



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 11, 2024

4:00 PM - Closed Session (Parkview Conference Room)

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

Dane White

DEPUTY MAYOR

Christian Garcia (District 3)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Joe Garcia (District 2)

Michael Morasco (District 4)

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



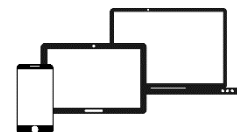
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY *of* ESCONDIDO

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WEDNESDAY, SEPTEMBER 11, 2024

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



escondido-ca.municodemeetings.com

ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4869. 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, SEPTEMBER 11, 2024

CLOSED SESSION

4:00 PM

CALL TO ORDER

1. Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

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.

CLOSED SESSION

I. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code § 54956.9(d)(2))**

- a. *Jose and Mary Gomes*
City of Escondido Claim No. 5693

II. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code § 54956.9(d)(1))**

- a. *Noah Werner, et. al v. City of Escondido*
San Diego Superior Court Case No. 37-2021-00011594-CU-OR-NC

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 11, 2024

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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FLAG SALUTE

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

CALL TO ORDER

Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

CLOSED SESSION REPORT

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) -

2. APPROVAL OF WARRANT REGISTER (COUNCIL)

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

- 386667 – 386859 dated August 21, 2024
- 386860 – 387058 dated August 28, 2024



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Yes, Internal requirement per Municipal Code Section 10-49

3. APPROVAL OF MINUTES: Regular Meeting Minutes of August 28, 2024

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. APPROVE BUDGET ADJUSTMENT, AWARD CONSTRUCTION CONTRACT FOR THE JUNIPER STREET LIGHTING IMPROVEMENT PROJECT

Request the City Council adopt either: (1) Resolution No. 2024-120 awarding Project to HMS Construction, Inc., and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$1,070,000 to complete base bid work items only; or (2) adopt Resolution No. 2024-130 authorizing the Mayor to execute, on behalf of the City, a Public Improvement Agreement with HMS Construction, Inc., for the Project in the amount of \$1,600,000 to complete both base bid and additive alternate bid work items.

Staff Recommendation: Approval (Chris McKinney, Deputy City Manager, and Jonathan Schauble, City Engineer).

Presenter: Jonathan Schauble, City Engineer and Matt Souttere, Project Manager

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure

COUNCIL PRIORITY – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido

- a) Resolution No. 2024-120
- b) Resolution No. 2024-130

6. CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

Request the City Council adopt Resolution No. 2024-131, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main and that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities, Construction & Engineering)

Presenter: Stephanie Roman, Interim Assistant Director of Utilities, Construction & Engineering

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Sewer



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 11, 2024

COUNCIL PRIORITY –Improve Public Safety

a) Resolution No. 2024-131

7. FINAL MAP UNDER CONSIDERATION FOR APPROVAL

Request the City Council receive and file notice that a Final Map for Tract PL22-0145 at 3425, 3429, 3445, 3485, 3507 East Valley Parkway and 13950 and 13961 Valle Lindo Drive has been filed for approval.

Staff Recommendation: Receive and File (Development Services Department: Christopher McKinney, Deputy City Manager/ Interim Director of Development Services)

Presenter: Jonathan Schauble, City Engineer

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Encourage Housing Development

8. REJECT ALL BIDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PLAYGROUND EQUIPMENT INSTALL PROJECT AT WASHINGTON PARK, JESMOND DENE PARK, AND WESTSIDE PARK

Request the City Council adopt Resolution No. 2024-133 rejecting all bids received in response to the City’s Request for Bids (“RFB”) No. 24-17 – CDBG Playground Equipment Install Project for Washington, Westside, and Jesmond Dene Parks.

Staff Recommendation: Approval (Christopher W. McKinney, Deputy City Manager and Jonathan Schauble, City Engineer)

Presenter: Ed Vasquez, Project Manager

ESSENTIAL SERVICE – Yes, Parks Facilities/Open Spaces

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-133

9. ADDENDUM NO. 3 TO THE FINAL ENVIRONMENTAL IMPACT REPORT (“FEIR”) FOR THE CITRACADO PARKWAY EXTENSION PROJECT

Request the City Council adopt Resolution No. 2024-135 adopting the third Addendum to a previously certified Final Environmental Impact Report (“FEIR”) for the Citracado Parkway Extension Project (SCH No. 2007041061) (“Project”).

Staff Recommendation: Approval (Development Services: Christopher W. McKinney, Deputy City Manager)

Presenter: Jonathan Schauble, City Engineer



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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ESSENTIAL SERVICE – Yes, Land Use/Development; Public Works/Infrastructure

a) Resolution No. 2024-135

10. REQUEST FOR AUTHORIZATION TO PROCESS AN APPLICATION FOR ANNEXATION AND A GENERAL PLAN AMENDMENT FOR SIX PARCELS (PL-24-0161)

Request the City Council authorize the intake and processing of an application for annexation of six unincorporated parcels to the City of Escondido and an amendment to change the General Plan land use designations to allow for a planned residential development, resulting in an increase in density to 18 dwelling units per acre (“du/ac”).

Staff Recommendation: Approval (Development Services Department: Christopher W. McKinney, Deputy City Manager and Acting Director of Development Services)

Presenter: Robert Barry, Senior Planner

ESSENTIAL SERVICE – Yes, Land Use/Development, Public Works/Infrastructure

COUNCIL PRIORITY – Encourage Housing Development

CURRENT BUSINESS

11. APPOINTMENT OF AD HOC SUBCOMMITTEE TO REVIEW REQUESTS FOR PROPOSAL (“RFP”) SUBMISSIONS TO OPERATE THE CALIFORNIA CENTER FOR THE ARTS ESCONDIDO (“CCAE”) FACILITY

Request the City Council appoint an ad hoc subcommittee to review Requests for Proposal (“RFP”) submissions to manage the California Center for the Arts Escondido (“CCAE”) facility.

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

Presenter: Zack Beck, City Clerk

FUTURE AGENDA

12. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 11, 2024

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.gov.

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, September 18, 2024	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, October 2, 2024	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>

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.



Consent Item No. 1

September 11, 2024

A F F I D A V I T S

O F

I T E M

P O S T I N G – N O N E



STAFF REPORT

September 11, 2024

File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTERS (COUNCIL)

DEPARTMENT

Finance

RECOMMENDATION

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

386667 – 386859 dated August 21, 2024

386860 – 387058 dated August 28, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Yes, Internal requirement per Municipal Code Section 10-49

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

August 15, 2024 – August 21, 2024 is \$1,987,222.83

August 22, 2024 – August 28, 2024 is \$3,979,584.14

PREVIOUS ACTION

None

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: C. Garcia, J. Garcia, Morasco, White

ORAL COMMUNICATIONS

None

CLOSED SESSION

I. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54956.9(d)(1))

- a. *Thomas Pugh v. City of Escondido*
Workers Compensation Appeals Board Case No. ADJ15407550
- b. *Thomas Pugh v. City of Escondido*
Workers Compensation Appeals Board Case No. ADJ10571443
- c. *John Taylor v. City of Escondido*
Workers Compensation Claim Nos. 10-292234, 12-480157, 19-145332
- d. *Julio Lopez v. City of Escondido; AdminSure, Inc.*
Workers Compensation Appeals Board Case No. ADJ11392033

ADJOURNMENT

Mayor White adjourned the meeting at 4:55 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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FLAG SALUTE

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CALL TO ORDER

Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

PROCLAMATIONS

National Emergency Preparedness Month

PRESENTATIONS

San Diego County Water Authority - Southern First Aqueduct Facilities Improvement Project

CLOSED SESSION REPORT

- a. Thomas Pugh v. City of Escondido
 Workers Compensation Appeals Board Case No. ADJ15407550
 Council voted 5-0 to approve a settlement in the amount of \$25,000
- b. Thomas Pugh v. City of Escondido
 Workers Compensation Appeals Board Case No. ADJ10571443
 Council voted 5-0 to approve a settlement in the amount of \$25,000



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

c. John Taylor v. City of Escondido

Workers Compensation Claim Nos. 10-292234, 12-480157, 19-145332

Council voted 5-0 to approve a settlement in the amount of \$82,455

d. Julio Lopez v. City of Escondido; AdminSure, Inc.

Workers Compensation Appeals Board Case No. ADJ11392033

Council voted 5-0 to approve a settlement in the amount of \$139,562.50

ORAL COMMUNICATIONS

Jim Nelson – Concerned about stop signs on Sheraton Road near Resurrection Church. Request that the traffic pattern should direct drivers on arterial roads, such as Center City Parkway and El Norte.

CONSENT CALENDAR

Motion to approve items 1-7, 10: Morasco; Second: C. Garcia; Approved: 5-0

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

2. **APPROVAL OF WARRANT REGISTERS (COUNCIL)**

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

- 386365 – 386475 dated August 7, 2024
- 386476 – 386666 dated August 14, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes, Director of Finance)

ESSENTIAL SERVICE – Yes, Internal requirement per Municipal Code Section 10-49

3. **APPROVAL OF MINUTES: Regular Meeting Minutes of August 7, 2024 and August 14, 2024**

4. **WAIVER OF READING OF ORDINANCES AND RESOLUTIONS**

5. **CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN**

Request the City Council adopt Resolution No. 2024-117, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Presenter: Stephanie Roman, Interim Assistant Director of Utilities – Construction & Engineering

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Sewer

COUNCIL PRIORITY – Improve Public Safety

a) Resolution 2024-117

6. NOTICE OF COMPLETION FOR EMERGENCY REPAIR OF THE ESCONDIDO LAND OUTFALL

Request the City Council adopt Resolution No. 2024-119, authorizing the Director of Utilities to file a Notice of Completion for Emergency Repair of the Escondido Land Outfall Project.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)

Presenter: Stephanie Roman, Interim Assistant Director of Utilities, Construction & Engineering

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Sewer

COUNCIL PRIORITY – Improve Public Safety

a) Resolution No. 2024-119

7. AGREEMENT OF PURCHASE AND SALE BETWEEN THE CITY OF ESCONDIDO AND 1501 AUTO PARKWAY, LLC (“BUYER”) AND DECLARATION OF EXEMPT SURPLUS LAND

Request the City Council adopt Resolution No. 2024-122 authorizing and approving the execution of an Agreement of Purchase and Sale between the City of Escondido and 1501 Auto Parkway, LLC (“Buyer”) for real property located at or about 707 S. Hale Avenue, Escondido, California (“Property”).

Staff Recommendation: Approval (Economic Development: Jennifer Schoeneck, Director of Economic Development)

Presenter: Jennifer Schoeneck, Director of Economic Development

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-122

8. AWARD CONSULTING AGREEMENT FOR DESIGN OF THE WESTSIDE PARK SKATE SPOT PROJECT



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Request the City Council adopt Resolution No. 2024-129 authorizing the Mayor to execute a Consulting Agreement for the design of the Westside Park Skate Spot Project ("Project") with New Line Skateparks, Inc., determined to be the most qualified and responsive proposal, in the amount of \$260,196.

Staff Recommendation: Approval (Chris McKinney, Director of Development Services, and Jonathan Schauble, City Engineer)

Presenter: Jonathan Schauble, City Engineer

ESSENTIAL SERVICE – Yes, Parks Facilities/Open Spaces

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-129

Motion: Martinez; Second: C. Garcia; 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.)

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AND ADOPTING REGULATING RECREATIONAL VEHICLE PARKING

Approved on August 7, 2024 with a vote of 4/1 (Martinez - No)

a) Ordinance No. 2024-10R (Second Reading and Adoption)

Motion: White; Second: Morasco; Approved: 4-1 (Martinez – No)

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AND ADOPTING THE ESCONDIDO CONSISTENCY AMENDMENTS TO THE LAND USE ELEMENT AND EAST VALLEY AREA PLAN | PL24-0007

Approved on August 7, 2024 with a vote of 5/0

a) Ordinance No. 2024-11 (Second Reading and Adoption)

CURRENT BUSINESS



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

11. UPDATE CONCERNING THE REQUEST FOR PROPOSALS FOR MANAGEMENT OF THE CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO; CORRECTIONS OF PREVIOUSLY REPORTED 5-YEAR EXPENSES DATA; AND APPOINTMENT OF A CITY COUNCIL AD HOC SUBCOMMITTEE TO REVIEW ALL PROPOSALS RECEIVED

Request the City Council receive and file the report from staff, including the corrected 5-year average expenses at the CCAE; and consideration of Mayoral recommendation of two members of the City Council to serve on an ad hoc Subcommittee to review the responses received to the Request for Proposals (“RFP”) for the operation of the CCAE facility.

Staff Recommendation: Receive and File (City Manager: Christopher McKinney, Deputy City Manager) the report; Approve Mayoral nominations of two City Council members to serve on an Ad Hoc Subcommittee to review all submitted proposals

Presenter: Christopher McKinney, Deputy City Manager

ESSENTIAL SERVICE – Yes, Maintenance of Facilities

COUNCIL PRIORITY – Eliminate Structural Deficit

Joe Rowley – Suggested that the City goes back to SDG&E and see if they would provide funding in perpetuity to make up for the loss of the \$200,000 subsidy that expires in 2025. Suggested that the City go to Sempra Energy If SDG&E rejects the proposal.

Mayor White directed staff to bring back an item on September 11 to appoint a Council Subcommittee to review Requests For Proposals for the CCAE Facility Management Contract.

12. ESCONDIDO CREEK TRAIL MULTI-USE PATH PROJECT: AWARD OF CONSTRUCTION CONTRACT IN THE AMOUNT OF \$11,781,411.50 TO TRI-GROUP CONSTRUCTION AND AWARD CONSTRUCTION MANAGEMENT CONSULTING AGREEMENT IN THE AMOUNT OF \$1,074,473 TO T.Y. LIN INTERNATIONAL

Request the City Council adopt Resolution No. 2024-107 authorizing the Mayor to execute a Public Improvement Agreement for the Escondido Creek Trail Multi-Use Path Project (“Project”) with Tri-Group Construction and Development, Inc., determined to be the lowest responsible and responsive bidder, in the amount of \$11,781,411.50.

Further, it is requested that the City Council adopt Resolution No. 2024-108 authorizing the Mayor execute a consulting agreement with T.Y. Lin International in the amount of \$1,074,473 to provide construction management, inspection, and environmental services for the Project.

Staff Recommendation - Approval (Chris McKinney, Deputy City Manager, and Jonathan Schauble, City Engineer)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Presenters: Joanna Axelrod, Deputy City Manager, and Jonathan Schauble, City Engineer

ESSENTIAL SERVICE – Yes, Infrastructure/Parks Facilities

COUNCIL PRIORITY – Improve Public Safety/Increase Attraction of People/Encourage Housing Development

a) Resolution No. 2024-107

b) Resolution No. 2024-108

JP Theberge – Expressed support for this item

Motion: Martinez; Second: J. Garcia; Approved: 5-0

13. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, EXPRESSING ITS POSITION AND RECOMMENDATIONS ON BATTERY ENERGY STORAGE SYSTEM PROJECTS IN AND ADJACENT TO THE CITY OF ESCONDIDO

Request the City Council adopt Resolution No. 2024-113 expressing its position and recommendations on Battery Energy Storage System Projects in and adjacent to the City of Escondido.

Staff Recommendation: Approval (City Council: Mayor Dane White, Councilmember Mike Morasco)

Presenter: Mayor Dane White

ESSENTIAL SERVICE – Yes, Fire/EMS Services; Keep City Clean for Public Health and Safety; Land Use/Development; Clean Water; Sewer; Public Works/Infrastructure; Maintenance of Parks facilities/Open Spaces

COUNCIL PRIORITY – Improve Public Safety

a) Resolution No. 2024-113

Andrew McSparren – Expressed support for Resolution No. 2024-113

Kendra Correia – Expressed support for Resolution No. 2024-113

Andrew Laderman – Expressed support for Resolution No. 2024-113

Phylis Laderman – Expressed support for Resolution No. 2024-113



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

JP Theberge – Expressed support for Resolution No. 2024-113

Douglas Dill – Expressed support for Resolution No. 2024-113

Corinne Bonine – Expressed opposition to Resolution No. 2024-113

Joe Rowley – Expressed support for Resolution No. 2024-113

Lauren Cazares – Requested the Council postpone a vote on Resolution No. 2024-113

John Dorman – Expressed support for Resolution No. 2024-113

Mark Rodriguez – Expressed support for Resolution No. 2024-113

Motion to approve Resolution No. 2024-113; direct staff to explore a moratorium on Battery Energy Storage Systems in the City of Escondido until proper zoning requirements have been established; and sign onto a letter requesting the County of San Diego to create a working group related Battery Energy Storage Systems: White; Second: Morasco; Approved: 4-1 (Martinez – No)

14. CANCELLATION OF NOVEMBER 5, 2024 GENERAL MUNICIPAL ELECTION FOR THE POSITION OF CITY TREASURER AND THE APPOINTMENT OF THE INCUMBENT CANDIDATE TO THE OFFICE OF CITY TREASURER

Request the City Council approve the City Clerk's certification that there are not more candidates than offices to be filled for the position of City Treasurer for the City of Escondido's ("City") General Municipal Election on November 5, 2024; and consider and discuss whether to cancel the City Election and appoint the respective incumbent as the only verified candidate for the open office, or hold the City Election as scheduled.

Staff Recommendation: Approve the Clerk's certification and authorize cancelling the November 5, 2024, General Municipal Election for the Office of City Treasurer for the four-year term from 2024-2028 and appoint the incumbent City Treasurer to the position. (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

ESSENTIAL SERVICE – No

COUNCIL PRIORITY – Eliminate Structural Deficit



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

FUTURE AGENDA

15. FUTURE AGENDA

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

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

Mayor White / Deputy Mayor Garcia – Partnership with San Pasqual Band of Indians

Deputy Mayor Garcia/ Mayor White – Review of City Abatement Policies

Councilmember Garcia / Councilmember Morasco – Presentation from the Friends of Daley Ranch

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.gov.

ORAL COMMUNICATIONS

None

ADJOURNMENT

Mayor White adjourned the meeting at 7:43 p.m.

MAYOR

CITY CLERK



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

The City Council/RRB has adopted a policy that is sufficient to read the title of ordinances at the time of introduction and adoption, and that reading of the full text of ordinances and the full text and title of resolutions may be waived.

Approval of this consent calendar item allows the City Council/RRB to waive the reading of the full text and title of all resolutions agendaized in the Consent Calendar, as well as the full text of all ordinances agendaized in either the Introduction and Adoption of Ordinances or General Items sections. **This particular consent calendar item requires unanimous approval of the City Council/RRB.**

Upon approval of this item as part of the Consent Calendar, all resolutions included in the motion and second to approve the Consent Calendar shall be approved. Those resolutions removed from the Consent Calendar and considered under separate action may also be approved without the reading of the full text and title of the resolutions.

Also, upon the approval of this item, the Mayor will read the titles of all ordinances included in the Introduction and Adoption of Ordinances section. After reading of the ordinance titles, the City Council/RRB may introduce and/or adopt all the ordinances in one motion and second.

RECOMMENDATION

Staff recommends that the City Council/RRB approve the waiving of reading of the text of all ordinances and the text and title of all resolutions included in this agenda. Unanimous approval of the City Council/RRB is required.

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

September 11, 2024

File Number 0600-10; A-3529 (A); A-3529 (B)

SUBJECT

APPROVE BUDGET ADJUSTMENT, AWARD CONSTRUCTION CONTRACT FOR THE JUNIPER STREET LIGHTING IMPROVEMENT PROJECT

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt either: (1) Resolution No. 2024-120 awarding Project to HMS Construction, Inc., and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$1,070,000 to complete base bid work items only; or (2) adopt Resolution No. 2024-130 authorizing the Mayor to execute, on behalf of the City, a Public Improvement Agreement with HMS Construction, Inc., for the Project in the amount of \$1,600,000 to complete both base bid and additive alternate bid work items.

Staff Recommendation: Approval (Chris McKinney, Deputy City Manager, and Jonathan Schauble, City Engineer).

Presenter: Jonathan Schauble, City Engineer and Matt Souttere, Project Manager

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure

COUNCIL PRIORITY – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido

FISCAL ANALYSIS

The City of Escondido ("City") receives annual formula grant allocations of Community Development Block Grant ("CDBG") program funding from the U.S. Department of Housing and Urban Development ("HUD"). This Project will be funded in part with \$930,000 of remaining, previously approved CDBG CIP allocations (\$595,370 in FY 2018-2019 and \$425,000 in FY 2023-2024). An additional \$384,000 is needed to cover the base bid only option, and an additional \$1,020,000 for the base bid and additive alternate bid options. Both amounts include funds to pay for construction, construction management and inspection, material testing, consultant bid and construction support, and construction contingency. For either option, additional funds will be added through a budget adjustment, reallocating up to \$1,020,000 from the Public Works Yard Relocation Project to the Juniper Street Lighting Project. This Project will not impact the General Fund.



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

None

BACKGROUND

The Juniper Street Lighting Improvement Project will install new street and pedestrian lights on South Juniper Street to bring lighting in this heavily used corridor up to current lighting standards to promote walking and improve safety in the area. The base bid option includes the segment of South Juniper Street between East 5th and East 9th Avenue. The base bid and additive alternate bid option includes the segment of South Juniper from East 2nd Avenue to East 9th Avenue. In order to provide pedestrian lighting and connectivity from the Old Escondido Neighborhood to the downtown area, staff recommends funding the lighting on South Juniper from 2nd Avenue to 9th Avenue, which is the base bid and additive alternate bid option.

On June 6, 2024, two sealed bids were received in response to the advertised request for bids for the Project. The total bids including the base bid and the additive alternate bid items are listed below:

HMS Construction, Inc.	\$1,600,000
Southern Contracting Company	\$1,622,000

Staff has evaluated the bids and determined that the bid submitted by HMS Construction, Inc. is the lowest responsive and responsible bid. During the bidding process, staff determined that the bid quantities were not accurate, and submitted an addendum to clarify quantities for potential bidders. Using the updated quantities, the engineer's estimate is approximately \$1,000,000, and the lowest bid is 60% higher than the engineer's estimate. Due to the large number of projects available to area contractors, staff has observed a lower number of bids submitted and higher bid prices over the past few years. Re-bidding the Project is unlikely to see significant savings to the City and may actually result in higher bids. For these reasons, staff recommends moving forward with construction at this time.

Staff recommends that the bid submitted by HMS Construction, Inc. be considered the lowest responsive and responsible bid, and that a contract for base bid and additive alternate bid work be awarded in the amount of \$1,600,000 to construct pedestrian and street lighting on South Juniper from East 2nd Avenue to East 9th Avenue.

A budget adjustment to program available Public Facilities Funds in an amount up to \$1,020,000 for use on the Juniper Street Lighting Improvement Project is included in both Resolution Nos. 2024-120 and 2024-130. See Attachment "1."

RESOLUTIONS

- a) Resolution No. 2024-120



CITY *of* ESCONDIDO

STAFF REPORT

- b) Resolution No. 2024-120– Exhibit “A” – Public Improvement Agreement
- c) Resolution No. 2024-130
- d) Resolution No. 2024-130– Exhibit “A” – Public Improvement Agreement

ATTACHMENTS

- a) Attachment “1” – Budget Adjustment Request

RESOLUTION NO. 2024-120

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 FOR THE JUNIPER STREET
LIGHTING IMPROVEMENT PROJECT

WHEREAS, the City Council has allocated funding in the adopted CDGB Capital Improvement Program in Fiscal Years 2018-2019 and 2023-2024; and

WHEREAS, a notice inviting bids for the Project was duly published on May 2, 2024 and May 9, 2024 ("Notice"); and

WHEREAS, in response to the Notice, the City received two sealed bids for the Project, which were opened and evaluated on June 6, 2024; and

WHEREAS, after careful consideration, HMS Construction, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize the Mayor to execute, on behalf of the City, a Public Improvement Agreement with HMS Construction, Inc. in the amount of \$1,070,000.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with HMS Construction, Inc., in a substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.

3. The City Engineer shall have the authority to execute change orders and amendments to the Public Improvement Agreement as may be necessary for completion of the Project which shall bring the cumulative Public Improvement Agreement price to \$1,177,000.

4. That the City Council authorizes the Director of Development Services, or his/her designee, to establish a budget adjustment in an amount not to exceed \$1,020,000 to complete the Juniper Street Lighting Improvement Project.



CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement ("Agreement") is made and entered into as of the last date of signature below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Marissa Padilla
760-839-4098
("CITY")

And: HMS Construction, Inc.
a California corporation
2885 Scott Street, Ste 201
Vista, CA 92081
Attn: Chris Morales
760-727-9808
("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 Juniper Street Lighting Improvement Project ("Project"), occurring on property located on S. Juniper Street within Escondido, CA 92025 and having various assessor's parcel numbers (APN) ("Property"), as further 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. 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 this 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 **\$1,070,000** ("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 by 50 working days ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.

The Contractor is directed to the Special Provisions and SGC-2.6 of the Supplementary General Conditions for additional requirements regarding the continuation of work.

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 \$1,000 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) 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 CITY 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: _____

Dane White, Mayor

HMS Construction, Inc.

Date: _____

Signature

Name & 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.

RESOLUTION NO. 2024-130

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 FOR THE JUNIPER STREET
LIGHTING IMPROVEMENT PROJECT

WHEREAS, the City Council has allocated funding in the adopted CDGB Capital Improvement Program in Fiscal Years 2018-2019 and 2023-2024; and

WHEREAS, a notice inviting bids for the Project was duly published on May 2, 2024 and May 9, 2024 ("Notice"); and

WHEREAS, in response to the Notice, the City received two sealed bids for the Project, which were opened and evaluated on June 6, 2024; and

WHEREAS, after careful consideration, HMS Construction, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize the Mayor to execute, on behalf of the City, a Public Improvement Agreement with HMS Construction, Inc. in the amount of \$1,600,000.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with HMS Construction, Inc., in a substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.

3. The City Engineer shall have the authority to execute change orders and amendments to the Public Improvement Agreement as may be necessary for completion of the Project which shall bring the cumulative Public Improvement Agreement price to \$1,760,000.

4. That the City Council authorizes the Director of Development Services, or his/her designee, to establish a budget adjustment in an amount not to exceed \$1,020,000 to complete the Juniper Street Lighting Improvement Project.



CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement ("Agreement") is made and entered into as of the last date of signature below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Marissa Padilla
760-839-4098
("CITY")

And: HMS Construction, Inc.
a California corporation
2885 Scott Street, Ste 201
Vista, CA 92081
Attn: Chris Morales
760-727-9808
("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 Juniper Street Lighting Improvement Project ("Project"), occurring on property located on S. Juniper Street within Escondido, CA 92025 and having various assessor's parcel numbers (APN) ("Property"), as further 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. 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 this 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 **\$1,600,000** ("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 by 50 working days ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.

The Contractor is directed to the Special Provisions and SGC-2.6 of the Supplementary General Conditions for additional requirements regarding the continuation of work.

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 \$1,000 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) 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 CITY 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: _____

Dane White, Mayor

HMS Construction, Inc.

Date: _____

Signature

Name & 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.



BUDGET ADJUSTMENT REQUEST

Department:	Development Services	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Jonathan Schauble	
City Council Meeting Date: (attach staff report)	09/11/2024	

EXPLANATION OF REQUEST

Budget Adjustment to allocate Public Works Yard Relocation funds towards construction, construction management and inspection, material testing, consultant bid and construction support, and contingency costs of the Juniper Street Lighting Improvement Project in an amount up to \$1,020,000.
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BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Juniper Street Light Improvement Project	243-New Project	\$1,020,000	
Public Works Yard Relocation Project	243-556501		\$1,020,000

APPROVALS

<div>Signed by:  BAD7E97808A445B...</div>		<div>DocuSigned by:  99A33925FA6B449...</div>	
DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

September 11, 2024

File Number 1330-85

SUBJECT

CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

DEPARTMENT

Utilities Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-131, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities, Construction & Engineering)

Presenter: Stephanie Roman, Interim Assistant Director of Utilities, Construction & Engineering

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Sewer

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

Funding for the Emergency Repairs to the Escondido Trunk Sewer Main has been made available in the Wastewater Enterprise fund as a result of an approved budget adjustment on August 7, 2024, in the amount of \$12,036,225.

On July 23, 2024, a Public Improvement Agreement with CCL Contracting, Inc. was executed for the emergency repair of Section 2, from Beech Street to Grape Day Park, in an amount not to exceed \$10,240,691. On August 21, 2024, a Public Improvement Agreement with J.R. Filanc Construction Company was executed for the emergency repair of Section 1, Ash Street from the Firestone Complete Auto Care parking lot to the Walmart Neighborhood Market parking lot, in an amount not to exceed \$1,795,534. All work will be performed on a time and materials basis.

The approved budget adjustment by City Council on August 7, 2024, includes funding for both public improvement agreements, construction water, and other small low dollar value agreements for the



CITY of ESCONDIDO

STAFF REPORT

emergency repairs of the failing trunk main that do not require Council approval. Any funds remaining after the project is complete will be returned to the unallocated Wastewater Reserves.

PREVIOUS ACTION

On June 26, 2024, the City Council adopted Resolution No. 2024-86, ratifying Proclamation No. 2024-02, affirming that it was appropriate for City staff to forego competitive bidding procedures and work with contractors for the necessary emergency repairs of the failing trunk sewer main.

On July 10, 2024, the City Council adopted Resolution No. 2024-94, reaffirming that there was a need to continue efforts toward emergency repairs of the failing trunk sewer main.

On July 17, 2024, the City Council adopted Resolution No. 2024-103, reaffirming that there was a need to continue efforts toward emergency repairs of the failing trunk sewer main.

On August 7, 2024, the City Council adopted Resolution No. 2024-106, reaffirming that there was a need to continue efforts toward emergency repairs of the failing trunk sewer main. In addition, City Council approved a budget adjustment in the amount of \$12,036,225 to fund the emergency repair of the failing trunk sewer main, consisting of \$7,036,225 from the unallocated Wastewater Reserves and \$5,000,000 from Capital Improvement Project No. 801508, Recycled Easterly Ag MFRO.

On August 28, 2024, the City Council adopted Resolution No. 2024-117, reaffirming that there was a need to continue efforts toward emergency repairs of the failing trunk sewer main.

BACKGROUND

The City's trunk sewer mains, constructed in the 1950's, are a critical and integral part of the City's wastewater system. In June 2024, during routine closed-circuit television inspection, Utilities Staff identified multiple failed and severely deteriorated sections of 18-inch and 21-inch trunk sewer main. In order to act quickly to avoid catastrophic failure, a local emergency was proclaimed on June 20, 2024, by the City Manager, serving as the Director of Emergency Services. This allowed staff to work directly with contractors to address the necessary repairs to the failing trunk sewer main.

The current and continuing scope of work includes two sections of severely deteriorated trunk sewer main that are in critical condition. These sections are shown in **Figure 1** below and defined as follows:

Section 1: Ash Street - paralleling the Escondido Creek, from the Firestone Complete Auto Care ("Firestone") parking lot to the Walmart Neighborhood Market ("Walmart") parking lot; and

Section 2: Beech Street to Grape Day Park - paralleling the Escondido Creek, traversing a short section of North Hickory Street, then continuing in East Pennsylvania Street from North Hickory and extending into Grape Day Park.



CITY of ESCONDIDO

STAFF REPORT

Figure 1



Section 2 emergency repair construction began on July 25, 2024, and is anticipated to be complete by May 31, 2025. A Public Improvement Agreement with CCL Contracting, Inc. ("CCL") was executed in July 2024 to complete the work from Beech Street to Grape Day Park, starting on the east side of the intersection of Broadway and East Pennsylvania Avenue, working easterly to Hickory Street, in order to expedite construction adjacent to the Classical Academy Charter High School ("Classical Academy") located on East Pennsylvania Avenue, between Kalmia Street and Juniper Street. CCL and Utilities Staff continue to communicate and work closely with Classical Academy to ensure as seamless of a back-to-school transition as possible related to the emergency trunk sewer construction activity. The Classical Academy principal has been pleased with back-to-school traffic flow during ongoing construction. Utilities Staff continue to communicate and coordinate City Department-wide with regard to utility conflicts and proposed new trunk sewer realignments; tree removal within Grape Day Park; and coordinating emergency trunk sewer construction activity to the extent possible to avoid existing scheduled events and upcoming project construction such as Police Department National Night Out, the Grape Day Park Festival & 5K Run multicultural event, the Grape Day Park Restroom Project, the Grand Avenue Corridor Project and the Escondido Creek Trail Project.

Section 1 emergency repair construction began on August 7, 2024, and is anticipated to be complete by December 31, 2024. A Public Improvement Agreement with J.R. Filanc Construction Company ("Filanc") was executed in August 2024 to complete the work in Ash Street from the Firestone parking lot to the Walmart parking lot. Filanc and Utilities Staff continue to communicate and work closely with Caltrans, San Diego Gas & Electric ("SDG&E"), Firestone and Walmart with regard to: expediting a Caltrans encroachment permit; securing and placing Caltrans-required traffic control message boards indicating Ash Street closure and restricted working hours (**See Figure 2**); SDG&E pole relocation; and existing private sign relocation. In addition, Utilities Staff continue to communicate and coordinate City Department-wide



CITY of ESCONDIDO

STAFF REPORT

with regard to fire hydrant removal/shutdown and expediting the necessary shutdown of Ash Street, which not only serves as a main traffic arterial for the City, but is also Caltrans right-of-way.

Figure 2



On all aspects of the emergency trunk sewer main repair project, Utilities Staff continue to communicate and coordinate internally with Development Services, Public Works, Police Department, Fire Department, Economic Development, and Communications Staff with regard to expediting traffic control plans and encroachment permits; staging and laydown yards; temporary emergency routing during construction; and news and press releases. In addition, Utilities Staff continue on-going external coordination with franchise utilities, applicable regulatory agencies, and the public.

RESOLUTIONS

- a) Resolution No. 2024-131

RESOLUTION NO. 2024-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, FINDING THAT AN EMERGENCY CONTINUES TO REQUIRE THE IMMEDIATE REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

WHEREAS, the City Council recognizes that the City's trunk sewer main pipeline defined in the two following critical sections are at risk of imminent, catastrophic failure:

Section 1: Ash Street - paralleling the Escondido Creek, from the Firestone Complete Auto Care parking lot to the Walmart Neighborhood Market parking lot; and

Section 2: Beech Street to Grape Day Park - paralleling the Escondido Creek, traversing a short section of North Hickory Street, then continuing in East Pennsylvania Street from North Hickory and extending into Grape Day Park; and

WHEREAS, pursuant to the approval of Resolution No. 2024-86 on June 26, 2024, ratifying Proclamation No. 2024-02; Resolution No. 2024-94 on July 10, 2024; Resolution No. 2024-103 on July 17, 2024, Resolution No. 2024-106 on August 7, 2024, and Resolution No. 2024-117 on August 28, 2024, the City Council previously found that the failing trunk sewer risk constitutes an emergency and found it appropriate for Utilities Staff to proceed to contract services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

WHEREAS, on August 7, 2024, City Council approved a budget adjustment in the amount of twelve million, thirty-six thousand, two-hundred twenty-five dollars (\$12,036,225) to fund the emergency repair of the failing trunk sewer main, consisting of \$7,036,225 from the unallocated Wastewater Reserves and \$5,000,000 from Capital Improvement Project No. 801508, Recycled Easterly Ag MFRO; and

WHEREAS, Staff entered into a Public Improvement Agreement (“Agreement”) with CCL Contracting, Inc., in an amount not to exceed ten million, two hundred forty thousand, six hundred ninety-one dollars (\$10,240,691) on July 23, 2024; and

WHEREAS, Staff entered into a Public Improvement Agreement (“Agreement”) with J.R. Filanc Construction Company in an amount not to exceed one million, seven hundred ninety-five thousand, five hundred thirty-four dollars (\$1,795,534) on August 21, 2024; and

WHEREAS, pursuant to Section 22050 of the Public Contract Code, the City Council must review the emergency action every 14 days, or at its next regularly scheduled meeting, and determine by a four-fifths vote there is a need to continue the action; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action.

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

1. That the above recitations are true.
2. That the City Council finds the failure of the trunk sewer main is a public health and safety emergency; that this emergency will not permit the delay that would result from a competitive bidding process; and that the proposed action and expenditure is still necessary to respond to the emergency requiring immediate repair of the trunk sewer main.



STAFF REPORT

September 11, 2024

File Number 0800-20

SUBJECT

FINAL MAP UNDER CONSIDERATION FOR APPROVAL

DEPARTMENT

Development Services Department, Engineering Services

RECOMMENDATION

Request the City Council receive and file notice that a Final Map for Tract PL22-0145 at 3425, 3429, 3445, 3485, 3507 East Valley Parkway and 13950 and 13961 Valle Lindo Drive has been filed for approval.

Staff Recommendation: Receive and File (Development Services Department: Christopher McKinney, Deputy City Manager/ Interim Director of Development Services)

Presenter: Jonathan Schauble, City Engineer

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Encourage Housing Development

FISCAL ANALYSIS

N/A

PREVIOUS ACTION

None

BACKGROUND

Pursuant to Escondido Municipal Code § 32.303.03, adopted in Ordinance No. 2022-02, upon the City Engineer's receipt of a Final Map, he must fully examine its conformity with the approved Tentative Map, and approved alterations thereto; its technical correctness; and, its lawfulness under the EMC. Further, the City Engineer shall notify the City Council at its next regular meeting that a Final Map is being reviewed for final approval and the City Clerk shall provide notice of any pending approval or disapproval, which notice must be attached and posted with the City Council's regular agenda and mailed to interested parties. Thereafter, pursuant to the EMC, within 10 days following the City Council meeting, the City Engineer must approve the Final Map if it conforms to all requirements of the EMC applicable at the time of approval and all requirements of the Map Act. EMC § 32.303.03.A(1)-(3).



CITY *of* ESCONDIDO

STAFF REPORT

The following Final Map has been filed for approval by the City Engineer in accordance with Ordinance No. 2022-02:

Tract PL22-0145 located at 3425, 3429, 3445, 3485, 3507 East Valley Parkway and 13950 and 13961 Valle Lindo Drive: A 64 Lot Single Family Residential Subdivision.



STAFF REPORT

September 11, 2024

File Number 0470-45

SUBJECT

REJECT ALL BIDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PLAYGROUND EQUIPMENT INSTALL PROJECT AT WASHINGTON PARK, JESMOND DENE PARK, AND WESTSIDE PARK

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-133 rejecting all bids received in response to the City’s Request for Bids (“RFB”) No. 24-17 – CDBG Playground Equipment Install Project for Washington, Westside, and Jesmond Dene Parks.

Staff Recommendation: Approval (Christopher W. McKinney, Deputy City Manager and Jonathan Schauble, City Engineer)

Presenter: Ed Vasquez, Project Manager

ESSENTIAL SERVICE – Yes, Parks Facilities/Open Spaces

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido

FISCAL ANALYSIS

The City of Escondido receives an annual formula grant allocation of CDBG program funding from the U.S. Department of Housing and Urban Development (“HUD”). The CDBG Playground Equipment Install Project for Washington, Westside, and Jesmond Dene Parks Project (“Project”) will be funded in full with previously approved CDBG 2020-2021 CIP allocations and will not impact the General Fund. The bids received all exceeded the CDBG funding for the installation of the playground equipment for this project.

PREVIOUS ACTION

On April 17, 2024, the City Council adopted Resolution No. 2024-39, authorizing the Mayor to execute, on behalf of the City of Escondido (“City”), a cooperative Purchase Agreement through Sourcewell, with Miracle Recreation Equipment Company, in the amount of \$520,928.97 for the purchase of playground equipment for children 2-5 years, 5-12 years, and integrated shade structures for the CDBG Playground Equipment Replacement Project at Washington Park, Jesmond Dene Park, and Westside Park.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

HUD administers the annual federal allocation of CDBG funds for eligible municipalities. The CDBG Program is designed to provide assistance to units of general local government in improving economic opportunities and meeting community revitalization needs, particularly for persons of low and moderate-income. The City receives an annual federal allocation from HUD which, in turn, funds City-wide CDBG eligible projects. This Project will provide funding to purchase and install playground equipment in three CDBG eligible parks including Washington Park, Jesmond Dene Park, and Westside Park.

On July 1, 2024, the City issued RFB No. 24-17 soliciting bids for the installation of procured equipment. On August 1, 2024, three sealed bids were received in response to RFB No. 24-17 for the Project. The bids received all exceed the CDBG funding for the installation of the playground equipment.

The confirmed bid totals for the three bidders are as follows:

Pacific Tide Construction	\$495,333.94
R.E. Schultz Construction Inc.	\$595,850.00
Western State Builders	\$346,991.00

On August 5, 2024, the City received a bid protest from R.E. Schultz Construction, Inc. as well as the two rebuttal letters submitted by Pacific Tide Construction dated August 7, 2024. The bid protest from R.E. Schultz Construction, Inc. was the result of the two lower bidders not including all the required forms with their bid submissions. In order to reduce the possibility of this happening upon re-bid, staff will add clear text in the bid documents highlighting all the forms required to be submitted with responsive bids. After careful evaluation of the bids submitted and consideration of the bid protest letters, City staff recommends that all bids received in response to RFB No. 24-17 be rejected and the Project be re-bid.

Staff recommends that the City Council adopt Resolution No. 2024-133 approving rejection of all bids received in response to RFB No. 24-17 and authorize staff to re-bid the Project. For the re-bid, staff intends to provide more visibility to potential bidders and to designate alternate bid items that will provide flexibility in awarding a Project within the available budget. Staff believes these changes to the Project will benefit the City by allowing for a more competitive bidding process.

RESOLUTION

- a) Resolution No. 2024-133

RESOLUTION NO. 2024-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REJECTION OF ALL BIDS FOR THE CDBG PLAYGROUND EQUIPMENT INSTALL FOR WASHINGTON, WESTSIDE AND JESMOND DENE PARKS PROJECT AND AUTHORIZING STAFF TO RE-BID

WHEREAS, on April 17, 2024, the City Council authorized the purchase of all equipment and has allocated funding in the adopted Capital Improvement Program budget for the Community Development Block Grant (CDBG) Installation Project ("Project"); and

WHEREAS, on July 1, 2024, the City issued Request for Bids ("RFB") No. 24-17 soliciting bids for the installation of procured equipment at Washington Park, Jesmond Dene Park, and Westside Park; and

WHEREAS, the City received three sealed bids in response to RFB No. 24-17; and

WHEREAS, a bid protest from R.E. Schultz Construction, Inc. was received as the result of the two lower bidders not including all the required forms with their bid submissions; and

WHEREAS, the bids received exceed the allotted budget for the Project; and

WHEREAS, the City Engineer recommends the rejection of all formal bids.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the City Engineer to reject all bids for the Project, and to re-advertise the Project for bid.



STAFF REPORT

September 11, 2024

File Number 0820-20

SUBJECT

ADDENDUM NO. 3 TO THE FINAL ENVIRONMENTAL IMPACT REPORT ("FEIR") FOR THE CITRACADO PARKWAY EXTENSION PROJECT

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-135 adopting the third Addendum to a previously certified Final Environmental Impact Report ("FEIR") for the Citracado Parkway Extension Project (SCH No. 2007041061) ("Project").

Staff Recommendation: Approval (Development Services: Christopher W. McKinney, Deputy City Manager)

Presenter: Jonathan Schauble, City Engineer

ESSENTIAL SERVICE – Yes, Land Use/Development; Public Works/Infrastructure

COUNCIL PRIORITY –

FISCAL ANALYSIS

During construction of a Citracado Parkway sound wall, construction crews encountered very hard rock during drilling of sound wall piles and higher than expected ground water. The methods to achieve the Project as designed under the FEIR would result in an additional cost to the City of \$450,000. The Project modification as proposed under Addendum No. 3 would allow the City to realize a cost savings of approximately \$400,000.

PREVIOUS ACTION

On April 18, 2012, the City Council adopted Resolution No. 2012-40 certifying the FEIR, California Environmental Quality Act ("CEQA") Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program ("MMRP"), as well as the Specific Alignment Plan for the Citracado Parkway Extension Project.

On May 26, 2021, the City Council adopted Resolution No. 2021-82 adopting Addenda Nos. 1 and 2 to the previously certified FEIR for the Citracado Parkway Extension Project.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The Project described under the certified FEIR widens the existing Citracado Parkway segment located between W. Valley Parkway and Avenida Del Diablo, and includes improvements to add a travel lane in each direction through median-width reduction (35 to 14) feet, resulting in a four-lane roadway. The Project also entails extension of the roadway from Harmony Grove Village Parkway to Andreasen Drive with a new bridge crossing the Escondido Creek. These improvements required landform alterations including cut and fill slopes as well as minor street realignments and grade adjustment for the Kauana Loa Drive and Harmony Grove Road intersection. The certified environmental document identified several mitigation measures to address and mitigate potentially significant Project impacts to Biological Resources, Noise, Traffic/Circulation, and Cultural Resources to less-than-significant levels.

Subsequent to the Project approval and FEIR certification, the City prepared and adopted two Addenda (2021) to the adopted 2012 FEIR to cover updates in the final design, including value engineering revisions that narrowed and lowered the roadway, and final overhead electric and communications utility relocation designs.

PROJECT DESCRIPTION/ANALYSIS

Addendum No. 3 covers a modification to the design of a segment of Sound Wall 6 (MMM-NOISE-1) due to constructability issues encountered along its alignment during construction. The proposed change would exclude an approximately 104-foot-long segment from the original alignment of Sound Wall 6, leaving this gap with no man-made noise control measures. This change would reduce the total length of Sound Wall 6 from 935 feet to a two-segment wall spanning a combined length of 831 feet. The installation for this segment of Sound Wall 6 is constrained by two factors: 1) a shallower water table than previously anticipated, and; 2) a large rock outcropping that occurs both above and below the ground surface. Both the shallow ground water and existing rock outcropping inhibits the ability to drill the required sound wall footings. The Addendum No. 3 Resolution and its associated Exhibits conclude no new noise or increased noise impacts would result beyond those identified in the FEIR and subsequent addendums (i.e., Addenda 1 and 2) with the removal of the 104-foot-long segment due to the existing rock outcropping.

Pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified, the lead agency is required to review any changed circumstances or new information to determine whether any of the circumstances under Public Resources Code Section 21166 and CEQA Guidelines § 15162 require additional environmental review. City staff evaluated the Project, and all aspects of the changes, in light of the standards for subsequent environmental review outlined in Public Resources Code § 21166 and CEQA Guidelines § 15162 and conclude the EIR fully analyzed and mitigated, where feasible, all potentially significant environmental impacts, if any, that would result from the revised Project, and therefore, no subsequent EIR or mitigated negative declaration is required. On that basis, City staff prepared Addendum No. 3 for the Project change, pursuant to CEQA Guidelines § 15164. The City Council is the authorized body to adopt Addendum No. 3.



CITY *of* ESCONDIDO

STAFF REPORT

Pursuant to CEQA, an Addendum to an EIR is needed if minor technical changes or modifications to the proposed project occur (CEQA Guidelines §15164). An Addendum is appropriate only if these minor technical changes or modifications do not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts. The Addendum need not be circulated for public review (CEQA Guidelines §15074.1(c), §15164(c)); however, an Addendum is to be considered by the decision-making body with the FEIR prior to making a decision on the Project (CEQA Guidelines §15164(d)). The FEIR Addendum No. 3 demonstrates the environmental analysis, impacts, and mitigation requirements identified in the certified FEIR remain substantively unchanged by the final design as described therein.

RESOLUTIONS

- a) Resolution No. 2024-135
- b) Resolution No. 2024-135 Exhibit "A" – Citracado Parkway Extension Final Environmental Impact Report and Associated Appendices
- c) Resolution No. 2024-135 Exhibit "B" – Resolution No. 2021-82 Addenda Nos. 1 and 2
- d) Resolution No. 2024-135 Exhibit "C" – Addendum No. 3
- e) Resolution No. 2024-135 Exhibit "D" – Findings of Facts

RESOLUTION NO. 2024-135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, ADOPTING ADDENDUM NO.
3 TO THE PREVIOUSLY CERTIFIED FINAL
ENVIRONMENTAL IMPACT FOR THE CITRACADO
PARKWAY EXTENSION PROJECT

WHEREAS, the City of Escondido (“City”) is the Lead Agency pursuant to the California Environmental Quality Act (Public Resources Code § 21000 et seq.) (“CEQA”) and the CEQA Guidelines (California Code of Regulations § 15000 et seq.), for the proposed Citracado Parkway Extension Project (“Project”); and

WHEREAS, the Project involves the extension of Citracado Parkway from Andreasen Drive to Harmony Grove Village Parkway, widening of Citracado Parkway between West Valley Parkway and Avenida Del Diablo, and street realignment and grade adjustments of Harmony Grove Road/Kuana Loa; and

WHEREAS, on April 18, 2012, the City Council adopted Resolution No. 2012-40 approving the Specific Alignment Plan and certifying and approving the Final Environmental Impact Report (SCH No. 2007041061) (“FEIR”) CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Project, included herein as Exhibit “A”; and

WHEREAS, on May 26, 2021, the City Council adopted Resolution No. 2021-82 adopting and approving Addenda Nos. 1 and 2 to the previously certified FEIR, included herein as Exhibit “B”; and

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified, the Lead Agency is required to review any changed

circumstances to determine whether any of the circumstances under Public Resources Code section 21166 and CEQA Guidelines section 15162 require additional environmental review; and

WHEREAS, the City Council engaged an environmental consultant, AECOM, to evaluate the environmental impact of the proposed modifications to the Project in light of the standards for subsequent environmental review outlined in Public Resources Code section 21166 and CEQA Guidelines section 15162; and

WHEREAS, based on AECOM's evaluation, AECOM concluded that the EIR had fully analyzed and mitigated, where feasible, in compliance with CEQA, all potentially significant environmental impacts, if any, that would result from the Project modifications, and that the impacts to the environment as a result of the modifications are consistent with and would not create substantial new or increased impacts beyond those that were evaluated in the EIR, and that, therefore, no subsequent EIR or mitigated negative declaration is now required; and

WHEREAS, as a result of the proposed modifications to the Project, and to document AECOM's evaluation of the environmental impact of said modifications, AECOM prepared Addendum No. 3 to the FEIR, included herein as Exhibit "C", pursuant to CEQA Guidelines section 15164;

WHEREAS, an addendum to an EIR need not be circulated for public review pursuant to CEQA Guidelines section 15164(c) and therefore Addendum No. 3 was not circulated for public review pursuant to such section; and

WHEREAS, the City Council has reviewed and considered the information, findings, and conclusions contained in the Addendum No. 3, including without limitation the EIR and supporting documents.

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. Addendum No. 3, and Addenda Nos. 1 and 2, as well as the FEIR CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program, were presented to the City Council on September 11, 2024 and considered by the City Council at its regularly scheduled meeting.
3. Addendum No. 3 was prepared for the Project modification entailing elimination of an approximately 104-foot-long segment from the original alignment of Sound Wall 6, leaving a gap with no man-made noise control measures and thus reducing the total length of Sound Wall 6 from 935 feet to a two-segment wall spanning a combined length of 831 feet.
4. Addendum No. 3 was prepared in compliance with the requirements of CEQA and the CEQA Guidelines and is adequate for the City of Escondido as the Lead Agency under CEQA.
5. Based upon evidence submitted and as demonstrated by the analysis included in the Addendum No. 3, none of the conditions described in Section 15162 or 15163 of the CEQA Guidelines calling for the preparation of a subsequent or supplemental FEIR or negative declaration have occurred; including, specifically:
 - a) The proposed modification to the Project does not create substantial changes that would require major revisions to the FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
 - b) The proposed modifications to the Project do not create substantial changes with respect to the circumstances under which the Project is undertaken that will require major revisions

to the previous FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

c) There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified as complete and adopted, that shows any of the following:

- A. The modifications will have one or more significant effects not discussed in the certified EIR;
- B. Significant effects previously examined will be substantially more severe than show in the certified FEIR;
- C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the Project proponent declines to adopt the mitigation measure or alternative; or
- D. Mitigation measures or alternatives that are considerably different from those analyzed in the certified FEIR would substantially reduce one or more significant effects on the environment, but the Project proponent declines to adopt the mitigation measures or alternatives.

6. The evaluation of the proposed modifications to the Project, certified FEIR, Addenda Nos. 1 and 2, and Addendum No. 3 reflects the City Council's independent judgement and analysis based on the City Council's review of the entirety of the administrative record, which record provides the information upon which this resolution is based.

7. After consideration of all evidence presented, and studies and investigations made by the City Council and on its behalf, the City Council makes the following substantive findings and determinations, attached hereto as Exhibit "D," relating to the information that has been considered.

8. That pursuant to the above findings, the City Council determines that the FEIR, together with Addenda Nos. 1 and 2, and Addendum Nos. 3 satisfy all the requirements of CEQA and are adequate to serve as the required environmental documentation for the Project and, therefore, hereby approves and adopts Addendum No. 3 for the proposed modifications to the Project.

EXHIBIT "A"
CITRACADO PARKWAY EXTENSION
FINAL ENVIRONMENTAL IMPACT REPORT (SCH # 2007041061)
AND ASSOCIATED APPENDICES
PLANNING CASE NO. PL24-0246

Due to the number of pages of Exhibit "A", the following link has been provided to review the documents electronically on the City's web site:

<https://escondido.gov/DocumentCenter/View/1200/Final-Environmental-Impact-Report-PDF>
<https://escondido.gov/DocumentCenter/View/1199/Final-Appendices-PDF>

The links includes the following:

The full certified Final Environmental Impact Report (FEIR) for the Citracado Parkway Extension project (SCH #2007041061) and the final appendices for the FEIR.

RESOLUTION NO. 2021-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING ADDENDA TO AN ADOPTED EIR PREPARED FOR THE CITRACADO PARKWAY EXTENSION PROJECT (ER-2006- 10, ENG12-0011)

WHEREAS, the City of Escondido ("City") is the lead agency, pursuant to the California Environmental Quality Act (Public Resources Code § 21000 et seq.) ("CEQA") and the CEQA Guidelines (14 California Code of Regulations § 15000 et seq.), for the proposed Citracado Parkway Extension Project ("Project"); and

WHEREAS, the Project involves the extension of Citracado Parkway from Andreasen Drive to Harmony Grove Village Parkway, widening of Citracado Parkway between West Valley Parkway and Avenida Del Diablo, and street realignment and grade adjustments of Harmony Grove Road/Kuana Loa; and

WHEREAS, On April 18, 2012, the City Council adopted Resolution No. 2012-40 approving the Specific Alignment Plan and certifying and approving the Final Environmental Impact Report ("FEIR") CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Project; and

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified, the lead agency is required to review any changed circumstances to determine whether any of the circumstances under Public Resources Code section 21166 and CEQA Guidelines section 15162 require additional environmental review; and

WHEREAS, the City Council engaged an environmental consultant, AECOM, to evaluate the environmental impact of the proposed modifications to the Project in light of the standards for subsequent environmental review outlined in Public Resources Code section 21166 and CEQA Guidelines section 15162; and

WHEREAS, based on AECOM's evaluation, AECOM concluded that the EIR had fully analyzed and mitigated, where feasible, in compliance with CEQA, all potentially significant environmental impacts, if any, that would result from the Project modifications, that the impacts to the environment as a result of the modifications are consistent with and would not create substantial new or increased impacts beyond those that were evaluated in the EIR, and that, therefore, no subsequent EIR or mitigated negative declaration is now required; and

WHEREAS, as a result of the proposed modifications to the Project, and to document AECOM's evaluation of the environmental impact of said modifications, AECOM prepared Addendum #1 to the FEIR and Addendum #2 to the FEIR (collectively, the "Addenda," included herein as Exhibits A and B, respectively) pursuant to CEQA Guidelines section 15164; and

WHEREAS, the City Council has reviewed and considered the information, findings, and conclusions contained in the Addenda, including without limitation the EIR and supporting documents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California on the basis of substantial evidence and based upon the whole record, as follows:

1. That the above recitations are true.

2. The Addenda were presented to the City Council on May 26, 2021 and considered by the City Council at its regularly scheduled meeting.

3. The Addenda were prepared for the Project modifications in compliance with the requirements of CEQA and the CEQA Guidelines and are adequate for the City of Escondido as the lead agency under CEQA.

4. Based upon evidence submitted and as demonstrated by the analysis included in the Addenda, none of the conditions described in Section 15162 or 15163 of the CEQA Guidelines calling for the preparation of a subsequent or supplemental FEIR or negative declaration have occurred; including, specifically:

(a) The proposed modifications to the Project do not create substantial changes that would require major revisions to the FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

(b) The proposed modifications to the Project do not create substantial changes with respect to the circumstances under which the Project is undertaken that will require major revisions to the previous FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

(c) There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified as complete and adopted, that shows any of the following: (A) the modifications will have one or more significant effects not discussed in the certified EIR; (B) significant effects previously examined will be substantially more severe than

show in the certified FEIR; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the Project proponent declines to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives that are considerably different from those analyzed in the certified FEIR would substantially reduce one or more significant effects on the environment, but the Project proponent declines to adopt the mitigation measures or alternatives.

8. The evaluation of the proposed modifications to the Project, certified FEIR, and Addenda reflects the City Council's independent judgement and analysis based on the City Council's review of the entirety of the administrative record, which record provides the information upon which this resolution is based.

9. That pursuant to the above findings, the City Council determines that the FEIR, together with the Addenda, satisfy all the requirements of CEQA and are adequate to serve as the required environmental documentation for the Project and, therefore, hereby approves and adopts the Addenda for the proposed modifications to the Project.

May 14, 2021

Ms. Julie Procopio
City of Escondido
201 North Broadway
Escondido, CA 92025

Subject: Citracado Parkway Final Design Project Preliminary CEQA Assessment - Revised

Dear Ms. Procopio:

At the request of the City of Escondido (City), in 2015, AECOM reviewed the Citracado Parkway final design plans to confirm that they substantially conform to the design plans described in the final environmental impact report (EIR) prepared for the project in 2012. Specifically, we considered the changes in the project since that prior California Environmental Quality Act (CEQA) coverage and conducted updated environmental impact analysis of the revised project for the City's review. Subsequently, the City decided to bring elements of the original approved project back (e.g. the pedestrian sidewalks and roadway median) As such, AECOM is providing this revised letter to summarize the findings of the prior analysis, and return some of the project elements to the originally proposed and approved project.

PROJECT BACKGROUND

The City's Citracado Parkway Extension Project EIR (2012 EIR) was certified in 2012 by the City as CEQA lead agency. This EIR provided the environmental analysis of the proposed plan to extend and improve Citracado Parkway from West Valley Parkway to Andreasen Drive. During final design of the project, changes were made that have the potential to affect what was analyzed in 2012. The City is seeking to confirm that the project as currently proposed substantially conforms to the CEQA document prepared in 2012 and that no new significant impacts would result from the changes to the project since certification.

Changes in the project since EIR certification are summarized below .

1. Length and width of bridge over Escondido Creek were reduced.

The revised bridge is roughly 260 feet long and 72 feet wide, and will require the construction of one support column. Rock-slope protection is proposed to be buried 2 feet below ground surface along the base of both the north and south bridge abutments.

2. Reduction of project impacts due to grading

The overall road profile was lowered to meet the shorter bridge length, thus lowering the amount of earthwork fill required and bringing in the limits of grading north of the bridge.

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3. Removal of the proposed driveway access to the Hale Avenue Resource Recovery Facility (HARRF) from the project.

The proposed driveway has been removed from the proposed project, resulting in a T-intersection with Harmony Grove Village Parkway. This will eliminate the proposed retaining wall along the HARRF driveway. The section of the retaining wall that runs parallel to the proposed Citracado Parkway has been retained and increased in height approximately 1 foot due to changes in the road profile.

4. Changes to the drainage plan for the roadway.

Drainage is proposed to comply with current Regional Water Quality Control Board standards and includes the installation of a stormwater basin to the north of Escondido Creek and installation of a bioswale on the west side of the road, south of Escondido Creek (see Figure 2-2). The road north of Harmony Grove Village Parkway will now be constructed in a crown shape, which will change the drainage pattern of the road from the original plan. The Water Quality Technical Report has been updated to reflect this revised drainage plan.

5. Removal of the roadway median.

A portion of the median proposed in the original Citracado Parkway design will be removed from the improvement plans, which will narrow the footprint of the road. This will occur between the northern curblin at the intersection of Citracado/Harmony Grove, and extend to a point approximately one hundred feet (100') south of the project bridge. The road will then transition to its original width at Harmony Grove Village Parkway to meet the portion of Citracado Parkway already been constructed to the south. Due to the decrease in road width, the overall area required to construct the project is reduced, which reduces the restoration area required.

6. Changes to noise walls.

During final design, minor modifications were required to the location and height of sound walls 1, 3, and 5. These changes were necessary to accommodate existing topography and obstructions to the originally proposed conceptual wall locations. Sound wall 1 remains in the same location and in the same shape but the portion of Sound wall 1 that deviates from Citracado Parkway at the intersection of West Valley Parkway would be reduced in height to 6 feet, based on final design and topographical considerations. Sound walls 3 and 5 have changes in both shape and height. Both sound walls increase in height from 8 to 10 feet. In the original proposed project plans, sound wall 3 ended diagonally at its southern point before reaching the intersection at Johnston Road. Final plans show this sound wall now extends to meet an existing wall at the Johnston Road. Sound wall 5 terminates in a diagonal section to the north on private property.

7. Additional changes

Existing street lights between West Valley Parkway and Harmony Grove Village Parkway will be protected in place and will be upgraded to LED fixtures.



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The traffic signal at the intersection of Citracado Parkway and Harmony Grove Village Parkway was installed by a developer.

The revised project design would reduce the footprint of the Citracado Parkway bridge, while continuing to meet the project objective of creating a more direct route between Andreasen Drive and West Valley Parkway. The revised plan would include the same number of lanes on the roadway to accommodate the same traffic load as the originally proposed road. Construction methodologies of the project would remain similar to those proposed in the 2012 EIR.

AECOM has reviewed the proposed changes to the project and considered how these changes might affect the analysis and conclusions of project impacts as they were presented in the 2012 EIR. Based on a preliminary review, AECOM identified five environmental issues that needed to be addressed—Biological Resources (Section 3.4 of the 2012 EIR), Cultural Resources (Section 3.5), Hydrology (Section 3.7), Noise (Section 3.9), and Visual Resources (Section 3.11). AECOM determined that the analysis and conclusions in the remaining sections of the 2012 EIR would not be affected by the changes in the project and do not warrant detailed assessment. Explanations of why the project changes did not affect the substance or conclusions of the 2012 EIR for these remaining sections are provided in the table in Attachment 1.

AECOM conducted the appropriate analyses of the revised project for the environmental issue areas listed above and compared the results of the analyses to the discussions in the respective sections of the 2012 EIR. The results of this comparison are presented to the City for their consideration of the appropriate approach to achieving CEQA compliance for the project. For each issue area, this letter report presents a summary of the 2012 EIR conclusions, a summary of why the changes in the project affect the discussion of the issue area, and a revised analysis of the project that includes a discussion of whether the revised analysis identifies new or substantial increases in significant impacts since certification of the 2012 EIR.

BIOLOGICAL RESOURCES

2012 EIR Conclusions

Potential impacts of the proposed project on biological resources were studied for vegetation communities, jurisdictional waters, trees, sensitive plants, sensitive wildlife, migratory birds, and wildlife movement. For all of these classifications, both direct and indirect impacts were found to be significant. Construction practices would cause temporary impacts to vegetation, wildlife, and waters as a result of stockpiling and staging and access areas, as well as the creation of dust, erosion, and sedimentation. In the portion of the proposed roadway between Harmony Grove Village Parkway and Harmony Grove Road, where there is currently no road, habitat would be permanently lost for both plants and animals. This loss presents the opportunity for nonnative species, both plant and animal, to infiltrate the area and outcompete native species. Noise and lights that result from operation of the road can affect both sensitive wildlife and migratory birds. Improvements to the existing road would lead to the removal of mature trees, and the construction of the bridge would cause permanent shading of Escondido Creek. Mitigation measures were proposed



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for each impact, which would reduce the impacts to below a significant level after implementation.

Reasons for Revising Analysis

The project plans would change the footprint of the project thus resulting in a change in the impacts to vegetation communities and jurisdictional waters quantified in the 2012 EIR.

Revised Analysis of Project Impacts

Changes to the proposed project limits would not result in new significant impacts to wildlife species or wildlife corridors, as the project remains substantially the same and would not impact new sensitive species or increase an impact to a species. Changes in the proposed project would affect previously quantified impacts to vegetation communities and jurisdictional waters, as described further below.

Vegetation Communities

The original project design included a total of 29.65 acres of permanent, shading, and temporary, direct impacts to vegetation communities. Overall changes to the proposed impacts are not anticipated with the reduction in grading and changes to the bridge design.

Potential temporary and permanent, indirect impacts to the vegetation communities surrounding the limit of disturbance (LOD) remain the same with the revised project design. The change in impact acreage to sensitive vegetation communities and other cover types does not affect the indirect impacts analyzed in the EIR, and no new significant impact would result.

Jurisdictional Resources

The length of the proposed bridge over Escondido Creek has been reduced and the width narrowed. The bridge crossing at Escondido Creek is proposed as a two-span, cast-in-place, pre-stressed, concrete box girder structure with a single pier support, instead of the four columns in the original project design. The bridge would be 260 feet in length with two equal spans of 128 feet 8 inches in length. The bridge would be 72 feet wide and approximately 23 feet high, with a structure depth of 5 feet 2 inches. Rock-slope protection is proposed to be buried 2 feet below ground surface along the base of the north and south bridge abutments. Additionally, a revised revegetation plan would cover on-site mitigation.

The revised design of the Escondido Creek Bridge includes a 0.04-acre decrease in overall impacts to jurisdictional waters, but an increase in 0.02 acre of permanent impacts. The total impacts of the revised design would be 1.36 acres, which includes 0.83 acre of potential jurisdictional waters of the U.S. and 0.53 acre of potential jurisdictional waters of the state. Of the 1.36 acres, 0.31 acre will be permanently impacted by the construction of the bridge column, 0.36 acre will be impacted from permanent shading, and 0.69 acre will be temporarily impacted by project construction. These direct impacts to jurisdictional waters



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remain significant with revised project design. However, no new significant impacts or substantial increase in significant impacts would occur to jurisdictional waters.

Potential temporary and permanent, indirect impacts to the jurisdictional waters surrounding the LOD remain the same with the revised project design. The change in impact acreage to jurisdictional waters does not affect the indirect impacts analyzed in the EIR.

CULTURAL RESOURCES

2012 EIR Conclusions

Two prehistoric archaeological sites, SDI-8280 and SDI-12,209, were analyzed in the environmental review of the Citracado Parkway project. At SDI-8280, areas containing significant cultural deposits and features will not be affected by the construction of Citracado Parkway, so it was determined that no significant impacts would occur to this archaeological site. At SDI-12,209, a significant cultural resource was identified within the right-of-way corridor, including prehistoric artifact deposits, bedrock milling features, lithic tools, pottery, and human remains. The construction of the project could lead to a direct impact to these significant elements documented at SDI-12,209, as well as undocumented artifacts associated with this site. It was also determined that the project area was potentially used for Native American religious or ritual activities, which could lead to a significant impact if sacred/religious artifacts were removed from the site. Construction activities such as grading and blasting, as well as the dust and debris created by these actions, could indirectly impact prehistoric artifacts or features found outside the project boundaries, such as prehistoric pictographs at both archaeological sites. Mitigation measures were proposed for each impact to reduce impact levels to less than significant.

Reasons for Revising Analysis

Even with the decreased footprint of the bridge in areas, small portions of the LOD were adjusted to accommodate storm drain features. Therefore, impacts to cultural resources need to be assessed again for the final project. The new storm drain detention basin located west of the north bridge abutment at Escondido Creek represents a potential new impact into SDI-12,209. This location was reassessed by the archaeological consultant in January of 2015 in order to revise the impact analysis.

Revised Analysis of Project Impacts

The revised project will generally impact less of SDI-12,209 than the Area of Potential Effects (APE) analyzed in 2012. The corridor is generally narrower under the current design, and therefore, in the area of SDI-12,209 and SDI-8280, a smaller amount of these sites will be affected. No new or expanded impacts are anticipated at SDI-8280. The area to be affected within SDI-8280 is actually smaller, because the access road previously planned to the Hale Avenue Waste Water Treatment plant that crossed a portion of SDI-8280 is no longer part of this project.



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At SDI-12,209, the APE to significant portions of this site will not be substantially changed from that analyzed in 2012, because the road corridor still passes directly through the portion of the resource with the highest level of research potential. The addition of the storm drain retention basin on the south side of SDI-12,209 will represent a new impact; however, this area was tested archaeologically in January of 2015 and that process resulted in the determination that no significant cultural deposits are present on that portion of the archaeological site.

The new design for Citracado Parkway between Avenida Del Diablo and Harmony Grove Road will result in a smaller APE and therefore less direct impacts to cultural resources. The addition of the storm water basin within the site boundaries of SDI-12,209 will represent a change in the impact; however, impacts to this site were already considered significant. In addition, this change in impact is not considered a substantial increase in the previously considered impact because no CEQA-significant cultural deposits were identified at that location. Mitigation measures presented in the 2012 EIR will remain the same for this revised analysis. Direct impacts will be mitigated through the implementation of a data recovery program. Monitoring of all earthwork by an archaeologist and a Native American representative will be required. All artifact collections will be curated at the San Diego Archaeological Center.

HYDROLOGY

2012 EIR Conclusions

In the 2012 EIR, impacts on both surface water and ground water were analyzed, for both the construction and operational phases of the project. A Storm Water Pollution Prevention Plan would be prepared by the contractor to ensure the implementation of best management practices (BMPs) during construction to mitigate surface water impacts. Construction practices would not have a significant impact on groundwater sources. The project would result in an increase in impervious surfaces as a result of roadway construction, and a corresponding increase in urban runoff. To reduce the effects on surface water from the operational phase of the project, BMPs would be implemented following the requirements of the Municipal Stormwater Permit. Storm drains, bioswales, and vegetation would be used to limit the direct runoff from the road into Escondido Creek. The road would be constructed so that runoff would flow from the outside to the center of the roadway into brow ditches and inlets. The proposed bridge would be constructed so that it could accommodate the 50- and 100-year storm flow and would not significantly alter the course of the river. Operational uses of the project would not take any groundwater, and the loss of infiltration by an increase in impervious surfaces would be offset by the use of bioswales. The project site is not prone to flooding landslides or mudflows and would not subject people to an increased risk of these events occurring. Any potential significant impacts of this project are mitigated through BMPs and existing regulations.

Reasons for Revising Analysis



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An update to the Hydraulic Study was prepared to determine the water surface elevations of Escondido Creek near the bridge crossing for the updated bridge design. An update to the Bridge Scour Study was prepared to provide information on general scour and local scour for the updated location of the bridge piers and abutments, and to provide engineering specification on the design bank protection and for the bridge abutments. Differences between the originally proposed plan and the final plans could lead to different hydrological impacts. The major difference between the two plans is the revision to proposed bioswales, change in road contour, the bridge layout, and the addition of a stormwater detention basin and bioswales. This could change the runoff into Escondido Creek. The change in the footprint of the road also changes the amount of impervious surfaces, which affects both surface runoff and groundwater infiltration.

Revised Analysis of Project Impacts

The reduced footprint of the parkway would allow for more groundwater absorption than the originally proposed plan. A reduced area of impervious surfaces would result from the updated plan compared to the originally proposed plan, which would reduce the impact on the drainage pattern of the area. The bioswales originally planned for the portion of the new road being constructed would no longer be needed because the bioswales were originally proposed to be in the median of the road, and that median would be removed as a part of the updated plan. However, the existing portion of Citracado Parkway that is being widened will remain inverted, with bioswales in the median. The road shape would be changed to a standard crown for a portion of the road north of Harmony Grove Village Parkway, which changes the drainage pattern of the project. Drainage swales and a new stormwater basin are proposed and comply with hydromodification requirements. An updated Hydrology and Water Quality Technical Report was prepared to reflect these changes. The plan would continue to be designed to follow the BMPs listed in that report and continue to adhere to the Municipal Stormwater Permit. Therefore, no new significant impact would result from these changes.

NOISE

2012 EIR Conclusions

The 2012 EIR found that primary noise impacts of the project result from construction activities. Noise would occur when workers commute to and from the construction site, as well as when materials are delivered. It was estimated that there would be roughly 66 trips occurring to the project site in the peak morning traffic period, which would result in a less than 1 A-weighted decibels (dBA) equivalent noise level (L_{eq}) increase. This is considered a less than significant impact. Heavy machinery and construction equipment would be operated normally between 7:00 a.m. and 6:00 p.m. Monday through Friday, and occasionally between 9:00 a.m. and 5:00 p.m. on Saturday. Noise produced by construction activities would not exceed 75 dBA L_{eq} . Because of this and the time limitations, these activities are also considered to have a less than significant impact. Additionally, impacts from vibration due to construction would be less than significant. Operational noise impacts of the proposed project were studied for the years 2014 and 2030 for both the No Build



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alternative and the Build condition. In both study years, it was determined that implementing the project would lead to increased noise compared to the No Build condition. However, in the Build scenario, fewer impacts would occur in 2030 than in 2014 due to redistribution of traffic. Both year Build studies show a significant increase in noise compared to the 2010 baseline year. Any noise impacts to nearby off-site roadways were found to be less than significant. Mitigation for the noise impacts was proposed in the form of sound walls, which were detailed in the 2012 EIR; however, noise impacts were still found to be significant and unavoidable.

Reasons for Revising Analysis

Noise impacts for the revised project need to be analyzed again because of the changes made to the design of the sound walls. Impacts to noise due to operation of the roadway will likely remain the same, but the change in mitigation measures (i.e., sound walls) have the potential to change the findings of significance. The updated noise study memo is provided as Attachment 2 to this letter.

Revised Analysis of Project Impacts

The primary source of noise in the project area is traffic and as indicated this analysis focuses on the changes in future noise levels associated with the alteration of sound walls 1, 3, and 5. Traffic volumes for Citracado Parkway were taken from the *Technical Noise Analysis Citracado Parkway Extension Project Escondido, California* (AECOM 2011). See Appendix B of that report for a complete breakdown of modeled traffic volumes for all roadways. The traffic noise levels were estimated using the Federal Highway Administrations Traffic Noise Model, version 2.5 (TNM). TNM determines a predicted noise level through a series of adjustments to a reference sound level. These adjustments account for traffic flows, speed, truck mix, varying distances from the roadway, length of exposed roadway, and noise shielding. Vehicle speeds on each roadway were assumed to be the posted speed limit, and no reduction in speed was assigned due to congested traffic flows. Roadway characteristics, such as the number of lanes and roadway inclines, were determined from project design drawings. Receptor and building locations and elevations were similarly taken from topographic survey data provided by the project engineer.

Based on the current design plans, the changes in the roadway design would not result in a measurable change in the predicted noise levels. However, changes to sound wall design could change the predicted noise levels. While the alignment of sound wall 1 would not change, the location and height of the wall would change as it deviates away from Citracado Parkway. As described above, the revised sound wall design would decrease the wall height to 6 feet. However, because this occurs on the high point in the terrain, the sound wall has a similar overall height to the original design, and results in similar shielding. The results on the modeling for sound wall 1 are shown in Table 2.



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**Table 2
Sound Wall 1**

Sound Wall	Benefited Receptors	2014 Noise Level, w/o Wall dBA L _{eq}	Noise Level dBA L _{eq}	Reduction dBA
SW1	R5	68	63	-5
	R8	66	62	-4

Based on the modeling for sound wall 1, the proposed increased wall height along the Citracado Parkway portion of the wall would achieve greater reductions over the mitigation identified in the 2012 EIR. The portion of the wall that deviates away from Citracado Parkway would result in similar noise level reduction to the levels identified in the 2012 EIR because the overall height of the wall would be similar. The attenuation would range from 5. Additionally, future noise levels would be below 65 dBA Community Noise Equivalent Level (CNEL) and thus the future noise level, with mitigation, would comply with the City compatibility noise level for these receptors. Therefore, no new impacts would occur due to the proposed revisions to the project.

The proposed realignment of sound walls 3 and 5 would potentially change the shielding the walls would provide; additionally, the height of the wall would increase, potentially resulting in greater noise level reductions. The results of the modeling for sound walls 3 and 5 are shown in Table 3.

**Table 3
Sound Wall 3 and 5**

Sound Wall	Benefited Receptors	2014 Noise Level, w/o Wall dBA L _{eq}	Noise Level dBA L _{eq}	Reduction dBA
SW 3	R11	59	55	-4
	R12	59	57	-2
	R13	58	55	-2
	R14	66	61	-5
	R17	60	57	-3
	R19	67	64	-3
	R21	62	59	-3
	R22	62	60	-2
SW5	R23	65	61	-4
	R25	65	61	-4
	R27	67	63	-4
	R28	66	64	-2



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Based on the modeling for sound walls 3 and 5, the proposed revisions and increased wall heights would generally achieve an equal or greater reduction over the mitigation identified in the 2012 EIR. Increased attenuation would range from 1 to 2 dB(A). The only exceptions to this occur at R-19 and R-28, where the proposed mitigation would be slightly less effective and noise levels with mitigation would be 1 dB(A) higher than predicted in the 2012 EIR. However, future noise levels would be below 65 CNEL and thus the future noise level, with mitigation would comply with the City compatibility noise level for these receptors. Therefore, while the changes would result in changes in the noise levels predicted in the 2012 EIR, no new impacts or substantial increase in previously identified significant impacts would occur due to the proposed revisions to the project.

VISUAL RESOURCES

2012 EIR Conclusions

The 2012 EIR found that there were no significant impacts to the visual resources of the proposed project area. There are no scenic vistas in the area and therefore the first criteria of the CEQA Guidelines are not applicable. Temporary impacts identified included the presence of construction equipment and nighttime lighting for construction purposes, which were determined to have a less than significant impact because they are dynamic, spread throughout the project area, and last for a short amount of time. Permanent impacts were analyzed from two key viewpoints. Key View 1 looks along the existing roadway south of Avenida Del Diablo. Changes to this portion of the road included removal of mature vegetation, removal of the median, and the addition of a travel and bike lane. Noticeable changes to viewers would occur in this location, but would improve over time with the implementation of project design features (PDFs), such as added vegetation. These PDFs would reduce the impact to a less than significant level. Key View 2 is located in the Rural/Open Space area where there is currently no road. Changes to the area would include the construction of the roadway, bike lane, and sidewalk, and the addition of landscaping vegetation and a retaining wall. Impacts to scenic resources are minimized through project designs such as roadway geometry, and the additional lighting that accompanies the project would be restricted to the project area; therefore, the project has a less than significant impact in these areas. Any impacts due to the removal of vegetation and increase in paved surfaces would be offset by the implementation of PDFs.

Reasons for Revising Analysis

The revised project design differs from the original project plan, warranting an analysis of the impacts. Changes to the road design include changes to the size of the bridge, road width reduction, removal of a portion of the project median, and removal of the HARRF driveway and corresponding retaining wall. Additionally, changes to sound wall designs in both shape and height will change the aesthetics in those areas. Changes in proposed vegetation will differ between the final improvements and the original project as well.

Revised Analysis of Project Impacts



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Impacts to visual resources would be comparable to the impacts of the originally proposed plan. While the design of the road differs from the originally proposed plan, the size of the road and bridge is reduced. While trees and landscaping will no longer be planted in the median of the road, mature trees that are removed during construction would be replaced along the parkway between the sidewalk and the sound walls at a greater than 1:1 ratio. Visual impacts due to the removal of trees would continually lessen over time as the newly planted trees and vegetation grow. Additionally, although sound wall heights have increased for three of the proposed sound walls, their visual impact will be reduced by the architectural treatment of sound walls, along with vine treatments.

The removal of the HARRF driveway and its corresponding sound wall from the design plan would reduce the impacts to that area as the driveway and sound wall would no longer be constructed.

Construction-related impacts to visual resources would remain the same as they are under the originally proposed plan. Impacts to visual resources would remain less than significant with the revised project design.

CONCLUSION

In summary of the discussion presented above, the changes to the project do not indicate new significant impacts that were not identified in the 2012 EIR or substantial increases in any significant impacts that were identified in the 2012 EIR.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Fehrensén". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michelle Fehrensén
Project Manager

Attachments:

1. Discussion of additional EIR sections
2. Noise Report Memo

ATTACHMENT 1

DISCUSSION OF ADDITIONAL EIR SECTIONS

Attachment 1

Discussion of Additional EIR Sections (revised 2021)

EIR Section	Topic	Summary of 2012 EIR conclusion	Reason for no detailed analysis
3.1	Land Use	Less than significant. The portion of the project that involves roadway improvement does not alter the existing land use. The proposed construction of the new roadway would be consistent with the City of Escondido General Plan and its Circulation Element. Additionally, with mitigation measures implemented at the site of the proposed bridge, impacts to wildlife would be reduced. Therefore, a less than significant impact to Land Use would occur.	The improvements do not change the land use and remain consistent with the City of Escondido General Plan. The plans lie within the scope of the original plan and therefore do not warrant a detailed analysis in the addendum.
3.2	Agricultural Resources	Less than significant. The proposed project does not impact agricultural operations, convert Prime Farmland, or impact lands under the Williamson Act. Additionally, no agricultural operations were identified adjacent to the proposed project site therefore, no indirect impacts to agricultural lands would occur.	This change does not expand project boundaries or change the project location. Therefore, final plans remain consistent with the less than significant impacts found in the 2012 Environmental Impact Report (EIR), and do not need to be reevaluated in detail in this addendum.
3.3	Air Quality	Less than significant. Project construction would contribute to only a short-term and finite release of greenhouse gases (GHGs), and in a small amount. It was determined that post-completion of the project there would be no net increase in operational GHG emissions. This project would not contribute substantially to climate change, and therefore is considered to have a less than significant impact on air quality.	The approach to this project does not substantially change the construction process or post-construction operations of this project. Therefore, there is no significant increase in the amount of GHGs emitted during construction, or afterwards.
3.6	Geology and Soils	Seismicity. Less than Significant. The proposed	Seismicity. The project would still be located at the

EIR Section	Topic	Summary of 2012 EIR conclusion	Reason for no detailed analysis
		<p>project site is not located within a known earthquake hazard zone, nor does it fall in a "Near-Source Shaking Zone." The project would adhere to local and state building codes, as well as the California Seismic Standards. The proposed project site is not located in an area susceptible to landslides. By implementing best management practices (BMPs) and complying with the Municipal Stormwater Permit and Standard Urban Stormwater Mitigation Plan Manual, the impact of impervious surfaces created by the project would be reduced.</p> <p>Geology and Soils. Less than Significant. Geotechnical design of the project, investigating and reporting procedures, preparation of a Storm Water Pollution Prevention Plan, and implementation of BMPs would reduce topsoil loss and erosion and potential impacts related to topsoil instability.</p>	<p>same site and within the same footprint of the originally proposed project. Therefore, the exposure to seismic risks would be the same; with the implementation of the same BMPs and compliance with the same regulations, the potential impacts would not be greater than those described in the 2012 EIR.</p> <p>Geology. Because the improvements would lie within the same boundaries and at the same location of the original project, and there are no new or greater potential impacts to be analyzed in the addendum.</p>
3.8	Municipal Services/ Utilities	<p>Municipal Services. Less than Significant. Construction of the proposed project would not result in the need for new or altered police or fire services or infrastructure. The project may reduce response times of both entities, as it provides a transportation connection. There is no housing proposed as part of the project; therefore, no increased demand would result on the existing school, park, or library facilities.</p> <p>Utilities. Less than Significant. Electric utility lines would potentially need to be realigned as a result of the proposed project. Project design and</p>	<p>Municipal Services. The improvements of the project would not create an impact larger than the one assessed in the 2012 EIR. There would still be no need for new or altered fire, police, school, park, or library infrastructure, and the proposed Citracado Parkway would still be constructed, potentially reducing response times.</p> <p>Utilities. Electric utility lines would likely still need to be relocated as a part of the project. Similar to the original project, if proper planning and implementation occur, this impact will remain less than significant. The water requirements for the</p>

EIR Section	Topic	Summary of 2012 EIR conclusion	Reason for no detailed analysis
		coordination with SDG&E reduces any potential impact of relocation. This project does not create a new or increased supply of water, and conservation techniques and appropriate standardized construction processes maintain impacts at a less than significant level. No off-site storm water drainage facility or wastewater treatment facility improvements or modifications are required in this project. Operation of the road generates little to no solid waste, and construction waste will be disposed of by EDI.	construction of this project will not change. The drainage patterns have the potential to be altered in the final improvements, and the effects of this are discussed in the Hydrology Section of this addendum. The operation of the project will not change and impacts regarding generation of solid waste would be minimal.
3.10	Traffic/ Circulation	Less than Significant and Significant Unavoidable. Construction of the project would create temporary impacts to the project area, which would be mitigated with the implementation of a Traffic Management Plan. Two intersections would be significantly impacted by this project, and the potential mitigation was found to be infeasible. Two other road segments were determined inadequate for increased traffic flow but widening the road to accommodate four lanes was found infeasible and the impact remained significant.	Construction would cause temporary impacts similar to those caused by the original project analyzed in 2012. It was determined that the improvements would not have impacts that differed greatly from the originally proposed project, and therefore did not need to be analyzed again in detail.

ATTACHMENT 2

NOISE REPORT MEMO

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An Employee-Owned Company

May 6, 2015

Ms. Michelle Fehrensen
AECOM
401 West A Street, Suite 1200
San Diego, CA 92101

Reference: Citracado Parkway Final Design Project Preliminary CEQA Assessment (RECON Number 7302)

Ms. Fehrensen:

As requested, RECON Environmental, Inc. (RECON), has reviewed the Citracado Parkway final design plans to confirm that they substantially conform to that described in the Technical Noise Analysis Citracado Parkway Extension Project Escondido, California and Final Environmental Impact Report (EIR) prepared for the project in 2012. Specifically, RECON considered the changes in the alignment, elevation, and alterations in noise walls. This letter summarizes the findings of this analysis.

The purpose of this noise analysis is to describe the existing noise environment in the project area and identify potential changes in future traffic noise impacts with the revision to the proposed project.

Project Description

The new phased approach to this project includes postponing the construction of pedestrian walkways along the east side of the proposed Citracado Parkway in the section that runs through the unincorporated land of San Diego County. This land is likely to be developed as an industrial business park, and the City of Escondido (City) is proposing to delay construction of the sidewalks until development has been fully planned, and the development's needs can be considered (e.g., ingress, egress, etc.). There would be a berm and a 5-foot shoulder that would be installed along the east side. To the west, a sidewalk would be constructed along Citracado Parkway with a curb and gutter. Additionally, the length of the proposed bridge over Escondido Creek has been reduced and the width narrowed. The revised bridge is roughly 260 feet long and 72 feet wide, and would require the construction of one support column. Rock-slope protection is proposed to be buried 2 feet below ground surface along the base of both the north and south bridge abutments. The proposed driveway access to the Hale Avenue Resource Recovery Facility (HARRF) would be removed for this interim plan, which would create a T-intersection at this point once construction of Lariat Drive is completed. This would eliminate the proposed retaining wall along the HARRF driveway, and leave only the section of the retaining wall that runs parallel to the proposed Citracado Parkway. The road would now be constructed in a crown-shape, which would change the drainage pattern of the road from the original plan. This negates the need for the bioswales, thus, they would be removed from the phased approach plan, which would be updated in the Water Quality Technical Report. Drainage would be sent to the San Diego Gas and Electric (SDG&E) basin, and would lead to a change in utilities for recycled water. Finally, the median that was proposed in the original Citracado Parkway designs would be removed in the interim

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improvement plans, which would narrow the footprint of the road. This would occur to the north of Lariat Drive, and then the road would fan back out to return to its original width to meet the portion of Citricado Parkway that has already been constructed to the south.

Since the sidewalk along the east side of the northern segment of the road is not to be constructed at this time, formal landscaping of this area would not occur until it is built. Rather, a native erosion control seed mix would be used to temporarily restore the impacted areas on both the east and west side of the road. Due to the decrease in the width of the road, the overall area required to construct the project is reduced, which reduces the required restoration area.

In addition, during final design, it was determined that minor modifications to the location and height of sound walls 1, 3, and 5 were required. These changes were necessary to accommodate existing topography and obstructions to the originally proposed conceptual wall locations. Sound wall 1 would remain in the same location and in the same shape, but the portion of sound wall 1 that deviates from Citracado Parkway at the intersection of West Valley Parkway would be reduced in height to 6 feet, based on final design and topographical considerations. Sound walls 3 and 5 would change in both shape and height. In the original proposed project plans, sound wall 3 ended diagonally at its southern point before reaching the intersection at Johnston Road. In the interim improvements, this sound wall would now extend to Johnston Road and curve slightly around the intersection. Instead of following the curvature of the road throughout, sound wall 5 would terminate in a diagonal section to the north that is much closer to the housing development boundary. Both sound walls would increase in height from 8 to 10 feet.

Terminology

In its most basic form, a continuous sound can be described by its frequency or wavelength (pitch) and its amplitude (loudness). Frequency is expressed in cycles per second, or hertz. Frequencies are heard as the pitch or tone of sound. High-pitched sounds produce high frequencies; low-pitched sounds produce low frequencies. Sound-pressure levels are described in units called decibels (dB).

Decibels are measured on a logarithmic scale that quantifies sound intensity in a manner similar to the Richter scale used for earthquake magnitudes. Thus, a doubling of the energy of a noise source, such as doubling of traffic volume, would increase the noise level by 3 dB; a halving of the energy would result in a 3-dB decrease.

From the source to the receiver, noise changes both in level and frequency spectrum. The most obvious is the decrease in noise as the distance from the source increases. The manner in which noise reduces with distance depends on the important factors described in the following discussion.

Noise from a small localized source (approximating a "point" source) radiates uniformly outward as it travels away from the source in a spherical pattern. The sound level attenuates, or drops off, at a rate of 6 A-weighted decibels [dB(A)] for each doubling of the distance. The movement of the vehicles makes the source of the sound appear to emanate from a line (line source) rather than a point when viewed over some time interval. The sound level attenuates, or drops off, at a rate of 3 dB(A) per doubling of distance for line sources.

In addition to the attenuation from distance, noise levels may lower due to the intervening terrain. Acoustically hard sites (i.e., sites with a reflective surface between the source and the receiver, such as parking lots or smooth bodies of water) receive no excess ground attenuation, and the changes in noise levels with distance (drop-off rate) are simply the geometric spreading of the source. Acoustically soft sites are sites that have an absorptive ground surface such as soft dirt, grass, or scattered bushes and trees, and receive an excess ground attenuation value of 1.5 dB(A) per doubling of distance.

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Applicable Regulations

Several rating scales (or noise "metrics") exist to analyze adverse effects of noise on a community. These scales include the equivalent noise level (L_{eq}), the community noise equivalent level (CNEL), and the day/night average sound level (DNL or Ldn). Average noise levels over a period of minutes or hours are usually expressed as dB(A). L_{eq} , CNEL, DNL, and Ldn are used to describe the overall exposure to noise in a 24-hour period and are primarily intended for use in assessing impacts from transportation sources.

Impact Analysis

The primary source of noise in the project area is traffic and, as indicated, this analysis focuses on the changes in future noise levels associated with the alternation of sound walls 1, 3, and 5. Traffic volumes for Citracado Parkway were taken from the Technical Noise Analysis Citracado Parkway Extension Project Escondido, California (AECOM 2011). See Appendix B of that report for a complete breakdown of modeled traffic volumes for all roadways. The traffic noise levels were estimated using the Federal Highway Administrations Traffic Noise Model, version 2.5 (TNM). TNM determines a predicted noise level through a series of adjustments to a reference sound level. These adjustments account for traffic flows, speed, truck mix, varying distances from the roadway, length of exposed roadway, and noise shielding. Vehicle speeds on each roadway were assumed to be the posted speed limit, and no reduction in speed was assigned due to congested traffic flows. Roadway characteristics, such as the number of lanes and roadway inclines, were determined from project design drawings. Receptor and building locations and elevations were similarly taken from topographic survey data provided by the project engineer.

Based on the current design plans, the changes in the roadway design would not result in a measureable change in the predicted noise levels. However, the sound wall locations and heights have been revised per the project description. While the alignment of sound wall 1 along Citracado Parkway would not change, the location and height of the wall would change as it deviates away from Citracado Parkway. The lowering of the wall while following the high point in the terrain results in a sound wall of similar overall height resulting in similar shielding. The results on the modeling for sound wall 1 are shown in Table 1.

Table 1
Sound Wall 1

Sound wall	Benefited Receptors	Noise Level, without Wall dB(A)	Noise Level with Wall dB(A)	Reduction dB(A)
SW1	R5	68	63	-5
	R8	66	62	-4

Based on the modeling for sound wall 1, the proposed increased wall height along the Citracado Parkway portion of sound wall 1 would achieve greater reductions than identified in the 2012 Final EIR. The portion of sound wall 1 that deviates where the wall height would be lower but due to the higher terrain the overall wall height would be similar and the noise level reduction would be similar. The attenuation would range from 5 dB(A). Additionally, future noise levels would be below 65 CNEL, thus the future noise level with mitigation would comply with the City compatibility noise level for these receptors. Therefore, no new impacts would occur due to the proposed revisions to the roadway and sound wall design.

The proposed realignment of sound walls 3 and 5 would potentially change the shielding the walls would provide. Additionally, the height of the walls would increase potentially resulting in greater noise levels reductions. The results on the modeling for sound walls 3 and 5 are shown in Table 2.

Ms. Michelle Fehrensens
Page 4
May 6, 2015

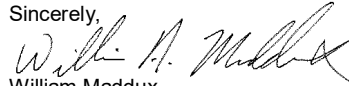
Table 2
Sound Wall 3 and 5

Sound wall	Benefited Receptors	Noise Level, without Wall dB(A)	Noise Level with Wall dB(A)	Reduction dB(A)
SW3	R11	59	55	-4
	R12	59	57	-2
	R13	58	55	-2
	R14	66	61	-5
	R17	60	57	-3
	R19	67	64	-3
	R21	62	59	-3
SW5	R22	62	60	-2
	R23	65	61	-4
	R25	65	61	-4
	R27	67	63	-4
	R28	66	64	-2

Based on the modeling for sound walls 3 and 5, the proposed revisions and increased wall heights would generally achieve an equal or greater reduction over the mitigation identified in the 2012 EIR. Increased attenuation would range from 1 to 2 dB(A). The only exceptions to this occur at R-19 and R-28, where the proposed mitigation would be slightly less effective and noise levels with mitigation would be 1 dB(A) higher than predicted in the 2012 EIR. However, future noise levels would be below 65 CNEL, thus, the future noise level with mitigation would comply with the City compatibility noise level for these receptors. Therefore, while the changes in project design would result in changes in the noise levels predicted in the 2012 EIR, no new impacts would occur due to the proposed revisions to the project.

Please contact me if you have any questions.

Sincerely,



William Maddux
Senior Noise and Air Quality Specialist

WAM:jg

August 5, 2020

Ms. Julie Procopio
City of Escondido
201 North Broadway
Escondido, CA 92025

Reference: Citracado Parkway Utility Relocation Design –CEQA Assessment and 2nd Addendum to FEIR

Dear Ms. Procopio:

At the request of the City of Escondido (City), AECOM has reviewed the Citracado Parkway proposed final utility project design plans to confirm that they substantially conform to the design plans described in the final environmental impact report (FEIR) prepared for the proposed Project in 2012. Specifically, AECOM considered the changes in the proposed final utility project design since certification of the FEIR and 1st Addendum, and conducted updated environmental impact analysis of the revised proposed Project for the City's review. AECOM is providing this letter to summarize the findings of this analysis in support of City preparation of a 2nd Addendum to the FEIR.

BACKGROUND AND DESCRIPTION

The City's Citracado Parkway Extension Project FEIR was certified in 2012 by the City, as California Environmental Quality Act (CEQA) lead agency. This FEIR provided the environmental analysis of the proposed plan to extend and improve Citracado Parkway from West Valley Parkway to Andreasen Drive. During final design of the Project, changes were made that had the potential to affect the conclusions related to what was analyzed in 2012. These revisions were analyzed in a 2015 CEQA Addendum (1st Addendum).

The City is now seeking to confirm that the proposed final utility project design substantially conform to the CEQA document prepared in 2012 and the 1st Addendum, and that no new significant impacts would result from the changes to the proposed Project since certification. Figures provided in Attachment 1 of this letter report show the regional location and vicinity; and updated FEIR Figure 2-4 showing the proposed final utility project design.

The 2012 FEIR analyzed the proposed relocation of utilities as part of the construction of Citracado Parkway. Specifically, the FEIR (Section 2.2.3) analyzed relocation of three primary utilities as described below:

1. The abandonment and replacement of a water pipeline that travels east and then south through the proposed Project area.
2. Relocation of two electric poles and one telephone pole that conflict with the proposed Citracado Parkway alignment. One electric pole and one telephone pole conflict with the proposed alignment at Harmony Grove Road, and one electric pole conflicts with the proposed alignment of Citracado Parkway at Avenida Del Diablo.
3. Realignment of a 12/69-kilovolt (kV) overhead electrical power line that currently runs north/south through the proposed alignment for the Citracado Parkway extension.



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The FEIR acknowledged that final design of these utility relocations would occur in consultation with utility providers. Consultation with utility agencies is underway and the proposed final utility project design is described below by utility agency:

1. Rincon Water District – An existing agency water main line will be relocated from unimproved areas between Harmony Grove Village Parkway and Harmony Grove Road, including a crossing at Escondido Creek to new segments of Citracado Parkway, including bridge segments that span Escondido Creek. As described in the FEIR, Section 3.8 (Utilities), the existing water main will be removed and abandoned in place where it coincides with the proposed Citracado Parkway alignment, as well as abandoned in place outside of the Project area, to Rincon Water District standards. This proposed final design of the water main line is consistent with what was anticipated at the time of the FEIR. No further environmental analysis is necessary.
2. AT&T – Utility conflicts for AT&T include an overhead communication line that runs along Harmony Grove Road, perpendicular to the proposed Citracado Parkway alignment. The proposed final utility project design along Harmony Grove Road would include the undergrounding of the AT&T communication line that runs perpendicular to the proposed Citracado Parkway alignment. AT&T has proposed undergrounding to accommodate construction of the Citracado Extension Project, as Citracado Parkway would be constructed approximately 5 to 6 feet above the current grade of Harmony Grove Road. Undergrounding of the AT&T communication line in Harmony Grove Road would begin near the western project limits of construction on Kauana Loa Drive with installation of a new up cable pole and guy wire within the public right of way. The undergrounding would continue east along the south side of Kauana Loa Drive to Harmony Grove Road, where it would connect with an existing underground communication line. The length of the underground would be approximately 730 feet. Transition from overhead to underground would include the removal of four poles, and installation of a new pole and anchor.
3. San Diego Gas & Electric (SDG&E) – Utility conflicts for SDG&E include both a distribution line that runs along Harmony Grove Road (with Cox Communications cable television under build), perpendicular to the proposed Citracado Parkway alignment, a 12/69kV distribution/transmission line that generally follows the proposed Citracado Parkway alignment, and overhead distribution facilities south of Escondido Creek that are fed from the 12/69kV distribution/transmission line.

a. Distribution Relocations:

Distribution relocations would include replacement of five 12kV (distribution) poles (four north of the creek and one south of the creek), removal of two distribution poles (one north of the creek and one south of the creek), and pole top work, as described in more details below.

Table 1. Distribution Relocation

Pole Number	Existing Height Above Grade (feet)	New Height Above Grade (feet)	Relocation
P16183	38.5	56.5	~8 feet northeast of existing
P258734	38.5	47.5	~0 feet (in same location)
P258735	43	52	~35 feet east of existing



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P510606	38.5	47.5	~11 feet northwest of existing
P16174	38.5	43	~15 feet south of existing

Table 2. Distribution Poles Removed from Service

Pole Number	Access
P16177	Access pole via footpath to avoid ground disturbance and creek
P16176	Access via adjacent residence to avoid creek

North of Escondido Creek - Relocation of distribution poles in conflict with the roadway north of Escondido Creek will require replacement of four distribution poles. As Citracado Parkway would be constructed approximately five to six feet above the current grade of Harmony Grove Road, SDG&E has proposed to install taller poles on each side of the proposed Citracado Parkway alignment and place overhead conductors high enough to accommodate Project construction. Specifically, SDG&E will remove and replace four 12kV distribution poles (three with Cox under build; one with AT&T under build) along Harmony Grove Road, all of which would change in height, as described below. The four distribution poles would be direct embedded steel poles. The existing poles would be replaced as follows: P510606 would be replaced approximately 11 feet northwest, P16183 would be replaced approximately 8 feet to the northeast, P258735 would be replaced approximately 35 feet east, and P258734 would be replaced in the same location. The 3 poles on the north side of Harmony Grove Road would be placed on SDG&E fee property. New anchors and guy wires would also be installed. P510606 would have a new down guy wire attached to an existing anchor. P16183 would have a 2 new guy wires to the north attached to an existing anchor, 1 new anchor 20 feet to the east, with 3 new down guy wires attached, and possibly one new anchor 15 feet east for Cox Communications facilities. P258734 would have 1 anchor 20 feet to the northeast inline with SDG&E and one new anchor 16-18 feet northeast for AT&T inline with SDG&E.

Just north of Escondido Creek, distribution facilities are proposed to be removed due to the removal of existing transmission pole Z510500 (described below). As a result, SDG&E is proposing to remove distribution pole P16177 and its associated overhead conductors. SDG&E would access the pole via a footpath from the existing access road to the north in order to remove it from service. This access would avoid any impacts to rock outcroppings and the adjacent Escondido Creek.

South of Escondido Creek – South of the creek, Pole P16174 would be removed and replaced with a direct embedded steel pole approximately 15 feet south of the existing location with an anchor installed inline 15 feet to the north.

In addition, distribution pole P16176 and the overhead conductors from Pole P16177 would also be removed. Access to P16176 would be from the adjacent residence to avoid impacts to Escondido Creek. Since electrical service to adjacent properties located south of Escondido Creek would be severed by removal of the distribution facilities extending from transmission pole Z510500 (including P16177 and P16176), SDG&E would backfeed the distribution system from the south.



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To accomplish the backfeed, SDG&E would pull cable through their existing underground conduit system located in Harmony Grove Village Parkway west of Harmony Grove Road to existing handhole (pullbox) H130103 located on Harmony Grove Road south of its intersection with Harmony Grove Village Parkway. Local distribution cable would then be pulled underground to existing SDG&E pad D214532. Existing Pole P253454 would be refused to accommodate the backfeed, which would be fed from a new pad-mounted switch (PME) placed on existing pad D214532 and a new terminator cabinet installed south of the PME switch. Surface disturbance required to change the electrical feed direction from the north to from the south would require approximately 40 feet of trenching from substructure D214532 to the new terminator cabinet, from the terminator cabinet to existing cable pole P253454 and from the terminator to existing pad-mounted transformer D214533. This minor trenching would occur in previously disturbed areas within the existing public right-of-way of Harmony Grove Road. SDG&E would then pull underground cable and make the overhead connections required to existing poles to maintain electric service to existing residences. P253454 will be rebuilt to accommodate the underground cable upfeed. Pole top work will also take place on P253454 and P16279 to accommodate the addition of a 3rd phase conductor.

- b. **Transmission Relocations:** The proposed final utility project design of the 12kV (distribution)/69kV (transmission) overhead electrical line that currently runs north/south through the proposed Project area is depicted in updated FEIR Figure 2-4. The alignment includes a longer span between poles than was proposed in the FEIR and the removal of one existing transmission pole (Z510500). New 12/69kV poles would replace existing poles. One 12/69kV pole north of the creek (Z510499) would be relocated approximately 60 feet south from the existing pole and would be located east of the proposed Citracado Parkway alignment within the FEIR Limits of Disturbance (LOD). Another 12/69kV pole (Z712311) south of the creek would be relocated approximately 10 feet north from the existing pole and would be located west of the proposed Citracado Parkway alignment, just outside of the FEIR LOD. Pole Z510501 would be replaced in place. Pole Z510500 and P16176 would be removed from service as part of the transmission relocation design.

Table 3. Transmission Relocation

Pole Number	Existing Height Above Grade (feet)	New Height Above Grade (feet)	Relocation
Z510499	66.5	102	~60 feet south of existing
Z712311	75.15	102	~10 feet north of existing
Z510501	63.53	75	7 feet south of existing

All work activities for poles Z510499 and Z510500 would occur entirely within the FEIR LOD anticipated for road construction.



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c. Access Roads

Existing access roads and areas within the LOD of the road would be utilized to the furthest extent possible. Specifically, three existing access roads are proposed to be used that are located outside of the LOD as previously analyzed in the 2012 FEIR or 2015 1st Addendum. The access roads would be used for a hole drilling vehicle, boom truck/crane set up, and bucket truck set up for poles Z712311, Z510501, P16174, Z214873, and Z510499.

The first access road is an existing dirt access road located west of poles Z214873 to Z510499. This access road would provide access from Z214873 to Z510499. The second access road is an existing old access road located between Z712311 and Z510501. The old access road between Z712311 and Z510501 has not been utilized recently and overland travel would be utilized to allow for use of the road. The third access road is an existing paved access road (small portions of which are unpaved) that begins on the north side of Harmony Grove Village Parkway and extends north where it splits and veers west to P16174 and east to Z71311. Grading activities are not proposed at any of the access roads.

d. Stringing Sites

Once the new transmission poles are in place, SDG&E will require the use of three stringing sites in order to pull the wire. On the northern side of the project, SDG&E has identified two possible stringing site locations. The first stringing site is an approximately 120' x 300' area located just south of Harmony Grove Road that is entirely within the LOD. The second stringing site is a 150' x 160' area located just north of Harmony Grove Road and east of Citracado Parkway that is primarily located outside of the LOD. However, the site is located entirely within an existing SDG&E fee property. The second stringing site would not require any guard structures. The third stringing site is a 20' x 40' area located just north of a private road, north of Harmony Grove Village Parkway and south of Z510501, that is entirely outside of the LOD. However, the site is located entirely within the SDG&E transmission easement. This stringing site would be accessed from the existing paved private road.

AECOM has reviewed the proposed final utility project design and considered how these changes might affect the analysis and conclusions of Project impacts as they were presented in the 2012 FEIR and 1st Addendum. Based on a preliminary review, AECOM identified three environmental issues that needed to be addressed—Biological Resources (Section 3.4 of the 2012 FEIR), Cultural Resources (Section 3.5), and Visual Resources (Section 3.11). AECOM determined that the analysis and conclusions in the remaining sections of the 2012 FEIR would not be affected by the changes in the Project and do not warrant detailed assessment. Explanations of why the proposed final utility project design changes did not affect the substance or conclusions of the 2012 FEIR for these remaining sections are provided in the table in Attachment 2 of this letter report.

AECOM conducted the appropriate analyses of the proposed final utility project design for the environmental issue areas listed above and compared the results of the analyses to the discussions in



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the respective sections of the 2012 FEIR. The results of this comparison are presented to the City for their consideration of the appropriate approach to achieving CEQA compliance for the Project. For each issue area, this letter report presents a summary of the 2012 FEIR conclusions, a summary of why the changes in the proposed final utility project design affect the discussion of the issue area, and a revised analysis of the proposed Project that includes a discussion of whether the revised analysis identifies new or substantial increases in significant impacts since certification of the 2012 FEIR and 1st Addendum.

BIOLOGICAL RESOURCES

2012 FEIR and 2015 1st Addendum Conclusions

Potential impacts of the proposed Project on biological resources were studied for vegetation communities, jurisdictional waters, trees, sensitive plants, sensitive wildlife, migratory birds, and wildlife movement. For all of these classifications, both direct and indirect impacts were found to be significant. Construction practices would cause temporary impacts to vegetation, wildlife, and waters as a result of stockpiling, staging, and access areas, as well as the creation of dust, erosion, and sedimentation. In the portion of the proposed Citracado Parkway alignment between Harmony Grove Village Parkway and Harmony Grove Road, where there is currently no road, habitat would be permanently lost for both plants and animals. This loss presents the opportunity for nonnative species, both plant and animal, to infiltrate the area and outcompete native species. Noise and lights that result from operation of the road can affect both sensitive wildlife and migratory birds. Improvements to the existing road would lead to the removal of mature trees, and the construction of the bridge would cause permanent shading of Escondido Creek. Mitigation measures were proposed for each impact, which would reduce the impacts to below a significant level after implementation.

Reasons for Revising Analysis

The proposed final utility project design would change the footprint of the proposed Project, thus resulting in a change in the impacts to vegetation communities and jurisdictional waters quantified in the 2012 FEIR and 1st Addendum.

Revised Analysis of Project Impacts

The proposed final utility project design would not result in new significant impacts to wildlife species, wildlife corridors, or other biological resources, as the proposed Project remains substantially the same and would not impact new sensitive species, or increase an impact to a species. Changes to the proposed final utility project design for the proposed Project would affect previously quantified impacts to vegetation communities and jurisdictional waters, as described further below.

Vegetation Communities

The original proposed project design included a total of 29.65 acres of permanent, shading, and temporary, direct impacts to vegetation communities. On April 15, 2020 a field assessment of the proposed stringing sites, access roads, and pole sites located outside of the 2012 FEIR LOD was conducted to assess potential impacts.

The relocation of the water main and AT&T line would occur entirely within developed roadways. Portions of the utility line improvements north and south of Escondido Creek, as well as use of the southern most stringing site, would occur within upland habitat.



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Pole replacements would result in 0.01 acre of temporary impacts to nonnative grassland and 0.01 acre of temporary impacts to coast live oak woodland. Impacts are temporary, as poles are being replaced with minor relocations proposed and no native tree removal would occur as a result of the pole replacement in the vicinity of the coast live oak woodland.

The first stringing site, located north of Harmony Grove Road, was classified in the 2012 FEIR as coastal sage scrub, as the area had been restored presumably as part of erosion control restoration efforts for a prior project/construction activity. However, during the April 2020 field assessment the biologist noted that the area was heavily disturbed and only remnants of coastal sage scrub were present, with the majority of the area consisting of invasive herb species. As a result of the existing condition of the area, it is herein classified as disturbed habitat. The area to be temporarily disturbed is approximately 0.52 acre and would be restored at a 1:1 ratio per MM-BIO-1.2, and as noted in Table 4 below.

The second stringing site located immediately south of Harmony Grove Road is entirely within the LOD and impacts for the area were accounted for in the 2012 FEIR. The third stringing site located directly off of the paved access road north of Harmony Grove Village Parkway is located within nonnative grassland and would temporarily impact 0.02 acre.

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Table 4. Direct Impacts to Vegetation Communities

Vegetation Community	Sensitive	Distribution		Transmission		Stringing Sites		Access Roads	
		Permanent	Temporary	Permanent	Temporary	Permanent	Temporary	Permanent	Temporary
Uplands									
Eucalyptus Woodland	Yes	-	-	-	-	-	-	-	-
Nonnative Grassland	Yes	-	-	-	0.01	-	0.02	-	-
Coast Live Oak Woodland	Yes	-	-	-	0.01	-	-	-	-
Subtotal Uplands		0	0	0	0.02	0	0.02	0	0
Other Cover Types									
Developed	No	-	-	-	-	-	-	-	-
Disturbed Habitat	No	-	-	-	-	-	0.52	-	-
Ornamental	No	-	-	-	-	-	-	-	-
Subtotal Other Cover Types		0	0	0	0	0	0.52	0	0



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The three access roads located outside of the LOD are primarily developed and/or disturbed, with the exception of the old access road located between poles Z510500 and Z712311 which has some nonnative grassland growth within it. However, it is an existing access road, and no impacts or mitigation are proposed for the use of the existing road road.

Temporary and permanent direct impacts were proposed in the 2012 FEIR and 2015 1st Addendum. Minor changes in impact acreage to sensitive vegetation communities and other cover types as a result of the proposed final utility project design, as quantified above, would not involve new significant impacts or a substantial increase in the severity of significant impacts that were identified in the 2012 FEIR and 2015 1st Addendum. All temporary impact areas would be restored as required by FEIR MM Bio-1.2.

Jurisdictional Resources

An AECOM biologist performed a site visit in fall 2017 to evaluate the potential new temporary and permanent impacts to jurisdictional resources related to the proposed final utility relocation project design. An additional site visit was conducted in May 2019 to re-verify the above and evaluate the growth of the riparian canopy. This evaluation determined that no new areas of jurisdictional resources would be impacted and no additional trees would be removed as a result of the proposed final utility design. Potential temporary and permanent, indirect impacts to the jurisdictional waters surrounding the LOD remain the same with the proposed final utility relocation project design. Because no changes in impact acreage to jurisdictional waters would occur as a result of the proposed final utility relocation project design, no new indirect or direct temporary or permanent impacts to jurisdictional resources would occur that were not previously analyzed in the FEIR. As a result, no new, significant impacts to jurisdictional resources would occur as a result of the proposed final utility relocation project design that were not previously analyzed in the FEIR or 1st Addendum.

CULTURAL RESOURCES

2012 FEIR and 2015 1st Addendum Conclusions

Two prehistoric archaeological sites, SDI-8280 and SDI-12,209, were analyzed in the environmental review of the proposed Project. At SDI-8280, areas containing significant cultural deposits and features will not be affected by the construction of the proposed Citracado Parkway alignment. As a result, no significant impacts would occur to this archaeological site. At SDI-12,209, a significant cultural resource was identified within the right-of-way corridor, including prehistoric artifact deposits, bedrock milling features, lithic tools, pottery, and human remains. Construction of the proposed Project will directly impact significant elements documented at SDI-12,209, as well as undocumented artifacts associated with this site. Mitigation measures were proposed for potential impacts to SDI-12,209 to reduce impact levels to less than significant through the implementation of a Data Recovery Program. Further, a mitigation monitoring program will be part of the proposed Project and any potentially important artifacts or features associated with SDI-12,209 that are exposed during construction will be archaeologically recorded and removed. Portions of SDI-12,209 adjacent to the construction corridor will be protected from inadvertent disturbance by construction crews through the use of fencing.

Reasons for Revising Analysis

This review of cultural resources focuses on the limits of disturbance of the final proposed utility relocation project design needed to facilitate the proposed Project. Due to the change in design requiring ground

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disturbance within the public right-of-way along Kauana Loa Drive, impacts to cultural resources have been addressed again.

Revised Analysis of Project Impacts

This review of cultural resources within the proposed Project footprint focused upon the utility improvements needed to facilitate the new road, stringing sites, and access roads. On April 14, 2020, a cultural resources survey and desktop review of the new SDG&E pole locations (Z712311, Z510501, and Z510499), proposed access roads, and stringing sites was conducted by Senior Archaeologist Tracy A. Stropes M.A., RPA.

The realignment of the water district's pipeline, work activities at pole location Z510499, and establishment of the stringing site located just south of Harmony Grove Road, will be completed within areas where impacts to SDI-12,209 have been mitigated. The relocation of utility poles that lie within the road corridor construction zone and that are within the area of SDI-12,209 will represent potential impacts to the prehistoric Native American site; however, the pole locations correspond to areas of SDI-12,209 where no significant deposits or features have been identified. The undergrounding of the AT&T communication line will result in ground disturbance associated with trenching activities in Kauana Loa Drive. However, this area was in the study area for the proposed Project and included in the cultural resources records search (Appendix E, Section 4.1 of 2012 EIR). In addition, this area has been previously disturbed by road construction. No cultural resources were identified within the areas of the other two stringing sites, access roads, and poles Z712311 and Z510501.

Any unanticipated buried resources that may be encountered during project activities would be addressed as part of the cultural resource mitigation program (MM-CR-5-1) and therefore the proposed final project utility relocation design would not result in new significant impacts.

VISUAL RESOURCES

2012 FEIR and 2015 1st Addendum Conclusions

The 2012 FEIR & 1st Addendum found that there were no significant impacts to the visual resources of the proposed Project area. There are no scenic vistas in the area and therefore the first criteria of the CEQA Guidelines are not applicable. Temporary impacts identified included the presence of construction equipment and nighttime lighting for construction purposes, which were determined to have a less than significant impact because they are dynamic, are spread throughout the proposed Project area, and last for a short amount of time. Permanent impacts were analyzed from two key viewpoints. Key View 1 looks along the existing roadway south of Avenida Del Diablo. Changes to this portion of the road included removal of mature vegetation, removal of the median, and the addition of a travel and bike lane. Noticeable changes to viewers would occur in this location, but would improve over time with the implementation of project design features (PDFs), such as added vegetation. These PDFs would reduce the impact to a less than significant level. Key View 2 is located in the Rural/Open Space area where there is currently no road. Changes to the area would include the construction of the roadway, bike lane, and sidewalk, and the addition of landscaping vegetation. Impacts to scenic resources are minimized through PDFs such as roadway geometry, and the additional lighting that accompanies the proposed Project would be restricted to the Project area; therefore, the proposed Project has a less than significant



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impact in these areas. Any impacts due to the removal of vegetation and increase in paved surfaces would be offset by the implementation of PDFs. The proposed Project would result in moderate change to the existing visual character or quality of the site and its surroundings but would be considered to have a less than significant impact due to PDFs, including a comprehensive landscape plan.

Reasons for Revising Analysis

The proposed final utility relocation project design differs from the proposed Project, warranting an analysis of the impacts to visual resources.

Revised Analysis of Project Impacts

As previously described, changes to the proposed final utility relocation project design include water main line relocation, undergrounding of one overhead AT&T line, including installation of cable poles at the two transition locations, final realignment of the 12kV distribution overhead electrical power lines north and south of Escondido Creek, as well as the final realignment of the 12/69kV distribution/transmission overhead electrical lines. Impacts to visual resources under the proposed final utility relocation project design would be comparable to the impacts of the originally proposed Project. While the electrical power line alignment spanning Escondido Creek is slightly modified, with the undergrounding of the overhead AT&T line, no new lines or poles are being added. Three distribution poles would be removed and the relocated poles would be within the LOD or currently disturbed areas, out of the oak woodlands along Escondido Creek. The number of aboveground lines is reduced along Harmony Grove to two overhead lines as a result of the undergrounding of the AT&T line. Several poles would increase in height as a result of the grade changes in the roadway. However, overall visual impacts from the proposed final utility relocation project design would be reduced in the areas of Harmony Grove/Kauana Loa drives, related to the undergrounding, and remain unchanged for the realignment of the electrical power line at Harmony Grove and Kauana Loa drives and spanning Escondido Creek.

Construction-related impacts from the proposed final utility relocation project design to visual resources would remain the same as they are under the originally proposed plan. Impacts to visual resources would remain less than significant with the final proposed utility relocation project design.



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CONCLUSION

In summary of the discussion presented above, the changes to the proposed Project from the final proposed utility relocation project design do not involve new significant impacts or a substantial increase in the severity of significant impacts that were identified in either the 2012 FEIR or 2015 1st Addendum.

Sincerely,

Chelsea Ohanesian
Environmental Project Manager

Attachments:

1. Project Description Figures
2. Discussion of Additional EIR Sections

FIGURES

ATTACHMENT 1

PROJECT DESCRIPTION FIGURES

Item 9.

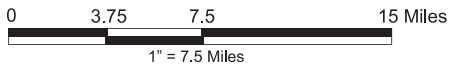
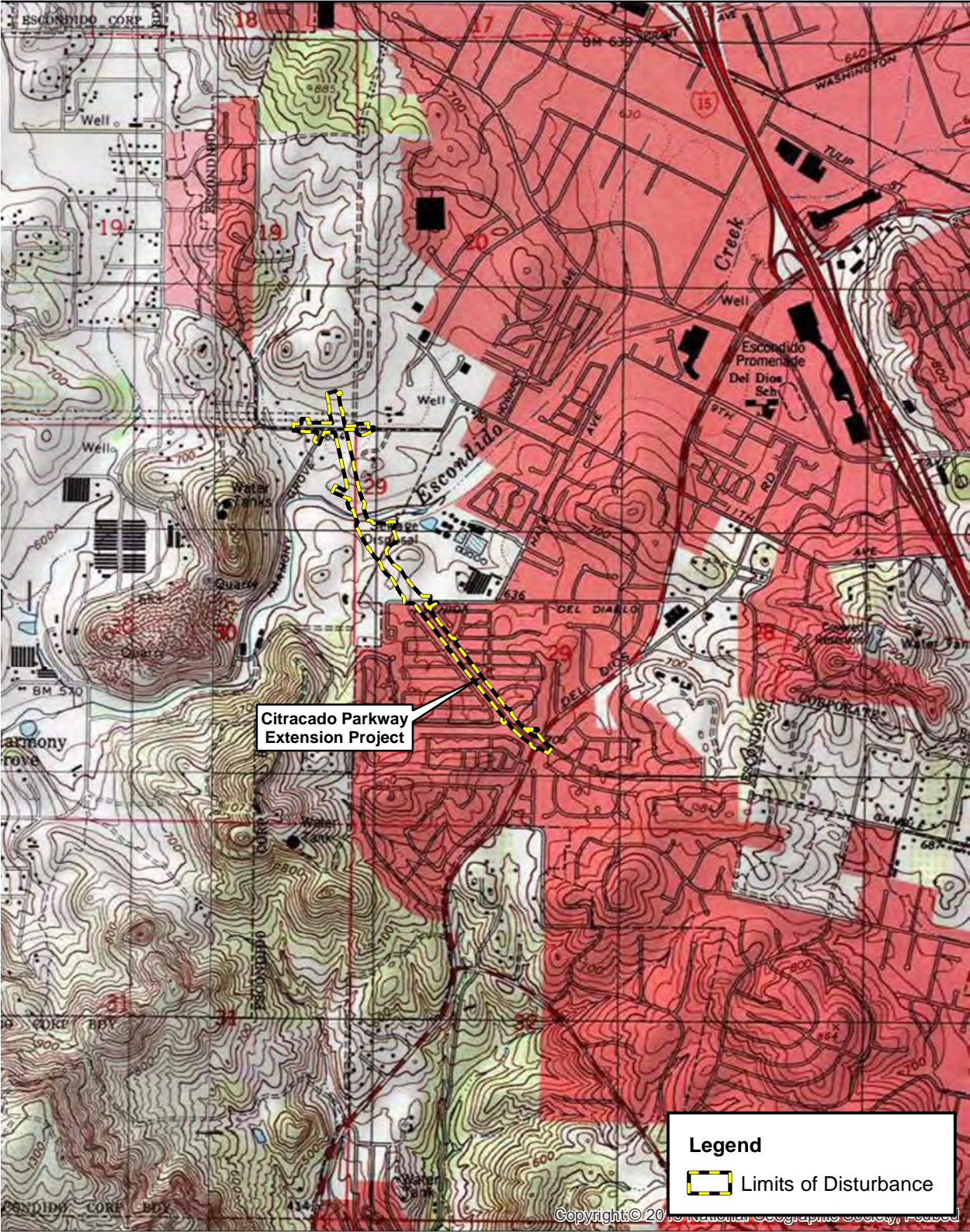
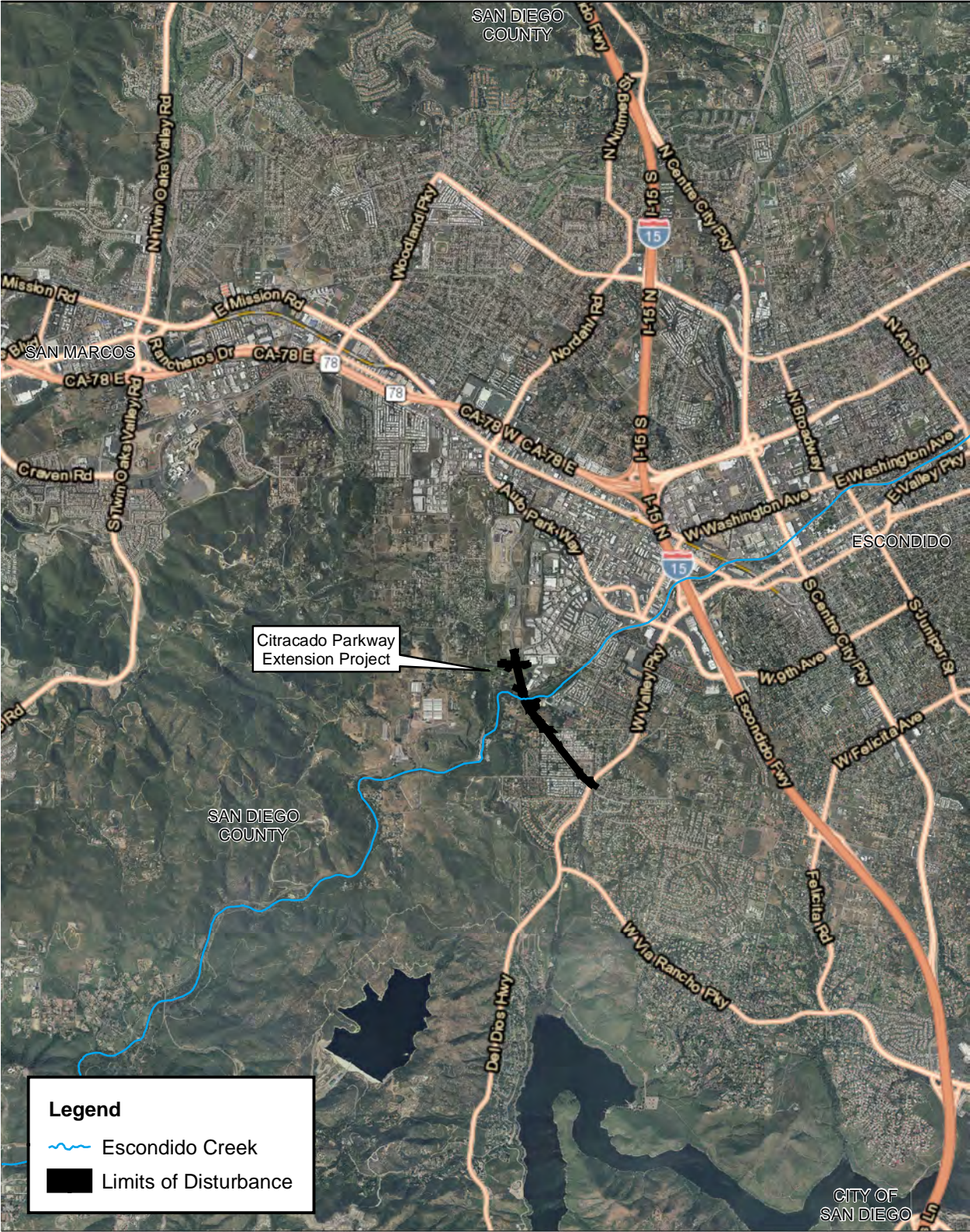


Figure 1-1
Regional Location Map



Citracado Parkway Extension Project

Path: P:\2006\06080144 Citracado Pkwy\5GIS\MXD\2011_mxd\EIR_2011\vicinity_map.mxd, 1/5/2015, sorensenj



Source: Boyle Engineering 2007; ESRI 2011; Landiscor 2010; AECOM 2011

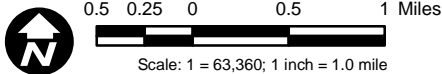
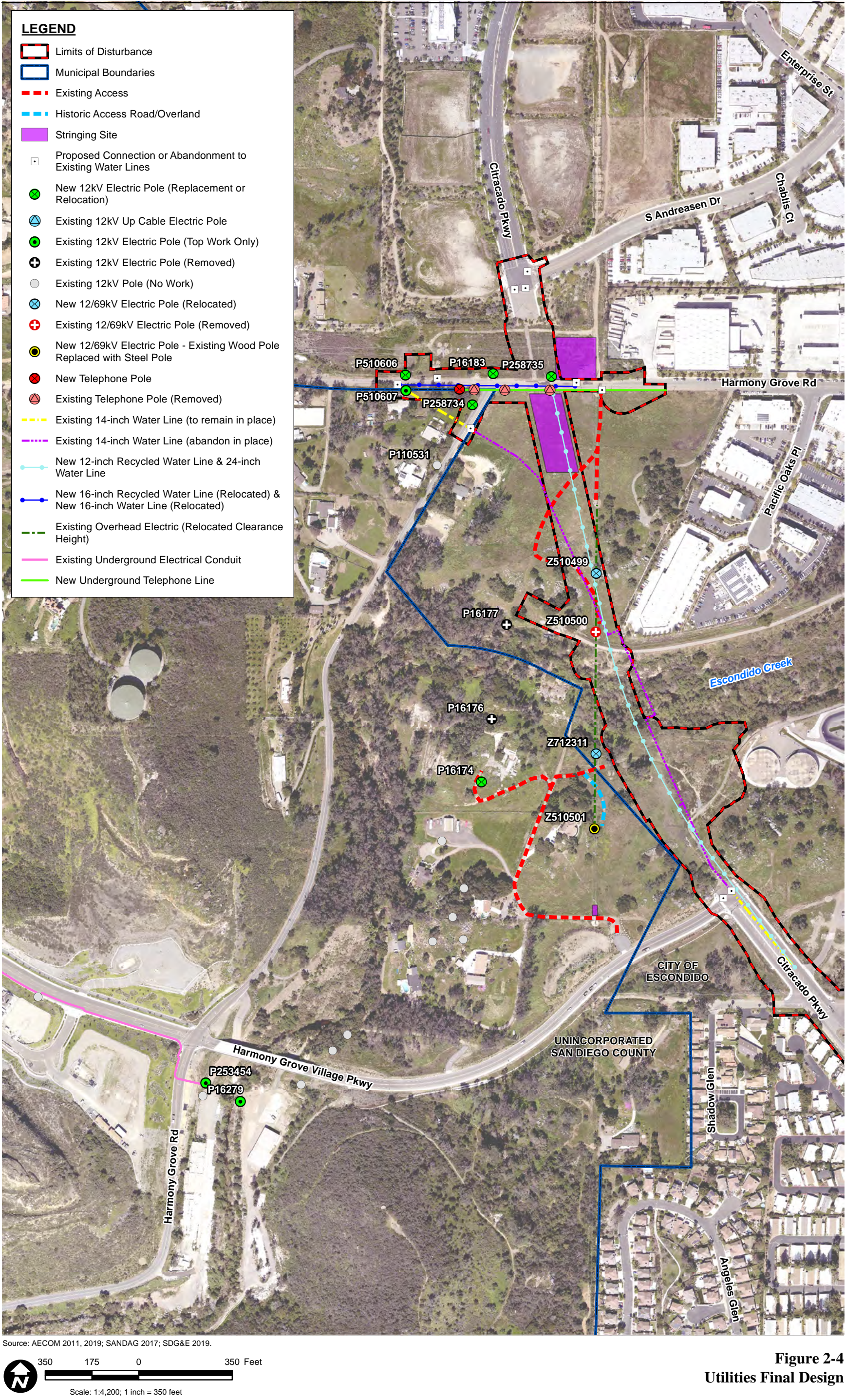


Figure 1-3
Vicinity Map - Aerial Image

Citracado Parkway Extension Project

Path: P:\2006\06080144 Citracado Pkwy\5GIS\MXD\Atch3\vicinity_map_aerial_muni.mxd, 1/5/2015, sorensen

Item 9.



ATTACHMENT 2

DISCUSSION OF ADDITIONAL EIR SECTIONS

Item 9.

Attachment 2

Discussion of Additional FEIR Sections

FEIR Section	Topic	Summary of 2012 FEIR Conclusion	Summary of 2015 1 st Addendum	Reason for no detailed analysis
3.1	Land Use	Less than significant. The portion of the proposed Project that involves roadway improvement does not alter the existing land use. The proposed construction of the new roadway would be consistent with the City of Escondido General Plan and its Circulation Element. Additionally, with mitigation measures implemented at the site of the proposed bridge, impacts to wildlife would be reduced. Therefore, a less than significant impact to Land Use would occur.	Not applicable; this topic was not assessed in the 2015 1 st Addendum (N/A).	The utility relocation of the two existing electric poles was addressed as part of the FEIR proposed project, as shown on Figure 2-4. The proposed final utility relocation project design would occur within the existing Kauana Loa Drive/Harmony Grove Road right-of-way (ROW), Citracado Parkway Limits of Disturbance (LOD), and/or Biological Study Area (BSA). The location of the proposed final utility relocation project design does not change the land use, and remains consistent with the City of Escondido General Plan. The plan for the proposed final utility relocation project design is within the scope of the original plan and therefore does not warrant a detailed analysis in the addendum.
3.2	Agricultural Resources	Less than significant. The proposed Project does not impact agricultural operations, convert Prime Farmland, or impact lands under the Williamson Act. Additionally, no agricultural operations were identified adjacent to the proposed Project site; therefore, no indirect impacts to agricultural lands would occur.	N/A	The proposed final utility relocation project design would occur within the existing Kauana Loa Drive/Harmony Grove Road ROW, Citracado Parkway LOD, and/or BSA and does not expand project boundaries or change the project location. Therefore, the proposed pole relocation remains consistent with the less than significant impacts found in the 2012 FEIR and do not need to be

FEIR Section	Topic	Summary of 2012 FEIR Conclusion	Summary of 2015 1 st Addendum	Reason for no detailed analysis
				reevaluated in detail in this addendum.
3.3	Air Quality	Less than significant. Proposed Project construction would contribute to only a short-term and finite release of greenhouse gases (GHGs), and in a small amount. It was determined that post-completion of the project, there would be no net increase in operational GHG emissions. This proposed Project would not contribute substantially to climate change and therefore is considered to have a less than significant impact on air quality.	N/A	The proposed final relocation project design would not substantially change the construction process or post-construction operations of the proposed Project. The construction time and activities required for the undergrounding and pole relocations are similar to those required for the originally proposed Project. Therefore, no significant increase in the amount of GHGs emitted would occur during construction, or afterwards.
3.6	Geology and Soils	Seismicity. Less than Significant. The proposed Project site is not located within a known earthquake hazard zone, nor does it fall in a "Near-Source Shaking Zone." The proposed Project would adhere to local and state building codes, as well as the California Seismic Standards. The proposed Project site is not located in an area susceptible to landslides. By implementing best management practices (BMPs) and complying with the Municipal Stormwater Permit and Standard Urban Stormwater Mitigation Plan Manual, the impact of impervious surfaces created by the project would be reduced.	N/A	Seismicity/Geology. The proposed final relocation project design would occur in proximity to the utility sites identified for the proposed Project in the FEIR. Therefore, the exposure to seismic risks would be the same; with the implementation of the same BMPs and compliance with the same regulations, the potential impacts would not be greater than the ones described in the 2012 FEIR, and there are no new or greater potential impacts to be analyzed in the addendum.

FEIR Section	Topic	Summary of 2012 FEIR Conclusion	Summary of 2015 1 st Addendum	Reason for no detailed analysis
		Geology and Soils. Less than Significant. Geotechnical design of the project, investigating and reporting procedures, preparation of a Storm Water Pollution Prevention Plan, and implementation of BMPs would reduce topsoil loss and erosion and potential impacts related to topsoil instability.		
3.7	Hydrology/ Water Quality	Less than Significant. With implementation of the measures required under existing regulations or included as part of the proposed Project (as described above), the impacts to hydrology/water quality are considered less than significant. Therefore, no mitigation measures are proposed.	No new significant impact. Drainage swales and a new stormwater basin are proposed and comply with hydromodification requirements. An updated Hydrology and Water Quality Technical Report was prepared to reflect these changes. The plan would continue to be designed to follow the BMPs listed in that report and continue to adhere to the Municipal Stormwater Permit.	The proposed final relocation project design would occur within the existing Kauana Loa Drive/Harmony Grove Road ROW, Citracado Parkway LOD, and/or BSA and be located in proximity to the pole relocation sites identified in the FEIR. Therefore, with the implementation of the same measures required under existing regulations, the potential hydrology/water quality impacts would not be greater than the ones described in the 2012 FEIR or 2015 1 st Addendum, and there are no new or greater potential impacts to be analyzed in the addendum.
3.8	Municipal Services/ Utilities	Municipal Services. Less than Significant. Construction of the proposed Project would not result in the need for new or altered police or fire services or infrastructure. The proposed Project may reduce response times of both entities, as it provides a transportation connection. The proposed Project	N/A	Municipal Services. The proposed final utility relocation project design would not create an impact larger than the one assessed in the 2012 FEIR. There would still be no need for new or altered fire, police, school, park, or library infrastructure, and the proposed Citracado Parkway would still be constructed, potentially reducing response times.

FEIR Section	Topic	Summary of 2012 FEIR Conclusion	Summary of 2015 1 st Addendum	Reason for no detailed analysis
		<p>does not include additional housing; therefore, no increased demand would result on the existing school, park, or library facilities.</p> <p>Utilities. Less than Significant. Electric utility lines would potentially need to be realigned as a result of the proposed Project. Project design and coordination with SDG&E reduces any potential impact of relocation. This proposed Project does not create a new or increased supply of water, and conservation techniques and appropriate standardized construction processes maintain impacts at a less than significant level. No off-site storm water drainage facility or wastewater treatment facility improvements or modifications are required for this project. Operation of the road generates little to no solid waste, and construction waste will be disposed of by EDI.</p>		<p>Utilities. Electric utility lines need to be relocated, as documented in the original project. Similar to the proposed Project, if proper planning and implementation occur, this impact will remain less than significant. The water requirements for the construction of this proposed Project will not change. The drainage patterns documented in the FEIR would not be altered by the proposed final utility relocation project design. The operation of the proposed Project will not change, and impacts regarding generation of solid waste would be minimal.</p>
3.9	Noise	<p>Less than Significant and Significant Unavoidable. No construction-related noise impacts to sensitive receptors were determined. Given the City's goal of 60 A-weighted decibels (dBA), even with the implementation of proposed mitigation, the proposed</p>	<p>No new impacts or substantial increase in previously identified significant impacts. Based on the modeling for soundwalls 3 and 5, the proposed revisions and increased wall heights would generally achieve an equal or</p>	<p>The noise impacts analyzed for pole relocations and utility alignment in the FEIR and 2015 1st Addendum remain unchanged with the proposed final utility project design . Construction equipment and activities for the proposed final project utility design remain the same and operation of the</p>

FEIR Section	Topic	Summary of 2012 FEIR Conclusion	Summary of 2015 1 st Addendum	Reason for no detailed analysis
		<p>Project would result in a significant unavoidable impact at receptors R2, R4 through R10, R14 through R16, R18 through R20, R23, R24, R26 through R29, and R36, as noise levels would continue to exceed 60 dBA Community Noise Equivalent Level (CNEL).</p> <p>As the walls for R34, R35, and R37 are on private property, permission would be required by the property owners to construct the soundwalls. Thus, it cannot be guaranteed that the soundwalls for these locations can be built. If the identified soundwalls cannot be built, impacts at these receptors would be significant and unavoidable.</p>	<p>greater reduction over the mitigation identified in the 2012 FEIR. Increased attenuation would range from 1 to 2 dB(A). The only exceptions to this occur at R-19 and R-28, where the proposed mitigation would be slightly less effective and noise levels with mitigation would be 1 dB(A) higher than predicted in the 2012 FEIR. However, future noise levels would be below 65 CNEL and thus the future noise level, with mitigation, would comply with the City compatibility noise level for these receptors.</p>	<p>power and communication lines is as existing. There are no new or greater potential noise impacts to be analyzed in the addendum.</p>
3.10	Traffic/ Circulation	<p>Less than Significant and Significant Unavoidable. Construction of the proposed Project would create temporary impacts to the Project area, which would be mitigated with the implementation of a Traffic Management Plan. Two intersections would be significantly impacted by the proposed Project, and the potential mitigation was found to be infeasible. Two other road segments were determined inadequate for increased traffic</p>	N/A	<p>The proposed final utility relocation project design would not result in new or greater potential traffic impacts than those already caused by the proposed Project. The proposed final utility relocation project design would not alter the proposed number of lanes as the proposed Project analyzed in the 2012 FEIR and therefore would have similar long-term traffic impacts on the area and did not need to be analyzed again in detail.</p>

FEIR Section	Topic	Summary of 2012 FEIR Conclusion	Summary of 2015 1 st Addendum	Reason for no detailed analysis
		flow, but widening the road to accommodate four lanes was found infeasible and the impact remained significant.		
N/A This section was added in the 2019 CEQA Checklist	Wildfire	The 2012 FEIR did not include a wildfire analysis because this was not a required component of CEQA at the time the FEIR was published.	The 2015 1 st Addendum did not include a wildfire analysis because this was not a required component of CEQA at the time the FEIR was published.	Revisions to the State CEQA Guidelines made in 2019 include a requirement to consider analysis of wildfire impacts. Fire response would be provided by the same fire and emergency services as those discussed in Section 3.8.3 of the FEIR for the proposed Project. The proposed final utility relocation design would not alter the proposed number of lanes as the proposed Project analyzed in 2012 FEIR and would include the undergrounding of an existing line; therefore, it would not exacerbate fire risk beyond the proposed Project. There are no new or greater fire risks from the final proposed project utility relocation design.
N/A This section was added in the 2019 CEQA Checklist	Energy	The 2012 FEIR did not include an energy analysis because this was not a required component of CEQA at the time the FEIR was published.	The 2015 1 st Addendum did not include an energy analysis because this was not a required component of CEQA at the time the FEIR was published.	Revisions to the State CEQA Guidelines made in 2019 include a requirement to consider analysis of energy impacts. The type of equipment and duration of construction activities associated with the proposed final utility relocation project design would be consistent with those discussed in Section 3.3.3 of the FEIR. The proposed final utility relocation project design would not conflict with a state or local plan for renewable energy or energy

FEIR Section	Topic	Summary of 2012 FEIR Conclusion	Summary of 2015 1 st Addendum	Reason for no detailed analysis
				efficiency. The proposed final utility relocation design would not alter the proposed number of lanes and would not increase the utility services beyond those included in the FEIR. Construction equipment used for the proposed final utility relocation project design would not differ from the proposed Project.

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August 19, 2024

Ms. Veronica Morones
City of Escondido
201 North Broadway
Escondido, CA 92025

Citracado Parkway Noise Wall Modifications CEQA Assessment and 3rd Addendum to Final EIR

Dear Ms. Morones,

At the request of the City of Escondido (City), AECOM performed a noise analysis to confirm that proposed modifications to the original plans of the sound walls as analyzed in the final California Environmental Quality Act (CEQA) environmental impact report (EIR) prepared for the project in 2012 would not create new or worsened noise impacts than identified in that document or in excess of the performance standards required of the noise mitigation measures. This noise analysis verifies that requirements of the certified CEQA environmental document and 1st and 2nd Addendums will continue to be achieved with the implementation of the sound wall modifications. As such, AECOM is providing these summarized findings of the noise analysis and CEQA assessment in support of City approval of this 3rd Addendum to the final EIR.

PROJECT BACKGROUND

The City's Citracado Parkway Extension Project EIR (2012 EIR) was certified in 2012 by the City as the CEQA lead agency. This EIR provided the environmental analysis of the proposed plan to extend and improve Citracado Parkway from West Valley Parkway to Andreasen Drive. Since that time, there have been various revisions to the design of the project and two independent addendums to the final EIR have been approved by the City finding that the changes to the project did not significantly affect the conclusions of what was analyzed in 2012.

PROPOSED MODIFICATIONS

The City proposes to modify the design of a segment of Sound Wall 6 (SW6) due to constructability issues encountered along its alignment during construction. The installation for this segment of SW6 is constrained by a shallower water table than anticipated. Additionally, this segment of SW6 is constrained by a large rock outcropping that occurs both above and below the ground surface. Both the shallow ground water and existing rock outcropping inhibits the ability to drill the required sound wall footings. To address these constructability issues, the City proposes to exclude an approximately 104-foot-long segment from the original alignment of SW6, leaving this gap with no man-made noise control measures. This change would reduce the total length of SW6 from 935 feet to a two-segment wall spanning a combined length of 831 feet. This area proposed to be excluded from the sound wall is shown in **Attachment A**.

AECOM has reviewed the proposed changes to SW6 and analyzed how these changes might affect the analysis, impacts, and conclusions of the final EIR or addendums and the project's ability to maintain conformance with mitigation measure MM-NOISE-1: Sound Walls, which stipulates that barrier SW6 must achieve a minimum reduction of 3 dBA at receivers R24 and R31. Receiver R31 faces Avenida Del Diablo and is approximately 400 feet from the proposed modifications. As a result, AECOM focused its

assessment on mitigation measure compliance on receiver R24, which is adjacent to the proposed sound wall modification.

AECOM conducted an analysis of the modified sound wall performance and compared the results with a minimum 3 dBA reduction requirement at the receivers identified in the mitigation measure (as well as other receivers that SW6 would subsequently protect). The analysis includes a discussion of whether there are new or substantial increases in significant impacts identified since certification of the final EIR and subsequent addendums. The results of this analysis are presented below for the City's consideration.

AECOM determined that noise was the only potential issue area that could be affected by the modified sound wall and the other topics analyzed in the final EIR would not be affected by the change and do not warrant detailed assessment. Because the proposed modification would eliminate the construction and permanent installation of a portion of the originally proposed sound wall, there would be lessened construction activity and reduced area of impact (temporary and permanent); thus, the proposed modification would not increase or worsen the potential for impacts to resources including air quality, agricultural resources, biology, cultural, visual, geology and soils, hydrology/water quality, land use, traffic, utilities, wildfires, or energy beyond those identified in the final EIR or addendums.

ASSESSMENT BACKGROUND

2012 EIR Conclusions and MM-NOISE-1

Operational traffic noise impacts of the project were studied for the years 2014 and 2030 for both the No Build alternative and the Build condition. In both study years, it was determined that implementing the project would lead to significant increases in traffic noise at some receptors fronting Citracado Parkway when compared to the No Build condition. Mitigation measures to address the traffic noise impacts were proposed in the form of sound walls, which were detailed in the 2012 EIR.

Mitigation measure MM-NOISE-1 required that soundwalls be constructed to reduce future traffic noise levels where impacts were identified. Specific to the barrier segment in question, the following excerpt is applicable:

Sound walls shall be constructed as shown in Figure 3.9-3. ...Additionally, to achieve a noticeable reduction (i.e., 3 dBA) an 8-foot-high soundwall (SW6) shall be constructed for R24 and R31...

Final EIR Figure 3.9-3, included as **Attachment A**, has been marked up by AECOM to identify the segment of SW6 where construction feasibility is inhibited. AECOM posits that the critical component of this mitigation measure is that the barrier would reduce traffic noise levels by a minimum of 3 dBA at these two receptors. As often used in early environmental analyses, the 8-foot-high wall was used to prove that the implementation of a barrier would adequately reduce noise levels. Whether the minimum 3 dBA reduction is achieved at higher or lower wall heights, or as in this case, with missing segments, is open to reassessment as performed by AECOM in this analysis.

Reason for Revising the Analysis

Upon encountering the constructability constraints at this section of SW6, it was also observed that the subject rock outcropping may not have been considered as a topographic feature in the predictive traffic noise modeling. Also, the existing rock outcropping has been determined to be larger than the proposed section of SW6. As a result, there was a possibility that the outcropping would sufficiently protect some homes in the immediate vicinity from traffic noise along the proposed barrier modification segment. As a result, the following analyses were proposed:

- Review of original EIR traffic noise modeling inputs to ascertain whether the topography of the outcropping was considered.

- Provided that the above confirmed that the outcropping was not considered, construct a three-dimensional noise model of the study area that would capture the noise-reducing effects of the outcropping should the modified barrier be implemented.
- Finally, demonstrate that the modified barrier would meet or exceed the MM-1-NOISE standard of reducing traffic noise levels by at least 3 dBA at receptors.

ANALYSIS OF MODIFIED BARRIER COMPLIANCE

AECOM reviewed the EIR traffic noise modeling inputs provided in EIR Appendix B. After plotting the terrain lines listed in the provided tables, we were able to confirm that the rock outcropping was not modeled (considered) in the existing or future traffic noise analyses. To ascertain the effect of the outcropping as well as the modified barrier, AECOM reconstructed the original EIR model features within the three-dimensional noise prediction software CadnaA®. CadnaA is a software program that predicts and assesses outdoor sound levels based on International Organization of Standardization (ISO) 9613-2 algorithms for sound propagation calculations. **Attachment B** shows a three-dimensional view of the model space including the modeled rock outcropping, the modified barrier, the EIR-modeled receptors (including the predicted impacted R24), and the AECOM-added new receptors to thoroughly verify modified barrier performance at all affected homes.

Table 1 shows the results of the three-dimensional noise analysis.

Table 1. Revised Modified Barrier Noise Level Reduction

Receptor ID	Traffic Noise Reduction from Original Barrier Design ¹	Meets MM-NOISE-1 Minimum Reduction Requirement?	Traffic Noise Reduction from Modified Barrier ²	Meets MM-NOISE-1 Minimum Reduction Requirement?
R24	-3	Yes	-11	Yes
R26 ³	-1	N/A ⁴	-11	Yes
R32 ³	0	N/A ⁴	-5	Yes
AECOM R001 ⁵	N/A	N/A	-9	Yes
AECOM R002 ⁵	N/A	N/A	-3	Yes
AECOM R003 ⁵	N/A	N/A	-3	Yes
AECOM R004 ⁵	N/A	N/A	-11	Yes

¹. Traffic noise reduction as reported in the FEIR Table 3.9-9 for an 8-foot-tall wall.

². Traffic noise reduction as calculated in AECOM three-dimensional noise modeling which includes the rock outcropping terrain feature for both existing and future conditions as well as the modified SW6 design in the future condition.

³. EIR receivers R26 and R32 were not predicted to experience traffic noise impacts in the EIR analysis but were incorporated into this study due to the greater likelihood for changes to their predicted traffic noise exposure as a result of the modification.

⁴. The 3 dBA noise reduction prescribed by MM-NOISE-1 only applies to impacted receiver R24 (as well as impacted receiver R31, situated outside of the modified barrier study area). Thus, the original barrier was not required to demonstrate a 3 dBA reduction at receptors R26 and R32.

⁵. Receivers titled "AECOM R####" are supplemental receptors that were not originally studied in the EIR but were incorporated into this analysis due to their high likelihood for changes to their traffic noise exposure as a result of the modification. The original barrier was not required to demonstrate a 3 dBA reduction at receptors R26 and R32.

The results of the modified barrier modeling shown in Table 1 indicate that the modified barrier would meet the minimum 3 dBA noise level reduction at R24 as required per MM-NOISE-1 by resulting in an

overall sound level reduction of approximately 11 dBA. As experienced at impacted R24, as well as at R26 and R004, the relative reduction in traffic noise levels would be perceived as an apparent halving in noise exposure.

CONCLUSION

AECOM's detailed three-dimensional modeling, incorporating the terrain effects of the rock outcropping and the modified barrier design, demonstrates that the proposed modification to the barrier SW6 will sufficiently fulfill the target sound level reduction specified by MM-NOISE-1 as prescribed for impacted receptor R24. Furthermore, the addition of modeled receiver points at homes not studied in the original EIR but anticipated to be the most susceptible to degraded barrier performance resulting from the barrier modification (particularly, R001 and R004) were also found to experience a traffic noise level reduction of 9 and 11 dBA, respectively. As a result, AECOM believes the barrier modification conforms to the acoustical design requirements stipulated for SW6 in MM-NOISE-1.

No new noise or increased noise impacts would result beyond those identified in the final EIR and subsequent addendums as less construction would occur as a portion of the original sound wall would not be constructed and the resulting noise levels would be within the minimum noise reduction mitigation requirements as shown in Table 1.

Based on all available information in record for the Final EIR, the analysis in this Addendum, and pursuant to Section 15162 of the State CEQA Guidelines, it is determined that:

- a. There are no new significant environmental impacts or more severe impacts not considered in the final EIR;
- b. No substantial changes have occurred with respect to the circumstances under which the project is undertaken; and
- c. There is no new information of substantial importance to the project.

Thus, a subsequent or supplemental EIR is not required and this Addendum #3 has been prepared in accordance with CEQA Guidelines Section 15164. The information in the Final EIR and previous addendums remains relevant and is being used for the ongoing construction and permitting process. The proposed modification of SW6 would not result in any new significant impacts, or substantially change the severity of the impacts in the Final EIR and addendums. The modified noise wall meets the requirements of MM-NOISE-1 and no new or modified mitigation is required. Public review of this addendum is not required per CEQA.

Kind regards,



Kara Friedman
CEQA Specialist

Attachments:

Attachment A - Final EIR Figure 3.9-3 with Modified Barrier Segment Identified

Attachment B - Isometric View of Three-Dimensional Model Space and Feature

Attachment A

Final EIR Figure 3.9-3 with Modified Barrier Segment Identified

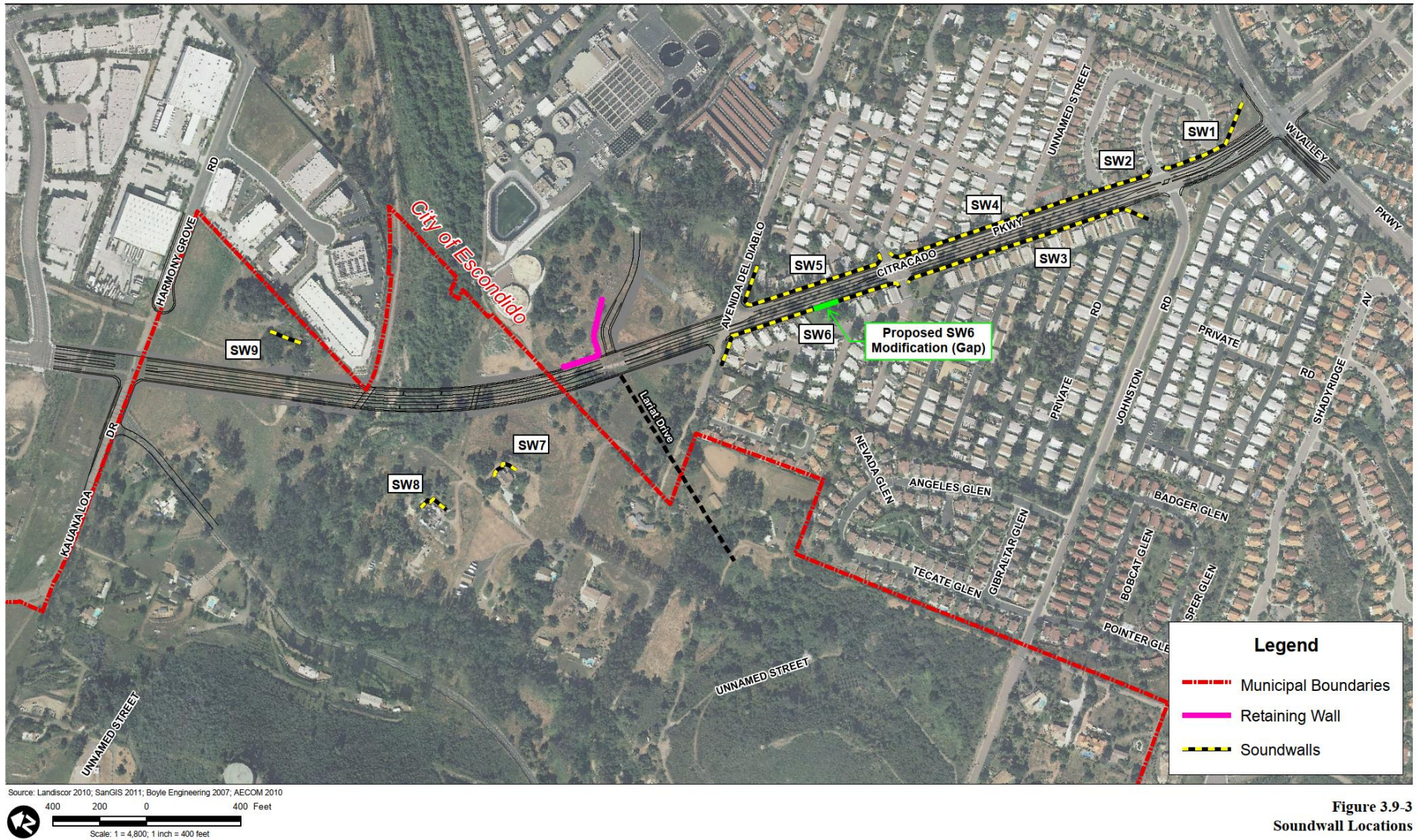


Figure 3.9-3
Soundwall Locations

Attachment B

Isometric View of Three-Dimensional Model Space and Feature

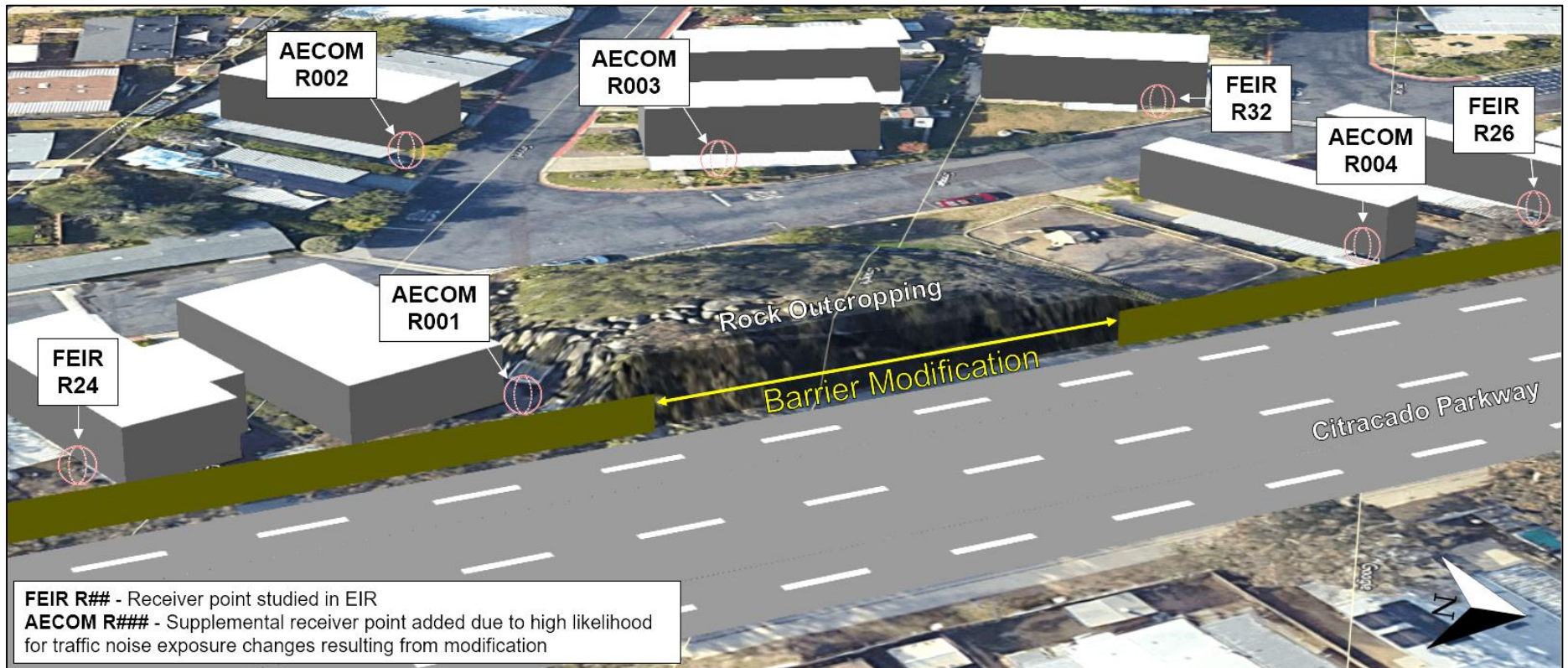


EXHIBIT "D"

FINDINGS OF FACT

PLANNING CASE NO. PL24-0246

Environmental Determinations:

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.
2. In order to evaluate the Citracado Extension Project ("original project") under the California Environmental Quality Act (CEQA), a Final Environmental Impact Report (FEIR) (SCH No. 2007041061) was prepared and certified by the Escondido City Council on April 18, 2012.
3. On April 18, 2012, the City Council approved a Specific Alignment Plan to extend Citracado Parkway from Andreasen Drive to Harmony Grove Village Parkway, widen Citracado Parkway between West Valley Parkway and Avenida Del Diablo, and realign the street and adjust the grade of Harmony Grove Road/Kuana Loa. The approval of the Alignment included certification of an FEIR, in which potentially significant impacts were identified along with several mitigation measures to address and mitigate potentially significant project impacts to Biological Resources, Noise, Traffic/Circulation, and Cultural Resources to less-than-significant levels. This include the identification and adoption of Mitigation Measure Noise-1, which includes Sound Wall 6.
4. On May 26, 2021, the City Council approved and adopted two addenda (1 and 2) to the original project ("Addenda") to cover updates in the final design, including value engineering revisions that narrowed and lowered the roadway and final overhead electric and communications utility relocation designs.
5. CEQA Guidelines 15164 requires lead agencies to prepare an addendum to a previously certified environmental document if some changes or additions to the project are necessary, but none of the conditions described in CEQA Section 15162 requiring preparation of a subsequent environmental document are present. The City Council has reviewed and considered the certified FEIR, subsequent Addenda, and the attached Project addendum ("Addendum No. 3"), and finds that these documents taken together contain a complete and accurate reporting of all of the environmental impacts associated with the revised Project, described herein. The City Council further finds that the Addendum No. 3 and administrative record have been completed in compliance with CEQA, and that the certified FEIR, the Addenda, and this Project Addendum No. 3 reflect the City's independent judgement.

6. Based on the substantial evidence set forth in the record, including but not limited to the FEIR, the Addenda to the FEIR, and the attached Project Addendum No. 3, the City Council finds that, based on whole record before them, none of the conditions under CEQA Guidelines Section 15162 – 15163, requiring subsequent environmental review, have occurred because the revised project:
 - a. Will not result in substantial changes that would require major revisions of the FEIR or the Addenda to the FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects in that;
 - i. Addendum No. 3 entails analyses listed under Exhibit "C" that show impacts shall remain less than previously identified under the FEIR and Addenda with the proposed project changes to Sound Wall 6.
 - b. Will not result in substantial changes with respect to the circumstances under which the Project is developed that would require major revisions of the FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects, in that;
 - i. Addendum No. 3 entails analyses listed under Exhibit "C" that show impacts shall remain less than previously identified under the FEIR and Addenda with the proposed project changes to Sound Wall 6. No new significant impacts or substantial severity would occur, as substantiated in Addendum No. 3.
 - c. Does not present new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified and the Addenda approved showing any of the following:
 - i. The Project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - ii. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - iii. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - iv. Mitigation measures or alternative which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

7. Further, based on the substantial evidence set forth in the record, including but not limited to 2012 certified FEIR, the Addenda to the previously certified FEIR, and the EIR Addendum No. 3 prepared for the Project, the City Council finds that the applicable mitigation measures identified in the FEIR would ensure that any potential impacts would be reduced to less than significant levels. No new mitigation measures are required to mitigate environmental impacts associated with the revised Project. Therefore, Addendum No. 3 supports the City's consideration of the Project, as outlined in CEQA Guidelines Section 15162 and 15164.
8. Pursuant to CEQA Guidelines Section 15164, subdivision (c), Addendum No. 3 is not required to be circulated for public review, but can be attached to the original FEIR.



STAFF REPORT

September 11, 2024

File Number 0850-20

SUBJECT

REQUEST FOR AUTHORIZATION TO PROCESS AN APPLICATION FOR ANNEXATION AND A GENERAL PLAN AMENDMENT FOR SIX PARCELS (PL-24-0161)

DEPARTMENT

Development Services, Planning Division

RECOMMENDATION

Request the City Council authorize the intake and processing of an application for annexation of six unincorporated parcels to the City of Escondido and an amendment to change the General Plan land use designations to allow for a planned residential development, resulting in an increase in density to 18 dwelling units per acre ("du/ac").

Staff Recommendation: Approval (Development Services Department: Christopher W. McKinney, Deputy City Manager and Acting Director of Development Services)

Presenter: Robert Barry, Senior Planner

ESSENTIAL SERVICE – Yes, Land Use/Development, Public Works/Infrastructure

COUNCIL PRIORITY – Encourage Housing Development

FISCAL ANALYSIS

For the purposes of this agenda item, the City Council will only be providing direction to staff on the processing of an application involving annexation and a General Plan Amendment for an unincorporated proposal area (Attachment "1"). City Council authorization to process the application for an annexation and General Plan Amendment would have no direct fiscal impacts. The privately-initiated application would be processed using existing staff resources with costs to be paid by the project proponent, applicant(s), and/or the future developer of the project site.

PREVIOUS ACTION

There are no previous actions related specifically to the subject site. However, as of the publishing of this Staff Report, City Council has authorized five General Plan Amendment requests for processing which are still pending. Below are the authorization requests currently in process requesting General Plan Amendments:



CITY of ESCONDIDO

STAFF REPORT

- Private development project located at 240 S. Hickory Street – authorized in April 2023, anticipated action in late 2024/early 2025;
- Private development project located at 855 Brotherton Road – authorized in May 2023, anticipated action in 2025;
- Private development project located at the northwestern corner of N. Iris Lane and W. El Norte Parkway – authorized in October 2023, anticipated action in 2025;
- Private development project located directly south of Imperial Road and west of N. Iris Lane – authorized in February 2024, anticipated in 2025;
- Private development project located at 550 W. El Norte Parkway – authorized in June 2024, anticipated action in 2025.

Government Code Section 65358 limits the number of times a General Plan element can be amended to four times per year. At the time of writing this staff report, City Council has approved only one amendment to the General Plan Land Use and Community Form chapter in 2024. Specifically, on August 7, 2024, City Council approved an amendment to the Land Use and Community Form chapter for consistency alignment with the East Valley Specific Plan (adopted in 2023). Based on the existing authorized General Plan Amendments above, which all require changes to the Land Use and Community Form chapter, staff anticipates batching such modifications to ensure compliance with State Law. Batching may result in longer processing times for private development applicants due to the limited number of amendments allowed annually.

BACKGROUND

Under current General Plan annexation policy and in accordance with section 33-1261 of the Escondido Zoning Code, a property owner may petition for annexation and/or an amendment to the General Plan by filing a formal request with the Planning Division and the planning staff schedules a review of the request at a City Council meeting. The City Council considers the request and determines whether to allow application in-take for processing. If the letter of intent (Attachment “1”) is accepted and City Council authorizes processing of a formal annexation and General Plan Amendment, planning staff will advise the interested party to submit formal applications with the City’s Planning Division. Such formal submittal would include initial environmental documentation, submittal of deposits for processing, and required forms, etc. The proposed annexation and General Plan Amendment would require consideration by the Planning Commission and City Council at noticed public hearings for future final decision. The City’s conditionally approved annexation would be forwarded for hearing by LAFCO and with the Commission’s approval be recorded by the County Recorder and completed.

The applicant, Escondido Idaho Ave, LLC, submitted a request to initiate the annexation of approximately 21.31-acres of unincorporated territory to the City, including four undeveloped parcels and two parcels each developed with one single family residence. The applicant’s request also includes amendment of the General Plan designations for two of the vacant parcels, from Estate II to Urban III, totaling approximately 17.56 acres for the purpose of a planned residential development. The remaining four parcels totaling



CITY of ESCONDIDO

STAFF REPORT

approximately 3.75 acres would retain their Estate II designation and are not subject to the planned residential development request.

The two southernmost vacant parcels requesting Urban III land use designations are proposed for a planned residential development totaling 193 units, comprised of 130 two-story townhouses and 63 single-family clustered units, resulting in a net proposed density of 14.6 du/ac. The existing land use designation of Estate II has an established maximum density of 2 du/ac. Therefore, the proposed annexation and amendment request a change from 2 du/ac to 18 du/ac to facilitate the conceptual residential development. The four northernmost parcels are proposed only for annexation and would not include any new development.

With adoption and certification of the City's sixth cycle Housing Element, the City successfully identified adequate sites to accommodate all housing units allocated to the City as part of the sixth cycle regional housing need. Therefore, while the proposed units (if approved at a future public hearing) would count toward the City's regional housing need, the sites proposed are not a part of the City's identified suitable sites inventory and are not required for compliance with the City's regional housing allocation.

Approval of the request before the City Council would authorize an application to amend the jurisdictional boundary of the City and amend the General Plan. If the City Council chooses to deny the request, the Planning Division would not accept the application to annex the subject parcels and amend the General Plan. Authorizing this request does not have a legally binding effect on any possible future discretionary action. This decision does not reflect whether the City Council would ultimately approve the annexation or the proposal. The authorization to proceed with the General Plan Amendment does not bestow approval upon any of the aforementioned applications and does not commit the City Council to any future action. Additionally, the proposal as described in this report is subject to change in the event formal submittal of the annexation and amendment occur. The City Council's formal action on the annexation and future project, would be taken in the future at a public hearing with a recommendation from the Planning Commission.

ATTACHMENTS

- a) Attachment "1" – Letter of Request for Annexation and Amendment



VIA E-MAIL

August 27, 2024

Oscar Romero
Principal Planner
Development Services Department
City of Escondido
E-Mail: Oscar.Romero@escondido.gov

Re: Aldea Planned Residential Development Project Pre-Application Submittal Request

Dear Mr. Romero:

On behalf of Escondido Idaho Ave, LLC ("EIA"), as the owner of approximately 17.3 acres of real property identified as APNs 234-210-12-00 (10.49 ac) and 234-220-20-00 (7.07 ac) located at the Northeast corner of San Pasqual Rd. and Idaho Ave. in the unincorporated County of San Diego ("Property"), we respectfully submit this pre-application request for the Aldea Planned Residential Development Project ("Project"). The Project includes a General Plan amendment; environmental impact report; rezone; Master Development Plan; parcel map and tentative map; and reorganization including annexation to the City of Escondido. This pre-application request is submitted in addition to two other applications associated with the Project already under review by the City: Initiation of a General Plan land use designation and zoning classification of the Property and annexation of the Property and four adjacent parcels not included within the Property from the County of San Diego to the City of Escondido (PL # 24-0161); and Review of the Project Sewer Study (PL #24-0128).

This cover letter is intended to provide a detailed project description and put forth key questions to City Staff regarding processing, design, implementation and administration, and financing of the Project for consideration, discussion, and clarification.

PROJECT OVERVIEW

The Aldea Planned Residential Development Project provides a comprehensive policy and regulatory framework intended to guide future development for the Project area, consistent with the City of Escondido Transportation Impact Analysis (TIA) Guidelines. The Project will bring a well-planned, sustainable, and balanced residential infill village community to the City of Escondido.

Aldea, which means "Village" in Spanish, is designed to create a strong sense of community with central gathering spaces, connected by a network of pedestrian scale paseos. It will offer a variety of mobility options and a range of housing opportunities that cater to the missing middle and move-up income ranges of the region. As currently planned, Aldea will be all for-sale homes designed for both the "missing middle" and move-up income ranges. The mix of home types includes 2-story attached townhomes and detached courtyard homes.

PROJECT DESCRIPTION

PROJECT LOCATION AND SURROUNDING AREA CHARACTERISTICS

Aldea is currently located within the boundaries of the County of San Diego (North County Metro East Village), which is east of the jurisdictional boundary and within the Sphere of Influence of the City of Escondido. The Project includes a proposed reorganization including annexation to the City, land use designation and zoning designation. The Project site is bounded by Idaho Avenue to the south, Birch Avenue to the north, El Plantio Nursery to the west, and single-family residential development to the east. The Project area is undeveloped and gently slopes down to the west. While the Project site is undeveloped, the surrounding areas immediately adjacent to the north, south, east, and west are developed primarily as single-family residential.

DEVELOPMENT SUMMARY

The Project area encompasses 17.3 gross acres with a net developable area of 11.8 acres, allowing for a range of residential densities and product types. According to the City's General Plan Land Use and Community Form Element¹ and Zoning Map,² the Property is within the Estate II (1 du/.5-20 ac) land use designation and P-Z (Pre-Zone) zoning classification of RE-20. The Project proposes a General Plan amendment to redesignate to a General Plan designation of Urban III (up to 18 du/ ac) and a Zoning classification of P-D (Planned Development). A P-D classification is appropriate for parcels of land suitable for and of sufficient size to be planned and developed pursuant to the P-D zoning regulations at Article 33-19 of the Zoning Code. A P-D classification is proposed for the Project site in order to encourage comprehensive site planning and building design, flexible regulatory procedure, creative approaches to the use of the land and promoting and creating open space as an integral part of the development design. Initiation of the General Plan designation and Zoning classification pursuant to Zoning Code Section 33-1261 is included in the previously submitted Application PL # 24-0161.

Since submittal of the Initiation Application, the Conceptual Site Plan has been refined and unit counts revised slightly. The Conceptual Site Plan is conceptual in nature and subject to change and refinement. As shown in Figure 1, Conceptual Site Plan, the Project proposes development of the Property across two legal parcels inclusive of four planning areas for future phased development of up to 193 dwelling units across a range of housing product types including approximately 130 for-sale townhomes and approximately 63 clustered single family units at a net density of approximately 14.6 du/ac as detailed in Tables 1 and 2 below pursuant to a Master Development Plan and one or more Precise Development Plans, to be provided in accordance with City Code. Based on the proposed product mix and planning areas, the net density across the whole of the net developable area on the site is 14.6 du/ acre, and the gross density over the site is 11.2 du/ acre.

¹ <https://www.escondido.gov/DocumentCenter/View/2497/Chapter-II---Land-Use-and-Community-Form-PDF>

² Citywide-Zoning-Map-PDF (escondido.gov) Pursuant to the General Plan Compatibility Matrix in the City Zoning Code, Section 33-93, the Residential Estate (R-E) zoning designation corresponds to the Estates II General Plan land use designation.

TABLE 1 – PROPOSED DWELLING UNIT TYPE

Product	Gross Density	Net Density	Unit Size		Max Units	Height Limit
			Min Sq.Ft.	Max Sq. Ft.		
Single family Detached (Cluster) (APN 234-220-20)	11.2	14.6	1,700	2,200	130	28
Two-Story Towns (APN 234-210-12)			1,300	1,800	63	28
Total						193

The Project will also include an onsite public sewer lift station that will pump sewage to the City of Escondido through offsite sewer improvements. EIA has initiated a sewer service study to determine capacity and improvements necessary to provide sewer service to the Project. Review of the Project Sewer Study is included in the previously submitted Application PL #24-0128.

Access to the Project area will be via a main gated entry access point along Idaho Avenue, and a second access point on Birch Avenue, which will be emergency vehicle access only. The main entrance on Idaho Ave will have full turn movements.

The infill location would be enhanced by a variety of mobility options including transit, high frequency bus line, close proximity to the Escondido Transit Center. Homeowners will be encouraged to use bikes and e-bikes, and even potentially telecommuting coworking spaces in a community clubhouse. A mix of garage, guest, and on-street parking spaces will be provided.

The orientation of the buildings along the main entrance will create a welcoming space for residents and visitors to Aldea. Some amenities could include a community garden, tot lot, playground, dog park, passive seating areas, BBQs, picnic areas and passive landscape areas.

Throughout Aldea there will be paseos and pedestrian scale circulation that will connect to the central amenity area(s). Other amenity areas will also be incorporated into the design to be distributed amongst the residential units, all of which encourage social interaction and vibrancy.

The distribution of the buildings will utilize existing topography, parking, and circulation to provide additional setbacks to buffer the project from neighboring residential uses. This will create a transition to the proposed higher density and provide screening and privacy. Along the eastern edge of Aldea there will be a landscaped slope, which will provide vertical separation as well as landscape screening for the existing residential developments from above and the Proposed Project at the bottom.

PHASING

The Proposed Project will include a Planned Development Permit and a Parcel Map that will create two legal parcels, each of which will coincide with its own Planning Area(s) with unique development standards and design guidelines. Development standards will prescribe setbacks, height, density, parking, common and private open space. Phasing will include tentative tract maps for creation of for-sale townhome and single-family clustered units.

- West Phase – 130 units of 2-story townhomes. 3 bed and 2.5 baths

- East Phase – 63 units of single-family development clusters. Units will be a mix of 3 bed/2 bath and 4 bed/3 bath.

REORGANIZATION INCLUDING ANNEXATION

The Project also proposes a reorganization to include annexation of the Project area and four adjacent parcels not included within the Property ("Annexation Area") to the City. The Annexation Area is enclosed as Figure 2 to this application. Although outside the City's jurisdictional boundary, the Annexation Area is within the City's Sphere of Influence. Annexation to the City will be included in a reorganization subject to LAFCO approval. The parcels included in the Annexation Area have been subject to outreach with the property owners and discussion with LAFCO. Initiation of the Annexation is included in the previously submitted Application PL # 24-0161.

The four parcels included in the Annexation Area outside of the proposed Aldea Project Area are designated Estate II within the Sphere of Influence in the General Plan. This Project proposes to pre-zone the parcels as PZ-RE-20 which implements the Estate II designation and the zoning classification effective on annexation would be RE-20.

PROPOSED DISCRETIONARY ACTIONS

The proposed project includes the following discretionary actions:

- Amendment to the City of Escondido General Plan Land Use Plan
- Rezone to implement Project land uses
- Certification of an Environmental Impact Report (EIR)
- Master and/or Precise Development Plan
- Parcel Map and Tentative Tract Map
- Reorganization including Annexation to the City and detachment from County Service Area 135

QUESTIONS FOR CONSIDERATION AND DISCUSSION WITH CITY STAFF

- Are there any comments to phasing the project? Can the project be processed with one tentative tract map and two final maps?
- We anticipate preparation of an EIR. Does the City concur with this approach for CEQA compliance?
- As detailed in the VMT Memorandum submitted with this pre-application, the Project is not located in a VMT efficient area and the VMT impact will exceed the City's threshold. What is the City's general approach for VMT mitigation of this nature?
- Please confirm the right of way dedications and improvements that would be required for each of the streets fronting the proposed Project.
- As the Project Proposes Urban III land use designation and a Planned Development (P-D) zoning classification, we assume, per the P-D description that the "building site" area is used to calculate net density for the Project area as a whole. Further, we have calculated the Project's proposed density as net density per the General Plan equal to

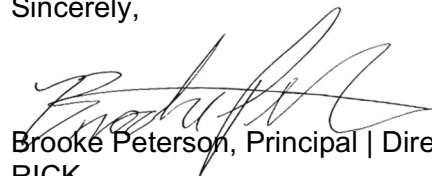
14.6 dwelling units per acre based on a total of 193 units divided by net area of 13.2 acres (total acreage of 17.3 excluding 4.1 acres for slope and a proposed sewer lift station). Please confirm we have applied the correct formula for calculating the proposed Project density.

- Please confirm the City concurs that, by its terms, Proposition S applies “in the residential areas of the City” and does not apply to residential areas outside the City.
- The Project proposes a gated entry. Does staff have any comments regarding gated entry?
- Recognizing the issue of fire protection and particularly, fire flow requirements, we would like to request specific review and a meeting with Fire staff.
- What schedule can we anticipate for the overall project?

Questions related to provision of sewer for the project will be addressed through the processing of a separate Sewer Study application.

EIA respectfully requests the City to review this submittal for pre-application for a Planned Development Permit, General Plan amendment, environmental impact report, rezone, parcel map, tentative map, and annexation to the City of Escondido. We look forward to meeting with Planning and other departmental staff to discuss the process, schedule, and key questions as soon as possible.

Sincerely,



Brooke Peterson, Principal | Director of Planning + Design
RICK



- Legend
- City Boundary
 - Annexation Parcels
 - Annexation Area

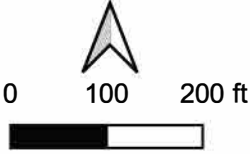


Figure 2- Annexation Area



STAFF REPORT

September 11, 2024

File Number 0130-10

SUBJECT

APPOINTMENT OF AD HOC SUBCOMMITTEE TO REVIEW REQUESTS FOR PROPOSAL ("RFP") SUBMISSIONS TO OPERATE THE CALIFORNIA CENTER FOR THE ARTS ESCONDIDO ("CAAE") FACILITY

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council appoint an ad hoc subcommittee to review Requests for Proposal ("RFP") submissions to manage the California Center for the Arts Escondido ("CAAE") facility.

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

Presenter: Zack Beck, City Clerk

ESSENTIAL SERVICE – No

COUNCIL PRIORITY –

FISCAL ANALYSIS

There is no fiscal impact for the applicant of the proposed ad hoc subcommittee.

PREVIOUS ACTION

None

BACKGROUND

On August 28, 2024, Mayor White requested that an item be placed on the Future Agenda to appoint an ad hoc subcommittee to review the responses received to the RFP for the operation of the CCAE facility.

KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP

Item 12.



CITY of ESCONDIDO

FUTURE AGENDA

9/18/2024

PROCLAMATION - POLLUTION PREVENTION WEEK

PRESENTATION - SAN DIEGO REGIONAL FIRE FOUNDATION - RICK VOGT LEGACY SCHOLARSHIP

PRESENTATION - (J. GARCIA / M. MORASCO) - FRIENDS OF DALEY RANCH

CONSENT CALENDAR (M. MCGUINNESS) - CONFLICT OF INTEREST CODE UPDATE

CURRENT BUSINESS - (D. WHITE / C. GARCIA) - PARTNERSHIP WITH SAN PASQUAL BAND OF INDIANS

10/2/2024

CONSENT CALENDAR - (J PERPETUA) - 2025 HOLIDAY SCHEDULE - It is requested that the City Council adopt Resolution No. 24-123 to designate the dates City offices will be closed for 2025 holiday observances

CURRENT BUSINESS - (J. MURDOCK) - ADOPTION OF CONTINUITY OF OPERATIONS PLAN AND EMERGENCY OPERATION PLAN

CURRENT BUSINESS - (C. GARCIA / D. WHITE) - REVIEW OF CITY ABATEMENT POLICIES