on and off-site lands. Provide a general description of any connection that exists, including estimated acreage and habitat types. Since indirect habitat connectivity is often very important, especially in more urbanized area, discuss the project site relative to surrounding areas that might serve as an island or "stepping-stone"/archipelago connection. When a connection exists between on- and off-site habitats, list the species that are likely to use the connection.

Discuss whether the connectivity creates a block of habitat with one or more of the following values:

- A core area of habitat suitable for resident populations
- A local wildlife corridor
- A block of habitat within a larger regional linkage

This section must also discuss wildlife corridors and linkages. Include a separate discussion of local wildlife corridors and regional linkages, addressing the presence or absence of both. Corridors are generally local pathways connecting short distances usually covering one or two main types of vegetation communities. Linkages are landscape level connections between very large core areas and generally span several thousand feet and cover multiple habitat types. Regional linkages have been identified on the MSCP Subarea Plan maps. Outside MSCP, regional vegetation maps and aerial photos may be used to evaluate the potential for a linkage.

When discussing wildlife corridors and linkages, describe the topography, habitat connectivity (direct or indirect), and vegetative cover. Discuss whether linear features, such as watercourses, ridges or valleys, are present. If a corridor is present, provide widths, lengths and describe existing adjacent land uses. List the types of species that are likely to use the corridor. Describe any existing development or circumstance that might hinder existing corridors or prevent future connections from being formed.

1.5 Applicable Regulations

Briefly detail the County, State and Federal environmental regulations that apply to the project. Discuss permitting requirements such as species "take" permits, consultations, and wetland/waters permits. If consultations have occurred or permits obtained, discuss in this section.

2.0 PROJECT EFFECTS

This section shall summarize direct and indirect biological effects anticipated as a result of the proposed action, including but not limited to construction activities, post-construction impacts and off-site impacts. Significance determinations should not be discussed in this section, but should be presented in sections 3.2, 4.2, 5.2, and 6.2.

For habitats/vegetation communities, including wetlands and jurisdictional waters, summarize the acreages in a numbered table, generally following the example below. The table shall include all habitats/vegetation communities on site, including those that are not impacted or do not require mitigation. For species impacts, summarize the anticipated loss of sensitive plant and wildlife populations or individuals. Summarize any impacts to wildlife corridors, linkages and wildlife nursery sites.

Also discuss "impact neutral" areas that are not considered impacted but cannot be credited toward mitigation requirements (e.g., wetlands and wetland buffers, and circumstances discussed in the Biological Report Format and Content Requirements, section 4.2).

Table X. Sample, Habitat/Vegetation Communities and Impacts

Habitat / Vegetation Community	Existing (acres) ¹	Impacts (acres) ¹	Offsite Impacts (acres) ²	Impact Neutral (acres) ³
TOTAL				

¹ An estimate of the on-site acreage, generally rounded to the nearest tenth of an acre. For wetlands and vernal pools, the acreage may be presented in square footage or hundredths/thousandths of an acre.

² Include a column for offsite impact acreage, if the project will impact offsite biological resources.

³ Include a column for impact neutral acreage, if applicable. For example, all wetlands and wetland buffers shall be counted as "impact neutral."

3.0 SPECIAL STATUS SPECIES

3.1 Guidelines for the Determination of Significance

The project would have a substantial adverse effect, either directly or through habitat modifications, on one or more species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.

Each of the items listed under section 4.1 of the Guidelines for Determining Significance – Biological Resources should be evaluated in the report to provide evidence to support the determination of whether or not the impact is significant.

3.2 Analysis of Project Effects

Using the guidelines in *Section 3.1*, discuss the significance of any potential direct impacts to sensitive species identified on the site. Impacts are expected when a plant species was identified outside of areas proposed for preservation, or a wildlife species was identified as nesting, foraging or otherwise occurring in areas outside of the land proposed for preservation. Provide numbers of individuals and relative percentage of the population that will be impacted. Refer to *Section 1.3* for methods by which to measure population size and density and, for annual plant species and geophytes, the "likely limits of occurrence" (LLO). The report must also address whether impacts can be minimized onsite. The analysis must make a conclusion, based on the significance guidelines, whether or not these impacts are significant.

Guidelines that do not apply to the proposed action shall be listed with a brief explanation of why the guideline does not apply. For example, "The proposed project will not result in significant impacts under the following guidelines for the following reasons:

- 3.1.A. No state or federally listed species would be impacted by the project.
- 3.1.D. The site contains no habitat suitable for the arroyo toad.
- 3.1.E. No golden eagles are on site or within 4,000 feet of the site."

3.3 Cumulative Impact Analysis

A reasonable list of cumulative projects should be compiled based on past, present, and future projects that could also cumulatively contribute to the project's significant impacts. For each potential impact, a study area must be defined. The consultant, in consultation with County staff, must determine the extent of the area used in the cumulative analysis. The area should be defined by considering the following factors and others, as appropriate: land use, MSCP or HCP boundaries, species ranges, habitats, site conditions, topography, natural history of the species, best available scientific literature, etc., using best professional judgment. Analyze the significance of the cumulative impact to special status species, including raptor foraging habitat. The consultant shall determine whether the project makes a cumulatively considerable contribution to special status species, based on a project-specific analysis and the factors described above. When the project's contribution to the cumulative impact is significant, the analysis shall discuss mitigating effects of existing regional conservation plans if applicable. Mitigation may also include a reduction in the project's contribution to the loss, or a specific on- or off-site mitigation plan.

For larger projects and Environmental Impact Reports, the analysis of potential cumulative impacts should be structured as follows: "The cumulative projects study area was chosen because xxx. The cumulative projects will impact xxx (sample: xxx individuals or xxx percent). This is/is not significant because xxx." (If significant), "The project's contribution is xxx percent of the total cumulative impact. This is/is not considerable because xxx." For smaller-scale projects and those covered by an approved multi-species conservation plan, other formats for cumulative impact analysis may be appropriate. However, a project may have significant cumulative effects notwithstanding the project's conformance with a regulatory program or existing mitigation plan such as a Habitat Conservation Plan (HCP) or Natural Communities Conservation Plan (NCCP). CEQA requires an appropriate cumulative study area (geographic scope) when determining which projects to include in a cumulative analysis. If the appropriate study area is entirely within the MSCP, a project may rely on the MSCP to determine that the project's impacts are not cumulatively considerable. If, however, a project is

located on the periphery of the MSCP, or the project lies both within and outside the MSCP, the cumulative study area must extend beyond the boundaries of the MSCP as necessary to address the appropriate resource(s). Cumulative mitigation measures should only address significant cumulative impacts.

3.4 Mitigation Measures and Design Considerations

For sensitive species, mitigation must consist of compensatory habitat that provides equal or greater benefit to the species. For low-level sensitive species (C- and D-listed plants, Group II animals), this is generally done concurrently with habitat-based mitigation. For the high-level sensitive species (A- and B-listed plants, Group I animals), the mitigation requirement shall be ratio based. Survey results for the mitigation site must demonstrate it meets this basic mitigation requirement. Species-based mitigation land may also satisfy the habitat/vegetation community mitigation requirements of the same project.

Provide brief descriptions of proposed mitigation measures and design considerations. Refer to Attachment A of these report format and content requirements for mitigating impacts to burrowing owls, Attachment B for Hermes copper butterfly, Attachment C for cactus wren and Attachment D for Typical Mitigation Measures. For each measure, state the impact being mitigated. Some mitigation measures will require additional details, such as a Resource Management Plan (RMP)/Habitat Management Plan (HMP), or a Conceptual RMP to which more detail can be added later in the environmental review process to make it an RMP. Guidelines for preparing a Conceptual Resource Management Plan are given in Attachment E.

3.4.1 *Plant Species*

Species-based mitigation shall be provided for List A and List B plant species. Mitigation at a 2:1 or 3:1 ratio for A-listed species shall be provided, depending on the sensitivity of the affected population. Mitigation at a minimum ratio of 1:1 shall be provided for B-listed species. For annual plant species and geophytes, the report shall define impacts and mitigation in terms of the species' "likely limits of occurrence" (LLO) and confirmation of the species presence on the mitigation site (refer to *Section 1.3* for methods of measurement). The report must discuss habitat preservation and management of the mitigation site and measures to minimize impacts onsite, as applicable.

3.4.2 *Animal Species*

Species-based mitigation shall be provided for Group I animal species. The report shall determine whether the mitigation site directly benefits the species

(presence verified) and provides greater benefit to the species than that impacted. The report shall propose mitigation measures above normal habitat mitigation and may propose occupation by an equal or greater number of Group I individuals. The report must propose adequate mitigation which may include preservation and management of the mitigation site, construction limitations during breeding season, and measures to minimize edge effects.

3.5 Conclusions

For each significant impact, determine if the proposed mitigation measures have reduced the significance level to "less than significant" in accordance with the stated Significance Guidelines.

4.0 RIPARIAN HABITAT OR SENSITIVE NATURAL COMMUNITY

The format of the biology reports is based on the CEQA Guidelines, which discusses riparian and sensitive habitats in a separate section from wetlands. Jurisdictional wetlands are discussed in *Section 5.0*.

4.1 Guidelines for the Determination of Significance

The project would have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.

Each of the items listed under section 4.2 of the Guidelines for Determining Significance – Biological Resources should be evaluated in the report to provide evidence to support the determination of whether or not the impact is significant.

4.2 Analysis of Project Effects

Using the guidelines in *Section 4.1*, discuss the significance of all direct and indirect vegetation and habitat impacts that might occur as a result of the proposed project. The evaluation should consider the type and density of proposed development, potential uses within the open space and basic project design. Along with each impact, provide a determination as to whether the impact is significant and whether mitigation may be applied to reduce the significance. The determination of significance should be accompanied by a brief explanation as to how the conclusion was reached.

All potential impacts resulting from any part of the project must be included, even if the impacts are temporary, off-site or may not occur until a future

phase of the project, such as grading following a Tentative Map. The impact analysis shall be separated according to the significance guidelines listed in *Section 4.1*. Guidelines that do not apply to the proposed action shall be listed with a brief explanation of why the guideline does not apply.

Habitat that will potentially be removed as a result of grading or clearing associated with the project is considered impacted. For most discretionary actions, any habitat not protected within open space easements is considered impacted since few restrictions apply to prevent future clearing. Use permits and other types of actions tied directly to plot plans may, in some cases, consider impacts only to that land specifically proposed for development. In all cases, fire fuel modification and vegetation management requirements, and off-site improvements are part of the project and are considered direct impacts.

Open space should be conserved in single blocks rather than multiple small patches, preferably with off-site connectivity to other open space areas. No isolated pockets of open space should be proposed for mitigation, except when avoidance is required for a particular resource by an ordinance. Existing and proposed open space, publicly owned lands, and established preserves or mitigation banks are preferred to provide off-site connectivity. The value of connectivity to adjacent unprotected vacant land shall consider the likely future viability of that connection. A site may be in a heavily developed area, but a small isolated drainage or creek may require protection under RPO. In these cases, only the resource requiring avoidance or protection, and its associated buffer, will be placed within open space. For impact analysis and mitigation purposes, land within these isolated open space areas should be considered "impact neutral", meaning they are not considered impacted, nor can they be used towards mitigation requirements.

The area within 100 feet of an existing permitted and occupied structure shall be considered "impact neutral." For this paragraph, structure is defined as a residence and attached garage, building or related facility that is designed primarily for human habitation or buildings designed specifically to house farm animals. Decking, fences, sheds, gazebos, and detached garages less than 250 square feet are not considered structures for the purposes of this paragraph.

When a project proposes a subdivision that will result in one or more residential lots larger than 15 acres, the applicant may choose to either consider the whole site impacted, or to limit the impact areas. For these large lot subdivisions, the options are:

1. Typical subdivision processing. The applicant for the proposed map may choose to consider all land not included within an open space easement as impacted. By doing this during the map phase, impacts would be

assessed and mitigation proposed for the entire site. The future parcel owner would still be required to obtain permits for new discretionary actions not foreseen in the map phase (such as additional fire fuel modification and vegetation management, agricultural clearing, and clearing for accessory structures), but the environmental review process for those future discretionary actions would be shortened.

2. Using "impact neutral" designations. The applicant may choose to have just 5 acres per new lot considered in the impact and mitigation analysis. The proposed map must show where these 5 acres would likely be cleared on each lot and those would be the areas analyzed. The environmental documents would state that any remaining areas not included within open space were considered "impact neutral" for purposes of analysis, meaning that the area is not considered impacted or used for mitigation credit. Any future clearing within the "impact neutral" areas would require appropriate permits and full environmental review.

The analysis must make a conclusion, based on the significance guidelines, whether or not these impacts are significant.

4.3 Cumulative Impact Analysis

Format and discussion shall follow the instructions in *Section 3.3*. For habitats and vegetation communities, the study area may be the County defined "ecoregion" or other applicable area. Format and discussion shall follow the instructions in *Section 3.3*.

4.4 Mitigation Measures and Design Considerations

Provide brief descriptions of proposed mitigation measures and design considerations. Refer to Attachment D of these report requirements for the County's Typical Mitigation Measures. For each measure, state the impact being mitigated. Some mitigation measures may require additional details, such as:

1. Revegetation Plans –A Final Plan may be required as a condition of the project, to be completed at a later date (i.e. prior to grading or finalizing the map). The biological report shall provide a Conceptual Revegetation Plan in accordance with the County's Guidelines. The Conceptual Revegetation Plan must follow the County's Report Format and Content Requirements – Revegetation Plans; however, the conceptual plan need not be prepared by a consultant on the County's Approved Revegetation Plan Preparer list, and neither a cost estimate nor detailed irrigation and landscape architect drawings are required.

2. Resource Management Plans (RMP) (formerly known as Habitat Management Plans (HMPs) – a Final Plan may be required as a condition of the project, to be completed at a later date (i.e. prior to grading or finalizing the map). The biological report shall provide a Conceptual Resource Management Plan in accordance with the County's Guidelines.

4.5 Conclusions

Format and discussion shall follow the instructions in Section 3.5.

5.0 JURISDICTIONAL WETLANDS AND WATERWAYS

The format of the biology reports is based on the CEQA Guidelines, which discusses riparian and sensitive habitats in a separate section from wetlands. Riparian habitat is discussed in *Section 4.0*.

Each of the items listed under section 4.3 of the Guidelines for Determining Significance – Biological Resources should be evaluated in the report to provide evidence to support the determination of whether or not the impact is significant.

5.1 Guidelines for the Determination of Significance

The project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption or other means.

Refer to Section 4.1 guidelines above.

5.2 Analysis of Project Effects

Describe all impacts to Federal, State, and County wetlands and/or jurisdictional waters. The report shall state whether impacts would require State or Federal wetland permits or Regional Water Quality Control Board (RWQCB) permits. The analysis must make a conclusion, based on the significance guidelines, whether or not these impacts are significant. Note: For projects subject to the RPO, avoidance of wetlands and wetland buffers is required.

5.3 Cumulative Impact Analysis

Format and discussion shall follow the instructions in Section 3.3.

5.4 Mitigation Measures and Design Considerations

Format and discussion shall follow the instructions in Section 3.4. Note that wetlands and wetland buffers that are required to be preserved by the Resource Protection Ordinance (RPO) are considered "impact neutral" and cannot be credited toward mitigation requirements.

5.5 Conclusions

Format and discussion shall follow the instructions in Sections 3.5.

6.0 WILDLIFE MOVEMENT AND NURSERY SITES

6.1 Guidelines for the Determination of Significance

The project would interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

Each of the items listed under section 4.4 of the Guidelines for Determining Significance – Biological Resources should be evaluated in the report to provide evidence to support the determination of whether or not the impact is significant.

6.2 Analysis of Project Effects

Using the guidelines in Section 6.1, discuss the project site in terms of existing wildlife corridors and linkages and wildlife nursery sites. Discuss corridor/linkage functions and what species are likely to be using the site for movement and breeding activities. Analyze whether there will be impacts to existing habitat connectivity both on- and off-site, or to a native wildlife nursery sites, based on the likely functions that will be retained after project implementation. Provide details such as extent of impact and whether connectivity and nursery sites might be retained elsewhere.

This section must also discuss the potential for increased wildlife road fatalities due to increased project-related traffic. Analyze the potential impacts, including the effects of corridor constriction or elimination from the project itself and/or from any proposed barriers or crossings. Include details regarding corridor widths and lengths that will result from the project. The analysis must make a conclusion, based on the significance guidelines, whether or not these impacts are significant.

Guidelines that do not apply to the proposed action shall be listed with a brief explanation of why the guideline does not apply.

6.3 Cumulative Impact Analysis

Format and discussion shall follow the instructions in Section 3.3.

6.4 Mitigation Measures and Design Considerations

Format and discussion shall follow the instructions in Section 3.4.

6.5 Conclusions

Format and discussion shall follow the instructions in Section 3.5.

7.0 LOCAL POLICIES, ORDINANCES, ADOPTED PLANS**7.1 Guideline for the Determination of Significance**

The project would conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, and/or conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan.

Each of the items listed under section 4.5 of the Guidelines for Determining Significance – Biological Resources should be evaluated in the report to provide evidence to support the determination of whether or not the impact is significant.

7.2 Analysis of Project Effects

Using the guidelines in Section 6.1, discuss how the project will comply with local policies, ordinances, and plans. Guidelines that do not apply to the proposed action shall be listed with a brief explanation of why the guideline does not apply.

7.3 Cumulative Impact Analysis

Format and discussion shall follow the instructions in Section 3.3.

7.4 Mitigation Measures and Design Considerations

Format and discussion shall follow the instructions in Section 3.4.

7.5 Conclusions

Format and discussion shall follow the instructions in Section 3.5.

8.0 SUMMARY OF PROJECT IMPACTS AND MITIGATION

This section shall provide a brief text summary of project impacts and mitigation. The report shall include a numbered table with habitat acreages, generally following the example below. The table shall include all habitats/vegetation communities on site, including those that are not impacted or do not require mitigation. Use the sample table provided below.

**Table X.X.
Habitat/Vegetation Communities, Impacts, Mitigation**

Habitat / Vegetation Community	Existing (acres) ¹	Impacts (acres) ¹	Offsite Impacts (acres) ²	Mitigation Ratio	Mitigation Required (acres)	Preserved On-Site (acres) ¹	Impact Neutral (acres) ³	Off-Site Mitigation (acres)
Total								

¹ An estimate of the on-site acreage, generally rounded to the nearest tenth of an acre. However, for wetlands and vernal pools, the acreage may be presented in square footage or hundredths/thousandths of an acre.

² Include a column for offsite column if the project will impact offsite resources.

³ Include a column for impact neutral acreage if applicable. For example, all wetlands and wetland buffers are counted as "impact neutral."

This section shall also provide a mitigation table that summarizes all mitigation measures and refers to the Guideline(s) that require each measure. Use the sample table provided below.

**Table X.X.
Summary of Mitigation Measures**

Proposed Mitigation	Level of Significance after Mitigation	Guideline Number(s)

9.0 REFERENCES**10.0 LIST OF PREPARERS AND PERSONS AND ORGANIZATIONS CONTACTED**

Provide a list of preparers, noting each person included on the County list of approved consultants. The principal author must be on the list or the report will not be accepted.

TECHNICAL APPENDICES / ATTACHMENTS

The Table of Contents shall list each document attached to the report in the order in which they are referenced in the report. The following documents must be included in the report, either in the text (if size is appropriate) or as an Attachment:

- A. Observed Species Lists, Flora and Fauna. A list of all species identified on the site, including the common name, scientific name and the vegetation community in which the species was identified.
- B. Potential Sensitive Species List, Flora and Fauna (format follows) to contain all sensitive species with the potential to reside, forage or otherwise use the site. The table will include the conservation status, preferred habitat (i.e. vegetation, soil, elevation range, etc.) and whether the species was detected on the site. For species not detected, the table will include a determination of the potential for the species to be present currently or in the future and factual basis for that determination (the probable reason why the species was not detected during the survey).
- C. A California Natural Diversity Database Form (CNDDDB) must be attached to the final report for each sensitive species that was identified on the site. A copy of the CNDDDB form shall also be sent to the CDFG.
- D. Biological Resource Map and project plot plan/map (if not clearly shown on the biological resource map), unless these are included as clear reduced figures elsewhere in the document (clear 11x17-inch maximum figures are preferred).
- E. Open Space Map and reduced copy of the Open Space Map to be included within the document (11x17 inch max), showing location of fencing and signage, if open space easements are proposed.
- F. Signed survey reports for all directed or focused surveys. When applicable, a copy of the survey results letter sent to USFWS should be included. Signed survey reports may be bound separately from the main report to eliminate the need to resubmit the signed survey report if further revisions to the Biological Resource Report are necessary.
- G. Vicinity and USGS topographic maps if not included elsewhere in the document.
- H. Any other documents necessary to supplement the information provided within the biological report.

Sensitive Species Table Format. The County will provide a list of sensitive plant and animal species with the potential to exist on the project site. The report shall include each sensitive species on the list in table form documenting its sensitivity status (County, State and Federal, as appropriate), its preferred habitat and whether it was detected on-site by direct or indirect evidence. If the species was not detected, the table shall address its potential for occurrence (habitat assessment) with facts to support each conclusion. The following table shows the headings for the table that can be prepared in portrait or landscape format.

Scientific Name and Common Name	Sensitivity Code & Status (Federal, State, County, other)	Habitat Preference/ Requirements	Verified On Site Yes/No (direct / indirect evidence)	Potential to Occur On Site (Observed or L/M/H/U)	Factual basis for determination of occurrence potential

Sensitivity codes shall be defined at the end of the table.

2.3 **Biological Resource Letter Report**

A letter report may be adequate to document biological resources if the project site is small and/or the site has limited biological resources. Based on the information provided in the biological letter report, DPLU may require additional focused surveys and/or a Full Biological Resource Report.

2.3.1 **Outline**

The following outline should be followed when preparing a Biological Resources Letter Report.

<u>Biological Resource Letter Report Outline</u>
Summary
Introduction, Project Description, Location, Setting
Regional Context
Habitats / Vegetation Communities
Special Status Species
Jurisdictional Wetlands and Waterways
Other Unique Features / Resources

Significance of Project Impacts and Proposed Mitigation**Cumulative Impacts****References****Preparer and Persons/Organizations Contacted****Attachments****2.3.2 Content**

Although a cover page is not required for a letter report, the first page of the report shall contain the following information:

- Project common name;
- Project numbers (i.e. TM, ZAP, etc.) including the environmental log number (ER);
- Date (original letter report date plus all revisions);
- Name of County Approved CEQA Consultant preparing document, firm name (if applicable) and address;
- Signature of County Approved CEQA Consultant;
- Project proponent's name and address;
- The following statement: "Prepared for The County of San Diego."

Summary

Provide a brief summary of the project, the biological resources present on the site, potential impacts and proposed mitigation. No new information should be provided in the summary that is not further explained elsewhere in the document. The purpose of the summary is to provide a quick reference for the public and decision-makers. Therefore, the language should be less technical than that used in the remainder of the document.

Introduction, Project Description, Location, Setting

Completely describe the proposed project, including all off-site impacts and fire fuel modification and vegetation management requirements. Provide a brief summary of the project location, survey dates and times, and biological resources present on the site.

Regional Context

Provide a general overview of the following, as applicable:

- Location relative to approved or proposed conservation plans
- Adopted or proposed NCCP subareas
- NCCP designations (such as PAMA, BRCA, Take Authorized, etc.)
- Adjacent to preserved lands, national forests, BLM lands
- Jurisdictional waterways and watersheds
- The section should reference aerial photos as numbered figure(s) showing the relationship of the project site with surrounding lands.

Habitats / Vegetation Communities

- Estimate acres present for each habitat type / vegetation community, rounded to the nearest tenth of an acre. However, for sensitive habitats (such as wetlands, jurisdictional waters, and vernal pools), the acreage may be presented in square footage or hundredths/thousandths of an acre.
- List dominant (indicator) species present.
- Describe habitat quality, including the level of previous disturbance.
- Discuss species abundance, composition and diversity in terms of vegetative structure and wildlife present.
- Discuss whether the habitat type is considered RPO Sensitive Habitat Lands, discuss the habitat tier (if MSCP), and discuss whether it is considered sensitive by state or federal agencies, as defined by these requirements.
- Discuss the conservation value of each habitat type in terms of regional and local importance relative to other areas of similar habitat off-site.

Special Status Species

- Address all sensitive species with potential to occur on the site or on land immediately adjacent to the site.
- Discuss large mammal use
- Discuss migratory bird and raptor foraging and/or nesting.
- If the results of the survey include high-level sensitive species (A- and B-listed plants, Group I animals), staff will generally require preparation of a Full Biological Report. When a sensitive species is identified on a property, provide the number and density of individuals. It may also be necessary to provide these measurements for off-site areas in order to fully determine the true size and extent of the local population. When feasible, the actual number of individuals should be counted in the field. When a plant species covers several acres (3 acres or more), the approximate number and density may be estimated using a reasonable

sampling method. Describe the method in the report. When the plant species is too small or numerous to count individually or individuals are not easily discernable from one another, the quadrat sampling method may be used to determine the density and cover per unit. These methods rely on accurate mapping and area calculation of the population. For annual plant species, in addition to accurate mapping, provide and map the "likely limits of occurrence" (LLO) onsite based upon suitable habitat and physical conditions. This is required because the population size and location will vary from year to year. For animal species, the number of individuals should be approximated based on actual sightings and other available signs, such as fecal deposits, tracks and nests or burrows. The method by which the number of individuals and density of a species is determined must be described in the biological report.

- Generally, if protocol or focused surveys are required a Full Biological Report is required. However, if Protocol Surveys are required with a Letter Report, summarize the report conclusions and attach the Protocol Survey report. If focused surveys (non-protocol surveys) are required, the Letter Report shall present the field methods and results. Focused surveys must be done by biologist(s) with demonstrable knowledge in field detection of the subject species. Protocol surveys for federally listed species must follow USFWS protocol. Permit numbers for biologists performing these focused surveys must be provided and field notes for each survey must be attached to the biological report. All point locations and inferred territories of these species must be included on the Biological Resources Map. For species too numerous to map or where exact locations are not known, a notation on the map will suffice.

Jurisdictional Wetlands and Waterways

- Describe all wetland and water resources found on the site.
- Estimate acres classified as County, State and/or Federal wetlands along with an explanation as to how the boundaries were delineated.
- Include a brief list of the dominant plant and wildlife species present that were either detected or likely using the site.
- Describe wetland habitat quality including disturbance, canopy cover, species diversity and connectivity to off-site habitat.
- Discuss the wetland in terms of local and regional importance.
- Wetlands must be accurately plotted on the Biological Resources Map.

Other Unique Features/Resources

Provide a brief description of unique features/resources including but not limited to:

- Wildlife Corridors and Linkages
- Topography/Connectivity
- Regional or Local Setting

- Other biological functions such as foraging, hill-topping, roosting, rock outcroppings
- Sensitive soils

Significance of Project Impacts and Proposed Mitigation

The letter report shall discuss all significant impacts to biological resources, and shall propose applicable and feasible mitigation measures that will reduce impacts to less than significant. Include a table with habitat acreages, generally following the example below. The table shall include all habitats/vegetation communities on site, including those that are not impacted or do not require mitigation.

**Table X.X. Sample
Habitat/Vegetation Communities, Impacts, Mitigation**

Habitat / Vegetation Community	Existing (acres) ¹	Impacts (acres) ₁	Offsite Impacts (acres) ₂	Mitigation Ratio	Mitigation Required (acres)	Preserved On-Site (acres) ¹	Impact Neutral (acres) ³	Off-Site Mitigation (acres)
Total								

¹ An estimate of the on-site acreage, generally rounded to the nearest tenth of an acre. However, for wetlands and vernal pools, the acreage may be presented in square footage or hundredths/thousandths of an acre.

² Include a column for offsite impacts if the project will impact offsite resources.

³ Include a column for impact neutral acreage if applicable. For example, all wetlands and wetland buffers are counted as "impact neutral."

Cumulative Impacts

A reasonable list of cumulative projects should be compiled based on past, present, and future projects that could also cumulatively contribute to the project's significant biological impacts. Analyze the significance of the cumulative impact. Determine whether the project makes a cumulatively considerable contribution to the impact. The report should address each resource in terms of potential cumulative impacts. When the project's contribution to the cumulative impact is significant, the analysis should include a discussion of mitigating effects of existing regional conservation plans if applicable. Mitigation may also include a reduction in the project's contribution, or a specific on- or off-site mitigation plan.

For smaller-scale projects and those covered by an approved multi-species conservation plan, other formats for cumulative impact analysis may be appropriate. However, a project may have significant cumulative effects notwithstanding the project's conformance with a regulatory program or existing mitigation plan such as a Habitat Conservation Plan (HCP) or Natural

Communities Conservation Plan (NCCP). For more details regarding cumulative impact analyses, refer to section 3.3 of the content guidelines for Full Biological Resource Reports.

References

Preparer and Persons/Organizations Contacted

Biological Resource Letter Reports must be prepared by a County-approved consultant.

Attachments

The following documents should be included in the report, either in the text (if size is appropriate) or as an Attachment:

- Observed Species Lists, Flora and Fauna. A list of all species identified on the site, including the common name, scientific name and the vegetation community in which the species was identified.
- Potential Sensitive Species List, Flora and Fauna (format follows) to contain all sensitive species with the potential to reside, forage or otherwise use the site. The County will provide a list of sensitive plant and animal species with the potential to exist on the project site. The report shall include each sensitive species on the list in table form documenting its sensitivity status (County, State and Federal, as appropriate), its preferred habitat and whether it was detected on-site by direct or indirect evidence. If the species was not detected, the table shall address its potential for occurrence (habitat assessment) with facts to support each conclusion. Sensitivity codes shall be defined at the end of the table.
- California Natural Diversity Database Form(s) (CNDDDB) must be attached to the final report for each sensitive species identified on site. A copy of the CNDDDB Form shall also be sent to the CDFG.
- Biological Resources Map including a reduced copy within the letter report.
- Open Space Map including a reduced copy of the Open Space Map in the report, if Open Space is proposed.
- Signed survey reports for all directed or focused surveys. When applicable, a copy of the survey results letter sent to USFWS should be included. Signed survey reports may be bound separately from the letter report to eliminate the need to resubmit the signed survey report if further revisions to the Biological Letter Report are necessary.
- Vicinity and USGS topographic maps and aerial photograph if not included elsewhere in the document.
- Any other documents necessary to supplement the information provided within the biological letter report.

3.0 BIOLOGICAL RESOURCE MAPPING GUIDELINES

3.1 SanBIOS

Biological Resources mapping must follow the SanBIOS formats. Created in 2009, the SanBIOS database serves as a single repository of species observations collected by various departments within the County of San Diego's Land Use and Environment Group. Coordination of biological species tracking between departments ensures a complete dataset, meeting a specific data standard, and will provide the best available information to environmental scientists, advocacy groups, all County departments, and various agencies. By adhering to common standards, organizations are more able to share data and determine the value of a dataset.

In accordance with County of San Diego's GIS Policy #4, all species observations are to be collected and submitted to the County using the SanBIOS standards and template. SanBIOS GIS Data Standard User Manual, Version 1 is included in these Report Format and Content Requirements as Appendix F.

3.2 Extent of Mapping Required

3.2.1 Project Boundary

Biological Resource mapping must include the entire project parcel(s) plus 100 feet onto adjoining properties. In rare cases where a project only affects a small portion of a large parcel, the need to map the entire parcel may be waived. If you wish to pursue this waiver, contact the County Project Manager.

3.2.2 Off-site Improvement Areas

Any required off-site improvements (e.g., road improvements, fire fuel modification and vegetation management requirements, utility extensions, stormwater Best Management Practices, etc.) must be mapped in accordance with these requirements. Mapping should include maximum area necessary to complete the improvement

3.2.3 Off-site Biological Mitigation Areas

If off-site biological mitigation is proposed and the off-site area is not part of a formally adopted mitigation bank, the proposed areas must be mapped in accordance with these requirements.

3.3 Map Layout

3.3.1 Base Map

The Biological Resource Map must be completed using a base map that includes:

- The most recent project plot plan including all existing and proposed easements for utilities, roads, drainage, etc.
- The proposed maximum limits of disturbance for the project (on and off site); including grading, fire fuel modification and vegetation management requirements, septic systems, wells, construction staging areas, road improvements, drainage improvements, etc.
- Fire fuel modification and vegetation management requirements including fuel modification adjacent to roads.
- Proposed Biological Open Space/Conservation Easements.
- Limited Building Zone Easements. These easements must be located adjacent to all biological open space easements to prevent fire fuel modification and vegetation management within biological open space areas. They should be a minimum of 100 feet in width unless an extended or reduced width is approved by the appropriate fire authorities and supported by the Fire Protection Plan for the project (where applicable). See Attachment G of these guidelines for a visual depiction of Limited Building Zone Easements.
- Existing Easements. All existing easements must be shown and labeled. This includes previously dedicated biological open space easements, steep slope easements, road easements, utility easements, etc.
- Topography (County topographic data is sufficient).
- Major roads and major road names.
- Both proposed (solid lines) and existing (dashed lines) parcel/lot lines.
- Assessor Parcel Numbers
- North arrow
- Bar Scale

NOTE: If the scale and the quantity of information on the map render the map illegible or overly complex, the map scale should be reduced or the information should be divided between the base map and an "overlay" map.

3.3.2 Scale

Acceptable scales are 1" = 20' through 1" = 200'. The maximum allowable size of the map sheet is 48" x 36". Each map shall include a bar and number scale. Regardless of the scale used, the map must be legible. Note: Scale should be appropriate to fit entire project on one sheet and to clearly view the resources and legend. For extremely large project sites that would not fit on one sheet at

the above scales, coordinate with the County Staff Biologist to determine appropriate scale.

3.3.3 Multiple Sheet Maps

Biological Resource Maps must be one contiguous sheet of the entire project parcel(s) unless, given the scale and legibility limitations described above, a project's size prohibits the use of a single sheet map using the acceptable scale (a maximum project parcel dimension of approximately 9000' x 6500'). In the rare occasion that the map cannot be placed on a single sheet, a multiple sheet map is acceptable. All multiple sheet maps must have a larger scale, single-sheet index map showing the relationship of all detail sheets. Each detail map sheet must meet all of the requirements listed in this document and be of a consistent scale.

3.3.4 Submittal Requirements

For initial and other draft submittals, three to five copies of the Biological Resource Map shall be submitted. The number of maps necessary at submittal will depend on whether consultation/meetings with the resource agencies will be required. Upon finalization, additional copies will be required based upon public review and/or public hearing requirements. With the final document, a digital version of the Biological Resource Map shall be submitted in accordance with DPLU Electronic Document Guidelines.

3.4 Habitat Identification

3.4.1 Required Habitat Classification System

All Biological Resource Maps and studies shall incorporate the modified Holland code classification system for vegetation communities. A Holland Classification must cover all areas on the project site and surrounding area. The map legend must reference both the Holland numeric code as well as the Holland vegetation community name.

Habitat areas shall be clearly delineated on the Biological Resource Maps using either varying patterns or varying colors.

The following references shall be used for vegetation:

- Holland, R. F., 1986, *Preliminary Descriptions of the Terrestrial Natural Communities of California*. Nongame-Heritage Program, State of California, Department of Fish and Game, Sacramento, CA, 157 p.
- Oberbauer, T., 1996, *Terrestrial Vegetation Communities in San Diego County Based on Holland's Descriptions*, 6 p.

3.4.2 Mixtures of Habitat Components

Where vegetation contains a mixture of component and indicator species from two or more Holland vegetation communities, the indicator species that appear with the greatest vegetation coverage shall be used to identify the vegetation community.

3.4.3 Burned Habitat

Areas recovering from fire shall be mapped using the resurgent vegetation as indicators of the probable resultant habitat. When the fire is so recent that no new vegetation has emerged, historical evidence such as aerial photos and the County's vegetation mapping information shall be used to map the habitat that was burned.

3.4.4 Previously Graded or Cleared Lands:

- Unauthorized Grading/Clearing – Areas graded or cleared without a legal permit or authority shall be mapped as the vegetation type present prior to the unauthorized activity (forensic mapping) based on County records and regardless of the time that has lapsed. Historical evidence, such as aerial photography or the County's vegetation mapping information, shall be used to determine the habitat that once existed.
- Legal Clearing Related to Preparation of Land for Development – Areas legally graded or cleared in preparation for the proposed project shall also be mapped as the habitat that existed prior to the clearing unless previous environmental review was conducted and appropriate mitigation applied. The California Environmental Quality Act requires assessment of the "whole of the proposed project" which includes activities completed in preparation for the project. Examples include geotechnical testing, septic testing, well drilling/testing, surveying and recent (less than 5 years prior to project application) clearing or grading (including agricultural clearing or grading) completed without a clear documented purpose. Historical evidence, such as aerial photography or the County's vegetation mapping information shall be used to determine the habitat that once existed.
- Legal Clearing – Areas graded or cleared with legal authority (i.e. upon issuance of a County permit) that are not related to preparing the land for development may be mapped as the existing disturbed land, developed land, agriculture or other appropriate habitat type.

3.4.5 Additional Habitat Identification Information

While Holland gives information regarding habitat attributes, the following additional guidance shall be followed in determining the proper code for disturbed land, non-native grassland, agriculture, coastal sage-chaparral scrub, and native grassland classifications:

- Developed (Holland 12000) – Land that has been constructed upon or otherwise covered with a permanent unnatural surface shall be considered Developed. Areas where no natural land is evident due to a large amount of debris or other materials being placed upon it may also be considered Developed (e.g. car recycling plant, active quarry, etc.).
- Disturbed Land (Holland 11300) – Disturbed land includes areas in which the vegetative cover comprises less than 10 percent of the surface area (disregarding natural rock outcrops) and where there is evidence of soil surface disturbance and compaction from previously legal human activity; or where the vegetative cover is greater than 10 percent, there is soil surface disturbance and compaction, and the presence of building foundations and debris (e.g., irrigation piping, fencing, old wells, abandoned farming or mining equipment) resulting from legal activities (as opposed to illegal dumping). Vegetation on disturbed land (if present) will have a high predominance of non-native and/or weedy species that are indicators of surface disturbance and soil compaction, such as Russian thistle (*Salsola tragus*), telegraph weed (*Heterotheca grandiflora*), horehound (*Marrubium vulgare*), and sow-thistle (*Sonchus oleraceus*). Although non-native grasses may be present on disturbed land, they do not dominate the vegetative cover. Examples of disturbed land include the following activities, if preformed under legal means: recently graded firebreaks, graded construction pads, construction staging areas, off-road vehicle trails, and old homesites.
- Non-native grassland (Holland 42200) – Non-native grassland is a mixture of annual grasses and broad-leaved, herbaceous species. Annual species comprise from 50 percent to more than 90 percent of the vegetative cover, and most annuals are non-native species. Non-native grasses typically comprise at least 30 percent of the vegetation, although this number can be much higher in some years and lower in others, depending on land use and climatic conditions. Usually, the annual grasses are less than 1 m (3 ft) in height, and form a continuous or open cover. Emergent shrubs and trees may be present, but do not comprise more than 15 percent of the total vegetative cover. Characteristic non-native grassland species include foxtail chess (*Bromus madritensis* ssp. *rubens*), ripgut grass (*Bromus diandrus*), wild oats (*Avena* spp.), fescues (*Vulpia* spp.), red-stem filaree (*Erodium cicutarium*), mustards (*Brassica* spp.), lupines (*Lupinus* spp.) and goldfields (*Lasthenia* spp.), among others. This definition is consistent with non-native grassland definitions in conservation plans adopted by other jurisdictions

within San Diego County.

- Agriculture (Holland 18000-18320) – Agriculture refers to lands subject to routine and ongoing commercial operations associated with farm, grove, dairy or other agricultural businesses. Agriculture shall include: (1) The cultivation and tillage of the soil; crop rotation; fallowing for agricultural purposes; the production, cultivation, growing, replanting and harvesting of any agricultural commodity including viticulture, vermiculture, apiculture, or horticulture; (2) The raising of livestock, fur bearing animals, fish, or poultry, and dairying; (3) Any practices performed by a farmer on a farm as incident to or in conjunction with those farming or grove operations, including the preparation for market, delivery to storage or to market, or delivery to carriers for transportation to market; and (4) Ordinary pasture maintenance and renovation and dry land farming operations consistent with rangeland management and soil disturbance activities. All such activities must be consistent with the economics of commercial agricultural operations and other similar agricultural activities. Irrigation or disking alone does not indicate an improved pasture. Grazing land (“unimproved pastureland”) continues to retain the biological value of grassland and may not meet the Agriculture vegetation classification. Agricultural land left fallow may revert to non-native grassland habitat or other native/naturalized habitat. An assessment shall be made as to whether the land now supports native or naturalized habitat after an absence of active agricultural activity, such as seeding or harvesting for four or more years.
- Coastal sage-chaparral scrub – Coastal sage scrub and southern mixed chaparral are identified by the dominant indicator species present. In cases where the two habitats are co-dominant and at least 50% of the habitat is indicative of coastal sage scrub, then the habitat shall be labeled as “coastal sage-chaparral scrub”.
- Native Grassland – There is often a debate as to how to delineate native and non-native grassland, particularly when one often occurs as one or more patches within a larger expanse of the other. Native grassland (Holland 42100) should be identified when *Nassella* species and other native herbs including those in the genera *Sanicula*, *Sidalcea*, *Sisyrinchium*, *Eschscholzia* or *Lasthenia* are present. The percentage cover of Native species at any one time may be quite low. An area will qualify as Native Grassland if more than a 20% cover of native perennial species is present using a 1 x 1 meter quadrat.

3.5 Sensitive Species, Other Habitat Features and Wetland Mapping Requirements

3.5.1 Sensitive Species

Locations/areas of observed sensitive plant and animal species shall be identified on the biological resources map. Sensitive species locations/areas should be shown on the same map as the habitat classifications. It may also be necessary to provide these measurements (through additional field work and/or historical/available data) for off-site areas in order to fully determine the true size and extent of the local population. For species too numerous to map the limits of the population shall be delineated. Where the species is distributed across the entire site or where exact locations are not known, a notation on the map will suffice. For annual plant species and geophytes, in addition to accurate mapping of where the species were observed, provide and map the "likely limits of occurrence" (LLO) onsite based upon suitable habitat and physical conditions. Mapping of the LLO is required because the population size and location will vary from year to year.

3.5.2 Significant Habitat Features

Habitat features such as caves, rock outcroppings or cliff faces, shall be identified. It is understood that many of these features do not have a unique Holland Classification. Therefore, while these significant habitat feature areas must be included, a valid and appropriate Holland Classification must nonetheless identify all areas mapped. Habitat features should not be delineated from, but included within the mapped habitat that surrounds the feature (usually as some form of crosshatching).

3.5.3 Jurisdictional Wetlands and Waterways

County, State and Federally defined wetlands and waters of the U.S. may be included within several Holland vegetation communities. These communities are typically riparian in nature, such as southern coast live oak riparian forest and southern willow scrub. However, a wetland or waters of the U.S. may occasionally be within a vegetation community that is normally considered upland, such as a coastal sage scrub vegetated drainage. The boundaries of all wetlands and waters of the U.S. must be mapped in addition to the vegetation/habitat per the Holland Codes. This can usually be accomplished using crosshatching or similar methods. In all cases, the treatment of land considered wetlands and waters of the U.S. should follow wetlands standards and guidelines at the County, State and Federal level, regardless of the overlying vegetation type.

The following is the County Resource Protection Ordinance (RPO) wetland definition:

- (1) Lands having one or more of the following attributes are "wetlands":
- (aa). At least periodically, the land supports a predominance of hydrophytes (plants whose habitat is water or very wet places);
 - (bb). The substratum is predominantly undrained hydric soil; or
 - (cc). An ephemeral or perennial stream is present, whose substratum is predominately non-soil and such lands contribute substantially to the biological functions or values of wetlands in the drainage system.
- (2) Notwithstanding paragraph (1) above, the following shall not be considered "Wetlands":
- (aa) Lands which have attribute(s) specified in paragraph (1) solely due to man-made structures (e.g., culverts, ditches, road crossings, or agricultural ponds), provided that the Director (of Planning and Land Use, Public Works, or Parks and Recreation) determines that they:
 - (i) Have negligible biological function or value as wetlands;
 - (ii) Are small and geographically isolated from other wetland systems;
 - (iii) Are not Vernal Pools; and,
 - (iv) Do not have substantial or locally important populations of wetland dependent sensitive species.
 - (bb) Lands that have been degraded by past legal land disturbance activities, to the point that they meet the following criteria as determined by the Director (of Planning and Land Use, Public Works, or Parks and Recreation):
 - (i) Have negligible biological function or value as wetlands even if restored to the extent feasible; and,
 - (ii) Do not have substantial or locally important populations of wetland dependent sensitive species.

(Note: Activities on lands not constituting "Wetlands" because of this paragraph (2) may still be subject to mitigation, avoidance and permitting requirements pursuant to the California Environmental Quality Act or other applicable County, state and federal regulations.)

A "non-soil" substrate includes, but is not limited to, rock outcroppings, deepwater habitats (generally greater than 6.6 feet in depth), cobble rock, bedrock or scoured channels.

The above definition of wetlands is based on the same basic attributes (hydrophytic vegetation, hydric soils, and hydrology) as those of the California Department of Fish and Game (CDFG) and the U.S. Army Corps of Engineers, although those agencies have definitions with slightly different language and requirements.

Simplified Method of Wetlands Mapping – This method may be used in most cases where riparian vegetation, areas of potentially hydric soils and drainage features with a defined bed and bank are/will be largely avoided through project design and the applicant wishes to minimize processing costs. The mapping of wetlands and/or waters of the U.S. can often be completed with site visits and review of aerial photographs, and with topographical, vegetation and soil maps. Under this method wetlands and/or waters of the U.S. are conservatively identified to extend to the outermost limit of riparian vegetation (canopy drip line or scrub line boundary), hydric soils, or the defined bed and bank of a drainage feature, whichever is greatest.

Formal Method of Wetlands Mapping – A formal wetland delineation may be completed under the following conditions: 1) there may be extensive impacts (both direct and indirect) to or within the immediate proximity of identified County, State and/or Federal wetlands and waters of the U.S., 2) the project applicant believes that using the simplified method of wetlands mapping results in an overly conservative delineation of the extent of wetlands, 3) there is disagreement between the County and the individual completing the delineation. Under this method the delineation must conform to the *Army Corps of Engineers 1987 Wetland Delineation Manual*, understanding that the County definition of a wetland differs from the federal and state definitions. The boundaries of all wetlands and waters of the U.S., as defined by each of the agencies, must be clearly identified. When a formal wetland delineation is completed, a separate wetland delineation map is required *in addition* to showing the extent of wetlands on the Map. Data sheets or other information that was used to complete the delineation should be provided in addition to the mapping.

3.5.4 Wetland Buffer

The boundary of all wetland buffers must be mapped in addition to the vegetation/habitat per the Holland Codes. This can usually be accomplished using crosshatching or similar methods. The following is the wetland buffer definition from the Resource Protection Ordinance:

“Lands that provide a buffer area of an appropriate size to protect the environmental and functional habitat values of the wetland, or which are integrally important in supporting the full range of the wetland and adjacent upland biological community. Buffer widths shall be 50 to 200 feet from the edge of the wetland as appropriate based on the above factors. Where oak woodland occurs adjacent to the wetland, the wetland buffer shall include the entirety of the oak habitat (not to exceed 200 feet in width).”

The factors considered in determining the appropriate width of the buffer are the

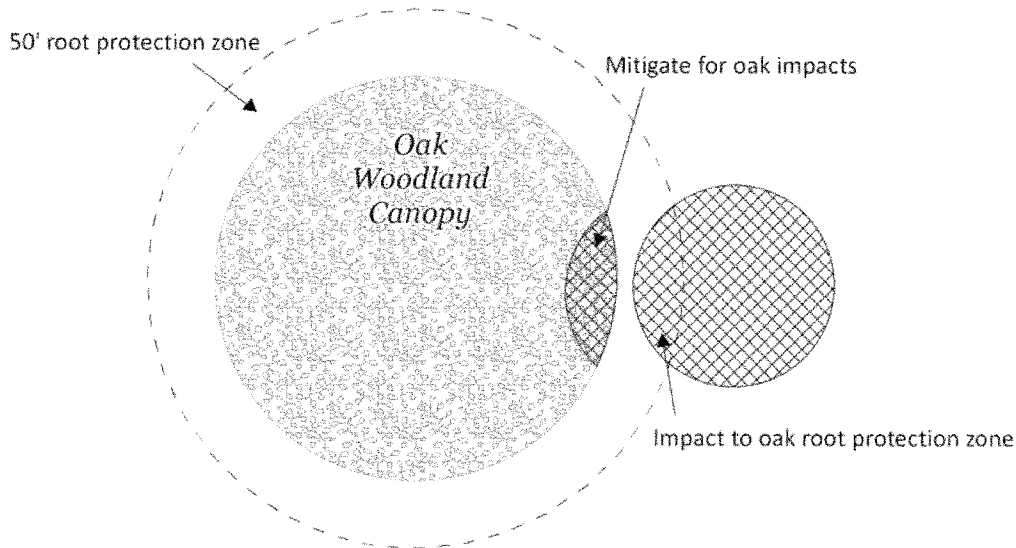
current setting of the project site (natural v. disturbed), the quality of the vegetation communities on site, the presence/absence of wildlife, and the size of the wetland.

3.5.5 Oak Woodlands

For oak woodland habitats, the edge of the canopy defines the woodland boundary. All mature oak trees (measuring 6" dbh or greater), identified within 100 feet of established oak woodland shall be mapped as part of the woodland.

To protect the sensitive root systems of this habitat, a 50-foot oak root protection zone, measured outward from the outside edge of the canopy, must be included on the map. This oak root protection zone typically consists of other habitat and is not part of the oak woodland. Generally, when planning the boundaries of open space easements, the oak woodland and the oak root protection zone should be included within the easement, or impacts must be addressed. Impacts from ground disturbance and compaction in the oak root protection zone will result in proportional impacts to the oak woodland (Figure 1). For example, one acre of impact to the oak root protection zone equals one acre of impact to the oak woodland. Therefore, where a project results in ground disturbance or compaction within the mapped oak woodland or oak root protection zone, the impact must be mitigated at a 3:1 ratio with oak woodland habitat.

FIGURE 1
Example of Oak Woodland Impacts and Mitigation Resulting from
Oak Root Zone Impacts



An exception will be made for utility trenching within the oak root protection zone but outside of the oak woodland canopy as long as the trench is routed half way between the canopies of the oak woodland and the other tree, where the roots are generally thinner. In this case, the digging of a utility trench through part of the oak root zone is considered a temporal, less than significant impact on the oak woodland since the utility lines within the trench would not form a substantial barrier and the roots could reestablish. Impacts to the habitat type disturbed by the trenching must still be mitigated.

[Attachment A]

STRATEGY FOR MITIGATING IMPACTS TO BURROWING OWLS IN THE UNINCORPORATED COUNTY

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1.0 INTRODUCTION

1.1 Purpose and Need

Impacts to burrowing owls must be avoided to the maximum extent practicable, as required by the County of San Diego's Biological Mitigation Ordinance (BMO). Occasionally, impacts are unavoidable. The purpose of this strategy is to identify a standard approach to mitigating those unavoidable impacts to burrowing owls in unincorporated San Diego County, particularly those impacts in East Otay Mesa (EOM), so that burrowing owls will continue to exist in San Diego County.

In the late 1970s, San Diego County supported 250-300 pairs of burrowing owls. In 2007, the maximum number of burrowing owl pairs in San Diego County was estimated to be at the most 46 (Lincer and Bloom, 2007). About 25 of these pairs were in Grasslands or sparse Coastal Sage Scrub with Grasslands in EOM; the others were at various locations in the county (including a few in the desert), generally in groups of fewer than three pairs. This strategy focuses on impacts and mitigation in EOM because most of the burrowing owls are currently there, but impacts and mitigation at other locations in the County are also addressed.

Up to about 445 acres of mostly Non-native Grassland within the East Otay Mesa Specific Plan are either planned for development or are approved for development in EOM and the developers will need to purchase land for mitigation. No project applications have been submitted to the County for approximately 172 acres in EOM. Mitigation land will also likely be needed for those properties. The developers with projects in EOM have been encouraged to find mitigation lands in EOM so that the burrowing owls on the mesa are not extirpated; however, as projects and their associated mitigation (purchased land) are approved, less acreage is available for sale as mitigation in EOM. This strategy is needed to direct mitigation to appropriate lands.

All projects in the unincorporated County that require discretionary permits and that would impact burrowing owls, or would impact grasslands in EOM (all of which are considered by this strategy to be occupied burrowing owl habitat), are subject to this strategy. In EOM, the burrowing owl strategy applies to all development sites that have not received written concurrence on their minor or major amendments from the Wildlife Agencies, except Otay Crossings Commerce Park and Otay Business Park. The applicants for those two projects have negotiated their mitigation for burrowing owls with the Wildlife Agencies and the burrowing owl strategy is based on that mitigation.

1.2 Background

1.2.1 Inside the MSCP

When the Multiple Species Conservation Program (MSCP) County Subarea Plan was prepared, the EOM landowners requested that their lands not be included; therefore, the County designated their lands as minor or major amendment areas, depending on the biological resources thought to be present at the time. Within major or minor amendment areas, take of covered species may be authorized only after such areas have become part of the Plan through the appropriate amendment process. The amendment process includes an evaluation of the proposed development and mitigation

and whether it is consistent with the goals and objectives of MSCP, and requires approval by both the County and the Wildlife Agencies (U.S. Fish and Wildlife Service [USFWS] and California Department of Fish and Game [CDFG]). Table 3-5 of the MSCP identified Otay Mesa as being important for burrowing owls and states that "eight known burrowing owl locations occur within major amendment areas of the South County Subarea Plan, and the conservation of occupied burrowing owl habitat must be one of the primary factors in preserve design during the permit amendment process."

The Biological Mitigation Ordinance (BMO), which implements the MSCP, requires that impacts to burrowing owl habitat be avoided to the maximum extent practicable. All proposed projects that would impact burrowing owls should be evaluated to determine if the impacts can be avoided or minimized. If impacts are unavoidable, the BMO requires mitigation to be through the conservation of occupied burrowing owl habitat or lands appropriate for restoration, management and enhancement of burrowing owl nesting and foraging requirements at a ratio of no less than 1:1. In the past, mitigation for unavoidable impacts to burrowing owls in EOM was approached project-by-project with various measures, such as paying into a Grassland fund, buying property for preservation, and translocating burrowing owls, to mitigate for loss of burrowing owls, their burrows, and their Native and Non-Native Grassland habitat. In the early 2000's, the only mitigation required for Grassland impacts was to purchase Tier 3 or higher credits in a mitigation bank, but Grasslands were scarce in the mitigation banks. For unoccupied habitat, the BMO allowed applicants to up-tier and mitigate with a different habitat, such as Coastal Sage Scrub rather than grasslands.

Consistent with Table 3-5's findings, the burrowing owl population on EOM is still critical to maintaining burrowing owls in the County. In 2006 several project applicants began to assemble mitigation packages for their projects on EOM. To facilitate these projects, the County set up an Otay Mesa Grassland Mitigation Fund for projects proposing to impact Non-native Grassland habitat that was not occupied by burrowing owls in EOM. Monies from this fund are intended to be used to support enhancement, management, monitoring and acquisition associated with mitigation for Grassland and burrowing owl impacts. Impacts to Non-native Grasslands were mitigated at \$10,000 per acre. A portion of these funds were used to install artificial burrows within a conserved site in EOM and to actively translocate burrowing owls in association with one development project. Some of the owls did not survive the translocation period and the others did not remain at the site once they were released; however, subsequent other enhancements for burrowing owls at the relocation site have led to the property becoming occupied by other owls. Therefore, there is some reason to be optimistic that burrowing owl colonies can be established and expanded in Otay Mesa/East Otay Mesa. Due to the increased awareness of the importance of the EOM burrowing owl population, contribution to the Fund as a form of mitigation is no longer an option without the assurance that an adequate amount of suitable habitat will also be conserved to support long-term persistence of burrowing owls in EOM.

Since 2006, the County and Wildlife Agencies have been working with several project applicants to assemble mitigation packages for impacts to the burrowing owl and other sensitive species on EOM. Several projects and their mitigation have been approved in EOM, the environmental review process is being conducted for others, and for a few parcels no projects are, as of June 2010, being processed by the County. The landfill that was approved by voters on June 8, 2010 may affect burrowing owl habitat in the

southeastern corner of EOM; however, no analyses for the project have been submitted to the County.

The County and the Wildlife Agencies have required that, to the extent practicable, mitigation for impacts to grasslands and burrowing owls in EOM occur in EOM. Those projects that have impacted grasslands and burrowing owls have purchased and preserved grasslands in EOM at either a 1:1 ratio, with the exception of a few projects which were allowed to secure land off EOM for mitigation, when at least half the mitigation was on Otay Mesa, either in the City of San Diego or the County of San Diego. In addition to buying and preserving land, mitigation has included various types of enhancements for burrowing owls on the mitigation lands, such as installation of artificial burrows, increasing native grasses and/or other suitable low-growing native plant cover, and the active or passive translocation or eviction of owls from burrows in approved development project footprints.

The existing grassland habitat and burrowing owls occur in EOM, for the most part, on lands that are zoned for business park or industrial development. Mitigation is still being designed project by project. The Wildlife Agencies must approve the mitigation as part of the process to amend the individual projects into the MSCP. Future projects will need mitigation. Therefore, a conservation strategy is needed to prevent the extirpation of burrowing owls from EOM and from the County, and to contribute to the recovery of burrowing owls in the MSCP and the County. This document defines the strategy and mitigation parameters for projects in the unincorporated County.

1.2.2 Outside the South County MSCP

Outside the MSCP, impacts and mitigation for burrowing owls and grasslands have been consistent with the Guidelines for Determining Significance for Biological Resources, with impacts to burrowing owls being mitigated at 1:1, impacts to Native Grasslands (with or without burrowing owls) being mitigated at 3:1, to Non-native Grasslands in Ramona at 1:1; and to Non-native Grasslands without burrowing owls outside of Ramona being mitigated at 0.5:1.

1.3 Regulations and Standards

1.3.1 Federal

The burrowing owl is a migratory bird that is protected by international treaty under the Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C. 703-711). The MBTA makes it unlawful to take, possess, buy, sell, or barter any migratory bird listed in 50 C.F.F. Part 10, including feathers or other parts, nests, eggs, or products, except as allowed by implementing regulations (50 C.F.R. 21).

1.3.2 State

Burrowing owls and their nests are protected by Sections 2000, 3503, 3503.5 and 3800 of the California Fish and Game Code:

2000. It is unlawful to take any bird, mammal, fish, reptile, or amphibian except as provided in this code or regulations made pursuant thereto. Possession of a bird,

mammal, fish, or reptile or parts thereof in or on the fields, forests, or waters of this state, or while returning therefrom with fishing or hunting equipment is prima facie evidence the possessor took the bird, mammal, fish or reptile or parts thereof.

3503. It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto.

3503.5. It is unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto.

3513. It is unlawful to take or possess any migratory nongame bird as designated in the Migratory Bird Treaty Act or any part of such migratory nongame bird except as provided by rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Treaty Act.

3800. (a) All birds occurring naturally in California that are not resident game birds, migratory game birds, or fully protected birds are nongame birds. It is unlawful to take any nongame bird except as provided in this code or in accordance with regulations of the commission or, when relating to mining operations, a mitigation plan approved by the department.

According to the California Fish and Game Code, "take" means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill. Project-related disturbance at active nesting territories that causes nest abandonment and/or loss of reproductive effort (e.g., killing or abandonment of eggs or young) may be considered "take" and is potentially punishable by fines. However, burrowing owls on EOM are covered by the Subarea Plan and the permit issued by the Wildlife Agencies for the plan area allows the incidental take of burrowing owls if mitigation consistent with the plan is provided.

1.3.3 County of San Diego

1.3.3.1 Multiple Species Conservation Program

The western burrowing owl is a covered species under the South County MSCP plan that was approved in October 1997 and for which the Federal Permit was issued in March of 1998. The MSCP also lists the burrowing owl as a species subject to incidental take, and the County Subarea Plan lists it as a "narrow endemic." The Implementing Agreement between the County and the Wildlife Agencies states that the County is to avoid impacts to narrow endemic species. The Implementing Agreement further states, "Impacts that cannot be avoided shall be minimized and mitigated in accordance with the MSCP, the Subarea Plan, and the Biological Mitigation Ordinance consistent with this Agreement."

According to Table 3-5 of the MSCP, the rationale for covering the burrowing owl was: "This species will be covered by the MSCP because 5,770± acres of potential and 4,000+ acres of known suitable habitat (grassland vegetation community) will be conserved, including portions of Spring Canyon, San Pasqual Valley, Lake Hodges, Otay Mesa northeast of Brown Field, Otay Ranch, Otay River Valley and Future

Urbanizing Area 4.” However, with the exception of Otay Mesa, burrowing owls no longer thrive in any of these locations.

The County Subarea Plan notes that habitat enhancement opportunities for the species occur in the Spring Canyon, San Pasqual Valley, Lake Hodges, Otay Mesa northeast of Brown Field, Otay Ranch, Otay River Valley and Future Urbanizing Area 4. The Wildlife Agencies and the County will attempt to achieve additional conservation of occupied burrowing owl habitat or habitat suitable for restoration using local (Transnet), state and federal acquisition resources, as well as the money remaining in the Otay Mesa Grassland Mitigation Fund. Table 3-5 of the MSCP acknowledges that the persistence of the species in San Diego County is also dependent on adequate conservation of suitable habitat and known concentrations of burrowing owls in the Ramona Grasslands of Santa Maria Valley, a portion of which is now the Ramona Grasslands Preserve.

The County Subarea Plan includes the following conditions: During the environmental analysis of proposed projects, burrowing owl surveys (using appropriate protocols) must be conducted in suitable habitat to determine if this species is present and the location of active burrows. If burrowing owls are detected, the following mitigation measures must be implemented: within the Multiple Habitat Planning Area (MHPA), impacts must be avoided; outside of the MHPA, impacts to the species must be avoided to the maximum extent practicable; any impacted individuals must be relocated out of the impact area using passive or active methodologies approved by the Wildlife Agencies; mitigation for impacts to occupied habitat (at the subarea plan specified ratio) must be through conservation of occupied burrowing owl habitat or conservation of land appropriate for restoration, management and enhancement of burrowing owl nesting and foraging requirements.

Management plans/directives must include: enhancement of known, historical and potential burrowing owl habitat; and management for ground squirrels (the primary excavator of burrowing owl burrows). Enhancement measures may include creation of artificial burrows and vegetation management to enhance foraging habitat. Management plans must also include monitoring of burrowing owl nest sites to determine use and nesting success, and predator control.

Most of EOM is designated as either major or minor amendment areas, whereby incidental take coverage was not provided by the County’s Subarea Plan. In order for land development projects within the EOM to receive incidental take for covered species, a major or minor amendment to the MSCP must be processed in accordance with the County’s Subarea Plan that includes the requirement for concurrence by the Wildlife Agencies.

1.3.3.2 Biological Mitigation Ordinance

The Biological Mitigation Ordinance (BMO) implements the MSCP. The following sections of the BMO are pertinent to the discussion of mitigating impacts to burrowing owls on EOM. The BMO requires that projects be consistent with the MSCP Plan, impacts to vegetation communities within the Subarea be mitigated within the Subarea or within another subarea in the MSCP that is covered by an approved subarea plan, burrowing owls be relocated out of the impact area, and impacts to burrowing owls be

mitigated by the conservation of habitat at a ratio of no less than 1:1 for the territory of the burrowing owl.

Sec. 86.502. No project requiring a discretionary permit shall be approved unless a finding is made that the project is consistent with the MSCP Plan, the County Subarea Plan and the provisions of this Chapter (BMO).¹

Sec. 86.506 (a)(3). County Code section 86.506 (a)(3) was recently amended to allow impacts in the Subarea to be mitigated in another MSCP subarea under certain conditions. The section now states:

Mitigation for impacts to vegetation communities within the MSCP Subarea...shall occur in vegetation communities within the MSCP Subarea; however, if mitigation is not feasible (capable of being accomplished with a reasonable amount of effort and cost) within the MSCP Subarea, mitigation may occur on land covered by another approved MSCP subarea plan. Mitigation outside the Subarea will only be allowed when an applicant has demonstrated a good faith effort to mitigate within the Subarea and has shown that such mitigation is not feasible to the satisfaction of the Director of the Department of Planning and Land Use.

Sec. 86.507(a)(2)(b). Impacts to burrowing owl habitat shall be avoided to the maximum extent practicable. Where impacts are unavoidable, the following mitigation measures shall be required: (1) any impacted individuals must be relocated out of the impact area using passive or active methodologies approved by the Wildlife Agencies; (2) mitigation for impacts to occupied habitat, must be through the conservation of occupied burrowing owl habitat or lands appropriate for restoration, management and enhancement of burrowing owl nesting and foraging requirements at a ratio of no less than 1:1 for the territory of the burrowing owl.

1.3.3.3 Resource Protection Ordinance

Though not state or federally listed, the burrowing owl is protected by the Resource Protection Ordinance which protect sensitive habitat lands, which are lands that support unique vegetation communities or the habitats or rare or endangered species or subspecies of animals or plants as defined by CEQA Section 15380 that states; a species is endangered if its "survival and reproduction in the wild are in immediate jeopardy from one or more causes, including loss of habitat, change in habitat, overexploitation, predation, competition, disease, or other factors."

1.3.4 City of San Diego

Since mitigation for impacts to burrowing owls in EOM may occur in EOM or in the City of San Diego's jurisdiction in Otay Mesa, pertinent City of San Diego regulations are

¹ When mitigation is allowed in the City of San Diego's jurisdiction, the mitigation must be consistent with the City's MSCP subarea plan.

described below. Mitigation must comply with applicable City regulations. A Right of Entry permit is required if mitigation occurs on land owned by the City of San Diego.

1.3.4.1 Environmentally Sensitive Lands Regulations

The City of San Diego's Environmentally Sensitive Lands Regulations protect, preserve and, where damaged, restore the environmentally sensitive lands of San Diego and the viability of the species supported by those lands. Along with the City's Biology Guidelines, these regulations implement the MSCP by placing priority on the preservation of biological resources within the Multiple Habitat Planning Area (MHPA), as identified in the City's Subarea Plan.

1.3.4.2 Biology Guidelines

The City of San Diego's Biology Guidelines aid in the implementation and interpretation of the City's Environmentally Sensitive Lands Regulations, San Diego Land Development Code, and Open Space Residential Zone. In addition they serve as standards for the determination of impacts and mitigation under CEQA.

1.4 Burrowing Owl Distribution

The breeding range of the burrowing owl stretches from southern Canada south to central Mexico. Burrowing owls are declining in abundance throughout their range (Commission for Environmental Cooperation 2005). The burrowing owl was once a common species, but in recent years has been declining throughout California, their entire range in the U.S., and also in Canada and Mexico.

The international decline led to a tri-national workshop in Calgary, Canada, in July 2004. The workshop resulted in the Western Burrowing Owl North American Conservation Action Plan (WBONACAP), a continental approach to conservation of the species. Many of the actions identified in the WBONACAP are incorporated in this strategy for mitigating impacts to burrowing owls on EOM.

In 2006-2007, the Institute for Bird Populations (IBP) conducted statewide surveys for the burrowing owl (IBP 2008). Volunteers surveyed 860 blocks of habitat in 13 sampling regions at various locations throughout California and detected 1,756 pairs of Burrowing Owls. The survey found that the highest concentrations of burrowing owls occurred in the Imperial Valley and in the middle and southern Central Valley regions. The IBP is using statistical techniques to obtain regional and statewide estimates, which they will compare to the estimates they found in their 1991-1993 statewide survey. Unfortunately, San Diego County and the rest of the southern California coast were not included in the statewide survey. However, populations have been estimated for San Diego County (Lincer and Bloom 2007; Kidd et al. 2007) and are discussed in the next section.

1.4.1 San Diego County Distribution

In the late 1970s/early 1980s the County had 250-300 pair of burrowing owls (Lincer and Bloom 2007). As of 2007, surveys indicated that, at most, 46 breeding pairs were in the County (Lincer and Bloom 2007). Most of these, about 25 pair, were on EOM. Unitt

(2004) reported that only eight of the 28 locales known to have burrowing owls prior to 1997 still had owls when the San Diego Bird Atlas was published in 2004, and identified five breeding locations: EOM, North Island Naval Air Station (NAS), Imperial Beach Naval Auxiliary Landing Field, Warner Valley and Borrego Valley. The number of pairs has been reduced at each of these locations. Only a couple of pairs now inhabit North Island NAS. One area not accessible to the public, the Navy property at Brown Field, has also been known to have burrowing owls. Figure A-1 shows the locations of burrowing owls based on data received by the County between 1989 and 2009. The locations are roughly the same as reported by the San Diego County Bird Atlas (Unitt 2004).

As late as the 1970s and 1980s, burrowing owls were found at the lower San Luis Rey River Valley, San Marcos, near Palomar Airport, Mission Bay, Sweetwater Reservoir, Lower Otay Lake, and the Tijuana River Valley, but have since been extirpated from those areas. Historic locations (pre-1970) for burrowing owls include Pauma Valley, Escondido, San Pasqual Valley, Poway, Rancho Santa Fe, Point Loma and La Presa (Unitt 2004). A few burrowing owls were breeding in artificial burrows established at Sweetwater Reservoir, Otay Lakes, Otay Mesa (Arnie's point and SR 125 mitigation site) and the Ramona Grasslands in 2009.

SANDAG is conducting systematic surveys to delineate the current distribution and abundance of burrowing owls on approximately 10,000 acres across the County that have never been systematically surveyed for the species. Surveys are expected to be completed by July 2010. The survey could identify lands where management actions could be used efficiently to support burrowing owl populations.

1.4.2 East Otay Mesa Distribution

Burrowing owls are found throughout EOM, with the highest concentrations along the international border and at the north end of EOM. During the late 1970's and the early 1980's, up to 72 pairs were known to occur in the Otay Mesa/EOM vicinity (Lincer and Bloom 2007). As of 2007, about 25 pairs occurred in EOM.

1.5 Causes of Decline

The primary cause of the decline throughout the range of the burrowing owl appears to be loss of habitat, both for nesting and foraging. In various parts of the burrowing owl's range, low productivity, high mortality, adverse effects of pesticides, decreased food supply, and reduction of the mammals that supply the owl with burrows have all be documented as contributing to the burrowing owl's decline (Haug et al. 1993; Wellicome and Holroyd 2001, as referenced in Unitt 2004). They are often killed by vehicles when crossing or hunting on roads, and have many natural enemies, including larger owls, hawks, falcons, coyotes, badgers, skunks, foxes, and snakes, and are often preyed upon by domestic and feral cats and dogs.

1.6 Burrowing Owl Definitions

Active Translocation: Capturing burrowing owls and moving them to another location.

Burrowing Owl Breeding Season: February 1 through August 31.

Burrowing Owl Node: Generalized areas identified by the Wildlife Agencies, the County, and the City of San Diego as areas in which to concentrate preservation and restoration/enhancement of burrowing owl habitat.

Eviction: Forcing burrowing owls to permanently leave a burrow, but not capturing and moving the owls. (See Section 4.9.4 for the process.)

Occupied Habitat: In EOM all grassland habitats are considered occupied. Within the rest of the County, any land that is used by burrowing owls for any reason, including foraging, or that is known to have been used at any time during the past three years. If burrowing owls are using the habitat, it is considered Occupied Habitat for the calendar year of the observation or survey and the following three years. Except in EOM, if grassland habitat is present and no burrowing owls have previously been known to use the habitat, a burrowing owl survey conducted according to the protocols described in this document is required. If no burrowing owls are found, the property is not considered Occupied Habitat, and will continue to not be Occupied Habitat for as long as annual surveys conducted according to the protocols verify that burrowing owls are not using the habitat.

Passive Translocation: Encouraging burrowing owls to move to alternative natural or artificial burrows on conserved and managed habitat by evicting/excluding them from occupied burrows but not capturing and moving the owls.

Qualified Burrowing Owl Biologist: A biologist with (a) a minimum of a bachelor's degree in biology, natural resources, wildlife science, environmental studies or an equivalent field of study; (b) experience in field identification, knowledge of survey protocols/techniques, and experience in conducting burrowing owl surveys; and (c), familiarity with burrowing owl autecology.

2.0 GOALS AND OBJECTIVES FOR BURROWING OWLS IN EAST OTAY MESA

The EOM/Otay Mesa area is currently the primary location of burrowing owls in San Diego County. Therefore, the County has established goals and objectives for developing a standard approach to mitigating impacts that occur to burrowing owls in EOM. The goals and objectives emphasize long-term habitat conservation, habitat improvement, and creation and maintenance of as much native and naturalized habitat as possible for burrowing owls to colonize through natural dispersal and passive relocation.

Goal: Conserve and maintain a healthy, persistent population of burrowing owls on EOM/Otay Mesa.

Goal: Comply with or improve upon the MSCP Plan and the Subarea Plan treatment for Burrowing Owls.

Objective 1: Preserve grasslands.

Action: Require impacts to grasslands and burrowing owls in EOM be avoided to the maximum extent practicable.

Action: Require impacts to grasslands in EOM to be mitigated in-kind by preservation of Non-native or Native grasslands (i.e., no up-tiering), or suitable disturbed or agricultural lands (active or fallow) in EOM or in an area with an approved MSCP subarea plan in Otay Mesa, which would be in the City of San Diego or the City of Chula Vista.

Action: Pursue funding for acquisition of key grassland areas or suitable disturbed or agricultural lands (active or fallow) in EOM or in an area covered by an approved MSCP subarea plan in Otay Mesa, which would be in the City of San Diego or the City of Chula Vista.

Objective 2: Maintain a database of burrowing owl habitat and locations in the County's jurisdiction.

Action: Require a habitat assessment and burrowing owl survey on project sites in EOM, and on projects with grasslands in other parts of the County's jurisdiction. Require that the results of the assessments and surveys be integrated into the biological technical report for the proposed project.

As required by CEQA, biological technical reports are submitted to CDFG and USFWS. These habitat assessments and surveys will provide information on the distribution of burrowing owls in the County's jurisdiction and assist in identifying appropriate mitigation sites.

Objective 3: Establish two burrowing owl nodes of at least 150 acres each in EOM with at least five burrowing owl pairs at each node.

Action: Recommend to Applicants of discretionary permits that they acquire lands in the identified nodes as mitigation for impacts to burrowing owls.

Action: Ensure that two nodes continue to exist in EOM by establishing new nodes or adjusting the boundaries of nodes if impacts interfere with the two proposed in this strategy.

Action: Require at least half of the mitigation for impacts to burrowing owl habitat in EOM to be in EOM, preferably in one of the two burrowing owl nodes identified on Figure A-2² or adjacent to preserved land. However, if appropriate mitigation land is unobtainable in EOM, land in Otay Mesa (within the City of San Diego or City of Chula Vista) may be used as mitigation, as long as the lack of mitigation land in EOM is justified to the satisfaction of the Director of Planning and Land Use and the Wildlife Agencies. Mitigation beyond the amount in EOM or Otay Mesa must be within an area covered by an approved MSCP subarea plan, and must provide benefits to the Burrowing Owl.

² The voter-approved landfill is within the potential burrowing owl node in southeastern EOM. Figure A-3 illustrates the relationship of burrowing owl observations, the potential node, and the landfill. How much land within the landfill boundary will be impacted is not currently known.

Action: Require each project that impacts burrowing owl habitat to implement burrowing owl enhancements appropriate to the mitigation site, and to fund the long-term maintenance of these enhancements.

Action: Pursue funding to enhance existing preserved lands within the identified nodes on EOM for the benefit of the burrowing owl.

Objective 4: Coordinate with other jurisdictions in establishing three burrowing owl nodes in other approved MSCP subareas.

Action: Coordinate with the City of San Diego regarding the strategy of establishing three burrowing owl nodes of at least 150 acres each on Otay Mesa with at least five burrowing owl pairs at each node. Potential node locations are shown on Figure A-2. In particular:

- Work with the City of San Diego on the development of the draft Master Plan for Brown Field so that Brown Field can accommodate a larger population of burrowing owls.
- Coordinate with the City of San Diego to identify areas in Denney Canyon that can be enhanced for burrowing owls, either by habitat restoration or installation of artificial burrows.
- Ensure that MHPA lands that are owned and managed by the City for consistency with the City's Subarea Plan and the City's Cornerstone Lands Conservation Bank Agreement are evaluated.

Objective 5: Expand the populations of burrowing owls at other locations so that if a catastrophe were to affect the owls on EOM, owls from other locations would be available in the County to recolonize EOM.

Action: Enhance habitat on existing preserve lands for the benefit of the burrowing owl.

Action: Consider the Otay Mesa area in the City of San Diego to be the first priority for the remaining mitigation to total 1:1.³

Action: Consider other MSCP areas that are known to support, or historically supported burrowing owl colonies, to be the second priority for the remaining mitigation to total 1:1.

Action: Work with the Wildlife Agencies and/or other jurisdictions to establish new burrowing owl colonies on existing conserved lands (e.g. San Diego National Wildlife Refuge or Rancho Jamul Ecological Reserve).

³ Mitigation in the City of San Diego's jurisdiction in Otay Mesa needs to address the Specific Management Policies and Directives outlined in the City's Subarea Plan.

3.0 BURROWING OWL SURVEYS AND ASSESSMENTS

3.1 Survey Guidelines

Burrowing owl surveys shall be conducted on all proposed development sites on EOM and on project sites with potentially suitable habitat (e.g., grasslands, fallow agricultural fields, etc.) at other locations in the unincorporated County. The CDFG Staff Report on Burrowing Owl Mitigation (CDFG 1995) recommends that burrowing owl and burrow surveys be conducted during both the wintering and nesting seasons. If possible, the winter survey should be conducted between December 1 and January 31 (when wintering owls are most likely to be present) and the nesting season survey should be conducted between April 15 and July 15 (the peak of the breeding season). Surveys conducted from two hours before sunset to one hour after sunset, and from one hour before sunrise to two hours after sunrise, are preferable. Four surveys (two surveys in the morning and two surveys in the evening) must be conducted, approximately seven days apart. Surveys should be conducted when burrowing owls are most likely to be out of their burrows, and should not be conducted during heavy rain, high winds of over 20 miles per hour, or dense fog.

Surveys should be conducted by walking suitable habitat on the entire project site and, where possible, in areas within 150 meters (approximately 500 feet) of the project impact zone. The 150-meter buffer zone is surveyed to identify burrows and owls that may be impacted by factors such as noise and vibration (e.g., from use of heavy equipment, etc.) outside of the project area during project construction. Pedestrian survey transects should be spaced to allow 100 percent visual coverage of the ground surface. The distance between transect center lines should be no more than 100 feet and should be reduced to account for differences in terrain, vegetation density, and ground surface visibility. To effectively survey large areas of 100 acres or larger, two or more surveyors should walk adjacent transects. To avoid impacts to owls from surveyors, owls and/or occupied burrows should be avoided by a minimum of 160 feet wherever practical. Disturbance to occupied burrows should be avoided during all seasons.

Any other specifications for surveys shall follow Section 1 Burrowing Owl Survey Protocol (Survey Protocol) prepared by the Burrowing Owl Consortium (1993). New CDFG guidelines or protocols shall take precedence over the Burrowing Owl Consortium Survey Protocol.

The survey shall include:

- | | |
|------------|---|
| Phase I: | Habitat Assessment |
| Phase II: | Burrow Survey |
| Phase III: | Burrowing Owl Surveys, Census and Mapping |
| Phase IV: | Written Report |

The report should include the following information:

- Behavior of owls during the surveys;

- If available, a summary of both winter and nesting season surveys including any productivity information and a map showing territorial boundaries and home ranges;
- Date and time of visit(s) including name of the qualified biologist conducting surveys, weather and visibility conditions, and survey methodology;
- Description of the site including location, size, topography, vegetation communities, and animals observed during visit(s);
- Assessment of habitat suitability for burrowing owls;
- Map and photographs of the site;
- Results of transect surveys including a map showing the location of all burrow(s) (natural or artificial) and owl(s), including the numbers at each burrow, if present, and tracks, feathers, pellets, or other items (prey remains, animal scat); and
- Any historical information (Natural Diversity Database, Breeding Bird Survey data, American Birds records, Audubon Society, local bird club, other biologists, etc.) regarding the presence of burrowing owls on the site.

3.2 Survey Report Life

For purposes of analyzing impacts, surveys older than one year shall be updated. Young owls can disperse from August through October and may occupy a site that was unoccupied during the previous breeding season survey. All burrowing owl survey reports must be incorporated into the biological technical report for the project site.

3.3 Impact Assessment

The following effects are examples of significant impacts to burrowing owls:

- Direct loss of one or more burrowing owls;
- Loss of natural burrows that have been occupied or appear to have been occupied by burrowing owls at any time during the past three consecutive years;
- Loss of artificial burrows, including culverts, concrete slabs, and debris piles that provide shelter to burrowing owls; or
- Loss, disturbance, destruction and/or degradation of foraging habitat.

3.4 Protection of Burrowing Owls during Grading

This section describes ways to protect burrowing owls during grading. Pre-grading surveys, what to do if burrowing owls are or are not found during the pre-grading surveys, what to do if burrowing owls begin using the site during grading, and ways to ensure that burrowing owls are not enticed to the project site are discussed. **No grading within 300 feet of an active burrowing owl burrow is allowed.**

3.4.1 Pre-grading Survey

Pre-grading surveys are needed to determine whether burrowing owls are still using burrows on a site or have colonized a site since the full surveys were completed. For purposes of the pre-grading survey, grading is defined as any disturbance to the land, including brushing, clearing, grubbing, removing rubbish, and moving earth.

In EOM, pre-grading surveys will be conducted in all grasslands, open sage scrub, and in disturbed habitat that is on berms, slopes or other locations where burrowing owls could roost or burrow. At other locations in the County, pre-grading surveys for burrowing owls will be conducted if grasslands are to be impacted and burrowing owls are known to occur within one mile of the project site. Pre-grading surveys must be completed no more than 30 days before initial brushing, clearing, grubbing, or grading of the project site, regardless of the time of the year. The pre-grading survey should follow the survey method described in section 3.1.

If no burrowing owls are detected during the pre-grading surveys, section 3.4.1.1 shall be followed. If burrowing owls are found during the pre-grading surveys, section 3.4.1.2 below shall be followed.

3.4.1.1 If Burrowing Owls Are Not Found during the Pre-grading Survey

- Following the initial pre-grading survey, the site must be monitored for new burrows each week until grading is complete.
- If burrowing owls were not found on the site during the pre-grading survey but are found to be using the site occasionally for roosting or foraging, they should be allowed to do so with no changes in the grading or grading schedule.
- If burrowing owls were not found on the site during the pre-grading survey but are found to be using the site repeatedly for roosting or foraging, the County's mitigation monitor should be notified and the portion of the site that has not been graded should be searched for burrows. If no burrow is found, only notification of the County's mitigation monitor is needed. If an active burrow is found, the procedures in section 3.4.1.2 must be followed.
- If a burrowing owl begins using a burrow on the site at any time after the initial pre-grading survey grading begins, procedures described in section 3.4.1.2 must be followed.
- Any actions other than these require the approval of the County, USFWS and CDFG.
- **BURROWING OWLS MAY NOT BE INJURED OR KILLED.**

3.4.1.2 If Burrowing Owls Are Found during the Pre-grading Survey

Burrowing Owls Using Burrows on Site

- If one or more burrowing owls are using burrows on or within 300 feet of the proposed grading, the County Mitigation Monitoring Coordinator should be contacted. The County Mitigation Monitoring Coordinator will contact the USFWS, CDFG regarding evicting the owls and collapsing the burrows and will enlist the help of a County staff biologist to continue with the coordination with

the wildlife agencies and a qualified burrowing owl biologist regarding the burrowing owls. **No grading shall occur within 300 feet of an active burrow.**

- If the owl is using a burrow on the site and it is not the breeding season, the owl may be evicted as described in section 4.5.4 after a qualified burrowing owl biologist has ensured, by using a fiber optic camera or other appropriate device, that no eggs or young are in the burrow. Eviction requires written concurrence from the USFWS and CDFG prior to implementation.
- If a burrow is being used and it is the breeding season, grading shall not occur within 300 feet of the burrow until the young have fledged and are no longer dependent on the burrow, at which time the burrowing owls can be evicted. Eviction requires written concurrence from the USFWS and CDFG prior to implementation.
- Grading closer than 300 feet may occur with concurrence from the USFWS, CDFG and County Mitigation Monitoring Coordinator. This distance will depend on the burrow's location in relation to the site's topography and other physical and biological characteristics.
- **BURROWING OWLS MAY NOT BE INJURED OR KILLED.**

3.4.1.3 Pre-grading Survey Report

The results of the pre-grading survey must be immediately reported to the County Mitigation Monitoring Coordinator, CDFG and USFWS prior to grading and must be provided in writing (as by e-mail). The written and signed pre-grading survey report must follow within 14 days of the survey or burrowing owl eviction and include maps of the project site and burrowing owl locations on aerial photos and in the format described in the mapping guidelines of the County's Report Format and Content Requirements – Biological Resources.

3.4.2 Pre-construction Meeting

The project biologist or qualified burrowing owl biologist must attend the pre-construction meeting to inform construction personnel about these burrowing owl requirements.

3.4.3 Best Management Practices During Construction

Burrowing owls are known to use open pipes, culverts, excavated holes, and other burrow-like structures at construction sites. Therefore, for construction sites in EOM or in other areas occupied by burrowing owls, or if owls are in the vicinity of the project site, measures should be taken to discourage colonization or recolonization at the construction site by burrowing owls. Such measures include, but are not limited to, ensuring that the ends of all pipes and culverts are covered when they are not being worked on, and covering rubble piles, dirt piles, ditches, and berms.

4.0 MITIGATION

4.1 Mitigation Ratios

Mitigation ratios are summarized in Table 1. All impacts to non-native grasslands/burrowing owl habitat on EOM must be mitigated by in-kind preservation of

habitat at a ratio of at least 1:1. For impacts in EOM, at least half of the mitigation must occur in EOM or in Otay Mesa; the rest of the mitigation may be in another jurisdiction's MSCP subarea that is covered by an approved subarea plan. Impacts to burrowing owl habitat at other locations in the Subarea must be mitigated in the Subarea or in an area covered by another adopted MSCP subarea plan. Impacts to burrowing owls in the unincorporated County outside the Subarea may be mitigated in the Subarea, in another MSCP subarea that is covered by an approved subarea plan, or at another location within the unincorporated County. This section will be updated following approval of the North and East County Plans. In addition, results of the on-going surveys being funded by SANDAG may also change the conservation strategy.

Table 1
Summary of Mitigation Ratios
for Impacts to Burrowing Owls

Impact Location	Mitigation Location				
	In EOM	In Otay Mesa (City of San Diego or Chula Vista)	In the South County Subarea but not on EOM	In the Unincorporated County outside the South County Subarea	In Another Jurisdiction's Subarea not in Otay Mesa
Impacts to Non-native Grasslands/Burrowing Owl Habitat at East Otay Mesa ¹	1:1	1:1	1:1	N/A	1.5:1
Impacts to Occupied Burrowing Owl Habitat at Another Location (not EOM) in the Subarea	1:1	1:1	1:1	N/A	1.5:1
Impacts to Occupied Burrowing Owl Habitat in the Unincorporated County outside the South County Subarea	1:1	1:1	1:1	1:1	1:1

All of the Non-native Grasslands in EOM are considered occupied burrowing owl habitat. At least one-half of the mitigation must be in EOM or Otay Mesa, preferably in the burrowing owl nodes. If mitigation is split between EOM/Otay Mesa and another jurisdiction's subarea, the amount of impact mitigated in EOM/Otay Mesa will be at 1:1 ratio and the amount of mitigation in another jurisdiction's subarea will be at 1.5:1.⁴

⁴ Mitigation in another jurisdiction's subarea is higher (except for mitigation in Otay Mesa) to encourage mitigation in the subarea. Preservation of land in the County subarea adds to the County's goals for preservation identified in the MSCP. Preservation of land in another jurisdiction adds to that jurisdiction's goals, even though the impacts were sustained in the County's subarea.

4.2 Mitigation Locations

4.2.1 Mitigation in East Otay Mesa

In EOM burrowing owls are known to occur almost exclusively in native and non-native grasslands and less frequently in open coastal sage scrub with widely spaced shrubs. They also occur in fallow agricultural areas and in association with disked fields where undisked edges supporting burrows have persisted. Therefore, impacts to burrowing owls that inhabit grasslands must be mitigated by preserving grasslands. Preservation of active or fallow agricultural areas suitable for enhancement or restoration may also be acceptable for mitigation if approved by the County and Wildlife Agencies on a case by case basis.

Many of the parcels in EOM are within the Minor or Major Amendment Area of the MSCP. As described above, for land development projects within the EOM to receive incidental take for covered species, an amendment must be processed in accordance with the goals and objectives of the County's Subarea Plan. An amendment requires concurrence by the Wildlife Agencies.

Burrowing owl impacts have been mitigated in EOM, but grasslands on the mesa are becoming less available for purchase either because they have been or are planned to be developed, or because they have already been acquired and preserved as mitigation. Now, fewer grassland parcels exist, and many of those are zoned for business park or industrial development.

The County and the Wildlife Agencies have identified two burrowing owl nodes on EOM (Figure 2). These nodes have grassland habitat where burrowing owls currently occur or historically occurred. One node is at the northern end of the mesa and west of the Donovan State Prison. The second node is at the southeastern corner of EOM. Preserving lands within or adjacent to these nodes would help create preserves that are large enough to provide foraging habitat and nesting sites for burrowing owls and other grassland species. Preservation of two 150-acre nodes does not mean that no more mitigation will be required for projects in East Otay Mesa. Impacts to non-native grasslands in East Otay Mesa must be mitigated at 1:1, with at least half in East Otay Mesa or Otay Mesa, and the rest somewhere else.

Several parcels of land in and around the northern node have been preserved by the County, Caltrans and private developers. Most of the parcels are in the unincorporated County; however, the southwestern corner of this preserve area is in the City of San Diego. The unincorporated parcels in this node are designated by the County's Subarea Plan as Hardline Preserve. Some projects at EOM have proposed mitigating their impacts in this area. Some of these northern parcels are part of a formerly used defense site (FUDS) and cannot be used for mitigation unless they have been cleared of ordnance by the U.S. Army Corps of Engineers.

The other potential preserve area is at the southeastern corner of EOM where several burrowing owls have been sighted. None of this land has been preserved through mitigation and part of it is the proposed East Otay Mesa landfill. Many of these parcels are in the Major Amendment area of the MSCP and adjoin the Hardline Preserve designated by the MSCP. The general area of the southern node (Figure A-3) is

approximately 900 acres, with approximately 450 acres of it within the boundary of the proposed landfill, which leaves 450 acres from which to preserve 150. Mitigation for the proposed landfill has the potential to be part of the 150 acres. Figure A-3 has been included to indicate that even though the landfill has been proposed in a burrowing owl node, the landfill would not preclude the use of entire node as burrowing owl mitigation. As the nodes are only generalized areas, mitigation may occur in areas outside this node, as long as at least 150 connected acres of burrowing owl habitat are preserved.

Other lands on EOM and Otay Mesa in the City of San Diego may also be suitable for establishment of a burrowing owl node.

4.2.2 Mitigation inside the County's Subarea

Areas within the Subarea that may provide appropriate land for mitigating impacts to burrowing owls include privately owned lands in EOM, Rancho Jamul, and Proctor Valley.

East Otay Mesa. Private property supporting habitat for burrowing owls remains on EOM and may be suitable for mitigating impacts to burrowing owls; however, not all of the EOM land owners are willing to sell their property.

Rancho Jamul. Numerous public ownerships in the vicinity of CDFG's Rancho Jamul Ecological Reserve (RJER) connect to provide a large core area of conserved land, including the Bureau of Land Management's (BLMs) Otay Mountain Wilderness Area, the U.S. Fish and Wildlife Service's San Diego-Sweetwater National Wildlife Refuge, Sweetwater Authority land, CDFG's adjacent Hollenbeck Canyon Wildlife Area and various City and County of San Diego ownerships. Privately owned grasslands in the Rancho Jamul vicinity, if adjacent or close to the RJER or one of these other preserves, could be acquired, preserved, and enhanced for burrowing owls to complement this reserve system. The CDFG has initiated a program for establishing burrowing owls in that location by creating artificial burrows, mowing, and enhancing conditions for ground squirrels. Any proposal to use land in this area for mitigation must consider the ecology and life history of the burrowing owl (e.g., cannot be in the shadow of tall trees that would serve as perch sites for raptors that prey on burrowing owls).

Proctor Valley. Much of Proctor Valley has already been preserved or is designated as open space under the Otay Ranch General Development Plan; however, some privately-owned lands that are not conserved may be appropriate for mitigation..

4.2.3 Mitigation in Otay Mesa (City of San Diego MSCP Subarea)

Several burrowing owl nodes in Otay Mesa have been discussed (Figure 2). The nodes do not have any specific acreage, and not all of the property within the nodes may be available for acquisition; however, these are areas within which burrowing owl habitat exists or could be restored. Evaluation of mitigation sites within the City of San Diego's jurisdiction shall be coordinated with the affiliated City of San Diego asset department (e.g. Public Utilities, Park and Recreation, E&CP). In addition, such mitigation shall comply with the City's Environmentally Sensitive Lands Regulations and Biology

Guidelines and comply with the Specific Management Policies and Directives outlined in the City's Subarea Plan.

Corporate Center South. Caltrans owns land within this proposed node. Preservation of lands in this node should be adjacent to or near the Caltrans property, if possible. This node is south of SR 905 and just east of SR 805 and includes the J13S vernal pools.

Spring Canyon/Arnie's Point. This node includes more than 20 acres of vernal pool habitat directly adjacent to the border, including the J12, J16-18 vernal pools and other unnumbered vernal pools. Burrowing owls have been observed near the border, as well. The site includes the Spring Canyon area, much of which is already preserved; however, an internal segment may be proposed for a housing development. Spring Canyon drains to the Tijuana River.

Brown Field. This node extends from Heritage Road on the west to La Media Road on the east, and from the proposed SR 905 on the south to the edge of the mesa on the north.

Dennery Canyon. Dennery Canyon is north of Otay Mesa Road and north of the Spring Canyon / Arnie's Point node, and lies between Ocean View Hills Parkway and Brown Field. The canyon drains northward into the Otay River. All of the undeveloped land in Dennery Canyon has been preserved; however, some parcels could be enhanced for burrowing owls, if the vegetation is not too dense. Enhancement activities that would benefit burrowing owls include installation of artificial burrows, habitat enhancement, and/or invasive exotic species control.

Drainage Area. The area bounded by the new SR 905 on the north, Siempre Viva Road to the west, La Media Road to the east, and the international border on the south is another potential burrowing owl node. This node includes the J21, J27, and J28E vernal pools.

4.2.4 Mitigation in the Unincorporated County outside the South County Subarea

Impacts to burrowing owls outside the County Subarea may be mitigated inside the MSCP subareas or at a location outside the MSCP subareas in the unincorporated County. Mitigation must occur on the same side of the mountains as the impacts (i.e., impacts in Ramona cannot be mitigated in the desert, and vice versa). Several locations could provide burrowing owl habitat in the unincorporated County outside the Subarea:

Ramona Grasslands and Adjacent Properties. Burrowing owls are known to have inhabited the Ramona Grasslands (part of which is now the Ramona Grasslands Preserve) historically (Lincer 2007) and a few pairs currently reside there. The Wildlife Research Institute (WRI 2009) reports that of seven burrowing owls actively translocated to artificial burrows at the WRI property overlooking the Ramona Grasslands in 2003/2004, three pairs fledged a total of nine owls. In 2005 a wild pair established a territory nearby. Since then at least two active pairs have produced seven to nine young annually.

Warner Valley. A few burrowing owls may persist in Warner Valley (Unitt 2004). The County will coordinate with the Vista Irrigation District to learn if they have observed owls on their properties and whether they would allow installation of burrows on their property as a way to entice birds to the Warner Valley area.

Rice Canyon. The area of Rice Canyon, which runs northward from SR-76 and the San Luis Rey River east of I-15, is agriculture and low density development. Restoration of grasslands and coastal sage scrub habitats currently disturbed or in agriculture on the flatter portions of the canyon could provide habitat for burrowing owls.

Pauma Valley. This valley is an agricultural center located in North San Diego County off I-15 and SR-76, between Valley Center and Palomar Mountain. Collections and observations during the early 20th century indicate that burrowing owls nested in Pauma Valley historically (Unitt 2004), although they are not currently known to breed there.

Guejito. This valley supports extensive grasslands, and owls have been observed there in the past.

4.2.5 Mitigation Inside Another Jurisdiction's MSCP Subarea

For mitigation in the City of San Diego, the City's policies and ordinances for protecting biological resources must be met.

Pamo Valley. Grasslands in Pamo Valley may provide appropriate habitat for burrowing owls. Specific parcels within Pamo Valley are owned and managed by the City of San Diego and the Public Utilities Department of the City of San Diego. Some privately-owned parcels also are within this valley.

San Pasqual Valley. This area historically supported burrowing owls. It is located within the City of San Diego's MHPA and may have the potential to be managed and enhanced for the benefit of burrowing owls. The City of San Diego Public Utilities and Park and Recreation Departments own and manage the incorporated lands within this valley.

Marron Valley. The City of San Diego Public Utilities Department owns and manages 2,500 acres in Marron Valley. Currently this area is unavailable for mitigation of occupied burrowing owl habitat. With some restoration, the grassland habitat may be available at a future date.

4.3 Resource Management

A Resource Management Plan will be prepared for the mitigation site. Preparation of the plan can begin with the format in Attachment E (Conceptual Biological Resources Management Plan) of the County's Report Format and Content Requirements – Biological Resources, with the addition of burrowing owl management requirements.

An appropriate resource management entity as described in section 1.2.1 of the Conceptual Biological Resources Management Plan must also have proven experience

and success in managing burrowing owl habitat, and must be approved by the County, the land-owning City department (City of San Diego), or other agency, as appropriate.

4.4 Funding Mechanism

The entity causing the impacts to burrowing owls or their habitat will provide funding to maintain and manage the mitigation site in perpetuity, except for County projects to construct essential public facilities. If the mitigation site occurs on land owned by the City of San Diego, early coordination with the appropriate city department and Wildlife Agencies is required since applicable development permits may be needed.

Funding options are described in section 1.2.2 of Attachment E (Conceptual Biological Resources Management Plan) of the County's Report Format and Content Requirements – Biological Resources.

4.5 Burrowing Owl Enhancements

The requirement for burrowing owl enhancements on mitigation land will be decided by the Wildlife Agencies, the County, and, if applicable, the land-owning City department (City of San Diego), during negotiation of mitigation measures. Sites that are used to mitigate impacts to burrowing owls must have burrows that suitable for burrowing owls, preferably natural burrows made by ground squirrels. Enhancements for burrowing owls that may be required as part of the mitigation are discussed below.

4.5.1 Natural Burrows and Introduction of Ground Squirrels

In San Diego County, burrowing owls have a symbiotic relationship with ground squirrels. The burrowing owls take over vacated squirrel burrows and live in the same colonies as the ground squirrels, but not in the same burrows. Burrowing owls normally have satellite burrows near the main burrow which are used to escape from predators. If the mitigation site does not have California ground squirrels and their burrows, enhancements such as the construction of rubble piles or low berms, and the introduction of California ground squirrels, if they are not on the site already, may be required. Installation of artificial burrows to provide a baseline of potential nest sites and refuges until burrowing owls begin to use the natural burrows provided by ground squirrels may also be required.

4.5.2 Artificial Burrows

Though natural burrows are best, artificial burrows can provide immediate benefit to burrowing owls. The installation of burrows in various grassland areas has resulted in burrowing owls occupying the site, such as at Arnie's Point, the SR-125 mitigation site, and on the south side of Sweetwater Reservoir. Five burrows shall be constructed for each one impacted, and be arranged appropriately to support owls, avoid their predation, and maximize occupation of the site. Artificial burrows must be placed far from paved roads. Owls often hunt on or near roads, and many owls are killed by cars. The artificial burrow locations must have good drainage and limited interference from road and

pedestrian traffic. Few or no trees should be nearby where predators of burrowing owls could roost or nest.

Artificial burrows must be constructed using a state of the art design and should be considered temporary habitations until ground squirrels or other appropriate fossorial mammals become established at the mitigation site. Management plans must include provisions to maintain artificial burrows until the Wildlife Agencies and County conclude the mitigation measure has been successfully completed. That issue would be evaluated in annual reports and proposed work plans.

4.5.3 Prey Base

Burrowing owls are primarily active at dusk and dawn, but will hunt throughout a 24-hour period, especially when they have young to feed. Burrowing owls feed on a wide variety of prey, changing food habits as location and time of year determine availability. They catch small mammals such as mice, rats, gophers, and ground squirrels during late spring and early summer. Later in the year, they switch to insects, especially grasshoppers and beetles (Defenders of Wildlife 2009). Other prey animals include reptiles and amphibians, scorpions, young cottontail rabbits, bats, and birds, such as sparrows and horned larks. Mitigation sites must provide habitat for these types of prey species.

Burrowing owls are quite versatile in the ways they capture prey. They chase down grasshoppers and beetles on the ground, use their talons to catch large insects in the air, or hover in mid-air before swooping down on unsuspecting prey. They also watch from perches and when prey is sighted, glide silently toward their target. Mitigation sites should include low perches (not trees) from which burrowing owls can survey their surroundings.

4.5.4 Burrowing Owl Active and Passive Relocation

Generally, only passive relocation, not active, will be accepted as a means to induce burrowing owls to relocate. Active relocation has not been proven to be consistently successful in establishing burrowing owls at relocation sites over the longer term. However, there may be exceptional circumstances where actively removing burrowing owls from a development site is necessary to protect them from being killed by construction operations. In such a case, approval from the Wildlife Agencies would be required to actively remove burrowing owls and release them at a location with appropriate habitat and artificial burrows. In addition, active relocation might be a preferred technique to get breeding owls established on outlying, unoccupied lands. Each request must be accompanied by a plan that thoroughly describes the schedule, the techniques to be used, and the experience of the biologists that will be employed to actively relocate the birds.

Passive relocation requires that burrowing owls be evicted from burrows and that suitable habitat and burrows be available close to the eviction site. Both passive translocation and eviction require approval from the Wildlife Agencies. Steps to evict burrowing owls from burrows on-site are described below:

- Evictions and passive relocation shall be carried out only during the non-breeding season, from September 1 to January 31.
- Burrowing owl evictions shall be supervised or conducted by a qualified burrowing owl biologist who is experienced with the eviction and passive relocation procedures using one-way door devices.
- The eviction procedure shall be initiated no less than two weeks before initial ground disturbance is scheduled to begin.
- The site shall be surveyed by a qualified burrowing owl biologist experienced at conducting owl surveys to determine all burrow locations.
- Following the survey, owls shall be evicted from burrows using one-way devices in place for a minimum of 48 hours after which all burrow entrances shall be destroyed. For known occupied burrows, scopes will be used to verify that the burrow is empty prior to destruction.
- Grading shall take place within one week of burrow closure. After the burrow has been closed, the site should be monitored each day to ensure that the burrowing owls do not return to the site before it is graded. If they do return to the site, the protocols of section 3.4.2 should be followed. Other time limits may be allowed upon concurrence by the County and the Wildlife Agencies that sufficient monitoring and evaluation indicates that no burrowing owls would be impacted by the grading/construction. The site shall be monitored twice per week for owl use and open burrows until grading takes place. Owls shall be evicted and open burrow entrances destroyed until ground clearing takes place. Additional monitoring may be needed during construction to ensure that owls do not return to the site. Monitoring shall be conducted by a County-approved biologist.
- The construction site needs to be kept clear of potential burrows, such as open pipes.
- If owls reoccupy the site, the exclusion procedure shall be repeated.
- A biologist on or under the supervision of a Biologist on the County's approved consultant list shall be present during initial ground clearing.
- A report summarizing owl exclusions and burrow closures shall be submitted to the County and Wildlife Agencies within seven days of completing exclusions and burrow closures.

Artificial burrows shall be built no less than three weeks before owls are to be excluded from the project site. Artificial burrows shall be monitored for owl use once every two weeks for two months after they are constructed. Long-term monitoring requirements will be included in the resource management plan for the mitigation site. Monitoring shall be conducted by a County-approved biologist or a biologist under the supervision of a Biologist on the County's approved consultant list.

4.6 Mitigation Site Maintenance

The mitigation site shall be maintained according to a resource management plan approved by the County, the Wildlife Agencies, and the land-owning City department (City of San Diego), if applicable. For mitigation sites in the City of San Diego's Cornerstone Lands, the County will coordinate with the City's Public Utilities Department (Water). For mitigation sites in the City's jurisdiction in the southern part of Otay Mesa, the County and/or applicant will coordinate with the border patrol to aid in the

identification and prevention of vandalism, off-road vehicle use, dumping, and other disturbances to habitat.

4.7 Monitoring

4.7.1 Methods

Monitoring of mitigation sites shall be conducted during the breeding season (February 1 through August 31) of each monitoring year by biologists hired by the project applicant. Burrowing owl monitoring reports shall be submitted by August 31 of each year to the County, Wildlife Agencies, and, if applicable, the land-owning City department (City of San Diego) for approval.

Annual monitoring at each mitigation site will include the following information:

- A characterization of the vegetation on the mitigation site.
- The presence or absence of ground squirrels and the proportion of the mitigation site that has ground squirrel burrows suitable for burrowing owls.
- The number of burrowing owls observed and the locations where they were observed.
- An estimate of the number of breeding pairs and juvenile owls produced on the mitigation site.
- Photographs of the vegetation, burrowing owls, owl burrows, ground squirrels, and ground squirrel burrows on the mitigation site.
- Recommended management actions for the up-coming year.
- Follow up analysis of previous management actions.

The County will compile the data from the reports into an overall report describing the number of burrowing owls that have been established through the mitigation process at the various locations identified in this strategy. The report will include a statement as to whether the goals of this strategy have been met. If the mitigation occurs on land owned and managed by the City of San Diego, applicable information will be forwarded to the appropriate land-owning City department for inclusion in the annual report to the Wildlife Agencies. The County will present the results to the Planning Commission and Wildlife Agencies by December 15 of each year.

4.7.2 Success Criteria

This strategy will be considered successful for a burrowing owl node when it supports at least five pairs of reproducing burrowing owls for at least three consecutive years. Success does not imply that monitoring and maintenance of the habitat may cease. As part of the mitigation, monitoring and management will need to continue in perpetuity.

5.0 EDUCATION AND STEWARDSHIP

Much of the habitat for burrowing owls is on private lands, and voluntary stewardship programs can help preserve these areas. Burrowing owls do not pose a threat to livestock, crops, pets or people. On the contrary, they prey on insects and small

mammals that can be detrimental to agriculture. Conversion of habitat to irrigated croplands may increase potential prey for burrowing owls, but removal of fossorial mammals reduces their potential breeding sites and habitat.

Suitable habitat can be managed to enhance productivity and survival of burrowing owls in concert with agricultural activities. Land management policies should contain BMPs to enhance or maintain suitable breeding conditions for burrowing owls.

Tasks:

- Enhance occupancy of fossorial mammals and preserve ground squirrels.
- Develop and conduct an outreach program for landowners.
- Educate landowners on how to improve fossorial mammal protection and increase the number of potential nesting sites for burrowing owls.
- Encourage the livestock industry to promote sustainable rangeland practices such as grass-fed cattle.
- Evaluate and reduce the use of pesticides that affect the owls' food supply through integrated pest management.
- Identify alternatives for providing water to livestock without degrading surficial hydrology and owl habitat.

6.0 REGULATORY PROTECTIONS FOR BURROWING OWL HABITAT

Burrowing owls often use grazed lands for foraging and may use burrows on grazed lands for nesting, making grazed lands important habitat. Per the County's Grading Ordinance Section 87.202(d)(2)(cc), a landowner cannot convert land previously used solely for grazing or beekeeping to other types of agricultural operations that involve a greater intensity of land disturbance, such as planted crops. Planting crops on land previously used for grazing is a prohibited conversion, unless the land to be tilled or cultivated has been in agricultural production for at least one of the preceding five years.

8.0 REFERENCES

- | | |
|---|---|
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Figure A-1
Burrowing Owl Observations and Predicted Habitat
in the County of San Diego

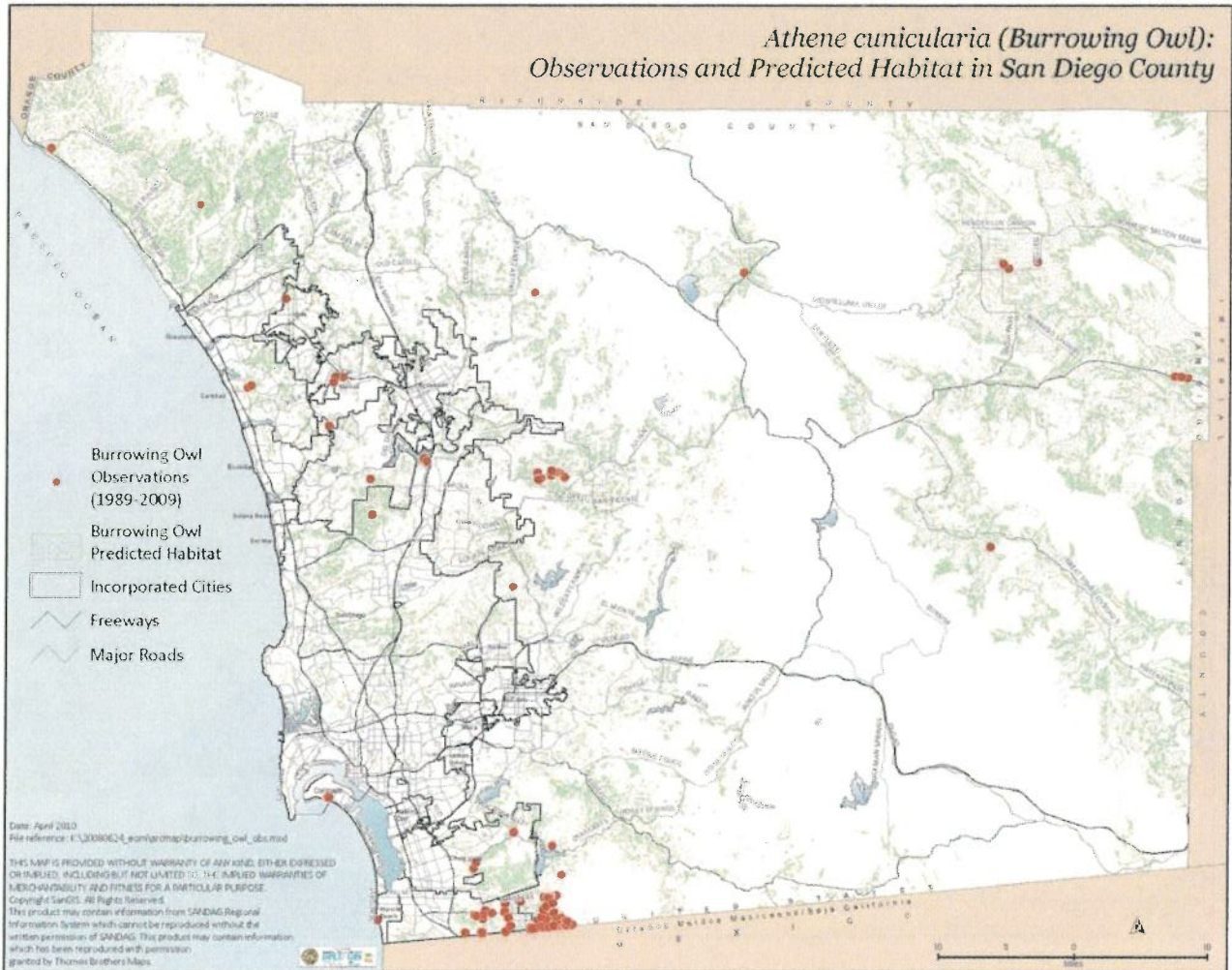


Figure A-2
Potential Burrowing Owl Nodes in Otay Mesa/East Otay Mesa

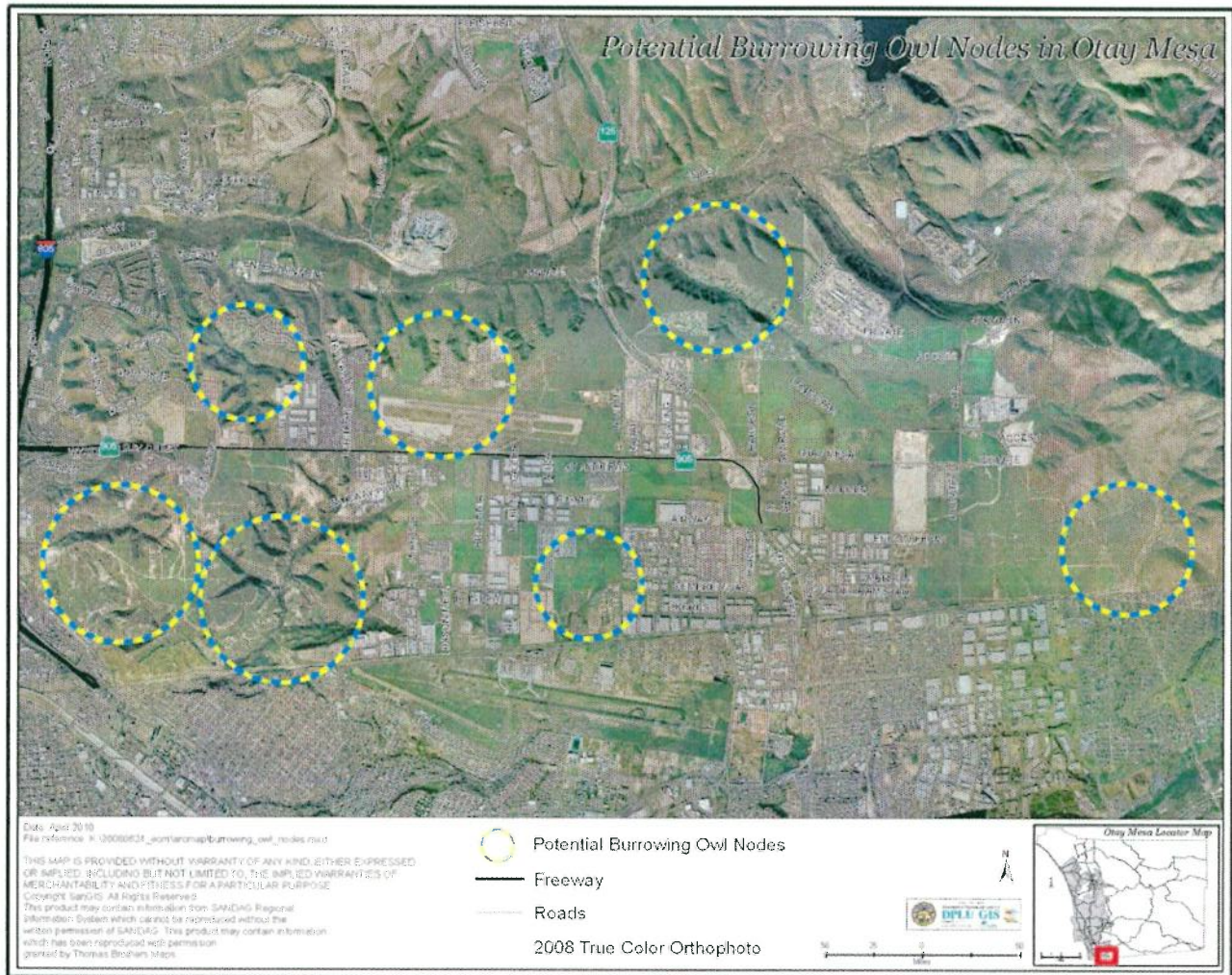
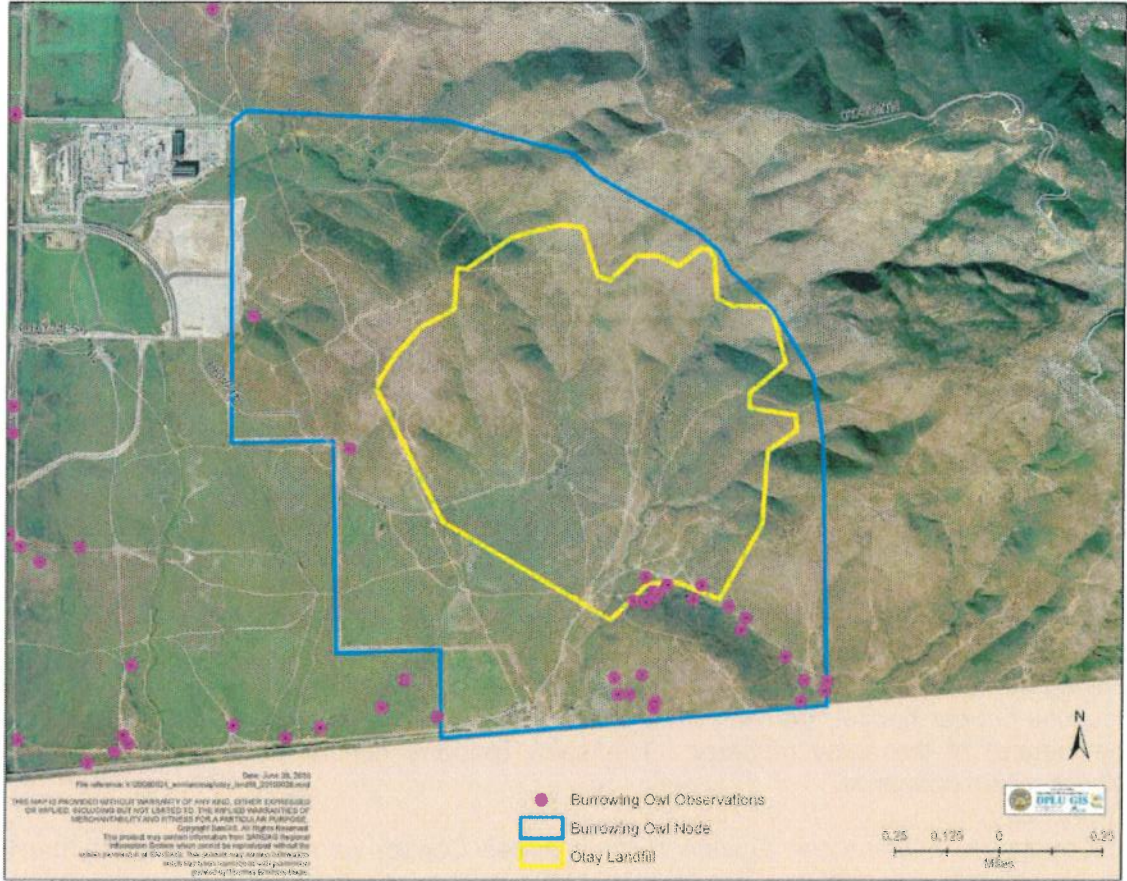


Figure A-3
Potential Burrowing Owl Node in Relation to the Voter-Approved Otay Landfill at the Southeast End of East Otay Mesa



[Attachment B]

**County of San Diego
Guidelines
for
Hermes Copper (*Lycaena hermes*)**

The Hermes copper (*Lycaena hermes*) is an extremely rare narrow endemic butterfly species. No regional protocols for Hermes copper currently exist, though the U.S. Fish and Wildlife Service (USFWS) may prepare protocols if the species is listed. Several projects are currently being processed by the County that have the potential to impact Hermes copper and its habitat, and other such projects may be proposed. The impacts of these projects on Hermes copper need to be assessed consistently under the California Environmental Quality Act (CEQA).

The County has prepared these Guidelines for Hermes copper to provide guidance for surveying for the butterfly, mapping habitat, assessing impacts, and mitigating for projects within the County's jurisdiction. In preparing these Guidelines the County reviewed available literature published by field surveyors and researchers, in particular, Michael Klein, Daniel Marschalek, and Douglas Deutschman, and notes from personal communications between these researchers and County staff biologists, to gain an understanding of the Hermes copper's life history and habitat requirements.

The Guidelines for Hermes Copper shall be used for proposed project sites with both the butterfly's larval host plant, spiny redberry (*Rhamnus crocea*), and the preferred primary adult nectaring plant, California buckwheat (*Eriogonum fasciculatum*), occurring on or near the site. In Hermes copper habitat, the California buckwheat is generally within 10 feet (approximately three meters) of the spiny redberry. The spiny redberry occurs in coastal sage scrub or southern mixed chaparral.

The County will revise these Guidelines for Hermes Copper as needed and using the best available scientific information. The USFWS has published 90-day findings on a petition to list the Hermes copper butterfly as threatened or endangered (USFWS 2006; USFWS 2010) and the species may or may not be listed following further review. The guidelines will be superseded by USFWS Hermes copper protocols if the species becomes federally listed and survey protocols are issued.

Life History

The Hermes copper is an extremely rare narrow endemic species with a range restricted to San Diego County and northern Baja California. Its genus is monotypic (a genus with only one species) and its closest relative is in Asia. The species is dependent on patches of spiny redberry that grow in southern mixed chaparral and coastal sage scrub. The larvae (caterpillars) eat the new growth of mature spiny redberry shrubs. Marschalek and Klein (2010) found that most open areas with spiny redberry plants adjacent to California buckwheat were occupied by Hermes copper. Their marking study indicated that even though Hermes copper is generally a sedentary species that remains close to spiny redberry plants, they are able to travel distances greater than 3,500 feet, but that long movement transversing vegetation communities other than coastal sage scrub are rare. Hermes coppers are more abundant near host plant patch edges than in the interior (Marschalek and Deutschman 2008). The are usually found on

the east and south sides of large spiny redberry shrubs often adjacent to openings in dense vegetation (Marschalek and Klein 2010), and on the north and west sides of trails or roads (Marschalek and Deutschman 2008).

Hermes copper butterflies seem to remain close to their host plant, which results in sedentary behavior and the creation of independent colonies (Thorne 1963; Faulkner and Klein 2004; Marschalek and Deutschman 2008). Females lay eggs singularly either at the splitting of a branch or at the base of a leaf. The winter diapause is in this egg stage. Larvae hatch and mature through five instars over approximately 14 days, with larvae feeding on the new growth leaves of its host plant. Pupation occurs over approximately 10 to 14 days. Pupation is very cryptic at the base of the spiny redberry.

The adult flight period is from mid-May through early July, depending on elevation (a few days later at higher elevations) as well as winter and early spring rains. Adults nectar primarily on California buckwheat within about 10 feet (three meters) of spiny redberry. They have been observed nectaring on chamise (*Adenostoma fasciculatum*), California sunflower (*Encelia californica*), slender sunflower (*Helianthus gracilentus*), poison oak (*Toxicodendron diversilobum*), and short-podded mustard (*Hirshfeldia incana*), but based on historical records and recently published papers, these nectar sources had California buckwheat nearby if they were being used by Hermes.

Range

The historical known range of Hermes copper is from near Fallbrook and Pala in the north to about 100 miles south of the U.S.-Mexico border, and from near the coast inland to Pine Valley (Thorne 1963) and Guatay (Marschalek and Klein 2010). Recent observations note sightings from Lopez Canyon and east along the southern section of the County at Potrero (pers. comm. M. Klein; SDG&E 2008). The range of Hermes copper is smaller than that of its larval host plant, which extends into the outer North Coast Ranges of California (Thorne 1963). Though the Hermes copper's range seems not to have changed, the number of Hermes copper colonies has been reduced from historical numbers by the loss of habitat to development and the extirpation of colonies by extensive wildfires in San Diego County during the past decade, particularly in 2003 (Klein and Williams 2003) and 2007.

Habitat Where Surveys Should Be Conducted

No data are available regarding a minimum or optimum size of spiny redberry patches that support Hermes copper. Intuitively, because the species' behavior is relatively sedentary, there must be a variable distribution of spiny redberry patches to maintain its normal flight habitat. Therefore, until research studies have been completed, but only where spiny redberry patches comprise at least a small component of the vegetation community, biologists should consider any woody (mature) spiny redberry shrub with California buckwheat within 15 feet as potential Hermes copper habitat to be surveyed.

Marschalek and Klein (2010) found that within their study area Hermes copper were never observed in the understory of oak woodlands, even when California buckwheat and spiny redberry were present. Spiny redberry grows in discrete patches within coastal sage scrub and chaparral, but California buckwheat is common and occurs in several native vegetation communities as well as disturbed areas. California buckwheat without spiny redberry nearby is not considered habitat for Hermes copper.

For purposes of surveying for Hermes copper habitat on project sites in the County's jurisdiction the vegetation should be considered potential habitat for Hermes copper if California buckwheat is within 15 feet of a mature spiny redberry shrub. Fifteen feet is a conservative distance to ensure that enough plants for sustaining the Hermes copper are included in the mapped polygon.

If flight season surveys show that Hermes copper is not present in such habitat, the habitat will be considered potential habitat for Hermes copper.

Habitat Mapping

Habitat within 150 meters [approximately 500 feet] of a Hermes copper sighting should be mapped as occupied Hermes copper habitat. Habitat extending out from the mapped Hermes copper population/observation location to spiny redberry and California buckwheat that are three meters or less from each other should be mapped as one polygon and will be considered one population. Occupied spiny redberry with California buckwheat nearby that occur more than three meters away from each other should be mapped as a separate polygon and considered a separate population/colony. Spiny redberry with California buckwheat nearby but beyond 150 meters of a Hermes copper sighting should be mapped as potential habitat.

The number of individual spiny redberry or California buckwheat plants of any size or age within each polygon should be counted, or estimated by a subsample count if the number is high. Native and nonnative plant species diversity and cover should be noted for each polygon. The acreage of the habitat includes the spiny redberry, California buckwheat, and any other plant species growing between those species or within three feet of either of those species.

Habitats to be excluded from mapping beyond the 150 meter radius from the spiny redberry patches include habitats other than coastal sage scrub and chaparral that do not have spiny redberry or habitats that are barriers to dispersal, such as dense tall trees, grasslands, or other habitats without spiny redberry or California buckwheat, or the habitat beyond these barriers.

Flight Season Surveys

The dates of the flight season vary and can begin between mid-May and early-June, depending on elevation and rainfall, and can last until mid-July. The peak flight time has been reported as around June 10 for males and June 20 for females (Faulkner and Klein 2008); Marschalek and Klein (2010) reported peak abundance of adults ranging from May 25 to June 22 over four years. The flight season at lower elevations begins a few days earlier than the flight season at higher elevations. The elevation range for Hermes copper is from about 200 feet in the western part of the County to about 4,000 feet at Guatay in the eastern portion of the County.

Four surveys from eight to 14 days apart beginning during the third full week of May and with the last survey being during the first full week of July should be conducted. Additional surveys should be conducted if necessary for accurate mapping of occupied habitat. Any observation of Hermes copper should be considered an existing population or colony rather than a migrant.

Surveys should be conducted when temperatures are between 70 and 95 degrees Fahrenheit, which is the range of temperature during which Hermes coppers generally fly. Surveys should not be conducted during adverse weather conditions, such as fog, drizzle, rain, or cloud cover greater than 25 percent, or during sustained winds greater than 15 miles (24 kilometers) per hour measured 4-6 feet (1.2-1.8 meters) above ground level. Surveys should be conducted at an average walking rate of 10-15 acres per hour.

Flight season surveys should not be conducted concurrently with surveys for other species by the same person. The surveyor's attention must be on searching for the Hermes copper throughout the survey.

Impact Assessment

Lands supporting occupied Hermes copper habitat are sensitive habitat lands under the Resource Protection Ordinance and are regulated by section 86.604(f), which states that development, grading, grubbing, clearing or any other activity or use damaging to sensitive habitat lands shall be prohibited but that the authority considering an application may allow development when all feasible measures necessary to protect and preserve the sensitive habitat lands are required as a condition of permit approval and where mitigation provides an equal or greater benefit to the affected species.

The habitat mapping procedures described above should be used to determine the acreage of impacts to occupied Hermes copper habitat, which includes spiny redberry with California buckwheat and any other species within 150 meters of a Hermes copper sighting. Any impact to occupied or potential Hermes copper habitat is significant and requires mitigation.

Mitigation Measures

Any impact to occupied habitat requires mitigation by preservation of occupied habitat at a ratio of 2:1 or 3:1, depending on the quality of the habitat at the impact site and the mitigation site, and the importance of the habitat. Impacts to potential habitat requires mitigation at a ratio of 1:1, or higher if the impacted habitat is of high quality, was formerly occupied, or has continuity with occupied habitat.

Reporting

The results of the habitat assessment and the Hermes copper surveys shall be incorporated into the biological technical report for the project. Any impacts to the species must be analyzed, and appropriate mitigation proposed. The report must also demonstrate that the surveyor(s) has the knowledge and field skills to conduct the surveys by providing a description of their experience and/or training in surveying for Lepidoptera.

For purposes of assessing impacts of a project, a negative survey will be valid for one year if the site is within one mile of a known Hermes copper location and for three years if the site is more than one mile from a known Hermes copper location.

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[ATTACHMENT C]**Guidelines for Cactus Salvage**

Salvage of native cactus from the impact area of a project may be required if the project site is occupied by the coastal cactus wren or is potential cactus wren nesting habitat. The salvage of cactus species is in addition to the acreage of habitat required for mitigation. The salvage must be overseen by a biologist listed in the category of Biological Resources or Habitat Restoration on the County's list of approved consultants. Directions for salvaging and propagating cactus species are provided in Attachment C-1.

Requirements if Coastal Cactus Wren Habitat is Impacted

The project will be conditioned so that prior to the issuance of the grading permit, the species listed in Table 1 and present on-site will be salvaged for planting at the project's restoration site, if restoration is required. If restoration is not required for mitigation (i.e. because the mitigation site already has cactus wren habitat), the applicant must make a good faith effort to donate the plants. The applicant should contact one of the organizations listed in Table 2 to determine if they are capable of receiving the cactus, caring for it properly, and replanting it at a restoration site within the same region (north or south San Diego County) as where the cactus were salvaged. If the organizations are not able to accept the cactus, the applicant must provide written documentation from each organization in the region (either north or south county) stating that it cannot accept the cactus. If such documentation is provided, the cactus need not be salvaged.

Table 1. Native Cactus to Salvage for Coastal Cactus Wren Habitat Restoration

Scientific Name	Common Name	Notes*
<i>Cylindropuntia prolifera</i>	Coast cholla	Reproduces easily asexually (segments will grow when detached).
<i>Opuntia littoralis</i>	Coastal prickly-pear	Do not use existing <i>Opuntia</i> surplus from San Pasqual for transplanting to Otay or other areas as the San Pasqual population (and populations further north into Los Angeles) has hybrids of mixed and/or unknown origins and moving them around the region will make identification more difficult.
<i>Opuntia oricola</i>	Chaparral prickly-pear	

* Notes provided by Jon Rebman, Botany Curator at the San Diego Natural History Museum.

Table 2. Receptor Organizations*

Site Location	Site Name	Organization	Contact Person
North County	San Diego Wild Animal Park	Institute for Conservation Research	Bryan Endress (760) 291-5427
North County	San Pasqual Valley	City of San Diego Water Department, Watershed and Resource Protection	Niki McGinnis (619) 685-1314 NMcGinnis@sandiego.gov
South County	San Diego National Wildlife Refuge	USFWS	Jill Terp (619) 468-9245 ex. 226 Jill_Terp@fws.gov
South County	Rancho Jamul Ecological Reserve	CDFG	(858) 467-4201

* The receptor sites and operators are current as of spring 2010 but are subject to change.

The plants should be delivered to the receptor site that is closest to the impact site, or at least in the same region (north or south San Diego County).

Salvaged plants must be delivered to the receptor site within seven days of being removed from the soil.

Recommendations

The County encourages applicants to salvage other cactus and succulent species for use at their own restoration sites or for donation to the above organizations. Salvaging and replanting cactus and other succulents can help a restoration or revegetation site meet success criteria sooner. A complete list of cactus and succulent species that are recommended to be salvaged is provided in Table 3.

Table 3. Native Cactus and Succulent Species Recommended to be Salvaged*

Scientific Name	Common Name	Notes
<i>Cylindropuntia californica</i> var. <i>californica</i>	Snake cholla	Only survives in a coastal setting. Likely to survive in the Otay area, but not likely at Rancho Jamul or San Pasqual Valley. Be careful about mixing individuals from separate populations. Some topsoil collected with the plant may enhance translocation.**
<i>Cylindropuntia prolifera</i>	Coast cholla	Reproduces easily asexually (segments will grow when detached).**
<i>Dudleya</i> spp.	Live-forever	Be careful about mixing species as they hybridize. Do not replant rarer/endemic species, such as <i>D. attenuata</i> , outside of their natural range. Use the Plant Atlas mapping to determine the proper range.**
<i>Ferocactus viridescens</i>	Coast barrel cactus	Mark the north side of each cactus salvaged so it can be planted in the same orientation in which it was growing at the salvage site.

<i>Mammillaria dioica</i>	Fish-hook cactus	Do not mix any of the desert population with the coastal population to prevent hybridization. Female and bisexual (having flowers with both male and female parts) plants make up the population and a good ratio of each is needed for sustaining a population. Determine sexes during flowering in March through May). Bisexual flowers have larger petals and visible pollen; the females have shorter petals and no visible pollen.**
<i>Opuntia littoralis</i>	Coastal prickly-pear	Do not use existing <i>Opuntia</i> surplus from San Pasqual for translocation to Otay or other areas as the San Pasqual population (and populations further north into Los Angeles) has hybrids of mixed and/or unknown origins, and moving them around the region will make identification more difficult.**
<i>Opuntia oricola</i>	Chaparral prickly-pear	
<i>Yucca whipplei</i>	Our Lord's candle	The plant flowers when it is several years old. The species is monocarpic, meaning that the plant dies after it flowers. Only younger clones or specimens should be salvaged.**
<i>Yucca schidigera</i>	Mojave yucca	Flowers each year and does not die afterwards.** Only young plants are recommended to be salvaged, since a large effort is required to salvage large plants.

* This list is subject to future refinements at the discretion of the County of San Diego.

** Notes provided by Jon Rebman, San Diego Natural History Museum.

The above plant list was developed by the Cactus Wren Working Group sponsored through The Nature Conservancy. The process of salvaging cactus is described in Attachment C-1. Salvage should be implemented by individuals who have knowledge of the species that are needed at receptor sites, and of the plants at the impact sites, including genetics and location characteristics.

Biologists should use the San Diego Natural History Museum Plant Atlas mapping program to determine the proper range for replanting, especially for snake cholla and the live-forever species. The Plant Atlas link is:

[http://www.sdplantatlas.org/\(S\(rijxknmf204myr55450o3mym\)\)/Map_Call_2DB_2PInt.aspx](http://www.sdplantatlas.org/(S(rijxknmf204myr55450o3mym))/Map_Call_2DB_2PInt.aspx)

[ATTACHMENT C-1]**Guidelines for Cactus Salvage and Propagation
by Mark Dodero, RECON Environmental Inc.****Introduction**

This paper was prepared with the intent to provide general guidelines for cactus salvage and propagation specifically for restoration and enhancement of habitat for coastal cactus wrens (*Campylorhynchus brunneicapillus*). The guidelines presented here focus on salvage and propagation of coast cholla (*Cylindropuntia prolifera*) and chaparral prickly-pear (*Opuntia oricola*) that cactus wrens are known to use for nesting in coastal San Diego County.

The common coast prickly-pear (*O. littoralis*) is generally too short in stature (less than three feet) to be used by coastal cactus wrens for nesting, but this cactus can be salvaged and planted in areas where it co-occurs with coast cholla, as the wrens may eat the fruits of this species. The methods for salvage and propagation of coast prickly-pear are identical to the methods described below for chaparral prickly-pear.

During salvage efforts for prickly-pear, care should be taken to avoid collecting the non-native and often cultivated mission prickly-pear (*Opuntia ficus-indica*). This non-native species is found throughout coastal southern California and is often associated with old ranch houses and urban areas. This species is spineless, or nearly so, and can hybridize with native prickly-pear cactus. Although the mission prickly-pear can reach a tall size, the spineless nature of the plant may not provide the same level of protection from predators for cactus wrens that the native cactus species afford.

Another potential issue to consider when salvaging and establishing new populations of cactus is local genetics. Since we have relatively little information about local cactus population genetics, to be as conservative as possible in this regard, salvaged cactus should be planted as close as possible to the salvage site, at a similar elevation and proximity to the coast. Moving plants into habitats or areas where they did not naturally occur or are occupied by different *Opuntia* species may cause genetic mixing of locally adapted populations with unintended consequences, such as hybridization.

Timing of Salvage

Cactus can be salvaged any time of year. Survivorship of salvaged cactus is likely to be higher if the plants are collected when they are not drought stressed. The plants are typically most drought stressed in the fall before the seasonal rains start. During that time of year the plants are often wrinkled or shriveled, which is an indication that they contain less stored water. After significant winter rains begin, the plants quickly take up water and lose their wrinkled appearance.

Generally, coast cholla and prickly-pear put on new growth in spring as temperatures increase after the winter rains. Collecting stem segments that are fully grown gives the best results. Removing and attempting to root newly emerging shoots that haven't finished elongating will likely cause them to die.

Salvage Methods

When salvaging cholla or prickly-pear, it is best not to handle them directly. Using pitch forks, tongs or other tools to collect and move the plants reduces the chance of being injured by spines. For propagation purposes, coast cholla segments located near the tips of the plant are easily detached from the parent plant using tongs or a similar tool. Stem segments located closer to the main stem usually have a woody core and may be more difficult to dislodge. Stem segments that have a woody internal structure may need to be cut using a saw.

Prickly-pear pads generally have a stronger attachment to the main stem than coast cholla and may also require a cutting tool to separate the pad from the lower stems. Cutting the stem at or just below the node or connection point where the cactus pad attaches to the next lower stem segment is a good method of collection.

In situations where the coast cholla or prickly-pear populations will be impacted, the entire plant can be excavated using hand tools or heavy equipment, such as backhoe. Removing portions of the lower and outer stems prior to excavation will reduce the overall weight of the plant and will facilitate transport.

After cuttings or the entire plant are collected, the broken ends of the stems and roots should be allowed to dry and callus. This callusing process reduces the chance of stem rot after planting. Callusing of the stems can take a week or two if the weather is warm and dry or possibly up to a several weeks under cool moist conditions. After the cuttings are callused, they can be propagated using different methods, depending on the project goals and budget. Below are some methods that have been used and are known to be successful.

Propagation in the Field

Plants may be taken directly to the restoration/enhancement site after collection, and the stems can be callused in place by laying cholla cuttings on the ground directly where they are intended to grow. If planting budgets are very limited, the cuttings can be placed directly on the soil to get the stem to root because roots can form from any spine cluster that is in contact with the ground. This method mimics the natural way that the cholla plants root and form new individuals near the base of the parent plant. If time and budget allow for it, making a small hole in the ground and placing the lower end of the cholla cutting into the soil may speed up the rooting process. Also, placing the stem in an upright position may also make the rate of upward growth faster compared to just laying the stem on the ground.

For prickly pear, it is best to plant the thinner, lateral edge of the pad into the soil. To reduce the chance of rot, leave the lower cut portion of the stem exposed to the air. Prickly-pear cactus can root if the cutting is just placed on the soil surface, but the stem is more likely to sunburn if the broad surface of the pad is facing the sun directly. The labor expended to plant the prickly-pear stems is worthwhile and will likely increase rooting success over just laying the pad on the ground.

If the restoration site will not be watered, then placing the cuttings out in the fall-winter is best since the natural rainfall will help them root. It is most cost efficient to take stem cuttings and disperse them directly at the intended site in the fall-winter and let them go on their own. If watering the site is feasible, planting the cactus at anytime of the year will work. With supplemental water, the plants will grow faster.

Propagation in a Nursery

Two methods can be used in a nursery setting to increase the rate of stem growth by providing supplemental water during dry periods. Plants can be grown directly in the ground or in containers. Planting the stems in the ground or in containers requires more labor for getting the plants started and transporting them than just dispersing them directly on the ground surface at the restoration site. The labor involved with planting and transporting containers can be worth the effort if you are trying to encourage longer stem growth in a shorter amount of time.

At a nursery, stem cuttings can be planted directly in the ground (after callusing) and supplemental water can be given so that the stems grow faster than under natural conditions. After the plants have reached the desired size, they can be excavated from the soil and the larger stems can be transported to the restoration/enhancement site for planting. Breaking off the side branches, particularly on coast cholla, prior to moving the plants is helpful for safer transport and the new cuttings generated can be used for propagating additional plants.

Growing cuttings in containers at a nursery will also reduce the time it takes for the stems to reach the 3-foot minimum height needed for coastal cactus wren nesting habitat. For container propagation, use soil that is well drained for best results, as soil with high clay content will hold water and can increase the chance that the cuttings will rot.

One caution for this container method is that trying to move the plants around when they are in pots can be difficult to do without getting injured by the spines, particularly once the plants get larger. Using one-gallon pots to grow the cuttings is a reasonable compromise if you are trying to grow the stems up to a larger nesting size prior to planting them in the field. The weight of a one-gallon pot with soil is light enough to transport with relative ease.

Larger containers can be used for propagation, but they will be more difficult to transport due to their greater weight. As mentioned above, breaking off some of the side branches and leaving the main stem intact helps with transporting them, since the branches are less likely to fall on your hand while moving them.

Temporary Storage

Plants that are taken to a storage facility can be kept callused and unrooted for up to two months, or possibly longer depending on site conditions and the time of year. While waiting to be transported to the restoration site, the cut stems can survive for long periods during the cooler winter months without being rooted. During the warm summer months, the storage time would generally be more limited due to the higher temperatures and greater need for water. Providing partial shade for the cuttings and occasional supplemental water will extend the length of time the cuttings can be stored without being planted. Even though the cuttings are not in contact with the soil, after a couple of months, they will often begin to form roots into the air since the plant is trying to make contact with the soil. If the storage period is anticipated to be longer than 2-3 months it would be best to plant the cuttings in the ground or containers as described above.

Watering "Schedule"

Cactus should only be watered after the soil has dried out from the last watering rather than on a regular schedule. If the soil is not allowed to dry between watering events, the plants will have a much higher chance of rotting, especially during initial rooting. Once the plants have an

established root system, they are more tolerant of extra water, but letting the soil dry between watering is the best method to reduce the chance of rot.

Summary

Our local cholla and prickly-pear cactus are generally easy to grow, but reducing the amount of handling and not putting them in pots makes salvage budgets go much further. Dispersing cuttings in the fall after the rainy season has begun is the most cost efficient way to get good results. Stem cuttings can take about 7-8 years to grow to around three feet without supplemental water, but the growth rate will be dependent on the amount of natural rainfall and the soil conditions at the site. If you do direct planting of cuttings and water them at the restoration site, they will grow faster.

If nesting-sized cactus are in limited numbers or not present at the restoration site, a portion of the salvaged stems can be grown larger at a nursery to decrease the time it will take to produce nesting-sized plants.

Following is a summary of the techniques described above:

- Allow stems to callus prior to planting stems in soil. This may take up to a few weeks depending on weather conditions.
- Dispersing salvaged cholla cuttings directly at the restoration site by laying them on the ground and letting them root on their own with no supplemental water is the most cost and labor efficient method of propagation. But using this method will take the longest time for the plants to grow to nesting size.
- If budgets allow for excavating a hole and planting the cholla cutting in an upright position, the stems will likely root and grow upwards faster than just laying the stems on the ground.
- Prickly-pear cuttings will survive and root best if the thinner, lateral edge of the pad is planted into the soil.
- Planting cuttings in containers or in the ground at a nursery, where supplemental water can be provided, will help produce larger plants in a shorter time. This nursery propagation method can significantly reduce the amount of time to produce nesting-sized cholla or prickly-pear, but keep in mind that there are greater labor costs associated with this method and transporting the plants is more challenging.
- Do not water the plants when the soil is still moist. Allow the soil to dry between watering to reduce the chance of stem rot.

[Attachment D]**Typical Mitigation Measures**

When it has been established that a significant impact will potentially occur, the project must propose mitigation to lessen or compensate for the impact. As defined by CEQA (Section 15370), mitigation includes either measures to avoid, minimize or rectify impacts, or measures that compensate for impacts by replacing or providing substitute resources. The following is a list of typical mitigation measures that may be included as conditions on a project that has significant impacts:

Monitoring

Clearing, grading, and/or construction monitoring may be required to ensure that habitats and sensitive species outside the approved impact area are not adversely affected. Monitoring must be conducted or supervised by a biologist on the County's Approved Biological Consultant List. Specialized monitoring for endangered species shall be done by persons permitted by the USFWS, as appropriate. Following are monitoring tasks that would likely be required.

Before construction: Based on the particular project, the Biologist may be responsible for the following tasks, or others as described in the project conditions, in the field before construction begins:

- With the DPLU Permit Compliance representative, attend the preconstruction meetings and other meetings, as necessary, to discuss biological resource issues of the project;
- Conduct training for contractors and construction personnel, including explaining the purpose for protecting biological resources and conservation measures that should be implemented during project construction; and
- Verify the installation and maintenance of temporary fencing of open space easements.

During construction: Based on the particular project, the Biologist may be responsible for one or more of the following tasks, or others as described in the project conditions, in the field during construction:

- Attend construction meetings, as necessary;
- Monitor all grading, clearing, grubbing, trenching, and construction activities to ensure against damage to biological resources that are intended to be protected and preserved;
- Photograph the site after the grading and clearing activities have been completed but before construction begins (depending on the type of project).
- Inspect fencing and erosion control measures weekly (daily during rain events) in the vicinity of the proposed preservation areas and report deficiencies immediately to the DPW Construction Inspector;
- Periodically monitor the work area for excessive dust generation and report deficiencies immediately to the DPW Construction Inspector.
- Monitor construction lighting periodically to ensure lighting is shielded and directed away from preserved habitat;
- Monitor equipment maintenance, staging, and fuel dispensing areas to ensure runoff from these areas is not entering drainages, wetlands, or waters of the U.S.;
- Stop or divert work when deficiencies require mediation and notify the DPW Construction Inspector and the DPLU Permit Compliance Coordinator immediately;
- During grading, clearing, grubbing, and trenching or other construction activities, report the results of monitoring to the County via e-mail weekly. Any change in this notification requirement must be approved by the County in writing; and

- Confer with the Wildlife Agencies and the DPLU Permit Compliance Coordinator within 24 hours any time protected habitat or sensitive species are being affected by construction;

After construction: The Biologist will prepare a letter report when the monitoring is completed and submit it to the County and Wildlife Agencies. The letter report must include, but not be limited to the following:

- Photographs of the temporary/permanent fencing that was installed before grading, clearing, grubbing or trenching activities began.
- Monitoring logs showing the dates and times the Biologist was at the site.

Biological Open Space/Conservation Easement/City of San Diego Covenant of Easement⁵

Preserving land on-site in a Biological Open Space or Conservation Easement is a means to avoid impacts to a particular resource or to mitigate for impacts elsewhere on the site. (See Table 5 of the Guidelines for Determining Significance – Biological Resources for habitat mitigation ratios.) If the preservation is to be considered for credit towards mitigation requirements, the easement must be designed in accordance with the Project Design Guidelines. All restrictions and any possible exceptions to the open space easement must be included in the easement language. For example, if trails are planned, they will be listed as an exception with a detailed description of allowable uses and location (preferably referencing a map). Open space easements that protect wetlands require an exception for vector control by the Department of Environmental Health (DEH) and may require an exception to allow future flood control prevention activities by the Department of Public Works. In all cases where revegetation and/or resource management plans are required, easements will be written to allow implementation of these plans, including allowing access by the appropriate habitat managers.

Open Space or Conservation Easement language will require the landowner to perform basic stewardship measures to ensure the preservation of the land, such as trash and litter removal, maintenance of fencing and signs in the location shown on fencing and signage map; compliance with stormwater management regulations; compliance with vector control regulations; and coordination with the County Sheriff for compliance with regulations governing trespass and illegal activities.

A Resource Management Plan (RMP) is generally required for easements when the open space easement is 50 acres or more. RMPs may also be required when open space less than 50 acres is proposed if a particularly sensitive resource is present that would benefit from active management and/or monitoring.

For mitigation sites within the City of San Diego jurisdiction, the City requires a Covenant of Easement.

Vacation of Existing Open Space Easements

If existing dedicated Biological Open Space Easements are being vacated, the loss of preserved habitat would be mitigated at twice the required ratios because: 1) the original mitigation must be replaced; and 2) the current loss of habitat must be mitigated. In some cases, mitigation may be at a 1:1 ratio if land previously identified as being impacted is switched for previously designated open space. If this is proposed, the switching must provide an equal

⁵ Any land proposed for mitigation must be current on property taxes.

or greater benefit as open space based on habitat type, quality, species present and biological function (i.e., connectivity, corridor, etc.).

Areas Labeled as “Not A Part” on Plot Plans

This is not an easement, but rather a designation on the plot plan for either a Major or Minor Use Permit. These areas are protected just as areas within an open space easement. A Use Permit Modification and subsequent environmental review would be required before these areas could be graded, cleared, developed or otherwise disturbed. In addition to designating the area on the plot plan, a condition will be placed on the Use Permit stating these areas are to remain protected for the life of the Use Permit. Any use exceptions (i.e., trails, etc.) would be included in the Use Permit conditions.

Limited Building Zone Easement

This easement is required adjacent to any on- or off-site biological open space or conservation easement. The easement prohibits the building of structures that would require vegetation clearing within the protected open space for fuel management purposes. The Limited Building Zone would extend at least 100 feet from the open space boundary. This distance may be extended or reduced if approved by the appropriate fire authorities and supported by the Fire Protection Plan for the project. The easement would include the provision to allow structures that do not require fire fuel modification/vegetation management. See Attachment G of these guidelines for a graphic depicting the Limited Building Zone Easement.

Oak Root Protection Zone

In order to protect the shallow root systems of oak trees within existing or proposed open space easements, the project must include a minimum 50-foot oak root protection zone between the dripline and the nearest ground disturbance (i.e., grading or trenching). This oak root protection zone typically consists of other habitat and is not part of the oak woodland. This zone permits above-ground fire fuel management activities where necessary, but prohibits any ground disturbance. However, fire fuel management done in the oak root protection zone is a direct impact to the oak and must be mitigated as required.

Oak root protection zone(s) would be placed into a dedicated biological open space easement, but the easement language will allow fire-clearing within the 50-foot zone. Signs and fences (when required) would be located at the edge of the Biological Open Space Easement, and permanent markers placed at the outer edge of the fuel management area.

When oak root protection zones are used, the required Limited Building Zone Easement width can be reduced by 50 feet, as long as long as the open space easement language allows the necessary fuel modification.

Off-site Purchase or Preservation of Habitat⁶

Habitat mitigation may include the purchase of habitat credits within a County approved mitigation bank. Prior to accepting the purchase to fulfill mitigation requirements, the County may request accounting of habitat credits from the bank and evidence that the bank is managing the land appropriately. If the required habitat cannot be found within a bank, the preservation of habitat within open space easements on privately-owned land may be allowed. In these cases, a biological survey of the proposed mitigation land will be required to verify mitigation requirements have been met. An open space or conservation easement must be dedicated over the land. In addition, the County will require a Resource Management Plan for

⁶ Any land proposed for mitigation must be current on property taxes.

the long-term maintenance of the habitat and will require an endowment sufficient to pay the maintenance costs of the property in perpetuity.

Offsite mitigation to be purchased for biological impacts to non-Multiple Species Conservation Program (MSCP) lands must meet the following criteria: (1) Habitat to be acquired off site must be the same habitat type and/or comparable in biological function, (2) to the maximum extent feasible, the land must be located in the unincorporated area in the same ecoregion as the proposed project, and (3) the land must have equal or greater habitat value as the impacted resource, high or very high habitat value, and long-term viability. See Table 5 of the Significance Guidelines for habitat mitigation ratios.

For offsite mitigation purchase inside the boundaries of the MSCP, the mitigation land may be located in any ecoregion within the MSCP boundary, as long as the mitigation land open space is considered a Biological Resource Core Area. See the Biological Mitigation Ordinance for habitat mitigation ratios.

“Maximum extent feasible” means that if two or more mitigation banks or properties for acquisition under different ownerships have the same habitat type and comparable biological function and value to the habitat being impacted, and they are within the same ecoregion, the mitigation must be acquired in one of said banks or properties.

If it is not possible to locate at least two banks or properties for acquisition under different ownerships that meet all of the biological and geographic criteria, staff would determine feasibility using the following measures, in the order listed, until two banks or properties for acquisition under different ownerships qualify:

- The requirement that the habitat acquired be located within the same ecoregion may be waived. Habitat in the immediately adjacent ecoregions within the unincorporated area, with the appropriate habitat type and comparable biological function and value may be considered.
- If two banks or properties for acquisition under different ownerships still do not qualify, the requirement that the habitat acquired be located within the unincorporated area may be waived. Habitat in adjacent cities (with a preference to be located within the same ecoregion) with the appropriate habitat type and comparable biological function and value may be considered.

If, after exhausting these measures, there still are not two banks or properties for acquisition under different ownerships that qualify, the following procedure applies:

- If only one bank or property qualifies, the applicant is encouraged to enter into an agreement with that bank before tentative or conditional approval of the entitlement. This will avoid the situation where applicants may be asked to pay substantially above-market rates after the entitlement is granted. Staff will then recommend to the decision-maker that the applicant be required to acquire the off-site biological mitigation in that bank or property.
- If no banks or properties qualify, off-site mitigation would be considered infeasible and alternative mitigation/ordinance compliance mechanisms will need to be pursued. These alternatives may include, but not be limited to, project redesign, habitat creation, or other methods to achieve mitigation requirements on-site. If alternatives or other mechanisms cannot achieve acceptable mitigation for project impacts, the project may have a significant effect on the environment and, therefore, would require an Environmental Impact Report.

For mitigation lands within the City of San Diego, such as for impacts to burrowing owls in EOM, coordination with the City and the Wildlife Agencies will be early in the land entitlement process to assure permit conditions and other issues are addressed in a timely manner prior to project approval.

Revegetation Plans

To satisfy the County's no-net-loss policy for wetlands, any impacts to wetlands require the creation of wetlands either on or off-site. A Revegetation Plan would be prepared for all wetland creation and restoration efforts. Although revegetation is not typically allowed as mitigation for upland habitat impacts, a Revegetation Plan may be required to enhance or repair upland areas as well.

A conceptual Revegetation Plan outlining the draft revegetation plans will be required during the processing of a discretionary project, and will be distributed during the CEQA public review period. The project will then be conditioned to submit for approval a final Revegetation Plan completed in accordance with the County's Revegetation Requirements.

The actual revegetation condition placed on the project would outline any specific requirements for the revegetation project (i.e., acreages, types of vegetation, specific species, location, etc.). In all cases, whether explicitly stated or not, only native species should be used. When possible, the seed or plant stock used should be harvested from the vicinity of the revegetation site. A condition to dedicate an open space easement over the area to be revegetated would be included as a separate project condition.

Salvage of Root Stock, Seeds or Plant Specimens for Revegetation

Root stock, seed and/or plant specimen collection for mitigation may be accepted by the County as partial mitigation for impacts to sensitive species, except where other regulations, such as avoidance required by the BMO, take precedence. Translocation of plants may be accepted as partial mitigation for certain species when scientific research indicates it is likely to succeed. Preservation in place will always be the preferred mitigation, but where preservation is not feasible projects may be required to collect specimens or genetic material from the area being impacted, either in conjunction with a revegetation plan or as a separate species-based mitigation requirement. Revegetation or translocation of a sensitive species would require preparation of a revegetation plan by a person on the County's Approved Consultant List for preparing such plans. Any collection of federally or state listed species requires appropriate federal and state permits from the Wildlife Agencies. Collection or propagation of other sensitive species requires a state Scientific Collecting Permit.

Enhancement of Open Space

This may be required when the open space would benefit from enhancement activities, such as removal of exotic species, hydroseeding or cowbird trapping. Enhancement may be required when edge effects from the proposed project are expected to be fairly high or when the project requests mitigation credit for on-site open space over disturbed areas. The exact enhancement activities required would be outlined in the condition placed on the project.

Resource Management Plans (RMP)

A Resource Management Plan would be required when a project proposes open space that would significantly benefit from active management and monitoring. RMPs are also required when a project proposes purchase of off-site habitat that is not within a formal mitigation bank. The intent of an RMP is to ensure that the viability and value of the open space is maintained in

perpetuity. RMPs must be prepared based on the County's RMP guidelines, when a project proposes open space totaling 50 acres or more. RMPs may also be required when open space less than 50 acres is proposed if a particularly sensitive resource is present that would benefit from active management and/or monitoring.

Projects would be conditioned to submit the RMP for approval prior to any grading, clearing or other development of the site. The RMP would outline the timeline for any additional submittals that may be required, including monitoring reports, annual statements that all fencing/signs are present, etc.

Transfer Fee Title of Open Space to the County or Other Entity

Transferring fee title would generally be required whenever open space is on a separate lot on a parcel map. The open space may be deeded to an established conservancy group upon the approval of the Director of DPLU or deeded to the County (Department of Parks and Recreation [DPR]) or another government agency, such as the CDFG, USFWS, or BLM. The applicant or the developer is responsible for providing evidence that an established conservancy group, DPR, or other government agency will take ownership of the open space lot before the project will be approved. If deeded to a conservancy group, dedication of an open space or conservation easement over the land will also be required.

Breeding Season Avoidance

Grading, clearing and improvement plans will be conditioned such that land disturbance would occur outside of the relevant breeding season for any species of concern on a particular site.

Permanent Signs

Signs may be required where needed along open space boundaries or within open space (i.e., along trails) to prevent encroachment into the sensitive areas. The number and location of the signs will be based on a number of project and site specific factors, such as lot shapes and sizes, biological resources present, topography and intensity of expected encroachment.

Permanent Fencing or Walls

Fencing or walls will be required where needed along open space easement boundaries to limit encroachment into the open space. Similar to signs, the location of permanent fencing or walls will be based on project and site-specific factors, such as lot shapes and sizes, biological resources present, topography and intensity of expected encroachment. Permanent fencing or walls would generally be required when open space is proposed within 300 feet of development or when open space is included within residential lots less than 5 acres in size. Fencing and walls need only be installed between development and open space and should not be placed between on and off-site contiguous open space. The design and materials of fencing and walls will generally be restricted when there is a biological reason to do so, such as needing a solid wall to act as a noise barrier or requiring something impermeable to limit amphibian or small mammal movement.

Temporary Fencing

Temporary fencing will be required along all open space boundaries where clearing or grading is proposed within 100 feet of on- or off-site preserved habitat and permanent fencing has not yet been constructed. Temporary fencing is intended to prevent encroachment into biologically sensitive areas during grading, clearing and construction. Temporary fences are not necessary if permanent ones have already been installed (however, for many projects, permanent fencing would is-not be installed until after grading is complete.)

Evidence That Federal and State Permits Have Been Obtained

Evidence that all required permits have been obtained will be required when a project may potentially require a Federal or State permit for the take of one or more endangered species (Section 7 or 10(a) permits), for impacts to wetlands (1600 permits from CDFG or 404 permits from US Army Corps of Engineers), or for discharges (401 certification from Regional Water Quality Control Board). The applicant may show evidence that no permit is necessary by submitting a letter from the responsible Federal or State agency.

Restrictions on Lighting and Noise

Certain restrictions may be required when the project proposes lighting or significant noise within close proximity to existing or proposed open space. This condition is not enforceable on subdivisions or similar projects, which involve private residential lots adjacent to the open space. Therefore, lighting and noise must be limited in those circumstances by designing the project in compliance with the San Diego County Light Pollution Code (Sections 59.101-59.115), San Diego County Noise Ordinance (Sections 36.401 et seq.) and the San Diego County Noise Element. However, use permits can be conditioned to control noise and lighting, including timing and acceptable levels. The condition would extend for the life of the permit, and non-compliance would allow the County to revoke the permit.

Other Measures

Additional measures beyond those listed above may also be necessary based on the circumstances of a particular project and the biological resources present. Mitigation measures must be enforceable through project conditions or agreements. Most, if not all, biological mitigation measures should be completed before any grading, clearing or other disturbance to the site. The only exception is mitigation measures that can only be completed during the development process. An example would be installation of permanent fencing, which could occur on after temporary fencing required during grading has been removed. In this case, permanent fencing would be required prior to finalizing the map. Be aware that inside MSCP, Third Party Beneficiary Status is conveyed only after all biological mitigation measures have been satisfied. Therefore, if the timing for implementing conditions on these projects is not correct, an applicant may not have coverage under the Endangered Species Act for impacts to listed species.

[ATTACHMENT E]***Conceptual Biological Resources Management Plan*****PROJECT NAME**

Preparer must be on the County Biology Consultant List

Bold indicates text that must be included *verbatim*.

1.0 INTRODUCTION**1.1 Purpose of Biological Resources Management Plan**

Briefly describe the purpose of the Resource Management Plan (RMP). The RMP purpose should be based upon the project mitigation requirements. Summarize the proposed mitigation measures that make the RMP necessary.

RMP Objectives (*Choose from below*):

- *The plan guides management of vegetation communities/habitats, plant and animal species, cultural resources, and programs described herein to protect and, where appropriate, enhance biological and cultural values.*
- *The plan serves as a guide for appropriate public uses of the property (if public uses are included).*
- *The plan serves as a descriptive inventory of vegetation communities, habitats and plant and animal species that occur on or use this property.*
- *The plan serves as a descriptive inventory of archaeological and/or historic resources that occur on this property.*
- *The plan establishes the baseline conditions from which adaptive management will be determined and success will be measured.*
- *The plan provides an overview of the operation, maintenance, administrative and personnel requirements to implement management goals, and serves as a budget planning aid.*

The details of this conceptual plan may be modified when the Final RMP is prepared and submitted to the County for approval. The County will review the Final RMP to ensure that it meets the specified Purpose and Objectives.

1.2 Implementation**1.2.1 Resource Manager Qualifications and Responsible Parties****Proposed Resource Manager:**

The resource manager shall be one of the following:

- **Conservancy group**

- Natural resources land manager
- Natural resources consultant
- County Department of Parks and Recreation
- County Department of Public Works
- Federal or State Wildlife Agency (U.S. Fish and Wildlife Service, California Department of Fish and Game)
- Federal Land Manager such as Bureau of Land Management
- City Land Managers, including but not limited to Departments of Public Utilities, Park and Recreation, and Environmental Services.

If the developer desires DPR to manage the land, the following criteria must be met:

- a. The land must be located inside a Pre-Approved Mitigation Area (PAMA) or proposed PAMA, or otherwise deemed acceptable by DPR.
- b. The land must allow for public access.
- c. The land must allow for passive recreational opportunities such as a trails system.

The resource manager shall be approved in writing by the Director of Planning and Land Use (DPLU), the Director of Public Works (DPW), or the Director of Parks and Recreation (DPR). Any change in the designated resource manager shall also be approved in writing by the director of the County department that originally approved the resource manager. Appropriate qualifications for resource managers include, but are not limited to:

- Ability to carry out habitat monitoring or mitigation activities.
- Fiscal stability including preparation of an operational budget (using an appropriate analysis technique) for the management of this RMP.
- Have at least one staff member with a biology, ecology, or wildlife management degree from an accredited college or university, or have a Memorandum of Understanding (MOU) with a qualified person with such a degree.
- If cultural sites are present, have a cultural resource professional on staff or an MOU with cultural consultant.
- Experience with habitat and cultural resource management in southern California.

The person or consultant firm of the biological and cultural resource professionals should be named in this section, if they are known at the conceptual stage.

Proposed Land Owner:

Fee title of separate open space lots may be held by the HOA, a land/resource manager, or another appropriate landowner (e.g., land trust, conservancy, or public agency), depending on the particular circumstances.

A variety of options are available for fee title, depending on the particular circumstances. For example, if the open space is an integral part of the project and there is an HOA, the HOA may hold title to the open space. The HOA should grant an easement to the County, and the HOA should contract with a land/resource manager to maintain the open space. The easement would allow the County or another entity to step in if the HOA fails to maintain the open space properly. If the open space is not included as an integral part of the project, the HOA may have no incentive to properly maintain the open space, and the HOA should not hold title. Another option would be to transfer title to the County along with an endowment fund sufficient to pay the County's costs to maintain the open space area in perpetuity.

Proposed Easement Holder:

If the land is transferred in fee title to a non-governmental entity, a **Biological Open Space Easement or Conservation Easement** must be recorded. This easement should be dedicated to the County, but may also include other appropriate agencies as a grantee or third-party beneficiary. If title to the land is transferred to the County or other public conservation entity, no easement is necessary.

Restoration Entity:

If revegetation/restoration activities are required, management responsibility for the revegetation/restoration area shall remain with the restoration entity until restoration/revegetation has been completed. Upon County/Agency acceptance of the revegetated/restored area, management responsibility for the revegetation/restoration area will be transferred to the resource manager.

1.2.2 Financial Mechanism

Acceptable financial mechanisms include the following:

- **Special District.** Formation of a Lighting and Landscape District or Zone, or Community Facility District as determined appropriate by the Director of DPLU, DPW or DPR.
- **Endowment.** A one-time non-wasting endowment, which is tied to the property, to be used by the resource manager to implement the RMP.
- **Other acceptable types of mechanisms** including annual fees, to be approved by the Director of DPLU, DPW or DPR.
- **Transfer of ownership** to existing entity (e.g. Borrego Foundation, Cleveland National Forest, City of San Diego) for management.

1.2.3 Conceptual Cost Estimate

See Table 1.

1.2.4 Reporting Requirements

An RMP Annual Report will be submitted to the County (and resource agencies, as applicable), along with the submittal fee to cover County staff review time. The Annual Report shall discuss the previous year's management and monitoring activities, as well as management/monitoring activities anticipated in the upcoming year.

The Annual Report shall provide a concise but complete summary of management and monitoring methods, identify any new management issues, and address the success or failure of management approaches (based on monitoring). The report shall include a summary of changes from baseline or previous year conditions for species and habitats, and address any monitoring and management limitations, including weather (e.g., drought). The report shall also address any adaptive management (changes) resulting from previous monitoring results and provide a methodology for measuring the success of adaptive management.

For new sensitive species observations or significant changes to previously reported species, the annual report shall include copies of completed California Natural Diversity Database (CNDDDB) forms with evidence that they have been submitted to the State. The report shall also include copies of invasive plant species forms submitted to the State or County.

A fee for staff's review time will be collected by DPLU upon submittal of the Annual Report. The RMP may also be subject to an ongoing deposit account for staff to address management challenges as they arise. Deposit accounts, if applicable, must be replenished to a defined level as necessary.

1.2.5 RMP Agreement

The County will require an Agreement with the applicant when an RMP is required. The agreement will be executed when the County accepts the final RMP. The Agreement will obligate the applicant to implement the RMP and provide a source of funding to pay the cost to implement the RMP in perpetuity. The Agreement shall also provide a mechanism for the funds to be transferred to the County if the resource manager fails to meet the goals of the RMP.

The Agreement will specify that RMP funding or funding mechanism be established prior to the following milestones:

- For subdivisions, prior to the approval of grading or improvement plans, or prior to approval of the Parcel/Final Map, whichever is first;
- For permits, prior to construction or use of the property in reliance on the permit.

4.4 Limitations and Constraints

This section shall briefly describe any internal or external management constraints that may affect meeting the RMP goals.

(Examples)

- *Environmental factors such as the influence of local water availability (either surface or subsurface waters), introduction or spread of non-native species, presence of threatened and endangered species, fire, flood, drought, erosion, air pollution and hazardous waste materials.*
- *Legal, political or social factors which influence or mandate certain types of management; special permitting requirements (i.e., U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, archaeological sites, etc.), County Ordinances (e.g., nuisance abatement), MOUs or other special agreements with private or public entities, water, timber, or mineral rights for the area.*
- *Financial factors such as the source of funding to be used for operation and maintenance, personnel requirements, and overall management of the area (fund source may dictate management direction).*

2.0 PROPERTY DESCRIPTION

2.1 Legal Description

Describe the property.

(Refer to Biological Resources Report dated _____ by _____).

2.2 Environmental Setting *(Describe as requested)*

- *Site access;*
- *Pertinent geological, soil, climatic, topographic, fire and hydrologic factors; and*
- *MSCP context*

2.3 Land Use *(Describe as requested)*

- *Current land uses on the property;*
- *Land uses on adjacent properties;*
- *Locations of trails, approximate widths, and acceptable or existing users (i.e., hiking, mountain biking, equestrian, off-road users);*
- *Easements issued to others within or across the property, and any easements over adjacent properties for ingress/egress to the property; and*
- *Fuel management activities that are to be done in the plan area as required by the project's Fire Protection Plan.*

3.0 BIOLOGICAL RESOURCES DESCRIPTION

(Refer to Biological Resources Report dated _____ by _____).

Describe the functions and values of biological resources on the site.

4.0 BIOLOGICAL RESOURCE MANAGEMENT

4.1 Management Goals

(Choose from below)

- *Preserve and manage lands to the benefit of the flora, fauna, and native ecosystem functions reflected in the natural communities occurring within the RMP land.*
- *Manage the land for the benefit of sensitive species, MSCP covered species, and existing natural communities, without substantive efforts to alter or restrict the natural course of habitat development and dynamics.*
- *Reduce, control, and where feasible eradicate non-native, invasive flora and/or fauna known to be detrimental to native species and/or the local ecosystem.*
- *Others related to site-specific biological resources.*

4.2 Biological Management Tasks

See Table 1.

4.3 Adaptive Management

The Resource Manager is responsible for interpreting the results of site monitoring to determine the ongoing success of the RMP. If it is necessary to modify the plan between regularly scheduled updates, plan changes shall be submitted to the County and agencies for approval as required.

4.4 Operations, Maintenance and Administration Tasks

See Table 1.

4.5 Public Use Tasks

See Table 1.

4.6 Fire Management Tasks

See Table 1.

5.0 REFERENCES

Use standard scientific reference format to cite authors and their published research.

Table 1: Biological Resources Management Tasks

Check if applies	Tasks	Frequency (times per year)	Hours required per year
BIOLOGICAL TASKS			
	Baseline inventory of resources (if original inventory is over 5 years old)*	One time	___ hours
	Update biological mapping*	Once every ___ yrs	___ hours
	Update aerial photography	Once every ___ yrs	___ hours
	Removal of invasive species*	Monthly/ Quarterly/ Annually	___ hours
	Predator control	Monthly/ Quarterly/ Annually	___ hours
	Habitat Restoration / Installation	Installation	___ hours
	Habitat Restoration / Monitoring and Management	Monthly/ Quarterly	___ hours
	Poaching control	Monthly/ Quarterly	___ hours
	Species Surveys (include a separate line for each species)	Once every ___ yrs	___ hours
	Species management (include a separate line for each specific task)	(add frequency)	___ hours
	Noise management, if required	(add frequency)	___ hours
	For lands within the MSCP and outside PAMA, consult Table 3-5 of the MSCP Plan for required biological resource monitoring	(add frequency)	___ hours
	Other		___ hours
OPERATIONS, MAINTENANCE AND ADMINISTRATION TASKS			
	Establish and maintain database and analysis of data	Annually	___ hours
	Write and submit annual report to County*	Annually	___ hours
	Submit review fees for County review of annual report*	Annually	Dollars
	Review and if necessary, update management plan*	Every 5 years	___ hours
	Construct permanent signs	One time	___ signs
	Replace signs	___ signs/yr	___ signs
	Construct permanent fencing/gates	One time	___ feet
	Maintain permanent fencing/gates	(add frequency)	___ feet/yr
	Remove trash and debris*	Monthly/ Quarterly	___ hrs/yr

Check if applies	Tasks	Frequency (times per year)	Hours required per year
	Coordinate with DEH and Sheriff*	(add frequency)	___ hours
	Maintain access road	(add frequency)	___ miles/yr
	Install stormwater BMPs	One time	___ hours
	Maintain stormwater BMPs	(add frequency)	___ hours
	Restore Built Structure	One time	___ hours
	Maintain Built Structure	(add frequency)	___ Hrs/yr
	Maintain regular office hours	(add frequency)	___ hours
	Inspect and service heavy equipment and vehicles	(add frequency)	___ hours
	Inspect and repair buildings, residences and structures	(add frequency)	___ hours
	Inspect and maintain fuel tanks	(add frequency)	___ hours
	Coordinate with utility providers and easement holders	(add frequency)	___ hours
	Manage hydrology (as required)	(add frequency)	___ hours
	Coordinate with law enforcement and emergency services (e.g., fire)	(add frequency)	___ hours
	Coordinate with adjacent land managers	(add frequency)	___ hours
	Remove graffiti and repair vandalism	(add frequency)	___ hours
	Other		
PUBLIC USE TASKS			
	Construct trail(s)		___ miles
	Monitor, maintain/repair trails (unless a trail easement has been granted to the County)	(add frequency)	___ miles/yr
	Control public access	(add frequency)	___ hours
	Provide Ranger patrol	(add frequency)	___ hours
	Provide visitor/interpretive services	(add frequency)	___ hours
	Manage fishing and/or hunting program (if one is allowed)	(add frequency)	___ hours
	Provide Neighbor Education - Community Partnership	(add frequency)	___ hours
	Prepare and reproduce trail maps and interpretative materials.	(add frequency)	___ hours
	If HOA is funding management, provide annual presentation to HOA	Annually	___ hours
	Coordinate volunteer services	(add frequency)	___ hours
	Provide emergency services access/response planning	(add frequency)	___ hours
	Other	(add frequency)	
FIRE MANAGEMENT TASKS			
	Coordinate with applicable fire agencies and access (gate keys, etc.) for these agencies	(add frequency)	___ hours
	Plan fire evacuation for public use areas	One time	___ hours

[Attachment F]**County of San Diego
SanBIOS GIS Data Standard User Manual, Version 1****Quick Start**

The SanBIOS database template is at SanGIS, the County of San Diego's data warehouse. To download both an empty geodatabase and empty shapefiles for easy data collection, navigate to http://www.sangis.org/Download_GIS_Data.htm. After creating a free account, the template_v1.zip can be found under the "ecology" category. The template file consists of an empty geodatabase, empty shapefiles (for use if geodatabase technology is not supported), associated look up tables, complete metadata, and this manual. The sections below outline the purpose of using the SanBIOS data standard, the required fields, and how to fill them out. Questions can be directed to those listed in the contact section of this document.

Abstract

Created in 2009, the SanBIOS database serves as a single repository of species observations collected by various departments within the County of San Diego's Land Use and Environment Group. Coordination of biological species tracking between departments ensures a complete dataset, meeting a specific data standard, and will provide the best available information to environmental scientists, advocacy groups, all County departments, and various agencies.

Purpose

This catalog of species observations has been recorded by professional biologists from the County of San Diego as well as from various other agencies and private firms. These data serve many functions: they serve as a baseline catalog of species records in the adopted South County MSCP and the draft North and East County preserve systems (including invasive species) in the incorporated and unincorporated areas of San Diego County. They are used to direct the location of future permanent plot surveys and for various monitoring projects. They are used in the testing and validation of predictive species niche models and to comply with CEQA regulations, and they are used to identify and monitor invasive species. It is important to note that these observations are an indication of confirmed species presence at the time of the survey, but provide no indication of species absence. The types of surveys performed to collect these data were variable, ranging from highly organized and standardized surveys to random observations based on chance. SanBIOS was constructed to be interchangeable with the State of California's Biological Information and Observation System (BIOS) database (<http://bios.dfg.ca.gov/>).

The following County departments contribute species observation information to SanBIOS:

- Ag. Weights and Measures
- Environmental Health
- Parks and Recreation
- Public Works, Environmental Services
- Planning and Land Use

Check if applies	Tasks	Frequency (times per year)	Hours required per year
	Protect areas with high biological importance	<i>(add frequency)</i>	___ hours
	Hand-clear vegetation	<i>(add frequency)</i>	___ hours
	Mow vegetation	<i>(add frequency)</i>	___ hours
POST-FIRE TASKS			
	Control post-fire erosion	<i>(add frequency)</i>	___ hours
	Remove post-fire sediment	<i>(add frequency)</i>	___ hours
	Reseed after fire	<i>(add frequency)</i>	___ hours
	Replant after fire	<i>(add frequency)</i>	___ hours
	<i>(Continue until all tasks are summarized)</i>		
	TOTAL		

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The following County departments contribute species observation information to SanBIOS:

- Ag. Weights and Measures
- Environmental Health
- Parks and Recreation
- Public Works, Environmental Services
- Planning and Land Use

By adhering to common standards, organizations are more able to share data and determine the value of a dataset. In accordance with County of San Diego's GIS Policy #4, all species observations are to be collected using the SanBIOS standards and template.

SanBIOS Data Standard and Template Metadata

The SanBIOS database template contains a geodatabase consisting of two empty feature classes (one for point locations and one for polygon features) and associated look up tables to ensure data consistency. In the instance where a geodatabase cannot be utilized, shapefiles are provided and accepted as a substitute. The attributes featured in this dataset meet the basic requirements of each department, although more information may be collected and tracked outside of this database. The following information must be recorded for each observation:

SpID: This is a numeric field. The SpID, or the species code, can be found in the associated "Species" table. The table lists the species code as well as the Latin and common names. The final SanBIOS dataset will include the Latin and common names for querying purposes so it is critical to record the correct species code. For any species observed that is not included in the species table, a SpID of -99 should be assigned, with the Latin name of the species provided in the "Notes" field for County staff to update the final species table.

Observer: This is a text field. The observer field lists the individual name, the department name or the company name associated with the person recording the species observation. It is important to know who to contact if there is a question regarding an observation. The name of a department, an agency or consulting firm is the most important, as people and roles change with time. If there is no information to be recorded, or if the value is unknown, a value of "No Data" is required to be entered.

SourceID: This is a numeric field. The SourceID, or the source code, can be found in the associated "Source" table. It refers to the source of the observation, such as a historical document or a field observation. If there is no information to be recorded, or if the value is unknown, a value of "-99" is required to be entered.

VoucherID: This is a numeric field. The VoucherID, or voucher identification number, is the voucher number assigned by an institution confirming the identification of an individual specimen. If there is no information to be recorded, or if the value is unknown, a value of "-99" is required to be entered.

SiteName: This is a text field. This field is used to indicate the name of an area where the survey is conducted. This can include park names, preserve names, or a name of a general area. Due to the nature of this field, variations of a single name can often be found. For example, "Palomar Mountain", "Palomar Mtn", and "Mt Palomar" can all be listed to represent the same area. Acronyms and abbreviations are discouraged in order to provide useful information. If there is no information to be recorded, a value of "No Data" is required to be entered.

SiteNotes: This is a text field. While site names are recorded, sometimes there are more detailed site descriptions that may need to be recorded. A measured distance, an address, or a more specific description of where within the site the species occurred are all good examples of information collected in this field. If there is no information to be recorded, a value of "No Data" is required to be entered.

LifeID: This is a numeric field. The LifeID, or life form code, differentiates the observations into plant or animal categories. The codes can be found in the associated "LifeForm" table. If there is no information to be recorded, or if the value is unknown, a value of "-99" is required to be entered.

DeptID: This is a numeric field. The DeptID, or department code, lists the departments that are responsible for surveys or observations or are contracting a survey. If there is no information to be recorded, a value of "-99" is required to be entered.

ObsDate: This is a date field. In this field, the date of the observation is recorded. Due to seasonal variation in species occurrence and range, as well as the importance (in animal species) of discerning breeding individuals from non-breeding, it is important to have a precise understanding when an observation was made. The date must be expressed as a two digit month, day, and four digit year. Example: mm/dd/yyyy. If the specific day of the month is missing or not recorded, the month and year will suffice, but records with anything less than a month and year will be excluded from the database.

CountofID: This is a numeric field. The CountofID, or count of individuals, indicates the number of individuals present or occurring at the time of the observation. For example, while observing *Bufo californicus*, a CountofID of 2 would indicate that two species were observed in one location. Some observations have a large quantity of individuals or an extent and should be captured as a polygon instead of a point location. In cases where the number is known as a range, the minimum number of individuals will be used to populate the field. This field requires a value of 1 or greater.

OriginID: This is a numeric field. The OriginID, or the origin code, can be found in the associated "Origin" table. It refers to the origin of the spatial data, such as a GPS unit or digitized points from a field map. If there is no information to be recorded, or if the value is unknown, a value of "-99" is required to be entered.

PCode: This is a numeric field. The PCode, or precision code, can be found in the associate "Precision" table. The value can represent either an accuracy associated with an individual point location, the extent of specific polygons representing an individual's range or habitat, or the extent of groups of individuals or trapping grids. If there is no information to be recorded, or if the value is unknown, a value of "-99" is required to be entered.

ProtocolNa: This is a text field. Values consist of names referring to specific protocols followed during a survey. For more information, see the CDFG website http://www.dfg.ca.gov/wildlife/species/survey_monitor.html. If there is no information to be recorded, or if the value is unknown, a value of "No Data" is required to be entered.

ProtocolDe: This is a text field. Values consist of brief descriptions of protocol followed or titles of published references for the specific protocol named. If there is no information to be recorded, or if the value is unknown, a value of "No Data" is required to be entered.

DBEditDate: This is a date field. This is the recorded date when the spatial data is created or modified.

SiteQualID: This is a numeric field. The SiteQualID, or site quality code can be found in the associated "Quality" table. Descriptions in this table provide the observer with a subjective ranking of population viability at the observation site and specific to the species observed. The ranking levels are based on the health and viability (size and demographics) of the population, condition and quality of the general habitat that supports the species, past and existing disturbance, and the potential for possible threats. If there is no information to be recorded, or if the value is unknown, a value of "99" is required to be entered.

SrcDocName: This is a text field. If an observation is linked to a report, or comes from a historic document, the title or reference is documented here. If there is no information to be recorded, a value of "No Data" is required to be entered.

DBSteward: This is a text field. The database steward is the name of the individual who is assembling and editing the spatial data.

Point_X and Point_Y: These are numeric fields. Due to the nature of place names, and the fact that they vary, the only way to truly name an observation's location is to record the X,Y location of the feature. This does not have to be recorded in the field, however. It can simply be added by running "Add X,Y Coordinates" tool in ArcGIS. If this is not an available option, the field can be left empty and will be populated before being entered into the final SanBIOS database by the department steward. For the polygon feature class, the coordinate of the polygon centroid is preferred. The coordinate system for the geodatabase and all datasets is State Plane California Zone 6, Nad83.

Notes: This is a text field. This field contains any ancillary information not captured in any other field that is pertinent to the observation. If there is no information to be recorded, or if the value is unknown, a value of "No Data" is required to be entered.

Contact Information

As this dataset is available to the public, it is expected that inconsistencies or errors in the data will be found. Questions or concerns regarding the SanBIOS dataset or the County's standard and templates, as well as information regarding specific errors in the database can be directed to one of the following:

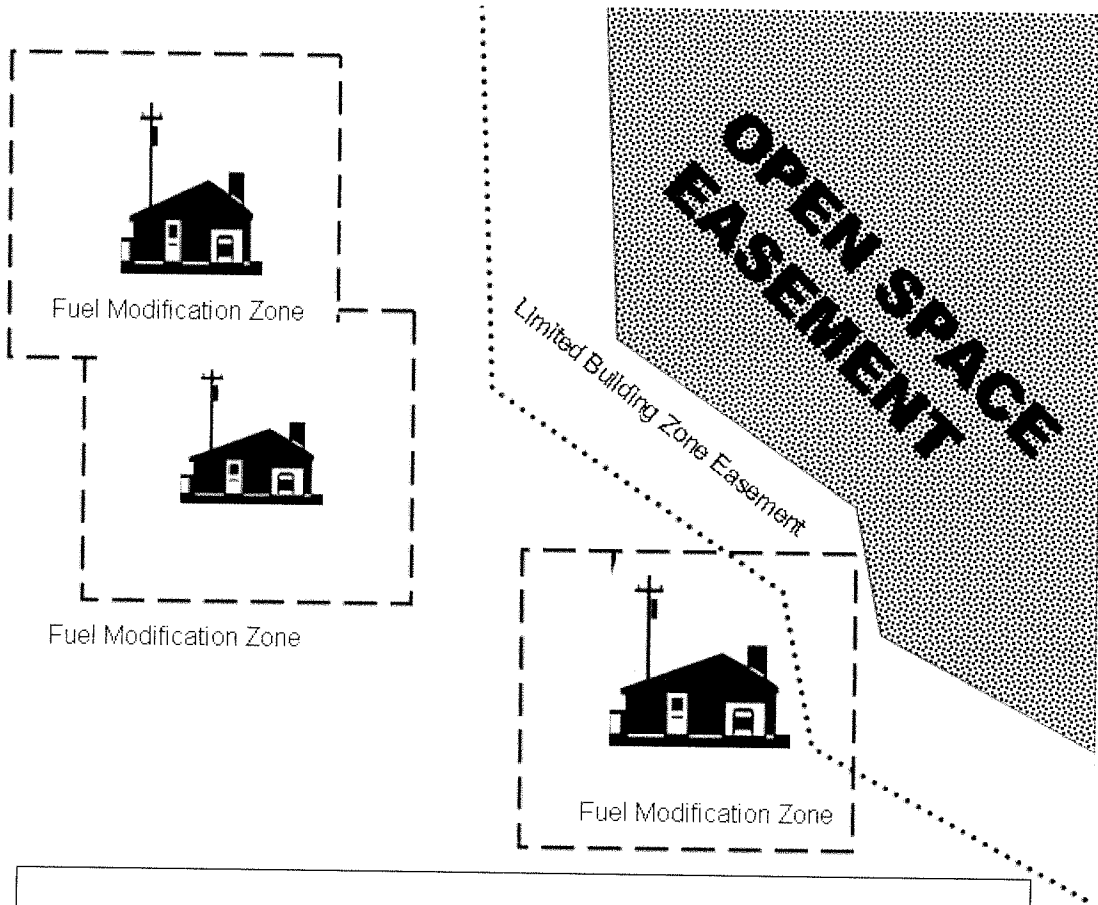
Emily Kochert, GIS Analyst
County of San Diego, Dept of Parks and Recreation
Emily.Kochert@sdcounty.ca.gov

Jason Batchelor, GIS Coordinator
County of San Diego, Dept of Planning and Land Use
Jason.Batchelor@sdcounty.ca.gov

Ross Martin, GIS Manager
County of San Diego, Land Use and Environment Group
Ross.Martin@sdcounty.ca.gov

[Attachment G]

Limited Building Zone Easements



The Difference Between Fuel Modification Zone and Limited Building Zone Easement

----- Fuel Modification Zone
(also known as Fire Clearing Area)
Protects Structure

..... Limited Building Zone Easement
Protects Open Space

These Zones may or may not overlap

[Attachment H]**Staff Biological Review Checklist**

This checklist will be used by County staff to ensure that submitted Biological Reports address all requirements of the Report Format and Content Requirements.

	XIS1	XIS2	XIS3	Project Name and Numbers:
Document Submitted				Biological Resource Map
				Biological Resource Letter Report
				Full Biological Resource Report
Biological Resource Map				Was an appropriate scale used?
				Does map include the latest project plot plan?
				Signed by an approved County consultant?
				All locations of sensitive species and habitats shown or appropriately noted?
				Include proposed Open Space Easements and Limited Building Zone Easements?
				Show all off-site project impacts?
Report Preparer				Show resources within 100 feet of project boundary?
				Prepared by a County Approved Consultant?
Project Description				Signed by a County Approved Consultant?
				Does project description include all off-site project impacts, (fire fuel modification/vegetation management, access roads, utility lines, construction staging, drainage structures, etc.)?
Survey Methods				Does report discuss all on-site project impacts, including location of leach fields, fire fuel modification/vegetation management areas and specifications, graded areas, access, noise producers (pump stations), stormwater BMPs, landscaping, and lighting, as applicable?
				Was survey time and season appropriate?
Habitats				Do all habitats on site have a site-specific description and acreage?
				Do the acreages add up to the total project site size?
Sensitive Species				Check scoping letter: were all requested focused surveys done?
				If Protocol surveys done, does report include permit number of surveyor?
				Check sensitive species list provided with the scoping letter: Does the report address all sensitive species?
				Check report's species list and focused surveys for additional sensitive species that should be discussed.
				Does the report adequately discuss potential raptor foraging and nesting?
			Does the report adequately discuss large mammal use of the site?	

	XIS1	XIS2	XIS3	PROJECT NAME AND NUMBERS
Sensitive Species (continued)				Does the report adequately discuss local and/or regional wildlife corridors and/or linkages?
				Does the report adequately discuss native wildlife nursery sites?
				For Final Reports, does report include a copy of NDDB form?
Wetlands				Are there RPO wetlands on site? Federal or state wetlands/waters?
				Are appropriate wetland buffer(s) proposed for all RPO wetlands? Is appropriate mitigation proposed for federal and/or state wetlands/waters?
				Are all wetlands and wetland buffers included in Open Space Easements?
Open Space				Does the project propose Open Space? Is the design appropriate for protection of specific resources? Are biological buffers included where necessary?
				Are all Open Space Easements surrounded by a Limited Building Zone Easement (check Fire Service letter and Fire Protection Plan)?
				Do you suspect that fire modeling is required to identify a larger Limited Building Zone Easement?
MSCP				If the project is within an approved MSCP subarea plan, does the report discuss project conformance with the MSCP? Does it include enough information to prepare Conformance Findings?
Impact Analysis				Does the report adequately discuss direct project impacts?
				Does the report adequately discuss indirect Project Impacts?
				Does the report adequately discuss cumulative Project Impacts?
Proposed Mitigation				Are Mitigation Ratios correct?
				Is On-Site Preservation Proposed?
				Is Off-Site Mitigation Proposed?
				Are proposed mitigation measures adequate? Are other measures necessary? (breeding season avoidance, biological monitoring, fencing, signage, BMPs, etc.)
CEQA Conclusion				Has project mitigated all biological impacts to less than significant?
				Does the project have significant unmitigated biological impacts?

Staff Completing Checklist: _____

Date: _____

COUNTY OF SAN DIEGO

REPORT FORMAT AND CONTENT REQUIREMENTS

CULTURAL RESOURCES:

ARCHAEOLOGICAL AND HISTORIC RESOURCES



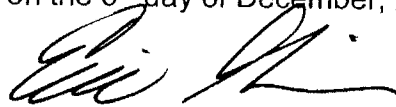
LAND USE AND ENVIRONMENT GROUP

Department of Planning and Land Use
Department of Public Works

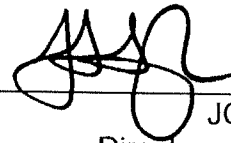
First Revision
December 5, 2007

APPROVAL

I hereby certify that these **Guidelines for Determining Significance and Report Format and Content Requirements for Cultural Resources: Archaeological and Historic Resources** are a part of the County of San Diego, Land Use and Environment Group's Guidelines for Determining Significance and Technical Report Format and Content Requirements and were considered by the Director of Planning and Land Use, in coordination with the Director of Public Works on the 5th day of December, 2007.



ERIC GIBSON
Interim Director of Planning and Land Use




JOHN SNYDER
Director of Public Works

I hereby certify that these **Guidelines for Determining Significance and Report Format and Content Requirements for Cultural Resources: Archaeological and Historic Resources** are a part of the County of San Diego, Land Use and Environment Group's Guidelines for Determining Significance and Technical Report Format and Content Requirements and have hereby been approved by the Deputy Chief Administrative Officer (DCAO) of the Land Use and Environment Group on the 5th day of December, 2007. The Director of Planning and Land Use is authorized to approve revisions to these Guidelines for Determining Significance and Report Format and Content Requirements for Cultural Resources: Archaeological and Historic Resources, except any revisions to the Guidelines for Determining Significance presented in Section 4.2 must be approved by the Deputy CAO.

Approved, December 5, 2007

Text
First Revision
December 5, 2007

Approved
September 26, 2006



CHANDRA WALLAR
Deputy CAO

PURPOSE

These Cultural Resources Report Format and Content Requirements provide guidance on conducting cultural resource surveys and preparing reports for discretionary projects being processed by the Land Use and Environment Group. These guidelines are designed to:

1. Ensure the quality, accuracy and completeness of cultural resource surveys and reports.
2. Aid in staff's efficient and consistent review of maps and documents from different consultants.
3. Provide adequate information to make appropriate planning decisions and to make determinations regarding conformance with applicable regulations.
4. Increase the efficiency of the environmental review process and avoid unnecessary time delays.

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1.0 INTRODUCTION

This document guides consultants in the environmental review of cultural resources located within the jurisdiction of the County of San Diego and in the preparation of technical studies. These requirements apply to both archaeological and historic resources. They were based on the Archaeological Resource Management Report (ARMR) format and content guidelines developed by the California Office of Historic Preservation (1990) and the Historical Resources Guidelines developed by the City of San Diego (2001). The intent of these guidelines is to ensure consistency in the management of cultural resources including identification, evaluation, and preservation and/or mitigation.

2.0 DEVELOPMENT REVIEW

The following sections provide guidance on the development review of projects when cultural resources are present or have a high probability to be present. For purposes of this document, historic resources are defined as the "built environment" and are non-archaeological in nature. Archaeological resources are defined as the surface and subsurface remains of sites no longer in use or maintained in which evidence of past activity is preserved (Native American and European).

2.1 Consultants

Consultants (Principal Investigator) must be approved to work on development projects within the jurisdiction of the County. Any report submitted where the Principal Investigator is not an approved consultant will not be reviewed and will be rejected as incomplete. See County CEQA Guidelines for CEQA Consultant List Placement.

2.2 Native American Participation

Native American involvement in development projects is required and consists of consultation and monitoring.

2.2.1 Consultation

Consultation is required pursuant to Section 65352.3 of the Government Code (Senate Bill 18 [2004]). This is a government to government consultation and the County is responsible for conducting the consultation. This regulation requires that consultation take place for any project that involves a General Plan Amendment, Specific Plan, or Specific Plan Amendment. Consultation may include but is not limited to written correspondence (letters, e-mails) and formal meetings. Additionally, the County consults with Native American groups outside of the requirements of SB-18. Specifically, the County conducts consultations for projects that have a positive finding for the presence of cultural resources, but are not associated with a General Plan Amendment, Specific Plan, or Specific Plan Amendment. Consultants are to be provided with a copy of the correspondence and any agreements made between local

Native American groups, the applicant, and the County for inclusion in cultural resource studies.

2.2.2 Monitoring

A Native American monitor (monitor) is required for surface and subsurface investigations (survey, significance testing, and data recovery). Additionally, a monitor is required to be present for any grading monitoring for the potential presence of cultural resources. A local Tribe may request in writing that the Native American monitor be a representative of their tribe if a project is located within the general vicinity of their ancestral lands. The monitor shall be consulted during the investigations. Native American groups shall be given a minimum notice of two weeks that a monitor is required. If a monitor is not available, work may continue without the monitor. The Principal Investigator shall include in the report any concerns or comments that the monitor has regarding the project and shall include as an appendix any written correspondence or reports prepared by the monitor.

2.3 Development Review Process

The development review process consists of identifying cultural resources within the boundaries of the project, including any off-site improvements associated with the project. This section provides guidance as to the County's expectations regarding project design and how a typical cultural resource investigation is to be conducted.

2.3.1 Project Design

CEQA (§21083.2b) requires that reasonable efforts be made to preserve important cultural resources in place; therefore project design is essential to achieving this goal. The design of a project should incorporate cultural resources into open space whenever possible. If the project proponent, consultant, and County Staff agree to waive significance testing on cultural sites, those resources will be treated as significant (both CEQA and RPO) and must be preserved through project design.

2.3.2 Surveys

County staff will make a determination based on available information (maps, aerial photos, cultural reports, site visits, and CHRIS data) at project scoping as to whether a development project requires a survey. If a site specific survey is required, it shall be conducted in such a manner as to determine the absence or presence of cultural resources. Tribes identified by the Native American Heritage Commission (NAHC) as having a potential interest in a project area will be notified of all surveys to be conducted and survey results will be provided to tribes that request them. Based on project design and the results of the survey, staff will determine whether significance testing is required.

No Prior Survey

Projects that have not been previously surveyed require a surface investigation (survey). For projects under 10 acres, staff will determine whether a County archaeologist or consultant will survey the project. The determination will be made based on staff availability. Projects over 10 acres are to be surveyed by a County approved consultant.

Prior Survey

Projects with a prior survey that is 5 years old or less may use the previous study. However, an addendum to the prior survey must be completed that includes the following: (1) updates all graphics to the current development project; (2) discusses any change in interpretation, impacts, or mitigation; and (3) identifies changes in circumstances or new information of substantial importance that cause one or more effects to cultural resources. In addition, the addendum should identify whether cultural material was collected as part of the previous survey, and if so identify the location of the collection. Projects will be conditioned with the requirement of curation for any collection associated with prior studies that have not been curated.

Negative Survey

Negative surveys do not require a full cultural resources report. Instead a letter report is acceptable. Attachment C provides an example of an acceptable negative letter report. Negative reports must be submitted to the South Coastal Information Center.

Positive Survey

Investigations that are positive must prepare a "full" cultural resources survey report. The survey report must address CEQA and RPO significance criteria and define the boundaries of sites. If resources extend off-site, they must be mapped and discussed. Direct and indirect impacts that result from the implementation of the proposed project must be identified and evaluated. See chapter 3.0 for format and general guidance for the preparation of cultural technical studies.

2.3.3 Resource Evaluation

Resource evaluation is required when new resources are identified as a result of a survey. In addition, any previously recorded resources that have not been previously assessed that are relocated during a survey must be evaluated. Assessments are not required for resources that have been evaluated for CEQA or RPO significance in the past five years and there has been no change in the conditions which contributed to the determination of resource importance. Resource evaluation is also not required when significance is assumed in the absence of testing and the resources are placed in open space. However, resources that are placed in open space are to be indexed to identify what is being preserved and how best to manage the resource. In addition, site boundaries for these resources must be defined to determine whether they extend beyond the area designated for open space. Resources should be re-evaluated if their condition or setting has improved or deteriorated, if new information is available, or if the resource is becoming increasingly rare due to the loss of other similar resources.

Resource evaluation includes determining resource importance, assessing project impacts, identifying appropriate mitigation measures, and the significance of impacts after implementation of mitigation. The following sections outline and provide guidance for these topics.

Resource Importance

Resource importance is evaluated through the use of field surveys, subsurface testing, lab analysis, or any other tools used by the archaeologist/historian. A determination of "Important" or "Not Important" must be made for each resource assessed. Evidence must be provided to substantiate (a) the cultural or scientific significance, (b) the boundaries of the resource(s), and (c) the traditional importance to Native American communities which shall include consultation with Native American monitors. The County discourages the use of "Potentially Important". The use of this term places a resource into a gray area that may result in the loss of resource protection. Subchapter 3.2.2 of the Guidelines for Determining Significance provides the criteria for evaluating resource importance.

Resources Determined "Important"

Cultural resources determined "Important" shall be discussed in the technical study. The severity of project impacts must be described and mitigation measures must be proposed that reduce project impacts to a level below significant. Cultural resources that yield information or have the potential to yield information are considered "Important" resources. Data and information collected from sites that yield information must be archived and curated.

Resources Determined "Not Important"

Resources determined "Not Important" must be discussed in the technical study. The County identifies artifact isolates as the only resource type that should be placed in this category. Resources in this category will require no work beyond documentation of the resources and inclusion in the survey and assessment report. This information is to be archived at a local repository.

Impact Assessment

The assessment of project impacts is required to determine appropriate mitigation measures and/or design considerations. Impacts are defined as those changes to the environment that will occur as the result of the implementation of a project. Impact assessment (Area of Potential Effect [APE]) varies different types of discretionary permits. As such, this assessment must take into consideration the type of permit being requested. Projects with multiple permits should use the most impactful permit for the analysis.

Impact assessment is based on the APE. In order to identify and define the severity of impacts, the APE must be established as discussed above. Once the APE is defined and the cultural resources are evaluated for importance, only then can impact assessment take place. Impact assessment must identify direct, indirect and cumulative impacts.

If a cultural resource is determined to be "Not Important", both the resource and the project impacts upon it must be discussed in the technical study but will not be considered further in the environmental review process.

Mitigation Strategies

Impacts to cultural resources are impossible to reverse; therefore it is important to select the appropriate mitigation that will provide the greatest amount of preservation and/or protection. Mitigation is used to reduce project impacts to a level below significant. The County requires that preservation of cultural resources be considered as the first choice of mitigation in lieu of other methods. Mitigation measures/design considerations are identified in Table 1 of the Guidelines for the Determination of Significance and a listing of typical condition language is included in Attachment E. Mitigation strategies proposed in the report should provide the general concept being proposed and should not be the actual condition verbatim. The following is a discussion of mitigation strategies that includes both project design and mitigation measures.

Project Design

Project design unlike mitigation measures builds protective measures into the development plan. The best examples of this are the inclusion of open space into a project design, special setback easements for lots adjacent to historic resources, and the identification of staging areas for construction equipment. Although these types of measures protect resources through design, these measures must still be included in the conditions for project approval.

Mitigation Measures

Mitigation must be proposed for any project that impacts important cultural resources. The determination of mitigation measures is based on resource significance (CEQA, RPO), and the type (direct, indirect, cumulative) and severity of the impact. The focus of mitigation is the preservation, data recovery, and curation of the information that these resources contain that would otherwise be destroyed or lost due to construction and development activities.

Mitigation may include measures when resources are not identified but whose presence is reasonably suspected. For example, grading monitoring may be required when resources are present or suspected to be present on a project site. Mitigation may also require measures to protect off-site resources even though the project does not propose development in that area. For example, a project proposes development adjacent to a known archaeological site (no development within the site boundaries). To mitigate for potential impacts to this resource, grading monitoring and temporary fencing would be made a condition of project approval.

Note: The County does not normally consider HABS/HAER documentation alone as adequate mitigation for the destruction of significant historic resources (structures). In the case of *Architectural Heritage Association v. County of Monterey*, 122 Cal.App.4th 1095 (2004), it was found that "archival documentation cannot normally reduce destruction of an historic resource to an insignificant level." Also in the case of *League*

Protection of Oakland, 52 Cal.App.4th 896 (1997), the Court of Appeal held that the historic resources of the building to be demolished “normally cannot be adequately replaced by reports and commemorative markers.” Therefore, documentation is not a feasible mitigation measure for the loss of these resources.

2.3.4 Report Preparation

Reports (Resource Evaluation, Grading Monitoring) shall be prepared by qualified professionals identified on the County's List of Approved Consultants. The report shall be prepared by the criteria set forth in this document and shall be tailored to the resource(s) under evaluation (e.g., archaeological, historic, traditional cultural property, rural landscape, district). The criteria set forth in Chapter 3.0 of this document shall be used by the County to review cultural studies.

2.3.5 Sacred Lands Check

Consultants are to conduct a record search with the Native American Heritage Commission (NAHC) for any project that they survey or test to determine the absence/presence of Sacred Lands. In addition, local Native American groups should be consulted. Sacred Lands have a high probability of placement in the Resource Protection Ordinance (RPO) Significance category. Note: Not all Sacred Lands are listed with the NAHC.

2.3.6 Human Remains

Human remains require special handling, and must be treated with appropriate dignity. Specific actions must take place pursuant to CEQA Guidelines §15064.5e, Public Resource Code (PRC) §5097.98, and §87.429 of the County of San Diego Grading, Clearing, and Watercourses Ordinance.

In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following procedures shall be followed:

1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:
 - a. A County Official is contacted.
 - b. The County Coroner is contacted to determine that no investigation of the cause of death is required, and
 - c. If the Coroner determines the remains are Native American:
 - i. The Coroner shall contact the Native American Heritage Commission (Commission) within 24 hours.
 - ii. The Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.
 - iii. The Most Likely Descendent (MLD) may make recommendations to the landowner or the person responsible for the excavation work, for the

treatment of human remains and any associated grave goods as provided in PRC §5097.98.

2. Under the following conditions, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods on the property in a location not subject to further disturbance:
 - a. The Commission is unable to identify a MLD or the MLD failed to make a recommendation within 24 hours after being notified by the commission.
 - b. The MLD identified fails to make a recommendation; or
 - c. The landowner or his authorized representative rejects the recommendation of the MLD, and the mediation by the Commission fails to provide measures acceptable to the land owner.
3. Any time human remains are encountered or suspected and soil conditions are appropriate for the technique, Ground Penetrating Radar (GPR) will be used as part of the survey methodology. In addition, the use of canine forensics will be considered when searching for human remains. The decision to use GPR or canine forensics will be made on a case-by-case basis through consultation between the County Archaeologist, the Project Archaeologist, and the Native American Monitor.
4. Because human remains require special consideration and handling, they must be defined in a broad sense. For the purposes of this document, human remains are defined as:
 - a. Cremations including the soil surrounding the deposit.
 - b. Interments including the soil surrounding the deposit.
 - c. Associated grave goods.

In consultation between the County Archaeologist, Project Archaeologist, and Native American Monitor, additional measures (e.g. wet-screening of soils adjacent to the deposit or on-site) may be required to determine the extent of the burial.

Note: Any time human remains are encountered, the site is considered RPO significant and the only appropriate mitigation is preservation.

3.0 SURVEY AND REPORT REQUIREMENTS

All cultural resources technical reports shall follow the formats and guidance in this document. The overall length of reports and the amount of information to include will vary depend on the size and scope of the project, regional setting, the cultural resources present, and the degree of impacts proposed.

Depending on the results of the survey (absence/presence of cultural resources), the County may require that one of the following be submitted:

- **Full Cultural Resources Report (Full Report)**
Required for projects where cultural resources are present on site. The full report shall include maps of the regional location of the project site, the location of cultural resources, and the location of cultural resources with an overlay of the proposed project. All maps that identify the location of cultural sites shall be placed in a "Confidential" appendix under separate cover.
- **Cultural Resources Letter Report (Letter Report)**
Required for projects where no resources are present on site. See Attachment C for an example.

All cultural resources reports will be reviewed for technical accuracy and completeness by a staff archaeologist. Reports are considered draft until staff determines the report to be complete. Each submittal and review of a draft cultural resources report is considered an "iteration". During each iteration, staff will either determine the report to be complete or respond with comments for necessary changes. Each report may have up to three iterations, after which the project may be denied due to inadequate environmental progress.

3.1 **Archaeological Technical Report**

The following subchapters provide an outline and the criteria for the required elements of a "full" technical report. The structure of the report is based on the ARMR format with modifications to fulfill County requirements. Depending on the types of resources and impacts identified, the format may vary and all elements may not be required. Any deviation from the standard format outlined below must be approved by staff.

3.1.1 **Outline**

An archaeological technical study should include the following elements:

ARCHAEOLOGICAL TECHNICAL REPORT OUTLINE	
	COVER PAGE
	NADB DATA
	TABLE OF CONTENTS
	LIST OF ACRONYMS
	EXECUTIVE SUMMARY (MANAGEMENT SUMMARY/ABSTRACT)
1.0	INTRODUCTION
1.1	<u>Project Description</u>
1.2	<u>Existing Conditions</u>
	1.2.1 Environmental Setting
	Natural

	Cultural
1.2.2	Record Search Results
	Previous Studies
	Previously Recorded Sites Adjacent to Study Area
1.3	<u>Applicable Regulations</u>
2.0	GUIDELINES FOR DETERMINING SIGNIFICANCE
3.0	RESEARCH DESIGN (optional)
4.0	ANALYSIS OF PROJECT EFFECTS
4.1	<u>Methods</u>
	4.1.1 Survey Methods
	4.1.2 Test Methods
	4.1.3 Laboratory and Cataloging Procedures
	4.1.4 Curation
	4.1.5 Native American Participation/Consultation
4.2	<u>Results</u>
5.0	INTERPRETATION OF RESOURCE IMPORTANCE AND IMPACT IDENTIFICATION
5.1	<u>Resource Importance</u>
5.2	<u>Impact Identification</u>
6.0	MANAGEMENT CONSIDERATIONS – MITIGATION MEASURES AND DESIGN CONSIDERATIONS
6.1	<u>Unmitigated Impacts</u>
	6.1.1 Mitigation Measures and Design Considerations
6.2	<u>Mitigated Impacts</u>
	6.2.1 Mitigation Measures and Design Considerations
6.3	<u>Effects Found Not to be Significant</u>
7.0	REFERENCES
8.0	LIST OF PREPARERS AND PERSONS AND ORGANIZATIONS CONTACTED
9.0	LIST OF MITIGATION MEASURES AND DESIGN CONSIDERATIONS
	APPENDICES
	CONFIDENTIAL APPENDICES

3.1.2 Content

The following subsections discuss the criteria for the required elements that are to be used when preparing an archaeological technical study. The elements described below are not exclusive and it is expected that the consultant will expand beyond these elements when necessary.

Note: The numbering identified below should be used when preparing technical studies. The titles are shown in italics only for purposes of this document and are not required to be formatted in italics for the technical study.

COVER PAGE

The cover refers to the front exterior of the report. No slogans or company logos should appear. The cover shall include only the following information:

- Report Type (e.g. Survey, Testing Program);
- Project common name;
- Permit number(s) (if applicable);
- DPLU environmental log number, (if applicable);
- County Department contact's name, address and phone number;
- Date (must be revised during each edition of the draft Technical Study);
- Cultural Resource Technical Report preparer's name, firm name and address;
- Signature of County-Approved consultant;
- Project proponent's name and firm name (if applicable);

Refer to Attachment A for an example of an acceptable, standard cover.

NADB DATA

NADB data is a mandatory section of cultural resource technical reports. This data is used by the South Coastal Information Center and the National Archaeological Data Base and is required for site description and report identification.

Refer to Attachment B for an example of acceptable NADB data.

TABLE OF CONTENTS (AND HEADINGS)

The Table of Contents is a mandatory section of every technical study. The Table of Contents must be formatted in the following manner:

- 1.0 **FIRST LEVEL HEADINGS – CHAPTERS SHALL BE SPECIFIED BY NUMBER AND SHALL BE PRESENTED IN BOLD AND IN ALL CAPS**
- 1.1 **Second Level Headings – Subchapters shall be specified by number and shall be presented in upper and lower case, bold, and underlined**

1.1.1 Third Level Headings – Subchapters shall be specified by number and shall be presented in upper and lower case, and bold.

Note: The table of contents should present chapters and subchapters up to three digits only (e.g. 4.3.6).

Additional subchapters should be distinguished by the hierarchy of font variations as shown below:

Fourth Level Headings shall have no numbering and shall be presented in upper and lower case, and bold.

Fifth Level Headings shall have no numbering and shall be presented in upper and lower case, and underlined.

Sixth Level Headings shall have no numbering and shall be presented in upper and lower case, and italicized.

The Table of Contents must also contain a list of figures, tables, and appendices. Figures and tables must be numbered sequentially. Appendices must be identified by letter (e.g. Appendix C – Sacred Lands Check).

LIST OF ACRONYMS

- The List of Acronyms should appear on the page directly following the Table of Contents and contain all acronyms used throughout the technical report, including technical, legal and industry related terms. The List must be alphabetical and clearly arranged.
- The first time an abbreviation or acronym is utilized, provide the full name and then indicate the form of abbreviation that will be used throughout the document to represent that name, e.g.: "The project complies with the California Environmental Quality Act (CEQA) and the County of San Diego Resource Protection Ordinance (RPO), because..." If an acronym is only used once or twice in a document, the acronym should be eliminated and it should be spelled out.

EXECUTIVE SUMMARY

The Executive Summary/Abstract should be as concise as possible, using clear simple language, not exceed 5 pages, and should provide an abstract of the scope and findings of the report. No new information should be provided in this section that is not further explained elsewhere in the document. This section should be written so that non-archaeological professionals and the public can understand it. The purpose of the Executive Summary/Abstract is to provide a quick reference for the public and decision-makers. **The Summary must be fully consistent with the text of the technical report.** Make sure that the Executive Summary/Abstract

accurately "summarizes" the issues discussed in the technical report text. For example, assure that the issues identified for discussion in Chapters 4.0, 5.0, and 6.0 and the conclusions as to significance stated there, match the issues and conclusions stated in the Executive Summary/Abstract. Failure to assure consistency may lead to the document being found inadequate by staff. The Executive Summary/Abstract must include the following information:

1. Describe the purpose and scope of the archaeological investigation. Specify the type of study that was conducted (e.g., literature search, inventory, evaluation, data recovery).
2. List the date(s) of the investigation.
3. Summarize the major findings of the investigation. For example, if the document reports an archaeological survey, list the number and types of resources identified during the survey.
4. If resources have been evaluated, summarize their significance as determined pursuant to the California Environmental Quality Act (CEQA), the County of San Diego Resource Protection Ordinance (RPO), or other regulations and standards as appropriate.
5. The status of human remains (absence or presence) should be stated.
6. Briefly indicate what types of features and artifacts were encountered.
7. Discuss how the proposed project affects resources.
8. Describe constraints on the investigation (e.g., time, finances, logistics, vegetation, weather, landowner permission, vicious or rabid dogs).
9. Offer a summary of recommendations (e.g., test excavation, National Register eligibility recommendations, treatment recommendations).
10. Describe the disposition of field notes, collections, and reports.

1.0 INTRODUCTION

The objectives of this chapter are to provide clarity for the reader. Specifically, background information as detailed below should be included to provide an understanding of the what, why, when, and where.

1.1 Project Description

This subchapter provides a detailed description of the proposed project. The project description is the land- or resource-disturbing activity for which a cultural resources study is required. The discussion must identify not only changes to the project site

as it currently exists, but also include any off-site improvements that will be a part of the project. The project description provides information needed to determine how archaeological resources may be affected. How much information is appropriate for a given report may depend on what was included in previous reports for the project, and on the scope and size of the project. It is clear that the project description is fluid and evolves over the permitting process cycle. The intent of this section is to make the description as accurate as possible. If major changes occur (e.g. new off-site impacts) staff will request an update to the study.

The precise location and boundaries of the project site must be described. Both regional and vicinity (preferably topographic) location maps must be included to show the project's location. The project description should be as detailed as possible and may include but is not limited to the following:

1. Size of project and area of proposed development.
2. Purpose and scale of proposed uses associated with the project, such as residential development or recreational camping.
3. Nature and extent of disturbance anticipated.
4. Project phasing.
5. Proposed structures (size, location, purpose etc.).
6. Location of easements (existing and proposed) such as those for biological open space and roads.
7. Proposed or potential uses within the open space (e.g. passive recreation such as hiking or horse trails).
8. Off-site improvements (e.g. roads, utilities, facilities).
9. U.S.G.S. Quadrangle map delineating the study boundaries.
10. General location map showing the location of the project.
11. Project plot plan/map (minimally 8.5"X11").

1.2 Existing Conditions

1.2.1 *Environmental Setting*

Natural

This section generally includes a discussion of the natural setting of and in the vicinity of the project. Describe any preserved lands (open space easements, Pre-Approved Mitigation Areas, Park Land) adjacent to or contiguous with the site. The description of the physical environment shall be based on the existing legal condition of the property, prior to any unauthorized activities (e.g.: grading, clearing) or actions taken in preparation for the project, such as septic testing or geotechnical investigations. The physical environment should include but is not limited to the following:

1. Identify the natural physiographic region and biotic communities.
2. Describe the current natural environment of the general area including landforms, hydrology, geology, soils, climate, vegetation, and animal life, as appropriate.

3. The location of culturally important resources such as outcrops of cryptocrystalline rock, reservoirs, townsites, etc., should be discussed, as appropriate.
4. Describe the natural environment as it is believed to have existed during the temporal periods of occupation under investigation, if such information is available.
5. Describe the current land use (e.g., agriculture, mining, recreation, residential).
6. Assess the current condition of the land within the project area (e.g., relatively unmodified, partially disturbed by construction or improvements).

Cultural

This section provides the context for the evaluation of cultural resources. This section should provide an overview of the prehistory and history (including built environment) of the study area. Settlement patterns, subsistence practices, geographic boundaries, and environment should be incorporated into the discussion of each period. The following is an example of how this section should be broken into the different temporal periods. This example is not the mandatory County-approved version of the regional background but shows formatting and organization.

1.2.1 *Environmental Setting*

Natural Setting

Cultural Setting

Prehistoric Period

San Dieguito (Early Period/Archaic)

La Jolla

Late Prehistoric

Ethnohistoric Period

Historic Period

Spanish

Mexican

American

No single classification is agreed upon for the different periods of prehistory and history. Various researchers have used different terms for these distinct periods. The cultural background of San Diego County continues to evolve as new information is accumulated as a result of current research efforts. The above outline is provided as a guideline and it is recommended that each archaeologist provide their interpretation of the prehistory and history of the County of San Diego. The Native American perspective should be included in this discussion.

1.2.2 Record Search Results

Previous Studies

Previous Recorded Sites Adjacent to Study Area

Identification of previous investigations is the focus of this subchapter. Previous work conducted on the project site and within a one-mile radius of the project boundaries should be discussed. In areas of very high site densities, the one-mile radius may be reduced with the approval of staff. The repository(ies) where the documents are held must be identified. The type of study (e.g. survey, Phase I evaluation) must be described for each investigation (tabular form). Resources identified should be discussed and include information about site type, location of and topographical setting of sites to the project site, diagnostic artifacts if present, and provide a regional perspective. The following information should be included:

1. Evidence of a record search for known cultural resources and previous reports conducted at an Information Center of the California Archaeological Inventory, Historical Societies, repositories other than information centers, as well as oral histories should be included. Either a copy of the record search report performed by Information staff or the results of a records search performed by a professional consultant should be provided in a confidential appendix. The County of San Diego has access to the California Historic Resources Inventory System (CHRIS) data from the South Coastal Information Center; therefore hard copies of DPR forms obtained for record searches are not required. DPR forms are only required for new sites identified in the field.
2. Aerial photos and historic maps should be reviewed to identify potentially historic structures and historic land uses.
3. Identify the location of cultural material that was collected as part of a previous study for any recorded sites within the project footprint.
4. A table identifying the site number, type, estimated size, and report reference shall be included. Below is an example of an acceptable table.

Site Number	Site Type	Site Dimensions	Report Reference
CA-SDI-6789	Village	90x10m ²	Clovis 1903
CA-SDI-12,345	Lithic Scatter	240x5m ²	Jones 1986
P-37-0250123	Trash Deposit	5x5m ²	Kroft 2001

5. A map of the location of the cultural resources shall be included in a Confidential Appendix.
6. Results of interviews.

Note: The text should not disclose site location. The site description should be written so that the reader of the non-confidential report cannot find the site.

1.3 Applicable Regulations

This section should identify the regulations that are applicable to a project. Typical regulations that apply to County projects include CEQA, RPO, and the County of San Diego Local Register of Historical Resources. Each regulation should be discussed and the criteria for defining significance and impacts identified. CEQA applies to all discretionary actions and RPO applies to a select group of permit types that include the following:

- Tentative Parcel Maps
- Tentative Maps
- Revised Tentative Parcel Maps and Tentative Maps
- Expired Tentative Parcel Maps and Tentative Maps
- Rezones
- Major Use Permits
- Major Use Permit Modifications
- Site Plans (excluding those Statutorily or Categorically Exempt from review under CEQA and those required by a Sensitive Resource Area Designator)
- Administrative Permits (excluding those Statutorily or Categorically Exempt from review under CEQA and those for clearing)
- Vacations of Open Space Easements

Attachment D provides an example of a typical Applicable Regulations section.

2.0 *GUIDELINES FOR DETERMINING SIGNIFICANCE*

Guidelines for Determining Significance that have been approved by the County are to be used in the analysis and the Guidelines used should be listed in this section. See Section 4.2 of the Guidelines for Determining Significance.

3.0 *RESEARCH DESIGN (optional)*

The focus of archaeological studies for discretionary projects is to determine resource importance and the significance of project impacts pursuant to Federal, State, and Local regulations. Research designs typically go beyond what is required by the County, and therefore is an optional element in most archaeological studies. A research design provides the theoretical basis for an archaeological study. The requirement of a research design will be made on a case-by-case basis and is determined by project complexity, the density of sites, and project impacts which may require a data recovery program.

A Research Design is required for any project that proposes Data Recovery as mitigation (See Section 6.0 – Management Considerations).

Research designs vary in nature and level of detail depending on the project components and investigation type. Research designs are explicit statements of the theoretical and methodological approaches to be followed in an archaeological study. In some cases, research designs have been developed for specific geographic regions, types of investigations, or types of resources. At a minimum, such research designs should be included into cultural studies by reference. However, project-specific research design sections may be necessary (e.g., evaluative and data recovery excavations) and should be included if appropriate.

Research designs link theory, known information, research goals, and methods. The use of previously formulated research designs is acceptable if these designs are current and relate directly to the area and type of study under consideration. Predictive models are elements of a research design applicable to archaeological surveys. Predictive models are structured predictions concerning types and locations of archaeological phenomena anticipated in an area. Predictive models may be used to establish an existing condition baseline; however they do not replace the requirement for surveys.

When a research design is required, the following should be included:

1. Discuss the theoretical basis of the proposed research. Cite or discuss the research paradigms under which the investigators are operating.
2. Summarize previous research. A summary of important research questions pertinent to the study area or to the identified resources should be presented, with particular emphasis on the identification of relevant data gaps. Statements appealing to generally recognized goals of archaeology or anthropology by themselves usually lack the detail necessary for an adequate research design.
3. Present testable hypotheses or state the goals of the research. Any useful theoretical approach should be capable of generating testable hypotheses. A research design should present important research questions recognized for the region and relevant to the study, based on previous research.
4. Identify the test implications of the hypotheses. Describe expected archaeological resource types, archaeological patterns, and data categories anticipated, as they relate to test implications. Discuss operational definitions for archaeological resource types (and rationales for their use), if different from OHP definitions of archaeological sites, historic resources, and isolated artifacts or resources.

4.0 ANALYSIS OF PROJECT EFFECTS

4.1 Methods

- 4.1.1 Survey Methods**
- 4.1.2 Test Methods**
- 4.1.3 Laboratory and Cataloging Procedures**
- 4.1.4 Curation**
- 4.1.5 Native American Participation**

(Include all subchapters that apply).

Methods of investigation must always be included in a Cultural Resources Technical Report. Methods should include all the tools (e.g. survey, indexing, testing, lab analysis, etc.) used by the project archaeologist/historian to identify archaeological resources, evaluate their significance, and to determine the appropriate mitigation for project impacts. The discussion of methodology can be organized for each site, or for similar sites. A brief discussion of the survey results can be included to clarify the methods used. The following outline provides the components that should be incorporated into this subchapter if appropriate.

1. Describe how personnel conducting the work were organized and list the active participants and their duties. Identify the persons participating in the study such as Native American observers, monitors, and consultants, interested parties with special knowledge or expertise, and technical specialists.
2. Describe the data gathering methods employed (e.g., remote sensing data; surface survey; surface chemical analysis; sub-surface methods such as probing road and stream cuts or analyzing core probes, archival research). The methods description should provide details such as deployment of survey personnel, site recordation techniques, chemical analyses, indexing, sub-surface test locations and methods, and remote sensing techniques. Data gathering methods include:
 - a. Describe specific research and sampling strategies employed, the rationale for their use, a description of how they were implemented, and how many person-hours/days were expended, if such information is available. If methods follow agency or professional standards, define or at least cite the source for definition of the method (e.g. intensive, general, intuitive, cursory surveys).
 - b. Using U.S.G.S. quadrangles, show area(s) subject to investigation in relation to the Area of Potential Effects (APE) and project boundaries. For survey reports, depict areas surveyed, not surveyed, or surveyed using various strategies. Larger scale maps may also be appropriate to convey information regarding the nature of the investigation. Such maps can be included in an appendix.

- c. Provide a descriptive summary of the areas examined, noting areas that were not inspected in relationship to the sampling strategies employed, and why. Note the percentage of ground visibility for the areas inspected.
 - d. Describe site recording procedures as appropriate.
 - e. Describe the method of indexing. Number each index on a map of the site sufficiently detailed to depict the relationship between natural and archaeological features within the project site. Indexing should include surface collection and limited excavation to establish the horizontal and vertical boundaries of the resource.
 - f. Describe the types and methods of excavation. Number each excavation location on a map of the site sufficiently detailed to depict the relationship between natural and archaeological features within the site. Include an explanation of the rationale for the placement of units.
 - g. Whenever human remains or archaeological features such as hearths or house pits are present or suspected, a ground penetrating radar survey may need to be conducted. The decision will be made through consultation between the County Archaeologist, the Project Archaeologist, and the Native American Monitor.
 - h. Describe cultural materials collected (if any), including methods of documentation and removal.
 - i. Describe measures undertaken or needed to restore archaeologically disturbed site areas when archaeological field studies are completed.
3. Indicate where collected materials, photographs, and other documents are curated. Curatorial agreements and reburial agreements should be provided in an appendix in the final draft of the report. Reburial agreements (if available) shall be placed in a confidential appendix and shall be included only if the Native American monitor or Native American Groups are in agreement.

When photos or other documentation (e.g., remote sensing data) are not included in the report, name the repository where these data are stored. Provide appropriate reference numbers used to file and retrieve this data at the repository.

4. Discuss problems or constraints in conducting the research.

Note: All documentation containing Native American site locations are to be placed in the Confidential Appendix.

5. Identify what measures were taken to consult with the Native American Heritage Commission (NAHC) and/or local Native American groups, organizations, or individuals. This discussion should include consultation required pursuant to Section 65352.3 of the Government Code (Senate Bill 18 [2004]) including any activities conducted by County Staff. Staff will provide documentation to consultants.

4.2 Results

This section presents the information collected during the study. A thorough description of collected data is essential for the construction of meaningful and well-supported interpretations. When interpretations of data are mixed with or substituted for basic data presentations, the reader is left with no basis for independently assessing conclusions and inferences. It is therefore critical to explicitly separate data presentation from interpretation of those results whenever possible.

Note: The text should not disclose site location. The site description should be written so that the reader of the non-confidential report cannot find the site.

The following guidance should be followed when discussing results.

Cultural Resource Survey Report

1. If no archaeological resources were located, their absence should be explicitly noted and a letter report is acceptable. See Attachments A, B, and C for samples of information that should be included in the report.
2. If resources were previously reported or anticipated but were not located, discuss the possible environmental and cultural factors that may have hidden or destroyed the resources.
3. If cultural resources were identified:
 - a. Provide information regarding the cultural resources that were observed and recorded, including:
 - i. Prehistoric archaeological sites,
 - ii. Historic sites, and
 - iii. Isolated artifacts
 - b. Recent or contemporary resources (e.g., modern roads, power lines, structures) noted but not formally recorded might also be discussed and include on a map, although such information may not be appropriate or necessary, and is usually not confidential.

- c. If applicable, provide a synthesis of previous research as it relates to the project.
- d. The following maps should generally be included in a report on the results of inventory. **Maps depicting archaeological site locations should not be included in reports that will be publicly circulated and should be placed in a separate “confidential” appendix.**
 - i. If not already presented, area(s) subject to investigation in relation to the Area of Potential Effects (APE) and project boundaries on an appropriate U.S.G.S. quadrangle (7.5 or 15 minute series). For survey reports, depict areas surveyed, not surveyed, or surveyed using various strategies. Larger scale maps may also be appropriate to convey information regarding the nature of the investigation.
 - ii. U.S.G.S. quadrangle maps showing prehistoric resource locations recorded during survey.
 - iii. Archaeological resource sketch maps consistent in content and quality with the standards established in the California Archaeological Inventory Handbook for Completing an Archaeological Site Record distributed by the California OHP. If archaeological site records are provided in a detachable “confidential” appendix to the report, sketch maps should be included with the site records.
 - iv. Archaeological site contour maps depicting topographic and archaeological details, and surface and sub-surface study locations should be provided, if available, although such maps often are not prepared for survey reports.
- e. Describe all resources.
 - i. The description should at a minimum include site type, chronological placement, size, and if there is any disturbance (e.g. grading, pot hunting etc.).
 - ii. For each resource (historic, prehistoric, isolates), complete all appropriate DPR forms. The DPR forms must be placed in a confidential appendix or may be submitted electronically in pdf format. The submitted report must provide evidence that the DPR forms have been submitted to the South Coastal Information Center. Once site numbers (trinomial, primary, isolate) are assigned they must be incorporated into the study and replace any temporary numbers. The report will not be considered final without the primary numbers and trinomials from the SCIC.

- iii. Provide a master map (photocopy of appropriate USGS quadrangle) depicting the locations of all resources. It is not appropriate to include maps of prehistoric resource locations in the body of the report if the report is available to the general public. Prehistoric resource locations should appear only in confidential appendices.

Archaeological Excavation Reports

Excavation can occur during any phase of a cultural resource investigation. The description of excavation during these various phases should be scaled to the size of the excavation, the importance of information to the objectives of the study, and the abundance and quality of information resulting from the excavation. In terms of data presentation, no distinction is made here between excavation conducted for evaluative purposes and excavation performed as a data recovery or mitigation phase. Data and interpretation should be presented separately when possible. Summarize the results of lengthy, appended special studies.

1. Describe the physical context of the archaeological deposit, including:
 - a. Site topography and geomorphology (if not addressed in Physical Environment).
 - b. Soil type (midden/non-midden), structure, stratigraphy and relationship to surrounding soils. Summarize results of special studies such as particle size analysis and soil chemistry, and include a copy of special studies reports in an appendix.
 - i. Non-cultural soil constituents (floral, faunal). Include a summary of special studies and insert reports in an appendix;
 - ii. Anthropogenic soils and stratigraphic relationships.
 - c. Profiles of excavation units, trenches, or auger borings, as appropriate.
2. Describe archaeological features. Functional ascriptions/interpretations, such as hearth, oven, housepit, may be unavoidable at this level of data presentation. It may be appropriate to discuss the relationship between feature and non-feature archaeological material distributions (e.g., the relationship between midden deposits and ovens or housepits).
 - a. Describe physical evidence including location dimensions, attributes, and associations.
 - b. Provide or reference illustrations and photographs of features.

- c. Either present in full or summarize the results of special studies related to features (e.g., radiocarbon, flotation, micro-constituent analysis, chemical analysis).
3. Enumerate and describe artifacts by material type and artifact class (e.g., flaked-stone). Avoid typological ascriptions that impose or imply function or chronological association in the initial description. For example, biface, uniface, or modified flake is preferable to knife, scraper, or used flake. Such interpretations can follow in separate subsections, as described below.
 - a. Discuss typological consideration of artifacts such as stone tools, beads, bone and groundstone tools, and historic materials.
 - b. Include illustrations/photographs of formal artifacts. These can be included in an appendix.
 - c. Present the results of analyses of artifact manufacture and use (e.g., flaked-stone manufacturing technology, use-wear studies, pottery analysis, basketry identification). Extensive and detailed analyses may be included in appendices. A summary of the results of these studies should be presented in the body of the report. Such studies should define analytic methods and distinguishing traits of analytic categories. For example, if a flaked-stone analysis involved the identification of different types of flakes, then the attributes that define such flake types should be reported. References to previous analyses should not supplant basic descriptions of methods and analytic categories.
 - d. Present the results of analyses such as radiocarbon dating, obsidian source and hydration studies, thermoluminescence dating, geomagnetic studies, pollen analysis, blood protein analysis, and others.
4. Describe non-artifactual archaeological material that reflects past human activities (e.g., burned seeds, charred animal bone), and materials that provide information on past environments or exploited resources (e.g., pollen).
 - a. Include identification studies for floral and faunal remains, with interpretations regarding the kinds and amounts of resources used, consumed, etc.
 - b. Present the results of physical analyses such as pollen, microconstituent analysis (flotation, coprolite studies).
5. The County's Resource Protection Ordinance (RPO) requires avoidance of areas of impacts to human remains. However, accidental discoveries sometimes occur in the process of site testing or data recovery and during construction grading and excavation. In such cases, the procedures implemented or the information

of discovery shall be provided. Information shall include the context of discovery, examination, and disposition of human remains, if any and presence of associated burial artifacts. Given the often sensitive nature of human remains, examination and treatment of such remains will depend on the outcome of consultation with appropriate Native American representatives and the decision of land owners regarding the treatment of human remains. Therefore, whether and how human remains and associated grave goods are examined may vary greatly. Similarly, the nature and extent of reporting on the treatment of human remains may vary with the nature of Native American concerns. It may not be possible or appropriate to maintain rigid reporting standards. In general however, the following information is desirable from an archaeological and management standpoint.

- a. Describe the context of the discovery of human remains. For example, describe if a human burial discovered during excavation was expected, based on consultant information or archaeological indicators.
- b. Describe measures taken pursuant to state law, local ordinance, agreement, and/or agency policy regarding human remains.
- c. Describe efforts to consult with the Native American Heritage Commission, appropriate Native American representatives or living descendants, county coroner, landowner, etc.
- d. Describe outcome of discussions regarding the treatment of human remains.
- e. Describe actions taken with regard to the study of human remains (i.e., exposure, exhumation, analysis, reburial in-situ, reburial after exhumation).
 - i. Describe the location, physical position, orientation, and nature of the remains (e.g., primary inhumation, cremation). Include a description of grave associations and the physical/contextual relationships between human remains and associated artifacts. For example, describe if artifacts were overlying or underlying the human remains in a patterned arrangement, or were found within burial pit fill.
 - ii. Report the results of analyses, including specialists' reports in a confidential appendix. Cataloging human remains should not be mixed with the balance of artifacts recovered from a site. Descriptive information should be placed in a confidential catalog.

- iii. Include photographs and illustrations in a confidential appendix. Photos of burials should be included only if the MLD is in agreement.
 - iv. Record/report the reburial location on a New Deposit/Redeposit Record (DPR 4221). Such information should be included in a confidential appendix and treated in a manner sensitive to the desires of the MLD of the human remains.
6. Describe the spatial distribution and patterning of cultural material by class (e.g., flaked-stone, bone). Present data on the intrasite distribution of cultural materials (i.e., vertical and horizontal stratigraphy, assisted by data tables).

5.0 INTERPRETATION OF RESOURCE IMPORTANCE AND IMPACT IDENTIFICATION

5.1 Resource Importance

The descriptive data presented in subchapter 4.2 above should be discussed and interpreted with explicit reference to the research design or study objectives defined in the report. In addition, unanticipated data recovered during the study may warrant discussion of additional research topics not included in the research design.

1. Discuss results of the investigation as they relate to the guidelines for determining significance and specific topics and questions presented in the research design. It is preferable to organize the discussion according to the structure of the guidelines for determining significance, and research questions, hypotheses, and test implications presented in the research design.
2. Discuss the results of the study in terms of the general research objectives of the study (e.g., settlement patterns, subsistence, and change through time). This discussion should place the investigation in a regional context, noting its role or contribution to an understanding of local, regional, state, or national history or prehistory.

Note: Any time human remains are encountered, the site is considered RPO significant and the only appropriate mitigation is preservation.

Note: If a resource has not been evaluated for significance and a decision is made to place it in open space in lieu of significance testing, significance is assumed.

5.2 Impact Identification

Relying on the existing conditions and guideline(s) for the determination of significance, this discussion must detail each of the significant effects associated with the project for the resource being evaluated. Each guideline should be analyzed separately and a determination as to impact significance (significance and not avoidable, significant and mitigable to below a level of significance, not significant) must be made. The technical study should identify how effects would occur and how severe they would be. Impacts must be identified as direct, indirect or cumulative. The following guidance should be followed when preparing the analysis of project effects.

1. Identify impacts and mitigation measures for the *whole project*, including any remainder parcel which is not proposed to be developed currently or off-site improvements.
2. Be sensitive to the *age* of technical studies which are the basis for the analyses. Cultural studies older than eight years may be unreliable.
3. Resources placed in open space must be assessed for indirect impacts.

6.0 **MANAGEMENT CONSIDERATIONS – MITIGATION MEASURES AND DESIGN CONSIDERATIONS**

6.1 Unavoidable Impacts

6.1.1 *Mitigation Measures and Design Considerations*

6.2 Mitigable Impacts

6.2.1 *Mitigation Measures and Design Considerations*

6.3 No Significant Adverse Effects

This chapter must discuss the feasible mitigation scenarios that could avoid, minimize, rectify, and/or reduce each of the significant environmental effects. There must be a clear connection between the proposed mitigation measure and the identified significant effect. In addition, resources that were determined not to have a significant adverse effect must be discussed. Resources should be categorized as having impacts that are unavoidable, mitigable, or that have no adverse effects.

If mitigation is proposed, it should be identified and discussed. If a project is phased, the mitigation must be detailed and identify which phase of the project mitigation will be implemented.

Design considerations that were relied upon in determination of significance of impacts, while not considered mitigation, must be listed in the mitigation measures to ensure that they are included in the conditions of approval for the project (e.g. open space).

After the application of mitigation measures, state clearly whether the impact

remains significant or is mitigated to a level below significance. In addition, identify whether the implementation of a mitigation measure will cause impacts to a resource.

Rather than providing the *exact wording* of proposed project approval conditions which will be used to implement mitigation measures, describe the *specific concept* of the proposed mitigation and specify how it must *function* to be effective. County staff will draft the exact wording to implement the requirement at later stages in project processing. For example, do not set forth the entire terms of a required open space easement, but rather state that an open space easement will be required over ... [state the area]...which will prohibit...[specify prohibited uses and activities]...but may permit ...[state any exceptions]. Attachment E provides language used by staff to condition projects for the preservation and protection of cultural resources.

A Research Design and Data Recovery program must be included in the study for any project that proposes data recovery as mitigation.

7.0 REFERENCES

This list must provide adequate references to documents cited in the technical study. References that were relied upon and which have a limited circulation must include a location where the public can readily access and review the document.

8.0 LIST OF PREPARERS AND PERSONS AND ORGANIZATIONS CONTACTED

This list must clearly identify: 1) All persons contributing to the technical report and 2) all Federal, State, or local agencies, organizations, and individuals who were consulted during its preparation. The list must indicate the name, affiliation, and a very brief explanation of each individual's role in the preparation of the technical report.

9.0 LIST OF MITIGATION MEASURES AND DESIGN CONSIDERATIONS

This should be formatted as a table and must include: 1) a comprehensive listing of all mitigation measures proposed; and 2) a listing of all design considerations that were relied upon to make the determination that an effect is reduced to less than significant (e.g., applicant proposed open space areas).

APPENDICES

Appendices must be identified by letter and may include but are not limited to the following:

- Specialized Studies and Analyses
- Artifact Catalog

- Native American Consultation (may also be placed in a Confidential Appendix)
- Curatorial Agreements

CONFIDENTIAL APPENDICES

- Maps with Archaeological Site Locations
- DPR Forms (New and Updated)
- Reburial Agreements
- Artifact Catalog
- Confidential Catalog

3.2 Archaeological Letter Report

The following sections provide an outline and the criteria for the required elements of a letter report. Letter reports are only to be used for negative surveys or in cases where only isolates are present.

3.2.1 Outline

An archaeological letter report should include the following elements:

ARCHAEOLOGICAL LETTER REPORT OUTLINE
COVER PAGE
NADB DATA
PROJECT LOCATION
Assessors Parcel Number
UTM
Elevation
OWNER AND ADDRESS
SURVEY TYPE
Date of Survey
Field Crew
DESCRIPTION (including Conditions)

USGS MAP**REGIONAL LOCATION MAP****RECORD SEARCH****SACRED LANDS CHECK****3.2.2 Content**

The following subsections discuss the criteria for the required elements that are to be used when preparing an archaeological letter report. A sample of the cover page, NADB Data, and body of a letter report are provided in Attachments A, B, and C respectively.

COVER PAGE

See subchapter 3.1.2.

NADB DATA

See subchapter 3.1.2.

PROJECT LOCATION

The following elements should be included in the project location:

- County
- USGS Quad Map and Date of Map, Thomas Brothers Page
- Section, Township, and Range or Land Grant
- Physical Address (if no physical address is available, provide the street name and nearest cross streets.)
- Other Locational Data (include directions to the project site. This is important especially if there is no physical address.)

Assessors Parcel Number (APN)

The assessors parcel number should be included in the report. If unavailable, contact staff for assistance.

Universal Transect Mercator (UTM)

UTMs should be taken from a corner of the property and it should be identified. This field should identify whether a GPS unit was used to obtain the UTMs.

ELEVATION

Identify the average elevation for the project site or provide a range.

OWNER AND ADDRESS

Provide owner information and a current mailing address.

SURVEY TYPE

Identify the survey type. Negative surveys are typically "Intensive Pedestrian".

Date of Survey

Provide the date or dates of the survey.

Field Crew

Identify the members of the field crew and the absence or presence of a Native American monitor.

DESCRIPTION

The description should briefly discuss the field methods (e.g. survey transects, etc.), areas surveyed, areas not inspected and why, site conditions (e.g. ground visibility, presence of trails, etc.), natural landforms, topography, and the proposed project (e.g. 24-lot subdivision). Include a discussion of any conditions (e.g. grading monitoring) that should be implemented and why.

USGS MAP

Identify the project site on a USGS map and attach it to the report.

REGIONAL LOCATION MAP

Identify the project site on a Regional Location map and attach it to the report.

RECORD SEARCH

Provide evidence that a records search was conducted. DPR forms are not required. Include DPR forms for any isolates identified.

SACRED LANDS CHECK

If a Sacred Lands Check was conducted provide documentation.

3.3 Historic Technical Report

The following subchapters provide an outline and the criteria for the required elements of a "full" technical report. The structure of the report is based on the ARMR format with modifications to fulfill County requirements. Depending on the types of resources and impacts identified, the format may vary and all elements may not be required. Any deviation from the standard format outlined below must be approved by staff.

3.3.1 Outline

HISTORIC RESOURCES REPORT OUTLINE	
	COVER PAGE
	NADB DATA
	TABLE OF CONTENTS
	LIST OF ACRONYMS
	EXECUTIVE SUMMARY (MANAGEMENT SUMMARY/ABSTRACT)
1.0	INTRODUCTION
1.1	<u>Project Description</u>
1.2	<u>Existing Conditions</u>
1.2.1	Environmental Setting
	Natural
	Cultural
1.2.2	Record Search Results
	Previous Studies
	Previous Recorded Sites Adjacent to Study Area
1.3	<u>Applicable Regulations</u>
2.0	GUIDELINES FOR DETERMINING SIGNIFICANCE
	Historic Resources
	RPO
3.0	RESEARCH DESIGN (optional)
4.0	ANALYSIS OF PROJECT EFFECTS
4.1	<u>Methods</u>
4.1.1	Archival Research
4.1.1	Survey Methods
4.1.2	Structures Assessment
4.2	<u>Results</u>
4.2.1	Historic

5.0	INTERPRETATION OF RESOURCE IMPORTANCE AND IMPACT IDENTIFICATION
5.1	<u>Resource Importance</u>
5.2	<u>Impact Identification</u>
6.0	MANAGEMENT CONSIDERATIONS – MITIGATION MEASURES AND DESIGN CONSIDERATIONS
6.1	<u>Unmitigated Impacts</u>
	6.1.1 Mitigation Measures and Design Considerations
6.2	<u>Mitigated Impacts</u>
	6.2.1 Mitigation Measures and Design Considerations
6.3	<u>Effects Found Not to be Significant</u>
7.0	REFERENCES
8.0	LIST OF PREPARERS AND PERSONS AND ORGANIZATIONS CONTACTED
9.0	LIST OF MITIGATION MEASURES AND DESIGN CONSIDERATIONS
	APPENDICES
	CONFIDENTIAL APPENDICES

3.3.2 Content

The following subsections discuss the criteria for the required elements that are to be used when preparing an archaeological technical study. The elements described below are not exclusive and it is expected that the consultant will expand beyond these elements when necessary.

Note: The numbering identified below should be used when preparing technical studies. The titles are shown in italics only for purposes of this document and are not required to be in italics for the technical study.

COVER PAGE
NADB DATA
TABLE OF CONTENTS
LIST OF ACRONYMS
EXECUTIVE SUMMARY

See subchapter 3.1.2.

1.0 *INTRODUCTION*
1.1 *Project Description*
1.2 *Existing Conditions*
 1.2.1 *Environmental Setting*
 Natural

Cultural
1.2.2 Record Search Results
Previous Studies
Previous Recorded Resources Adjacent to Study Area

1.3 Applicable Regulations

See subchapter 3.1.2.

2.0 GUIDELINES FOR DETERMINING SIGNIFICANCE
Historic Resources
RPO

See subchapter 3.1.2

3.0 RESEARCH DESIGN (optional)

See subchapter 3.1.2.

4.0 ANALYSIS OF PROJECT EFFECTS

4.1 Methods

4.1.1 Archival Research

4.1.2 Survey Methods

4.1.3 Structural Assessment

4.2 Results

4.2.1 Historic Resources

In addition to guidance provided in subchapter 3.1.2, the study must include a discussion of the methods used to evaluate the significance and integrity of an historic resource. Methods for making this determination may include but are not limited to archival research, oral histories, and structural assessment.

5.0 INTERPRETATION OF RESOURCE IMPORTANCE AND IMPACT IDENTIFICATION

5.1 Resource Importance

5.2 Impact Identification

See subchapter 3.1.2.

6.0 MANAGEMENT CONSIDERATIONS – MITIGATION MEASURES AND DESIGN CONSIDERATIONS

6.1 Unmitigated Impacts

6.1.1 Mitigation Measures and Design Considerations

6.2 Mitigable Impacts

6.2.1 Mitigation Measures and Design Considerations

6.3 Effects Found not to Be Significant

See subchapter 3.1.2.

7.0 REFERENCES

See subchapter 3.1.2.

8.0 LIST OF PREPARERS AND PERSONS AND ORGANIZATIONS CONTACTED

See subchapter 3.1.2.

9.0 LIST OF MITIGATION MEASURES AND DESIGN CONSIDERATIONS

See subchapter 3.1.2.

APPENDICES

See subchapter 3.1.2.

4.0 CULTURAL RESOURCE MAPPING GUIDELINESExtent of Mapping Required

- Project Parcel Boundary
- Off-site Improvement Areas – Any required off-site improvements (e.g., road improvements, utility extensions, etc.) must be mapped in accordance with these requirements. Mapping should include maximum area necessary to complete the improvement.

Base Map Requirements

Base Map – The Cultural Resource Map must be completed using a base map that includes:

1. The most recent project plot plan including all utility, road and proposed easements;
2. The proposed maximum limits of disturbance for the project (on and off site); including grading, septic systems, wells, construction staging areas, road improvements, drainage improvements, etc.;
3. Open Space/Conservation Easements;
4. Topography (County topographic data is sufficient);
5. Major roads and major road names;
6. Both proposed (solid lines) and existing (dashed lines) parcel/lot lines;
7. Assessor Parcel Numbers;
8. North arrow;
9. Bar or Graphic Scale;
10. The location of archaeological and historic resources;
11. Any applicable buffers for archaeological or historic resources.

[Attachment A]

REPORT TITLE

Project Common Name
Permit Numbers/DPLU Environmental Log No.

Lead Agency:

County of San Diego
Department of Planning and Land Use
Contact: _____
5201 Ruffin Road, Suite B
San Diego, CA 92123
Phone Number

Preparer:

Name
Firm Name
Address
Phone Number

Signature

Project Proponent:

Name
Firm Name
Address

Date

[Attachment B]

National Archaeological Data Base Information

Authors:

Firm:

Client/Project Proponent:

Report Date:

Report Title:

Type of Study:

New Sites:

Updated Sites:

USGS Quad:

Acreage:

Permit Numbers:

Key Words:

[Attachment C]

Negative Cultural Resources Survey Report

Project Common Name
Permit Numbers/DPLU Environmental Log No.

Lead Agency:

County of San Diego
Department of Planning and Land Use
Contact: _____
5201 Ruffin Road, Suite B
San Diego, CA 92123
Phone Number

Preparer:

Name
Firm Name
Address
Phone Number

Signature

Project Proponent:

Name
Firm Name
Address

Date

National Archaeological Data Base Information

Authors:

Firm:

Client/Project Proponent:

Report Date:

Report Title:

Type of Study:

New Sites:

Updated Sites:

USGS Quad:

Acreage:

Key Words:

RE: Project Name: Project Numbers
Cultural Resources - Negative Findings

To Whom It May Concern:

Please be advised that a survey has been conducted on the above referenced project. It has been determined that there are no cultural resources present on this property. The project has been plotted on the attached USGS 7.5 minute topographical map for your information.

County: San Diego
USGS 7.5' Quad: Date: Section: Township: Range:
Address:
City: State:
Thomas Brothers:
Other Locational Data:

Assessor Parcel Number(s):

UTM: mE/ mN - taken from the corner of the project using a Garmin GPS unit.
Elevation:

Owner and Address:

Survey Type: Intensive Pedestrian
Date of Survey:
Field Crew:

Description: The field survey was conducted using standard archaeological procedures and techniques. Continuous parallel transects (___meters) were walked in a ___/___ direction. Survey conditions in these areas were good to fair, with some areas partially obscured by ground cover in the form of _____. In areas possessing dense vegetation, the survey methodology was adjusted to accommodate surface examination of trails and clearings and to facilitate the inspection of bedrock outcrops and stream beds. No artifacts or features were identified during this survey. This project proposes to _____. (Optionally add any conditions [not mitigation] that may be required such as grading monitoring due to the presence of heavy vegetation etc.).

Record Search: Staff conducted a records search of the surrounding area using the California Historic Resources Inventory System (CHRIS). ___ studies (___) have been conducted within a one mile radius and ___ site was identified (___). The site(s) is approximately ___ mile from the subject property. It(They) was recorded by ___ and is/are described as ___.

Native American Consultation: No Sacred Lands were identified by the Native American Heritage Commission (NAHC). Staff contacted the Native American groups and individuals provided by the NAHC to further investigate whether they have knowledge of Sacred Lands occurring on the subject parcels. (No) response was received.

Sincerely,

Author/Principal Investigator

Firm

Attachment

USGS Topographical Map –
General Location Map

[Attachment D]**Applicable Regulations Sample****1.3 Applicable Regulations**

Resource importance is assigned to districts, sites, buildings, structures, and objects that possess exceptional value or quality illustrating or interpreting the heritage of San Diego County in history, architecture, archaeology, engineering, and culture. A number of criteria are used in demonstrating resource importance. Specifically, criteria outlined in CEQA (RPO, [include if RPO applies to the project]) and the San Diego County Local Register provide the guidance for making such a determination. The following section(s) details the criteria that a resource must meet in order to be determined important.

1.3.1 California Environmental Quality Act (CEQA)

According to CEQA (§15064.5a), the term "historical resource" includes the following:

- (1) A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (Pub. Res. Code SS5024.1, Title 14 CCR. Section 4850 et seq.).
- (2) A resource included in a local register of historical resources, as defined in section 5020.1(k) of the Public Resources Code or identified as significant in an historical resource survey meeting the requirements of section 5024.1(g) of the Public Resources Code, shall be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.
- (3) Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be an historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the California Register of Historical Resources (Pub. Res. Code SS5024.1, Title 14, Section 4852) including the following:

- (A) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
 - (B) Is associated with the lives of persons important in our past;
 - (C) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
 - (D) Has yielded, or may be likely to yield, information important in prehistory or history.
- (4) The fact that a resource is not listed in, or determined eligible for listing in the California Register of Historical Resources, not included in a local register of historical resources (pursuant to section 5020.1(k) of the Public Resources Code), or identified in an historical resources survey (meeting the criteria in section 5024.1(g) of the Public Resource Code) does not preclude a lead agency from determining that the resource may be an historical resource as defined in Public Resources Code section 5020.1(j) or 5024.1.

According to CEQA (§15064.5b), a project with an effect that may cause a substantial adverse change in the significance of an historical resource is a project that may have a significant effect on the environment. CEQA defines a substantial adverse change as:

- (1) Substantial adverse change in the significance of an historical resource means physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resource would be materially impaired.
- (2) The significance of an historical resource is materially impaired when a project:
 - (A) Demolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical significance and that justify its inclusion in, or eligibility for, inclusion in the California Register of Historical Resources; or
 - (B) Demolishes or materially alters in an adverse manner those physical characteristics that account for its inclusion in a local register of historical resources pursuant to section 5020.1(k) of the Public Resources Code or its identification in an historical resources survey meeting the requirements of section 5024.1(g) of the Public Resources Code, unless the public agency reviewing the effects of the project establishes by a preponderance of evidence that the resource is not historically or culturally significant; or
 - (C) Demolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical significance and that justify its eligibility for inclusion in the California Register of Historical Resources as determined by a lead agency for purposes of CEQA.

Section 15064.5(c) of CEQA applies to effects on archaeological sites and contains the following additional provisions regarding archaeological sites:

- (1) When a project will impact an archaeological site, a lead agency shall first determine whether the site is an historical resource, as defined in subsection (a).
- (2) If a lead agency determines that the archaeological site is an historical resource, it shall refer to the provisions of Section 21084.1 of the Public Resources Code, and this section, Section 15126.4 of the Guidelines, and the limits contained in Section 21083.2 of the Public Resources Code do not apply.
- (3) If an archaeological site does not meet the criteria defined in subsection (a), but does meet the definition of a unique archaeological resource in Section 21083.2 of the Public Resources Code, the site shall be treated in accordance with the provisions of section 21083.2. The time and cost limitations described in Public Resources Code Section 21083.2 (c-f) do not apply to surveys and site evaluation activities intended to determine whether the project location contains unique archaeological resources.
- (4) If an archaeological resource is neither a unique archaeological nor an historical resource, the effects of the project on those resources shall not be considered a significant effect on the environment. It shall be sufficient that both the resource and the effect on it are noted in the Initial Study or EIR, if one is prepared to address impacts on other resources, but they need not be considered further in the CEQA process.

Section 15064.5 (d) & (e) contain additional provisions regarding human remains. Regarding Native American human remains, paragraph (d) provides:

- (d) When an initial study identifies the existence of, or the probable likelihood, of Native American human remains within the project, a lead agency shall work with the appropriate Native Americans as identified by the Native American heritage Commission as provided in Public Resources Code SS5097.98. The applicant may develop an agreement for treating or disposing of, with appropriate dignity, the human remains and any items associated with Native American burials with the appropriate Native Americans as identified by the Native American heritage Commission. Action implementing such an agreement is exempt from:
 - (1) The general prohibition on disinterring, disturbing, or removing human remains from any location other than a dedicated cemetery (Health and Safety Code Section 7050.5).
 - (2) The requirement of CEQA and the Coastal Act.

1.3.2 San Diego County Local Register of Historical Resources (Local Register)

The County requires that resource importance be assessed not only at the State level as required by CEQA, but at the local level as well. If a resource meets any one of the following criteria as outlined in the Local Register, it will be considered an important resource.

- (1) Is associated with events that have made a significant contribution to the broad patterns of San Diego County's history and cultural heritage;
- (2) Is associated with the lives of persons important to the history of San Diego County or its communities;
- (3) Embodies the distinctive characteristics of a type, period, San Diego County region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
- (4) Has yielded, or may be likely to yield, information important in prehistory or history.

1.3.3 San Diego County Resource Protection Ordinance (RPO)

The County of San Diego's RPO protects significant cultural resources. The RPO defines "Significant Prehistoric or Historic Sites" as follows:

1. Any prehistoric or historic district, site, interrelated collection of features or artifacts, building, structure, or object either:
 - (a) Formally determined eligible or listed in the National Register of Historic Places by the Keeper of the National Register; or
 - (b) To which the Historic Resource ("H" Designator) Special Area Regulations have been applied; or
2. One-of-a-kind, locally unique, or regionally unique cultural resources which contain a significant volume and range of data and materials; and
3. Any location of past or current sacred religious or ceremonial observances which is either:
 - (a) Protected under Public Law 95-341, the American Indian Religious Freedom Act or Public Resources Code Section 5097.9, such as burial(s), pictographs, petroglyphs, solstice observatory sites, sacred shrines, religious ground figures or,
 - (b) Other formally designated and recognized sites which are of ritual, ceremonial, or sacred value to any prehistoric or historic ethnic group.

The RPO does not allow non-exempt activities or uses damaging to significant prehistoric or historic lands on properties under County jurisdiction. The only exempt activity is scientific investigation authorized by the County. All discretionary projects are required to be in conformance with applicable County standards related to cultural resources, including the noted RPO criteria on prehistoric and historic sites. Non-compliance would result in a project that is inconsistent with County standards.

[Attachment E]**Typical Condition Language for Use in Project Decisions****ARCHAEOLOGICAL RESOURCES****Cultural Impact Fee**

A payment of _____ (*insert amount*) for the curation of orphan collections shall be made to the San Diego Archaeological Center for _____ (*insert reason, [e.g. geological testing that has impacted site, CA-SDI-11,050, Locus A]*) that has impacted site, CA-SDI-_____ (*insert site number(s)*) to the satisfaction of the Director of Planning and Land Use. Evidence shall be in the form of a letter from San Diego Archaeological Center identifying that a payment of _____ (*insert amount*) has been received.

Curation of Archaeological Collections

(Note: this example includes collections made during an earlier project, such as testing of archaeological sites that took place years ago. Similar curation condition language is also included in other conditions)

Provide evidence to the satisfaction of the Director of Planning and Land Use that all archaeological materials recovered during both the _____ (*insert author*) (_____ [*insert year of study*]) and _____ (*insert author*) (_____ [*insert year of study*]) archaeological investigations of the property, including all significance testing as well as grading monitoring activities, have been curated at a San Diego facility that meets federal standards per 36 CFR Part 79, and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within San Diego County, to be accompanied by payment of the fees necessary for permanent curation. Evidence shall be in the form of a letter from the curation facility identifying that archaeological materials have been received and that all fees have been paid.

Data Recovery Excavation Program

1. Implement, to the satisfaction of the Director of Planning and Land Use, the research design detailed in the archaeological extended study, _____ (*insert study name*) prepared by _____ (*insert author*), dated _____ (*insert date of study*). The implementation of the research design constitutes mitigation for the proposed destruction of archaeological/historic site(s) _____ (*insert site numbers*). The research design shall include, but is not limited to the following performance standards:

Or

Submit to the satisfaction of the Director of Planning and Land Use, a research design which constitutes mitigation for the proposed destruction of archaeological/historic site(s) _____ (*insert site numbers*). The research design shall include, but is not limited to the following performance standards:

- a. The presence of a Native American monitor shall be required for the duration of the excavation portion of the data recovery. (*If data recovery is for historic archaeological resources only, delete this condition and include optional note under condition b.*)
- b. Phase 1 data recovery shall include mechanical trenching (*optional*) and a _____ (*insert percentage – typically 2.5*) percent hand excavated sample of the subsurface artifact concentrations for _____ (*insert site numbers*).

(Optional: NOTE: The data recovery program is for historic archaeological resources only; therefore, a Native American Monitor will not be required.)

- c. At the completion of Phase 1, a letter report will be submitted to the Director of the Department of Planning and Land Use. The letter report shall evaluate the issues of site integrity, data redundancy, spatial and temporal patterning, features, and other relevant topics in order to assess the adequacy of the initial _____ (*insert percentage*) percent sample. Based on this assessment, the letter report shall recommend the need for and scope of a second phase of field investigations, not to exceed a total site hand excavated sample of _____ (*insert percentage*) percent of the two subsurface artifact concentrations for _____ (*insert site number(s)*).
- d. Implement Phase 2 of fieldwork, as necessary.
- e. Conduct artifact analysis, including lithics analysis, ceramics analysis, faunal analysis, floral analysis, assemblage analysis, and radiocarbon dating, as detailed in the archaeological extended study, _____ (*insert report title*) prepared by _____ (*insert*), dated _____ (*insert date of report*).

Or

The artifacts shall be identified and analyzed using historical archaeological analytical techniques such as artifact function patterning, bottled products pattern analysis and ceramic economic indexing. Additional historic research shall be conducted as necessary to aid in analyzing and explaining the significance of patterns.

2. Complete and submit the Final Technical Report from the Principal Investigator to the satisfaction of the Director of Planning and Land Use.
3. Provide evidence to the satisfaction of the Director of Planning and Land Use that all archaeological materials recovered during both the significance testing and data

recovery phases, have been curated at a San Diego facility that meets federal standards per 36 CFR Part 79, and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within San Diego County, to be accompanied by payment of the fees necessary for permanent curation. Evidence shall be in the form of a letter from the curation facility identifying that archaeological materials have been received and that all fees have been paid.

Equipment Staging Area Prohibition

Provide evidence to the Director of Public Works that the following notes have been placed on the Grading Plan:

Activities within _____ (*insert number*) feet of _____ (*insert site or easement number/letter*) shall be restricted and prohibits all of the following: grading; excavation; placement of soil, sand, rock, gravel, or other material; clearing of vegetation; construction, erection, or placement of any building or structure; vehicular activities (including staging, turnaround, and parking); and trash dumping for the protection of cultural resources.

Grading Monitoring and Data Recovery Program

Implement a grading monitoring and data recovery program to mitigate potential impacts to undiscovered buried archaeological resources on the _____ (*insert project name*) Project, _____ (*insert Project Number*)/Log No. _____ (*insert environmental review number*) to the satisfaction of the Director of Planning and Land Use. This program shall include, but shall not be limited to, the following actions:

- a. Provide evidence to the Department of Planning and Land Use that a County certified archaeologist has been contracted to implement a grading monitoring and data recovery program to the satisfaction of the Director of Planning and Land Use (DPLU). A letter from the Principal Investigator shall be submitted to the Director of Planning and Land Use. The letter shall include the following guidelines:
 - (1) The project archaeologist shall contract with a Native American monitor to be involved with the grading monitoring program as outlined in the County of San Diego Report Format and Content Guidelines (2006).
 - (2) The County certified archaeologist/historian and Native American monitor shall attend the pre-grading meeting with the contractors to explain and coordinate the requirements of the monitoring program as outlined in the County of San Diego Report Format and Content Guidelines (2006).
 - (3) The project archaeologist shall monitor all areas identified for development including off-site improvements.

- (4) An adequate number of monitors (archaeological/historical/Native American) shall be present to ensure that all earth moving activities are observed and shall be on-site during all grading activities for areas to be monitored.
- (5) During the original cutting of previously undisturbed deposits, the archaeological monitor(s) and Native American monitor(s) shall be onsite ____ **(select one: full-time to perform full-time monitoring, as determined by the Project Archaeologist_of the excavations)**. Inspections will vary based on the rate of excavation, the materials excavated, and the presence and abundance of artifacts and features. The frequency and location of inspections will be determined by the Project Archaeologist in consultation with the Native American monitor. Monitoring of cutting of previously disturbed deposits will be determined by the Principal Investigator.
- (6) Isolates and clearly non-significant deposits shall be minimally documented in the field and the monitored grading can proceed.
- (7) In the event that previously unidentified potentially significant cultural resources are discovered, the archaeological monitor(s) shall have the authority to divert or temporarily halt ground disturbance operations in the area of discovery to allow evaluation of potentially significant cultural resources. The Principal Investigator shall contact the County Archaeologist at the time of discovery. The Principal Investigator, in consultation with the County staff archaeologist, shall determine the significance of the discovered resources. The County Archaeologist must concur with the evaluation before construction activities will be allowed to resume in the affected area. For significant cultural resources, a Research Design and Data Recovery Program to mitigate impacts shall be prepared by the Principal Investigator and approved by the County Archaeologist, then carried out using professional archaeological methods.
- (8) If any human bones are discovered, the Principal Investigator shall contact the County Coroner. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant (MLD) as identified by the Native American Heritage Commission shall be contacted by the Principal Investigator in order to determine proper treatment and disposition of the remains.
- (9) Before construction activities are allowed to resume in the affected area, the artifacts shall be recovered and features recorded using professional archaeological methods. The Principal Investigator shall determine the amount of material to be recovered for an adequate artifact sample for analysis.
- (10) In the event that previously unidentified cultural resources are discovered, all cultural material collected during the grading monitoring program shall be processed and curated at a San Diego facility that meets federal standards per 36 CFR Part 79, and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections

and associated records shall be transferred, including title, to an appropriate curation facility within San Diego County, to be accompanied by payment of the fees necessary for permanent curation. Evidence shall be in the form of a letter from the curation facility identifying that archaeological materials have been received and that all fees have been paid.

- (11) Monthly status reports shall be submitted to the Director of Planning and Land Use starting from the date of the notice to proceed to termination of implementation of the grading monitoring program. The reports shall briefly summarize all activities during the period and the status of progress on overall plan implementation. Upon completion of the implementation phase, a final report shall be submitted describing the plan compliance procedures and site conditions before and after construction. **(Note: use this condition only if grading will take more than 1 month).**
 - (12) In the event that previously unidentified cultural resources are discovered, a report documenting the field and analysis results and interpreting the artifact and research data within the research context shall be completed and submitted to the satisfaction of the Director of Planning and Land Use prior to the issuance of any building permits. The report shall include Department of Parks and Recreation Primary and Archaeological Site forms.
 - (13) In the event that no cultural resources are discovered, a brief letter to that effect shall be sent to the Director of Planning and Land Use by the consulting archaeologist that the grading monitoring activities have been completed.
- b. Provide Evidence to the Director of Public Works (DPW) that the following notes have been placed on the Grading Plan:
- (1) The County certified archaeologist/historian and Native American monitor shall attend the pre-construction meeting with the contractors to explain and coordinate the requirements of the monitoring program.
 - (2) The project archaeologist shall monitor all areas identified for development including off-site improvements.
 - (3) During the original cutting of previously undisturbed deposits, the archaeological monitor(s) and Native American monitor(s) shall be onsite _____ **(select one: full-time to perform full-time monitoring, as determined by the Principal Investigator of the excavations)**. Inspections will vary based on the rate of excavation, the materials excavated, and the presence and abundance of artifacts and features. The frequency and location of inspections will be determined by the Project Archaeologist in consultation with the Native American monitor. Monitoring of cutting of previously disturbed deposits will be determined by the Principal Investigator.

- (4) In the event that previously unidentified potentially significant cultural resources are discovered, the archaeological monitor(s) shall have the authority to divert or temporarily halt ground disturbance operations in the area of discovery to allow evaluation of potentially significant cultural resources. The Principal Investigator shall contact the County Archaeologist at the time of discovery. The Principal Investigator, in consultation with the County staff archaeologist, shall determine the significance of the discovered resources. The County Archaeologist must concur with the evaluation before construction activities will be allowed to resume in the affected area. For significant cultural resources, a Research Design and Data Recovery Program to mitigate impacts shall be prepared by the Principal Investigator and approved by the County Archaeologist, then carried out using professional archaeological methods.
- (5) The archaeological monitor(s) and Native American monitor shall monitor all areas identified for development.
- (6) If any human bones are discovered, the Principal Investigator shall contact the County Coroner. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant (MLD) as identified by the Native American Heritage Commission shall be contacted by the Principal Investigator in order to determine proper treatment and disposition of the remains.
- (7) The Principal Investigator shall submit monthly status reports to the Director of Planning and Land Use starting from the date of the notice to proceed to termination of implementation of the grading monitoring program. The reports shall briefly summarize all activities during the period and the status of progress on overall plan implementation. Upon completion of the implementation phase, a final report shall be submitted describing the plan compliance procedures and site conditions before and after construction. ***(Note: use this condition only if grading will take more than 1 month).***
- (8) Prior to rough grading inspection sign-off, provide evidence that the field grading monitoring activities have been completed to the satisfaction of the Director of Planning and Land Use. Evidence shall be in the form of a letter from the Principal Investigator.
- (9) Prior to Final Grading Release, submit to the satisfaction of the Director of Planning and Land Use, a final report that documents the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program. The report shall include the following:
 - Department of Parks and Recreation Primary and Archaeological Site forms.
 - Evidence that all cultural collected during the grading monitoring program has been curated at a San Diego facility that meets federal standards per 36 CFR Part 79, and therefore would be professionally curated and made

available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within San Diego County, to be accompanied by payment of the fees necessary for permanent curation. Evidence shall be in the form of a letter from the curation facility identifying that archaeological materials have been received and that all fees have been paid.

Or

In the event that no cultural resources are discovered, a brief letter to that effect shall be sent to the Director of Planning and Land Use by the Principal Investigator that the grading monitoring activities have been completed.

Landmarking

The applicant shall prepare and submit to the County of San Diego Historic Site Board (Historic Site Board), an application for Landmark Designation of the _____ (***insert site number***) that is described in the Cultural Resources report titled, "_____" (***insert title of study***) prepared by _____ (***insert author***) dated _____ (***insert date of study***). The Historic Site Board shall examine the Landmark application and make a recommendation to the Director of Planning and Land Use (Director). The Director shall review the nomination for Landmark Designation and make a decision whether the archaeological resource is eligible for Historic Designation in accordance with Ordinance 9493 (San Diego County Local Register of Historical Resources adopted August 14, 2002).

Open Space Easement

Grant to the County of San Diego an open space easement over portions of Lot(s) _____ (***insert lot number(s)***) as shown on _____ (***insert document type – e.g., open space easement exhibit, plot plan, tentative map***). This easement (include adequate buffers) is for the protection of archaeological site CA-SDI-_____ (***insert site number(s)***) (***optional: and biological resources***) and prohibits all of the following on any portion of the land subject to said easement: grading; excavation; placement of soil, sand, rock, gravel, or other material; clearing of vegetation; construction, erection, or placement of any building or structure; vehicular activities; trash dumping; or use for any purpose other than as open space.

The only exception(s) to this prohibition is:

- Scientific investigations conducted pursuant to a research design prepared by an archeologist certified by the Register of Professional Archaeologists and approved by the Director of Planning and Land Use.
- Implementation of a site capping plan approved by the Director of Planning and Land Use.

- Selective clearing of vegetation by hand to the extent required by written order of the fire authorities for the express purpose of reducing an identified fire hazard.
- Uses, activities, and placement of structures expressly permitted by _____ (***select one: Major Use Permit, Minor Use Permit, or Site Plan***), _____ (***insert permit number***) and shown on the _____ (***select one: plot or site***). (***Note: this exception is to be used only for Use Permits or Site Plans, and only if applicable to the project.***)
- Uses, activities, and placement of structures expressly permitted by the Director of Planning and Land Use, whose permission may be given only after following the procedures and complying with all requirements applicable to an Administrative Permit pursuant to The Zoning Ordinance of the County of San Diego.
- Activities required to be conducted pursuant to a revegetation, habitat management, or landscaping plan approved by the Director of Planning and Land Use.
- Construction, use, and maintenance of _____ (***insert applicable uses – e.g., septic systems, a water supply well***), on Lot(s) _____ (***insert lot number(s)***) in the location shown on _____ (***insert document type – e.g., plot plan, site plan tentative parcel map***).
- Vegetation removal or application of chemicals for vector control purposes where expressly required by written order of the Department of Environmental Health of the County of San Diego, in a location and manner approved in writing by the Director of Planning and Land Use of the County of San Diego.
- Passive recreation limited to _____ (***use this condition only if applicable. Examples include hiking and equestrian trails***).

Permanent Fencing

Install permanent fences or walls to protect site(s) _____ (***insert site numbers***) within dedicated open space from inadvertent disturbance by grading, brushing or clearing. Permanent fences or walls are required in all locations of the project as shown on Exhibit _____ (***insert exhibit number or letter***) of the cultural resources technical study dated _____ (***insert date of study***) on file with the Department of Planning and Land Use as _____ (***insert project and environmental review numbers***). The fence or wall shall be a minimum of four feet (4') high and consist of _____ (***insert material type***). Any change in construction materials and fence or wall design shall be approved by the Director of Planning and Land Use prior to installation. The permanent fencing plan shall include the following requirements:

- a. The permanent fence location(s) shall be identified in the field by a California Registered Engineer or licensed surveyor and County approved archaeologist.

- b. The permanent fence shall be positioned just outside of the open space easement.
- c. Permanent fencing shall be installed under the supervision of the project archaeologist.
- d. Submit to the Director of Public Works, a signed, stamped statement from a California Registered Engineer of licensed surveyor that the permanent fences or walls have been installed. Photographs, a brief description of design and materials used, and a statement from the County approved archaeologist shall be submitted with the statement from the California Registered Engineer.
- e. The permanent fencing condition shall be released on a parcel-by-parcel basis.

Site Capping Plan

(Note: To be used in conjunction with an Open Space Easement)

Implement, to the satisfaction of the Director of Planning and Land Use, the capping plan detailed in the archaeological extended study, _____ (*insert study title*) prepared by _____ (*insert author*), dated _____ (*insert date of study*). The capping plan shall include, but is not limited to the following performance standards:

Or

Submit to the satisfaction of the Director of Planning and Land Use, a capping plan for the protection of archaeological site(s) _____ (*insert site number(s)*). The capping plan shall be prepared by a County approved archaeologist. The capping plan shall include, but is not limited to the following performance standards:

- a. Prior to placing the cap, submit a letter to the Director of Planning and Land Use that a County approved archaeologist has been retained to supervise and monitor capping of the archaeological site
- b. Prior to placing the cap, an index of _____ (insert number) columns is to be excavated. (Required only if significance testing was not conducted).
- c. Capping of the archaeological site(s) shall be conducted by first placing construction fabric (e.g. Amoco) or a minimum of six inches of sterile sand over the entire area of the archaeological site area to be capped. The sand layer shall be covered with 1.5 to 2.0 feet of clean fill dirt. This layer shall be "feathered" out to ten feet beyond the defined boundary of the capping area to create a buffer. The materials to be used for capping shall be stockpiled and spread by hand.
- d. After capping, the soil cap shall be landscaped with drought resistant shallow rooted species. Selection of species shall be made in consultation with a landscape architect. Temporary irrigation shall be a drip system and shall be removed as soon as the vegetation has been established.
- e. After the cap has been completed and the landscaping installed, the project archaeologist shall prepare a final letter report that details how the capping procedure and landscaping were completed.

- f. All materials recovered during the indexing of the site shall be curated at a San Diego facility that meets federal standards per 36 CFR Part 79, and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within San Diego County, to be accompanied by payment of fees necessary for permanent curation. Evidence shall be in the form of a letter from the curation facility identifying that archaeological materials have been received and that all fees have been paid.
- g. After capping, all of the following activities are prohibited from taking place on the capped archaeological site: grading; excavation; placement of soil, sand, rock, gravel, or other material; clearing of vegetation; construction, erection, or placement of any building or structure; vehicular activities; trash dumping; or use for any purpose other than as open space.

The sole exception(s) to this prohibition is:

- The planting of shallow rooted plants, irrigation lines, or utility lines in the sterile cap above the archaeological deposits, according to a plan approved by the Director of Planning and Land Use.
- Placement of an asphalt parking lot (golf course, tennis court, etc.) on top of the capped site.

Temporary Fencing

Prepare and implement a temporary fencing plan for the protection of archaeological site(s) CA-SDI-____ (*insert site number(s)*) during any grading activities within one hundred feet (100') A", as shown on the ____ (*insert document type*) dated ____ (*insert date of document*). The temporary fencing plan shall be prepared in consultation with a County approved archaeologist. The fenced area shall include a buffer sufficient to protect the archaeological site(s). The fence shall be installed under the supervision of the County approved archaeologist prior to commencement of grading or brushing and be removed only after grading operations have been completed. The temporary fencing plan shall include the following requirements:

Provide evidence to the Director of Public Works that the following notes have been placed on the Grading Plan:

- a. In the event that construction activities are to take place within 100 feet of archaeological site(s) ____ (*insert site number(s)*), the temporary fencing plan shall be implemented under the supervision of a County approved archaeologist that consists of the following:
- (1) The project archaeologist shall identify the site boundaries.

- (2) The project archaeologist shall determine an adequate buffer for the protection of the site(s) in consultation with the County archaeologist.
- (3) Upon approval of buffers, install fencing under the supervision of the project archaeologist.
- (4) Submit to the Department of Public Works for approval, a signed and stamped statement from a California Registered Engineer, or licensed surveyor that temporary fences have been installed in all locations of the project where proposed grading or clearing is within 100 feet of the archaeological site(s), _____ **(insert site number(s))**.
- (5) Fencing may be removed after the conclusion of construction activities.

HISTORIC RESOURCES

Equipment Staging Area Prohibition

Provide evidence to the Director of Public Works that the following notes have been placed on the Grading Plan:

Activities within _____ **(insert number – 100 feet is typical)** feet of _____ **(insert site or easement number/letter and/or resource name)** shall be restricted and prohibits all of the following: grading; excavation; placement of soil, sand, rock, gravel, or other material; clearing of vegetation; construction, erection, or placement of any building or structure; vehicular activities (including staging, turnaround, and parking); and trash dumping for the protection of cultural resources.

Historic Landscape Screening Plan

Prepare and implement a standard detailed landscape plan to the satisfaction of the Director of Planning and Land Use. The Landscape Plan shall include the planting of _____ **(insert type of trees – e.g., oak)** trees along the _____ **(identify location – e.g., entire boundary of the historic landscape Easement A)** to serve as screening between the _____ **(identify location – e.g., entire boundary of the historic landscape Easement A)** and the _____ **(identify resource – e.g. Grant Jr. House)**.

Historic Landscape Tree Preservation

Develop and implement a plan, to the satisfaction of the Director of Planning and Land Use, for the salvage and transplantation of all existing mature specimens of _____ **(insert common name)** (_____ **[insert latin name]**), that currently _____ **(identify current location – e.g., line the entrance driveway and along eastern boundary of the Ferry Ranch House)**, to _____ **(identify where they will be relocated – e.g., line the new extension of Ferry Ranch Road onto the property and other locations on the property)**, as approved by the Director of Planning and Land Use. The transplantation shall be supervised in the field by a state-certified arborist. The new locations for these trees shall be indicated on the _____ **(identify type of exhibit)** Exhibit dated _____ **(insert date of exhibit)**.

Historic Resource Conservation Easement

Grant to the County of San Diego a Conservation Easement over the _____ (***insert resource name***), as shown on the _____ (***insert exhibit title***), dated _____ (***insert date of exhibit***). This easement is for the protection and conservation of the _____ (***insert resource name; include additional elements such as landscaping, if appropriate***) and prohibits demolition or alteration of any buildings (***including interiors [optional]***), and prohibits all of the following on any portion of the land subject to said easement: grading; excavation; placement of soil, sand, rock, gravel, or other material; alteration of the historic landscape (vegetation, fences, trellis, etc.); construction, erection, or placement of any building or structure; vehicular activities; trash dumping; or any other not consistent with the historic character of the property.

The sole exceptions to this prohibition are:

- Repairs, restoration, or rehabilitation of the _____ (***insert resource name***) in accordance with the "*Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* or the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Weeks and Grimmer 1995)*". Any plan for such activities shall be designed by a qualified historical architect and approved by the Director of Planning and Land Use, and implemented by a building contractor with demonstrated experience in the renovation and rehabilitation of historic buildings.
- Normal landscape maintenance activities, including the removal of dead or dying trees.

Historic Structure Renovation Program

The _____ (***insert resource name***) and its surrounding grounds shall be renovated according to a site plan to the satisfaction of the Planning Director. This renovation program shall include, but shall not be limited to, the following actions:

- (a) A qualified historical architect shall prepare the required site plan, to be approved by the Planning Director. Renovation of the _____ (***insert resource name***) shall utilize the "*Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* or the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Weeks and Grimmer 1995)*".
- (b) A building contractor with demonstrated experience in the renovation of historic buildings will implement the approved renovation plan.

- (c) The site plan will apply to the design and renovation of both the interior and exterior of the house, any outbuildings, landscaping plans, and any earth moving activity.

Landmarking

The applicant shall prepare and submit to the County of San Diego Historic Site Board (Historic Site Board), an application for Landmark Designation of the ____ (*insert resource name [optional: include applicable elements] – e.g., Dulzura Café and surrounding landscape*) that is described in the ____ (*identify source – e.g., cultural resources study, La Mesa Inventory of Historic Resources*) prepared by ____ (*insert author*) dated ____ (*insert date of study*). The Historic Site Board shall examine the Landmark application and make a recommendation to the Director of Planning and Land Use (Director). The Director shall review the nomination for Landmark Designation and make a decision whether the resource is eligible for Historic Designation in accordance with Ordinance 9493 (San Diego County Local Register of Historical Resources adopted August 14, 2002).

Regulation of Uses

(Note: This condition is to be used for permits that have the capability to regulate uses in a historic structure such as a Major Use Permit, Minor Use Permit, or Site Plan.)

The (*optional: first floor of the*) ____ (*insert resource name*) shall become a ____ (*insert use - e.g., resident activity center*) that will be designed around the historic ____ (*identify historic period - e.g., Victorian*) theme of the house in accordance with the preliminary activity plan described in the ____ (*insert title of study*) cultural resources report prepared by ____ (*insert author*) dated (*insert date of study*). The plan includes (*insert plan requirements – e.g., interior decorations and furnishings*) that reflect a ____ (*insert historic period - e.g., Victorian residence*) and an activity program that includes, but shall not be limited to, ____ (*insert activities - e.g., flower arranging and planting preparation, period music and songs, serving high tea, the use of historic photographs and graphics to stimulate discussion and reminiscence, interpretive display*) that focuses on the life of ____ (*insert name of historic individual*), and ____ (*describe historic period - e.g., turn-of-the-century San Diego Victorian*) Culture and Society. The final plan shall be developed and implemented by a County approved historian and approved by the Director of Planning and Land Use.

The sole exceptions to this requirement are:

- The use of the first floor of the house as a ____ (*insert use – e.g., pre-marketing office for six months after the certification for occupancy of the senior assisted care facility*).

- The second floor will be used for _____ (*insert use – e.g., storage or other uses*) approved by the Director of Planning and Land Use.

Setback Easement for Lots Adjacent to a Historic Structure

Grant to the County of San Diego a setback easement over portions of Lot(s) _____ (*insert lot number*), shown as easement "____" (*insert easement number or letter*) on _____ (*insert permit type*) Open Space Exhibit dated _____ (*insert date of exhibit*). This easement prevents construction, erection, or placement of any building, structure, or fence on those portions of Lot(s) _____ (*insert lot number(s)*) and _____ adjacent to the _____ (*insert resource name*) lot and ensures that the houses on Lots _____ and _____ are constructed as far away as possible from the _____ (*insert resource name*) and still satisfy the setback requirements.

The sole exception to this prohibition is:

- Uses, activities, and placement of structures expressly permitted by the Director of Planning and Land Use, whose permission may be given only after following the procedures and complying with all requirements applicable to an Administrative Permit pursuant to The Zoning Ordinance of the County of San Diego.
- Normal landscape maintenance activities, including the removal of dead or dying trees.

Use, Maintenance, and Repair Easement

Grant to the County of San Diego a Use, Maintenance, and Repair Easement over the _____ (*insert resource name*), as shown on the _____ (*insert document type – e.g., Major Use Permit plot plan, subdivision map, site plan, etc.*) dated _____ (*insert date of document*). This easement is for the protection of the historic _____ (*insert what is being protected – e.g., residence, café*) and prohibits demolition or alteration of the building.

The sole exception to this prohibition is:

- Repairs, restoration, or rehabilitation of the house in accordance with the "*Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* or the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Weeks and Grimmer 1995)*". Any plan for such activities shall be designed by a qualified historical architect and approved by the Director of Planning and Land Use, and implemented by a building contractor with demonstrated experience in the renovation and rehabilitation of historic buildings.



County of San Diego

MARK WARDLAW
DIRECTOR

PLANNING & DEVELOPMENT SERVICES
5510 OVERLAND AVENUE, SUITE 310, SAN DIEGO, CA 92123
(858) 505-6445 General • (858) 694-2705 Codes • (858) 565-5920 Building Services
www.SDCPDS.org

KATHLEEN A. FLANNERY
ASSISTANT DIRECTOR

November 19, 2019

Bill Martin
Deputy Planning Director
City of Escondido
201 North Broadway
Escondido, CA 92025
bmartin@escondido.org

KB Homes Oak Creek Development Drainage Improvements in Felicita County Park

Dear Mr. Martin,

The County of San Diego (County) completed its review of the hydrology and hydraulic analyses associated with proposed off-site drainage improvements in Felicita County Park, from the KB Homes Oak Creek Development project in the City of Escondido (City). Pursuant to Section 87.605 of the County's Grading Ordinance, a discretionary Watercourse Permit is required for improvements that occur within a portion of a watercourse within the County's jurisdiction. In addition to the Watercourse Permit, appropriate property rights for the construction of proposed improvements in Felicita County Park will be required.

It is the County's understanding from KB Homes that as part of the City engineering Plan Check and approval of the Final Map for the Oak Creek subdivision, the City requested a letter from the County stating our agreement with the concept of channeling flow through upsized culverts, proposed to be constructed under Felicita Road, through Felicita County Park.

As a result of information not being provided or addressed in the project's Final Environmental Impact Report (FEIR) regarding drainage improvements and easements on park property that may result in potentially significant impacts to Felicita Park, the County is unable to determine the extent to which Felicita County Park is being adversely impacted, and therefore the County is requesting that such analysis be done as part of the County's discretionary action associated with the Watercourse Permit. Since the timing associated with additional environmental analyses

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may potentially cause significant delay to KB Homes, the purpose of this letter is to inform the City of the County's findings on the hydrology and hydraulic analyses and what will be required for the County's Watercourse Permit.

The County received the "Oak Creek Downstream Impact Analyses; Felicita Park" report By Hunsaker & Associates, finalized on November 7, 2019. The study project proposes to upsize the culvert under Felicita Road from one 60 inch pipe to one 60 inch pipe (to be repositioned from its current location) and one 72 inch pipe. This will divert a portion of the flow that currently overtops the road (in the existing condition) into the proposed culverts and through Felicita County Park (in the proposed condition). The County accepts the analysis of the study and its findings that the proposed condition will increase flowrates, velocity, limits of inundation and water surface elevations through Felicita County Park.

In order for the County to establish the necessary erosion protection mitigation measures from the identified increases in water velocity and flowrates, a scour analysis will be needed. The scour analysis will then be used to determine the appropriate engineering solutions and Best Management Practices (BMP's) to mitigate the impacts of the additional flow.

It is expected that the changes to the path and increases of water flows as well as the construction of the outfall facility and any downstream BMP modifications will result in potential biological and cultural impacts. Therefore, Biological and Cultural Resource Letter Reports will be required in accordance with the County's Report Format and Content Requirements. The Reports must provide a qualitative and quantitative analysis of all biological and cultural impacts (both direct and indirect) occurring as a result of the modified water flows and identify the appropriate mitigation that is necessary to mitigate all impacts. It should be noted that mitigation solutions may not be available to fully mitigate impacts to cultural resources. Please see attached Report Format and Content Requirements.

Due to the potentially significant environmental impacts identified in the "Oak Creek Downstream Impact Analyses; Felicita Park" report, which were not discussed in the EIR certified by the City, an updated CEQA Analysis, as well as updates to regulatory permits will be needed. It is also important to note that approved mitigation measures may change current park uses for the public and should be appropriately disclosed to the public in advance.

Once all appropriate mitigation measures and the final impacted areas are identified, compensation for the loss of parkland will also be required prior to dedication of any easement on County property. Additionally, due to grant restrictions on Felicita County Park property, consultation with the State Land and Water Conservation Fund (LWCF) manager and approval of conversion of any property improved with LWCF funds to non-park uses is required.

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County staff has been in communication with City staff and KB Homes regarding this proposed project since December 2018 in an attempt to coordinate the steps outlined above with the development of the subdivision. Several potential engineering alternatives have also been suggested by County staff to avoid the additional environmental analyses, mitigation requirements and compensation associated with the off-site drainage improvements and County Watercourse Permit, including retention on-site within the Oak Creek Subdivision, capturing increase flowrate and transport downstream, or possibly having the developer fund a future master plan drainage capital improvement project. The County is open to working with the City and KB Homes towards an agreeable solution and path forward considering these potential alternatives, or to continue to proceed with the County Watercourse Permit.

The County appreciates the ongoing coordination efforts with the City and can be available to provide any assistance and guidance at your request.

Sincerely,



MARK SLOVICK, Deputy Director
Planning & Development Services

Attachments:

Report Format: Cultural Resources: Archeological and Historical Resources
Report Format: Biological Resources

cc: Jesse Kleist, KB Homes
Steve Ruffner, KB Homes
Deborah Mosley, Parks and Recreation
Rich Whipple, Department of Public Works
Jacob Armstrong, Planning & Development Services
Julie Procopio, City of Escondido
Owen Tunnell, City of Escondido
Brian Albright, Director of Department of Public Works
Mark Wardlaw, Director of Planning & Development Services



September 3, 2021

Mr. Gary Smith
 County of San Diego Planning & Development Services
 5510 Overland Avenue, Suite 310
 San Diego, California 92123-1239

SUBJECT: REVIEW OF TECHNICAL STUDIES FOR OAK CREEK (TRACT NO. SUB13-0002)
 IMPACTS TO FELICITA COUNTY PARK, COUNTY OF SAN DIEGO, CALIFORNIA
 (RICK ENGINEERING COMPANY JOB NUMBER 19144-SWE)

Dear Mr. Smith:

Pursuant to your request under Contract No. 561101, Task Order No. 2, we have conducted a review of the hydrologic and hydraulic analyses performed for the Oak Creek (Tract No. Sub13-0002) Project ("project"), specifically related to the assessment of potential project impacts to Felicita County Park located immediately downstream of the project. The following files (Refs) were provided by the County to RICK and were reviewed by RICK:

- 1) *Amendment-1 Oak Creek Drainage Study: Regional Analysis*, prepared by Hunsaker & Associates, dated March 24, 2020.
- 2) *Oak Creek Downstream Impact Analysis; Felicia Park*, prepared by Hunsaker & Associates, dated November 4, 2019.
- 3) *Improvement Plans for: Felicita Road, Hamilton & Miller Avenue Tract No. Sub 13-0002*, prepared by Hunsaker & Associates, dated August 1, 2019.
- 4) *Exhibit "A" Easement Legal Description* (storm drain easement), prepared by Hunsaker & Associates, dated May 12, 2021.
- 5) *Rough Grading Plan for: Oak Creek Tract No. Sub 13-0002*, prepared by Hunsaker & Associates, dated April 15, 2019.
- 6) Felicita Downstream Impacts HEC-HMS files.
- 7) Felicita Downstream Impacts HEC-RAS files.
- 8) Oak Creek City (Jurisdiction) HEC-RAS files.

RICK reviewed the hydrologic analyses for adherence to hydrologic methods presented in the San Diego County Hydrology Manual dated June 2003 ("June 2003 SDCHM"), and the hydraulic analyses for adherence to methods presented in the County of San Diego Hydraulic Design Manual dated September 2014 ("September 2014 SDCHDM").

The results of the review are presented below in the following order, with key findings summarized at the end of each section:

- Overview of Provided Hydrologic Analyses
- Overview of Provided Hydraulic Analyses
- General Conclusions based on Provided Hydrologic and Hydraulic Analyses
- Concerns about the Overall Drainage Concept
- Maintenance Access Concern
- Concerns Related to Inconsistent Design Data
- Suggested Action Items

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Overview of Provided Hydrologic Analyses

Hydrologic analyses were provided in Refs 1 and 2. Both Ref 1 and Ref 2 provided calculations for the flow rate arriving at the Felicita Road culvert from the approximately 565 acre watershed upstream (east) of Felicita Road. Ref 2 also provided calculations for flow rates in the creek flowing through Felicita County Park, including analyses for additional watershed area west of Felicita Road that contributes to the creek within the park, and a split flow analysis for the existing Felicita Road culvert to characterize how the flow generated upstream (east) of Felicita Road is distributed in multiple different pathways across Felicita Road and returned to the creek within the park at multiple locations.

Refs 1 and 2 present different hydrologic calculations to determine the 100-year return frequency flow rate draining to the Felicita Road culvert. Ref 1 presents an NRCS hydrologic method analysis for the watershed draining to the Felicita Road culvert, resulting in a 100-year flow rate of 755 cubic feet per second (cfs). The NRCS hydrologic method analysis and resulting 755 cfs presented in Ref 1 could not be verified to conform to June 2003 SDCHM procedures. Much of the supporting information was not included in the report, and no electronic files were provided. A 6-hour storm was presented in lieu of a 24-hour storm, whereas the procedure presented in the June 2003 SDCHM describes a 24-hour storm. No discussion was provided within Ref 1 to explain the selection of a 6-hour storm event for analysis. Ref 2 presents a rational method analysis for the watershed draining to the Felicita Road culvert, resulting in a 100-year flow rate of 813 cfs. No technical issues were identified with the rational method analysis presented in Ref 2 resulting in 813 cfs. The watershed area for the point of interest is approximately 565 acres, which is within the range of applicability of the rational method provided in the June 2003 SDCHM. The rational method analysis follows June 2003 SDCHM procedures. This review determined the rational method analysis presented in Ref 2 to be the better representation of the flow rate arriving at the Felicita Road culvert.

To determine flow rates in the creek flowing through Felicita County Park for the purpose of the downstream impacts analysis, Ref 2 presents an NRCS hydrologic method analysis for points of interest (POI) within the park. POI "J1-Confluence 84" CMP" represents the total watershed area draining to the existing 84-inch corrugated metal pipe (CMP) culvert under the main entrance road (approximately 1,075 acres, inclusive of the 565 acres east of Felicita Road). POI "J2-Downstream Confluence" represents the total watershed area draining to the downstream boundary of the park, approximately 1,300 acres (2.0 square miles), inclusive of the area draining to POI "J1-Confluence 84" CMP". No technical issues were identified with the NRCS hydrologic method analysis presented in Ref 2 for the additional watershed area and points of interest (POI) within Felicita County Park. The NRCS hydrologic method analysis follows June 2003 SDCHM procedures.

Ref 2 also presents a split flow analysis to determine what portion of 813 cfs arriving at the Felicita Road culvert could be conveyed through the existing Felicita Road culvert in the pre-project condition, and how the excess flows not conveyed through the existing Felicita Road culvert in the pre-project condition would be distributed and returned to the creek within Felicita County Park at two separate locations. The capacity of the existing Felicita Road culvert is limited. When flows exceed the capacity of the culvert, initially a portion of the excess flow will drain southerly in Felicita Road toward the main entrance of the park and return to the creek south of the main entrance to the park (returned within POI "J2-Downstream Confluence"), and subsequently a portion of the excess flow will overtop Felicita Road nearer the existing Felicita Road culvert and return to the creek north of the main entrance to the park (returned within POI "J1-Confluence 84" CMP"). The intent of the proposed Felicita Road culvert improvement is to provide capacity to convey all of the flow (813 cfs based on Ref 2) through the proposed Felicita Road culverts. Based on the split flow analysis, the project applicant has determined 503 cfs directed to the main channel of the creek immediately at the culvert outfall (within POI "J1- J1-Confluence 84" CMP") and 310 cfs flowing southerly along Felicita Road, returning to the creek south of the main entrance to the park (within

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POI "J2-Downstream Confluence"). The 503 cfs directed to the main channel of the creek immediately at the culvert outfall consists of 387 cfs flow through the culvert and 116 cfs flow overtopping Felicita Road after 310 cfs has been diverted southerly.

This review determined that the method used for the split flow analysis for the existing culvert is incorrect (see below, Overview of Hydraulics). Due to issues with the split flow analysis, the split flow rates of 503 cfs and 310 cfs may not be accurate. Therefore, the pre-project flow rates determined for the creek within the park may not be accurate and are not appropriate for comparison with the proposed condition for the purpose of downstream impacts analysis.

Summary of Key Points for Hydrology

- The hydrologic model presented in Ref 1 could not be verified to conform to June 2003 SDCHM procedures because much of the supporting information was not included in the report, and no electronic files were provided.
- The hydrologic models presented in Ref 2 are prepared appropriately and are acceptable to use for further analyses, and:
 - The 100-year flow rate of 813 cfs arriving at the Felicita Road culvert presented in Ref 2 is appropriate for use in the downstream impacts analysis and modeling of the proposed Felicita Road culverts.
- The split flow analysis presented in Ref 2 characterizing how 813 cfs generated upstream (east) of Felicita Road is distributed in multiple different pathways across Felicita Road is not accurate and should not be relied on for the downstream impacts analysis.

Overview of Provided Hydraulic Analyses:

Hydraulic analyses were provided in Refs 1 and 2. Ref 1 presents hydraulic calculations for 100-year water surface elevations upstream of Felicita Road and velocities within the proposed Felicita Road culverts, based on the 100-year flow rate of 755 cfs that was presented in Ref 1. This document is not related to the downstream impacts analysis for the creek through Felicita County Park.

Ref 2 presents hydraulic calculations for the creek through Felicita County Park. As mentioned above under Overview of Provided Hydrology Analyses section, Ref 2 presents a split flow analysis to determine the portion of 813 cfs arriving at the Felicita Road culvert from the watershed east of Felicita Road that is conveyed through the existing Felicita Road culvert in the pre-project condition, and how the excess flows not conveyed through the existing Felicita Road culvert in the pre-project condition are distributed and returned to the creek within Felicita County Park at two separate locations. Ref 2 then presents pre-project and post-project hydraulic analyses of the creek through Felicita County Park for the purpose of comparing pre-project and post-project water surface elevations and velocities.

The following issues were identified regarding the split flow analysis presented in Ref 2. The annotated graphic in Appendix 3 shows the cross section of the upstream (entrance) of the existing Felicita Road culvert; however, the cross-section output data presented is for the open channel cross section upstream of the culvert, and the identified flow rates are the open channel flows at the cross section and not the flow through the culvert or spilling over the roadway. Based on a review of the topography at the existing Felicita Road culvert entrance, it appears that most of the flow would remain on the east side of Felicita Road, travel south for approximately 60 feet and then cross the road and split again with some flow returning to the creek and most flow continuing south along a wide drainage path through the park towards the park main entrance road.

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The following issues were identified regarding the pre- and post-project hydraulic models of the creek through Felicita County Park.

1. Pre-project flow rates are inaccurate due to issues identified with the split flow analysis.
2. The main channel and left/right overbank downstream reach lengths used in the hydraulic model are all of the same length, thus effectively modeling a straight channel. The creek channel downstream from the proposed culvert under Felicita Road is a sinuous channel, and therefore, the left and right overbank downstream reach lengths should be reflective of that condition.
3. A Manning's n-value of 0.060 was used for the entire main channel reach. Although the Manning's n-value was selected based on Table A-5 of the 2014 SDCHDM, it appears that it may be somewhat overestimated, at least for some portions of the main channel. Overestimating the Manning's n-values might underestimate erosive velocities and scour potential. Please note that the Manning's n-values become a real concern in light of the significant increase in storm flows to be conveyed by the main channel. Based on the four recent photographs included in Ref 2, it appears that the main channel vegetation has reached stability and that the Manning's n-value should be lower. As a result, the Manning's n-values along the entire channel reach should be re-evaluated and adjusted appropriately.
4. The Downstream Reach Lengths for upstream bounding cross sections of the Junction1, Cross Sections 167 and 69, show lengths of 32.5 and 64.9, respectively, but the specified length across Junction in the Junction Data Editor are 48.44 and 133.26, respectively. It is therefore unclear which reach lengths are the correct ones. Note that in the cross-section data, the reach lengths for the downstream cross section of each reach upstream of the junction will be overridden by the lengths in the Junction Data Editor. Therefore, to avoid confusion, adjust the Downstream Reach Lengths in Cross Sections 167 and 69 to 0 (zero) and make sure that the length across Junction1 in the Junction Data Editor is revised to the correct length.

The documents and hydraulic modeling do not include riprap design calculations. The hydraulic modeling files provided indicate that the flow velocities at the culvert outlets will be high (approximately 17 fps and 22 fps for the 60-inch and 72-inch culverts, respectively). Detailed and accurate hydraulic modeling are required to demonstrate that energy will be adequately dissipated downstream of the culverts.

The documents and hydraulic modeling do not include scour calculations.

Summary of Key Points for Hydraulics

- The split flow analysis to determine how much flow is conveyed through the existing Felicita Road culvert in the pre-project condition and how the excess flows not conveyed through the existing Felicita Road culvert are distributed and returned to the creek within Felicita County Park is not accurate.
- Because the split flow analysis for the existing Felicita Road culvert is not accurate, comparison of pre-project and post-project velocities within the main channel of the creek within Felicita County Park is not appropriate until the split flow analysis has been corrected.
- In order to determine the baseline condition of the creek through Felicita County Park, the applicant should update the split flow analysis.
- In addition to updating flow rates in the hydraulic analysis, other corrections are needed for the channel geometry to better represent the creek sinuosity and the existing vegetation.
- Riprap design calculations and scour calculations for the creek channel were not provided.

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General Conclusions based on Provided Hydrologic and Hydraulic Analyses

Due to the issues identified above, the provided Refs do not adequately characterize impacts to the creek through Felicita County Park. However, the following general conclusions can be made regarding impacts to the creek within Felicita County Park:

- There will be an increase in flow rates in the creek through Felicita County Park due to the proposed Felicita Road culvert improvements.
- The increase in flow rates conveyed through Felicita Park will result from the project changing how flow arriving at the Felicita Road culvert from upstream (east) of Felicita Road is delivered into Felicita County Park.

These general conclusions raise several specific concerns discussed below.

Concerns about the Overall Design Concept

The increase in flow rates conveyed through Felicita County Park has the potential to increase erosion of the creek bed and banks. There are several road crossings, trails, and areas with potential cultural artifacts within Felicita County Park that are vulnerable to damage resulting from such erosion.

The reach of the creek immediately downstream of the Felicita Road culvert is particularly susceptible to damage resulting from the increased flows. This reach will experience the greatest increase in flow rates from the project, because it will receive all of the flow; whereas currently it receives only the flow that is conveyed through the existing Felicita Road culvert. This reach is rapidly meandering and susceptible to potential impact from impinging flow. Impinging flow is the flow of water striking the creek side slopes (banks) and being redirected (turned) at bends and meanders. The creek banks may be more susceptible to erosion and may be less stable in areas where impinging flow is present, and impinging flow and the negative impacts are typically amplified as the flow rate increases.

The provided Refs have evaluated only the 100-year return frequency storm. However, based on the manner in which flows are conveyed across Felicita Road in the existing condition, the impacts of the change may be amplified in the lower, more frequent storm events, such as the 2-year, 5-year, etc. storm events up to the 10-year storm event. In the existing condition, the culvert conveys only the lowest portion of the flows. Flows in a middle range, in excess of the culvert capacity but not enough to overtop Felicita Road near the existing culvert, are directed southerly and for the most part not returned to the creek until a point downstream of the main entrance of the park (i.e., only during the highest flows does overtopping near the culvert occur returning a significant portion of flow to the creek). In the proposed condition, delivery of the middle range of flows through the culvert will result in increased flows for all storm events resulting in flow rates exceeding 173 cfs, not just the 100-year storm event.

Summary of Key Concerns about the Concept

- Several road crossings, trails, and areas with potential cultural artifacts within Felicita County Park are vulnerable to damage resulting from increased erosion due to increased flows conveyed through the park.
- The impacts may be amplified in the lower, more frequent storm events such as the 2-year (or less) through the 10-year storm events.

Mr. Gary Smith
 September 3, 2021
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Maintenance Access Concerns

The project does not include maintenance access to the proposed riprap located upstream and downstream of the Felicita Road culverts. Since the elevation change is more than ten (10) feet from the roadway surface to the culvert outlet, and the roundabout/intersection is very close to the culvert outlet, it is recommended that an access ramp should be provided to maintain the facility. The easement request exhibit included in Ref 4 does not include access to the headwall. Based on coordination with County of San Diego Flood Control staff, the following are typical considerations for maintenance access to a headwall:

- An access ramp should be a minimum of 16 feet wide and should include a turnaround or hammerhead for equipment to maneuver, if feasible.
- The surface material should be determined based on the grade of the ramp and ability to take the weight of the maintenance equipment.
- Decomposed granite (DG) should be excluded as a surface option as it breaks down and erodes too easily.
- There should be fencing over the headwall and depending on site conditions a gate on the access ramp. The addition of an appropriate maintenance access ramp and fencing may impact the easement area requested.

Summary of Maintenance Access Concerns

- The project does not include maintenance access to the proposed culvert outlet in Felicita County Park. The addition of an appropriate maintenance access ramp and fencing may impact the easement area requested.

Concerns Related to Inconsistent Design Data

This review noted discrepancies in information regarding both the existing and proposed Felicita Road culverts. The roadway improvement plan (Ref 3) shows an existing 72-inch CMP and a proposed 60-inch RCP; whereas Ref 2 describes a 60-inch RCP to replace an existing 60-inch CMP and a proposed new 72-RCP. The modeling reflects the Ref 2 description. The project applicant should verify the existing and proposed Felicita Road culverts and the inconsistent information should be corrected accordingly so that the proposed improvements can be verified against the modeling and so that the modeling supports what will be constructed.

Summary of Concerns Related to Inconsistent Design Data

- There are several discrepancies in the information regarding both the existing and proposed Felicita Road culverts. The project applicant should verify the existing and proposed Felicita Road culverts.

Suggested Action Items

Given that the provided Refs do not adequately characterize the potential impacts to the creek within Felicita County Park and provide inconsistent information regarding the existing and proposed culverts, the following items should be provided to resolve the issues:

- Verify the size and type of the existing culvert and the size(s) and type(s) of culverts proposed.
- Provide an update of the Downstream Impact Analysis (Ref 2) addressing the issues described in this letter. Specifically:
 - Prepare an appropriate split flow analysis for the existing condition culvert to determine a rating curve for the existing condition split flow distribution from the expected low flow regime to the expected high flow regime (e.g., 100 cfs to 850 cfs).

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- Continue using the hydrologic model that is set up in the Downstream Impacts Analysis (i.e., no changes to hydrologic model setup except *correct the split flow distribution based on the updated split flow rating curve*).
- Execute 2-, 5-, 10-, and 100-year hydrologic models.
- Correct the HEC-RAS flow rates based on the updated split flow analysis.
- Correct the HEC-RAS geometry for the following:
 - Manning's n for channel and for riprap at culvert outlet.
 - Overbank reach lengths.
 - Downstream reach lengths at Junction 1.
- Execute 2-, 5-, 10-, and 100-year HEC-RAS hydraulic models.
- Provide detailed riprap design calculations for the culvert outlet.
- Provide a detailed assessment of erosion/scour potential and channel stability in the report including a narrative regarding erosive velocities, scour potential, and how these issues will be addressed.
- Determine the type of maintenance equipment that will be necessary to maintain the proposed Felicita Road culvert outlet and determine the maintenance access requirements based on the type of equipment. Provide a design for maintenance access.

Thank you for requesting Rick Engineering Company to provide this review. If you have any questions about this letter, please contact the project manager, Mr. Shavger Rekani at srekani@rickengineering.com, the following personnel who have performed the detailed review: Mr. Anthony Cotts at acotts@rickengineering.com and Ms. Laura Henry at lhenny@rickengineering.com or any of us by telephone at (619) 291-0707.

Sincerely,

RICK ENGINEERING COMPANY



Brendan Hastie
RCE#65809, Exp. 9/21
Principal

BH:AC:jg/C19000/191441_SWE_WR_CountyReviews/Admin/19144-SWE.001

RESOLUTION NO. 2021-174R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO DECLARING THAT ACQUISITION OF A DRAINAGE EASEMENT IN CERTAIN REAL PROPERTY BY EMINENT DOMAIN IS NECESSARY TO EXPAND THE EXISTING DRAINAGE FACILITIES LOCATED AT THE NORTH END OF THE FELICITA COUNTY PARK IN CONNECTION WITH THE PREVIOUSLY APPROVED OAK CREEK PROJECT

WHEREAS, the City of Escondido ("City") proposes to acquire a drainage easement interest in certain real property located at the south corner of Felicita Road and Park Drive in the City of Escondido, otherwise known as a portion of Assessor's Parcel Number 238-380-06-00 ("Subject Property"), which is necessary to expand the existing drainage facilities located at the north end of the Felicita County Park in connection with the previously approved Oak Creek Project ("Project"), pursuant to the authority granted to the City by Government Code section 37350.5 and Code of Civil Procedure sections 1240.040, 1240.110, and 1240.120; and

WHEREAS, pursuant to Code of Civil Procedure section 1245.235, the City scheduled a public hearing for December 1, 2021, at 5:00 p.m. at the City Council chambers located at City Hall, 201 North Broadway, Escondido, California, 92025, and gave to each person whose property is to be acquired and whose name and address appears on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in Code of Civil Procedure section 1240.030; and

WHEREAS, said hearing has been held by the City and each person whose

property is to be acquired by eminent domain was afforded the opportunity to be heard on said matters; and

WHEREAS, the City may not adopt a resolution of necessity pursuant to Code of Civil Procedure section 1240.040.

NOW THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED, by a vote of four or more of all members of the City Council of the City of Escondido as follows:

1. The above recitations are true.
2. Notice and Hearing Compliance. The City has provided notice of this hearing as required by Code of Civil Procedure section 1245.235.
3. Public Use. The public use for which the real property is to be acquired is necessary to expand the existing drainage facilities located at the north end of the Felicita County Park in connection with the previously approved Oak Creek Project. The City is authorized to acquire by eminent domain property which is necessary for such a purpose in accordance with Government Code section 37350.5 and Code of Civil Procedure sections 1240.040, 1240.110, and 1240.120.
4. Description of Property. The Subject Property is generally described as being located at the south corner of Felicita Road and Park Drive in the City of Escondido, County of San Diego, California, otherwise known as a portion of Assessor's Parcel Number 238-380-06-00. Attached hereto as Exhibit "A" is the legal description and depiction of the real property interests required for the Project, which describe the general location of the Subject Property to be acquired by the City as a drainage easement with

sufficient detail for reasonable identification.

5. Findings. The City hereby finds and determines the following:

- a. The public interest and necessity require the Project; and
- b. The Project is planned or located in the manner that will be the most compatible with the greatest public good and least private injury; and
- c. The Subject Property is necessary for the Project; and
- d. The offer required by Government Code section 7267.2 was made.

6. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the City and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the real property subject to such existing public use(s) pursuant to section 1240.510 of the California Code of Civil Procedure.

7. More Necessary Public Use. Some or all of the real property to be acquired may be devoted to other public uses or easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably

interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the City is authorized to acquire the real property appropriated to such existing public use(s) pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the real property being acquired that it determines is reasonably necessary to mitigate any adverse impact upon the existing public use.

7. Further Activities. The City Attorney and/or Best Best & Krieger LLP (“BBK”) is hereby authorized to acquire the described real property in the name of and on behalf of the City by eminent domain. BBK is further authorized to institute and prosecute such legal proceedings as may be required. BBK may take such steps as may be authorized and required by law, and make such deposits as may be required, to permit the City to take possession of and use said real property at the earliest possible time. BBK is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that is deemed necessary for the conduct of the condemnation action, or any other proceedings or transactions required to acquire the Subject Property.

**EXHIBIT "A"
EASEMENT
LEGAL DESCRIPTION**

THAT PORTION OF LOT 1, BLOCK 9 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1205 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY SEPTEMBER 1, 1909, SHOWN ON RECORD OF SURVEY NO. 21003 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JUNE 11, 2011, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN COURSE SHOWN ON SAID RECORD OF SURVEY NO. 21003 NORTH 31°28'10" WEST, 587.57 FEET, THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 31°26'57" EAST, 28.02 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 66°00'48" WEST, 44.80 FEET; THENCE NORTH 36°54'31" WEST, 33.87 FEET; THENCE NORTH 53°05'29" EAST, 46.03 FEET TO A POINT ON SAID NORTHEASTERLY LINE, BEING THE BEGINNING ON A NON-TANGENT 70.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 45°25'47" EAST, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'16", A DISTANCE OF 16.03 FEET TO THE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,780 SQUARE FEET, MORE OR LESS.

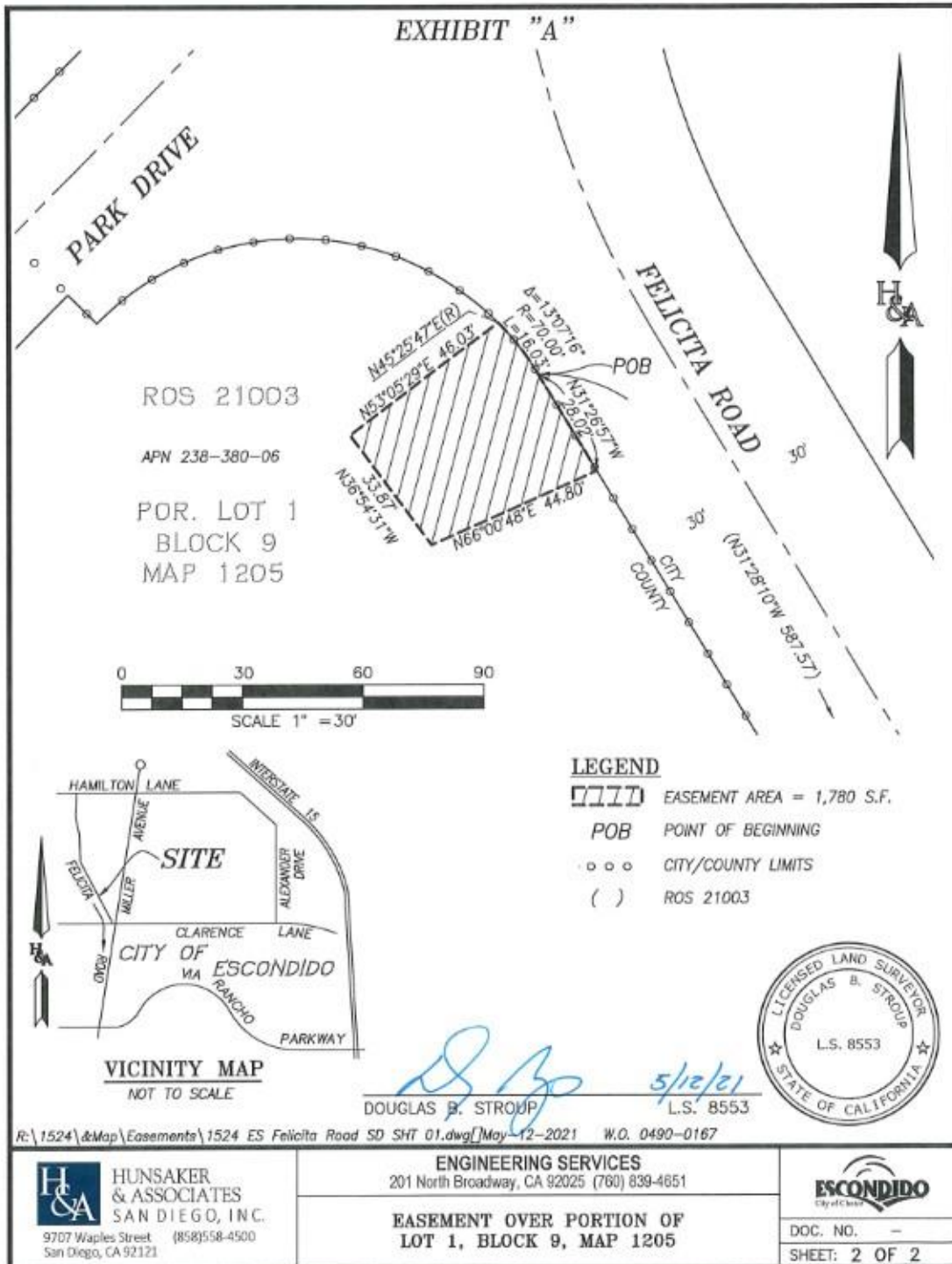


DOUGLAS B. STROUP
HUNSAKER & ASSOCIATES SAN DIEGO, INC.

5/12/21
P.L.S. 8553



Item 11.



CITY COUNCIL STAFF REPORT

Public Hearing Item No. 12

December 1, 2021

File No. 0680-50

SUBJECT: Amendment to Escondido Municipal Code Chapter 14 Pertaining to Solid Waste and Recycling, and Chapter 22 Pertaining to Wastewaters, Stormwaters, and Related Matters.

DEPARTMENT: Utilities Department, Wastewater Division, Environmental Programs and Recycling

RECOMMENDATION:

It is requested that the City Council introduce:

- Ordinance No. 2021-15, amending Escondido Municipal Code Chapter 14 - Solid Waste and Recycling; and
- Ordinance No. 2021-16 amending Escondido Municipal Code Chapter 22 - Wastewaters, Stormwaters, and Related Matters.

FISCAL ANALYSIS:

There are no direct fiscal impacts associated with these Ordinances. Funds needed to support staff in implementing and enforcing the provisions of these ordinances will be presented to City Council during review of the Annual Operating Budget, during rate hearings for Solid Waste and Recycling Service, and during rate hearings for Wastewater Collection Service.

PREVIOUS ACTION:

Concerning Ordinance 2021-15, the City Council most recently heard an update on the City of Escondido ("City") recycling programs and partnership with Escondido Disposal, Inc. ("EDI") on August 11, 2021. The annual rate increase for EDI was approved on consent at the November 3, 2021 City Council Meeting. Previously, at the November 28, 2018 City Council Meeting, staff provided an overview and analysis of programming and resource needs for organic waste regulatory compliance, and described the need for an update to the Municipal Code.

Concerning Ordinance 2021-16, the City Council adopted updates to Chapter 22 Municipal Code language in 2018 (Ordinance No. 2018-01) and in 2015 (Ordinance No. 2015-09)

BACKGROUND:

Staff are introducing updates to Chapters 14 and 22 of the Municipal Code in accordance with state and federal laws, and in alignment with model ordinances developed by state regulatory agencies. These items are brought to the City Council as a single agenda item, with two separate Ordinances for

Amendment of Municipal Code Chapters 14 and 22
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consideration. In both cases, updates and reorganizations were significant enough to warrant repeal and replacement of Code language. Therefore, no tracked changes versions have been developed as part of this staff report. Summaries of the updates are described below.

Ordinance No. 2021-15 amending Chapter 14 – Solid Waste and Recycling

In September 2016, Senate Bill 1383 (SB 1383) was signed into law to reduce – by 2025 – organic waste disposal by 75% and increase edible food recovery by 20%. SB 1383 is the most significant waste reduction mandate to be adopted in the State of California in the last 30 years. SB 1383 regulations outline specific requirements related to organics collection, edible food recovery, and compliance tracking and monitoring; mandating actions by the City, residential, and commercial organics generators and haulers to significantly reduce organics landfill disposal.

SB 1383 mandates that the City establish legal authority through the adoption of a mandatory organics recycling ordinance by January 1, 2022. Draft Ordinance 2021-15 (Attachment 1) combines and updates the City’s existing Municipal Code Chapter 14 with the model ordinance provided by the Department of Recycling and Resources Recovery (CalRecycle). The Utilities Department and the City Attorney’s Office have reviewed and updated the following provisions in Chapter 14 in accordance with state and federal law (Attachment 1):

- Changed title of Chapter 14 from “Garbage and Rubbish” to “Solid Waste and Recycling.”
- Updated, removed, and added definitions per state requirements and guidance.
- Changed Division 4. Mandatory Recycling of Article 2. Collection and Transportation to Article 5. Mandatory Separation of Recyclables, Collection and Disposal of Solid Waste and Recyclables.
 - This amendment adds multifamily residences of five (5) units or more to the definition of commercial generators to provide annual education for employees and tenants on the proper separation of waste, sufficient collection containers with labels or colors that indicate their purpose, and access to the City or EDI for inspections to confirm compliance with the requirements of this ordinance.
- Added requirements for Single Family Organic Waste Generators and Commercial Edible Food Generators. The latter category includes requirements for large events with an average of more than 2,000 individuals per day of operation that charge an admission fee.
- Added requirements for Food Recovery Organizations, including Food Recovery Capacity Planning.
- Expanded requirements for Haulers and Facility Operators to reflect addition of food waste to Organic Waste collection.
- Updated franchisee requirements related to organic waste diversion and processing.
- Other housekeeping amendments for clarity and compliance with SB 1383 regulations.

The City and EDI will continue to focus outreach efforts on education and technical assistance. Most recently, through a joint letter from the City and EDI, most commercial account holders in Escondido

Amendment of Municipal Code Chapters 14 and 22
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were notified of the state regulations on mandatory organics recycling with instructions for enrollment and obtaining collection implementation assistance. Another mass mailing to commercial account holders is planned in the coming weeks. Information is available from EDI in English and Spanish. Formal enforcement of the requirements defined in the ordinance must begin by January 1, 2024. Ordinance 2021-16 Amending Chapter 22 - Wastewaters, Stormwaters, and Related Matters

Ordinance No. 2021-16 amending Escondido Municipal Code Chapter 22 - Wastewaters, Stormwaters, and Related Matters

The City is subject to the requirements of a National Pollutant Discharge Elimination System (“NPDES”) Permit to safely operate the Hale Avenue Resource Recovery Facility (HARRF) wastewater treatment plant. Regional Water Quality Control Board (Regional Board) Order Number R9-2018-002 requires the City to regulate its sewer collection and treatment system to ensure effluent limits are met. In addition, the City is subject to an NPDES Permit for operation of the Municipal Separate Storm Sewer System (MS4), Order No. R9-2013-0001 as amended. Chapter 22 of the Escondido Municipal Code, “Wastewaters, Stormwaters, and Related Matters,” implements those NPDES permits and establishes general requirements, discharge controls and prohibitions, private connections, pretreatment, and industrial waste programs to help prevent sewage spills and other illicit discharges.

Chapter 22 was last updated by Ordinance 2018-01 on April 4, 2018. Since that time, City staff in the Utilities Department’s Wastewater Division, Environmental Programs, and the City Attorney’s office identified several sections needing clarification for the purposes of enforcement, sewer system maintenance, and pollution prevention program implementation. The City Attorney’s office also performed a thorough comparison of Chapter 22 with model pretreatment ordinance developed by the Environmental Protection Agency (EPA). Ordinance 2021-16 (Attachment 2) includes the following updates to Chapter 22 in accordance with state and federal law:

- Abbreviations (new).
- Sec. 22-1. Definitions. Added, updated, and removed select definitions per state requirements.
- Sec. 22-22. Discharges of potable irrigation runoff or overspray water is prohibited.
- Sec. 22-28. Clarified language to ensure maintenance of drainage through private property, and also prohibit blocking which may cause flooding upstream.
- Sec. 22-29. Allows the Director to execute stormwater facility maintenance agreements (new).
- Combined two lists of wastewater discharge prohibitions in section 22-37 (Specific Discharges Prohibited in Article 3. Harmful Waters and Wastes) and 22-173 (Prohibited Discharges from Article 8. Industrial Wastewaters). Specified prohibitions on discharges of the following to the sewer system: Plaster and construction material; beer or wine product; medical waste.
- Sec. 22-43. Dental Amalgam Separators (new). The EPA “Dental Rule” 40 CFR Part 441 requires dental facilities to manage amalgam waste by using separators to dispose of wastes generated prior to discharge to the HARRF. The rule went into effect in 2017 and the City has since been implementing a program to notify dental facilities and obtain one-time compliance reports since 2020, per federal regulations.

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- Sec. 22-44. National Categorical Pretreatment Standards (new).
- Sec. 22-177. Applications. Added required information for Wastewater Discharge Permits.
- Sec. 22-182. Revocation of Permit. Removed 3-day notice and added a list of reasons for revocation of a permit.
- Sec. 22-183. Unusual conditions, special agreements, and waivers. Amended to include language about inter-municipal agreements.
- Sec. 22-187. Discharge Reports. Added analytical requirements, sample collection, certification statements.
- Sec. 22-189. Inspection of Facilities. Clarify requirements with regards to City access to properties for prompt inspection of facilities.
- Other housekeeping amendments for clarity and compliance.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Deputy City Manager/Director of Utilities
11/24/21 11:55 a.m.

ATTACHMENTS:

1. Ordinance No. 2021-15
2. Ordinance No. 2021-15 Exhibit "A"
3. Ordinance No. 2021-16
4. Ordinance No. 2021-16 Exhibit "A"

ORDINANCE NO. 2021-15

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING CHAPTER 14 OF THE MUNICIPAL
CODE PERTAINING TO SOLID WASTE AND
RECYCLING

The City Council of the City of Escondido, California, does hereby ordain as follows:

SECTION 1. That proper notices of a public hearing have been given and public hearings have been held before the City Council on this issue.

SECTION 2. 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;
- c. The staff report, dated December 1, 2021, which along with its attachments is incorporated herein by this reference as though fully set forth herein; and
- d. Additional information submitted during the Public Hearing.

SECTION 3. The City Council makes the following findings:

- a. That the City Council has reviewed and considered the requirements of the State of California regarding solid waste recycling (Assembly Bill 939 of 1989 and Assembly Bill 341 of 2011), organic waste recycling (Assembly Bill 1826 of 2014), and short-lived climate pollutants to reduce organics in landfills as a source of methane (SB 1383 of 2016); and
- b. That the amendments to Escondido Municipal Code Chapter 14 pertaining to Solid Waste and Recycling as proposed by this Ordinance reflect revisions

necessary to ensure compliance with State requirements prior to January 1, 2022 and incorporate recommendations of the Model Ordinance developed by the California Department of Resources Recycling and Recovery (“CalRecycle”).

SECTION 4. That upon consideration of the staff report, City Staff recommendation, all public testimony presented at the hearing held on this issue, and the findings set forth in Section 3 this Ordinance, this City Council finds that adoption of the proposed Municipal Amendments to Chapter 14 pertaining to Solid Waste and Recycling is in the best interest of the City.

SECTION 5. That Chapter 14 of the Escondido Municipal Code is hereby renamed to “Solid Waste and Recycling” and amended as set forth in Exhibit “A” to this Ordinance and incorporated herein by this reference as though fully set forth herein.

SECTION 6. ENVIRONMENTAL REVIEW. The proposed Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Sections 15308, in that the proposed Ordinance will not result in any significant effect on the environment.

SECTION 7. SEVERABILITY. 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 8. As of the effective date of this Ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed. Renumbering and relabeling of existing ordinance title, chapter, article, and/or section headings by this ordinance does

not affect the continuing validity of existing laws. Any existing reference to an ordinance, title, chapter, article, or section heading which is renumbered or relabeled by this ordinance must be construed to apply to the corresponding provisions contained within this ordinance.

SECTION 9. The adoption of this Ordinance is not intended to affect or disrupt the continuity of the City's business or administration of its law, including but not limited to the following:

- a. Actions and proceedings that began before the effective date of this Ordinance;
- b. Prosecution for ordinance violations committed before the effective date of this Ordinance; and/or
- c. The amount, or collection, of license, fee, penalty debt, forfeiture, or obligations due and unpaid as of the effective date of this Ordinance.

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 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.

SECTION 11. This Ordinance shall become effective on the 30th day following the date of its adoption.

MUNICIPAL CODE AMENDMENT

SECTION I.

Repealing in its entirety, Chapter 14 of the Escondido Municipal Code and adopting in full new text to read as specified below.

CHAPTER 14 SOLID WASTE AND RECYCLING

ARTICLE 1. IN GENERAL

Sec. 14-1.1. Definitions.

Whenever the following defined words and phrases are used in this chapter, they shall have the definition or meaning established by this section, unless it is clearly apparent from the context in which the word or phrase appears that a different definition or meaning is intended.

1. "Animal Waste" means pet waste, manure, fertilizer, or any form of solid excrement produced by any and all forms of domestic or commercial livestock.

2. "Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

3. "CalRecycle" means the California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

4. "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

5. "Cardboard" means post-consumer waste paper grade corrugated Cardboard (#11), kraft (brown) paper bags or solid fiber boxes.

6. "City" means the City of Escondido.

7. "City Manager" means the City Manager of the City of Escondido.

8. "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multifamily Residential Dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multifamily Residential Dwelling that consists of fewer than five units is not a Commercial Business for purposes of implementing this ordinance.

9. "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery

Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

10. "Commercial Solid Waste" means Solid Waste originating from stores, offices, and other commercial sources, but does not include construction and demolition waste.

11. "Compliance Review" means a review of records by the City to determine compliance with this ordinance.

12. "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

13. "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

14. "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

15. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

16. "Construction Waste" or "Construction Site Debris" means and includes sweepings, rocks, stones, bricks, plaster, or other building materials whether combustible or noncombustible, resulting from construction, remodeling, repair, or demolition of old buildings or resulting from new construction of any other structure and pavement.

17. "City Council" or "Council" means the city council of the City of Escondido.

18. "Curbside Collection" means the collection of recyclables or refuse from the curb or alleyway.

19. "Designated Source Separated Organic Waste Facility", as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:

a. The facility is a "transfer/processor," as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.

i. If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition for two consecutive reporting periods, or three reporting periods within three years, the facility shall not qualify as a "Designated Source Separated Organic Waste Facility".

b. The facility is a "composting operation" or "composting facility" as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5.

i. If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), for two consecutive reporting periods, or three reporting periods within three years, the facility shall not qualify as a "Designated Source Separated Organic Waste Facility." For the purposes of this ordinance, the reporting periods shall be consistent with those defined in 14 CCR Section 18815.2(a)(49).

20. "Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

21. "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

22. "Franchisee" means any refuse collector or recycling agent authorized by the City Council of the City of Escondido, pursuant to the procedures established by this chapter.

23. "Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

24. "Enforcement Official" means the City Manager or other executive in charge or their authorized Designee(s) who is/are partially or entirely responsible for enforcing this ordinance.

25. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's, or its Designee's, reasonable opinion

would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multifamily Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's or its Designee's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by Jurisdiction or its Designee for collection services.

26. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

27. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

28. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

29. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- a. A food bank as defined in Section 113783 of the Health and Safety Code;
- b. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- c. A nonprofit charitable temporary Food Facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7). If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

30. "Food Recovery Service" means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

31. "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps

excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

32. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

33. "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

34. "Food Waste" means Food Scraps and Food-Soiled Paper.

35. "Glass Bottles and Jars" means food and beverage glass containers including container glass covered by the deposit law, and excluding household and kitchen containers such as drinking glasses, cups, and cooking and serving dishes.

36. "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.

37. "Gray Container Waste" means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

38. "Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

39. "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

40. "Hauler Route" means the designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

41. "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

42. "Inspection" means a site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food

handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

43. "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

44. "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

45. "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

46. "Metal" means recoverable aluminum, tin and bi-metal materials such as used beverage containers, siding, and other recyclable manufactured metal items.

47. "Mixed Paper" means and includes catalogs, cereal boxes, colored paper, computer paper, construction paper, cracker boxes, envelopes (non-padded), envelopes with windows, grocery bags (brown), junk mail, legal pad backings, magazines, shoe boxes, telephone books and white ledger paper.

48. "Multifamily Residential Dwelling" or "Multifamily" means of, from, or pertaining to residential premises with five or more dwelling units. Multifamily premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

49. "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

50. "Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

- a. Special district(s) located within the boundaries of the City;

- b. Federal facilities, if any, including military installations, located within the boundaries of the City;
- c. Facilities operated by the State park system located within the boundaries of the City, if any;
- d. Public universities (including community colleges) located within the boundaries of the City;
- e. County fairgrounds located within the boundaries of the City;
- f. State agencies located within the boundaries of the City, if any.

51. "Notice of Violation" or "NOV" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

52. "Occupant" means and includes every owner of and every tenant or Person who is in possession of, is the inhabitant of, or has the care and control of an inhabited residence or a Place of Business including, but not limited to, the United States, the State of California, the county of San Diego, the city of Escondido, and every other local agency.

53. "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, Yard Waste, organic textiles and carpets, lumber, wood, Paper Products, printing and writing Paper, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

54. "Organic Waste Generator" means a Person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

55. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

56. "Person" as used in this chapter means any individual, firm, corporation, association or group or combination acting as a unit.

57. "Place of Business" means any hotel, motel, trailer court, Restaurant, cafeteria, market, hospital, or any educational, professional, commercial or industrial establishment of any nature whatsoever, where there is an accumulation of refuse.

58. "Prohibited Container Contaminants" means the following: (a) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (b) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green Container; (c) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to

be placed in City's Green Container and/or Blue Container; and, (d) Excluded Waste placed in any container.

59. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

60. "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

61. "Recyclable Material" means materials that are recyclable and/or reusable within the following categories of residential, commercial (office and hospitality), and industrial as defined more specifically by resolution of the City Council, including: printing and writing papers, glass, Cardboard, rigid plastics and empty plastic beverage bottles and containers, newspaper, White Goods, tin cans, ferrous Metal, aluminum, or other materials which may be recycled for use in an altered form, that has been segregated from other Solid Waste and placed at a designated collection location for the purpose of collection and recycling.

62. "Recycling Operator" means a Person or Persons, firm, partnership, joint venture, association or corporation engaged in the collection and recycling of waste and other discarded materials. For the purposes of this chapter, "recycling" shall mean as established by Government Code Section 66716.6

63. "Regional Agency" means regional agency as defined in Public Resources Code Section 40181.

64. "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

65. "Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

66. "Residential Dwelling Unit" means each place used for residential dwelling purposes for a single family. A structure may have one or more Residential Dwelling Units. No place used primarily for business purposes shall be considered as a Residential Dwelling Unit.

67. "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

68. "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

69. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

70. "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

71. "Scavenging" means the uncontrolled and/or unauthorized removal of Solid Waste materials, Recyclable Materials, or Organic Waste.

72. "Self-Hauler" means a Person, who hauls Solid Waste, Organic Waste or Recyclable Material he or she has generated to another Person. Self-Hauler also includes a Person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

73. "Single-Family" means of, from, or pertaining to any residential premises with fewer than five units.

74. "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish; ashes, bottles, broken crockery, glass; such industrial, domestic, and organic Solid Wastes or residue of animals sold for meat; Offal, animal excreta, or the carcasses of animals, fish or fowl; industrial wastes; demolition and Construction Wastes that cannot be reused; abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, and other discarded solid and semi Solid Wastes, with the exception that Solid Waste does not include any of the following wastes:

a. Hazardous waste, as defined in the State Public Resources Code Section 40141.

b. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

c. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

75. "Solid Waste Collector" means any Person or Persons, firm, partnership, joint venture, association or corporation engaged in the collection, transportation or disposal of refuse in the City.

76. "Solid Waste Disposal" includes the collecting, transporting and disposal of Solid Waste in the City.

77. "Solid Waste Disposal Operator" is synonymous with "refuse collector," "contractor" or "collector."

78. "Source Separated" means materials, including commingled Recyclable Materials or Organic Waste, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

79. "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding carpets, Non-Compostable Paper, and textiles.

80. "State" means the State of California.

81. "Streets" mean the public Streets, ways, alleys and places, except State freeways, as the same now or may hereafter exist within the City.

82. "Supermarket" means a full-line, self-service retail store with gross annual sales of \$2,000,000 or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

83. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- a. Supermarket;
- b. Grocery Store with a total facility size equal to or greater than 10,000 square feet;
- c. Food Service Provider;
- d. Food Distributor; or
- e. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

84. "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet;
- b. Hotel with an on-site Food Facility and 200 or more rooms;
- c. Health facility with an on-site Food Facility and 100 or more beds;
- d. Large Venue;
- e. Large Event;
- f. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet; or
- g. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

85. "Transfer Station" means the City's designated site where collected refuse may be transferred to vehicles which will haul the refuse to a disposal site.

86. "Truck" means any Truck, trailer, semi-trailer, conveyance or vehicle used or intended to be used for the purpose of collecting refuse or to haul or transport refuse.

87. "White Goods" means large enameled appliances such as refrigerators, ovens, and washing machines.

88. "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

89. "Wood Waste" means lumber and wood products but excludes painted wood, wood treated with chemicals and pressure treated wood.

90. "Yard Waste" means landscaping and pruning waste such as leaves, grass, weeds, and wood material from trees and shrubs that are less than four feet in length and six inches in diameter.

Sec. 14-1.2. City Manager duties and authority.

- A. The City Manager is hereby authorized and empowered to adjust, settle, or cancel any charge required or made under this chapter or any controversy which may arise in the administration of this chapter.
- B. The City Manager, or his/her Designee, is hereby authorized to execute, on behalf of the City, any contract, agreement, or other authorization pursuant to this chapter.
- C. The City Manager shall have charge and supervision of the collection and removal of Solid Waste, Recyclable Material, and Organic Waste and shall prescribe and establish the routes and days for such collection and removal from the various parts of the City so as to conform with the provisions of this chapter. The manager shall have the authority to change such routes and days from time to time.
- D. When the routes and days of collection of Solid Waste, Recyclable Material, and Organic Waste are established or changed as authorized by this chapter, the City Manager shall give notice thereof in such manner as he/she deems best.
- E. The type of watertight, Metal body, or container required in vehicles transporting or carrying Solid Waste, Recyclable Material, and Organic Waste over the public Streets and the method of hauling Solid Waste, Recyclable Material, and Organic Waste in vehicles shall be subject to the regulation and approval of the City Manager.
- F. The City Manager, or his/her Designee, shall have responsibility for the enforcement of all provisions of this chapter. Violations of this chapter and regulations adopted pursuant to this chapter will be prosecuted in the same manner as other violations of the City code; however, nothing in the regulations shall prevent the authorized agents or deputies from efforts to obtain voluntary compliance by way of warning, Notice of Violation, or educational means.

Sec. 14-1.3. Severability.

- A. If any section, subsection, sentence, clause, or phrase of this chapter is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions. The City Council of the City of Escondido hereby declares that it would have passed this chapter and each section, subsection, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional, and would have passed and adopted the same, even though any parts, sections, subsections, sentences, clauses or phrases that may be held invalid had been omitted therefrom.
- B. The provisions of this chapter are intended to augment and be in addition to other provisions of the Escondido Municipal Code. Whenever the provisions of this chapter impose a greater restriction upon Persons, premises, or practices than are imposed by other provisions of the Escondido Municipal Code or applicable law, the provisions of this chapter shall control.

Sec. 14-1.4. City Council authority.

- A. The City Council will, from time to time, appropriate such funds as are necessary to carry out the provisions of this chapter.

- B. The City Council shall have the authority to make other reasonable rules and regulations concerning individual collection, disposal, and hauling of Solid Waste, Recyclable Material, or Organic Waste over City Streets by private Persons, or relating to the operation of a Transfer Station.
- C. The City Council by resolution shall designate materials to be recycled in accordance with this chapter.
- D. Recycling fees and exceptions from recycling fees under this chapter may be established by resolution of the City Council.

ARTICLE 2. CONTAINERS

Sec. 14-2.1. Use of containers required.

All accumulations of Solid Waste, Recyclable Materials and Organic Waste shall be placed in the containers as required by this chapter.

Sec. 14-2.2. Containers.

- A. It shall be the duty of the Occupants of residential, Commercial, and industrial occupancies to maintain containers for the accumulation and disposal of Solid Waste, Recyclable Material, and Organic Waste. Such containers must be adequate to contain the amount of refuse ordinarily accumulated at such place during the intervals between collection.
- B. All containers or receptacles used for the reception, removal, and disposal of Solid Waste, Recyclable Material, and Organic Waste or other refuse shall be water-tight, in good condition, clean and free of putrescible residue, constructed of a material of suitable strength and durability, shall be tight-seamed and provided with handles and tight-fitting lid or cover, which lid shall be and remain affixed to the container at such time as the Solid Waste, Recyclable Material, Organic Waste, and other refuse are placed within the container.
- C. Organic Waste, including Yard Wastes, may be deposited in well-constructed containers having a capacity not in excess of 96 gallons each (residential) and which, when filled, do not collectively exceed a weight of 50 pounds.
- D. No Person shall fill any container with Solid Waste, Recyclable Material, Organic Waste, or other refuse above the top of the container to such extent as to permit the contents of any container to be blown or otherwise strewn about. Paper bags and Cardboard containers shall not be used as containers for the disposal of Solid Waste, Recyclable Material, Organic Waste, and other refuse.
- E. Where a Franchisee, pursuant to a franchise agreement under this chapter, provides carts/containers for refuse, all refuse and recyclables must be containerized only in the carts/containers provided by the Franchisee at the cost and under the terms set out in the franchise agreement. Containers provided by the Franchisee are the sole property of the Franchisee and may not be removed from the residential premises for which they are provided. Franchisee shall be responsible for normal wear and tear of such containers. Costs to repair damages beyond ordinary wear and tear shall be borne by the resident. Costs for additional

carts/containers shall be borne by the resident. All costs shall be as set out in the franchise agreement

F. All containers provided by a Franchisee for collection of Solid Waste, Recyclable Material, and Organic Waste shall be clearly labeled and shall contain the name, address, and phone number of the Franchisee.

G. In Commercial and business zones, containers shall be metal lined, leak proof, constructed of noncombustible materials, provided with an impervious lid, and approved by the fire department or its representative as providing adequate protection against fire hazard.

H. Containers which fail to comply with the requirements of this chapter, or which have deteriorated to the point where they are no longer in compliance will be marked by the collector and will not be collected.

Sec. 14-2.3. Placement of containers generally.

A. It shall be the duty of Occupants of residential property to set out or place containers or receptacles for collection and removal of Solid Waste, Recyclable Material, and Organic Waste not otherwise transported by the Occupant pursuant to this chapter, as follows: in the street at the curb line in front of the premises occupied by the Person for collection by the Franchisee on the day specified by the Franchisee for collection of the Solid Waste, Recyclable Material, or Organic Waste; provided, that the Franchisee may designate some other location for the placement of containers and receptacles to expedite collection.

B. It shall be unlawful to place, deposit, or permit to remain any Solid Waste, Recyclable Material, or Organic Waste containers on the curbs, parkways, or sidewalks of any public street located in residential areas before 6 p.m. on the day prior to collection, or after 6 p.m. on the day of collection after the materials have been removed or collected.

C. Each owner, Occupant, tenant, or lessee of a house or building used for residential, business or Commercial purposes shall maintain supervision and surveillance over the Solid Waste, Recyclable Material, and Organic Waste containers and receptacles on the premises, and shall maintain the same in a sanitary condition. If the containers or receptacles should not be emptied and the contents removed on the date and time scheduled by the Franchisee, they should immediately notify the City or the Franchisee to forthwith arrange for the collection and disposal of the refuse.

D. Junk, salvage, and other Solid Waste which exceeds the limitations specified in this chapter may, in the discretion of the Franchisee, be scheduled for special collection upon the application of the Occupant of the premises. Special collection charges may be assessed by the Franchisee for this service.

E. Notwithstanding subsection B of this ordinance, the City Manager may temporarily allow a Franchisee to place a Commercial Solid Waste, Recyclable Material, or Organic Waste collection container in that portion of a roadway reserved for the parking of vehicles; provided, that the Franchisee shall first agree to defend and indemnify the City for any damage, liability, or claim in any manner caused by the existence of the container at the allowed location; and provided

further, that the Franchisee shall agree to comply with any conditions deemed necessary by the City Manager to protect the public health, safety, or welfare.

Sec. 14-2.4. Placement of containers for Recyclable Material.

A. A Recycling Operator holding a valid Class II franchise may place collection containers on public or private property as follows:

1. On public property with the written permission of the City Manager;

2. On private property with the written permission of the owner, lessee or Person entitled to immediate possession of the property.

B. All collection containers for Recyclable Materials shall be constructed of a solid material and be designed to ensure that the Recyclable Material is confined within the container. All collection containers shall contain the name, address and telephone number of the Recycling Operator.

C. Any container for Recyclable Material placed upon public property in violation of this chapter may be removed by the City according to the following provisions:

1. If the container is placed upon a public street or on a public street right-of-way, so as to cause a hazard to the traveling public, the container may be immediately removed without notice. After removal, the City shall attempt to ascertain the identity of the owner, and if the identity of the owner is ascertained, shall notify the owner of the removal and of the owner's right to reclaim the container.

2. If the container is placed upon public property other than in a manner subject to subparagraph 1 of this subsection C, the container may be removed by the City 10 days after the posting of a notice to remove on the container. The notice to remove shall be of a size not less than eight and one-half by 11 inches and shall contain a statement substantially as follows:

THIS CONTAINER HAS BEEN PLACED ON PUBLIC PROPERTY IN VIOLATION OF CHAPTER 13 OF THE ESCONDIDO MUNICIPAL CODE. IF THIS CONTAINER IS NOT REMOVED ON OR BEFORE _____ (DATE 10 DAYS FROM DATE OF POSTING OF NOTICE), IT WILL BE REMOVED BY THE CITY, YOU WILL BE REQUIRED TO PAY THE COSTS OF REMOVAL. IF YOU DO NOT CLAIM THIS CONTAINER FROM THE CITY WITHIN 30 DAYS AFTER ITS REMOVAL, THE CONTAINER MAY BE DESTROYED OR OTHERWISE DISPOSED OF BY THE CITY.

3. If the container is removed by the City according to this subsection C, the City shall retain the container for 30 days, during which it shall use reasonable efforts to identify the owner. If the container is not reclaimed by the owner within the 30-day period, the City may destroy or otherwise dispose of the container.

4. If the container is removed by the City, the cost of the removal shall be charged against the owner of the container.

ARTICLE 3. STORAGE, DUMPING, BURYING, BURNING, AND DISPOSAL

Sec. 14-3.1. Duration of storage.

It is unlawful for any Person to store or accumulate any Solid Waste, Recyclable Material, Organic Waste or other refuse in any container or at any location other than as hereinabove set forth, or for any length of time determined by the City Manager or Designee to be an environmental concern, public health hazard, or nuisance.

Sec. 14-3.2. Storage, Dumping, Burning, Burying Prohibited

A. Other than as herein set forth, it is unlawful and a misdemeanor for any Person to dump, burn, bury or otherwise dispose of, or store or accumulate, any Solid Waste, Recyclable Material, or Organic Waste on any private or public property within the City; provided, however, that Yard Waste or Organic Waste may be permitted for the purpose of composting under such circumstances and conditions as are established by the City Manager.

Sec. 14-3.3. Solid Waste, Recyclable Material, and Organic Waste disposal.

A. Solid Waste Disposal operators shall dispose of collected wastes, at contractor's or Franchisee's expense, at an authorized landfill or Transfer Station in a manner satisfactory to the City, and in accordance with all state and local taxes and regulations.

B. Recyclable Material and Organic Waste operators shall properly dispose of all collected waste not recycled in the manner established by this chapter.

Sec. 14-3.4. Special provisions regarding method of disposal.

A. The removal of wearing apparel, bedding or other refuse from homes, hospitals or other places where highly infectious or contagious diseases have prevailed shall be performed under the supervision and discretion of the County Health Officer, and such Solid Waste, Recyclable Material, or Organic Waste shall neither be placed in containers or receptacles nor left for regular collection and disposal.

B. Highly flammable or explosive or radioactive Solid Waste, Recyclable Material, or Organic Waste shall not be placed in containers or receptacles for regular collection and disposal, but shall be removed under the supervision of the City Fire Department at the expense of the owner or possessor of the material.

C. Solid Waste, Recyclable Material, or Organic Waste containing water or other liquids shall be drained before being placed in a container or receptacle. Matter which is subject to decomposition shall be wrapped in paper or other material before being placed in a container or receptacle.

D. No battery acid, poisonous, caustic or toxic material, or other substance capable of damaging clothing or causing injury to Persons shall be mixed or placed with any Solid Waste, Recyclable Material, or Organic Waste which is to be collected, removed or disposed of by the City or its agent. Such items shall be removed at the Occupant's expense only after arrangements have been made with the City or its agent for such removal.

E. Animal Wastes, as herein defined, shall be treated as Solid Waste unless or until the City establishes a program to process it as Organic Waste.

ARTICLE 4. SCAVENGING, TRANSPORTATION, AND COLLECTION

Sec. 14-4.1. General prohibitions.

A. Unless otherwise authorized pursuant to this chapter, it shall be unlawful to remove, collect, carry, or transport Solid Waste, Recyclable Material, or Organic Waste within the City.

B. No Persons shall cast, place, sweep or deposit anywhere within the City, any Solid Waste, Recyclable Material, or Organic Waste in such manner that it may be carried or deposited by wind or rain on any Streets, sidewalk, alley, sewer, storm drain, parkway, or other public place, or into any occupied premises within the City.

C. No Person shall gather, collect, or remove any Solid Waste, Recyclable Material, Organic Waste, Construction Site Debris, Yard Waste, or other refuse from any receptacle or place in which the same may be placed for collection or removal, or interfere with or disturb any such receptacle from any location where the same is placed by the owner thereof, without having a written contract or franchise with the City to collect and remove Solid Waste, Recyclable Material, or Organic Waste, and unless such Person shall be designated by such contract or franchise to collect Solid Waste, Recyclable Material, or Organic Waste and dispose of the same; provided, however, that the Occupant of any premises may remove any Solid Waste, Recyclable Material, or Organic Waste accumulated on the premises occupied by him and dispose of the same in a lawful manner; and further, one who enters into a contract to trim trees, shrubbery, gardens or lawns may dispose of the resultant Yard Waste.

D. No Person, including a contractor or Franchisee authorized to collect Solid Waste, Recyclable Material, or Organic Waste shall drop, spill, or permit such material to fall upon private grounds or public Streets in the City.

Sec. 14-4.2. Scavenging prohibited.

No Person, other than the owner thereof, the owner's agents or employees, an officer or employee of the City, or a Person holding a franchise issued pursuant to this title, or a Franchisee's agents or employees authorized for such purposes, shall do any of the following:

A. Tamper or meddle with any Solid Waste, Recyclable Material, or Organic Waste collection container;

B. Tamper or meddle with the contents of any Solid Waste, Recyclable Material, or Organic Waste collection container;

C. Remove the contents of any Solid Waste, Recyclable Material, or Organic Waste collection container;

D. Remove any Solid Waste, Recyclable Material, or Organic Waste collection container from the location where the container has been placed by the owner of the container or the owner's agent; or

E. Remove, tamper, or meddle with, any Solid Waste, Recyclable Material, or Organic Waste set out for collection, pursuant to the provisions of this title, on private property or on any sidewalk, street or public right-of-way.

Sec. 14-4.3. Special collections available; payment for services.

In the event any Person within the City desires to have Solid Waste, Recyclable Material, or Organic Waste collections more frequent than provided by this chapter, or amounts of Solid Waste, Recyclable Material, or Organic Waste collected at each collection in excess of the maximum amount permitted by this chapter, such Person shall enter into an agreement with one contracting with the City for the removal and transportation of Solid Waste, Recyclable Material, or Organic Waste for the providing of such additional service upon such terms as may be mutually agreeable between such Person and the contractor, and payment for such additional service shall be made directly to the contractor.

Sec. 14-4.4. Transfer of Solid Waste, Recyclable Material, or Organic Waste

Nothing in this chapter shall be construed to prevent the transfer of Solid Waste, Recyclable Material, or Organic Waste to Transfer Stations within City limits for collection authorized by this chapter; provided, that such Transfer Stations should not be conducted in violation of any county, State, or federal or City ordinance. Where the City operates a Transfer Station, users of the station shall follow the rules established for the station by the City Manager.

Sec. 14-4.5. Transporting vehicles to have metal-lined, watertight body.

All vehicles used to collect, remove, transport, or carry Solid Waste, Recyclable Material, or Organic Waste over the public Streets of the City shall have a metallic-lined and watertight body.

Sec. 14-4.6. Body of vehicle to be covered when not in use.

When not actually collecting Solid Waste, Recyclable Material, or Organic Waste the body of a vehicle used to collect Solid Waste shall be covered with a tarpaulin or other suitable covering in order to eliminate offensive odors, flies, or loss of garbage.

Sec. 14-4.7. No parking of loaded Trucks at night.

No Person shall leave trailers or Trucks loaded with Solid Waste, Recyclable Material, or Organic Waste parked for over a 24-hour period on the City Streets.

Sec. 14-4.8. Collection from parks, playgrounds, government buildings.

A Solid Waste, Recyclable Material, or Organic Waste contractor or Franchisee shall, without charge, collect the Solid Waste, Recyclable Material, or Organic Waste from public parks, playgrounds, and City government buildings from the receptacles in which the same is confined. Pickups will be made as requested by City departments.

Sec. 14-4.9. Unlawful collection.

A. Unless otherwise authorized pursuant to this chapter, it is unlawful for any Person to allow, franchise, or enter into any agreement whatsoever for the collection or transportation of refuse within the City.

B. The following types of collection or transportation of Solid Waste are exempted from the contract and franchise requirements of this chapter:

1. The collection and removal of Yard Waste by individual residents and by individuals doing business as professional landscapers, when the collection is directly related to work done on the property from which the Yard Waste are collected or removed.

2. A contractor or Franchisee shall not be required to collect hazardous or dangerous materials as part of regular collection activity under any contract or franchise with the City pursuant to this chapter. Liquid and dry caustics, acids, biohazardous, flammable, explosive materials, insecticides, and similar substances shall not be deposited in collection containers. A contract or franchise for the collection of hazardous or dangerous materials shall be handled under separate agreement between the City's contractor, City's Franchisee, or other qualified haulers and the customer in accordance with the provisions of the California Health and Safety Code and all other applicable laws pertaining to the collection hazardous or dangerous materials.

3. Medical waste (as defined in the California Medical Waste Management Act) shall not be collected by the City's contractor or Franchisee. Institutions producing such medical wastes shall store, dispose, and handle such material only in the manner as approved by the San Diego County Health Officer or their designated deputy in accordance with the California Health and Safety Code.

4. The use of garbage disposal devices authorized by the Uniform Plumbing Code.

5. The periodic transportation and disposal of Solid Waste generated from the Occupant's property by Occupants to an authorized landfill.

C. Nothing in this chapter shall preclude from transporting for his or her own benefit Recyclable Material generated by the Person or on the Person's property to an authorized Recyclable Material collection facility; provided, however, that nothing in this section shall be construed to allow the unauthorized collection or removal of Recyclable Material set aside for recycling or pick-up by a franchised Recycling Operator.

Sec. 14-4.10. Solid Waste, Recyclable Material, and Organic Waste removal.

A. All Solid Waste, Recyclable Materials, and Organic Waste created, produced, or accumulated in or about a dwelling house or place of human habitation in the City shall be mandatorily removed from the premises at least once each week, with the exceptions that no pickup will occur on Thanksgiving Day, Christmas Day and New Year's Day, providing one week's prior notification is made to affected Persons or establishments.

B. All Solid Waste, Recyclable Material, or Organic Waste created, produced, or accumulated at hotels, Restaurants, boardinghouses, or other business houses shall be

mandatorily removed from the premises at least once a week. The San Diego County health department may require a greater number of collections per week. It is declared to be unlawful and a misdemeanor for the occupancy of any premises described in this section to fail or neglect to provide for the removal of refuse. An exemption to the mandatory service may be applied for under the condition that the individual or property owner shows proof of use of a City-approved Solid Waste, Recyclable Material, or Organic Waste collection alternative. Such exemptions may be approved by the City Manager or City Manager's Designee. Each day's violation of this section shall be treated and considered as a separate and distinct offense.

Sec. 14-4.11. Frequency between collections in residential areas.

In the residential areas of the City, no more than eight days shall elapse between one collection of Solid Waste, Recyclable Material, or Organic Waste and the next, and the routes of collection shall be so arranged that collections will be made on the same days of each succeeding week.

Sec. 14-4.12. Collections from Commercial and industrial establishments.

Every Commercial or industrial business may enter into an agreement with the one contracting with or franchised by the City for the removal and transportation of Solid Waste, Recyclable Material, Organic Waste, Yard Waste, and Construction Site Debris for collection services as may be required, and the payment for such services in excess of the amount entered upon the water bills rendered by the City shall be made directly to the contractor pursuant to the requirements of this chapter.

ARTICLE 5. MANDATORY SEPARATION OF RECYCLABLE MATERIAL AND ORGANIC WASTE

Sec. 14-5.1. Mandatory separation of Recyclable Materials, collection and disposal of Solid Waste and recyclables.

- A. It shall be mandatory for all Occupants to separate from Solid Waste, for recycling purposes, all Recyclable Materials and Organic Waste and otherwise participate in recycling through the collection service provided by an agency or Franchisee contracted with the City.
- B. A responsible Occupant is not prohibited from using alternative collection and disposal methods which are not in conflict with the provisions of this code.
- C. Nothing in this section shall preclude any Person from self-hauling Recyclable Materials generated by that Person to an authorized recycling facility or operator. An Occupant may transport Recyclable Materials generated at its business or property to an authorized recycling facility or operator (rather than utilizing an agency or Franchisee contracted with the City). The City Manager, or his/her Designee, may restrict or prohibit self-hauling by an Occupant if the City Manager, or his/her Designee, determines, after providing notice and an opportunity for a hearing, that the Occupant's self-hauling activities violate the provisions of this chapter or any other applicable law or regulation.
- D. Nothing in this section shall preclude any Occupant from selling or exchanging at fair market value, for reuse or recycling, recyclables generated from that business, Commercial or

residential property; or from donating to another entity for reuse or recycling recyclables generated from that business, Commercial or residential property.

E. It is unlawful for any Person to fail to separate Recyclable Material. Violations of this section shall be punishable as provided in this code. Nothing in this subsection shall prevent the City from obtaining voluntary compliance with the provisions of this section through educational programs, issuance of warning notices, or other means.

Sec. 14-5.2. Single Family Organic Waste Generators

Single Family Organic Waste Generators shall:

A. Subscribe to City's Organic Waste collection services for all Organic Waste generated as described in this ordinance. The City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

B. Participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers, as described in this chapter, and shall not place Prohibited Container Contaminants in collection containers. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

Sec. 14-5.3. Organic Waste Generators that are Commercial Businesses, including Multifamily Residential Dwellings

Generators that are Commercial Businesses, including Multifamily Residential Dwellings, shall:

A. Subscribe to the City's three-container collection services and comply with requirements of this ordinance, except Commercial Businesses that meet the Self-Hauler requirements in this ordinance. The City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

B. Except Commercial Businesses that meet the Self-Hauler requirements of this ordinance, participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

C. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with subparts G(4)(a) and G(4)(b) below) for employees, contractors, tenants, and customers, consistent with the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with section K of this ordinance.

D. Excluding Multifamily Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

1. A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of 14 CCR Section 18984.9 prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first, or

2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

E. Pursuant to 14 CCR Section 18984.9(b), Multifamily Residential Dwellings are not required to comply with container placement requirements or labeling requirement in subsection G(4) of this ordinance.

F. To the extent practical through education, training, Inspection, and/or other measures, excluding Multifamily Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with section K of this ordinance.

G. Excluding Multifamily Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

H. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

I. Provide education information before or within 14 days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

J. Provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with section L of this ordinance to confirm compliance with the requirements of this ordinance.

K. Accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with subsection G(2). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers.

L. At Commercial Business's option and subject to any approval required from the City, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Gray Containers subject to written notification to or approval by the City or its Designee.

M. If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in section K of this ordinance.

N. Nothing in this section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

O. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to subsection I of this ordinance.

Sec. 14-5.4. Waivers for Organic Waste Generators

A. De Minimis Waivers. The City may waive a Commercial Business' obligation (including Multifamily Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in this section. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in this section.

2. Provide documentation that either:

a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

3. Notify the City if circumstances change such that Commercial Business' Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

4. Provide written verification of eligibility for de minimis waiver every 5 years, if the City has approved de minimis waiver.

B. Physical space waivers. The City may waive a Commercial Business' or property owner's obligations (including Multifamily Residential Dwellings) to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements. A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

3. Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.

C. Review and Approval of Waivers by City. The City Manager or the City Manager's Designee shall be responsible for review and determination of any waiver submitted to the City for approval.

Sec. 14-5.5. Requirements for Commercial Edible Food Generators

A. Pursuant to 14 CCR Section 18991.3, Tier One Commercial Edible Food Generators must comply with the requirements of this section I commencing on January 1, 2022, and Tier Two Commercial Edible Food Generators must comply with the requirements of this section I commencing on January 1, 2024.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this section, commencing on January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
6. Provide an annual Food Recovery report to the City:
 - a. No later than July 1, 2022 for Tier One Commercial Edible Food Generators, and annually by July 1 thereafter;
 - b. No later than July 1, 2024 for Tier Two Commercial Edible Food Generators, and annually by July 1 thereafter;
 - c. Each annual Food Recovery report shall include all records required in e(i);

d. Each annual Food Recovery report shall include the amount and type of Edible Food that was not accepted by Food Recovery Organizations or services for donation.

D. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

Sec. 14-5.6. Requirements for Food Recovery Organizations

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service that transports Edible Food to for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

D. Commencing on January 1, 2022, and annually thereafter, Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).

E. Food Recovery Capacity Planning: In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

Sec. 14-5.7. Requirements for Haulers

A. Exclusive franchised hauler providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

1. Through written notice to the City annually on or before January 1, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.

2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

3. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting Construction Waste or Construction Site Debris in a manner that complies with 14 CCR Section 18989.1 and the City's municipal code.

B. Exclusive franchised hauler authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City.

Sec. 14-5.8. Requirements for Facility Operators and Community Composting Operations

A. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and

permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

B. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

Sec. 14-5.9. Self-Hauler Requirements

A. Self-Haulers shall source separate all Recyclable Materials and Organic Waste generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

C. Self-Haulers that are Commercial Businesses (including Multifamily Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.
2. The amount of material in cubic yards or tons transported by the generator to each entity.
3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

D. Self-Haulers that are Commercial Businesses (including Multifamily Self-Haulers) shall provide information collected in subsection K(3) to the City.

E. A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in subparts K(3) and (4).

Sec. 14-5.10. Inspections and Investigations by City.

A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multifamily Residential Dwellings),

property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This section does not allow City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with subsection G(2) or H(2) of this ordinance, City may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to section G or H of this ordinance.

B. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

C. Any records obtained by a City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

D. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

E. City shall receive written complaints from Persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

Sec. 14-5.11. Enforcement.

A. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City's Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

ARTICLE 6. CONTRACTS AND FRANCHISES

Note

*State law reference—Authority to contract for collection or disposal of Solid Waste, Public Resources Code 49300

Sec. 14-6.1. Contract or Franchise for Solid Waste collection – Establishment of charges.

A. Disposal and collection of Solid Waste and recycling of Recyclable Materials and Organic Waste are services to be performed in the City in accordance with the provisions of this chapter. The City Council may, from time to time, issue one or more exclusive or semi-exclusive contracts or franchises to those Persons or entities meeting the criteria of this chapter, and such other standards as may be established by resolution of the City Council, regarding the collection of Solid Waste, Recyclable Material, or Organic Waste from Commercial, business, industrial and residential properties. So long as a contract or franchise remains in force, collection of material provided for herein may be made only in accordance with the terms and conditions of this chapter and the applicable contract or franchise. The fees and charges for such collection, removal, and disposal services shall be those which the City Council may, from time to time, hereafter approve by resolution.

B. Except as specified herein, no Person shall collect, remove, or dispose of any Solid Waste, Recyclable Material, or Organic Waste within the City, nor transport the same over any public Streets or rights-of-way, unless a contract or franchise to do so has first been approved from the City Council. The contractor or Franchisee shall at all times comply with the provisions of this chapter, and all other applicable regulations and laws. For purposes of this chapter, collection does not include the random picking up of loose litter from public places or places open to the public.

C. Collection, removal, and disposal of hazardous Solid Waste is not subject to the provisions of this chapter.

D. The City Council shall not issue more than two Class I franchises or one Class II franchise, unless the City Council finds that public convenience and necessity require additional franchises.

Sec. 14-6.2. Power of City Council to issue contracts or franchises for disposal and collection.

The City Council shall have the power to issue and determine the terms of any contract or franchise for the collection and disposal as provided for in this chapter. The City Council may require as bond from a contractor or Franchisee in an amount determined by the City Council for the faithful performance of such franchise. Contracts or franchises may be exclusive or semi-exclusive as determined by the City Council. Contracts or franchises may be issued with or without competitive bidding. In issuing contracts or franchises for Solid Waste, Recyclable Material, or Organic Waste collection and disposal, the City Council shall not be required to issue a contract or Franchise based upon the offer of lower or lowest rates, but shall be free to issue contracts or franchises to the Persons or entities deemed best suited to comply with the terms of this chapter and such other terms and conditions imposed by the City Council. In addition to all other remedies for violation of this chapter or default by a contractor or Franchisee, the City Council may terminate

a contract or revoke a franchise after a hearing called on 10 days' written notice to the contractor or Franchisee.

Sec. 14-6.3. Contractor's or Franchisee's employees.

A. The contractor or Franchisee must guarantee a top quality of service by industry standards; competent, qualified, sober, identifiable, and uniformed personnel who serve the public in a courteous, helpful, and impartial manner.

B. The City may, at its option, require fingerprinting of the contractor's or Franchisee's employees whose service will cause them to enter onto or work in close proximity to private property.

C. Any employee driving a contractor's or Franchisee's vehicle(s) shall at all times have in their possession a valid and appropriate vehicle operator's license issued by the State of California.

D. The contractor or Franchisee and its employees shall be required to wear clean identifiable uniforms when engaged in refuse collection service on public Streets.

Sec. 14-6.4. Franchise classification.

The City Council may issue franchises based on the size and nature of the Solid Waste, Recyclable Material, or Organic Waste collecting process as follows:

A. Class I Franchise. A Class I franchise may be issued to Solid Waste Disposal operators who provide full-time residential and/or commercial collection services over established routes. Class I providers may also provide other Solid Waste collection services, such as the provision of temporary dump boxes, roll-off binds and temporary containers, but shall not provide Class II services unless a separate Class II franchise has been issued.

B. Class II Franchise. A Class II franchise may be issued for recycling operations. No Person shall conduct recycling operations or be a Recycling Operator unless the Person has been issued a Class II franchise.

Sec. 14-6.5. Minimum requirements for contracts or franchises.

A. As a condition of the City issuing a contract or franchise, the contractor or Franchisee shall agree to appear and defend all actions against the City arising out of the exercise of the contract or franchise, and shall indemnify and hold the City, including its officers, employees and agents harmless of and from all claims, demands, actions, or causes of action of every kind and description resulting directly or indirectly, arising out of, or in any way connected with the exercise of the services under the contract or franchise, including, but not by way of limitation, any act or omission of any officer, employee, or agent of contractor or Franchisee.

B. The contractor or Franchisee shall obtain and keep in force, during the term of the franchise, public liability and bodily injury insurance in an amount not less than \$5,000,000 for the injuries or death to more than one Person arising out of any one accident or occurrence, unless a lesser amount is permitted by the City Council; and workers' compensation insurance covering

all employees of the contract or franchise holder. Copies of such policies, or certificates evidencing such policies, shall be filed with the City Manager. The City shall be named an additional insured on all policies. All policies shall contain a provision requiring a 90-day notice to be given to the City prior to cancellation, modification or reduction of limits. The amounts of public liability insurance for bodily injury and property damage shall be subject to review and adjustment by the City Council.

C. The contractor's or Franchisee's Trucks, trailers, or other vehicles must comply with the regulations as set forth in the California Motor Vehicle Code, all other applicable California codes, and this chapter.

D. The contractor or Franchisee must agree to perform the terms of the contract or franchise in such a manner as to comply with all valid and applicable local and State laws and regulations pertaining to the collection, storage and transportation of Solid Waste, Recyclable Material, and Organic Waste. The contractor or Franchisee shall also comply with all other ordinances and regulations of the City and applicable laws and regulations of the County of San Diego and the State of California, and shall obtain and keep in force all required franchises and business licenses.

E. Additional Requirements for Franchisees.

1. Bulk Items. Class I Franchisees shall be required to collect and dispose of large bulk items on a 24-hour notice with a maximum charge and any limitations to be set by City Council resolution.

2. Community Cleanup. Class I Franchisees shall undertake an annual community cleanup in accordance with criteria established by the City.

Sec. 14-6.6. Contract or Franchise issuance.

A. The City Manager shall investigate the information contained in the contract or franchise application and prepare a report to the City Council as to whether the applicant is capable of complying with the provisions of this chapter and the rules and regulations of the City. After the completion of the investigation, the City Manager shall schedule the matter for a public hearing before the City Council. Notice of the hearing shall be given to the applicant and shall be published in a newspaper of general circulation at least 10 days prior to the date of the hearing.

B. The City Council may by resolution authorize the City Manager or the City Manager's Designee to execute a contract or franchise agreement after the required public hearing.

C. A contract or franchise may be issued for any period of time up to 10 years. A contract or franchise may be renewed pursuant to the procedures set forth in the contract or franchise agreement. In the case of a franchise, the Franchisee shall pay an annual franchise fee in an amount established by the franchise agreement.

D. No assignment or transfer of a contract or franchise pursuant to this chapter, or any right occurring under such contract or franchise, shall be made in whole or in part by the contractor or Franchisee without the prior express consent of the City Council. In the event any assignment or transfer is authorized by the City Council, the assignee shall assume the liability and all other

obligations of the contractor or Franchisee. The City Council may approve or deny the transfer at its sole discretion.

E. A contract or franchise may be revoked:

1. At the option of the City Council, in the event there is a change of ownership of any kind or nature of the operating company, unless approval therefor has been obtained in writing from the City Council; or

2. If it is determined by the City Manager that the contractor or Franchisee has not complied with the provisions of this chapter and all other applicable statutes, ordinances, rules and regulations, the City Manager shall notify the contractor or Franchisee in writing of noncompliance and shall order compliance within 30 days. If noncompliance is not corrected, the City Council, after a hearing, shall be empowered to cancel the contract or franchise or take such other action as the City Council shall determine.

F. When considering whether to issue a contract or franchise under this chapter, the City Council may take into consideration the service performance of the existing Solid Waste, Recyclable Material, and Organic Waste disposal operator or operators, or Recycling Operator or operators, and may give preference to existing providers.

Sec. 14-6.7. Charges for service.

A. When issuing an initial or renewed contract or franchise, the City Council shall approve the charges for services. After approval of the charge by the City Council, a charge for the collection of refuse shall be imposed by the contractor or Franchisee on the owner or Person in control of each residential, Commercial, or individual property, or other entity subscribing to Solid Waste, Recyclable Material, and Organic Waste collection service. The amount of such charges may be fixed and changed from time to time by the contractor or Franchisee after approval by the City Council.

B. All revisions in the rate or charge schedule must be submitted to the City Council for review, and action must be approved by the City Council. The application for rate adjustment shall be made by the contractor or Franchisee 90 days prior to the date of the proposed increase. The City shall act thereon within the 90-day period. Any new rate adjustment will have a maximum increase based on 100 percent of the Consumer Price Index and any unusual extraordinary cost resulting in an increase to the contractor or Franchisee in the cost of providing service since the last rate increase or establishment. Rates shall not be adjusted more than once annually, except to accommodate unforeseen circumstances justifying an increase.

Sec. 14-6.8. Collection in emergencies.

In emergencies such as the breakdown of equipment or other unforeseen or unpreventable circumstances, or where in the judgment of the City Manager the particular situation justifies such action, the City Manager may issue limited or temporary contracts or franchises to private Persons or entities to perform any of the services covered by this chapter, subject to such reasonable fees, charges and conditions as the circumstances may warrant and as the parties involved may agree upon; provided, that such fees and charges received from, or paid to, any private Persons or

corporations under this section for any period exceeding 15 days' duration shall be approved by the City Council.

Sec. 14-6.9. Hours of collection.

The contractor or Franchisee shall not collect Solid Waste, Recyclable Material, and Organic Waste within a residential area between the hours of 6 p.m. and 6:30 a.m. the next day. With prior written permission of the City Manager, this time may be changed.

Sec. 14-6.10. Spillage.

The contractor or Franchisee shall exercise all reasonable care and diligence in collecting Solid Waste, Recyclable Material, and Organic Waste so as to prevent spilling, scattering or dropping refuse, and shall immediately, at the time of occurrence, clean up any spillage.

Sec. 14-6.11. Use of vehicles.

Any Persons who desire to operate privately owned Solid Waste, Recyclable Material, and Organic Waste collection vehicles under the provisions of this chapter shall provide that their vehicles are metallic-lined, watertight, and are provided with a tight cover. The City Manager shall require the contractor or franchise holder to remove from service or repair those vehicles that allow or permit offensive odors to escape and/or refuse to be blown, dropped, or spilled therefrom. The City Council may, when issuing a franchise for a Recycling Operator, establish requirements based upon the different nature and type of the materials collected.

Sec. 14-6.12. Equipment required.

Each vehicle of the contractor or Franchisee shall at all times have in the cab the registration of the Truck, certificate of insurance card, and an identification card with the name of whom to telephone in case of an accident. Each vehicle shall also be equipped with a five-pound fire extinguisher certified by the California State Fire Marshall.

Sec. 14-6.13. Truck inspection.

All of the contractor's or Franchisee's equipment shall be inspected at the discretion of the City Manager or any other appropriate agency at the point of operation as specified in the contractor or franchise.

Sec. 14-6.14. Specifications and restrictions on collection vehicles.

A. Unless otherwise specifically provided in the contract or franchise agreement, all vehicles used for Solid Waste, Recyclable Material, or Organic Waste collection within the City shall:

1. Be completely enclosed with a rigid, nonabsorbent cover while transporting Solid Waste, Recyclable Material, or Organic Waste in or through the City. "Completely enclosed with a rigid, nonabsorbent cover" means that Solid Waste, Recyclable Material, or Organic Waste shall not be visible from the street nor shall any of the substance be permitted to leak, spill or become deposited along the public Streets.

2. All Trucks or vehicles used in the course of Solid Waste, Recyclable Material, or Organic Waste collection shall be painted the same colors as approved by the City Manager, and identified by Truck numerals and company logo. The equipment used shall be kept clean and in good repair at all times.

B. Notwithstanding subsection A, the specifications of vehicles used by Recycling Operators may be separately established by the City Council and specified in the contract or franchise agreement.

Sec. 14-6.15. Inquiries and complaints.

The Class I Franchisees shall provide an office with a full-time manager with toll-free telephone service from the entire City. Telephones will be attended by competent personnel from 8 a.m. to 5 p.m. on regular workdays, and an answering service provided after hours, weekends and holidays.

Sec. 14-6.16. Inspection of revenue records.

Contractor or Franchisee shall keep and preserve during the term of the contract or franchise agreement full, complete, and accurate records of:

A. Customer accounts in a manner that clearly identifies the number of customers within the City and subject to the contract or franchise fee. These records are subject to review by the City Manager at any reasonable time.

B. Specific cost items, such as disposal fees, fuel and similar items that may provide the basis for future rate increases due to unusual circumstances. These records are subject to review by the City Manager at any time City staff has been asked to review special rate increase requests.

ARTICLE 7. FEES AND CHARGES

Sec. 14-7.1. Council to establish.

For the collection services of Solid Waste, Recyclable Material, or Organic Waste, as provided in this chapter, and for the making available of such services, there shall be charged to each Single-Family residence, each residential unit in every multiple dwelling, exclusive of hotels, each trailer park and each Place of Business and hotel, the sums necessary to cover the costs of such collection and the providing of such services, as such sums may be determined from time to time by written resolution of the City Council.

Sec. 14-7.2. Basis for charges.

All charges provided by this chapter shall be fair and reasonable considering the services rendered and the cost to the City for providing and maintaining the services described and required by this chapter.

Sec. 14-7.3. Liability for payment.

The obligation to pay the charges provided in this chapter shall be upon the Person or Persons in whose name the water and/or sewer service is registered for each place of residence or business so served.

Sec. 14-7.4. Payment with water and/or sewer bills.

The charges referred to in this chapter, as determined by written resolution of the City Council, may be entered upon the water and/or sewer bills rendered by the City and shall be paid at the same time and place such water and/or sewer bills are paid.

Sec. 14-7.5. Direct payment to contractor by nonusers of water.

Any Occupant of any Single-Family residence or residential unit in any multiple dwelling, who does not receive water service from the City, or any Place of Business or hotel located within the City which does not receive such service, shall pay the sums so determined by the City Council by written resolution directly to the Person having a contract with the City for the collection and disposal of Solid Waste, Recyclable Material, or Organic Waste.

Sec. 14-7.6. Mandatory collection and payment of charges.

A. The accumulation of Solid Waste, Recyclable Materials, Organic Waste, and other refuse constitutes a menace to the health, welfare and safety of inhabitants of the City, and the orderly and regular collection of Solid Waste, Recyclable Materials, Organic Waste, and other refuse is necessary to prevent the spread of disease, the creation of health menace and fire hazards, and to further the use of reusable resources.

B. The City Council finds and determines that the periodic collection of Solid Waste, Recyclable Materials, and Organic Waste as provided herein, from all residences and places of business in the City benefits all Occupants of property within the City; therefore, all Occupants shall dispose of Solid Waste, Recyclable Materials, and Organic Waste through the regular collection service, or recycling service, or a provider permitted by this chapter and shall be liable for the payment to the City, or to the contractor or Franchisee, of Solid Waste, Recyclable Materials, and Organic Waste collection charges including charges for contracted or franchised recycling services as may from time to time be approved by the City Council.

C. Every Occupant of the City shall be billed periodically for the charges established pursuant to this chapter. Should any Person fail, refuse, or neglect to pay such bill within 30 days after the day that the same is rendered, then a penalty equal to 10 percent of the amount of the bill may be added to the bill and the sum, together with any costs incurred by the contractor or Franchisee, may be recovered by the contractor or Franchisee, as permitted by law.

D. Should the Occupant of any property fail or refuse to pay the charge established in accordance with the provisions of this chapter, then the contractor or Franchisee shall advise the City Manager of such refusal. The failure to pay may, except for the provisions hereof, result in the non-collection of Solid Waste, Recyclable Materials, and Organic Waste, which condition the City Council determines and declares to be a threat to the public health, safety, and welfare, and which condition is declared to be, if permitted to exist, a public nuisance. In the event that there

is nonpayment, the City Manager shall direct the contractor or Franchisee to make collection, and the expenses and charges of collection, including penalties, may be assessed against the property as provided by law or otherwise collected by the City. The contractor or Franchisee shall continue to collect Solid Waste, Recyclable Materials, and Organic Waste when directed to do so by the City Manager even though there is nonpayment.

E. All costs incurred by the City and paid by the City to the contractor or Franchisee shall be recoverable by the City and charged against the property from which the Solid Waste, Recyclable Materials, and Organic Waste was collected. The City Manager shall notify all parties concerned of the cost of any such collection by directing a letter to the Occupant of the property at the address shown on the latest tax roll. Any such notice shall be given 10 days prior to a public hearing and City Council shall review and approve an assessment against the property for the costs incurred in abating the public nuisance. If the total assessment determined and confirmed by the City Council is not paid within 10 days after the determination by the City Council, then there shall be recorded in the office of the city recorder a statement of the total balance due, together with the legal description of the property affected. From and after the date of such recording, the balance due shall be a special assessment against the parcel plus a any administrative fees. The assessment shall be collected at the same time and in the same manner as county taxes are collected, and shall be subject to the same penalties and to the same procedure and sale in case of delinquency as provided for ordinary county taxes. All laws applicable to the levy, collection and enforcement of county taxes shall be applicable to such special assessment.

Sec. 14-7.8. Payment under protest.

Any Occupant of any premises, residential, Commercial, industrial or otherwise, which has been billed for additional Solid Waste, Recyclable Materials, or Organic Waste collection service for his place of residence or business, and which Persons desire to contest the extent or degree of reasonableness of the charge billed, shall make payment of such charges under protest and, at the same time, file a written statement of such protest with the City Manager. Within 30 days after the date of filing, the City Manager shall notify the protesting occupancy of the findings and adjudication and adjustment in the matter. The decision of the City Manager may be appealed by any Person upon submittal of any required appeal fees, in which event such appeal shall be directed to the City Council whose determination, in regular meeting, shall be final. The appeal fee shall be refunded to the protesting Occupant in those cases where the City Council finds in favor of the protest.

SECTION II. Clerical Tasks.

The City Clerk is hereby authorized and directed to change any chapter numbers, article numbers, section and page numbers in the event that the adoption of this Municipal Code amendment reveals that there is a conflict, in order to avoid confusion and possible accidental repeal of existing provisions.

ORDINANCE NO. 2021-16

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING CHAPTER 22 OF THE MUNICIPAL
CODE PERTAINING TO WASTEWATERS,
STORMWATERS, AND RELATED MATTERS

The City Council of the City of Escondido, California, does hereby ordain as follows:

SECTION 1. That proper notices of a public hearing have been given and public hearings have been held before the City Council on this issue.

SECTION 2. 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;
- c. The staff report, dated December 1, 2021, which along with its attachments is incorporated herein by this reference as though fully set forth herein; and
- d. Additional information submitted during the Public Hearing.

SECTION 3. The City Council makes the following findings:

- a. That the City of Escondido ("City") is subject to the requirements of National Pollutant Discharge Elimination System ("NPDES") Permits for wastewater treatment and stormwater management, issued by the State of California and the San Diego Regional Water Quality Control Board; and
- b. That the amendments to Escondido Municipal Code Chapter 22 pertaining to Wastewaters, Stormwaters, and Related Matters as proposed by this Ordinance reflect revisions necessary to align with the model ordinance issued by the

Environmental Protection Agency, as well as to improve enforcement, implementation, interpretation, and consistency in providing protection for public health, safety, and welfare.

SECTION 4. That upon consideration of the staff report, City Staff recommendation, all public testimony presented at the hearing held on this issue, and the findings set forth in Section 3 this Ordinance, this City Council finds that adoption of the proposed Municipal Amendments to Chapter 22 pertaining to Wastewaters, Stormwaters, and Related Matters in the best interest of the City.

SECTION 5. ENVIRONMENTAL REVIEW. The proposed Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15308, in that the proposed Ordinance will not result in any significant effect on the environment.

SECTION 6. That Chapter 22 of the Escondido Municipal Code is hereby amended as set forth in Exhibit "A" to this Ordinance and incorporated herein by this reference as though fully set forth herein.

SECTION 7. SEVERABILITY. 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 8. As of the effective date of this Ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed. Renumbering and relabeling of existing ordinance title, chapter, article, and/or section headings by this ordinance does

not affect the continuing validity of existing laws. Any existing reference to an ordinance, title, chapter, article, or section heading which is renumbered or relabeled by this ordinance must be construed to apply to the corresponding provisions contained within this ordinance.

SECTION 9. The adoption of this Ordinance is not intended to affect or disrupt the continuity of the City's business or administration of its law, including but not limited to the following:

- a. Actions and proceedings that began before the effective date of this Ordinance;
- b. Prosecution for ordinance violations committed before the effective date of this Ordinance; and/or
- c. The amount, or collection, of license, fee, penalty debt, forfeiture, or obligations due and unpaid as of the effective date of this Ordinance.

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 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.

SECTION 11. This Ordinance shall become effective on the 30th day following the date of its adoption.

MUNICIPAL CODE AMENDMENT

SECTION I.

Repealing in its entirety, Chapter 22 of the Escondido Municipal Code and adopting in full new text to read as specified below.

CHAPTER 22 WASTEWATER, STORMWATER, AND RELATED MATTERS

ARTICLE 1. IN GENERAL

Sec. 22-1. Abbreviations and Definitions.

Abbreviations. The following abbreviations, when used in this chapter, shall have the designated meanings:

BOD – Biochemical Oxygen Demand
COD - Chemical Oxygen Demand
BMPs – Best Management Practices
C.F.R. – Code of Federal Regulations
EPA – U.S. Environmental Protection Agency
FOG – fats, oils, and grease
gpd – gallons per day
IBCS – Industrial Brine Collection System
mg/l – milligrams per liter
MS4 - Municipal Separate Storm Sewer System
NPDES – National Pollutant Discharge Elimination System
POTW – Publicly Owned Treatment Works
RCRA – Resource Conservation and Recovery Act
RWQCB - San Diego Regional Water Quality Control Board
SIC – Standard Industrial Classification
SIU – Significant Industrial User
SNC – Significant Noncompliance
SWPPP – Stormwater Pollution Prevention Plan
TDS – Total Dissolved Solids
TRC – Technical Review Criteria
TSS – Total Suspended Solids
U.S.C. – United States Code

Definitions. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the designated meanings:

Act shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, 33 U.S.C. section 1251 et seq.

Approval Authority shall mean the San Diego Regional Water Quality Control Board, which is the California State Water Resources Control Board that regionally governs the City's Pretreatment program.

Authorized Representative of the User shall mean the following:

(1) If the User is a corporation:

a. A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other Person who performs similar policy- or decision-making functions for the corporation; or

b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual Wastewater Discharge Permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively;

(3) If the User is a federal, state, or local governmental entity or an unincorporated association: a director or highest official appointed or designated to oversee the operation and performance of the activities of the governmental facility or unincorporated association, or their designee;

(4) The individuals described in subsections (1) through (3), above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the Discharge originates or having overall responsibility for environmental matters for the entity, and the written authorization is submitted to the Director. If a written authorization submitted under this subsection is no longer accurate because the individual no longer possesses the authority described herein, a new authorization satisfying the requirements of this subsection must be submitted to the Director prior to or together with, any reports to be signed by such individual.

Automotive Service Establishment shall mean a gas station, automotive repair garage, or other facility that provides services for automobiles, trucks, vans, buses, heavy-duty construction equipment, recreational vehicles, off-road vehicles, or other self-propelled motorized vehicles or machines.

Basin Plan shall mean the comprehensive water quality control plan for the San Diego Basin, adopted by the San Diego Regional Water Quality Control Board in 1975, and all subsequent amendments.

Beer Manufacturer shall mean a "beer manufacturer" as defined in California Business and Professions Code section 23012.

Best Management Practices (BMPs) shall mean structural or managerial practices, including schedules of activities, prohibitions of practices, and maintenance procedures to implement the prohibitions described in this chapter, including the prohibitions, standards, and requirements described in 40 C.F.R. sections 403.5(a)(1) and 403.5(b). BMPs include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, drainage from raw materials storage, or any other type of Pollution prevention, Pollution control measure, structural or management plan that may contribute to achieving compliance with this chapter.

Biochemical Oxygen Demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/l).

Brandy Manufacturer shall mean a "brandy manufacturer" as defined in California Business and Professions Code section 23014.

Building Drain shall mean that part of the lowest horizontal piping of a Drainage System that receives the Discharge from waste, and other Drainage Pipes inside the walls of the building and conveys it to the Building Sewer.

Building Sewer shall mean the extension from the Building Drain to the Public Sewer or other place of disposal.

Bypass shall mean the intentional diversion of regulated wastestreams around an Industrial User's Pretreatment system.

California Ocean Plan shall mean the Water Quality Control Plan for Ocean Waters of California adopted by the State Water Resources Control Board, as amended.

Categorical Industrial User shall mean an Industrial User subject to a Categorical Pretreatment Standard or Categorical Standard.

Categorical Pretreatment Standard or Categorical Standard shall mean any regulation containing Pollutant Discharge limits promulgated by the EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that applies to a specific category of Users and that appears in 40 C.F.R. Chapter I, Subchapter N, Parts 405–471.

City shall mean the City of Escondido, a California municipal corporation and the regulated authority for the HARRF Wastewater Treatment Plant, its Director and employees.

Combined Sewer shall mean a Sewer receiving both surface runoff and Sewage.

Commercial Establishment shall mean an establishment that discharges to Sanitary Sewer used for commercial purposes such as a restaurant, bar, private office, fitness club, retail store, gas station, commercial agricultural operation, bank or other financial institution, supermarket, automobile dealership, or any other establishment with a common business area.

A nonprofit private or government entity such as a church, school, hospital, military facility, correctional institution, recreation facility or a facility owned and operated by a charitable organization is considered a Commercial Establishment.

Compliance Schedule shall mean a document issued with milestone dates agreed to by the City and the Industrial User, and enforced by the City, that represents the shortest schedule of actions to achieve compliance with Pretreatment Standards.

Composite Sample shall mean a sample collected over time, either by continuous sampling or by mixing discrete samples. A composite sample represents the average Wastewater characteristics during the compositing period.

Contamination shall mean an impairment of the quality of the waters of the state by the introduction of waste material to a degree that creates a hazard to the public health through poisoning or through the spread of disease.

Cooling Water shall mean the water Discharged from any use, including but not limited to air conditioning, cooling, or refrigeration, during which the only Pollutant assessed is heat.

Daily Maximum Limit shall mean the maximum allowable Discharge limit of any Pollutant during a 24-hour period. Where Daily Maximum Limits are expressed in units of mass, the daily Discharge is the total mass Discharged over the course of a 24-hour period. Where Daily Maximum Limits are expressed in terms of a concentration, the daily Discharge is the arithmetic average measurement of the Pollutant concentration derived from all measurements taken during the 24-hour period.

Dental Amalgam Separator shall mean a collection device designed to capture and remove dental amalgam from any Wastewater generated and Discharged by a dental Discharger through the practice of dentistry that may contain dental amalgam.

Director shall mean the Person designated by the City Manager to supervise the operation of the POTW or MS4, and who is charged with certain duties and responsibilities by this chapter. This term also means the Director's designee or a Duly Authorized Representative of the Director.

Director's Approval shall mean the approval of the Director as a result of investigation or tests conducted by or at the direction of the Director, or by reason of accepted principles or tests by national authorities, technical or scientific organizations, or research laboratories of recognized authority.

Discharge when used without qualification shall mean the release, spill, leak, pump, flow, escape, dumping, or disposal of any liquid, semisolid, or solid substance.

Discharger shall mean a person, company, agency, or other entity engaged in activities or operations, or owning facilities or property that will or may result in Discharge into a POTW, MS4, or Wastewater System.

Distilled Spirits Manufacturer shall mean a manufacturer of distilled spirits as defined in California Business and Professions Code section 23015.

Domestic Wastewater shall mean sanitary Wastewater and Wastewater generated from household type operations.

Drainage System shall mean and include all the piping within public or private Premises that conveys Sewage or other liquid wastes to a legal point of disposal, but shall not include the mains or laterals of a Public Sewer system.

Enclosed Bays and Estuaries Plan shall mean the California Enclosed Bays and Estuaries Plan: Water Quality Control Plan for Enclosed Bays and Estuaries of California, adopted by the State Water Resources Control Board April 11, 1991, as amended.

Enforcement Response Procedures shall mean a document that describes and outlines Enforcement Response Procedures used as a general control mechanism required by 40 C.F.R. section 403.8(f)(5) to accomplish compliance and determine monetary remedies for non-compliance.

Existing Source shall mean any source of Discharge that is not a New Source.

FOG Removal Equipment shall mean and include Grease Interceptors, Grease Traps, clarifiers, sand/oil separators, and similar equipment or technology designed to reduce Discharge of FOG.

Food Service Establishment shall mean a facility engaged in preparing, handling, or selling food for consumption by the public, including but not limited to a restaurant, commercial kitchen, caterer, hotel, school, hospital, prison, correctional facility, or residential care facility.

Garbage shall mean solid wastes, recyclable material, organic waste, yard waste, and food waste, including those generated from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

Grab Sample shall mean a single sample of water collected at a particular time and place with no regard to the flow of the wastestream. A single Grab Sample should be taken over a period not to exceed 15 minutes.

Grease Interceptor or Grease Trap shall mean a device designed to intercept and retain grease and solids before they enter a Sewer system. Sizing will be determined by using the most recently adopted version of the Uniform Plumbing Code by the Building Standards Commission, as well as any other requirements the Utilities Department considers necessary.

HARRF shall mean the City of Escondido Wastewater Treatment Plant, Hale Avenue Resource Recovery Facility, located at 1521 S. Hale Ave., Escondido, CA 92029.

Illegal Connection shall mean any physical connection to a MS4 or Sanitary Sewer that has not been permitted in writing by the City or the RWQCB.

Illegal Discharge shall mean any Discharge that is prohibited by federal, state, or local law, or degrades the quality of receiving waters in violation of any Plan Standard.

Residential Vehicle Washing shall mean the noncommercial washing of vehicles in a residential zone.

Industrial Brine shall mean any Industrial Wastewater that consists exclusively of concentrated salts or dissolved minerals that are derived from water softener processes, evaporative processes, or water treatment processes.

Industrial Brine Collection System (IBCS) shall mean any system of pipelines, pressure mains, pumping stations, outfall Sewers, and appurtenances constructed and maintained by the City for the exclusive use of collecting Industrial Brine, and shall include facilities used to Bypass the City's POTW and dispose of the brine under regulations established in a NPDES Permit separate from the NPDES Permit that regulates the City's POTW.

Industrial User(s) shall mean any facility that Discharges process Wastewater, other than domestic, to the POTW for treatment.

Industrial Waste shall mean and include nondomestic liquid or semisolid wastes from any producing, manufacturing, or processing operation.

Inland Surface Water Plan shall mean the California Inland Surface Waters Plan: Water Quality Control Plan for Inland Surface Waters of California adopted by the State Water Resources Control Board on April 11, 1991, as amended.

Instantaneous Limits shall mean the maximum concentration of a Pollutant allowed to be Discharged at any time, determined from the analysis of any discrete sample or Composite Sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference shall mean a Discharge that, alone or in conjunction with a Discharge or Discharges from other sources, inhibits or disrupts the POTW; its treatment processes or operations; or its sludge processes, use, or disposal, and therefore is a cause of a violation of the City's NPDES Permit or of the prevention of Sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as RCRA; any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Local Limits shall mean the Discharge limits developed by the City to enforce the specific and general prohibitions listed in Section 307(b) of the Act and 40 C.F.R. section 403.

Medical Waste shall mean and include isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes, and as may be further defined in the California Health and Safety Code.

Municipal Separate Storm Sewer System (MS4) shall mean a conveyance or system of conveyances (including roads with Drainage Systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or Storm Drains) that is:

(1) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body, created by or pursuant to state law, having jurisdiction over disposal of Sewage, Industrial Wastes, Stormwater, or other wastes, including special districts under state law such as a Sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or authorized Indian tribal organization, or designated and approved management agency that Discharges to waters of the United States;

(2) Designated or used for collecting or conveying Stormwater;

(3) Not a Combined Sewer; and

(4) Not part of the POTW.

National Categorical Pretreatment Standard shall mean any regulation containing Pollutant Discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act. Users must also comply with the Categorical Pretreatment Standards found at 40 C.F.R. Chapter I, Subchapter N, Parts 405–471.

NPDES Permit shall mean a permit issued by the RWQCB or the State Water Resources Control Board pursuant to Division 7 of the California Water Code to control Discharges from point sources to waters of the United States.

Natural Outlet shall mean any outlet into a Watercourse, pond, ditch, lake, or other body of surface or groundwater.

New Source shall mean:

(1) Any building, structure, facility, or installation from which there is (or may be) a Discharge of a Pollutant, the construction of which commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the Act that will be applicable to such source if such standards are thereafter promulgated with that section, provided that:

a. the building, structure, facility, or installation is constructed at a site at which no other source is located;

b. the building, structure, facility, or installation totally replaces the process or production equipment that causes the Discharge of a Pollutant at an Existing Source; or

c. the production or Wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether the processes are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered;

(2) Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1)(b) or (c) of this definition but otherwise alters, replaces, or adds to existing process or production equipment;

(3) Construction of a New Source has commenced if the owner or operator has:

a. begun, or caused to begin, as part of a continuous on-site construction program:

(i) any placement, assembly, or installation of facilities or equipment, or

(ii) significant site preparation work, including clearing, excavation, or removal of existing buildings, structures, or facilities, that is necessary for the placement, assembly, or installation of New Source facilities or equipment; or

b. entered into a binding contractual obligation for the purchase of facilities or equipment intended to be used in its operation within a reasonable time. Options to purchase or contracts that can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.

Nonstormwater Discharge shall mean all Discharges to and from a MS4 that do not originate from precipitation events and may include Illegal Discharges and NPDES Permitted Discharges.

Nuisance shall mean a Discharge of Wastewater:

(1) In violation of a City law, regulation, or order;

(2) That is or could be harmful to or unreasonably affects the Wastewater collection system and treatment facilities of the City;

(3) That impairs or unreasonably affects the operation and maintenance of such facilities;

(4) That violates quantity, quality, or flow standards adopted by the City; or

(5) That unreasonably affects the quality of the City's Treatment Plant effluent in such a manner that results in the City's inability to meet requirements for the Treatment Plant established by a federal or state law, regulation, or order.

Order shall mean RWQCB Order No. R9-2013-0001, as amended.

Pass Through shall mean a Discharge that exits the POTW into the receiving waters of the state in quantities or concentrations that, alone or in conjunction with a Discharge or Discharges from other sources, causes a violation of any requirement of an applicable NPDES Permit, including an increase in the magnitude or duration of a violation.

Peak Flow shall mean the maximum five-minute rate of Wastewater flow to be generated from the Premises as estimated by the City Engineer.

Person shall mean any individual, partnership, co-partnership, firm, company, corporation, association, Joint Stock Company, trust, estate, governmental entity, or any other

legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

pH shall mean the measure of the acidity or alkalinity of a solution, expressed in standard units.

Pigment shall mean a substance that imparts black, white, or other color to another material.

Plan Standard shall mean and include all applicable requirements of the Basin Plan, the Enclosed Bays and Estuaries Plan, the Inland Surface Water Plan, and the California Ocean Plan.

Plumbing shall mean and include all Drainage Systems, both direct and indirect, and all vent piping, water piping, and other piping in any building or within the boundaries of any property through which Sewage, water, Wastewater, or any other substance or liquid is conveyed.

Pollutant shall mean and include dredged spoil, solid waste, incinerator residue, filter backwash, Sewage, Garbage, Sewage sludge, munitions, Medical Waste, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and Industrial Waste, fecal coliform, fecal streptococcus, enterococcus, volatile organic carbon surfactants, FOG, petroleum hydrocarbons, lead, copper, chromium, cadmium, silver, nickel, cyanides, phenols, biocides, certain characteristics of Wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor), any organic or inorganic Contaminant whose presence degrades the quality of the receiving waters in violation of any Plan Standard, and any agent that may cause or contribute to the degradation of water quality such that a condition of Pollution or Contamination is created or aggravated.

Pollution shall mean an alteration of the quality of the waters of the state by a Pollutant to a degree that unreasonably affects such waters for beneficial use or facilities that serve such beneficial uses.

Premises shall mean a parcel of real property or portion thereof, including any improvements thereon, determined by the City to be a single unit for purposes of receiving, using, and paying for Wastewater disposal service. In making this determination, the City shall take into consideration such factors as whether the unit could reasonably be subdivided, the number and location of Sewer Connection Laterals, and whether the unit is being used for a single activity or, if not, the principal activity for Wastewater disposal services.

Pretreatment shall mean the reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of Pollutant properties to a less polluted state prior to or in lieu of Discharging or otherwise introducing such Pollutants into the POTW or receiving water of the state. The reduction or alteration can be obtained by physical, chemical, or biological processes, or through process changes or other means, except as prohibited by 40 C.F.R. section 403.6(d).

Pretreatment Requirement shall mean and include any substantive or procedural requirement related to Pretreatment imposed on a User, other than a Pretreatment Standard.

Pretreatment Standard shall mean and include prohibited Discharge standards, Categorical Pretreatment Standards, and Local Limits.

Property Line Cleanout is a vertical pipe allowing access to a sewer lateral, located within 18 inches of the Public Right of Way as stated in Standard Drawing S-2-E.

Publicly Owned Treatment Works (POTW) shall mean any "treatment works" as defined by Section 212 of the Act (33 U.S.C. section 1292) that is wholly or partially owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of Sewage or Industrial Waste of a liquid nature and any conveyances that convey Wastewater to a Treatment Plant, including but not limited to Public Sewers, Treatment Plants, and pumping stations. For the purpose of this article, POTW shall include the Sewers within the City that convey Wastewater to the POTW that are by contract or agreement with the City considered Dischargers to the City's POTW.

Public Sewer shall mean a Sewer controlled by public authority and to which all owners of abutting properties have equal rights.

Sanitary Sewer shall mean a Sewer that carries Sewage and to which storm, surface, and ground waters and Industrial Waste are not intentionally admitted.

Sewage shall mean and include human excrement; gray water (e.g., household showers, dishwashing operations); and any combination of water-carried wastes from residences, business buildings, institutions, and industrial and Commercial Establishments.

Sewage System shall mean all facilities for collecting, pumping, treating, and disposing of Sewage.

Sewer shall mean a pipe or conduit for carrying Sewage or Stormwater.

Sewer Connection Lateral shall mean that portion of a Sewage System that connects a property, whether public or private, to a Public Sewer. A Sewer Connection Lateral shall be considered to extend from the Sewer main to the building or structure being served.

Significant Industrial User (SIU), except as provided in subsections (3) and (4), shall mean:

- (1) An Industrial User subject to Categorical Pretreatment Standards;
- (2) An Industrial User that:
 - a. Discharges an average of 25,000 gpd or more of process Wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown Wastewater);
 - b. contributes a process wastestream that makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW Treatment Plant; or

c. is designated as such by the City on the basis that the Industrial User has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Pretreatment Requirement;

(3) The City may determine that an Industrial User subject to a Categorical Pretreatment Standard is a Non-Significant Categorical Industrial User rather than a SIU on a finding that the Industrial User never Discharges more than 100 gpd of total categorical Wastewater (excluding sanitary, non-contact cooling, and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

a. the Industrial User, prior to the City's finding, has consistently complied with all applicable Pretreatment Standards and Pretreatment Requirements;

b. the Industrial User annually submits a certification statement that is in compliance with this chapter, together with any additional information necessary to support the certification statement; and

c. the Industrial User never Discharges any untreated concentrated Wastewater.

(4) Upon a finding that a User meeting the criteria in subsection (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Pretreatment Requirement, the City may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with procedures in 40 C.F.R. section 403.8(f)(6), determine that such User should not be considered a Significant Industrial User.

Slug Load or Slug Discharge shall mean any Discharge at a flow rate or concentration that could cause a violation of the prohibited Discharge standards of this chapter. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, that has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits, or permit conditions.

Standard Industrial Classification (SIC) shall mean classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987, including any amendments thereto unless otherwise specified.

Storm Drain shall mean a Sewer that carries storm and surface waters and drainage, but excludes Sewage and Industrial Waste.

Storm Drain Inlet shall mean an opening in a Storm Drain used to collect Stormwater runoff and includes, but is not limited to, a grate inlet, curb-opening inlet, slotted inlet, and combination inlet.

Stormwater shall mean flow or runoff generated from any form of natural precipitation, including but not limited to stormwater runoff, surface runoff, and drainage resulting from precipitation events.

Stormwater Pollution Prevention Plan (SWPPP) shall mean a document that describes, by word and illustration, the BMPs to be implemented on-site by the owner or operator of a business to eliminate or reduce to the maximum extent practicable Pollutant Discharges to a MS4.

Total Dissolved Solids (TDS) shall mean the combined content of all inorganic and organic substances contained in a liquid in molecular, ionized, or micro-granular (colloidal sol) suspended form.

Total Suspended Solids (TSS) or Suspended Solids shall mean the total suspended matter that floats on the surface of, or is suspended in, water, Wastewater, or other liquid, and that is removable by laboratory filtering.

User or Industrial User shall mean any Person who causes, contributes to, or constitutes a source of direct or indirect Discharge into the City's Wastewater collection and treatment facilities.

Utility Easement shall mean any of the City's Sanitary Sewer utility easements used for the purpose of cleaning, maintaining, repairing, or replacing the Sanitary Sewer system.

Wastewater shall mean and include any liquid- and water-carried Industrial Waste and Sewage from residential dwellings, Commercial Establishments, industrial and manufacturing facilities, and institutions, whether treated or untreated, that is contributed to the POTW.

Wastewater Discharge Permit shall mean a permit issued by the City, regulating specific limitations for constituent strength and daily flow from an Industrial User's process Wastewater Discharging to the POTW.

Wastewater Strength shall mean the quality of Wastewater Discharged as measured by its concentration, including its constituents and characteristics.

Wastewater System shall mean and include intercepting Sewers, Wastewater Treatment Plants, Sanitary Sewer collection facilities that Discharge to a POTW, Industrial Brine collection facilities that are regulated by a separate NPDES, pumping stations, outfall Sewers, and appurtenances constructed, operated, and maintained by the City for residential and nonresidential Wastewater disposal purposes.

Wastewater Treatment Plant or Treatment Plant shall mean any arrangement of devices and structures used for treating Sewage, and that portion of the POTW that is designed to provide treatment of municipal Sewage and Industrial Waste.

Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently. A Watercourse may include inlets, catch basins, or other drainage features on properties where runoff can be blocked.

Winegrower shall mean a "winegrower" as defined in California Business and Professions Code section 23013.

(Code 1957, § 8300; Ord. No. 76-13, § 1, 5-26-76; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 2, 12-14-11; Ord. No. 2014-11, § 1, 3-19-14; Ord. No. 2015-09, § 1, 5-20-15; Ord. No. 2018-01, §§ 1, 2, 4-4-18)

Sec. 22-2. Sewer connection required.

The Plumbing and Drainage System of every building constructed or reconstructed shall be connected to a Public Sewer, unless waived by the City Engineer. (Code 1957, § 8411; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 2, 12-14-11)

Sec. 22-3. Buildings to have sanitary facilities.

Every building shall have the sinks, water closets, and other sanitary fixtures and facilities required by the Plumbing regulations of the City. (Code 1957, § 8411; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 2, 12-14-11)

Sec. 22-4. Sanitary toilets permitted in lieu of connection to Public Sewer or subsurface disposal system.

For the temporary occupancy of buildings in isolated areas remote from any public highway, the Director of Public Health of the County of San Diego may authorize the construction and use of an approved type sanitary toilet in lieu of connection to a Public Sewer or to a subsurface disposal system installed in accordance with the provisions of this article. (Code 1957, § 8418; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 2, 12-14-11)

Sec. 22-5. Sewer service outside City limits authorized.

Property outside the boundaries of the City may be connected to the City Sewerage System if the City Council finds there is sufficient capacity to serve such property and it appears to be in the best interests of the City to supply such service. Agreements between the City and other public agencies for the provision of Sewer service outside of the boundaries shall be approved by the City Council. Any other Sewer service outside the boundaries of the City shall be temporary and subject to cancellation upon reasonable notice. (Code 1957, § 8330; Ord. No. 76-13, § 5-26-76; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 2, 12-14-11; Ord. No. 2018-01, § 3, 4-4-18)

Sec. 22-6. Planting of trees or vegetation that may adversely impact Sewers prohibited.

No Person shall plant or set out to plant any tree or other vegetation within 20 feet of any public or private Sewer within the corporate limits of the City that may adversely impact the function of such Sewer. (Code 1957, § 8321; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 2, 12-14-11)

Sec. 22-7. Removal of trees or vegetation near Sewers upon notice.

Any Person owning or having the control of any property in the City upon which trees or vegetation are growing within 20 feet of any public or private Sewer and adversely impacting such Sewer shall remove the trees or vegetation within 10 days after being notified by an

authorized City representative requesting such removal. (Code 1957, § 8322; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 2, 12-14-11)

Sec. 22-8. Improper disposal of Sewage unlawful.

A. It is unlawful for any Person to cause, suffer, or permit the disposal of Sewage or other liquid waste in any place or manner except through and by means of an approved Plumbing and Drainage System or an approved Sewage disposal system installed and maintained in accordance with the provisions of Article 7 of Chapter 6, Plumbing Code, and this chapter.

B. It is unlawful for any Person to establish, use, or maintain any unauthorized connection to the Sanitary Sewer system. (Code 1957 § 8412; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 2, 12-14-11; Ord. No. 2018-01, § 4, 4-4-18)

Sec. 22-9. Surcharges prohibited; regulation by City Council.

A. No Person who provides Sewer and disposal service to Users who are tenants of a mobilehome park, apartment building, or similar residential complex shall impose any charge or surcharge upon such Users that exceeds the applicable rate set by the City, if the User was receiving such services directly from the City, except as approved by application to the City and upon such conditions as the City Council by resolution shall establish.

B. Any such additional rate, charge, or surcharge approved by the City Council shall be reasonably related to the average cost of providing any additional service and shall not exceed the cost the City would have incurred in providing comparable services directly to the Users of such services. (Ord. No. 89-39, § 1, 8-16-89; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 2, 12-14-11)

Sec. 22-10. Enforcement authority.

A. The City and the Director can exercise any enforcement powers as provided in this chapter that may be necessary to effectively implement and enforce this chapter.

B. In addition to the general enforcement powers provided in this chapter, the City and Director shall exercise any of the following supplemental enforcement powers as may be necessary under the circumstances:

(1) Sampling authority. During any inspection, the Director shall take samples deemed necessary in order to implement and enforce the provisions of this chapter. This may include the installation of sampling and metering devices on private property, or requiring the Person owning or occupying the Premises to supply samples to the City and have them analyzed at the owner's or occupant's expense.

(2) Clean and abate. The Director may require any Person owning or occupying a Premises to clean up or remove any material that could create a potential hazard that may result in a violation of this chapter.

(3) Monitoring and mitigation. The Director shall require reasonable monitoring of Discharges from any Premises to a MS4 or Sewage System and shall have authority to order the mitigation of circumstances that may result in Illegal Discharges to the maximum extent practicable.

(4) SWPPP. The Director shall have the authority to require any business to establish, adopt, and implement elements of a SWPPP pursuant to section 22-26(A), as may be necessary to fulfill the purposes of this chapter.

(5) Employee training program. The Director shall have the authority to require any business to establish the elements of an employee training program, as may be necessary to fulfill the purposes of this chapter.

(6) BMPs. The Director shall require the establishment of BMPs for any Premises pursuant to Municipal Code section 22-26(H).

(7) Reports. The Director shall have the authority to require any Person owning a Premises to submit a report to the City confirming compliance with this chapter.

(Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 2, 12-14-11; Ord. No. 2015-09, § 2, 5-20-15)

Sec. 22-11. Enforcement and remedies.

A. Notification of Violation. When the Director finds that a User has violated, or continues to violate, any provision of this chapter, an individual Wastewater Discharge Permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Pretreatment Requirement, the Director may serve upon that User a written Notice of Violation. Within five days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the Director. Submission of such a plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the Director to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

B. Compliance Orders. When the Director finds that a User has violated, or continues to violate, any provision of this chapter, an individual Wastewater Discharge Permit, a general permit, an order issued hereunder, or any other Pretreatment Standard or Pretreatment Requirement, the Director may issue an order to the User responsible for the Discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, any applicable service may be discontinued unless adequate Treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of Pollutants discharged to the Sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Pretreatment Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

C. Cease and Desist Orders. When the Director finds that a User has violated, or continues to violate, any provision of this chapter, an individual Wastewater Discharge Permit, a general permit, an order issued hereunder, or any other Pretreatment Standard or Pretreatment Requirement, or that the User's past violations are likely to recur, the Director may issue an order to the User directing it to cease and desist all such violations and directing the User to:

(1) Immediately comply with all requirements; and

(2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations or terminating the Discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

D. Administrative Citation. When the Director finds that a User has violated, or continues to violate, any provision of this chapter, an individual Wastewater Discharge Permit, a general permit, an order issued hereunder, or any other Pretreatment Standard or Pretreatment Requirement, or that the User's past violations are likely to recur, the Director may issue an administrative citation as provided in Chapter 1A, Administrative Remedies, of this code.

E. Emergency Suspensions.

(1) The Director may immediately suspend a User's Discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened Discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. The Director may also immediately suspend a User's Discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, MS4, Sewage System, or IBCS, or which presents, or may present, an endangerment to the environment.

(2) Any User notified of a suspension of its Discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Director may take such steps as deemed necessary, including immediate severance of the Sewer connection, to prevent or minimize damage to the POTW, MS4, Sewage System, or IBCS, a receiving stream, or endangerment to any individuals. The Director may allow the User to recommence its Discharge when the User has demonstrated to the satisfaction of the Director that the period of endangerment has passed, unless the termination proceedings as prescribed in this chapter are initiated against the User.

(3) A User that is responsible, in whole or in part, for any Discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Director prior to the date of any hearing under section 22-193.

(4) Nothing in this section 22-11(E) shall be interpreted as requiring a hearing prior to any Emergency Suspension under this section 22-11(E).

F. Public Nuisance. The violation of any provision of this chapter, any standard adopted by this chapter, or any permit or permit condition issued under this chapter is hereby declared a public Nuisance, and shall be abated by any means available under the law.

G. Termination of Service. In addition to any other lawful enforcement and remedial measures that may be available to the City, any User who violates one or more of the following conditions is subject to water service termination or discharge termination:

- (1) Violation of any provision of this chapter pertaining to control of Wastewater;
- (2) A Discharge of Wastewater causes or threatens to cause a condition of contamination, Pollution or Nuisance, as defined in this chapter.
- (3) Violation of one or more Wastewater Discharge Permit conditions;
- (4) Failure to accurately report the Wastewater constituents and characteristics of its Discharge;
- (5) Failure to report significant changes in operations or Wastewater volume, constituents, and characteristics prior to Discharge;
- (6) Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or
- (7) Violation of the Pretreatment Standards described in this chapter.

H. Civil Penalties.

(1) A User who has violated, or continues to violate, any provision of this chapter, an individual Wastewater Discharge Permit, a general permit, an order issued hereunder, or any other Pretreatment Standard or Pretreatment Requirement, shall be liable to the City for up to \$2,500 per day, per violation. In the case of a monthly or other long-term average Discharge limit, penalties shall accrue for each day during the period of the violation. The City Attorney shall have authority to petition the superior court to impose, assess, and recover any such sums.

(2) The Director may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

(3) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including but not limited to the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.

(4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

I. Criminal Prosecution.

(1) A User who willfully or negligently violates any provision of this chapter, an individual Wastewater Discharge Permit, a general permit, an order issued hereunder, or any other Pretreatment Standard or Pretreatment Requirement shall, upon conviction, be guilty of a

misdemeanor, punishable by a fine of not more than \$1,000 per violation, per day, or imprisonment for a period of not more than one year, or both.

(2) A User who willfully or negligently introduces any substance into the POTW, MS4, or other Sewage System that causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and punishable by a fine of not more than \$1,000 per violation, per day, or imprisonment for a period of not more than one year, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under federal or state law.

(3) A User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained pursuant to this chapter or by a Wastewater Discharge Permit or order, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter, shall, upon conviction, be punished by a fine of at least \$1,000 per violation, per day, or imprisonment for not more than one year, or both.

(4) In the event of a second conviction, a User shall be punished by a fine of not more than \$2,000 per violation, per day, or imprisonment for not more than two years, or both.

J. Alternative Remedies. In addition to other remedies, the City may pursue any of the following alternative remedies against any User that violates the provisions of this chapter:

(1) Repair of damage to facilities. When a Discharge to a POTW, MS4, Sewage System, or IBCS, in violation of this chapter, causes an obstruction, damage, or other impairment to a MS4, the Sewage System, or the IBCS, any Person causing such obstruction, damage, or impairment shall be liable for the work required to clean or repair the system.

(2) Injunction. When a Discharge to a POTW, MS4, Sewage System, or IBCS, in violation of this chapter, causes or threatens to cause a condition of Contamination, Pollution, or Nuisance, the City may petition the Superior Court for the issuance of injunctive relief as may be appropriate, preventing the continuance of such Discharge.

(3) Reimbursement. Whenever the City is assessed any fine, fee, or penalty as a result of a Discharge to a POTW, MS4, Sewage System, or IBCS, in violation of this chapter, the City may seek reimbursement of such fine, fee, or penalty from the Discharger.

(4) Cost recovery. Whenever the City incurs any costs or expenses abating any Discharge in violation of any provision of this chapter, the City may seek reimbursement of such costs from the Person, or entity causing such violation. Any such expense shall constitute a debt owed to the City, and shall include both the direct and indirect costs involved in the abatement of the Illegal Discharge and in collecting such reimbursement.

(Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 2, 12-14-11; Ord. No. 2015-09, § 3, 5-20-15; Ord. No. 2018-01, § 5, 4-4-18)

Sec. 22-12. Remedies not exclusive.

The remedies provided for in this chapter are not exclusive and are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The Director may take any, all, or any combination of these actions against a noncompliant User. Enforcement of Pretreatment violations will generally be in accordance with the City's Enforcement Response Procedures. However, the Director may take other action against any User when the circumstances warrant. Further, the Director is empowered to take more than one enforcement action against any noncompliant User. (Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 2, 12-14-11)

Sec. 22-13. Utility Easement for Sewer Access and Maintenance.

A. It is the responsibility of the homeowner, property owner, or property management company of the property on which a Utility Easement exists to maintain access to, and allow City personnel and their equipment to enter, the Utility Easement at all times for the purpose of cleaning, maintaining, repairing, or replacing the City's Sanitary Sewer infrastructure. The planting of trees, vegetation, placing structures, sheds, playgrounds, gardens, or other landscaping is prohibited over a Utility Easement.

B. The City has the right to remove any obstacle, barrier, or impediment that would prevent access to a Utility Easement at no cost to the City.

C. Tree branches, vegetation, or structures that encroach over a Utility Easement from adjacent properties or the property on which the Utility Easement is located must be kept to a minimum of 14 feet in height. The City has the right to trim or remove any obstacle, including vegetation or tree limbs, that encroaches over the top of the Utility Easement. Any and all Sewer access points must remain above ground, uncovered, accessible, and visible at all times to City personnel.

D. The City shall be given access, keys, or key codes for any gate that allows access to the Utility Easement.

Sec. 22-14. Confidential information.

Information and data on a User obtained from reports, surveys, Wastewater Discharge Permit applications, Discharge permits and monitoring programs, and from the Director's inspection and sampling activities, shall be available to the public without restriction unless the User specifically requests, and is able to demonstrate to the satisfaction of the Director, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law. Any such request must be asserted at the time of submission of the information or data. When a User furnishes a report that requests and demonstrates that information should be held confidential, the portions of a report that might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or Pretreatment program, in enforcement proceedings involving the Person or facility furnishing the report, or as otherwise required by law. Wastewater constituents, characteristics, and other "effluent data" as defined by 40 C.F.R. section 2.302 will not be recognized as confidential information and will be available to the public without restriction.

Secs. 22-15—22-18. Reserved.

ARTICLE 2. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) MANAGEMENT AND DISCHARGE CONTROL

Note

* **Prior ordinance history:** Prior Ord. Nos. 93-30, 11-17-93 and 2000-38, 12-13-00.

Sec. 22-19. Purpose and Intent.

A. The purpose of this article is to ensure the health, safety, and general welfare of the citizens of the City by controlling non-Stormwater Discharges to a MS4; eliminating Discharges to a MS4 from spills, dumping, or disposal of solid or liquid waste other than Stormwater; and preventing, eliminating, or reducing Pollutants in urban Stormwater Discharges to the maximum extent practicable.

B. The intent of this article is to protect and enhance the water quality of Watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Act and the Order, and other water quality regulations including the Regional MS4 Permit issued by the RWQCB (Ord. No. 2001-22, § 3, 8-22-01; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2015-09, § 4, 5-20-15)

Sec. 22-20. Right of Entry.

A. The Director shall have the right to enter the Premises of any User to determine whether the User is complying with all requirements of this chapter and any individual Wastewater Discharge Permit or order issued hereunder. Users shall allow the Director ready access to all parts of the Premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

(1) Where a User has security measures in force which require proper identification and clearance before entry into its Premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Director shall be permitted to enter without delay for the purposes of performing specific responsibilities.

(2) The Director shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.

(3) The Director may require the User to install monitoring equipment as necessary. The sampling and monitoring equipment at the Premises shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated appropriately so as to ensure their accuracy.

(4) Any temporary or permanent obstruction to safe and easy access to the Premises to be inspected or sampled shall be promptly removed by the User at the written or verbal request

of the Director and shall not be replaced. The costs of clearing such access shall be borne by the User.

(5) Unreasonable delays in allowing the Director access to the User's premises shall be a violation of this chapter.

B. If the Director has been refused access to the Premises, including any building, structure, or property, or any part thereof, and are able to demonstrate probable cause to believe that there may be a violation of this chapter, or that there is a need to inspect and/or sample as part of a routine inspection and sampling procedures of the City designed to verify compliance with this chapter or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the Director may seek issuance of a search warrant from the Superior Court.

Sec. 22-21. Construction and application.

This article shall be interpreted to assure consistency with the requirements of applicable federal and state laws, regulations, orders, and permits, and with the purposes and intent of this article. (Ord. No. 2001-22, § 3, 8-22-01; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2015-09, § 4, 5-20-15)

Sec. 22-22. Prohibited Discharges into a Municipal Separate Storm Sewer System (MS4).

Except as provided in section 22-23, it is unlawful for any Person to cause, either individually or jointly, any Discharge of any substance or material to a MS4 that results in or contributes to a violation of this chapter, including but not limited to:

- A. Sewage;
- B. Discharges of wash water resulting from the hosing or cleaning of gas stations, auto repair garages, or other types of Automotive Service Establishments;
- C. Discharges resulting from the cleaning, repair, or maintenance of any type of equipment, machinery, or facility, including but not limited to motor vehicles, cement-related equipment, and porta-potty servicing;
- D. Discharges of wash water from mobile operations, including but not limited to mobile automobile washing, steam cleaning, power washing, and carpet cleaning;
- E. Discharges of wash water from the cleaning or hosing of impervious surfaces in municipal, industrial, commercial, or residential areas, including but not limited to parking lots, streets, sidewalks, driveways, patios, plazas, work yards, and outdoor eating and drinking areas;
- F. Discharges or runoff from material storage areas containing chemicals, fuels, grease, oil, or other hazardous materials;

G. Discharges of pool or fountain water containing chlorine, biocides, or other chemicals or pH levels that have not been neutralized, including but not limited to discharges of pool filter or fountain filter backwash water;

H. Discharges of sediment, pet waste, vegetation clippings, or other landscape or construction-related wastes;

I. Discharges of food-related wastes (e.g., grease, fish processing, and restaurant kitchen mat and trash bin wash water); and

J. Discharges of potable irrigation runoff or overspray water.

Sec. 22-23. Exceptions to Prohibited Discharges into a Municipal Separate Storm Sewer System (MS4).

The following Discharges are exempt from the prohibition set forth in section 22-22:

A. Stormwater;

B. Any Discharge or connection regulated under a NPDES Permit issued to the Discharger and administered by the State of California pursuant to Division 7 of the California Water Code, provided that the Discharger is in compliance with all requirements of the NPDES Permit and other applicable laws and regulations;

C. Discharges from the following activities that are not identified by the RWQCB as a source of Pollutants to receiving waters:

(1) diverted stream flows;

(2) rising ground waters;

(3) uncontaminated groundwater infiltration to MS4s;

(4) springs;

(5) flows from riparian habitats and wetlands;

(6) potable water sources;

(7) foundation drains; and

(8) footing drains.

D. Discharges from the following activities when the controls listed below are implemented:

(1) Air conditioning condensation. Condensation Discharges should be directed to landscaped areas or other pervious surfaces;

(2) Individual Residential Vehicle Washing. Discharge of wash water should be directed to landscaped areas or other pervious surfaces when feasible. The volume of water, washing detergent, and other vehicle wash products should be minimized. Any other practices that will prevent the Discharge of Pollutants from Residential Vehicle Washing are encouraged;

(3) Dechlorinated swimming pool Discharges. Discharges from a dechlorinated swimming pool to a MS4 that are pH-neutralized and are free from residual chlorine, algaecide, filter backwash, and other Pollutants. Discharge of saline pool water to the MS4 is prohibited and must be directed to sanitary sewer, with desalination and notification to the City required prior to the discharge.

(4) Flows from emergency firefighting:

a. non-emergency firefighting Discharges must be addressed by appropriate BMPs to prevent Pollutants associated with such Discharges to enter a MS4;

b. during emergency situations, BMPs should not interfere with immediate emergency response operations or impact the public health and safety. Priority of efforts should first be directed toward life and property before the environment;

E. Any Discharge that the Director or the RWQCB determines in writing is necessary for the protection of the public health and safety;

F. Notwithstanding the exemptions provided by subsections (A) through (D), if the RWQCB or Director determines that any of these otherwise-exempt Discharges cause or significantly contribute to violations of any Plan Standard, convey significant quantities of Pollutants to surface waters, or are a danger to public health or safety, such Discharges shall be prohibited from entering a MS4. (Ord. No. 2001-22, § 3, 8-22-01; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2015-09, § 4, 5-20-15)

Sec. 22-24. Discharge in violation of permit.

It is unlawful for any Person to cause either individually or jointly any Discharge to the MS4 that results in or contributes to a violation of the Order. (Ord. No. 2001-22, § 3, 8-22-01; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2015-09, § 4, 5-20-15)

Sec. 22-25. Illegal Connection prohibited.

It is unlawful for any Person to establish, use, or maintain any Illegal Connection to a MS4. This section expressly supersedes any City permit or earlier authorization for a Discharge, but is subject to the exceptive provisions of section 22-23. (Ord. No. 200-22, § 3, 8-22-01; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2015-09, § 4, 5-20-15)

Sec. 22-26. Reduction of Pollutants in Stormwater.

Any Person engaged in activities that may result in Pollutants entering a MS4 shall, to the maximum extent practicable, undertake all measures to reduce the risk of non-Stormwater or Pollutant Discharges. At the discretion of the Director, the following requirements shall be applied to any Persons engaged in such activities:

A. SWPPP. The Director shall require any business in the City that is engaged in activities that may result in Pollutant Discharges to develop and implement a SWPPP, which must include an employee training program. Business activities that require a SWPPP include maintenance, storage, manufacturing, assembly, equipment operations, vehicle loading or fueling, or cleanup procedures that are carried out partially or wholly outdoors.

B. Parking lots and impervious surface. Persons owning or operating a parking lot or impervious surfaces used for similar purposes shall clean those surfaces frequently and thoroughly to prevent the Discharge of Pollutants to a MS4 to the maximum extent practicable. Sweepings or cleaning residue from parking lots or impervious surfaces shall not be swept or otherwise made or allowed to go into any gutter or roadway.

C. Street parking. No Person shall stand or park any vehicle or equipment on any public street if such vehicle or equipment is determined to be leaking oils or other fluids that contribute or have the potential to contribute to a Discharge of Pollutants to a MS4 or the receiving waters.

D. Trash areas.

(1) Trash, recycling, and organic waste storage areas shall be located in a roofed, four-sided enclosure. The enclosure may not include any Storm Drain Inlets. These storage facilities must have a grade-break at the entrance or be otherwise designed to prevent liquids draining from the enclosure.

(2) Trash areas shall be kept free of debris and liquid waste at all times. Trash dumpster container lids shall remain closed when not actively in use.

(3) Properties with existing trash areas without a roofed, four-sided enclosure may be required to install such enclosure following the receipt of a Stormwater violation notice.

E. New developments and redevelopments. Any Person performing construction work in the City shall, to the maximum extent practicable, prevent Pollutants from entering a MS4 by complying with all applicable local ordinances and provisions of any general construction NPDES Permit issued by the State Water Resources Control Board. The Director shall establish controls on the volume and rate of Stormwater runoff from new developments and redevelopments as may be reasonably necessary to minimize the Discharge and transport of Pollutants. Any Person performing construction work in the City is specifically prohibited from Discharging retained storm water with turbidity in excess of 500 nephelometric turbidity units (NTU) from the construction site.

F. Compliance with general permits. Each industrial Discharger, Discharger associated with construction activity, or other Discharger subject to any general Stormwater NPDES Permit issued by the EPA, the State Water Resources Control Board, or the RWQCB, shall comply with all requirements of such permit, which may include but is not limited to the general industrial Stormwater permit, the general construction activity Stormwater permit, and the general dewatering permit.

G. Coordination with hazardous materials release response plans and inventory. Any activity subject to the hazardous materials release response plan, Chapter 6.95 of the California

Health and Safety Code, shall include in that plan provisions for compliance with this section, including the prohibitions on non-Stormwater Discharges and Illegal Discharges, and the requirement to reduce release of Pollutants to the maximum extent practicable.

H. Compliance with BMPs. Every Person undertaking any activity or use of a Premises that may cause or contribute to Stormwater Pollution or Contamination, an Illegal Discharge, or a non-Stormwater Discharge shall comply with BMPs, guidelines, or Pollution control requirements as may be reasonably established by the Director.

I. Maintenance of structural BMPs for function and appearance. Property owners with structural BMPs shall maintain those BMPs associated with their property and its development.

J. Grading, demolition, ground clearing, stockpiling. All work shall be done in accordance with the requirements of this code and any permits required by the City or other applicable agencies.

K. Ground surface landscape preservation. No Person shall remove ground surface landscaping that could result in erosion without installation of BMPs such as Pollution control measures.

L. All stored liquid waste or bulk storage of new liquid products shall be stored under cover and have secondary containment.

M. Compliance with the City of Escondido Stormwater Design Manual and Jurisdictional Runoff Management Program. Every Person undertaking any activity or use of a Premises that may cause or contribute to Stormwater Pollution or Contamination, an Illegal Discharge, or a non-Stormwater Discharge shall comply with design, reporting, certification, and other requirements set forth in the City's Stormwater Design Manual and Jurisdictional Runoff Management Program as if fully set forth herein. The Director may administratively interpret and apply any requirements consistent with industry practice. (Ord. No. 2001-22, § 3, 8-22-01; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2015-09, § 4, 5-20-15; Ord. No. 2018-01 § 6, 4-4-18)

Sec. 22-27. Containment and notification of spills.

Any Person owning or occupying a Premises who has knowledge of any release of Pollutants or non-Stormwater from those Premises that may enter a MS4 shall immediately take all reasonable action to contain the release and minimize any non-Stormwater Discharge. Such Person shall notify the City as soon as practical. (Ord. No. 2001-22, § 3, 8-22-01; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2015-09, § 4, 5-20-15)

Sec. 22-28. Protection of Municipal Separate Storm Sewer System (MS4) and Watercourses.

Every Person owning or occupying property through which a private or public Watercourse passes shall:

A. keep and maintain that part of the Watercourse within the property free of trash, debris, and other obstacles that would pollute, contaminate, or block the flow of water through the drainage feature in a manner that may cause flooding;

B. maintain existing structures within or adjacent to a Watercourse so that those structures will not become a hazard to the use, function, or physical integrity of the drainage feature; and

C. not remove healthy bank vegetation beyond that necessary for maintenance, nor remove vegetation in such a manner as to increase the vulnerability of the Watercourse to erosion. (Ord. No. 2001-22, § 3, 8-22-01; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2015-09, § 4, 5-20-15)

Sec. 22-29. Maintenance agreement.

A. The owner of a priority development project must execute a Stormwater Control Facility Maintenance Agreement with the City prior to occupancy of the development. The agreement, which shall be on a form prescribed by the City and approved by the City Attorney, shall be recorded and run with the land and be binding upon the owner; the owner's heirs, executors, administrators, successors, and assigns; any Person having or acquiring any right, title, or interest in the subject property or project; and any subsequent owner or operator of the subject property or project. (Ord. No. 2015-09, § 4, 5-20-15)

B. The Director or their designee are hereby authorized, on behalf of the City, to execute all contracts and agreements pursuant to this chapter, including but not limited to Stormwater Control Facility Maintenance Agreements.

Secs. 22-30—22-32. Reserved.

ARTICLE 3. HARMFUL WATERS AND WASTES

Note

* **State law reference**—Water quality, generally, Water Code § 13000 et seq.

Sec. 22-33. Special arrangements to treat Industrial Wastes.

No statement contained in this article shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby Industrial Waste of unusual strength or character may be accepted by the City for treatment, except subject to the City's prior written consent, with conditions and payment required from the industrial concern. (Code 1957, § 8319; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 3, 12-14-11)

Sec. 22-35. When Discharge of industrial cooling, process waters in Sewers, is permitted.

Industrial Cooling Water or unpolluted process waters may be Discharged only after prior written approval from the Director, into a Sanitary Sewer. (Code 1957, § 8311; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 3, 12-14-11; Ord. No. 2018-01, § 7, 4-4-18)

Sec. 22-36. Reserved.

Sec. 22-37. Specific Discharges prohibited.

A. No Person shall enter, obstruct, uncover, or tamper with any portion of the POTW, or connect to it, or dispose anything into the POTW or any Sewer or Sewer manhole, without the written permission of the Director and subject to the Director's Approval.

B. No Person shall remove or demolish any building or structures with Plumbing fixtures connected directly or indirectly to the POTW or Sewer without first notifying the Director of such intention. All openings in or leading to the POTW or Sewer caused by such work shall be sealed watertight and inspected by the Director before being backfilled.

C. No Person shall fill or backfill over, cause to cover, or obstruct access to any Sewer manhole.

D. No Person shall erect any improvement, structure, or building over any part of the POTW or Sewer without the written permission of the Director and subject to the Director's Approval.

E. Except as otherwise provided in this chapter, no Person or User shall introduce, cause to be introduced, Discharge, or cause to be Discharged any of the following Pollutants, Wastewater, waste, or other substances into a POTW or Sewer:

(1) liquid, vapor, or Wastewater having a temperature higher than 104 degrees Fahrenheit (40 degrees C), or that will inhibit biological activity in the Treatment Plant resulting in Interference, and in no case Wastewater that causes the temperature at the introduction into the Treatment Plant to exceed 104 degrees Fahrenheit.

(2) substances that may contain more than 100 parts per million, by weight, of FOG;

(3) Pollutants, including oxygen-demanding Pollutants (e.g., BOD, COD), gasoline, benzene, naphtha, solvent, fuel oil, or any other liquid, solid, or gas, released in a Discharge at a flow rate or Pollutant concentration that, either singly or in combination/interaction with other Pollutants in violation of the City's local limits, would cause or tend to cause Interference with the POTW or flammable or explosive conditions to result in the Sewage System;

(4) Garbage;

(5) solid or viscous substances in amounts that will cause obstruction of the flow in the POTW resulting in Interference, including but not limited to ashes, cinders, sand, mud, plaster (including pool plaster), straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or construction materials (e.g. concrete or concrete-like materials);

(6) Wastewater or other substance having a pH less than 6.0 or more than 10.0, or otherwise causing corrosive structural damage to the POTW, structures, or equipment;

(7) Pollutants containing toxic or poisonous solids, liquids, or gases in such quantities that, alone or in combination with other substances, may create a hazard for humans, animals, or the local environment; interfere detrimentally with Wastewater Treatment processes; cause a public Nuisance; or cause any hazardous condition to occur in the POTW or Sewage System;

(8) Wastewater or other substances containing BOD or TSS of such character and quantity that unusual attention or expense is required to handle such materials at the Wastewater Treatment Plant. Normal strength wastes are considered to be 300 mg/l of BOD and 300 mg/l of TSS;

(9) noxious or malodorous liquids, gases, solids, or Wastewater that, either singly or by interaction with other wastes, is sufficient to create a public Nuisance or a hazard to life, or to prevent entry into a Sewer for maintenance or repair;

(10) Dispersed petroleum , non-biodegradable cutting oils, biodegradable FOG, or products of mineral oil in excessive concentrations that will cause adverse effects on the wastewater system or result in Interference or Pass Through;

(11) waste containing substances that may precipitate, solidify, or become viscous at temperatures between 50 and 100 degrees Fahrenheit.

(12) Wastewater that imparts color that cannot be removed through the treatment process, including but not limited to dye wastes, Pigments, and vegetable tanning solutions, that consequently imparts color to the Treatment Plant's effluent;

(13) waste containing excessive quantities of iron, boron, chromium, phenols, plastic resins, copper, nickel, zinc, lead, mercury, cadmium, selenium, arsenic, or any other material toxic to humans, animals, or the local environment, or to biological or other Wastewater Treatment processes;

(14) ; Stormwater; surface water, groundwater; street drainage; subsurface drainage; roof drainage; swimming pool drainage; yard drainage; water from yard fountains, ponds, or lawn sprays; deionized water; industrial process water, noncontact Cooling Water;; or similar sources of water into any sanitary sewer system.

(15) water added for the purpose of diluting a Discharge, as a partial or complete substitute for adequate treatment to achieve compliance with this chapter unless expressly authorized by any applicable Pretreatment Standard or Pretreatment Requirement;

(16) substances or materials containing an excessive quantity of chlorine or other chemical compound used for disinfecting purposes;

(17) excessive amounts of chlorinated hydrocarbon or organic phosphorus type compounds;

(18) enzymes, microbes, or similar products added to a wastestream that have not authorized pursuant to the Director's Approval;

(19) Discharges containing a Pollutant that causes Pass Through or Interference with the POTW;

(20) Discharges of beer or wine product or expired beer or wine or distilled spirits;

(21) Medical Waste or pharmaceutical wastes, including but not limited to discarded prescriptions or over-the-counter human or veterinary drugs.

(22) waste containing kerosene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, or pesticides.

(23) a Pollutant that creates a fire or explosive hazard in the POTW or Sewer, including but not limited to wastestreams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 C.F.R. section 261.21.

(24) a Pollutant that results in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

(25) Trucked or hauled Pollutants, except at Discharge points designated by the Director in accordance with this chapter.

(26) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state, federal, or local laws, regulations, or orders.

(27) Sludges, screenings, unreasonably large amounts of TSS, or other residues from the Pretreatment of Industrial Wastes.

(28) Wastewater causing, alone or in conjunction with other sources, a Treatment Plant's effluent to fail a toxicity test.

(29) Detergents, surface-active agents, or other substances that may cause excessive foaming in the POTW.

(30) Any pollutants, material, or substance that causes incrustations, scales, or precipitates on Sewer walls or other adverse effects on the Wastewater System.

(31) Any strongly odorous compounds or compounds tending to create odors.

(32) Any unreasonably large amount of suspended solids.

(33) Deionized water, steam condensate, distilled water, reverse osmosis backwash, or anything creating brine in amounts that the City deems excessive.

Sec. 22-38. FOG Removal Equipment required; type, construction, location.

A. FOG Removal Equipment shall be provided in all cases required by published building codes, unless in the sole and absolute opinion of the Director or a designee, in writing, FOG Removal Equipment is not necessary for the proper handling of liquid wastes containing grease; potentially hazardous wastes in excessive amounts; or any flammable wastes, sand, or other harmful ingredients. Living quarters or dwelling units with a commercial kitchen must have FOG Removal Equipment.

B. Where installed, all FOG Removal Equipment shall be of a type and capacity subject to the Director's Approval, and shall be located as to be readily and easily accessible for

cleaning and inspection. They shall be maintained continuously in satisfactory and effective operation by the owner at his or her expense. Broken, deteriorating or undersized equipment will require repair or replacement by the owner at his or her expense. No modifications or removal of equipment shall be performed without written consent and approval from the city. (Code 1957, § 8316; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 3, 12-14-11)

C. The Director shall have the authority to promulgate rules, regulations, and requirements consistent with the provisions of this chapter and state and federal requirements, to regulate the type, capacity, placement, and maintenance of FOG Removal Equipment. A violation of any such rule, regulation, or requirement shall be deemed a violation of this chapter.

D. When needed for maintenance, the owner must install cleanouts for maintenance and inspection purposes at the owner's cost. Each separate chamber of the Grease Interceptor must have a manhole lid to access, inspect, and maintain all of the internal Plumbing.

E. All FOG Removal Equipment must have an approved sample tee or sample box installed on the effluent Discharge line. The sample tee or box shall be installed on any equipment that does not currently have an approved sample point, subject to the Director's Approval, to ensure compliance with local Discharge limits set forth by this chapter. The sample point shall be installed at the business owner's expense, and shall be approved by the Pretreatment department and building department prior to installation. (Code 1957, § 8313; Ord. No. 82-97, § 1, 9-29-82; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 3, 12-14-11; Ord. No. 2018-01 § 8, 4-4-18)

Sec. 22-39. Maintenance of preliminary treatment facilities and equipment.

Where installed, all preliminary treatment facilities and City-approved Pretreatment equipment, such as Grease Traps, Grease Interceptors, clarifiers, Dental Amalgam Separators, and sand oil separators, shall be continuously maintained by the owner at the owner's expense, in satisfactory and effective operation at all times. Frequency of maintenance will be subject to the authority of source control inspectors to assure compliance with Discharge limitations and BMPs. The owner shall repair or replace any broken, deteriorating, or undersized equipment at the owner's expense. No modifications or removal of equipment shall be performed without written consent and approval from the City.

Sec. 22-40. Preliminary treatment of water and waste.

A. Discharge of the following into a Public Sewer shall be subject to the Director's Approval:

- (1) water or waste with a five-day BOD greater than 300 mg/l;
- (2) water or waste containing more than 300 mg/l of Suspended Solids;
- (3) water or waste containing any quantity of substances having the characteristics described in section 22-37(E); or
- (4) water or waste having an average daily flow greater than 25,000 gpd.

B. Where necessary in the opinion of the Director, the owner shall provide, at his or her expense, preliminary treatment of a water or waste that may be necessary to:

- (1) reduce the BOD of the water or waste to 300 mg/l;
- (2) reduce the Suspended Solids of the water or waste to 300 mg/l;
- (3) reduce an objectionable characteristic or a constituent of the water or waste to within the maximum limits provided for in section 22-37; or
- (4) control the quantities and rates of Discharge of the waters or wastes.

C. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted to the Director and is subject to the Director's Approval, and no construction of such facilities shall be commenced until such approval is obtained in writing. (Code 1957, § 8315; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 3, 12-14-11; Ord. No. 2018-01 § 9, 4-4-18)

Sec. 22-41. Reserved.

Sec. 22-42. Measurements, tests, and analyses of water and waste.

All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with 40 C.F.R. Part 136 or the latest edition of *Standard Methods for the Examination of Water and Wastewater* and shall be determined at the control manhole or upon suitable samples taken at the control manhole. In the event that no special manhole has been required, the control manhole will be a sample port on the downstream side of the Grease Interceptor, Grease Trap, clarifier, Dental Amalgam Separator, or sand oil separator. The sample port will be installed by the owner of the facility at the owner's expense. The location of the sample port is subject to the Director's Approval. (Code 1957, § 8319; Ord. No. 76-18, § 4, 5-26-76; Ord. No. 82-97, § 3, 9-29-82; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 3, 12-14-11)

Sec. 22-43. Dental Amalgam Separators.

The Director shall have the authority to promulgate rules, regulations, and requirements consistent with the provisions of this chapter and state and federal requirements, to regulate the type, capacity, placement, and maintenance of Dental Amalgam Separators required to be installed by establishments of health practitioners primarily engaged in the independent practice of general or specialized dentistry, or dental surgery. A violation of such rules, regulations, or requirements shall be deemed a violation of this chapter.

Sec. 22-44. National Categorical Pretreatment Standards

Users must comply with the Categorical Pretreatment Standards found at 40 C.F.R. Chapter I, Subchapter N, Parts 405–471.

A. Where a Categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a Pollutant in Wastewater, the Director may impose equivalent concentration or mass limits in accordance with subsection (B). See 40 C.F.R. section 403.6(c).

B. When the limits in a Categorical Pretreatment Standard are expressed only in terms of mass of Pollutant per unit of production, the Director may convert the limits to equivalent limitations expressed either as mass of Pollutant Discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users. See 40 C.F.R. section 403.6(c)(2).

C. When Wastewater subject to a Categorical Pretreatment Standard is mixed with Wastewater not regulated by the same Categorical Pretreatment Standard, the Director shall impose an alternate limit in accordance with 40 C.F.R section 403.6(e).

Secs. 22-45—22-53. Reserved.

ARTICLE 4. SEWER SERVICE CHARGES

Sec. 22-54. Wastewater enterprise fund created.

There is created a Wastewater enterprise fund. (Code 1957, § 8335; Ord. No. 76-13, § 5, 5-26-76; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 4, 12-14-11)

Sec. 22-55. Billing, payment procedures generally.

A. Except as provided in subsection (B):

(1) The Sewer service charge shall be billed to the owner or occupant of the Premises on the same bill the City water service charge is billed.

(2) The Sewer service charge shall be due and payable at the time and in the manner provided by the City for the payment of water bills.

(3) A combined bill for the water service charge and Sewer service charge shall be paid in its entirety and shall not be severed for the separate payment of either portion thereof.

B. When the Premises receives water service from a source other than the City, the Sewer service charge shall be billed monthly to the owner or the account holder for the water service in a separate bill. (Code 1957, § 8331; Ord. No. 76-13, § 5, 5-26-76; Ord. No. 94-18, § 1, 6-1-94; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 4, 12-14-11)

Sec. 22-56. When charges begin.

Charges for Sewer service shall begin on the same date as water service to the Premises. (Code 1957, § 8332; Ord. No. 73-13, § 5, 5-26-76; Ord. No. 94-18, § 1, 6-1-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 4, 12-14-11)

Sec. 22-57. Duty to pay.

In addition to any and all other fees, charges, or assessments provided by the City, the owner or occupant of any Premises connected with the Sewage System of the City shall pay a Sewer service charge as required by this article. (Code 1957, § 8330; Ord. No. 76-13, § 5, 5-26-76; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 4, 12-14-11)

Sec. 22-58. Delinquent payments; penalty; remedies.

A. A penalty shall be added to any account for which payment in full is not received before close of business on the due date. Penalties shall be in an amount set by resolution of the City Council.

B. In addition to the penalties imposed, any Person who fails to pay a bill in full before the close of business on the due date shall pay interest and collection fees in amounts set by resolution of the City Council.

C. In no case shall the due date be on a date sooner than 19 days from the bill date. Water service or Sewer service shall not be supplied again to such delinquent owner or occupant until all delinquent Sewer service charges plus penalties thereon have been paid. If the Sewer lateral serving the delinquent owner or occupant is disconnected by the City, Sewer service shall not be supplied again to the owner or occupant until the property owner pays to the City the cost of disconnecting and reconnecting the lateral. The Sewer service charge, penalties, disconnection charge, and reconnection charge may be collected by suit in any court of competent jurisdiction or in any other manner authorized by law. (Code 1957, § 8333; Ord. No. 76-13, § 5, 5-26-76; Ord. No. 94-18 § 1, 6-1-94; Ord. No. 94-40, § 2, 12-14-94; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 4, 12-14-11)

Sec. 22-59. Rates.

The Sewer service charge for single-family dwellings, multiple dwellings, mobilehomes, schools, churches, and other uses shall be set by resolution of the City Council from time to time. (Code 1957, § 8330.1; Ord. No. 76-13, § 5, 5-26-76; Ord. No. 81-32, § 1, 5-20-81; Ord. No. 82-74, § 1, 8-11-82; Ord. No. 83-32, § 1, 6-8-83; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 4, 12-14-11)

Secs. 22-60—22-64. Reserved.

Sec. 22-65. Rate for Premises used for commercial and industrial purposes; method of computation.

A. The Sewer service charge for Premises used for commercial and industrial purposes shall be based on the Premises' proportionate share of capital cost recovery for treatment, land outfall and ocean outfall facilities, bond interest, operational and maintenance costs of treatment, ocean outfall and collection facilities, and infiltration/inflow expense.

B. For Industrial Users with BOD greater than 300 mg/l, the Sewer service charge shall be based on an analysis of Wastewater samples taken from time to time, and at least annually, and measurements of Discharge into the Public Sewer.

C. All other commercial and Industrial Users shall be charged a Sewer service charge set by resolution of the City Council from time to time.

D. The Sewer service charge shall also include a charge to be set by resolution of the City Council from time to time for operation and maintenance of the collection system and infiltration/inflow expense. (Code 1957, 8330.7; Ord. No. 76-13, § 5, 5-26-76; Ord. No. 81-32, § 7, 5-20-81; Ord. No. 82-74, § 7, 8-11-82; Ord. No. 82-97, § 4, 9-29-82; Ord. No. 83-32, § 7, 6-8-83; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 4, 12-14-11)

Sec. 22-66. Charge when service discontinued.

The Sewer service charge shall remain in effect until the water service is terminated. (Code 1957, § 8334; Ord. No. 76-13, § 5, 5-26-76; Ord. No. 94-18, § 1, 6-1-94; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 4, 12-14-11)

Sec. 22-67. Disposition of moneys collected.

All revenues derived from the Sewer service charge shall be paid into the Wastewater enterprise fund and shall be used only for the following purposes and in the priority determined by the City Council from time to time:

A. The acquisition, construction, reconstruction, maintenance, and operation of sanitation or Sewage facilities and to repay federal or state loans or advances made to the City for the construction or reconstruction of such facilities; provided, however, that such revenues shall not be used for the acquisition or construction of new local street Sewers or laterals as distinguished from main trunk, interceptor, and outfall Sewers.

B. Any lawful purpose authorized by resolution of the City Council in connection with bonds sold and issued or to be sold and issued, pursuant to the California Revenue Bond Law of 1941.

C. Any lawful purpose authorized by the City Council pursuant to a present or future state statute. (Code 1957, § 8335; Ord. No. 76-13, § 5, 5-26-76; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 4, 12-14-11)

Sec. 22-68. Rate for Discharge of groundwater remediation programs.

The Sewer service charge for the Discharge of groundwater into the Sewage System shall be set by resolution of the City Council from time to time. Any Discharger of Industrial Waste into the Sewage System is required to obtain a Wastewater Discharge Permit pursuant to Article 8 of this chapter. Groundwater may only be Discharged at a specific location to be determined by the Director. (Ord. No. 76-13, § 5, 5-26-76; Ord. No. 83-32, § 8, 6-8-83; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 4, 12-14-11)

Secs. 22-69—22-79. Reserved.

ARTICLE 5. PRIVATE SEWAGE DISPOSAL SYSTEMS

Sec. 22-80. Use of public Sanitary Sewer system.

A. Where a public Sanitary Sewer is not available, the Building Sewer shall be connected to a private Sewage disposal system complying with all of the requirements of the Department of Public Health of the County of San Diego or other state or local agency having jurisdiction. The owner of a private Sewage disposal system shall operate and maintain such system in a sanitary manner at all times at no expense to the City.

B. At such times as a public Sanitary Sewer becomes available to a property served by a private Sewage disposal system, the property owner may directly connect to the Public Sewer at the owner's expense. Upon connection to the Public Sewer, to maintain safety:

(1) Any septic tank, cesspool, and similar private Sewage disposal facilities shall be abandoned, either by removal and backfilled with earthen material or sealed and backfilled with sand in a manner satisfactory to the City; and

(2) The Sewage System existing on the property shall be pumped and cleaned. All applications and procedures for connection to the Public Sewer shall be followed as directed by the City code.

C. If a private a Sewage disposal system malfunctions or fails to comply with all of the requirements of the Department of Public Health of the County of San Diego or other state or local agency having jurisdiction, the Director may require the property owner to directly connect to a Public Sewer if the following conditions are met:

(1) The property is used by human beings;

(2) The property abuts a City street, alley, or right-of-way in which a Public Sewer exists; and

(3) The existing Public Sewer is within 200 feet of the property.

(Ord. No. 2011-18, § 5, 12-14-11)

Sec. 22-81. Enforcement.

It shall be the duty of the Director to see that there is compliance with the terms and provisions of this article. (Code 1957, § 8432; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 5, 12-14-11)

Sec. 22-82. Adoption of county regulations.

Private subsurface Sewage disposal units and systems shall be designed, placed, and maintained in accordance with rules and regulations adopted by the Department of Public Health of the County of San Diego or other state or local agency having jurisdiction. A violation of any such rule or regulation shall be deemed a violation of this article and may be enforced accordingly. (Code 1957, § 8415; Ord. No. 82-97, § 5, 9-29-82; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 5, 12-14-11)

Secs. 22-83—22-149. Reserved.

ARTICLE 6. SEWER CONNECTION FEES

Sec. 22-150. Purpose and intent.

The continual increase in the development of building units in the City has created a need for the expansion of Sewer facilities. This has also created a need for additional revenues to finance such Sewer facilities. Thus, it is the intent of the City Council that each builder of each new building unit to be constructed in the City shall, prior to the construction, pay a fee as described in this article. Further, it is the intent of the City Council that all revenue generated by the payment of such fee shall be used for the improvement and development of Sewer facilities only. (Ord. No. 75-24, § 1, 6-4-75; Ord. No. 81-1, § 1, 5-20-81; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 6, 12-14-11)

Sec. 22-151. Sewer connection fees.

A. Every Person constructing, reconstructing, enlarging, or adding to any building in the City or proposing in any manner to connect to the City's Public Sewer system shall pay to the City fees as set by resolution of the City Council from time to time.

B. Any applicable Sewer connection fee credit shall be determined pursuant to Escondido Municipal Code sections 6-442, 6-445, or 6-446.

C. Any Person who relocates an existing building that is connected to the Public Sewer to another location in the City shall pay all applicable Sewer connection fees required by this article for the new location. If the site to which the building is relocated has a credit available as described in Escondido Municipal Code sections 6-442, 6-445, or 6-446, such credit may be used to satisfy, in whole or in part, the Sewer connection fee, subject to the provisions of those sections. (Ord. No. 75-24, § 1, 6-4-75; Ord. No. 81-31, § 2, 5-20-81; Ord. No. 82-55, § 1, 6-9-82; Ord. No. 82-65, § 1, 8-11-82; Ord. No. 83-22, § 9, 6-8-83; Ord. No. 84-13, § 1, 2-15-84; Ord. No. 89-25, § 1, 6-7-89; Ord. No. 91-30, § 3, 8-7-91; Ord. No. 92-40, §§ 4—6, 10-7-92; Ord. No. 2003-16, § 2, 6-11-03; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2008-21(R), § 8, 10-22-08; Ord. No. 2011-18, § 6, 12-14-11)

Sec. 22-152. Time of payment of fees; refund authorized.

A. Subject to subsection (B), the fees required under section 22-151 shall be paid upon the issuance of a building permit for the construction of any building unit, or upon the renewal or extension of any such building permit; provided that, in the event of such removal or extension, credit shall be given for any fee paid pursuant to the schedule of charges in effect before the effective date of the ordinance codified in this article. No prepayment of the fees required under section 22-151 shall be allowed and no Sewer-connection permit shall be issued until the required fees have been paid and a building permit has been issued for the structure for which Sewer service is sought.

B. Other than as set forth in subsection (A), any fee paid pursuant to this article shall be paid one time only.

C. In the event a building permit, or renewal or extension thereof, is not required for the property seeking connection to the Public Sewer, the fees required under section 22-151 shall

be paid as a condition of receiving permission to connect to the Public Sewer. (Ord. No. 75-24, § 1, 6-1-75; Ord. No. 81-31, § 3, 5-20-81; Ord. No. 81-87, § 1, 12-9-81; Ord. No. 89-25, § 1, 6-7-89; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 6, 12-14-11)

Secs. 22-153—22-160. Reserved.

ARTICLE 7. SEWER CONNECTION LATERALS

Sec. 22-161. Installations, repairs, alterations, replacements prohibited; exceptions.

No Person other than the City shall install, repair, alter, or replace any Sewer Connection Lateral within the City, with the exception of:

A. a Sewer Connection Lateral that is installed, repaired, altered, or replaced as a part of a contract to which the City is a party; or

B. a Sewer Connection Lateral that is being constructed by a Person as a part of a contract between the contractor and the owners of property to be benefited, when the contract is for the construction of Sewer lines that are or are intended to become public property, and when the work is being performed under the general supervision and inspection of the City. (Ord. No. 76-13, § 6, 5-26-76; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 7, 12-14-11)

Sec. 22-162. Licenses required to install, repair, alter, or replace Sewer Connection Laterals.

All Persons other than the City shall be licensed by the California Contractors State License Board to install, repair, alter, or replace Sewer Connection Laterals and shall have a current and valid license to do such business within the City. (Ord. No. 76-13, § 6, 5-26-76; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 7, 12-14-11)

Sec. 22-163. Installations, repairs, alterations, replacements by Persons other than City subject to regulations.

Sewer Connection Laterals that are installed, repaired, altered, or replaced by any Person, other than the City, as provided in section 22-161, shall conform to the requirements of the applicable sections of the standard specifications of the City for construction work in public places, the appropriate sections of the City Plumbing regulations, and all other applicable codes and ordinances enforced in the City. A construction plan must be submitted and approved by the City prior to any construction of a Sewer Connection Lateral. (Ord. No. 73-16, § 6, 5-26-76; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 7, 12-14-11)

Sec. 22-164. Reserved.

Sec. 22-165. Maintenance of Sewer Connection Lateral.

A. Except as provided in subsection (E), the property owner shall be responsible for all maintenance, repair, replacement, cleaning, and removal of blockages in the Sewer Connection Lateral.

B. Except as provided in subsection (D), the property owner shall be responsible for locating, exposing, and maintaining the Property Line Cleanout for the purpose of inspection, cleaning, and removal of blockages in the Sewer Connection Lateral.

C. Except as provided in subsection (D), the property owner is responsible for all costs incurred for maintenance, repair, replacement, cleaning, and removal of blockages in the Sewer Connection Lateral, and verification of Sewer Connection Lateral breakage or damage.

D. Except when performing work by agreement or contract with the City, no Person or other entity other than the City shall excavate for or otherwise expose any portion of a Sewer Connection Lateral within a public right-of-way, with the exception that where a Property Line Cleanout has been installed in public property, the cleanout cap or cover may be exposed for maintenance purposes provided that the covering materials are replaced in kind and in the same condition, or better, as existed before the excavation was made.

E. The maintenance of the Sewer Connection Lateral, up to and including the connection to the main, is the sole responsibility of the private property owner. The City may be responsible for repairs of the Sewer Connection Lateral only upon proof by the property owner to the satisfaction of a qualified City Wastewater maintenance employee that damage to the Sewer Connection Lateral was the result of work performed by the City or a licensed contractor working for the City. This must be proven by video inspection from a ground level cleanout or a breakout opening in the building lateral in the presence of a qualified City Wastewater maintenance employee. The City reserves the sole right to determine when and where to conduct video inspections of Sewer Connection Laterals.

F. When any maintenance relation violation occurs or an Illegal Discharge has occurred, the property owner or management company must have the Sewer Connection Lateral cleaned and televised by a licensed plumber. A copy of video inspection (Flash Memory Drive only) must be given to the City for its review to ensure the Sewer Connection Lateral has been cleaned properly and there are no associated obstructions, damages, or failures. After reviewing the video inspection, the Director will require that any deficiencies or necessary repairs observed on the video be made at the business/property owner's expense, within the time frame designated by the Environmental Programs Division. All repairs are to be made per the most recently adopted version of the Uniform Plumbing Code, and all permits for the repairs are to be obtained from the City's building department prior to performance of repairs.

G. Compliance with all applicable laws is a condition of connecting to the City's Wastewater System. Any violation or failure to comply with applicable regulations shall be grounds for termination of the connection. (Ord. No. 76-13, § 6, 5-26-76; Ord. No. 93-24, § 2, 5-25-93; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 7, 12-14-11)

Sec. 22-166. Cleanouts.

Cleanouts shall be installed in accordance with the City's building code. (Ord. No. 76-13, § 6, 5-26-76; Ord. No. 93-24 § 3, 8-25-93; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 7, 12-14-11)

Secs. 22-167—22-168. Reserved.

ARTICLE 8. INDUSTRIAL WASTEWATERS

Note

* **Prior ordinance history:** Ord. Nos. 76-13, § 7, 5-26-76; 82-97, § 7, 9-29-82; 89-24, § 1, 6-7-89; 89-38, § 1, 8-16-89; 90-35, § 1, 7-18-90.

Sec. 22-169. Purpose.

This article sets forth requirements for the City to comply with all applicable state and federal laws, including the Act and the general Pretreatment regulations (40 C.F.R. Part 403). The purpose of this article is to prevent the introduction of Pollutants that interfere with the operation of the HARRF; prevent Pass Through at HARRF; provide for the maximum possible beneficial public use of the City's Wastewater System, brine, and treatment facilities through adequate regulations and permit requirements governing nonresidential Discharges; provide for equitable distribution of the City's costs; promote reuse and recycling; and provide procedures for complying with requirements placed upon the City by other regulatory agencies. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11)

Sec. 22-170. Superseding previous regulations.

This article shall supersede all previous regulations and policies of the City governing items covered in this article. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11)

Sec. 22-171. Reserved.

Editor's note — Ord. No. 2011-18, adopted 12-14-11, repealed § 22-171, pertaining to Definitions, which derived from Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07; § 1, 2-27-2008.

Sec. 22-172. Industrial Users.

A. Industrial Users shall be categorized as one of the following classes:

(1) Class I – SIUs. Class I Industrial Users currently regulated by federal Categorical Pretreatment Standards pursuant to 40 C.F.R. section 403.6 and 40 C.F.R. Chapter I, Subchapter N, or any Industrial Users that Discharge an average of 25,000 gpd or more of process Wastewater to the HARRF, contribute a process wastestream that makes up 5% or more of the average dry weather hydraulic or organic capacity of the HARRF, or is designated as such by the City on the basis that the Industrial User has a reasonable potential for adversely affecting the HARRF's operation or for violating any Pretreatment Standard or requirement. All Class I SIUs are subject to permitting, inspection, and sampling requirements.

(2) Class II – Non-categorical non-SIUs. Class II Industrial Users are those whose flow Discharges are less than 25,000 gpd, consisting of one of the following subclasses:

a. Class II-a: Pretreatment required. Class II-a Industrial Users are non-SIU Dischargers who are required to have Pretreatment, usually in the form of Grease Interceptors, Grease Traps, clarifiers, Dental Amalgam Separators, sand oil separators, silver recovery

systems, or any type of source control equipment. This classification primarily consists of Automotive Service Establishments, Food Service Establishments, and some industrial and commercial facilities.

b. Class II-b: No Pretreatment required. Class II-b Industrial Users are non-SIU dischargers that have no potential to adversely affect the Wastewater treatment process or operation at the HARRF and do not violate any Pretreatment standard, prohibition, or requirement of this chapter.

(3) Class III – Non-Significant Categorical Industrial User. Class III Industrial Users are those who are subject to a Categorical Pretreatment Standard for which the Industrial User never Discharges more than 100 gpd of total categorical Wastewater (excluding sanitary, non-contact cooling, and boiler blowdown Wastewater), and who also meet the following conditions:

a. the Industrial User has consistently complied with all applicable Categorical Pretreatment Standards and Pretreatment Requirements;

b. the Industrial User annually submits a certification statement required by 40 C.F.R. section 403.12(q), together with any additional information necessary to support the certification statement; and

c. the Industrial User never Discharges any untreated concentrated Wastewater.

B. The Director may create additional classifications for Industrial Users. The Pretreatment Requirements applicable to such classifications shall comply with local, state, and federal laws. The Director may, in accordance with 40 C.F.R. section 403.3(v)(3), determine that an Industrial User that meets the criteria for a Class I Industrial User (SIU), has no reasonable potential for adversely affecting the HARRF or for violating any Pretreatment Standards or Pretreatment Requirements, and, upon such finding, the Director may determine that the Industrial User is not a SIU. The Director's power includes, but is not limited to, issuing a zero Discharge certification to zero Discharge categorical Users. Zero Discharge categorical Users are Industrial Users subject to federal Pretreatment Standards, as described in 40 C.F.R. section 405 et seq.; have any connection to the Sanitary Sewer system; but do not Discharge Wastewater from the categorical process to the Sanitary Sewer. Such certifications shall include all information the Director deems necessary to ensure compliance with this chapter and all applicable state and federal laws.

C. Users shall provide Wastewater treatment as necessary to comply with this chapter and shall achieve compliance with all Pretreatment Standards and other prohibitions set out in this chapter within the time limits specified by the EPA, the state, or the City, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the City for review, and shall be acceptable to the City before such facilities are constructed. The City's review of plans and operating procedures shall in no way relieve the User from the responsibility of modifying a facility as necessary to produce a Discharge acceptable to the City under the provisions of this chapter.

D. Whenever deemed necessary, the City may require Users to restrict their Discharge during Peak Flow periods, designate that certain Wastewater be Discharged only into specific

Sewers, relocate or consolidate points of Discharge, separate Sewage wastestreams from industrial wastestreams, or other conditions as may be necessary to protect the POTW and determine a User's compliance with the requirements of this chapter.

E. The City may require any Person discharging into the POTW to install and maintain on the Person's property and at the Person's expense a suitable storage and flow-control facility to ensure equalization of flow.

F. All non-domestic Dischargers are required to have a current business license with the City.

G. SIU and Industrial Users in Significant Noncompliance (SNC). A SIU (or any other Industrial User that violates subsections (3), (4), or (8) below) is in SNC if its violation meets one or more of the following criteria:

(1) Chronic violations of Wastewater Discharge limits, defined here as those in which 66% or more of all the measurements taken for the same Pollutant parameter during a six-month period exceed (by any magnitude) a numeric Pretreatment Standard or Pretreatment Requirement, including Instantaneous Limits;

(2) Technical Review Criteria (TRC) violations, defined here as those in which 33% or more of all of the measurements taken for the same Pollutant parameter during a six-month period equals or exceeds the product of the numeric Pretreatment Standard or Pretreatment Requirement, including Instantaneous Limits, multiplied by the applicable criteria (1.4 for BOD, TSS, or FOG; and 1.2 for all other Pollutants except pH);

(3) Any other violation of a Pretreatment Standard or Pretreatment Requirement pursuant to this chapter or as defined by 40 C.F.R. section 403.3(l), including Daily Maximum Limit, long-term average, Instantaneous Limit, or narrative standard, that the Director determines has caused, alone or in combination with other Discharges, Interference or Pass Through (including endangering the health of POTW Personnel or the general public);

(4) Any Discharge of a Pollutant that has caused imminent endangerment to the public or the environment, or has resulted in the Director's exercise of its emergency authority to halt or prevent such a Discharge;

(5) Failure to meet, within 90 days after the scheduled date, a Compliance Schedule milestone contained in an individual Wastewater Discharge Permit, local control mechanism, or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide, within 45 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with Compliance Schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation or group of violations, which may include a violation of BMPs, that the Director determines will adversely affect the operation or implementation of the local Pretreatment program. (Ord. No. 2011-18, § 8, 12-14-11; Ord. No. 2018-01, § 10, 4-4-18)

Sec. 22-173. Prohibited Discharges into a Wastewater System.

The following general prohibitions apply to all Users of the HARRF whether or not they are subject to Categorical Pretreatment Standards or any other national, state, or local Pretreatment Standards or Pretreatment Requirements. No facility or Person shall Discharge, deposit, or cause or allow to be Discharged or deposited or Passed Through into the City's Wastewater System any Wastewater containing any Wastewater, Pollutant, material, or substance prohibited by section 22-37 of this chapter;

Sec. 22-174. Limitations on Discharges into a Wastewater System.

A. General limitations. In addition to prohibited Discharges as set forth in section 22-173, no Person shall otherwise Discharge or convey, or permit or allow to be Discharged or conveyed, to the City Wastewater System any Pollutants of such character or quantity that will:

(1) not be susceptible to treatment or interfere with the process or efficiency of the treatment system;

(2) constitute a hazard to human or animal life, or to the stream or Watercourse receiving the Treatment Plant effluent;

(3) violate any federal, state, or local Pretreatment Standard;

(4) any material or quantity of material that will cause or have the potential to cause the HARRF's effluent to exceed the concentration limits of its NPDES Permit as established by the RWQCB, and any subsequent amendments as are duly adopted from time to time by the RWQCB.

B. Local Limits. In addition to the limitations specified in subsection (A), the City's Local Limits shall apply to all Discharges to the City's Sewage System. The Local Limits may be allocated among Industrial User classes or individual Users as uniform or non-uniform concentration limits and mass loading limits. The industry being issued daily maximum concentrations may vary depending on the type of industry, flow, and loading that may impact the HARRF and will be issued limits applicable to that specific industry.

C. Daily Maximum Limits. The Daily Maximum Limits of specific Contaminants that may be present in a User's Discharge to the City Sewage System shall be set by resolution of the City Council. It is unlawful to Discharge Wastewater containing Contaminants in excess of the Daily Maximum Limits set by resolution of the City Council. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 97-34R, § 1, 1-21-98; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11; Ord. No. 2018-01, § 12, 4-4-18)

Sec. 22-175. Prohibited Discharge locations.

A. It is unlawful for any Person to Discharge or cause to be Discharged into any Storm Drain or Stormwater channel or natural Watercourse, whether currently carrying water or not, or into any pipe or waterway leading to such drain, channel, or Watercourse, any solid or fluid material that (i) will impair, or has the potential to impair, the useful functioning of such drain, channel, or Watercourse; (ii) causes expense to the City, or other public agency, in maintaining the proper functioning of such drain, channel, or Watercourse; (iii) causes a public Nuisance or public hazard; or (iv) causes detrimental Pollution of natural surface or subsurface waters.

B. It is unlawful for any Person to deposit or Discharge into any impermeable sump, into any pit or well, onto the ground, or into any Storm Drain or Watercourse any material that, by seeping underground or by being leached or by reacting with the soil, is detrimental to the usable underground waters and exceeds the range of the effects of ordinary nonindustrial land uses on underground waters into which such wastes seep, or that violates any requirements of the RWQCB . (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11)

Sec. 22-176. Wastewater Discharge Permits.

A. A Wastewater Discharge Permit must be obtained by any Industrial User whose Wastewater contains or may contain Pollutants not normally found or in concentrations in excess of those normally found in Domestic Wastewater. Users requiring a Wastewater Discharge Permit shall include, but not be limited to, the following categories:

(1) a User whose Wastewater contains or may contain any substance that would cause the Wastewater to be considered a prohibited Discharge under this article;

(2) a User that meets the criteria set forth in 40 C.F.R. section 403.3, is designated as a SIU, and is categorized as a Class I Industrial User pursuant to section 22-172(A)(1);

(3) any other User determined by the Director to require special regulation or source control;

B. A non-domestic Discharge of Wastewater to the Sewage System is prohibited unless the Discharger obtains a Wastewater Discharge Permit or other authorization to Discharge from the City;

C. Class I and Class III Industrial Users are required to obtain a Wastewater Discharge Permit from the City prior to initiating Discharge;

D. The Director is authorized to make the determination as to which Discharge class the Discharger will be assigned;

E. The Director is authorized to require each Discharger to submit a Wastewater Discharge Permit application in accordance with section 22-177; and

F. Any Beer Manufacturer, Winegrower, Brandy Manufacturer, or Distilled Spirits Manufacturer must obtain a Wastewater Discharge Permit prior to initiating a Discharge. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11; Ord. No. 2014-11, § 2, 3-19-14)

Sec. 22-177. Wastewater Discharge Permit application.

A. No User shall Discharge Wastewater into the City's POTW, or other Wastewater System without first obtaining an individual Wastewater Discharge Permit. The Director may require Users to obtain individual Wastewater Discharge Permits as necessary to carry out the purposes of this chapter.

B. Any violation of the terms and conditions of an individual Wastewater Discharge Permit shall be deemed a violation of this chapter. Obtaining an individual Wastewater Discharge Permit does not relieve a permittee of its obligation to comply with all federal and state Pretreatment Standards or Pretreatment Requirements or with any other requirements under federal, state, or local laws, regulations, or orders.

C. A User applying for a new individual Wastewater Discharge Permit shall submit a complete application at least 90 days prior to connecting to or contributing to the City's Wastewater System. A User seeking reissuance of an individual Wastewater Discharge Permit must submit a complete application no later than 180 days before the expiration of the User's Wastewater Discharge Permit.

D. The Director may require applicants to submit all or some of the following information as part of a Wastewater Discharge Permit application:

(1) Identifying Information. Contact information consisting of the name and address of the Premises or facility, including the name of the operator and owner, as well as a general description of the Premises or facility;

(2) Environmental Permits. A list of all environmental control permits held by or for the owner and operator of the Premises or facility.

(3) Description of activity.

a. A brief description of the nature; average rate of production (including each product produced by type, amount, processes, and rate of production); and Standard Industrial Classification (SIC) of the operations carried out by the User. This description should include a schematic process diagram that indicates points of Discharge to the POTW from the regulated processes.

b. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility that are, or could accidentally or intentionally be, Discharged to the POTW;

c. Number and type of employees, hours of operation, and proposed or actual hours of operation;

d. Type and amount of raw materials processed (average and maximum per day);

e. Site plans, floor plans, mechanical and Plumbing plans, and details to show all Sewers, floor drains, and appurtenances by size, location, and elevation, and all points of Discharge including, but not limited to, locations of Sewer Connection Laterals;

(4) Time and duration of Discharges;

(5) The location for monitoring all wastes covered by the Wastewater Discharge Permit, including but not limited to sampling points and Pretreatment facilities;

(6) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day (gpd), to the POTW from regulated process streams and other streams as further described in 40 C.F.R. section 403.6(e), including but not limited to estimated Wastewater Strength, estimated Wastewater flow, average Wastewater Discharge flow rates for each Sewer Connection Lateral, and peak Wastewater Discharge flow rates for each Sewer Connection Lateral;

(7) Measurement of Pollutants.

a. The Categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.

b. The results of sampling and analysis identifying the nature and concentration, and/or mass of regulated Pollutants in the Discharge from each regulated process.

c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required.

(8) Facilities and plant processes on the Premises, including raw materials, processes, and types of materials that are or could be Discharged;

(9) SIC number;

(10) Total product produced, by type;

(11) Number and responsibilities of employees; and

(12) Other information the Director may deem necessary to evaluate the application.

E. The Director shall notify the individual Wastewater Discharge Permit applicant when the application is deemed to be complete. The Director will approve or deny the Wastewater Discharge Permit application within 90 days of receipt of a complete application. Incomplete or inaccurate Wastewater Discharge Permit applications will not be processed and will be returned to the applicant for revision.

F. All Wastewater permit applications, User reports, and certification statements must be signed by an Authorized Representative of the User. If the designation of an Authorized Representative of the User is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this section

must be submitted to the Director prior to or together with any reports to be signed by an Authorized Representative of the User. All Wastewater Discharge Permit applications, User reports, and certification statements must contain the applicable certification statement pursuant to section 22-187.

G. It shall be deemed unlawful to submit false information when applying for a Wastewater Discharge Permit or business license, or to use a SIC number that identifies a non-specific generalized process if the process being performed is subject to federal categorical regulations based on 40 CFR 403 regulations.

(Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11)

Sec. 22-178. Terms and conditions of Wastewater Discharge Permit.

A. A Wastewater Discharge Permit shall include such terms and conditions as are deemed reasonably necessary by the Director to prevent Pass Through or Interference, protect the quality of the water body receiving the Treatment Plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

B. Terms. A Wastewater Discharge Permit shall be expressly subject to all provisions of this article and all other applicable regulations established by the City. An individual Wastewater Discharge Permit must contain:

(1) a statement that indicates the Wastewater Discharge Permit issuance date, expiration date, and effective date;

(2) a statement that the Wastewater Discharge Permit is nontransferable without prior written consent of the Director pursuant to section 22-181, and provisions for furnishing the new owner or operator with a copy of the existing Wastewater Discharge Permit;

(3) a group classification designation;

(4) effluent limits, including BMPs, based on applicable Pretreatment Standards;

(5) requirements for monitoring, self-monitoring, sampling, reporting, notification, and record-keeping, including an identification of Pollutants (or BMPs) to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law;

(6) requirements for reports of initial and continuing compliances;

(7) requirements for Pretreatment facilities;

(8) a statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Pretreatment Requirements, and any applicable Compliance Schedule, which may not extend the time for compliance beyond that required by applicable federal, state, or local law;

(9) requirements to control Slug Discharge, if determined by the Director to be necessary.

C. Conditions. A Wastewater Discharge Permit may contain, but need not be limited to, the following conditions:

(1) limits on average and maximum rate of Discharge, restriction of Discharge to certain hours of the day, or requirements for flow regulation and equalization;

(2) requirements for the installation of flow measurement or other facilities, including but not limited to the installation of Pretreatment technology, Pollution control, or construction of appropriate containment devices designed to reduce, eliminate, or prevent the introduction of Pollutants into the POTW;

(3) requirements for the development and implementation of spill control plans or other special conditions, including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine Discharges;

(4) development and implementation of waste minimization plans to reduce the amount of Pollutants Discharged to the POTW;

(5) the unit charge or schedule of User charges and fees for the management of the Wastewater Discharged to the POTW;

(6) requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices and City access to the facilities;

(7) specifications for monitoring programs that may include sampling locations; method of sampling; chemical constituents to be reported upon; frequency of sampling; and number, types, and standards for tests;

(8) a statement that compliance with the Wastewater Discharge Permit does not relieve the permittee of responsibility for compliance with all applicable federal and state Pretreatment Standards, including those that become effective during the term of the Wastewater Discharge Permit;

(9) a permit application fee;

(10) limitations on Wastewater Strength for the flow in each Sewer Connection Lateral, including average and maximum concentrations of the Wastewater constituents and characteristics;

(11) requirements for submission of technical reports or Discharge reports, and authority for the Director to copy all such reports kept at the Premises of the User;

(12) requirements for maintaining and retaining plant records relating to Wastewater Discharge as specified by the City, and affording access to the City for the purposes of inspection and copying;

(13) requirements for facilities to prevent accidental Discharge or Slug Discharge of prohibited materials or other wastes regulated by this article; and

(14) other conditions as deemed appropriate by the Director to ensure compliance with this chapter or federal and state laws, regulations, or orders.

Sec. 22-179. Wastewater Discharge Permit duration.

A Wastewater Discharge Permit shall be issued for a specified time period, not to exceed five years from the effective date of the permit. A Wastewater Discharge Permit may be issued for a period less than five years, at the discretion of the Director. Each Wastewater Discharge Permit shall indicate a specific date upon which it will expire.

Sec. 22-180. Change of permit terms and conditions.

A. The City maintains sole discretion to change any of the terms and conditions of a Wastewater Discharge Permit at any time as circumstances may require. The City shall allow a User reasonable time to comply with any changes to a Wastewater Discharge Permit as implemented by the City.

B. An amended Wastewater Discharge Permit shall be required prior to the commencement of any construction of new facilities or operation of modified facilities for any of the following:

(1) Alterations to connections to the Wastewater collection system; or

(2) Modification of an industrial plant, process, or Wastewater treatment facility in a manner that would increase or decrease the flow rate or alter the quality of the Wastewater Discharge described in the corresponding Wastewater Discharge Permit.

C. Upon promulgation of a new National Categorical Pretreatment Standard, the Director shall notify by registered letter all Users who may be subject to such standard, including the applicable reporting requirements under 40 C.F.R. section 403.12. Within 180 days after the promulgation of a new National Categorical Pretreatment Standard, all applicable Users shall make an application to the Director for a Wastewater Discharge Permit. Likewise, applicable Users with an existing Wastewater Discharge Permit shall make application to the Director for a revised permit within 180 days after the promulgation of such standard. The City shall respond by issuing a new or revised Wastewater Discharge Permit to the applicant. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11)

Sec. 22-181. Transfer of Wastewater Discharge Permit prohibited.

Wastewater discharge permits are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises or a new or changed operation unless approved by the director. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11)

Sec. 22-182. Revocation of Wastewater Discharge Permit.

A. A Wastewater Discharge Permit may be revoked for good cause, including but not limited to being revoked for the following reasons:

(1) failure to notify the Director of significant changes in operations or Wastewater constituents and characteristics prior to the challenged Discharge;

(2) failure to provide prior notification to the City of changed conditions pursuant to this chapter;

(3) misrepresentation or failure to fully disclose all relevant facts in the Wastewater Discharge Permit application;

(4) falsifying a self-monitoring report or certification statement;

(5) tampering with monitoring equipment;

(6) refusing to allow City personnel reasonable and timely access to the User's Premises, facilities, or records for the purpose of inspection or monitoring;

(7) failure to meet effluent limitations;

(8) failure to pay fines;

(9) failure to pay Sewer charges;

(10) failure to meet Compliance Schedules;

(11) failure to complete a Wastewater survey or the Wastewater Discharge Permit application;

(12) failure to provide advance notice of the transfer of business ownership of a permitted facility;

(13) violation of any Pretreatment Standard or Pretreatment Requirement, any term or condition of the Wastewater Discharge Permit, or any provision of this chapter;

(14) failure of a User to accurately report the Wastewater constituents and characteristics of its Discharge; or

(15) any violation of the terms or conditions of the Wastewater Discharge Permit.

B. A Wastewater Discharge Permit shall be voidable upon cessation of operations or transfer of business ownership. Any Wastewater Discharge Permit issued to a User is void upon the issuance of a new Wastewater Discharge Permit to that User.

Sec. 22-183. Unusual conditions, special agreements, and waivers.

A. No statement contained in this article prevents any special agreement or arrangement between the City and any Industrial User whereby a nonresidential waste of unusual strength or character may be accepted by the City for treatment.

B. Subject to subsection (C), the Director shall grant approval for a Discharge to the Sewer that otherwise fails to comply with this article, in the form of a waiver or modification of the requirements of a Wastewater Discharge Permit, if the Director, pursuant to the Director's Approval, finds that:

(1) the Discharge will not cause harm to, nor unreasonably or inequitably burden, the Wastewater System; and

(2) when considered together with similar excesses in Discharges, will not materially affect the ability of the City to meet RWQCB's requirements as to the City's Wastewater Treatment Plant effluent pursuant to the applicable NPDES permit.

C. The Director shall not grant a waiver or modify requirements of a Wastewater Discharge Permit regarding any requirement set forth by federal or state law, regulation, or order. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11)

Sec. 22-183.1 Regulation of Waste received from other jurisdictions.

A. If another municipality, or User located within another municipality, contributes Wastewater to the POTW, the Director shall enter into an inter-municipal agreement with the contributing municipality.

B. Prior to entering into an agreement required by subsection (A), the Director shall request the following information from the contributing municipality:

(1) A description of the quality and volume of Wastewater Discharged to the POTW by the contributing municipality;

(2) An inventory of all Users located within the contributing municipality that are Discharging to the POTW; and

(3) Such other information as the Director may deem necessary.

C. An inter-municipal agreement, as required by subsection (A), shall contain the following conditions:

(1) A requirement for the contributing municipality to adopt a Sewer use ordinance at least as stringent as this chapter and Local Limits, including required baseline monitoring reports at least as stringent as those set out in this chapter. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to this chapter or Local Limits;

(2) A requirement for the contributing municipality to submit a revised User inventory on at least an annual basis;

(3) A provision specifying which Pretreatment implementation activities, including issuance of a Wastewater Discharge Permit, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the

Director; and which of these activities will be conducted jointly by the contributing municipality and the Director;

(4) A requirement for the contributing municipality to provide the Director with access to all information that the contributing municipality obtains as part of its Pretreatment activities;

(5) Limits on the nature, quality, and volume of the contributing municipality's Wastewater at each point where it Discharges to the POTW;

(6) Requirements for monitoring the contributing municipality's Discharge;

(7) A provision ensuring the Director's access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Director; and

(8) A provision specifying remedies available for breach of the terms of the inter-municipal agreement.

Sec. 22-184. Administrative authority.

A. The Director is charged with responsibility for the City's Wastewater control program, the administration and enforcement of the provisions of this article, and the City of Escondido municipal Industrial Waste program's Enforcement Response Procedures.

B. To effectively administer and enforce the provisions of these regulations, the Director may require any Discharger to comply with any or all of the requirements of this chapter. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11)

Sec. 22-185. Pretreatment Requirements.

A. Pretreatment Requirements for Food Service Establishments, Automotive Service Establishments, and other Industrial Users.

(1) Each establishment shall have its own separate Pretreatment Equipment unless there is approved communal pretreatment equipment

(2) Each Food Service Establishment must have its own separate rendered oil container.

(3) Any tenant improvement, addition of fixtures, or remodel of an existing facility shall require installation or upgrade of Pretreatment Equipment. Pretreatment Equipment must be approved by the Environmental Programs prior to installation and must comply with the most recently adopted version of the Uniform Plumbing Code, as well as any other requirements mandated by Environmental Programs

(4) Pretreatment Equipment shall be provided, subject to the Director's Approval, when necessary for the proper handling of liquid wastes containing grease in excessive amounts, or regulated wastes, sand, or other harmful or potentially harmful materials; except that such equipment shall not be required for private living quarters or dwelling units. All

Pretreatment Equipment shall be of a type and capacity as required by the most recently adopted version of the Uniform Plumbing Code, shall be subject to the Director's Approval, and shall be located so as to be readily and easily accessible for cleaning and inspection.

(5) All stored liquid waste or bulk storage of new liquid products shall be stored under cover and have secondary containment.

(6) The requirement for installation of Pretreatment Equipment shall be indicated in the User's Wastewater Discharge Permit.

(7) All Pretreatment Equipment deemed necessary shall be installed and maintained at the owner's expense.

(8) All Pretreatment equipment shall be cleaned by a licensed hauler and in efficient operation at all times. Pretreatment equipment that is failing or damaged shall be replaced to current standards.

(9) Food waste disposal units and waste pulper systems are not allowed in commercial kitchens. Food Service Establishment dishwasher units must Discharge downstream of the Food Service Establishment's grease removal equipment.

(10) Any establishment that generates hazardous waste shall have a proper California Hazardous Waste Permanent ID number provided by the Department of Toxic Substances Control. All generated waste shall be disposed of properly through a licensed hauler for the automotive wastes generated on-site, including but not limited to motor oil, oil filters, antifreeze, transmission fluid, and wet and dry paint waste.

(11) Maintenance records and hauling and disposal manifests shall be current and kept on-site and readily available for inspection at all times. Each individual Discharger shall retain its own maintenance records for Pretreatment equipment, even when there is existing communal Pretreatment equipment on-site. Falsified records shall result in an administrative citation and may also result in additional enforcement action pursuant to this chapter.

B. Mercury reduction program. The City may require on-site silver recovery or mercury Pretreatment at photographic, medical, dental, or similar facilities, in order to ensure compliance with the City's Local Limits for silver and mercury. The City will regulate these industries under Class II-a permits.

C. Pretreatment Requirements for a Beer Manufacturer, Winegrower, Brandy Manufacturer, or Distilled Spirits Manufacturer may be determined administratively by the Director based on the quality and quantity of the operations and in accordance with all provisions of this chapter. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 97-34R, § 2, 1-21-98; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11; Ord. No. 2014-11, § 3, 3-19-14; Ord. No. 2018-01, § 15, 4-4-18)

Sec. 22-186. Accidental Discharge and Slug Discharge and Bypass of the treatment facility.

A. Protection from accidental Discharge and Slug Discharge.

(1) The City shall evaluate whether each SIU needs an accidental Discharge control plan or accidental Slug Discharge control plan, or both, or other action to control Slug Discharges. The City may require any User to develop, submit for approval, and implement such a plan, or take such other action that may be necessary to control Slug Discharges.

(2) Each Industrial User shall provide protection from accidental Discharge of prohibited materials or other wastes regulated by this article. Facilities to prevent accidental Discharge of such materials shall be provided and maintained at the User's expense. Detailed plans showing facilities and operation procedures to provide this protection shall be submitted to the Director for review, and shall be approved by the Director, pursuant to the Director's Approval, before construction of the facility. Review and approval of such plans and operating procedures shall not relieve the Industrial User from the responsibility to modify its facility as necessary to meet the requirements of this article.

(3) Each User required to provide facilities for protection from accidental Discharge shall be identified in the User's Wastewater Discharge Permit. Permit provisions shall describe the extent of facilities required and shall outline a Compliance Schedule.

(4) If, for any reason, a facility does not comply with or is unable to comply with the protection from accidental Discharge limitations of this article, the facility responsible for such Discharge shall immediately notify the Director or appropriate response authority so that corrective action may be taken to protect the treatment system.

(5) In the event of any accidental Discharge, a written report addressed to the Director detailing the date, time, and cause of the accidental Discharge; the quantity and characteristics of the Discharge; and corrective action taken to prevent future Discharges, shall be filed by the responsible User within five days of the occurrence of the Discharge.

(6) At least once every two years, the Director shall evaluate whether each SIU needs an accidental Discharge control plan or accidental Slug Discharge control plan, or both, or other action to control Slug Discharges. The Director may require any User to develop, submit for approval, and implement such a plan. Alternatively, the Director may develop such a plan for any User. An accidental Discharge control plan or accidental Slug Discharge control plan, or both, shall address, at a minimum, the following:

- a. Description of Discharge practices, including non-routine batch Discharges;
- b. Description of stored chemicals;
- c. Procedures for immediately notifying the Director of any accidental or Slug Discharge, as required by this section; and
- d. Procedures to prevent adverse impacts from any accidental or Slug Discharge. Such procedures shall include, but shall not be limited to, inspection and maintenance of storage areas; handling and transfer of materials; loading and unloading operations; control of plant site runoff; worker training; building of containment structures or equipment; measures for containing toxic organic Pollutants, including solvents; and measures and equipment for emergency response.

(7) SIUs are required to notify the Director immediately of any changes at the SIU's facility affecting the potential for a Slug Discharge.

B. Bypass of a treatment facility. Any Bypass is prohibited unless otherwise permitted by 40 C.F.R. section 403.17. In the event of a Bypass, the Industrial User must comply with all the requirements of 40 C.F.R. section 403.17. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11; Ord. No. 2018-01, § 16, 4-4-18)

Sec. 22-187. Discharge reports.

A. The Director may require Discharge reports, including but not limited to questionnaires, technical reports, sampling reports, test analyses, and periodic reports of Wastewater Discharge. Reporting requirements shall be as specified in the User's Wastewater Discharge Permit. When a report filed by a User pursuant to this section is not adequate in the judgment of the Director, the User may be required to supply additional information as deemed necessary by the Director.

B. A Discharge report may include, but shall not be limited to, the nature of the process, volume, and rates of Wastewater flow; a lab analysis of Wastewater samples, elements, constituents, and characteristics of the Wastewater; and any information required in an application for a Wastewater Discharge Permit.

C. All costs associated with preparation of Discharge reports, including the costs of Wastewater analysis, shall be the responsibility of the User.

D. Any User subject to National Categorical Pretreatment Standards or Pretreatment Requirements shall comply with all reporting and recordkeeping requirements in accordance with the general Pretreatment regulations for Existing Sources and New Sources of Pollution (40 C.F.R. Part 403). All reports specifically set forth in 40 C.F.R. Part 403 shall be required pursuant to this article. These include, but are not limited to:

(1) Baseline monitoring reports.

a. Within either 180 days after the effective date of a Categorical Pretreatment Standard, or the final administrative decision on a subcategory determination under 40 C.F.R. section 403.6(a)(4), whichever is later, existing Categorical Industrial Users currently Discharging to or scheduled to Discharge to the POTW shall submit to the Director a report that contains the information listed in subsection (D)(1)(b). At least 90 days prior to commencement of a Discharge, New Sources and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable Categorical Standard shall submit to the Director a report that contains the information listed in subsection (D)(1)(b). A New Source shall report the method of Pretreatment it intends to use to meet applicable Categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of Pollutants to be Discharged.

b. Users described in subsection (D)(1)(a) shall submit the following information:

(i) Identifying information. The User shall provide the information required in section 22-177(D)(1);

(ii) Measurement of Pollutants. The User shall provide the information required in section 22-177(D)(7), in accordance with the following:

(a) All samples and corresponding analyses shall comply with section 22-187-1;

(b) The User shall take a minimum of one representative sample to compile the data necessary to comply with the requirements of this section;

(c) Samples should be taken immediately downstream from Pretreatment Facilities if such exist or immediately downstream from the regulated process if no Pretreatment exists. If other Wastewater is mixed with regulated Wastewater prior to Pretreatment, the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 C.F.R. section 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 C.F.R. section 403.6(e), this adjusted limit, along with supporting data, shall be submitted to the City; and

(d) The Director may allow the submission of a baseline report that utilizes only historical data so long as the data provides information sufficient to determine the need for industrial Pretreatment measures. The baseline report shall indicate the time, date, and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected Pollutant Discharges to the POTW.

(iii) Compliance certification. A statement, reviewed by the Authorized Representative of the User and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance, or additional Pretreatment, is required to meet the applicable Pretreatment Standards;

(iv) Compliance Schedule. If additional Pretreatment or operation and maintenance will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional Pretreatment or operation and maintenance. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A Compliance Schedule must meet the requirements set out in subsection (D)(2);

(v) Environmental permits. A list of any environmental control permits held by or for the facility;

(vi) Description of operations. A brief description of the nature; average rate of production (including each product produced by type, amount, processes, and rate of production); and SIC of the operations carried out by the User. This description should include a schematic process diagram that indicates points of Discharge to the POTW from the regulated processes;

(vii) Flow measurement. Information showing the measured average daily and maximum daily flow, in gallons per day (gpd), to the POTW from regulated process streams

and other streams, if necessary, to allow use of the combined wastestream formula set out in 40 C.F.R. section 403.6(e);

(2) Compliance Schedule progress reports. The following conditions shall apply to the Compliance Schedule and related progress reports required by this chapter:

a. The Compliance Schedule shall contain progress increments, each increment not to exceed nine months, in the form of dates for the commencement and completion of major events leading to the construction and operation of additional Pretreatment required for the User to meet the applicable Pretreatment Standards or Pretreatment Requirements (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

b. The User shall submit a progress report to the Director, at least every nine months and no later than 14 days following each date in the Compliance Schedule and the final date of compliance, which shall include, at a minimum, a description of whether or not the User complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established Compliance Schedule; and

(3) Periodic compliance reports. The following conditions shall apply to the periodic compliance reports required by this chapter:

a. All SIUs shall, at a frequency determined by the Director, but at least two times per year (in June and December, unless otherwise stated), submit a report indicating the nature and concentration of Pollutants in the Discharge that are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a BMP or Pollution prevention alternative, the User must submit documentation required by the Director or the Pretreatment Standard necessary to determine the User's compliance status.

b. All Wastewater samples must be representative of the User's Discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its Discharge.

c. If a User subject to the reporting requirement in this section monitors any Pollutant more frequently than required by the Director, using the procedures prescribed in section 22-187-1, the results of this monitoring shall be included in the report.

(4) Reports of changed conditions. Each User must notify the Director of any planned significant change to the User's operations or system that might alter the nature, quality, or volume of the User's Wastewater at least 90 days before the change.

a. The Director may require the User to submit information as may be deemed necessary to evaluate the changed condition, including the submission of a Wastewater Discharge Permit application pursuant to section 22-177.

b. The Director may issue a Wastewater Discharge Permit pursuant to section 22-176 or modify an existing Wastewater Discharge Permit pursuant to section 22-180 in response to changed conditions or anticipated changed conditions.

c. For purposes of this section, significant changes may include, but are not limited to, flow increases of 20% or greater, or the Discharge of a Pollutant not previously reported.

(5) Reports of potential problems.

a. In the case of any incident involving a Discharge, including but not limited to accidental Discharges; Discharges of a non-routine, episodic nature; a non-customary batch Discharge; or a Slug Load, that may cause potential problems for the POTW, the User shall immediately telephone and notify the Director of the incident. This notification shall include providing the Director with the caller's name; phone number; location of the Discharge; type, concentration, and volume of waste, if known; and any corrective action taken by the User.

b. Within five days following such Discharge, the User shall, unless waived by the Director, submit a detailed written report describing the cause(s) of the Discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability that may be incurred as a result of damage to the POTW, natural resources, or any other damage to Person or property; nor shall such notification relieve the User of any fine, penalty, or other liability that may be imposed pursuant to this article.

c. A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees whom to call in the event of a Discharge described in subsection (D)(5)(a). Employers shall ensure that all employees who have the potential to cause such a Discharge to occur are advised of the emergency notification procedure.

d. SIUs are required to notify the City immediately of any change at its facility affecting the potential for a Slug Discharge.

(6) Recordkeeping. Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements and documentation associated with BMPs. Records shall include the date, exact place, method, and time of sampling, and the name of each Person taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least five years. This period shall be automatically extended for the duration of any applicable litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the Director.

(7) Notification of changed Discharge. All Industrial Users shall promptly notify the Director in advance of any substantial change in the volume or character of Pollutants in the Industrial User's Discharge, including the listed or characteristic hazardous wastes for which the Industrial User has submitted initial notification under section 22-194.

(8) Reports on compliance with Categorical Pretreatment Standards deadline. Within 90 days following the date for final compliance with applicable Categorical Pretreatment Standards, or in the case of a New Source, following commencement of the introduction of Wastewater into the POTW, any User subject to Pretreatment Standards shall submit to the Director a report containing the information described in section 22-177(D). For Users subject to equivalent concentration or mass limits established in accordance with the procedures in 40 C.F.R. section 403.6(c), the report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to Categorical Pretreatment Standards expressed in terms of allowable Pollutant Discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period.

(9) Reports from unpermitted Users. All Users not required to obtain a Wastewater Discharge Permit shall provide appropriate reports, including manifests or any other requested information, to the Director as the Director may require.

(10) Notice of violation/repeat sampling and reporting. If sampling performed by a User indicates a violation, the User must notify the Director within 24 hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within 30 days after becoming aware of the violation.

(11) All reports must be certified. Any report or related document required by this section shall be signed and certified in accordance with section 22-187-2.

E. Date of receipt of reports. Written reports will be deemed to have been submitted on the date postmarked. For reports that are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

F. SNC. The City shall publish at least annually in a newspaper of general circulation that provides meaningful public notice within the jurisdiction served by the POTW of Industrial Users that, at any time during the previous 12 months, were in SNC with applicable Pretreatment Standards or Pretreatment Requirements. This procedure shall be as specified in 40 C.F.R. section 403.8(f)(2)(viii).

Sec. 22-187-1. Analytical requirements and sample collection.

A. Analytical requirements. All Pollutant analyses, including sampling techniques, to be submitted as part of a Wastewater Discharge Permit application or report shall be performed in accordance with the techniques prescribed in 40 C.F.R. Part 136 and amendments thereto, unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 C.F.R. Part 136 does not contain sampling or analytical techniques for the Pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the Pollutant in question, sampling and analyses shall be performed by using validated analytical methods or other applicable sampling and analytical procedures approved by the EPA. Non-detectable results may be used only as demonstration that the Pollutant is not present if the EPA-approved method from 40 C.F.R. Part 136 with the lowest minimum detection level for the Pollutant was used in the analysis.

B. Sample collection.

(1) Samples collected to satisfy reporting requirements must be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period. The City shall indicate the frequency of monitoring necessary to assess and ensure compliance by the User with applicable Pretreatment Standards and Pretreatment Requirements. Except as indicated in subsections (B)(2) and (B)(3), the User must collect Wastewater samples using 24-hour flow-proportional Composite Sampling techniques, unless time-proportional Composite Sampling or Grab Sampling is authorized by the Director. Where time-proportional Composite Sampling or Grab Sampling is authorized by the Director, the samples must be representative of the Discharge. Using protocols (including appropriate preservation) specified in 40 C.F.R. Part 136 and appropriate EPA guidance, multiple Grab Samples collected during a 24-hour period may be composited prior to the analysis as follows:

- a. for cyanide, total phenols, and sulfides, the samples may be composited in the laboratory or in the field;
- b. for volatile organics and oil and grease, the samples may be composited in the laboratory;
- c. Composite Samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the Director, as appropriate; and
- d. Grab Samples may be required to show compliance with Instantaneous Limits.

(2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using Grab Samples.

(3) For sampling required in support of baseline monitoring and 90-day compliance reports required by this article, a minimum of four individual Grab Samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds for facilities for which historical sampling data do not exist. For facilities for which historical sampling data are available, the Director may authorize a lower minimum. For any periodic compliance reports required by this article (40 C.F.R. sections 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of Grab Samples necessary to assess and ensure compliance with applicable Pretreatment Standards and Pretreatment Requirements.

Sec. 22-187-2. Certification statements.

A. Certification of permit applications, User reports, and initial monitoring waiver. The following certification statement shall be signed by an Authorized Representative of the User and provided to the City at the time of submission of a permit application, report, transfer, waiver, or other document as required by this chapter:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly

responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

B. Annual Certification for Non-Significant Categorical Industrial Users. A facility determined to be a Non-Significant Categorical Industrial User by the Director shall annually submit the following certification statement signed by the Authorized Representative of the User. This certification must accompany an alternative report required by the Director:

Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 C.F.R. _____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

- (a) The facility described as _____ [facility name] met the definition of a Non-Significant Categorical Industrial User as defined in section 22-1 and further described in section 22-172;
- (b) The facility complied with all applicable Pretreatment Standards and Pretreatment Requirements during this reporting period; and
- (c) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information:

C. Certification of Pollutants not present. Users that have an approved monitoring waiver must certify on each report with the following statement that there has been no increase in the Pollutant in the User's wastestream due to activities of the User:

Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 C.F.R. _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list Pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic compliance report pursuant to 22-187(D)(3).

Sec. 22-188. Monitoring facilities.

A. The City may require to be provided and operated at the User's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the Building Sewer or internal Drainage systems. The monitoring facility should normally be situated on the User's Premises, but the City may, when such a location would be impractical or cause undue hardship

on the User, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

B. There shall be ample room in or near such a facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the User.

C. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the City's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the City. Such notification may be as indicated in the User's Wastewater Discharge Permit.

D. The monitoring program may require the User to conduct a sampling and analysis program of a frequency and type specified in the User's Wastewater Discharge Permit to demonstrate compliance with prescribed Wastewater Discharge limits. As specified in the User's Wastewater Discharge Permit, the User shall either:

(1) conduct its own sampling and analysis program provided the User demonstrates to the Director that the User has the necessary qualifications and facilities to perform the work; or

(2) engage a private laboratory, certified by the State of California Department of Public Health. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11)

Sec. 22-189. Inspection of facilities.

A. The City shall have the right to enter the Premises of any User to determine whether the User is complying with all requirements of this chapter and any individual Wastewater Discharge Permit or order issued hereunder. The City may inspect the facilities of any User to ascertain whether the purpose of this article and all requirements are being met. Persons or occupants of Premises where nonresidential Wastewater is Discharged, have the potential of being Discharged, or are suspected of being Discharged shall allow the City access at all times to all parts of the Premises for the purposes of inspection, photographing, video recording, sampling, records examination and copying, any other form of inspection or documentation, or the performance of any additional duties.

1. Where a User has security measures in force that require proper identification and clearance before entry into the User's Premises, the User shall make necessary arrangements so that, upon presentation of suitable identification, Personnel from the City, the EPA, or their authorized representatives shall be permitted to enter without delay for the purposes of performing specific responsibilities.

2. The City shall have the right to set up on the User's Premises, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.

3. Any temporary or permanent obstruction to safe and easy access to the Premises or facility to be inspected and/or sampled shall be promptly removed, at the User's sole expense, by the User at the written or oral request of the Director and shall not be replaced.

4. An unreasonable delay in allowing the City access to the User's Premises shall be a violation of this chapter.

B. The City shall randomly sample and analyze the effluent from nonresidential Users to identify, independently of self-monitoring information supplied by the User, occasional and continuing noncompliance with the User's Wastewater Discharge Permit or other regulations set forth by this article.

C. The City shall investigate instances of noncompliance as indicated in the User's self-monitoring reports or random inspection and surveillance activities described in this section. Sample collection and analysis and the acquisition of other information shall be performed with sufficient care to produce evidence admissible in enforcement proceedings or in judicial actions, and the User so investigated shall be liable for all charges incurred by the City for such investigation.

D. The City may adopt reasonable fees for reimbursement of costs of setting up and operating the City's Pretreatment program, which may include:

(1) Fees for Wastewater Discharge Permit applications, including the cost of processing such applications;

(2) Fees for monitoring, inspection, and surveillance procedures, including the cost of collection and analyzing a User's Discharge, and reviewing monitoring reports submitted by Users;

(3) Fees for reviewing and responding to accidental Discharge procedures and construction;

(4) Fees for filing appeals; and

(5) Other fees as the City may deem necessary to carry out the requirements contained herein.

(6) The fees referenced in this subsection (D) relate solely to the matters covered by this article and are separate from all other fees, fines, and penalties chargeable by the City. These fees may be set from time to time by resolution of the City Council. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11)

E. Dischargers subject to the California Industrial General Permit for Stormwater shall allow the Water Boards, U.S. EPA, and City of Escondido (including any authorized contractor acting as their representative), to:

(1) Enter upon the premises at reasonable times where a regulated industrial activity is being conducted or where records are kept under the conditions of this General Permit;

(2) Access and copy at reasonable times any records that must be kept under the conditions of this General Permit;

(3) Inspect the facility at reasonable times; and,

(4) Sample or monitor at reasonable times for the purpose of ensuring General Permit compliance.

Sec. 22-190. Sampling.

A. The point of determining compliance with the provisions of this article (and of the User's Wastewater Discharge Permit, if applicable) shall be at the point of the Discharge to the Wastewater System or such other upstream sampling point on the private lateral as mutually agreed upon by the nonresidential User and the Director. Where multiple Discharge points to the City Wastewater collection system are regulated by a Wastewater Discharge Permit, sampling must be carried out at an acceptable location for each permitted Discharge. Where certain wastes are critical, the Director may specify, through the provisions of the User's Wastewater Discharge Permit, procedures for obtaining necessary samples, and require that any Persons discharging Wastewater install a measuring device, that samples be analyzed and measurements of flow taken and reported to the City, and that such sampling and measuring device shall be made accessible to the Director.

B. Unless otherwise specified in the provisions of the User's Wastewater Discharge Permit, compliance with the requirements of this article are based on the mean values obtained from analysis of Composite Samples of Industrial Waste representative of the quality and quantity of Discharge to the Sewer. All such samples shall be weighted with the flow at the sampling point to furnish values weighted with time and quantity for each required chemical constituent. The frequency of monitoring shall be as prescribed in the User's Wastewater Discharge Permit.

C. Sampling and analysis shall be performed in accordance with section 22-187-1, or other sampling and analytical procedures subject to the Director's Approval. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11)

Sec. 22-191. Reserved.

Sec. 22-192. Enforcement.

A. In addition to the enforcement and remedy provisions set forth in Article 1, the City may adopt procedures and rules for the implementation and administration of this article. The City shall enforce the provisions of this article, including all requirements established or permits issued pursuant to this article.

B. Requiring Discharger to submit schedule of remedial or preventive measures. When the Director finds that a Discharge of Wastewater is taking place, has taken place, or is threatening to take place and that such Discharge violates, has violated, or will violate prohibitions or limits prescribed by this article, Wastewater source control requirements, or the provisions of a Wastewater Discharge Permit, the Director may require the User to submit for

approval of the Director, with such modifications as may be deemed necessary, a detailed time schedule of specific actions the User shall take to correct or prevent a violation of this chapter.

C. Issuance of cease and desist order. When the Director finds that a Discharge of Wastewater is taking place, has taken place, or is threatening to take place and that such Discharge violates, has violated, or will violate prohibitions or limits prescribed by this article, Wastewater source control requirements, or the provisions of a Wastewater Discharge Permit, the Director may issue to the non-compliant User an order to cease and desist and direct the User to:

- (1) comply immediately;
- (2) comply in accordance with a time schedule prescribed by the Director; or

(3) in the event of a threatened violation, take appropriate remedial or preventative action. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11)

Sec. 22-193. Appeal procedure.

A. Any permit applicant, permit holder, or other User affected by any decision, action, or determination, including cease and desist orders, made by the Director in interpreting or implementing the provisions of this article, or any permit issued hereunder, may file with the Director a written request for reconsideration within ten days of such a decision, action, or determination, setting forth in detail the facts supporting the request. The Director may elect to hold a hearing on the request. The request for reconsideration shall be acted upon by the Director within ten days from the date of filing or the close of the reconsideration hearing. The decision, action, or determination shall remain in effect during such period of review by the Director.

B. If the ruling made by the Director is unsatisfactory to the User requesting reconsideration, the User may, within ten days after notice of the action by the Director, file a written appeal to the City Council.

C. The written appeal shall state all pertinent aspects of the matter and shall include the hearing record if one was requested. The City Council may amend, modify, confirm, or reject any decision, judgment, or finding (including waivers) of the Director so long as the purpose and intent of this article is not violated. (Ord. No. 95-8, § 1, 7-12-95; Ord. No. 2008-07, § 1, 2-27-2008; Ord. No. 2011-18, § 8, 12-14-11)

Sec. 22-194. Notification of the Discharge of Hazardous Waste.

A. Any User who commences the Discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of any Discharge into the POTW of a substance that, if otherwise disposed of, would be a hazardous waste under 40 C.F.R. Part 261. Such notification must include the name of the hazardous waste as set forth in 40 C.F.R. Part 261, the EPA hazardous waste number, and the type of Discharge (continuous, batch, or other). If the User Discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the

following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes; an estimation of the mass and concentration of such constituents in the wastestream Discharged during that calendar month; and an estimation of the mass of constituents in the wastestream expected to be Discharged during the following 12 months. All notifications shall take place no later than 180 days after the Discharge commences. Any notification under this section needs to be submitted only once for each hazardous waste Discharged. However, notifications of changed conditions must be submitted pursuant to section 22-187(D)(4). The notification requirement in this section does not apply to Pollutants already reported by Users subject to Categorical Pretreatment Standards under the applicable self-monitoring requirements within section 22-187. (Ord. No. 2011-18, § 8, 12-14-11)

B. In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the User must notify the Director, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the Discharge of such substance within 90 days of the effective date of such regulations.

C. In the case of any notification made under this section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

D. This section does not create a right to Discharge any substance not otherwise permitted to be Discharged by this chapter; a permit issued thereunder; or any applicable federal, state, or local law, regulation, or order.

Sec. 22-195. Reserved.

ARTICLE 9. INDUSTRIAL BRINE COLLECTION SYSTEM (IBCS)

Sec. 22-196. Purpose.

The City constructed the IBCS to allow qualified industrial Dischargers to Discharge certain Industrial Brine Wastewater into the IBCS. These industrial processes create concentrated dissolved minerals and salts that naturally exist in potable water and recycled water supplies, resulting in elevated concentrations of TDS in the Discharge. Industrial Brine Wastewater Discharged into the IBCS is not to be treated by the HARRF's preliminary, primary, or secondary treatment facilities. The purpose of this article is to minimize the Discharge of salts to the Sewer system and Wastewater Treatment Plant. Dischargers under this article are subject to individual NPDES Permits, under regulations of the California State Water Resources Control Board. (Ord. No. 2011-18, § 9, 12-14-11)

Sec. 22-197. Industrial Brine Users.

Industrial Brine Users are permitted to Discharge the following into the IBCS:

A. Industrial Brine Wastewater or blowdown from evaporative cooling processes, and

B. Industrial Brine from reverse osmosis, water softener, and other types of water treatment processes. (Ord. No. 2011-18, § 9, 12-14-11)

Sec. 22-198. Prohibited Discharges into an Industrial Brine Collection System (IBCS).

It is unlawful for any User to Discharge any waste into the IBCS that does not meet the following criteria:

- A. Compliance with Discharge prohibitions of the California Ocean Plan.
- B. Compliance with applicable Discharge prohibitions contained in the Basin Plan.
- C. Any flow Discharge entering the IBCS at a temperature of 104 degrees Fahrenheit or higher. (Ord. No. 2011-18, § 9, 12-14-11)

Sec. 22-199. Limitations on Discharges into an Industrial Brine Collection System (IBCS).

The Discharger of effluent through the IBCS shall comply with the following:

A. Wastewater management systems that Discharge to the Pacific Ocean through IBCS must be designed and operated in a manner that will maintain the indigenous marine life and a healthy and diverse marine community.

B. Wastewater Discharged to the Pacific Ocean through IBCS must be free of:

- (1) material that is floatable or will become floatable upon Discharge;
- (2) settleable materials or substances that may form sediments that will degrade benthic communities or other aquatic life;
- (3) substances that will accumulate to toxic levels in marine waters, sediments, or biota;
- (4) substances that significantly decrease the natural light to benthic communities and other marine life; and
- (5) materials that result in aesthetically undesirable discoloration of the ocean surface.

C. Waste that contains pathogenic organisms or viruses shall be Discharged through the IBCS at a sufficient distance from shell fishing and water contact sports areas to maintain applicable bacterial standards without disinfection. Where conditions are such that an adequate distance cannot be attained, reliable disinfection in conjunction with a reasonable separation of the Discharge point from the area of use must be provided. Disinfection procedures shall be used that do not increase effluent toxicity and that constitute the least environmental and human hazard.

D. The Discharge of effluent shall not result in the increase in the natural water temperature exceeding 104 degrees Fahrenheit at:

- (1) the shoreline;
- (2) the surface of any ocean substrate; or
- (3) the ocean surface beyond one thousand feet from the Discharge system.

E. The Discharge of effluent shall not affect the natural temperature of designated areas of special biological significance.

F. The Discharger shall not cause Pollution, Contamination, or Nuisance, as those terms are defined in this chapter and California Health and Safety Code section 13050, as a result of the treatment or Discharge of wastes.

G. Collected screenings, sludges, and other solids removed from liquid wastes shall be disposed of in a manner approved by the RWQCB.

H. The Discharger shall not Discharge any material or quantity of material that will cause HARRF's effluent to exceed the concentration limits of its NPDES Permit as established by the RWQCB, and any subsequent amendments as are duly adopted from time to time by the RWQCB. (Ord. No. 2011-18, § 9, 12-14-11; Ord. No. 2018-01, § 17, 4-4-18)

Sec. 22-200. Required reports.

A. Discharge reports. The Director may require Discharge reports, including but not limited to technical reports, sampling reports, test analyses, and periodic reports of IBCS Wastewater Discharge.

B. Reports of potential problems. In the case of any incident involving a Discharge, including but not limited to accidental Discharges; Discharges of a non-routine, episodic nature; a non-customary batch Discharge; or a Slug Load, that may cause potential problems to the ICBS, the User shall immediately telephone and notify the Director of the incident. This notification shall include providing the Director with the caller's name; phone number; location of the Discharge; type, concentration, and volume of waste, if known; and any corrective action taken by the User.

C. Notice of violation/repeat sampling and reporting. If sampling performed by a User indicates a violation, the User must notify the Director within 24 hours of becoming aware of the violation.

D. Certification statements. A certification statement that complies with the requirements of section 22-187-2 must accompany the reports described in subsections (A) through (C), above.

(Ord. No. 2011-18, § 9, 12-14-11; Ord. No. 2018-01, § 18, 4-4-18)

Sec. 22-201. Reserved.

Sec. 22-202. Reserved.

Sec. 22-203. Best Management Practices (BMPs) and Pollution prevention.

The Director shall establish, apply, and enforce an Industrial User's evaluation and regulatory program that will establish Discharge regulations, Discharge prohibitions, and requirements under which industrial dischargers will be allowed to Discharge to the IBCS. (Ord. No. 2018-01, § 19, 4-4-18)

Sec. 22-204. Spill prevention and response plans.

A. For purposes of this section, a spill is a Discharge of Industrial Brine Wastewater that occurs at a location from the IBCS in violation of the Discharge prohibitions of this chapter. This section does not include Sanitary Sewer overflows reportable under separate waste Discharge requirements.

B. The IBCS Discharger shall maintain a spill prevention plan (SPP) for the IBCS in an up-to-date condition and shall amend the SPP whenever there is a change (e.g., in the design, construction, operation, or maintenance of the IBCS) that materially affects the potential for spills. The City shall review the SPP as appropriate after each spill from the IBCS. The SPP and any amendments thereto shall be subject to Director's Approval. The IBCS Discharger shall ensure that the up-to-date SPP is readily available to the Discharger's Personnel at all times and that the Discharger's Personnel are familiar with it.

C. The IBCS Discharger shall maintain a spill response plan (SRP) for the IBCS in an up-to-date condition and shall amend the SRP, as necessary. The IBCS User shall review and amend the SRP as appropriate after each spill from the IBCS. The SRP and any amendments thereto shall be subject to the Director's Approval. The IBCS Discharger shall submit the SRP and any amendments thereto to the Director upon the City's request. The IBCS Discharger shall ensure that the up-to-date SRP is readily available to the Discharger's Personnel at all times and that the Discharger's Personnel are familiar with it. (Ord. No. 2018-01, § 20, 4-4-18)

Sec. 22-205. Spill reporting requirements.

A. Report the spill to the Industrial Waste environmental inspector by telephone, voicemail, or email within 24 hours from the time the Discharger becomes aware of the spill. The IBCS Discharger shall inform the RWQCB of the date of the spill, the location of the spill and its final destination, the time the spill began and ended, the estimated total spill volume, and the type of spill material. The IBCS Discharger shall submit a written report, as well as any additional pertinent information, to the RWQCB no later than five days following the starting date of the spill event.

B. For spills of material other than Industrial Brine Wastewater that cause, may cause, or are caused by significant operational failure, or endanger or may endanger human health or the environment, the IBCS Discharger shall notify the RWQCB and Industrial Waste environmental inspector by telephone, voicemail, or email within 24 hours from the time the IBCS becomes aware of the spill. The IBCS Discharger shall inform the RWQCB and Industrial Waste inspector of the date of the spill, the location of the spill and its final destination, the time the spill began and ended, the estimated total spill volume, and the type of spill material.

C. The spill reporting requirements do not relieve the IBCS Discharger of responsibilities to report to other agencies, such as the California Office of Emergency Services and the County of San Diego Department of Environmental Health. (Ord. No. 2018-01, § 21, 4-4-18)

SECTION II. Clerical Tasks.

The City Clerk is hereby authorized and directed to change any chapter numbers, article numbers, section and page numbers in the event that the adoption of this Municipal Code amendment reveals that there is a conflict, in order to avoid confusion and possible accidental repeal of existing provisions.

CITY COUNCIL STAFF REPORT

Current Business Item No. 13

December 1, 2021

File No. 0600-10, A-3383, A-3394

SUBJECT: West 7th Avenue and South Broadway Water Main Replacement Project: Bid Award, Consulting Agreement, and Budget Adjustment

DEPARTMENT: Utilities Department, Construction and Engineering Division

RECOMMENDATION:

It is requested that the City Council:

- 1) Adopt Resolution No. 2021-159, authorizing the Mayor to execute a Public Improvement Agreement in the amount of \$2,985,960 with S.C. Valley Engineering, Inc., the lowest responsive and responsible bidder, for construction of the W 7th Avenue and S Broadway Water Main Replacement Project (“Project”); and
- 2) Adopt Resolution No. 2021-161, authorizing the Mayor to execute a Consulting Agreement in the amount of \$432,610 with Ardurra Group, Inc., for construction management services for the Project; and
- 3) Approve a Budget Adjustment in the amount of \$3,000,000.

FISCAL ANALYSIS:

The Project, Capital Improvement Project (“CIP”) No. 708001, currently has funds available in the amount of \$1,090,797. A budget adjustment in the amount of \$3,000,000 from the unallocated Water Reserves is requested to fully fund the Project. The total budget for this CIP includes funding for the public improvement agreement for construction, consulting agreements, contingencies for the agreements, construction water, staff time, and other small low dollar value agreements for the Project that do not require Council approval. Any funds remaining after the Project is completed will be returned to the unallocated Water Reserves.

PREVIOUS ACTION:

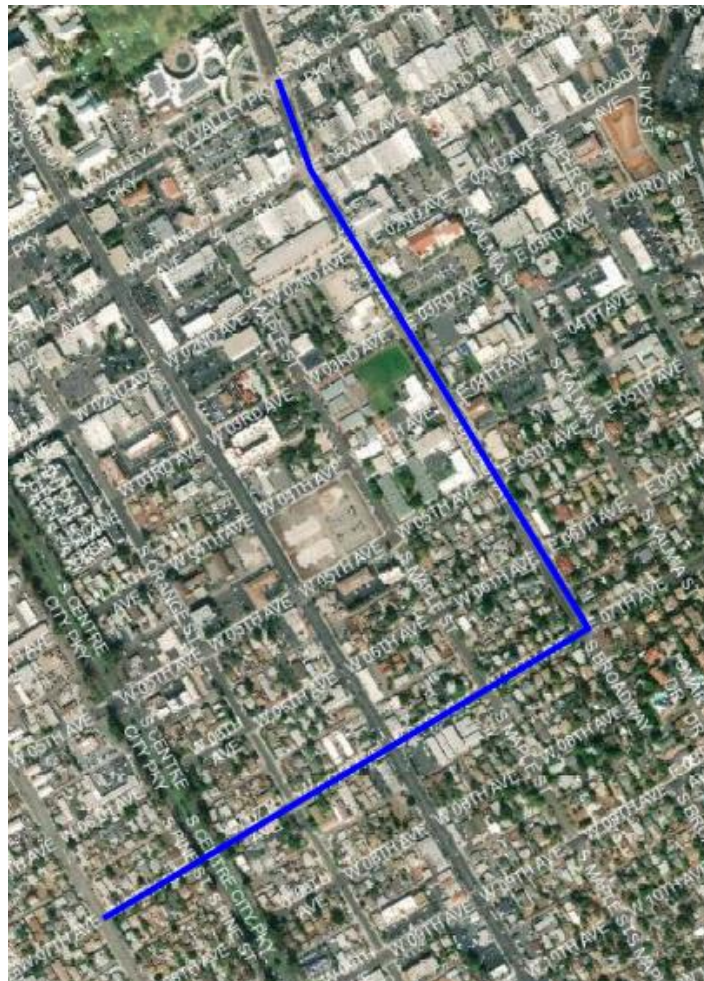
On June 8, 2020, the City Council adopted Resolution No. 2020-48, authorizing the Mayor to execute a consulting agreement with Kennedy/Jenks Consultants, Inc. in the amount of \$329,146 for the design of the W 7th Avenue and S Broadway Water Main Replacement Project.

BACKGROUND:

The City of Escondido’s (“City’s”) existing water mains in West 7th Avenue and in South Broadway were constructed in the early 1950’s and need replacement. In September 2019, a portion of the existing 12-inch water main failed in W7th Avenue between Quince Street and Centre City Parkway. City crews repaired the damaged portion of the water main.

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December 1, 2021
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This project includes the replacement of approximately 5,500 lineal feet of existing 10-inch and 12-inch cast iron water pipeline with 12-inch PVC pipeline; and replacement of existing water services, water meters, and fire hydrants. The project is located along W7th Avenue from Quince Street to SBroadway, and in SBroadway from W7th Avenue to WValley Parkway. The alignment is located within the public right-of-way in high traffic areas as shown on the map below.



The Engineer's estimate for the Project was \$3,053,000.

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Competitive bids were opened by the City Clerk on November 10, 2021, with the following results:

1)	S.C. Valley Engineering, El Cajon, CA	\$2,985,960.00
2)	Ortiz Corporation, National City, CA	\$3,093,940.90
3)	CCL Contracting, Inc., Escondido, CA	\$3,195,362.00
4)	Palm Engineering Construction Company, Inc., San Diego, CA	\$3,249,868.00
5)	E.J. Meyer Company, Highland, CA	\$3,555,555.00
6)	Burtech Pipeline, Inc., Encinitas, CA	\$3,798,700.00
7)	L.B. Civil Construction, Inc., Escondido, CA	\$3,813,272.00
8)	TC Construction, Santee, CA	\$3,938,178.00
9)	Southland Paving, Inc., Escondido CA	\$4,173,620.00

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

The Utilities Department recommends retaining Ardurra Group, Inc., a third-party construction manager, to manage the Project under the supervision of City staff. Proposals were solicited from three firms specializing in management of water pipeline construction. Ardurra Group, Inc. was selected based on their extensive experience successfully managing similar water main construction projects. The contract for construction management services includes:

- full time construction inspections;
- construction project coordination with the City, the community, and independent consultants;
- conducting construction meetings;
- managing construction documentation and record keeping;
- reviewing contractor's monthly progress payment requests and confirming that percentages and quantities of work completed align with the amounts requested for payment;
- facilitation of partnering sessions;
- geotechnical support and special inspection services, such as welding and material testing; and
- claim support.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Deputy City Manager / Director of Utilities

11/23/21 5:41 p.m.

Angela Morrow, Deputy Director of Utilities / Construction & Engineering

11/23/21 3:47 p.m.

W 7th Ave & S Broadway Water Main Replacement Project: Bid Award, Consulting Agreement, and Budget Adjustment
December 1, 2021
Page 4

ATTACHMENTS:

1. Attachment "1" - Budget Adjustment
2. Resolution No. 2021-159
3. Resolution No. 2021-159 – Exhibit "A": Bid Award W 7th Avenue and S Broadway Water Main Replacement Project
4. Resolution No. 2021-161
5. Resolution No. 2021-161 – Exhibit "A": CM Services W 7th Avenue and S Broadway Water Main Replacement Project

RESOLUTION NO. 2021-159

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR TO EXECUTE,
ON BEHALF OF THE CITY, A PUBLIC
IMPROVEMENT AGREEMENT WITH S.C.
VALLEY ENGINEERING, INC., FOR THE
CONSTRUCTION OF THE W 7TH AVENUE
AND S BROADWAY WATER MAIN
REPLACEMENT PROJECT

WHEREAS, the Escondido City Council authorized an invitation for bids for the construction of the W 7th Avenue and S Broadway Water Main Replacement Project (the “Project”); and

WHEREAS, the Project will replace approximately 5,500 lineal feet of existing 10-inch and 12-inch pipeline, and replace existing water services, water meters and fire hydrants along W 7th Avenue and S Broadway; and

WHEREAS, the City of Escondido (“City”) opened sealed bids for the Project on November 10, 2021; and

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

WHEREAS, the Deputy City Manager / Director of Utilities has determined S.C. Valley Engineering, Inc., to be the lowest responsive and responsible bidder and recommends awarding the bid in the amount of \$2,985,960 to S.C. Valley Engineering, Inc.; and

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

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Deputy City Manager / Director of Utilities.
3. That the Mayor is authorized to execute, on behalf of the City, a Public Improvement Agreement with S.C. Valley Engineering, Inc. in substantially the same format as Exhibit "1," which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2021 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Angela Morrow
760-839-6290
("CITY")

And: S.C. VALLEY ENGINEERING, INC.
a California corporation
656 Front St.
El Cajon, CA 92020
Attn: Samuel H. Wathen
619-444-2366
("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the W 7th Avenue and South Broadway Water Main Replacement Project ("Project"), occurring within the public right-of-way located on West 7th Avenue between South Quince Street and South Broadway and on South Broadway between Avenue to 150 feet north of the intersection of South Broadway and West Valley Parkway.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Project Documents. The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all

modifications, addenda, and amendments thereto ("Project Documents") are incorporated herein by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$2,985,960** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within 220 calendar days from the Notice to Proceed ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of \$1,500 per day for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.

- (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Builder's Risk/"All Risk" Insurance.* The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and CITY Representatives as an additional named insured and any other person with an insurable interest designated.
 - (5) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
 - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-VII, or as approved by the CITY.
 - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.
 - (4) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the

CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

- (5) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (6) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (7) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
 - (8) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (9) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - e. *No Limitation of Obligations.* The insurance requirements within this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.

- f. *Compliance.* Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify the CTY and the City Engineer. In the event that CONTRACTOR fails to comply with any insurance requirement set forth in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop Work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

7. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's (including CONTRACTOR's agents, employees, and subcontractors, if any) Work pursuant to this Agreement or its failure to comply with any of its obligations contained herein, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any Work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
 - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
 - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.

- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
 - c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
 - d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.
 - e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.
9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party

individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.

11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.
16. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
17. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
18. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
19. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
20. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

21. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work under this Agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
24. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any portion of the Work under this Agreement are and will be authorized to perform the Work in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Work. CONTRACTOR agrees to comply with the IRCA before commencing any portion of the Work, and continuously throughout the performance of the Work and the term of this Agreement.
25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

S.C. VALLEY ENGINEERING, INC.

Date: _____

Signature

Name and Title (please print)

Contractor's License No.

Tax ID/Social Security No.

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.



Bond No.: _____
Premium: _____

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and S.C. Valley Engineering, Inc., a California corporation ("Principal"), have entered into that certain Public Improvement Agreement dated _____ ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the W 7th Ave and S Broadway Water Main Replacement Project.

WHEREAS, the Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal and _____, a _____ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held and firmly bound unto the City of Escondido, a California municipal corporation ("City") in the penal sum of two million nine hundred eighty five thousand nine hundred sixty dollars and zero cents (\$2,985,960), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that if the Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and

City of Escondido
W 7th Ave and S Broadway
Watermain Replacement Project

FAITHFUL PERFORMANCE BOND
Page A-00620-1

the Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this _____ day of _____, 20__.

Name of Principal

By: _____
Signature of Person Signing on Behalf of Principal

Address of Principal

Name of Person Signing on Behalf of Principal

Title of Person Signing on Behalf of Principal

Name of Surety

By: _____
Signature of Person Signing on Behalf of Surety

Address of Surety

Name of Person Signing on Behalf of Surety

Title of Person Signing on Behalf of Surety

(ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED.)

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

BY: _____



Bond No.: _____
Premium: _____

LABOR AND MATERIALS BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and S.C. Valley Engineering, Inc., a California corporation ("Principal"), have entered into a that certain Public Improvement Agreement dated _____ ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the W 7th Avenue and S Broadway Water Main Replacement Project.

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Escondido, a California municipal corporation ("City"), to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, the Principal and _____, a _____ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of two million nine hundred eighty five thousand nine hundred sixty dollars and zero cents (\$2,985,960), lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the

City of Escondido
W 7th Ave and S Broadway
Water Main Replacement Project

LABOR AND MATERIALS BOND
Page A-00620-1

specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this _____ day of _____, 20__.

Name of Principal

By: _____
Signature of Person Signing on Behalf of Principal

Address of Principal

Name of Person Signing on Behalf of Principal

Title of Person Signing on Behalf of Principal

Name of Surety

By: _____
Signature of Person Signing on Behalf of Surety

Address of Surety

Name of Person Signing on Behalf of Surety

Title of Person Signing on Behalf of Surety

(ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED.)

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

BY: _____

CITY OF ESCONDIDO BUSINESS LICENSE

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

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

City of Escondido Business License No. _____

Expiration Date _____

Name of Licensee: S.C. Valley Engineering, Inc.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

S.C. Valley Engineering, Inc.

Date: _____

Signature

Name & Title (please print)

SAMPLE NOTICE

(Required Under General Conditions, Article 6.1.B)

TO THE PEOPLE ON THIS STREET:

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

W 7TH AVE AND S BROADWAY WATER MAIN REPLACEMENT PROJECT

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

We shall appreciate your cooperation in the following matters:

1. Please be alert when driving or walking in the construction area.
2. Tools, materials and equipment are attractive to children. For the safety of the children, please keep them away.
3. Please report all inconvenience to the jobsite superintendent, or to Randy Manns, City of Escondido - Utilities Construction Project Manager, 760-839-6290 Ext. 7031. The name and phone number of the contractor are given below.

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

S.C. Valley Engineering, Inc.

(Superintendent Name)

(Phone Number)

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

RESOLUTION NO. 2021-161

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR TO EXECUTE,
ON BEHALF OF THE CITY, A CONSULTING
AGREEMENT WITH ARDURRA GROUP, INC.
FOR CONSTRUCTION MANAGEMENT
SERVICES FOR THE W 7TH AVENUE AND S
BROADWAY WATER MAIN REPLACEMENT
PROJECT

WHEREAS, the City of Escondido (“City”) desires to construct the W 7th Avenue and S Broadway Water Main Replacement Project (“Project”); and

WHEREAS, the Project will replace approximately 5,500 lineal feet of existing 10-inch and 12-inch water pipeline, and replace existing water services, water meters and fire hydrants along W 7th Avenue and S Broadway; and

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

WHEREAS, City staff solicited proposals from firms specializing in construction management of water projects; and

WHEREAS, City staff thoroughly evaluated the proposals received and the proposal from Ardurra Group, Inc. was determined to be the best value proposal; and

WHEREAS, Ardurra Group, Inc. has the personnel, specialized services and expertise to manage the construction project; and

WHEREAS, City staff have completed negotiations with Ardurra Group, Inc. for said construction management services and the Deputy City Manager / Director of Utilities recommends that the Consulting Agreement (“Agreement”) be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$432,610.

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 Deputy City Manager / Director of Utilities.
3. That the Mayor is authorized to execute, on behalf of the City, a Consulting Agreement with Ardurra Group, Inc. in substantially the same format as Exhibit "1," which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2021 ("Effective Date"),

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

And: Ardurra Group, Inc.
a Florida corporation
14271 Danielson St.
Poway, CA 92064
Attn: Scott Adamson
858-413-2400
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to construction management services for the W 7th Ave & S Broadway Watermain Replacement project;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay,

and CONSULTANT shall accept in full, an amount not to exceed the sum of **\$432,610**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY. The standard of care for all professional Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT ("Work Product") pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent. Any use, reuse, or modification of the Work Product by the CITY, without written verification, completion, or adaptation by CONSULTANT, as appropriate for the specific purpose intended, will be at CITY'S sole risk and without any liability to CONSULTANT.
7. Insurance Requirements.
 - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.

- (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

- (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.
- (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.

- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.
- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San

Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior 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.
10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post all job site notices required by regulation. CONSULTANT, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
24. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

Ardurra Group, Inc.

Date: _____

Signature

Name and 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.

A. General

Ardurra Group, Inc., a Florida corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with full-service construction management ("CM") services related to the City's W 7th Ave & S Broadway Watermain Replacement Project ("Project").

B. Location

Consultant to provide services at the Project site located along West Seventh Avenue (between Quince Street and South Broadway) and along South Broadway (between West Seventh Avenue and West Valley Parkway). See Exhibit 1, which is attached to this Scope of Work and incorporated herein by this reference, for the Project site map.

C. Services

Task 1 – Project Coordination

1. Assist the City with community outreach efforts;
2. Provide a part-time staff member who is dedicated to performing document control tasks;
3. Coordinate with all independent consultants retained by the City for the Project, including: design engineer, labor compliance consultant, and any other consulting services required for the duration of the Project;
4. Coordinate all special inspections for the Project that are not required of the Project contractor (e.g. geotechnical and any special inspections that are included as part of CM services). All subcontracts for special inspections must include prevailing wage and labor compliance requirements. Consultant's services relating to special inspections for the Project are further detailed in Task 5 below;
5. Coordinate, review, observe, and document all equipment testing and start up, if applicable;
6. Coordinate with the City's Utilities Construction Management staff;
7. Coordinate with the City's Water Distribution staff regarding major shutdowns, tie-ins, facility connections, and any applicable training; and
8. Coordinate with the City, independent consultants, and all stakeholders to ensure good communications with the Project contractor and good record keeping practices.

Task 2 – Inspection

1. Monitor all Project permit conditions (e.g. City encroachment permit) and the respective expiration dates for each Project permit. Inform the City and Project contractor when non-compliance is observed as it relates to the Project permit requirements;
2. Monitor and ensure the Project contractor's compliance for all Project specifications and drawings requirements, the City's Standard Detail drawings, agency encroachment permits, and all other pertinent standards, requirements, and documents associated with the Project; and
3. Monitor Project contractor's schedule each week and inform the City of any construction conflicts and issues that could potentially affect the Critical Path Method ("CPM") or designated Project schedule method.

Task 3 – Document Control and Record Keeping

1. Employ and conform to the City's Secure File Transfer Protocol ("SFTP") system, file management plan, and other City-provided forms to prepare, process, and file (in PDF format) all construction phase documents and records, ensuring complete Project records during the course of the Project and at Project completion.

2. Examples of document control and record keeping include, but are not limited to:
 - a. Preparation of written daily field reports for submittal to the City via the SFTP. Reports must include work performed, labor and equipment utilized, and a discussion of any work not conforming to the plans and specifications. The City will provide Consultant a written daily field report form within 30 days of the Effective Date;
 - b. In accordance with the General Conditions ("GC"), Consultant shall collect the Project contractor's daily reports. After collection, Consultant shall compare the Project contractor's daily reports to Consultant's daily inspection reports so any discrepancies can be addressed in a timely manner. Approved reports will be filed on the SFTP;
 - c. Daily photographic documentation of construction activities in digital, date-stamped format. Photo file sized shall conform to City file requirements. Photos shall be uploaded to the City SFTP on a daily or weekly basis;
 - d. Observe and record all major materials deliveries to the Project site to confirm compliance with the Project specifications and approved shop drawings;
 - e. Review and upload all special inspection reports and geotechnical reports provided by those firms contracted through Consultant pursuant to Task 1 and Task 5;
 - f. Review and upload to the SFTP all Project documents, reports, and correspondence, including shop drawings, submittals, requests for information ("RFI"), Storm Water Pollution Prevention Plan ("SWPPP") inspections reports, permit documents, environmental monitoring reports and training documentation, labor compliance monitoring reports and correspondence, community complaints and documentation of contact and resolution, geotechnical and materials testing reports, and special inspections;
 - g. During the Project's construction phase, review and update Project red line drawings and Project contractor red line drawings, and provide final reviews and approval of the Project contractor's red line drawings at Project completion. Submit final, Consultant-approved Project contractor red line drawings to the City Field Engineering Inspector;
 - h. Prepare quarterly CM reports, including detailed descriptions of work completed, schedule status, submittals status, RFI status, design revision status, progress payment and overall contract status, and Project photographs representing key construction activities. The quarterly reports will be prepared in a City-approved format including color copies of six or more digital photographs with captions of work performed. Electronic copies of the quarterly reports shall be accessible to the City via the City's SFTP site;
 - i. Ensure all Project records meet the highest quality assurance/quality control standards. Questionable audit results can negatively impact the City's future funding opportunities. Most project documentation is considered public record and is potentially subject to a high-level of scrutiny.
3. The City will provide Consultant a CM manual, including a detailed file plan. The City does not object to Consultant using their own proprietary file management system; however, all documents produced in that file management system, as well as documents received from the Project contractor, must be saved as PDFs and filed on the City's SFTP site on a regular (daily or weekly) basis, so that the City's Utility Construction Management staff has access to all project related documents at all times.

Task 4 – Project Management

1. Ensure adherence to this Agreement, the Project contractor's contract documents, and the Project plans and specifications;
2. Attend a preliminary meeting with the City and labor compliance consultant to review Project documentation requirements;
3. Attend the pre-construction meeting and participate as the Project construction manager (after introductions by the Utilities Construction Project Manager);

4. Organize and facilitate a pre-construction partnering session with the Project contractor to discuss any potential design related issues, preliminary RFIs, or other items that might help expedite, ease, or promote a positive construction start;
5. Schedule and conduct weekly or bi-weekly progress meetings. Attendees for the meeting shall include the Project contractor, the City, and other stakeholders as necessary. Prepare and distribute draft meeting minutes, via email, in a timely manner. Distribute and file on the SFTP final meeting minutes in PDF;
6. Schedule and conduct any special meetings, as necessary. Prepare meeting minutes, similar to regular progress meetings as described in Task 4(5) above;
7. Manage, route, and track all submittals and RFIs, to the City's design engineer. Coordinate with the City's design engineer, as needed, on all change orders, field orders, and time and material requests;
8. At the City's request, provide professional opinions to the City relating to field construction issues, determining entitlement of compensation to the Project contractor for differing site conditions, change in scope items, negotiating all change order work, mitigating construction claims resolutions, and providing appropriate responses to the Project contractor regarding such issues, on behalf of the City;
9. Clearly document all details and calculations in written field orders and change orders, ensuring good results for future audits by various funding entities;
10. Ensure the Project contractor's adherence to Project schedule and notify all parties of issues that might impact the CPM;
11. Review the Project contractor's monthly progress payment estimates and confirm that percentages and quantities of work completed align with the amounts requested for payment. Provide a thorough review for accuracy and comparison with actual work completed. Meet with the City's Field Engineering Inspector to discuss the progress pay application and ensure that all check list items are complete, including labor compliance issues, prior to submittal to the City. Make appropriate recommendations to the City on payment issues;
12. Track preliminary notices forwarded by City staff, collect and file appropriate releases from contractor, and ensure all appropriate and necessary releases are on file upon Project completion;
13. Facilitate an intermediary Partnering Session, if deemed necessary during construction of the Project;
14. Conduct and coordinate preliminary and final walk-throughs for the punch lists, start up and testing, and closeout. Ensure all deliverables have been reviewed, approved, and delivered to the appropriate City staff, including Operation and Maintenance manuals and any other training documentation;
15. Provide claim support through final resolution. Mitigate existing issues and resolve all future issues at the lowest level possible to avoid claims; and
16. Submit detailed monthly CM services invoices, and include a Burn Rate spreadsheet with each invoice for budget tracking. A sample spreadsheet will be provided. Consultant payments will be held, or partially held, if records are not kept up-to-date on a monthly basis.

Task 5 – Subcontract Management – Special Inspection Services

1. Consultant to include and manage the following as part of the CM services:
 - a. Scheduling testing for geotechnical support and special inspection and monitoring services, as needed. Geotechnical support and special inspections services shall include, but are not limited to:
 - i. Certified Welding Inspector for occasional observation of welding work, review of Project contractor's welding inspection reports and testing procedures;
 - ii. Inspection of trench backfill and compaction testing during pipeline construction and site grading;

- iii. Materials sampling and testing during installation of cast-in-place concrete for structures;
 - iv. Subgrade, aggregate base and asphaltic concrete in cases where the Project construction has caused damage to road surfaces, private driveways or other;
 - v. Laboratory testing of imported material, compaction testing of trench backfill, concrete cylinder testing, proctor test, and aggregate base conformance to Project specifications for asphalt and concrete;
 - vi. Submitting field reports and lab test reports to the CM; and
2. As part of the CM fee schedule, a line item allowance of \$50,000 has been added for geotechnical and special inspection services. This allowance is based on a time and materials basis, not to exceed \$50,000 without written authorization from the City.
 3. Consultant is responsible for ensuring compliance with all prevailing wage laws and requirements for their firm and any subcontractors or subconsultants. Prevailing wage laws and requirements must be listed in all subcontracts. Consultant and all of their subcontractors and subconsultants are required to submit prevailing wage documentation to the City's labor compliance consultant for compliance monitoring for covered classifications.

Task 6 – Storm Water Pollution Prevention Plan (“SWPPP”) Related Services

A SWPPP Program Manager will review the Project SWPPP submitted by the Project contractor to the Consultant, ensuring all requisite documents are uploaded to the Storm Water Multiple Application and Report Tracking System (“SMARTS”), including the Notice of Intent (“NOI”) by the Project contractor's Qualified SWPPP Developer (“QSD”) and notifying the Legally Responsible Person (“LRP”) to certify them on SMARTS. The NOI fees shall be paid by the Project contractor to the State Water Resources Control Board to obtain the Waste Discharge Identification number.

1. Consultant to include and manage the following as part of the CM services:
 - a. Coordinate with the Project contractor's QSD and Qualified SWPPP Practitioner (“QSP”), the City, and the SWPPP Program Manager;
 - b. Review the Project contractor's SWPPP documentation, including but not limited to the weekly inspection reports, rain event inspection reports, annual reports, Notice of Violations, NOI, and Notice of Termination. Consultant shall coordinate with the QSP to submit approved reports to the City;
 - c. Coordinate with the City and QSP to address Best Management Practices (“BMP”) deficiencies within 72 hours of discovery and verify that all SWPPP amendments and Change of Information are documented when significant BMP changes occur and ensure the information is uploaded to SMARTS. Consultant shall periodically check with the SWPPP Program Manager to confirm all SWPPP records and documents are appropriately filed on SMARTS;
 - d. Perform periodic Project site BMP inspections to evaluate site conditions and provide recommendations to ensure Project is in compliance with the City's Construction General Permit. This task assumes a maximum of 30 inspections plus three additional as-needed inspections based on an eight-month Project duration. Fee includes all travel to and from the Project site and coordination with the QSP and City. A copy of each Project site inspection report shall be emailed to the City in PDF format after each inspection and shall list any BMP deficiencies and required actions. Any necessary follow-up actions will be discussed with the QSP and City immediately following the inspection;
 - e. Attend the pre-construction meeting and up to five progress meetings to provide answers to questions that may arise regarding SWPPP requirements and compliance with Project specifications.

2. As part of the CM fee schedule, a line item allowance of \$30,000 has been added for SWPPP related services. This allowance is based on a time and materials basis, not to exceed \$30,000 without written authorization from the City.
3. Consultant is responsible for ensuring compliance with all prevailing wage laws and requirements for their firm and any subcontractors or subconsultants. Prevailing wage laws and requirements must be listed in all subcontracts. Consultant and all of their subcontractors and subconsultants are required to submit prevailing wage documentation to the City's labor compliance consultant for compliance monitoring for covered classifications.

D. Contract Price and Payment Terms

The contract price shall not exceed **\$432,610**. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice.

The following rates for services shall remain in effect throughout the term of this Agreement:

Task No.	Task Description	Total Cost
1	Coordination	\$ 26,100
2	Inspection	\$221,960
3	Document Control/Record Keeping	\$ 26,250
4	Project Management	\$ 78,300
5	Subcontract Management – Special Inspection Services	\$ 50,000
6	Stormwater Pollution Prevention Program Services	\$ 30,000
	Total	\$432,610

Consultant's rates for services are based on a "time and materials" basis and includes costs for vehicle mileage, computers, computer software, printers, reproduction, prints, plotting and record mapping copies, digital cameras, digital video cameras, cell phones and cell phone service, broadband service, delivery service, mail, office supplies, technical reference materials, training, and personal protection equipment ("PPE") including hard hats, safety boots, work gloves, safety glasses and other PPE, as required and will not be separately reimbursed. Office space is not included.

E. Term

The term of this Agreement shall be from the Effective Date of the Agreement through December 31, 2023.

ATTACHMENT "B" Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. Scott Adamson, PE, Construction Manager, sadamson@ardurra.com, Ardurra Group, Inc.
2. Joe McMahon, Senior Construction Inspector, jmcmahon@ardurra.com Ardurra Group, Inc.
3. Nancy Cambra, Document Control, ncambra@ardurra.com, Ardurra Group, Inc.
4. Jay Jordan, Senior Construction Inspector, jjordan@ardurra.com, Ardurra Group, Inc.
5. Josh Fretwell, Senior Construction Inspector, jfretwell@ardurra.com, Ardurra Group, Inc.
6. Dustin Bender, Senior Construction Inspector, dbender@ardurra.com, Ardurra Group, Inc.

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: _____

Scott Adamson P.E.
Construction Management Group Leader
Ardurra Group, Inc.

CITY COUNCIL STAFF REPORT

Current Business Item No. 14

December 1, 2021

File No. 0430-80

SUBJECT: City of Escondido Independent Redistricting Commission Update and Budget Adjustment

DEPARTMENT: City Clerk's Office

RECOMMENDATION:

It is requested that the City Council receive and file an update regarding the Independent Redistricting Commission and approve a budget adjustment in the amount of to be determined by the City Council for enhanced public outreach.

FISCAL ANALYSIS:

The Independent Redistricting Commission is requesting a Budget Adjustment in the amount to be determined by the City Council for enhanced public outreach.

PREVIOUS ACTION:

On January 27, 2021, the City Council unanimously approved a budget of \$200,000 for the Escondido Independent Redistricting Commission. The budget included funding for each of the required elements of the Consent Decree (Attachment "1"): translation of six public hearing notices into four languages; translation of three public hearing notices into one language; publication of the hearing notices (36 notices for nine hearings); interpretation services at the public hearings; payment for an expert consultant; and extraneous office, meeting, and printing costs.

On November 17, 2021, the Commission's request for an additional \$50,000 was presented to the City Council by City Clerk Zack Beck. The City Council tabled this item and requested that the Chair of the Independent Redistricting Commission make a presentation during the December 1, 2021 Council Meeting, detailing how the Commission would spend the additional funds on public outreach.

BACKGROUND:

According to the terms of the Consent Decree, a seven-member Independent Redistricting Commission will update the current City Council Districts for future City Council elections, with the initial implementation occurring during the November 2022 General Election.

A panel of three retired judges residing in San Diego County was selected to appoint the seven commissioners from a pool of applicants/nominees. The City Clerk's Office accepted applications and nominations to the Commission. The three Selection Panel judges held a meeting to consider and appoint the seven commissioners. A total of 20 individuals submitted applications. Ultimately, the

City of Escondido Independent Redistricting Commission Update and Budget Adjustment
November 17, 2021
Page 2

following seven individuals were appointed to the Commission: Carolyn Clemens, Amy Doan, Juan Reynoso, Kristy Jurgensen, Mariela Saldana, Robert Chase and Xochitl Reyes.

The Commission has held public meetings regularly over the course of the last year. During this time, the Commission has hired Dr. Karin MacDonald (Q2 Data) to serve as the demographer; finalized the times and locations of the nine map-drawing Public Hearings that will take place in January and February of 2022 (Attachment “2”); and formalized an outreach plan that will be carried out by the City of Escondido Communications Department.

Per Section D of the Consent Decree, “The Commission shall conduct an open and transparent process that ensures full and meaningful public consideration of and comment on the drawing of district lines... The Commission shall make every reasonable effort to afford maximum public access to its proceedings.”

Due to the pandemic, the Commission will be holding its required nine public hearings in-person and online. In order to ensure “maximum public access to its proceedings”, the Commission would like to offer real-time translation services to members of the public that attend the public hearings online. The cost to provide translation services online is approximately \$23,100.

Furthermore, in order to ensure “full and meaningful public consideration of and comment on the drawing of district lines” the Commission would like to expand its current public outreach efforts by increasing the marketing budget.

As a result, the Commission voted unanimously on October 25, 2021 (Attachment “3”) to request an additional \$50,000 for enhanced public outreach and translation services. Per Section B of the Consent Decree, “The City Council shall appropriate to the Commission and to the City Clerk the funds necessary to accomplish its task...” Resources not allocated by the Commission will be returned the General Fund.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Zack Beck, City Clerk
11/23/21 3:48 p.m.

ATTACHMENTS:

1. Attachment “1” – Consent Decree
2. Attachment “2” – Independent Redistricting Commission Meeting Schedule
3. Attachment “3” – Independent Redistricting Commission Minutes
4. Attachment “4” – Budget Adjustment

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Telephone: (415) 421-7151)
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Attorneys for Plaintiffs Demetrio Gomez,)
Giovanni Campos, Oscar Gomez, Mateo)
Saldivar, and Samuel Saldivar)

F I L E D
Clerk of the Superior Court
APR 19 2013
BY Noreen McKinley, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
NORTH COUNTY REGIONAL CENTER

DEMETRIO GOMEZ, *et al.*,) Case No: 37-2011-00060480-CU-CR-NC
)
Plaintiff,) [PROPOSED] JUDGMENT
) Unlimited Civil Case
v.)
) Judge Earl H. Maas, III
CITY OF ESCONDIDO, *et al.*) Dept. N-28
)
Defendants.) Case Filed: December 20, 2011

Good cause appearing:

1. The [PROPOSED] CONSENT DECREE submitted to the Court on March 22, 2013 and attached hereto as Exhibit A, is hereby adopted as an Order of the Court.

2. Judgment pursuant to the Consent Decree's findings of fact and conclusions of law is hereby made and shall be entered by the Clerk pursuant to the terms and conditions set forth in the Consent Decree.

3. The Court reserves exclusive and continuing jurisdiction over this action for the purposes of enforcing the terms of the Consent Decree and providing such further relief as may be appropriate.

1 4. Plaintiffs' claims under the federal Voting Rights Act of 1965, as amended, 42
2 U.S.C. §1973 *et seq.*, are hereby dismissed with prejudice.

3 5. Plaintiffs' claims against the Escondido City Council, the Mayor of Escondido,
4 the Deputy Mayor of Escondido, and the Escondido City Clerk are hereby dismissed.

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6 **IT IS SO ORDERED, ADJUDGED AND DECREED** this ____ day of ____, 2013.

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Hon. Earl H. Maas, III
Superior Court of the State of California
County of San Diego

1 **I. INTRODUCTION**

2 This lawsuit involves a challenge under both the California Voting Rights Act of 2001,
3 Cal. Elec. Code §14025 *et seq.* ("CVRA"), and the federal Voting Rights Act of 1965, as
4 amended, 42 U.S.C. §1973 *et seq.*, ("FVRA"), to the City of Escondido's current method for
5 electing members of its City Council. Under that system, City Council members are elected "at-
6 large" by all of the voters in Escondido. Plaintiffs claim that racially polarized voting in at-large
7 City Council elections dilutes the voting strength of Escondido's Latino voters and thereby
8 impairs their ability to participate in the political process, to elect candidates of their choice, and
9 to influence the outcome of elections. Plaintiffs claim that the at-large system results in a denial
10 or abridgement of their right to vote on account of their race or color, in violation of state and
11 federal voting rights laws, and that the City is required to replace the current at-large system with
12 a district-based system in which the City Council members are elected from non-overlapping
13 subdivisions of Escondido.

14 The parties desire to avoid unnecessary, expensive, and protracted litigation over State
15 CVRA claims on which Plaintiffs are likely to succeed, and have accordingly entered into this
16 Consent Decree ("Decree"). The parties have stipulated, and the Court finds, that voting within
17 Escondido elections is racially polarized, as defined herein, and that, to the extent necessary to
18 establish a violation of the CVRA, this racial polarization results in the abridgement or dilution
19 of the voting rights of Escondido's Latino citizens, impairing their ability to elect candidates of
20 their choosing and influence the outcome of elections. These facts establish a violation of
21 Plaintiffs' rights under the CVRA, and the parties have accordingly stipulated to Defendants'
22 liability under the CVRA. As part of this Decree, Plaintiffs have agreed to dismiss all FVRA
23 claims with prejudice.

24 To remedy this CVRA violation, the Decree provides that Escondido will replace its
25 existing at-large method for electing City Council members with a method in which City Council
26 members are elected from four distinct districts and the Mayor is elected at-large. The Decree
27 provides that an independent districting commission will create and recommend districts, taking
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1 into consideration the requirements of state and federal voting rights laws, the desire for
2 geographic continuity and compactness, and the preference to maintain the integrity of
3 neighborhoods and communities of interest. The Decree requires the Commission to involve the
4 public in its decision-making, and prohibits the Commission from drawing any district that
5 violates state and federal voting rights laws. The Commission's districting plan is subject to final
6 approval by the Escondido City Council.

7 This Decree has been voluntarily entered into by the parties to this litigation, has been
8 approved by the Superior Court of the State of California, County of San Diego as to its form and
9 substance, and is entered as an Order of the Court. This Decree finally resolves all claims in the
10 litigation now pending between the parties. The Court retains jurisdiction to enforce the
11 provisions of this Decree.

12 **II. PURPOSE OF THE CONSENT DECREE**

13 The parties have entered into this Consent Decree for the following purposes:

14 A. To resolve all disputes covered by the Decree in such a way as to avoid
15 unnecessary, expensive, and protracted litigation in a case in which Defendants are willing to
16 stipulate to liability;

17 B. To ensure that future elections for the City of Escondido's City Council are
18 conducted under a district-based method of election in compliance with the CVRA; and

19 C. To establish a fair and impartial process, providing adequate public notice and
20 opportunity for comment, for the design and adoption of a plan for electing members of the City
21 Council that replaces the current at-large voting system with a district-based system that provides
22 for four single-member districts that are drawn in compliance with State and federal law.

23 **III. DEFINITIONS**

24 When used in this Decree, the terms defined below shall have the following meanings:

25 A. "Approval Date" means the date upon which the Court signs this Decree.

26 B. "At-large" means a voting system in which the voters of the entire jurisdiction
27 vote for all of the members of the governing body. Cal. Elec. Code §14026(a)(1).

- 1 C. "City" means the City of Escondido.
- 2 D. "City Council" means the Escondido City Council.
- 3 E. "Court" means the Superior Court of the State of California, County of San Diego.
- 4 F. "Defendants" means the City of Escondido; the City Council; and the Mayor,
5 Deputy Mayor, and City Clerk, in their official capacities for the City of Escondido.
- 6 G. "District-based" means a method of electing members to the governing body of a
7 political subdivision in which the candidate must reside within an election district that is a
8 divisible part of the political subdivision, and is elected only by voters residing within that
9 election district. Cal. Elec. Code §14026(b).
- 10 H. "Escondido" means the City of Escondido.
- 11 I. "Final Approval" means the entry of this Decree by the Court.
- 12 J. "Political subdivision" means a geographic area of representation created for the
13 provision of government services, including, but not limited to, a city, a school district, a
14 community college district, or other district organized pursuant to state law. Cal. Elec. Code
15 §14026(c).
- 16 K. "Plaintiffs" means Demetrio Gomez, Giovanni Campos, Oscar Gomez, Mateo
17 Saldivar, and Samuel Saldivar.
- 18 L. "Protected class" means a class of voters who are members of a race, color or
19 language minority group, as this class is referenced and defined in the federal Voting Rights Act,
20 42 U.S.C. §1973 *et seq.* Cal. Elec. Code §14026(d).
- 21 M. "Racially polarized voting" means voting in which there is a difference in the
22 choice of candidates or other electoral choices that are preferred by voters in a protected class,
23 and in the choice of candidates and electoral choices that are preferred by voters in the rest of the
24 electorate. Cal. Elec. Code §14026(e).
- 25 N. "Voter" means any person who is a United States citizen 18 years of age or older
26 and who is registered or eligible to vote in Escondido.

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1 **IV. LITIGATION BACKGROUND**

2 On December 20, 2011, Plaintiffs (all of whom are Latino voters in Escondido), and the
3 State Building and Construction Trades Council of California filed a complaint alleging that the
4 City's at-large system for electing members of the Escondido City Council dilutes the voting
5 strength of Escondido's Latino voters and thereby impairs their ability to participate in the
6 political process, to elect candidates of their choice, and to influence the outcome of elections.
7 Plaintiffs alleged that the City's at-large system results in a denial or abridgement of their right to
8 vote on account of race or color, in violation of both the CVRA and the federal Voting Rights
9 Act. Plaintiffs sought a declaratory judgment that Escondido's at-large method of electing City
10 Council members violates the CVRA and the federal Voting Rights Act; preliminary and
11 permanent injunctive relief enjoining Defendants from applying the at-large system to future City
12 Council elections; permanent injunctive relief mandating a new district-based system for City
13 Council elections; and attorneys' fees and costs.

14 Defendants demurred to Plaintiffs' complaint, challenging the State Building and
15 Construction Trade Council's standing. The Court sustained Defendants' demurrer and
16 dismissed the Council from the action on March 28, 2012. Defendants thereafter answered the
17 Complaint on April 2, 2012. Defendants denied every allegation in Plaintiffs' complaint and
18 asserted that Plaintiffs were entitled to no relief on their claims under the CVRA or the federal
19 Voting Rights Act.

20 Notwithstanding this denial of liability, Defendants sought to address the claims in
21 Plaintiffs' complaint by including provisions converting the City's at-large method for electing
22 City Council members to a district-based system in a proposed charter for the City, which was
23 under consideration by the City Council prior to the initiation of this lawsuit and which included
24 several provisions unrelated to City Council elections. On May 23, 2012, the City Council voted
25 to include in the proposed charter the following sections:

26 Section 300. Enumeration and Term

27 The elected officers of the City shall consist of:

28 A City Council composed of five members who are registered voters of the City,
four to be residents of their respective Districts and nominated and elected only by
the residents of their respective Districts. The fifth shall be nominated and elected

1 from the City at large and shall hold the office of Mayor.

2 Section 301. Districts

3 For the purpose of electing the members of the Council, excepting the Mayor, the
4 City shall be divided into four Districts. The City Council shall, by ordinance,
5 establish four Districts that shall be used for the elections of Council members,
6 excepting the Mayor. Said Districts shall be in compliance with applicable laws.
7 The ordinance establishing the boundaries of the Districts shall be adopted on or
8 before December 31, 2013.

6 Section 302. Redistricting

7 District boundaries shall be altered when necessary as shown by the most recent
8 federal decennial census, or by more current data certified by the City Council as
9 sufficiently reliable and detailed to serve as a basis for district boundary alteration,
10 or by annexation or consolidation of territory.

9 After a further public hearing held on June 13, 2012, the City Council voted to submit the
10 proposed charter to the voters at the November 6, 2012 general election. The Court stayed
11 proceedings in this case pending the outcome of that election.

12 The voters ultimately rejected the proposed charter. Escondido therefore continues to
13 elect City Council members through its existing at-large system.

14 On November 26, 2012, Defendant City of Escondido filed a statement with the Court
15 expressing Defendants' intent "to resolve this action without continuing litigation." The parties
16 thereafter engaged in extensive settlement discussions and exchanged various proposals
17 regarding injunctive relief. After extensive negotiations, the parties agreed upon the terms of this
18 Decree.

19 **V. JURISDICTION**

20 The Court has jurisdiction over the parties and subject matter of this action, and venue is
21 proper in this Court. The Complaint in this action asserts claims that authorize the Court to grant
22 the injunctive relief set forth in this Decree. The Court shall retain jurisdiction over this matter to
23 enforce the provisions of the Decree, and for such further relief as may be appropriate.

24 **VI. TERM OF THE DECREE**

25 A. The equitable provisions of this Decree are effective immediately upon the
26 Approval Date.

27 B. Except as otherwise provided herein, the provisions of this Decree and the
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1 agreements contained herein shall remain in effect for a period of five (5) years from the
 2 Approval Date, or for a period of one (1) year from the date a final initial Districting Plan is
 3 adopted, whichever is later.

4 VII. RELEASE AND DISMISSAL OF CLAIMS

5 Plaintiffs and Defendants hereby stipulate to the dismissal of all claims by Plaintiffs
 6 against the City Council, Mayor, Deputy Mayor, and City Clerk. Upon Final Approval of the
 7 Decree, for and in consideration of the mutual promises, terms, and conditions by and between
 8 Plaintiffs and Defendants set forth herein, the sufficiency of which is expressly acknowledged,
 9 the Plaintiffs do hereby fully, finally, and forever release and discharge Defendants and anyone
 10 acting in concert with or on behalf of them, from any and all past and/or present claims,
 11 demands, actions, causes of action, suits, damages, liabilities, assessments, judgments, attorneys'
 12 fees, costs, losses, debts, obligations and expenses, of any and every nature whatsoever, arising
 13 from the City's current at-large system for electing City Council members. Provided, however,
 14 that this Decree does not constitute a waiver of any claims arising after the Approval Date,
 15 including claims arising from any at-large system for electing City Council members that may be
 16 established in the future that differs from that set forth in this Consent Decree and claims for any
 17 additional attorneys' fees or costs incurred by Plaintiffs after the Approval Date in litigating this
 18 lawsuit.

19 VIII. STIPULATION AND DETERMINATION OF LIABILITY

20 A. Factual Findings

21 The parties stipulate to, and the Court makes, the following findings of fact:

22 Existing City Council Election System

23 1. The City of Escondido is a general law city organized under the laws of
 24 the State of California, Cal. Gov't Code §34100 *et seq.*, located in the County of San Diego. The
 25 City is a political subdivision within the meaning of Cal. Elec. Code §14026(a).

26 2. Escondido is governed by a five-member Escondido City Council, which
 27 acts as the governing and legislative body for the City, within the meaning of Cal. Elec. Code
 28

1 §14028(a).

2 3. The City Council is composed of the Mayor of Escondido and four City
3 Council members, all of whom serve four-year terms. City Council elections are staggered such
4 that two City Council members are elected every two years.

5 4. City Council elections are conducted by an "at-large method of election,"
6 within the meaning of Cal. Gov't Code §14026(a)(1). All Escondido voters, regardless of where
7 they reside within Escondido, vote for their preferred City Council candidates, and the two
8 candidates who receive the most votes are elected to the City Council.

9 5. Consistent with and in compliance with California law regulating general
10 law cities, the City has used an at-large voting system since its incorporation in 1888.

11 Escondido's Voting Population

12 6. As of the 2010 census, the total population of Escondido was 143,911.

13 7. As of the 2010 census, 48.9% of Escondido's total population, or 70,326
14 residents, were Hispanic or Latino.

15 8. Latinos comprise approximately 26% of Escondido's Citizen Voting Age
16 Population (CVAP).

17 9. Escondido's Latino residents are not evenly dispersed throughout
18 Escondido. Rather, Latino residents are concentrated in specific neighborhoods, including
19 neighborhoods in Escondido's historic central core such as the Mission Park neighborhood.

20 Escondido Has a Pattern of Racially Polarized Voting that Impairs the Ability of Latino
21 Voters To Elect Candidates of their Choice

22 11. Voting in elections for City Council members has been and continues to be
23 racially polarized. Statistical analyses of multiple elections in Escondido show that Escondido's
24 Latino voters tend to vote similarly to one another, while voting differently from non-Latino
25 voters. The pattern of racially polarized voting in City Council elections is statistically
26 significant. Similar statistically significant patterns exist in elections for the California
27 Legislature, in federal elections, and in voting on state ballot initiatives.

28 12. Prior election results demonstrate that Escondido's at-large method of

1 electing members of the City Council impairs the ability of Latino voters to elect candidates of
2 their choice and to influence the outcome of elections.

3 13. Only two Latinos have ever been elected to the Escondido City Council.

4 **B. Conclusions of Law**

5 Based on the foregoing undisputed facts, the parties hereby stipulate to Defendants'
6 liability under the CVRA. Specifically, the parties stipulate to, and the Court makes, the
7 following conclusions of law:

8 1. Latinos are a protected class under the FVRA and the CVRA.

9 2. Voting in elections for City Council members has been and continues to be
10 racially polarized for purposes of the CVRA.

11 3. To the extent necessary to establish a violation of the CVRA, Escondido's
12 at-large method of electing members of the City Council dilutes the voting rights of Latino voters
13 in Escondido, and thereby impairs their ability to elect candidates of their choice and to influence
14 the outcome of elections.

15 4. Given the evidence of racially polarized voting in Escondido, as well as
16 the resulting abridgement or dilution of the voting rights of Latino voters, Escondido's existing
17 at-large voting system for electing members of City Council violates the CVRA.

18 5. The usual, appropriate, and required remedy where a general law city's at-
19 large method of electing City Council members violates the CVRA is to require a new district-
20 based method of election. Cal. Elec. Code §14029 ("Upon a finding of a violation of [the
21 CVRA], the court shall implement appropriate remedies, including the imposition of district-
22 based elections . . .").

23 6. The necessary remedy for the violation of Plaintiffs' rights under the
24 CVRA is the conversion of Escondido's existing at-large method of electing City Council
25 members into a district-based system in which each of the four City Council member resides
26 within, and is elected by voters within, one of four non-overlapping, geographically defined
27 districts, and the Mayor is elected at-large.

1 7. City Attorney Jeffrey Robert Epp has the legal authority to enter into and
2 sign this settlement agreement for the City of Escondido.

3 **IX. PROCESS FOR CONVERSION FROM AT-LARGE TO DISTRICT-BASED**
4 **ELECTION SYSTEM**

5 A. Appointment of Independent Commission. The City shall establish a seven-
6 member independent districting and redistricting commission ("Commission"), which shall be
7 vested with authority to develop an initial district-based plan for future City Council elections.

8 1. To establish a truly independent districting or redistricting commission, the
9 selection process must be free of political influence and must be reasonably representative of the
10 City's diversity.

11 2. Members of the Commission shall be appointed by a panel of three retired
12 judges residing in San Diego County ("Selection Panel"). For the City's initial districting,
13 Counsel for Defendants shall select one retired judge, counsel for Plaintiffs shall select one
14 retired judge, and the two judges so selected shall select the third retired judge who will serve
15 upon the Selection Panel. For each future redistricting, the City Manager will compile a list of
16 retired judges willing to serve on the Selection Panel and residing in San Diego County. The
17 three members of the Selection Panel will be chosen from that list. The names shall be drawn by
18 the City Manager in the fashion described in California Penal Code sections 900(a) and 902. If
19 one seat on the Selection Panel is left vacant due to a lack of qualified individuals willing to
20 serve, that position shall be filled by a retired judge selected by the other two Selection
21 Commission members. The members of the Selection Panel shall be chosen by June 1 of the
22 year in which this Decree is approved, and thereafter by September 1 of every year in which a
23 national decennial census is taken.

24 3. The Escondido City Clerk shall solicit nominations for appointment to the
25 Commission in accordance with this provision by June 1 of the year in which this Decree is
26 approved, and thereafter by September 1 of every year in which a national decennial census is
27 taken. Individuals or organizations desiring to nominate persons for appointment to the
28 Commission shall do so in writing to the City Clerk within the nominating period.

1 4. The City Clerk shall remove from the pool any individual who is not a
2 qualified elector in the City of Escondido or who, within the ten years preceding the date of
3 application:

- 4 a. Was a candidate for local, federal, or California state office;
5 b. Was a paid employee or paid consultant of the campaign for a California
6 political candidate or for a California political committee as defined by federal or state law;
7 c. Was an official or paid employee of any California political party
8 organization;
9 d. Made monetary contributions to California political campaigns or political
10 parties that exceed a total of \$5,000 during a two-year period, which amount shall be adjusted
11 consistent with the consumer price index in future years; or
12 e. Is currently a candidate for local, federal, or California state office.

13 5. The Clerk shall transmit the names and information regarding all
14 remaining nominees with the names of corresponding nominating individuals and organizations
15 to the Selection Panel immediately upon the close of nominations. The Selection Panel shall
16 appoint seven (7) individuals to serve as members of the Commission no later than September 1
17 of the year in which this Decree is approved, and thereafter no later than December 1 of every
18 year in which a national decennial census is taken. The Selection Panel shall use its best efforts
19 to appoint people who will give the Commission racial, geographic, social, and ethnic diversity,
20 and who, in its judgment, have a high degree of competency to carry out the responsibilities of
21 the Commission and a demonstrated capacity to serve with impartiality.

22 6. Persons who accept appointment to the Commission shall, at the time of
23 their appointment, file a written declaration with the Clerk stating that within five (5) years of the
24 Commission's adoption of a final districting or redistricting plan, they will not seek election to a
25 City of Escondido or Escondido Unified School District public office. The members of the
26 Commission shall serve until the districting or redistricting plan adopted by the Commission
27 becomes effective and any and all legal and referendum challenges have been resolved. The City
28

1 Council can reconvene the Commission at any time prior to the appointment of the next
2 Commission.

3 7. Any vacancy in the Commission which occurs after the Commission is
4 constituted shall be filled within seven calendar days by the Selection Panel, following the same
5 procedure and using the same criteria established herein.

6 B. **Funding of Independent Commission.** Within sixty (60) days after the members
7 of the Commission are appointed, the Commission shall adopt a budget and submit it to the City
8 Council. The City Council shall appropriate to the Commission and to the City Clerk the funds
9 necessary for the Commission to accomplish its task, including paying for an expert consultant.

10 C. **Retention of Expert Consultant.** Once constituted, the Commission shall retain
11 an expert consultant familiar with the requirements of the CVRA and FVRA, census data and its
12 use in redistricting, public engagement in redistricting, and with drawing voting districts.

13 D. **Public Hearings and Notice and Comment Period.** The Commission shall
14 conduct an open and transparent process that ensures full and meaningful public consideration of
15 and comment on the drawing of district lines.

16 1. The Commission shall provide public notice of and hold a minimum of six
17 (6) public hearings at which all Escondido citizens will have equal opportunity to comment on
18 the drawing of district lines.

19 2. The public hearings shall be held at six geographically diverse locations
20 throughout Escondido. The Commission shall make every reasonable effort to afford maximum
21 public access to its proceedings. In particular, the Commission shall fix the times and locations
22 of the hearings so as to assure accessibility to Escondido's Latino and other ethnic communities,
23 including Escondido's Chinese, Vietnamese, and Filipino communities.

24 3. Notice of each of the public hearings shall be provided in English,
25 Spanish, Chinese, Vietnamese, and Filipino.

26 4. Spanish, Chinese, Vietnamese, and Filipino translation services shall be
27 provided at each of the public hearings.

28

1 E. Preparation of Preliminary Plan. After having heard comments from the
2 public, and no later than 150 days after the Commission's members are appointed, the
3 Commission shall, in consultation with the expert consultant, prepare a preliminary districting
4 plan dividing the City into four (4) Council districts. If adopted by the City, those districts shall
5 be used for all future elections of City Council members, including their recall, and for filling any
6 vacancy in the office of member of the Council until new districts are established. The
7 Commission shall draw the proposed district boundary lines of the City pursuant to the criteria
8 set forth in the following order of priority:

- 9 1. Districts shall comply with the United States Constitution, including
10 containing reasonably equal population.
- 11 2. Districts shall comply with the federal Voting Rights Act.
- 12 3. Districts shall be geographically contiguous and drawn to encourage
13 geographic compactness.
- 14 4. Districts shall be drawn with respect for geographic integrity of any
15 neighborhood and any community of interest, including racial, ethnic, and language minorities, to
16 the extent possible without violating the requirements of any of the preceding provisions.
17 Communities of interest shall not include relationships with political parties, incumbents, or
18 political candidates.
- 19 5. The place of residence of any incumbent or political candidate shall not be
20 considered in the drawing of district boundaries. Districts shall not be drawn for the purpose of
21 favoring or discriminating against an incumbent, political candidate, or political party.

22 F. Production of Preliminary Plan. The Commission shall file its designated
23 preliminary districting plan with the City Clerk, along with a report outlining the bases on which
24 its decisions were made as to district boundaries and explaining its compliance with the criteria
25 outlined in Subsection IX.E of this Decree, including any definitions of any terms or standards
26 used in drawing its draft plan. The preliminary plan and accompanying report shall be made
27 publicly available.

28

1 G. **Public Hearings on Draft Plan.** During the thirty (30) day period after filing the
2 designated preliminary districting plan with the City Clerk, the Commission shall hold at least
3 three (3) public hearings in various geographic areas of the City before it makes any
4 modifications. Notice of the public hearings shall be provided in both English and Spanish, and
5 the public hearings shall be conducted in both English and Spanish.

6 H. **Approval of Recommended Districting Plan.** After having heard comments
7 from the public on the preliminary plan, and no later than forty (40) days after filing the
8 preliminary districting plan with the City Clerk, the Commission shall, in consultation with the
9 expert consultant, approve a Recommended Districting Plan by majority vote. The approved
10 Recommended Districting Plan will be submitted to the City Council for its up or down approval.

11 I. **City Council Approval of Final Districting Plan.** The City Council shall hold at
12 least one (1) public hearing on the Recommended Districting Plan of the Commission before any
13 adoption of a Final Districting Plan. No later than forty (40) days after submission of the
14 Recommended Districting Plan to the City Council, the City Council shall either approve or
15 disapprove the Recommended Districting Plan in its entirety. If the Council approves the
16 Recommended Districting Plan, it shall become the Final Districting Plan and shall be
17 implemented. If the Council disapproves the Recommended Districting Plan the Council shall
18 submit in writing to the Commission the reasons for such disapproval. The Commission shall
19 consider any reasons for such disapproval submitted to it by the Council and shall consider
20 whether to make alterations to the Recommended Districting Plan in response to such reasons.
21 Within forty (40) days of the City Council's submission of its reasons for disapproval, the
22 Commission shall submit the same or an altered Recommended Districting Plan to the City
23 Council for approval.

24 J. **Implementation of Plan.**

25 1. Until new districts are established, the districts drawn shall be used for all
26 regular elections of Council members; for the recall of any Council member elected from the new
27 districts; for the appointment of any new Council member to fill a vacancy in the office of
28

1 member of the Council elected from the new districts, and for any special election to fill a
2 vacancy in the office of member of the Council elected from the new districts.

3 2. The first Recommended Districting Plan shall be approved by the City
4 Council no later than 120 days before the November 2014 City Council election. If the City
5 Council has not approved a Recommended Districting Plan by that date, the Recommended
6 Districting Plan most recently submitted to the City Council by the Commission shall become the
7 Final Districting Plan and shall be implemented.

8 3. After the Final Districting Plan has been approved, the City Clerk shall
9 arbitrarily assign each district a number from one to four. The districts will thereafter be
10 designated District One, District Two, District Three, and District Four.

11 4. A period of transition from at-large to district elections will occur from the
12 time of adoption of the first districting plan to the time that the first district elections are held.
13 After the Final Districting Plan is approved, the City Clerk will determine in which District each
14 current City Council member resides. For the purposes of this section, each City Council
15 member resides in the District where that City Council member resides on the date of the Final
16 Districting Plan's approval.

17 5. Based on the City Clerk's residency determinations, the 2014 and 2016
18 City Council elections will be conducted as follows:

19 a. If the two current City Council members elected in November 2010
20 reside in different districts, and the two current City Council members elected in November 2012
21 do not reside in either of those districts, the City will hold elections in November 2014 for the
22 seats representing the two districts where the City Council members elected in November 2010
23 reside. The individuals so elected will replace the two current City Council members elected in
24 November 2010. The City will hold elections for the other two seats in November 2016. The
25 individuals so elected will replace the two current City Council members elected in November
26 2012.

27 b. If the two current City Council members elected in November 2010
28

1 reside in different districts, and one of the two current City Council members elected in
2 November 2012 resides in the same district as one of the two members elected in November
3 2010, the City will hold elections in November 2014 for the seat representing the district where
4 one member elected in November 2010 and no member elected in November 2012 resides, and
5 for the seat representing the district in which no City Council member resides. The individuals
6 so elected will replace the two current City Council members elected in November 2010. The
7 City will hold elections for the remaining two seats in November 2016. The individuals so
8 elected will replace the two current City Council members elected in November 2012.

9 c. If the two current City Council members elected in November 2010
10 reside in different districts, and the two current City Council members elected in November 2012
11 reside in the same two districts, the City will hold elections in November 2014 for the seats
12 representing the two districts in which no City Council member resides. The individuals so
13 elected will replace the two current City Council members elected in November 2010. The City
14 will hold elections for the remaining two seats in November 2016. The individuals so elected
15 will replace the two current City Council members elected in November 2012.

16 d. If three or more current City Council members reside in the same
17 district, the City will hold elections in November 2014 for the seats representing the two districts
18 in which no City Council member resides. If all four current City Council members reside in the
19 same district, the City Clerk will choose two seats representing districts in which no current City
20 Council member resides at random, and the City will hold elections in November 2014 for those
21 two seats. The individuals so elected will replace the two current City Council members elected
22 in November 2010. The City will hold elections for the remaining two seats in November 2016.
23 The individuals so elected will replace the two current City Council members elected in
24 November 2012.

25 6. No change in the boundary or location of any district by redistricting as
26 herein provided shall operate to abolish or terminate the term of office of any member of the
27 Council prior to the expiration of the term of office for which such member was elected. An
28

1 incumbent councilmember at the time of the effective date of this provision may run for a
 2 Council seat other than the seat which that member currently holds if the councilmember is
 3 otherwise eligible to run in that seat.

4 **X. FUTURE REDISTRICTING**

5 The City shall be redistricted pursuant to this Decree at least once every ten years, but no
 6 later than 120 days before the next Council election after the national decennial census is
 7 released. If the next Council election is within 180 days of the day the national decennial census
 8 data is released, redistricting shall be completed no later than 120 days before the following
 9 Council election. The Commission shall adhere to the procedural and substantive requirements
 10 set forth herein in developing and adopting future redistricting plans. Each redistricting plan
 11 shall provide fair and effective representation for all citizens of the City, including racial, ethnic,
 12 and language minorities, and shall be in conformance with the requirements of the United States
 13 and California Constitutions, and with federal and state statutes.

14 **XI. ATTORNEYS' FEES, COSTS, AND EXPENSES**

15 **A. Basis for Award of Fees, Costs, and Expenses**

16 1. The parties have agreed that it is appropriate as part of the settlement
 17 underlying this Decree for the City to pay to Plaintiffs reasonable attorneys' fees, litigation
 18 expenses, and costs in this case. Plaintiffs are prevailing parties for purposes of the CVRA, Cal.
 19 Elec. Code §14030, and Cal. Code Civ. P. §1021.5.

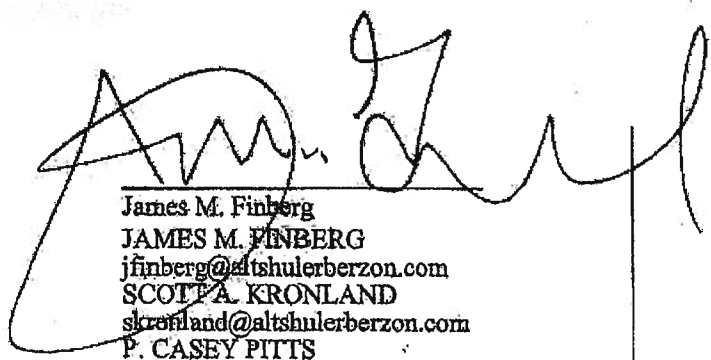
20 B. The City has agreed to pay Plaintiffs an award of reasonable attorneys' fees,
 21 litigation expenses, and costs in the amount of \$385,000 for work performed and costs and
 22 expenses incurred through and including the Approval Date. This amount is less than the
 23 lodestar value of the fees, costs, and expenses incurred by Plaintiffs' counsel through the date on
 24 which the parties entered into this Decree. The City shall pay to Plaintiffs' counsel the full
 25 amount of \$385,000 for litigation-related attorneys' fees, expenses, and costs within thirty (30)
 26 days following the Approval Date.

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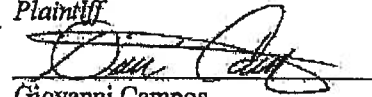
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Dated: March 21, 2013



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Dated: _____

Demetrio Gomez
Plaintiff

Giovanni Campos
Plaintiff

Dated: 3-21-13

Dated: _____

Oscar Gomez
Plaintiff

Dated: _____

Mateo Saldivar
Plaintiff

Dated: _____

Samuel Saldivar
Plaintiff

Dated: _____

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Attorneys for Plaintiffs

9 Dated: _____

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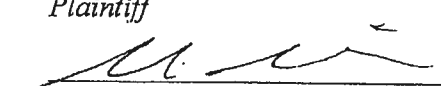
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Oscar Gomez
Plaintiff

15 Dated: 03/24/13


Mateo Saldivar
Plaintiff

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Samuel Saldivar
Plaintiff

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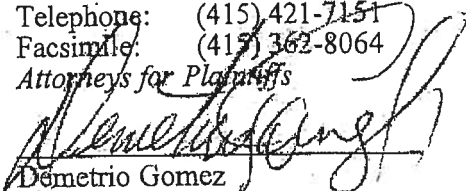
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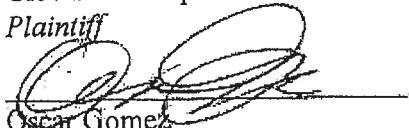
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Mateo Saldivar
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Samuel Saldivar
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Oscar Gomez
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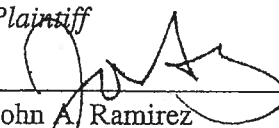
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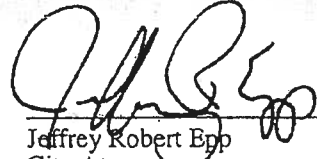
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Dated: March 21, 2013



Jeffrey Robert Epp
City Attorney
City of Escondido
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e-mail: jepp@escondido.org
For the City of Escondido

APR 19 2013

1 IT IS SO ORDERED, ADJUDGED AND DECREED this ____ day of ____, 2013.

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JUDGE EARL MAAS

Hon. Earl H. Maas, III
Superior Court of the State of California
County of San Diego



CITY of ESCONDIDO

INDEPENDENT REDISTRICTING COMMISSION TIMELINE

Date	Time	Event	Location
January 5, 2022	6:00pm	Public Input Hearing	District 1: Mission Middle School
January 8, 2022	9:00am	Public Input Hearing	District 2: Reidy Creek Elementary School
January 10, 2022	6:00pm	Public Input Hearing	District 3: East Valley Community Center
January 13, 2022	5:30pm	Public Input Hearing	District 4: San Pasqual High School
January 18, 2022	6:00pm	Public Input Hearing	District 1: Washington Park Recreation Center
January 20, 2022	6:00pm	Public Input Hearing	District 2: Park Ave. Community Center
January 24, 2022	6:00pm	Review of Preliminary Redistricting Plan	Council Chambers
January 27, 2022	6:00pm	Approval of Preliminary Redistricting Plan	Council Chambers
January 31, 2022		Publish Preliminary Redistricting Plan Online for Public Comment	
February 3, 2022	6:00pm	Public Feedback Hearing	District 3: Orange Glen High School
February 10, 2022	5:00pm	Public Feedback Hearing	



CITY of ESCONDIDO

INDEPENDENT REDISTRICTING COMMISSION TIMELINE

			District 4: Del Lago Academy
February 17, 2022	5:00pm	Public Feedback Hearing	Escondido Library
February 23, 2022	6:00pm	Independent Redistricting Commission Meeting: Approval of Preliminary Redistricting Plan	Council Chambers
March 9, 2022	5:00pm	City Council Meeting on Recommended Redistricting Plan	Council Chambers
March 16, 2022	5:00pm	City Council Meeting on Recommended Redistricting Plan	Council Chambers
March 23, 2022	5:00pm	City Council Votes on Final Map	Council Chambers



CITY of ESCONDIDO

INDEPENDENT REDISTRICTING COMMISSION

OCTOBER 25, 2021 MEETING MINUTES

The meeting of the Independent Redistricting Commission was called to order on October 25, 2021 at 5:00 p.m. by Chair Case in the Escondido City Council Chambers and via videoconference.

Commissioners Present: Chair Case, Vice Chair Jurgensen, Commissioner Clemens, Commissioner Reyes, Commissioner Reynoso, Commissioner Doan and Commissioner Saldana

Staff Present: Zack Beck, City Clerk, Teresa Collins, Deputy Director of Communication Services and Michael Thorne, Communications Officer.

1. Roll Call

All present.

2. Oral Communications

None.

3. Approval of September 27, 2021 Minutes

Motion: Doan

Second: Clemens

Approved: 7-0

4. Public Outreach

Georgine Tomasi – Expressed support for a full page mailer.

Laura Hunter – Expressed support for robust public outreach.

Motion to direct City Staff to obtain a quote for a full page mailer: Clemens

Second: Doan

Failed: 0-7

Motion to direct City Staff to obtain a quote for a full page mailer: Clemens

Motion: Clemens

Second: Reyes

Approved: 4-3 (Case, Doan, Clemens - No)

5. 2020 Census Data

Jane Hood presented an overview of the 2020 Census Data.



CITY of ESCONDIDO

INDEPENDENT REDISTRICTING COMMISSION

Michael Hefner – Encouraged the commission to have District 1 remain compact.

Laura Hunter – Encouraged the commission to make sure that the minority populations are not diluted during the redistricting process.

6. Budget

Zack Beck presented an overview of the Budget.

Laura Hunter – Expressed support for virtual translation services.

Lilian Serrano – Expressed support for virtual translation services.

Suzanne Southwell- Expressed concern about spending too much money on translation services.

Motion to increase the Redistricting Commission budget by \$50,000: Clemens

Second: Case

Approved: 7-0

7. Future Agenda Items

Flyer Design

Text Message Feasibility

Community of Interest Form Update

8. Commissioner Reports and Disclosures

Commissioner Saldana – Distributed flyers at the Grand Avenue Festival

Chair Case - Interviewed by Joe Tash from the Union Tribune. Distributed flyers at the Grand Avenue Festival. Interacted with Councilmember Inscoe at the Grand Avenue Festival.

Commissioner Reynoso - Distributed flyers at the Grand Avenue Festival. Interacted with Councilmember Inscoe at the Grand Avenue Festival.

9. Adjournment

Meeting adjourned at 6:57 p.m.

Chair

City Clerk



December 1, 2021

Item No. 15: HOMELESSNESS AND TRANSIENCY UPDATE WORKSHOP -

- **No materials available at this time. Request the City Council receive and file this presentation.**

FUTURE CITY COUNCIL AGENDA ITEMS

Updated November 24, 2021

*AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE.
CHECK WITH THE CITY CLERK'S OFFICE AT (760) 839-4617*

December 8, 2021
CANCELLED

December 15, 2021
5:00 p.m.

CONSENT CALENDAR

Approval of ROPS 22-23 for the Period July 1, 2022 through June 30, 2023
(C. Holmes)

As part of the State of California's Dissolution of Redevelopment, the City as Successor Agency is required to adopt an annual Recognized Obligation Payment schedule. The adopted schedule will be submitted to the County Oversight Board and forwarded to the State for approval. Once approved by the State, the County of San Diego will fund the payments from the County Redevelopment Property Tax Trust Fund (RPTTF).

Annual and Five-Year Reports on Capital Funds Funded by Developer Fees for the Fiscal Year Ending June 30, 2021
(C. Holmes)

It is requested that the City Council receive and file the annual and five-year Reports on Capital Funds Funded by Developer Fees for the Fiscal Year Ended June 30, 2021.

Extension of Affordable Housing Loan Agreement and Covenants for Daybreak Grove and Sunrise Place Apartments
(A. Finestone)

In 1991, the City loaned Daybreak Housing Partnership Low-Moderate Affordable Housing Set-Aside funds for the construction of Daybreak Grove (1256 E Washington Ave. Escondido CA 92027) and Sunrise Place Apartments (1245 Grand Ave. Escondido CA 92027), and received 30-year affordability restrictions on the properties. Daybreak Housing Partnership has requested an extension of the loan and covenants on the property in order to preserve the properties' affordability.

Conversion of Tax-Exempt Bonds for the Financing of Windsor Gardens Apartments
(A. Finestone)

In 2019, the City of Escondido sold 1600 W. Ninth Avenue to Windsor Gardens Housing Associates, LP for the purpose of preserving the affordability of Windsor Gardens Apartments. The loan was converted to a tax-exempt bond in 2020 in order to allow Windsor Gardens Housing Associates LP to access Low-Income Housing Tax Credit funding to rehabilitate and modernize the property. Construction has been completed and Windsor Gardens Housing Associates LP is requesting that the City convert the tax-exempt bonds back to a conventional seller-carry back loan for the remainder of the life of the loan.

PUBLIC HEARINGS

Item 16.

TEFRA Hearing for Heritage Park Escondido
(A. Finestone)

A Standard Companies and AOF/Pacific Affordable Housing Corporation partnership is purchasing Heritage Park Escondido, the existing 196-unit senior apartment complex. In the mid-1980's, the Escondido Community Development Commission issued Multifamily Housing Revenue Bonds which will be repaid by this transaction. This transaction will increase the number of affordable housing units at Heritage Park and will extend the affordability period to the term of the new bonds. Standard Companies has requested the City authorize CMFA to issue up to \$XX in bonds for the project. The Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) establishes a public hearing required by the IRA for the issuance of tax-exempt debt. This action will allow Standard Companies to apply for new bonds to purchase renovate the development.

CURRENT BUSINESS**Adopt Resolution Updating the Salary Plans for the Unclassified Clerical/Technical Group, Salary Bands for the Management Group, the Unclassified Service Schedule List, and the Part-Time Hourly Compensation Plan**

(J. Perpetua)

It is requested that the City Council adopt Resolution Nos. 2021-172 and 2021-173 to amend and re-establish the salary schedule for the Unclassified and Management groups and the Part-Time Hourly Compensation Plan.

Appointment of Deputy Mayor
(Z. Beck)

It is requested that the City Council appoint Councilmember Tina Inscoe to serve as Deputy Mayor in accordance with Ordinance No. 2020-28.

Boards and Commissions Policy Update
(Z. Beck)

It is requested that the City Council approve recommendations from the Boards and Commissions Subcommittee.

City Councilmember and Mayor Compensation
(M. McGuinness)

It is requested that the City Council consider adoption of Ordinance No. 2021-13 amending Section 2-28(a) of the Escondido Municipal Code to increase the salary for the City Councilmembers from \$2,088.43 per month, to \$2,297.27 per month, and amending Section 2-28(b) to increase the (total) salary of the Mayor from \$5,895.09, to \$6,484.59, effective on the date the City Councilmembers elected in 2022 are sworn into office.

Revenue Measure Subcommittee Report
(P. McNamara/M. Morasco)**FUTURE AGENDA ITEMS****December 22, 2021 NO MEETING (Christmas Break)****December 29, 2021 NO MEETING (Christmas Break)**